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 2026

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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 Academies.

Changes to the RPA Membership Rules

The changes to the **Rules** since the previous version of the **Rules** were published 1 September 2025 and can be summarised as follows:

1. A 30 day claims notification period added to the relevant sections in respect of an **Unoccupied Building**.
2. A claims notification period has been added to the relevant sections for all other **Property Damage** claims, subject to the **Member** using reasonable endeavours to notify them within 30 days of an event.
3. Addition of **Unoccupied Building** definition.
4. Cover for metered water, fixed glass, theft damage to building and greening costs is excluded for **Unoccupied Buildings**.
5. Exclusion added to Section 1, 1A & 2 Exclusions in respect of an **Unoccupied Building**.
6. **Unoccupied Building** added to General Condition to Sections 1 and 2 of Section 1, 1A and 2 Exclusions.
7. The relevant sections have been updated to remove all references to COVID.
8. Addition to the claims notification wording that the **Third Party Administrator**, with the approval of the **RPA Administrator**, reserve the right to appoint their own legal adviser, where permissible by the laws of England and Wales.
9. Compensation Payments wording added to the relevant sections in relation to the **Academies Trust Handbook**.
10. Clarification that definition of **Building** includes footpaths.
11. Benedicts Law added to the key pieces of legislation and Approved Codes of Practice list.

Summary of Cover provided by RPA

The table below sets out a high level summary of the cover provided by the **RPA**, **Member's** should refer to the relevant section for the full terms, conditions, definitions, limitations and exclusions applicable to the cover provided by the **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 **Member**	The **Reinstatement** value of the property	£250 (**Primary Academy**) £500 (all other **Members**) each and every loss other than subsidence, ground heave or landslip which is £1,000 for all **Members**
Business Interruption	Compensation for increase in cost of working, incurred by the **Member**, 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 **Member** 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 **Member**	Unlimited	Nil
Third Party Public Liability	For all sums the **Member** 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

Type of risk	Description	Limit	Member Retention
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 **Member 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, during **Business** hours 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, volunteers and pupils of the **Member** whilst on the **Business** of the **Member** in the United Kingdom	**Benefits** £100,000	Nil
United Kingdom Travel	Compensation for travel related costs including loss of **Baggage** and **Travel Disruption**	**Baggage** and **Money** £2,000 per person. **Travel Disruption** £1,000 per **Person**	Nil

Type of risk	Description	Limit	Member Retention
Overseas Travel (including winter sports) and Personal Accident	Compensation for travel related costs outside of the United Kingdom including **Medical Expenses**, loss of **Baggage** and Travel Disruption. Compensation for **Accidental Bodily Injury** to **Employees**, **Governors**, trustees, volunteers and pupils of the **Member** whilst on the business of the **Member** outside of the United Kingdom	Medical expenses £10,000,000 per Person Baggage £2,000 per Person **Travel Disruption** £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 **Travel Disruption**
Legal Expenses	Reimbursement of legal expenses relating to employment disputes, contractual disputes, tax investigations, civil actions in relation to school expulsions by the **Member**.	£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 **Member**.	£10,000 per item, maximum £250,000 any one loss of multiple **Cultural Assets**	£50 (**Primary Academy**) £100 (all other **Members**)

Type of risk	Description	Limit	Member Retention
Cyber	Compensation for increase in cost of working, incurred by the Member, resulting from a **Cyber Incident**. Incident response services following a **Cyber Incident**	£250,000 each and every loss and in the aggregate any one **Membership Year** for an individual **Member**. Where a **Member** is part of a **Group Network** with other **RPA Members** the aggregate liability shall be £750,000 in any one **Membership Year** for the **Group Network**.	£1,000 (**Primary Academy**) £2,000 (all other **Members**)

Miscellaneous Rules and Provisions

1. The Rules

The **RPA Administrator** will provide the cover to the **Member** set out in the **Rules**, to the extent of and subject to the definitions, extensions, exclusions and conditions of the **Rules**.

2. Law and Jurisdiction

This **RPA** shall be 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.

3. Membership

i) In return for a reduction to a **Member's** general annual grant made by the DfE the **RPA Administrator** will in accordance with these **Rules** provide funds to cover the cost of losses suffered by **Members**.

ii) The **RPA Administrator** shall not be liable to provide funds in any circumstance where a risk is **Insured**.

iii) An **Academy Trust** may become a **Member** 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**, £29 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 2027.

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**, 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**.

ix) The **RPA Administrator** reserves the right to survey a **Member** at any time during the **Membership Year**, this can include but is not limited to:

a. Health and safety review, to be arranged at a mutually convenient time to the **RPA Administrator** and the **Member. Trustees** will be notified prior to any on site audits.

b. A risk management questionnaire to be completed online. **Members** have the opportunity to comment on their own level of risk management but also to express their preferences for topics to be covered in workshops, bulletins, e-learning modules and guidance documents.

4. Changes to the Rules

The **RPA Administrator** may amend these **Rules** from time to time. 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 3. v) above.

5. Precautions and Reasonable Care

The **Member** must:

a. Take all reasonable precautions to prevent and minimise injury, damage and loss; and

b. Comply with statutory legislation and guidelines; and

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

For information, this shall include **Members**:

i) undertaking risk assessments as required by legislation;

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

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

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

v) undertaking reasonable checks when employing members of staff;

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

vii) compliance with the laws of England and Wales;

viii) compliance with United Kingdom Government guidance as appropriate.

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 (Safety) 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 (COSHH);
xxi) Health and Safety (Display Screen Equipment) Regulations;
xxii) Manual Handling Operations Regulations;
xxiii) Personal Protective Equipment (PPE) Regulations;
xxiv) The Building etc. (Amendment) (England) Regulations 2022;
xxv) The Terrorism (Protection of Premises) Act 2025;
xxvi) Benedict's Law (Amendment) Section 34 of the 'Children's Wellbeing and Schools Act 2026

6. 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 Governors Liability, 6 Professional Indemnity and 14 Cyber operate on a 'claims made' basis. For **RPA** to respond the **Claim** must be notified to the **Third Party Administrator** during the **Membership Year**.

This mirrors the cover generally provided by the commercial insurance market and avoids potential gaps in cover for **Members** joining the **RPA**, in circumstances where a **Claim** arises from an incident that occurred prior to the **Member** joining the **RPA** and of which they were previously unaware.

It is important that when moving from a commercial insurer to the **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 policy of insurance expires.

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 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 that was alleged to have occurred prior to the date of the signing of the funding agreement for the relevant academy;

iii) for claims that the **Member** or **Trustee** had prior knowledge of before the **Member** opted to join the **RPA**;

iv) 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 of insurance expiry date (or where a discovery period applies to a policy of insurance, the discovery period);

v) for claims related to a class of insurance where the **Member** had opted not to purchase a policy of insurance.

7. 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. For cover to apply to the central infrastructure of the MAT or a **Subsidiary Company** of the MAT there must be a commitment from the MAT that all academies in the MAT will join the **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 for cover to apply to the central infrastructure of the MAT or a **Subsidiary Company** of the MAT.

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.

RPA cover for a **Subsidiary Company** of a MAT will only apply to the extent the **Subsidiary Company's** activities are related to the **Business** of the MAT and the **RPA Administrator** has expressly agreed to provide an indemnity under the **RPA** for the **Subsidiary Company's** activity or **Property**. Where applicable cover can apply to the **Subsidiary Company** 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 **Subsidiary Company**.

Definitions

Any word or expression in the **Rules** which has a specific meaning will be denoted by bold text throughout these **Rules**. Such word or expression will have the same meaning wherever it appears in the **Rules**, unless amended by a Section Definition. Words importing the singular include the plural and vice versa.

General Definitions

Unless otherwise stated in the section, the following definitions will apply wherever they appear on bold throughout the **RPA**.

1. Abuse

Abuse, which shall include but not limited to:

i) acts of hurting or injuring, mentally or physically by maltreatment or ill-use;

ii) acts of forcing sexual activity, rape or molestation;

iii) repeated or continuing contemptuous coarse or insulting words or behaviour

2. Accidental Bodily Injury

Accidental bodily injury sustained by the **Person** which solely and independently of any other cause, (except illness directly resulting from such injury 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. Academy Trust

Either a single Academy Trust or Multi Academy Trust which has elected to opt into the **RPA**.

4. 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**.

In respect of Section 11, this is extended to include hired winter sports equipment that is not insured by the hirer and equipment owned by the **Member** or for which the **Member** is responsible.

5. Benefits

i)	Accidental Death	£100,000
ii)	**Permanent Total Disablement**	£100,000
iii)	**Loss of Limbs** or **Loss of Sight**	£100,000

6. Bodily Injury

Bodily Injury, death, disease or illness, which shall include mental anguish and / or shock.

7. Buildings

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

i) outside buildings, extensions, annexes, gangways, bridges, foundations or footings, storage tanks;

ii) walls, gates, fences, yards, driveways, car-parks, forecourts, bollards and barriers, roads, pavements, footpaths and other areas of hard standing and statues;

iii) conveyors, trunk lines, wires, cables, associated control gear, service pipes, meters and instruments, flood lights, irrigation and heating systems, drains, gutters, sewers, and other equipment on the **Premises**;

iv) all-weather pitches, artificial surfaces, soft and hard landscaping, trees, shrubs, flowers and decorations, ponds, water features;

v) swimming pools;

vi) playing fields and surfaces, tennis courts and tracks;

vii) fixed outdoor play and climbing equipment, fixed seating;

viii) modular buildings and the like, temporary structures;

ix) flood lighting, external lighting and security equipment, signage, clocks (whether attached to a building or not);

x) solar panels, wind turbines, any other equipment used for the generation of electricity including sub-stations;

xi) fire protection or any other detection or monitoring devices, cleaning cradles, fixed masts poles or pylons and, communication aerials, television, radio, satellite aerials, their fittings and masts;

xii) **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**.

