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SCHOOLS' FORUM

Day: Tuesday
Date: 11 February 2020
Time: 10.00 am
Place: Discovery Academy, Porlock Avenue, Hyde

Item No.	AGENDA	Page No
1.	WELCOME AND APOLOGIES FOR ABSENCE To receive any apologies for the meeting from members of the Forum.	
2.	DECLARATIONS OF INTEREST To receive any declarations of interest from members of the Forum.	
3.	MINUTES OF PREVIOUS MEETING To consider the minutes of the meeting of the Schools' Forum held on 17 December 2019.	1 - 6
4.	SCHOOLS' FORUM FORWARD PLAN To consider the report of the Assistant Director of Education and Assistant Director of Finance outlining the Forward Plan of reports and meeting deadlines for the Financial Year 2020/21.	7 - 8
5.	DEDICATED SCHOOLS GRANT BUDGET UPDATE FOR 2019-20 To consider a report from the Assistant Director of Education and the Assistant Director of Finance on the Dedicated Schools Grant budget position for the financial year 2019-20	9 - 16
6.	DEDICATED SCHOOLS GRANT (DSG) FUNDING FORMULA 2020-21 To consider a report on the arrangements concerning the DSG funding for 2020-21 from the Assistant Director of Education and Assistant Director of Finance.	17 - 34
7.	INSURANCE FOR SCHOOLS To consider a report from the Assistant Director of Education and Assistant Director of Finance with regard to extending the Academies Risk Protection Arrangement to the Local Authority Maintained Schools sector.	35 - 294

From: Democratic Services Unit – any further information may be obtained from the reporting officer or from Natalie King, Democratic Services Officer, natalie.king@tameside.gov.uk, 0161 342 2316, to whom any apologies for absence should be notified.

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Agenda Item 3

SCHOOLS' FORUM

17 December 2019

Present:	Karen Burns (Chair)	Primary Schools – Academies
	Lisa Lockett	Primary Schools – L/A Maintained
	Andy Card	Primary Schools – L/A Maintained
	Lisa Gallaher	Primary Schools – L/A Maintained
	Steve Marsland	Primary Schools – L/A Maintained
	Simon Wright	Primary Schools - Academies
	Marie Wright	Primary Schools – Academies
	Heather Farrell	Primary Schools – Academies
	Richard O'Regan	Secondary Schools – L/A Maintained
	David Ainsworth	Secondary Schools – Academies
	Jenny Langley	Secondary Schools - Academies
	Susan Marsh	Governor, Primary Schools – L/A Maintained
	Donal Townson	Governor, Primary Schools – L/A Maintained
	Rebeckah Hollingsworth	Tameside Pupil Referral Service
	Elaine Horridge	Diocesan Representative
	Anton McGrath	14-19 Sector
	Tim Bowman	Assistant Director, Education TMBC
	Christine Mullins	Finance Business Partner, TMBC
	Louisa Siddall	Senior Accountant, TMBC
	Wendy Lees	Senior Finance Officer, TMBC
Apologies for absence:	Elizabeth Jones	Governor, Secondary Schools – L/A Maintained
	Robin Elms	Special Schools – L/A/Maintained
	Elaine Sagar	Early Years Private, Voluntary and Independent Sector
	Gill McFadden	Business Manager, Secondary Schools-Academies
	Alan Harrison	Secondary Schools-Academies
	Scott Lees	Tameside Teachers' Consultative Committee
	Ian Noone	Diocesan Representative
	Councillor Leanne Feeley	Executive Member
	Councillor Oliver Ryan	Executive Member

48 DECLARATIONS OF INTEREST

There were no declarations of interest.

49 MINUTES

Consideration was given to the minutes of the meeting of the School's Forum held on 26 November 2019.

RESOLVED

That that the minutes of the meeting of the School's Forum held on 26 November 2019 be approved as a correct record.

50. DE-DELEGATION 2020-21

Consideration was given to a report of the Assistant Director of Finance and Assistant Director of Education, which provided additional information to that provided in the previous School's Forum

report presented on 26 November 2019. This report included the potential implications of the decision not to de-delegate Trade Union Support and was in response to a request made by the Secondary Sector to defer their vote on the de-delegated services to allow consultation with wider stakeholder colleagues.

Consideration was given to a point raised at the last meeting with regard to Special Schools and their position in the voting process for de-delegation. It was explained that operational guidance suggests that Special Schools and the Pupil Referral Service are not part of the voting process but can buy back in the same way that Academies can. The members of the Forum, therefore, considered whether Maintained Special Schools and the Pupil Referral Service wanted to be part of the de-delegation vote and therefore agree that their School's Forum representatives make the annual decision and buy back on behalf of the sector, and whether the Schools' Forum members agree to this amendment to the current voting process.

Following a request from members of the Forum with regard to financial efficiency and the role of Trade Unions, an overview of the roles and responsibilities of Trade Union Support was provided. It was explained that Tameside schools have for many years had access to Trade Union Support through a Service Level Agreement arrangement that recognises the main Trade Unions and professional associations that support the various public sector employee groups across the whole school workforce.

Furthermore, it was made clear that this support provides schools with centrally co-ordinated Trade Union services to support schools' and leaders' statutory obligations. In particular, it was explained that this provides schools, school leaders and Governing Bodies with support and expertise in employment related matters, helping to resolve workplace issues early on and providing a significant and positive contribution to school leaders with their management of change and the implementation of policies and procedures.

It was explained that local Trade Union representatives undertake a variety of roles in collective bargaining and working with school leaders and managers, communicating with union members, liaising with relevant Trade Unions at regional and national level and greatly assisting in the handling of individual matters concerning school based employees. The positive benefits for school leaders, employees and union members were outlined, including:

- Time and resources directed solely to Tameside schools' priorities with less competing and conflicting demands
- Progression of employee relations issues within schools undertaken and concluded in a timely manner
- Full knowledge and understanding of local needs and pressures
- Progression of school employment procedure review and implementation undertaken more speedily
- The development of effective, collaborative working relationships to enable smoother progression of school based organisational matters, such as school staffing re-organisation and health and safety matters
- Locally based resulting in easier access and speedier responses to requests for service
- Direct access to senior officers within the Council's Children's Services Directorate, acting as mandate and lobbyist for school leaders/school based staff and school related matter.

In contrast, the implications of not de-delegating Trade Union support were outlined, including potential delays in accessing support, which would negatively impact timely resolutions to workplace issues, progression of employment policies and practices for school leaders. It was also suggested that it would be highly likely that any support available would not have full knowledge and understanding of a school's local needs. Furthermore, any meetings that may require attendance from a variety of Trade Unions will become more problematic logistically to arrange at a regional level.

Consideration was then given to the financial implications of Trade Union Support. It was outlined that, year on year, the number of local Trade Union officers and associated expenditure is reviewed by the Local Authority to ensure that the provision continues to deliver excellent services whilst achieving good value for money. The support offered to schools for 2020-21 will be just over 3 full-time officers covering all teaching and non-teaching staff across the whole Tameside area. Their performance is overseen and directed by the senior council officers; ensuring work is targeted and directed to where local needs for schools are best met.

In terms of funding Trade Union support, the total cost of Service Level Agreements for schools for 2020-21, including staffing costs and associated overhead running costs is £174K. The de-delegation rate for this support is £6.47 per child and Secondary Maintained Schools were asked to vote on this.

It was explained that, assuming none of the Maintained Primary Schools buy in and Secondary Maintained Schools de-delegate whilst Academies who purchased for 2019-20 (both sectors) continue to buy in, there would be a short fall in cost recovery of approximately £82K. Alternatively, it was made clear that, should Secondary Maintained Schools not de-delegate and Academies who had previously purchased for 2019-20 (both sectors) continue to buy in, there would be a short fall in cost recovery of approximately £120K. It was also outlined that a buy-back option would be available to the Primary Sector on the same basis as de-delegation.

It was further explained that the short fall in the recovery of costs for the Council would result in the need for a significant review of the facilities afforded through the Facilitates Agreement, which may result in a reduction in offer being made available at the present time and for the future.

With regard to contingency, it was stated that, in 2019-20, Mainstream Secondary Maintained Schools voted to de-delegate the budget for contingency. This budget had been established to support those schools facing a deficit budget position to support the Dedicated Schools Grant against any future pressures where schools are closing or are forced to convert to an Academy leaving a deficit balance. The members of the Forum acknowledged that, whilst schools are facing financial pressures, it is prudent to establish a contingency budget to protect future pressures against the Dedicated School Grant, which will affect all schools. It was explained that the aim of this would be to create a contingency fund of approximately £159K. It was also noted that, to date, there have been no requests made to access the contingency fund for 2019-20. With this in mind, the fund will be carried forward into 2020-21.

RESOLVED

- (i) That de-delegation for Trade Union support for Secondary Maintained Schools be approved.**
- (ii) That de-delegation for Secondary Maintained Schools to the Contingency fund be approved.**
- (iii) That the amendment to the current voting process be agreed to include Special Schools and Pupil Referral Service with regard to future annual decisions on de-delegation.**

51. SCHOOLS BLOCK FUNDING 2020-21

Members of the Schools' Forum were presented with training relating to the School Funding Formula 2020-21. This included a detailed explanation of the Dedicated School Grant alongside Pupil and School Led Funding Factors. In addition, the High Needs National Funding Formula was explained with specific regard to how this is used within Special Schools, Mainstream Schools, and Resourced Units.

Following this, consideration was given to a report from the Assistant Director of Finance and Assistant Director of Education on the proposed Schools Block Funding Formula for 2020-21 and

the principles to be applied to the formula further to receiving the final grant settlement from the Department for Education.

Consideration was given to the outcomes of the consultation process, details of which were noted in the minutes of the previous meeting. Members were informed that there were a total of 40 responses to the consultation out of 98 schools. The results were as follows:

- Do you agree with option 3 as the proposed funding formula and proposed funding rates for 2020-21?
Yes – 60-%
No – 40%
- Do you support, in principle, the Local Authority submitting a disapplication to the Secretary of State to transfer 1% from the Schools Block to the High Needs Block as per option 3?
Yes – 62%
No – 38%
- If the secretary of State will not approve a 1% transfer, do you wish to support the 0.5% transfer from the Schools Block to the High Needs Block with Schools' Forum approval as per option 2?
Yes – 64%
No – 36%

It was detailed that, as a result of the consultation response, the Local Authority is planning to transfer 1% School Block funding to the High Needs Block funding with the proposed local model seeking to implement a 0.5% Minimum Funding Guarantee and a 3.4% Gains Cap, dependent on affordability.

The report also detailed that, as part of the consultation and in line with previous Schools' Forum decisions, that the Local Authority wishes to remain as close as possible to the National Funding Formula, after taking account of the 1% transfer. Therefore, if there were to be additional funding over what was required for the proposed funding formula, the Local Authority would ask Schools' Forum to consider the following changes in the order they are presented:

1. Include a Mobility Factor
2. Increase the Basic Entitlement
3. Reduce the Gains Cap
4. Increase the MFG

Consideration was given to the Mobility Factor with the intention that this would support schools in which a high proportion of pupils first join on a non-standard date. This funding would, therefore, be allocated on the proportion of mobile pupils in each phase above a threshold of 6% with the following rates:

- £875 for each Primary mobile pupil above the threshold
- £1,250 for each Secondary mobile pupil above the threshold

When modelled on this formula, and based on data from October 2018, a total of 21 Primary Schools and 2 secondary Schools would attract mobility funding, allocating a total of £155K to the eligible schools. In order for this to be affordable, the Gains Cap would need to be increased to 3.2%, resulting in gaining schools receiving up to 3.2% gains rather than 3.4%.

The report also stated that, dependent on the final settlement, the Local Authority would look to increase the Basic Entitlement to bring it more closely to the National Funding Formula rate. The Gains Cap has needed to remain in the local formula as this 1% transfer is unaffordable without the cap in place. In addition, the National Funding Formula currently allows the Local Authority to apply a Minimum Funding Guarantee. With this in mind, the report made clear that the Local

Authority would need to assess the formula to ensure that the overall budget balances within the final allocation of the Department for Education and would seek to balance the overall budget in a way that provides maximum benefit to all schools.

RESOLVED

That the principles of the Funding Formula for 2020-21 be agreed in line with the details included in the report.

53. SCHOOL BALANCES

Consideration was given to a report reviewing potential changes that could be made in an approach to managing school balances. This was following on from a previous report dated October 2019.

In the Schools' Funding Group, consideration had been given to the reasons as to why excess school balances had previously occurred and the purpose for which schools were holding these. In response, the report outlined a number of potential changes to the current scheme of balances, including:

- Increasing the threshold of permitted balances from 8% and 5% retrospectively to 12% in Primary schools and 12% in Secondary Schools
- Setting up a Capital Fund held by the Local Authority for specific capital schemes
- Schools' Forum to use its powers of clawback if balances are held in excess of 2 years (either in full or at 50%)
- Allocating any clawback to the High Needs Budget, subject to compliance with regulations

It was explained that the group had discussed the possibility of Capital Reserve to be established, for schools and the Local Authority to hold balances for Capital Schemes with an account looking to attract interest, but with restrictions that, if the scheme does not progress, the balance is not to return to the school. In these cases, the balance would be treated as a surplus balance, subject to clawback.

As previously discussed in Schools' Forum, invoking the clawback provision could only be applied to Maintained Schools and does not apply to the Academy Sector. The regulations state that funds clawed back would be shared with all Schools and Academies.

Consideration was given to whether, in exceptional circumstances, there may be instances where there would be an agreement to an exemption of a clawback being invoked and whether there should be a right of appeal for schools in relation to clawback.

Consideration was also given as to whether the decision to clawback would be one that could be brought to Schools' Forum. However, it was agreed that responsibility for this would lie with the Local Authority and that there would be a clear focus on transparency of process and policy.

RESOLVED

- (i) That the Schools' Forum agrees to increase the limit from 8% and 5% to 12% and 9% and would like an option to contribute to a Capital Reserve**
- (ii) That the Schools' Forum agrees to invoke a clawback clause for surplus school balances from 2019-20**
- (iii) That the level of the clawback balance be agreed at 50%**
- (iv) That exceptional circumstances may be considered with regard to clawback**
- (v) That the clawback agreement should be reviewed annually**
- (vi) That the Schools' Forum agrees that any clawback should be allocated to High Needs and that this be clearly identified within the policy.**

54. DATE OF NEXT MEETING

RESOLVED

That the date of the next meeting of the Schools Forum will be held on Tuesday 11 February 2020 at 10.00am, Discovery Academy, Porlock Avenue, Hyde.

Agenda Item 4

Report to:	SCHOOLS' FORUM
Date:	11 February 2020
Reporting Officer:	Tom Wilkinson – Assistant Director Finance Tim Bowman – Assistant Director Education.
Subject:	SCHOOL FORUM FORWARD PLAN
Report Summary:	Provide members of Schools Forum the Forward Plan of reports and meeting deadlines for the Financial Year 2020/21.
Recommendations:	Members of the Schools Forum are requested to note the meeting dates set out for 2020/21 and the reports to be tabled at each meeting.
Corporate Plan:	The schools forum decision making, supports the Corporate Plan by supporting best use of resources to ensure children have the very best start in life, ensuring children are ready to learn and encouraged to thrive and develop.
Policy Implications:	Overall effective use of resources across Tameside schools is a key component in the Authority's Annual Use of Resources Statement.
Financial Implications: (Authorised by the statutory Section 151 Officer & Chief Finance Officer)	There are no direct financial implications as a result of this report, however an effective Schools Forum would support good stewardship and good use of resources.
Legal Implications: (Authorised by the Borough Solicitor)	The Education and Skills Funding Agency provides guidance as to meeting procedure further to the Schools Forums (England) Regulations 2012, as amended.
Risk Management:	There are no direct risk management implications as a result of this report.
Access to Information:	NON-CONFIDENTIAL This report does not contain information which warrants its consideration in the absence of the Press or members of the public.
Background Information:	The background papers relating to this report can be inspected by contacting Christine Mullins  Telephone: 0161 3472 3216  e-mail: christine.mullins@tameside.gov.uk

1. INTRODUCTION

- 1.1 This report outlines the timetable and schedule of meetings and reports to be presented for the upcoming year, forming a forward plan. The plan will enable forum members to be kept informed of items to be tabled for consideration.

2. TIMETABLE

- 2.1 The meeting dates for the remainder of 2020/21 financial year for forum have now been set and are outlined below. Setting the annual schedule of dates in advance assists forum members with diary planning.

<u>Date</u>	<u>Venue</u>
Tuesday 23 June 2020	Discovery Academy
Tuesday 29 September 2020	Discovery Academy
Tuesday 24 November 2020	Discovery Academy
Thursday 14 January 2021	Discovery Academy

- 2.3 Please note the change of day to Thursday for the January meeting; this is to enable the maximum amount of time from the funding announcements, which are expected Christmas week, to be worked into a final plan for Forum's consideration. This will enable us to meet the DFE deadline for the APT submission usually 19 January with the appropriate political ratification.

3. FORWARD PLAN

- 3.1 The table below summarises the forward plan of reports to be considered at each meeting by Schools Forum.

Forum Meeting	Report	Purpose
June	DSG Outturn 2019/20 and 2020/21 Update	Noting
	Schools Financial Values Standard Returns	Noting
	High Needs Update	Noting/Approval
	Schools Forum Forward Plan	Noting
September	Forum Membership	Approval
	Schools Balances Reports 2019/20	Noting
	School Funding Update on NFF and Summer Announcements from DFE	Noting
	Consultation of Funding Formula (Schools Block)	
	DSG Monitoring 2020/21 Update	Noting
November	DSG Monitoring 2020/21 Update	Update
	Outcome of consultation of Funding Formula (Schools Block)	Noting
January	DSG Monitoring 2020/21 Update	Noting
	Formula Funding 2021/22	Approval
	Schools Forum Forward Plan	Noting

- 3.2 Further reports may be added to the agenda where schools forum involvement is necessary throughout the year.

4. RECOMMENDATIONS

- 4.1 As set out at the front of the report.

Agenda Item 5

Report to:	SCHOOLS' FORUM
Date:	11 February 2020
Reporting Officer:	Tim Bowman – Assistant Director Education Tom Wilkinson – Assistant Director Finance
Subject:	DEDICATED SCHOOLS GRANT BUDGET UPDATE FOR 2019-20
Report Summary:	A report on the Dedicated Schools Grant budget position for the financial year 2019-20.
Recommendations:	Members of the Schools' Forum are requested to note the contents of the report.
Corporate Plan:	Education finances significantly support the Starting Well agenda to provide the very best start in life where children are ready to learn and encouraged to thrive and develop, and support aspiration and hope through learning and moving with confidence from childhood to adulthood.
Policy Implications:	In line with financial policy and framework.
Financial Implications: (Authorised by the statutory Section 151 Officer & Chief Finance Officer)	<p>The Dedicated Schools Grant is a ring fenced grant solely for the purposes of schools and pupil related expenditure.</p> <p>The current projection for 2019-20 shows a deficit on the DSG which will require a deficit recovery plan to be submitted by the Local Authority (LA) to the Department for Education (DfE).</p>
Legal Implications: (Authorised by the Borough Solicitor)	<p>The legal framework for school budgets is based on legislative provisions contained in sections 45-53 of the School Standards and Framework Act 1998 and accompanying regulations. The School and Early Years Finance (England) Regulations 2014 provide the framework for the funding of maintained schools including how the local authority may allocate their schools budget.</p> <p>The School and Early Years Finance Regulations 2014 gave effect to the decision to reform school funding through a simplified local formula with greater delegation to schools and new arrangements for funding pupils with high needs. The School and Early Years Finance (England) (No. 2) Regulations 2018 came into force on 7 December and sets out the requirements for determining the 2019/2020 financial year. Members of the Schools' Forum are required to exercise due diligence to ensure acceptable compliance with projections for the 2019/2020 financial year.</p>
Risk Management:	The correct accounting treatment of the Dedicated Schools Grant is a condition of the grant and procedures exist in budget monitoring and the closure of accounts to ensure that this is achieved. These will be subject to regular review.
Access to Information:	NON-CONFIDENTIAL This report does not contain information which warrants its consideration in the absence of the Press of members of the public.

Background Information: The background papers relating to this report can be inspected by contacting Christine Mullins – Finance Business Partner, Financial Management, by:



Telephone: 0161 342 3216



e-mail: christine.mullins@tameside.gov.uk

1. INTRODUCTION

- 1.1 This report is presented to provide an update on the Dedicated Schools Grant (DSG) budget for 2019-20. The report sets out:
- A budget update for the DSG for 2019-20 (Section 2)
 - A detailed update for High Needs (Section 3)
 - Known pressures and commitments for 2019-20 (Section 4)

2. DSG BUDGET UPDATE FOR 2019-20

- 2.1 The updated DSG settlement and the projected distribution / spend is included in Table 1.

Table 1 – DSG Update

DSG Funding Blocks	DSG Settlement 2019-20 at Nov 2019 £000	Projected Distribution / Spend 2019-20 £000	Variation Surplus / (Deficit) £000
Schools Block	162,369	162,263	106
Central School Services Block	925	925	0
High Needs Block (Pre/Post 16)	20,782	26,561	(5,779)
Early Years Block	16,479	16,233	247
Total	200,555	205,982	(5,426)

Note: the table above includes roundings

- 2.2 The projected surplus on the schools block mainly relates to a surplus on growth funding of £0.101m and a small surplus relating business rates adjustments.
- 2.3 The CSSB settlement includes funding for the Admissions Services, Schools' Forum and Licences as well as the centrally retained services (formally supported by the Education Service Grant) and is projected to have a nil variation.
- 2.4 The centrally retained service funding is supporting a proportion of the statutory costs of: the Director of Children's Services; the Assistant Director of Education; Planning for Schools; Asset Management; Health and Safety; SACRE; Education Welfare; Appeals; and statutory functions carried out by Finance and Internal Audit.
- 2.5 The projected deficit on the high needs block is £5.779m and further information on this can be found at Section 3 of this report.
- 2.6 The projected surplus on the early years block is £0.247m and further details are provided in Section 4 of this report.

3. HIGH NEEDS UPDATE 2019-20

2019-20 Budget Projection

- 3.1 As reported at last update on the high needs budget in June 2019, growth has continued at expected levels. When setting the budget in February 2019 predictions indicated there would be an in year overspend of £5.51m and after taking into account the DSG reserves there would be a year-end overspend of £2.28m.

- 3.2 The latest figures (assuming the reserves figure of £3.23m is used in full to support the high needs overspend) show the projected overspend at March 2020 has increased slightly to £2.55m. This assumes further growth of £0.69m for the spring term.

Table 2 – High Needs Update 2019-20 at December 2019

High Needs Budget Position	Original Forecast £000	Revised Forecast Dec 2019 £000	Variance Surplus / (Deficit) £000	% Change
Mainstream	1,877	2,489	(612)	33%
Special	9,440	10,137	(697)	7%
TRPS	2,538	2,546	(9)	0%
Resourced Units	127	213	(86)	68%
Independent Schools	2,105	3,127	(1,022)	49%
NMSS	391	331	60	-15%
OOB (Pre 16)	721	1,040	(319)	44%
Post 16	2,448	2,999	(551)	23%
Hospital Education	76	76	0	0%
SEN Support Services	1,841	1,800	42	-2%
Income OOB	(250)	(346)	96	38%
Total	21,313	24,411	(3,098)	
Original Funding	20,337	20,265	(72)	
Academy Recoupment	(1,462)	(1,462)	0	
Additional Pressures Funding	517	517	0	
Total Funding	19,392	19,320	(72)	
Overspend before Balance b/wd.	(1,921)	(5,091)	(3,170)	
Projected in Year Growth:				
Summer Term Real Time	1,662	£0	1,662	
Autumn Term Real Time	1,099	£0	1,099	
Spring Term Real Time	824	688	136	
Total Growth	3,586	688	2,898	
Projected Overspend at Year End (Before Reserves)	(5,507)	(5,779)	(272)	
DSG Reserves at 1 April 2019	3,228	3,228		
Projected Overspend at Year End (after Reserves)	(2,279)	(2,551)	(272)	

Note: the table above includes roundings.

- 3.3 The growth seen across all sectors can also be seen in the increases in number of EHCP's as shown in the table below.

Table 3 – Growth in EHCP’s across sectors at December 2019

Sector	Original EHCP's Funded Apr 19	Revised EHCP's Funded Dec 19	Diff	% Change
Mainstream	354	477	123	35%
Special	485	557	72	15%
TRPS	15	16	1	7%
Resourced Units	44	57	13	30%
Independent Schools	81	134	53	65%
NMSS	11	8	-3	-27%
OOB (Pre 16)	70	93	23	33%
Post 16	192	221	29	15%
Totals	1,252	1,563	311	25%

Growth to the Year End

- 3.4 There continues to be a significant number of requests for assessment and a review of the growth earmarked to the end of the financial year seems reasonable. This shows EHCP’s could increase by a further 90 – 120 taking the total number of EHCP’s to approx. 1,683 by March 2020.

4. EARLY YEARS UPDATE 2019-20

- 4.1 A detailed update of the Early Years block for 2019-20 is included in Table 4.

Table 4 – Early Years update 2019-20 as at December 2019

Early Years Funding Block	Early Years DSG Settlement at Dec 2019 £000	Projected Distribution / Spend £000	Projected Outturn Surplus / (Deficit) £000
Early Years for 3 and 4 Year Olds Universal Entitlement	9,106	8,653	453
Early Years for 3 and 4 Year Olds Extended Entitlement	3,818	3,824	(6)
Early Years for 2 Year Olds	2,608	3,018	(411)
Early Years Pupil Premium	149	161	(12)
Early Years Disability Access Fund	54	31	22
Early Years Centrally Retained Expenditure (3 & 4 Year Olds) based on 4% Retention	545	345	200
Early Years Centrally Retained Expenditure (2 Year Olds)	50	50	0
SEN Inclusion Fund	150	150	0
Total	16,479	16,233	247

Note: the table above includes roundings.

- 4.2 The projections are based actual uptake for the Summer 2019 and Autumn 2019 terms and estimates for uptake in the Spring 2020 term. The updated projections show the funding position has improved for 3 and 4 year olds but there is still significant pressure on the 2 Year Olds funded hours. The improvement on the 3 and 4 year old funding relates to actual uptake for the autumn term being lower than estimated. Work has been undertaken to endeavour to ensure the take up of places is reflective of the actual places being funded throughout the year in the Spring 2020 term census collection.
- 4.3 The final settlement for early years funding will not be announced until June/July 2020. The final distribution / spend and estimated final settlement will be reported to Schools' Forum in the Summer 2020 term.
- 4.4 As agreed at Schools' Forum in February 2019, the centrally retained element of early years has been increased. Additional resource is being implemented to support early years priorities. However, due to the resource being implemented part way through the year there is projected to be an in-year surplus which will support any pressures on Extended Entitlement and 2 Year Olds, and the wider pressure of the High Needs Deficit.

5. KNOWN PRESSURES AND COMMITMENTS FOR 2019-20

- 5.1 Table 5 provides details of the estimated closing position of the DSG for 2019-20.

Table 5 – Estimated DSG Position for 2019-20 year end

	Surplus / (Deficit) £000
DSG Reserve Brought Forward from 2018-19	3,228
Schools Block Changes 2019-20	
In year surplus on business rates	5
In year surplus on growth fund	101
Schools Block 2019-20 Subtotal	106
In year deficit on High Needs Block	(5,779)
Current in year surplus on Early Years	247
Early Years Block 2018-19 Adjustment	122
DSG Reserve after Commitments	(2,077)

Note: the table above includes roundings.

- 5.2 Should all the projections materialise, there would be a deficit of £2.077m on the DSG. As a result a deficit recovery plan would have to be submitted to the DfE outlining how we expect to recover the deficit over the next 3 years. This will require discussion and agreement of the Schools' Forum. The position will be closely monitored and updates will be reported to Schools' Forum.

6. CONCLUSION

- 6.1 The projected in year deficit on DSG is £5.426m. If this materialises it would lead to a deficit on the DSG reserve, estimated to be £2.077m.
- 6.2 The projected deficit may require a deficit recovery plan to be submitted by the LA to the DfE.

7. RECOMMENDATIONS

7.1 As set out at the front of the report.

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Agenda Item 6

Report to:	SCHOOLS' FORUM
Date:	11 February 2020
Reporting Officer:	Tim Bowman – Assistant Director Education Tom Wilkinson – Assistant Director Finance
Subject:	DEDICATED SCHOOLS GRANT (DSG) FUNDING FORMULA 2020-21
Report Summary:	A report on the arrangements concerning the DSG funding for 2020-21.
Recommendations:	Members of the Schools' Forum are requested to <ol style="list-style-type: none">1. approve the funding formula for mainstream schools.2. approve the growth fund.3. support schools' continued contribution to Tameside Safeguarding Children's Partnership.4. approve the central retention of early years funding.5. approve the allocation of the Central Services Schools Block.
Corporate Plan:	Education finances significantly support the Starting Well agenda to provide the very best start in life where children are ready to learn and encouraged to thrive and develop, and supports Aspiration and Hope through learning and moving with confidence from childhood to adulthood.
Policy Implications:	In line with financial and policy framework.
Financial Implications: (Authorised by the statutory Section 151 Officer & Chief Finance Officer)	The Dedicated Schools Grant is a ring fenced grant solely for the purposes of schools and pupil related expenditure. This report sets out the allocation basis for all Tameside schools for 2020-21.
Legal Implications: (Authorised by the Borough Solicitor)	<p>The legal framework for school budgets is based on legislative provisions contained in sections 45-53 of the School Standards and Framework Act 1998 and accompanying regulations. The School and Early Years Finance (England) Regulations 2014 provide the framework for the funding of maintained schools including how the local authority may allocate their schools budget.</p> <p>The School and Early Years Finance Regulations 2014 gave effect to the decision to reform school funding through a simplified local formula with greater delegation to schools and new arrangements for funding pupils with high needs. The School and Early Years Finance (England) (No. 2) Regulations 2018 came into force on 7 December and sets out the requirements for determining the 2019/2020 financial year. At the time of preparing the report those regulations have not as yet been updated but the Department for Education and Skills Funding Agency has issued updated Operational Guidance for local authorities relating to school and early years budget setting for the 2020/21 financial year. That guidance sets out the timetable for Schools forum consultation and political approval required for final 2020 to 2021 funding formula for mid-January with the deadline for confirmation</p>

of school's budget shares to mainstream maintained schools by 29 February 2020

Risk Management: The correct accounting treatment of the Dedicated Schools Grant is a condition of the grant and procedures exist in budget monitoring and the closure of accounts to ensure that this is achieved. These will be subject to regular review.

Access to Information: **NON-CONFIDENTIAL**

This report does not contain information which warrants its consideration in the absence of the Press or members of the public.

Background Information: The background papers relating to this report can be inspected by contacting Christine Mullins – Finance Business Partner, Financial Management, Governance, Resources and Pensions



Telephone: 0161 342 3216



e-mail: christine.mullins@tameside.gov.uk

1. INTRODUCTION

- 1.1 This report sets out information on the allocation of the Dedicated Schools Grant (DSG) for 2020-21.
- 1.2 Section 2 is a summary of the DSG settlement from the DfE/ESFA.
- 1.3 Section 3 provides details of the Schools Block and the proposed funding formula for Mainstream Schools in Tameside in 2020-21.
- 1.4 Section 4 provides details of the High Needs Block.
- 1.5 Section 5 provides details of the Early Years Block.
- 1.6 Section 6 provides details of the Central School Services Block (CSSB).

2. PROVISIONAL DSG SETTLEMENT FOR 2020-21

- 2.1 The provisional DSG settlement for 2020-21 of £212.246m was received on 19 December 2019. All DSG funding must be deployed to schools and / or pupils in accordance with the School and Early Years Finance (England) (No 2) Regulations 2018.
- 2.2 Table 1 provides the breakdown of the provisional settlement for the four blocks within the DSG announced in December 2019, compared with the 2019-20 latest settlement figures.

Table 1 – DSG Settlements as at December 2019

DSG Blocks	2019-20 £000	2020-21 £000	Increase £000	% Change
Schools Block (includes Academies)*	162,369	169,918	7,549	4.6%
High Needs Block (Includes Academies)*	20,782	24,599	3,817	18.4%
Early Years Block	16,479	16,776	297	1.8%
Central Schools Services Block	925	953	28	3.0%
Total	200,555	212,246	11,691	5.8%

* It should be noted Academy funding is recouped by the ESFA. The amount recouped by the ESFA is calculated using the formula set out in Section 3.

- 2.3 The Schools Block increase relates to an increase in pupil numbers, uplift for RPIX on PFI and an increase in DfE funding rates.
- 2.4 The High Needs block increase relates to an increase in pupil numbers and the per head gain Tameside is seeing as a result of the National Funding Formula. The gains cap is set at 17% for 2020-21, allowing Local Authority's (LAs) to see an increase up to this amount compared to the 2019-20 actual high needs allocation. Tameside are seeing an increase of 18.37% including growth in pupil numbers.
- 2.5 The Early Years Block increase relates to an increase in the DfE funding rates.
- 2.6 The CSSB increase relates to an increase in pupil numbers and an increase in the DfE funding rate.

3. SCHOOLS BLOCK

3.1 The Schools Block is the largest element of DSG funding which provides the majority of funding for Mainstream Schools and Academies, with additional elements potentially being allocated through the Early Years and High Needs blocks. The schools block settlement from the DfE is made up of the following funding:

1. A primary unit of funding (PUF) of £4,297.57;
2. A secondary unit of funding (SUF) of £5,458.85;

These units of funding are based on 2019-20 pupil numbers and characteristics and make up the vast majority of the schools block. This core school funding covers funding for all pupil and school led factors in the funding formula. The PUF and SUF are multiplied by the pupil numbers in reception to year group 6 plus pupils aged 4 to 10 not assigned to a year group for primary and pupils in year group 7 to 11, plus pupils aged 11 to 15, not assigned to a year group for secondary.

3. Premises – this includes PFI and business rates which are based on historical spend;
4. Mobility – to support schools in which a high proportion of pupils first join on a non-standard date.
5. Growth – this is calculated using the difference between the primary and secondary numbers on roll on the October 2018 and October 2019 school censuses.

Table 2 – Schools Block Settlement from DfE

Element of Funding	Schools Block £000
Primary Funding (20,859 Pupils)	89,643
Secondary Funding (13,791 Pupils)	75,283
Premises	3,870
Growth	1,121
Total	169,918

Proposed funding Formula for Mainstream Schools

3.2 Schools' Forum had agreed to support a disapplication request to the Secretary of State to move 1% from the Schools Block to the High Needs block. On 15 January 2020, notification was received to inform us this request has not been supported, the letter received can be found at **Appendix A**.

3.3 Schools' Forum agreed to support a 0.5% transfer in the event the Secretary of State rejected the application, therefore, in line with the agreement of Schools' Forum in November 2019, the LA will transfer 0.5% of Schools Block funding to the High Needs Block, which is a total of £0.849m.

3.4 In December 2019, Schools' Forum agreed the approach to allocating funding, should the LA have additional funding to allocate, which was to stay as close to NFF as possible and allocate funds in the following way;

1. Include a mobility factor
2. Increase Basic Entitlement
3. Reduce the Gains Cap
4. Increase the MFG.

This is the approach taken in allocating the funds.

- 3.5 The rates used for each sector to allocate the funding to each individual school are included at **Appendix B**.
- 3.6 The PFI funding continues to be delegated to the relevant schools. The delegated figures have been uplifted by RPIX of 3.03% which reflects the increase in the unitary charge paid for the delivery of PFI services. This element of funding will be recovered by the LA in 2020-21 as in previous years.
- 3.7 Business Rates are funded to the equivalent value of the Business Rates charge for 2020-21.
- 3.8 In 2020-21 LAs are able to set the Minimum Funding Guarantee (MFG) between +0.5% and +1.84% per pupil. In the Schools' Forum paper in December 2019 the proposals were to include a 0.5% MFG, due to the updated settlement and data set from DfE, MFG can be set at 1.84%.

The MFG is calculated as follows as we are adopting the National Funding Formula.

'Total Schools Block' minus 'Business Rates' minus 'Lump Sum' minus 'PFI' = MFG Value,
It should be noted that MFG does not protect a reduction in funding due to a reduction in pupil numbers.

- 3.9 The Gains Cap is a limiting factor which limits the gain in pupil led funding per pupil that a School receives. This is a necessary factor to enable the LA to meet its statutory duty to set a balanced DSG budget.

For 2020-21 the gains cap required is 4% as opposed to the 3.4% cap consulted upon in December 2019. This means that a gaining school will receive up to a 4% gain (1.84% as MFG plus 2.16% cap) on pupil led funding. Any gain above this is used to partly offset the MFG and allow a balanced DSG budget to be set.

Growth

- 3.10 The policy for the growth fund was agreed by Schools' Forum in June 2019 and is included at **Appendix C**.
- 3.11 There are 2 types of growth that are funded from the growth fund. Explicit Growth and Implicit Growth.

Explicit growth relates to the specific growth fund and is allocated based on the growth criteria agreed by Schools Forum.

Implicit growth relates to adjustments to pupil numbers when calculating the funding; in this case for new and growing schools.

- 3.12 The estimated Growth Fund required in 2020-21 is £0.633m and detail of this growth is included in table 3. This relates to the explicit growth only. As stated in the growth policy, the final growth allocation will be based on actual numbers which will be taken from the October 2020 census.

Table 3 – Explicit Growth

School	£000
Aldwyn Primary School	25
Holden Clough Community Primary School	50
Oasis Academy Broadoak	25
St John's CofE Primary School, Dukinfield	25
Milton St John's CofE Primary School	33
St Paul's Catholic Primary School	33
Alder Community High School	59
Mossley Hollins High School	56
Hyde Community College	70
Denton Community College	70
Audenshaw High	70
Unallocated Growth	117
Total	633

- 3.13 There are currently three new and growing schools in Tameside. Growth is required for these schools as the intake increases each year. The growth for these schools is allocated by adjusting pupil numbers to reflect the estimated intake in September. This is implicit growth and the breakdown of allocations is included in table 4.

Table 4 – Implicit Growth

School	£000
Inspire Academy	139
Discovery Academy	68
Laurus Ryecroft	611
Total	819

Safeguarding

- 3.14 As in previous financial years Schools are asked to support safeguarding in the borough, by agreeing to make a contribution of £0.100m towards the cost of the TSCP (Tameside Safeguarding Children Partnership). All schools are asked support the continuation of this arrangement in 2020-21. This equates to approximately £2.83 per child.

4. HIGH NEEDS BLOCK

- 4.1 In December 2019 the government released the provisional 2020-21 High Needs Block Allocation of £24.599m (before academy recoupment). This is an increase in funding of £3.817m compared to 2019-20 budget settlement.

Table 5 – Changes in settlement compared to 2019-20

	2019-20 Allocation £000	2020-21 Allocation £000	Difference
Initial Allocation	21,262	25,079	3,817
Less Import/export	(480)	(480)	0
	20,782	24,599	3,817
Less Recoupment	(1,462)	(1,550)	(88)
	19,320	23,049	3,729
Further Recoupment Adjust (place Change Sept 20)		(80)	(80)
Funding Available	19,320	22,969	3,649

4.2 The allocation above is provisional and will be subject to the following updates during 2020-21 financial year:

1. December 2019 update to basic entitlement factor, based on January AP census and October 2019 school census data.
2. Import/export adjustments based on January 2020 school census data for Pre 16 pupils and February 2020 R06 individualised Learner Record (ILR data) for Post 16 expected May/June 2020.
3. Any adjustments to hospital education funding as a result of data collections from LA's.

High Needs Funding Allocations to Schools

4.3 The number of commissioned places has been agreed with special schools and resourced units for September 2020 will be presented at the June forum.

4.4 There is no planned change to the 'Top Up' rates for 2020-21 and these are attached at **Appendix D** for Special Schools and **Appendix E** for Mainstream Schools.

4.5 As Schools' Forum is aware a High Needs Review has been carried out which has been the subject of consultation with all schools and academies. The result of this consultation has met with agreement. The next phase of this work is to agree an implantation plan, prioritising the following changes;

- Looking at the SEMH provision in the Borough and expanding the provision at Thomas Ashton
- Review the Post 16 provision for the most vulnerable pupils in the borough and establishing post 16 provision at Cromwell
- Looking at resource provision and establishing an increase in units in each locality where demand dictates.
- Investigating the establishment of locality budgets, and looking at sustainability of this funding.

4.6 Alongside the above measures, a review of the SEND support services will be undertaken, and work undertaken with other GM authorities to consider options for joint working. A review of Element 3 top up funding will be also be carried out.

5. EARLY YEARS BLOCK

- 5.1 Table 6 provides the current funding settlement for Early Years for 2019-20 and 2020-21. The settlement is based on the Schools, Early Years and Alternative Provision censuses data from January 2019 and will be updated based on January 2020 and January 2021 census data.

Table 6 – Early Years Funding

Early Years Funding Streams	2019-20 Early Years Allocation £	2020-21 Provisional Early Years Allocation £	Increase in Funding £
3&4 YO Universal	9,563,987	9,733,631	169,644
3&4 YO Extended	4,054,856	4,126,795	71,939
2 Year Old	2,657,894	2,698,026	40,132
Early Years Pupil Premium (EYPP)	149,149	149,150	1
Disability Access Fund (DAF)	53,505	68,880	15,375
Total	16,479,392	16,776,482	297,091

- 5.2 A consultation was launched for the period 21 January until 4 February to gather opinions on the proposals set out below. At the time of writing this report the response to the consultation was not available.

3 and 4 Year Old Funding

- 5.3 The hourly rate of funding received by the LA has increased from £4.51 in 2019-20 to £4.59 2020-21 (2%) for both universal and extended entitlement.
- 5.4 The local funding scheme must include a base rate that applies to all children in all settings. There is a mandatory requirement to have a supplementary rate in relation to Deprivation and it is also possible to have other supplements in relation to Rurality/Sparsity, Flexibility, Quality and English as an Additional Language. The total value of these supplements cannot exceed 10% of the overall funding within this block.
- 5.5 The funding scheme for 2019-20 contains one supplementary element which is in relation to Deprivation and it is proposed that this continues to be the only supplement in 2020-21. The bands of deprivation that each provider is allocated to are calculated with reference to each individual child's score on the DFE maintained Index of Deprivation Affecting Children (IDACI). These scores are used to create an average score per provider and then each provider is ranked into one of three bands. It is proposed to keep the 3 bandings used previously.
- 5.6 The current and proposed rates of allocation to providers are included in Table 7.

Table 7 – 3 and 4 Year Old Rates to Providers

Breakdown of Rates	2019-20 £ per hour	Proposed 2020-21 £ per hour
Base	4.16	4.20
Deprivation – Band A	0.05	0.05
Deprivation – Band B	0.10	0.10
Deprivation – Band C	0.15	0.15

- 5.7 There continues to be a mandatory requirement for a SEN Inclusion Fund. The allocation for this in 2019-20 is £0.150m but due to increasing demand on the fund we are proposing to increase this to £0.180m. The allocations will continue to be agreed through the Early Years Panel.
- 5.8 The operational guidance has confirmed that LAs must ensure that at least 95% of the funding in relation to 3 and 4 year olds is passed through to providers in 2020-21. The proposed rates, together with the SEN Inclusion Fund means the LA will be compliant with the legislation and the central retention based on the current settlement will be approximately £0.69m.
- 5.9 The centrally retained funding will support:
- Early Education Funding Team – This fully supports the administration of Early Years funding, the annual costs associated with the Servelec IT system which is used to calculate and process the payments to Schools and Private, Voluntary and Independent providers.
 - Family Information Services – This supports an Information Officer. This post provides advice, guidance and information to families wishing to access Children's services and was implemented to support the increased demands from the early years extended provision.
 - Early Years Quality Improvement Team – This supports 4 Quality Officers and 2 SENCOs. Support is primarily in relation to: signposting and promoting the standard 15 hours offer and extended 30 hours offer; OFSTED regulations and standards; and Special Educational Needs and Disabilities related issues.
 - SEN Team – funding support for an Early Years SEN Caseworker as specific support for SEN in Early Years.
 - Making it REAL (Raising Early Achievement in Literacy). This is aimed at supporting practitioners to build parents' knowledge and confidence so that they can help their children with reading and writing and create a positive early home learning environment. This programme is evidence-based, has been very successful in Oldham at raising GLD and we are currently running a trial and test cohort in eight primary schools in Tameside. The funding will be used to bring PVIs and more school nurseries on board with Making it REAL.
 - Embedding WellComm in PVIs and school nurseries with a focus on transition to schools. WellComm is an early language assessment and toolkit used to identify language difficulties and address them in the setting and home.

2 Year Old Funding

- 5.10 The hourly rate of funding received by the LA has increased from £5.30 in 2019-20 to £5.38 2020-21 (1.5%).
- 5.11 In 2019-20 the provider hourly rate allocated is £5.20 and £0.10 per hour is retained centrally. It is proposed that the hourly rate to providers is increased to £5.24, and £0.13 per hour is retained centrally. The centrally retained funds contribute to work outlined in paragraph 5.9.
- 5.12 In addition it is proposed to establish a SEN Inclusion Fund of approximately £5k.

Early Years Pupil Premium (EYPP)

- 5.13 There are no proposed changes for funding allocated to providers for 2020-21 for EYPP. The allocations to individual providers will continue to be based on a maximum eligibility of 38 weeks per year, 15 hours per week and an hourly rate of £0.53.

Disability Access Fund (DAF)

- 5.14 There are no proposed changes for funding allocated to providers for 2020-21 for DAF. The allocation rate for eligible children is £615 per child.

6. CENTRAL SCHOOL SERVICES BLOCK (CSSB)

- 6.1 This block was introduced in 2018-19 to fund statutory duties the LA undertakes for both maintained schools and academies. The CSSB brings together:
- Funding previously allocated through the retained duties element of the Education Services Grant (ESG)
 - Funding for ongoing central function such as admissions which were previously top sliced from the schools block
 - Residual funding for historic commitments of which there are none for Tameside MBC
- 6.2 The allocation to the LA is based on a per pupil element of £27.51 for ongoing duties (i.e. Admissions, Schools Forum, Copyright Licenses, former ESG duties) totalling £0.953m.
- 6.3 The DSG operational guidance for 2020-21 requires the LA to formally request Schools Forum approval for the central retention of the following:
- £0.226m to support the School Admissions service
 - £0.005m to support the costs of the Schools Forum
 - £0.546m to support elements of the Councils Centrally retained duties (formally the retained duties element of the ESG)
- 6.4 National Copyright School Licenses are also funded from this block and the amount for 2019/20 is £0.176m.

7. RECOMMENDATIONS

- 7.1 As set out at the front of the report.

APPENDIX A



Education & Skills
Funding Agency

Education and Skills Funding Agency
Earlsdon Park
53-55 Butts Road
Coventry
CV1 3BH

Tel: 0370 000 2288

www.education.gov.uk/efa-enquiry-form

15 January, 2020

By email: christine.mullins@tameside.gov.uk

Dear Christine

Request to disapply the Finance Regulations

Thank you for your disapplication request to move 1% from your schools block to your high needs block.

After consideration of your application and supporting evidence along with the increased high needs funding for 2020 to 2021, which in Tameside's case is 18.37%, the Minister has not approved this request.

The Minister acknowledged the development of in-borough provision and the continuing work with neighbouring local authorities and groups. However, there has been limited evidence provided for how this 1% transfer will be used.

You can still transfer 0.5% as you have schools forum support, but we consider that the large increase in high needs funding is sufficient to cover the amount requested.

We understand this decision will come as a disappointment to you. If you, or other interested parties in your area, require further information please contact us at LA.Disapplications@education.gov.uk.

