

# PUPILS' ABSENCE INSURANCE SCHEME

## SCHEME DETAILS AND KEYFACTS

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

**This is an optional insurance for which the school provisionally adds the termly premium to the fee payer's account. FEE PAYERS MUST ADVISE THE SCHOOL IN ADVANCE OF THE BEGINNING OF THE TERM IF THEY DO NOT WANT THEIR CHILD INCLUDED IN THE SCHEME, otherwise cover will automatically commence.**

**The termly premium is calculated at a rate of 0.6% including Insurance Premium Tax at 6% on the termly fee excluding extras.**

**Once a child is included in the scheme, participation can be discontinued for any child, from the start of any term, by the fee payer giving advance written notice to the school.**

### When Cover Begins and Ends

Cover commences for each pupil from the first day of the first term, 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 continue until the pupil leaves the school, provided the school continues to renew the scheme at the beginning of each winter term (September), the pupil continues to be included in the scheme and the premium is paid.

### 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. An independent Medical Practitioner 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 medical practitioner. 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.

## What is the Premium

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

## Data Protection

Your information (including information we already hold and may receive now and in the future as well as information about lapsed policies) will be shared with the insurer. In addition we may hold your information on a group database and it 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 by us and the insurer 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 or the insurers, including claims handlers, 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. The insurer 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 insurer will share your information (where necessary) with other companies to prevent fraudulent claims.

This summary does not contain the full terms and conditions of the scheme. These are contained in the certificate and certificate wording, held by the insured school and available for inspection, which together form the certificate of insurance.

## **keyfacts**<sup>®</sup>

### **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 certificate 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)

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 medical practitioner 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 Exclusions on page 2 and 3 of the policy wording for full details, available from the school)

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 medical practitioner.

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.

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 Medical Practitioner. 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.

### **Cancellation Rights**

There are no cancellation rights under the policy.

### **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 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 six months of receipt of the final response. They can be contacted at:

#### **The Financial Ombudsman Service**

Exchange Tower

London

E14 9SR

Telephone: 0800 023 4567 Facsimile: 0207 964 1001 Web: [www.financial-ombudsman.org.uk](http://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](http://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: 01444 313173

Facsimile: 01444 415088

Email: [termly.schemes@marsh.com](mailto:termly.schemes@marsh.com)

Web: [uk.marsh.com/education](http://uk.marsh.com/education)

8 day Optout EP002



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