**DfE Frequently Asked Questions**

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**General Cover Queries**

| **QuestionNo.** | **Question** | **Response** |
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| 1.  | Will the RPA cover normal operations of a Teaching School? | 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 any excess that is applicable to the PFI required insurances and for which the school is liable to pay.  |
| 3. | Does the RPA cover Occasional Business Use for staff that may occasionally have to use their own vehicle on business?  | Occasional Business Use (OBU) cover provides cover for loss or damage to the vehicle as well as third party motor liability, as such cover would need to be provided by a motor fleet insurance policy and is not covered under by the RPA. Cover for OBU can be obtained via the [DfE-approved frameworks](https://www.gov.uk/guidance/find-a-dfe-approved-framework-for-your-school). You can also use [Get help buying for schools](https://www.gov.uk/guidance/get-help-buying-for-schools).  |
| 4.  | Does the RPA provide cover for education trips away from school premises, including residential trips? | Cover under the RPA will apply anywhere in the world. This would include residential trips and those including ‘adventurous’ activities subject to the RPA Membership Rules including the general risk management guidelines.Please see the RPA Membership Rules in relation to conditions and cover relative to COVID-19. 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 school? | The RPA will provide cover for subsidiaries of schools where the activity(s) of the subsidiary are in line with the business of the school 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 school’s 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. |
| 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 school 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 school 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 school under Section 3, Employers Liability, to the extent that the school is legally liable to pay compensation or damages following bodily injury to volunteers whilst undertaking school 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? | The RPA will provide an indemnity for repair or reinstatement costs if the lift 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 frameworks](https://www.gov.uk/guidance/find-a-dfe-approved-framework-for-your-school). You can also use [Get help buying for schools](https://www.gov.uk/guidance/get-help-buying-for-schools).  |
| 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 and after school 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 terms and conditions of the Membership Rules. Note you must have received written approval from RPA accepting the subsidiary 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 school 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: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)
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| 14. | Does the RPA cover activities not related to education? | If the activity is a permitted activity of the school and is undertaken directly by the school (or school subsidiary approved by the RPA Administrator) then it will be covered by the RPA. Note you must have received written approval from RPA accepting the subsidiary 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.  |
| 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, which came into effect on 1 October 2012.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.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. |
| 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. The 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) was 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 school if they are legally liable to pay compensation for death or injury or damage to third party property caused by asbestos exposure whilst a school is a Member of the RPA. Cover for academy trusts extends to exposure during the period from the date of the signing to the funding agreement to the date the school joins the RPA to the extent that: 1. an indemnity is not provided by an insurance policy and/or
2. (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: 1. an indemnity is not provided by an insurance policy and /or
2. (ii) for claims that the school or local authority had prior knowledge of before opting to join the RPA.

The cost of asbestos removal is not covered by the RPA unless, the removal is a necessity following damage that is covered by the RPA.  |
| 22. | Does the RPA provide cover in circumstances where a school employee is undertaking Ofsted inspections? | When the school as a Member of the RPA receives payment from Ofsted, in relation to an employee of the school acting as an Ofsted inspector, the RPA will provide an indemnity:1. Under Section 3 (Employers Liability) if the school is legally liable to pay compensation in relation to bodily injury sustained by the employee whilst acting as an Ofsted inspector;
2. Under Section 4 (Third Party Public Liability) where the school or employee acting as an Ofsted Inspector is legally liable to pay compensation in relation to damage to third party property or bodily injury to a third party arising from the Ofsted inspection;
3. Under Section 6 (Professional Indemnity) where the school 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 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 a school employee 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 school ‘Business’, and therefore employees that provide such services would be covered as noted below:1. Under Section 3 (Employers Liability) if the school is legally liable to pay compensation in relation to bodily injury sustained by the employee whilst acting as an SLE;
2. Under Section 4 (Third Party Public Liability) where the school or employee acting as an SLE is legally liable to pay compensation in relation to damage to third party property or bodily injury to a third party arising from the SLE deployment;
3. Under Section 6 (Professional Indemnity) where the school 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 school 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 school will need to make its own arrangements for statutory inspections, either with an insurance company or another body with the necessary competencies to carry out inspections. If the plant that requires inspection is damaged by a peril 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). Cover can be obtained via the [DfE-approved frameworks](https://www.gov.uk/guidance/find-a-dfe-approved-framework-for-your-school). You can also use [Get help buying for schools](https://www.gov.uk/guidance/get-help-buying-for-schools).  |
| 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 on the school site which is a separate legal entity to the school but the building occupied by the Children’s Centre is owned by the school. Will the RPA cover the Children’s Centre?  | If the building is owned by the school and the school has retained responsibility for loss or damage to it (i.e. the building has not been leased to the Children’s Centre and the risk to repair/reinstate transferred to the Children’s Centre) then the RPA will provide an indemnity to the school 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 (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 school trips? | The RPA will provide cover under the relevant sections in relation to pupils attending school trips in circumstances, where they were pupils at the time of booking such trips. 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/PFTA covered as part of the RPA? | If the PTA is ran directly by the school then the RPA would provide cover for activities they undertake, however if the PTA is a separate entity e.g. a separate charity, then the PTA activities or property would not be covered by the RPA and the PTA would require commercial insurance. |
| 31. | Our employees carry out training at other schools, is this covered? | Subject to the school employee providing the training under their contract of employment with the school (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 and the activity being carried out directly by the school (or a school subsidiary that has been approved by the RPA Administrator).The definition of ‘Employee’ under RPA includes ‘Persons undertaking study or work experience’. Such persons would therefore be covered by the RPA in the same way as an academy employee.  |
| 33. | Are we permitted to provide keys/alarm codes to contractors/hirers? | There are no specific requirements within the RPA, the school 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 school 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 or theft under Section 1, Material Damage, subject to the Membership Rules and applicable member retention (excess) of £250 for nursery or Primary schools and £500 for all other schools for each and every loss, whilst on school 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, 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 school to the extent that the school is legally liable in causing injury to employees under the Employer’s Liability section and injury to third parties or damage to third party property under the Third Party Public Liability section (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. The RPA will provide indemnity to the school to the extent that the school is legally liable (negligent) in causing injury to employees and volunteers under the Employers Liability section and injury to pupils and other third parties and damage to their property under the Third Party Public Liability section. The RPA will defend claims and pay damages and compensation that the school is legally required to pay to the claimant.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 event 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.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 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 section is subject to the applicable member retention and Risk Assessments will need to be undertaken, recorded and adhered to. |
| 36. | Our school has 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? | RPA will provide an indemnity if a school is legally liable to pay compensation in the event of third party death/injury or third party property damage caused by an animal that is owned by or under the control of the school.Unless covered under a more specific pet insurance policy, the RPA will also provide an indemnity under the Third Party Liability section if an animal brought into school for educational or therapy/wellbeing reason, causes any third party property damage or injury to a third party (including pupils) to the extent that the school is legally liable to pay compensation or damages to the claimant. The Employers Liability section will provide an indemnity to the school if the school is legally liable to pay compensation or damages to an employee injured by an animal on school premises, in the course of the employee’s employment with the school. The RPA would not provide an indemnity to the individual owner of the animal for their legal liability.The RPA rules do not exclude damage to the school property caused by the animal but cover for Material Damage claims are subject to the member retention (excess) of £500 per loss reducing to £250 each and every loss for Nursery and Primary schools. To confirm the RPA would not compensate the school 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. |
| 37. | Does the RPA cover Forest School activities? | The RPA will provide cover for the forest school activities. The Employers Liability section will provide an indemnity to the school if the school is legally liable to pay damages or compensation to a school employee if they are injured in the course of this activity. The Public Liability section of the RPA will provide an indemnity to the school if the school 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-school pupils etc. would be deemed third parties. The RPA will only provide an indemnity to the school, if the school for example is using another organisation in the provision of this activity that organisation will need to have in place third party Public Liability insurance and you would need to obtain permission, if you’ve not done so already, to use non-school 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:1. Under Section 3 (Employers Liability) if the school is legally liable to pay compensation in relation to bodily injury sustained by the employee whilst acting as a SIAMS inspector;
2. Under Section 4 (Third Party Public Liability) where the school or employee acting as a SIAMS Inspector is legally liable to pay compensation in relation to damage to third party property or bodily injury to a third party arising from the SIAMS inspection;
3. Under Section 6 (Professional Indemnity) where the school 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 a member of staff were injured. The RPA will defend claims and provide an indemnity to the extent that the school 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 school the RPA will provide indemnity to the school and the relevant sections of the RPA will respond, subject to the terms and conditions of the Membership Rules including:1.            Under Section 3 (Employers Liability) if the school is legally liable to pay compensation in relation to bodily injury sustained by an employee whilst using the bouncy castle/inflatable; 2.            Under Section 4 (Third Party Public Liability) where the school/trust is legally liable to pay compensation in relation to damage to third party property or bodily injury to a third party when using the bouncy castle/inflatableThe 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 regards 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 which include:* undertaking risk assessments as required by legislation
* taking all reasonable precautions for the safety of Property
* taking all reasonable precautions to prevent loss, destruction, damage, accident or injury
* setting and maintaining systems for the protection of property, Employees, pupils and third parties
* compliance with the laws of England and Wales