Yours sincerely

Keith Howkins,
Head of the Funding Policy Implementation Unit

APPENDIX B

Rates for the Mainstream Funding Formula	Rates for Primary Sector 2020-21 £	Rates for Secondary Sector 2020-21 £
Basic Entitlement (AWPU)		
Primary	2,857.00	
Secondary - KS3		4,018.00
Secondary - KS4		4,561.00
Deprivation		
FSM	450.00	450.00
FSM6	560.00	815.00
IDACI band F: Primary	210.00	300.00
IDACI band E: Primary	250.00	405.00
IDACI band D Primary	375.00	535.00
IDACI band C: Primary	405.00	580.00
IDACI band B: Primary	435.00	625.00
IDACI band A: Primary	600.00	840.00
English as an Additional Language (EAL)	535.00	1,440.00
Low Prior Attainment	1,065.00	1,610.00
Mobility	875.00	1,250.00
Lump Sum	114,400.00	114,400.00

APPENDIX C

TAMESIDE MBC SCHOOLS AND ACADEMY PUPIL GROWTH CRITERIA

Growth funding at Tameside is provided to support mainstream Schools and Academies schools with significant in year pupil growth. In order for a school to receive growth funding there must be prior approval with the Local Authority (LA), funding will be provided to Schools that agreed the additional intake with the Local Authority in advance. If schools choose to admit additional pupils without agreement with the Local Authority they will not be eligible to access this funding, the rationale for this is that the Schools concerned are helping to address a Borough wide demand for places coordinated through the LA

The growth fund can only be used to:

- Support planned growth in pre-16 pupil numbers to meet basic need whether this is a continued growth in numbers or a one off bulge class.
- Support additional classes needed to meet the infant class size regulation;
- Meet the cost of new schools – This includes growing schools that have opened in the last 7 years and don't yet have pupils in every year group; and diseconomies funding for new schools that will incur additional start up and diseconomy of scale costs.

Explicit Growth

Growth will be funded on AWPU rates for mainstream Maintained and Academy schools in line with the Tameside rates agreed at Schools Forum. This will be a different rate in primary schools and secondary schools. Both one off bulge classes and planned continued growth classes will be funded using the same principles. The allocation to schools will be based on the increase in capacity adjusted for actual September intake numbers multiplied by 7/12th of the Basic Amount per Pupil (to cover September to March). Actual numbers will be taken from the October census.

Where a school has agreed planned growth there should be a minimum of 5 or more pupils before growth funding is allocated, but a minimum level of funding of 15 pupils will be funded to ensure that the school does not face financial difficulty. Funding will be capped at 30 pupils.

There are two schools in receipt of historic growth funding for a one off bulge class where, as agreed at Schools Forum in June 2019, these two schools will continue to receive £32,640 as per the historic criteria until the class affected passes through the school, the historic arrangement is as follows:

Historic Arrangement – Explicit Growth

Schools that agreed to take a one year only Bulge class of 30 children within the last 7 years, where the Bulge class concerned has less than 20 children on roll. This would only apply to Schools that agreed to take the bulge class with the Council in advance and where there is only one Bulge class in the School meaning it was not possible to combine classes across year groups. This would not apply where Schools have chosen to admit additional children without agreement with the Council. The rationale for this is that the Schools concerned are helping to address an area wide demand for places coordinated through the Council.

Implicit Growth

Implicit Growth is the funding method that is applied for new and growing schools. This requires the LA to adjust pupil numbers when calculating the funding for the expected September intake.

Diseconomies Funding (Maintained Schools Only)

This funding is specifically for newly established schools whose costs cannot be met through the normal schools block funding due to not having every year group open. The diseconomies funding provides funding in two elements as the school grows: Non-staffing Resources and a Leadership Grant. These titles reflect the basis on which the funding is calculated, but the grant can be spent on any legitimate purpose of the school.

Non-staffing Resources – This is paid each year that the school builds up to capacity for each new pupil expected to be on roll and is not revisited to reflect actual pupil numbers and is taken from the admissions data. It is paid at the following rates:

- £250 for each new mainstream pupil in the primary phase (year’s R - 6)
- £500 for each new mainstream pupil in the secondary & 16 to 19 phases (years 7 - 13)

Leadership Grant - is paid annually based on the number of year groups that the school will ultimately have that do not yet have pupils. The amount paid to mainstream schools with pupils aged 5 to 15 each year depends on how many year groups (cohorts) are empty, and is set out in the table below.

Empty Years	6+	5	4	3	2	1	Max
Primary	£80,500	£67,500	£54,000	£40,500	£27,000	£13,500	£283,000
Secondary			£125,000	£93,500	£62,500	£31,000	£312,000
All through	£125,000	£93,500	£62,500	£54,000	£40,500	£27,000	£402,500

Secondary and all through funding is regardless of whether the school plans to have a sixth form

APPENDIX D

Special School Top Up Rates

Banding	Description	Severity	Allocation £
PMLD-1	Profound and Multiple Learning Difficulties Level 1	1	12,754
PMLD-2	Profound and Multiple Learning Difficulties Level 2	2	19,131
PMLD-3	Profound and Multiple Learning Difficulties Level 3	3	32,753
ASC-1	Autism Spectrum Condition Level 1	1	11,479
ASC-2	Autism Spectrum Condition Level 2	2	17,218
ASC-3	Autism Spectrum Condition Level 3	3	31,477
SLD-1	Severe Learning Difficulties Level 1	1	10,203
SLD-2	Severe Learning Difficulties Level 2	2	15,305
BESD-1	Behavioural, Emotional and Social Difficulties Level 1	1	9,566
BESD-2	Behavioural, Emotional and Social Difficulties Level 2	2	14,348
MLD-1	Moderate Learning Difficulties Level 1	1	5,102
MLD-2	Moderate Learning Difficulties Level 2	1	7,652

Summarised Banding Descriptions

PMLD- Profound and Multiple Learning Difficulties

Level 1

The pupil has PMLD and requires 1-1 support for their personal care and support for accessing learning. A multi-disciplinary plan is required to ensure all the pupils needs are met.

Level 2

Due to complexity of needs e.g. blind, deaf, severe epilepsy, personal care needs the pupil may require 2-1 support for some of the day.

Level 3

Needs greater than Level 2

ASC- Autism Spectrum Condition

Level 1

The pupil has been diagnosed with ASC. The environment is resourced to meet need. A plan around the child is used to ensure strategies and approaches are consistent at school and at home. External agencies offer guidance on strategies to be implemented.

Level 2

The pupil has additional needs that may warrant individual support for some of the day e.g. challenging/high risk behaviour, medical needs.

Level 3

Needs greater than Level 2

SLD- Severe Learning Difficulties

Level 1

The pupil has been identified as having SLD. The environment is resourced to facilitate effective communication. There is also support to develop the pupils attention and concentration skills throughout the school day. External agencies offer advice and frequent input to the teacher, teaching assistance and parents.

Level 2

The pupil has additional needs that may warrant individual support for some of the day e.g. specific care needs- tube feeding, medical needs- epilepsy and challenging/ high risk behaviour.

BESD- Behavioural, Emotional and Social Difficulties

Level 1:

The pupil has been identified as having BESD that are impacting on their ability to learn. They may also have an additional need e.g. MLD, speech and language needs.

Level 2:

The pupil has been identified as having BESD. There is evidence that the need is long term and that a multi-agency approach is required.

MLD - Moderate Learning Difficulties

Level 1:

The pupil has been identified as having MLD and may require support from an external agency eg speech and language therapist.

Level 2:

The pupil has been identified as having MLD, a secondary category has also been recognised e.g. Specific language difficulty, behavioural difficulties, hearing impairment, visual impairment, physical difficulties or motor impairment.

APPENDIX E

High Needs Top Rates - Mainstream

Band	Equivalent TA Hours from Assessment	Funding Allocation £	Equivalent TA Hours Being Funded @ £439.12
##	1-14	0	0.0
1	14.1-17	1,317	3.0
2	17.1-20	2,635	6.0
3	20.1-24	4,391	10.0
4	24 +	6,587	15.0

- Assessments of equivalent Teaching Assistant Hours of less than 14 hours do not attract top up funding as these should be funded from schools Notional SEN.

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Agenda Item 7

Report to:	SCHOOLS' FORUM
Date:	11 February 2020
Reporting Officer:	Tim Bowman – Assistant Director of Education Tom Wilkinson – Assistant Director of finance
Subject:	INSURANCE FOR SCHOOLS
Report Summary:	To present the Government consultation response in relation to Extending the Academies Risk Protection Arrangement (RPA) to the Local Authority Maintained Schools sector.
Recommendations:	The Schools Forum agrees to opt in all maintained primary and secondary schools to the RPA en masse. On the basis that further clarification is obtained regarding PFI schools and that Church Schools will need the written approval from their trustees.
Corporate Plan:	Education significantly supports the Starting Well agenda to provide the very best start in life where children are ready to learn and encouraged to thrive and develop, and supports Aspiration and Hope through learning and moving with confidence from childhood to adulthood.
Policy Implications:	In line with financial policies and financial regulations
Financial Implications: (Authorised by the statutory Section 151 Officer & Chief Finance Officer)	The Insurance charges to schools for 2019/20 totalled £852k, whilst the cost of RPA based on the 2019/20 data and rate of £18 per pupil would be in the region of £353k, generating a saving across the school estate of approximately £500k. As a result of a move to RPA there will be a £5k loss of income from schools to the Council's Insurance Team that will be absorbed following a review of the service.
Legal Implications: (Authorised by the Borough Solicitor)	The Schools Forum in considering the proposal will need to ensure that the RPA provision is comparable and meets the insurance needs of member schools. Whilst the costs savings are attractive, account will need to be taken of the cost of Engineering Inspections and clarity provided as to the individual school's responsibility for organising and paying for inspections. Further account will need to be taken of the membership rules which are detailed at Appendices B and C and the consequences of a failure to comply. THERE IS A SIGNIFICANT RISK CARRIED BY THE SCHOOL AND INDIVIDUALS IF THE OBLIGATIONS ARE NOT COMPLIED WITH AND THE SCHOOL IS IN EFFECT LEFT UNINSURED.
Risk Management:	The RPA scheme is not an insurance scheme but a mechanism through which the cost of risks will be covered by government funds. The risk to the LA is that the scheme does not cover all claims and these fall back to the Council.
Access to Information:	NON-CONFIDENTIAL This report does not contain information which warrants its consideration in the absence of the Press or members of the public.

Background Information: The background papers relating to this report can be inspected by contacting Wendy Poole, Head of Risk Management and Audit Services



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1. INTRODUCTION

- 1.1 The Department for Education has been considering extending the Academies Risk Protection Arrangement (RPA) currently operational for academy trusts (ATs) to the local authority maintained schools (LAMS) sector in England, so that the sector can benefit from financial savings such as ATs have attained through membership of the RPA.
- 1.2 The consultation ran from 9 September 2019 to 4 November 2019.
- 1.3 In total there were 148 responses to the consultation and the breakdown is as follows:-

Respondent Type	Number of Responses	Percentage
Governor	14	9%
Headteacher/ Principal Teacher	7	5%
Industry Expert	4	3%
Insurance Company Employee	2	1%
Local Authority Finance Officer	34	23%
Local Authority Insurance Manager	33	22%
Not Answered	1	1%
Other – Please provide role details	9	6%
Parent	3	2%
School Business Professional	41	28%
Grand Total	148	100%

2. SUMMARY OF FINDINGS

- 2.1 The headline findings can be summarised as follow:-
- 55% of respondents to the consultation supported the proposed extension of the RPA cover to Local Authority Managed Schools (LAMS). They suggested that their current commercial insurance was potentially not cost effective and they could save money if the RPA was extended to LAMS.
 - 25% of respondents disagreed with the proposal and suggested that the current commercial market worked well and they did not consider it was necessary to extend RPA to LAMS.
 - 20% of respondents were unsure and noted that they would need further information before reaching a decision.
- 2.2 The cumulative response from the LAMS related sector (School Business Professionals, Headteachers / Principal Teacher, Governors and parents) was strongly positive, with 83% agreeing to the extension of the RPA to LAMS, from April 2020.
- 2.3 In response to the consultation the Government have concluded that:-
After careful consideration of the responses and measuring the pros and cons of the proposal, Ministerial approval has been given and changes to the School and Early Years Finance regulations have been put in train to allow for the RPA to operate for LAMS from 1 April 2020.
- 2.4 The detailed report is attached at **Appendix A**.

3. CURRENT RPA OPERATION

- 3.1 The RPA is not an insurance scheme but is a mechanism through which the cost of risks will be covered by government funds, effectively the government insuring itself. It is a voluntary arrangement currently available to all ATs and multi-academy trusts (MATs),

including free schools, 16-19 academies, schools designated with a religious character that are academies, special academies, alternative provision academies, UTCs, studio and PFI schools.

- 3.2 Since it was launched in September 2014, over 6,100 academies have joined.
- 3.3 The document states that the coverage of risk by the RPA is commensurate with that offered by commercial insurers. Schools have to comply with the membership rules which are detailed at **Appendices B and C**.
- 3.4 The RPA provides extensive free risk management support services to members through third party risk management advisory company Willis Towers Watson. However, whilst the service is free any requirements arising from risk management advice/reviews will fall on the schools budget.
- 3.5 Claims are handled by a third party administrator (TPA) TopMark Claims Management Limited.

4. MEMBERSHIP

- 4.1 There are several options available for schools to become members of the RPA:-
 - A LA could opt in all maintained primary and/or secondary schools to the RPA en masse on the vote of the Schools Forum.
 - Individual governing bodies of schools may also decide to join the RPA if they are free to procure their own insurance
 - The governing bodies of LAMS are able to opt out of LA arrangements, however where a school is tied into a Long Term Agreement (LTA) negotiated by the LA, they may be obliged to wait until it expires or can negotiate an early release.
- 4.2 There are a number of membership issues:-
 - Church academies are only permitted to join the RPA if they have written approval from their trustees and this would apply to Church LAMS.
 - It is acknowledged that in most maintained schools the LA will retain ownership of the school property and the associated liabilities relating to providing an education service, staff employment and property maintenance and will need to be satisfied with the overall risk cover that a school has in place.
 - PFI schools will need to be reviewed as the document states that for PFI schools who pay for premises/Building insurance via the PFI Unitary Charge, it is unlikely that they would benefit from joining the RPA. Under the current arrangements for academies, MATs are allowed to leave them out and this would need to apply to LA PFI schools to.
 - The RPA does not cover statutory inspections, often known as engineering inspections, which must be carried out by law. Statutory inspections can be procured through a PSBO, an insurer or body with authorisation to carry out these inspections. Some schools already procure these services outside of the LA's arrangements.
- 4.3 RPA is offered on a voluntary opt in basis from 1 April 2020 with no penalties for not joining. It is open to any LA maintained primary or secondary schools not contractually committed to another arrangement; and also open for LAs to join up all their schools after securing approval from the schools forum.

5. COSTS

- 5.1 The cost of RPA for academies for 2019/20 was £18 per pupil and it is proposed that LAMS would pay the same amount.
- 5.2 It is intended that the Schools and Early Years Finance (England) Regulations for the funding period 2020/21 will provide LAs with a duty to deduct the membership fees from the budget shares of all schools joining the RPA.
- 5.3 The Insurance Charges recharged to schools by the LA to date have included:-
- Premiums;
 - Contribution to the Internal Insurance Funds for property (£100K) and combined liability (£300k);
 - Claims Handling; and
 - Risk Management and Insurance Team Fee.
- 5.4 Table 1 below provides an example of the price comparison.

Table 1 – Price Comparison

School	Insurance Charge 2019/20	Pupil Numbers	RPA Charge at 2019/20 rate	Saving to School
Canon Burrows C of E – Ashton	19,925	455	8,190	11,735
The Heys - Ashton	13,513	261	4,698	8,815
St Stephen's C of E - Audenshaw	9,437	211	3,798	5,639
St Anne's - Denton	8,933	213	3,834	5,099
Ravensfield – Dukinfield	23,564	459	8,262	15,302
St Paul's C of E – Hyde	5,312	237	4,266	1,046
Mottram C of E – Longdendale	6,668	138	2,484	4,184
Buckton Vale – Stalybridge	11,823	304	5,472	6,351
Mossley Hollins (PFI) – Mossley *	34,705	804	14,472	20,233
Denton Community College (PFI) – Denton *	47,522	1,281	23,058	24,464
Cromwell High - Dukinfield	16,378	72	1,296	15,082

* Building insured by PFI Provider

- 5.5 **Appendix D** details the 2019/20 LA Recharges compared to the RPA Charge for 2019/20 at £18 per pupil.

6. CONCLUSION

- 6.1 As the RPA charge is based on pupil numbers only, the charges from the LA based on commercial insurance are not competitive.
- 6.2 The LA is currently out to tender for its insurance portfolio with new arrangements commencing from 1 April 2020 therefore schools are not restricted by any LA Long Term Agreements at the current time.
- 6.3 PFI schools will need to be reviewed and the best option determined for them going forward, as the guidance is not clear and therefore clarification will be needed.
- 6.4 Statutory inspections will need to be reviewed as the Engineering Inspections have not been charged back to schools in previous years. Some schools currently arrange their own and the LA's expectation would be that these services are procured by schools.

6.5 The report was published on 21 January and we have yet to see if there is any response from the insurance sector.

7. RECOMMENDATIONS

7.1 As set out at the front of the report.



Department
for Education

Extending the academies risk protection arrangement to local authority maintained schools sector

Government consultation response

January 2020

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Introduction

The Department has been considering extending the Academies risk protection arrangement (RPA) currently operational for academy trusts (ATs) to the local authority maintained schools (LAMS) sector in England, so that the sector can benefit from financial savings such as ATs have attained through membership of the RPA. For clarification, academies are the educational institutions maintained and run by ATs.

The public consultation exercise sought views on extending the RPA to LAMS provision and allowed respondents to express comments, views or concerns.

Who this was for

The following stakeholders were identified and consulted on the proposed changes, however this was a public consultation and respondents were not limited to those listed below.

- Local Authorities (LA) in England
- Governing bodies of LA maintained schools in England
- Academy trusts
- Church and other foundation and trust bodies
- The insurance industry and suppliers of insurance services including relevant insurance trade bodies and associations

Consultation period

The consultation took place from 9 September 2019 to 4 November 2019. It was conducted online using the government's consultation software, or alternatively, respondents were able to email or send a response form.

About the consultation

Summary

The Department proposes to extend the risk protection arrangement (RPA) currently operational for academies to the LAMS sector.

Context

The Department commenced the RPA for academies on 1 September 2014, on an opt-in basis, as an alternative to commercial insurance.

The RPA project was initiated in order to help reduce the cost to the public purse of protecting academies against risk. In 2014 the average cost of commercial insurance for academies was £49.93 per pupil. The RPA launched in September 2014 at a cost of £25 per pupil. In the light of claims experience to date, the RPA has been able to reduce its cost to £18 per pupil in 2019/20.

We are now looking at the potential to extend the RPA to the LAMS sector in England in order to help reduce the cost of protecting them from risk.

This document summarises our proposals for change, the consultation responses to those changes, and then sets out what Ministers have decided to do.

Proposed introduction of RPA to LAMS

- We proposed in the consultation document that in principle the coverage of the LAMS arrangement and the cost per pupil should be the same as for academies, since we believe the risks faced by LAMS are similar to those faced by ATs. As in the academy arrangement, cost for special schools and alternative provision (pupil referral units) would be expressed per place rather than per pupil.
- We proposed that it should also be possible for all primary and/or secondary maintained schools in an LA to join collectively by agreeing through the Schools Forum to de-delegate funding, as they currently can for purposes including insurance. In that case we proposed the LA would apply for membership en masse on behalf of the schools, though LAMS would become individual members and make individual claims. In order to facilitate that we intended to add the RPA to the current paragraph in Part 6 of Schedule 2 to the Schools and Early Years Finance Regulations that allows schools to de-delegate funding from their budget share for insurance.

- Subject to the outcome of the consultation, the proposed extension of the RPA to the LAMS sector would become effective from 1 April 2020. A new set of Membership Rules would be created for LAMS.

Summary of responses received

This section sets out the views that we received in response to the consultation “Extending the risk protection arrangement to LA schools”.

In total there were 148 responses to the consultation.

Table A – Types of respondents

Respondent Type	Number of responses	Percentage
Governor	14	9%
Headteacher/ Principal Teacher	7	5%
Industry Expert	4	3%
Insurance Company Employee	2	1%
Local Authority Finance Officer	34	23%
Local Authority Insurance Manager	33	22%
Not Answered	1	1%
Other – Please provide role details	9	6%
Parent	3	2%
School Business Professional	41	28%
Grand Total	148	100%

A full list of the organisations that have responded can be found at Annex A.

Some respondents chose only to answer a subset of the questions that were posed. Throughout the report, the number of responses for each question is given and the percentages are expressed as a proportion of those answering each question, not as a proportion of all responses.

Summary of main findings from the consultation

55% of respondents to the consultation supported the proposed extension of the RPA cover to LAMS. They suggested that their current commercial insurance was potentially not cost effective and they could save money if the RPA was extended to LAMS.

25% of respondents disagreed with the proposal and suggested that the current commercial market worked well and they did not consider it was necessary to extend RPA to LAMS.

20% of respondents were unsure and noted that they would need further information before reaching a decision.

The cumulative response from the LAMS related sector¹ was strongly positive, with 83% agreeing to the extension of the RPA to LAMS, from April 2020.

A more detailed analysis of responses to each question follows.

¹ Combined responses from School Business Professionals, Headteachers / Principal Teacher, Governors and parents.

Question analysis

Questions 1 – 8 gathered basic details about the respondent such as name, organisation and role, which we used to populate Table A on page 5, above. The full consultation questions document can be found at Annex B.

Question 9

Does the proposed RPA cover of Local Authority Maintained Schools impact you or your organisation directly or indirectly? Please let us know what the impact would be, and if this would cause any concerns or issues?

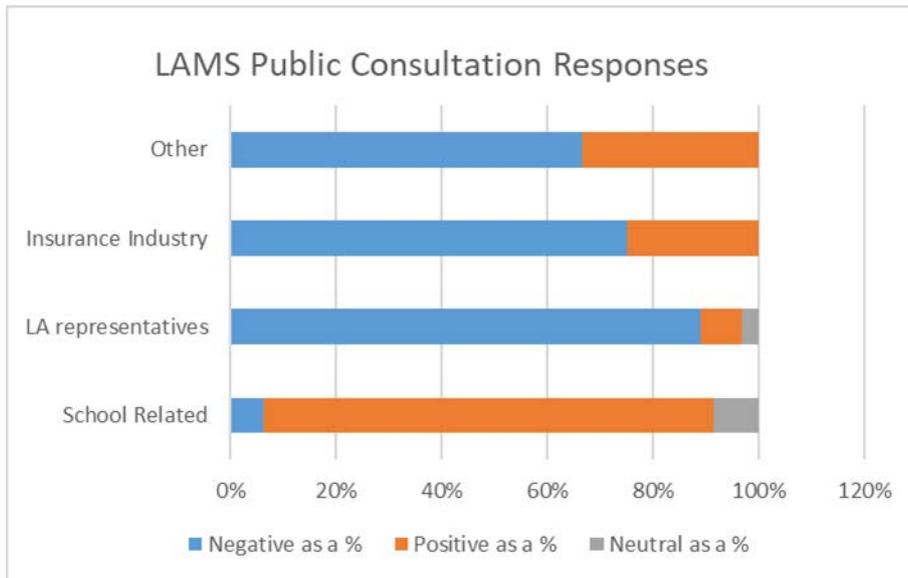
There were 147 responses to this question, however there were a number of respondents who answered yes to this question and offered no comments, so we are unable to describe the potential impacts. There were also a number of responses where comments were received but the impact was unclear.

Respondent Type	Negative	Positive	Neutral
Governor	0	8	1
Headteacher/ Principal Teacher	1	3	1
Industry Expert	2	1	0
Insurance Company Employee	1	0	0
Local Authority Finance Officer	27	4	0
Local Authority Insurance Manager	30	1	2
Other – Please provide role details	4	2	0
Parent	0	2	0
School Business Professional	2	27	2
Grand Total	67	48	6

Responses were analysed by respondent category: **Schools Related** represents the schools sector and comprises School Business Professionals, Headteachers / Principal Teacher, Governors and parents; **LA representatives** include Local Authority Insurance Managers and Finance Officers and **Insurance Industry** includes Industry Experts and Insurance Company Employee.

Respondent Category	Negative as a %	Positive as a %	Neutral as a %
School Related	6%	85%	9%
LA representatives	89%	8%	3%
Insurance Industry	75%	25%	0%

Other	67%	33%	0%
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The information below is in relation to the 121 respondents who provided comments.

55% of respondents suggested that there would be a negative impact on them or their organisation. 40% said that the impact would be positive and there were a number of comments, 5%, where the impact was considered neutral even though comments had been provided.

However, of the 55% who suggested there would be a negative impact on them or their organisation, almost a quarter also supported the extension of the RPA.

When comparing the responses received by the respondent category, it reveals an overwhelmingly positive response of 85% from the school sector community itself. This is distinctly opposite to the view of the LA representatives and the insurance industry, which viewed the impact of extending the RPA as negative, at 89% and 75% respectively.

Specific recurring themes that arose from the 121 responses to question 9, are as follows:

- 26% of respondents suggested that the introduction of the RPA to LAMS had the potential to save money. Some respondents provided examples relating to their current insurance costs, noting the savings they could make if the scheme was introduced. They suggested it would provide schools with a cost effective alternative to insurance and a commercial bartering tool with private providers.

- 14% of respondents also suggested that reducing the cost of insurance would mean that the savings realised could be reallocated to teaching and learning, leading to positive impacts on student outcomes.
- 14% of respondents suggested that they would need further information before they could make a decision on potential impact. They suggested that they would need to undertake a full comparison of covers before they could decide, including how the RPA would compare to their current arrangement, in terms of items such as coverage and the claims process.
- 45% suggested that the introduction of the RPA to LAMS would weaken their own in-house insurance schemes through loss of economies of scale and a reduction to the diversification of their assets, where the removal of low risk schools may impact on the remaining high risk areas. There was also some concern that there may be job losses in LA teams who deal with insurance for maintained schools.
- 33% of respondents said that if the RPA was introduced and schools left LA provision then the remaining insurance would potentially be more costly: they suggested there are economies of scale in the pricing of LA insurances. There were also concerns that removing schools from the LA insurance arrangements could impact the ability of the LA to spread the cost of risks.

The following comment was also submitted by a number of respondents:

“Whilst the Council's spend on property insurance will reduce when schools are removed from our insurance portfolio, it is highly unlikely that spend on the public liability premium will reduce. This is because highways, children's services and social care are the main areas of risk and premiums reflect this. As a result, we will have to meet a greater share of the cost of premiums as there will be a smaller base to share this cost. This will mean the cost to other Council services is likely to increase.”

- 28% of respondents noted that they currently received good risk management processes and policies with their current providers, with regular audits and some provision of training of staff. Some respondents suggested that the RPA appeared to offer little or no risk management support and asked how the RPA would incentivise schools to improve their risks.
- 25% of respondents indicated that the LA would still retain some obligations if a school joined the RPA. They noted that accountability and the duty to educate remained with the LA and that the LA retained ownership of school property and associated liabilities relating to providing an education service. Some respondents suggested that the RPA did not cover all risks that a school was required to insure against. LAs noted that they would have to have a process in place to check that the

buildings they owned were adequately insured as there could be an increased chance that some schools could potentially fail to arrange all the required insurances and the LA and the School could be exposed to uninsured losses. It was also noted that some schools were used for out of hours activities and non-educational purposes e.g. polling stations and questioned whether the RPA covered these uses.

- 25% of respondents suggested that additional covers, such as motor vehicle and engineering were needed as they were currently provided with these by their current insurance. Respondents also noted that they would like works in progress and travel insurance included in the scheme, despite these being already provided by the RPA. Other respondents suggested that the £250,000 works in progress limit was not sufficient.
- 25% of respondents suggested that the local knowledge and information insurance companies had built up was invaluable. Respondents noted that LAs had close working relationships with their maintained schools and the proposed introduction of the RPA could potentially remove the local knowledge and face to face relationship often needed to deliver specific insurance issues. They also suggested that a personal service where they dealt with queries on behalf of schools limited the amount of time/involvement needed by school staff.
- 22% of respondents noted that their current insurance supplier had a well-established and effective help and advice structure and questioned whether this was replicated in the RPA provision. Respondents said that LA insurance teams had local knowledge, experience, skill, contacts and an interest in dealing with school claims. They noted that many schools relied on them as they did not employ insurance personnel themselves and queried if the RPA would provide this.
- 16% of respondents commented on current RPA processes or rules noting that;
 - The proposed level of cover in places does not replicate those currently offered.
 - There would be an additional requirement for schools to raise and manage any insurance claims themselves.
 - Support would still be required from schools who joined the RPA to gain cover for motor, works in progress and engineering and it is unclear how this would be funded, premium and arrangement wise.
 - The specific nature of some schools means that the governing body makes a capital contribution of 10%. It is important that the scheme is suitably amended to reflect the different position of VA schools compared to other maintained schools.
 - It is noted in the proposal that there will need to be an adjustment in the wording to reflect that the LA owns the premises and employs the staff. There is, however, no acknowledgement that in Catholic VA schools the

diocese/religious order owns the land and the governing body is the employer of the staff.

- 12% of respondents suggested that while the majority of insurance policies tended to be annual, many LAs negotiate Long Term Agreements (LTAs) to avoid annual tendering and also usually receive a discount. It was noted that although individual schools still had the option to opt out of existing LA insurance arrangements, the removal of an entire school portfolio could have an impact on an LTA, potentially to the financial detriment of the LA which could be in breach of the agreement.
- 12% of respondents suggested that under the RPA proposals, LAs would potentially lose control of funding and decision making in schools to central, rather than local government, in the event of a major loss or problem arising.
- 10% of respondents noted that they would need additional information concerning the RPA to compare the levels of cover provided by their current supplier, before they could make a decision.
- 6% of respondents questioned how much consideration the Department had given to legacy claims and questioned if the LA would be left to respond to any legacy claims such as historic abuse, dyslexia and industrial disease (e.g. mesothelioma) without any ongoing contribution to the Insurance Fund from LAMS.

Question 10

In principle, do you or your organisation support the proposed extension of RPA cover to Local Authority Maintained Schools?

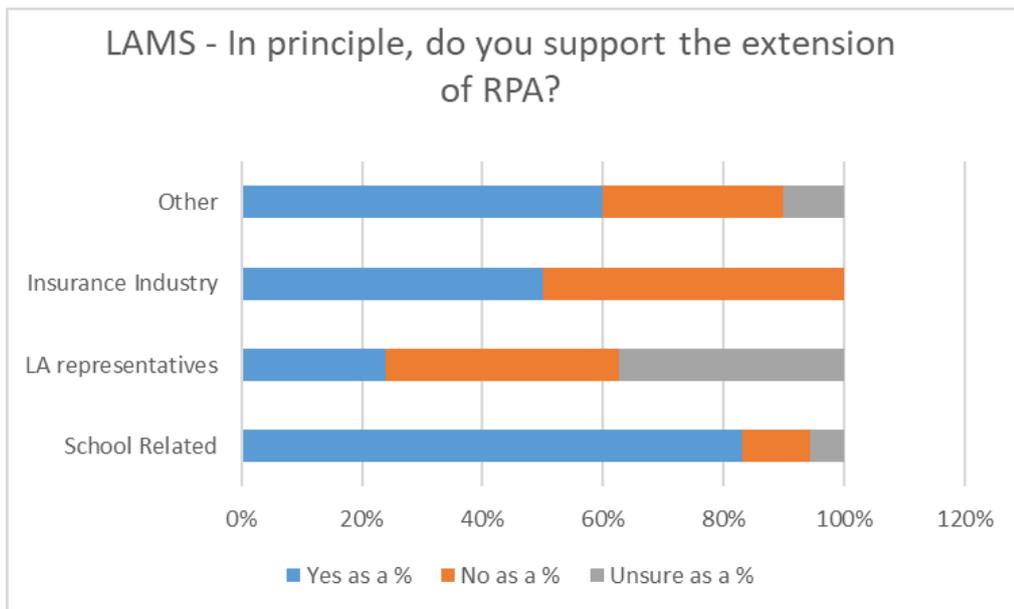
There were 148 responses to this question		
Options	Responses	
Yes	81	55%
No	37	25%
Unsure	30	20%

Respondent Type	Yes	No	Unsure
Governor	9	4	1
Headteacher/ Principal Teacher	5	1	1
Industry Expert	2	2	0
Insurance Company Employee	1	1	0
Local Authority Finance Officer	6	14	14
Local Authority Insurance Manager	10	12	11
Other	6	2	1
Not Answered	0	1	0
Parent	3	0	0
School Business Professional	39	0	2
Grand Total	81	37	30

There were a total of 148 responses to this question.

Responses were analysed by respondent category: **Schools Related** represents the schools sector and comprises School Business Professionals, Headteachers / Principal Teacher, Governors and parents; **LA representatives** include Local Authority Insurance Managers and Finance Officers and **Insurance Industry** includes Industry Experts and Insurance Company Employee.

Respondent Category	Yes as a %	No as a %	Unsure as a %
School Related	83%	11%	6%
LA representatives	24%	39%	37%
Insurance Industry	50%	50%	0%
Other	60%	30%	10%



The majority of respondents (55%) agreed with the proposed extension of the RPA cover to LA maintained schools.

When comparing the responses received by the respondent category, it reveals a strongly positive response from the school sector of 83%. The LA representatives' response was more mixed with 24% in favour of the introduction of the RPA and 39% against. The insurance industry representatives were split 50/50 on the proposal to extend the RPA.

Specific reoccurring themes that arose from the 148 responses to question 10, are as follows:

- 16% of respondents reiterated that the introduction of the RPA to LAMS would save them money by significantly reducing the cost of their insurance. It was suggested by one respondent that the money they could potentially save would be commensurate to the cost of a newly qualified teacher.
- 16% of respondents suggested that they strongly supported the introduction of the RPA as it redressed an unfair difference between academies and maintained schools.
- 25% of respondents disagreed with the proposed extension of the RPA cover to LA maintained schools.
- 18% of respondents indicated that they would need additional information concerning the RPA to compare the levels of cover provided by their current supplier, before they could make a decision on the validity of introducing the scheme. It was also noted that there was a concern that the RPA was still a relatively immature scheme and the information available on performance

measures was largely unknown. There was also concern noted about the resilience of the scheme and its sustainability in the event of sustained large scale liability or property losses.

- 14% of respondents said that their current LA insurance scheme works well. LAs had close relationship with schools giving risk advice and policy cover guidance and support when claims occurred. Respondents believed that their current insurance regime had developed through a longstanding relationship with insurers, meaning that both schools and LAs had confidence in the insurers' ability to meet their needs. 5% also commented that they a good working relationship with their LA.
- 9% of respondents said that the cover offered by the RPA would need to be similar to or better than the cover they already had.
- 9% of respondents asked if the RPA was legally obliged to pay out on claims. There were a number of similar comments, which suggested "the RPA, like a discretionary mutual, was not contractually obliged to pay out on claims or replace like for like in the event of a claim".
- 9% of respondents suggested risk management was an issue they were concerned about. They said that their LA undertook school surveys to help identify risks, and made recommendations for improvement. They believed that the RPA did not undertake risk surveys or audits and had no way of ensuring standards were maintained or risks improved.

Question 11

Have you any comments on what adjustments you think would be needed to the rules of the RPA to cover the circumstances of Local Authority Maintained Schools?

There were 148 responses to this question		
Options	Responses	
Yes	70	47%
No	72	49%
Not answered	6	4%

44% of respondents did not offer any comments for this question, and of those who did there were few comments on the adjustments needed to the rules.

16% of respondents suggested that additional covers were needed. Those respondents who realised that works in progress cover was included in the RPA suggested that the limit would need to be raised, while those who were not aware suggested that works in progress cover would need to be added. Respondents also noted that their current cover included motor insurance and engineering inspection arrangements to meet statutory requirements. Some LA respondents suggested that motor and engineering cover would not be available in isolation.

16% of respondents said that they would need more information asking;

- Will there be a lower rate for PFI Schools who pay for Premises/Building Insurance via the PFI Unitary Charge?
- How can LA schools have a direct insurance relationship with DfE?
- Will the RPA cover the use of the school for non-educational uses such as hire, community events and polling stations?
- Is the proposal that individual governing bodies of LAMS can agree to join the RPA individually or is it only collectively via a vote process through the Schools Forum?
- There will need to be clarity in respect of the RPA that recognises the potential differences in liability arising from differences in status, particularly voluntary aided and community schools. In the case of voluntary aided schools, the governing body is deemed to be the employer whereas, in the case of community schools the LA is deemed to be the employer. Similarly, in the case of premises, the LA owns the land and premises of community schools whereas ownership of VA schools is usually with the church authorities. How will the RPA deal with this?
- Presently the rules are amended for church academies in the following ways: The rules apply where the trustees of a church organisation allow an academy to occupy their property. Under the rules those trustees:

- 1) Are covered for losses and liabilities they may incur through the school occupying the property
- 2) Can make claims on behalf of the occupier for those losses and liabilities
- 3) Can have those claims paid directly to them; and
- 4) Can use the complaints and arbitration procedures about those claims.

It was felt unclear if the expectation was that these rules would be implemented for Church VA schools as they stood or if they were to be modified.

- It was noted that Catholic Academies are only permitted to join the RPA if they have received approval in writing from the Trustees. Respondents asked if this rule would apply to Catholic LAMS schools.

17% of respondents suggested that there would not be many differences and that the rules should be similar to academies.

10% again noted that there appeared to be no incentives for schools to manage risk.

10% said that there were few if any changes needed to the rules and that the proposal appeared fair and commensurate with current arrangements for academies.

8% of respondents asked if there would be an individual choice for LAMS schools to join or if the decision is an authority wide decision taken by the Schools Forum.

Question 12

Have you any comments on the proposed arrangements for adjusting budget shares and DSG and amending the regulations in respect of the RPA?

There were 148 responses to this question		
Options	Responses	
Yes	55	37%
No	90	61%
Not answered	3	3%

The majority of respondents (61%) did not offer any comments for this question.

16% of respondents noted that they agreed with the proposals, that the proposed arrangements were sensible and straightforward and agreed the DSG reduction was the simplest method.

12% of respondents felt that the process would be complicated and noted the following:

- Not all schools would necessarily want to join the RPA and they may have different renewal dates for their existing insurance policies. Mass de-delegation would therefore probably not be practical.
- Some schools currently purchased insurance via a 'buy back' scheme which respondents suggested was straightforward to administer. They said that the proposals for adjusting budget share for individual schools or to de-delegate funding seem slightly more complicated.
- It was noted that for individual LAMS joining the RPA there was a need to minimise the administrative complexity of this option by having a clear cut-off date for opting into the scheme and perhaps also requiring a multi-year buy in to the RPA.
- It was suggested that the financial mechanism to adjust budget shares would not work for maintained special schools as de-delegation did not apply to them and their funding was not calculated via the APT. Respondents questioned how the Department proposed to deal with this.

10% of respondents noted their concern around timescales. They suggested that schools could have different renewal dates for their existing insurance policies and mass de-delegation might not be practical. Respondents also suggested that the timing of when the cost of the following year's scheme was notified was important, both to allow schools to undertake commercial comparisons and to allow Schools Forums to consult on de-delegation. It was suggested that as the de-delegation decision was aligned to financial years and not academic years, that should the RPA extension

proposal go ahead, this should be from April 2021 at the earliest i.e. LA consultation with the LAMS from October 2020, for a decision in November 2020.

Government response

Summary

The government has carefully considered the responses to the consultation and has noted the difference of view between the school related responses to the proposed extension, and those from LA representatives and from the insurance sector. The strong response from schools that they would wish to see an extension of the RPA to cover LAMS, because of the potential financial benefits, creates a strong argument that the RPA should be extended to LAMS with effect from 1 April 2020.

Whilst we note the reasons for objections from the LAs and from the insurance sector, we are more persuaded by the benefits that schools could derive by being enabled to join the RPA. This will be a voluntary scheme for LAs and their schools. Our purpose is to offer choice, reduce the cost burden and where possible widen the offering of risk protection cover. We are content that where the LA or the insurance sector offers good value for all schools, then we are happy for schools to continue with these arrangements. However, where schools consider that this is not the case, then they will now be given the opportunity to join the RPA with effect from 1 April 2020.

After careful consideration of the responses and measuring the pros and cons of the proposal, Ministerial approval has been given and changes to the School and Early Years Finance regulations have been put in train to allow for the RPA to operate for LAMS from 1 April 2020.

Once these arrangements are in place, we will continue to review market behaviours and listen to LAs to assess changes in the market or impacts on the LAs over time. We are considering carrying out a survey after a period of operation.

Response to comments

The key question asked in the public consultation was “*In principle, do you or your organisation support the proposed extension of RPA cover to Local Authority Maintained Schools?*”. Of the 148 responses, 81 were in favour of extending the RPA (55%), 37 were against (25%) and 30 were unsure (20%).

Of the school related respondents, 83% were in favour. This is a positive outcome of the public consultation which we believe reflects the importance of extending the RPA to LAMS.

Responses from the LA respondents show that although 39% were against the proposal, 24% were in favour of extending the RPA and 37% unsure.

The picture is also unclear from the insurance industry respondents, with 50% in favour and 50% against the proposal. However, we do know from their response that ABI are strongly opposed to the extension and they represent a number of commercial insurers who are active in the education sector.

In response to Q9 “*Does the proposed RPA cover of Local Authority Maintained Schools impact you or your organisation directly or indirectly?*” there was a clear distinction between the school sector and the LA / industry representatives.

The comments from the school sector demonstrated a significantly positive response with 85% of the comments detailing the benefits of the RPA to LAMS. This cohort of respondents recognised the potential savings that could be made on the procurement of risk cover, which would remain within the budget of the school to improve student outcomes. Respondents who suggested there would be a negative or neutral impact felt it would be difficult for LAs to manage the duty to educate and were concerned the LA could potentially lose control of their reinstatement and business continuity arrangements. A small number of respondents suggested their current insurance costs were less than the proposed RPA rate.

Analysis undertaken based on the 2017-18 consistent financial reporting (CFR) insurance spend figures indicated that the average annual spend per pupil in the LAMS sector was approximately £44. Compared to the current² £23.67 per pupil per year overall spend on risk cover for an RPA member an average saving of £20.33 per pupil per year is potentially achievable, reinforcing the case for the RPA to be extended into the LAMS sector. The latest analysis based on 2018-19 data published on 13 December indicates that the annual spend per pupil in the LAMS sector is now £41 per pupil. Whilst this reduces the potential average saving to £17.33 per pupil, it remains a meaningful level of savings to schools.

Conversely, comments from LA and insurance industry representatives were predominantly negative with 89% and 75% respectively detailing the perceived disadvantages of extending the RPA. Assessment of the comments from the LA Insurance Managers and Finance Officers indicate that there is widespread misunderstanding of how the RPA currently operates. Respondents that were positive about the extension of LAMS welcomed the opportunity of increased competition to the insurance market and potentially the transfer of the liability and property risk away from the authority.

In response to this, an overview of how the RPA currently operates is provided and the specific points raised are addressed below.

² Calculated from the academies accounts return data for 2017/18

Current RPA operation

The RPA is not an insurance scheme but is a mechanism through which the cost of risks will be covered by government funds. It is a voluntary arrangement currently available to all ATs and multi-academy trusts (MATs), including free schools, 16-19 academies, schools designated with a religious character that are academies, special academies, alternative provision academies, UTCs, studio and PFI schools.

Since it was launched in September 2014, over 6,100 academies have joined.

The DfE administer the arrangement, supported by external advisors and third party suppliers who provide services including claims handling and risk management.

The Government Actuary's Department (GAD) have been heavily involved with the financial provisioning of the RPA and perform two separate reviews annually, one as at 31 August and the other as at 31 March. The biannual review structure supports an appropriate level of financial governance at this stage of the RPA's development, whilst also providing DfE with the information required for horizon scanning to meet the operational requirements in the future. This review structure will continue once the RPA is extended to the LAMS.

Membership Rules - Cover

The RPA covers a wide range of risks relevant to most academies and full details are included in the membership rules. The membership rules are updated from time to time to reflect the needs of the members, with additional cover being added as it is considered appropriate. Below is a summary of the risk cover the RPA currently provides and which is intended to be provided to LAMS:

Type of risk	Description	Limit	Member Retention
Material damage	Loss or damage to buildings, contents, computers and stock owned by or the responsibility of the academy	Reinstatement value of the property	£250 (Primary Academy) £500 (all other Members) each and every loss other than subsidence (£1000)
Business interruption	Compensation for increase in cost of working, resulting from interruption or interference with the business following a material damage loss	£10,000,000 any one loss	£250 (Primary Academy) £500 (all other Members)

Type of risk	Description	Limit	Member Retention
Employers liability	All sums the academy may become legally liable to pay (including claimants' costs and expenses) following death, injury or disease sustained by Employees and arising out of and in the course of their employment by the academy	Unlimited	Nil
Third party liability	For all sums the academy may become legally liable to pay (including claimants' costs and expenses) as damages in respect of accidental third party injury or third party property damage	Unlimited	Nil
Governors' liability	Governors' liability expense	£10,000,000 any one loss and any one membership year	Nil
Professional indemnity	Actual or alleged breach of professional duty	Unlimited	£1,000 each and every loss
Employee and third party dishonesty	Direct pecuniary loss due to the dishonesty of academy Employees and/or theft of money by computer fraud	£500,000 any one loss and any one membership year	£250 (Primary Academy) £500 (all other Members) each and every loss
Money	Loss of money whilst in transit or elsewhere	Various, including cash on premises or in transit £5,000	£50 (Primary Academy) £100 (all other Members) each and every loss
Personal accident	Compensation for accidental bodily injury to Employees, governors, trustees,	Death and capital benefits £100,000	Nil

Type of risk	Description	Limit	Member Retention
	volunteers and pupils of the academy whilst on the business of the academy in the UK		
United Kingdom travel	Compensation for travel related costs including loss of baggage, cancellation, curtailment, rearrangement and change of itinerary	Baggage and money £2,000 per person. Cancellation £1,000 per person	Nil
Overseas Travel (including winter sports) and Personal Accident	Compensation for travel related costs outside of the UK including medical expenses, loss of baggage, cancellation, curtailment, rearrangement and change of itinerary Compensation for accidental bodily injury to Employees, governors, trustees, volunteers and pupils of the academy whilst on the business of the academy outside of the UK	Medical expenses £10,000,000 per person Baggage £2,000 per person Cancellation £4,000 per person (£250,000 per trip) Death and capital benefits £100,000 per person	Nil in respect of Medical Expenses £50 in respect of Baggage Nil in respect of Cancellation
Legal expenses	Reimbursement of legal expenses relating to employment disputes, contractual disputes, tax investigations, civil actions in relation to school expulsions	£100,000 any one loss and any one membership year	£250 (Primary Academy) £500 (All other Members) each and every loss
Cultural Assets	Loss or damage to Cultural Assets (including works of	£10,000 per item, maximum £250,000 any one loss of	£50 (Primary Academy) £100 (all other Members)

Type of risk	Description	Limit	Member Retention
	art) owned by or the responsibility of the academy	multiple cultural assets	

We believe that the above coverage of risk by the RPA is commensurate with that offered by commercial insurers. For more details on the risks covered, see the [membership rules](#).

If cover is required for something not included in the RPA, such as motor or cyber security, additional cover is available through several public sector buying organisations (PSBOs) or from an insurer.

The RPA does not cover statutory inspections, often known as engineering inspections, which must be carried out by law. Statutory inspections can be procured through a PSBO, an insurer or body with authorisation to carry out these inspections.

