

# PUPILS' ABSENCE INSURANCE SCHEME

# SCHEME DETAILS AND KEYFACTS EFFECTIVE FROM WINTER TERM 2016

Through our vast experience in the schools insurance sector, we have developed a tailor made scheme that is simple and effective to both the school and fee payers should a pupil's education be interrupted due to an accident or sickness.

#### Main Features of the Scheme

The absence of pupils does not lessen the cost of running the school and the school is therefore unable to refund fees under normal circumstances. For this reason, the school has arranged an insurance policy under a group arrangement through which fee payers are able to make a claim if a pupil is away from school by reason of his or her sickness, accident or quarantine.

# How the Scheme is Operated

Your participation in this Scheme is optional. If you are included in the Scheme the insurance premium is charged to your child's fee account each term.

You may cancel the insurance at any time by writing to the school prior to the start of any term. If you cancel after the start of any term for which you have paid the premium, cover will continue until the end of the period for which you have paid the premium.

The termly premium payable to the school is 0.6% of the termly fee, excluding extras. This includes Insurance Premium Tax at the current rate of 9.5%.

## When Cover Begins and Ends

The schools group insurance policy starts on 1 September, continues until the 31 August the following year and is renewable annually. If the winter term begins earlier than 1 September, cover commences from 00.01 hours local standard time on the first day of the winter term and continues until 31 August the following year.

Cover commences for each pupil from the first day of the first term they join the scheme, provided the premium has been settled by the fee payer before that date, otherwise cover will commence from the time the first premium is received by the school. Cover will end for each pupil when they leave the school, the fee payer ceases participation in the Scheme, the fee payer ceases to pay the premium, the school discontinue the scheme or the school do not renew the scheme.

## Claims can be Made for:

- Compulsory absence from school (for day pupils) or classes (for boarding pupils) for a period of at least eight consecutive full days (including weekends and half term breaks) due to the pupil's illness or accident or the pupil having been in contact with an infectious disease.
- Compulsory absence from school due to the closure of the school through an outbreak of an infectious disease amongst the pupils and/or staff. There is no benefit payable for the first seven days of absence.
- The payment of school fees to the school for up to five terms following the accidental death of a fee payer aged under 70 at the time of death. A fee payer is a person who is contractually obliged to pay the fees for a pupil's attendance at the school. Death by natural causes or suicide or intentionally inflicted self-injury resulting in death are not covered.

#### Conditions

- 1. The maximum refund under the scheme for any one pupil for any one medical condition is limited to 280 days calculated from the first day of absence.
- 2. A Doctor who is not a member of the pupil's immediate family must certify the necessity of any absence from school of 15 consecutive full days or more.
- 3. The fee is defined as the net amount (excluding extras) a fee payer is required to pay each term for the attendance at the school of the pupil.



#### How to Make a Claim

Ask the school for a claim form and complete and return it to the school. For an absence of 15 consecutive full days or more the appropriate section must be completed by the pupil's Doctor. Claims must be made no later than 30 days after the end of each term for refund of fees and within three months of the death of a fee payer.

#### How Claims are Calculated

Claims are based on the length of absence during term time only. The amount payable for each full day of absence, or absence from classes if a boarder, is calculated by dividing the actual number of days in the term (including weekends and half term breaks) into the pupil's fee for that term. In the event of a claim for school closure due to an outbreak of an infectious disease a seven day excess applies. This means that there is no cover for the first seven days of any such closure.

#### What is the Premium

The termly premium is payable to the school and is included in the fee account.

## Governing Law

The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary, this insurance shall be subject to English and Welsh law.

## **Data Protection**

Marsh will observe the provisions of the Data Protection Act 1998 ("DPA").

involve a transfer of data outside of the European Economic Area ("EEA").

We believe that all personal data we request is necessary to conduct our business as an insurance intermediary and risk consultant. The DPA defines personal data as any data which relate to a living individual who can be identified from those data or from those data and other information which is in the possession of, or is likely to come into the possession of, the data controller. The personal data we request may also include sensitive personal data which concerns information about an individual's racial or ethnic origin, political opinions, religious beliefs or beliefs of a similar nature, trade union membership, physical or mental health or condition, sexual life, commission or alleged commission of an offence, proceedings for an offence committed or alleged to have been committed by the individual, the disposal of such proceedings or the sentence of any court in such proceedings.