Risk assessments need to be undertaken, recorded and adhered to.  |
| 41. | Please can you advise if a member of staff’s car that was damaged in the school car park is covered under the RPA? | The members of staff would need to submit a claim to their motor insurer in the first instance. If the insurer deems the school legally liable for the damage, the school would need to submit a claim to the RPA in the normal way via the claims portal [www.rpaclaimforms.co.uk](http://www.rpaclaimforms.co.uk).under the public liability claim form. |
| 42. | Please confirm the cover provided by the RPA for school fayres 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 school, undertaken by the school under the schools direct control and supervision. The relevant sections of RPA will respond, including:1. Under Section 3 (Employers Liability) if the school is legally liable to pay compensation or damages in relation to bodily injury/death arising out of this activity;2. Under Section 4 (Third Party Public Liability) where the school or employee acting on behalf of the school is legally liable to pay compensation or damages in relation to damage to third party property or bodily injury/death 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 school may engage to provide activities during the event 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.Please also note that if the event is not being undertaken and controlled by the school (e.g. utilising school property but run by a third party organisation) RPA cover will not apply other than where legal liability rests with the school.As with all school activities suitable and sufficient 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 our RPA claims handlers in the first instance as per the [RPA membership pack](https://www.rpaclaimforms.co.uk/membership-information-page/), 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.To access the portal please click the following link: [www.rpaclaimforms.co.uk](http://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 help gaining access to the portal or 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 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 these properties is a permitted activity of the school the RPA will provide an indemnity to the school 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 are no specific minimum requirements within the RPA with regards to risk management or mitigation, however there is a general requirement that the Academy maintains a minimum standard of risk management which includes:i) undertaking risk assessments as required by legislationii) maintaining the Property in a satisfactory state of repairiii) taking all reasonable precautions for the safety of Propertyiv) taking all reasonable precautions to prevent loss, destruction, damage, accident or injuryvi) setting and maintaining systems for the protection of property, Employees, pupils and third partiesvii) compliance with the laws of England and Walesviii) compliance with UK Government guidance as appropriateFor your information in relation to empty properties this should include continuing to maintain the property, securing the property and undertaking regular inspections. You will need to undertake and maintain risk assessments during the period that the property is empty. |
| 45. | One of our schools wishes to have some bee hives installed on site. Please can you confirm the cover provided by the RPA? | As long as this is a permitted activity of the school we can confirm that the RPA will provide cover as follows:1. Material Damage, 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 retention2. Third Party Public Liability, an indemnity to the school should the school be legally liable to pay compensation or damages to a third party for death, injury or damage to third party property arising out of this activity.3. Employers Liability, an indemnity to the school should the school be legally liable to pay compensation or damages to an employee for death or injury arising out of this activity.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 third party public liability insurance.There are no specific minimum requirements within the RPA with regards to risk management or mitigation. There is a general requirement that a school maintains a minimum standard of risk management which includes setting and maintaining systems for the protection of property, employees, pupils and third parties.As with any other activity of the school you will need to undertake and adhere to risk assessments. |
| 46. | Please can you advice the cover provided for Electric Vehicle Chargers within the school grounds? | Cover will be provided by the RPA under the property damage and public liability sections. 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. There is no requirement for the RPA to see a copy of the risk assessment.
4. The Members usual Member Retention will apply to each and every loss.
 |
| 47. | Please can you confirm whether we are covered when selling second hand school property  | We can confirm that RPA cover would apply when selling your own property if this is in the course of school Business and there is legal liability attaching to the school for death, injury or property damage under the third party public liability section of the RPA.You must ensure that you undertake risk assessments and have processes in place to ensure the property you are selling is safe, in a good condition and fit for purpose.Please note that loss of or damage in transit once the goods have left the school 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 school may make’. |
| 47. | Are we covered when hiring a mobile swimming pool for students and staff to use? | As long as this is a permitted activity of the school the RPA will provide indemnity to the school and the relevant sections of the RPA will respond, subject to the terms and conditions of the Membership Rules, including:1. Under Section 1 (Material Damage ) if the school is responsible for loss or damage to the swimming pool under a hire/lease agreement, within the scope of the rules, to it’s full reinstatement value
2. Under Section 3 (Employers Liability) if the school is legally liable to pay compensation or damages in relation to bodily injury sustained by an employee whilst undertaking this activity;
3. Under Section 4 (Third Party Public Liability) where the school is legally liable to pay compensation in relation to damage to third party property or bodily injury to a third party when undertaking this activity. Pupils are classed as third parties

As with all school activities 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. |
| 48. | 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 undertaken by the Member, under the members direct control and supervision by Member employees. The relevant sections of cover will apply, including:1. Under section 3 (Employers Liability) if the Member is legally liable to pay compensation in relation to bodily injury sustained by the employee whilst undertaking this activity, which has unlimited indemnity;
2. Under 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 bodily injury to a third party arising from this activity, which has unlimited indemnity;
3. Under section 10 (UK Travel) compensation for travel related costs including loss of baggage, money, cancellation, curtailment, rearrangement and change of itinerary, if applicable.