8. Business

Any activity in which a **Member** may engage, including, but not limited to:

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 (but not limited to):

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) ownership, repair, refurbishment, decoration, and maintenance of **Property** covered by the **RPA**;

iv) provision and management for the benefit of any **Employee** of canteen, social sports, welfare, medical facilities, fire, first aid, rescue and ambulance and security 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, machinery, and plant;

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** and for which the **Member** receives payment from Ofsted.

In respect of Section 6 including:

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

9. 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.

10. Computer Media

i) data carrying materials of all types other than paper records;

ii) software programs or **Data** other than paper licence agreements;

iii) licence agreements which are protected by a hardware key disk dongle or other physical encryption device used to prevent unauthorised copying sharing or other actions unacceptable to the manufacturer or vendor of the software programs or **Data**;

the property of the **Member** or leased, hired or rented to the **Member**.

11. 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 or media 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**.

12. Contents

Machinery, plant and all other contents 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**

i) excluding:

a) **Stock**;

b) landlord's fixtures and fittings;

c) **Computers**;

d) contents that are **Insured**;

ii) including but not limited to:

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:

1. any expenses in connection with re-compilation or retrieval of the information contained in them;
2. the value to the **Member** of the information contained in them;

b) **Computer Media** but only for the cost of materials and cost of clerical labour and computer time expended in reproducing them but not:

1. any expenses in connection with re-compilation or retrieval of the information contained in them;
2. the value to the **Member** of the information contained in them;

c) patterns, models, moulds, plans and designs;

d) 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;

e) tenants' improvements, alterations and decorations.

13. Damage

Any accidental loss of, destruction of, or damage to the **Property**, including damage caused by subsidence, ground heave, or landslip, or as a result of **Terrorism**, but excluding loss of, destruction of, or damage to **Property** by any circumstance set out in the Exclusions under Sections 1, 1A, 2 and 13.

14. Data

Information represented or stored electronically including but not limited to code or series of instructions, operating systems, software programs and firmware.

15. Defined perils (as applicable to Sections 1, 1A, 2 and Section 13 Exclusions only)

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 to or exit from the building.

16. 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.

17. 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 **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;

xii) members of school admissions appeal panels and pupil exclusion independent review panels;

xiii) workers under zero hour contracts engaged by and whilst under the direct control and supervision of a **Member**.

18. 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**.

19. 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.

20. 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).

21. Inactive Academy Trust

An **Academy Trust** which is inactive and no longer has responsibility for any academies and / or pupils.

22. 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.

23. Loss of Limbs

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.

24. Loss of Sight

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

25. 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** or a member of the immediate family of the **Person**.

26. Member

An **Academy Trust** which is a **Member** of the **RPA**.

27. Member Retention

The first part of each and every **Occurrence** or any other loss covered by the **RPA** borne by the **Member** as specified in each section of these **Rules**. Unless stated otherwise in the **Rules**, if an **Occurrence** or any other loss covered by the **RPA** results in a **Claim** against more than one section of these **Rules**, the amount will apply separately to each section as specified.

28. Membership Date

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

29. Membership Year

Any period of 12 months beginning on 01 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 01 September the **Membership Year** will apply from the **Membership Date** until 31 August.

30. 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.

31. Money

In respect of the following Sections this will mean:

Section 7

Any physical coins, bank and currency notes; postal and money orders, bankers drafts, cheques and giro cheques; crossed warrants, bills of exchange, and securities for money; postage, revenue, national insurance and holiday with pay stamps; national insurance and holiday with pay cards, national savings certificates, premium saving bonds and franking machine impressions; credit, company sales vouchers, luncheon vouchers and trading stamps; VAT invoices; and monetary balances held to the **Members** credit by a financial institution, all of which are current and legal tender.

Section 8

Any physical coins, bank and currency notes, postal and money orders, bankers drafts, cheques and giro cheques, giro drafts and payment order, travellers cheques, crossed warrants, bills of exchange, securities for money, 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 all of which are current and legal tender belonging to the **Member** or for which they have accepted responsibility.

Sections 10 and 11

Any physical coins, bank and currency notes; bankers drafts; bills of exchange; cheques for which the **Person** is the authorised signatory; signed travellers cheques; postal and money orders; luncheon vouchers; phone cards; coupons having distinct monetary value, all of which are current and legal tender which are taken on or acquired during a trip by the **Person** and are intended for personal or business expenditure which is reclaimable from the **Member**.

32. Multi Academy Trust

A group of aligned educational academies that come together to form a trust.

33. 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**;

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.

34. Penalties

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;

iv) fines, penalties, exemplary and punitive damages or non-compensatory damages.

35. 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 Limbs** or **Loss of Sight** which disablement lasts without interruption for more than 12 months from the date of the **Accidental Bodily Injury**.

36. 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 other than advertising where an indemnity is provided under the Advertising Liability Extension, included within Section 4 Third Party Public Liability;

vii) **Abuse**.

37. PFI Academy

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

38. Premises

Any premises owned, occupied, used, 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**.

39. Primary Academy

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

40. Property

i) **Buildings**;

ii) **Contents**;

iii) **Computers**;

iv) **Stock**;

including whilst in transit thereto or therefrom

v) **Cultural Assets**;

vi) **Contract Works**;

at the **Premises** (unless otherwise stated herein), but this will exclude any property where the **Member** has entered into a contract with a third party that obliges the **Member** to arrange:

i) insurance for the property on behalf of any third party or in joint names with the third party; and / or

ii) for a waiver of subrogation in favour of the third party under this **RPA** in relation to any **Damage** the third party may cause to the property.

41. RPA

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

42. RPA Administrator

The Secretary of State for Education.

43. Rules

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

44. 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**.

45. Storm

Storm, windstorm, hurricane, tornado, cyclone, 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**.

46. Subsidiary Company

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

47. 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.

48. Territorial Limits

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

Elsewhere in the world in connection with activities in the course of the Business of any Employee or Governor normally resident in Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and who is not outside such countries for more than six months in any one Membership Year.

49. Terrorism

Acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence H.M. Government.

50. Third Party Administrator

TopMark Claims Management Ltd, Company Registration Number SC305608

51. 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 **Academy Trust**.

52. Unattended Vehicle

Any vehicle where neither an **Employee** or other authorised person are able to keep the vehicle under observation and able to observe and reasonably prevent any attempt to interfere with it.

53. Unoccupied Building

Any building or portion of a building that is:

(i) not physically occupied by the **Member** during their working hours;

(ii) not used for the purposes of the **Business**;

(iii) empty, void, vacant, disused, untenanted or unfurnished;

(iv) awaiting refurbishment, redevelopment, renovation or demolition;

for a period in excess of 30 calendar days, except school holidays where this definition does not apply in respect of (i) and / or (ii) only.

54. Vermin

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

55. 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.

Section 1 – Material Damage

Definitions

The following definitions will apply wherever they appear in bold in this Section.

1. Greening

This 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.

2. Reinstatement

Where **Property** is:

(i) 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;

(ii) 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) 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.

This Basis of Settlement will not apply to an **Unoccupied Building** or any **Property** contained therein.

Material Damage Expense

In the event of **Damage** during any **Membership Year** the **RPA Administrator** will pay the **Member** the cost of **Reinstatement** 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**.

Cover

1. Reinstatement Cost

Applicable to the **Buildings**, **Contents** and **Computer** items excluding an **Unoccupied Building** or any Property contained therein.

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:

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;

v) For **Property** that prior to the **Damage** was due to be demolished or disposed of by any means other than being sold, the **RPA Administrator's** liability for any loss shall not exceed the cost of debris removal of such damaged **Property**.

Notwithstanding the above if the **Member** or **Trustees** (as the case may be) do not reinstate but gives 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 **Reinstatemen**t 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 Member Retention shall be the first:

i) £500, other than in respect of a **Primary Academy**, excluding subsidence, ground heave or landslip;

ii) £250 in respect of a **Primary Academy** excluding subsidence, ground heave or landslip;

iii) £1,000 in respect of subsidence, ground heave or landslip losses.

Extensions

A Material Damage Expense will include the following Extensions:

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 **Property** 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 **Property** been totally destroyed.

3. Professional Fees

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

4. Debris Removal

The costs and expenses necessarily incurred by the **Member** or by the **Trustees** with the consent of the **RPA Administrator** in consequence of **Damage** to the **Property**, in removing **Buildings**, **Contents**, **Computers** and / or **Stock** debris, demolishing, shoring up or propping or boarding up such **Property**.

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**.

Indemnity will not be payable under this section in respect of an **Unoccupied Building**.

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 written 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) defects in frames and framework.

iii) **Unoccupied Buildings**.

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** 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 (i) above as a result of property having been illegally deposited in and or around the **Premises**.

14. Involuntary Betterment

In the event that new **Computers** of like, kind and quality are 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 to such property;

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 or 1A;.

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 **Building**, except an **Unoccupied Building** 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.

Indemnity will not be payable under this section in respect of an **Unoccupied Building**.

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) 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 **Property**, all the property of the **Member** or of the **Trustees**, or for which the **Member** or the **Trustees** are legally responsible.

24. 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 that any vehicle is suitable for the purpose for which it is to be used.

25. 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 due to breakdown, failure of appliance, failure of public supply of electricity or gas or due to the action of refrigerant fumes which have escaped from the machine.

Claims Notification

Notwithstanding the Notification of Claims Condition under the Claims Guidelines the **Member** must:

i) in relation to **Unoccupied Buildings** provide written notice of any incident likely to give rise to a **Claim** as soon as possible, and in any event no longer than 30 days after the event.

ii) in relation to other **Claims** use reasonable endeavours to provide written notice of any incident likely to give rise to a **Claim** within 30 days of the event.

