

PUPILS' ABSENCE INSURANCE SCHEME

CERTIFICATE WORDING EFFECTIVE FROM WINTER TERM 2015 (691a and 691b)

DEFINITIONS

Some of the words and phrases we use in the contract terms and conditions have special meanings as listed below.

Declaration - The termly declaration provided by the Insured School declaring the Pupils to be insured under the scheme, along with the dates of each term, for the period of insurance.

Excess - The number of consecutive days (24 hour periods) that must be exceeded before the Fee Payer has a right to payment of a claim under the policy and the number of days which will be deducted from any payment under this policy after application of all other terms and conditions of this policy.

Fee Payer - The person or persons who have entered into a contractual obligation with the Insured School, or their representatives (including, for the avoidance of doubt, the Fee Payer's executors), and who is acting other than in the capacity of a trustee of a fund from which the fees are paid, to pay the School Fees charged in respect of the attendance at the Insured School of a Pupil included within this insurance.

Franchise Period - The number of days as stated in the schedule (including weekends and half term breaks), which must be exceeded before a claim is valid.

House - Any building (or part thereof) or property used by Pupils either for educational purposes or as accommodation situated within or forming part of the Insured School.

Independent Medical Practitioner - A fully qualified medical practitioner who is not a member of the Pupil's immediate family.

Insured School - The school as declared on the certificate.

Insurers-

Ecclesiastical Insurance Office plc (EIO), Beaufort House, Brunswick Road, Gloucester GL1 1JZ. Telephone: 0845 777 3322. Reg. No. 24869. EIO is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FCA register number 113848.

Syndicate 2001 AML

Amlin Underwriting Limited, The Leadenhall Building, 122 Leadenhall Street, London EC2V 4AB. Registered in England No. 2323018 Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FCA registration number 204918

Syndicates 4444/958 CNP

Canopus Managing Agents Limited, Gallery 9, One Lime Street, London EC3M 7HA Registered in England No. 01514453 Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FCA registration number 204847

Official Managers - Marsh Ltd, Education Practice, Capital House, 1-5 Perrymount Road, Haywards Heath, West Sussex RH16 3SY. Telephone 01444 313174 Facsimile: 01444 415088. Authorised and regulated by the Financial Conduct Authority. FCA firm reference number 307511.

Premium - The amount that the Insured School is required to pay for participation in this scheme, as stated on the invoice issued on a termly basis, and any adjustment invoices issued from time to time.

Pupil - A person being educated at the Insured School whose fee a Fee Payer is responsible for paying and for whom a premium has been paid.

School Fees - The net amount (excluding extras) a Fee Payer is required to pay each term for the attendance at the Insured School of a Pupil.

DETAILS OF INSURANCE SCHEME COVER

In return for the appropriate premium this insurance will:

PART A:

Pay to Fee Payers the whole or part of the School Fees paid by such Fee Payers on account of the compulsory absence of a Pupil from the Insured School premises for any continuous period:

1. Which exceeds the Franchise Period stated on the Certificate due to the inability of such Pupil to:

- a) In the case of a day Pupil, attend the premises of the Insured School owing to the Pupil's illness or accident or the Pupil having been in contact with an infectious disease;
- or
- b) In the case of a boarding Pupil, attend classes at the Insured School owing to the Pupil's illness or accident or the Pupil having been in contact with an infectious disease.

Once an absence claim for more than 30 consecutive days has been agreed by the Insurers further related absences during the period of rehabilitation will be deemed to be a continuation of the same claim provided they are certified by an Independent Medical Practitioner.

2. due to the necessary closure of the whole or of a separate House of the Insured School premises owing to an outbreak of an infectious disease amongst the Pupils and/or staff of the Insured School which renders the continuance of school work impossible, any such payment hereunder will be subject to a 7 day Excess.

CALCULATION OF AMOUNT RECOVERABLE BY FEE PAYERS

The maximum indemnity recoverable shall be pro-rata to the actual time away from the Insured School or in respect of a boarding Pupil, classes at the Insured School. The amount payable for each full day of absence will be calculated by dividing the actual number of days in the term (including weekends and half term breaks), as declared by the Insured School into the Pupil's School Fees for that term. Medical fees including but not limited to doctors and consultants borne by the Insured School or Fee Payer in preparing a claim under this insurance are excluded from any calculation.

The maximum amount recoverable in respect of any refund of School Fees in regard to any one illness, or series of related illnesses, of a Pupil shall be 280 days calculated from the first day of absence. This maximum shall apply to the whole time the Pupil is insured under this scheme at the Insured School and not to the period of insurance shown in the schedule.

The maximum 280 days shall continue to apply should the Pupil be withdrawn from the Insured School owing to the medical condition or leave the Insured School and then be insured at a different school also offering this scheme.

In the event of a claim under Part A 2 of the, 'Details of insurance scheme cover', the amount payable is subject to a 7 day Excess.