Please note the RPA will not provide any indemnity attaching to any third party organisations for example if the school is engaging the services of a third party organisation to run the D of E and associated activities the Member should get evidence that they have adequate third party liability insurance in place. As with all activities risk assessments will need to be undertaken, recorded and adhered to. |
| 49. | 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 school, undertaken by the school employees who are suitably qualified/trained, under their contract of employment with the school RPA cover will apply.The relevant sections of the membership rules will apply, subject to the definitions, conditions and exclusions of the rules, including:1. Under Section 3 (Employers Liability) if the school is legally liable to pay compensation in relation to bodily injury sustained by the employee whilst undertaking this activity which has unlimited indemnity;2. Under Section 4 (Third Party Public Liability) where the school or employee acting on behalf of the school is legally liable to pay compensation in relation to damage to third party property or bodily injury to a third party arising from this activity which has unlimited indemnity;3. Under Section 6 (Professional Indemnity) where the trust or employee acting on behalf of the trust is legally liable to pay compensation in relation to any actual or alleged errors or omissions that relate to this activity which has unlimited indemnity.Please note that the RPA does not provide medical negligent/medical malpractice cover and therefore insurance will need to be obtained, if required. |
| 50. | 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 school (or subsidiary of the school approved by the RPA administrator) RPA cover will apply under the schools membership with the RPA.  If the Pre-school is a separate entity to the school they will need to obtain their own insurance or take out RPA membership in their own right, if they qualify. Note you must have received written approval from RPA accepting the subsidiary for cover to apply to them |

**Material Damage**

| **QuestionNo.** | **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.  |
| 3. | Is there any requirement to notify the RPA of building work to existing school 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 5 of the FAQs in relation to ‘joint names’ cover.  |
| 4.  | The limit for Contract works (minor works) is £250,000 per loss. If a school has a major refurbishment project, which exceeds this amount, is there scope to extend this limit for the period of the works, or would the school need to purchase commercial insurance?  | The intention of RPA is to cover minor works only. 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 to be covered by commercial insurance. Funding of the insurance would need to be included in the overall funding for the project. See question 5 of the FAQs in relation to ‘joint names’ cover with the contractor for both the contract works and existing structure. |
| 5. | 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 legally 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 school putting a project out to tender. Failure to do so will result in losses not covered by the RPA, the school being in breach of contract and potentially high additional insurance costs later on 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. **Contract works** The options available to the RPA member in relation to cover for the contract works are as follows:**:**  1. 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
2. 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
3. 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. Further information on how the RPA member can arrange insurance cover can be accessed via the [RPA welcome pack.](https://www.rpaclaimforms.co.uk/membership-information-page/) 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.  |
| 6. | What is the extent of cover for Property away from premises? | Property owned by or the responsibility of the school or any school staff or pupils (if it’s not commercially insured) would be covered away from school premises whilst being used on school business. This includes cover for school 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 member retention. As such the cover is designed to indemnify against large losses rather than individual items. |
| 7. | Does the Material Damage section of the RPA cover damage due to flooding? | The RPA provides cover for damage due to flooding. |
| 8.  | Are laptops and devices owned by school employees, governors, pupils or visitors covered under RPA if they are lost, stolen or broken whilst on the school 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 school is responsible for the first £500 each and every loss, unless the school is a Nursery or Primary school when the school is responsible for the first £250 each and every loss. 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 school property. Any claims for personal effects should, in the first instance, be notified by the individual to their insurer.  |
| 9. | What is the extent of cover for Multi Academy Trust property that is not owned by or the responsibility of any of its’ Member Academies? | The RPA provides cover for Property that is owned by the school or the school 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. |
| 10. | What is the process to notify RPA of additional property? | Schools are not required to submit property schedules or reinstatement values of property to the RPA, there is therefore no requirement to notify RPA of any additions, disposals or changes in value.  |
| 11. | In the event of a material damage loss under the RPA there is no requirement to reinstate on the same site or to exact previous specifications. Can the RPA insist that a school not be reinstated in the same location or with a different specification? | No, the RPA Membership Rules do state that Reinstatement may be carried out at another site and in any manner **suitable to the Member,** so any reinstatement in any manner that differs from the current specification would be at the request of the Member, not the EFSA, DfE or RPA Administrator. This is in line with how the prevailing UK property insurance market operates.  |
| 12. | Are schools permitted to undertake emergency repairs e.g. following a break-in or a storm? | The RPA will indemnify the school for costs necessarily and reasonably incurred, with the consent of the RPA Administrator in the making of temporary repairs following a material damage loss.  |
| 13. | What is the extent of cover under the RPA for property that is hired or leased to a school, for example computer equipment or photocopiers? | The RPA will provide ‘All Risks’ cover (including subsidence and terrorism) for all property (buildings and contents) that is owned by the school or for which the school is responsible to insure under a hire or lease agreement. The school should notify and agree with the owner of the property that the school will be utilising the RPA, rather than an insurance policy, to provide cover for the property in question.  |
| 14. | 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 school employee or other person lawfully on the premises. It will be for the school to demonstrate that the thief was not on the premises lawfully at the time of the loss.  |
| 15. | Does the RPA cover unoccupied properties? | The school should continue to maintain the property, secure the property and undertake regular inspections, including the continued requirement to undertake and maintain risk assessments. Damage to fixed glass in empty buildings is not covered by the RPA. |
| 16.  | Does the RPA include cover for loss of or damage to watercraft? | The RPA includes over for the repair or replacement cost of hand propelled or sailing watercraft. Cover is not provided for any other forms of watercraft. |
| 17. | Does the RPA extend to cover loss or damage to school facilities hired out to third party organisations?  | The RPA will indemnify the school for the cost of repair or reinstatement of school property whilst being hired by an individual or group of individuals, subject to the Definitions, Extensions, Exclusions and Conditions of the Membership Rules including the member retention (excess). 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.  |
| 18. | The DfE is offering a scheme whereby schools can apply for a defibrillator to be supplied and installed in and around school 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 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 school 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 schools and £500 for all other schools each and every loss)

