

Pupils' Absence Insurance Scheme

POLICY DOCUMENT

www.ecclesiastical.com



Introduction

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 Insurer 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

- a) attend all classes at the Insured School or
- b) benefit from any Remote Learning.

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 Insurer.

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(s)

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.

Insurer

Ecclesiastical Insurance Office plc (EIO), Benefact House, 2000 Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW, United Kingdom. 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.

Official Managers

Marsh Ltd, Education Practice, 4 Milton Road, Haywards Heath, West Sussex RH16 1AH. 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 by the Insured School whose School Fee a Fee Payer is responsible for paying and for whom a Premium has been paid.

Remote Learning

Lessons or school work provided in circumstances where the Insured School is operating remotely or on a distance learning basis.

School Fees

The total amount payable each term (including VAT where applicable) to the Insured School for a Pupil's attendance. This includes charges made for school meals provided that:

1. the charges are itemised/included in the termly or annual fee invoice issued by the Insured School; and
2. the charges are included in the Declaration.

It does not include any optional or additional extras.

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 Insurer 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 other than as described in extension 3. 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 Insurer 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 Insurer 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 Insurer 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

1. Boarders Extension

The Insurer will indemnify the Fee Payer for the board and lodging element of School Fees, in the event that a boarder resumes attendance at the Insured School as a day Pupil following a period when the Pupil was unable to attend the Insured School due to illness or injury. This only applies on the recommendation of a Doctor and immediately following a period 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.

2. Accidental Death of a Fee Payer

In the event of the death of a Fee Payer, who is aged under 80 at the date of death, caused solely by accidental means and independently of any other cause, the Insurer will pay to the Insured School on a termly basis, for a maximum of six 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 Insurer 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.

3. Doctors Fee Extension

The Insurer will indemnify the Fee Payer in respect of any fee charged by a Doctor solely to provide a signed certificate confirming a Pupil's Absence for a period exceeding 14 consecutive days is necessary, due to their illness or injury or the Pupil having been in contact with an infectious disease. The maximum liability of the Insurer for all claims under this extension shall not exceed £50 for each Pupil in any one period of insurance.

4. Psychiatric Services

The following definition applies to this extension.

Psychiatry and Psychotherapy

means the treatment of a mental disorder carried out by a psychiatrist or clinical psychologist.

If a valid claim is paid under Cover 1 Absence, which results in the Pupil having a form of mental disorder, which is medically diagnosed by a Doctor, We will pay the Fee Payer for Psychiatry and Psychotherapy provided by a registered psychiatrist or clinical psychotherapist.

We will pay:

1. up to £ 150 for an initial consultation and diagnosis following referral from the Fee Payer's and/or Pupil's Doctor;
2. up to £500 for additional consultations;
3. a maximum per insured person of £650 per diagnosis;
4. a maximum of £650 in any 12 month period from the date of the diagnosis being made.

We will not pay under this extension for:

1. any treatment arising from alcohol abuse, drug abuse or substance abuse;
2. any treatment arising from any incident that has not been reported to the Fee Payer's and/or Pupil's Doctor;
3. any treatment carried out by a Fee Payer or member of the Fee Payers family, unless they are a doctor and this is referred to and agreed by Us.

Exclusions

- A) This policy (including any policy extensions) does not provide an indemnity or refund of any School Fees:
1. For any Absence 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 resume Remote Learning 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 infectious disease in the vicinity of the Insured School or the Pupil's residence.
 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 respect of any claim directly or indirectly caused by, contributed to or arising from any new or ongoing pandemic or epidemic of disease.
 9. 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.

This policy also excludes any claim of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling, suppressing or in any way relating to any act of terrorism.

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.

- B) 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 Insurer shall on their request be supplied at the Fee Payers expense with such further information from the Doctor attending the Pupil(s) as is reasonable and necessary to deal with the claim. The Insurer reserves 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 Insurer has 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 involved

The 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 party.

The Insured School must not take legal action against the Insurer over the dispute before the arbitrator has reached a decision.
5. The Insured School must submit the Declaration 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 Insurer has 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 resume Remote Learning or, 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 Insurer reserves the right to not allow a Pupil to be included in the scheme provided that the Insurer provides 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 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 Insurer.
- b) By the Insurer giving the Insured School 30 days' notice in writing to the Insured School's last known address.

