



Department
for Education

Schools
Commercial
Team

The Risk Protection Arrangement (RPA)

Supporting schools to achieve great value

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What is RPA ?

What is the RPA?

The RPA is an alternative to commercial insurance for the education sector that covers all risks normally included in a standard school's insurance policy.

Differences:

- Academies and schools are RPA members not customers.
- RPA has membership rules not policy documents.

How much does it cost to join?

The cost of the RPA is reviewed annually to ensure breadth of cover and value for money are balanced.

Cost per pupil or placement (special schools) is based on the autumn census. Deducted from DSG for LAMS and GAG for Academy Trusts. The current cost for LAMS and Academies is £27 per pupil (the 2025 pricing, which applies from April for LAMS and September for Academies).

[The risk protection arrangement \(RPA\) for schools - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/the-risk-protection-arrangement-rpa-for-schools)

RPA Cover

Material Damage

Employers Liability

Legal Expenses

Cultural Assets

Professional Indemnity

Business Interruption

Governors Liability

Cyber Cover

Personal Accident

Third Party Public Liability

Employee and Third Party Dishonesty

UK & Overseas Travel

Money



Contract Works Implications of RPA

- The RPA is not an insurance scheme but is a mechanism through which government funds will cover the cost of risk that materialises.
- As the RPA is not insurance, Members cannot agree under any form of contract with the contractor to *insure* the **existing property**, nor can the Member agree to obtain a waiver of subrogation for the contractor from its *insurer*.
- If the Member is **relying on RPA** cover for the **contract works**, Members cannot agree under any form of contract with the contractor to *insure* the contract works, nor can the Member agree to obtain a waiver of subrogation for the contractor from its *insurer*.
- If the Member is not relying on RPA for the contract works they have two options:
 - a) RPA Member either takes out separate commercial insurance for the full value of the works only (not the existing building); or
 - b) RPA Member requires that the contractor take out 'all risks' insurance to the full value of the works with the RPA Member noted as an insured party.
- Reference needs to be made to the [RPA Membership Rules](#) for full details of cover.

RPA Cover Provided During Contract Works

- Subject to the terms and conditions of the RPA, cover is provided for damage to any existing property owned by or the Member's responsibility whilst undergoing refurbishment (no requirement to notify the RPA).
- RPA will indemnify the Member for the cost of repair/reinstatement up to the full reinstatement or replacement value of the existing property.
- RPA Material Damage cover extends to cover loss of or damage to permanent and temporary works being carried out at a Member's existing premises, limit £250,000 each and every loss.
- No provision for 'joint names' or waiver of subrogation to Contractor for either the existing structure or contract works cover.

Contract terms MUST NOT be entered into that oblige the Member to *insure* existing property / works (if cover is being provided by RPA)/ procure joint names / waiver of subrogation. Any such obligations on the Member will invalidate cover under the RPA.

Waiver of Subrogation/Third Party Public Liability

- Subrogation is the right to pursue a recovery action against the entity responsible for the loss or damage indemnified. A subrogation waiver prevents such recovery.
- Joint Names/Waiver of Subrogation protects the Contractor – in the event of the Contractor causing a loss under an insurance policy which contains such provisions, insurers agree not to pursue the Contractor and recover claim payments made to the insured – where the loss was caused by Contractor negligence.
- Contractors must be required to take out and maintain third party public liability insurance with an appropriate limit of indemnity for the duration of the works.
- Third-party public liability insurance provides an indemnity to the insured (in this case, the contractor) for legal liability (including claimant's costs and expenses) in respect of death or bodily injury to or disease contracted by any person that is not an employee of the insured or loss of or damage to third party property, arising out of or in connection with the works.
- The minimum limits must be assessed/agreed upon depending on the type and scope of work and should consider the potential to cause death or bodily injury to third parties including school staff, pupils or visitors, and damage to third party property including that of the school.



Building Contracts

- Standard building contract terms (e.g. JCT / NEC) require amendment and Members need to work alongside a legal professional to amend clauses related to insurance obligations within the contract. The contract will need to set out:
 - The existing property will be covered by the RPA (not insured) and the contractor will retain responsibility for any damage it causes to the existing structure or its contents (Cover will not be in joint names, nor will a waiver of subrogation be provided);
 - If the school is relying on cover for the works under the RPA (note cover limited to £250,000 any one loss), the works will be covered by the RPA (not insured) and the contractor must retain responsibility for any damage they cause. (Cover will not be in joint names, nor will a waiver of subrogation be provided).
 - If not relying on RPA for the works, whether the Member or the Contractor is to insure the contract works;
 - Contractor to take out and maintain third-party public liability insurance for the duration of the works with an appropriate limit of indemnity.
- RPA cannot provide legal advice or opinion

Example Text for Contractor Tenders

[Name of School] is a member of the Department for Education Risk Protection Arrangement (RPA). Cover for loss of or damage to the [name of school] existing property (buildings and contents) [and contract works] is provided by the RPA. RPA is not an insurance scheme but a mechanism through which government funds will cover the cost of risks that materialise.

As such for the duration of the works the existing property [and contract works] will be covered by the RPA but not insured. [Name of school] will, therefore, not be able to arrange joint names insurance cover or a waiver of subrogation for the successful contractor. [Name of school] require that the successful contractor retains responsibility for any damage that the contractor causes to any of [name of school] property, including the existing property being worked upon [and contract works]. [Name of school] require the successful contractor to have in place third-party public liability insurance with a limit of indemnity of [amount to be determined] for each and every occurrence the number of occurrences being unlimited in any annual period of insurance and in the annual aggregate in relation to pollution liability (to the extent insured by the policy).

Contract terms will reflect this position