Subject to this being a permitted activity of the school, we can confirm that subject to the terms and conditions of 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 school will also need to undertake a risk assessment.  |

**Business Interruption**

| **QuestionNo.** | **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 first £500 each and every loss is excluded; other than losses by a Nursery or Primary school where the first £250 is excluded.  |
| 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 school 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 school or the 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 schools).  |

**Employers Liability**

| **QuestionNo.** | **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 school, from an employee of the school 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 the school 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 which confirms the level of Employers Liability cover provided by the RPA. This document can be displayed by schools if they wish to.  |
| 3.  | The RPA provides an indemnity to 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 school 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. Schools 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 the school 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 school. The school 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? | The definition of ‘Employee’ includes ‘Persons undertaking study or work experience’. 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 of 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 they 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 school 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 an indemnity to the school under the Employers Liability section to the extent that the school is legally liable to pay compensation or damages to the injured party. |

**Third Party Public Liability**

| **QuestionNo.** | **Question** | **Response** |
| --- | --- | --- |
| 1. | What is the extent of third party liability cover provided for medical procedures? | RPA will provide an indemnity if a Member becomes legally liable to pay for damages or compensation in respect of or arising out of personal injury occurring during the Membership Year within the Territorial Limits and in connection with the provision of medicines or medical procedures. Indemnity will also be provided to any member of staff (other than any doctor, surgeon or dentist while working in a professional capacity) who is providing support to pupils with medical conditions and has received sufficient and suitable training. Member employed medical professionals, such as doctors and nurses, will 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)](https://www.gov.uk/government/publications/supporting-pupils-at-school-with-medical-conditions--3)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. Member’s should be able to demonstrate that they have followed their own procedures for mitigating risk.The RPA cover does not extend to medical negligence/medical malpractice indemnity. If the Member requires medical negligence/malpractice cover then they will need to buy commercial insurance. |
| 2. | What is the extent of third party liability cover provided for first aiders? | 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 first aid. Indemnity will also be provided to any first aider (other than any doctor, 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 and nurses, will need to take out and maintain medical malpractice insurance or indemnity coverages.  |
| 3. | Does the RPA cover hirers of rooms within school 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 large groups or organisations who are hiring the premises such as a football/swimming club who should provide evidence of such insurances to the school. 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 school to decide. The RPA will continue to indemnify the school for the schools legal liability to pay compensation for personal injury or damage to third party property arising out of the use of its facilities by third party organisations. Risk Assessments should be undertaken, recorded and adhered to |
| 4. | Does the RPA cover damage to neighbouring properties by trees on school land? | The RPA will provide an indemnity to the school if the school 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 school that relate to the acts of third party contractors? | The RPA will defend such a claim on behalf of the school and provide an indemnity to the school if the school 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 school premises or providing goods or services to the school should have in place adequate third party public (and if appropriate products) liability insurance cover and the school should seek evidence of such cover. Schools should check that the contractor’s Third Party Public Liability insurance contains an ‘indemnity to principal’s’ clause, whereby the contractors insurer will indemnify the school if a claim is brought against the school for which the contractor is legally liable.  |
| 6. | Are visitors to school premises covered under the RPA? | The RPA will provide an indemnity to the school if the school is legally liable to pay damages or compensation in respect of personal injury or property damage to third parties who are visiting the school.  |
| 7.  | The RPA provides an indemnity to schools 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 school 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 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 on work placements/experience? | RPA will provide an indemnity if a school 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, 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 companyThird party public liability cover will apply (to the extent the school is legally liable to pay compensation) if the schools 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 only provide an indemnity where the school is legally liable to pay compensation to the pupil. The RPA will not indemnify any legal liability attaching to the employer. All employers need Employers’ Liability insurance unless they are exempt from the Employers’ Liability (Compulsory Insurance) Act. The following employers are exempt: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

If an employer is exempt, the school should consider whether the receiving employer has the financial wherewithal to pay any compensation that the employer may become legally liable to pay. |
| 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. Insurance would need to be sought for gradual pollution/contamination risks. |
| 11. | Does the RPA cover Tour Operator’s Liability? | No, insurance cover will need to be sought if this is required.  |
| 12. | We are hiring a bouncy castle/inflatable, are we covered for legal liabilities that the school may incur? | The RPA will provide an indemnity if the school 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 school should seek confirmation of the owner’s Third Party Public Liability insurance. The school 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 guidelines 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 school productions and performances, i.e. Christmas shows, pantomimes, musicals? | As long as the event is ran directly by the school, the applicable sections of the RPA (including Third Party Public Liability, Employers Liability, and Personal Accident) will respond, subject to the terms and conditions of the Membership Rules.  |
| 15. | Are we covered when hiring a mobile swimming pool for students and staff to use? | As long as this is a permitted activity of the school the RPA will provide indemnity to the school and the relevant sections of the RPA will respond, subject to the terms and conditions of the Membership Rules, including:1. Under Section 1 (Material Damage ) if the school is responsible for loss or damage to the swimming pool under a hire/lease agreement, within the scope of the rules, to it’s full reinstatement value
2. Under Section 3 (Employers Liability) if the school is legally liable to pay compensation or damages in relation to bodily injury sustained by an employee whilst undertaking this activity;
3. Under Section 4 (Third Party Public Liability) where the school is legally liable to pay compensation in relation to damage to third party property or bodily injury to a third party when undertaking this activity. Pupils are classed as third parties

As with all school activities 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. |
| 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 (negligent) to pay compensation or damages following bodily injury to third parties (including pupils) or employees arising out of this activity if it is a permitted activity of the school. 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 school employee.Suitable and sufficient risk assessments will need to be undertaken, recorded and adhered to.  |
| 17. | We are considering acquiring some e-bikes to offer to staff to use for work related activities, but also to enable them to trial them for their daily use.  Would such use of these e-bikes be covered by the RPA, in terms of theft, but more importantly in cases of accident or injury to the rider or a third party/property? | If this is a permitted activity of the Member and the e-bikes are used for undertaking business activities of the Member and they will not be registered for road use or where motor insurance is required by law, RPA cover will apply.  The RPA will provide indemnity to the Member under the Third Party Public Liability section, if the Member is legally liable for death, injury or third party property damage caused by the use of the e-bikes, which has unlimited indemnity. Cover would also apply under the Employers Liability section if the Member is legally liable for death or injury to an employee, which has unlimited indemnity.If the e-bikes are the property of the Member, loss or damage to them will be covered by Section 1, Material Damage section of the RPA, each and every claim will be subject to the usual member retention of £250 for Nursery and Primary schools and £500 for all other members, each and every loss. Please note the RPA excludes damage to property kept in open sided buildings and moveable property in the open.The cover provide is subject to the Definitions, Extensions, Exclusions and Conditions of the Membership Rules.There are no specific requirements within the RPA in relation to risk management or mitigation. There is a general requirement that a member maintains a minimum standard of risk management, which includes:* undertaking risk assessments as required by legislation
* maintaining the property in a satisfactory state of repair
* taking all reasonable precautions for the safety of property
* taking all reasonable precautions to prevent loss, destruction, damage, accident or injury
* setting and maintaining systems for the protection of property, employees, pupils and third parties
* compliance with the laws of England and Wales
* compliance with UK Government guidance as appropriate

As with all member activities suitable and sufficient risk assessments will need to be undertaken, recorded and adhered to. |
| 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. Cover for EV chargers will be provided by the RPA under Section 1, Material Damage and Third Party Public Liability sections. 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 is excluded.
3. Suitable and sufficient 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.

