

# OPT-IN PUPILS ABSENCE INSURANCE SCHEME

## POLICY DOCUMENT

### INSURING CLAUSE

This policy document and the schedule including all clauses applied to the policy shall together form the policy and be considered as one document.

### WHEN COVER BEGINS AND ENDS

The period of insurance agreed between the Insurers and the Insured School is shown on the schedule.

Cover commences for each Fee Payer from the first day of the term in which they join the scheme and provided the school continues in the scheme and the Premium continues to be paid will continue until the Pupil whose fees the Fee Payer is paying leaves the Insured School.

### DEFINITIONS

Some of the words and phrases we use in this document have special meanings as listed below.

#### Absence

Inability to attend all classes at the Insured School.

#### Closure

The necessary closure of the whole of the Insured School or a separate House of the Insured School following agreement between the medical attendant of the Insured School and a medical practitioner nominated by the Insurers.

#### Declaration

The termly declaration provided by the Insured School which shows the fee income and the Pupil numbers for those included in the scheme, together with the start and end dates for the academic term ahead.

#### Doctor

A fully qualified medical practitioner registered with the General Medical Council (or equivalent in the country of certification) who is not a member of the Pupil's immediate family.

#### Excess

The number of consecutive days (24 hour periods) which will be deducted when calculating the payment under this policy after the application of all other terms and conditions.

#### Fee Payer

The person or persons or their representative (including executors) who have entered into a contractual obligation with the Insured School to pay the School Fees charged in respect of the attendance at the Insured School of a Pupil included within this scheme.

This excludes anyone who is acting in the capacity of a trustee of a fund from which the School Fees are paid.

#### House

Any building or buildings used by pupils either for educational purposes or as accommodation situated within or forming part of the Insured School.

#### Insured School

The school named on the Schedule.

## Insurers

Ecclesiastical Insurance Office plc (EIO), Beaufort House, Brunswick Road, Gloucester GL1 1LZ. Telephone 0345 777 3322. Registered in England 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

MS 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 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 335174 Email Termly.Schemes@marsh.com. A Lloyd's Broker. Marsh Ltd is 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 this insurance which will be based upon 100% of the total School Fees for the Pupil's included within the scheme and which will be advised to the Insured School by the Official Managers within 30 days of receipt of the Declaration.

## Pupil(s)

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

## School Fees

The net amount (excluding extras) payable to the Insured School each term for the attendance at the Insured School of a Pupil.

## Waiting 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.

## COVER

### Cover 1 — Absence

The Insurers will pay to the Fee Payers the whole or the proportionate part of the School Fees paid by such Fee Payers for continuous Absence exceeding the Waiting Period due to illness or injury of the Pupil or the Pupil having been in contact with an infectious disease.

Claims for Absences exceeding 14 consecutive days must be supported in writing by a Doctor.

No reimbursement will be made for medical fees including but not limited to doctors' and consultants' fees incurred by the Insured School or Fee Payer in preparing a claim under this insurance.

Once a claim for an Absence for more than 30 consecutive days has been agreed by the Insurers further related Absence during the period of rehabilitation will be deemed to be a continuation of the same claim provided this is supported in writing by a Doctor.

Cover includes any Pupil who is withdrawn from the Insured School solely due to injury or illness sustained by the Pupil in which case payment shall be for the remaining days of the term in which the Pupil is withdrawn.

The maximum the Insurers will pay in respect of any one medical condition or series of related medical conditions of a Pupil shall be 280 days calculated from the first day of Absence. This maximum shall apply to the whole time that the Pupil is insured under this scheme at the Insured School and not to the period of insurance shown in the schedule.

### Cover 2 — Closure Due to an Outbreak of Infectious Disease

The Insurers will pay to the Fee Payers the whole or proportionate part of the School Fees paid by such Fee Payers for Closure due to an outbreak of infectious disease amongst the pupils and/or staff which makes the continuance of school work impossible; such refund will be subject to a seven day Excess.