Contract Works are covered up to a limit of £250k to cover minor works. If there is a need to take out Joint Names Cover, the member would have to take out additional cover to extend it as the RPA does not provide cover to a private contractor. However, if the contractor is liable for a loss, the RPA may seek damages from the contractor.

Membership rules

The RPA standard membership rules apply for the majority of academies and free schools. There is a second set of rules for church academies, agreed with the National Society of the Church of England and the Catholic Education Service. The Church rules apply where the trustees of a church organisation allow an academy to occupy their property. Under the Church rules, the trustees are covered for losses and liabilities they may incur through an academy occupying their property. The trustees or school representatives can:

- make claims on the academy's behalf for those losses and liabilities;
- have those claims paid directly to them; and
- use the complaints and arbitration procedures about those claims.

Other than this difference, the rules and level of cover are the same as the standard rules.

It is acknowledged that an additional two or perhaps three sets of membership rules will be required to address the specific requirements of community schools and other, mainly church schools (voluntary aided, voluntary controlled and foundation) within the LAMS sector. These rules will be drafted and discussed with the relevant organisations to ensure they are appropriate.

Claims made/claims occurring

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 the RPA will respond, even if the claim is notified outside of the membership year.

Claims under Governors Liability and Professional Indemnity are handled on a 'claims made' basis. For the RPA to respond the claim must be notified to the Third Party Administrator (TPA) 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 aware.

The scope and level of cover provided would be the same for LAMS as that currently provided to ATs with one possible exception: cover for asbestos, legionella and abuse damages under Third Party Public Liability is provided on a 'claims made' basis, including historical claims. For ATs, cover applies back to the date the funding agreement was signed. We are currently considering the scope of level of such cover for LAMS and have yet to make a decision on this.

Membership

It is envisaged that there would be several options for schools to become members of the RPA. An LA could opt in all maintained primary and/or secondary schools to the RPA en masse on the vote of the schools forum. Provision will be made in the Schools and Early Years Finance Regulations 2020 to provide LAs with the vires to deduct the membership fees from the budget shares of all such schools. Individual governing bodies of schools may also decide to join the RPA if they are free to procure their own insurance: in that case the LA will apply a formula factor set out in the regulations to deduct the membership fee. This arrangement will apply to any maintained nursery schools, special schools and pupil referral units that join the RPA.

The governing bodies of LAMS are able to opt out of LA arrangements. However, where a school is tied into a Long Term Agreement (LTA) negotiated by the LA, they may be obliged to wait until it expires or can negotiate an early release.

Church academies are only permitted to join the RPA if they have written approval from their trustees. This would also apply to church LAMS.

It is acknowledged that in most maintained schools the LA will retain ownership of school property and the associated liabilities relating to providing an education service, staff employment and property maintenance and will need to be satisfied with the overall risk cover that a school has in place.

A member may leave the RPA at the end of a membership year by giving at least three months' notice. After a member has left the RPA, they will still be entitled to the benefits relating to the period of membership.

For PFI schools who pay for premises/Building insurance via the PFI Unitary Charge, it is unlikely that they would benefit from joining the RPA. Under the current arrangements

for academies, MATs are allowed to leave them out and this would need to apply to LA PFI schools too.

Risk management support

The RPA provides extensive free risk management support services to members through third party risk management advisory company, Willis Towers Watson. Support includes advice, best practice guidance, template documents (e.g. risk assessment), bulletins on topical issues, on-line training, workshops delivered throughout England, online surveys, risk audits and access to risk managers for specific risk management queries.

The RPA also aims to undertake onsite surveys of 5% of the total membership throughout the academic year. The onsite audits cover a number of risk categories including Health and Safety, Fire and Security. Risk improvement recommendations made during a detailed audit remain open until the member has confirmed compliance. The risk manager who conducted the audit remains in contact with the member until all recommendations are completed. A selected number of members are re-audited, the results of the re-audits so far have demonstrated an improvement in risk management standards.

We intend to seek to develop this aspect of the RPA with LAMS in mind, so that it complements the arrangements currently embedded.

Claim handling and support

Claims are handled by a third party administrator (TPA) TopMark Claims Management Limited. The TPA was appointed under a UK government framework agreement and has a panel of loss adjusters, legal advisers and rehabilitation facilities to assist in the claims administration and provide support to members.

Claims support includes a dedicated portal for claim notification, appointed loss adjusters and legal advisers, rehabilitation facilities and 24 hour contact details in the event of a catastrophic event.

The process of dealing with claims is set out in the membership rules and includes the process followed by the TPA in the event the TPA deems that a loss is not covered. The claims guidelines within the membership rules also set out the process for independent arbitration if a member disagrees with the findings of the TPA.

TopMark handle all loss claims and incidents reported from schools and will continue to do so for LAMS. The LA insurance team could choose to support the school in registering their loss, if required. There is a helpline and email for emergencies and urgent incidents including overseas travel emergencies and incident claims.

It is recognised that LAs retain a responsibility and will therefore need to be informed of the claim experience for their schools. A monthly report of all claims from schools within an LA area would be available.

Local knowledge and support

Support is available to members from the DfE, risk managers, claims handlers and other RPA members and will continue to be available for LAMS. Examples of best practice are shared and members have the chance to network with other members in their geographical area at workshops, which are delivered throughout England. If a school has a particular risk issue they can contact the RPA risk managers who can provide support and/or put them in contact with another member who has faced a similar issue.

Impact on LA insurance teams

A number of comments raised concerns about potential job losses within LA insurance teams. There is no reason why the existing LA insurance team could not continue to provide a service of providing ad hoc general insurance and risk matters to their schools, either for free or for a service fee. This would augment the risk management and claims handling support provided to all the RPA members by Willis Towers Watson and TopMark. It would be for the LA and schools to determine whether they wanted to continue to be involved in this process or allow the schools to deal directly with the third parties. Each LA can choose their own operating model for the RPA.

Loss of LA control

A number of respondents mentioned that the LAs would potentially lose control of funding and decision making in schools to central, rather than local government in the event of a major loss or problem arising. In the event of a loss, the loss adjuster will work with the school and the Department would only become involved in exceptional circumstances. The RPA will have no more say over how claim payments are made than a commercial insurer would. The RPA (or DfE) does not take over control of funding or decision making of any of its members.

As long as the conditions of the RPA membership rules are met the member is entitled to an indemnity. In relation to property damage the RPA Administrator will pay to the member the reinstatement cost of the property at the time of the damage. If the property destroyed is a building this will be the cost of rebuilding. If the building is damaged but not destroyed this will be the cost of repair.

Impact on overall LA insurance portfolio

It is possible that where low risk schools are included in an overall LA insurance policy, their removal may impact on premiums for the remaining high risk areas, such as Highways, Children's Services or Social Care but this form of subsidisation means that the schools are likely to be paying a higher premium than their risk profile would actually warrant.

It should be noted that where a LA has an insurance scheme which is working well for their maintained schools and which they consider to be cost effective, there is no

necessity for them to join the RPA. The RPA is intended to be an alternative to be considered where LAMS consider they are paying too much for cover.

The intention is not for the RPA to be mandated for all LAMS. It will be offered on a voluntary, opt in basis from 1 April 2020 with no penalties for not joining. It will be open to any LA maintained primary or secondary school, not contractually committed to another arrangement; and also open for LAs to join up all their schools after securing approval from the schools forum.

Cover for community use

It was also noted that some schools were used for out of hours activities and non-educational purposes e.g. polling stations and questioned whether the RPA covered these uses.

At the request of the member the RPA will provide an indemnity to any person or organisation to which the member has hired rooms within the school premises where that person or organisation does not have and would not be expected to have public liability insurance.

As long as the property that is damaged or destroyed is owned by or is the responsibility of the member and the conditions of the RPA membership rules are met, then we would expect that the RPA would generally cover these uses in the event that property is damaged or destroyed. If the property destroyed is a building this will be the cost of rebuilding. If the building is damaged but not destroyed this will be the cost of repair.

Funding

The cost of the RPA for academies for 2019/20 is £18 per pupil and it is proposed that LAMS would pay the same amount. LAMSs that join the RPA will be charged an amount per pupil/place for the number of days during the financial year 2020-21 that they are a member. This will be £18 per pupil for mainstream schools (i.e. community, foundation, voluntary schools and maintained nursery schools) and £18 per place for community special and foundation special schools and PRUs. Where a LAMS joins the RPA for part of the financial year, the amount per pupil/place will be pro-rated accordingly using the calculation ($\text{£18} \times \text{number of days until and including 31 March}$) / 365.

It has been decided that the most straightforward funding arrangement is to deduct the membership fees from the LA's DSG. It is intended that the Schools and Early Years Finance (England) Regulations for the funding period 2020-21 will provide LAs with a duty to deduct the membership fees from the budget shares of all schools joining the RPA and to adjust the amount for a school opting in after 1 April, based on the number of days left in the year.

For special academies, we deduct the RPA membership cost per place from the general annual grant (GAG), based on the agreed place number already published. For maintained special schools and pupil referral units, £18 per place will be deducted for

each place planned by the LA in that institution, and the DfE will then deduct the same amount from the LA's DSG. This is to ensure that the members are making an appropriate contribution to the overall cost of risk cover and are paying a contribution based on their actual numbers of places.

In year 1 (2020-21), we do not expect that mass membership through de-delegation will be used, as there is unlikely to be enough time for LAs to agree it with their schools and the schools forum.

Indemnity

The RPA is not insurance, it is a risk protection arrangement and all members pay the same flat rate, regardless of risk. Losses that arise are covered by UK government funds.

As long as the conditions of the membership rules are met and the claim is valid, the member is entitled to indemnity and there is no question that claims would not be met. It has been agreed that in the event of a sustained large scale liability or property loss, any claims arising which could not be met from the RPA surplus would be met from funds within the wider Department or if required, additional funds directly from the Treasury.

Major loss

In the event of a major loss, the RPA and loss adjuster will work with the member (and other parties where applicable) where it is a valid claim and will indemnify the cost of repair, reinstatement or replacement. Further the RPA does not require a property schedule / property values so "average" cannot apply whereby the claim payable is reduced in the event that the property value is below the actual reinstatement value.

Risk management

The cost of the RPA membership is the same for all members, regardless of risk profile. However, any risks identified are addressed and followed up with the individual member.

The RPA is committed to the promotion of risk management; its aim is to achieve consistent and improved risk management standards throughout its membership. The RPA proactively works with its members to identify risks and provide support and guidance in the mitigation of these risks. The entire RPA membership is asked to complete an online risk management survey, which covers a number of risk categories including Health and Safety, Fire and Security. Responses to the online survey are analysed and clarified if responses are not clear. The results of the survey are used to identify risks that require action and support, to identify best practice that can be shared with the membership and to determine general support requirements (e.g. workshops, training, bulletins and guidance documents). Any significant risk issues identified through the online survey are addressed immediately with the member.

One incentive of improved risk management of the RPA membership as a whole is the potential to reduce claim costs which impacts the cost per pupil. Additional costs not covered by insurance or the RPA, such as fines/penalties, negative impact on reputation, may be avoided with improved risk management.

In the past financial year, the RPA has introduced proactive flood and crime resilience schemes and is reinvesting annual operating surpluses into supporting member schools to either improve risk management or to invest in solutions that are likely to reduce future claims (e.g. improve lighting and security measures in areas subject to vandalism and flood protection measures in areas of high flood risk).

Next steps

This government response is being published in advance of implementation of extending the RPA to LAMS from 1 April 2020, and the Schools and Early Years Finance (England) Regulations for the funding period 2020-21 being made.

Annex A: List of organisations that responded to the consultation

A total of 109 organisations responded: 18 organisations asked for their response to remain confidential and 2 organisations omitted their names. Details of the 39 individuals who responded have been withheld. Below are the 89 organisations who agreed to be included in the published response:

ALARM

Aldermaston CE Primary School
All Saints CofE primary Bradford
Association of British Insurers (ABI)
Belle Vale Community Primary School
Bradford Metropolitan District Council
Brighton & Hove City Council
Brimpton CE Primary School
Bury Council
Calderdale Metropolitan Borough Council
Carr Hill High School
Catholic Education Service
Centurion
Chair of the Oxfordshire Schools Forum
Cheshire East Council
City of Wolverhampton Council
Cornwall Council
Devon County Council
Dudley Metropolitan Borough Council
East Riding of Yorkshire Council
East Sussex County Council
Enborne C of E Primary School
Essex County Council
Federation of Hampstead Norreys and Ilsleys Primary School
Federation of St Marys and St Thomas of Canterbury Catholic Primary Schools
Gloucestershire County Council
Halton Borough Council
Hampshire County Council
Henry Chichele Primary School
Hertfordshire County Council
Institute of School Business Leadership
Isle of Wight Council
Kent County Council
Kintbury St Marys CE Primary School
Kirklees Council

Knowsley MBC
LB Bromley
Leeds City Council
Little Heath School
Liverpool City Council
Livingstone Primary School
London Borough of Barking and Dagenham
London Borough of Bexley
London Borough of Hackney
London Borough of Hammersmith & Fulham, Royal Borough of Kensington & Chelsea,
City of Westminster
London Borough of Havering
London Borough of Newham
London Diocesan Board for Schools
Matravers School
Millway Primary School
Milton Keynes Council
Mortimer St John's CE Infant School
Norfolk County Council
North East Lincolnshire Council
North Somerset Council
North Tyneside Council
North Yorkshire County Council
Northamptonshire County Council
Nottinghamshire County Council
Oxfordshire County Council
Palmerston School
Parrenthorn High School
Parsons Down Partnership of Schools
Peterborough City Council
Portsmouth City Council
Preston Primary
Redwell Primary School
Robert Sandilands Primary School
Rochdale BC
Rotherham MBC
Sefton Council
Solihull Metropolitan Borough Council
Southampton City Council
Springfield Primary School
St Helens LA
St Nicholas C of E Primary School
Staffordshire County Council

Stockton on Tees Borough Council
Sutton London Borough Council
The Downs School
Wakefield Council
West Sussex County Council
Westhoughton High School
Westhoughton High School
Whitehills Primary School
Wigan Council
Wiltshire Council
Wirral Council
Zurich Insurance

Annex B: Copy of all consultation questions

Preliminary Questions

1. What is your name? (Where you wish to remain anonymous, please leave blank)
2. What is your email address?

If you enter your email address then you will automatically receive an acknowledgement email when you submit your response.

3. Are you responding as an individual or as part of an organisation?
 - a. Individual
 - b. Part of an organisation

4. What is the name of your organisation (if applicable)?

5. What type of organisation is this (if applicable)?
 - a. Mainstream local authority maintained school
 - b. Special local authority maintained school
 - c. Academy or free school
 - d. Multi-academy trust
 - e. Independent school
 - f. Independent special school
 - g. Non-maintained special school
 - h. Sector organisation
 - i. Charity
 - j. Local Authority
 - k. Commercial Insurance Provider
 - l. Insurance Body/Organisation
 - m. Other – Please provide organisation details

6. What is your role?
 - a. Governor
 - b. Multi-academy trust member
 - c. Headteacher/ Principal Teacher
 - d. Parent
 - e. Local authority councillor
 - f. Local authority finance officer
 - g. School Business Professional
 - h. Insurance Company Employee
 - i. Industry Expert
 - j. Other – Please provide role details

7. Which local authority are you responding from? (where applicable)

8. Are you happy to be contacted directly about your response?
 - a. Yes
 - b. No

Questions on the consultation

(Please use the comments box to give more details for each question where relevant)

9. Does the proposed RPA cover of Local Authority Maintained Schools impact you or your organisation directly or indirectly? Please let us know what the impact would be, and if this would cause any concerns or issues.

- a. Yes
- b. No
- c. Unsure

10. In principle, do you or your organisation support the proposed extension of RPA cover to Local Authority Maintained Schools?

- a. Yes
- b. No
- c. Unsure

11. Have you any comments on what adjustments you think would be needed to the rules of the RPA to cover the circumstances of Local Authority Maintained Schools?

- a. Yes
- b. No

12. Have you any comments on the proposed arrangements for adjusting budget shares and DSG and amending the regulations in respect of the RPA?

- a. Yes
- b. No

13. Do you wish for your response to remain confidential?

- a. Yes
- b. No



Department
for Education

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Department
for Education

Risk protection arrangement (RPA) for academy trusts

Membership rules

September 2019

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Introduction

The Department for Education's (DfE's) Risk Protection Arrangement (RPA) is a voluntary arrangement for academies and free schools effective from 1 September 2014.

The RPA is not an insurance scheme but is a mechanism through which the cost of risks that materialise from 1 September 2014 will be covered by government funds.

All academy trusts and multi-academy trusts can opt in to the RPA. This includes free schools, schools designated with a religious character that are academies, special academies, alternative provision academies, UTCs, studio and PFI schools.

Changes to the RPA Membership Rules

The changes to the RPA membership Rules since the previous version of the Rules were published 1 September 2018 can be summarised as follows:

1. Person under the UK Travel and Overseas Travel Sections extended to include persons that were pupils of the Member at the time of booking the journey
2. Clarification that Professional Indemnity Section includes cover for claims for alleged failure to teach
3. Clarification that Governors Liability section includes cover for past Governors for wrongful acts during their time as a Governor of a Member academy
4. Clarification that where MATs have academies that have insurances included as part of their PFI arrangement these academies do not have to be part of the RPA for the central MAT function to have cover
5. Clarification that Cultural Assets that form part of the Building structure are included under the definition of buildings
6. PFI Academy definition added
7. Reinstatement conditions updated to acknowledge that listed Buildings and other similar premises will be reinstated as per requirements of legislation regarding such Buildings
8. Legal expenses exclusions updated to confirm that the legal expense section will not provide any cover in respect of any other legal expense other than those described in Section 12
9. Material damage section of the RPA Membership Rules extended to include hand-propelled watercraft and sailing craft

Summary of Cover provided by RPA

Type of risk	Description	Limit	Member Retention
Material damage	Loss or damage to buildings, contents, computers and stock owned by or the responsibility of the academy	Reinstatement value of the property	£250 (Primary Academy) £500 (all other Members) each and every loss other than subsidence (£1000)
Business interruption	Compensation for increase in cost of working, resulting from interruption or interference with the business following a material damage loss	£10,000,000 any one loss	£250 (Primary Academy) £500 (all other Members)
Employers liability	All sums the academy may become legally liable to pay (including claimants' costs and expenses) following death, injury or disease sustained by Employees and arising out of and in the course of their employment by the academy	Unlimited	Nil
Third party liability	For all sums the academy may become legally liable to pay (including claimants' costs and expenses) as damages in respect of accidental third party injury or third party property damage	Unlimited	Nil
Governors' liability	Governors' liability expense	£10,000,000 any one loss and any one membership year	Nil
Professional indemnity	Actual or alleged breach of professional duty	Unlimited	£1,000 each and every loss
Employee and third party dishonesty	Direct pecuniary loss due to the dishonesty of academy Employees and/or theft of money by computer fraud	£500,000 any one loss and any one membership year	£250 (Primary Academy) £500 (all other Members) each and every loss
Money	Loss of money whilst in transit or elsewhere	Various, including cash on premises or in	£50 (Primary Academy) £100 (all other

Type of risk	Description	Limit	Member Retention
		transit £5,000	Members) each and every loss
Personal accident	Compensation for accidental bodily injury to Employees, governors, trustees, volunteers and pupils of the academy whilst on the business of the academy in the UK	Death and capital benefits £100,000	Nil
United Kingdom travel	Compensation for travel related costs including loss of baggage, cancellation, curtailment, rearrangement and change of itinerary	Baggage and money £2,000 per person. Cancellation £1,000 per person	Nil
Overseas Travel (including winter sports) and Personal Accident	Compensation for travel related costs outside of the UK including medical expenses, loss of baggage, cancellation, curtailment, rearrangement and change of itinerary Compensation for accidental bodily injury to Employees, governors, trustees, volunteers and pupils of the academy whilst on the business of the academy outside of the UK	Medical expenses £10,000,000 per person Baggage £2,000 per person Cancellation £4,000 per person (£250,000 per trip) Death and capital benefits £100,000 per person	Nil in respect of Medical Expenses £50 in respect of Baggage Nil in respect of Cancellation
Legal expenses	Reimbursement of legal expenses relating to employment disputes, contractual disputes, tax investigations, civil actions in relation to school expulsions	£100,000 any one loss and any one membership year	£250 (Primary Academy) £500 (All other Members) each and every loss
Cultural Assets	Loss or damage to Cultural Assets (including works of art) owned by or the responsibility of the academy	£10,000 per item, maximum £250,000 any one loss of multiple cultural assets	£50 (Primary Academy) £100 (all other Members)

Miscellaneous Rules and Provisions

1. Law and Jurisdiction

These Membership Rules are governed by and shall be interpreted in accordance with the laws of England and Wales and English Courts alone will have jurisdiction in any dispute hereunder.

2. Membership

- i) In return for a reduction to a Member's general annual grant made by the EFA the RPA Administrator will in accordance with these Rules provide funds to cover the cost of losses suffered by Members of the RPA.
- ii) The RPA Administrator shall not be liable to provide funds in any circumstance where a risk is Insured.
- iii) An Academy Trust or Multi Academy Trust may become a Member of the RPA at any time by giving notice of its intention to the RPA Administrator that it wishes to join with effect from a date later than the notice.
- iv) During the period while the Academy Trust is in membership of the RPA, £18 per pupil (per place in special and AP academies) will be deducted at source from the General Annual Grant paid to the Academy Trust. This amount will remain unchanged until 31 August 2020.
- v) A Member may leave the RPA at the end of a Membership Year provided that it gives at least three months' notice to the RPA Administrator.
- vi) An Inactive Academy Trust may remain in membership of the RPA up to the point the Inactive Academy Trust is dissolved.
- vii) After a Member has left the RPA, subject to the Definitions, Extensions, Exclusions and Conditions of the Rules the Member will still be entitled to the benefits relating to its period of membership as set out in these rules.

3. Changes to the Rules

These Rules may be amended from time to time by the RPA Administrator. The RPA Administrator undertakes to give Members sufficient notice of any significant changes to these rules to enable them to make a decision to leave at the end of the Membership Year in accordance with paragraph 2.v.

4. Risk Management

Members shall maintain a minimum standard of Risk Management which will include:

- i) maintaining the Property in a satisfactory state of repair
- ii) taking all reasonable precautions for the safety of Property
- iii) taking all reasonable precautions to prevent loss, destruction, damage, accident or injury
- iv) undertaking reasonable checks when employing members of staff
- v) setting and maintaining systems for the protection of property, Employees, pupils and third parties
- vi) compliance with the laws of England and Wales

The following is a list of the key pieces of legislation and Approved Codes of Practice that all Members must comply with:

- i) The Health and Safety at Work etc. Act 1974
- ii) The Management of Health and Safety at Work Regulations
- iii) Workplace (Health, Safety and Welfare) Regulations
- iv) The Regulatory Reform (Fire safety) Order
- v) Electricity at Work Regulations
- vi) Control of Asbestos Regulations
- vii) The Control of Legionella Bacteria in Water Systems L8
- viii) Control of Lead at Work Regulations
- ix) Ionising Radiation Regulations
- x) Provision and Use of Work Equipment Regulations
- xi) Lifting Operations and Lifting Equipment Regulations
- xii) Work at Height Regulations
- xiii) Pressure Equipment Regulations
- xiv) Pressure Systems Safety regulations
- xv) Gas Safety (Installation and Use) Regulations
- xvi) Construction (Design and Management) Regulations
- xvii) Health and Safety (First Aid) Regulations
- xviii) Reporting of Injuries, Diseases and Dangerous Occurrences Regulations
- xix) Health and Safety (Consultation with Employees) Regulations

- xx) Control of Substances Hazardous to Health
- xxi) Health and Safety (Display Screen Equipment) Regulations
- xxii) Manual Handling Operations Regulations
- xxiii) Personal Protective Equipment Regulations

5. Claims made/claims occurring

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 and 6 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 aware.

It is important that when moving from a commercial insurer to RPA that a Member provides notification to their insurer of any incident that they are aware of that could give rise to a claim before their commercial insurance period lapses.

The RPA will consider providing an indemnity to a Member for claims that are normally dealt with on a 'claims occurring' basis under RPA (namely sections 1, 2, 3, 4, 7, 8, 9, 10, 11, 12 and 13) but where a Member has previously purchased an insurance policy covering the risks covered by these sections of the RPA on a 'claims made' basis.

Claims will be considered at the request of the Member who will be required to provide evidence of the insurance cover previously purchased. Claims will not be considered in the following circumstances:

- i) where the applicable 'claims made' policy was taken out or incepted after the date the consultation exercise on proposed changes to the RPA with effect from September 2016 was commenced (18 December 2015)
- ii) for any claim where the cause of such claim occurred or was alleged to have occurred prior to the date of the signing of the funding agreement for the relevant academy
- iii) to the extent that an indemnity is provided by an insurance policy
- iv) for claims that the Member had prior knowledge of before opting to join the RPA

- v) for claims or incidents that the Member was aware of but were not notified by the Member to the relevant insurer before the relevant policy expiry date (or where a discovery period applies to a policy, the discovery period)
- vi) for claims related to a class of insurance where the Member had opted not to purchase an insurance policy

6. Multi academy trusts

Multi academy trusts (MATs) are permitted to join the RPA in a phased manner where some academies in the MAT still have commercial insurance contracts in place, subject to a commitment from the MAT that all academies in the MAT will join RPA as soon as their existing insurance arrangements expire.

MATs with a PFI Academy need not make such a commitment in respect of the PFI Academy where the terms of the PFI require the academy to take part in the PFI contractor's insurance arrangements. All other academies in the MAT that are not PFI Academies must join the RPA or join 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.

Definitions

1. Academy trust

Either a single academy trust or multi academy trust which has elected to opt into the RPA.

2. Bodily injury

Bodily injury death disease or illness which shall include mental anguish and or shock.

3. Buildings

Buildings including landlord's fixtures and fittings and unless Insured Buildings include:

- i) outside buildings, extensions, annexes, gangways
- ii) walls, gates, fences, yards, driveways, car-parks, forecourts, roads and all other areas of hard standing
- iii) conveyors, trunk lines, wires, service pipes, flood lights and other equipment on the Premises
- iv) all-weather pitches
- v) swimming pools
- vi) playing fields, tennis courts and tracks
- vii) fixed outdoor play and climbing equipment, fixed seating
- viii) modular buildings and the like
- ix) flood lighting, external lighting and security equipment
- x) solar panels
- xi) Cultural Assets that form part of the building structure

the property of a Member or for which the Member is responsible; including, at the request of the Member and subject to the approval of the RPA Administrator, the property of a Subsidiary Company.

4. Business

Any activity in which a Member may engage, including:

- i) the provision of breakfast clubs, after school clubs, pre-schools and nurseries directly provided by the Member and/or Employees; and

- ii) at the request of the Member and subject to the approval of the RPA Administrator, any activity of a Subsidiary Company which is related to the Business of the Member and has been approved by the RPA Administrator

In respect of Sections 3 and 4 including:

- i) engagement of subcontractors for performance of work on behalf of a Member
- ii) organisation of and participation in exhibitions trade fairs and conferences
- iii) property owners lessors and lessees including repair refurbishment and maintenance of such property
- iv) provision and management for the benefit of any Employee of canteen social sports welfare medical facilities fire first aid rescue and ambulance services
- v) provision for the benefit of any Employee of nursery crèche or child or baby care facilities
- vi) security organisations for the benefit of the Member
- vii) the organisation or sponsorship of charitable events or similar fund raising activities
- viii) sponsorship of events organisations entities and individuals
- ix) repair maintenance and servicing of own mechanically propelled vehicles
- x) sale or disposal of own property and goods including owned mechanically propelled vehicles
- xi) undertaking medical procedures and provision of prescribed medicines subject to adherence with the statutory guidance on supporting pupils at school with medical conditions, December 2015 or similar amending statutory guidance
- xii) Office for Standards in Education (Ofsted) inspections undertaken by an Employee of the Member and for which the Member receives payment from Ofsted

In respect of Section 6 including:

Ofsted inspections undertaken by an Employee of the Member and for which the Member receives payment from Ofsted

5. Contents

Machinery, plant and all other contents the property of a Member for which the Member is responsible; including, at the request of the Member and subject to the approval of the RPA Administrator, the property of a Subsidiary Company

i)excluding:

- a) Stock
- b) landlord's fixtures and fittings
- c) computers
- d) contents that are Insured

ii)including:

- a) deeds, documents, manuscripts, business books, but only for the value of materials, as stationery and the cost of clerical labour expended in reproducing them but not:
 - i) any expenses in connection with re-compilation or retrieval of the information contained in them
 - ii) the value to the Member of the information contained in them
- a) computer systems records but only for the cost of materials and cost of clerical labour and computer time expended in reproducing them but not:
 - i) any expenses in connection with re-compilation or retrieval of the information contained in them
 - ii) the value to the Member of the information contained in them
- b) patterns, models, moulds, plans and designs
- c) insofar as they are not Insured personal property of Governors, Employees, pupils or visitors for an amount not exceeding £500 per Governor, Employee, pupil or visitor
- d) tenants' improvements, alterations and decorations

6. Computers

- i) all computer equipment (including interconnecting wiring fixed disks and telecommunications equipment) used for the storage and communication of electronically processed data
- ii) data carrying materials comprising all current and back-up computer programs and information contained on magnetic or optical discs and magnetic tapes

the property of a Member or for which the Member is responsible; including, at the request of the Member and subject to the approval of the RPA Administrator, the property of a Subsidiary Company.

7. Defined perils (as applicable to Section 1, 2 and Section 13 exclusions)

Fire, lightning, explosion, aircraft or other aerial devices or articles falling from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water from any tank apparatus or pipe or of oil from any fixed domestic heating installation, sprinkler leakage or impact by any mechanically propelled vehicle or rail rolling stock or animal, subsidence, ground heave or landslip, theft following forceful and violent entry or exit to the Premises.

8. Earthquake

- i) Earthquake and any subsequent DAMAGE or CONSEQUENTIAL LOSS but only if caused directly by earthquake
- ii) Volcanic eruption meaning the eruption explosion or effusion of a volcano

9. Employee

- i) Any person under a contract of service or apprenticeship with a Member
- ii) Any labour master or labour only sub-contractor or persons supplied by them whilst under the direct control and supervision of a Member
- iii) Self-employed persons engaged by and whilst under the direct control and supervision of a Member
- iv) Persons engaged by a Member under work experience training, study or similar schemes
- v) Any person hired to, borrowed by, or supplied to, a Member from any other employer
- vi) Persons on secondment to a Member
- vii) Voluntary workers for a Member
- viii) Outworkers and home workers for a Member
- ix) Any prospective employee who is being assessed by a Member
- x) Persons undertaking study at a Member's Premises (other than pupils of the Member)
- xi) Persons undertaking work experience at a Member's Premises, including pupils of the Member but only whilst such pupils are undertaking work experience

10. Flood

The escape of water from its normal natural or artificial confines (other than tanks apparatus or pipes) or inundation from the sea including tidal wave.

11. Governor

Any member of an Academy Trust, a director/trustee of an Academy Trust, or a person who sits on a local governing body (a committee established for an Academy by the Academy Trust in accordance with its Articles).

12. Inactive Academy Trust

Either a single academy trust or multi academy trust which is inactive and no longer has responsibility for any academies and/or pupils.

13. Insured

Where a risk has been transferred (by a Member or other party seeking indemnity under the RPA) to an insurance company and for which a current contract (policy) will provide financial protection or reimbursement against losses (to the Member or other party) arising from that risk from an insurance company.

14. Member

A single academy trust or multi academy trust which is a Member of the RPA.

15. Member retention

The first part of each and every Occurrence borne by the Member as specified in each section of these Rules, if an Occurrence results in a claim against more than one section of these Rules, the Member Retention will apply separately to each section as specified.

16. Membership date

The date from which an Academy Trust becomes a Member of the RPA.

17. Membership year

Any period of 12 months beginning on 1 September one year and ending on 31 August the following year or if during the first year of Membership a Member joins on any date

other than 1 September the Membership Year will apply from the Membership Date until 31 August.

18. Money

Current coin, bank and currency notes, postal and money orders, bankers drafts, cheques, giro drafts and payment order, travellers cheques, crossed warrants, bills of exchange, securities for money, current postage revenue and national insurance stamps, stamped national insurance cards, national savings certificates, premium savings bonds, franking machine impressions, credit/charge card sales, vouchers, luncheon vouchers, trading stamps, charge cards, credit cards, VAT input documents, gift tokens, telephone paycards, TV licence stamps and consumer redemption vouchers.

19. Occurrence

In respect of Sections 1 and 2

- i) DAMAGE or any Incident arising out of one event or series of events consequent upon or attributable to a common cause
- ii) DAMAGE or CONSEQUENTIAL LOSS arising out of Earthquake Flood or Storm shall constitute a single Occurrence
 - a) if more than one Earthquake or Storm should occur within any period of 72 hours sequential and commencing during the Membership Year or
 - b) if any Flood occurs within a period of the continued rising or overflow and subsidence of any river or stream within the banks of such river or stream

each Occurrence shall be deemed to have commenced on the first happening of such DAMAGE or CONSEQUENTIAL LOSS (not within the period of any previous Occurrence).

In respect of Section 3 and 4

An event or series of events consequent on or attributable to one source or original cause.

In respect of Abuse where the event or series of events consequent on or attributable to one source or original cause occurs over more than one Membership Year the Abuse will be deemed to have all occurred during one Membership Year being the period when (on the balance of probabilities) the Abuse first commenced.

20. Penalty

- i) a punishment imposed for a violation of law by the Member
- ii) a sum established by a contract to be forfeited in lieu of actual damages in the event of a breach of a contract
- iii) charges for any investigation or inquiry made against a Member found in contravention of relevant statutory provisions, including charges made against the Member in relation to the HSE Fee for Intervention (FFI) cost recovery scheme

21. Personal Injury

- i) bodily injury
- ii) false arrest, false detention, false imprisonment
- iii) wrongful entry or eviction or other invasion of the right of private occupancy
- iv) invasion of the right of privacy
- v) malicious prosecution
- vi) libel, slander or defamation
- vii) abuse

22. PFI Academy

An academy that occupies a building or buildings that is or are provided under a private finance initiative contract or agreement

23. Premises

Any premises owned, occupied, leased or rented by a Member anywhere within the Territorial Limits (unless otherwise stated herein); including, at the request of the Member and subject to the approval of the RPA Administrator, premises used by a Subsidiary Company.

24. Primary academy

An academy in which children only receive primary or elementary education.

25. Property

- i) Buildings
- ii) Contents
- iii) Computers
- iv) Stock

at the Premises (unless otherwise stated herein)

26. RPA

Risk Protection Arrangement administered by the Secretary of State for Education.

27. RPA administrator

Secretary of State for Education.

28. Rules

The RPA Rules of Membership as set out herein and varied from time to time as required by the RPA Administrator.

29. Stock

Stock and materials in trade, the property of a Member or for which the Member is responsible; including, at the request of the Member and subject to the approval of the RPA Administrator, the property of a Subsidiary Company.

30. Storm

Storm, windstorm, hurricane, tornado, tempest and typhoon, including subsequent DAMAGE or CONSEQUENTIAL LOSS caused by water that backs up from a sewer or drain as a direct result thereof, but excluding Flood.

31. Subsidiary company

A Subsidiary Company is a company established by an Academy Trust in order to further the objects of the Academy Trust.

32. Territorial limits

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man (unless otherwise stated herein).

33. Third party administrator

TopMark Claims Management Ltd, Company Registration Number SC305608

Section 1 – Material Damage

Material Damage Expense

Subject to the Definitions, Extensions, Exclusions and Conditions of the Rules, in the event of DAMAGE during any Membership Year the RPA Administrator will pay to the Member the Reinstatement Cost of the Property at the time of the DAMAGE or at the RPA Administrator's option reinstate or replace such property or any part of it.

1. Reinstatement Cost

Applicable to the Buildings, Contents and Computer items.

In the event of DAMAGE in respect of these items the basis upon which the amount payable is to be calculated shall be the cost of Reinstatement subject to the provisions set out below:

Reinstatement means:

- i) where property is destroyed the rebuilding of the property if a Building or, in the case of other property, its replacement by similar property, in either case in a condition equal to but not better or more extensive than its condition when new
- ii) where property is damaged the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as, but not better or more extensive, than its condition when new
- iii) in the case of a listed Building or other asset protected through planning legislation its rebuild, replacement, repair or restoration to a condition that ensures the special interest of the Building or other asset is protected

Provisions

- i) No payment will be made unless the work of Reinstatement has started
- ii) Once Reinstatement has started the RPA Administrator may make reasonable payments on account if the Member so requests
- iii) Reinstatement may be carried out at another site and in any manner suitable to the Member subject to the liability of the RPA Administrator not being increased as a result
- iv) In the event of partial damage to any Property the RPA Administrator's liability for any loss shall not exceed the cost which would have been incurred had such property been totally destroyed

Notwithstanding the above if the Member does not reinstate but gives an undertaking in writing to the RPA Administrator that any sums which are otherwise payable to the

Member in respect of a loss falling to be paid under the RPA shall be (with the RPA Administrator's consent) expended on other capital additions or improvements by the Member, then the RPA Administrator will pay the cost of Reinstatement but at the level of costs applying as if such reinstatement had taken place on the day of the loss.

2. Reinstatement Conditions

If any property is to be reinstated or replaced by the RPA Administrator the Member shall at the expense of the Member provide all such plans documents books and information as may reasonably be required.

The RPA Administrator shall not be bound to reinstate exactly but only as circumstances permit and in a reasonably sufficient manner.

Member Retention

The first £500 of each and every loss other than:

- i) Losses (other than claims for subsidence) by a Primary Academy where the Member Retention will be the first £250 each and every loss
- ii) Subsidence losses where the Member Retention will be the first £1,000 each and every loss

Section 1 Definitions

1. DAMAGE

Any accidental loss of, destruction of or damage to the Property, including damage caused by subsidence or as a result of terrorism but excluding loss of, destruction of, or damage to Property by any circumstance set out in Section 1 and 2 exclusions.

2. Vermin

Any wild animal that causes damage to property including but not limited to rodents and birds.

Section 1 Extensions

The following Extensions will apply subject to the Definitions, Exclusions and Conditions of the Rules.

A Material Damage Expense will include:

1. Third Party Property

The repair or reinstatement costs following DAMAGE to Property not owned by the Member but for which the Member is responsible for such costs by way of a lease or hire agreement entered into by the Member.

The interests of other parties in respect of the Property will be taken into account by the RPA Administrator and the Member undertakes if required to declare to the RPA Administrator the names of such parties and the nature and extent of their interests at the time of any loss.

2. Public Authorities

The additional cost of reinstating the Property incurred solely by reason of the necessity to comply with:

- i) European Union Legislation (incorporated into the Laws of England and Wales)
- ii) Buildings or other Regulations under or framed in pursuance of any Act of Parliament or with Bye-Laws of any Public Authority

Subject to the exclusions and provisions set out below:

The RPA Administrator will not pay for:

- i) the cost incurred in complying with any of such Legislation Regulations or Bye-Laws under which notice has been served upon the Member prior to the happening of any DAMAGE
- ii) the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of such Legislation Regulations or Bye-Laws not arisen
- iii) the amount of any rate tax duty development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner of the property by reason of compliance with any of such Legislation Regulations or Bye-Laws

Provisions

- i) The work of reinstatement must be commenced and carried out with reasonable dispatch but within 12 months unless otherwise agreed by the RPA Administrator and may be carried out upon another site (if such Legislation Regulations or Bye-Laws so necessitate) subject to the liability of the RPA Administrator not being increased as a result
- ii) This Extension includes the additional cost of reinstatement in respect of undamaged portions of property provided that the RPA Administrator shall not

be liable for such additional cost in respect of any Building or Contents which has not sustained DAMAGE

- iii) The amount recoverable shall not exceed in respect of undamaged portions of property other than foundations 15% (fifteen per cent) of the total amount for which the RPA Administrator would have been liable had the Building or Contents been totally destroyed

3. Professional Fees

An amount in respect of architects, surveyors, engineers, consultants and legal fees necessarily incurred in the reinstatement of the Property consequent upon DAMAGE but not for preparing any claim.

4. Debris Removal

Costs and expenses necessarily incurred by the Member with the consent of the RPA Administrator in removing Buildings, Contents, Computers and /or Stock debris, demolishing, shoring up or propping following DAMAGE.

The RPA Administrator will not pay for any costs or expenses incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site.

5. Temporary Removal

DAMAGE to Property other than Stock is covered up to a limit of £20,000 any one loss whilst temporarily removed from the Premises for provision of education, lesson preparation, cleaning, renovation, repair or other similar purposes elsewhere and in transit thereto and therefrom by road, rail or inland waterway within the Territorial Limits.

6. Extinguishment Expenses

The costs of refilling any fire extinguishing appliances or the cylinders of any gas flooding systems and replacing used sprinkler heads all reasonably incurred by a Member solely in consequence of DAMAGE or arising out of their accidental discharge.

7. Landscaping etc.

The cost of replanting trees, shrubs, plants used as landscaping and turf used as landscaping, playing fields, tennis courts and tracks at the Premises in consequence of DAMAGE being the cost incurred in restoring any such item to its appearance when first planted but excluding:

- i) any cost arising from the failure of these items to germinate or become established

- ii) DAMAGE caused by wind, rain, hail, sleet, snow, flood, sand, dust or freezing but this shall not exclude cover provided under the Debris Removal Extension

8. Metered Water

The additional metered water charges for which a Member is responsible, demanded by the relevant water authority and incurred in consequence of DAMAGE.

9. Trace and Access

In the event of DAMAGE resulting from escape of water or fuel oil the RPA Administrator will pay the costs necessarily and reasonably incurred in locating the source of such DAMAGE and subsequently making good damage caused in consequence thereof, subject to a limit of £50,000 each and every loss and shall be the maximum aggregate liability of the RPA Administrator in any one Membership Year for an academy whose Academy Trust is a member.

10. Temporary Repairs and Expediting Costs

The costs necessarily and reasonably incurred with the consent of the RPA Administrator in the making of temporary repairs upon and/or the expediting of the repair, reinstatement or replacement of Property consequent upon DAMAGE.

11. Fixed Glass

Following DAMAGE to fixed glass the RPA Administrator will also pay the reasonable cost of:

- i) DAMAGE to lettering, painting, embossing, silvering or other ornamental work on glass
- ii) repair or replacement of window frames, framework or security fittings
- iii) temporary boarding up of broken glass pending full replacement

Excluding DAMAGE caused by or arising from:

- i) repairs or alterations to the Premises
- ii) Premises that are empty or not in use by the Member or any tenant of the Member
- iii) defects in frames and framework

12. Locks and Keys

The costs incurred as a result of the necessary replacement of locks to a standard equal to but not better than their original standard following the loss of keys by theft from the Premises or from the homes of Governors or authorised Employees of the Member or by the unauthorised duplication of such keys.

13. Fly Tipping

The costs and expenses necessarily and reasonably incurred in:

- i) clearing and removing property illegally deposited in or around the Premises above ground
- ii) site cleaning as a result of (a) above as a result of property having been illegally deposited in and or around the Premises

14. Involuntary Betterment

In the event that new property of like, kind and quality is not obtainable following DAMAGE property which is as similar as possible to that which has sustained DAMAGE and which is capable of performing the same function shall be deemed to be new property of like, kind and quality and in no event shall this be considered as a betterment to the Member.

In the event of replacement with new property the RPA Administrator will pay the cost of purchasing and installing technologically current equipment which is necessitated by incompatibility between:

- i) new equipment installed to replace equipment which has sustained DAMAGE, and
- ii) undamaged existing equipment at the same or an interdependent location

provided always that:

- i) DAMAGE was directly caused
- ii) the RPA Administrator shall be liable only for the amount sufficient to enable a Member to resume operations in substantially the same manner as before
- iii) the RPA Administrator shall be liable only for the difference between:
 - a) the highest sales value of the undamaged existing equipment at the same or an interdependent location, and
 - b) the installed cost of the technologically current equipment

15. Loss Reduction Expenses

The costs and expenses reasonably incurred by a Member in:

- i. preventing or reducing imminent DAMAGE which would have been covered under this Section 1.
- ii. reducing, mitigating or otherwise alleviating DAMAGE during and after the occurrence of such DAMAGE

provided that the impending DAMAGE was not reasonably foreseeable earlier and would be the natural outcome if such costs and expenses were not incurred.

16. Unspecified Storage Sites

Property whilst stored anywhere in the Territorial Limits other than the Premises.

17. Sprinkler Upgrading Costs

In the event of DAMAGE to a sprinkler installation which conformed to the insurance industries standards applying at the time of installation but not current at the time of reinstatement following a loss such additional costs including the provision of any additional pipework, pumps, tanks and the cost of associated building work required to meet current insurance industry standards.

18. Unauthorised Use of Electricity, Gas, Oil, Water

The additional cost of electricity, gas, oil or water incurred as a result of its unauthorised use by persons taking possession or keeping possession of it without a Member's authority or knowledge.

19. Theft Damage to Buildings

DAMAGE to the Premises as a result of theft involving forcible and violent entry to or exit from a Building at the Premises provided that the Member is responsible for the making good of such DAMAGE.

20. Greening

Reasonable additional costs of Reinstatement as may be incurred solely by reason of the election by a Member to rebuild, replace, repair or restore following DAMAGE in a manner that aims to minimise potential harm to the environment, utilising the latest available technology known as Greening and this will not be considered betterment.

Where the cost of rebuilding, replacing, repairing or restoring is increased as a result of Greening the RPA Administrator will pay such additional costs provided that:

- i) Greening shall apply to the reinstatement of Buildings and Contents only
- ii) Greening shall include but not be limited to the upgrading of taps, showers, urinal toilets, grey water and rainwater systems, air conditioning and building cooling systems, ventilation systems, provision of hot water and heating systems, lighting and the provision of green roofs

- iii) the Member shall endeavour to work to a Greening standard (where applicable) being the Building Research Establishments Environmental Assessment Methodology (BREEAM)

21. Drain Clearing

The reasonable expenses necessarily incurred by a Member in clearing, cleaning and/or repairing drains, gutters, sewers and the like, the property of the Member or for which the Member is legally responsible in consequence upon DAMAGE.

22. Dismantling and Re-Erection Costs

The costs of dismantling re-erection fitting and fixing of Contents in consequence upon DAMAGE.

23. Services

The Property includes telephone, gas, water and electric instruments, meters, pipes, ducts, cables and the like, and the accessories thereof at the Premises and including similar property in adjoining yards or roadways or underground (and pertaining to the Building(s) or Contents), all the property of the Member or for which the Member is legally responsible.

24. Construction Work at Existing Premises

Subject to a limit of £250,000 each and every loss the Property includes the permanent works and temporary works erected or in the course of erection and the materials and all other property of whatsoever nature or description for incorporation therein in respect of contract works being carried out at any of the existing Premises.

25. Goods in Transit

DAMAGE to Property up to a limit of £50,000 for any one loss whilst in transit on land or water from the time of lifting by any Employee or any sub-contractor of the Member until placed in position by the Employee or sub-contractor as the destination including loading and unloading, within the Territorial Limits.

The Member shall only employ steady, reliable and competent drivers and shall take all reasonable precautions:

- i) in securing loads
- ii) to maintain in efficient condition all vehicles
- iii) to protect the property in transit
- iv) to ensure than any vehicle is suitable for the purpose for which it is to be used

26. Deterioration of Stock

Loss or DAMAGE by deterioration or putrefaction of Stock in a freezer or refrigerator that is less than fifteen years old and whilst on the Premises up to a limit of £3,000 any one loss due to the rise or fall in temperature or due to the action of refrigerant fumes which have escaped from the machine.

Section 2 – Business Interruption

Business Interruption Expense

Subject to the Definitions, Extensions, Exclusions and Conditions of the Rules, in the event of an Incident during any Membership Year the RPA Administrator will pay to the Member the amount of any CONSEQUENTIAL LOSS. Provided that the liability of the RPA Administrator in respect of each and every loss shall be limited to £10,000,000 any one loss.