Please note that the intention of providing cover under the RPA is that EV chargers are provided solely for the use of staff and visitors during school hours. Access to chargers outside of school hours, should be made unavailable/locked to avoid misuse. The Members usual member retention will apply to each and every loss. |
| 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 school maintains a minimum standard of risk management, which includes:* undertaking risk assessments as required by legislation
* maintaining the property in a satisfactory state of repair
* taking all reasonable precautions for the safety of property
* taking all reasonable precautions to prevent loss, destruction, damage, accident or injury
* undertaking reasonable checks when employing members of staff
* setting and maintaining systems for the protection of property, employees, pupils and third parties
* compliance with the laws of England and Wales
* compliance with UK Government guidance as appropriate

As stated above, suitable and sufficient risk assessments should be undertaken, recorded and adhered to and to compliance with UK Government guidance.  The school 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 school is legally liable to pay compensation or damages following bodily 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 school is legally liable to pay compensation or damages following bodily injury to an employee. Use of reasonable force in schools - GOV.UK (www.gov.uk) |

**Governors Liability**

| **QuestionNo.** | **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 school; Employees of the school 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 policy2. The school had prior knowledge of before opting to join the RPA |
| 4. | Can you give a breakdown of costs for RPA? Our auditors have requested the cost for governors insurance as this is required for our annual accounts return. | 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 £25 per pupil 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 school 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.  |

**Professional Indemnity**

| **QuestionNo.** | **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 during the Membership Year unless:1. An indemnity is provided by an insurance policy2. 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 school, RPA will provide an indemnity to the school where the school is legally liable to pay compensation to another school due to actual or alleged breach of professional duty; libel, slander or defamation.  |

**Personal Accident**

| **QuestionNo.** | **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**

| **QuestionNo.** | **Question** | **Response** |
| --- | --- | --- |
| 1. | Will the RPA provide cover if a school trip within the UK is cancelled due to bad weather? | The RPA will provide an indemnity if a school trip is cancelled as a direct and necessary result of any cause outside of the school’s control.The RPA does not cover cancellation due to disinclination to travel. If a trip is cancelled because poor weather would make the trip less enjoyable then cover would not apply, however **if the** **bad weather meant travel was dangerous or the venue being visited is damaged/no longer available or transport is no longer available then cover would apply.**  |
| 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, or
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 the school decides 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 school. However, if the venue/access to the venue remains available and it is the school or individual pupil/parent that decides to cancel this would be deemed ‘disinclination to travel’ which is not covered by the RPA. If the school feels that it has a strong case for cancelling a trip, in such circumstances this should be referred to the TPA (Third Party Administrator) who will liaise with the RPA Project Team to consider on a case by case basis whether costs can be reimbursed. |
| 4. | We have a volunteer attending the school trip; will they require their own travel insurance whilst acting as a volunteer on this school trip? | Volunteers are included within the definition of ‘Employee’ and are therefore covered as such while conducting ‘Business’ activity of the school, this would include UK trips by a Member. |
| 5. | Does the RPA cover ex pupils attending school trips? | The RPA will provide cover under relevant sections in relation to pupils attending school trips in circumstances 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 school, therefore cover will apply in case of death or bodily injury, due to the negligence of the school. The pupil will need to make their own arrangements for travel insurance (including personal liability). |

**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. 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.As with all school activities 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? | A cover note is available to all Members as part of the RPA annual Membership Pack. This cover note summarises the cover provided by the RPA, confirms the name of the Member school, Membership number and Membership Period as well as, emergency contact details to notify claims. |
| 4. | How will hospitalisation / repatriation costs be paid? Will the school have to pay upfront?  | Hospitalisation/ repatriation / rescue and other claims involving significant amounts will be settled directly between the RPA Third Party Administrator and the hospital / transporting / rescue organisation. The RPA Member will not be expected to fund these costs upfront and should liaise with the Third Party Administrator for assistance. |
| 5. | In respect of overseas trips, are there an Emergency Medical and Urgent Incidents Assistance Helpline? | Yes, please contact +44 203 475 5031 with the following information:* Your location and current situation
* A description of what has happened/when/details of these affected
* A description of exactly what assistance is needed
* If real time translation is required, confirm which language is required
 |
| 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 weather/safety conditions are such that it becomes necessary to do so, to prevent that person from sustaining bodily injury or becoming ill. |
| 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 guidelines.  |
| 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, 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 current RPA arrangement and the emergency medical expenses cover under the RPA will not be affected. However, we would recommend that GHIC’s are used where there is the facility to do so. Please note that there has been no change in cover provided by the RPA due to Brexit, so in regards to Overseas Cover, specifically medical cover, please refer to the RPA Membership Rules Section 11 for full detail on the cover which will be provided.  |
| 11. | As the RPA is not insurance, will hospitals/doctors refuse the RPA as guarantee of payment for large medical expenses? | The RPA Member will not be expected to fund the costs of large expenses in advance, the RPA Third Party Administrator will be in direct contact with the hospital/doctor, therefore the RPA not being insurance will not be an issue.  |
| 12. | We have a volunteer attending the school trip; will they require their own travel insurance whilst acting as a volunteer on this school trip? | Volunteers are included within the definition of ‘Employee’ and are therefore covered as such while conducting ‘Business’ activity of the school, this would include overseas trips by a Member. |
| 13. | Would the RPA indemnify losses if the school 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 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 school. However, if the venue/access to the venue remains available and it is the school or individual pupil/parent that decides to cancel this would be deemed ‘disinclination to travel’ which is not covered by the RPA. If the school feels that it has a strong case for cancelling a trip in such circumstances, this should be referred to the TPA (Third Party Administrator) who will liaise with the RPA Project Team to consider on a case by case basis whether costs can be reimbursed. |
| 14. | Does the RPA cover ex pupils attending school trips? | The RPA will provide cover under relevant sections, in relation to pupils attending school trips in circumstances where they were pupils at the time of booking such trips. In other circumstances where pupils from other schools are attending. |
| 15. | Does the RPA cover trips which are facilitated by the school 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 school, that is a Member of the RPA, the RPA will provide cover to the pupil only when undertaking activities organised by the host family. Cover will apply under Section 11, Overseas travel (including winter sports), subject to the Definitions, Extensions, Exclusions and Conditions of the Membership Rules.Cover will also apply to the pupil under Section 4, Third Party Public Liability, where the school is legally liable in 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. |

