RPA 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?	The normal operations of a Teaching School will be covered by 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 the excess that is applicable to the PFI required insurances and for which the Member school is liable to pay, minus the RPA member retention amount.
3.	Does the RPA cover Occasional Business Use for staff that may occasionally have to use their own vehicle on business?	The RPA doesn't provide any motor risks cover, including Occasional Business Use (OBU). Therefore, if the member of staff is using their own vehicle for Member business they either need to ensure they have the correct business use on their motor insurance, or the Member can purchase OBU which 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. Cover for OBU can be obtained via Get help buying for schools or via an insurance broker.
4.	Does the RPA provide cover for education / business trips away from Member premises, including residential trips?	Cover under the RPA will apply anywhere in the world. This would include residential trips in the UK and overseas and those including 'adventurous' activities subject to the RPA Membership Rules including the general risk management requirements. The Employers and Public liability cover under the RPA extends to temporary trips outside of the UK.
5.	What is the extent of cover for limited companies that are subsidiaries of the Member?	The RPA will provide cover for subsidiaries of Members where the activity(s) of the subsidiary are in line with the business of the Member and have been approved by the RPA Administrator. The subsidiary name and Companies House number are required. 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 Members responsibility to establish whether subsidiary companies are exempt or not.
6.	Does the RPA provide teachers' sickness cover?	Teacher absence / sickness is not covered by the RPA.

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7.	Does the RPA extend to cover volunteers?	We can confirm that the definition of "Employee" includes volunteer workers. RPA cover will apply to volunteers in the same way as for Member employees. Please find below a link to the HSE guidance on how to manage volunteers. https://www.hse.gov.uk/voluntary/index.htm?utm_source=govdelivery&utm_medium=email&utm_campaign=guidance-push&utm_term=volunteer-headline&utm_content=digest-5-may-22 The Member will need to undertake suitable and sufficient risk assessments for the activity in question in the same way that it would for employees and pupils. The RPA will provide indemnity to the Member under Section 3, Employers Liability, to the extent that the Member is legally liable to pay compensation or damages following death or injury to volunteers whilst undertaking Member activities.
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 or other engineering equipment?	The RPA will provide an indemnity for repair or reinstatement costs if engineering equipment is damaged by a peril not excluded by Section 1, Material Damage. The RPA does not provide breakdown cover, nor does it provide engineering inspection services. . Breakdown and engineering inspection cover can be obtained via the DfE-approved buying options to buy goods and services for your school, get better value and be compliant with procurement regulations - Get help buying for schools, or via an insurance broker.
10.	Does the RPA include Chancel cover?	Cover similar to that provided under a Chancel Insurance policy, is not provided by the RPA.
11.	Does the RPA extend to cover holiday, breakfast, after school clubs, wrap around clubs and nurseries?	As long as the clubs or nurseries are being run by the school (or school subsidiary approved by the RPA Administrator) the relevant sections of the RPA will respond, subject to the Membership Rules. If the club or nursery etc is a separate entity to the Member school RPA cover will not apply and commercial insurance will need to be purchased. With regards to subsidiaries only, you must have received written approval from the RPA Administrator in order for cover to apply to them. .
12.	Does the RPA extend to cover loss of livestock?	The RPA does not cover loss of livestock; the Member 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?	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:

Question No.	Question	Response
		1. Section 5, Governors Liability (£10,000,000, other inner limits apply as detailed in the Membership Rules) 2. Section 6, Professional Indemnity (unlimited cover, however, inner limits apply for some elements of the cover as detailed in the Membership Rules) 3. Section 7, Employee and Third Party Dishonesty (£500,000) 4. Section 12, Legal Expenses (£100,000) 5. Section 14, Cyber (£250,000, and £750,000 for Group Networks)
14.	Does the RPA cover activities not related to education?	If the activity is a permitted activity of the Member, under the Members articles (in the case of academies), and is undertaken directly by the Member (or a subsidiary of the Member, approved by the RPA Administrator) then it will be covered by the RPA. With regards to subsidiaries only, you must have received written approval from the RPA Administrator in order for cover to apply to them.
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?	Yes, however, for cover to apply to the central infrastructure of the MAT 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, being members or committing to be members of the RPA. Refer to question 63 regarding the extent of cover provided to MAT central infrastructure.
16.	Does the RPA cover extend to Umbrella Trusts?	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 must register as a charity with the Charity Commission. Therefore, whilst an individual school within an Umbrella Trust may be an RPA Member, RPA does not extend to the Umbrella Trust which will need to obtain insurance to cover its risks.
17.	Schools must comply with Health & Safety legislation (H&S). Will RPA decline a claim if the school fails to comply with any of the legislation?	To be compliant with the law in the UK a school 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 school employee. If the school is prosecuted for a breach of H&S legislation the RPA will not provide an indemnity for any fines or penalties.
18.	What are HSE (Health & Safety Executive) Fees for Intervention?	HSE operates a Fee for Intervention (FFI) cost recovery scheme. Under The Health and Safety (Fees) Regulations 2012, those who break H&S laws are liable for HSE's related costs, including inspection, investigation and taking enforcement action.

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		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.
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, as it would be under commercial insurance.
20.	If a school opts out of the RPA will the RPA continue to provide cover for claims that occur whilst the school was a Member of RPA?	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. Sections 5 (Governors Liability), 6 (Professional Indemnity) and 14 (Cyber) operate on a 'claims made' basis. For RPA to respond the claim must be notified to the Third Party Administrator during the Membership Year. 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 unaware. RPA cover was designed to operate on a 'claims made' basis with a retroactive date for Academy Trusts of the date of the signing of the funding agreement and for LAMS a date five years prior to them joining the RPA. Therefore, as long as the claim is made during the period that the school is a member of the RPA, the RPA will respond and pay retrospective claims under Sections 5, 6 and 14 (subject to the dates above) if the incident giving rise to a claim predates the school joining the RPA. Cover will not apply to claims (or incidents that could give rise to a claim) that the Member (or the local authority in the case of LAMS) were aware of, at the date they opted to join the RPA or claims that are covered by insurance.
21.	What cover is provided for Asbestos?	The Employers' Liability and Third Party Public Liability sections of the RPA will provide an indemnity to the Member if they are legally liable to pay compensation for death or injury or damage to third party property caused by asbestos exposure whilst being a Member of the RPA. Cover for Academy Trusts extends to exposure during the period from the date of the signing of the funding agreement to the date the school joins the RPA, to the extent that: (i) an indemnity is not provided by an insurance policy and / or (ii) (ii) the Academy Trust had no prior knowledge before opting to join the RPA. Cover for all other schools extends to exposure during a period of the five years before the school joined the RPA, to the extent that: (i) an indemnity is not provided by an insurance policy and / or (ii) for claims that the school or local authority had prior knowledge of before opting to join the RPA.

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		The RPA does not cover the cost of asbestos removal unless, the removal is a necessity following damage that is covered by the RPA.
22.	Does the RPA provide cover in circumstances where a Member employee is undertaking Ofsted inspections?	When the school, as a Member of the RPA, receives payment from Ofsted, in relation to employees acting as an Ofsted inspector, the RPA will provide an indemnity under: 1. Section 3 (Employers Liability) if the Member is legally liable to pay compensation in relation to death or injury sustained by the employee whilst acting as an Ofsted inspector; 2. Section 4 (Third Party Public Liability) where the Member or employee acting as an Ofsted Inspector is legally liable to pay compensation in relation to damage to third party property or death or injury to a third party arising from the Ofsted inspection; 3. Section 6 (Professional Indemnity) where the Member 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. If the employee is remunerated directly by Ofsted no cover is provided by the RPA, and the employee will need to arrange appropriate insurance cover. 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.
23.	Does the RPA provide cover in circumstances where an employee of the Member will be working in other schools as an appointed Specialist Leader of Education?	Providing services as a Specialist Leader in Education (SLE) to other schools would be classed as Member 'Business', and therefore employees that provide such services would be covered as noted below, under: 1. Section 3 (Employers Liability) if the Member is legally liable to pay compensation in relation to death or injury sustained by the employee whilst acting as an SLE; 2. Section 4 (Third Party Public Liability) where the Member or employee acting as an SLE is legally liable to pay compensation in relation to damage to third party property or death or injury to a third party arising from the SLE deployment; 3. Section 6 (Professional Indemnity) where the Member 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 If asked to provide proof of insurance the Member should explain that they are a Member of the RPA and provide a copy of their Confirmation of RPA Membership document.
24.	My school is not a church school, but we are a faith school and have trustees that have provided us with a building for use by the school. Are we eligible to use the Church version rather than the standard version of the Membership Rules?	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. You will need to indicate which version of the Membership Rules you wish to utilise when opting into the RPA.
25.	Does the RPA provide 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.

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		If the engineering equipment that requires inspection is damaged by a peril not excluded by Section 1 Material Damage, the RPA will provide an indemnity in relation to the repair or reinstatement costs (less the usual Member Retention). fCover can be obtained via the the DfE-approved buying options to buy goods and services for your school, get better value and be compliant with procurement regulations - Get help buying for schools or via an insurance broker.
26.	Does the Insurance Act 2015 impact on the RPA?	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. a school is not required to disclose material facts or provide 'fair presentation' of risk such as property schedules, risk details, claims history, etc.
27.	There is a Children's Centre / Nursery / Pre-school on the Member site, which is a separate legal entity to the Member, but the building occupied by them is owned by the Member. Will the RPA cover the Children's Centre / Nursery / Pre-school?	If the building is owned by the Member and the Member has retained responsibility for loss or damage to it (i.e. the building has not been leased to the Children's Centre / Nursery/ Pre-school and the risk to repair / reinstate transferred to them) then the RPA will provide an indemnity to the Member for the repair or reinstatement costs, if the building is damaged by a cause not excluded under Section 1, Material Damage. Any other risks of the Children's Centre / Nursery / Pre-school (e.g. loss or damage to property they own or legal liabilities they incur) will not be covered by the RPA.
28.	Does the RPA cover ex pupils attending Member trips?	The RPA will provide cover under the relevant sections in relation to pupils attending Member trips, where they were pupils at the time the trip was booked. In other circumstances, where pupils from other schools are attending such trips, they will need to obtain their own insurances, including travel insurance.
29.	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.
30.	Are the PTA / PTFA covered as part of the RPA?	If the PTA / PTFA is ran directly by the Member then the RPA would provide cover for activities they undertake, however, if the PTA / PTFA is a separate entity e.g. a separate charity, then PTA / PTFA activities or property would not be covered by the RPA and the PTA / PTFA would require commercial insurance.
31.	Our employees carry out training at other schools, is this covered?	Subject to the Member employee providing the training under their contract of employment (i.e. the employee is not directly remunerated by the other school) then cover under the RPA will apply, subject to the RPA Membership Rules.
32.	We operate as a School Centred Initial Teacher Training Academy, are such provisions covered under the RPA?	The RPA will provide cover for such activities subject to the activity being a permitted activity of the school, under the school's articles, (in the case of academies) and the activity being carried out directly by the school (or a school subsidiary that has been approved by the RPA Administrator).

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		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 a Member employee.
33.	Are we permitted to provide keys / alarm codes to contractors / hirers?	There are no specific requirements within the RPA, the Member would be expected to assess the risks associated with this activity and put in place any risk mitigating factors identified after undertaking a full and through risk assessment with a view to changing alarm code regularly, if applicable. It would be the responsibility of the Member to satisfy itself that is has taken all reasonable precautions regarding the safety and protection of both the premises and the staff, pupils and visitors that will be on the premises. To note, theft damage or consequential loss caused by or consisting of theft or attempted theft by any person lawfully on the premises is excluded under Section 1, Material Damage.
34.	We are looking to buy a ride on lawnmower so our site manager can cut the grass themselves. Do we need extra insurance for them using the lawnmower in case of injury to themselves or another or if the lawnmower was stolen or vandalised? We are going to be keeping it in a locked container on our premises.	The RPA will cover the ride on mower for damage, loss and theft under Section 1, Material Damage, subject to the Membership Rules and applicable Member Retention per loss, whilst on Member premises. Please note that damage to moveable property in the open or property kept in open sided buildings is excluded if caused by wind, rain, hail, sleet, snow, flood, sand, dust or freezing. This is assuming that the ride on mower is not registered for road use or being used where motor insurance would be required by law, as the RPA does not provide any motor insurance cover. Risk assessments will need to be undertaken, recorded and adhered to. The RPA will provide indemnity to the Member to the extent that the Member is legally liable to pay compensation or damages following death or injury to employees under Section 3, Employer's Liability and death or injury to third parties or damage to third party property under Section 4, Third Party Public Liability (pupils are classed as third parties).
35.	What cover is provided by the RPA for the school to have a sleepover on school grounds?	The RPA will provide cover for overnight camping on school grounds / sleepover within the school building, as long as it is a permitted activity of the school, under the school's articles (in the case of academies). The RPA will provide indemnity to the school to the extent that the school is legally liable to pay compensation or damages following death or injury to employees under Section 3, Employers Liability and death or injury to pupils and other third parties and damage to their property under Section 4, Third Party Public Liability. In addition to the above, please note that the RPA will not provide indemnity to any other organisation that the school may engage to provide activities during the sleepover such as, entertainment / food vendors who should have in place their own insurances including Third Party Liability to an adequate level, which the school should get evidence of. Also note that damage to moveable property in the open or property kept in open sided buildings is excluded if caused by wind, rain, hail, sleet, snow, flood, sand, dust or freezing and that damage or consequential loss caused by or consisting of theft or attempted theft by any person lawfully on the premises is excluded. Cover under Section 1, Material Damage is subject to the applicable Member Retention and risk assessments will need to be undertaken, recorded and adhered to.

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36.	We have 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 Member 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 Member is legally liable to pay compensation or damages to the claimant. Section 3, Employers Liability will provide an indemnity to the Member if the Member is legally liable to pay compensation or damages to an employee injured by an animal on Member premises, in the course of the employee's employment with the Member. 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 Member property caused by the animal but cover for Material Damage claims are subject to the applicable Member Retention per loss. 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. Risk assessments will need to be undertaken, recorded and adhered to.
37.	Does the RPA cover Forest School activities?	The RPA will provide cover for the forest school activities, including, but not limited to, climbing trees, making tools, building fires and dens and cooking on an open fire. Section 3, Employers Liability will provide an indemnity to the Member if the Member is legally liable to pay damages or compensation to a Member employee if they are injured in the course of this activity. Section 4, Public Liability will provide an indemnity to the Member if the Member is legally liable to pay damages or compensation to a third party, if the third party is injured or third party property is damaged in the course of this activity. Pupils and non- pupils would be deemed third parties. The RPA will only provide an indemnity to the Member, if the Member for example is using another organisation in the provision of this activity that organisation will need to have in place Public Liability insurance, which the Member should get evidence of. Also, you would need to obtain permission, if you've not done so already, to use non-Member areas to carry out the forest school activities. Risk assessments will need to be undertaken, recorded and adhered to.
38.	Does the RPA provide indemnity for SIAMS (Statutory Inspection of Anglican and Methodist Schools) inspections?	When the school as a Member of the RPA receives payment in relation to an employee of the school acting as SIAMS inspectors the RPA will provide an indemnity under: 1. Section 3 (Employers Liability) if the Member is legally liable to pay compensation in relation to death or injury of the employee whilst acting as a SIAMS inspector;