PART B:

In the event of the death of a Fee Payer aged under seventy at date of death, caused solely by accidental means and independently of any other cause, the Insurers will pay to the Insured School on a termly basis, for a maximum of five terms, a sum equivalent to the School Fee which the Fee Payer (or his/her estate) would otherwise have been obliged to pay the Insured School in order that the Insured School can provide a place for the Pupil(s) whose School Fee the Fee Payer was responsible for paying.

WHEN COVER BEGINS AND ENDS

Cover commences for each Fee Payer from the first day of the first term, provided the Premium has been settled before that date, otherwise cover will commence from the time the first Premium is received by the Insured School. Provided the school continues in the scheme and the premium continues to be paid by the Fee Payer, cover will continue until:

- a) the Pupil whose fees the Fee Payer is paying leaves the Insured School
- b) the Pupil is withdrawn from the Insured School unless such withdrawal is solely due to injury or illness sustained by the Pupil, in which case cover ceases at the end of the term the Pupil is withdrawn

CONDITIONS APPLICABLE TO PART A

1. In the case of closure of the whole or of a separate House of the Insured School premises the necessity for such closure and the period for which the Insurers shall be liable to indemnify the Fee Payer for payment of School Fees shall be determined by agreement between the medical attendant of the Insured School and a medical practitioner nominated by the Insurers subject to a 7 day Excess and failing agreement between them by an arbitrator. It is an essential condition of this insurance that full particulars as to the cause and circumstances of the closure shall be forwarded immediately to the Official Managers through whom this insurance is issued.
2. Claims for payment of School Fees must be submitted to the Official Managers immediately the Pupil is certified as fit to return to the school premises or, in the event of withdrawal due to the Pupil's injury or illness, immediately after the withdrawal is notified to the insured School. Claims for each term are dealt with separately and must in any case be submitted not later than 30 days after the close of the term to which they relate.
3. The Insurers shall be entitled to appoint a medical practitioner, consultant specialist or educational psychologist to examine and report on the case of the Pupil in respect of whom a claim has been or may be made under the insurance.

CONDITIONS APPLICABLE TO PART B

1. Benefit shall only be payable in respect of death of a Fee Payer who is under seventy years of age at the date of death.
2. Claims must be submitted to the Official Managers within three months of the death of the Fee Payer.

GENERAL CONDITIONS APPLICABLE TO PART A AND PART B

1. The Insurers reserves the right to not allow a Pupil to be included in the scheme provided that the Insurers provide written notice to the Insured School of not less than one full school term.
2. The Premium shall be paid termly in advance.
3. If the Fee Payer shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise, this insurance shall become void and all claims hereunder shall be forfeited in respect of the Fee Payer.

EXCLUSIONS APPLICABLE TO PART A

This policy (including policy extensions) does not provide an indemnity or refund of any School Fees: -

1. Where a Pupil is removed from or kept away from the Insured School for fear of contact with an infectious disease at the Insured School.
2. For any period of absence: -
 - (a) on account of any congenital abnormality 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.
 - (b) as a result of inoculations or similar preventative treatments, unless such treatment is insisted upon by the Insured School as a result of an epidemic in the vicinity of the Insured School or of the Pupil's residence or outbreak of an infectious disease
 - (c) which has not been certified as necessary in accordance with Exclusion 5 and approved by the Insurers medical practitioner

- (d) after a Pupil has been certified as physically fit to resume attendance at the Insured School, or in the case of contact with an infectious disease in respect of any period after the end of the recognised quarantine as laid down in the code of the Medical Officers of Schools Association
 - (e) for any closure of the Insured School or House unless due to the necessary closure of the whole or of a separate House of the Insured School owing to an outbreak of an infectious disease amongst the Pupils and/or staff which renders the continuance of school work impossible.
3. Where absence within the first 24 months of first inclusion in the scheme 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 first inclusion in the scheme.
 4. For the absence of the Pupil for a period of recuperation or convalescence longer than that normally consequent upon the illness and/or accident in respect of which a claim is made unless the Independent Medical Practitioner attending such Pupil certifies that he/she is not physically fit to resume attendance at the Insured School without danger of permanent impairment of health.
 5. For any absence exceeding 14 consecutive days or for withdrawal of the Pupil due to illness or injury unless certified by an Independent Medical Practitioner on the claim form. For absences less than 14 consecutive days the signed confirmation by an authorised member of the Insured School's staff will suffice. The Insurers shall on their request be supplied at the Fee Payer's expense with such further information from the Independent Medical Practitioner attending the Pupil as appears to the Insurers to be necessary.

EXCLUSIONS APPLICABLE TO PART B

The Insurers shall not be liable where the death of the Fee Payer is directly or indirectly consequent upon:

- suicide or intentionally inflicted self-injury resulting in death
- death by natural causes.