**Legal Expenses**

| **QuestionNo.** | **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 school 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 school 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 school 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 currently provide a legal helpline however, legal helpline cover can be obtained via the [DfE-approved frameworks](https://www.gov.uk/guidance/find-a-dfe-approved-framework-for-your-school). You can also use [Get help buying for schools](https://www.gov.uk/guidance/get-help-buying-for-schools). Member schools 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 payments 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 Section (Section 12) of the RPA 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 member retention (excess) of £250 for Nursery and Primary schools and £500 for all other schools each and every loss. However, the legal expenses that are indemnified under this section 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
5. Civil actions in relation to school expulsions

Cover also includes basis or compensatory awards following a breach of the school’s statutory duties under employment legislation. 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. Cover is subject to the school 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 |

**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:* 1. Losses by Nursery and Primary schools where the member retention will be the first £50 of each and every loss
	2. 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. |

**Cyber**

| **QuestionNo.** | **Question** | **Response** |
| --- | --- | --- |
| 1. | What actions do I need to take to ensure that all of the schools 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 of the conditions below: All members must: a. All members must meet the Department for Education’s [Cyber security standard](https://www.gov.uk/guidance/meeting-digital-and-technology-standards-in-schools-and-colleges/cyber-security-standards-for-schools-and-colleges) 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*](https://www.ncsc.gov.uk/collection/top-tips-for-staying-secure-online/always-back-up-your-most-important-data)
* [*Step 1 - Backing up your data - NCSC.GOV.UK*](https://www.ncsc.gov.uk/collection/small-business-guide/backing-your-data)
* [*Offline backups in an online world - NCSC.GOVUK*](https://www.ncsc.gov.uk/blog-post/offline-backups-in-an-online-world)
* [*Cloud backup options for mitigating the threat of ransomware - NCSC.GOV.UK*](https://www.ncsc.gov.uk/blog-post/cloud-backup-options-for-mitigating-the-threat-of-ransomware)

b. Have completed [NCSC Training for all Employees and Governors](https://www.ncsc.gov.uk/information/cyber-security-training-schools) who have access to the Member’s IT system and it must be renewed annually. c. [Register with Police CyberAlarm](https://www.cyberalarm.police.uk/). 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 schools IT 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 school. We do encourage school 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. |
| 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 we have 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.comwho will be able to assist.It is also available from [RPA Information & Documents page](https://www.rpaclaimforms.co.uk/membership-information-page/) on the Claims Handling website or by emailing RPA.DFE@education.gov.uk.  |
| 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](https://www.cyberalarm.police.uk/register/), 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  |
| 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. For Membership years 2024-2025, the wording of the Offline Backup has been clarified to align with the Cyber security standards published by the Department:All members must meet the Department for Education’s [Cyber security standard](https://www.gov.uk/guidance/meeting-digital-and-technology-standards-in-schools-and-colleges/cyber-security-standards-for-schools-and-colleges) 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*](https://www.ncsc.gov.uk/collection/top-tips-for-staying-secure-online/always-back-up-your-most-important-data)
* [*Step 1 - Backing up your data - NCSC.GOV.UK*](https://www.ncsc.gov.uk/collection/small-business-guide/backing-your-data)
* [*Offline backups in an online world - NCSC.GOVUK*](https://www.ncsc.gov.uk/blog-post/offline-backups-in-an-online-world)
* [*Cloud backup options for mitigating the threat of ransomware - NCSC.GOV.UK*](https://www.ncsc.gov.uk/blog-post/cloud-backup-options-for-mitigating-the-threat-of-ransomware)
 |
| 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.  |
| 11. | In regards 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 our schools do not require this additional product to be installed?All schools share the same public facing IP address so all schools 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](https://docs.microsoft.com/en-gb/azure/backup/guidance-best-practices), 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.For Membership years 2024-2025, the wording of the Offline Backup has been clarified and to align with the Cyber security standards published by the Department For Education:All Members must meet the Department for Education’s [Cyber security standard](https://www.gov.uk/guidance/meeting-digital-and-technology-standards-in-schools-and-colleges/cyber-security-standards-for-schools-and-colleges) 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*](https://www.ncsc.gov.uk/collection/top-tips-for-staying-secure-online/always-back-up-your-most-important-data)
* [*Step 1 - Backing up your data - NCSC.GOV.UK*](https://www.ncsc.gov.uk/collection/small-business-guide/backing-your-data)
* [*Offline backups in an online world - NCSC.GOVUK*](https://www.ncsc.gov.uk/blog-post/offline-backups-in-an-online-world)
* [*Cloud backup options for mitigating the threat of ransomware - NCSC.GOV.UK*](https://www.ncsc.gov.uk/blog-post/cloud-backup-options-for-mitigating-the-threat-of-ransomware)
 |
| 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](https://iasme.co.uk/cyber-essentials/cyber-essentials-plus-find-out-more/). This is delivered on behalf of the National Cyber Security Centre (NCSC) by IASME and includes an audit of the school’s 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 completion centrally for all staff on the compliance platforms that schools currently use to record other mandatory training, including, but not limited to, [Every](https://www.weareevery.com/compliance_manager/) / [GDPRiS](https://www.gdpris.co.uk/) or an MIS such as [RM](https://www.rm.com/) / [SIMS](https://www.ess-sims.co.uk/) / [Arbor](https://arbor-education.com/) / [Bromcom](https://www.bromcom.com/) 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. |
| 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 school or 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 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 schools IT systems being accessed. We would expect there to be a wide range of continuity arrangements in place. |