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		2. Section 4 (Third Party Public Liability) where the Member, or employee acting as a SIAMS Inspector, is legally liable to pay compensation in relation to damage to third party property or death or injury to a third party arising from the SIAMS inspection; 3. Section 6 (Professional Indemnity) where the Member, or employee acting as a SIAMS Inspector, is legally liable to pay compensation in relation to any actual or alleged errors or omissions that relate to the SIAMS inspection. If the employee is remunerated directly, no cover is provided by RPA, and the employee will need to arrange appropriate insurance cover. The RPA will not provide an indemnity in circumstances where any other party (including SIAMS or the school that is being inspected) is legally liable to pay compensation to any party.
39.	Does the RPA cover staff working from home?	We can confirm that standard RPA cover will continue to apply in these circumstances. This would include Employer's Liability, if an employee were injured, where the Member is legally liable to pay compensation or damages to the employee.
40.	Can you please confirm if the RPA policy covers bouncy castle / inflatable activities with a registered provider?	As long as this is a permitted activity of the Member, under the Members articles, (in the case of academies) the RPA will provide indemnity to the Member and the relevant sections of the RPA will respond, subject to the Membership Rules, including under: 1. Section 3 (Employers Liability) if the Member is legally liable to pay compensation in relation to death or injury of an employee whilst using the bouncy castle / inflatable; 2. Section 4 (Third Party Public Liability) where the Member is legally liable to pay compensation in relation to damage to third party property or death or injury to a third party when using the bouncy castle / inflatable The RPA will not provide indemnity attaching to any other individual or organisation i.e. the bouncy castle / inflatable provider who will need to have their own Third Party Liability insurance in place to an adequate level. The RPA does not have any particular requirements in regard to hiring bouncy castles / inflatables, however, some guidance can be found on SharePoint (RPA Risk Management Portal) on the use of inflatables and note that the RPA Membership Rules require member schools to adhere to the minimum standards 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:

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		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. Risk assessments need to be undertaken, recorded and adhered to.
41.	Please can you advise if a member of staff's / visitor's car, that was damaged in the school car park, is covered under the RPA?	The employee would need to submit a claim to their motor insurer in the first instance. If the insurer deems the Member school legally liable for the damage, the Member would need to submit a claim to the RPA in the normal way via the claims portal www.rpaclaimforms.co.uk. using the public liability claim form.
42.	Please confirm the cover provided by the RPA for school fairs / fayres / fetes e.g. summer / Christmas fayres. Is public liability cover provided including for vendors / stall holders?	The RPA will provide indemnity for school fayres if they are permitted activities of the Member school, undertaken by the Member under the Member direct control and supervision. The relevant sections of RPA will respond, including under: 1. Section 3 (Employers Liability) if the school is legally liable to pay compensation or damages in relation to death or injury arising out of this activity; 2. Section 4 (Third Party Public Liability) where the Member, or employee acting on behalf of the Member, is legally liable to pay compensation or damages in relation to damage to third party property or death or injury to a third party (pupils are classed as third parties) arising out of this activity. Please note that the RPA will not provide indemnity to any other organisation that the Member may engage to provide activities during the fayre such as, entertainment / food vendors who should have in place their own insurances including Third Party Liability to an adequate level, which the Member should get evidence of. Please also note that if the event is not being undertaken and controlled by the Member (e.g. utilising Member property but run by a third party organisation) RPA cover will not apply other than where legal liability rests with the Member. Risk assessments will need to be undertaken, recorded and adhered to.
43.	How do we submit a claim, or potential claim to the RPA?	All RPA claims, potential or otherwise, should be reported to the RPA claims handlers in the first instance as per the RPA membership pack, they will then advise accordingly. **Online Incident Notification** The online incident facility enables you to access incident forms in a secure manner, meaning you can notify the Third Party Administrator of any new incidents 24 hours a day, 7 days a week.

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		To access the portal please click the following link: www.rpaclaimforms.co.uk You will be taken through a short notification process entering details about the incident. Please have your Unique Reference Number (URN) / Membership Number to hand and relevant contact details. Please ensure that the details you enter correspond to those held on Get Information About Schools. If you need to discuss the claim / potential claim, please call TopMark Claims Management on 03300 585566 or email them RPA.CM@davies-group.com.
44.	We have a school house (once the school caretaker's residence) on our site, which has remained empty for a number of years. We are in the process of completing a refurbishment of the house in the hope of using it as a funding stream for the school, by renting it out. Please can you confirm: That the house is covered under our current policy; • That it will continue to be covered under our policy if it is rented out to tenants • If there is any additional risk management requirements if we put tenants in the property	The RPA will provide cover for loss or damage to any property that is owned by or the responsibility of the RPA Member and used in connection with the Business of the RPA Member. Therefore, as long as the ownership / letting of this property is a permitted activity of the Member the RPA will provide an indemnity to the Member for the cost of repair / reinstatement in the event of Damage (as defined in the RPA Membership Rules). Any claim will be subject to your usual Member Retention. Please note that only property of the RPA Member would be covered by the RPA (i.e. no cover for tenant's property) and that theft of property owned by the member, by any person lawfully on the premises, is excluded i.e. by the tenants. There is a general requirement that the Member maintains a minimum standard of risk management: **Precautions and Reasonable Care** Members, and the Local Authority in the case of Local Authority Maintained School's, 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. If there is a claim involving an Unoccupied Building, reinstatement provisions will not apply, instead the claim will be dealt with on an indemnity basis, in the event of a claim covered by the RPA, the RPA will pay the Member the market

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		value of the property at the time of the loss, rather than the replacement cost. The following property damage extensions will not apply to Unoccupied Buildings: a. Metered Water b. Fixed Glass c. Theft Damage to Buildings d. Greening The RPA will also exclude the costs of damage or consequential loss due to: a. freezing; b. the escape of water or oil from any tank apparatus or pipe or discharge or leakage from any sprinkler installation, other than where a water supply is required for the purpose of maintaining a sprinkler or fire suppression system, providing the Member has complied with other terms of the RPA; c. (other than fire or explosion) by malicious persons not acting on behalf or in connection with any political organisation; d. Theft or attempted theft; The RPA excludes cover for Cultural Assets in Unoccupied Buildings. For RPA cover to apply in respect of Unoccupied Buildings the Member must: i. Carryout out internal and external inspections of such buildings and any perimeter fencing and gates at least every 7 days and as soon as possible repair, or arrange to repair, any damage or defects found including the removal of graffiti; and ii. Remove from the Premises, either within or outside the Building, all loose combustible materials and any gas bottles; and iii. Securely lock all external doors, close and secure all windows including the boarding over of all ground floor and accessible upper floor windows, and secure and seal up all letter flaps and similar openings; and iv. Set any CCTV, fire or intruder alarm or sprinkler systems which are installed; and v. Turn of all mains services except for the electricity supply to maintain any heating, CCTV, fire or intruder alarm or sprinkler systems or other essential services; and vi. Completely drain the water system except where the Building is protected by a sprinkler system. Should such Building have a sprinkler system installed such water supply thereto must be maintained, and heating must be kept at a minimum temperature of 5 degrees Celsius during the period 1 October to 1 April annually. An Unoccupied Building is defined as a building that has not been occupied for a period in excess of 30 days, this does not apply to buildings that are usually occupied but are only unoccupied during normal school holidays.

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45.	Please can you confirm the cover provided by the RPA to have some bee hives installed on site?	As long as this is a permitted activity of the Member, we can confirm that the RPA will provide cover and the relevant sections of RPA will respond, including under: 1. Section 1, Material Damage in respect of loss or damage to the beehive(s) by any cause not excluded. The full list of exclusions is set out in the RPA Membership Rules, however, please note the following exclusions in particular: a. Damage by insects so any damage to the hive caused by the bees will not be covered. b. Damage caused by wind, rain, hail, sleet, snow, flood, sand, dust or freezing to moveable property in the open. c. The bees themselves will not be covered. d. The cost of maintaining the beehive will not be covered. e. Each and every claim will be subject to your usual Member Retention. 2. Section 3, Employers Liability, an indemnity to the Member should the Member be legally liable to pay compensation or damages to an employee for death or injury arising out of this activity. 3. Section 4, Third Party Public Liability, an indemnity to the Member should the Member be legally liable to pay compensation or damages to a third party for death or injury or damage to third party property arising out of this activity. Pupils are classed as third parties. The RPA will not provide an indemnity to any other party, such as, for example, an external beekeeper. You will need to ensure that any such parties have in place adequate and appropriate public liability insurance. There is a general requirement that a Member maintains a minimum standard of risk management which includes setting and maintaining systems for the protection of property, employees, pupils and third parties. The Member will need to undertake and adhere to risk assessments.
46.	Please can you advise on the cover provided for Electric Vehicle Chargers within the grounds, including when being used by employees and hirers?	The RPA will provide cover for loss or damage of Electric Vehicles Chargers (EV chargers), if the Member owns them or is responsible for loss or damage under a lease agreement, subject to the Membership Rules. The EV chargers will need to be located within the boundary of the school i.e. the enclosed area containing the school, as opposed to merely the land which is owned by the school and within the fenced in boundary which is secured once the property is no longer in use. If the Member is not responsible for loss or damage, RPA cover will not apply. The RPA will not provide any indemnity attaching to any third party organisation i.e. the installer / owner of the EV chargers (if different from the Member). Where responsibility rests with the Member cover will be provided by the RPA under Section 1, Material Damage.

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		Cover would also apply under Section 3, Employers Liability and Section 4, Third Party Public Liability when the chargers are being used by employees of the Member and hirers. Cover for hirers using chargers is provided when school property is open to hirers and they are legally on the property. The Member is responsible for the first £500 of each and every loss other than for nursery and primary Member schools where the Member Retention is £250, each and every loss. Please note the following exclusions: 1. Damage is excluded if caused by wind, rain, hail, sleet, snow, flood, sand, dust or freezing 2. Damage or consequential loss caused by or consisting of theft or attempted theft by any person lawfully on the premises. Risk assessments are required to be undertaken, recorded and adhered to. There is no requirement for the RPA to see a copy of the risk assessment. 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.
47.	Please can you confirm whether we are covered when selling second hand property.	We can confirm that RPA cover would apply when selling your own property if this is in the course of Member Business and there is legal liability attaching to the Member for death, injury or property damage under Section 4, Third Party Public Liability. You must ensure that you undertake, record and adhere to risk assessments and have processes in place to ensure the property you are selling is safe, in good condition and fit for purpose.

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		Please note that loss of or damage in transit once the goods have left the Member will not be covered by the RPA, nor will the RPA provide cover for loss of or damage to any returned goods or the cost of any refunds the Member may make.
48.	Are we covered when hiring a mobile / pop up swimming pool for students and staff to use?	As long as this is a permitted activity of the Member, under your articles, (in the case of academies) the RPA will provide indemnity to the Member and the relevant sections of the RPA will respond, subject to the Membership Rules, including under: 1. Section 1 (Material Damage) if the Member is responsible for loss or damage to the swimming pool under a hire / lease agreement, within the scope of the rules, to its full reinstatement value 2. Section 3 (Employers Liability) if the Member is legally liable to pay compensation or damages in relation to death or injury to an employee whilst undertaking this activity; 3. Section 4 (Third Party Public Liability) where the Member is legally liable to pay compensation in relation to damage to third party property or death or injury to a third party when undertaking this activity. Pupils are classed as third parties Risk assessments will need to be undertaken, recorded and adhered to. The RPA will not provide an indemnity to any other party, such as the owner / provider of the swimming pool for any legal liability that they may incur. You will need to ensure that the owner / provider of the swimming pool has in place adequate and appropriate Third Party Liability insurance for this activity. Please note that damage to or consequential loss in respect of moveable property in the open or open sided buildings is excluded if caused by wind, rain, hail, sleet, snow, flood, sand, dust or freezing.
49.	Please confirm if Duke of Edinburgh award expeditions would be covered by the RPA trips and activities? The expeditions are booked through BXM Outdoors who supply instructors and equipment etc. However, I don't believe any type of insurance cover is included in the booking price. Members of our staff accompany the students and stay with them overnight and students pay for the DofE awards through the school. So, it is pretty much the same as a UK residential trip.	Duke of Edinburgh expeditions would be covered if the activities are undertaken by the Member school, under the Members direct control and supervision by Member employees. The relevant sections of cover will apply, including under: 1. Section 3 (Employers Liability) if the Member is legally liable to pay compensation in relation to death or injury to an employee whilst undertaking this activity; 2. Section 4 (Third Party Public Liability) if the Member or employee acting on behalf of the Member is legally liable to pay compensation in relation to damage to third party property or death or injury to a third party arising from this activity. Pupils are classed as third parties; 3. Section 10 (UK Travel) compensation for travel related costs including loss of baggage, money and travel disruption,. Please note the RPA will not provide any indemnity attaching to any third party organisations, for example, if you engage the services of a third party organisation to run the Duke of Edinburgh and associated activities the Member should get evidence that they have adequate third party liability insurance in place. Risk assessments will need to be undertaken, recorded and adhered to.

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50.	Please confirm if the RPA covers employees to provide counselling / talking therapies, psychotherapy / hypnotherapy / aromatherapy to pupils / employees?	If this is a permitted activity of the Member, under the Members articles, (in the case of academies) undertaken by Member employees who are suitably qualified / trained, under their contract of employment with the Member school, RPA cover will apply. The relevant sections of RPA cover will apply, subject to the Membership Rules, including under: 1.Section 3 (Employers Liability) if the Member is legally liable to pay compensation in relation to death or injury by an employee whilst undertaking this activity; 2. Section 4 (Third Party Public Liability) where the Member or employee acting on behalf of the Member is legally liable to pay compensation in relation to damage to third party property or death or injury to a third party arising from this activity. Pupils are classed as third parties; 3. Section 6 (Professional Indemnity) where the Member or employee acting on behalf of the Member is legally liable to pay compensation in relation to any actual or alleged errors or omissions that relate to this activity. Please note that the RPA does not provide medical negligent / medical malpractice cover and therefore insurance will need to be obtained, if required.
51.	We are a voluntary aided school with our own pre-school on site. Please can you confirm if that will be covered under the RPA?	If the pre-school forms part of the Member school (or subsidiary of the Member approved by the RPA administrator) RPA cover will apply under the Members membership with the RPA. If the Pre-school is a separate entity to the Member, they will need to obtain their own insurance or take out RPA membership in their own right, if they qualify. With regards to subsidiaries only, you must have received written approval from the RPA Administrator in order for cover to apply to them.
52.	We have a Combined Cadet Force (CFF) run on site that is run by our staff so comes under the RPA, they also have a rifle range and run a separate shooting club, can you confirm if this would be covered by the RPA.	We can confirm that Combined Cadet Force (CCF) activities are covered under the RPA if they are permitted activities of the Member, under the Members articles, (in the case of academies) organised and run by Member and under the direct control and supervision of the Member. The relevant sections of the RPA will respond, subject to the Membership Rules, including under: 1. Section 3 (Employers Liability) if the Member is legally liable to pay compensation in relation to death or injury to the employee whilst providing this activity; 2. Section 4 (Third Party Public Liability) if the Member or employee acting on behalf of the Member is legally liable to pay compensation in relation to damage to third party property or death or injury to a third party arising from this activity. Pupils are classed as third parties. 3. Section 1 (Material Damage) Cover for loss or damage to property owned by or the responsibility of the Member, including air rifles. Subject to the Membership Rules. Note the exclusions under Section 1, 1A and 2 exclusions. The RPA will not provide an indemnity to any party other than the RPA Member for any legal liability they may incur. This would include any third party organisation with which the Member may engage to provide these activities. Also, if the shooting club is run by the Member (subject to the provisos above regarding permitted activity, etc.) (or subsidiary

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		of the Member approved by the RPA administrator) RPA cover will apply under the Members membership with the RPA. If the shooting club is a separate entity to the Member, they will need to obtain their own insurance. With regards to subsidiaries only, you must have received written approval from the RPA Administrator in order for cover to apply to them.There are no specific requirements within the RPA in relation to risk management or mitigation, however, 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. Please note no particular activities are excluded, however, as stated above, risk assessments will need to be undertaken, recorded and adhered to taking into account the particular activity being undertaken and consideration to the appropriate safety equipment and clothing that should be worn and the instructor / supervisor of the activity having the relevant experience / qualification in the activity being undertaken.
53.	We are about to introduce an intervention for pupils called rebound therapy. The staff will be trained as practitioners. The interventions involve using an indoor trampoline that does not have a safety net but there would be crash mats all around. Can you confirm that we would be covered should there be an accident involving either a pupil or an adult.	If this is a permitted activity of the Member, under the Members articles, (in the case of academies) undertaken by the Member employees who are suitably qualified / trained, under their contract of employment with the school, RPA cover will apply. The relevant sections of the RPA will respond, subject to the Membership Rules, including under: 1. Section 3 (Employers Liability) if the Member is legally liable to pay compensation in relation to death or injury to employees whilst undertaking this activity. Pupils are classed as third parties; 2. Section 4 (Third Party Public Liability) where the school, or employee acting on behalf of the Member, is legally liable to pay compensation in relation to damage to third party property or death or injury to third parties arising from this activity. Pupils are classed as third parties;