Section 1A – Minor Works

Definitions

The Definitions in Section 1 will apply to this Section. In addition, the following definitions will apply wherever they appear in bold in this Section.

1. Contract

Any contract or agreement entered into by the **Member** as **Employer** for the extension, alteration or refurbishment of existing **Buildings** at the **Premises**.

2. Contract Site

The existing **Premises** at which the **Member** is carrying out work under a **Contract**.

3. Contract Works

The permanent and temporary works, materials and all other property of whatsoever nature or description for incorporation undertaken in the performance of the **Contract** whilst on or adjacent to the **Contract Site** and in transit to or from the **Contract Site** other than by sea or air.

4. Employer

The party on whose behalf the **Contract Works** are undertaken.

5. Existing Structures

Any property, including fixtures, fittings and contents, which, prior to the commencement of any **Contract**, forms part of any structure.

Material Damage Expense

In the event of **Damage** during any **Membership Year**, the **RPA Administrator** will pay the **Member** the cost of **Reinstatement** 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.

Provided that the maximum amount payable under this Section will not exceed £250,000 each and every loss.

Reinstatement

Where **Damage** occurs to **Property**, the basis upon which the **RPA Administrator** will calculate the amount payable in respect of any claim will be:

(i) the cost of replacement or repair of the property lost, destroyed or damaged, to a condition as good as, but not better or more extensive than, its condition immediately prior to the **Damage**;

(ii) at the option of the **RPA Administrator**, the reduction in value of the **Property**.

Member Retention

The Member Retention shall be the first:

(i) £500, other than in respect of a **Primary Academy**, excluding subsidence, ground heave or landslip;

(ii) £250 in respect of a **Primary Academy** excluding subsidence, ground heave or landslip;

(iii) £1,000 in respect of subsidence, ground heave or landslip losses.

Where the incident giving rise to the loss also involves a claim under Section 1, the **Member Retention** applicable to a loss under this Section will be Nil.

Exclusions

In addition to Section 1 and 2 Exclusions being applicable to this Section, the following will also apply to this Section.

This Section does not cover:

1. **Damage** to:

   (i) **Existing Structures**;

   (ii) property for which the **Member** is relieved of responsibility by the conditions of the **Contract**.

   For the avoidance of doubt, **Existing Structures** are covered under Section 1 provided that the **Member** has not entered into a contract with a third party that obliges the **Member** to arrange:

   (a) insurance for the **Existing Structures** on behalf of any third party or in joint names with the third party; and/or

   (b) for a waiver of subrogation in favour of the third party under this **RPA** in relation to any **Damage** the third party may cause to the **Existing Structures**.

Extensions

The applicable Extensions to Section 1 will also apply to this Section.

Claims Notification

Notwithstanding the Notification of Claims Condition under the Claims Guidelines the **Member** must:

i) in relation to **Unoccupied Buildings** provide written notice of any incident likely to give rise to a **Claim** as soon as possible, and in any event no longer than 30 days after the event.

ii) in relation to other **Claims** use reasonable endeavours to provide written notice of any incident likely to give rise to a **Claim** within 30 days of the event.

Section 2 – Business Interruption

Definitions

The following definitions will apply wherever they appear in bold in this Section.

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

Any accidental loss of, destruction of or damage to the **Property**, including damage caused by subsidence, ground heave, or landslip, or as a result of **Terrorism** but excluding loss of, destruction of, or damage to property by any circumstance set out in Section 1, 1A and 2 exclusions.

3. Indemnity Period

In respect of the following:

Notifiable Disease Extension

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 and ending not later than 36 months after the relevant date.

Serious Incident Extension

The period during which the results of the **Business** shall be affected in consequence of an occurrence beginning with the date of the occurrence of the incident ending not later than 36 months after the relevant date.

Incident

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. Notifiable Disease

Injury or illness sustained by any person resulting from:

i) food or drink poisoning;

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).

5. Serious Incident

Murder, suicide, rape, grievous bodily harm, serious bodily injury, child abuse or abduction.

Business Interruption Expense

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 Member Retention shall be the first:

(i) £500, other than in respect of a **Primary Academy**, excluding subsidence, ground heave or landslip;

(ii) £250 in respect of a **Primary Academy** excluding subsidence, ground heave or landslip;

(iii) £1,000 in respect of subsidence, ground heave or landslip losses.

Extensions

A Business Interruption Expense will include the following Extensions:

1. Fines and Damages

Fines and damages incurred by a **Member** during the **Indemnity Period** for late or non-completion or breach of contract following the **Incident**.

2. Restriction of Access

Incident is extended 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**.

Provided that Section 1, 1A and 2 Exclusions do not apply to this Extension.

3. Unspecified Suppliers, Storage Sites, Public Utilities

Incident is extended 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, sewerage or effluent waste-water services;

within the **Territorial Limits**.

4. Notifiable Diseases

Incident is extended 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**, accidental leakage or escape of sewage or effluent from the **Premises**;

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

Provided that the;

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

ii. **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.

5. Serious Incident Extension

Incident is extended to include the occurrence of a **Serious Incident** at the **Premises**.

Provided that 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.

6. Public Utilities failure of Supply

Incident is extended 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**.

Provided that;

i. Section 1, 1A and 2 Exclusions do not apply to this Extension;

ii. this Extension will not cover loss following failure of supply due to:

   a. failure of any satellite;

   b. 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;

   c. default on the part of a **Member** or of the **Trustees**;

   d. cessation of work;

   e. drought.

Conditions

If in relation to any claim, the **Member** has failed to comply with any of the following conditions, the **RPA Administrator** may not pay that claim in whole or in part.

The following Conditions apply to this Section.

1. Claims Procedures

No amount will be payable in respect of any claim under this Section if the **Member** has failed to fulfil the following condition.

The **Member** must:

i) take any action to minimise the loss, destruction or damage and to avoid interruption to or interference with the **Business** and to prevent, avoid or minimise any further loss, destruction or damage;

ii) at the **Member's** expense, provide the **RPA Administrator** with:

a. a written claim; and

b. details of any insurances covering the loss, destruction or damage or other loss, interruption to or interference with the **Business** within 30 days after the expiry of the **Indemnity Period** or such further time that the **RPA Administrator** may allow in writing;

c. any evidence and information, books, records and documents required to assess the claim;

iii) repay any payment on account the **RPA Administrator** has already made, upon failure to comply with this condition.

2. 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**.

3. 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**.

4. 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.

However, where tax has been incurred solely as a consequence of an Incident, indemnity shall be provided if such tax is not recoverable from tax authorities.

Unrecoverable Value Added Tax does not include amounts payable by a **Member** as penalties or interest for non-payment or late payment of tax.

Claims Notification

Notwithstanding the Notification of Claims Condition under the Claims Guidelines the **Member** must:

i) in relation to **Unoccupied Buildings** provide written notice of any incident likely to give rise to a **Claim** as soon as possible, and in any event no longer than 30 days after the event.

ii) in relation to other **Claims** use reasonable endeavours to provide written notice of any incident likely to give rise to a **Claim** within 30 days of the event.

Section 1, 1A and 2 Exclusions

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

1. Damage or Consequential Loss caused by or consisting of:

i) misuse or mechanical or electrical breakdown or derangement, breakdown, gradual deterioration, tree root ingress, 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) defective or faulty design, or connected with the correction of defects in design or content of any **Computer Media** 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 authority.

3. (In respect of Section 1 or 1A) 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;

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 such **Damage** or **Consequential Loss** not otherwise excluded which itself results from a **Defined Peril**;

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;

ii) fences and gates;

iii) **Property** in open sided buildings;

iv) **Property** attached to the exterior of any **Building**;

caused by or arising from theft or attempted theft, wind, rain, hail, sleet, snow, flood, sand, dust or freezing except in respect of Section 1A.

7. (In respect of Section 1 or 1A)

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;

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, and;

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 to or from:

i) **Buildings** or parts of **Buildings**;

ii) 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 paragraph 10 ii) a) ii) b) ii) c) and 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 **Consequential Loss** arising directly or indirectly therefrom does not arise by reason of any malicious act or omission.

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.

12. In relation to Unoccupied Buildings Damage or Consequential Loss caused by or consisting of:

i) freezing;

ii) the escape of water or oil from any tank apparatus or pipe or discharge or leakage from any sprinkler installation, other than **Unoccupied Building** where a water

supply is required for the purpose of maintaining a sprinkler or fire suppression system, providing the **Member** has complied with other terms of the **RPA**;

iii) (other than fire or explosion) by malicious persons not acting on behalf or in connection with any political organisation;

iv) Theft or attempted theft;

13. Damage or Consequential Loss arising from:

The confiscation, deliberate damage or destruction by or under order of any government or public or local authority.

14. Damage or Consequential Loss in respect of:

i) any **Property** for which the **Member** and / or **Trustees** have entered into a contract with a third party that obliges the **Member** and / or **Trustees** to arrange:

   a. insurance for the **Property** on behalf of the third party or notes the interest of the third party;

   b. for a waiver of subrogation in favour of the third party under this **RPA** in relation to any **Damage** the third party may cause to the **Property**.

ii) vehicles licensed for road use (including accessories thereon) whilst on the public highway, railway locomotives, rolling stock, aircraft or spacecraft;

iii) water-borne craft other than hand propelled or sailing craft;

iv) land (including water in or on land), railway lines, dams, reservoirs, piers, jetties, wharves, docks, canals, rigs, wells, pipelines, culverts, tunnels, excavations, mining, property underground or off-shore property;

v) 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**;

vi) **Money**, cheques, stamps, bonds, credit cards or securities of any description;

vii) fixed glass by fracture not extending through its entire thickness;

viii) 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;

ix) **Cultural Assets**;

x) (in respect of Section 1 and 1A) any property **Insured** by or on behalf of the **Member** or of the **Trustees**.

unless otherwise stated herein.