Increase in Cost of Working – Basis of Settlement

The amount payable under this Section for Increase in Cost of Working shall be 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 an Incident.

Member Retention

The first £500 each and every loss other than losses by a Primary Academy where the Member Retention will be the first £250 each and every loss.

Section 2 Definitions

1. Consequential Loss

Increase in cost of working resulting from interruption of or interference with the Business carried on by the Member at the Premises in consequence of an Incident.

2. Incident

Any accidental loss of, destruction of or damage to the Property, including damage caused by subsidence or as a result of terrorism but excluding loss of, destruction of, or damage to Property by any circumstance set out in Section 1 and 2 exclusions.

3. Indemnity Period

The period beginning when an Incident occurs and ending when the results of the Business cease to be affected in consequence of the Incident but not exceeding 36 months.

4. Vermin

Any wild animal that causes damage to property including but not limited to rodents and birds.

Section 2 Extensions

The following Extensions will apply subject to the Definitions, Exclusions and Conditions of the Rules.

A Business Interruption Expense will include:

1. Restriction of Access

For the purpose of this Extension the meaning of the word Incident shall extend to include accidental loss destruction of or damage to property in the vicinity of the Premises which shall prevent or hinder the use of the Premises or access thereto whether the Premises or property of the Member therein shall be damaged or not but excluding accidental loss or destruction of or damage to property of any supply undertaking from which a Member obtains electricity, gas, water or telecommunications services which prevents or hinders the supply of such services to the Premises.

For the purposes of this Extension Section 1 and 2 Excluded Property does not apply.

2. Unspecified Suppliers, Storage Sites, Public Utilities

For the purposes of this Extension the meaning of the word Incident shall extend to include accidental loss destruction of or damage at the undernoted premises.

i) Unspecified Suppliers

The premises of any of the Member's suppliers with whom the Member has a contractual trading relationship at the time of the loss destruction or damage but excluding the premises of any supply undertaking from which a Member obtains electricity, gas, water or telecommunications services.

ii) Unspecified Storage Sites

Any premises not in the occupation of a Member where property of the Member is stored.

iii) Public Utilities

The land-based premises of any public supply undertaking from which the Member obtains electricity, gas, water or telecommunications services within the Territorial Limits.

3. Infectious Diseases, Food or Drink Poisoning, Vermin or Pests, Defective Drains and Murder or Suicide

For the purpose of this Extension the meaning of the word Incident shall extend to include the following occurrences:

- i) a Notifiable Disease at the Premises or attributable to food or drink supplied from the Premises
- ii) the discovery of an organism at the Premises likely to result in the occurrence of a Notifiable Disease
- iii) the discovery of Vermin or pests at the Premises
- iv) any accident causing defects in the drains or other sanitary arrangements at the Premises

which causes restrictions on the use of the Premises on the order or advice of the competent local authority

- v) murder, suicide, rape or other serious crime at the Premises

Notifiable Disease shall mean injury or illness sustained by any person resulting from:

- i) food or drink poisoning, or
- ii) an occurrence of a human infectious or human contagious disease, an outbreak of which the competent local authority has stipulated shall be notified to them (and for the avoidance of doubt this will include Legionella, Pneumophila or the mutant derivatives or variations thereof)

The RPA Administrator shall not be liable under this Extension for any costs incurred in the cleaning, repair, replacement, recall or checking of property.

For the purpose of this Extension:

- i) Indemnity Period shall mean the period during which the results of the Business shall be affected in consequence of an occurrence beginning with the date from which the restrictions on the Premises are applied (or in the case of murder, suicide, rape or other serious crime, with the occurrence of the incident) and ending not later than 36 months after the relevant date
- ii) the RPA Administrator's liability shall be restricted to the loss arising at those Premises which are directly subject to the occurrence that caused the loss

4. Public Utilities failure of Supply

For the purposes of this Extension the word Incident shall extend to include the accidental failure of the supply of electricity, gas, water, effluent and telecommunications services at the terminal ends of the service feeders or receivers or meters at the Premises and the Section 1 and 2 Exclusions and Section 1 and 2 Excluded Property do not apply.

But this Extension will not cover loss following failure of supply:

- i) due to failure of any satellite
- ii) due to the deliberate act of a supplier, unless done to save human life or to safeguard the property of the supplier, or in response to accidental loss or destruction of or damage to the property of the supplier, or in the vicinity of such property
- iii) due to default on the part of a Member
- iv) due to cessation of work
- v) due to drought

5. Fines and Damages

The amount payable as indemnity shall include fines and damages incurred by a Member during the Indemnity Period for late or non-completion or breach of contracts following the Incident.

Section 2 Conditions

1. Professional Accountants

Any particulars in a Member's accounts or other information or evidence which may be required by the RPA Administrator under the Conditions of the Rules for the purpose of investigating or verifying any claim may be produced by professional accountants if at the time they are acting regularly as such for the Member and their report shall be prima facie evidence of the information to which it relates.

The RPA Administrator will pay the reasonable charges payable by a Member to the accountants for producing such information provided that the sum of the amount payable under this clause and the amount otherwise payable shall in no case increase the liability of the RPA Administrator.

2. Payments on account

The RPA Administrator will make payment on account during the Indemnity Period if the Member so requests subject to any necessary adjustment at the end of the Indemnity Period.

3. Value Added Tax

To the extent that a Member is accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax.

Section 1 and 2 Exclusions

Sections 1 and 2 (unless stated to the contrary below) do not cover

1. DAMAGE or CONSEQUENTIAL LOSS caused by or consisting of:

- i) gradual deterioration, wear and tear
- ii) inherent vice, latent defect, frost or the Property's own faulty or defective design or materials
- iii) faulty or defective workmanship, operational error or omission on the part of a Member or any of the Member's Employees
- iv) or connected with the correction of defects in design or content of any computer records or program and any costs and expenses associated therewith
- v) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

but this shall not exclude subsequent DAMAGE or CONSEQUENTIAL LOSS which itself results from a cause not otherwise excluded

2. DAMAGE or CONSEQUENTIAL LOSS caused by or consisting of:

- i) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, Vermin or insects
- ii) change in temperature, colour, flavour, texture or finish

but this shall not exclude:

- a) such DAMAGE or CONSEQUENTIAL LOSS not otherwise excluded which itself results from a Defined Peril or from any other accidental loss destruction or damage
- b) subsequent DAMAGE or CONSEQUENTIAL LOSS which itself results from a cause not otherwise excluded
- c) CONSEQUENTIAL LOSS following discovery of Vermin or pests at the premises which causes restrictions on the use of the premises on the order or advice of the competent local authority

3. (In respect of Section 1) DAMAGE caused by pollution or contamination:

but this shall not exclude destruction of or damage to the Property not otherwise excluded caused by:

- i) pollution or contamination which itself results from a Defined Peril
- ii) a Defined Peril which itself results from pollution or contamination

4. (In respect of Section 2) CONSEQUENTIAL LOSS resulting from pollution or contamination:

but this shall not exclude loss resulting from an Incident not otherwise excluded caused by:

- i) pollution or contamination at the Premises which itself results from a Defined Peril
- ii) a Defined Peril which itself results from pollution or contamination

which itself results from a cause not otherwise excluded

5. DAMAGE or CONSEQUENTIAL LOSS caused by or consisting of:

- i) acts of fraud or dishonesty by a Member or by any Governor or Employee but this shall not exclude theft not otherwise excluded caused by or with the connivance of an Employee
- ii) disappearance, unexplained or inventory shortage, misfiling or misplacing of information or shortages due to error or omission
- iii) the voluntary parting with title or possession of any Property if induced by any fraudulent scheme, trick, device or false pretence

6. DAMAGE to or CONSEQUENTIAL LOSS in respect of:

- i) moveable property in the open, fences and gates
- ii) property in open sided buildings

caused by wind, rain, hail, sleet, snow, flood, sand, dust or freezing

7. (In respect of Section 1)

- i) consequential loss of any kind or description

- ii) Fines, liquidated damages, penalties for delay or detention or in connection with guarantees of performance or efficiency or loss of use

8. DAMAGE or CONSEQUENTIAL LOSS caused by or consisting of:

- i) the bedding down of new structures or by the settlement or movement of made up ground or by coastal or river erosion
- ii) subsidence, ground heave or landslip which commenced (and of which the Member was aware) prior to joining the RPA
- iii) the cost of the removal of asbestos unless removal is a necessity following DAMAGE

9. DAMAGE or CONSEQUENTIAL LOSS caused by or consisting of theft or attempted theft.

- i) by any person lawfully on the premises unless as a result of or in connection with actual or threatened assault or violence or use of force at the premises against the Member or any Employee or any other person lawfully on the premises, or
- ii) of property in transit (insofar as the Section provides cover) whilst the vehicle is left unattended unless the following security precautions have been complied with:
 - a) all doors, windows and other openings are securely locked and properly fastened and the keys removed from the vehicle
 - b) any alarm and immobiliser shall be switched on and made fully operational and outside the working day of the driver it is either:
 - a) garaged in a securely locked building of substantial construction, or
 - b) in a compound which has secure walls and fences with all exit points secured by locked gates, or
 - c) in a permanently guarded security park

Provided that DAMAGE or CONSEQUENTIAL LOSS caused by theft or attempted theft

- i) of Buildings or parts of Buildings
- ii) of or from locked modular buildings or of or from locked shipping containers

is not excluded

10. DAMAGE or CONSEQUENTIAL LOSS caused by or consisting of:

- i) damage to Data which shall include but shall not be limited to:
 - a) loss, destruction or corruption of Data whether in whole or in part
 - b) unauthorised appropriation, use, access to, or modification of Data
 - c) unauthorised transmission of Data to any third parties
 - d) damage arising out of any misinterpretation, use or misuse of Data
 - e) damage arising out of any operator error in respect of Data
- ii) damage to the Property arising directly or indirectly from:
 - a) the transmission or impact of any Virus
 - b) unauthorised access to a System
 - c) interruption of, or interference with, electronic means of communication used in the conduct of the Business including but not limited to any diminution in the performance of any website or electronic means of communication
 - d) failure of a System
 - e) anything described in 10. i) above

But in respect of 10. ii) a) 10. ii) b) 10. ii) c) 10. ii) d) this shall not exclude subsequent DAMAGE or any CONSEQUENTIAL LOSS arising directly or indirectly therefrom which itself results from a Defined Peril not otherwise excluded provided that such DAMAGE or any CONSEQUENTIAL LOSS arising directly or indirectly therefrom does not arise by reason of any malicious act or omission.

Definitions applicable to this Exclusion

- i) Data
Information represented or stored electronically including but not limited to code or series of instructions, operating systems, software programs and firmware.
- ii) Failure of a System
The complete or partial failure or inability whether in terms of availability, functionality and/or performance or otherwise of a System whether or not owned by the Member to operate at any time, as desired, as specified or as required in the circumstances of the Business.
- iii) System

System includes computers, other computing and electronic equipment linked to computer hardware, electronic data processing equipment, Microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation.

iv) Microchip

A unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly including integrated circuits and microcontrollers.

v) Virus

Programming code designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks, extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self-replication or not.

11. DAMAGE or CONSEQUENTIAL LOSS caused by or consisting of:

- i) contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Sections 1 and 2 Excluded Property

Sections 1 and 2 (unless stated to the contrary below) do not cover DAMAGE to or CONSEQUENTIAL LOSS in respect of:

1. vehicles licensed for road use (including accessories thereon) whilst on the public highway, railway locomotives, rolling stock, aircraft or spacecraft
2. water-borne craft other than hand propelled or sailing craft
3. land (including water in or on land), railway lines, dams, reservoirs, piers, jetties, wharves, docks, canals, rigs, wells, pipelines, bridges, culverts, tunnels, excavations, mining, property underground or off-shore property
4. above ground transmission and distribution lines and their supporting structures all the property of the Member or for which they are responsible other than those within 500 metres of any of the Premises
5. money, cheques, stamps, bonds, credit cards or securities of any description

6. fixed glass by fracture not extending through its entire thickness
7. jewellery, precious stones, gold and silver articles, china, precious metals, precious stones, bullion, watches, furs, curiosities, rare books, explosives, non-ferrous metals, deeds, documents, manuscripts or plans.
8. Cultural Assets as defined under Section 13 of the RPA Membership Rules
9. property which at the time of the happening of the DAMAGE is Insured by any marine insurance policy or policies
10. (in respect of Section 1) any property Insured by or on behalf of the Member

General Condition to Sections 1 and 2

The indemnity provided by the RPA shall not be invalidated by workmen in and about the Premises for the purpose of carrying out minor alterations, decoration, repairs, general maintenance or the like.

Section 3 – Employers’ Liability

Employers’ Liability Expense

The RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules indemnify (pay in respect of the costs and expenses specified in clauses 2i) and ii) below) the Member:

1. for all sums that the Member shall become legally liable to pay:
 - i) in respect of Bodily Injury sustained by any Employee arising out of and in the course of employment with the Member caused during the Membership Year in connection with the Business within the Territorial Limits and
 - ii) in respect of claimants’ costs and expenses in connection therewith
2. in respect of:
 - i) the Member’s costs of legal representation at:
 - a) any coroner's inquest or inquiry in respect of any death
 - b) proceedings in any court arising out of any alleged breach of statutory duty resulting in Injury

which may be the subject of indemnity under clause 1 i) above:

- i) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under clause 1 i) above

incurred with the prior written consent of the RPA Administrator.

Limit of Liability

Unlimited

Member Retention

Nil

Section 3 Definitions

1. Territorial Limits

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands.

The Territorial Limits also include elsewhere in the world but only in respect of temporary visits to such territories by Employees in the course of the Business.

Section 3 Extensions

The following Extensions will apply subject to the Definitions, Exclusions and Conditions of the Rules.

The RPA Administrator will provide indemnity in respect of the following:

1. Health and Safety at Work etc. Act

Except as may otherwise be subject to indemnity under any other provision of this Arrangement the RPA Administrator will indemnify the Member in respect of legal fees expenses incurred with the RPA Administrator's written consent and any prosecution costs awarded in respect of:

- i) the defence of any criminal proceedings brought against the Member for an offence occurring during the Membership Year under the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or similar or amending legislation arising from the Business relating to matters affecting the safety health and welfare of Employees
- ii) an appeal against a conviction arising from such proceedings

but this extension of indemnity shall not apply to the payment of fines and Penalties arising in respect of such proceedings or appeal.

2. Unsatisfied Court Judgments

In the event of a:

- i) judgment for damages being obtained against any company or individual operating from premises within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in any court situated in the aforesaid territories by any Employee or the personal representative of any Employee in respect of Injury of the Employee caused during any Membership Year and arising out of and in the course of employment by the Member in the Business, and
- ii) remaining unsatisfied in whole or in part six months after the date of such judgment

the RPA Administrator will pay to the Employee or the personal representatives of the Employee at the request of the Member the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.

Provided always that:

- i) there is no appeal outstanding against such judgment
- ii) if any payment is made under the terms of this Extension the Employee or the personal representatives of the Employee shall assign the judgment to the RPA Administrator

3. Indemnity to others

- i) The RPA Administrator will indemnify as if they were the Member any party (including any principal) whom under contract or agreement the Member has agreed to indemnify but only to the extent required by such contract or agreement
- ii) The RPA Administrator will indemnify any of the following parties, but only at the request of the Member against legal liability which, if the case were brought by an Employee against the Member, the Member would be indemnified under this Section 3:
 - a) legal or personal representatives of the Member in respect of legal liability incurred by the Member
 - b) any Governor
 - c) any Employee
 - d) the officers, members, committee and voluntary helpers of a Member's canteen and welfare organisations
 - e) the officers and members of a Member's security, rescue, first aid, fire and ambulance services in their respective capacities as such
 - f) the officers, members, committee, voluntary helpers and guests of a Member's sports and social organisations in their respective capacities as such
 - g) the officers or members of a Member's medical organisation other than any doctor, surgeon or dentist while working in a professional capacity
- iii) The RPA Administrator, only at the request of the Member, will indemnify a Subsidiary Company
 - a) for all sums that the Subsidiary Company shall become legally liable to pay:
 1. In respect of Bodily Injury sustained by any employee of the Subsidiary Company arising out of and in the course of employment with the Subsidiary Company caused during any Membership Year in connection with the Business within the Territorial Limits and
 2. In respect of claimants' costs and expenses in connection therewith

b) for:

1. The Subsidiary Company's costs of legal representation at:

- i) any coroner's inquest or inquiry in respect of any death
- ii) proceedings in any court arising out of any alleged breach of statutory duty resulting in Injury

which may be the subject of indemnity under extension 3) iii) a) 1) above

2. All other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under extension 3) iii) a) 1) above incurred with the prior written consent of the RPA Administrator

but only to the extent the Subsidiary Company's activities are related to the Business of the Member and the RPA Administrator has expressly agreed to provide an indemnity under the RPA for the Subsidiary Company's activity, and in relation to liabilities where the Subsidiary Company is not required to arrange compulsory Employers' Liability insurance in accordance with legislation.

4. Corporate Manslaughter and Corporate Homicide Act

Except as may otherwise be subject to indemnity under any other provision of this Arrangement the RPA Administrator will indemnify the Member in respect of legal fees expenses incurred with the RPA Administrator's written consent and any prosecution costs awarded in respect of:

- i) the defence of any criminal proceedings brought against the Member for an offence occurring during the Membership Year under the Corporate Manslaughter and Corporate Homicide Act 2007 or similar or amending legislation including any offence of manslaughter or culpable homicide arising from the Business provided in all cases it relates to matters affecting the safety health and welfare of Employees
- ii) an appeal against a conviction arising from such proceedings

But this extension of indemnity shall not apply to the payment of fines and penalties or the cost of complying with a publicity order or remedial order as defined in the Corporate Manslaughter and Corporate Homicide Act 2007 or similar or amending legislation arising in respect of such proceedings or appeal.

5. Data Protection Legislation (incorporating General Data Protection Regulations (GDPR))

The RPA Administrator will pay the Member in respect of legal fees expenses incurred with the RPA Administrator's written consent in respect of:

- i. the defence of any criminal proceedings brought against the Member in respect of an offence occurring during the Membership Year under the Data Protection Act 1998 or similar or amending legislation
- ii. any appeal against a conviction arising from such proceedings

provided that the Member is registered in accordance with the terms of the Act, in relation to the Data Protection Act 2018 or any similar or amending legislation this requirement will only apply to the extent that such legislation requires registration.

Provided always that the RPA Administrator shall not be liable under this Extension 5

- i) for the payment of fines and Penalties or the costs of complying with a publicity order or remedial order made under the Corporate Manslaughter and Corporate Homicide Act 2007 or any similar or amending legislation
- ii) to indemnify any Governor or Employee who has committed or alleged to have committed any deliberate act if the result could reasonably have been expected having regard to the nature and the circumstances of such act or omission.

6. Data Protection Legislation (incorporating General Data Protection Regulations (GDPR) Compensation

The RPA Administrator will indemnify the Member and at the request of the Member any Governor or Employee in respect of their liability to pay compensation in respect of damage or distress as described under the Data Protection Act 1998 or any similar or amending legislation (the Act), provided always that:

- i) the Member has registered in accordance with the terms of the Act, in relation to the Data Protection Act 2018 or any similar or amending legislation this requirement will only apply to the extent that such legislation requires registration.
- ii) a Claim is first made against the Member during the Membership Year

this extension shall not apply in respect of the cost of replacing, reinstating, rectifying or erasing any personal data.

7. Compensation for Court Attendance

In the event of any Governor of a Member or Employee attending court as a witness at the request of the RPA Administrator in connection with a claim in respect of which indemnity is provided herein the RPA Administrator shall provide compensation to the Member at the following rates per day for each day on which attendance is required.

Any Governor or Employee £250

8. Asbestos

The RPA Administrator will indemnify the Member for all sums which the Member shall become legally liable to pay for damages or compensation arising from claims made during the Membership Year for mental injury, bodily injury, death, disease or illness arising out of actual exposure to asbestos, dust or asbestos containing materials in connection with the Business.

Provided always that the RPA Administrator shall not be liable under this Extension:

- i) for claims relating to exposure occurring prior to the date of the signing of the funding agreement for the relevant academy
- ii) to the extent that an indemnity is provided by an insurance policy
- iii) for claims that the Member had prior knowledge of before opting to join the RPA

Section 3 Exclusions

The RPA Administrator will not provide indemnity for any legal liability where the Member has arranged third party motor liability insurance or is required to arrange compulsory motor insurance or security in accordance with road traffic act legislation in respect of Injury to any Employee of the Member happening during any Membership Year in connection with the Business within the Territorial Limits.

Section 4 – Third Party Public Liability

Third Party Public Liability Expense

The RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules indemnify the Member

1. for all sums that the Member shall become legally liable to pay for damages or compensation in respect of or arising out of:
 - i) Personal Injury
 - ii) property damage
 - iii) nuisance, trespass or interference with any easement right of air, light, water or way

occurring during the Membership Year within the Territorial Limits in connection with the Business

2. against legal liability for claimants costs and expenses in connection with clause 1 above of or in connection with any relevant Extension of this Section.

3. in respect of:

- i) the Member's costs of legal representation at:
 - a) any coroner's inquest or inquiry in respect of any death
 - b) proceedings in any court arising out of any alleged breach of statutory duty which may be the subject of indemnity under clause 1 above or any relevant Extension of this Section
- ii) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under clause 1 above or any relevant Extension of this Section

incurred with the prior written consent of the RPA Administrator

Limit of Liability

Unlimited

Member Retention

Nil

Section 4 Definitions

1. Abuse

Abuse which shall include but not limited to:

- i) acts of hurting or injuring, mentally or physically by maltreatment or ill-use, or
- ii) acts of forcing sexual activity, rape or molestation, or
- iii) repeated or continuing contemptuous coarse or insulting words or behaviour

2. Claim

A written demand for compensation or damages or a written intimation of the intention to seek compensation or damages or where the Member becomes aware of any circumstance which in their opinion could reasonably be expected to give rise to liability for which the RPA is intended to provide coverage.

It being understood that the earliest of these points in time will be deemed to be when the Claim is made.

3. Hirer Any person or organisation to whom the Member has hired part of the premises where that person or organisation does not have or would not be expected to have public liability insurance.

4. Pollution

The discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases or waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water.

5. Property Damage

Loss of or damage to material property.

6. Territorial Limits

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands.

The Territorial Limits also include elsewhere in the world but only in respect of temporary visits to such territories in the course of the Business.

It being understood that the earliest of these points in time will be deemed to be when the Claim is made.

Section 4 Extensions

The following Extensions will apply subject to the Definitions, Exclusions and Conditions of the Rules.

The RPA Administrator will provide indemnity in respect of the following Extensions:

1. Additional Legal Costs

The RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules pay the Member in respect of:

- i) the Member's costs of legal representation at:
 - a) any coroner's inquest or inquiry in respect of any death
 - b) proceedings in any court arising out of any alleged breach of statutory duty resulting in any occurrence

which may be the subject of indemnity under the RPA

- ii) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under the RPA incurred with the RPA Administrator's written consent

2. Defective Premises Act

The RPA Administrator will indemnify the Member in respect of any liability which the Member as previous owners may incur by virtue of the Defective Premises Act 1972 or the Defective Premises Measure (Northern Ireland) 1974 or any similar or amending legislation in connection with any premises which have been disposed of by the Member and which prior to such disposal were occupied by the Member in connection with the Business provided that the indemnity under this Extension shall not cover:

- i) any liability for incidents happening prior to such disposal
- ii) the cost of repairing, replacing or reinstating any defect giving rise to such liability or for the rectification of faulty workmanship
- iii) any Insured liability

3. Legal Defence Costs

The RPA Administrator will pay the Member in respect of legal fees expenses incurred with the RPA Administrator's written consent and any prosecution costs awarded against the Member in respect of:

- i) **Health and Safety at Work etc. Act**
 - a) The defence of any criminal proceedings brought against the Member for an offence occurring during the Membership Year under the

Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or similar or amending legislation provided in all cases it relates to matters affecting safety health and welfare other than of Employees.

b) An appeal against a conviction arising from such proceedings.

ii) Consumer Protection Act

a) The defence of any criminal proceedings brought against the Member in respect of an offence occurring during the Membership Year under Part II of the Consumer Protection Act 1987 or similar or amending legislation.

b) Any appeal against a conviction arising from such proceedings.

iii) Food Safety Act

a) The defence of criminal proceedings brought against the Member for an offence occurring during the Membership Year under the Food Safety Act 1990 or similar or amending legislation.

b) Any appeal against a conviction arising from such proceedings.

iv) Corporate Manslaughter and Corporate Homicide Act

a) The defence of any criminal proceedings brought against the Member or for an offence occurring during the Membership Year under the Corporate Manslaughter and Corporate Homicide Act 2007 or similar or amending legislation including any offence of manslaughter or culpable homicide arising from the Business provided in all cases it relates to matters affecting safety health and welfare other than of Employees.

b) An appeal against a conviction from such proceedings.

v) Data Protection Legislation (incorporating General Data Protection Regulations (GDPR))

a) The defence of any criminal proceedings brought against the Member in respect of an offence occurring during the Membership Year under the Data Protection Act 1998 or similar or amending legislation.

b) Any appeal against a conviction arising from such proceedings.

provided that the Member is registered in accordance with the terms of the Act, in relation to the Data Protection Act 2018 or any similar or amending legislation this requirement will only apply to the extent that such legislation requires registration.

Provided always that the RPA Administrator shall not be liable under paragraphs i) ii) iii) iv) and v) of this Extension 3:

i) for the payment of fines and Penalties or the costs of complying with a publicity order or remedial order made under the Corporate Manslaughter and Corporate Homicide Act 2007 or any similar or amending legislation

ii) to indemnify any Governor or Employee who has committed or alleged to have committed any deliberate act if the result could reasonably have been expected having regard to the nature and the circumstances of such act or omission.

4. Data Protection Legislation (incorporating General Data Protection Regulations (GDPR)) Compensation

The RPA Administrator will indemnify the Member and at the request of the Member any Governor or Employee in respect of their liability to pay compensation in respect of damage or distress as described under the Data Protection Act 1998 or any similar or amending legislation (the Act), provided always that:

- i) the Member has registered in accordance with the terms of the Act, in relation to the Data Protection Act 2018 or any similar or amending legislation this requirement will only apply to the extent that such legislation requires registration
- ii) a Claim is first made against the Member during the Membership Year

this extension shall not apply in respect of the cost of replacing, reinstating, rectifying or erasing any personal data

5. Contingent Motor Liability

Notwithstanding Exclusion 1 i) of Section 4 the RPA Administrator will indemnify the Member against legal liability for Bodily Injury to any person and or Property Damage arising out of the use in the course of the Business of any mechanically propelled vehicle not the property of nor provided by the Member provided always that this indemnity will not apply to legal liability:

- i) in respect of loss of or damage to such vehicle or to property conveyed therein
- ii) in respect of which a Member is entitled to indemnity under an insurance policy
- iii) arising outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- iv) for which a Member is obliged to affect insurance by virtue of compulsory insurance as is required by the Road Traffic Act 1988 or the Road Traffic (Northern Ireland) Order 1981 or any subsequent amending legislation

6. Cross Liability

In respect of a Member's canteen, sports, social and welfare activities and the activities of any sports or social club associated with the Member, it is agreed that if any claim arising out of such activities is made upon any member by any other such member or other person and the claim is such that if made upon the Member the Member would be entitled to indemnity under the RPA, the RPA Administrator will, subject to the terms and Conditions and Exclusions of the Rules, indemnify the said member in respect of such claim.

For the purposes of this indemnity guests and voluntary helpers shall be deemed to be members.

Provided that:

- i) such member is not entitled to indemnity under any insurance policy
- ii) such member shall, as though he were the Member, observe, fulfil and be subject to the terms Exclusions and Conditions of the Rules

7. Indemnity to others

- i) The RPA Administrator will indemnify as if it were the Member any party (including any principal) whom under contract or agreement the Member has agreed to indemnify but only to the extent required by such contract or agreement
- ii) The RPA Administrator will indemnify any of the following parties, but only at the request of the Member against legal liability which, if the case were brought by a third party against the Member, the Member would be indemnified under this Section 4:
 - a) legal or personal representatives of the Member in respect of legal liability incurred by the Member
 - b) any Governor
 - c) any Employee
 - d) lessors where such lessors are required in contract to be indemnified in respect of property, plant or equipment leased to a Member
 - e) the officers, members, committee and voluntary helpers of a Member's canteen and welfare organisations
 - f) the officers and members of a Member's security, rescue, first aid, fire and ambulance services in their respective capacities as such
 - g) the officers, members, committee, voluntary helpers and guests of a Member's sports and social organisations in their respective capacities as such

- h) the officers or members of a Member's medical organisation other than any doctor, surgeon or dentist while working in a professional capacity
- iii) The RPA Administrator, only at the request of the Member will indemnify a Subsidiary Company:
 - a) for all sums that the Subsidiary Company shall become legally liable to pay for damages or compensation in respect of or arising out of:
 - 1. Personal Injury
 - 2. property damage
 - 3. nuisance, trespass or interference with any easement right of air, light, water or way

occurring during any Membership Year within the Territorial Limits in connection with the Business

- b) against legal liability for claimants costs and expenses in connection with extension 7) iii) a) above of or in connection with any relevant Extension of this Section 4.
- c) for:
 - 1. the Subsidiary Company's costs of legal representation at:
 - i) any coroner's inquest or inquiry in respect of any death
 - ii) proceedings in any court arising out of any alleged breach of statutory duty
 - iii) which may be the subject of indemnity under Extension 7) iii) a) above or any relevant Extension of this Section 4
 - 2. all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under clause 7) iii) a) above or any relevant Extension of this Section

incurred with the prior written consent of the RPA Administrator

but only to the extent that the Subsidiary Company's activities are related to the Business of the Member and the RPA Administrator has expressly agreed to provide an indemnity under the RPA for the Subsidiary Company's activity.

8. Obstructing Vehicles

In the event of a mechanically propelled vehicle causing an obstruction to the extent of interfering with the carrying out of the Business then notwithstanding Exclusion 1 i) of Section 4 the RPA Administrator will indemnify the Member in respect of legal liability to pay damages or compensation for Personal Injury or Property Damage arising from the movement of such vehicle by the Member.

Provided that:

- i) such movement shall be limited to the minimum necessary to clear the obstruction
- ii) this Extension shall not apply where an indemnity is provided by any motor insurance contract or where compulsory motor insurance is required by law or where there is a specific insurance policy applying

9. Pollution Clean Up

Where the RPA provides indemnity against liability caused by or arising from Pollution occurring within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands the indemnity shall include Clean Up to the extent not already included within that indemnity.

Provided that the indemnity provided by this Extension shall not:

- i) include Clean Up in or on any property land watercourse or body of water owned leased or rented by a Member
- ii) include the cost of restoration or reintroduction of flora or fauna
- iii) override any RPA Exclusion in respect of Pollution liability which Exclusion shall take precedence to the extent that it conflicts with any provision in this Extension

For the purpose of this Extension the following definitions will apply:

i. Clean Up

The reasonable cost of Remediation incurred by the Member or for which they are legally liable as required by any Enforcing Authority but shall not include the costs of achieving any improvement or alteration in the condition of any property or land or the atmosphere or any watercourse or any body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences.

ii. Enforcing Authority

Any government or statutory authority or body implementing or enforcing environmental protection legislation.

iii. Remediation

Remedying the effect of Pollution.

10. Legionella and Airborne Pathogen

The RPA Administrator will indemnify the Member for all sums which the Member shall become legally liable to pay for damages or compensation arising from Claims made during the Membership Year for Legionella, Pneumophila or the mutants derivatives or variations thereof or airborne pathogens causing Bodily Injury or Property Damage in connection with the Business.

Provided always that the RPA Administrator shall not be liable under this Extension

- i) for claims relating to exposure occurring prior to the date of the signing of the funding agreement for the relevant academy
- ii) to the extent that an indemnity is provided by an insurance policy
- iii) for claims that the Member had prior knowledge of before opting to join the RPA

11. Asbestos

The RPA Administrator will indemnify the Member for all sums which the Member shall become legally liable to pay for damages or compensation arising from claims made during the Membership Year for mental injury, bodily injury, death, disease or illness arising out of actual exposure to asbestos, dust or asbestos containing materials in connection with the Business.

Provided always that the RPA Administrator shall not be liable under this Extension

- i) for claims relating to exposure occurring prior to the date of the signing of the funding agreement for the relevant academy
- ii) to the extent that an indemnity is provided by an insurance policy
- iii) for claims that the Member had prior knowledge of before opting to join the RPA

12. Advertising Liability

The RPA will indemnify the Member for all sums which a Member shall become legally liable to pay as damages or compensation in respect of:

- i) libel, slander or defamation

- ii) any infringement of copyright, or of title, or of slogan
- iii) piracy or unfair competition or idea misappropriation under an implied contract
- iv) any invasion of right of privacy

committed or alleged to have been committed during the Membership Year in any advertisement, publicity article, broadcast or telecast and arising out of the Business.

The RPA Administrator will not indemnify the Member in respect of claims made for:

- i) failure of performance of contract except claims for unauthorised appropriation of ideas based upon alleged breach of an implied contract
- ii) infringement of registered trade mark, service mark or trade name by use thereof as the registered trade mark, service mark or trade name of goods or services sold, offered for sale or advertised except titles or slogans
- iii) incorrect description of any article or commodity
- iv) mistake in advertised price

13. Abuse

The RPA Administrator will indemnify the Member for all sums which the Member shall become legally liable to pay for damages or compensation arising from claims made during the Membership Year for Abuse in connection with the Business.

Provided always that the RPA Administrator shall not be liable under this Extension:

- i) for Abuse that happened prior to the date of the signing of the funding agreement for the relevant academy
- ii) to the extent that an indemnity is provided by an insurance policy
- iii) for claims that the Member had prior knowledge of before opting to join the RPA

14. Compensation for Court Attendance

In the event of any Governor of a Member or Employee attending court as a witness at the request of the RPA Administrator in connection with a claim in respect of which indemnity is provided herein the RPA Administrator will provide compensation to the Member at the following rates per day for each day on which attendance is required.

Any Governor or Employee £250

15. Medical Procedures

The RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules indemnify the Member

1. for all sums that the Member shall become 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 in connection with the Business
2. against legal liability for claimants costs and expenses in connection with clause 1 above
3. in respect of:
 - i) costs of legal representation at:
 - a) any coroner's inquest or inquiry in respect of any death
 - b) proceedings in any court arising out of any alleged breach of statutory duty which may be the subject of indemnity under this Extension 15
 - ii) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under clause 1 above

incurred with the prior written consent of the RPA Administrator.

Provided that the Member complies with the statutory guidance on supporting pupils at school with medical conditions, December 2015 or similar amending statutory guidance.

16. Hirers Liability

The RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules indemnify any Hirer

1. for all sums that the Hirer shall become legally liable to pay for damages or compensation in respect of or arising out of:
 - i) Personal Injury
 - ii) property damage
 - iii) nuisance, trespass or interference with any easement right of air, light, water or way

occurring during the Membership Year in connection and solely and directly arising from the use of the Member's premises or facilities during the period of the hire.

2. against legal liability for claimants costs and expenses in connection with clause 1 above

3. in respect of:

- i) costs of legal representation at:
 - a) any coroner's inquest or inquiry in respect of any death
 - b) proceedings in any court arising out of any alleged breach of statutory duty which may be the subject of indemnity under this Extension 16
- ii) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under clause 1 above

incurred with the prior written consent of the RPA Administrator

Section 4 Exclusions

The indemnity provided under this Section will not apply to or include liability.

1. Arising from or out of the ownership possession or use by or on behalf of the Member of any:

- i) mechanically propelled vehicle or mobile plant other than legal liability arising out of:
 - a) the use of plant as a tool of trade on site
 - b) the use of plant at the premises of the Member
 - c) the loading or unloading of any vehicle
 - d) the unauthorised movement on the Member's premises or contract site

Provided that:

A. indemnity is not provided by any motor insurance contract , or

B. compulsory motor insurance is not required by law

- ii) manned aircraft or other manned aero spatial device
- iii) hovercraft or hydrofoil
- iv) water-borne craft other than:
 - a. hand propelled or sailing craft in inland territorial waters
 - b. water-borne craft not owned by the Member but used by the Member, mechanically propelled water borne craft not exceeding 22 feet in length in inland or territorial waters

provided that there is no specific insurance applying

2. For loss of or damage to any property which at the time of the Occurrence giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Member other than:
 - i) Employees', Governors', guests', pupils' or visitors' personal effects, including vehicles and their contents
 - ii) premises including fixtures, fittings and contents not owned by or leased to or rented to a Member where the Member is undertaking work in connection with the Business
 - iii) premises and their fixtures and fittings, hired, leased, rented or lent to a Member (or Hirer) other than such loss or damage if liability is assumed by the Member under a tenancy or other agreement and would not have attached in the absence of such agreement
 - iv) any property (other than the actual part) on which the Member or any Employee or agent of the Member is or has been working
 - v) consequential losses arising from such loss or damage
3. For Property Damage to that part of any property on which the Member or any Employee or agent of the Member is or has been working.
4. In respect of the Bodily Injury to any Employee arising out of and in the course of employment by the Member in connection with the Business.
5. In respect of Pollution of buildings or other structures or water or land or the atmosphere unless the Pollution is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the Membership Year anywhere in the Territorial Limits.
6. In respect of:
 - i) fines, Penalties or liquidated damages
 - ii) compensation ordered or awarded by a Court of Criminal Jurisdiction
 - iii) aggravated exemplary or punitive damages awarded by any court outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
7. For any occurrence directly or indirectly caused by or contributed to by or arising from:
 - i) contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

- iii) any consequence of war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
8. Arising from or out of an activity of a Subsidiary Company where the activity is not related to the Business of the Member and has not been approved by the RPA Administrator.

Section 5 – Governors Liability

Governors Liability Expense

The RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules indemnify

1. the Member in respect of losses arising as a result of indemnifying an Indemnified Person in accordance with its legal obligations, for Loss arising from Claims made against the Indemnified Person, during a Membership Year.
2. an Inactive Academy Trust that is a former Member in respect of losses arising as a result of indemnifying an Indemnified Person in accordance with its legal obligations, for Loss arising from Claims made against the Indemnified Person, during a Membership Year or any subsequent period up to the point the Inactive Academy Trust is dissolved.

Provided always that the RPA Administrator shall not be liable:

- i) for any Claim where the cause of such claim occurred or that was alleged to have occurred prior to the date of the signing of the funding agreement for the relevant academy
- ii) to the extent that an indemnity is provided by an insurance policy
- iii) for claims that the Member had prior knowledge of before opting to join the RPA
- iv) for claims from an Inactive Academy Trust that was not a Member at the point in time that it became inactive

Limit of Liability

The RPA Administrator's Limit of Liability in respect of each academy shall be £10,000,000 each and every Loss and shall be the maximum aggregate liability of the RPA Administrator from all Losses from an academy whose Academy Trust is a Member during any one Membership Year.

Member Retention

Nil

Section 5 Definitions

Claim

- i) Any suit or proceedings brought by any person or organisation against an Indemnified Person for monetary damages or other relief as a result of a Wrongful Act, or
- ii) any written demand from a person or organisation that it is the intention of such person or organisation to hold one or more Indemnified Persons responsible for the results of any specified Wrongful Act

2. Defence Costs

Reasonable and necessary fees (including legal fees), costs and expenses incurred with the written consent of the RPA Administrator resulting solely from the investigation, adjustment, defence and appeal of any claim or criminal prosecution against an Indemnified Person or representation of an Indemnified Person at any official investigation into the affairs of the Member but shall not include salaries of directors, officers or Employees of the Member.

3. Indemnified Person

- i) Any Governor or any member of the governing body or board of governors of the Member and/or any representative acting solely on behalf of an Indemnified Person
- ii) Any Employee of the Member whilst acting in a managerial capacity with regard to the overall operation of the educational establishment
- iii) Any Employee who is named as a co-defendant in respect of a Claim made against a Governor
- iv) Any past governor in relation to any claim arising as a result of a Wrongful Act committed whilst a Governor

4. Loss

Damages, judgements, settlements and Defence Costs. However Loss shall not include civil or criminal fines or penalties imposed by law, punitive or exemplary damages (other than damages awarded for libel and slander), taxes, any amount for which an Indemnified Person is not legally liable.

5. Wrongful Act

Any actual or alleged breach of duty, breach of trust, neglect, error, misstatement, omission, breach of warranty of authority, libel and slander or any other act committed by any Indemnified Person solely in the course of the Business.

Section 5 Extensions

The following Extensions will apply subject to the Definitions, Exclusions and Conditions of the Rules.

The RPA Administrator will provide indemnity in respect of the following Extensions:

1. Defence Costs incurred by an Indemnified Person in successfully defending themselves against criminal or regulatory proceedings in respect of pollution of any kind which results from a Wrongful Act. Provided that the liability of the RPA Administrator will be limited to £1,000,000 in any one Membership Year for all Indemnified Persons of an academy whose Academy Trust is a Member
2. Defence Costs incurred by an Indemnified Person in respect of successfully defending any criminal proceedings, including those for corporate killing or manslaughter resulting from a Wrongful Act
3. Defence Costs incurred by an Indemnified Person in respect of successfully defending any civil proceedings
4. Defence Costs incurred by an Indemnified Person in defending any civil proceedings in which judgement is given against the Indemnified Person up to the point the judgement is given. All subsequent defence costs incurred by the Indemnified Person in relation to the same proceedings will not be indemnified

Section 5 Exclusions

The indemnity provided under this Section will not apply to or include liability:

1. arising out of, based upon or attributable to the gaining in fact of any personal profit or advantage to which an Indemnified Person was not legally entitled
2. arising out of, based upon or attributable to the committing in fact of any dishonest or fraudulent act
3. arising out of, based upon or attributable to any pending or prior litigation at the Membership Date, or alleging or derived from the same or essentially the same facts as alleged in any pending or prior litigation, or any pending demand, suit or other proceeding or order, decree or judgement entered against any Indemnified Person before the Membership Date

4. arising out of, based upon or attributable to any Personal Injury or damage to Property
5. arising out of, based upon or attributable to, or in any way involving, directly or indirectly any allegation of malicious falsehood
6. in a capacity as trustee or fiduciary under law (statutory or non-statutory including common) or administrator of any pension, profit sharing or employee benefit programme provided that this exclusion shall not be deemed to apply to an Indemnified Person acting in their capacity as a pensions administrator of the Member
7. arising out of, based upon or attributable to, any act or omission which the Indemnified Person knew to be a breach of trust or breach of duty or which was committed by the Indemnified Person in reckless disregard to whether it was a breach of trust or breach of duty or not
8. of the Indemnified Person to pay
 - i) a fine imposed in criminal proceedings, or
 - ii) a sum payable to a regulatory authority by way of a Penalty in respect of non-compliance with any requirement of a regulatory nature (however arising)
9. incurred by the Indemnified Person
 - i) in defending criminal proceedings in which the Indemnified Person is convicted, or
 - ii) in connection with an application for relief in which the court refuses to grant the Indemnified Person relief

Section 6 – Professional Indemnity

Professional Indemnity Expense

The RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules indemnify the Member for all sums that the Member shall become legally liable to pay for damages or compensation in respect of or arising out of Claims made against the Member during a Membership Year.

Provided always that the RPA Administrator shall not be liable:

- i) for any Claim where the cause of such claim occurred or that was alleged to have occurred prior to the date of the signing of the funding agreement for the relevant academy
- ii) to the extent that an indemnity is provided by an insurance policy
- iii) for claims that the Member had prior knowledge of before opting to join the RPA

Limit of Liability

Unlimited

Member Retention

£1,000 each and every loss

Section 6 Definitions

Claim

1. An actual or alleged breach of professional duty including alleged failure to teach committed by the Member or any Governor or Employee of the Member.
2. Libel slander or defamation, written or spoken by the Member or any Governor or Employee of the Member. Provided that the liability of the RPA Administrator in respect of each academy shall be £500,000 each and every loss and shall be the maximum aggregate liability of the RPA Administrator from all losses from an academy whose Academy Trust is a Member during any one Membership Year.
3. Which arises from the physical destruction or damage, loss or mislaying of any document in the care, custody and control of the Member which after diligent search cannot be found. Provided that:

- i) the liability of the RPA Administrator in respect of each academy shall be £500,000 each and every loss and shall be the maximum aggregate liability of the RPA Administrator from all losses from an academy whose Academy Trust is a Member during any one Membership Year
- ii) where the documents are in electronic format the Member can demonstrate to the reasonable satisfaction of the RPA Administrator that the Member had in place sufficient and proper procedures for the security and the daily back-up of documents

Section 6 Exclusions

The indemnity provided under this Section will not apply to or include liability:

1. arising from or out of the ownership, possession or use by or on behalf of the Member of any land, buildings, aircraft, watercraft or mechanically propelled vehicle
2. arising from Personal Injury sustained by any Employee of the Member arising out of and in the course of his/her employment by the Member or for any breach of any obligation owed by the Member to any Employee
3. arising from any dishonest, fraudulent, criminal or malicious act or omission of the Member
4. for any fine or Penalty, punitive, exemplary or non-compensatory damages (other than exemplary damages in respect of libel, slander or defamation)
5. arising from any agreement by the Member in so far as a liability under such agreement exceeds the Member's liability in the absence of such agreement
6. arising from circumstances existing prior to the Membership Date and which the Member ought reasonably to have known might give rise to a loss
7. arising where action for damages is brought in a court of law outside the Territorial Limits, or where action is brought in a court within the Territorial Limits to enforce a foreign judgement
8. arising out of or relating directly or indirectly from, in consequence of or in any way involving pollution
9. arising from any claim for Personal Injury sustained by any person (other than emotional distress arising from any libel, slander or defamation), or for any loss, damage or destruction of property
10. arising from any claim alleging infringement of copyright, patent, registered design, trade mark or passing off and/or any other intellectual property rights

11. in respect of costs and expenses incurred by the Member in the replacement or restoration of any document arising directly or indirectly from the failure or inefficacy of any programme, instruction or data for use in any computer or other electronic data processing device, equipment or system occasioned other than through its physical destruction or damage

Section 7 – Employee and Third Party Dishonesty

Employee and Third Party Dishonesty Expense

The RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules indemnify the Member against the following:

1. Direct pecuniary loss or loss of property belonging to or the responsibility of the Member arising solely and directly from a deliberate act or acts of fraud or dishonesty committed by any Employee of the Member with the clear intention of and which result in improper financial gain for such Employee or for any other person or organisation and which occurs during the Membership Year. Salaries, fees, commissions and other employee benefits including salary increases and promotions shall not constitute improper financial gain.
2. Theft of money, security or other property by computer fraud, or the theft of any of the Member's funds from an account maintained by the Member at a financial institution through fraudulent transfer instructions communicated to such financial institution and which occurs during the Membership Year. Fraudulent transfer instructions shall include fraudulent electronic, telegraphic, cable, facsimile, teletype, telephone or written instructions to debit such account and to transfer, pay or deliver funds from such account and which instructions purport to have come from the Member but which are fraudulently transmitted or issued by a third party, are a forgery or fraudulently altered by a third party.

Limit of Liability

The RPA Administrator's Limit of Liability in respect of each academy shall be £500,000 each and every Loss and shall be the maximum aggregate liability of the RPA Administrator in any one Membership Year for an academy whose Academy Trust is a Member.

Member Retention

The first £500 of each and every Loss other than Losses by a Primary Academy where the Member Retention will be the first £250 each and every Loss.

Section 7 Definitions

Loss

1. All acts of fraud or dishonesty committed by any one Employee or Employees acting in collusion during the continuance of the Academy Trust's membership of the RPA.