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		3. Section 6 (Professional Indemnity) where the school, or employee acting on behalf of the school, is legally liable to pay compensation in relation to any actual or alleged errors or omissions that relate to this activity. Risk assessments will need to be undertaken, recorded and adhered to.
54.	Please confirm if pupil home visits by Member staff are covered by the RPA?	We can confirm that standard RPA cover would apply in these circumstances when Member staff go to pupils' homes in connection with the business of the school, as long as this is a permitted activity of the Member, under the Members articles (in the case of academies). The RPA will indemnify the Member to the extent that the Member is legally liable to pay compensation or damages following death or injury to the pupil or their parent/guardian or damage to third party property under Section 4, Third Party Public Liability. The cover will also apply under Section 3, Employer's Liability to the extent that the Member is legally liable to pay compensation or damages following death or injury to employees whilst undertaking this activity. The RPA will pay compensation and damages that the Member is legally liable to pay to the claimant. Please note the RPA does not provide any motor risks cover, including Occasional Business Use (OBU). Therefore, if employees are using their own vehicle to travel to the pupils' home, they either need to ensure they have the correct business use on their motor insurance, or the Member can obtain Occasional Business Use (OBU) insurance. OBU insurance 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 or via the DfE frameworks. Risk assessments will need to be undertaken, recorded and adhered to which should take into account safeguarding measures.
55.	Please can you confirm the length of time you require accident records and first aid records to be retained?	There are no specific requirements within the RPA in relation to risk management or mitigation including how long accident or first aid records should be kept. 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;

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		viii) compliance with United Kingdom Government guidance as appropriate. The Member will need to adhere to legal and regulatory requirements regarding how long these records should be kept.
56.	Can you confirm cover for our annual fireworks event. The fireworks are being provided by an external provider.	We can confirm that RPA cover will apply for this activity to the extent that the Member is legally liable to pay damages or compensation following death or injury to employees and death or injury to third parties or damage to third party property arising out of this activity. Pupils and the public are classed as third parties. The RPA will not provide indemnity to the organisation providing the firework display, who will need to have their own insurance in place including third party liability to an adequate level, which the Member should get evidence of. The Member, and the third party organisation, will need to undertake risk assessments and any risks identified are mitigated/managed as far as reasonably practicable. A copy of the bulletin in relation to fireworks displays can be accessed via the Risk Management Portal (SharePoint). The RPA does not have any specific requirements regarding risk management for mitigation other than all Members adhering to the minimum standards 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.

Question No.	Question	Response
57.	Can you confirm cover for an Inactive Academy Trust including cover for the Trustees?	An Inactive Academy Trust may remain in membership of the RPA up to the point the Inactive Academy Trust is dissolved, subject to the RPA Membership Rules. The Inactive Academy Trust Member will still be entitled to the benefits relating to its period of membership, the period of membership being up to the point the Trust is dissolved. The Governors Liability section, which includes cover for Academy Trustees, works on a 'Claims Made' basis which means for RPA to respond, the claim, or incident that could give rise to a claim, must be notified to the Third Party Administrator during the Membership Year i.e. before the Trust is dissolved.
58.	Can you confirm if Trustees of the school Charity are covered under the Church version of the RPA Membership Rules?	The cover provided to Trustees under the Rules is purely in relation to the Trustees interests in property that they own and that they allow the Member school to use for Member Business. The RPA does not cover loss of or damage to any other property the Charity may own and that is not used by the Member, nor does it provide an indemnity to the Charity for legal liabilities it may incur whilst conducting Charity activities. As set out in the Church version of the Rules "*In the case of Church academies and other academies with equivalent arrangements for occupying Trustees' property, in return for the Trustees allowing a Member to occupy property belonging to the Trustees, the RPA Administrator will in accordance with these Rules provide funds to cover the cost of losses and liabilities suffered by the Trustees arising out of the Member's occupation of the Trustees' property. The indemnities provided to the Trustees under these Rules shall not be invalidated by any act omission or alteration of any Member or other party unknown to the Trustees*." Trustees are defined as "*The Trustees of a charity whose objects allow for the use of trust property for the purposes of conducting an academy in furtherance of those objects, and who provide the use of that property for those purposes to any single academy trust or multi academy trust*." Further, the Church version of the Rules confirms that "*The RPA Administrator agrees that the Trustees have no liability for Employers Liability (or Third Party Liability) claims arising out of the Business and will therefore indemnify the Trustees in respect of any such claim that may be made against the Trustees arising out of the Business carried out by a Member occupying property belonging to the Trustees*."
59.	Can you confirm if a new building / extension / modular building / temporary structure, which is due to be handed over to us shortly, will be covered by the RPA, and if so, what information do you require to ensure it is covered?	The RPA works on a non disclosure basis, therefore, the RPA automatically covers all property (Buildings and Contents) the RPA Member owns or is responsible for insuring under a hire or lease agreement, subject to the Membership Rules. Therefore, we can confirm cover for the new building / extension / modular building / temporary structure, once it has been handed over to you from the contractor. To confirm, there is no requirement to notify the RPA of any sum's insureds including any additions, deletions or changes in value.
60.	Will the RPA provide cover for the local community / members of public to use our facilities, including outside normal hours?	The RPA will provide indemnity to the Member to the extent that the Member is legally liable to pay compensation or damages following death or injury, or damage to their property when individuals within the local community / members of public are using Member facilities, including outside of Member hours.

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		The RPA would not expect individuals within the local community / member of the public to have their own public liability insurance in place. The RPA would also provide cover where a member of the local community / general public has damaged Member property, less the Members usual Member Retention. Please note that where the member of the public would be expected to have public liability insurance, for example, registered sports clubs and event organisers, and the Member must receive evidence that the insurance is in place. The RPA will not provide cover to the members of the public in these circumstances. Note that the RPA excludes damage or consequential loss caused by or consisting of theft or attempted theft by any person lawfully on the premises. i.e. by the local community / member of the public. Risk assessments would need to be undertaken, recorded and adhered to.
61.	We are considering utilising software called School Hire to manage the hiring of Member facilities. However, there is a question for hirers under “Extras” related to Insurance the price is shown as 5%, is this correct?	RPA is not insurance and is charged on a per pupil basis. There is no additional charge for cover to hirers who would not be expected to have insurance e.g. a family booking a sports hall to play badminton, or a birthday party. It is therefore unclear what the charge is for. All organisations, who would be expected to have public liability insurance, such as registered sports clubs, limited companies, businesses etc., must provide evidence to the Member that they have public liability insurance and should not be able to bypass this requirement, so please implement those checks immediately. By setting up an expectation with hirers that insurance is in place, that they are covered, and they have paid you for that cover, you are potentially opening yourselves to accusations of fraudulent selling, as you must have FCA authorisation to sell insurance, which you do not have. Please ensure, when setting up your School Hire (or other similar booking tool) account, that you do not include any ‘extra’ insurance option. for potential hirers. You would still be expected to have full risk assessments in place for these hires.
62.	What cover is provided for school proms and social events.	We can confirm that Third Party Public Liability and Employers Liability cover will apply for these events / proms whilst being held off Member premises, if: • they are permitted activities of the Member • organised and run by the Member under the Members control and supervision The RPA will provide indemnity to the extent that the Member is legally liable to pay compensation or damages to (a) third parties arising from death or injury or damage to third party property, during the event (pupils are classed as third parties) and (b) employees arising from death or injury during the event. The RPA will not provide cover under Section 10, UK Travel, including cancellation cover. The RPA will not provide indemnity to any other organisation such as the venue owner / operator or any organisation participating in the event. We suggest that you check that any such third party organisations have in place third party liability insurance with an appropriate limit of indemnity.

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63.	Please can you confirm what is meant by MAT Central Infrastructure and what cover is provided?	The RPA provides cover for any Member that is either a Single Academy Trust (SAT) or Multi Academy Trust (MAT) which has elected to opt into the RPA. Where a group of aligned educational academies have come together to form a MAT, the RPA will provide cover for activities of the MAT that directly relate to the activities / administration of the academies that form part of the MAT (subject to all academies being active members of the RPA). If any academy (other than PFI academies) of the MAT are not Members of the RPA or the MAT undertakes activities that are not directly related to the activities / administration of the RPA Member academies, RPA cover will not apply to the MAT itself, and the MAT will need to seek commercial insurance.
64.	If staff are provided with the opportunity to utilise school devices for personal use, such as web browsing or personal email access, and a cyber attack occurs, would the school be covered by the RPA Cyber Security cover?	Allowing employees and governors access to school devices for personal use, such as web browsing or personal email access, could open the school network to all sorts of vulnerabilities and is definitely not recommended. If a cyber attack is directly associated with the use of personal web browsing and / or personal email access, cyber cover would not apply.
65.	Will the RPA provide cover for a farm on school premises which is run by employees and pupils.	The animals will not be covered under the RPA, and separate insurance will need to be arranged, 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 is legally liable to pay compensation or damages in the event of injury to employees or pupils whilst undertaking this activity. The RPA Membership Rules do not exclude damage to the Member property caused by animals but cover for Material Damage claims are subject to the deduction of the member retention of £250 for Nursery and Primary Member schools and £500 all other Member schools, each and every loss. Risk Assessments will need to be undertaken to identify the risks and to manage or mitigate them as appropriate. The Risk Assessments should take into account the safety of staff and pupils when petting/interacting with the animals, particularly farm animals which may or may not be familiar with human contact. Please also note 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;

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		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.

Material Damage

Question No.	Question	Response
1.	Is Terrorism covered by the RPA?	Terrorism cover is automatically included in the RPA.
2.	Does 'Property' mean both land / buildings as well as contents?	'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. The definition of Buildings includes outside buildings, playing fields, pitches, car parks, etc. Refer to the General Definitions within the Membership Rules for full details.
3.	What is the extent of cover for Property away from premises?	Property owned by or the responsibility of the Member or any Member employees or pupils (if it's not commercially insured) would be covered away from Member premises whilst being used on Member business. This includes cover for the Members business equipment e.g. laptops and musical instruments that are lent to staff or pupils to continue working or studying at home. However, this is only where their own insurance does not cover them and will be subject to the deduction of the Member Retention. As such the cover is designed to indemnify against large losses rather than individual items.
4.	Does the Material Damage section of the RPA cover damage due to flooding?	The RPA does provide cover for damage caused by flooding.
3.	Are laptops, mobile phones and other devices owned by employees, governors, pupils or visitors covered under RPA if they are lost, stolen or broken whilst on the Member premises?	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. The Member is responsible for the first £500, each and every loss, other than Nursery or Primary Member schools where it is reduced to £250, each and every loss, known as the Member Retention. Therefore, 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 Member property.

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		Any claims for personal effects should, in the first instance, be notified by the individual to their insurer.
5.	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 the Member, or the Member is responsible to insure, including under a lease agreement. '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 to insure will be covered by the RPA, subject to the Membership Rules.
6.	What is the process to notify RPA of additional property?	The RPA works on a non disclosure basis, therefore, the RPA automatically covers all property the Member owns or is responsible to insure including under a hire or lease agreement, subject to the Membership Rules. Therefore, Members are not required to submit property schedules or reinstatement values or details of any property additions, disposals or changes in value.
7.	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 Member buildings 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 request of the Member, not the DfE or RPA Administrator. This is in line with how the prevailing UK property insurance market operates.
8.	Are Members permitted to undertake emergency repairs e.g. following a break-in or a storm?	The RPA will indemnify the Member for costs necessarily and reasonably incurred, with the consent of the RPA Administrator, in the making of temporary repairs following a material damage loss.
9.	What is the extent of cover under the RPA for property that is hired or leased to a Member, for example computer equipment, photocopiers or printers?	The RPA will provide 'All Risks' cover (including subsidence and terrorism) for all property (buildings and contents) that is owned by the Member or for which the Member is responsible to insure including under a hire or lease agreement. The Member should notify and agree with the owner of the property that the Member will be utilising the RPA, rather than an insurance policy, to provide cover for the property in question.
10.	Does the RPA cover walk in theft cover?	The 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 Member employee or other person lawfully on the premises. It will be for the Member to demonstrate that the thief was not on the premises lawfully at the time of the loss.
11.	Does the RPA cover unoccupied buildings?	If there is a claim involving an Unoccupied Building, reinstatement provisions will not apply, instead the claim will be dealt with on an indemnity basis. In the event of a claim covered by the RPA, the RPA will pay the Member the market value of the property at the time of the loss, rather than the replacement cost. The following property damage extensions will not apply to Unoccupied Buildings: a. Metered Water b. Fixed Glass c. Theft Damage to Buildings

Question No.	Question	Response
		d. Greening The RPA will also exclude the costs of damage or consequential loss due to: a. freezing; b. the escape of water or oil from any tank apparatus or pipe or discharge or leakage from any sprinkler installation, other than where a water supply is required for the purpose of maintaining a sprinkler or fire suppression system, providing the Member has complied with other terms of the RPA; c. (other than fire or explosion) by malicious persons not acting on behalf or in connection with any political organisation; d. Theft or attempted theft; The RPA excludes cover for Cultural Assets in Unoccupied Buildings. For RPA cover to apply in respect of **Unoccupied Buildings** the **Member** must: i. Carryout out internal and external inspections of such buildings and any perimeter fencing and gates at least every 7 days and as soon as possible repair, or arrange to repair, any damage or defects found including the removal of graffiti; and ii. Remove from the **Premises**, either within or outside the building, all loose combustible materials and any gas bottles; and iii. Securely lock all external doors, close and secure all windows including the boarding over of all ground floor and accessible upper floor windows, and secure and seal up all letter flaps and similar openings; and iv. Set any CCTV, fire or intruder alarm or sprinkler systems which are installed; and v. Turn of all mains services except for the electricity supply to maintain any heating, CCTV, fire or intruder alarm or sprinkler systems or other essential services; and vi. Completely drain the water system except where the building is protected by a sprinkler system. Should such **Building** have a sprinkler system installed such water supply thereto must be maintained, and heating must be kept at a minimum temperature of 5 degrees Celsius during the period 1 October to 1 April annually. An Unoccupied Building is defined as a building that has not been occupied for a period in excess of 30 days, this does not apply to buildings that are usually occupied but are only unoccupied during normal school holidays.
12.	Does the RPA include cover for loss of or damage to watercraft?	The RPA includes cover for the repair or replacement cost of hand propelled or sailing watercraft. Cover is not provided for any other forms of watercraft e.g. motorised watercraft.

Question No.	Question	Response
13.	Does the RPA extend to cover loss or damage to Member facilities hired out to third party organisations?	The RPA will indemnify the Member for the cost of repair or reinstatement of Member property whilst being hired by an individual or group of individuals. 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 However, please note that the RPA excludes damage or consequential loss caused by or consisting of theft or attempted theft by any person lawfully on the premises.

14.	The DfE is offering a scheme whereby school's can apply for a defibrillator to be supplied and installed in and around Member grounds and available for use by the community.
	
	I need to know where it will have to be installed to be covered by the RPA and the circumstances in which it would not be covered.
		In order for the defibrillator to be covered by the RPA it needs to be located within the boundary as defined by the DfE Automated External Defibrillators Guidance (defined as the enclosed area containing the school, as opposed to merely the land which is owned by the school).
		
		If the Member owns or is responsible for loss of or damage to the defibrillator, we can confirm that the RPA will provide an indemnity for the cost of repair / replacement in the event of loss or damage. If you are responsible for loss or damage, please note;
		
		• Cover is "All Risks" by any cause not excluded, two exclusions that we would particularly bring to your attention are as follows:
		  ○ Damage by wind, rain, hail, sleet, snow, flood, sand dust or freezing to property in the open is excluded.
		  ○ Theft by any person lawfully on the premises is excluded. In the event of a claim the Member would have to demonstrate that theft / attempted theft was as a result of someone not lawfully on the premises.
		• Each and every claim is subject to your usual Member Retention (£250 for Nursery and Primary Member schools and £500 for all other Member school's, each and every loss)
		
		Subject to this being a permitted activity of the Member, under the Members articles, (in the case of academies) we can confirm that subject to the RPA Membership Rules, the Employers Liability and Third Party Public Liability sections will apply. Please note RPA will not provide an indemnity to any other party including any other user (or if applicable, owner) of the defibrillator.
		
