

# School Fees Refund Scheme

POLICY DOCUMENT

[www.ecclesiastical.com](http://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.

In consideration of payment of the Premium (and any insurance premium tax) the Insurer will provide insurance as described in and subject to the terms conditions limits and exclusions of this policy for illness, injury or other insured event happening during the period of insurance or any subsequent period for which the Insurer agrees to accept a renewal Premium.

## 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 of the academic term ahead.

### 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.

### House

Any building or buildings 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 registered with the General Medical Council (or equivalent in the country of certification) who is not a member of the Pupil's immediate family.

### Insured School

The school named on the Schedule.

### Insurer

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.

### 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, authorised and regulated by the Financial Conduct Authority. FCA firm reference number 307511.

**Pupil(s)**

A person or persons being educated by the Insured School whose School Fees are included in the Declaration.

**Premium**

The amount that the Insured School is required to pay for this insurance (excluding insurance premium tax) which is based upon 100% of the School Fees for the Pupils' included within the scheme and which will be based on the Declaration.

**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 net amount (excluding extras) payable to the Insured School for 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 Insurer will indemnify the Insured School for School Fees refunded under contract for any Absence which exceeds the Waiting Period due to illness or injury of the Pupil or the Pupil having been in contact with an infectious disease.

A claim in respect of any Absence exceeding 14 consecutive days must be supported in writing by an Independent Medical Practitioner.

Once a claim for a refund in respect of 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 an Independent Medical Practitioner.

Cover includes any Pupil included in the scheme who is withdrawn from the Insured School solely due to injury or illness 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 refunds for 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 indemnify the Insured School for School Fees refunded under contract for Closure due to the outbreak of an infectious disease amongst the Pupils and/or staff which renders the continuance of school work impossible; such indemnification will be subject to a seven day Excess.

## Basis of settlement

The basis of calculation for each 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 Insurer will indemnify the Insured School for the board and lodging element of School Fees refunded by the Insured School, in the event that a boarder included in the scheme 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 an Independent Medical Practitioner and immediately following a period for which a claim under this policy has been made. Payment will be made until the end of the term the Pupil returns as a day Pupil and 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 that the Insured School grants a free place to a Pupil included in this scheme by reason of the death of the person contractually obliged to pay the fees caused solely by accidental means and independently of any other cause then the Insurer will pay the Insured School on a termly basis for a maximum of five terms a sum equivalent to the net amount (excluding extras) which the fee payer (or his or her estate) would otherwise have been contractually obliged to pay to the Insured School.

Benefit shall only be payable in respect of the death of a fee payer who is under 70 years of age at the date of death.

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.

### Accidental Death of a Pupil

In the event of the accidental death of a Pupil included in this scheme caused solely by accidental means and independently of any other cause, then the Insurer will indemnify the Insured School on a termly basis a sum the equivalent of the resulting loss of fees (excluding extras) to the Insured School, up to a maximum of five terms fees, for each Pupil.

No cover is provided in the event of the death of a Pupil occurring after 365 days from the date of the accident.

It is a condition of this benefit that the Insured School must use its best endeavours to fill the deceased Pupil's place as soon as possible.

The Insurer shall not be liable where the death of a Pupil is directly or indirectly consequent upon suicide or intentionally inflicted self-injury resulting in death.

The maximum liability of the Insurer for all claims under this extension in any one period of insurance shall not exceed £50,000 or 100% of the previous year's Premium (including Insurance Premium Tax) whichever is the lesser.

### Withdrawal of a Pupil

In the event that a Pupil included in the scheme is withdrawn from the Insured School at less than one term's notice, other than for disciplinary reasons, the Insurer will indemnify the Insured School by payment of a sum equivalent to the resulting loss of fees (excluding extras), up to 50% of the terms fees for the term following the one in which the Pupil was withdrawn or failed to return after a vacation.

If the Insured School expels a Pupil for disciplinary reasons, the Insurer will indemnify the Insured School for up to a maximum of a full term's fees (excluding extras).

This cover is given provided that:

- a) The withdrawn Pupil has received tuition at the Insured School.
- b) The withdrawn Pupil's place has not been filled by the commencement of the term following the term of the withdrawal of the Pupil.
- c) The Insured School has used its best endeavours to recover the unpaid fees but has failed to recover the unpaid fees in full and the Insured School can evidence this to the Insurer if required. This provision shall not apply where the Pupil has been expelled for disciplinary reasons.

The maximum liability of the Insurer for all claims under this extension in any one period of insurance shall not exceed 20% of the previous year's Premium (including Insurance Premium Tax).

## Conditions

1. It is a condition precedent to the Insurer's liability to pay a claim under this policy that the Insured School provide, at their expense, any information and assistance the Insurer requires to deal with any claim.
2. It is a condition precedent to Insurer's liability to pay a claim under this policy that once the Insured School becomes aware of the potential or actual Closure due to infectious disease they 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.
3. 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.
4. The Insured School must submit 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 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.
5. Claims for a refund of School Fees 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, 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 no later than 30 days after the close of the term to which they relate.

Claims for the accidental death of a Fee Payer must be submitted within three months of the death of the Fee Payer.
6. If a claim made by the Insured School or anyone acting on its behalf or any other person claiming to obtain benefit under this policy is fraudulent or exaggerated whether ultimately material or not the Insurer may at their option
  - (a) Repudiate the claim.
  - (b) Recover any payments already made by them in respect of the claim.

(c) Cancel the policy from the date of the fraudulent act and retain the premium due for the unexpired period of insurance from the date of cancellation up to the renewal date.

If the Insurer cancels the Policy they will notify the Insured School in writing by special delivery to the last known address.

7. If at the time of any claim arising under Cover 2 (Closure due to an outbreak of infectious disease) of this policy the Insured School is or would be (but for the existence of this policy) entitled to indemnity under any other policy or policies the Insurer shall not be liable except in respect of any additional amount beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.
8. 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 in 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.
9. 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.
10. 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.

## 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 due to fear of infection at the Insured School.
  3. After a Pupil has been certified as 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. Due to a 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 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.
  5. Due to the Pupil's 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.
  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 enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power.
  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 similar purposes 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, preventing, 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 Insured School.
- 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.

# General information

## Claims Procedure

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 must notify the Official Managers by telephone as soon as reasonably practicable.

For all other claims enquiries, help with submitting claims or to obtain a claim form please contact the Official Managers:

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

Telephone: **01444 335173**

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

Note: Claims for refunds in respect of Absence exceeding 14 consecutive days will need to be supported in writing by an Independent Medical Practitioner.

## Complaints Procedure

Marsh manages the School Fees Refund 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,  
West Sussex,  
RH16 1AH

Telephone: **01444 335174**

Email: [Termly.schemes@marsh.com](mailto: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](mailto:complaint.info@financial-ombudsman.org.uk)

[www.financial-ombudsman.org.uk](http://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 European Economic Area. 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](http://www.ecclesiastical.com/privacypolicy) or contact our Data Protection Officer at Beaufort House, Brunswick Road, Gloucester GL1 1JZ or on 0345 6073274 or email [compliance@ecclesiastical.com](mailto:compliance@ecclesiastical.com)
- b) Further information about how Marsh, the Official Managers, handle personal information can be found in the 'Terms of Engagement' document provided separately and in the Marsh Privacy Policy at <https://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](http://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](http://www.fca.org.uk/register)**

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

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

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