Acting in collusion means all circumstances where two or more Employees are involved or implicated together or assist each other materially in committing acts of fraud or dishonesty.

2. Any loss of money, security or other property by computer fraud, or the theft of any Member's funds from an account maintained by the Member at a financial institution through fraudulent transfer instructions communicated to such financial institution.

Section 7 Extensions

The following Extensions will apply subject to the Definitions, Exclusions and Conditions of the Rules.

The RPA Administrator will provide indemnity in respect of the following Extensions:

1. the cost of any special professional audit necessarily incurred with the written consent of the RPA Administrator solely to formulate the amount of loss
2. loss directly resulting from forgery by a third party of any cheque or other financial instrument
3. loss directly resulting from the acceptance in good faith of any counterfeit money orders or current paper currency
4. loss directly resulting from the fraudulent use by a third party of any credit, debit or charge card issued to an Employee by a Member for Business purposes

Section 7 Exclusions

The indemnity provided under this Section will not apply to or include liability:

1. for loss of interest on loss of profits or any kind of consequential loss
2. any loss arising elsewhere than in the Territorial Limits
3. any Loss arising solely and directly from a deliberate act or acts of fraud or dishonesty committed by any Employee of the Member not discovered within 12 months of the termination of employment of the Employee committing the act of fraud or dishonesty, or in the event of Employees acting in collusion, within 12 months of the termination of the last Employee involved in the collusion
4. any loss of money, security or other property by computer fraud, or the theft of any Member's funds from an account maintained by the Member at a financial institution through fraudulent transfer instructions communicated to such financial institution not discovered within 12 months of the loss of money, security, other property or funds.

Section 8 – Money

Money Expense

The RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules indemnify the Member against:

1. loss of Money, the property of the Member or for which the Member is responsible in the course of the Business:
 - i) in transit
 - ii) on the Premises
 - iii) at the private dwelling houses of any authorised Employee or Governor
 - iv) deposited in a bank night safe until removed by a bank official
2. loss or damage to:
 - i) the safe(s) or strongroom(s) including replacement of locks
 - ii) any case, bag, moneybelt or waistcoat used for the carriage of Money following theft or attempted theft therefrom
 - iii) any stamp franking machine
3. damage to clothing and personal effects belonging to any Employee or Governor following robbery or any attempt thereat up to a limit of £500 any one loss

Limit of Liability

The RPA Administrator's Limit of Liability shall be:

Description	Limit any one loss
1. Stamped national insurance cards, crossed cheques, crossed giro cheques, crossed bankers drafts, crossed warrants, national savings certificates, premium savings bonds, franking machine impressions, credit company sales vouchers and VAT invoices	£250,000
2. Money other than described in 1 above not contained in a locked safe in the Member's Premises or in transit or in a bank night safe	£5,000
3. Money other than described in 1 above in locked safes	£10,000
4. Money other than described in 1 above whilst at the private residence of authorised Employees or Governors	£500

5. Any other loss	£500
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Member Retention

The first £100 of each and every loss other than losses by a Primary Academy where the Member Retention will be the first £50 each and every loss.

Section 8 Conditions

It is a condition that:

1. a complete record shall be kept of the Money
2. such record shall be deposited in a secure place other than in the safes containing Money
3. outside business hours the safes shall be kept locked and the keys of the safes shall not be left on the Premises

Section 8 Exclusions

The indemnity provided under this Section will not apply to:

1. shortages due to clerical or accounting errors
2. loss due to fraud or dishonesty of any Employee or Governor
3. loss of Money from unattended vehicles
4. loss or damage arising elsewhere than in the Territorial Limits
5. in respect of loss or damage by burglary, housebreaking or any attempt thereat where there is no visible evidence of violent and forcible entry into or exit from the Premises

Section 9 – Personal Accident

Personal Accident Expense

1. In the event of a Person sustaining Accidental Bodily Injury during the Membership Year, in the course of the Business and within the Territorial Limits the RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules compensate the Member by payment of the appropriate Benefit as set out below.
2. In the event of an Employee sustaining Accidental Bodily Injury during the Membership Year, in the course of the Business within the Territorial Limits and as a result of assault if that Employee's terms and conditions of employment contain an obligation on the employer to maintain personal accident cover the benefit payable by the RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules be either the benefit as set out in the Conditions of Service for School Teachers in England and Wales (the "Burgundy Book") or the National Joint Council for Local Government Services National Agreement on Pay and Conditions of Service (the "Green Book") or the Benefit stated below, whichever is higher.

Section 9 Definitions

1. Person

Any Employee, Governor, volunteer or pupil of the Member.

2. Accidental Bodily Injury

Accidental bodily injury sustained by the Person which solely and independently of any other cause (except illness directly resulting from or medical or surgical treatment rendered necessary as a result of such injury) occasions the death of or loss of disablement to the Person within 24 months from the date such injury is caused.

3. Benefits

i) Accidental Death	£100,000
ii) Permanent Total Disablement	£100,000
iii) Loss of Limb or Eye	£100,000

4. Loss of Eye

Total and Permanent loss of sight in one or both eyes.

5. Loss of Limb

- i) Permanent loss by physical separation of one or more
 - a) hands at or above the wrist
 - b) feet at or above the ankle
- ii) Permanent loss of use of one or more hands or feet

6. Permanent Disability

A condition of disability which in the opinion of the RPA Administrator's medical advisors at 12 months after the date of the incident giving rise to Accidental Bodily Injury is likely to continue without improvement for the rest of the Person's life.

7. Permanent Total Disablement

Permanent Disablement wholly preventing the Person from engaging in or giving attention to the Person's usual business profession or occupation caused other than by Loss of Limb or Eye which disablement lasts without interruption for more than 12 months from the date of the Accidental Bodily Injury.

Member Retention

Nil

Section 9 Exclusions

The RPA Administrator will not pay any benefit to the member if any Accidental Bodily Injury is a result of or is contributed to by:

1. the Person suffering from any disability due to a gradually operating cause
2. the Person being under the influence or being directly or indirectly affected by alcohol or drugs or any condition thereby aggravated other than drugs taken under the direction of a registered medical practitioner (other than for the treatment of drug addiction)
3. suicide, attempted suicide or intentional self-inflicted injury by the Person or from deliberate exposure to danger (except in an attempt to save human life) or from the Person's own criminal act
4. the Person engaging in or taking part in naval, military or air force service or operations

Section 10 – United Kingdom Travel

United Kingdom Travel Expense

1. Baggage and Money

If during a Journey which is wholly within the Territorial Limits and which commences during the Membership Year a Person's Baggage or Money is lost, damaged, stolen or destroyed the RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules compensate the Member on behalf of the Person concerned for the cost of repair or replacement.

The RPA Administrator will pay up to £2,000 per Person for the loss of Money or the cost of replacement as new for Baggage or for the cost of repairs for items that can be economically repaired.

2. Cancellation, Curtailment, Replacement, Rearrangement and Change of Itinerary

If during the Membership Year the Member or the Person is forced to:

- i) cancel a Journey wholly within the Territorial Limits
- ii) curtail a Journey wholly within the Territorial Limits
- iii) replace a Person on a Journey wholly within the Territorial Limits
- iv) rearrange to resume a Journey wholly within the Territorial Limits
- v) change the itinerary of a pre-booked Journey wholly within the Territorial Limits

as a direct and necessary result of any cause outside the Member's or Person's control the RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules compensate the Member for:

- i) deposits and advance payments (on a proportionate basis in respect of curtailment)
- ii) charges for transport
- iii) charges for accommodation and sustenance
- iv) any other charges

reasonably and necessarily incurred and that are forfeit under contract or not otherwise recoverable.

The RPA Administrator will pay up to £1,000 per Person for the cost of the Journey.

Member Retention

Nil

Section 10 Definitions

Baggage

Articles which are the property of the Person or for which the Person is responsible which are taken on or acquired during a Journey.

Journey

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.

Person

Any Employee, Governor, volunteer ,pupil of the Member or other persons;

- i. that were pupils of the Member at the time of booking the Journey
- ii. at the request of the Member and subject to the approval of the RPA Administrator

Section 10 Exclusions

The indemnity provided under this Section will not apply to Journeys cancelled, curtailed or rearranged due to:

1. disinclination to travel
2. the Member's financial circumstances
3. strike or industrial action which existed or of which advance notice had been given on or before the date on which the Journey was booked
4. 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

Section 11 - Overseas Travel (Non UK) Travel Expense, including winter sports

Emergency Assistance +44 (0)203 475 5031

All other claims to be notified via www.rpaclaimforms.co.uk

For general enquiries and assistance:

Telephone: +44 (0) 3300 585 566

Email: rpa@topmarkcms.com

For details of how to access the pre-travel advice please see the reverse of your RPA Membership document.

1. Medical Expenses, Repatriation and Emergency Travel

If during a Journey which commences during the Membership Year a Person sustains bodily injury following an accident or falls ill the RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules compensate the Member on behalf of the Person concerned for:

- i. the cost of medical surgical or other remedial attention treatment or appliances given or prescribed by a Medical Practitioner and all hospital, nursing home and ambulance charges. Dental charges and optical expenses are included only if necessitated by bodily injury following an accident or incurred for emergency treatment. Pregnancy or childbirth expenses are included but only if necessitated by bodily injury following an accident or incurred for pregnancy related illness or complications requiring emergency treatment
- ii) reasonable additional costs in travel, accommodation and repatriation necessarily incurred during a Journey by a Person or any colleague, teacher, relative or friend who have necessarily to travel to or remain with or escort the Person
- iii) the costs of transporting the body or ashes and the Person's Baggage to their normal country of residence

Provided that the liability of the RPA Administrator in respect of each and every loss shall be limited to £10,000,000 per Person.

The indemnity provided will not apply to any expense incurred:

- i) where a Person is travelling or intending to travel against the advice of a Medical Practitioner or for the purpose of obtaining medical treatment or advice

- ii) for hospital treatment provided on an in-patient basis where the 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
- iii) for repatriation or transporting the body or ashes without the prior consent of the Third Party Administrator

Member Retention

Nil

2. Foreign Hospital Confinement

If during a Journey which commences during the Membership Year a Person sustains bodily injury following an accident or falls ill resulting in admission to hospital as an in-patient on the advice of a Medical Practitioner the RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules pay to the Member on behalf of the Person concerned for each full day of hospitalisation up to a maximum of twelve weeks an amount of £75 per day.

If during a Journey which commences during the Membership Year a Person sustains bodily injury following an accident or falls ill resulting in a state of continuous unconsciousness the RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules pay to the Member on behalf of the Person concerned for each full day of continuous unconsciousness up to a maximum of twelve weeks an amount of £75 per day.

The indemnity provided will not apply to any hospitalisation where the 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.

Member Retention

Nil

3. Personal Accident Expense

In the event of a Person sustaining Accidental Bodily Injury during a Journey which commences during the Membership Year, the RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules compensate the Member by payment of the appropriate Benefit as set out below.

Benefits

i)	Accidental Death	£100,000
ii)	Permanent Total Disablement	£100,000
iii)	Loss of Limb or Eye	£100,000

The RPA Administrator will not pay any benefit to the member if any Accidental Bodily Injury is a result of or is contributed to by:

- i) the Person suffering from any disability due to a gradually operating cause
- ii) the Person being under the influence or being directly or indirectly affected by alcohol or drugs or any condition thereby aggravated other than drugs taken under the direction of a registered medical practitioner (other than for the treatment of drug addiction)
- iii) suicide, attempted suicide or intentional self-inflicted injury by the Person or from deliberate exposure to danger (except in an attempt to save human life) or from the Person's own criminal act
- iv) the Person engaging in or taking part in naval, military or air force service or operations

Member Retention

Nil

4. Search and Rescue Expenses

If during a Journey which commences during the Membership Year reasonable additional costs 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

- i) it is known or believed that a Person may have sustained bodily injury or become ill; or
- ii) weather or safety conditions are such that it becomes necessary to do so to prevent a Person from sustaining bodily injury or becoming ill

The RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules indemnify the Member and/or the police or coastguard or other authority responsible for rescue services such reasonable additional costs that have been necessarily incurred.

Provided that the liability of the RPA Administrator in respect of each and every loss shall be limited to £100,000 per event.

The indemnity provided will not apply where the Person or their representative has not made all reasonable attempts to obtain prior approval of the Third Party Administrator or obtained the consent of the Third Party Administrator at the earliest opportunity.

Member Retention

Nil

5. Political and Natural Disaster Evacuation

The RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules compensate the Member on behalf of the Person concerned If during a Journey which commences during the Membership Year reasonable additional cost are incurred to evacuate the Person to the United Kingdom or the nearest place of safety if:

- i) the United Kingdom Foreign and Commonwealth Office issues advice for a particular country or region in which the Person is travelling recommend that the Person leave that country or region, or
- ii) officials of the country in which the Person is travelling recommend that the Person leave the country for safety reasons, or
- iii) a state of emergency is declared in the country where the Person is travelling necessitating immediate evacuation

Provided that the liability of the RPA Administrator in respect of each and every loss shall be limited to:

- i) £10,000 in total per Person
- ii) £80,000 in total per trip

The indemnity provided will not apply to any expense incurred as a result of:

- i) the Member or the Person violating the laws or regulations of the country in which they are travelling
- ii) the Member or the Person failing to produce or maintain immigration work residence or similar visas permits or other relevant documentation for the country to which they are travelling
- iii) evacuation of nationals of the country involved
- iv) disinclination of the Person to continue a Journey
- v) evacuation undertaken without the prior consent and agreement of the Third Party Administrator

- vi) circumstances more specifically covered under the Cancellation Curtailment Replacement Rearrangement and Change of Itinerary section

Member Retention

Nil

6. Baggage

If during a Journey which commences during the Membership Year a Person's Baggage is lost, damaged, stolen or destroyed the RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules compensate the Member on behalf of the Person concerned for the cost of repair or replacement.

The RPA Administrator will pay the cost of replacement as new for Baggage or for the cost of repairs for items that can be economically repaired. Provided that the liability of the RPA Administrator in respect of each and every loss shall be limited to:

- i) £500 per item that is not electrical, audio or visual equipment or hired winter sports equipment
- ii) £1,000 per item of electrical, audio or visual equipment
- iii) £2,000 per item of business equipment owned by the Member or for which the Member is responsible
- iv) £1,000 in total per Person for hired winter sports equipment
- v) £2,000 in total per Person

The indemnity provided will not apply to any expense incurred as a result of loss or damage due to:

- i) moth, Vermin, wear and tear, atmospheric or climatic conditions or gradual deterioration, mechanical or electrical failure or any process of cleaning, restoring repairing or alteration
- ii) confiscation or detention by customs or any other competent authority
- iii) any Baggage insured under a policy of insurance
- iv) loss of or theft of electrical, audio or visual equipment from any unattended vehicle unless such equipment was out of sight in a locked compartment

Member Retention

The first £50 of each and every loss.

7. Money

If during a Journey which commences during the Membership Year a Person's cash or signed travellers cheque belonging to the Person or a debit, credit or charge card for which the Person is the authorised cardholder is lost, damaged, stolen or destroyed the RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules compensate the Member on behalf of the Person concerned for the loss of cash or signed travellers cheque or for any financial loss incurred directly as a result of the debit, credit or charge card being used fraudulently.

Provided that the liability of the RPA Administrator in respect of each and every loss shall be limited to:

- i) £750 in total per Person
- ii) £5,000 in total per event

The Third Party Administrator will provide assistance in replacing cash lost or stolen during a Journey. The value of any cash advance will be deducted from any subsequent claim. If a claim is not made the cash advance must be reimbursed to the Third Party Administrator.

The indemnity provided will not apply to:

- i) loss due to devaluation of currency or shortages due to errors or omissions during monetary transactions
- ii) loss due to confiscation or detention by customs or any other competent authority
- iii) loss of or theft of cash, signed travellers cheques, debit, credit or charge cards where evidence is not provided that the loss was reported to the police or other appropriate authority within forty eight hours of the discovery of the loss
- iv) loss from fraudulent use of a debit, credit or charge card by:
 - a) the Person
 - b) a member of the family of the Person
 - c) an Employee of the Member where the debit, credit or charge card is issued on behalf of the Member
- v) cash, signed travellers cheques, debit, credit or charge cards insured under a policy of insurance
- vi) loss of or theft of cash, signed travellers cheques, debit, credit or charge cards from any unattended vehicle unless such cash, signed travellers cheques, debit, credit or charge cards was out of sight in a locked compartment

Member Retention

The first £50 of each and every loss.

8. Travel Documents

If during a Journey which commences during the Membership Year or during a period of seventy two hours immediately preceding the commencement of a Journey a Person sustains loss or damage to a passport, visa, travel tickets, driving licence or other essential travel document that belongs to the Person the RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules compensate the Member on behalf of the Person any reasonable additional costs for travel accommodation and other associated cost necessarily incurred to enable the Person to obtain such essential replacement travel documents.

Provided that the liability of the RPA Administrator in respect of each and every loss shall be limited to £2,000 in total per Person and /or trip.

The Third Party Administrator will provide assistance in replacing lost or stolen tickets, passport or other travel documents.

The indemnity provided will not apply to:

- i) loss due to confiscation or detention by customs or any other competent authority
- ii) loss of or theft of travel documents where evidence is not provided that the loss was reported to the police or other appropriate authority within forty eight hours of the discovery of the loss
- iii) travel documents insured under a policy of insurance
- iv) loss of or theft of travel documents from any unattended vehicle unless such travel documents were out of sight in a locked compartment.

Member Retention

The first £50 of each and every loss.

9. Cancellation, Curtailment, Replacement, Rearrangement and Change of Itinerary

If during the Membership Year the Member or the Person is forced to:

- i) cancel a Journey
- ii) curtail a Journey
- iii) replace a Person on a Journey
- iv) rearrange to resume a Journey
- v) change the itinerary of a pre-booked Journey

as a direct and necessary result of any cause outside the Member's or Person's control the RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules compensate the Member for:

- i) deposits and advance payments (on a proportionate basis in respect of curtailment)
- ii) charges for transport
- iii) charges for accommodation and sustenance
- iv) evacuation costs
- v) any other charges

Provided that the liability of the RPA Administrator in respect of each and every loss shall be limited to:

- i) £4,000 in total per Person
- ii) £250,000 in total per trip

The indemnity provided will not apply to Journeys cancelled, curtailed or rearranged due to:

- i) disinclination to travel
- ii) the Member's or Person's financial circumstances
- iii) strike or industrial action which existed or of which advance notice had been given on or before the date on which the Journey was booked
- iv) 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

Member Retention

Nil

10. Disruptive Pupils

If during a Journey which commences during the Membership Year the Member is forced to return a disruptive pupil to their normal place of residence the RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules compensate the Member for:

- i) reasonable charges for transport of the disruptive child and authorised accompanying adult

- ii) other essential expenses of the disruptive child and authorised accompanying adult
- iii) reasonable expenses incurred for the return of the authorised accompanying adult or substitute adult in re-joining the original Journey

Provided that the liability of the RPA Administrator in respect of each and every loss shall be limited to £5,000 in total event.

Member Retention

The first £500 of each and every loss.

11. Missed International Connection or Departure

If during a Journey which commences during the Membership Year a Person misses an international connection or departure because the scheduled aircraft, ship, train or coach fails to arrive at the published expected time of arrival the RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules compensate the Member for the reasonable costs of travel, accommodation and subsistence which are necessarily incurred less any amount recoverable elsewhere.

Provided that the liability of the RPA Administrator in respect of each and every loss shall be limited to £1,000 in total per Person.

The indemnity provided is subject to:

- i) the RPA Administrator being provided with written confirmation from the relevant travel provider detailing the actual time of arrival of the scheduled aircraft, ship, train or coach and written confirmation from the connecting operator that the connection has been missed as a direct result of the late arrival of the scheduled aircraft, ship, train or coach
- ii) The Person accepting alternative equivalent means of transport if this is offered by the travel provider

Member Retention

Nil

12. Kidnap Consultants Costs

If during a journey which commences during the Membership Year a Person is kidnapped or allegedly kidnapped the RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules compensate the Member on behalf of the Person any reasonable and necessary fees and expenses of the consultants chosen by the RPA Administrator to investigate and negotiate the release of a Person

which has been incurred in response to a kidnap including but not limited to costs of travel accommodation and qualified interpretation.

Provided that the liability of the RPA Administrator in respect of each and every loss shall be limited to £250,000 in total per Person and /or trip.

Any incident that could potentially lead to a claim under this section must be notified immediately to the Third Party Administrator.

The indemnity provided will not apply to any consideration paid or promised by the Member to a person or group believed to be responsible for the kidnap which is incurred to terminate the kidnap.

Member Retention

Nil

13. Piste Closure

If during a Journey which commences during the Membership Year as a result of not enough, or too much snow all resort lift systems are closed for more than twelve hours the RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules compensate the Member on behalf of the Person the cost of transport to the nearest resort or an amount of £35 per full day of closure.

Provided that the liability of the RPA Administrator in respect of each and every loss shall be limited to £350 in total per Person.

The indemnity provided is subject to the RPA Administrator being provided with a written statement from the management of the resort confirming the reason for the closure and how long it lasted.

Member Retention

Nil

14 Personal Liability

If during a Journey which commences during the Membership Year a Person becomes legally liable to pay damages in respect of:

- i) Personal Injury to any person
- ii) the illness of any person
- iii) the accidental loss or damage to the property of any person

The RPA Administrator shall:

- i) indemnify the Person for any such damages incurred by them ; and
- ii) pay any costs and/or expenses incurred by a claimant arising out of i) ii) or iii) above and which are recoverable by the claimant
- iii) pay any other costs and expenses incurred with the Third Party Administrators prior written consent

Provided that the liability of the RPA Administrator in respect of each and every loss shall be limited to £5,000,000 in total per Person.

The indemnity provided will not apply to:

- i) loss or damage to property belonging to or held in trust by or which is in the custody or control of Member or Person or any Employee of the Member or any member of the immediate family of the Person;
- ii) injury or illness to any member of the immediate family of the Person;
- iii) injury illness loss or damage arising directly or indirectly as a result of the ownership possession or use of any:
 - a) mechanically propelled vehicle
 - b) aircraft or motorised watercraft; or
 - c) firearm (other than sporting guns)
- iv) injury illness loss or damage arising directly or indirectly in connection with
 - a) any malicious or unlawful act;
 - b) any deliberate act that is intended by the Person other than where the Person uses reasonable force to protect persons or tangible property
- v) The ownership possession or occupation of land or buildings
- vi) damages resulting from venereal disease sexually transmitted diseases Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition
- vii) Any fines or penalties
- viii) damages resulting from a Person engaging in aviation as a pilot of a fixed wing or rotary propelled aircraft

Member Retention

Nil

15 Legal Expenses

If during a Journey which commences during the Membership Year a Person sustains Personal Injury or illness caused by a third party during a Journey the RPA Administrator shall indemnify the Person for Legal Expenses incurred in pursuit of a claim for damages or compensation against the third party.

The RPA Administrator will also indemnify reasonable additional travel and accommodation costs necessarily incurred by a Person in connection with the requirement to attend court.

Provided that the liability of the RPA Administrator in respect of each and every loss shall be limited to £50,000 per Person.

The indemnity provided will not apply to any expense incurred:

- i) without the prior approval of the Third Party Administrator. The Third Party Administrator will give prior consent if the Person satisfies the Third Party Administrator that:
 - a) There are reasonable grounds for pursuing the legal proceedings and it is reasonably likely that such an action shall be successful; and
 - b) It is reasonable for Legal Expenses to be provided in a particular case
- ii) for any Legal Expenses incurred for the defence in any civil claim or legal proceedings made or brought by a third party against the Person
- iii) any fines or penalties
- iv) any Legal Expenses incurred in connection with any criminal or wilful act
- v) any Legal Expenses incurred in the pursuit of any claim against a travel agent tour operator insurer or their agents which are eligible for consideration under an arbitration Scheme
- vi) any claim or circumstance notified more than twenty four months after the incident from which the cause of action arose

Member Retention

Nil

Section 11 Definitions

Accidental Bodily Injury

Accidental bodily injury sustained by the Person which solely and independently of any other cause (except illness directly resulting from or medical or surgical treatment

rendered necessary as a result of such injury) occasions the death of or loss of disablement to the Person within 24 months from the date such injury is caused.

Baggage

Articles which are the property of the Person or for which the Person is responsible which are taken on or acquired during a Journey. Baggage includes hired winter sports equipment that is not insured by the hirer and equipment owned by the Member or for which the Member is responsible.

Journey

- i) A school trip, excursion or work experience placement anywhere in the world which is related to education; commences during the Membership Year; is authorised by the Member and involves travel outside of the school boundaries
- ii) A trip by any Employee or Governor in connection with the Business anywhere in the world which commences during the Membership Year; is authorised by the Member and involves travel outside of the school boundaries.

Legal Expenses

- i) Any fees expenses and other disbursements reasonably incurred by a solicitor firm of solicitors or any other appropriately qualified person firm or company appointed to act on behalf of the Person including costs and expenses of expert witnesses;
- ii) any costs payable by a Person following an award of costs by any court or tribunal and any costs payable following an out of court settlement made in connection with any claim or legal proceedings.

Loss of Eye

Total and Permanent loss of sight in one or both eyes.

Loss of Limb

- i) Permanent loss by physical separation of one or more
 - a) hands at or above the wrist
 - b) feet at or above the ankle
- ii) Permanent loss of use of one or more hands or feet

Medical Practitioner

Doctor or specialist who is registered or licensed to practice medicine or dentistry under the laws of the country in which they practice and who is not the Person, a member of the immediate family of the Person.

Permanent Disability

A condition of disability which in the opinion of the RPA Administrator's medical advisors at 12 months after the date of the incident giving rise to Accidental Bodily Injury is likely to continue without improvement for the rest of the Person's life.

Permanent Total Disablement

Permanent Disablement wholly preventing the Person from engaging in or giving attention to the Person's usual business profession or occupation caused other than by Loss of Limb or Eye which disablement lasts without interruption for more than 12 months from the date of the Accidental Bodily Injury.

Person

Any Employee, Governor, volunteer, pupil of the Member or other persons;

- i. that were pupils of the Member at the time of booking the Journey**
- ii. at the request of the Member and subject to the approval of the RPA administrator**

Section 11 Conditions

- i) Any Person participating in organised sports and physical leisure activities, hiking, trekking, mountaineering, rock climbing, pot-holing, caving, diving and outward bound activities must be supervised by persons with a reasonable standard of proficiency in the activity in which the Person is participating
- ii) Any person participating in caving, pot-holing, weaseling and climbing based activities must wear appropriate safety helmets
- iii) Any person in charge of any canoeing or sailing of any kind including the use of powered vessels must have achieved a reasonable standard of sailing and navigational competence
- iv) Life jackets or buoyancy aids must be worn by any Person participating in yachting, canoeing or sailing
- v) Any person participating in skiing, snowboarding, glacier walking or the use of ski-bobs or toboggans must wear appropriate safety helmets
- vi) Any person participating in any activity must wear appropriate safety equipment if instructed to by the adult supervising the activity
- vii) Winter sports cover is restricted to:
 - a) Persons engaging in skiing, snowboarding, glacier walking, curling, skating, the use of ski-bobs and toboggans where the Person has been judged by a qualified instructor to have appropriate experience and is under the supervision of qualified instructors or teachers

- b) transits by lifts and recognised paths to and from skiing, boarding or ski-bob pistes under the supervision of qualified instructors or teachers;
 - c) unaccompanied use of nursery ski slopes or skating with the consent of a qualified instructor
- vii) Persons participating in skiing, snowboarding, glacier walking, curling, skating or the use of ski-bobs or toboggans must wear appropriate safety equipment

Section 11 Exclusions

The indemnity provided by Section 11 will not apply in respect of any expenses or loss arising from:

- i) Drug or alcohol abuse by any Person making a claim under this Section 11
- ii) A Journey to countries and specific areas in countries where at the time of booking or departure the Foreign and Commonwealth Office are advising against all travel or all non-essential travel but this exclusion shall not apply to Section 11.9 where the Foreign and Commonwealth Office publishes such advice after the time of booking the Journey

Medical and Security Assistance

The Third Party Administrator operates a multi-dimensional medical and security model supported by a 24/7 call centre who manage over 250 languages and is operated by technicians from Navy, Army, Police and Medic backgrounds.

The Third Party Administrator has access to over 10,000 service providers and maintains capability in every country in the world.

Services provided:

- i) Personalised Security detail
- ii) Kidnap and Ransom security experts
- iii) Field Medic attendance
- iv) International medical response
- v) Dedicated and approved medical facilities
- vi) Medical crisis management
- vii) Remote medical provision
- viii) Tracking (vehicles and personnel)
- ix) Security audits and assistance

- x) Live access to medical and security profiles for every country
- xi) Mass warn and inform alerts to members of an event and guidance
- xii) E-Learning for Travel, Safety and Security Topics

Contact Details

Emergency Assistance +44 (0)203 475 5031

All other claims to be notified via www.rpaclaimforms.co.uk

For general enquiries and assistance:

Telephone: +44 (0) 3300 585 566

Email: rpa@topmarkcms.com

For details of how to access the pre-travel advice please see the reverse of your RPA Membership document

Section 12 – Legal Expenses

Legal Expenses Expense

The RPA Administrator will at the request of the Member and subject to the Definitions, Extensions, Exclusions and Conditions of the Rules indemnify the Member:

1. for reasonable and necessary costs to defend the Member's legal rights:
 - i) prior to the issue of legal proceedings in a court or tribunal following the dismissal of an Employee; or
 - ii) in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme; or
 - iii) in legal proceedings in respect of any dispute with Employees or ex-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
2. for any basic or compensatory award and/or an order for compensation following a breach of the Member's statutory duties under employment legislation
3. for reasonable and necessary costs to defend the Member's legal rights following civil action taken against the Member for wrongful arrest in respect of an accusation of theft
4. for reasonable and necessary costs to negotiate for the Member's legal rights in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by or on behalf of the Member for the purchase, hire, sale or provision of goods or of services
5. for reasonable and necessary costs to negotiate on behalf of the Member in respect of an extensive examination by HM Revenue & Customs or the Charity Commission which considers all aspects of the Member's tax affairs, including one or more specific aspects of the Member's self-assessment and/or corporation tax return
6. for reasonable and necessary costs to negotiate on behalf of the Member and represent the Member in any dealings with HM Revenue & Customs in respect of an examination by HM Revenue & Customs to measure the level of compliance in the Member's financial accounting records to highlight areas where errors have or may occur
7. for reasonable and necessary costs to negotiate on behalf of the Member and represent them in any appeal proceedings in respect of any dispute concerning the Members' compliance with Pay As You Earn or Social Security Regulations following a review by HM Revenue & Customs or the Charity Commission

8. for reasonable and necessary costs to negotiate on behalf of the Member and represent them in any appeal proceedings following an assessment issued by HM Revenue & Customs in respect of Value Added Tax
9. for reasonable and necessary costs to defend the Member's legal rights following civil action taken against the Member by the parents or guardians of a student who has been permanently excluded on behalf of the Member under the Education Act 2002 or similar or amending legislation
10. for reasonable and necessary costs to represent the Member at an appeal arranged under Section 94 of the School Standards and Framework Act 1998 or similar or amending legislation

which are incurred within the Territorial Limits and relate to incidents that occur during the Membership Year.

Provided always that:

- i) any legal proceedings will be dealt with by a competent body in the Territorial Limits; and
- ii) in civil claims it is always more likely than not that the Member will recover damages (or obtain any other legal remedy which the RPA Administrator has agreed to) or make a successful defence

Limit of Liability

The RPA Administrator's Limit of Liability shall be £100,000 each and every Loss and shall be the maximum aggregate liability of the RPA Administrator each and every loss and in total from an academy whose Academy Trust is a Member during any one Membership Year.

Member Retention

The first £500 of each and every loss other than losses by a Primary Academy where the Member Retention will reduce to £250 each and every loss.

Section 12 Conditions

1. In cases relating to performance and/or conduct the Member has throughout the employment dispute followed the ACAS Code of Disciplinary and Grievance Procedures as prepared by the Advisory Conciliation and Arbitration Service.
2. The Member has taken reasonable care to ensure that all tax and Value Added Tax returns are complete and correct and that such returns are submitted within the statutory time limits allowed.

3. Notification to the Third Party Administrator must be made before any legal costs are incurred.

Section 12 Exclusions

The indemnity provided under this Section will not apply to:

1. any compensation award relating to:
 - i) Non-payment of money due under the relevant contract of employment or statutory provision relating thereto
 - ii) any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made, including non-compliance with a reinstatement or re-engagement order
2. costs relating to contract disputes involving the following:
 - i) a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of the lease, licence or tenancy agreement
 - ii) a loan, mortgage, pension or other financial product
 - iii) a motor vehicle owned by, or hired or leased to the Member
3. costs relating to debt recovery
4. costs related to HM Revenue & Customs or the Charity Commission investigations:
 - i) arising from a tax avoidance scheme
 - ii) caused by the failure of the Member to register for Value Added Tax
 - iii) arising from any investigation or enquiries undertaken by HM Revenue & Customs, Special Investigations Section or Special Civil Investigations or the Revenue & Customs Prosecution Office
 - iv) arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences
5. costs related to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property secrecy and confidentiality agreements
6. costs arising from incidents deliberately or intentionally caused by the Member, Governor or Employee
7. costs and expenses incurred before the written acceptance of a claim by the Third Party Administrator

8. special severance payments being payments to Employees, contractors and others outside of normal statutory or contractual requirements when leaving employment in public service whether they resign, are dismissed or reach an agreed termination of contract
9. costs and expenses incurred in taking legal action in any other circumstances not described in Section 12 as a Legal Expenses expense

Section 13 – Cultural Assets

Cultural Assets Expense

Subject to the Definitions, Extensions, Exclusions and Conditions of the Rules, in the event of physical loss or physical damage during any Membership Year the RPA Administrator will pay to the Member the Reinstatement Cost of the Cultural Asset at the time of the DAMAGE or at the RPA Administrator's option to reinstate or replace such property or any part of it.

1. Reinstatement Cost

Subject to the Limit of Liability in the event of DAMAGE to a Cultural Asset the basis upon which the amount payable is to be calculated is set out below:

If an item is damaged:

- i) the cost of restoration plus
- ii) any depreciation of the item

If the item is lost or damaged beyond economic repair:

- i) in respect of a Cultural Asset that is owned by the Member the market value immediately prior to the loss of that item
- ii) in respect of a Cultural Asset that is loaned to the Member the value stated on the loan agreement or the Member's liability to the owner, whichever is the lesser

2. Reinstatement Conditions

- i) If any Cultural Asset is to be restored, replaced or the Market Value paid by the RPA Administrator the Member shall at the expense of the Member provide evidence of the Market Value of the Cultural Asset, except
 - a. where the value has been provided by the RPA Valuation Service, or
 - b. in the case of loaned items, the value stated in the loan agreement.
- ii) If any Cultural Asset is to be restored, replaced or the Market Value paid by the RPA Administrator the Member shall at the expense of the Member provide evidence of the Cultural Asset is owned by or on loan to the Member.
- iii) If any Cultural Asset is to be restored the restoration costs must be less than the Market Value.

- iv) If any Cultural Asset which has an increased value because it forms part of a pair or set is lost or damaged, payments made by the RPA Administrator will take account of the increased value.
- v) If the RPA Administrator pays the full Market Value of an item, pair or set the RPA Administrator will own it and have the right to take possession of it.

Limit of Liability

The RPA Administrator's Limit of Liability shall be £10,000 on any one Cultural Asset and £250,000 any one loss of multiple Cultural Assets.

Member Retention

The first £100 of each and every loss other than:

- i) Losses by a Primary Academy where the Member Retention will be the first £50 each and every loss
- ii) Where the incident giving rise to the loss also involves a claim under Section 1 (Material Damage) the Member Retention applicable to the Cultural Asset loss will be nil

Section 13 Definitions

Antique

An old collectable item desirable because of its age, beauty, rarity, condition, utility or other unique features. An object that represents a previous era or time period in human society.

Collectable

An object regarded as being of value or interest to a collector.

Cultural asset

Work of Art, Collectable, Heritage Asset or Antique excluding a Work of Art, Collectable, Heritage Asset or Antique that is insured.

DAMAGE

Any accidental loss of, destruction of or damage to the Property, including damage caused by subsidence or as a result of terrorism but excluding loss of, destruction of, or damage to Property by any circumstance set out in Section 13 exclusions.

Heritage asset

A tangible asset with historical, artistic, scientific, technological, geophysical or environmental qualities that is held and maintained principally for its contribution to knowledge and culture.

Market Value

The value provided by the RPA Valuation Service.

In the absence of a value provided by the RPA Valuation Service Market Value shall mean the price which would reasonably be expected to be paid for a Cultural Asset by a willing buyer to a willing seller in an arm's length transaction after property marketing wherein the parties had acted knowledgeably, prudently and without compulsion.

RPA Valuation Service

The service provided by the RPA to value Cultural Assets on behalf of Members and as detailed in the RPA membership pack issued to Members on an annual basis.

Work of art

A work of art, artwork, art piece, piece of art or art object that is an aesthetic physical item or artistic creation.

Section 13 Extensions

The following Extensions will apply subject to the Definitions, Exclusions and Conditions of the Rules.

1. Cultural Assets on loan

The repair or reinstatement costs following DAMAGE to Cultural asset lent by or to the Member but only where a written loan agreement for each Cultural Asset has been entered into. The loan agreement shall include the value of the item, not to exceed the Market Value of the Cultural Asset.

2. Temporary Removal

DAMAGE to a Cultural Asset whilst temporarily removed from the Premises for provision of education, lesson preparation, cleaning, renovation, repair or other similar purposes elsewhere and in transit thereto and therefrom by road, rail or inland waterway within the Territorial Limits.

Whilst in transit a Cultural Asset must be adequately packed and secured having regard to the nature of the Cultural Asset and the circumstances of the transit.

Section 13 Exclusions

Section 13 does not cover;

1. DAMAGE caused by or consisting of:

- i) gradual deterioration, wear and tear, frost
- ii) inherent vice, latent defect
- iii) faulty or defective construction, workmanship, design or the use of faulty materials
- iv) any process of heating, drying, cleaning, washing, dyeing, alteration, repair, restoration, maintenance, dismantling, decoration
- v) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
- vi) misuse or mechanical or electrical breakdown or derangement

but this shall not exclude subsequent DAMAGE or CONSEQUENTIAL LOSS which itself results from a cause not otherwise excluded.

2. DAMAGE caused by or consisting of:

- i) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, Vermin, insects, moths, fungus, mould or infestation
- ii) change in temperature, colour, flavour, texture or finish

but this shall not exclude:

- a) such DAMAGE not otherwise excluded which itself results from a Defined Peril or from any other accidental loss destruction or damage
- b) subsequent DAMAGE itself results from a cause not otherwise excluded

3. DAMAGE caused by or consisting of:

The confiscation, deliberate damage or destruction by or under order of any government or public or local authority.

4. DAMAGE caused by pollution or contamination:

but this shall not exclude destruction of or damage to the Property not otherwise excluded caused by:

- i) pollution or contamination which itself results from a Defined Peril
- ii) a Defined Peril which itself results from pollution or contamination

5. DAMAGE caused by or consisting of:

- i) acts of fraud or dishonesty by a Member or by any Governor or Employee but this shall not exclude theft not otherwise excluded caused by or with the connivance of an Employee
- ii) disappearance, unexplained or inventory shortage, misfiling or misplacing of information or shortages due to error or omission
- iii) the voluntary parting with title or possession of any Property if induced by any fraudulent scheme, trick, device or false pretence

6. DAMAGE caused by or consisting of:

- i) Consequential loss of any kind or description
- ii) Fines, liquidated damages, penalties for delay or detention or in connection with guarantees of performance or efficiency or loss of use
- iii) Any Cultural Asset Insured by or on behalf of the Member, except where the Cultural Asset has been insured by the Member only in relation to the value of the Cultural Asset that is in excess of the Limits of Liability stated in Section 13 (Cultural Assets)

7. DAMAGE caused by or consisting of theft or attempted theft.

- i) by any person lawfully on the premises unless as a result of or in connection with actual or threatened assault or violence or use of force at the premises against the Member or any Employee or any other person lawfully on the premises, or
- ii) of property in transit whilst the vehicle is left unattended unless the following security precautions have been complied with:
 - a) all doors, windows and other openings are securely locked and properly fastened and the keys removed from the vehicle
 - b) any alarm and immobiliser shall be switched on and made fully operational

and outside the working day of the driver it is either:

- d) garaged in a securely locked building of substantial construction, or
- e) in a compound which has secure walls and fences with all exit points secured by locked gates, or
- f) in a permanently guarded security park

8. DAMAGE caused by or consisting of:

- i) damage to Data which shall include but shall not be limited to:
 - a) loss, destruction or corruption of Data whether in whole or in part
 - b) unauthorised appropriation, use, access to, or modification of Data
 - c) unauthorised transmission of Data to any third parties
 - d) damage arising out of any misinterpretation, use or misuse of Data
 - e) damage arising out of any operator error in respect of Data
- ii) damage to the Property arising directly or indirectly from:
 - a) the transmission or impact of any Virus
 - b) unauthorised access to a System
 - c) interruption of, or interference with, electronic means of communication used in the conduct of the Business including but not limited to any diminution in the performance of any website or electronic means of communication
 - d) failure of a System
 - e) anything described in 8. i) above

But in respect of 8. ii) a) 8. ii) b) 8. ii) c) 8. ii) d) this shall not exclude subsequent DAMAGE arising directly or indirectly therefrom which itself results from a Defined Peril not otherwise excluded provided that such DAMAGE arising directly or indirectly therefrom does not arise by reason of any malicious act or omission.

Definitions applicable to this Exclusion

- i) Data

Information represented or stored electronically including but not limited to code or series of instructions, operating systems, software programs and firmware.

ii) Failure of a System

The complete or partial failure or inability whether in terms of availability, functionality and/or performance or otherwise of a System whether or not owned by the Member to operate at any time, as desired, as specified or as required in the circumstances of the Business.

iii) System

System includes computers, other computing and electronic equipment linked to computer hardware, electronic data processing equipment, Microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation.

iv) Microchip

A unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly including integrated circuits and microcontrollers.

v) Virus

Programming code designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks, extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self-replication or not.

9. DAMAGE caused by or consisting of:

- i) contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

General Condition to Section 13

- i) The indemnity provided by the RPA shall not be invalidated by workmen in and about the Premises for the purpose of carrying out minor alterations, decoration, repairs, general maintenance or the like.
- ii) The Member must take reasonable steps to protect the Cultural Asset against loss or damage and to keep it in good condition and repair. If in the event of loss or damage the RPA Administrator determines that the loss or damage has been caused or adversely impacted directly by the Member's failure to comply

with this condition the RPA Administrator may refuse to restore, replace or pay the Market Value, or reduce the amount of any payment they may make.

General Exclusion

War and Allied Risks

The RPA does not cover loss or destruction of or damage to property, injury, death, disablement or any consequential loss arising directly or indirectly therefrom occasioned by or happening through:

1. war, invasion, act of foreign enemy hostilities or warlike operations (whether war be declared or not), civil war
2. mutiny, civil commotion, assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution military or usurped power
3. the destruction of property by order of any public authority (other than as set out in the Public Authorities Extension to Section 1).
4. permanent or temporary dispossession resulting from confiscation, nationalisation, commandeering or requisition by any lawfully constituted authority
5. permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person

provided that the RPA Administrator is not relieved of any liability to the Member in respect of loss or destruction of or damage to property occurring before dispossession or during temporary dispossession which is otherwise covered by the RPA.

The RPA also excludes loss or destruction of or damage to property, injury, death, disablement or any consequential loss caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to War and Allied Risks.

In any action suit or other proceeding where the RPA Administrator alleges that by reason of the provisions of this Exclusion any loss or destruction of or damage to property, injury, death, disablement or any consequential loss is not covered by the RPA the burden of proving that such loss or destruction of or damage to property, injury, death, disablement or any consequential loss is covered shall be upon the Member.

This General Exclusion shall not apply to Section 3, Employers' Liability.

Claims Guidelines

General

The following Claims Guidelines shall apply to all Sections inclusive unless stated otherwise. The claims process will be administered by the Third Party Administrator (TPA).

Action by the Member

1. Claims intake

Claims will be accepted by the TPA regardless of the method used to notify the claim.

i) Dedicated TPA portal

An online portal is available for Members to notify claims directly to the TPA.

www.rpaclaimforms.co.uk

Members will receive instructions for access and use upon joining the RPA and will be required to log in with required information.

Members are encouraged to utilise the dedicated TPA portal to notify claims in keeping with the “digital by default” ethos.

The aim of the dedicated TPA portal is to ensure quick notification and to provide for easy transmission of documentation and contact particulars which will assist the TPA to manage claim costs and risk for all Members.

ii) Post, email and telephone

Claims can also be sent to the TPA by post, email or telephone:

TopMark Claims Management Ltd

160 Bath Street

Glasgow

G2 4TB

Email: rpa@topmarkcms.com

Telephone: 03300 585 566

iii) The Claims Portal

There is another route by which third parties can make low value personal injury claims directly. This is through a mechanism called “The Claims Portal” which exists outside the

RPA. It is important that claims notified through this mechanism are identified early by the TPA to contain cost.

The TPA will administer The Claims Portal as it relates to the RPA and Members are encouraged to highlight through their website appropriate messaging for third party claimants who elect to notify claims in this way.

The following messaging is suggested.

“We operate under the Risk Protection Arrangement (RPA) administered by the DfE, eligible claims can be sent using portal ID D00073. The compensator should be marked as “Department for Education – RPA only”.

2. Co-operation

Members should provide all reasonable levels of co-operation with the TPA in such areas as but not limited to the provision of information and documentation, access for investigation, and support for litigation. The aim is to contain claim cost for all RPA Members.

Where the TPA deems that they are not receiving a reasonable level of cooperation they will endeavour to resolve this in the first instance with the Member.

In the event that the situation is unresolved the TPA is bound to report this to the RPA Administrator who will consider whether there has been a breach of the Rules.

The TPA will take all reasonable steps to engage with and assist Members.

3. Notification of Claims

In the event of an occurrence that may give rise to a claim or legal proceeding under the RPA the Member shall:

- i) as soon as reasonably practicable notify the TPA of such occurrence and provide details and information as the TPA requests;
- ii) immediately:
 - a) send to the TPA every letter, claim, writ, summons or process connected with it
 - b) notify the TPA of any impending prosecution, inquest, fatal inquiry or proceedings in any court;
- iii) as long as the TPA may reasonably require
 - a) retain anything connected therewith;
 - b) provide all co-operation and assistance

- iv) promptly take at their own expense, all reasonable steps to prevent other personal injury or property damage arising out of the same conditions, but such expense shall not be recoverable under this Arrangement unless specifically provided for

4. Admission of Liability

The Member shall not:

- i) admit liability
- ii) act in a way that may be construed as an admission of liability
- iii) repudiate or settle any claim or legal proceeding
- iv) waive any rights of recovery

without the prior written consent of the TPA

Action by Third Party Administrator (TPA)

1. Receipt of claims

The TPA is responsible for taking receipt of all claims notifications from individual Members in the first instance. If legal representation is required, this will be managed through the TPA.

The TPA will handle claims in accordance with a Service Level Agreement (SLA) with the RPA Administrator. The SLA will be available on the Claims Portal and include detail about what the Members can expect from the TPA in terms of management of the claim.