If the policy is cancelled by the Insurer 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 Insurer. 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 Insurer may void the policy and retain any premium paid. If misrepresentation, misdescription or non-disclosure is not deliberate or reckless then the Insurer may take any of the following actions, at its option:

- a) The Insurer may void the policy and return the premium paid, if the Insurer would not have entered into the policy on any terms had clear representation, description or disclosure been made.
- b) The Insurer may proportionately reduce the amount to be paid on any claim, if the Insurer 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 Insurer would have charged.
- c) The Insurer may impose additional terms on the policy if the Insurer would have entered into the policy on such additional terms but at the same premium.

13. The Insured School and the Insurer are entitled to choose the law applicable to this contract. The Insurer proposes that English and Welsh law applies unless the Insured School and the Insurer 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.

General information

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,
4 Milton Road,
Haywards Heath,
West Sussex,
RH16 1AH

Telephone: **0330 818 0056**
Email: epg.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 Insurer. Complaints regarding the scheme should in the first instance be made to:

Marsh Ltd, Education Practice,
4 Milton Road,
Haywards Heath,
West Sussex,
RH16 1AH

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

How Ecclesiastical use your data

Your privacy is important to us. We will process your personal data in accordance with data protection laws.

Ecclesiastical Insurance Office plc ("**we**", "**us**", "**our**") is the data controller in respect of any personal data which you provide to us or which we hold about you and any personal data which is processed in connection with the services we provide to you.

Where you provide us with personal data about a person other than yourself (such as a dependant or named person under a policy), you must inform them that you are providing their personal data to us and refer them to this notice.

To provide our insurance related services, we will collect and process your personal data such as your name, contact details, financial information and any information which is relevant to the insurance policy we are providing. In order to provide your insurance policy or when making a claim, we may also need to collect or process 'special categories of personal data' such as information relating to your health or criminal convictions or information which is likely to reveal your religious beliefs.

We process your personal data for the purposes of offering and carrying out insurance related services to you or to an organisation or other persons which you represent. Your personal data is also used for business purposes such as fraud prevention, business management, systems development and carrying out statistical and strategic analysis.

Providing our services will involve sharing your personal data with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, fraud prevention agencies, our service providers and professional advisors, or business partners and our regulators.

In some circumstances we may transfer your personal data to countries outside of the United Kingdom. We will put appropriate safeguards in place to ensure that your personal data is protected.

Where we have your consent, we may market our services to you or provide your personal data to our related companies or business partners for marketing purposes. You can opt out of marketing communications at any time by clicking on the link at the bottom of any email or by contacting us.

Fraud Prevention

We need to carry out fraud and anti-money laundering checks, and this will involve sharing your personal data (such as your name, contact details and financial information) with credit reference and fraud prevention organisations such as the Claims and Underwriting Exchange, run by MIB. If you make a claim, we will share your personal data (to the extent necessary) with other companies including other insurers and anti-fraud organisations to prevent fraud. For the purposes of deciding whether to accept and pay a claim or any part of it, we may appoint loss adjusters or external investigation services to act on our behalf.

If false or inaccurate information is provided and fraud is identified, your personal data will be passed to fraud prevention agencies including the Insurance Fraud Register, run by the Insurance Fraud Bureau. Law enforcement agencies may access and use this information.

Please note that when carrying out any fraud prevention activities, we may need to process your special categories of data such as criminal offence information and share it with fraud prevention agencies.

Further Information

- a) For further information on how Ecclesiastical use your personal data and your rights in relation to your personal data please refer to our Privacy Policy at www.ecclesiastical.com/privacypolicy or contact our Data Protection Officer at Benefact House, 2000 Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW, United Kingdom or on 0345 6073274 or email compliance@ecclesiastical.com
- b) Further information about how Marsh, the Official Managers, handle personal information can be found in the "Pupils' Absence Insurance Scheme – Questions and Answers" document provided separately and in the Marsh Privacy Policy at www.marsh.com/uk/privacy-notice.html

Financial Services Compensation Scheme

The Insurer 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:

PO Box 300
Mitcheldean
GL17 1DY

Telephone: **0800 678 1100** or **020 7741 4100**.

This contract is underwritten by:
Ecclesiastical Insurance Office plc.

Our FCA register number is 113848.
Our permitted business is general insurance.

**You can check this on the
FCA's register by visiting the
FCA's website**

www.fca.org.uk/register

**or by contacting the FCA on
0800 111 6768**

If you would like this booklet
in large print, braille or audio
format please call us on
0345 777 3322.

You can also tell us if you
would like to always receive
literature in another format.