General Condition to Sections 1 and 2

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

Unoccupied Buildings

In respect of **Unoccupied Building** the **Member** must:

i) Carryout out internal and external inspections of such buildings and any perimeter fencing and gates at least every 7 days and as soon as possible repair, or arrange to repair, any damage or defects found including the removal of graffiti; and

ii) Remove from the **Premises**, either within or outside the **Buildings**, all loose combustible materials and any gas bottles; and

iii) Securely lock all external doors, close and secure all windows including the boarding over of all ground floor and accessible upper floor windows, and secure and seal up all letter flaps and similar openings; and

iv) Set any CCTV, fire or intruder alarm or sprinkler systems which are installed; and

v) Turn of all mains services except for the electricity supply to maintain any heating, CCTV, fire or intruder alarm or sprinkler systems or other essential services; and

vi) Completely drain the water system except where the **Building** is protected by a sprinkler system. Should such **Building** have a sprinkler system installed such water supply thereto must be maintained, and heating must be kept at a minimum temperature of 5 degrees Celsius during the period 1 October to 1 April annually.

Section 3 – Employers' Liability

Employers' Liability Expense

The **RPA Administrator** will indemnify (pay in respect of the costs and expenses specified in paragraph 2 i) and 2 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 (other than Asbestos for which an indemnity is provided by the Asbestos Extension) 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 **Bodily Injury**;

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

incurred with the prior written consent of the **RPA Administrator**, whose consent will not be unreasonably denied or delayed.

Limit of Liability

Unlimited

Member Retention

Nil

Extensions

The following Extensions will apply to this section.

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 the **RPA** the **RPA Administrator** will indemnify the **Member** or at the request of the **Member** their **Governor** or **Employee** in respect of legal fees and 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 **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 **Bodily 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 2 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:

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 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 **Bodily Injury**;

which may be the subject of indemnity under the Extension paragraph 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 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, the **RPA Administrator** will indemnify the **Member** or at the request of the **Member, Governor** or **Employee** 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 **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. Compensation for Court Attendance

In the event of any **Governor** 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** £500

6. 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 **Bodily Injury** out of actual exposure to asbestos, 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 **Member**;

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.

Exclusions

The **RPA Administrator** will not provide indemnity for:

i. 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 enacted in the United Kingdom, European Union or European Economic Area in respect of Injury to any **Employee** whilst travelling as a passenger in a vehicle happening during any **Membership Year** in connection with the **Business**.

ii. any legal costs or expenses incurred without prior notification to and the written acceptance of the claim and the **Member's** proposed legal advisers by the **Third Party Administrator**.

Conditions

If in relation to any **Claim**, the **Member** has failed to comply with the following conditions, the **RPA Administrator** may not pay that **Claim** in whole or in part.

The following conditions apply to this Section:

1. Claims Notification

Notwithstanding the Notification of Claims Condition under the Claims Guidelines the **Member** must:

i) provide written notice of any incident likely to give rise to a **Claim** as soon as possible, and in any event no longer than 14 working days after the event, other than as detailed in paragraph ii) below.

ii) report in writing within 2 working days any incident involving a fatality, head injury, brain damage, amputation, spinal injury, or interest from the media.

iii) not incur and legal costs or expenses without prior notification to the **Third Party Administrator** who must provide written approval to the **Member** before any costs are incurred. Noting the **Third Party Administrator**, with approval from the **RPA Administrator** reserving the right to appoint their legal adviser.

2. Compensation Payments

The **Member** must ensure they understand and comply with the schedule of delegated authorities set out in the **Academies Trust Handbook**, where required by the **Academies Trust Handbook** the **Member** must seek approval from the Department for Education before any compensation payments are agreed or paid.

Approval must be provided by the Department of Education, not the **RPA Administrator** or **Third Party Administrator**.

3. Legal Representation

Where permissible by the laws of England and Wales, the **Third Party Administrator** reserves the right to appoint legal advisers approved by the **RPA Administrator,** before any costs and expenses are incurred, in relation to any matter which may form the subject of a **Claim** for indemnity under this Section.

Section 4 – Third Party Public Liability

Definitions

The following definitions will apply wherever they appear in bold in this Section.

1. 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.

2. Enforcing Authority

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

3. Hirer

Any person or organisation to whom the **Member** has hired part of the **Premises** where that person or organisation does not have and 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, destruction of, or damage to material property (meaning real property i.e. land or buildings, and personal property i.e. moveable items).

6. Remediation

Remedying the effect of **Pollution**.

Third Party Public Liability Expense

The **RPA Administrator** will 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 claimant's 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 paragraph 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** whose consent will not be unreasonably denied or delayed.

Limit of Liability

Unlimited

Member Retention

Nil

Extensions

The following Extensions will apply to this section.

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

1. Additional Legal Costs

The **RPA Administrator** will 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** or at the request of the **Member**, **Governor** or **Employee** 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** or at the request of the **Member**, **Governor** or **Employee** 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 at the request of the **Member**, **Governor** or **Employee** 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 2018 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 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:

i) for the payment of **Penalties** imposed by the Information Commissioner's Office or the costs of complying with actions taken by the Information Commissioner's Office including temporary or permanent ban on data processing or rectification, restriction or erasure of data.

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 2018 or any similar or amending legislation (the Act), provided always that:

i) the **Member** has registered in accordance with the terms of 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) 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 a policy of insurance;

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 person (including guests and voluntary helpers) by any 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 indemnify the said person in respect of such **Claim**.

Provided that:

i) such member is not entitled to indemnity under any policy of insurance;

ii) such member shall, as though they 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:

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 claimant's costs and expenses in connection with this Extension paragraph iv) a) above of or in connection with any relevant Extension of this Section.

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;

which may be the subject of indemnity under this Extension paragraph iii) a) above or any relevant Extension of this Section.

2. all other costs and expenses in relation to any matter which may form the subject of a **Claim** for indemnity under paragraph 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 not withstanding Exclusion 1 i) of this 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 policy of insurance applying.

9. Pollution Clean Up

Where the **RPA** provides indemnity against liability caused by or arising from **Pollution** occurring within the **Territorial Limits** 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;

10. Legionella and Airborne Pathogen

Notwithstanding exclusion 5 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 mutant's 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 a policy of insurance;

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 **Bodily Injury**, 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 a policy of insurance;

iii) for claims that the **Member** had prior knowledge of before opting to join the **RPA**.

12. Advertising Liability

The **RPA Administrator** 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 a policy of insurance;

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** 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** £500

15. Medical Procedures

The **RPA Administrator** will indemnify the **Member**;

i) for all sums that the **Member** shall become legally liable to pay for damages or compensation in respect of or arising out of **Bodily Injury** occurring during the **Membership Year** within the **Territorial Limits** in connection with the **Business**.

ii) against legal liability for claimant's costs and expenses in connection with paragraph 1 above;

iii) in respect of:

a. costs of legal representation at:

1. any coroner's inquest or inquiry in respect of any death;

2. proceedings in any court arising out of any alleged breach of statutory duty

which may be the subject of indemnity under this Extension;

b. all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under paragraph 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** indemnify any **Hirer**;

i) for all sums that the **Hirer** shall become legally liable to pay for damages or compensation in respect of or arising out of:

a) **Personal Injury**;

b) **Property Damage**;

c) 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 **Premises** or facilities during the period of the hire;

ii) against legal liability for claimant's costs and expenses in connection with paragraph 1 above;

iii) in respect of:

a. costs of legal representation at:

1. any coroner's inquest or inquiry in respect of any death;
2. proceedings in any court arising out of any alleged breach of statutory duty;
    a. which may be the subject of indemnity under this Extension;

b. all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under paragraph 1 above;

incurred with the prior written consent of the **RPA Administrator**.

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**;
        c) the loading or unloading of any vehicle;
        d) the unauthorised movement on the **Premises**;

        Provided that:

        1. indemnity is not provided by any motor insurance contract; or
        2. 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:

        1. hand propelled or sailing craft in inland territorial waters;
        2. 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 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) **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**.
9. Any legal costs or expenses incurred without prior notification to and the written acceptance of the claim and the **Member's** proposed legal advisers by the **Third Party Administrator**.

Conditions

If in relation to any **Claim**, the **Member** has failed to comply with the following conditions, the **RPA Administrator** may not pay that **Claim** in whole or in part.

The following conditions apply to this Section.

1. Claims Notification

Notwithstanding the Notification of Claims Condition under the Claims Guidelines the **Member** must:

i) provide written notice of any incident likely to give rise to a **Claim** as soon as possible, and in any event no longer than 14 working days after the event, other than as detailed in paragraph ii) below.

ii) report in writing within 2 working days any incident involving a fatality, head injury, brain damage, amputation, spinal injury, or interest from the media.

iii) not incur and legal costs or expenses without prior notification to the **Third Party Administrator** who must provide written approval to the **Member** before any costs are incurred. Noting the **Third Party Administrator**, with approval from the **RPA Administrator** reserving the right to appoint their legal adviser.

2. Compensation Payments

The **Member** must ensure they understand and comply with the schedule of delegated authorities set out in the **Academies Trust Handbook**, where required by the **Academies Trust Handbook** the **Member** must seek approval from the Department for Education before any compensation payments are agreed or paid.

Approval must be provided by the Department of Education, not the **RPA Administrator** or **Third Party Administrator**.