		The Member will also need to undertake, record and adhere to a risk assessment.

Question No.	Question	Response
15.	Please can you confirm cover for solar / photovoltaic panels situated on the roof of our building. They would be retained by the LA, so they would not be part of the property that is leased to the academy trust, but the lease would make us responsible for loss or damage to them. The Council would retain responsibility for maintenance / repair of the panels.	The RPA will provide cover for loss or damage to the solar / photovoltaic panels, if the Member owns them or is responsible for loss or damage under a lease agreement, subject to the Membership Rules. If the Member is not responsible for loss or damage RPA cover will not apply. The RPA will not provide any indemnity attaching to any third party organisation i.e. the installer of the solar / photovoltaic panels. Cover will be provided by the RPA under Section 1, Material Damage and Section 4, Third Party Public Liability. The Member is responsible for the first £500 of each and every loss, other than for nursery and primary Member schools where the Member Retention is £250, each and every loss. Please note the following exclusions: 1. Damage is excluded if caused by wind, rain, hail, sleet, snow, flood, sand, dust or freezing. 2. Damage or consequential loss caused by or consisting of theft or attempted theft by any person lawfully on the premises. 3. Suitable and sufficient risk assessments are required to be undertaken, recorded and adhered to. 4. There is no requirement for the RPA to see a copy of the risk assessment.
16.	Can you please confirm whether a hired Cherry Picker, to complete some work at height, would be covered by our RPA membership please?	The definition of contents, within the Membership Rules, includes plant equipment when the Member owns it or is responsible for it under a hire agreement. The RPA will provide an indemnity for repair or reinstatement costs if plant equipment is damaged by a peril not excluded by the Material Damage section to its full reinstatement value, less the Members usual Member Retention of first £500 of each and every loss, other than for nursery and primary Member schools where the Member Retention is £250, each and every loss.. The RPA does not provide an indemnity for repair / reinstatement costs due to breakdown or fragmentation, nor does the RPA provide an indemnity for damage or consequential loss caused by or consisting of: • gradual deterioration, wear and tear • inherent vice, latent defect, frost or the Property's own faulty or defective design or materials • faulty or defective workmanship, operational error or omission on the part of a Member or any of the Member's Employees • or connected with the correction of defects in design or content of any computer records or program and any costs and expenses associated therewith • pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds Please also note that damage to or consequential loss in respect of moveable property in the open or open sided buildings is excluded if caused by wind, rain, hail, sleet, snow, flood, sand, dust or freezing, and theft damage or

Question No.	Question	Response
		consequential loss caused by or consisting of theft or attempted theft by any person lawfully on the premises is excluded under the Material Damage section. In terms of risk management / mitigation, RPA Members are required to maintain 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. Please ensure that risk assessments are undertaken when using the plant / machinery especially if a member of staff is using it and that they have had suitable and sufficient training in order to operate it safely. The hire company should also have in place the relevant insurance including third party liability.
17.	Can you confirm if a new building / extension / modular building / temporary structure which is due to be handed over to us shortly, will be covered by the RPA, and if so, what information do you require to ensure it is covered?	The RPA works on a non disclosure basis, therefore, the RPA automatically covers all property (Buildings and Contents) the RPA Member owns or is responsible for insuring including under a hire or lease agreement, subject to the Membership Rules. Therefore, we can confirm cover once the new building / extension / modular building / temporary structure has been handed over to the Member from the contractor. To confirm, there is no requirement to notify the RPA of any sum's insureds including any additions, deletions or changes in value.

Minor Works

Question No.	Question	Response

1.	Is there a requirement to notify the RPA of building work to our properties?	There is no requirement to notify the RPA of building works. Specific risk management guidance is available on SharePoint (RPA Risk Management Portal). See question 3 of the FAQs in relation to 'joint names' cover.
2.	The limit for Contract works (minor works) is £250,000 per loss. If a Member has a major refurbishment project, which exceeds this amount, is there scope to extend this limit for the period of the works, or would we need to purchase commercial insurance?	The RPA will cover minor works only. The £250,000 limit cannot be extended. For larger works, the RPA will provide cover up to the first £250,000 of any one claim, however, you will need to consider whether works in excess of £250,000 should be covered by commercial insurance. Funding of the insurance would need to be included in the overall funding for the project. See question 3 of the FAQs in relation to 'joint names' cover with the contractor for both the contract works and existing structure.
3.	Does the RPA provide 'joint names' cover or waive subrogation rights against contractors who damage existing structures or contract works during refurbishment projects?	RPA members cannot agree to insure the existing structure in 'joint names' with the contractor, nor can it agree to obtain a waiver of subrogation for the contractor from its insurer. RPA is not insurance and is unable to provide 'joint names' cover or waive subrogation rights against any party including the contractor. Subrogation is the right to pursue the contractor where they have caused a loss for which RPA covers you and has paid a claim. Please see below options to RPA members in relation to cover for contract works. If the RPA member opts for cover for contract works under the RPA (option a) below), RPA members cannot agree to any contract clause which requires the member to insure the contract works in 'joint names' with the contractor, nor can it agree to obtain a waiver of subrogation for the contractor from RPA. The considerations set out above need to be addressed prior to a Member putting a project out to tender. Failure to do so will result in losses not covered by the RPA, the Member being in breach of contract and potentially high additional insurance costs later in the project. **Existing structures** RPA member to cover the existing structures under the RPA, the contractor to retain any responsibility for any damage that it causes to the existing structure. The contractor can cover this risk by way of a third-party public liability insurance policy. This may require amendments to some template construction contracts such as JCT. The member will need to seek legal advice in this regard. **Contract works** The options available to the RPA member in relation to cover for the contract works are as follows: a) RPA member may rely on the cover provided by the RPA (limited to £250,000 any one claim) and the contractor to retain any responsibility for any damage that it causes to the works. The contractor can cover this risk by way of a third-party public liability insurance policy; or b) RPA member may take out commercial insurance for loss of or damage to the works only in joint names with the contractor to cover the full reinstatement value of the works for the duration of the works; or the c) RPA member may require that the contractor take out commercial insurance for the works only in joint names with the RPA member to cover the full reinstatement value of the works for the duration of the works. If opting for an insurance solution for the cover for contract works (option b) or c)), RPA members should think about and build insurance costs into their overall project costings to ensure the overall costs remain transparent and are fully budgeted for. Note that these are options for the works only and not the existing building which remains covered by RPA. information on how the RPA member can arrange insurance cover can be accessed via the RPA welcome pack. To discuss the cover provided by RPA, you can contact the RPA cover advice line on 0117 9769 361 or email RPACover@wtwco-gsp.com.

4.	We are arranging for contractors to undertake works at our school. What are our options for cover under RPA?	Regardless of the value of the works, the existing structure is covered by your RPA membership. However, as the RPA is not commercial insurance it is therefore **unable** to provide 'joint names' cover, or waive subrogation rights, against any party including the contractor. (Subrogation is the right to pursue the contractor where they have caused a loss for which RPA covers you and has paid a claim.) The contractor retains any responsibility for any damage that it causes to the existing structure. The contractor can cover this risk by way of a third-party public liability insurance policy. RPA members **cannot** agree to any contract clause which requires the member to insure the existing structure in 'joint names' with the contractor, nor can it agree to obtain a waiver of subrogation for the contractor from RPA. **Please check your contracts carefully prior to signing to ensure this does not happen.** The considerations set out above needs to be addressed prior to a Member putting a project out to tender (or submitting a CIF bid). Failure to do so may result in losses not covered by the RPA, the Member being in breach of contract and potentially high additional insurance costs later in the project. **Works valued below £250,000** RPA membership is able to cover the contract works (limited to £250,000 any one claim). RPA members **cannot** agree to any contract clause(s) which require the member to insure the contract works in 'joint names' with the contractor, nor can it agree to obtain a waiver of subrogation for the contractor from RPA. **Please check your contracts carefully prior to signing to ensure this does not happen.** The contractor retains any responsibility for any damage that it causes to the contract works. The contractor can cover this risk by way of a third-party public liability insurance policy. **Works valued above £250,000** The options available to the RPA member in relation to cover for the contract works are as follows; The RPA member must either: a) take out **commercial insurance** for loss of or damage to the contract works in joint names with the contractor to cover the full reinstatement value of the works for the duration of the works; or the b) require that the contractor take out **commercial insurance** for the contract works in joint names with the RPA member to cover the full reinstatement value of the works for the duration of the works. RPA members should think about and build insurance costs into their overall project costings to ensure the overall costs remain transparent and are fully budgeted for. Further information on how the RPA member can arrange insurance cover can be accessed via the RPA welcome pack. To discuss the cover provided by RPA, you can contact the RPA cover helpdesk on 0117 9769 361 or email RPACover@wtwco-gsp.com.

Business Interruption

Question No.	Question	Response
1.	Does the RPA provide Business Interruption cover for the following: - 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.	The RPA will provide an indemnity for increase in cost of working only following any of the incidents described. Cover is limited to £10,000,000 any one loss. The applicable Member Retention, per loss, would be deducted.
2.	Is 'Increased cost of working' the same as business interruption?	The Business Interruption section of the RPA will cover Increased Cost of Working incurred by the Member to maintain the provision of services either following damage covered by Section 1, Material Damage of the RPA, or the extensions to the Business Interruption section (e.g. denial of access).
3.	Will the Business Interruption section of the RPA cover loss of income?	Cover under the RPA is in relation to Increased Cost of Working only; there is no cover for loss of revenue or loss of income either by the Member or a hirer.
4.	Does the RPA cover additional costs incurred to maintain the business during the first 48 hours following a material damage loss?	Yes, any claim will be subject to a Member Retention of £500 per claim (reducing to £250 for Nursery and Primary Member schools).

Employers Liability

Question No.	Question	Response
1.	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. The RPA is not insurance. Can you confirm that the scheme is compliant with the requirement in law for companies such as schools to hold adequate Employers' Liability insurance?	Schools 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 Member, from an employee of the Member will be satisfied out of moneys provided by parliament. 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 Secretary of State for Education (SoS)). Schools that are relying on the RPA for Employers' Liability cover are compliant with the law.
2.	Please confirm that we will receive a 'Certificate of Employers' Liability Insurance' as required by the Employers' Liability (Compulsory Insurance) Act 1969.	As schools 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 the Member will be provided with a Confirmation of RPA Membership Document which confirms the level of Employers Liability cover provided by the RPA. RPA Member schools can display this document, if they wish to.
3.	The RPA provides an indemnity to Member schools for costs and damages related to injury sustained by employees caused by exposure to asbestos, but in relation to academies only for the period from which the academy became an academy and for all other schools, the five year period prior to joining. Further cover only applies to the extent that an indemnity is not provided to the Member by an insurance policy. How will the RPA respond to claims for mesothelioma cases?	The Compensation Act 2006 expressly provides cover in respect of damages for mesothelioma cases to be recoverable in full from any one employer or multiple defendants on a joint and several bases. 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. The RPA is not insurance and as such will only provide an indemnity for the period stated in the RPA Membership Rules. Members 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.
4.	We have a number of parents that are willing to volunteer their services to us in their spare time; such services include activities such as gardening and painting fences. Are they covered?	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 Member. Please find below a link to the HSE guidance on how to manage volunteers. https://www.hse.gov.uk/voluntary/index.htm?utm_source=govdelivery&utm_medium=email&utm_campaign=guidance-push&utm_term=volunteer-headline&utm_content=digest-5-may-22

Question No.	Question	Response
		The Member will need to undertake risk assessments for the activity in question in the same way that it would for employees and pupils.
5.	Does the RPA provide cover for students undertaking work experience at the Member school?	We can confirm that Persons engaged by a Member under work experience training, study or similar schemes are defined as an 'Employee' of the Member and therefore they will have the same cover as all employees, for the duration of the work experience placement at the Member school. Therefore, they will have cover under Section 3, Employers Liability, to the extent that the Member is legally liable to pay compensation or damages following death or injury to them, during the work experience placement. The Member school's own students will also be covered as 'Employees' whilst they are undertaking work experience within their home school.
6.	We currently have a member of staff who is signed off long term sick, and we have a sick note to that effect. They have recently undertaken an Occupational Health Assessment which has advised that they could return to work in a reduced capacity which would aid their general wellbeing. We would obviously undertake a risk assessment and adapt their working conditions accordingly. Due to the nature of their illness the sick note would still remain in force. The question is are we covered if they were to have an accident / injury whilst on-site with the sick note still being valid?	The RPA has no specific requirement in this regard. There is a general requirement that a member maintains a minimum standard of risk management which includes taking all reasonable precautions to prevent accident or injury, setting and maintaining systems for the protection of employees and compliance with the laws of England and Wales. A risk assessment will need to be undertaken and if that risk assessment deems that the employee should not return to work because they do not have a fit for work note / return to work note, and you rely on the fact that their GP has signed them off, then you should not let them return to work. Ultimately however, it will be for the Member to decide whether the employee should be allowed to return to work. If they do return to work and suffer a work related injury the RPA will provide indemnity to the Member under the Employers Liability section to the extent that the Member is legally liable to pay compensation or damages to the injured party.
7.	Please confirm if pupil home visits by Member staff are covered by the RPA?	Please refer to Question 54 under 'General Cover questions'

Third Party Public Liability

Question No.	Question	Response
1.	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 schools 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, 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.
2.	What is the extent of third party liability cover provided for first aiders?	RPA will provide 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 first aid. Indemnity will also be provided to any first aider (other than any doctor, nurse, surgeon or dentist while working in a professional capacity) who is providing first aid and has received sufficient and suitable training. Member employed medical professionals, such as doctors

Question No.	Question	Response
		and nurses, will need to take out and maintain medical malpractice insurance or indemnity coverages.
3.	Does the RPA cover hirers of rooms within our premises?	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 such insurances 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. Risk assessments should be undertaken, recorded and adhered to.
4.	Please can you confirm if the RPA has a stipulation regarding the level of Public Liability Insurance that a supplier / hirer / contractor should have?	The RPA doesn't recommend what level of Public Liability insurance third party organisations should have as this would depend on the activity being undertaken and the likelihood of it causing injury to Member employees, pupils and visitors that maybe on Member premises, and damage to third party property e.g. Member property. The Member would need to undertake a risk assessment to assist with this process and consult the Members legally appointed competent person.
4.	Does the RPA cover damage to neighbouring properties by trees on our land?	The RPA will provide an indemnity to the Member if the Member is legally liable to pay compensation to a neighbour for damage caused to the neighbour's property.
5.	To what extent will RPA cover liabilities attaching to the Member that relate to the acts of third party contractors?	The RPA will defend such a claim on behalf of the Member and provide an indemnity to the Member if the Member 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. Any third party contractor working on Member premises or providing goods or services to the Member should have in place adequate third party public (and if appropriate products) liability insurance cover and the Member should seek evidence of such cover.

Question No.	Question	Response
		Members 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 Member if a claim is brought against the Member for which the contractor is legally liable.
6.	Are visitors to our premises covered under the RPA?	The RPA will provide an indemnity to the Member if the Member is legally liable to pay damages or compensation in respect of personal injury or property damage to third parties who are visiting the Members premises.
7.	The RPA provides an indemnity to Members for costs and damages related to injury sustained by third parties caused by exposure to asbestos but in relation to academies only for the period from which the academy became an academy and for all other schools, the five year period prior to joining. Further cover only applies to the extent that an indemnity is not provided to the Member by an insurance policy. How will the RPA respond to claims for mesothelioma cases?	The RPA will provide an indemnity to an academy for mesothelioma claims provided that: 1. The claim relates to exposure occurring after the date the school became an Academy Trust 2. 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. The RPA will provide an indemnity to all other Member schools (LAMS) for mesothelioma claims provided that: 1. The claim relates to exposure occurring during the period of the school's membership of the RPA or five years prior to the school joining the RPA 2. An indemnity is not provided by an insurance policy 3. The school or local authority had no knowledge of the claim prior to opting to join the RPA
8.	Does the RPA provide third party public liability cover for pupils going to external organisations for work placements / experience?	The RPA may provide an indemnity if a Member 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. All employers need employers' liability insurance unless they are exempt from the Employers' Liability (Compulsory Insurance) Act. The following employers are exempt: 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,

Question No.	Question	Response
		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 Third party public liability cover will apply (to the extent the Member is legally liable to pay compensation) if the Member own pupils are undertaking work experience within the Member school itself.
9.	A pupil wishes to undertake work experience with an employer who does not have Employers' Liability insurance. Will RPA provide cover?	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: 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 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 that the employer may become legally liable to pay to the pupil.
10.	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. Commercial Insurance would need to be sought for gradual pollution / contamination risks.
11.	Does the RPA cover Tour Operator's Liability?	No, commercial insurance cover will need to be sought if this is required.