2. Conduct and control of the claim

The RPA Administrator through the TPA shall have the right to:

- i) defend any claim relating to any matter under this arrangement or legal proceeding against the Member
- ii) take over and conduct the defence or settlement of any claim or legal proceeding
- iii) take and permit to be taken all necessary steps for enforcing rights against any other party in the name of the Member before or after any payment is made by the RPA Administrator

In the event of a claim arising under the RPA the RPA Administrator agrees to waive any rights, remedies or relief to which they might become entitled by subrogation against any Member where the RPA operates to cover the loss.

- iv) exercise full discretion in the conduct of any legal proceedings and in settlement of any claim or legal proceeding, whether before or after indemnification by the RPA Administrator.

3. Terms validation

The TPA will assess whether the claim is within the scope of the Rules.

In the event that a claim is deemed not to be covered by the Rules, then it will be referred to the RPA Administrator for a decision on whether the claim is 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.

Members may request a review of the RPA Administrator's decision. If they wish to pursue this option then this should be put in writing via the TPA detailing the basis of the request for review.

The TPA will notify the RPA contract manager who will refer the matter to an independent senior civil servant for review.

If the dispute remains unresolved between the Member and the RPA Administrator the matter will be referred to a single arbitrator to be appointed by agreement between the parties or in default of agreement upon the application of either party to the President of the Chartered Institute of Arbitrators. The seat of the arbitration shall be England. The arbitration shall be governed by both the Arbitration Act 1996 and Rules as agreed between the parties.

4. Complaints

In the event of a complaint by a Member about the TPA's handling of a claim this is to be put in writing at first instance to the TPA.

The TPA will acknowledge receipt of the complaint within two (2) working days.

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 fifteen (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 Member within 5 working days and a final written response will be delivered within 10 working days from the request for a review.

If the Member is not happy with the response to its complaint from the TPA, it should forward details in writing to the RPA Administrator.

5. Fraud

If a claim is fraudulent in any respect or if fraudulent means are used by the Member or by anyone acting on behalf of the Member to obtain any benefit under the RPA or if any loss or destruction of or damage be occasioned by the wilful act or with the connivance of the Member all benefit under this RPA shall be forfeited.

The TPA will notify the RPA administrator in any case where fraud is suspected and will act pursuant to the instructions of the RPA Administrator.

6. RPA Administrator's Rights Following a Claim

On the happening of loss or damage in respect of which a claim is made the RPA Administrator and any person authorised by the RPA Administrator may without thereby incurring any liability or diminishing any of the RPA Administrator's rights under the RPA enter take or keep possession of the premises where such loss or damage has occurred and take possession of or require to be delivered to the RPA Administrator any property and deal with such property for all reasonable purposes and in any reasonable manner. No property may be abandoned to the RPA Administrator whether taken possession of by the RPA Administrator or not.

The aim is to maximise and secure the benefit of any salvage for Members. The intention is to liaise with Members about the best way to achieve this and to do so in a way that avoids or minimises any exclusion of access for Members.

7. Subrogation and Waiver of Rights

Any Member making a claim under the RPA shall, at the request and expense of the RPA Administrator, take all reasonable and necessary steps and give assistance as directed by the RPA Administrator (such as collating relevant evidential material and making available for interview and possible attendance at court potential witnesses) to enable the RPA Administrator to assess settle or defend any claim against the Member

which relates to its claim under the RPA or to enforce rights against any other party in the name of the Member before or after any payment is made by the RPA Administrator in relation to the Member's claim.

The RPA Administrator shall, at their discretion and at any stage in the court process, be entitled to take over conduct and control of any claim, defence or other legal proceeding relating to the Member's claim under the RPA in place of the Member.

Any Member who unreasonably fails to provide assistance and take necessary steps as directed by the RPA Administrator in respect of any claim may have part or all of any benefit under this RPA forfeit.

In the event of a claim arising under the RPA the RPA Administrator agrees to waive any rights remedies or relief to which they might become entitled by subrogation against any Member where the RPA operates to cover the loss.

8. Payments on Account (not applicable to Section 2)

The TPA on behalf of the RPA Administrator may provide for reasonable payments on account if the Member so requests.



Department
for Education

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Department
for Education

Risk protection arrangement (RPA) for academy trusts

**Membership rules for church academies
and other academies with equivalent
arrangements for occupying Trustees'
property**

September 2019

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Introduction

The Department for Education's (DfE's) Risk Protection Arrangement (RPA) is a voluntary arrangement for academies and free schools effective from 1 September 2014.

The RPA is not an insurance scheme but is a mechanism through which the cost of risks that materialise from 1 September 2014 will be covered by government funds.

All academy trusts and multi-academy trusts can opt in to the RPA. This includes free schools, schools designated with a religious character that are academies, special academies, alternative provision academies, UTCs, studio and PFI schools.

Changes to the RPA Membership Rules

The changes to the RPA membership Rules since the previous version of the Rules were published 1 September 2018 can be summarised as follows:

1. Person under the UK Travel and Overseas Travel Sections extended to include persons that were pupils of the Member at the time of booking the journey
2. Clarification that Professional Indemnity Section includes cover for claims for alleged failure to teach
3. Clarification that Governors Liability section includes cover for past Governors for wrongful acts during their time as a governor
4. Clarification that where MATs have academies that have insurances included as part of their PFI arrangement these academies do not have to be part of the RPA for the central MAT function to have cover
5. Clarification that Cultural Assets that form part of the Building structure are included under the definition of Buildings
6. PFI Academy definition added
7. Reinstatement conditions updated to acknowledge that listed Buildings and other similar premises will be reinstated as per requirements of legislation regarding such Buildings
8. Legal expenses exclusions updated to confirm that the legal expense section will not provide any cover in respect of any other legal expense other than those described in Section 12
9. Material damage section of the RPA Membership Rules extended to include hand-propelled watercraft and sailing craft

Summary of Cover provided by RPA

Type of risk	Description	Limit	Member Retention
Material damage	Loss or damage to buildings, contents, computers and stock owned by or the responsibility of the academy	Reinstatement value of the property	£250 (Primary Academy) £500 (all other Members) each and every loss other than subsidence (£1000)
Business interruption	Compensation for increase in cost of working, resulting from interruption or interference with the business following a material damage loss	£10,000,000 any one loss	£250 (Primary Academy) £500 (all other Members)
Employers liability	All sums the academy may become legally liable to pay (including claimants' costs and expenses) following death, injury or disease sustained by Employees and arising out of and in the course of their employment by the academy	Unlimited	Nil
Third party liability	For all sums the academy may become legally liable to pay (including claimants' costs and expenses) as damages in respect of accidental third party injury or third party property damage	Unlimited	Nil
Governors' liability	Governors' liability expense	£10,000,000 any one loss and any one membership year	Nil
Professional indemnity	Actual or alleged breach of professional duty	Unlimited	£1,000 each and every loss
Employee and third party dishonesty	Direct pecuniary loss due to the dishonesty of academy Employees and/or theft of money by computer fraud	£500,000 any one loss and any one membership year	£250 (Primary Academy) £500 (all other Members) each and every loss
Money	Loss of money whilst in transit or elsewhere	Various, including cash	£50 (Primary Academy)

Type of risk	Description	Limit	Member Retention
		on premises or in transit £5,000	£100 (all other Members) each and every loss
Personal accident	Compensation for accidental bodily injury to Employees, governors, trustees, volunteers and pupils of the academy whilst on the business of the academy in the UK	Death and capital benefits £100,000	Nil
United Kingdom travel	Compensation for travel related costs including loss of baggage, cancellation, curtailment, rearrangement and change of itinerary	Baggage and money £2,000 per person. Cancellation £1,000 per person	Nil
Overseas Travel (including winter sports) and Personal Accident	Compensation for travel related costs outside of the UK including medical expenses, loss of baggage, cancellation, curtailment, rearrangement and change of itinerary	Overseas Travel and Personal Accident	Nil in respect of Medical Expenses £50 in respect of Baggage Nil in respect of Cancellation
Legal expenses	Reimbursement of legal expenses relating to employment disputes, contractual disputes, tax investigations, civil actions in relation to school expulsions	£100,000 any one loss and any one membership year	£250 (Primary Academy) £500 (All other Members) each and every loss
Cultural Assets	Loss or damage to Cultural Assets (including works of art) owned by or the responsibility of the academy	£10,000 per item, maximum £250,000 any one loss of multiple cultural assets	£50 (Primary Academy) £100 (all other Members)

Miscellaneous Rules and Provisions

1. Law and Jurisdiction

These Membership Rules are governed by and shall be interpreted in accordance with the laws of England and Wales and English Courts alone will have jurisdiction in any dispute hereunder.

2. Membership

- i) In return for a reduction to a Member's general annual grant made by the EFA the RPA Administrator will in accordance with these Rules provide funds to cover the cost of losses suffered by Members of the RPA.
- ii) The RPA Administrator shall not be liable to provide funds in any circumstance where a risk is Insured.
- iii) An Academy Trust or Multi Academy Trust may become a Member of the RPA at any time by giving notice of its intention to the RPA Administrator that it wishes to join with effect from a date later than the notice.
- iv) During the period while the Academy Trust is in membership of the RPA, £18 per pupil (per place in special and AP academies) will be deducted at source from the General Annual Grant paid to the Academy Trust. This amount will remain unchanged until 31 August 2020.
- v) A Member may leave the RPA at the end of a Membership Year provided that it gives at least three months' notice to the RPA Administrator.
- vi) An Inactive Academy Trust may remain in membership of the RPA up to the point the Inactive Academy Trust is dissolved.
- vii) After a Member has left the RPA, subject to the Definitions, Extensions, Exclusions and Conditions of the Rules the Member will still be entitled to the benefits relating to its period of membership as set out in these rules.
- viii) In the case of Church academies and other academies with equivalent arrangements for occupying Trustees' property, in return for the Trustees allowing a Member to occupy property belonging to the Trustees, the RPA Administrator will in accordance with these Rules provide funds to cover the cost of losses and liabilities suffered by the Trustees arising out of the Member's occupation of the Trustees' property. The indemnities provided to the Trustees under these Rules shall not be invalidated by any act omission or alteration of any Member or other party unknown to the Trustees.

3. Changes to the Rules

These Rules may be amended from time to time by the RPA Administrator. The RPA Administrator undertakes to give Members sufficient notice of any significant changes to these rules to enable them to make a decision to leave at the end of the Membership Year in accordance with paragraph 2.v.

4. Risk Management

Members shall maintain a minimum standard of Risk Management which will include:

- i) maintaining the Property in a satisfactory state of repair
- ii) taking all reasonable precautions for the safety of Property
- iii) taking all reasonable precautions to prevent loss, destruction, damage, accident or injury
- iv) undertaking reasonable checks when employing members of staff
- v) setting and maintaining systems for the protection of property, Employees, pupils and third parties
- vi) compliance with the laws of England and Wales

The following is a list of the key pieces of legislation and Approved Codes of Practice that all Members must comply with:

- i) The Health and Safety at Work etc. Act 1974
- ii) The Management of Health and Safety at Work Regulations
- iii) Workplace (Health, Safety and Welfare) Regulations
- iv) The Regulatory Reform (Fire safety) Order
- v) Electricity at Work Regulations
- vi) Control of Asbestos Regulations
- vii) The Control of Legionella Bacteria in Water Systems L8
- viii) Control of Lead at Work Regulations
- ix) Ionising Radiation Regulations
- x) Provision and Use of Work Equipment Regulations
- xi) Lifting Operations and Lifting Equipment Regulations
- xii) Work at Height Regulations
- xiii) Pressure Equipment Regulations
- xiv) Pressure Systems Safety regulations
- xv) Gas Safety (Installation and Use) Regulations

- xvi) Construction (Design and Management) Regulations
- xvii) Health and Safety (First Aid) Regulations
- xviii) Reporting of Injuries, Diseases and Dangerous Occurrences Regulations
- xix) Health and Safety (Consultation with Employees) Regulations
- xx) Control of Substances Hazardous to Health
- xxi) Health and Safety (Display Screen Equipment) Regulations
- xxii) Manual Handling Operations Regulations
- xxiii) Personal Protective Equipment Regulations

5. Claims made/claims occurring

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 and 6 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 aware.

It is important that when moving from a commercial insurer to RPA that a Member provides notification to their insurer of any incident that they are aware of that could give rise to a claim before their commercial insurance period lapses.

The RPA will consider providing an indemnity to a Member or Trustee for claims that are normally dealt with on a 'claims occurring' basis under RPA (namely sections 1, 2, 3, 4, 7, 8, 9, 10, 11, 12 and 13) but where a Member has previously purchased an insurance policy covering the risks covered by these sections of the RPA on a 'claims made' basis.

Claims will be considered at the request of the Member or Trustee who will be required to provide evidence of the insurance cover previously purchased. Claims will not be considered in the following circumstances:

- i) where the applicable 'claims made' policy was taken out or inception after the date the consultation exercise on proposed changes to the RPA with effect from September 2016 was commenced (18 December 2015)
- ii) for any claim where the cause of such claim occurred or that was alleged to have occurred prior to the date of the signing of the funding agreement for the relevant academy

- iii) to the extent that an indemnity is provided by an insurance policy
- iv) for claims that the Member or Trustee had prior knowledge of before the Member opted to join the RPA
- v) for claims or incidents that the Member or Trustee was aware of but were not notified by the Member or Trustee to the relevant insurer before the relevant policy expiry date (or where a discovery period applies to a policy, the discovery period)
- vi) for claims related to a class of insurance where the Member had opted not to purchase an insurance policy

6. Multi academy trusts

Multi academy trusts (MATs) are permitted to join the RPA in a phased manner where some academies in the MAT still have commercial insurance contracts in place, subject to a commitment from the MAT that all academies in the MAT will join RPA as soon as their existing insurance arrangements expire.

MATs with a PFI Academy need not make such a commitment in respect of the PFI Academy where the terms of the PFI require the academy to take part in the PFI contractor's insurance arrangements. All other academies in the MAT that are not PFI Academies must join the RPA or joining 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.

Definitions

1. Academy trust

Either a single academy trust or multi academy trust which has elected to opt into the RPA.

2. Bodily injury

Bodily injury death disease or illness which shall include mental anguish and or shock.

3. Buildings

Buildings including landlord's fixtures and fittings and unless Insured Buildings include:

- i) outside buildings, extensions, annexes, gangways
- ii) walls, gates, fences, yards, driveways, car-parks, forecourts, roads and all other areas of hard standing
- iii) conveyors, trunk lines, wires, service pipes, flood lights and other equipment on the Premises
- iv) all-weather pitches
- v) swimming pools
- vi) playing fields, tennis courts and tracks
- vii) fixed outdoor play and climbing equipment, fixed seating
- viii) modular buildings and the like
- ix) flood lighting, external lighting and security equipment
- x) solar panels
- xi) Cultural Assets that form part of the building structure

the property of a Member or for which the Member is responsible; and property of the Trustees occupied by and used for the purposes of an Academy Trust; also including, at the request of the Member and subject to the approval of the RPA Administrator, the property of a Subsidiary Company.

4. Business

Any activity in which a Member may engage, including:

- i) the provision of breakfast clubs, after school clubs, pre-schools and nurseries directly provided by the Member and/or Employees; and

- ii) at the request of the Member and subject to the approval of the RPA Administrator any activity of a Subsidiary Company which is related to the Business of the Member and has been approved by the RPA Administrator

In respect of Sections 3 and 4 including:

- i) engagement of subcontractors for performance of work on behalf of a Member
- ii) organisation of and participation in exhibitions trade fairs and conferences
- iii) property owners lessors and lessees including repair refurbishment and maintenance of such property
- iv) provision and management for the benefit of any Employee of canteen social sports welfare medical facilities fire first aid rescue and ambulance services
- v) provision for the benefit of any Employee of nursery crèche or child or baby care facilities
- vi) security organisations for the benefit of the Member
- vii) the organisation or sponsorship of charitable events or similar fund raising activities
- viii) sponsorship of events organisations entities and individuals
- ix) repair maintenance and servicing of own mechanically propelled vehicles
- x) sale or disposal of own property and goods including owned mechanically propelled vehicles
- xi) undertaking medical procedures and provision of prescribed medicines subject to adherence with the statutory guidance on supporting pupils at school with medical conditions, December 2015 or similar amending statutory guidance
- xii) Office for Standards in Education (Ofsted) inspections undertaken by an Employee of the Member and for which the Member receives payment from Ofsted

In respect of Section 6 including:

Ofsted inspections undertaken by an Employee of the Member and for which the Member receives payment from Ofsted

5. Contents

Machinery, plant and all other contents the property of a Member for which the Member is responsible; including, at the request of the Member and subject to the approval of the RPA Administrator, the property of a Subsidiary Company

i)excluding:

- a) Stock
- b) landlord's fixtures and fittings
- c) computers
- d) contents that are Insured

ii)including:

- a) deeds, documents, manuscripts, business books, but only for the value of materials, as stationery and the cost of clerical labour expended in reproducing them but not:
 - i) any expenses in connection with re-compilation or retrieval of the information contained in them
 - ii) the value to the Member of the information contained in them
- a) computer systems records but only for the cost of materials and cost of clerical labour and computer time expended in reproducing them but not:
 - i) any expenses in connection with re-compilation or retrieval of the information contained in them
 - ii) the value to the Member of the information contained in them
- b) patterns, models, moulds, plans and designs
- c) insofar as they are not Insured personal property of Governors, Employees, pupils or visitors for an amount not exceeding £500 per Governor, Employee, pupil or visitor
- d) tenants' improvements, alterations and decorations

6. Computers

- i) all computer equipment (including interconnecting wiring fixed disks and telecommunications equipment) used for the storage and communication of electronically processed data
- ii) data carrying materials comprising all current and back-up computer programs and information contained on magnetic or optical discs and magnetic tapes

the property of a Member or for which the Member is responsible; including, at the request of the Member and subject to the approval of the RPA Administrator, the property of a Subsidiary Company.

7. Defined perils (as applicable to Section 1, 2 and Section 13 exclusions)

Fire, lightning, explosion, aircraft or other aerial devices or articles falling from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water from any tank apparatus or pipe or of oil from any fixed domestic heating installation, sprinkler leakage or impact by any mechanically propelled vehicle or rail rolling stock or animal, subsidence, ground heave or landslip, theft following forceful and violent entry or exit to the Premises.

8. Earthquake

- i) Earthquake and any subsequent DAMAGE or CONSEQUENTIAL LOSS but only if caused directly by earthquake
- ii) Volcanic eruption meaning the eruption explosion or effusion of a volcano

9. Employee

- i) Any person under a contract of service or apprenticeship with a Member
- ii) Any labour master or labour only sub-contractor or persons supplied by them whilst under the direct control and supervision of a Member
- iii) Self-employed persons engaged by and whilst under the direct control and supervision of a Member
- iv) Persons engaged by a Member under work experience training, study or similar schemes
- v) Any person hired to, borrowed by, or supplied to, a Member from any other employer
- vi) Persons on secondment to a Member
- vii) Voluntary workers for a Member
- viii) Outworkers and home workers for a Member
- ix) Any prospective employee who is being assessed by a Member
- x) Persons undertaking study at a Member's Premises (other than pupils of the Member)
- xi) Persons undertaking work experience at a Member's Premises, including pupils of the Member but only whilst such pupils are undertaking work experience.

10. Flood

The escape of water from its normal natural or artificial confines (other than tanks apparatus or pipes) or inundation from the sea including tidal wave.

11. Governor

Any member of an Academy Trust, a director/trustee of an Academy Trust, or a person who sits on a local governing body (a committee established for an Academy by the Academy Trust in accordance with its Articles).

12. Inactive Academy Trust

Either a single academy trust or multi academy trust which is inactive and no longer has responsibility for any academies and/or pupils.

13. Insured

Where a risk has been transferred by a Member or other party seeking indemnity under the RPA to an insurance company and for which a current contract (policy) will provide financial protection or reimbursement against losses to the Member or other party arising from that risk from an insurance company.

14. Member

A single academy trust or multi academy trust which is a Member of the RPA.

15. Member retention

The first part of each and every Occurrence borne by the Member as specified in each section of these Rules, if an occurrence results in a claim against more than one section of these Rules, the Member Retention will apply separately to each section as specified.

16. Membership date

The date from which an Academy Trust becomes a Member of the RPA.

17. Membership year

Any period of 12 months beginning on 1 September one year and ending on 31 August the following year or if during the first year of Membership a Member joins on any date other than 1 September the Membership Year will apply from the Membership Date until 31 August.

18. Money

Current coin, bank and currency notes, postal and money orders, bankers drafts, cheques, giro drafts and payment order, travellers cheques, crossed warrants, bills of exchange, securities for money, current postage revenue and national insurance stamps, stamped national insurance cards, national savings certificates, premium savings bonds, franking machine impressions, credit/charge card sales, vouchers, luncheon vouchers, trading stamps, charge cards, credit cards, VAT input documents, gift tokens, telephone pay cards, TV licence stamps and consumer redemption vouchers.

19. Occurrence

In respect of Sections 1 and 2

- i) DAMAGE or any Incident arising out of one event or series of events consequent upon or attributable to a common cause
- ii) DAMAGE or CONSEQUENTIAL LOSS arising out of Earthquake Flood or Storm shall constitute a single Occurrence
 - a) if more than one Earthquake or Storm should occur within any period of 72 hours sequential and commencing during the Membership Year or
 - b) if any Flood occurs within a period of the continued rising or overflow and subsidence of any river or stream within the banks of such river or stream

each Occurrence shall be deemed to have commenced on the first happening of such DAMAGE or CONSEQUENTIAL LOSS (not within the period of any previous Occurrence).

In respect of Section 3 and 4

An event or series of events consequent on or attributable to one source or original cause.

In respect of Abuse where the event or series of events consequent on or attributable to one source or original cause occurs over more than one Membership Year the Abuse will be deemed to have all occurred during one Membership Year being the period when (on the balance of probabilities) the Abuse first commenced.

20. Penalty

- i) a punishment imposed for a violation of law by the Member
- ii) a sum established by a contract to be forfeited in lieu of actual damages in the event of a breach of a contract
- iii) charges for any investigation or inquiry made against a Member found in contravention of relevant statutory provisions, including charges made against the Member in relation to the Health & Safety Executive (HSE) Fee for Intervention (FFI) cost recovery scheme

21 Personal Injury

- i) bodily injury
- ii) false arrest, false detention, false imprisonment
- iii) wrongful entry or eviction or other invasion of the right of private occupancy
- iv) invasion of the right of privacy
- v) malicious prosecution.
- vi) libel, slander or defamation
- vii) abuse

22. PFI Academy

An academy that occupies a building or buildings that is or are provided under a private finance initiative contract or agreement.

23. Premises

Any premises owned, occupied, leased or rented by a Member anywhere within the Territorial Limits (unless otherwise stated herein); including, at the request of the Member and subject to the approval of the RPA Administrator, premises used by a Subsidiary Company.

24. Primary academy

An academy in which children only receive primary or elementary education.

25. Property

- i) Buildings
- ii) Contents

iii) Computers

iv) Stock

at the Premises (unless otherwise stated herein)

26. RPA

Risk Protection Arrangement administered by the Secretary of State for Education.

27. RPA administrator

Secretary of State for Education.

28. Rules

The RPA Rules of Membership as set out herein and varied from time to time as required by the RPA Administrator.

29. Stock

Stock and materials in trade, the property of a Member or for which the Member is responsible; including, at the request of the Member and subject to the approval of the RPA Administrator, the property of a Subsidiary Company.

30. Storm

Storm, windstorm, hurricane, tornado, tempest and typhoon, including subsequent DAMAGE or CONSEQUENTIAL LOSS caused by water that backs up from a sewer or drain as a direct result thereof, but excluding Flood.

31. Subsidiary company

A Subsidiary Company is a company established by an Academy Trust in order to further the objects of the Academy Trust.

32. Territorial limits

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man (unless otherwise stated herein).

33. Third party administrator

TopMark Claims Management Ltd, Company Registration Number SC305608

34. Trustees

The Trustees of a charity whose objects allow for the use of trust property for the purposes of conducting an academy in furtherance of those objects, and who provide the use of that property for those purposes to any single academy trust or multi academy trust.

Section 1 – Material Damage

Material Damage Expense

Subject to the Definitions, Extensions, Exclusions and Conditions of the Rules, in the event of DAMAGE during any Membership Year the RPA Administrator will pay the Reinstatement Cost of the Property at the time of the DAMAGE or at the RPA Administrator's option (but only with the consent of the Trustees, in the case of property belonging to the Trustees) reinstate or replace such property or any part of it. Such payment will be made to the Member except in the case of property belonging to the Trustees, in which case payment will be made to the Trustees.

1. Reinstatement Cost

Applicable to the Buildings, Contents and Computer items.

In the event of DAMAGE in respect of these items the basis upon which the amount payable is to be calculated shall be the cost of Reinstatement subject to the provisions set out below:

Reinstatement means:

- i) where property is destroyed the rebuilding of the property if a Building or, in the case of other property, its replacement by similar property, in either case in a condition equal to but not better or more extensive than its condition when new
- ii) where property is damaged the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as, but not better or more extensive, than its condition when new
- iii) in the case of a listed Building or other asset protected through planning legislation its rebuild, replacement, repair or restoration to a condition that ensures the special interest of the Building or other asset is protected

Provisions

- i) No payment will be made unless the work of Reinstatement has started
- ii) Once Reinstatement has started the RPA Administrator may make reasonable payments on account if the Member or Trustees (as the case may be) so request
- iii) Reinstatement may be carried out at another site and in any manner suitable to the Member subject to the liability of the RPA Administrator not being increased as a result
- iv) In the event of partial damage to any Property the RPA Administrator's liability for any loss shall not exceed the cost which would have been incurred had such property been totally destroyed

Notwithstanding the above if the Member or Trustees (as the case may be) do not reinstate but give an undertaking in writing to the RPA Administrator that any sums which are otherwise payable to them in respect of a loss falling to be paid under the RPA shall be (with the RPA Administrator's consent) expended on other capital additions or improvements by the Member or Trustees (as the case may be), then the RPA Administrator will pay the cost of Reinstatement but at the level of costs applying as if such reinstatement had taken place on the day of the loss.

2. Reinstatement Conditions

If any property is to be reinstated or replaced by the RPA Administrator the Member or Trustees (if the property belongs to the Trustees) shall at their expense provide all such plans documents books and information as may reasonably be required.

The RPA Administrator shall not be bound to reinstate exactly but only as circumstances permit and in a reasonably sufficient manner, acceptable to the Trustees in the case of property belonging to the Trustees.

Member Retention

The first £500 of each and every loss other than;

- i) Losses (other than claims for subsidence) by a Primary Academy where the Member Retention will be the first £250 each and every loss
- ii) Subsidence losses where the Member Retention will be the first £1,000 each and every loss

Section 1 Definitions

1. DAMAGE

Accidental loss or destruction of or damage to the Property, including damage caused by subsidence or as a result of terrorism.

2. Vermin

Any wild animal that causes damage to property including but not limited to rodents and birds.

Section 1 Extensions

The following Extensions will apply subject to the Definitions, Exclusions and Conditions of the Rules.

A Material Damage Expense will include:

1. Third Party Property

The repair or reinstatement costs following DAMAGE to Property not owned by the Member but for which the Member is responsible for such costs by way of a lease or hire agreement entered into by the Member.

The interests of other parties in respect of the Property will be taken into account by the RPA Administrator and the Member undertakes if required to declare to the RPA Administrator the names of such parties and the nature and extent of their interests at the time of any loss.

2. Public Authorities

The additional cost of reinstating the Property incurred solely by reason of the necessity to comply with:

- i) European Union Legislation (incorporated into the Laws of England and Wales)
- ii) Buildings or other Regulations under or framed in pursuance of any Act of Parliament or with Bye-Laws of any Public Authority

Subject to the exclusions and provisions set out below:

The RPA Administrator will not pay for:

- i) the cost incurred in complying with any of such Legislation Regulations or Bye-Laws under which notice has been served upon the Member prior to the happening of any DAMAGE
- ii) the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of such Legislation Regulations or Bye-Laws not arisen
- iii) the amount of any rate tax duty development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner of the property by reason of compliance with any of such Legislation Regulations or Bye-Laws

Provisions

- i) The work of reinstatement must be commenced and carried out with reasonable dispatch but within 12 months unless otherwise agreed by the RPA Administrator and may be carried out upon another site (if such Legislation

Regulations or Bye-Laws so necessitate) subject to the liability of the RPA Administrator not being increased as a result

- ii) This Extension includes the additional cost of reinstatement in respect of undamaged portions of property provided that the RPA Administrator shall not be liable for such additional cost in respect of any Building or Contents which has not sustained DAMAGE
- iii) The amount recoverable shall not exceed in respect of undamaged portions of property other than foundations 15% (fifteen per cent) of the total amount for which the RPA Administrator would have been liable had the Building or Contents been totally destroyed

3. Professional Fees

An amount in respect of architects, surveyors, engineers, consultants and legal fees necessarily incurred in the reinstatement of the Property consequent upon DAMAGE but not for preparing any claim.

4. Debris Removal

Costs and expenses necessarily incurred by the Member or by the Trustees with the consent of the RPA Administrator in removing Buildings, Contents, Computers and /or Stock debris, demolishing, shoring up or propping following DAMAGE.

The RPA Administrator will not pay for any costs or expenses incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site.

5. Temporary Removal

DAMAGE to Property other than Stock is covered up to a limit of £20,000 any one loss whilst temporarily removed from the Premises for provision of education, lesson preparation, cleaning, renovation, repair or other similar purposes elsewhere and in transit thereto and therefrom by road, rail or inland waterway within the Territorial Limits.

6. Extinguishment Expenses

The costs of refilling any fire extinguishing appliances or the cylinders of any gas flooding systems and replacing used sprinkler heads all reasonably incurred by a Member or by the Trustees solely in consequence of DAMAGE or arising out of their accidental discharge.

7. Landscaping etc.

The cost of replanting trees, shrubs, plants used as landscaping and turf used as landscaping playing fields, tennis courts and tracks at the Premises in consequence of

DAMAGE being the cost incurred in restoring any such item to its appearance when first planted but excluding:

- i) any cost arising from the failure of these items to germinate or become established
- ii) DAMAGE caused by wind, rain, hail, sleet, snow, flood, sand, dust or freezing but this shall not exclude cover provided under the Debris Removal Extension

8. Metered Water

The additional metered water charges for which a Member is responsible, demanded by the relevant water authority and incurred in consequence of DAMAGE.

9. Trace and Access

In the event of DAMAGE resulting from escape of water or fuel oil the RPA Administrator will pay the costs necessarily and reasonably incurred in locating the source of such DAMAGE and subsequently making good damage caused in consequence thereof, subject to a limit of £50,000 each and every loss and shall be the maximum aggregate liability of the RPA Administrator in any one Membership Year for an academy whose Academy Trust is a member.

10. Temporary Repairs and Expediting Costs

The costs necessarily and reasonably incurred with the consent of the RPA Administrator in the making of temporary repairs upon and/or the expediting of the repair, reinstatement or replacement of Property consequent upon DAMAGE.

11. Fixed Glass

Following DAMAGE to fixed glass the RPA Administrator will also pay the reasonable cost of:

- i) DAMAGE to lettering, painting, embossing, silvering or other ornamental work on glass
- ii) repair or replacement of window frames, framework or security fittings
- iii) temporary boarding up of broken glass pending full replacement

Excluding DAMAGE caused by or arising from:

- i) repairs or alterations to the Premises
- ii) Premises that are empty or not in use by the Member or any tenant of the Member
- iii) defects in frames and framework

12. Locks and Keys

The costs incurred as a result of the necessary replacement of locks to a standard equal to but not better than their original standard following the loss of keys by theft from the Premises or from the homes of Governors or authorised Employees of the Member or by the unauthorised duplication of such keys.

13. Fly Tipping

The costs and expenses necessarily and reasonably incurred in:

- i) clearing and removing property illegally deposited in or around the Premises above ground
- ii) site cleaning as a result of (a) above as a result of property having been illegally deposited in and or around the Premises

14. Involuntary Betterment

In the event that new property of like, kind and quality is not obtainable following DAMAGE property which is as similar as possible to that which has sustained DAMAGE and which is capable of performing the same function shall be deemed to be new property of like, kind and quality and in no event shall this be considered as a betterment to the Member.

In the event of replacement with new property the RPA Administrator will pay the cost of purchasing and installing technologically current equipment which is necessitated by incompatibility between:

- i) new equipment installed to replace equipment which has sustained DAMAGE, and
- ii) undamaged existing equipment at the same or an interdependent location

provided always that:

- i) DAMAGE was directly caused
- ii) the RPA Administrator shall be liable only for the amount sufficient to enable a Member to resume operations in substantially the same manner as before
- iii) the RPA Administrator shall be liable only for the difference between:
 - a) the highest sales value of the undamaged existing equipment at the same or an interdependent location, and
 - b) the installed cost of the technologically current equipment

15. Loss Reduction Expenses

The costs and expenses reasonably incurred by a Member or by the Trustees in:

- i. Preventing or reducing imminent DAMAGE which would have been covered under this Section 1.
- ii. reducing, mitigating or otherwise alleviating DAMAGE during and after the occurrence of such DAMAGE

provided that the impending DAMAGE was not reasonably foreseeable earlier and would be the natural outcome if such costs and expenses were not incurred.

16. Unspecified Storage Sites

Property whilst stored anywhere in the Territorial Limits other than the Premises.

17. Sprinkler Upgrading Costs

In the event of DAMAGE to a sprinkler installation which conformed to the insurance industries standards applying at the time of installation but not current at the time of reinstatement following a loss such additional costs including the provision of any additional pipework, pumps, tanks and the cost of associated building work required to meet current insurance industry standards.

18. Unauthorised Use of Electricity, Gas, Oil, Water

The additional cost of electricity, gas, oil or water incurred as a result of its unauthorised use by persons taking possession or keeping possession of it without a Member's authority or knowledge.

19. Theft Damage to Buildings

DAMAGE to the Premises as a result of theft involving forcible and violent entry to or exit from a Building at the Premises provided that the Member or the Trustees are responsible for the making good of such DAMAGE.

20. Greening

Reasonable additional costs of Reinstatement as may be incurred solely by reason of the election by a Member or by the Trustees to rebuild, replace, repair or restore following DAMAGE in a manner that aims to minimise potential harm to the environment, utilising the latest available technology known as Greening and this will not be considered betterment.

Where the cost of rebuilding, replacing, repairing or restoring is increased as a result of Greening the RPA Administrator will pay such additional costs provided that:

- i) Greening shall apply to the reinstatement of Buildings and Contents only
- ii) Greening shall include but not be limited to the upgrading of taps, showers, urinal toilets, grey water and rainwater systems, air conditioning and building

cooling systems, ventilation systems, provision of hot water and heating systems, lighting and the provision of green roofs

- iii) the Member or the Trustees (as the case may be) shall endeavour to work to a Greening standard (where applicable) being the Building Research Establishments Environmental Assessment Methodology (BREEAM)

21. Drain Clearing

The reasonable expenses necessarily incurred by a Member or by the Trustees in clearing, cleaning and/or repairing drains, gutters, sewers and the like, the property of the Member or of the Trustees, or for which the Member or the Trustees are legally responsible in consequence upon DAMAGE.

22. Dismantling and Re-Erection Costs

The costs of dismantling re-erection fitting and fixing of Contents in consequence upon DAMAGE.

23. Services

The Property includes telephone, gas, water and electric instruments, meters, pipes, ducts, cables and the like, and the accessories thereof at the Premises and including similar property in adjoining yards or roadways or underground (and pertaining to the Building(s) or Contents), all the property of the Member or of the Trustees, or for which the Member or the Trustees are legally responsible.

24. Construction Work at Existing Premises

Subject to a limit of £250,000 each and every loss the Property includes the permanent works and temporary works erected or in the course of erection and the materials and all other property of whatsoever nature or description for incorporation therein in respect of contract works being carried out at any of the existing Premises.

25. Goods in Transit

DAMAGE to Property up to a limit of £50,000 for any one loss whilst in transit on land or water from the time of lifting by any Employee or any sub-contractor of the Member until placed in position by the Employee or sub-contractor as the destination including loading and unloading, within the Territorial Limits.

The Member shall only employ steady, reliable and competent drivers and shall take all reasonable precautions:

- i) in securing loads
- ii) to maintain in efficient condition all vehicles

- iii) to protect the property in transit
- iv) to ensure than any vehicle is suitable for the purpose for which it is to be used

26. Deterioration of Stock

Loss or DAMAGE by deterioration or putrefaction of Stock in a freezer or refrigerator that is less than fifteen years old and whilst on the Premises up to a limit of £3,000 any one loss due to the rise or fall in temperature or due to the action of refrigerant fumes which have escaped from the machine.

Section 2 – Business Interruption

Business Interruption Expense

Subject to the Definitions, Extensions, Exclusions and Conditions of the Rules, in the event of an Incident during any Membership Year the RPA Administrator will pay to the Member the amount of any CONSEQUENTIAL LOSS. Provided that the liability of the RPA Administrator in respect of each and every loss shall be limited to £10,000,000 any one loss. The payment will be made to the Member except that to the extent that any part of the loss is suffered by the Trustees, payment in respect of that part shall be made to the Trustees.

Increase in Cost of Working – Basis of Settlement

The amount payable under this Section for Increase in Cost of Working shall be 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 an Incident.

Member Retention

The first £500 each and every loss other than losses by a Primary Academy where the Member Retention will be the first £250 each and every loss.

Section 2 Definitions

1. Consequential Loss

Increase in the cost of working resulting from interruption of or interference with the Business carried on by the Member at the Premises in consequence of an Incident.

2. Incident

Accidental loss or destruction of or damage to Property used by the Member at the Premises for the purpose of the Business, including damage caused by subsidence or as a result of terrorism.

3. Indemnity Period

The period beginning when an Incident occurs and ending when the results of the Business cease to be affected in consequence of the Incident but not exceeding 36 months.

4. Vermin

Any wild animal that causes damage to property including but not limited to rodents and birds.

Section 2 Extensions

The following Extensions will apply subject to the Definitions, Exclusions and Conditions of the Rules.

A Business Interruption Expense will include:

1. Restriction of Access

For the purpose of this Extension the meaning of the word Incident shall extend to include accidental loss destruction of or damage to property in the vicinity of the Premises which shall prevent or hinder the use of the Premises or access thereto whether the Premises or property of the Member therein shall be damaged or not but excluding accidental loss or destruction of or damage to property of any supply undertaking from which a Member obtains electricity, gas, water or telecommunications services which prevents or hinders the supply of such services to the Premises.

For the purposes of this Extension Section 1 and 2 Excluded Property does not apply.

2. Unspecified Suppliers, Storage Sites, Public Utilities

For the purposes of this Extension the meaning of the word Incident shall extend to include accidental loss destruction of or damage at the undernoted premises.

i) Unspecified Suppliers

The premises of any of the Member's suppliers with whom the Member has a contractual trading relationship at the time of the loss destruction or damage but excluding the premises of any supply undertaking from which a Member obtains electricity, gas, water or telecommunications services.

ii) Unspecified Storage Sites

Any premises not in the occupation of a Member where property of the Member is stored.

iii) Public Utilities

The land-based premises of any public supply undertaking from which the Member obtains electricity, gas, water or telecommunications services within the Territorial Limits.

3. Infectious Diseases, Food or Drink Poisoning, Vermin or Pests, Defective Drains and Murder or Suicide

For the purpose of this Extension the meaning of the word Incident shall extend to include the following occurrences:

- i) a Notifiable Disease at the Premises or attributable to food or drink supplied from the Premises

- ii) the discovery of an organism at the Premises likely to result in the occurrence of a Notifiable Disease
- iii) the discovery of Vermin (being wild animals or birds that carry disease) or pests at the Premises
- iv) any accident causing defects in the drains or other sanitary arrangements at the Premises

which causes restrictions on the use of the Premises on the order or advice of the competent local authority

- v) murder, suicide, rape or other serious crime at the Premises

Notifiable Disease shall mean injury or illness sustained by any person resulting from:

- i) food or drink poisoning, or
- ii) an occurrence of a human infectious or human contagious disease, an outbreak of which the competent local authority has stipulated shall be notified to them (and for the avoidance of doubt this will include Legionella, Pneumophila or the mutant derivatives or variations thereof)

The RPA Administrator shall not be liable under this Extension for any costs incurred in the cleaning, repair, replacement, recall or checking of property.

For the purpose of this Extension:

- i) Indemnity Period shall mean the period during which the results of the Business shall be affected in consequence of an occurrence beginning with the date from which the restrictions on the Premises are applied (or in the case of murder, suicide, rape or other serious crime, with the occurrence of the incident) and ending not later than 36 months after the relevant date
- ii) the RPA Administrator's liability shall be restricted to the loss arising at those Premises which are directly subject to the occurrence that caused the loss

4. Public Utilities failure of Supply

For the purposes of this Extension the word Incident shall extend to include the accidental failure of the supply of electricity, gas, water, effluent and telecommunications services at the terminal ends of the service feeders or receivers or meters at the Premises and the Section 1 and 2 Exclusions and Section 1 and 2 Excluded Property do not apply.

But this Extension will not cover loss following failure of supply:

- i) due to failure of any satellite
- ii) due to the deliberate act of a supplier, unless done to save human life or to safeguard the property of the supplier, or in response to accidental loss or

destruction of or damage to the property of the supplier, or in the vicinity of such property

- iii) due to default on the part of a Member or of the Trustees
- iv) due to cessation of work
- v) due to drought

5. Fines and Damages

The amount payable as indemnity shall include fines and damages incurred by a Member during the Indemnity Period for late or non-completion or breach of contracts following the Incident.

Section 2 Conditions

1. Professional Accountants

Any particulars in a Member's accounts or other information or evidence which may be required by the RPA Administrator under the Conditions of the Rules for the purpose of investigating or verifying any claim may be produced by professional accountants if at the time they are acting regularly as such for the Member and/or the Trustees and their report shall be prima facie evidence of the information to which it relates.

The RPA Administrator will pay the reasonable charges payable by a Member and/or the Trustees to the accountants for producing such information provided that the sum of the amount payable under this clause and the amount otherwise payable shall in no case increase the liability of the RPA Administrator.

2. Payments on account

The RPA Administrator will make payment on account during the Indemnity Period if the Member or the Trustees (where they are entitled to payment) so request subject to any necessary adjustment at the end of the Indemnity Period.

3. Value Added Tax

To the extent that a Member is accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax.

Section 1 and 2 Exclusions

Sections 1 and 2 (unless stated to the contrary below) do not cover

1. DAMAGE or CONSEQUENTIAL LOSS caused by or consisting of:

- i) gradual deterioration wear and tear
- ii) inherent vice latent defect frost or the Property's own faulty or defective design or materials
- iii) faulty or defective workmanship, operational error or omission on the part of a Member or of the Trustees or any of their Employees
- iv) or connected with the correction of defects in design or content of any computer records or program and any costs and expenses associated therewith
- v) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

but this shall not exclude subsequent DAMAGE or CONSEQUENTIAL LOSS which itself results from a cause not otherwise excluded

2. DAMAGE or CONSEQUENTIAL LOSS caused by or consisting of:

- i) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, Vermin or insects
- ii) change in temperature, colour, flavour, texture or finish

but this shall not exclude:

- a) such DAMAGE or CONSEQUENTIAL LOSS not otherwise excluded which itself results from a Defined Peril or from any other accidental loss destruction or damage
- b) subsequent DAMAGE or CONSEQUENTIAL LOSS which itself results from a cause not otherwise excluded
- c) CONSEQUENTIAL LOSS following discovery of Vermin or pests at the premises which causes restrictions on the use of the premises on the order or advice of the competent local authority

3. (In respect of Section 1) DAMAGE caused by pollution or contamination:

but this shall not exclude destruction of or damage to the Property not otherwise excluded caused by:

- i) pollution or contamination which itself results from a Defined Peril
- ii) a Defined Peril which itself results from pollution or contamination

4. (In respect of Section 2) CONSEQUENTIAL LOSS resulting from pollution or contamination:

but this shall not exclude loss resulting from an Incident not otherwise excluded caused by:

- i) pollution or contamination at the Premises which itself results from a Defined Peril
- ii) a Defined Peril which itself results from pollution or contamination

which itself results from a cause not otherwise excluded

5. DAMAGE or CONSEQUENTIAL LOSS caused by or consisting of:

- i) acts of fraud or dishonesty by a Member or by any Governor or Employee but this shall not exclude theft not otherwise excluded caused by or with the connivance of an Employee
- ii) disappearance, unexplained or inventory shortage, misfiling or misplacing of information or shortages due to error or omission
- iii) the voluntary parting with title or possession of any Property if induced by any fraudulent scheme, trick, device or false pretence

6. DAMAGE to or CONSEQUENTIAL LOSS in respect of:

- i) moveable property in the open fences and gates
- ii) property in open sided buildings

caused by wind, rain, hail, sleet, snow, flood, sand, dust or freezing

7. (In respect of Section 1)

- i) consequential loss of any kind or description.

- ii) fines, liquidated damages penalties for delay or detention or in connection with guarantees of performance or efficiency or loss of use

8. DAMAGE or CONSEQUENTIAL LOSS caused by or consisting of:

- i) the bedding down of new structures or by the settlement or movement of made up ground or by coastal or river erosion
- ii) subsidence, ground heave or landslip which commenced (and of which the Member was aware) prior to joining the RPA
- iii) the cost of the removal of asbestos unless removal is a necessity following DAMAGE

9. DAMAGE or CONSEQUENTIAL LOSS caused by or consisting of theft or attempted theft.

- i) by any person lawfully on the premises unless as a result of or in connection with actual or threatened assault or violence or use of force at the premises against the Member or any Employee or any other person lawfully on the premises, or
- ii) of property in transit (insofar as the Section provides cover) whilst the vehicle is left unattended unless the following security precautions have been complied with:
 - a) all doors, windows and other openings are securely locked and properly fastened and the keys removed from the vehicle
 - b) any alarm and immobiliser shall be switched on and made fully operational and outside the working day of the driver it is either:
 - a) garaged in a securely locked building of substantial construction, or
 - b) in a compound which has secure walls and fences with all exit points secured by locked gates, or
 - c) in a permanently guarded security park

Provided that DAMAGE or CONSEQUENTIAL LOSS caused by theft or attempted theft

- i) of Buildings or parts of Buildings
- ii) of or from locked modular buildings or of or from locked shipping containers

is not excluded

10. DAMAGE or CONSEQUENTIAL LOSS caused by or consisting of:

- i) damage to Data which shall include but shall not be limited to:
 - a) loss, destruction or corruption of Data whether in whole or in part
 - b) unauthorised appropriation, use, access to, or modification of Data
 - c) unauthorised transmission of Data to any third parties
 - d) damage arising out of any misinterpretation, use or misuse of Data
 - e) damage arising out of any operator error in respect of Data
- ii) damage to the Property arising directly or indirectly from:
 - a) the transmission or impact of any Virus
 - b) unauthorised access to a System
 - c) interruption of, or interference with, electronic means of communication used in the conduct of the Business including but not limited to any diminution in the performance of any website or electronic means of communication
 - d) failure of a System
 - e) anything described in 10. i) above

But in respect of 10. ii) a) 10. ii) b) 10. ii) c) 10. ii) d) this shall not exclude subsequent DAMAGE or any CONSEQUENTIAL LOSS arising directly or indirectly therefrom which itself results from a Defined Peril not otherwise excluded provided that such DAMAGE or any CONSEQUENTIAL LOSS arising directly or indirectly therefrom does not arise by reason of any malicious act or omission.

Definitions applicable to this Exclusion

- i) Data
Information represented or stored electronically including but not limited to code or series of instructions, operating systems, software programs and firmware.
- ii) Failure of a System
The complete or partial failure or inability whether in terms of availability, functionality and/or performance or otherwise of a System whether or not owned by the Member to operate at any time, as desired, as specified or as required in the circumstances of the Business.
- iii) System

System includes computers, other computing and electronic equipment linked to computer hardware, electronic data processing equipment, Microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation.

iv) Microchip

A unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly including integrated circuits and microcontrollers.

v) Virus

Programming code designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks, extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self-replication or not.