3. Legal Representation

Where permissible by the laws of England and Wales, the **Third Party Administrator** reserves the right to appoint legal advisers approved by the **RPA Administrator** before any costs and expenses in relation to any matter which may form the subject of a **Claim** for indemnity under this Section are incurred.

Section 5 – Governors' Liability

Definitions

The following definitions will apply wherever they appear bold in this Section.

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**.

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**.

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** 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 **Penalties** (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**.

Governors' Liability Expense

The **RPA Administrator** will 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 a policy of insurance;

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

Extensions

The following Extensions will apply to this Section.

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.
5. In the event of any **Governor** attending an official enquiry or other proceeding into the affairs of the **Member** ordered or commissioned by a body legally empowered to investigate their affairs, the **RPA Administrator** shall provide compensation to the **Member** at the rate per day of £500 for each day on which the **Governor's** attendance is required.

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 of fiduciary under law (statutory or non-statutory including common) or administrator of any pension, profit sharing or employee benefit programmes 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;
    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;
    ii) in connection with an application for relief in which the court refuses to grant the **Indemnified Person** relief.
10. The **RPA Administrator** will not provide indemnity for:

    any legal costs or expenses incurred without prior notification to and the written acceptance of the claim and the **Member's** proposed legal advisers by the **Third Party Administrator**.

Conditions

If in relation to any **Claim**, the **Member** has failed to comply with the following condition, the **RPA Administrator** may not pay that **Claim** in whole or in part.

The following Conditions apply to this Section.

Claims Notification

Notwithstanding the Notification of Claims Condition under the Claims Guidelines the **Member** must:

i) provide written notice of any incident likely to give rise to a **Claim** as soon as possible, and in any event no longer than 14 working days after first notification to the **Member**.

ii) not incur any legal costs or expenses without prior notification to the **Third Party Administrator** who must provide written approval to the **Member** before any costs are incurred. Noting the **Third Party Administrator,** with approval from the **RPA Administrator** reserving the right to appoint their own legal adviser.

2. Compensation Payments

The **Member** must ensure they understand and comply with the schedule of delegated authorities set out in the **Academies Trust Handbook**, where required by the **Academies Trust Handbook** the **Member** must seek approval from the Department for Education before any compensation payments are agreed or paid.

Approval must be provided by the Department of Education, not the **RPA Administrator** or **Third Party Administrator**.

3. Legal Representation

Where permissible by the laws of England and Wales, the **Third Party Administrator** reserves the right to appoint legal advisers approved by the **RPA Administrator** before any costs and expenses in relation to any matter which may form the subject of a **Claim** for indemnity under this Section are incurred.

Section 6 – Professional Indemnity

Definitions

The following definitions will apply wherever they appear in bold in this Section.

Claim

1. An actual or alleged breach of professional duty including alleged failure to teach committed by the **Member** or any **Governor** or **Employee**.
2. Libel slander or defamation, written or spoken by the **Member** or any **Governor** or **Employee**.

   Provided that the liability of the **RPA Administrator** in respect of each **Member** shall be £500,000 each and every loss and shall be the maximum aggregate liability of the **RPA Administrator** 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 **Member** shall be £500,000 each and every loss and shall be the maximum aggregate liability of the **RPA Administrator** from all losses 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.

Professional Indemnity Expense

The **RPA Administrator** will 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 a policy of insurance;
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

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 their 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 **Penalty**, (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.

12. the **RPA Administrator** will not provide indemnity for:

    any legal costs or expenses incurred without prior notification to and the written acceptance of the claim and the **Member's** proposed legal advisers by the **Third Party Administrator**.

Conditions

If in relation to any **Claim**, the **Member** has failed to comply with the following condition, the **RPA Administrator** may not pay that **Claim** in whole or in part.

The following Conditions apply to this Section.

1. Professional qualifications

The person offering advice or services which are the subject of a **Claim** must be suitably qualified to offer such advice or services.

2. Claims Notification

Notwithstanding the Notification of Claims Condition under the Claims Guidelines the **Member** must:

i) provide written notice of any incident likely to give rise to a **Claim** as soon as possible, and in any event no longer than 14 working days after first notification to the **Member**.

ii) not incur any legal costs or expenses without prior notification to the **Third Party Administrator** who must provide written approval to the **Member** before any costs are incurred. Noting the **Third Party Administrator,** with approval from the **RPA Administrator** reserving the right to appoint their own legal adviser.

3. Compensation Payments

The **Member** must ensure they understand and comply with the schedule of delegated authorities set out in the **Academies Trust Handbook**, where required by the **Academies Trust Handbook** the **Member** must seek approval from the Department for Education before any compensation payments are agreed or paid.

Approval must be provided by the Department of Education, not the **RPA Administrator** or **Third Party Administrator**.

4. Legal Representation

Where permissible by the laws of England and Wales, the **Third Party Administrator** reserves the right to appoint legal advisers approved by the **RPA Administrator** before

any costs and expenses in relation to any matter which may form the subject of a **Claim** for indemnity under this Section are incurred.

Section 7 – Employee and Third Party Dishonesty

Definitions

The following definitions will apply wherever they appear in bold in this Section.

1. Acting in Collusion

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. Data Breach

The unauthorised gaining of access to data that compromises the security, confidentiality and / or the integrity of personal data or non-public information relating to the **Business** of the **Member** that cannot be lawfully obtained or is in the public domain.

3. Hack

Unauthorised access to any computer, other computing and electronic equipment linked to computer hardware, electronic data processing equipment, microchips or computer installation that processes, stores, transmits, retrieves or receives data.

4. Loss

i) All acts of fraud or dishonesty committed by any one **Employee** or **Employees Acting in Collusion** during the continuance of the **Member's** membership of the **RPA**.

ii) Any loss of **Money**, security or other property by computer fraud, or the theft of **Money** through fraudulent transfer instructions communicated to such financial institution.

Employee and Third Party Dishonesty Expense

The **RPA Administrator** will 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** 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, including 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 fraudulency 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 Member Retention shall be the first £500 of each and every **Loss** but reduced to £250 each and every **Loss** incurred by a **Primary Academy**.

Extensions

The following Extensions will apply to this section.

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.

Exclusions

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

1. for loss of interest or 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** 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 **Money** through fraudulent transfer instructions communicated to such financial institution not discovered within 12 months of the loss of **Money**, security, other property or funds;
5. any **Loss** arising from a **Data Breach**, **Hack** or cyber-crime not described in Employee and Third Party Dishonesty Expense paragraph 2 above.

Conditions

If in relation to any **Claim**, the **Member** has failed to comply with the following condition, the **RPA Administrator** may not pay that **Claim** in whole or in part.

The following Condition applies to this Section.

Claims Notification

The **Member** must provide written notice of any incident likely to give rise to a claim as soon as possible, and in any event no longer than 14 working days after first notification to the **Member**.

Section 8 – Money

Money Expense

The **RPA Administrator** will 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 liability of the **RPA Administrator's** will not exceed:

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	
i) Not contained in a locked safe or strongroom at the **Premises** when open for business or attended by authorised **Employees** or **Governors**;	£5,000
ii) On the **Premises** when closed or unattended;	£500

Description	Limit any one loss
iii) In transit in the custody of the **Member**;	£5000
vii) In a bank night safe until liability is accepted by the bank;	£5,000
viii) In a locked safe or strongroom at the **Premises**;	£10,000
ix) Any other loss.	£500
4. **Damage** to the safe or strongroom	**Reinstatement** cost

All occurring within the **Territorial Limits**

Member Retention

The **Member Retention** shall be the first £100 of each and every loss but reduced to £50 each and every loss incurred by a **Primary Academy**.

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 an **Unattended Vehicle**.
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** or private residence of any authorised **Employee** or **Governor**.

Conditions

If in relation to any claim, the **Member** has failed to comply with any of the following conditions, the **RPA Administrator** may not pay that claim in whole or in part.

The following Conditions apply to this Section.

1. Records

It is a condition that:

1. a complete record shall be kept of the **Money**; and
2. such record shall be deposited in a secure place other than in the safes containing **Money**.

2. Safe Keys

It is a condition that outside business hours the safes shall be kept locked and the keys of the safes shall not be left on the **Premises**.

3. Transit

It is a condition that when **Money** is in transit in excess of the following amounts, it must be accompanied by the following number of **Employees**:

i) over £2,500 up to £5,000 by at least 2 persons;
ii) over £5,000 up to £7,500 by at least 3 persons;
iii) over £7,500 up to £10,000 by at least 4 persons.

Provided that private transport must be used for amounts of **Money** in transit greater than £2,500 where the distance exceeds half a mile.

Section 9 – Personal Accident

Definitions

The following definition will apply wherever it appears in bold in this Section.

Person

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

Personal Accident Expense

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 compensate the **Member** by payment of the appropriate **Benefit**.

Provided that, if an **Employee** sustaining **Accidental Bodily Injury** 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 be either:

1. the benefit as set out in the Conditions of Service for School Teachers in England and Wales (the "Burgundy Book")
2. the National Joint Council for Local Government Services National Agreement on Pay and Conditions of Service (the "Green Book")
3. the **Benefit**,

whichever is higher.

Member Retention

Nil

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

Definitions

The following definitions will apply wherever they appear bold in this Section.

1. Journey

i) A school trip, excursion or work experience placement which is related to education; authorised by the **Member** and involves travel outside of the school boundaries, but excluding social events;

ii) A trip by any **Employee** or **Governor** in connection with the **Business;** authorised by the **Member** and involves travel outside of the school boundaries.

2. 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**.

United Kingdom Travel Expense

The following are covered under this Section.

1. Baggage and Money

If during a **Journey** which is wholly within the **Territorial Limits** and which commences during the **Membership Year** a **Persons Baggage** or **Money** is lost, damaged, stolen or destroyed the **RPA Administrator** will compensate the **Member** on behalf of the **Person** concerned for the cost of repair or replacement.