**Claims**

| **QuestionNo.** | **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 the TopMark Claims Management on 03300 585566.  |
| 2. | What is the process if a claim against RPA is declined? | The TPA (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 TPA 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 TPA within 15 working days of referral to the TPA by the Member. Schools may request a review of the RPA Administrator’s decision. If they wish to pursue this option then this should be put in writing via the TPA detailing the basis of the request for review, and in particular the section of the rules which the member is relying on.The TPA 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 school 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 school about the TPA’s handling of a claim, this is to be put in writing at first instance to the TPA (Third Party Administrator).The TPA 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 TPA will maintain a log of such complaints for the RPA administrator.The TPA 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.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 TPA branch management level, on written request of the Member it will be escalated to the Managing Director of the TPA in the final instance for review.The TPA will acknowledge the escalation to the school within 5 working days and a final written response will be delivered within 10 working days from the request for a review.If the school is not happy with the response to its complaint from the TPA, 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 TPA (Third Party Administrator) will help a school to manage their reputation by engaging with them at every phase through and beyond the claims cycle. The TPA will not communicate with the media on claims issues, unless the school and/or the RPA Administrator specifically require them to do so and in those cases only after full discussion and agreement with them as to content. The TPA will work with schools and/or the RPA Administrator around the content of any messaging.The TPA’s operating model ensures that sensitive claims are identified within the triage phase. Such claims are managed exclusively by senior handlers to a strategic plan that has been agreed with the RPA Administrator. |
| 6. | Do schools need to report losses that are below the Member retention levels? | There is no requirement on schools to report losses below the member retention.  |
| 7. | Does the Member Retention apply to individual losses or can a number of losses be included as one claim?  | 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 orb) 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.  |
| 8. | If an incident results in a claim under more than one section of the RPA (e.g. a material damage loss leading to an increased cost of working claim) would the Member retention apply to each section?  | Yes, the member retention for each section being claimed under will be payable. 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. |
| 9. | 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. |
| 10. | How much support will we receive if a major incident occurred? | The TPA (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 TPA on behalf of the RPA will ensure that the Member receives the support it needs, when it needs it.Where serious incidents occur, the TPA must act quickly to ensure that they can protect the school’s reputation, help the school to resume operations or simply to provide for the best early understanding of the claim. 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 involvementThe TPA will: -• Provide progress updates as necessary• Ensure the school is paid quickly for compensation to which the school 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**

| **QuestionNo.** | **Question** | **Response** |
| --- | --- | --- |
| 1. | How do we join the RPA? | Joining the RPA could not be simpler. There is no risk information to provide, for schools and existing academies via our on-line form simply provide your name, contact email address, URN and required cover start date.  There is no requirement to notify any risk changes to the RPA after joining.  The cost of membership is fixed at £25 per pupil for the RPA Membership Year (starting 01 April 2024 for local authority maintained schools and 01 September 2024 for academies) regardless of any previous losses incurred, or the school location, size, condition or age. 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 audits, workshops and general guidance is provided at no additional cost. Please refer to risk protection arrangement (RPA) for schools - GOV.UK (www.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 schools be required to meet that funding gap? | Opting in to the RPA means associated funds are removed at source. |
| 3. | How will schools 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 [DfE-approved frameworks](https://www.gov.uk/guidance/find-a-dfe-approved-framework-for-your-school). You can also use [Get help buying for schools](https://www.gov.uk/guidance/get-help-buying-for-schools).  |
| 4. | Is the £25 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, EFSA use the place numbers for funding; this is how EFSA fund AP schools in general. The place numbers quoted on the AP allocation would be used to make the funding adjustment. |
| 5. | Can 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 compensation the Member school is liable to pay, as long as the incident giving rise to the claim relates to the operation / business of the Member school. |
| 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, the EFSA recommend that opt in is made approximately one month before cover is required, so that adjustments can be made to funding in line with cover start date.  |
| 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 Confirmation 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 RPA 2024/2025 certification please log in to DfE Sign-in as if you were joining the scheme and download your latest certificate. 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 school’s RPA membership certificate.Approvers please note, DfE Sign-in accounts must have the ‘Online Collections Service - including Risk Protection Arrangements’ assigned, however if you do not have the RPA role selected this will need to be added. Please access DfE Sign-in, Services, and select ‘Online Collections Service - including Risk Protection Arrangements’ then select ‘Risk Protection Arrangement (RPA)’ role.Should your DfE Sign-in account have both the Online Collections Service - including Risk Protection Arrangements, and the RPA role assigned, but you are still unable to sign-up to the RPA, please clear all internet browsing history, including passwords and form data, then open a new browser and log back in to DfE Sign-in. Try again to access RPA from the Services header.**Should you continue to have access issues with DfE Sign-in in respect of RPA, please use the following link:** [**https://help.signin.education.gov.uk/contact-us**](https://help.signin.education.gov.uk/contact-us) **to report the issue.** The new RPA welcome packs contains 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](https://www.gov.uk/guidance/academies-risk-protection-arrangement-rpa). |
| 13. | What is the cost of the RPA between 2024 and 2025? | The cost of RPA is reviewed annually to ensure affordability, breadth of cover and value for money are balanced. The department can confirm that the RPA deduction will be £25 per pupil:* from 1 April 2024 to 31 March 2025 for Local Authority Maintained Schools (LAMS)
* from 1 September 2024 to 31 August 2025 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 2024/25 membership will renew automatically on 1 April 2024 for LAMS and 1 September 2024 for academies at £25 per pupil.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 ESFA (Education and Skills Funding Agency) for the financial Year 2024/25. 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 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 2023 for Financial Year 2024-25) 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 2022 Census for Financial Year 2024-25) 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](https://urldefense.com/v3/__https%3A/www.gov.uk/guidance/the-risk-protection-arrangement-rpa-for-schools__;!!IF02HbLKfvgGAZjM2hVeUw!bOXEG-cBwJHdVOG1eU-J82lA8P_b-Hh8ABqqd7n0bPgq_wNmheps1vsf8YDYZxRrkgZEewPoRqAOJQDScs17SxSfbno$).For special schools and pupil referral units we will calculate the RPA deduction using the place numbers multiplied by the [RPA cost](https://urldefense.com/v3/__https%3A/www.gov.uk/guidance/the-risk-protection-arrangement-rpa-for-schools__;!!IF02HbLKfvgGAZjM2hVeUw!bOXEG-cBwJHdVOG1eU-J82lA8P_b-Hh8ABqqd7n0bPgq_wNmheps1vsf8YDYZxRrkgZEewPoRqAOJQDScs17SxSfbno$).**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 2023 Census for academic year 2024/25) 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 2023 Census for academic year 2024/25) 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](https://urldefense.com/v3/__https%3A/www.gov.uk/guidance/the-risk-protection-arrangement-rpa-for-schools__;!!IF02HbLKfvgGAZjM2hVeUw!bOXEG-cBwJHdVOG1eU-J82lA8P_b-Hh8ABqqd7n0bPgq_wNmheps1vsf8YDYZxRrkgZEewPoRqAOJQDScs17SxSfbno$).For special schools and pupil referral units we will calculate the RPA deduction using the place numbers multiplied by the [RPA cost](https://urldefense.com/v3/__https%3A/www.gov.uk/guidance/the-risk-protection-arrangement-rpa-for-schools__;!!IF02HbLKfvgGAZjM2hVeUw!bOXEG-cBwJHdVOG1eU-J82lA8P_b-Hh8ABqqd7n0bPgq_wNmheps1vsf8YDYZxRrkgZEewPoRqAOJQDScs17SxSfbno$). |