11. DAMAGE or CONSEQUENTIAL LOSS caused by or consisting of:

- i) contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Sections 1 and 2 Excluded Property

Sections 1 and 2 (unless stated to the contrary below) do not cover DAMAGE to or CONSEQUENTIAL LOSS in respect of:

1. vehicles licensed for road use (including accessories thereon) whilst on the public highway, railway locomotives, rolling stock, aircraft or spacecraft
2. water-borne craft other than hand propelled or sailing craft
3. land (including water in or on land), railway lines, dams, reservoirs, piers, jetties, wharves, docks, canals, rigs, wells, pipelines, bridges, culverts, tunnels, excavations, mining, property underground or off-shore property
4. above ground transmission and distribution lines and their supporting structures all the property of the Member or of the Trustees or for which they are responsible other than those within 500 metres of any of the Premises
5. money, cheques, stamps, bonds, credit cards or securities of any description
6. fixed glass by fracture not extending through its entire thickness

7. jewellery, precious stones, gold and silver articles, china, precious metals, precious stones, bullion, watches, furs, curiosities, rare books, explosives, non-ferrous metals, deeds, documents, manuscripts or plans.
8. Works of art, being a work of art, artwork, art piece, piece of art or art object that is an aesthetic physical item or artistic creation
9. property which at the time of the happening of the DAMAGE is Insured by any marine insurance policy or policies
10. (in respect of Section 1) any property Insured by or on behalf of the Member or of the Trustees

General Condition to Sections 1 and 2

The indemnity provided by the RPA shall not be invalidated by workmen in and about the Premises for the purpose of carrying out minor alterations, decoration, repairs, general maintenance or the like.

Section 3 – Employers’ Liability

Employers’ Liability Expense

The RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules indemnify (pay in respect of the costs and expenses specified in clauses 2i) and ii) below) the Member

1. for all sums that the Member shall become legally liable to pay:
 - i) in respect of Bodily Injury sustained by any Employee arising out of and in the course of employment with the Member caused during the Membership Year in connection with the Business within the Territorial Limits and
 - ii) in respect of claimants’ costs and expenses in connection therewith
2. in respect of:
 - i) the Member’s costs of legal representation at:
 - a) any coroner's inquest or inquiry in respect of any death
 - b) proceedings in any court arising out of any alleged breach of statutory duty resulting in Injury

which may be the subject of indemnity under clause 1 i) above

- i) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under clause 1 i) above

incurred with the prior written consent of the RPA Administrator

Limit of Liability

Unlimited

Member Retention

Nil

Section 3 Definitions

1. Territorial Limits

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands.

The Territorial Limits also include elsewhere in the world but only in respect of temporary visits to such territories by Employees in the course of the Business.

Section 3 Extensions

The following Extensions will apply subject to the Definitions, Exclusions and Conditions of the Rules.

The RPA Administrator will provide indemnity in respect of the following:

1. Health and Safety at Work etc. Act

Except as may otherwise be subject to indemnity under any other provision of this Arrangement the RPA Administrator will indemnify the Member in respect of legal fees expenses incurred with the RPA Administrator's written consent and any prosecution costs awarded in respect of:

- i) the defence of any criminal proceedings brought against the Member for an offence occurring during the Membership Year under the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or similar or amending legislation arising from the Business relating to matters affecting the safety health and welfare of Employees
- ii) an appeal against a conviction arising from such proceedings

but this extension of indemnity shall not apply to the payment of fines and Penalties arising in respect of such proceedings or appeal.

2. Unsatisfied Court Judgments

In the event of a:

- i) judgment for damages being obtained against any company or individual operating from premises within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in any court situated in the aforesaid territories by any Employee or the personal representative of any Employee in respect of Injury of the Employee caused during any Membership Year and arising out of and in the course of employment by the Member in the Business, and
- ii) remaining unsatisfied in whole or in part six months after the date of such judgment

the RPA Administrator will pay to the Employee or the personal representatives of the Employee at the request of the Member the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.

Provided always that:

- i) there is no appeal outstanding against such judgment
- ii) if any payment is made under the terms of this Extension the Employee or the personal representatives of the Employee shall assign the judgment to the RPA Administrator

3. Indemnity to others

- i) The RPA Administrator will indemnify as if they were the Member any party (including any principal) whom under contract or agreement the Member has agreed to indemnify but only to the extent required by such contract or agreement
- ii) The RPA Administrator accepts that the Trustees have no liability for Employers' liability claims arising out of the Business and therefore will indemnify the Trustees in respect of any such claims that may be made against the Trustees arising out of the Business carried out by a Member occupying property belonging to the Trustees.
- iii) The RPA Administrator will indemnify any of the following parties, but only at the request of the Member against legal liability which, if the case were brought by an Employee against the Member, the Member would be indemnified under this Section 3:
 - a) legal or personal representatives of the Member in respect of legal liability incurred by the Member
 - b) any Governor
 - c) any Employee
 - d) the officers, members, committee and voluntary helpers of a Member's canteen and welfare organisations
 - e) the officers and members of a Member's security, rescue, first aid, fire and ambulance services in their respective capacities as such
 - f) the officers, members, committee, voluntary helpers and guests of a Member's sports and social organisations in their respective capacities as such
 - g) the officers or members of a Member's medical organisation other than any doctor, surgeon or dentist while working in a professional capacity
- iv) The RPA Administrator, only at the request on the Member will indemnify a Subsidiary Company
 - a) for all sums that the Subsidiary Company shall become legally liable to pay:
 1. In respect of Bodily Injury sustained by any employee of the Subsidiary Company arising out of and in the course of employment with the Subsidiary Company caused during any Membership Year in connection with the Business within the Territorial Limits and
 2. In respect of claimants' costs and expenses in connection therewith
 - b) for:

1. The Subsidiary Company's costs of legal representation at:

- i) any coroner's inquest or inquiry in respect of any death
- ii) proceedings in any court arising out of any alleged breach of statutory duty resulting in Injury

which may be the subject of indemnity under extension 3) iv) a) 1) above

2. All other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under extension 3) iv) a) 1) above incurred with the prior written consent of the RPA Administrator.

but only to the extent the Subsidiary Company's activities are related to the Business of the Member and the RPA Administrator has expressly agreed to provide an indemnity under the RPA for the Subsidiary Company's activity, and in relation to liabilities where the Subsidiary Company is not required to arrange compulsory Employers' Liability insurance in accordance with legislation.

4. Corporate Manslaughter and Corporate Homicide Act

Except as may otherwise be subject to indemnity under any other provision of this Arrangement the RPA Administrator will indemnify the Member in respect of legal fees expenses incurred with the RPA Administrator's written consent and any prosecution costs awarded in respect of:

- i) the defence of any criminal proceedings brought against the Member for an offence occurring during the Membership Year under the Corporate Manslaughter and Corporate Homicide Act 2007 or similar or amending legislation including any offence of manslaughter or culpable homicide arising from the Business provided in all cases it relates to matters affecting the safety health and welfare of Employees
- ii) an appeal against a conviction arising from such proceedings

But this extension of indemnity shall not apply to the payment of fines and penalties or the cost of complying with a publicity order or remedial order as defined in the Corporate Manslaughter and Corporate Homicide Act 2007 or similar or amending legislation arising in respect of such proceedings or appeal.

5. Data Protection Legislation (Incorporating General Data Protection Regulations (GDPR))

The RPA Administrator will pay the Member in respect of legal fees expenses incurred with the RPA Administrator's written consent in respect of:

- i. the defence of any criminal proceedings brought against the Member in respect of an offence occurring during the Membership Year under the Data Protection Act 1998 or similar or amending legislation

- ii. any appeal against a conviction arising from such proceedings

provided that the Member is registered in accordance with the terms of the Act, in relation the Data Protection Act 2018 or any similar or amending legislation this requirement will only apply to the extent that such legislation requires registration.

Provided always that the RPA Administrator shall not be liable under this Extension 5

- i) for the payment of fines and Penalties or the costs of complying with a publicity order or remedial order made under the Corporate Manslaughter and Corporate Homicide Act 2007 or any similar or amending legislation
- ii) to indemnify any Governor or Employee who has committed or alleged to have committed any deliberate act if the result could reasonably have been expected having regard to the nature and the circumstances of such act or omission.

6. Data Protection Legislation (incorporating General Data Protection Regulations (GDPR) Compensation

The RPA Administrator will indemnify the Member and at the request of the Member any Governor or Employee in respect of their liability to pay compensation in respect of damage or distress as described under the Data Protection Act 1998 or any similar or amending legislation (the Act), provided always that:

- i) the Member has registered in accordance with the terms of the Act in relation the Data Protection Act 2018 or any similar or amending legislation this requirement will only apply to the extent that such legislation requires registration.
- ii) a Claim is first made against the Member during the Membership Year

this extension shall not apply in respect of the cost of replacing, reinstating, rectifying or erasing any personal data.

7. Compensation for Court Attendance

In the event of any Governor of a Member or Employee attending court as a witness at the request of the RPA Administrator in connection with a claim in respect of which indemnity is provided herein the RPA Administrator shall provide compensation to the Member at the following rates per day for each day on which attendance is required.

Any Governor or Employee £250

8. Asbestos

The RPA Administrator will indemnify the Member for all sums which the Member shall become legally liable to pay for damages or compensation arising from claims made during the Membership Year for mental injury, bodily injury, death, disease or illness arising out of actual exposure to asbestos, dust or asbestos containing materials in connection with the Business.

Provided always that the RPA Administrator shall not be liable under this Extension

- i) for claims relating to exposure occurring prior to the date of the signing of the funding agreement for the relevant academy
- ii) to the extent that an indemnity is provided by an insurance policy
- iii) for claims that the Member had prior knowledge of before opting to join the RPA

Section 3 Exclusions

The RPA Administrator will not provide indemnity for any legal liability where the Member has arranged third party motor liability insurance or is required to arrange compulsory motor insurance or security in accordance with road traffic act legislation in respect of Injury to any Employee of the Member happening during any Membership Year in connection with the Business within the Territorial Limits.

Section 4 – Third Party Public Liability

Third Party Public Liability Expense

The RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules indemnify the Member

1. for all sums that the Member shall become legally liable to pay for damages or compensation in respect of or arising out of:
 - i) Personal Injury
 - ii) property damage
 - iii) nuisance, trespass or interference with any easement right of air, light, water or way

occurring during the Membership Year within the Territorial Limits in connection with the Business

2. against legal liability for claimants costs and expenses in connection with clause 1 above of or in connection with any relevant Extension of this Section.
3. in respect of:
 - i) the Member's costs of legal representation at:
 - a) any coroner's inquest or inquiry in respect of any death
 - b) proceedings in any court arising out of any alleged breach of statutory duty which may be the subject of indemnity under clause 1 above or any relevant Extension of this Section
 - ii) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under clause 1 above or any relevant Extension of this Section

incurred with the prior written consent of the RPA Administrator

Limit of Liability

Unlimited

Member Retention

Nil

Section 4 Definitions

1. Abuse

Abuse which shall include but not limited to:

- i) acts of hurting or injuring, mentally or physically by maltreatment or ill-use, or
- ii) acts of forcing sexual activity, rape or molestation, or
- iii) repeated or continuing contemptuous coarse or insulting words or behaviour

2. Claim

A written demand for compensation or damages or a written intimation of the intention to seek compensation or damages or where the Member becomes aware of any circumstance which in their opinion could reasonably be expected to give rise to liability for which the RPA is intended to provide coverage.

It being understood that the earliest of these points in time will be deemed to be when the Claim is made.

3. Hirer

Any person or organisation to whom the Member has hired part of the premises where that person or organisation does not have or would not be expected to have public liability insurance.

4. Pollution

The discharge, dispersal, release or escape of smoke vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases or waste materials or other irritants, contaminants or pollutants into or upon land the atmosphere or any watercourse or body of water.

5. Property Damage

Loss of or damage to material property.

6. Territorial Limits

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands.

The Territorial Limits also include elsewhere in the world but only in respect of temporary visits to such territories in the course of the Business.

Section 4 Extensions

The following Extensions will apply subject to the Definitions, Exclusions and Conditions of the Rules.

The RPA Administrator will provide indemnity in respect of the following Extensions

1. Additional Legal Costs

The RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules pay the Member in respect of:

- i) the Member's costs of legal representation at:
 - a) any coroner's inquest or inquiry in respect of any death
 - b) proceedings in any court arising out of any alleged breach of statutory duty resulting in any occurrence

which may be the subject of indemnity under the RPA

- ii) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under the RPA incurred with the RPA Administrator's written consent

2. Defective Premises Act

The RPA Administrator will indemnify the Member in respect of any liability which the Member as previous owners may incur by virtue of the Defective Premises Act 1972 or the Defective Premises Measure (Northern Ireland) 1974 or any similar or amending legislation in connection with any premises which have been disposed of by the Member and which prior to such disposal were occupied by the Member in connection with the Business provided that the indemnity under this Extension shall not cover:

- i) any liability for incidents happening prior to such disposal
- ii) the cost of repairing, replacing or reinstating any defect giving rise to such liability or for the rectification of faulty workmanship
- iii) any Insured liability

3. Legal Defence Costs

The RPA Administrator will pay the Member in respect of legal fees expenses incurred with the RPA Administrator's written consent and any prosecution costs awarded against the Member in respect of:

- i) **Health and Safety at Work etc. Act**
 - a) The defence of any criminal proceedings brought against the Member for an offence occurring during the Membership Year under the Health and Safety at

Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or similar or amending legislation provided in all cases it relates to matters affecting safety health and welfare other than of Employees.

b) An appeal against a conviction arising from such proceedings.

ii) Consumer Protection Act

a) The defence of any criminal proceedings brought against the Member in respect of an offence occurring during the Membership Year under Part II of the Consumer Protection Act 1987 or similar or amending legislation.

b) Any appeal against a conviction arising from such proceedings.

iii) Food Safety Act

a) The defence of criminal proceedings brought against the Member for an offence occurring during the Membership Year under the Food Safety Act 1990 or similar or amending legislation.

b) Any appeal against a conviction arising from such proceedings.

iv) Corporate Manslaughter and Corporate Homicide Act

a) The defence of any criminal proceedings brought against the Member or for an offence occurring during the Membership Year under the Corporate Manslaughter and Corporate Homicide Act 2007 or similar or amending legislation including any offence of manslaughter or culpable homicide arising from the Business provided in all cases it relates to matters affecting safety health and welfare other than of Employees.

b) An appeal against a conviction from such proceedings.

v) Data Protection Act Legislation (incorporating General Data Protection Regulations (GDPR))

a) The defence of any criminal proceedings brought against the Member in respect of an offence occurring during the Membership Year under the Data Protection Act 1998 or similar or amending legislation.

b) Any appeal against a conviction arising from such proceedings.

provided that the Member is registered in accordance with the terms of the Act, in relation to the Data Protection Act 2018 or any similar or amending legislation this requirement will only apply to the extent that such legislation requires registration.

Provided always that the RPA Administrator shall not be liable under paragraphs i) ii) iii) iv) and v) of this Extension 3

i) for the payment of fines and Penalties or the costs of complying with a publicity order or remedial order made under the Corporate Manslaughter and Corporate Homicide Act 2007 or any similar or amending legislation

- ii) to indemnify any Governor or Employee who has committed or alleged to have committed any deliberate act if the result could reasonably have been expected having regard to the nature and the circumstances of such act or omission.

4. Data Protection Legislation (incorporating General Data Protection Regulations (GDPR))

The RPA Administrator will indemnify the Member and at the request of the Member any Governor or Employee in respect of their liability to pay compensation in respect of damage or distress as described under the Data Protection Act 1998 or any similar or amending legislation (the Act), provided always that:

- i) the Member has registered in accordance with the terms of the Act in relation to the Data Protection Act 2018 or any similar or amending legislation this requirement will only apply to the extent that such legislation requires registration
- ii) a Claim is first made against the Member during the Membership Year

this extension shall not apply in respect of the cost of replacing, reinstating, rectifying or erasing any personal data

5. Contingent Motor Liability

Notwithstanding Exclusion 1 i) of Section 4 the RPA Administrator will indemnify the Member against legal liability for Bodily Injury to any person and or Property Damage arising out of the use in the course of the Business of any mechanically propelled vehicle not the property of nor provided by the Member provided always that this indemnity will not apply to legal liability:

- i) in respect of loss of or damage to such vehicle or to property conveyed therein
- ii) in respect of which a Member is entitled to indemnity under an insurance policy
- iii) arising outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- iv) for which a Member is obliged to affect insurance by virtue of compulsory insurance as is required by the Road Traffic Act 1988 or the Road Traffic (Northern Ireland) Order 1981 or any subsequent amending legislation

6. Cross Liability

In respect of a Member's canteen, sports, social and welfare activities and the activities of any sports or social club associated with the Member, it is agreed that if any claim arising out of such activities is made upon any member by any other such member or other person and the claim is such that if made upon the Member the Member would be entitled to indemnity under the RPA, the RPA Administrator will, subject to the terms and

Conditions and Exclusions of the Rules, indemnify the said member in respect of such claim.

For the purposes of this indemnity guests and voluntary helpers shall be deemed to be members.

Provided that:

- i) such member is not entitled to indemnity under any insurance policy
- ii) such member shall, as though he were the Member, observe, fulfil and be subject to the terms Exclusions and Conditions of the Rules

7. Indemnity to others

- i) The RPA Administrator will indemnify as if it were the Member any party (including any principal) whom under contract or agreement the Member has agreed to indemnify but only to the extent required by such contract or agreement.
- ii) The RPA Administrator agrees that the Trustees have no liability for Third Party Liability claims arising out of the Business and will therefore indemnify the Trustees in respect of any such claim that may be made against the Trustees arising out of the Business carried out by a Member occupying property belonging to the Trustees.
- iii) The RPA Administrator will indemnify any of the following parties, but only at the request of the Member against legal liability which, if the case were brought by a third party against the Member, the Member would be indemnified under this Section 4:
 - a) legal or personal representatives of the Member in respect of legal liability incurred by the Member
 - b) any Governor
 - c) any Employee
 - d) lessors where such lessors are required in contract to be indemnified in respect of property, plant or equipment leased to a Member
 - e) the officers, members, committee and voluntary helpers of a Member's canteen and welfare organisations
 - f) the officers and members of a Member's security, rescue, first aid, fire and ambulance services in their respective capacities as such
 - g) the officers, members, committee, voluntary helpers and guests of a Member's sports and social organisations in their respective capacities as such
 - h) the officers or members of a Member's medical organisation other than any doctor, surgeon or dentist while working in a professional capacity
- iv) The RPA Administrator, only at the request of the Member will indemnify a Subsidiary Company:

- a) for all sums that the Subsidiary Company shall become legally liable to pay for damages or compensation in respect of or arising out of:
1. Personal Injury
 2. property damage
 3. nuisance, trespass or interference with any easement right of air, light, water or way

occurring during any Membership Year within the Territorial Limits in connection with the Business

- b) against legal liability for claimants costs and expenses in connection with extension 7) iv) a) above of or in connection with any relevant Extension of this Section 4.

c) for:

1. the Subsidiary Company's costs of legal representation at:
 - i) any coroner's inquest or inquiry in respect of any death
 - ii) proceedings in any court arising out of any alleged breach of statutory duty
 - iii) which may be the subject of indemnity under Extension 7) iv) a) above or any relevant Extension of this Section 4
2. all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under clause 7) iv) a) above or any relevant Extension of this Section

incurred with the prior written consent of the RPA Administrator.

but only to the extent that the Subsidiary Company's activities are related to the Business of the Member and the RPA Administrator has expressly agreed to provide an indemnity under the RPA for the Subsidiary Company's activity.

8. Obstructing Vehicles

In the event of a mechanically propelled vehicle causing an obstruction to the extent of interfering with the carrying out of the Business then notwithstanding Exclusion 1 i) of Section 4 the RPA Administrator will indemnify the Member in respect of legal liability to pay damages or compensation for Personal Injury or Property Damage arising from the movement of such vehicle by the Member.

Provided that:

- i) such movement shall be limited to the minimum necessary to clear the obstruction

- ii) this Extension shall not apply where an indemnity is provided by any motor insurance contract or where compulsory motor insurance is required by law or where there is a specific insurance policy applying

9. Pollution Clean Up

Where the RPA provides indemnity against liability caused by or arising from Pollution occurring within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands the indemnity shall include Clean Up to the extent not already included within that indemnity.

Provided that the indemnity provided by this Extension shall not:

- i) include Clean Up in or on any property land watercourse or body of water owned leased or rented by a Member
- ii) include the cost of restoration or reintroduction of flora or fauna
- iii) override any RPA Exclusion in respect of Pollution liability which Exclusion shall take precedence to the extent that it conflicts with any provision in this Extension

For the purpose of this Extension the following definitions will apply:

i. Clean Up

The reasonable cost of Remediation incurred by the Member or for which they are legally liable as required by any Enforcing Authority but shall not include the costs of achieving any improvement or alteration in the condition of any property or land or the atmosphere or any watercourse or any body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences.

ii. Enforcing Authority

Any government or statutory authority or body implementing or enforcing environmental protection legislation.

iii. Remediation

Remedying the effect of Pollution.

10. Legionella and Airborne Pathogen

The RPA Administrator will indemnify the Member for all sums which the Member shall become legally liable to pay for damages or compensation arising from Claims made during the Membership Year for Legionella, Pneumophila or the mutants derivatives or variations thereof or airborne pathogens causing Bodily Injury or Property Damage in connection with the Business.

Provided always that the RPA Administrator shall not be liable under this Extension

- i) for claims relating to exposure occurring prior to the date of the signing of the funding agreement for the relevant academy
- ii) to the extent that an indemnity is provided by an insurance policy

- iii) for claims that the Member had prior knowledge of before opting to join the RPA.

11. Asbestos

The RPA Administrator will indemnify the Member for all sums which the Member shall become legally liable to pay for damages or compensation arising from claims made during the Membership Year for mental injury, bodily injury, death, disease or illness arising out of actual exposure to asbestos, dust or asbestos containing materials in connection with the Business.

Provided always that the RPA Administrator shall not be liable under this Extension

- i) for claims relating to exposure occurring prior to the date of the signing of the funding agreement for the relevant academy
- ii) to the extent that an indemnity is provided by an insurance policy
- iii) for claims that the Member had prior knowledge of before opting to join the RPA.

12. Advertising Liability

The RPA will indemnify the Member for all sums which a Member shall become legally liable to pay as damages or compensation in respect of:

- i) libel, slander or defamation
- ii) any infringement of copyright, or of title, or of slogan
- iii) piracy or unfair competition or idea misappropriation under an implied contract
- iv) any invasion of right of privacy

committed or alleged to have been committed during the Membership Year in any advertisement, publicity article, broadcast or telecast and arising out of the Business.

The RPA Administrator will not indemnify the Member in respect of claims made for:

- i) failure of performance of contract except claims for unauthorised appropriation of ideas based upon alleged breach of an implied contract
- ii) infringement of registered trade mark, service mark or trade name by use thereof as the registered trade mark, service mark or trade name of goods or services sold, offered for sale or advertised except titles or slogans
- iii) incorrect description of any article or commodity
- iv) mistake in advertised price

13. Abuse

The RPA Administrator will indemnify the Member for all sums which the Member shall become legally liable to pay for damages or compensation arising from claims made during the Membership Year for Abuse in connection with the Business.

Provided always that the RPA Administrator shall not be liable under this Extension:

- i) for Abuse that happened prior to the date of the signing of the funding agreement for the relevant academy
- ii) to the extent that an indemnity is provided by an insurance policy
- iii) for claims that the Member had prior knowledge of before opting to join the RPA

14. Compensation for Court Attendance

In the event of any Governor of a Member or Employee attending court as a witness at the request of the RPA Administrator in connection with a claim in respect of which indemnity is provided herein the RPA Administrator will provide compensation to the Member at the following rates per day for each day on which attendance is required.

Any Governor or Employee £250

15. Medical Procedures

The RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules indemnify the Member

1. for all sums that the Member shall become legally liable to pay for damages or compensation in respect of or arising out of Personal Injury occurring during the Membership Year within the Membership Year within the Territorial Limits in connection with the Business
2. against legal liability for claimants costs and expenses in connection with clause 1 above
3. in respect of:
 - i) costs of legal representation at:
 - a) any coroner's inquest or inquiry in respect of any death
 - b) proceedings in any court arising out of any alleged breach of statutory duty which may be the subject of indemnity under this Extension 15
 - ii) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under clause 1 above

incurred with the prior written consent of the RPA Administrator.

Provided that the Member complies with the statutory guidance on supporting pupils at school with medical conditions, December 2015 or similar amending statutory guidance.

16. Hirers Liability

The RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules indemnify any Hirer

1. for all sums that the Hirer shall become legally liable to pay for damages or compensation in respect of or arising out of:
 - i) Personal Injury
 - ii) property damage
 - iii) nuisance, trespass or interference with any easement right of air, light, water or way

occurring during the Membership Year in connection and solely and directly arising from the use of the Member's premises or facilities during the period of the hire.

2. against legal liability for claimants costs and expenses in connection with clause 1 above
3. in respect of:
 - i) costs of legal representation at:
 - a) any coroner's inquest or inquiry in respect of any death
 - b) proceedings in any court arising out of any alleged breach of statutory duty which may be the subject of indemnity under this Extension 16
 - ii) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under clause 1 above

incurred with the prior written consent of the RPA Administrator.

Section 4 Exclusions

The indemnity provided under this Section will not apply to or include liability.

1. Arising from or out of the ownership possession or use by or on behalf of the Member of any:
 - i) mechanically propelled vehicle or mobile plant other than legal liability arising out of:
 - a) the use of plant as a tool of trade on site
 - b) the use of plant at the premises of the Member

- c) the loading or unloading of any vehicle
- d) the unauthorised movement on the Member's premises or contract site

Provided that:

A. indemnity is not provided by any motor insurance contract , or

B. compulsory motor insurance is not required by law

- ii) manned aircraft or other manned aero spatial device
- iii) hovercraft or hydrofoil
- iv) water-borne craft other than:
 - a) hand propelled or sailing craft in inland territorial waters
 - b) water-borne craft not owned by the Member but used by the Member, mechanically propelled water borne craft not exceeding 22 feet in length in inland or territorial waters

provided that there is no specific insurance applying

2. For loss of or damage to any property which at the time of the Occurrence giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Member other than:
 - i) Employees', Governors', guests', pupils' or visitors' personal effects, including vehicles and their contents
 - ii) premises including fixtures, fittings and contents not owned by or leased to or rented to a Member where the Member is undertaking work in connection with the Business
 - iii) premises and their fixtures and fittings, hired, leased, rented or lent to a Member (or Hirer) other than such loss or damage if liability is assumed by the Member under a tenancy or other agreement and would not have attached in the absence of such agreement
 - iv) any property (other than the actual part) on which the Member or any Employee or agent of the Member is or has been working
 - v) consequential losses arising from such loss or damage
3. For Property Damage to that part of any property on which the Member or any Employee or agent of the Member is or has been working.
4. In respect of the Bodily Injury to any Employee arising out of and in the course of employment by the Member in connection with the Business.
5. In respect of Pollution of buildings or other structures or water or land or the atmosphere unless the Pollution is caused by a sudden identifiable unintended and

unexpected incident which takes place in its entirety at a specific moment in time and place during the Membership Year anywhere in the Territorial Limits.

6. In respect of:

- i) fines, Penalties or liquidated damages
- ii) compensation ordered or awarded by a Court of Criminal Jurisdiction
- iii) aggravated exemplary or punitive damages awarded by any court outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

7. For any occurrence directly or indirectly caused by or contributed to by or arising from:

- i) contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- iii) any consequence of war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power

8. Arising from or out of an activity of a Subsidiary Company where the activity is not related to the Business of the Member and has not been approved by the RPA Administrator.

Section 5 – Governors Liability

Governors Liability Expense

The RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules indemnify

1. the Member in respect of losses arising as a result of indemnifying an Indemnified Person in accordance with its legal obligations, for Loss arising from Claims made against the Indemnified Person, during a Membership Year
2. an Inactive Academy Trust that is a former Member in respect of losses arising as a result of indemnifying an Indemnified Person in accordance with its legal obligations, for Loss arising from Claims made against the Indemnified Person, during a Membership Year or any subsequent period up to the point the Inactive Academy Trust is dissolved.

Provided always that the RPA Administrator shall not be liable:

- i) for any Claim where the cause of such claim occurred or that was alleged to have occurred prior to the date of the signing of the funding agreement for the relevant academy
- ii) to the extent that an indemnity is provided by an insurance policy
- iii) for claims that the Member had prior knowledge of before opting to join the RPA
- iv) for claims from an Inactive Academy Trust that was not a Member at the point in time that it became inactive.

Limit of Liability

The RPA Administrator's Limit of Liability in respect of each academy shall be £10,000,000 each and every Loss and shall be the maximum aggregate liability of the RPA Administrator from all Losses from an academy whose Academy Trust is a Member during any one Membership Year.

Member Retention

Nil

Section 5 Definitions

1. Claim

- i) Any suit or proceedings brought by any person or organisation against an Indemnified Person for monetary damages or other relief as a result of a Wrongful Act, or
- ii) any written demand from a person or organisation that it is the intention of such person or organisation to hold one or more Indemnified Persons responsible for the results of any specified Wrongful Act

2. Defence Costs

Reasonable and necessary fees (including legal fees), costs and expenses incurred with the written consent of the RPA Administrator resulting solely from the investigation, adjustment, defence and appeal of any claim or criminal prosecution against an Indemnified Person or representation of an Indemnified Person at any official investigation into the affairs of the Member but shall not include salaries of directors, officers or Employees of the Member.

3. Indemnified Person

- i) Any Governor or any member of the governing body or board of governors of the Member and/or any representative acting solely on behalf of an Indemnified Person
- ii) Any Employee of the Member whilst acting in a managerial capacity with regard to the overall operation of the educational establishment
- iii) Any Employee who is named as a co-defendant in respect of a Claim made against a Governor
- iv) Any past governor in relation to any claim arising as a result of a Wrongful Act committed whilst a Governor

4. Loss

Damages, judgements, settlements and Defence Costs. However Loss shall not include civil or criminal fines or penalties imposed by law, punitive or exemplary damages (other than damages awarded for libel and slander), taxes, any amount for which an Indemnified Person is not legally liable.

5. Wrongful Act

Any actual or alleged breach of duty, breach of trust, neglect, error, misstatement, omission, breach of warranty of authority, libel and slander or any other act committed by any Indemnified Person solely in the course of the Business.

Section 5 Extensions

The following Extensions will apply subject to the Definitions, Exclusions and Conditions of the Rules.

The RPA Administrator will provide indemnity in respect of the following Extensions:

1. Defence Costs incurred by an Indemnified Person in successfully defending themselves against criminal or regulatory proceedings in respect of pollution of any kind which results from a Wrongful Act. Provided that the liability of the RPA Administrator will be limited to £1,000,000 in any one Membership Year for all Indemnified Persons of an academy whose Academy Trust is a Member
2. Defence Costs incurred by an Indemnified Person in respect of successfully defending any criminal proceedings, including those for corporate killing or manslaughter resulting from a Wrongful Act
3. Defence Costs incurred by an Indemnified Person in respect of successfully defending any civil proceedings
4. Defence Costs incurred by an Indemnified Person in defending any civil proceedings in which judgement is given against the Indemnified Person up to the point the judgement is given. All subsequent defence costs incurred by the Indemnified Person in relation to the same proceedings will not be indemnified.

Section 5 Exclusions

The indemnity provided under this Section will not apply to or include liability:

1. arising out of, based upon or attributable to the gaining in fact of any personal profit or advantage to which an Indemnified Person was not legally entitled
2. arising out of, based upon or attributable to the committing in fact of any dishonest or fraudulent act
3. arising out of, based upon or attributable to any pending or prior litigation at the Membership Date, or alleging or derived from the same or essentially the same facts as alleged in any pending or prior litigation, or any pending demand, suit or other proceeding or order, decree or judgement entered against any Indemnified Person before the Membership Date
4. arising out of, based upon or attributable to any Personal Injury or damage to Property
5. arising out of, based upon or attributable to, or in any way involving, directly or indirectly any allegation of malicious falsehood
6. in a capacity as trustee or fiduciary under law (statutory or non-statutory including common) or administrator of any pension, profit sharing or employee benefit

programme provided that this exclusion shall not be deemed to apply to an Indemnified Person acting in their capacity as a pensions administrator of the Member

7. arising out of, based upon or attributable to, any act or omission which the Indemnified Person knew to be a breach of trust or breach of duty or which was committed by the Indemnified Person in reckless disregard to whether it was a breach of trust or breach of duty or not
8. of the Indemnified Person to pay
 - i) a fine imposed in criminal proceedings, or
 - ii) a sum payable to a regulatory authority by way of a Penalty in respect of non-compliance with any requirement of a regulatory nature (however arising)
9. incurred by the Indemnified Person
 - i) in defending criminal proceedings in which the Indemnified Person is convicted, or
 - ii) in connection with an application for relief in which the court refuses to grant the Indemnified Person relief

Section 6 – Professional Indemnity

Professional Indemnity Expense

The RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules indemnify the Member for all sums that the Member shall become legally liable to pay for damages or compensation in respect of or arising out of Claims made against the Member during a Membership Year.

Provided always that the RPA Administrator shall not be liable:

1. for any Claim where the cause of such claim occurred or that was alleged to have occurred prior to the date of the signing of the funding agreement for the relevant academy
2. to the extent that an indemnity is provided by an insurance policy
3. for claims that the Member had prior knowledge of before opting to join the RPA

Limit of Liability

Unlimited

Member Retention

£1,000 each and every loss

Section 6 Definitions

Claim

1. An actual or alleged breach of professional duty including alleged failure to teach committed by the Member or any Governor or Employee of the Member.
2. Libel slander or defamation, written or spoken by the Member or any Governor or Employee of the Member. Provided that the liability of the RPA Administrator in respect of each academy shall be £500,000 each and every loss and shall be the maximum aggregate liability of the RPA Administrator from all losses from an academy whose Academy Trust is a Member during any one Membership Year.
3. Which arises from the physical destruction or damage, loss or mislaying of any document in the care, custody and control of the Member which after diligent search cannot be found. Provided that:
 - i) the liability of the RPA Administrator in respect of each academy shall be £500,000 each and every loss and shall be the maximum aggregate liability of the RPA Administrator from all losses from an academy whose Academy Trust is a Member during any one Membership Year

- ii) where the documents are in electronic format the Member can demonstrate to the reasonable satisfaction of the RPA Administrator that the Member had in place sufficient and proper procedures for the security and the daily back-up of documents

Section 6 Exclusions

The indemnity provided under this Section will not apply to or include liability:

1. arising from or out of the ownership, possession or use by or on behalf of the Member of any land, buildings, aircraft, watercraft or mechanically propelled vehicle
2. arising from Personal Injury sustained by any Employee of the Member arising out of and in the course of his/her employment by the Member or for any breach of any obligation owed by the Member to any Employee
3. arising from any dishonest, fraudulent, criminal or malicious act or omission of the Member
4. for any fine or penalty, punitive, exemplary or non-compensatory damages (other than exemplary damages in respect of libel, slander or defamation)
5. arising from any agreement by the Member in so far as a liability under such agreement exceeds the Member's liability in the absence of such agreement
6. arising from circumstances existing prior to the Membership Date and which the Member ought reasonably to have known might give rise to a loss
7. arising where action for damages is brought in a court of law outside the Territorial Limits, or where action is brought in a court within the Territorial Limits to enforce a foreign judgement
8. arising out of or relating directly or indirectly from, in consequence of or in any way involving pollution
9. arising from any claim for Personal Injury sustained by any person (other than emotional distress arising from any libel, slander or defamation), or for any loss, damage or destruction of property
10. arising from any claim alleging infringement of copyright, patent, registered design, trade mark or passing off and/or any other intellectual property rights
11. in respect of costs and expenses incurred by the Member in the replacement or restoration of any document arising directly or indirectly from the failure or inefficacy of any programme, instruction or data for use in any computer or other electronic data processing device, equipment or system occasioned other than through its physical destruction or damage

Section 7 – Employee and Third Party Dishonesty

Employee and Third Party Dishonesty Expense

The RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules indemnify the Member against the following

1. Direct pecuniary loss or loss of property belonging to or the responsibility of the Member arising solely and directly from a deliberate act or acts of fraud or dishonesty committed by any Employee of the Member with the clear intention of and which result in improper financial gain for such Employee or for any other person or organisation and which occurs during the Membership Year. Salaries fees commissions and other employee benefits including salary increases and promotions shall not constitute improper financial gain.
2. Theft of money, security or other property by computer fraud, or the theft of any of the Member's funds from an account maintained by the Member at a financial institution through fraudulent transfer instructions communicated to such financial institution and which occurs during the Membership Year. Fraudulent transfer instructions shall include fraudulent electronic, telegraphic, cable, facsimile, teletype, telephone or written instructions to debit such account and to transfer, pay or deliver funds from such account and which instructions purport to have come from the Member but which are fraudulently transmitted or issued by a third party, are a forgery or fraudulently altered by a third party.

Limit of Liability

The RPA Administrator's Limit of Liability in respect of each academy shall be £500,000 each and every Loss and shall be the maximum aggregate liability of the RPA Administrator in any one Membership Year for an academy whose Academy Trust is a Member.

Member Retention

The first £500 of each and every loss other than losses by a Primary Academy where the Member Retention will be the first £250 each and every loss

Section 7 Definitions

Loss

1. All acts of fraud or dishonesty committed by any one Employee or Employees acting in collusion during the continuance of the Academy Trust's membership of the RPA. Acting in collusion means all circumstances where two or more Employees are involved or implicated together or assist each other materially in committing acts of fraud or dishonesty.

2. Any loss of money, security or other property by computer fraud, or the theft of any Member's funds from an account maintained by the Member at a financial institution through fraudulent transfer instructions communicated to such financial institution.

Section 7 Extensions

The following Extensions will apply subject to the Definitions, Exclusions and Conditions of the Rules.

The RPA Administrator will provide indemnity in respect of the following Extensions.

1. the cost of any special professional audit necessarily incurred with the written consent of the RPA Administrator solely to formulate the amount of loss
2. loss directly resulting from forgery by a third party of any cheque or other financial instrument
3. loss directly resulting from the acceptance in good faith of any counterfeit money orders or current paper currency
4. loss directly resulting from the fraudulent use by a third party of any credit debit or charge card issued to an Employee by a Member for Business purposes

Section 7 Exclusions

The indemnity provided under this Section will not apply to or include liability:

1. for loss of interest on loss of profits or any kind of consequential loss
2. any loss arising elsewhere than in the Territorial Limits
3. any Loss arising solely and directly from a deliberate act or acts of fraud or dishonesty committed by any Employee of the Member not discovered within 12 months of the termination of employment of the Employee committing the act of fraud or dishonesty, or in the event of Employees acting in collusion, within 12 months of the termination of the last Employee involved in the collusion
4. any loss of money, security or other property by computer fraud, or the theft of any Member's funds from an account maintained by the Member at a financial institution through fraudulent transfer instructions communicated to such financial institution not discovered within 12 months of the loss of money, security, other property or funds.

Section 8 – Money

Money Expense

The RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules indemnify the Member against:

1. loss of Money, the property of the Member or for which the Member is responsible in the course of the Business:
 - i) in transit
 - ii) on the Premises
 - iii) at the private dwelling houses of any authorised Employee or Governor
 - iv) deposited in a bank night safe until removed by a bank official
2. loss or damage to:
 - i) the safe(s) or strongroom(s) including replacement of locks
 - ii) any case, bag, moneybelt or waistcoat used for the carriage of Money following theft or attempted theft therefrom
 - iii) any stamp franking machine
3. damage to clothing and personal effects belonging to any Employee or Governor following robbery or any attempt thereat up to a limit of £500 any one loss

Limit of Liability

The RPA Administrator's Limit of Liability shall be:

Description	Limit any one loss
1. Stamped national insurance cards, crossed cheques, crossed giro cheques, crossed bankers drafts, crossed warrants, national savings certificates, premium savings bonds, franking machine impressions, credit company sales vouchers and VAT invoices	£250,000
2. Money other than described in (1) above not contained in a locked safe in the Member's Premises or in transit or in a bank night safe	£5,000
3. Money other than described in (1) above in locked safes	£10,000
4. Money other than described in (1) above whilst at the private residence of authorised Employees or Governors	£500
5. Any other loss	£500

Member Retention

The first £100 of each and every loss other than losses by a Primary Academy where the Member Retention will be the first £50 each and every loss.

Section 8 Conditions

It is a condition that:

1. a complete record shall be kept of the Money
2. such record shall be deposited in a secure place other than in the safes containing Money
3. outside business hours the safes shall be kept locked and the keys of the safes shall not be left on the Premises

Section 8 Exclusions

The indemnity provided under this Section will not apply to:

1. shortages due to clerical or accounting errors
2. loss due to fraud or dishonesty of any Employee or Governor
3. loss of Money from unattended vehicles
4. loss or damage arising elsewhere than in the Territorial Limits
5. in respect of loss or damage by burglary, housebreaking or any attempt thereat where there is no visible evidence of violent and forcible entry into or exit from the Premises

Section 9 – Personal Accident

Personal Accident Expense

1. In the event of a Person sustaining Accidental Bodily Injury during the Membership Year, in the course of the Business and within the Territorial Limits the RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules compensate the Member by payment of the appropriate Benefit as set out below.
2. In the event of an Employee sustaining Accidental Bodily Injury during the Membership Year, in the course of the Business within the Territorial Limits and as a result of assault if that Employee's terms and conditions of employment contain an obligation on the employer to maintain personal accident cover the benefit payable by the RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules be either the benefit as set out in the Conditions of Service for School Teachers in England and Wales (the "Burgundy Book") or the National Joint Council for Local Government Services National Agreement on Pay and Conditions of Service (the "Green Book") or the Benefit stated below, whichever is higher.

Section 9 Definitions

1. Person

Any Employee, Governor, volunteer or pupil of the Member.

2. Accidental Bodily Injury

Accidental bodily injury sustained by the Person which solely and independently of any other cause (except illness directly resulting from or medical or surgical treatment rendered necessary as a result of such injury) occasions the death of or loss of disablement to the Person within 24 months from the date such injury is caused.

3. Benefits

i) Accidental Death	£100,000
ii) Permanent Total Disablement	£100,000
iii) Loss of Limb or Eye	£100,000

4. Loss of Eye

Total and Permanent loss of sight in one or both eyes.

5. Loss of Limb

- i) Permanent loss by physical separation of one or more
 - a) hands at or above the wrist
 - b) feet at or above the ankle
- ii) Permanent loss of use of one or more hands or feet

6. Permanent Disability

A condition of disability which in the opinion of the RPA Administrator's medical advisors at 12 months after the date of the incident giving rise to Accidental Bodily Injury is likely to continue without improvement for the rest of the Person's life.

7. Permanent Total Disablement

Permanent Disablement wholly preventing the Person from engaging in or giving attention to the Person's usual business profession or occupation caused other than by Loss of Limb or Eye which disablement lasts without interruption for more than 12 months from the date of the Accidental Bodily Injury.

Member Retention

Nil

Section 9 Exclusions

The RPA Administrator will not pay any benefit to the member if any Accidental Bodily Injury is a result of or is contributed to by:

1. the Person suffering from any disability due to a gradually operating cause
2. the Person being under the influence or being directly or indirectly affected by alcohol or drugs or any condition thereby aggravated other than drugs taken under the direction of a registered medical practitioner (other than for the treatment of drug addiction)
3. suicide, attempted suicide or intentional self-inflicted injury by the Person or from deliberate exposure to danger (except in an attempt to save human life) or from the Person's own criminal act
4. the Person engaging in or taking part in naval, military or air force service or operations

Section 10 – United Kingdom Travel

United Kingdom Travel Expense

1. Baggage and Money

If during a Journey which is wholly within the Territorial Limits and which commences during the Membership Year a Person's Baggage or Money is lost, damaged, stolen or destroyed the RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules compensate the Member on behalf of the Person concerned for the cost of repair or replacement.

The RPA Administrator will pay up to £2,000 per Person for the loss of Money or the cost of replacement as new for Baggage or for the cost of repairs for items that can be economically repaired.

2. Cancellation, Curtailment, Replacement, Rearrangement and Change of Itinerary

If during the Membership Year the Member or the Person is forced to:

- i) cancel a Journey wholly within the Territorial Limits
- ii) curtail a Journey wholly within the Territorial Limits
- iii) replace a Person on a Journey wholly within the Territorial Limits
- iv) rearrange to resume a Journey wholly within the Territorial Limits
- v) change the itinerary of a pre-booked Journey wholly within the Territorial Limits

as a direct and necessary result of any cause outside the Member's or Person's control the RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules compensate the Member for:

- i) deposits and advance payments (on a proportionate basis in respect of curtailment)
- ii) charges for transport
- iii) charges for accommodation and sustenance
- iv) any other charges

reasonably and necessarily incurred and that are forfeit under contract or not otherwise recoverable.

The RPA Administrator will pay up to £1,000 per Person for the cost of the Journey.

Member Retention

Nil

Section 10 Definitions

Baggage

Articles which are the property of the Person or for which the Person is responsible which are taken on or acquired during a Journey.

Journey

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.

Person

Any Employee, Governor, volunteer , pupil of the Member or other persons;

- i. that were pupils of the Member at the time of booking the Journey
- ii. at the request of the Member and subject to the approval of the RPA Administrator

Section 10 Exclusions

The indemnity provided under this Section will not apply to Journeys cancelled, curtailed or rearranged due to:

1. disinclination to travel
2. the Member's financial circumstances
3. strike or industrial action which existed or of which advance notice had been given on or before the date on which the Journey was booked
4. 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

Section 11 - Overseas Travel (Non UK) Travel Expense, including winter sports

Emergency Assistance +44 (0)203 475 5031

All other claims to be notified via www.rpaclaimforms.co.uk

For general enquiries and assistance:

Telephone: +44 (0) 3300 585 566

Email: rpa@topmarkcms.com

For details of how to access the pre-travel advice please see the reverse of your RPA Membership document.

1. Medical Expenses, Repatriation and Emergency Travel

If during a Journey which commences during the Membership Year a Person sustains bodily injury following an accident or falls ill the RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules compensate the Member on behalf of the Person concerned for:

- i) the cost of medical surgical or other remedial attention treatment or appliances given or prescribed by a Medical Practitioner and all hospital, nursing home and ambulance charges. Dental charges and optical expenses are included only if necessitated by bodily injury following an accident or incurred for emergency treatment. Pregnancy or childbirth expenses are included but only if necessitated by bodily injury following an accident or incurred for pregnancy related illness or complications requiring emergency treatment
- ii) reasonable additional costs in travel, accommodation and repatriation necessarily incurred during a Journey by a Person or any colleague, teacher, relative or friend who have necessarily to travel to or remain with or escort the Person
- iii) the costs of transporting the body or ashes and the Person's Baggage to their normal country of residence

Provided that the liability of the RPA Administrator in respect of each and every loss shall be limited to £10,000,000 per Person.

The indemnity provided will not apply to any expense incurred:

- i) where a Person is travelling or intending to travel against the advice of a Medical Practitioner or for the purpose of obtaining medical treatment or advice
- ii) for hospital treatment provided on an in-patient basis where the 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

- iii) for repatriation or transporting the body or ashes without the prior consent of the Third Party Administrator

Member Retention

Nil

2. Foreign Hospital Confinement

If during a Journey which commences during the Membership Year a Person sustains bodily injury following an accident or falls ill resulting in admission to hospital as an in-patient on the advice of a Medical Practitioner the RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules pay to the Member on behalf of the Person concerned for each full day of hospitalisation up to a maximum of twelve weeks an amount of £75 per day.