Limit of Liability

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.

Exclusions

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) any **Baggage Insured**;

iii) 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.

2. Travel Disruption

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

i) cancel or curtail a **Journey**;

ii) replace a **Person** on a **Journey**;

iii) rearrange or make arrangements to resume a **Journey**;

iv) change the itinerary of a pre-booked **Journey;**

solely within the **Territorial Limits** as a direct and necessary result of any cause outside their control the **RPA Administrator** will compensate the **Member** for:

i) deposits and advance payments (on a proportionate basis in respect of curtailment);

ii) transport charges;

iii) accommodation and sustenance charges;

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

Limit of Liability

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

Exclusions

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

i) the **Member's** or **Person's** disinclination to travel, including cancellation due to fear of travelling;

ii) weather conditions, unless the planned venue or transport is no longer available and cannot be replaced.

iii) the **Member's** or **Person's** financial circumstances.

iv) 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.

v) 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

Conditions

In relation to any claim, the **Member** has failed to comply with any of the following conditions, the **RPA Administrator** may not pay that claim in whole or in part.

The following conditions apply to this Section.

i. **Members** must always adhere to Department for Education and wider United Kingdom government guidance relative to travel and booking educational visits.

ii. Where possible, **Members** must book the educational visit through a tour operator or travel agent and where appropriate ensure that the tour operator or travel agent with whom the educational visit is being booked is bonded with an organisation approved by the Department of Trade and Industry (examples include Association of British Travel Agents (ABTA) and Association of Bonded Travel Organisers Trust (ABTOT)).

iii. **Members** must undertake full and thorough risk assessments in relation to all educational visits and ensure that any public health advice, such as hygiene and ventilation requirements, is included as part of that risk assessment.

iv. Claims must be submitted and handled as set out in the **RPA** welcome pack and the Claims Guidelines section of the **Rules**.

v. For a claim to be valid, all aspects of the trip including venue, accommodation and travel must have been booked before the claim is made.

Exclusion

The indemnity provided under this Section will not:

1. apply to Journeys which are facilitated by the **Member** but contractually are between a pupil or their parent or guardian directly with a tour operator or booking agent.

Section 11 – Overseas Travel (Non United Kingdom) Travel Expense, including winter sports

Emergency Assistance +44 (0)20 3475 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.CM@davies-group.com

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

Definitions

The following definitions will apply wherever they appear in bold in this Section.

1. Journey

1. A school trip, excursion or work experience placement anywhere in the world which is related to education but excluding social events;
2. 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,** involves travel outside of the school boundaries and is no more than six months in duration.

2. 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.

3. 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**

Covers

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 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.

Limit of Liability

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

Exclusions

The indemnity provided will not apply to any expense incurred:

1. 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;
2. 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;
3. 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 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 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.

Exclusions

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 compensate the **Member** by payment of the appropriate **Benefit**.

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:

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 **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;

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 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.

Limit of Liability

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

Exclusions

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 compensate the **Member** on behalf of the **Person** concerned If during a **Journey** which commences during the **Membership Year** reasonable additional costs are incurred to evacuate the **Person** to the United Kingdom or the nearest place of safety, if:

i) the United Kingdom Foreign, Commonwealth and Development Office issues advice for a particular country or region in which the **Person** is travelling recommending that the **Person** leave that country or region;

ii) officials of the country in which the **Person** is travelling recommend that the **Person** leave the country for safety reasons;

iii) a state of emergency is declared in the country where the **Person** is travelling necessitating immediate evacuation.

Limit of Liability

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

i) £10,000 in total per **Person**; and

ii) £80,000 in total per trip.

Exclusions

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 **Member** or **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 Travel Disruption Cover.

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 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.

Limit of Liability

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**.

Exclusions

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**;

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. Baggage Delay

If during an outward or onward **Journey** which commences during the **Membership Year** **Baggage** is delayed for more than six consecutive hours, the **RPA Administrator** will compensate the **Membe**r on behalf of the **Person** concerned for any reasonable expenses necessarily incurred in purchasing essential replacement items.

Limit of Liability

The liability of the **RPA Administrator** in respect of each and every loss shall be limited to a maximum of £200 per **Person**.

Any payment the **RPA Administrator** makes under this extension 7 will be deducted from the total amount payable under **Baggage** cover if the **Baggage** is permanently lost or damaged beyond economic repair.

Member Retention

The first £50 of each and every loss.

8. 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 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.

Limit of Liability

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**; and

ii) £5,000 in total per trip.

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**.

Exclusions

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** 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**;

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.

9. 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 compensate the **Member** on behalf of the **Person** for any reasonable additional costs for travel accommodation and other associated cost necessarily incurred to enable the **Person** to obtain such essential replacement travel documents.

Limit of Liability

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.

Exclusions

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**;

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.

10. Travel Disruption

If during the **Membership Year**, the **Member** or the **Person** is forced to

i) cancel or curtail a **Journey**;

ii) replace a **Person** on a **Journey**;

iii) rearrange to resume a **Journey**;

iv) change the itinerary of a pre-booked **Journey**;

as a direct and necessary result of any cause outside their control the **RPA Administrator** will compensate the **Member** for:

i) deposits and advance payments (on a proportionate basis in respect of curtailment);

ii) transport charges;

iii) accommodation and sustenance charges;

iv) evacuation costs;

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

Limit of Liability

The **RPA Administrator** will pay up to:

i) £4,000 in total per **Person**; and
ii) £250,000 in total per trip.

Exclusions

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

i) a **Member's** or **Person's** disinclination to travel, including cancellation due fear of travelling;

ii) weather conditions unless the planned venue or transport is no longer available and cannot be replaced;

iii) the **Member's** or **Person's** financial circumstances;

iv) 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;

v) 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

11. 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 compensate the **Member** for the reasonable costs of travel, accommodation and subsistence which are necessarily incurred less any amount recoverable elsewhere.

Limit of Liability

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

Member Retention

The first £500 of each and every loss.

12. 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 compensate the **Member** for the reasonable costs of travel, accommodation and subsistence which are necessarily incurred less any amount recoverable elsewhere.

Limit of Liability

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

Conditions

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

13. Kidnap Consultants Costs

If during a **Journey** which commences during the **Membership Year** a **Person** is kidnapped or allegedly kidnapped, the **RPA Administrator** will compensate the **Member** on behalf of the **Person** for 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.

Limit of Liability

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.

Conditions

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

Exclusions

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

14. 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 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.

Limit of Liability

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

Conditions

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

15.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 paragraph i) ii) or iii) above and which are recoverable by the claimant;

iii) pay any other costs and expenses incurred with the **Third Party Administrator's** prior written consent;

Limit of Indemnity

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

Exclusions

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 or 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;

  c) firearm (other than sporting guns);

iv) injury, illness or 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) **Penalties**;

viii) damages resulting from a **Person** engaging in aviation as a pilot of a fixed wing or rotary propelled aircraft.

Member Retention

Nil

16. Legal Expenses

If during a **Journey** which commences during the **Membership Year** a **Person** sustains 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.

Limit of Liability

The liability of the **RPA Administrator** in respect of each and every loss shall be limited to £50,000 per **Person**.

Exclusions

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) **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 Conditions

If in relation to any claim, the **Member** has failed to comply with any of the following conditions, the **RPA Administrator** may not pay that claim in whole or in part.

The following Conditions apply to this Section.

1. Any **Person** participating in organised sports and physical leisure activities, hiking, trekking, mountaineering, rock climbing, pot-holing, caving, diving and outward

bound activities must be supervised by persons with a reasonable standard of proficiency in the activity in which the **Person** is participating;

2. Any **Person** participating in caving, pot-holing, weaselling and climbing based activities must wear appropriate safety helmets and equipment;
3. Any **Person** in charge of any canoeing or sailing of any kind including the use of powered vessels must have achieved a reasonable standard of sailing and navigational competence;
4. Life jackets or buoyancy aids must be worn by any **Person** participating in yachting, canoeing or sailing;
5. Any **Person** participating in skiing, snowboarding, glacier walking or the use of ski-bobs or toboggans must wear appropriate safety helmets and equipment;
6. Any **Person** participating in any activity must wear appropriate safety equipment if instructed to by the adult supervising the activity;
7. Winter sports cover is restricted to:
    a. **Persons** engaging in skiing, snowboarding, glacier walking, curling, skating, the use of ski-bobs and toboggans where the **Person** has been judged by a qualified instructor to have appropriate experience and is under the supervision of qualified instructors or teachers;
    b. transits by lifts and recognised paths to and from skiing, boarding or 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.
8. **Members** must always adhere to Department for Education and wider United Kingdom government guidance relative to travel and booking educational visit;
9. Trips must only be booked if at the time of booking there are no restrictions (as set by the United Kingdom Government) relative to travelling to the destination country;
10. Trips must only be booked if at the time of booking the destination country does not have any restrictions applicable to the entry of travellers from the United Kingdom;
11. Where possible, **Members** must book the educational visit through a tour operator or travel agent and where appropriate ensure that the tour operator or travel agent with whom the educational visit is being booked is bonded with an organisation approved by the Department of Trade and Industry (examples include Association of British Travel Agents (ABTA) and Association of Bonded Travel Organisers Trust (ABTOT)) and / or Air Travel Organisers Licence (ATOL) protected (as appropriate);
12. **Members** must undertake full and thorough risk assessments in relation to all educational visits and ensure that any public health advice, such as hygiene and ventilation requirements, is included as part of that risk assessment;

13. Claims must be submitted and handled as set out in the **RPA** welcome pack and the Claims Guidelines section of the **Rules**;
14. For a claim to be valid, all aspects of the trip including venue, accommodation and travel must have been booked before the claim is made;
15. Not incur any legal costs or expenses without the prior notification to the **Third Party Administrator** who must provide written approval to the **Member** before any costs are incurred. Noting the **Third Party Administrator**, with approval from the **RPA Administrator** reserving the right to appoint their own legal adviser.