GENERAL EXCLUSIONS APPLICABLE TO PART A AND PART B

No payment will be made by the Insurers in respect of the payment of any School Fees to Fee Payers: -

- a) due to accident or illness or denial of access directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (where war be declared or not) civil war, rebellion, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority regardless of any contributory cause(s)
- b) in any way caused or contributed to by an act of terrorism the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent. For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear. If the Insurers allege that by reason of this exclusion any claim is not covered by this insurance the burden of proving the contrary shall be upon the Fee Payer or their estate.
- c) No Insurers shall be deemed to provide cover and no Insurers shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Insurers to any sanction, prohibition under United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

ARBITRATION

Provided the Insurers have admitted liability for a claim any dispute as to the amount to be paid shall be resolved by arbitration in accordance with the statutory provisions in force at the time by:

- (a) An agreed arbitrator or if an arbitrator cannot be agreed
- (b) An arbitrator appointed by the Chartered Institute of Arbitrators following a request from either party provided they have given seven days written notice to the other party.

The Fee Payer must not take legal action against the Insurers over the dispute before the arbitrator has reached a decision.

CANCELLATION CLAUSE

This policy may be cancelled:

- By the Insured School giving 30 days' notice in writing to the Insurers.
- By the Insurers giving the Insured School 30 days' notice in writing to the Insured School's last known address.

If the policy is cancelled by the Insurers the Insured School will become entitled to a return of Premium corresponding to the unexpired period of insurance for which a Premium has been paid provided that no claim has been made during the current period of insurance.

MISDESCRIPTION

The policy will be voidable in the event of misrepresentation, misdescription, or non-disclosure of any material fact i.e. those circumstances which may influence the Insurers in their acceptance or assessment of this insurance. If the Insured School is in any doubt as to whether facts are material or not please disclose them.

CLAIMS PROCEDURE

In the event of a claim or possible claim, the Fee Payer completes a claim form and if the absence exceeds 14 consecutive days the Fee Payer must arrange for the appropriate section of the claim form to be completed by the Pupil's Independent Medical Practitioner. It is then returned to the Insured School. An authorised member of the Insured School completes the appropriate section of the claim form and sends it to the Official Managers.

In the event of a claim or possible claim for the necessary closure of the whole of or a separate House of the Insured School, the Insured School must immediately notify the Official Manager as detailed in Conditions applicable to Part A 1

To obtain a claim form contact the Official Managers: Marsh Ltd, Education Practice, Capital House, 1-5 Perrymount Road, Haywards Heath, West Sussex RH16 3SY
Telephone: 01444 313173 Email: schemes.claims@marsh.com.

GOVERNING LAW

The Insured School and the Insurers are entitled to choose the law applicable to this contract. The Insurers propose that English and Welsh law applies unless the Insured School and they agree otherwise. In the absence of further agreement all claims and matters arising out of this contract shall be governed by and in accordance with English and Welsh law.

COMPLAINTS PROCEDURE

Marsh Ltd is the Official Manager of the pupils' absence insurance scheme under a delegated authority arrangement on behalf of the Insurers. Complaints regarding the scheme should in the first instance be made to Marsh Ltd, Education Practice, Capital House, 1-5 Perrymount Road, Haywards Heath, West Sussex RH16 3SY
Telephone: 01444 313174 Facsimile: 01444 415088

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 within 6 months of receipt of the final response. The Financial Ombudsman Service can be contacted at Exchange Tower, London E14 9SR
Telephone: 0800 023 4567 Email: complaints.info@financial-ombudsman.org.uk

DATA PROTECTION

Your information (including information we already hold and may receive now and in the future as well as information about lapsed policies) may be held on a group database and may be shared with other MMC group companies. This will allow us to reflect all the connections that you have with the MMC group. Your information will be used for general insurance administration purposes, for offering renewal, for research and statistical purposes and for crime prevention. In the course of performing our obligations to you, your information may be disclosed to agents and service providers appointed by us, including Insurers, consultants, market research and quality assurance companies. Your information may be transferred to any country including countries outside the European Economic Area for any of these purposes and for systems administration. Such information may include "sensitive data".

The Data Protection Act 1998 defines sensitive data as information about your racial or ethnic origin, political opinions, religious beliefs or beliefs of a similar nature, trade union membership, physical condition or mental health, sexual life, criminal record, pending court proceedings or sentence or any alleged offence.

You have a right to access (subject to limited exceptions) and if necessary rectify the information that we hold about you.

Insurers may pass information to the Claims and Underwriting Exchange Register. This register has been established to help check the information provided and also to reduce fraudulent claims. This register may be searched when dealing with your request for insurance. Under the conditions of your policy, you must declare all incidents whether or not they may result in a claim. This information may be passed to the register.

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 020 7741 4100.

M188 v5



Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority.