Question No.	Question	Response
12.	We are hiring a bouncy castle / inflatable, are we covered for legal liabilities that the Member may incur?	The RPA will provide an indemnity if the Member is legally liable to pay compensation for death, injury or third party property damage arising out of this activity. The RPA will not indemnity any other party to which a legal liability may attach (e.g. the owner of the bouncy castle / inflatable). The Member should seek confirmation of the owner's Third Party Public Liability insurance. The Member should also undertake a risk assessment and adhere to any risk mitigation identified each time a bouncy castle is hired. SharePoint (RPA Risk Management Portal) contains a guidance document on the use of inflatables.
13.	Does the RPA include cover for drones?	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. Cover is subject to the RPA Membership Rules (including the general risk management requirements and applicable Member Retention per claim). A full risk assessment in respect of this activity is required, ensuring that pilots of such devices are suitably trained and follow all relevant legislation as documented by the Civil Aviation Authority.
14.	Does the RPA include cover for Member productions and performances, i.e. Christmas shows, pantomimes, musicals?	As long as the event is run directly by the Member, the applicable sections of the RPA (including Third Party Public Liability, Employers Liability, and Personal Accident) will respond, subject to the Membership Rules.
15.	Are we covered when hiring a mobile / pop up swimming pool for students and staff to use?	As long as this is a permitted activity of the Member, under the Members articles, (in the case of academies) the RPA will provide indemnity and the relevant sections of the RPA will respond, subject to the Membership Rules, including under: 4. Section 1 (Material Damage) if the Member is responsible for loss or damage to the swimming pool under a hire or lease agreement, within the scope of the rules, to its full reinstatement value; 5. Section 3 (Employers Liability) if the Member is legally liable to pay compensation or damages in relation to death or injury sustained by an employee whilst undertaking this activity; 6. Section 4 (Third Party Public Liability) where the Member is legally liable to pay compensation in relation to damage to third party property or death or injury to a third party when undertaking this activity. Pupils are classed as third parties. Risk assessments will need to be undertaken, recorded and adhered to. The RPA will not provide an indemnity to any other party, such as the owner / provider of the swimming pool for any legal liability that they may incur. You will need to ensure that the owner / provider of

Question No.	Question	Response
		the swimming pool has in place adequate and appropriate Third Party Liability insurance for this activity. Please note that damage to or consequential loss in respect of moveable property in the open or open sided buildings is excluded if caused by wind, rain, hail, sleet, snow, flood, sand, dust or freezing.
16.	Does the RPA provide cover for swimming lessons?	The RPA will provide indemnity to the Member, to the extent that the Member is legally liable to pay compensation or damages following death or injury to third parties (including pupils) or employees arising out of this activity if it is a permitted activity of the Member, under the Members articles (in the case of academies). The RPA will not provide any indemnity attaching to the owner of the swimming pool or provider of the swimming lessons if they are provided by a third party and not a Member employee. Risk assessments will need to be undertaken, recorded and adhered to.
17.	What cover is provided by the RPA in respect of E-bikes and E-scooters, either being used by employees, pupils and visitors, in terms of theft and damage, but more importantly in cases of accident or injury to the rider or a third party / property?	E-bikes and e-scooters that are owned by pupils (or staff), 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. The Member is responsible for the first £500, each and every loss, unless the Member is a Nursery or Primary Member school where this is reduced to £250, each and every loss, known as the Member Retention. Therefore, 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 Member property. Any claims for personal effects should, in the first instance, be notified by the individual to their insurer. For e-bikes and e-scooters that are owned by the Member, if this is a permitted activity of the Member and they are used for undertaking business activities of the Member and they will not be registered for road use or used where motor insurance is required by law, RPA cover will apply. The RPA will provide indemnity to the Member under Section 4, Third Party Public Liability, if the Member is legally liable for death, injury or third party property damage caused by the use of the e-bikes and e-scooters. Cover would also apply under Section 3, Employers Liability if the Member is legally liable for death or injury to an employee. Loss or damage to them will be covered by Section 1, Material Damage, however, each and every claim will be subject to the usual Member Retention Please note the RPA excludes damage to property kept in open sided buildings and moveable property in the open. The cover provided is subject to the Membership Rules.

Question No.	Question	Response
		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. Risk assessments will need to be undertaken, recorded and adhered to. You will need to take particular care over where the e-bikes are stored so as not to cause damage to Member property, i.e. they should not be stored within Members buildings. With regards to compliance with the laws of England and Wales and compliance with UK Government guidance as appropriate, whether e-bikes are owned by the Member or pupils they are subject to legislation, the Member will need to ensure that itself, staff and pupils are compliant with the legislation. Please see the below link to GOV.UK: Riding an electric bike: the rules - GOV.UK In summary, riders of electric bikes must be over the age of 14, the bikes themselves must have pedals that can be used to propel it, and the motor must not be able to propel the bike when it is travelling at more than 15.5 miles an hour. Otherwise, the bike will be deemed a motorcycle or moped and will require insurance in compliance with the Road Traffic Act.

Question No.	Question	Response
		In relation to e-scooters please see the below link to GOV.UK: E-scooter trials: guidance for users - GOV.UK In summary only e-scooters rented as part of a government trial can be used on the public highway or public places. It is against the law to use privately owned e-scooters on the public highway or public land. **You will need to ensure therefore that pupils or staff are not bringing privately owned e-scooters onto Members property and that any use of e-bikes is compliant with legislation.** **If the Member itself is found to be in breach of legislation, the RPA will not indemnify any resultant fines the Member may incur.**
18.	We are writing to inform that we are in the process of installing two EV chargers (Electric Vehicle) at our school. Do we need to inform you?	There is no requirement to notify the RPA. The RPA will provide cover for loss or damage of the EV chargers, if the Member owns them or is responsible for loss or damage, including under a hire or lease agreement, subject to the Membership Rules. If the Member is not responsible for loss or damage, RPA cover will not apply. The RPA will not provide any indemnity attaching to any third party organisation i.e. the installer of the EV chargers. Cover will be provided by the RPA under Section 1, Material Damage and Section 4, Third Party Public Liability. The Member is responsible for the first £500 of each and every loss other than for nursery and primary Member schools where the Member Retention is £250, each and every loss. Please note the following exclusions: • Damage is excluded if caused by wind, rain, hail, sleet, snow, flood, sand, dust or freezing. • Damage or consequential loss caused by or consisting of theft or attempted theft by any person lawfully on the premises. • Risk assessments are required to be undertaken, recorded and adhered to. There is no requirement for the RPA to see a copy of the risk assessment. There is a general requirement that a Member maintains a minimum standard of risk management,: **Precautions and Reasonable Care**

Question No.	Question	Response
		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.
19.	Please clarify whether employees would be covered to use physical restraint / physical intervention / positive handling of pupils when suitable training has been undertaken?	There are no specific requirements within the RPA in relation to risk management or mitigation including when using physical restraint / physical intervention / positive handling of pupils, however, 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;

Question No.	Question	Response
		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. As stated above, suitable and sufficient risk assessments should be undertaken, recorded and adhered to and compliance with UK Government guidance. The Member would need to follow UK government guidance in the link below. As long as this guidance (or any amended guidance) is adhered to RPA cover will apply including under Section 4, Third Party Public Liability to the extent that the Member is legally liable to pay compensation or damages following death or injury to a pupil when using physical restraint / physical intervention / positive handling of pupils. Cover would also apply under Section 3, Employers Liability to the extent that the Member is legally liable to pay compensation or damages following death or injury to an employee. Use of reasonable force in schools - GOV.UK
20.	Are we covered under Section 34 of the Children's Wellbeing and Schools Act 2026 more commonly known as Benedict's Law?	As this is new legislation, we will continue to keep the position under review, as we do with all aspects of RPA cover. At present, where a public liability claim is brought against an RPA Member school alleging that a student has died or been injured as a result of the Members negligence and / or a breach of Section 34 of the Children's Wellbeing and Schools Act 2026 more commonly known as Benedict's Law, **subject to** the RPA Member complying with the statutory guidance on supporting pupils at school with medical conditions Supporting pupils with medical conditions at school - GOV.UK (www.gov.uk), RPA cover will apply as follows: 1. The RPA will defend the claim on behalf of the Member school. 2. If the Member school is found legally liable for the death or injury, the RPA will indemnify the Member for the compensation or damages it is required to pay. In no circumstances, will the RPA: 1. Indemnify any fines or penalties imposed on the Member or individuals for breaches of legislation, including Section 34 of the Children's Wellbeing and Schools Act 2026 more commonly known as Benedict's Law, existing Health and Safety legislation, or HSE Fee for Intervention (FFI). 2. Cover any costs associated with custodial sentences imposed on individuals found responsible for such breaches. DfE guidance is available on the new legislation at Allergy safety in schools - GOV.UK

Governors Liability

Question No.	Question	Response
1.	Will Trustees be covered by the Governors Liability section of the RPA?	The Governors Liability section of the RPA will indemnify Governors, members of the governing body or board of governors of the Member; Employees of the Member acting in a managerial capacity and any employee named as a co-defendant in a claim made against a Governor.
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 "either 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?	The Governors Liability section of the RPA will provide retrospective cover. The RPA will provide an indemnity for losses made against an Academy Trust during the Membership Year unless: 1. The cause of the loss occurred prior to the date of the signing of the funding agreement for the 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. The RPA will provide an indemnity for losses made against all other schools during the Membership Year unless: 1. An indemnity is provided by an insurance policy 2. The school had prior knowledge of before opting to join the RPA.
4.	Can you give a breakdown of costs for RPA? Our risk managers have requested the cost for Governors insurance as this is required for our annual accounts return.	The Risk Protection Arrangement (RPA) is an alternative to insurance where UK government funds, cover losses that arise. Unfortunately, we are unable to break down the overall cost, therefore you will need to explain that you are a member of the RPA and are unable to disclose this amount.
5.	The Governors Liability section of the RPA excludes claims arising out of, based upon or attributable to any personal injury or damage to property. Is there any cover for Governors if a claim is brought against them for injury or damage?	Yes, if a claim for personal injury is brought by an employee of the Member this will be dealt with under the Employers Liability section of the RPA. If a claim for injury or property damage is brought by a third party this will be dealt with under the Third Party Public Liability section of the RPA.
6.	Can you confirm cover for Trustees of an Inactive Academy Trust?	To confirm, an Inactive Academy Trust may remain in membership of the RPA up to the point the Inactive Academy Trust is dissolved, subject to the RPA Membership Rules. The Inactive

Question No.	Question	Response
		Academy Trust Member will still be entitled to the benefits relating to its period of membership, the period of membership being up to the point the Trust is dissolved, including cover for Trustees of the Inactive Academy Trust as set out in the Rules. The Governors Liability section works on a ‘Claims Made’ basis which means for RPA to respond, the claim, or incident that could give rise to a claim, must be notified to the Third Party Administrator during the Membership Year i.e. before the Trust is dissolved.

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?	The Professional Indemnity section of the RPA will provide retrospective cover. The RPA will provide an indemnity for losses made against the Academy Trust during the Membership Year unless: 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. The RPA will provide an indemnity for losses made against all other schools (LAMS) during the Membership Year unless: 1. An indemnity is provided by an insurance policy 2. The school 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 Member is providing advice to other schools? Examples being HR, Finance, IT and Facilities Management.	Subject to the activity being a permitted activity of the Member, under the Members articles, (in the case of academies) the RPA will provide an indemnity to the Member subject to individual employees not being remunerated directly by the other schools. The relevant sections of RPA cover will apply, including under: 1. Section 3 (Employers Liability) if the Member is legally liable to pay compensation in relation to death or injury sustained by the employee whilst undertaking this activity; 2. Section 4 (Third Party Public Liability) where the Member, or employee acting on behalf of the Member, is legally liable to pay compensation in relation to damage to third party property or death or injury to a third party arising from this activity; 3. Section 10 (UK Travel) compensation for travel related costs including loss of baggage, money, and travel disruption, where applicable. 4. Section 6 (Professional Indemnity) where the Member, or employee acting on behalf of the Member, is legally liable to pay compensation in relation to any actual or alleged errors or omissions that relate to this activity.

Money

Question No.	Question	Response
1.	Please confirm that we are covered for loss / theft of money held on our premises and in our safe. Please confirm if we do have cover for such an event and if so, how much we are covered for?	The cover provided under section 8, Money, is in respect of money in transit, on the premises, at the private dwelling houses of any authorised Employee or Governor and loss of or damage to the safe or strongroom including locks, any case, moneybelt or waistcoat used for the carriage of money following theft or attempted theft and any stamp or franking machine. Also cover for damage to clothing or personal effects belonging to any Governor or Employee following robbery or any attempt limited to £500 any one loss. The Member Retention is £100, each and every loss, other than nursery or primary Member schools where the Member Retention is £50, each and every loss. The limits of liability are as follows: Limit of Liability The RPA Administrator's Limit of Liability shall be: **Description** 1. Stamped national insurance cards, crossed cheques, crossed giro cheques, crossed bankers drafts, crossed warrants, national savings certificates, premium savings bonds, franking machine impressions, credit company sales vouchers and VAT invoices, limited to £250,000, any one loss 2. Money other than described in 1 above: Not contained in a locked safe or strongroom at the **Premises** when open for business or attended by authorised Employees or Governors, limited to £5,000 any one loss On the Premises when closed or unattended, limited to £500 any one loss In transit in the custody of the Member, limited to £5,000 In a bank night safe until liability is accepted by the bank, limited to £5,000 any one loss In a locked safe or strongroom at the Premises, limited to £10,000 4. Any other loss, limited to £500 5. Damage to the safe or strongroom, reinstatement cost.