Personal data will only be used by us for general insurance purposes and for the purposes of providing consultancy services, including arranging insurance cover, handling claims, conducting internal compliance checks, marketing and client profiling, research and statistical analysis, crime prevention, internal record-keeping, building databases for use by Marsh, its clients and insurers and where we believe necessary in order to meet legal and regulatory requirements.

Conducting our business as an insurance intermediary and risk consultant may involve the disclosure of your personal data to insurers, outsourcers, sub-contractors, agents, and service providers, our affiliates, industry regulators and our professional advisors and auditors. We may also disclose personal data to any law enforcement agency, court, regulator, government authority or other third party where we believe this is necessary to comply with a legal or regulatory obligation and to a third party that purchases, or to which we transfer, all or substantially all of our assets and/or business. Depending on the circumstances, the disclosure of personal data (including sensitive personal data) detailed above may

You have a right to access (subject to limited exceptions) and if necessary rectify the information that we hold about you. Insurers may carry out enquiries for fraud prevention purposes and in doing so may pass information, including personal data, to third parties and/or relevant agencies. You can ask insurers for more information about this. Insurers may also pass your personal data to re-insurers and/or loss adjusters.

We will take reasonable steps to keep all personal data provided by you secure and will maintain data security procedures designed to protect against loss or compromise of personal data.

By participating in this scheme, you consent to the personal data you provide to us being used in accordance with these data protection provisions and confirm that you have obtained the consent of any data subjects whose personal data you provide to us. Any person disclosing personal data to us must do so in compliance with all applicable data protection laws.

This summary does not contain the full terms and conditions of the scheme. These are contained in the schedule and policy wording, held by the insured school and available for inspection, which together form the policy of insurance. The full terms and conditions of this insurance can be viewed at: uk.marsh.com/PAIS8Day.



# Insurers and Type of Insurance

The pupils' absence insurance scheme is underwritten by Ecclesiastical Insurance Office plc (EIO) and certain underwriters at Lloyd's.

The insurance operates under a group arrangement, with the policy being held in the name of the insured school for the benefit of the insured fee payers.

#### Cover

The insurance allows you to make a claim in the event that the insured pupil is absent from the insured school for a continuous period due to the pupil's illness or accident or the pupil having been in contact with an infectious disease. Additionally, claims can be made following the closure of the whole or a separate house of the insured school owing to an outbreak of an infectious disease among the pupils and/or staff of the insured school which renders the continuance of school work impossible.

The insured school operates the scheme on an annual basis, with the renewal due at the start of each winter term (September). Premiums are payable in termly instalments. Cover operates for insured pupils for whom the appropriate termly premium has been paid.

## Significant Features and Benefits

(Please see policy wording for full details, available from the school or at uk.marsh.com/PAIS8Day)

Claims can be made for:

- Continuous absence from school due to the pupil's illness or accident or the pupil having been in contact with an infectious disease.
- Closure of the school due to an outbreak of an infectious disease among the pupils and/or staff of the insured school
- Payment of the school fees to the insured school for up to a maximum of five terms following the accidental death of a fee payer.
- The difference between the boarding fee paid and the day fee, calculated from the first day a boarding pupil returns to the school as a day pupil until a return to boarding or the end of that term, whichever is the sooner. This only applies on the recommendation of a Doctor and immediately following a period of absence for which a refund under the scheme has been made.