## BASIS OF SETTLEMENT

The basis of calculation for each full day's refund will be calculated by dividing the actual number of days in the term (including weekends and half-term breaks) into the relevant School Fees for that term.

## EXTENSIONS

### Boarders Extension

The Insurers will indemnify the Fee Payer for the board and lodging element of School Fees, in the event that a boarder returns to the Insured School as a day Pupil following a period of Absence. This only applies on the recommendation of a Doctor and immediately following a period of Absence for which a claim under this policy has been made. Payment will be based upon the difference between the boarding rate and the day rate for each day in the term in which the Pupil becomes a day Pupil.

### Accidental Death of a Fee Payer

In the event of the death of a Fee Payer, who is aged under 70 at the 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 School Fees which the Fee Payer (or his or 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.

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

- (a) Suicide or intentionally inflicted self-injury resulting in death.
- (b) Death by natural causes.

## EXCLUSIONS

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

1. For any Absence from the Insured School of less than the Waiting Period as stated in the Schedule.
2. Where any Pupil is removed from or kept away from the Insured School for fear of contact with an infectious disease at the Insured School.
3. After a Pupil is 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.
4. Where Absence within the first 24 months of first inclusion in the scheme is due to the Pupil's 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.
5. Directly or indirectly caused by any congenital abnormality or illness of the Pupil that the Fee Payer, parent, legal guardian or Pupil was aware of prior to their first inclusion in the scheme.
6. 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 the Pupil's residence or outbreak of an infectious disease.
7. Due to accident, illness or denial of access directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not) civil commotion assuming proportions of or amounting to a popular rising, civil war, military rising, mutiny, rebellion, revolution, 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).
8. In any way caused or contributed to by 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 Insurer alleges 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.
9. No insurer shall be deemed to provide cover and no insurer 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 insurer 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.

## CONDITIONS

1. It is a condition precedent to the Insurer's liability to pay a claim to the Fee Payer that they obtain signed confirmation from a Doctor of any Absence exceeding 14 days and that they obtain signed confirmation from an authorised member of the Insured School's staff of any Absence of less than 14 days.
2. The Insurers shall on their request be supplied at the Fee Payers expense with such further information from the Doctor attending the Pupils as is reasonable and necessary to deal with the claim. The Insurers reserve the right at their own expense to appoint their own medical practitioner, consultant specialist or educational psychologist to examine and report on the case of a Pupil in respect of whom a claim has been or may be made under this insurance.
3. It is a condition precedent to Insurer's liability to pay a claim under Cover 2 of this policy that once the Insured School becomes aware of potential or actual Closure due to infectious disease the Insured School must notify the Official Managers by telephone as soon as reasonably practicable and follow this up within 24 hours with full particulars of the cause and circumstances in writing.
4. In circumstances where:
  - (a) The Insurers have admitted liability for a claim but there is dispute as to the amount to be paid or
  - (b) The Insured School's medical attendant and the Insurer's medical practitioner are unable to agree the necessity for Closure or the time period involvedThe matter shall be resolved by arbitration in accordance with the statutory provisions in force at the time by:
  - i. An agreed arbitrator or if an arbitrator cannot be agreed
  - ii. An arbitrator appointed by the Chartered Institute of Arbitrators following a request from either the Insurer or the Insured School provided they have given seven days' notice to the other partyThe Insured School must not take legal action against the Insurers over the dispute before the arbitrator has reached a decision.
5. The Insured School must submit the Declarations to the Official Managers prior to the commencement of each academic term or as soon as reasonably practicable thereafter and the Official Managers will confirm the Premium (and any insurance premium tax). The Insurers have the right to inspect the Insured School's records of those included within the scheme provided they give the Insured School at least seven days' notice.
6. Claims must be submitted to the Official Managers after the pupil is certified as fit to return to the Insured School or, in the event of withdrawal due to the pupil's injury or illness, after the withdrawal is notified to the Insured School. Claims for each term are dealt with separately and must be submitted not later than 30 days after the close of the term to which they relate. Claims for the accidental death of the Fee Payer must be submitted within three months of the death of the Fee Payer.
7. If the Fee Payer shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise the insurance shall become void and all claims hereunder shall be forfeited in respect of that Fee Payer.
8. The Insurers reserve 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.
9. The Fee Payers shall not assign any of the right or benefits under this policy or any section of this policy without the insurer's prior written consent. The Insurer's will not be bound to accept or be affected by any notice of trust, charge, lien or purported assignment or other dealing with or relating to this policy or any section of this policy.
10. Cancellation of the policy. This policy may be cancelled
  - (a) By the Insured School giving 30 days' notice in writing to the Insurers.
  - (b) 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.
11. Cancellation of participation in the scheme. A Fee Payer's participation in the scheme may be cancelled within 14 days of receiving details of the insurance, by contacting the Insured School. The Fee Payer will receive a full refund of any premium already paid, provided that no claim has been made. Following the 14 day cooling-off period the Fee Payer may cancel their participation in this scheme at any time by contacting the Insured School. The cover will continue until the end of the period for which the Fee Payer has already paid. No premium refund applies.

