

# PUPILS' ABSENCE INSURANCE SCHEME

# SCHEME DETAILS AND KEYFACTS EFFECTIVE FROM WINTER TERM 2017

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 0.63% of the termly fee, excluding extras. This includes Insurance Premium Tax at the current rate of 12%.

### 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.

MARSH & MCLENNAN COMPANIES

April 2017

### 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 policy will be governed by the law of England and Wales unless the school is situated in Scotland in which case the law of Scotland will apply.

### **Data Protection**

If you apply for a pupils absence insurance scheme, we will collect information about you, your children and any appointed guardian. We also collect information from your child's school, a medical professional or insurer(s). This notice sets out how we use this information, and you should show this to your children (if they are over 16) and any appointed guardian. More information about how we handle personal information can be found in the Marsh Privacy Policy at https://www.marsh.com/uk/privacy-notice.html.

How we use your information: We use personal information to provide our pupils absence insurance scheme services. This includes liaising with the insurer(s) and administering your policy, handling claims, complaints and renewals.

Sharing Information: We share personal information with insurers of the pupils absence insurance scheme and our service providers, including other group companies, sub-contractors and our professional advisors and auditors. If required or permitted by law, we share information with our regulators, the courts and other authorities.

Legal grounds: The legal bases we rely upon for processing and collecting personal information include one or more of the following grounds set out in data protection law: for us to comply with our legal obligations and also where necessary in the public interest and/or for us to achieve our legitimate interest of providing insurance broking services, while ensuring our reliance on either of these grounds does not unduly harm your rights. Where we use health information about your child, we may do so on the basis that the information is required to establish, exercise or defend a legal claim or, alternatively, we may rely on consent, which can be given by you or your child if he/she is over 16 or the appointed guardian. Any consent provided can be withdrawn at any time by emailing us at : quality.feedback@marsh.com, but this may end your insurance cover under the scheme.

Security and transfers: We take reasonable steps to keep personal information secure and we maintain data security procedures designed to protect against loss or compromise of personal data. We may need to send personal information outside of the European Economic Area where data protection laws are different, but this will be done with appropriate protection in place.

**Updating your information:** It is important that personal information is kept complete and up-to-date. If any of the details you provide us with change, you can update us by emailing quality.feedback@marsh.com.

Your rights: Under data protection law you have certain rights in relation to personal information, including to access your and your child's information and rectify inaccuracies. Your appointed guardian will also have these rights.

Questions, requests or complaints: If you have any questions or complaints about how we use personal information, or you would like to access or rectify personal information, you can do so by writing to our Head of Quality at the following address:

Head of Quality Marsh Ltd Tower Place London EC3R 5BU

Phone: 020 7357 1000

Email: quality.feedback@marsh.com

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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.

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- 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 the absence 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 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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