Exclusions

The indemnity provided by this Section will not apply in respect of any expenses or loss arising from:

1. drug or alcohol abuse by any **Person** making a claim under this Section;
2. a **Journey** to countries and specific areas in countries where at the time of booking or departure the Foreign, Commonwealth and Development Office are advising against all travel or all non–essential travel but this exclusion shall not apply to the Travel Disruption Cover where the Foreign, Commonwealth and Development Office publishes such advice after the time of booking the **Journey**;
3. a trip, excursion, or work experience placement anywhere in the world which is facilitated by the **Member** but contractually is between a pupil or their parent or guardian directly with a tour operator or booking agent;
4. the costs of a **Person** having to isolate or quarantine due to COVID-19 either on entry to the destination country at the start of a **Journey** or on their return to the United Kingdom at the end of a **Journey**;
5. the costs of a **Person** undertaking COVID-19 testing;
6. the costs incurred for **Journeys** that at the time of booking were to a destination where restrictions (as set by the United Kingdom Government) relative to travelling to that destination were in place;
7. the costs incurred for **Journeys** where at the time of booking the destination country was restricting entry to visitors from the United Kingdom.
8. Any legal costs and expenses incurred without the prior notification to and the written acceptance of the claim and the **Member's** proposed legal advisers by the **Third Party Administrator**.

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.CM@davies-group.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** 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**;

ii) in the resolution of unfair dismissal disputes under the Advisory Conciliation and Arbitration Service (ACAS);

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 other than when an indemnity is provided by Section 3 – Employers Liability;

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 **Member's** 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;
11. the reasonable legal costs incurred by members of a school's admission appeals panel and independent review panels, for which the **Member** must provide an indemnity in connection with any decision or action taken in good faith whilst acting as panel members;

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**.

Once the aggregate limit applicable to this Section has been breached in any one **Membership Year**, any claim that occurred in that **Membership Year** cannot be carried forward to a new **Membership Year**.

Member Retention

The Member Retention shall be the first £500 of each and every **Loss** but reduced to £250 each and every **Loss** incurred by a **Primary Academy**.

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**.

Conditions

If in relation to any claim, the **Member** has failed to comply with any of the following conditions, the **RPA Administrator** may not pay that claim in whole or in part.

The following conditions apply to this Section.

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.

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. Where permissible by the laws of England and Wales, the **Third Party Administrator** reserves the right to appoint legal advisrs approved by the **RPA Administrator** before any costs and expenses in relation to any matter which may form the subject of a claim for indemnity under this Section are incurred.

4. The **Member** must ensure they understand and comply with the schedule of delegated authorities set out in the **Academies Trust Handbook**, where required by the **Academies Trust Handbook** the **Member** must seek approval from the Department for Education before any compensation payments are agreed or paid. Approval must be provided by the Department of Education, not the **RPA Administrator** or **Third Party Administrator**.

Exclusions

The indemnity provided under this Section will not apply to:

1. legal costs incurred without prior notification to and the written acceptance of a claim by the **Third Party Administrator**;
2. 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;

3. 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**;

4. costs related to debt recovery

5. 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;

6. costs related to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property secrecy and confidentiality agreements;

7. costs arising from incidents deliberately or intentionally caused by the **Member**, **Governor** or **Employee**;

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 this Section 12;

10. a risk that is **Insured**;

Section 13 – Cultural Assets

Definitions

The following definitions will apply wherever they appear in bold in this Section.

1. 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.

2. Collectable

An object regarded as being of value or interest to a collector.

3. Cultural Asset

Work of Art, **Collectable**, **Heritage Asset** or **Antique** excluding a **Work of Art**, **Collectable**, **Heritage Asset** or **Antique** that is **Insured**.

4. 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.

5. 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 knowledgably, prudently and without compulsion.

6. Reinstatement

If an item is damaged the cost of restoration plus any depreciation of the item.

If the item is lost or damaged beyond economic repair in respect of a **Cultural Asset** that is:

i) owned by the **Member** the market value immediately prior to the loss of that item;

ii) loaned to the **Member** the value stated on the loan agreement or the **Member's** liability to the owner, whichever is the lesser.

7. RPA Valuation Service

The free 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.

8. 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.

Cultural Assets Expense

In the event of **Damage** to any **Cultural Asset** during any **Membership Year** the **RPA Administrator** will pay to the **Member** the cost of **Reinstatement** 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.

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**,

   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 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.

Extensions

The following Extensions will apply to this section.

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.

3. Debris Removal

The costs and expenses necessarily and reasonably incurred by the **Member** with the written consent of the **RPA Administrator** in consequence of **Damage** to the **Cultural Assets**, in removing debris, dismantling and demolishing shoring up or propping, or boarding up such **Cultural Assets**.

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

4. 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;

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.

Exclusions

This Section does not cover:

1. Damage caused by or consisting of:

i) gradual deterioration, wear and tear, frost;

ii) inherent vice, latent defect or the **Cultural Asset's** own faulty or defective design or materials;

iii) faulty or defective workmanship, operational error or omission on the part of a **Member** or **Employee**;

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** 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** which itself results from a cause not otherwise excluded.

3. Damage arising from:

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 such **Damage** not otherwise excluded which itself results from a **Defined Peril**;

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 this Section.

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;

ii) of **Cultural Assets** 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:

a) garaged in a securely locked building of substantial construction;

b) in a compound which has secure walls and fences with all exit points secured by locked gates;

c) 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 **Cultural Asset** 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 paragraphs 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.

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.

10. Damage to:

i) moveable **Property** in the open;

ii) **Property** in open sided buildings;

iii) caused by or arising from theft or attempted theft, wind, rain, hail, sleet, snow, flood, sand, dust or freezing;

iv) **Property** contained in an **Unoccupied Building**.

11. Damage 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**.

Conditions

If in relation to any claim, the **Member** has failed to comply with any of the following conditions, the **RPA Administrator** may not pay that claim in whole or in part.

The following Conditions apply to this Section.

i) Workmen

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

ii) Reasonable Precautions

The **Member** must take reasonable steps to protect the **Cultural Asset** against **Damage** and to keep it in good condition and repair. If in the event of **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.

Claims Notification

Notwithstanding the Notification of Claims Condition under the Claims Guidelines the Member must:

provide written notice of any incident likely to give rise to a **Claim** as soon as possible, and in any event no longer than 30 days after the event.

Section 14 – Cyber

Emergency Assistance 0800 368 6378

Email: RPAresponse@CyberClan.com

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

For general enquiries and assistance:

Telephone: +44 (0) 3300 585 566

Email: RPA.CM@davies-group.com

Definitions

The following definitions will apply wherever they appear in bold in this Section.

1. Cyber Incident

Any actual or suspected unauthorised access to any computer, other computing and electronic equipment linked to computer hardware, electronic data processing equipment, microchips or computer installation that processes, stores, transmits, retrieves or receives data.

2. Indemnity Period

The period beginning when a **Cyber Incident** occurs and ending when the results of the **Business** cease to be affected in consequence of the **Incident** but not exceeding 90 days.

3. Group Network

A group of three or more **Members** whose computers or other electronic devices are interconnected either by a cable or wireless connection for the purpose of exchanging data and sharing resources.

Cyber Expense (increased cost of working)

In the event of a **Cyber Incident** first discovered by the **Member** during any **Membership Year** the **RPA Administrator** will pay to the **Member** the additional expenditure reasonably incurred in order to minimise any interruption, of or interference with the **Business** carried on by a **Member** at the **Premises** during the **Indemnity Period** in consequence of said **Cyber Incident**.

Exclusions

The **RPA Administrator** shall not be liable:

1. to the extent that an indemnity is provided by a policy of insurance;
2. for claims arising from an incident that occurred prior to 01 September 2022 or the start of the **Membership Year**, whichever is later;
3. for claims that the **Member** had prior knowledge of before opting to join the **RPA**;
4. any loss of **Money**, security or other property by computer fraud or 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.

Incident Response Services

In the event of a **Cyber Incident** first discovered by the **Member** during any **Membership Year** the **RPA Administrator** will provide the following incident response services;

1. Breach Response Services
    i.) Access to 24/7/365 cyber incident breach response hotline and email;
    ii.) The **Third Party Administrator** will aim to identify how attackers are accessing the **Member's** information technology environment, determine how to mitigate the attacker's existing access and track future actions and prevent further access;
2. Investigation Services;
    i.) Business email compromise and social engineering fraud investigation to include analysis of email logs, identification of when the incident occurred, investigate audit logs and determine how access was granted;
    ii.) Forensic Investigations, to include root cause analysis, log correlation and analysis, investigation of indicators of compromise, investigation of indicators of attack, investigation of data exfiltration attempts, host memory analysis, host disk forensic analysis, network forensics, browser forensic analysis, detection of user account / active directory anomalies;
3. Restoration, Remediation and Ongoing Monitoring;
    i.) Information technology restoration services to include triage and evaluation of the level of damage; the isolation of assets and containment of the information technology environment; aid in recovery of data; backup, rebuild and restore servers and infrastructure in the **Member's** current information technology environment.
    ii.) Containment and monitoring services: the **Third Party Administrator** will aim to identify persistence of a threat actor as a consequence of the initial

breach and monitor process executions, file read / writes and network activity.

Exclusions

The **RPA Administrator** shall not be liable:

1. to the extent that an indemnity is provided by a policy of insurance;
2. for claims arising from an incident that occurred prior to the cover effective date of this Section for each **Member**;
3. for claims that the **Member** had prior knowledge of before opting to join the **RPA**;
4. for costs and expenses incurred before the written acceptance of a claim by the **Third Party Administrator**.