12. The Insured School must ensure that a fair presentation of the risks to be insured is made to the Insurers. If the Insured School is any doubt as to whether facts are material or not please disclose them. Where there is deliberate or reckless misrepresentation, misdescription or non-disclosure of any material fact or circumstance, the Insurers may void the policy and retain any premium paid. If misrepresentation, misdescription or non-disclosure is not deliberate or reckless then the Insurers may take any of the following actions, at its option:
  - (a) The Insurers may void the policy and return the premium paid, if the Insurers would not have entered into the policy on any terms had clear representation, description or disclosure been made.
  - (b) The Insurers may proportionately reduce the amount to be paid on any claim, if the Insurers would have entered into the policy on the same terms but for a higher premium. The reduction in claim payment will represent the percentage difference between the premium the Insured School has paid and the premium the Insurers would have charged.
  - (c) The Insurers may impose additional terms on the policy if the Insurers would have entered into the policy on such additional terms but at the same premium.
13. This policy shall be governed by and construed in accordance with the Law of England and Wales and the English Courts alone shall have jurisdiction in any dispute (save where the Insured is domiciled in Scotland in which event Scottish Law shall apply and the Courts of Scotland shall have exclusive jurisdiction). Communication of and in connection with this policy shall be in the English language.

## GENERAL

### Claims Procedure

In the event of a claim or possible claim, the Fee Payer completes a claim form obtained from the Insured School and if the Absence exceeds 14 days the Fee Payer must arrange for the appropriate section of the claim form to be completed by the Pupil's Doctor. It is then returned to the Insured School. An authorised member of the Insured School completes the appropriate section of the claim form validating the fees amount and sends it to the Official Managers:

Marsh Ltd, Education Practice, Capital House, 1-5 Perrymount Road, Haywards Heath, West Sussex RH16 3SY  
Telephone: 01444 335173 Email: schemes.claims@marsh.com

In the event of a claim or possible claim involving the necessary closure of a House or the whole of the Insured School, the Insured School notify the Official Managers by telephone as soon as reasonably practicable.

### Complaints Procedure

Marsh manages 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 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. The Financial Ombudsman Service can be contacted at Exchange Tower, London E14 9SR

Telephone: 0800 023 4567 Email: complaint.info@financial-ombudsman.org.uk [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### 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 insurers. 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 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](mailto: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 e-mailing [quality.feedback@marsh.com](mailto: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

Telephone: 020 7357 1000

Email: [quality.feedback@marsh.com](mailto:quality.feedback@marsh.com)

**Fraud prevention**

The Insurers may check your details with various fraud prevention and credit reference agencies. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. If you make a claim, the Insurers will share your information (where necessary) with other companies to prevent fraudulent claims.

**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](http://www.fscs.org.uk) or by contacting them at PO Box 300, Mitcheldean, GL17 1DY. Tel 0800 678 1100 or 020 7741 4100.

Online Form: <https://claims.fscs.org.uk>