# Significant and Unusual Exclusions or Limitations

(Please see the Exclusions section of the policy wording for full details, available from the school or at uk.marsh.com/PAIS8Day)

- No refund will be paid where the period of absence is less than eight consecutive full days.
- No refund will be paid for the first seven days of absence in the event of closure of the premises due to an outbreak of an infectious disease amongst the pupils and/or staff.
- No refund will be paid where absence is due to a sickness, condition or injury that the fee payer, parent, legal guardian or pupil was aware of and received treatment or advice for in the 12 months prior to their inclusion in the scheme, except when the pupil has been free of all related symptoms for a continuous period of 24 months after first joining the scheme.
- No refund will be paid for absence or illness caused directly or indirectly by any congenital abnormality that the fee payer, parent, legal guardian or pupil was aware of prior to their first inclusion in the scheme.
- No refund will be paid for absence due to fear of infection at the school.
- A maximum of 280 days will be paid in relation to any illness or series of related illnesses.
- No refund will be paid for absence as a result of inoculations or similar preventative treatments.
- No refund will be paid for absence after a pupil has been certified fit to resume attendance at the insured school.
- No refund will be paid for any closure of the insured school or house unless closure of the premises is due to an outbreak of an infectious disease amongst pupils and/or staff which renders the continuance of school work impossible.
- No refund will be paid for absences of 15 consecutive full days or over not certified by a Doctor.

- Any claim arising from or in any way caused by or contributed to by or arising out of war is excluded.
- · Any claim arising from or in any way caused by or contributed to by an act of terrorism is excluded.
- Payment of school fees will not be made in respect of the death of a fee payer who is 70 years of age or more at the time of death.
- Payment of school fees will not be made in respect of the death of a fee payer by natural causes or suicide or intentionally inflicted self-injury resulting in death.
- This policy does not cover any claims which would result in the insurers being in breach of any resolutions or trade or economic sanctions or other laws.

## Making a Claim

Claim forms can be obtained from your school. You should complete and return the claim form to the school no later than 30 days after the close of the term to which the absence relates. If the absence being claimed for exceeds 14 consecutive full days, the appropriate section of the claim form must also be completed by the pupil's Doctor. Any charge or fee for completing the form is to be borne by the fee payer.

On receipt of the completed claim form, a school official will validate and forward it to Marsh who will assess and manage the claim. All claims are handled by Marsh on behalf of the insurers under a delegated authority agreement.

The insurer is entitled to appoint a medical practitioner, consultant specialist or educational psychologist to examine and report on the pupil where a claim is made or may be made. This will be at the Insurers expense.

# **Cancellation Rights**

Your participation in the scheme may be cancelled within 14 days of receiving details of the insurance, by contacting the School. You will receive a full refund of any premium already paid, provided that no claim has been made. Following the 14 day cooling-off period, you may cancel your participation in this scheme at any time by contacting the School. The cover will continue until the end of the period for which you have already paid. No premium refund applies.

# **Complaints Procedure**

Marsh manages the pupils' absence scheme insurance under a delegated authority agreement on behalf of the insurers. Complaints regarding the scheme should be made to Marsh using the details provided below:

#### Marsh Ltd

Education Practice, Capital House, 1-5 Perrymount Road, Haywards Heath, West Sussex RH16 3SY Telephone: 01444 335174 Email: termly.schemes@marsh.com

Your complaint will be dealt with fairly, speedily and in accordance with the FCA rules on complaints handling. However, if following receipt of a final response you are still dissatisfied, you may have the right to refer your complaint to the Financial Ombudsman Service. They can be contacted at:

#### The Financial Ombudsman Service

Exchange Tower, London E14 9SR

Telephone: 0800 023 4567 Facsimile: 0207 964 1001 www.financial-ombudsman.org.uk

#### Financial Services Compensation Scheme

The Insurers and Marsh are covered by the Financial Services Compensation Scheme (FSCS). If they are unable to meet their obligations, you may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim. Further information is available from the FSCS at www.fscs.org.uk or by contacting them at 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU or by telephone on 0800 678 1100.

## For Further Information

Marsh Ltd, Education Practice, Capital House, 1-5 Perrymount Road, Haywards Heath West Sussex RH16 3SY

Telephone: +44 (0)1444 335174 Email: termly.schemes@marsh.com uk.marsh.com/PAIS8Day

#### Claims:

Telephone: +44 (0)1444 335173 Email: claims.schemes@marsh.com

Please retain this document as it provides details of your policy and important contact details.

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