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 trip within the UK is cancelled due to weather conditions e.g. storm or heat?	The RPA will provide an indemnity if a trip is cancelled as a direct and necessary result of any cause outside of the Members control. The RPA does not cover cancellation due to disinclination to travel. If a trip is cancelled because of extreme weather conditions would make the trip less enjoyable, RPA cover would not apply, however, if the venue being visited is damaged / no longer available or transport is no longer available then cover would apply. If the Member feels that it has a strong case for cancelling a trip, in such circumstances this should be referred to the Third Party Administrator to consider the circumstances on a case-by-case basis, whether costs can be reimbursed.
2.	What 'journeys' are covered by RPA?	"Journey" is defined as: 1. A school trip, excursion or work experience placement which is related to education; authorised by the Member and involves travel outside of the school boundaries, but excluding social events; 2. A trip by any Employee or Governor in connection with the Business; authorised by the Member and involves travel outside of the school boundaries.
3.	Would the RPA indemnify losses if we decide to cancel a trip due to a terrorist attack in the UK, which occurs, between the booking and the commencement of the trip?	If the trip is cancelled due to the venue 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 Member, However, if the venue / access to the venue remains available, and it is the Member or individual pupil / parent that decides to cancel this would be deemed 'disinclination to travel' which is not covered by the RPA. If the Member feels that it has a strong case for cancelling a trip, in such circumstances this should be referred to the Third Party Administrator who will consider the circumstances on a case-by-case basis, whether costs can be reimbursed.
4.	We have a volunteer attending a trip; will they require their own travel insurance whilst acting as a volunteer on this trip?	Volunteers are included within the definition of 'Employee' and are therefore covered as such while conducting 'Business' activity of the Member, this would include UK trips by a Member. Please find below a link to the HSE guidance on how to manage volunteers. https://www.hse.gov.uk/voluntary/index.htm?utm_source=govdelivery&utm_medium=email&utm_campaign=guidance-push&utm_term=volunteer-headline&utm_content=digest-5-may-22

Question No.	Question	Response
		The Member will need to undertake risk assessments for the activity in question in the same way that it would for employees and pupils.
5.	Does the RPA cover ex pupils attending trips?	The RPA will provide cover under the relevant sections in relation to pupils attending trips where they were pupils at the time of booking such trips.
6.	We have been asked by a parent if her daughter might be able to join our Gold Duke of Edinburgh expedition programme as she cannot do her school one as it clashes with the Core Maths exams in the summer. Please can you confirm if RPA cover will apply?	The child will be covered as a third party to the Member; therefore, cover will apply in case of death or injury, if the Member is legally liable. The child will need to make their own arrangements for travel insurance (including personal liability).
7.	Please confirm what conditions we need to adhere to when travelling in the UK	Section 10, UK Travel Conditions are as follows: i. Members must always adhere to DfE and wider United Kingdom government guidance relative to travel and booking educational visits. ii. Where possible, Members must book the educational visit through a tour operator or travel agent and where appropriate ensure that the tour operator or travel agent with whom the educational visit is being booked is bonded with an organisation approved by the Department of Trade and Industry (examples include Association of British Travel Agents (ABTA) and Association of Bonded Travel Organisers Trust (ABTOT)). iii. Members must undertake full and thorough risk assessments in relation to all educational visits and ensure that any public health advice, such as hygiene and ventilation requirements, is included as part of that risk assessment. iv. Claims must be submitted and handled as set out in the RPA welcome pack and the Claims Guidelines section of the Rules. v. For a claim to be valid, all aspects of the trip including venue, accommodation and travel must have been booked before the claim is made.
8.	Do pre-existing medical conditions need to be notified to the RPA?	There is no requirement to disclose pre-existing medical conditions, however, please note that the RPA will not provide indemnity for trips in circumstances involving a Person who is travelling or intending to travel against the advice of a medical practitioner or for the purpose of obtaining treatment or advice. Risk assessments would need to be undertaken, recorded and adhered to and take into account the persons particular medical needs. Note that there is no medical treatment (emergency or otherwise) cover etc. for UK trips.

Overseas Travel

Question No.	Question	Answer
1.	Do pre-existing medical conditions need to be notified to the RPA?	There is no requirement to disclose pre-existing medical conditions, however, please note that the RPA will not provide indemnity for trips in circumstances involving a Person who is travelling or intending to travel against the advice of a medical practitioner or for the purpose of obtaining treatment or advice. As long as they are not travelling against the advice of a medical practitioner, the RPA will provide reimbursement of emergency medical treatment including hospitalisation if they are ill in connection with their existing medical condition whilst on the overseas trip. Risk assessments would need to be undertaken, recorded and adhered to and take into account the persons particular medical needs.
2.	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 in 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. Please refer to the conditions under Section 11, Overseas travel (Non UK) Travel Expense, including winter sports, for a full list of conditions. If the conditions are not adhered to RPA cover will not respond, in the event of a claim.
3.	Is there a cover summary document that we can provide to parents?	The final page of your annual membership documentation (Confirmation of risk protection arrangement (RPA) membership) summarises the overseas travel cover provided by the RPA, confirms the name of the Member , Membership number and Membership Period as well as, emergency contact details to notify claims.
4.	How will hospitalisation / repatriation costs be paid? Will we have to pay upfront?	Hospitalisation / repatriation / rescue and other claims will, in some cases, be settled directly between the RPA Third Party Administrator and the hospital / transporting / rescue organisation. However, many hospitals do require some kind of upfront payment. For overseas travel medical claims, the Third Party Administrator (TopMark) advise that: 1. The Member contact NGS via the travel app at the earliest possible juncture. 2. NGS are able to provide 24/7 help, translation services, and can collate invoices that will later be sent to the TopMark for payment.

Question No.	Question	Answer
		3. NGS then inform the Third Party Administrator of the claim and NGS will provide you with TopMark reference number. 4. Where possible, ensure before going on the trip that there are funds available for medical emergencies that may arise. The RPA will later refund any invoices paid by the Member, subject to compliance of the Membership Rules. 5. If any issues arise with this or the Member is unable to pay anything upfront, contact NGS or TopMark immediately.
5.	In respect of overseas trips, are there an Emergency Medical and Urgent Incidents Assistance Helpline?	The RPA Welcome Pack – Overseas Travel document includes the information you will need, which has been reproduced below for ease. In an emergency whilst on an overseas trip please contact +44 203 475 5031 with the following information: • Your location and current situation • A description of what has happened / when / details of those affected • A description of exactly what assistance is needed If real time translation is required, confirm which language is required. For general assistance call +4403300 585 566. All other claims to be notified via the claims portal www.rpaclaimforms.co.uk. For details of how to access the pre-travel advice and Travel App please see the reverse of your RPA Membership document or via the claims portal www.rpaclaimforms.co.uk/membership-information-page/.
6.	Is Personal Liability covered?	Yes, the RPA will provide cover up to £5,000,000 per person as per the RPA Membership Rules.
7.	Does the RPA include search and rescue by helicopter?	Cover is provided for search and rescue expenses that are 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 whether safety conditions are such that it becomes necessary to do so, to prevent that person from sustaining injury or becoming ill. The cover is limited to £100,000 per event.

Question No.	Question	Answer
8.	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 requirements.
9.	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, however, an indemnity will not be provided for hospital treatment provided on an in-patient basis, where the ill / injured 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.
10.	Some of our students have still not received their Global Health Insurance Cards (GHIC), so do we need to request parents to take out private cover if these do not arrive or if this is something that is not needed under the RPA?	There are no particular requirements on using GHIC's under the RPA arrangement and the emergency medical expenses cover will not be affected where GHIC's have not been received. However, applying for healthcare cover abroad (GHIC and EHIC) - NHS link indicates that approval, in most cases, would be provided in 24 hours, therefore if a physical card is not received, we would expect the Person to demonstrate that the Person did apply for it prior to the trip as it should form part of the Members general risk assessment for overseas trips. Please refer to the RPA Membership Rules, Section 11 for full details of the cover provided in respect of medical expenses.
11.	As the RPA is not insurance, will hospitals / doctors refuse the RPA as guarantee of payment for large medical expenses?	The RPA Member may be expected to fund some medical expenses upfront, however the RPA Third Party Administrator will be in direct contact with the hospital / doctor, therefore, the RPA not being insurance will not be an issue. Refer to question 4, above, for further details.
12.	We have a volunteer attending our trip; will they require their own travel insurance whilst acting as a volunteer on this trip?	Volunteers are included within the definition of 'Employee' and are therefore covered as such while conducting 'Business' activity of the Member, this would include overseas trips by a Member. Please find below a link to the HSE guidance on how to manage volunteers. https://www.hse.gov.uk/voluntary/index.htm?utm_source=govdelivery&utm_medium=email&utm_campaign=guidance-push&utm_term=volunteer-headline&utm_content=digest-5-may-22 The Member will need to undertake risk assessments for the activity in question in the same way that it would for employees and pupils.
13.	Would the RPA indemnify losses if the Member decides to cancel a trip due to a terrorist attack in the country, which occurs, between the booking and the commencement of the trip?	If the trip is cancelled due to the venue being damaged in the attack, access to the venue denied due to damage in the surrounding area, or the FCDO (Foreign Commonwealth Development Office) advising against all travel or essential travel to the destination, then the RPA would respond as cancellation would be outside the control of the Member, if the Member is unable to defer the trip to a later date.

Question No.	Question	Answer
		However, if the venue / access to the venue remains available and the FCDO (Foreign, Commonwealth & Development Office) has not restricted travel to the destination, and it is the Member or individual pupil / parent that decides to cancel this would be deemed 'disinclination to travel' which is not covered by the RPA. If the Member feels that it has a strong case for cancelling a trip, in such circumstances this should be referred to the Third Party Administrator to be considered on a case-by-case basis, whether costs can be reimbursed.
14.	Does the RPA cover ex pupils attending Member trips?	The RPA will provide cover under relevant sections, in relation to pupils attending Member trips in circumstances where they were pupils at the time of booking such trips. In other circumstances where pupils from other Members are attending, they will need to obtain their own insurances, including travel insurance.
15.	Does the RPA cover trips which are facilitated by the Member but contractually are between a pupil or their parent / guardian directly with a tour operator or booking agent.	No, anyone taking part in the trip will need to make their own arrangements in relation to travel insurance.
16.	Will the RPA cover activities organised by host families when pupils are on foreign exchange trips e.g. skiing and ice skating?	As long as the exchange trip has been organised by the Member, that is a Member of the RPA, the RPA will provide cover to the pupil only when undertaking activities organised by the host family. The cover will apply under Section 11, Overseas travel (including winter sports), subject to the Membership Rules. Cover will also apply to the pupil under Section 4, Third Party Public Liability, where the Member is legally liable for causing injury to third parties during these activities. To confirm, the host family and any other third parties taking part in activities organised by the host family will need to obtain their own relevant insurances.
17.	Please confirm what conditions we need to adhere to when travelling overseas	Section 11 Conditions, are as follows: 1. Any Person participating in organised sports and physical leisure activities, hiking, trekking, mountaineering, rock climbing, pot-holing, caving, diving and outward bound activities must be supervised by persons with a reasonable standard of proficiency in the activity in which the Person is participating; 2. Any Person participating in caving, pot-holing, weaselling and climbing based activities must wear appropriate safety helmets and equipment; 3. Any person in charge of any canoeing or sailing of any kind including the use of powered vessels must have achieved a reasonable standard of sailing and navigational competence;

Question No.	Question	Answer
		4. Life jackets or buoyancy aids must be worn by any Person participating in yachting, canoeing or sailing; 5. Any Person participating in skiing, snowboarding, glacier walking or the use of ski-bobs or toboggans must wear appropriate safety helmets and equipment; 6. Any Person participating in any activity must wear appropriate safety equipment if instructed to by the adult supervising the activity; 7. Winter sports cover is restricted to: a) Persons engaging in skiing, snowboarding, glacier walking, curling, skating, the use of ski-bobs and toboggans where the Person has been judged by a qualified instructor to have appropriate experience and is under the supervision of qualified instructors or teachers; b) transits by lifts and recognised paths to and from skiing, boarding or skibob pistes under the supervision of qualified instructors or teachers; c) Unaccompanied use of nursery ski slopes or skating with the consent of a qualified instructor; 8. Members must always adhere to Department for Education and wider United Kingdom government guidance relative to travel and booking educational visits; 9. Trips must only be booked if at the time of booking there are no restrictions (as set by the United Kingdom Government) relative to travelling to the destination country; 10. Trips must only be booked if at the time of booking the destination country does not have any restrictions applicable to the entry of travellers from the United Kingdom; 11. Where possible, Members must book the educational visit through a tour operator or travel agent and where appropriate ensure that the tour operator

Question No.	Question	Answer
		or travel agent with whom the educational visit is being booked is bonded with an organisation approved by the Department of Trade and Industry (examples include Association of British Travel Agents (ABTA) and Association of Bonded Travel Organisers Trust (ABTOT)) and / or Air Travel Organisers Licence) ATOL) protected (as appropriate); 12. Members must undertake full and thorough risk assessments in relation to all educational visits and ensure that any public health advice, such as hygiene and ventilation requirements, is included as part of that risk assessment; 13. Claims must be submitted and handled as set out in the RPA welcome pack and the Claims Guidelines section of the Rules; 14. For a claim to be valid, all aspects of the trip including venue, accommodation and travel must have been booked before the claim is made; 15. Not incur any legal costs or expenses without the prior notification to the Third party Administrator who must provide written approval to the Member before any costs re incurred. Noting the Third party Administrator, with the approval from the RPA Administrator reserving the right to appoint their own legal adviser.

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 a Member 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?	It is a condition of the RPA that in cases relating to performance and / or conduct the Member 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. The indemnity available under the Legal Expenses section of the RPA is capped at £100,000 for all claims from a Member in any one Membership Year. Once the aggregate limit applicable to Section 12 (Legal Expenses) has been breached in any one Membership Year, any claim that occurred in that Membership Year cannot be carried forward to a new Membership Year.
3.	Does the RPA provide a legal helpline?	The RPA does not provide a legal helpline, however, legal helpline cover can be obtained via Get help buying for schools or via an insurance broker. Member Members 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.
4.	Will the RPA provide reimbursement for special severance payments?	No, special severance payments being paid to employees, contractors and others outside of normal statutory or contractual requirements are not reimbursable under the RPA.
5.	What is covered by the legal expenses section? Does it include all legal (solicitors) costs before / during / after an employment tribunal, and does it cover all claims / pay outs etc.?	The legal expenses that are indemnified under Section 12, Legal Expenses are in relation to a defined set of circumstances. Full details are contained within Section 12, however, in summary these include; 1. Employment disputes 2. Contractual disputes 3. Examination by HMRC or the Charity Commission, including VAT assessment appeals 4. School admission appeals and independent review panels 5. Civil actions in relation to school expulsions Cover also includes basic or compensatory awards following a breach of the school's statutory duties under employment legislation.

Question No.	Question	Response
		Not all claims will be covered under the Legal Expenses section. The extent of any cover will depend on the exact circumstances that give rise to a potential claim. As mentioned above, as well as cover for unfair dismissal the legal expenses section provides cover for reasonable and necessary costs to defend the member's legal rights in legal proceedings, in respect of any employees arising out of or relating to a contract of employment with the member, or an alleged breach of their statutory rights under employment legislation. The Legal Expenses Section is subject to a limit of £100,000 any one Membership Year and once the aggregate limit has been breached in any one Membership Year, any claim that occurred in that Membership Year cannot be carried forward to a new Membership Year. Cover is subject to the Members applicable Member Retention. However, Cover is subject to the Member being a Member of the RPA at the time of the tribunal and costs and expenses not being incurred without prior written agreement of the Third Party Administrator.
6.	Will legal costs be covered before notification to the Third Party Administrator has been made?	The indemnity provided under Section 12; Legal Expenses will not apply to legal costs incurred without prior notification to and approval by the Third Party Administrator

Cultural Assets

Question No.	Question	Answer
1.	What is the level of cover in respect of Cultural Assets?	The RPA Administrator's limit of liability is £10,000 in relation to any one Cultural Asset and £250,000 any one loss of multiple Cultural Assets. The first £100 of each and every loss is payable by the Member other than: i. Losses by Nursery and Primary Member schools where the Member Retention will be the first £50 of each and every loss ii. Where the incident giving rise to the loss also involves a claim under Section 1 (Material Damage) in such circumstances the Member Retention applicable to the Cultural Asset loss will be nil
2.	What is the definition of a Cultural Asset	The definition of cultural asset under the RPA is as follows: a Work of Art, Collectable, Heritage Asset or Antique excluding a Work of Art, Collectable, Heritage Asset or Antique.
3.	When is a Cultural Asset covered as part of the building and therefore covered under the Material Damage section of the RPA?	A Cultural Asset that forms part of the Building structure or is permanently fixed to the Building, would be included under the Material Damage section of the RPA.
4.	Are Cultural Assets within Unoccupied Buildings covered.	RPA does not provide cover for loss or damage to Cultural Assets in Unoccupied Buildings. An Unoccupied Building is defined as a building that has not been occupied for a period in excess of 30 days, this does not apply to buildings that are usually occupied but are only unoccupied during normal school holidays.

Cyber

Question No.	Question	Response
1.	What actions do I need to take to ensure that all of the Members within our MAT have Cyber Cover?	Cyber cover is automatic for all RPA Members, however, Members must comply with the following conditions for cover to apply. In the event of a claim the Member will be required to evidence compliance with all the conditions below: All members must: a. 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 pa*ges:* • *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* b. Have completed NCSC Training for all Employees and Governors who have access to the Member's IT system and it must be renewed annually. c. Register with Police CyberAlarm. When registering please use the code 'RPA MEMBER' in the Signup code box. d. Have a Cyber Response Plan in place. A template is available to download from the RPA members portal, from the Claims Handlers website or by emailing RPA.DFE@education.gov.uk
2.	Within the conditions of cover, can I ask you to clarify what you mean by access to the Members IT system?	Any Employee or Governor of the Member who has an account on the Members IT (e.g. email account) system will need to complete the training.
3.	Does it have to be the NCSC training, or can we use 'Educare' for all our staff training, there is a Cyber Security course on Educare that is accredited? Would this suffice if all staff have completed this course?	It does have to be the NCSC training and will need to be evidenced in the event of a claim. After completing the training, a certificate can be downloaded or can be recorded centrally by the Member.