If during a Journey which commences during the Membership Year a Person sustains bodily injury following an accident or falls ill resulting in a state of continuous unconsciousness the RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules pay to the Member on behalf of the Person concerned for each full day of continuous unconsciousness up to a maximum of twelve weeks an amount of £75 per day.

The indemnity provided will not apply to any hospitalisation where the 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.

Member Retention

Nil

3. Personal Accident Expense

In the event of a Person sustaining Accidental Bodily Injury during a Journey which commences during the Membership Year, the RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules compensate the Member by payment of the appropriate Benefit as set out below.

Benefits

- | | | |
|-----|-----------------------------|----------|
| i) | Accidental Death | £100,000 |
| ii) | Permanent Total Disablement | £100,000 |

- iii) Loss of Limb or Eye £100,000

The RPA Administrator will not pay any benefit to the member if any Accidental Bodily Injury is a result of or is contributed to by:

- i) the Person suffering from any disability due to a gradually operating cause
- ii) the Person being under the influence or being directly or indirectly affected by alcohol or drugs or any condition thereby aggravated other than drugs taken under the direction of a registered medical practitioner (other than for the treatment of drug addiction)
- iii) suicide, attempted suicide or intentional self-inflicted injury by the Person or from deliberate exposure to danger (except in an attempt to save human life) or from the Person's own criminal act
- iv) the Person engaging in or taking part in naval, military or air force service or operations

Member Retention

Nil

4. Search and Rescue Expenses

If during a Journey which commences during the Membership Year reasonable additional costs 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

- i) it is known or believed that a Person may have sustained bodily injury or become ill; or
- ii) weather or safety conditions are such that it becomes necessary to do so to prevent a Person from sustaining bodily injury or becoming ill

The RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules indemnify the Member and/or the police or coastguard or other authority responsible for rescue services such reasonable additional costs that have been necessarily incurred.

Provided that the liability of the RPA Administrator in respect of each and every loss shall be limited to £100,000 per event.

The indemnity provided will not apply where the Person or their representative has not made all reasonable attempts to obtain prior approval of the Third Party Administrator or obtained the consent of the Third Party Administrator at the earliest opportunity.

Member Retention

Nil

5. Political and Natural Disaster Evacuation

The RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules compensate the Member on behalf of the Person concerned If during a Journey which commences during the Membership Year reasonable additional cost are incurred to evacuate the Person to the United Kingdom or the nearest place of safety if:

- i) the United Kingdom Foreign and Commonwealth Office issues advice for a particular country or region in which the Person is travelling recommend that the Person leave that country or region, or
- ii) officials of the country in which the Person is travelling recommend that the Person leave the country for safety reasons, or
- iii) a state of emergency is declared in the country where the Person is travelling necessitating immediate evacuation

Provided that the liability of the RPA Administrator in respect of each and every loss shall be limited to

- i) £10,000 in total per Person
- ii) £80,000 in total per trip

The indemnity provided will not apply to any expense incurred as a result of:

- i) the Member or the Person violating the laws or regulations of the country in which they are travelling
- ii) the Member or the Person failing to produce or maintain immigration work residence or similar visas permits or other relevant documentation for the country to which they are travelling
- iii) evacuation of nationals of the country involved
- iv) disinclination of the Person to continue an Insured Journey
- v) evacuation undertaken without the prior consent and agreement of the Third Party Administrator
- vi) circumstances more specifically covered under the Cancellation Curtailment Replacement Rearrangement and Change of Itinerary section

Member Retention

Nil

6. Baggage

If during a Journey which commences during the Membership Year a Person's Baggage is lost, damaged, stolen or destroyed the RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules compensate the Member on behalf of the Person concerned for the cost of repair or replacement.

The RPA Administrator will pay the cost of replacement as new for Baggage or for the cost of repairs for items that can be economically repaired. Provided that the liability of the RPA Administrator in respect of each and every loss shall be limited to:

- i) £500 per item that is not electrical, audio or visual equipment or hired winter sports equipment
- ii) £1,000 per item of electrical, audio or visual equipment
- iii) £2,000 per item of business equipment owned by the Member or for which the Member is responsible
- iv) £1,000 in total per Person for hired winter sports equipment
- v) £2,000 in total per Person

The indemnity provided will not apply to any expense incurred as a result of loss or damage due to:

- i) moth, Vermin, wear and tear, atmospheric or climatic conditions or gradual deterioration, mechanical or electrical failure or any process of cleaning, restoring repairing or alteration
- ii) confiscation or detention by customs or any other competent authority
- iii) any Baggage insured under a policy of insurance
- iv) loss of or theft of electrical, audio or visual equipment from any unattended vehicle unless such equipment was out of sight in a locked compartment

Member Retention

The first £50 of each and every loss.

7. Money

If during a Journey which commences during the Membership Year a Person's cash or signed travellers cheque belonging to the Person or a debit, credit or charge card for which the Person is the authorised cardholder is lost, damaged, stolen or destroyed the RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules compensate the Member on behalf of the Person concerned for the loss of cash or signed travellers cheque or for any financial loss incurred directly as a result of the debit, credit or charge card being used fraudulently.

Provided that the liability of the RPA Administrator in respect of each and every loss shall be limited to:

- i) £750 in total per Person
- ii) £5,000 in total per event

The Third Party Administrator will provide assistance in replacing cash lost or stolen during a Journey. The value of any cash advance will be deducted from any subsequent claim. If a claim is not made the cash advance must be reimbursed to the Third Party Administrator.

The indemnity provided will not apply to:

- i) loss due to devaluation of currency or shortages due to errors or omissions during monetary transactions
- ii) loss due to confiscation or detention by customs or any other competent authority
- iii) loss of or theft of cash, signed travellers cheques, debit, credit or charge cards where evidence is not provided that the loss was reported to the police or other appropriate authority within forty eight hours of the discovery of the loss
- iv) loss from fraudulent use of a debit, credit or charge card by:
 - a) the Person
 - b) a member of the family of the Person
 - c) an Employee of the Member where the debit, credit or charge card is issued on behalf of the Member
- v) cash, signed travellers cheques, debit, credit or charge cards insured under a policy of insurance
- vi) loss of or theft of cash, signed travellers cheques, debit, credit or charge cards from any unattended vehicle unless such cash, signed travellers cheques, debit, credit or charge cards was out of sight in a locked compartment

Member Retention

The first £50 of each and every loss.

8. Travel Documents

If during a Journey which commences during the Membership Year or during a period of seventy two hours immediately preceding the commencement of a Journey a Person sustains loss or damage to a passport, visa, travel tickets, driving licence or other essential travel document that belongs to the Person the RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules compensate the Member on behalf of the Person any reasonable additional costs for travel accommodation and other associated cost necessarily incurred to enable the Person to obtain such essential replacement travel documents.

Provided that the liability of the RPA Administrator in respect of each and every loss shall be limited to £2,000 in total per Person and /or trip.

The Third Party Administrator will provide assistance in replacing lost or stolen tickets, passport or other travel documents.

The indemnity provided will not apply to:

- i) loss due to confiscation or detention by customs or any other competent authority
- ii) loss of or theft of travel documents where evidence is not provided that the loss was reported to the police or other appropriate authority within forty eight hours of the discovery of the loss
- iii) travel documents insured under a policy of insurance
- iv) loss of or theft of travel documents from any unattended vehicle unless such travel documents were out of sight in a locked compartment.

Member Retention

The first £50 of each and every loss.

9. Cancellation, Curtailment, Replacement, Rearrangement and Change of Itinerary

If during the Membership Year the Member or the Person is forced to:

- vi) cancel a Journey
- vii) curtail a Journey
- viii) replace a Person on a Journey
- ix) rearrange to resume a Journey
- x) change the itinerary of a pre-booked Journey

as a direct and necessary result of any cause outside the Member's or Person's control the RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules compensate the Member for:

- v) deposits and advance payments (on a proportionate basis in respect of curtailment)
- vi) charges for transport
- vii) charges for accommodation and sustenance
- viii) evacuation costs
- ix) any other charges

Provided that the liability of the RPA Administrator in respect of each and every loss shall be limited to:

- i) £4,000 in total per Person
- ii) £250,000 in total per trip

The indemnity provided will not apply to Journeys cancelled, curtailed or rearranged due to:

- i) disinclination to travel
- ii) the Member's or Person's financial circumstances strike or industrial action which existed or of which advance notice had been given on or before the date on which the Journey was booked
- iii) strike or industrial action which existed or of which advance notice had been given on or before the date on which the Journey was booked
- iv) 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

Member Retention

Nil

10. Disruptive Pupils

If during a Journey which commences during the Membership Year the Member is forced to return a disruptive pupil to their normal place of residence the RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules compensate the Member for:

- i) reasonable charges for transport of the disruptive child and authorised accompanying adult
- ii) other essential expenses of the disruptive child and authorised accompanying adult
- iii) reasonable expenses incurred for the return of the authorised accompanying adult or substitute adult in re-joining the original Journey

Provided that the liability of the RPA Administrator in respect of each and every loss shall be limited to £5,000 in total event.

Member Retention

The first £500 of each and every loss.

11. Missed International Connection or Departure

If during a Journey which commences during the Membership Year a Person misses an international connection or departure because the scheduled aircraft, ship, train or coach fails to arrive at the published expected time of arrival the RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules compensate the Member for the reasonable costs of travel, accommodation and subsistence which are necessarily incurred less any amount recoverable elsewhere.

Provided that the liability of the RPA Administrator in respect of each and every loss shall be limited to £1,000 in total per Person.

The indemnity provided is subject to:

- i) the RPA Administrator being provided with written confirmation from the relevant travel provider detailing the actual time of arrival of the scheduled aircraft, ship, train or coach and written confirmation from the connecting operator that the connection has been missed as a direct result of the late arrival of the scheduled aircraft, ship, train or coach
- ii) The Person accepting alternative equivalent means of transport if this is offered by the travel provider

Member Retention

Nil

12. Kidnap Consultants Costs

If during a journey which commences during the Membership Year a Person is kidnapped or allegedly kidnapped the RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules compensate the Member on behalf of the Person any reasonable and necessary fees and expenses of the consultants chosen by the RPA Administrator to investigate and negotiate the release of a Person which has been incurred in response to a kidnap including but not limited to costs of travel accommodation and qualified interpretation.

Provided that the liability of the RPA Administrator in respect of each and every loss shall be limited to £250,000 in total per Person and /or trip.

Any incident that could potentially lead to a claim under this section must be notified immediately to the Third Party Administrator.

The indemnity provided will not apply to any consideration paid or promised by the Member to a person or group believed to be responsible for the kidnap which is incurred to terminate the kidnap.

Member Retention

Nil

13. Piste Closure

If during a Journey which commences during the Membership Year as a result of not enough, or too much snow all resort lift systems are closed for more than twelve hours the RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules compensate the Member on behalf of the Person the cost of transport to the nearest resort or an amount of £35 per full day of closure.

Provided that the liability of the RPA Administrator in respect of each and every loss shall be limited to £350 in total per Person.

The indemnity provided is subject to the RPA Administrator being provided with a written statement from the management of the resort confirming the reason for the closure and how long it lasted.

Member Retention

Nil

14 Personal Liability

If during a Journey which commences during the Membership Year a Person becomes legally liable to pay damages in respect of:

- i) Personal Injury to any person
- ii) the illness of any person
- iii) the accidental loss or damage to the property of any person

The RPA Administrator shall:

- i. indemnify the Person for any such damages incurred by them ; and
- ii. pay any costs and/or expenses incurred by a claimant arising out of i) ii) or iii) above and which are recoverable by the claimant
- iii. pay any other costs and expenses incurred with the Third Party Administrators prior written consent

Provided that the liability of the RPA Administrator in respect of each and every loss shall be limited to £5,000,000 in total per Person.

The indemnity provided will not apply to:

- i) loss or damage to property belonging to or held in trust by or which is in the custody or control of Member or Person or any Employee of the Member or any member of the immediate family of the Person;
- ii) injury or illness to any member of the immediate family of the Person;
- iii) injury illness loss or damage arising directly or indirectly as a result of the ownership possession or use of any:
 - a) mechanically propelled vehicle
 - b) aircraft or motorised watercraft; or
 - c) firearm (other than sporting guns)
- iv) injury illness loss or damage arising directly or indirectly in connection with
 - a) any malicious or unlawful act;
 - b) any deliberate act that is intended by the Person other than where the Person uses reasonable force to protect persons or tangible property
- v) The ownership possession or occupation of land or buildings
- vi) damages resulting from venereal disease sexually transmitted diseases Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition
- vii) Any fines or penalties
- viii) damages resulting from an Insured Person engaging in aviation as a pilot of a fixed wing or rotary propelled aircraft

Member Retention

Nil

15 Legal Expenses

If during a Journey which commences during the Membership Year a Person sustains Personal Injury or illness caused by a third party during a Journey the RPA Administrator shall indemnify the Person for Legal Expenses incurred in pursuit of a claim for damages or compensation against the third party.

The RPA Administrator will also indemnify reasonable additional travel and accommodation costs necessarily incurred by a Person in connection with the requirement to attend court.

Provided that the liability of the RPA Administrator in respect of each and every loss shall be limited to £50,000 per Person.

The indemnity provided will not apply to any expense incurred:

- i) without the prior approval of the Third Party Administrator. The Third Party Administrator will give prior consent if the Person satisfies the Third Party Administrator that:
 - a) There are reasonable grounds for pursuing the legal proceedings and it is reasonably likely that such an action shall be successful; and
 - b) It is reasonable for Legal Expenses to be provided in a particular case
- ii) for any Legal Expenses incurred for the defence in any civil claim or legal proceedings made or brought by a third party against the Person;
- iii) any fines or penalties
- iv) any Legal Expenses incurred in connection with any criminal or wilful act
- v) any Legal Expenses incurred in the pursuit of any claim against a travel agent tour operator insurer or their agents which are eligible for consideration under an arbitration Scheme
- vi) any claim or circumstance notified more than twenty four months after the incident from which the cause of action arose

Member Retention

Nil

Section 11 Definitions

Accidental Bodily Injury

Accidental bodily injury sustained by the Person which solely and independently of any other cause (except illness directly resulting from or medical or surgical treatment rendered necessary as a result of such injury) occasions the death of or loss of disablement to the Person within 24 months from the date such injury is caused.

Baggage

Articles which are the property of the Person or for which the Person is responsible which are taken on or acquired during a Journey. Baggage includes hired winter sports equipment that is not insured by the hirer and equipment owned by the Member or for which the Member is responsible.

Journey

- i) A school trip, excursion or work experience placement anywhere in the world which is related to education; commences during the Membership Year; is authorised by the Member and involves travel outside of the school boundaries

- ii) A trip by any Employee or Governor in connection with the Business anywhere in the world which commences during the Membership Year; is authorised by the Member and involves travel outside of the school boundaries.

Legal Expenses

- i) Any fees expenses and other disbursements reasonably incurred by a solicitor firm of solicitors or any other appropriately qualified person firm or company appointed to act on behalf of the Person including costs and expenses of expert witnesses;
- ii) any costs payable by a Person following an award of costs by any court or tribunal and any costs payable following an out of court settlement made in connection with any claim or legal proceedings.

Loss of Eye

Total and Permanent loss of sight in one or both eyes.

Loss of Limb

- i) Permanent loss by physical separation of one or more
 - a) hands at or above the wrist
 - b) feet at or above the ankle
- ii) Permanent loss of use of one or more hands or feet

Medical Practitioner

Doctor or specialist who is registered or licensed to practice medicine or dentistry under the laws of the country in which they practice and who is not the Person, a member of the immediate family of the Person.

Permanent Disability

A condition of disability which in the opinion of the RPA Administrator's medical advisors at 12 months after the date of the incident giving rise to Accidental Bodily Injury is likely to continue without improvement for the rest of the Person's life.

Permanent Total Disablement

Permanent Disablement wholly preventing the Person from engaging in or giving attention to the Person's usual business profession or occupation caused other than by Loss of Limb or Eye which disablement lasts without interruption for more than 12 months from the date of the Accidental Bodily Injury.

Person

Any Employee, Governor, volunteer or pupil of the Member.

Section 11 Conditions

- i) Any Person participating in organised sports and physical leisure activities, hiking, trekking, mountaineering, rock climbing, pot-holing, caving, diving and outward bound activities must be supervised by persons with a reasonable standard of proficiency in the activity in which the Person is participating
- ii) Any person participating in caving, pot-holing, weaseling and climbing based activities must wear appropriate safety helmets
- iii) Any person in charge of any canoeing or sailing of any kind including the use of powered vessels must have achieved a reasonable standard of sailing and navigational competence
- iv) Life jackets or buoyancy aids must be worn by any Person participating in yachting, canoeing or sailing
- v) Any person participating in skiing, snowboarding, glacier walking or the use of ski-bobs or toboggans must wear appropriate safety helmets
- vi) Any person participating in any activity must wear appropriate safety equipment if instructed to by the adult supervising the activity
- vii) Winter sports cover is restricted to:
 - a) Persons engaging in skiing, snowboarding, glacier walking, curling, skating, the use of ski-bobs and toboggans where the Person has been judged by a qualified instructor to have appropriate experience and is under the supervision of qualified instructors or teachers
 - b) transits by lifts and recognised paths to and from skiing, boarding or ski-bob pistes under the supervision of qualified instructors or teachers;
 - c) unaccompanied use of nursery ski slopes or skating with the consent of a qualified instructor
- vii) Persons participating in skiing, snowboarding, glacier walking, curling, skating or the use of ski-bobs or toboggans must wear appropriate safety equipment

Section 11 Exclusions

The indemnity provided by Section 11 will not apply in respect of any expenses or loss arising from:

- i) Drug or alcohol abuse by any Person making a claim under this Section 11
- ii) A Journey to countries and specific areas in countries where at the time of booking or departure the Foreign and Commonwealth Office are advising against all travel or all non –essential travel but this exclusion shall not apply to Section 11.9 where the Foreign and Commonwealth Office publishes such advice after the time of booking the Journey

Medical and Security Assistance

The Third Party Administrator operates a multi-dimensional medical and security model supported by a 24/7 call centre who manage over 250 languages and is operated by technicians from Navy, Army, Police and Medic backgrounds.

The Third Party Administrator has access to over 10,000 service providers and maintains capability in every country in the world.

Services provided:

- i) Personalised Security detail
- ii) Kidnap and Ransom security experts
- iii) Field Medic attendance
- iv) International medical response
- v) Dedicated and approved medical facilities
- vi) Medical crisis management
- vii) Remote medical provision
- viii) Tracking (vehicles and personnel)
- ix) Security audits and assistance
- x) Live access to medical and security profiles for every country
- xi) Mass warn and inform alerts to members of an event and guidance
- xii) E-Learning for Travel, Safety and Security Topics

Contact Details

Emergency Assistance +44 (0)203 475 5031

All other claims to be notified via www.rpaclaimforms.co.uk

For general enquiries and assistance:

Telephone: +44 (0) 3300 585 566

Email: rpa@topmarkcms.com

For details of how to access the pre-travel advice please see the reverse of your RPA Membership document

Section 12 – Legal Expenses

Legal Expenses Expense

The RPA Administrator will at the request of the Member and subject to the Definitions, Extensions, Exclusions and Conditions of the Rules indemnify the Member:

1. for reasonable and necessary costs to defend the Member's legal rights:
 - i) prior to the issue of legal proceedings in a court or tribunal following the dismissal of an Employee; or
 - ii) in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme; or
 - iii) in legal proceedings in respect of any dispute with Employees or ex-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
2. for any basic or compensatory award and/or an order for compensation following a breach of the Member's statutory duties under employment legislation
3. for reasonable and necessary costs to defend the Member's legal rights following civil action taken against the Member for wrongful arrest in respect of an accusation of theft
4. for reasonable and necessary costs to negotiate for the Member's legal rights in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by or on behalf of the Member for the purchase, hire, sale or provision of goods or of services
5. for reasonable and necessary costs to negotiate on behalf of the Member in respect of an extensive examination by HM Revenue & Customs or the Charity Commission which considers all aspects of the Member's tax affairs, including one or more specific aspects of the Member's self-assessment and/or corporation tax return
6. for reasonable and necessary costs to negotiate on behalf of the Member and represent the Member in any dealings with HM Revenue & Customs in respect of an examination by HM Revenue & Customs to measure the level of compliance in the Member's financial accounting records to highlight areas where errors have or may occur
7. for reasonable and necessary costs to negotiate on behalf of the Member and represent them in any appeal proceedings in respect of any dispute concerning the Members' compliance with Pay As You Earn or Social Security Regulations following a review by HM Revenue & Customs or the Charity Commission

8. for reasonable and necessary costs to negotiate on behalf of the Member and represent them in any appeal proceedings following an assessment issued by HM Revenue & Customs in respect of Value Added Tax
9. for reasonable and necessary costs to defend the Member's legal rights following civil action taken against the Member by the parents or guardians of a student who has been permanently excluded on behalf of the Member under the Education Act 2002 or similar or amending legislation
10. for reasonable and necessary costs to represent the Member at an appeal arranged under Section 94 of the School Standards and Framework Act 1998 or similar or amending legislation

which are incurred within the Territorial Limits and relate to incidents that occur during the Membership Year.

Provided always that:

- i) any legal proceedings will be dealt with by a competent body in the Territorial Limits; and
- ii) in civil claims it is always more likely than not that the Member will recover damages (or obtain any other legal remedy which the RPA Administrator has agreed to) or make a successful defence

Limit of Liability

The RPA Administrator's Limit of Liability shall be £100,000 each and every Loss and shall be the maximum aggregate liability of the RPA Administrator each and every loss and in total from an academy whose Academy Trust is a Member during any one Membership Year.

Member Retention

The first £500 of each and every loss other than losses by a Primary Academy where the Member Retention will reduce to £250 each and every loss.

Section 12 Extensions

The RPA Administrator will indemnify the Trustees in respect of any claim that may be made against the Trustees arising out of the Business carried on by a Member occupying property belonging to the Trustees, on the same basis as set out in relation to Members. Payments arising out of this indemnity will be made to the Trustees.

Section 12 Conditions

1. In cases relating to performance and/or conduct the Member has throughout the employment dispute followed the ACAS Code of Disciplinary and Grievance Procedures as prepared by the Advisory Conciliation and Arbitration Service.
2. The Member has taken reasonable care to ensure that all tax and Value Added Tax returns are complete and correct and that such returns are submitted within the statutory time limits allowed.
3. Notification to the Third Party Administrator must be made before any legal costs are incurred.

Section 12 Exclusions

The indemnity provided under this Section will not apply to:

1. any compensation award relating to:
 - i) Non-payment of money due under the relevant contract of employment or statutory provision relating thereto
 - ii) any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made, including non-compliance with a reinstatement or re-engagement order
2. costs relating to contract disputes involving the following:
 - i) a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of the lease, licence or tenancy agreement
 - ii) a loan, mortgage, pension or other financial product
 - iii) a motor vehicle owned by, or hired or leased to the Member
3. costs related to debt recovery
4. costs related to HM Revenue & Customs or the Charity Commission investigations:
 - i) arising from a tax avoidance scheme
 - ii) caused by the failure of the Member to register for Value Added Tax
 - iii) arising from any investigation or enquiries undertaken by HM Revenue & Customs, Special Investigations Section or Special Civil Investigations or the Revenue & Customs Prosecution Office
 - iv) arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences

5. costs related to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property secrecy and confidentiality agreements
6. costs arising from incidents deliberately or intentionally caused by the Member or Person
7. costs and expenses incurred before the written acceptance of a claim by the Third Party Administrator
8. special severance payments being payments to Employees, contractors and others outside of normal statutory or contractual requirements when leaving employment in public service whether they resign, are dismissed or reach an agreed termination of contract
9. costs and expenses incurred in taking legal action in any other circumstances not described in Section 12 as a Legal Expenses expense

Section 13 – Cultural Assets

Cultural Assets Expense

Subject to the Definitions, Extensions, Exclusions and Conditions of the Rules, in the event of physical loss or physical damage during any Membership Year the RPA Administrator will pay to the Member the Reinstatement Cost of the Cultural Asset at the time of the DAMAGE or at the RPA Administrator's option to reinstate or replace such property or any part of it.

1. Reinstatement Cost

Subject to the Limit of Liability in the event of DAMAGE to a Cultural Asset the basis upon which the amount payable is to be calculated is set out below:

If an item is damaged:

- i) the cost of restoration plus
- ii) any depreciation of the item

If the item is lost or damaged beyond economic repair:

- i) in respect of a Cultural Asset that is owned by the Member the market value immediately prior to the loss of that item
- ii) in respect of a Cultural Asset that is loaned to the Member the value stated on the loan agreement or the Member's liability to the owner, whichever is the lesser

2. Reinstatement Conditions

- i) If any Cultural Asset is to be restored, replaced or the Market Value paid by the RPA Administrator the Member shall at the expense of the Member provide evidence of the Market Value of the Cultural Asset, except
 - a. where the value has been provided by the RPA Valuation Service, or
 - b. in the case of loaned items, the value stated in the loan agreement
- ii) If any Cultural Asset is to be restored, replaced or the Market Value paid by the RPA Administrator the Member shall at the expense of the Member provide evidence of the Cultural Asset is owned by or on loan to the Member.
- iii) If any Cultural Asset is to be restored the restoration costs must be less than the Market Value.
- iv) If any Cultural Asset which has an increased value because it forms part of a pair or set is lost or damaged, payments made by the RPA Administrator will take account of the increased value.

- v) If the RPA Administrator pays the full Market

Value of an item, pair or set the RPA Administrator will own it and have the right to take possession of it.

Limit of Liability

The RPA Administrator's Limit of Liability shall be £10,000 on any one Cultural Asset and £250,000 any one loss of multiple Cultural Assets.

Member Retention

The first £100 of each and every loss other than:

- i) Losses by a Primary Academy where the Member Retention will be the first £50 each and every loss.
- ii) Where the incident giving rise to the loss also involves a claim under Section 1 (Material Damage) the Member Retention applicable to the Cultural Asset loss will be nil.

Section 13 Definitions

Antique

An old collectable item desirable because of its age, beauty, rarity, condition, utility or other unique features. An object that represents a previous era or time period in human society.

Collectable

An object regarded as being of value or interest to a collector.

Cultural asset

Work of Art, Collectable, Heritage Asset or Antique excluding a Work of Art, Collectable, Heritage Asset or Antique that is insured.

DAMAGE

Accidental loss or destruction of or damage to the Property, including damage caused by subsidence or as a result of terrorism.

Heritage asset

A tangible asset with historical, artistic, scientific, technological, geophysical or environmental qualities that is held and maintained principally for its contribution to knowledge and culture.

Market Value

The value provided by the RPA Valuation Service.

In the absence of a value from the provided by the RPA Valuation Service Market Value shall mean the price which would reasonably be expected to be paid for a Cultural Asset by a willing buyer to a willing seller in an arm's length transaction after property marketing wherein the parties had acted knowledgeably, prudently and without compulsion.

RPA Valuation Service

The service provided by the RPA to value Cultural Assets on behalf of Members and as detailed in the RPA membership pack issued to Members on an annual basis.

Work of art

A work of art, artwork, art piece, piece of art or art object that is an aesthetic physical item or artistic creation.

Section 13 Extensions

The following Extensions will apply subject to the Definitions, Exclusions and Conditions of the Rules.

A Material Damage Expense will include:

1. Cultural Assets on loan

The repair or reinstatement costs following DAMAGE to Cultural asset lent by or to the Member but only where a written loan agreement for each Cultural Asset has been entered into. The loan agreement shall include the value of the item, not to exceed the Market Value of the Cultural Asset.

2. Temporary Removal

DAMAGE to a Cultural Asset whilst temporarily removed from the Premises for provision of education, lesson preparation, cleaning, renovation, repair or other similar purposes elsewhere and in transit thereto and therefrom by road, rail or inland waterway within the Territorial Limits.

Whilst in transit a Cultural Asset must be adequately packed and secured having regard to the nature of the Cultural Asset and the circumstances of the transit.

Section 13 Exclusions

Section 13 does not cover

1. DAMAGE caused by or consisting of:

- i) gradual deterioration, wear and tear, frost
- ii) inherent vice, latent defect
- iii) faulty or defective construction, workmanship, design or the use of faulty materials
- iv) any process of heating, drying, cleaning, washing, dyeing, alteration, repair, restoration, maintenance, dismantling, decoration
- v) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
- vi) misuse or mechanical or electrical breakdown or derangement

but this shall not exclude subsequent DAMAGE or CONSEQUENTIAL LOSS which itself results from a cause not otherwise excluded.

2. DAMAGE caused by or consisting of:

- i) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, Vermin, insects, moths, fungus, mould or infestation,
- ii) change in temperature, colour, flavour, texture or finish

but this shall not exclude:

- a) such DAMAGE or CONSEQUENTIAL LOSS not otherwise excluded which itself results from a Defined Peril or from any other accidental loss destruction or damage
- b) subsequent DAMAGE or CONSEQUENTIAL LOSS which itself results from a cause not otherwise excluded

3. DAMAGE caused by or consisting of:

The confiscation, deliberate damage or destruction by or under order of any government or public or local authority.

4. DAMAGE caused by pollution or contamination:

but this shall not exclude destruction of or damage to the Property not otherwise excluded caused by:

- i) pollution or contamination which itself results from a Defined Peril
- ii) a Defined Peril which itself results from pollution or contamination

5. DAMAGE caused by or consisting of:

- i) acts of fraud or dishonesty by a Member or by any Governor or Employee but this shall not exclude theft not otherwise excluded caused by or with the connivance of an Employee.
- ii) disappearance, unexplained or inventory shortage, misfiling or misplacing of information or shortages due to error or omission.
- iii) the voluntary parting with title or possession of any Property if induced by any fraudulent scheme, trick, device or false pretence.

6. DAMAGE caused by or consisting of:

- i) Consequential loss of any kind or description
- ii) Fines, liquidated damages, penalties for delay or detention or in connection with guarantees of performance or efficiency or loss of use
- iii) Any Cultural Asset Insured by or on behalf of the Member, except where the Cultural Asset has been insured by the Member only in relation to the value of the Cultural Asset that is in excess of the Limits of Liability stated in Section 13 (Cultural Assets)

7. DAMAGE caused by or consisting of theft or attempted theft.

- i) by any person lawfully on the premises unless as a result of or in connection with actual or threatened assault or violence or use of force at the premises against the Member or any Employee or any other person lawfully on the premises, or
- ii) of property in transit whilst the vehicle is left unattended unless the following security precautions have been complied with:
 - a) all doors, windows and other openings are securely locked and properly fastened and the keys removed from the vehicle
 - b) any alarm and immobiliser shall be switched on and made fully operational and outside the working day of the driver it is either:
 - d) garaged in a securely locked building of substantial construction, or
 - e) in a compound which has secure walls and fences with all exit points secured by locked gates, or
 - f) in a permanently guarded security park

8. DAMAGE caused by or consisting of:

- i) damage to Data which shall include but shall not be limited to:
 - a) loss, destruction or corruption of Data whether in whole or in part
 - b) unauthorised appropriation, use, access to, or modification of Data
 - c) unauthorised transmission of Data to any third parties
 - d) damage arising out of any misinterpretation, use or misuse of Data
 - e) damage arising out of any operator error in respect of Data
- ii) damage to the Property arising directly or indirectly from:
 - a) the transmission or impact of any Virus
 - b) unauthorised access to a System
 - c) interruption of, or interference with, electronic means of communication used in the conduct of the Business including but not limited to any diminution in the performance of any website or electronic means of communication
 - d) failure of a System
 - e) anything described in 11. i) above

But in respect of 11. ii) a) 11. ii) b) 11. ii) c) 11. ii) d) this shall not exclude subsequent DAMAGE arising directly or indirectly therefrom which itself results from a Defined Peril not otherwise excluded provided that such DAMAGE arising directly or indirectly therefrom does not arise by reason of any malicious act or omission.

Definitions applicable to this Exclusion

- i) Data
Information represented or stored electronically including but not limited to code or series of instructions, operating systems, software programs and firmware.
- ii) Failure of a System
The complete or partial failure or inability whether in terms of availability, functionality and/or performance or otherwise of a System whether or not owned by the Member to operate at any time, as desired, as specified or as required in the circumstances of the Business.
- iii) System
System includes computers, other computing and electronic equipment linked to computer hardware, electronic data processing equipment, Microchips and

anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation.

iv) Microchip

A unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly including integrated circuits and microcontrollers.

v) Virus

Programming code designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks, extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self-replication or not.

9. DAMAGE caused by or consisting of:

- i) contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

General Condition to Section 13

- i) The indemnity provided by the RPA shall not be invalidated by workmen in and about the Premises for the purpose of carrying out minor alterations, decoration, repairs, general maintenance or the like.
- ii) The Member must take reasonable steps to protect the Cultural Asset against loss or damage and to keep it in good condition and repair. If in the event of loss or damage the RPA Administrator determines that the loss or damage has been caused or adversely impacted directly by the Member's failure to comply with this condition the RPA Administrator may refuse to restore, replace or pay the Market Value, or reduce the amount of any payment they may make.

General Exclusion

War and Allied Risks

The RPA does not cover loss or destruction of or damage to property, injury, death, disablement or any consequential loss arising directly or indirectly therefrom occasioned by or happening through:

1. war, invasion, act of foreign enemy hostilities or warlike operations (whether war be declared or not), civil war
2. mutiny, civil commotion, assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution military or usurped power
3. the destruction of property by order of any public authority (other than as set out in the Public Authorities Extension to Section 1).
4. permanent or temporary dispossession resulting from confiscation, nationalisation, commandeering or requisition by any lawfully constituted authority
5. permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person

provided that the RPA Administrator is not relieved of any liability to the Member in respect of loss or destruction of or damage to property occurring before dispossession or during temporary dispossession which is otherwise covered by the RPA.

The RPA also excludes loss or destruction of or damage to property, injury, death, disablement or any consequential loss caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to War and Allied Risks.

In any action suit or other proceeding where the RPA Administrator alleges that by reason of the provisions of this Exclusion any loss or destruction of or damage to property, injury, death, disablement or any consequential loss is not covered by the RPA the burden of proving that such loss or destruction of or damage to property, injury, death, disablement or any consequential loss is covered shall be upon the Member.

This General Exclusion shall not apply to Section 3, Employers' Liability.

Claims Guidelines

General

The following Claims Guidelines shall apply to all Sections inclusive unless stated otherwise. The claims process will be administered by the Third Party Administrator (TPA).

Action by the Member

1. Claims intake

Claims will be accepted by the TPA regardless of the method used to notify the claim.

Claims may be made by the Trustees on behalf of a Member where the claim relates to the property of the Trustees or to indemnities given to the Trustees under the provisions of these Rules. All the provisions of the Claims Guidelines relating to Members apply equally to Trustees in these circumstances.

- i) Dedicated TPA portal

An online is available for Members to notify claims directly to the TPA:

www.rpaclaimforms.co.uk

Members will receive instructions for access and use upon joining the RPA and will be required to log in with required information.

Members are encouraged to utilise the dedicated TPA portal to notify claims in keeping with the “digital by default” ethos.

The aim of the dedicated TPA portal is to ensure quick notification and to provide for easy transmission of documentation and contact particulars which will assist the TPA to manage claim costs and risk for all Members.

- ii) Post, email and telephone

Claims can also be sent to the TPA by post, email or telephone:

TopMark Claims Management Ltd
160 Bath Street
Glasgow
G2 4TB
Email: rpa@topmarkcms.com
Telephone: 03300 585 566

- iii) The Claims Portal

There is another route by which third parties can make low value personal injury claims directly. This is through a mechanism called “The Claims Portal” which exists outside the RPA. It is important that claims notified through this mechanism are identified early by the TPA to contain cost.

The TPA will administer The Claims Portal as it relates to the RPA and Members are encouraged to highlight through their website appropriate messaging for third party claimants who elect to notify claims in this way.

The following messaging is suggested.

“We operate under the Risk Protection Arrangement (RPA) administered by the DfE, eligible claims can be sent using portal ID D00073. The compensator should be marked as “Department for Education – RPA only”.

2. Co-operation

Members should provide all reasonable levels of co-operation with the TPA in such areas as but not limited to the provision of information and documentation, access for investigation, and support for litigation. The aim is to contain claim cost for all RPA Members.

Where the TPA deems that they are not receiving a reasonable level of cooperation they will endeavour to resolve this in the first instance with the Member.

In the event that the situation is unresolved the TPA is bound to report this to the RPA Administrator who will consider whether there has been a breach of the Rules.

The TPA will take all reasonable steps to engage with and assist Members.

3. Notification of Claims

In the event of an occurrence that may give rise to a claim or legal proceeding under the RPA the Member shall:

- i) as soon as reasonably practicable notify the TPA of such occurrence and provide details and information as the TPA requests;
- ii) immediately:
 - a) send to the TPA every letter, claim, writ, summons or process connected with it
 - b) notify the TPA of any impending prosecution, inquest, fatal inquiry or proceedings in any court;
- iii) as long as the TPA may reasonably require
 - a) retain anything connected therewith;
 - b) provide all co-operation and assistance

- iv) promptly take at their own expense, all reasonable steps to prevent other personal injury or property damage arising out of the same conditions, but such expense shall not be recoverable under this Arrangement unless specifically provided for.

4. Admission of Liability

The Member shall not:

- i) admit liability
- ii) act in a way that may be construed as an admission of liability
- iii) repudiate or settle any claim or legal proceeding
- iv) waive any rights of recovery

without the prior written consent of the TPA

Action by Third Party Administrator (TPA)

1. Receipt of claims

The TPA is responsible for taking receipt of all claims notifications from individual Members in the first instance. If legal representation is required, this will be managed through the TPA.

The TPA will handle claims in accordance with a Service Level Agreement (SLA) with the RPA Administrator. The SLA will be available on the Claims Portal and include detail about what the Members can expect from the TPA in terms of management of the claim.

2. Conduct and control of the claim

The RPA Administrator through the TPA shall have the right to:

- i) defend any claim relating to any matter under this arrangement or legal proceeding against the Member
- ii) take over and conduct the defence or settlement of any claim or legal proceeding
- iii) take and permit to be taken all necessary steps for enforcing rights against any other party in the name of the Member before or after any payment is made by the RPA Administrator

In the event of a claim arising under the RPA the RPA Administrator agrees to waive any rights, remedies or relief to which they might become entitled by subrogation against any Member or Trustee where the RPA operates to cover the loss

- iv) exercise full discretion in the conduct of any legal proceedings and in settlement of any claim or legal proceeding, whether before or after indemnification by the RPA Administrator.

3. Terms validation

The TPA will assess whether the claim is within the scope of the Rules.

In the event that a claim is deemed not to be covered by the Rules, then it will be referred to the RPA Administrator for a decision on whether the claim is 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.

Members may request a review of the RPA Administrator's decision. If they wish to pursue this option then this should be put in writing via the TPA detailing the basis of the request for review.

The TPA will notify the RPA contract manager who will refer the matter to an independent senior civil servant for review.

If the dispute remains unresolved between the Member and the RPA Administrator the matter will be referred to a single arbitrator to be appointed by agreement between the parties or in default of agreement upon the application of either party to the President of the Chartered Institute of Arbitrators. The seat of the arbitration shall be England. The arbitration shall be governed by both the Arbitration Act 1996 and Rules as agreed between the parties.

4. Complaints

In the event of a complaint by a Member about the TPA's handling of a claim this is to be put in writing at first instance to the TPA.

The TPA will acknowledge receipt of the complaint within two (2) working days.

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 fifteen (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 Member within 5 working days and a final written response will be delivered within 10 working days from the request for a review.

If the Member is not happy with the response to its complaint from the TPA, it should forward details in writing to the RPA Administrator.

5. Fraud

If a claim is fraudulent in any respect or if fraudulent means are used by the Member or by anyone acting on behalf of the Member to obtain any benefit under the RPA or if any loss or destruction of or damage be occasioned by the wilful act or with the connivance of the Member all benefit under this RPA shall be forfeited.

The TPA will notify the RPA administrator in any case where fraud is suspected and will act pursuant to the instructions of the RPA Administrator.

6. RPA Administrator's Rights Following a Claim

On the happening of loss or damage in respect of which a claim is made the RPA Administrator and any person authorised by the RPA Administrator may without thereby incurring any liability or diminishing any of the RPA Administrator's rights under the RPA enter take or keep possession of the premises where such loss or damage has occurred and take possession of or require to be delivered to the RPA Administrator any property and deal with such property for all reasonable purposes and in any reasonable manner. No property may be abandoned to the RPA Administrator whether taken possession of by the RPA Administrator or not.

The aim is to maximise and secure the benefit of any salvage for Members. The intention is to liaise with Members about the best way to achieve this and to do so in a way that avoids or minimises any exclusion of access for Members.

Notwithstanding the above, the RPA Administrator will not enter take or keep possession of property belonging to the Trustees without the express prior permission of the Trustees (which permission will not be unreasonably withheld).

7. Subrogation and Waiver of Rights

Any Member making a claim under the RPA shall, at the request and expense of the RPA Administrator, take all reasonable and necessary steps and give assistance as directed by the RPA Administrator (such as collating relevant evidential material and making available for interview and possible attendance at court potential witnesses) to enable the RPA Administrator to assess settle or defend any claim against the Member which relates to its claim under the RPA or to enforce rights against any other party in the

name of the Member before or after any payment is made by the RPA Administrator in relation to the Member's claim.

The RPA Administrator shall, at their discretion and at any stage in the court process, be entitled to take over conduct and control of any claim, defence or other legal proceeding relating to the Member's claim under the RPA in place of the Member.

Any Member who unreasonably fails to provide assistance and take necessary steps as directed by the RPA Administrator in respect of any claim may have part or all of any benefit under this RPA forfeit.

In the event of a claim arising under the RPA the RPA Administrator agrees to waive any rights remedies or relief to which they might become entitled by subrogation against any Member or Trustee where the RPA operates to cover the loss.

8. Payments on Account (not applicable to Section 2)

The TPA on behalf of the RPA Administrator may provide for reasonable payments on account if the Member, or where applicable the Trustees, so request.



Department
for Education

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School Insurance Recharges 2019/20 Compared to the Proposed RPA Charge

<u>School Name</u>	<u>Area</u>	<u>Type</u>	<u>Status</u>	<u>INSURANCE CHARGES TO SCHOOLS 2019/20</u>	<u>PUPIL NUMBERS</u>	<u>RPA CHARGE AT £18 PER PUPIL BASED ON 2019/20</u>	<u>SAVING TO SCHOOL</u>
				£		£	£
Canon Burrows C of E	Ashton	P	VA	19,925	455	8,190	11,735
Holy Trinity C of E	Ashton	P	VA	13,816	236	4,248	9,568
Hurst Knoll St James' C of E	Ashton	P	VC	11,001	220	3,960	7,041
Our Lady of Mount Carmel RC	Ashton	P	VA	5,597	237	4,266	1,331
St Christophers' RC	Ashton	P	VA	5,673	261	4,698	975
St James C of E	Ashton	P	VC	12,175	224	4,032	8,143
St Peter's C of E	Ashton	P	VA	12,497	229	4,122	8,375
The Heys	Ashton	P	C	13,513	261	4,698	8,815
St Damians RC	Ashton	S	PFI	30,958	820	14,760	16,198
Samuel Laycock	Ashton	S / SEN	CS	13,166	144	2,592	10,574
Aldwyn Primary School	Audenshaw	P	C	19,255	417	7,506	11,749
Audenshaw	Audenshaw	P	C	8,261	215	3,870	4,391
St Anne's RC	Audenshaw	P	VA	6,135	245	4,410	1,725
St Stephen's C of E	Audenshaw	P	VA	9,437	211	3,798	5,639
Corrie	Denton	P	C	18,226	356	6,408	11,818
Dane Bank	Denton	P	C	10,234	242	4,356	5,878
Greswell	Denton	P	C	19,122	460	8,280	10,842
Russell Scott	Denton	P	C	18,862	465	8,370	10,492
St Anne's	Denton	P	C	8,933	213	3,834	5,099
St John Fisher RC	Denton	P	VA	5,098	241	4,338	760
St Mary's RC	Denton	P	VA	5,124	233	4,194	930
Denton Community College	Denton	S	PFI	47,522	1,281	23,058	24,464
St Thomas More RC	Denton	S	VA	22,990	760	13,680	9,310
Fairfield Road	Droylsden	P	C	16,866	470	8,460	8,406
St Stephen's RC	Droylsden	P	VA	9,836	443	7,974	1,862
Broadbent Fold	Dukinfield	P	C	9,871	233	4,194	5,677
Lyndhurst Community	Dukinfield	P	C	16,783	254	4,572	12,211
Ravensfield	Dukinfield	P	C	23,564	459	8,262	15,302
St John's C of E	Dukinfield	P	VA	14,712	319	5,742	8,970
St Mary's Catholic	Dukinfield	P	VA	4,875	216	3,888	987
Oakdale School and Acorn Nursery	Dukinfield	P / SEN	CS	27,131	117	2,106	25,025
Cromwell High	Dukinfield	S / SEN	CS	16,378	72	1,296	15,082
Arundale	Hattersley	P	PFI	6,968	215	3,870	3,098
Pinfold	Hattersley	P	PFI	14,016	407	7,326	6,690
St James' Catholic	Hattersley/Hyde	P	VA	5,900	169	3,042	2,858
Gee Cross Holy Trinity C of E	Hyde	P	VC	10,257	227	4,086	6,171
Greenfield	Hyde	P	C	15,689	288	5,184	10,505
St George's C of E	Hyde	P	VA	12,340	263	4,734	7,606
St Paul's C of E	Hyde	P	VA	5,312	237	4,266	1,046
Alder Community High	Hyde	S	PFI	30,231	804	14,472	15,759
Hyde Technology	Hyde	S	PFI	36,763	1,037	18,666	18,097
Thomas Ashton	Hyde	S / SEN	PFI	7,371	67	1,206	6,165
Broadbottom C of E	Longdendale	P	VA	5,904	113	2,034	3,870
Hollingworth	Longdendale	P	C	10,363	197	3,546	6,817
Mottram C of E	Longdendale	P	VA	6,668	138	2,484	4,184
Livingstone	Mossley	P	C	11,115	190	3,420	7,695
Micklehurst All Saints C of E	Mossley	P	VC	12,726	218	3,924	8,802
Milton St John's C of E	Mossley	P	VC	11,635	251	4,518	7,117
St Joseph's RC	Mossley	P	VA	4,364	196	3,528	836
Mossley Hollins	Mossley	S	PFI	34,705	804	14,472	20,233
Arlies	Stalybridge	P	C	11,118	248	4,464	6,654
Buckton Vale	Stalybridge	P	C	11,823	304	5,472	6,351
Millbrook	Stalybridge	P	C	13,794	236	4,248	9,546
St Peter's Catholic	Stalybridge	P	VA	5,045	235	4,230	815
St Raphael's Catholic	Stalybridge	P	VA	5,167	227	4,086	1,081
Stalyhill Infant	Stalybridge	P	C	8,985	180	3,240	5,745
Stalyhill Junior	Stalybridge	P	C	9,150	228	4,104	5,046
Wild Bank Community	Stalybridge	P	C	10,577	177	3,186	7,391
TPRS	Dukinfield	S - PRU	PFI	13,283	169	3,042	10,241
Holden Clough Community (CLASP)	Ashton	P	C	19,275	354	6,372	12,903
Gorse Hall (CLASP)	Stalybridge	P	C	23,842	425	7,650	16,192
				851,923.86	19,613	353,034	498,890

Cost per School of LA Insurance	851,923.86 / 19,613	£43.44
Cost of Insurance Premiums	851,923.86-400,000/19613	£23.04
RPA		£18.00

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