Limit of Liability

The **RPA Administrator's** Limit of Liability shall be £250,000 each and every loss and shall be the maximum aggregate liability of the RPA Administrator in any one **Membership Year** for an individual **Member**.

Where a **Member** is part of a **Group Network** with other **RPA Members** the **RPA Administrator's** maximum aggregate liability shall be £750,000 in any one **Membership Year** for the **Group Network**.

Member Retention

The first £2,000 of each and every loss other than losses by a **Primary Academy** where the **Member Retention** will be the first £1,000 of each and every loss.

Conditions

Members must comply with the following conditions for cover to apply. In the event of a claim the **Member** will be required to evidence compliance with all of the conditions below:

1. All **Members** must meet the Department for Education's Cyber security standard relating to backups.

The standard states:

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

The Department for Educations sector Cyber team also provides the following guidance to schools: https://www.rpaclaimforms.co.uk/wp-content/uploads/2023/02/GDL-PLT001-Backups-for-Schools.docx.

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

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

2. National Cyber Security Centre (NCSC) training: All **Employees** or **Governors** who have access to the **Member's** information technology system must undertake NCSC training annually. In the event of a claim the **Member** will be required to evidence that any **Employee** or **Governor** involved in the claim has undertaken the NCSC training. NCSC training to be completed by the start of the **Membership Year**: https://www.ncsc.gov.uk/information/cyber-security-training-schools

3. All **Members** must register with Police CyberAlarm at https://member.cyberalarm.police.uk/.

4. All **Members** must have a Cyber Response Plan in place. A template is available on the **RPA** Risk Management portal.

Exclusions

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

1. that do not relate to a **Cyber Expense** (increased cost of working) or Incident Response Services described in this Section;
2. arising out of, based upon or attributable to the committing in fact of any dishonest or fraudulent act by the **Member**;
3. arising out of, based upon, or attributable to any personal injury or damage to property;
4. in respect of ransom payments or expert fees to investigate threat;
5. in respect of negotiating with criminals due to or as a result of threats to the **Member's** computer system;
6. arising out of wear and tear or failure of any electronic equipment in normal use.
7. **Penalties** or liquidated damages;
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**;

9. for any occurrence directly or indirectly caused by or contributed to 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.

Regulatory Investigation and Defence Costs

Cover provided as set out in Section 4 Third Party Liability. (the defence of any criminal proceedings brought against the **Member** in respect of an offence occurring during the **Membership Year** under Data Protection legislation. Cover excludes the payment of **Penalties**).

Data Protection Liability and Compensation

Cover provided as set out in Section 4 Third Party Liability. (an indemnity to the **Member** in respect of their liability to pay compensation in respect of damage or distress as described under Data Protection legislation).

Digital Media Liability

Cover provided as set out in Section 4 Third Party Liability. (Advertising Liability - an indemnity to the **Member** in respect of their liability to pay damages or compensation in respect of defamation, unintentional intellectual property infringement, infringement or invasion 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**).

Cover provided as set out in Section 6 Professional Indemnity (libel, slander or defamation, written or spoken by the **Member**).

General Exclusion

The following Exclusion shall apply to all Sections inclusive unless stated otherwise;

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 and Section 4 Third Party Public 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**.

Action by the Member

1. Claims intake

Claims will be accepted by the **Third Party Administrator** 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 **Third Party Administrator** portal

An online portal is available for **Members** to notify claims directly to the **Third Party Administrator**:

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 **Third Party Administrator** portal to notify claims in keeping with the “digital by default” ethos.

The aim of the dedicated **Third Party Administrator** portal is to ensure quick notification and to provide for easy transmission of documentation and contact particulars which will assist the **Third Party Administrator** to manage claim costs and risk for all **Members**.

ii) Post, email and telephone

Claims can also be sent to the **Third Party Administrator** by post, email or telephone:

TopMark Claims Management Ltd
Davies Group
2nd Floor, The Forsyth Building
5 Renfield Street
Glasgow G2 5EX

Email: RPA.CM@davies-group.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 **Third Party Administrator** to contain cost.

The **Third Party Administrator** 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 **Third Party Administrator** 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 **Members**.

Where the **Third Party Administrator** 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 **Third Party Administrator** is bound to report this to the **RPA Administrator** who will consider whether there has been a breach of the **Rules**.

The **Third Party Administrator** 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 **Third Party Administrator** of such occurrence and provide details and information as the **Third Party Administrator** requests;

for the avoidance of doubt for occurrences that may give rise to a claim or legal proceedings under Sections 3, 4, 5, 6 and 7, the **Member** must comply with the Claims Notification Condition, applicable to each Section;

In relation to **Unoccupied Buildings** provide written notice of any incident likely to give rise to a **Claim** as soon as possible, and in any event no longer than 30 days after the event.

In relation to other **Claims** that fall under Sections 1, 1A, 2 and 13 use reasonable endeavours to provide written notice of any incident likely to give rise to a **Claim** within 30 days of the event.

ii) immediately:

a) send to the **Third Party Administrator** every letter, claim, writ, summons or process connected with it or any other form of court document; all of which must not be answered; and

b) notify the **Third Party Administrator** of any impending prosecution, inquest, fatal inquiry or proceedings in any court; and

c) notify the police in respect of **Damage** caused by theft, attempted theft, malicious persons or suspected acts of fraud or dishonesty; and

not dispose of or tamper with or allow anyone else to tamper with anything connected therewith including the preservation of any damaged or defective property for examination by the **RPA Administrator's** representatives unless the **RPA Administrator** has authorised in writing the **Member** to dispose of such property; and

iii) 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 the **RPA** unless specifically provided for.

4. Travel Cancellation Claims

In the event of a valid cancellation claim, **Members** must return to the relevant venues, tour operators, booking agents and / or airlines in the first instance to see if the **Member** can defer the trip to a later date.

To support the deferment the **RPA Administrator** confirms that cover will remain in place for the deferred date and that if any pupils currently booked on the trip would not be on roll at the deferred trip date, cover for those individuals would also remain in place. This is subject to the **Member** being a **Member** at the point of travel.

If the tour operator agrees to a deferment:

1. For any pupils from the current travel cohort not able to travel on the deferred date the **Member** may submit a claim now (for those unable to travel only).

2. The **Member** must attempt to fill those vacated places for the new deferred date.

3. In filling any vacated places the cancellation fees recouped must be returned to the **RPA Administrator** at a future date.

The **RPA Administrator** cannot accept any additional charges incurred in deferring.

If the tour operator refuses deferment:

The **RPA Administrator** will consider these cancellation claim requests on a case by case basis whilst taking into account central Department for Education travel advice for schools.

Prior to making a cancellation claim **Members** must return to the relevant venues; tour operators; booking agents; credit card companies in the first instance to establish if the **Member** can recover any monies back direct from them initially. **Members** must evidence this action when submitting travel cancellation claim(s) as per the **RPA** welcome pack.

5. 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;

v) pay or promise to pay any loss;

without the prior written consent of the **Third Party Administrator**.

6. Compensation Payments

The **Member** must ensure they understand and comply with the schedule of delegated authorities set out in the **Academies Trust Handbook**, where required by the **Academies Trust Handbook** the **Member** must seek approval from the Department for Education before any compensation payments are agreed or paid.

Approval must be provided by the Department of Education, not the **RPA Administrator** or **Third Party Administrator**.

Action by Third Party Administrator

1. Receipt of claims

The **Third Party Administrator** 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 **Third Party Administrator**.

The **Third Party Administrator** 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 **Third Party Administrator** in terms of management of the claim.

2. Conduct and control of the claim

The **RPA Administrator** through the **Third Party Administrator** 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**.

v) where permissible by the laws of England and Wales, appoint legal advisors approved by the **RPA Administrator** before any costs and expenses, in relation to any matter which may form the subject of a claim for indemnity under these **Rules**, are incurred.

3. Terms validation

The **Third Party Administrator** 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 **Third Party Administrator** will reserve the position with the **Member** at the point of referral.

The decision of the **RPA Administrator** will be communicated to the **Member** by the **Third Party Administrator** within 15 working days of referral to the **Third Party Administrator** by the **Member**.

Members may request a review of the **RPA Administrator's** decision. If they wish to pursue this option, then this should be put in writing via the **Third Party Administrator** detailing the basis of the request for review.

The **Third Party Administrator** 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 **Third Party Administrators** handling of a claim this is to be put in writing at first instance to the **Third Party Administrator**.

The **Third Party Administrator** 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 **Third Party Administrator** will maintain a log of such complaints for the **RPA Administrator**.

The **Third Party Administrator** will respond formally to any such complaint within 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 **Third Party Administrator** branch management level, on written request of the **Member** it will be escalated to the Managing Director of the **Third Party Administrator** in the final instance for review.

The **Third Party Administrator** will acknowledge the escalation to the **Member** within 5 working days and a final written response will be delivered within 10 working days from the request for a review.

If the **Member** is not happy with the response to its complaint from the **Third Party Administrator**, it should forward details in writing to the **RPA Administrator**.

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 **Third Party Administrator** 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.

For the avoidance of doubt the **RPA Administrator** does not agree to waive any rights remedies or relief to which they might become entitled by subrogation against any other party. As such the **Member** must not enter into a contract with a third party that obliges the **Member** to arrange:

a. insurance on behalf of any third party or in joint names with the third party; and / or

b. for a waiver of subrogation in favour of the third party under this **RPA**;

any such contract will invalidate any cover that may have been provided under this **RPA**.

8. Payments on Account (not applicable to Section 2)

The **Third Party Administrator** 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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