Question No.	Question	Response
		We do encourage Member staff to undertake Cyber Security courses, but the NCSC training is the key one required to obtain the RPA Cyber Cover.
4.	Can you please advise what level of cover we have in the event of a cyber-attack?	In the event of a Cyber Event first discovered by the Member during any Membership Year, the RPA Administrator will pay to the Member the additional expenditure reasonably incurred in order to minimise any interruption, of or interference with, the Business carried on by a Member at the Premises during the Indemnity Period in consequence of said Cyber Event. A Cyber Event is defined as “Any actual or suspected unauthorised access to any computer, other computing and electronic equipment linked to computer hardware, electronic data processing equipment, microchips or computer installation that processes, stores, transmits, retrieves or receives data”. In the event of a Cyber Event, the RPA Administrator will also provide the following incident response services: 1. Breach Response Services 2. Investigation Services 3. Restoration, Remediation and Ongoing Monitoring The following conditions must be complied with: 1. All members must have offline backups 2. All Employees or Governors who have access to the Member’s information technology system must undertake NCSC training 3. All Members must register with Police CyberAlarm 4. All Members must have a Cyber Response Plan in place The limit of liability is £250,000, each and every loss, and the maximum aggregate liability in any one Membership Year for an individual Member. Where a Member is part of a Group Network with other RPA Members the maximum aggregate liability shall be £750,000 in any one Membership Year for the Group Network.

Question No.	Question	Response
5.	The link to the certificate of NSCS training doesn't work, instead you must type it in your browser. Also, you can get the certificate without actually completing the training.	We are aware that the web address in the NCSC video doesn't link to the certificate directly, as it is a video, so the web address needs to be typed into the browser. If this is causing complications, alternatively the training can be completed through the PowerPoint slides, which can be provided upon request. You could download the certificate without doing the training, but there are limited mitigating actions to this and is a matter of trust between the Department for Education and Members.
6.	I am able to comply with the RPA Conditions of Cover with the exception of Police CyberAlarm and how that will work as we do not have any Linux based servers on-site nor do we use VMWare, which seem to be the options stated on their website. Can the NCSC Early Warning system be used instead? https://www.earlywarning.service.ncsc.gov.uk/	The RPA condition of cover is to simply register with Police CyberAlarm, as this will connect Members with the Cyber Protect team in their local police constabulary, who will provide regular updates and advice. Registration is a two-part process and after you submit basic details about your organisation, you will receive a "Unique Code" by email and instructions in a PDF on how to complete your registration. Follow the steps in the PDF to complete your registration. You will then be able to exit before installation of the Data Collector. Whilst the RPA has only stipulated 4 conditions, there are many other measures that you can carry out to improve your cyber security, including registering with the NCSC Early Warning Service (see Preventative Measures in the Cyber Response Plan template).
7.	How do I access the Cyber Response Plan?	The Cyber Response Plan Template is available to download from SharePoint (RPA Risk Management Portal). You will need to complete / amend it to reflect the requirements of your specific organisation. If you do not already have access to the portal, please email RMBlue.Support@wtwco.com who will be able to assist. It is also available from RPA Information & Documents page on the Claims Handling website.
8.	I have tried to register with Police CyberAlam but it is not accepting my registration. Please can you assist?	You should be able to register using this link Police CyberAlarm, putting the code 'RPA MEMBER' in the Signup Code box. This is different to the 'USE CODE' box on the home screen. If you continue to have difficulties, Police CyberAlarm will be able to help you or advise if your registration is complete. Send an email to enquiries@cyberalarm.police.uk

Question No.	Question	Response
9.	Can you clarify what you deem as constituting an 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 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*
10.	When trying to register with CyberAlarm, I have received this information 'Thank you for registering becoming a member of Police CyberAlarm, in order to complete your registration please follow the instructions on the attached Police CyberAlarm Member Guide.'	When you register to become a member of Police CyberAlarm, you will receive a "Unique Code" by email and instructions in a PDF on how to complete your registration. Once you complete the registration, you will proceed to the software installation instructions about how to set up and use your free Police CyberAlarm system. There is no requirement to install the software, registering on Police CyberAlarm meets the RPA Condition of Cover.

Question No.	Question	Response
11.	In regard to CyberAlarm I have spoken to our Internet and Firewall Provider. They have advised that NCSC already scans their ranges for traffic, is this sufficient and does this mean that Members do not require this additional product to be installed? All Members share the same public facing IP address so all Members would be monitoring the same traffic using CyberAlarm. If it is not sufficient, then our internet provider will need to speak to the Police's technical team as the documentation does not seem to be very clear for us or them.	As registration with Police CyberAlarm is a condition of cover, in the event of a claim, evidence will need to be shown that you have registered with Police Cyber Alarm. Alternatives would not be accepted, and you would not be covered by the RPA Cyber cover. To meet the RPA Condition of Cover you do only have to evidence that you have registered, you do not need to install the CyberAlarm software.
12.	I've read the NCSC guidance on offline backups and backups in general, but there appears not to be any advice on what we should be doing with regards cloud hosted services such as Google Workspace and Office 365, or virtual machines hosted in services like AWS and Azure. Please can someone advise what sort of protection would be needed under the rules for Cyber protection?	Data stored in cloud-hosted services also has to have specific backups (not just relying on the storage being in the cloud). The backup must only be accessed by an account that has a username and password, and ideally through MFA. Only specific and a minimum number of clients within the network have access to the cloud backup, and these devices cannot access the backup except when a backup or restore is being performed. This is usually achieved by there being an agent on specific clients only which can only be accessed by specific accounts, and the only way of getting to the backup from the network is through that agent. According to MS Azure guidance notes for instance Guidance and best practices – Azure Backup | Microsoft Docs, it is implied that MS Azure can be configured to adhere to the NCSC guidance, as long as the rules regarding role-based access control and multi-user authorization are followed. However, given the number of separate products that are offered within Azure (and AWS) it is quite difficult to say definitively. The wording of the Offline Backup has been clarified 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 pa*ges:* • *Backing up your data - NCSC.GOV.UK*

Question No.	Question	Response
		• *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*
13.	We have recently added security to our network and backups in light of the increased Cyber risk. We would like to arrange for our network to be tested. Do you have any contacts or recommendations for someone who could carry this out on our behalf?	There are a number of commercial organisations that provide "vulnerability testing" or "penetration testing" to identify any weaknesses in IT systems. Some of the local Police Cyber Protect teams and Regional Organised Crime Units may also to signpost to organisation, but we are unable to recommend specific businesses. The approach we would recommend would be to look into Cyber Essentials Plus. This is delivered on behalf of the National Cyber Security Centre (NCSC) by IASME and includes an audit of the Members IT systems by Cyber security experts.
14.	If we add the cyber training to our online eLearning system, Flick, and staff who complete download a certificate of completion from here, is this sufficient and mean that they do not need to go and obtain a separate certificate via the NCSC website?	Completion can be recorded centrally for all staff on the compliance platforms that Members currently use to record other mandatory training, including, but not limited to, Every / GDPRiS or an MIS such as RM / SIMS / Arbor / Bromcom and in this case Flick. As this is a proven method for recording other mandatory training, such as safeguarding and child protection training and provides an audit of completion, **it has been agreed that this will also be acceptable for recording completion of the NCSC training.** If the training is being delivered to a number of staff a register should be kept, which all staff attending sign against their name confirming they have undertaken the training. This should be scanned and kept on file to be provided as evidence in the event of a claim.
15.	We have a query regarding back-ups. We have backup procedures in place for all our school servers and expect these to be compliant, we are working with our IT provider to attest to this. Our server data is backed up manually to offline drives periodically in addition to all school servers subscribing to an online backup solution for additional resilience. Additionally, for critical systems (we do not utilise our servers and use cloud based third party suppliers for all of these to further mitigate our risk. We also validate their backup / resilience procedures. Therefore, all our critical data is expected to be secure and offer resilience against a vulnerability at a school level. Our ICT provider is keen that we look to create additional backups of our data held in the Google Drives by the schools or Trust. This would be at additional cost to the Trust.	This backup process meets the RPA condition. The Google backup is not required, given the described offline and cloud-based backup being used currently.

Question No.	Question	Response
16.	One of the conditions (point 2), states that 'All employees or Governors who have access to the Member's information technology system must undertake NCSC CyberSecurity Training. Upon completion, a certificate can be downloaded by each person. In the event of a claim the Member will be required to provide this evidence'. Could you please clarify what is considered 'Member's information technology system' please? Some of our Governors and Trustees do not have access to our MIS but do have access to a cloud based system called 'GovernorHub' – this system does not belong to the Trust but we do purchase a subscription. Also, some Governors / Trustees do use email addresses linked to the Trust whilst others use their own personal email addresses, should these users complete the training?	The "Member's information technology system" (MITS) means the IT system at the Member school or Member Trust and the test for whether someone has access would generally be if they have an email account (e.g. name@school.org). If the Governors and Trustees do not have access to your MITS or use email addresses linked to the Trust, then they would not need to evidence completion of the training in the event of a cyber claim. However, it is a short (40 minutes) and very informative video that would be of benefit to everyone, even for their own information regarding cyber security of their personal systems.
17.	Each of our schools backs up all servers to a local backup device, with the exception of our Primary school, which backs up remotely to one of our Secondary schools. Each Secondary school copies their backups to the local backup device in one of the other secondary schools. Each Secondary school has a second "offline" backup device that is not connected to the main network in any way. It is only connected directly to the local backup device. Copies of the data from the local backup device (including any backup data from other schools) are copied to the second backup device and stored for 21 days. Please can you advise if this is compliant with RPA requirements?	As described, this does not currently meet the condition. However, you would just need to disconnect the second backup device when not performing or restoring from a backup.
18.	As a Trust of a large number of schools we are currently centralising a number of duties, roles and responsibilities. We do have a central team which includes our Chief Technology Officer and his team, and I wonder if you could advise in terms of the following, please: • The template response plan incorporates the role of the 'Recovery Team Leader'. We are keen to make this a central team role in order to have strategic and operational oversight. • Similar situation for public relations, press liaison. Would this be acceptable from an RPA perspective?	If a centralised structure works better for your Trust, then that is acceptable. The condition of a Cyber Response Plan is to ensure that all Members have considered how they will respond in the event of a catastrophic event that prevents Members IT systems being accessed. We would expect there to be a wide range of continuity arrangements in place.

Question No.	Question	Response
19.	If staff are provided with the opportunity to utilise Member devices for personal use, such as web browsing or personal email access, and a cyber attack occurs, would we be covered by the RPA Cyber section?	Allowing employees and governors access to Member devices for personal use, such as web browsing or personal email access, could open the Member network to all sorts of vulnerabilities and is definitely not recommended. If a cyber attack is directly associated with the use of personal web browsing and / or personal email access, cyber cover would not apply.

Claims

Question No.	Question	Response
1.	How do I notify the Third Party Administrator in relation to a claim?	For urgent incidents (excluding overseas travel) 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 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 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: 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 TopMark Claims Management on 03300 585566.
2.	What is the process if a claim against RPA is declined?	The Third Party Administrator will assess whether the claim is within the scope of the Membership Rules. In the event that a claim is deemed not to be covered by the Membership Rules, then it will be referred to the RPA Administrator for a decision on whether the claim is so covered. The Third Party Administrator will reserve the position with the Member at the point of referral. The decision of the RPA Administrator will be communicated to the member by the Third Party Administrator within 15 working days of referral to the Third Party Administrator by the Member.

Question No.	Question	Response
		Members 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 Third Party Administrator detailing the basis of the request for review, and in particular the section of the rules which the member is relying on. The Third Party Administrator will notify the RPA Operations Director who will refer the matter to an independent senior civil servant for review. If the dispute remains unresolved between the Member and the RPA Administrator, the 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.
3.	What is the process for making a complaint about the handling of a claim?	In the event of a complaint by a Member about the Third Party Administrators handling of a claim, this is to be put in writing at first instance to the Third Party Administrator: TopMark Claims Management Ltd Davies Group 2nd Floor, The Forsyth Building 5 Renfield Street Glasgow G2 5EX The Third Party Administrator will acknowledge receipt of the complaint within 2 working days of receipt. 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. The Third Party Administrator will maintain a log of such complaints for the RPA administrator. The Third Party Administrator will respond formally to any such complaint within 15 days of receipt. If there is any reason why these timescales cannot be met, this will be communicated to the complainant.

Question No.	Question	Response
		The response will outline the findings and any action taken, for example, that an investigation has been carried out. Where a complaint remains unresolved at Third Party Administrator branch management level, on written request of the Member it will be escalated to the Managing Director of the Third Party Administrator in the final instance for review. The Third Party Administrator will acknowledge the escalation to the Member within 5 working days and a final written response will be delivered within 10 working days from the request for a review. If the Member is not happy with the response to its complaint from the Third Party Administrator, it should forward details in writing to the RPA Administrator.
4.	Does the RPA have a rehabilitation facility to help support teachers get back to work more quickly?	Yes, rehabilitation facilities are available where rehabilitation may bring benefits through reduction in claims costs and in relation to accelerated recovery from injury.
5.	How will the RPA deal with sensitive claims such as abuse, bullying, suicide, failure to educate? This will include issues such as reputation management, counselling and claims expertise.	The Third Party Administrator will help a Member to manage their reputation by engaging with them at every phase through and beyond the claims cycle. The Third Party Administrator will not communicate with the media on claims issues, unless the Member 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 Third Party Administrator will work with Members and / or the RPA Administrator around the content of any messaging. The Third Party Administrators 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.
6.	Do Members need to report losses that are below the Member Retention levels?	There is no requirement on Members to report losses below the Member Retention.
7.	Do Members need to report near misses to the RPA?	To assist you in your risk management, RPA have introduced a near miss button where you can record all near misses, including those you may not usually capture within the scope of the Reporting of Injuries, Disease Occurrences Regulations (RIDDOR), and have those details sent to you for your records. The data will be used to inform the strategy of improving the RPA risk management service and resilience offers. This does NOT replace, nor feed into, the RIDDOR reporting requirement, which you are still legally required to do. Near misses should be reported to the Third Party Administrator via the claims portal www.rpaclaimforms.co.uk. using the 'Near Miss' button on the home page.

Question No.	Question	Response
8.	How do we chase a claim that has already been reported, and we have the claim number?	Contact the Third Party Administrator via the claims portal www.rpaclaimforms.co.uk, using the 'Ongoing Claim' button on the home page.
9.	Does the Member Retention apply to individual losses, or can a number of losses be included as one claim?	The Member 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 sections the following circumstances would be deemed a single occurrence and therefore the Member Retention only applied once; a) If more than one Earthquake or Storm should occur within any period of 72 hours sequential and commencing during the Membership Year or 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. If there is a material damage loss that includes cultural assets as well as general property, the Member Retention applicable to the cultural asset claim is reduced to nil.
10.	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. However, if there is a material damage loss that includes Cultural Assets as well as general property the Member Retention applicable to the Cultural Asset claim is reduced to nil.
11.	If my school has both Primary and Secondary pupils will the £250 or £500 Member Retention apply?	A Member Retention of £250 (£50 under the Money and Cultural Asset Sections) will only apply to schools that only provide Nursery or Primary education, the Member Retention applicable to all other schools is £500 (£50 under the Money and Cultural Asset Sections). Please note the Member Retention for subsidence claims under Section 1, Material Damage for all schools is £1,000.
12.	How much support will we receive if a major incident occurred?	The Third Party Administrator is an experienced claims handler and will provide the following when dealing with claims against the RPA: 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 Third Party Administrator, on behalf of the RPA, will ensure that the Member receives the support it needs, when it needs it. Where serious incidents occur, the Third Party Administrator must act quickly to ensure that they can protect the Members reputation, help the Member to resume operations or simply to provide for the best early understanding of the claim.