**Risk Management**

| **QuestionNo.** | **Question** | **Response** |
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| 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 gain access to Sharepoint (RPA Risk Management Portal) please email RMBlue.Support@wtwco.com who will grant you access  |
| 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 school arranges a survey if it suspects there are ACMs in the premises. A school can then be absolutely sure whether asbestos is present or not.Alternatively, a school 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 defect 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 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 schools on an annual basis.  |
| 6. | How many first aiders are required? | There are no hard and fast rules on exact numbers of first aiders required. A school 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 school will need to understand what, within its business, might cause harm to people and will need to decide whether it is doing enough to prevent that harm. The school 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 placeThe risk assessment should be recorded, reviewed and updated periodically.  |
| 8. | What should be included in a Health and Safety (H&S) policy? | Most businesses 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 school’s Competent Person? | As an employer, a school 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 school, which will include an understanding of the risks within the school. The appointed Competent Person does not need to be from within the school but can be from outside the organisation if they have the necessary skill, knowledge and experience.  |
| 10. | How are serious incidents related to personal injury or death reported to the enforcing authorities? | All incidents can be reported online but a telephone service remains for reporting fatal and major injuries only - call the Incident Contact Centre on 0845 300 9923 (opening hours Monday to Friday 8.30 am to 5 pm). |
| 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 school’s water system. The responsible person should understand the school’s water systems and any associated equipment, in order to conclude whether the system is likely to create a risk from exposure to legionella. The Risk Assessment should be able to identify whether:• 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 school 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 school 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 school maintains a minimum standard of risk management which includes: * undertaking risk assessments as required by legislation
* maintaining the property in a satisfactory state of repair
* taking all reasonable precautions for the safety of property
* taking all reasonable precautions to prevent loss, destruction, damage, accident or injury
* undertaking reasonable checks when employing members of staff
* setting and maintaining systems for the protection of property, Employees, pupils and third parties

compliance with the laws of England and Wales compliance with UK Government guidance as appropriate In relation to fire protection, specifically the school 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 oe specifications etc. There is a general requirement that a school maintains a minimum standard of risk management, which includes:* undertaking risk assessments as required by legislation
* maintaining the property in a satisfactory state of repair
* taking all reasonable precautions for the safety of property
* taking all reasonable precautions to prevent loss, destruction, damage, accident or injury
* undertaking reasonable checks when employing members of staff
* setting and maintaining systems for the protection of property, employees, pupils and third parties
* compliance with the laws of England and Wales
* compliance with UK Government guidance as appropriate

Intruder AlarmsIn relation to intruder alarms the school will need to satisfy itself that is has taken all reasonable precautions as regards the safety and protection of both the premises and the staff, pupils and visitors that will be on the premises. Cover 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 Terms, Conditions and Limitations of the Membership Rules. RPA will apply for the building until such time as the school is no longer responsible for it under the lease agreement and will provide an indemnity to the school for the cost of repair / reinstatement in the event of damage (as defined in the RPA Membership Rules).Please note that damage to fixed glass caused by or arising from Premises that are empty or not in use by the Member or any tenant of the Member is excluded.Any claim will be subject to your usual member retention.There are no specific minimum requirements within the RPA with regards to risk management or mitigation, however there is a general requirement that the school maintains a minimum standard of risk management which includes:i) undertaking risk assessments as required by legislationii) maintaining the Property in a satisfactory state of repairiii) taking all reasonable precautions for the safety of Propertyiv) taking all reasonable precautions to prevent loss, destruction, damage, accident or injuryvi) setting and maintaining systems for the protection of property, Employees, pupils and third partiesvii) compliance with the laws of England and Walesviii) compliance with UK Government guidance as appropriateFor your information in relation to empty properties this should include continuing to maintain the property, securing the property and undertaking regular inspections. You will need to undertake and maintain risk assessments during the period that the property is empty. |
| 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:
	+ RPA Risk Management Audit In Practice that the RMs share with schools
	+ Review checklists that set out the categories and sub-categories that are covered during risk management reviews
	+ Various risk assessment templates and forms
	+ 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

To gain access to Sharepoint (RPA Risk Management Portal) please email RMBlue.Support@wtwco.com who will be able to assist.Up and coming workshops are advertised within the bi-monthly RPA newsletter, ESFA bulletin, and via direct emailed flyers from WTW to the RPA dataset named contact.. |

**Risk Management Audits**

| **QuestionNo.** | **Question** | **Response** |
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| 1. | Why is the RPA undertaking risk management audits? | One of the core purposes of the RPA is to promote good risk management throughout schools. The purpose of the audit is threefold; identify areas where there is room for improvement in risk; identify issues where support can be provided via training and workshops; identify best practice examples that can be shared with other RPA Members. 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 audit will be carried out at individual schools; the school being audited 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 audit can be tailored to take assurance from existing processes in place, test compliance to make sure controls identified are operating as intended and make any recommendations for improvements.  |
| 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 auditor 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 auditor 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 auditor may need to escalate such concerns to the RPA Administrator for further consideration. |
| 5. | Will there be a charge to Members for the audit? | No. The audit is free of charge to RPA Members. |
| 6.  | Is compliance with the risk improvements identified during an audit mandatory?  | Any risk improvements identified during the audit will be discussed between the auditor and the Member at the time of the audit. The Member will be aware of any such risk improvements prior to receipt of the report. Other than improvements that are required to comply with legislation, if a Member considers a risk improvement to be unreasonable there is an opportunity to discuss with the auditor with a view to agreeing scope and timescales. If agreement cannot be reached, the issue will be escalated to the RPA Administrator for consideration.  |
| 7. | Will there be any additional capital funding for risk improvements?  | No automatic funding will be made available; if additional funding is required, this can be applied for from the EFSA, for example the Condition Improvement Fund. |
| 8.  | Will a RPA claim be declined if a risk improvement has not been complied with? | A claim will not automatically be declined if a risk improvement has not been implemented within the set timescales; however, the issue will by that point, have been referred to the RPA Administrator for consideration of any lessons learned. It should be noted that the RPA does not provide cover for fines or penalties (including HSE Fees for Intervention). Therefore, if the risk improvement in question relates to a breach in legislation there may be additional costs associated with the loss that will not be covered by RPA. Fines imposed by a court may be higher due the Member being aware of the breach and not acting on it.  |
| 9. | If a risk improvement involves changes to the fabric of the building how will the consent of interested parties (e.g. trustees, landlords) be obtained?  | It will be for the Member to manage appropriate consents. At the time of booking the audit, the Member will be asked to confirm whether any other party should be provided with a copy of the report. This can include interested parties such as property owners or trustees. |