Question No.	Question	Response
		Examples of 'urgent incidents' would include: • Significant damage / or loss of property where operations are significantly affected • Major injuries • Serious assaults • Fatality • Allegations or knowledge of abuse • Pollution incidents • Media involvement The Third Party Administrator will: - • Provide progress updates as necessary • Ensure the Member is paid quickly for compensation to which the Member 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.	How do we join the RPA?	Joining the RPA could not be simpler. The RPA works on a non disclosure basis, therefor there is no requirement to disclose any risk information or material facts. Simply provide your name, contact email address, URN and required cover start date via the on line form. Also, there is no requirement to notify any risk changes to the RPA after joining. The cost of the RPA is £29 per pupil starting 01 April 2026 for local authority maintained schools and 01 September 2026 for academies, regardless of any previous losses incurred, or the schools location, size, condition, age or previous claims experience. Certain risks covered automatically without limit (e.g. Employer's Liability and Third Party Public Liability including legal liability arising out of asbestos or abuse). Support from industry professionals, in relation to claims handling and risk management services. Risk management reviews, workshops and general guidance is provided at no additional cost. Please refer to Join the risk protection arrangement (RPA) for schools - GOV.UK for the joining link. If required, please contact the cover helpdesk for a copy of the cover comparison document.
2.	Will the General Annual Grant (GAG) be increased in line with any additional costs associated with the RPA or will Members be required to meet that funding gap?	Opting in to the RPA means associated funds are removed at source.
3.	How will Members procure motor and engineering inspection cover and how will this be funded?	Exclusions to the RPA will have to be met from existing funding. There is no provision to provide additional funding to meet these exclusions. Cover can be obtained via the the DfE-approved buying options to buy goods and services for your school, get better value and be compliant with procurement regulations Get help buying for schools or via an insurance broker.
4.	Is the £29 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 Schools and free schools, the DfE use the place numbers for funding; this is how the DfE fund AP schools, in general. The place numbers quoted on the AP allocation would be used to make the funding adjustment.
5.	Can a school that shares a site with another school that is not a Member of the RPA join the RPA?	Yes, the RPA would cover loss or damage to the Property that is designated for the use of the Member school. In relation to a liability claim, the RPA will indemnify damages or

Question No.	Question	Response
		compensation the Member is liable to pay, as long as the incident giving rise to the claim relates to the operation / business of the Member.
6.	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
7.	Should schools 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 schools to break their long term agreements; however, schools should ensure renewal terms offered by insurers are in compliance with the terms of the agreement. Any changes to the terms proposed by insurers', means that the long term agreement is broken and the school is not obliged to renew.
8.	If the renewal dates for schools insurance programme are staggered what is the process for joining RPA?	The school 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 school should join the RPA with effect from the first date on which the insurance policy(s) fall due for renewal.
9.	How much notice is required to opt into the RPA?	Schools can opt in as late as the day before cover is required. However, it is recommended 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.
10.	How will 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?	The total amount would be pro rata, based upon the daily cost and spread evenly across the remaining months of the membership year.
11.	How do Academy Converter schools join the RPA?	Joining RPA is automatic as part of the conversion process (the DfE Project Lead assigned to the conversion will confirm this). Therefore, RPA membership will commence on official conversion date. RPA document paperwork is normally issued a week after conversion and funding adjustments usually lag by two months.
12.	How do we access RPA Membership Documentation?	To access your current documentation please log in to DfE Sign-in as if you were joining the scheme and download your latest documents. 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 Risk Protection Arrangement (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

Question No.	Question	Response
		'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.
13.	What is the cost of the RPA?	The cost of the RPA is reviewed annually to ensure affordability, breadth of cover and value for money are balanced. The department can confirm that the RPA deduction is £29 per pupil: • from 1 April 2026 to 31 March 2027 for Local Authority Maintained Schools (LAMS) • from 1 September 2026 to 31 August 2027 for academies. Schools are a key priority for the Government, especially in the context of wider fiscal challenges we are facing. We have fully considered the increased inflation and cost of claims and while we acknowledge this is an increase, the RPA continues to provide value for money for schools. You don't need to do anything as your membership will renew automatically on 1 April 2026 for LAMS and 1 September 2026 for academies. If you have any questions or would like more information, contact RPA.DFE@education.gov.uk
14.	How is the cost of the RPA deducted and calculated?	**The cost of your RPA membership is deducted from your Local Authority's (LA) funding by the DfE for the financial Year 2026 / 2027. The approach for deducting from your schools funding allocation may vary from LA to LA and you should contact the insurance contact at your LA to confirm their intentions.** (The LA is provided with a dataset of all the Local Authority Maintained Schools (LAMS) within their LA, who are part of the RPA scheme to enable them to know how much each

Question No.	Question	Response
		school is charged for RPA and will therefore be able to apply that accordingly to the payments they make to the LAMS). Please note, RPA deductions are based on the pupil numbers for which the school is funded in that particular financial year. The pupil numbers utilised will be based on the Autumn Census (October 2025 for Financial Year 2026-2027) and the subsequent APT submitted by the local authority. Although Early Year's funding is predominantly provided by local authorities, we do obtain the **Full Time Equivalent (FTE) Nursery pupils** numbers from the autumn census (October 2025 Census for Financial Year 2026-2027) and therefore, will use this number, in conjunction with the above to calculate the RPA. (In relation to FTE nursery pupil numbers as per the October Census, this is currently based on the number of: Full time (FT) pupils either Sole or Dual-main enrolled in year group N2 + (0.5 x Part Time (PT) pupils either Sole or Dual-main enrolled in year group N2) declared by the school) For mainstream schools we calculate the RPA deduction using the total number of pupils for a school i.e., Nursery + Primary + Secondary + Post 16 multiplied by the RPA Premium. For special schools and pupil referral units we will calculate the RPA deduction using the place numbers multiplied by the RPA cost. **If you are an Academy.** Please note, RPA deductions are predominantly based on the pupil numbers for which the academy is funded in that academic year. We calculate most of an academy's revenue funding using the pupil numbers taken from either the Autumn Census return (October 2025 Census for academic year 2026 / 2027) or an agreed estimate of pupil numbers, as outlined in the academies funding agreement. RPA deductions are therefore based on these pupil numbers. Although Early Year's funding is predominantly provided by local authorities, we do obtain the **Full Time Equivalent (FTE) Nursery pupils** numbers from the autumn census (October 2025 Census for academic year 2026 / 27) and therefore will use this number, in conjunction with the above, to calculate the RPA. (In relation to FTE nursery pupil numbers as per the October Census, this is currently based on the number of: Full time (FT) pupils either Sole or Dual-main enrolled in year group N2 + (0.5 x Part Time (PT) pupils either Sole or Dual-main enrolled in year group N2) declared by the school) For mainstream schools we calculate the RPA deduction using the total number of pupils for a school i.e., Nursery + Primary + Secondary + Post 16 multiplied by the RPA Premium.

Question No.	Question	Response
		For special schools and pupil referral units we will calculate the RPA deduction using the place numbers multiplied by the RPA cost.

Risk Management

	Question	Response
1.	Are we required to do Health and Safety (H&S) risk assessments?	Yes, the Management of Health and Safety at Work Regulations require employers to assess the risks to the Health and Safety of their employees and other persons (for example pupils, contractors and visitors). You must review risk assessments regularly to ensure they remain relevant, and they must be recorded.
2.	How can I gain access to SharePoint (RPA Risk Management Portal)?	To access the more secure and user-friendly version of the Risk Protection Arrangement Risk Management Portal (the "Portal"), please use this link -; **WTW Risk Management SharePoint Portal** . This link will allow you to create new sign in credentials yourself, unlike previously when you had to request WTW to do this on your behalf. Existing users will also need to create a new sign in. You will not need to do this every time you access the Portal however; you will need to refresh your access request every twelve months and you will receive an email prompt advising you that your access is about to expire. Please note that there will be a verification process to check that persons requesting access are existing RPA members so there may be a slight delay between you requesting access and this being activated. The new Portal looks more modern and has improved graphics but navigation of the site remains the same. All the resources available on the old portal have been transferred to the new portal. If you need Instructions on how to create a sign in or have any further queries regarding the new portal, please contact rmblue.support@wtwco.com.
3.	What is an asbestos survey and is one needed?	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 a Member arranges a survey if it suspects there are ACMs in the premises. A Member can then be absolutely sure whether asbestos is present or not. Alternatively, a Member should choose to presume there is asbestos in its premises and take all appropriate precautions for any work that takes place.
4.	What is Portable Appliance Testing?	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 defects are not visible and can only be found by testing; some types of electrical safety defect can't be detected by testing alone.
5.	Do portable electrical appliances need to be tested every year?	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

	Question	Response
		or testing of electrical appliances a legal requirement, nor do they make it a legal requirement to undertake this annually). It is, however, good practice and recommended that portable appliance testing is undertaken by Members on an annual basis.
6.	How many first aiders are required?	There are no hard and fast rules regarding exact numbers of first aiders required. A Member 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.
7.	How is a Health & Safety risk assessment undertaken?	To do a risk assessment, a Member will need to understand what, within its organisation, might cause harm to people and will need to decide whether it is doing enough to prevent that harm. The Member will need to identify and prioritise putting in place, appropriate and sensible control measures to address the risks that are identified. The risk assessment should: • 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 The risk assessment should be recorded, reviewed and updated periodically.
8.	What should be included in a Health and Safety (H&S) policy?	Most organisations set out their policy in three sections: • 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
9.	Who needs to be appointed as a Members Competent Person?	As an employer, a Member 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 Member, which will include an understanding of the risks within the Member. The appointed Competent Person does not need to be from within the Member but can be from outside the organisation if they have the necessary skills, knowledge and experience.

	Question	Response
10.	How are serious incidents related to personal injury or death reported to the enforcing authorities?	All incidents can be reported to the Health and Safety Executive (HSE) 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).
11.	How should a Legionella risk assessment be undertaken?	The purpose of carrying out a risk assessment is to identify and assess any risks in the Members water system. The responsible person should understand the Members 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: • 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 due to age, illness, a weakened immune system etc. and whether they could be exposed to any contaminated water droplets.
12.	Is there any legal requirement to carry out a fire risk assessment?	A Member must ensure that when a fire risk assessment is carried out it 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, a Member 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.
13.	Are there any minimum requirements in relation to security or fire precautions or lightning protection?	No, there are no specific minimum requirements within the RPA with regards 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.

	Question	Response
		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. In relation to fire protection, specifically the Member will need to undertake a suitable and sufficient fire risk assessment in line with the Fire Safety Order 2005.
14.	How do we gain access to the E-Learning Risk Management platform?	For access to the E-Learning platform please email RMBlue.Support@wtwco.com
15.	We are currently going through a telephone line upgrade due to our current alarm system being on an Analog line. Our alarm company has asked us to contact you to see, in order for the RPA to remain valid, if we need a dual or single signalling path?	There are no specific requirements within the RPA in relation to risk management or mitigation including alarm systems or specifications etc. 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;

	Question	Response
		viii) compliance with United Kingdom Government guidance as appropriate. Intruder Alarms In relation to intruder alarms the Member 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 will not be affected in this situation.
16.	What risk management measures do we need to implement regarding empty / unoccupied buildings and what is the cover provided?	The RPA will provide cover for loss or damage to all property that is owned by or the responsibility of the RPA Member subject to the Membership Rules. RPA will apply for the building until such time as the Member is no longer responsible for it under the lease agreement and will provide an indemnity to the Member for the cost of repair / reinstatement in the event of damage (as defined in the RPA Membership Rules). If there is a claim involving an Unoccupied Building, reinstatement provisions will not apply, instead the claim will be dealt with on an indemnity basis, in the event of a claim covered by the RPA, the RPA will pay the Member the market value of the property at the time of the loss, rather than the replacement cost. The following property damage extensions will not apply to Unoccupied Buildings: a. Metered Water b. Fixed Glass c. Theft Damage to Buildings d. Greening The RPA will also exclude the costs of damage or consequential loss due to: a. freezing; b. the escape of water or oil from any tank apparatus or pipe or discharge or leakage from any sprinkler installation, other than where a water supply is required for the purpose of maintaining a sprinkler or fire suppression system, providing the Member has complied with other terms of the RPA; c. (other than fire or explosion) by malicious persons not acting on behalf or in connection with any political organisation; d. Theft or attempted theft; The RPA excludes cover for Cultural Assets in Unoccupied Buildings. For RPA cover to apply in respect of **Unoccupied Buildings** the **Member** must:

	Question	Response
		i. Carryout out internal and external inspections of such buildings and any perimeter fencing and gates at least every 7 days and as soon as possible repair, or arrange to repair, any damage or defects found including the removal of graffiti; and ii. Remove from the **Premises**, either within or outside the **Building**, all loose combustible materials and any gas bottles; and iii. Securely lock all external doors, close and secure all windows including the boarding over of all ground floor and accessible upper floor windows, and secure and seal up all letter flaps and similar openings; and iv. Set any CCTV, fire or intruder alarm or sprinkler systems which are installed; and v. Turn of all mains services except for the electricity supply to maintain any heating, CCTV, fire or intruder alarm or sprinkler systems or other essential services; and vi. Completely drain the water system except where the **Building** is protected by a sprinkler system. Should such **Building** have a sprinkler system installed such water supply thereto must be maintained, and heating must be kept at a minimum temperature of 5 degrees Celsius during the period 1 October to 1 April annually. An Unoccupied Building is defined as a building that has not been occupied for a period in excess of 30 days, this does not apply to buildings that are usually occupied but are only unoccupied during normal school holidays.
17.	As an RPA member I believe we can have access to information / training sessions. How do I find out further information about what is covered please?	SharePoint (RPA Risk Management Portal) provides the following support to all RPA Members, free of charge: • A-Z of various bulletin topics ranging from Accident Reporting and Investigation to Winter Conditions • Guidance documents are comprised of the following: o RPA Risk Management Review In Practice that the risk managers share with Members o Review checklists that set out the categories and sub-categories that are covered during risk management reviews o Various risk assessment templates and forms o Example of Best Practice • A-Z of various topic-related recent and historic workshop recordings and presentations ranging from Behaviour and Culture to Water Management • E-learning modules

	Question	Response
		Up and coming workshops are advertised within the bi-monthly RPA newsletter and via direct emailed flyers from WTW to the RPA dataset named contact.

Risk Management Reviews

Question No.	Question	Response
1.	What is the purpose of the RPA undertaking risk management reviews?	One of the core purposes of the RPA is to promote good risk management throughout schools. The purpose of the review 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. 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. 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.
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?	The review will be carried out at individual schools; the school being reviewed will receive a copy of the report and will be expected to provide updates to RPA to demonstrate reasonable risk management improvements. Where a school is part of a MAT, copies of the report can be provided to the MAT. In addition, where a MAT has its own risk management processes / protocols, the review 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.
3.	How will RPA ensure that the Member provides updates on progress towards risk improvements?	When the report is issued, the Member will be provided with online access to SharePoint (RPA Risk Management Portal) to enable updates on risk management improvements. If a Member does not register progress on the portal, the risk manager will chase via email and telephone calls. This methodology has resulted in positive and comprehensive responses.
4.	Will there be any penalties for Members that do not take any action in response to a risk improvement recommendation or requirement?	When chasing an update on progress, the risk manager will always try to establish if there is a valid reason why 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 insufficient process to maintain 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. Fines and penalties are not covered by the RPA. In circumstances where a Member fails to act on improvement recommendations in such serious cases, the risk manager may need to escalate such concerns to the RPA Administrator for further consideration.

Question No.	Question	Response
5.	Will there be a charge to Members for the review?	No, the review is free of charge to RPA Members.
6.	Is compliance with the risk improvements identified during a review mandatory?	Any risk improvements identified during the review will be discussed between the risk manager and the Member at the time of the review. 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 Member considers a risk improvement to be unreasonable there is an opportunity to discuss with the review 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 DfE, for example the Condition Improvement Fund (CIF).
8.	Will an 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. However, if the recommendation relates to compliance with legislation, the RPA cannot cover the consequences of any criminal action that may arise from non-compliance with legislation. Consequences of criminal non-compliance can include HSE Fees for Intervention, fines, or in more serious cases, custodial sentences.
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 review, 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.