

PUPILS' £1 MILLION PERSONAL ACCIDENT INSURANCE SCHEME

SCHEME DETAILS AND KEYFACTS EFFECTIVE FROM WINTER TERM 2014

Benefits for permanent disabilities or death resulting from an accident.

General Information

The need for personal accident insurance has been tragically emphasised by certain serious injuries that have occurred to pupils. In many cases, there is no entitlement to financial compensation because it is no one individual person's fault that a pupil has suffered permanent disability. This scheme provides a scale of benefits for permanent disabilities, a list of which is set out overleaf.

When Cover Begins and Ends

The school has decided to include all pupils within the scheme at no additional cost as the termly premium is incorporated within the current fee structure. Cover commences for each pupil from the first day of the first term, including the duration of the uninterrupted journey to 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).

General Definitions

Bodily injury — physical injury that is caused solely by accidental means and that, independently of any other cause and not by operation of any degree of degenerative process, within 24 months from the date of the accident results in the insured person's death, dismemberment or permanent disability.

Dismemberment —

- a) the loss or loss of use of one or more limbs
- or
- b) the loss or loss of sight of one or both eyes.

Disappearance — if the insured person disappears and after 12 months it is reasonable to believe that such an insured person has died as a result of bodily injury, the death benefit shall become payable subject to a signed undertaking that if the belief is subsequently found to be wrong such death benefit shall be refunded to the insurers.

Effective time — the duration of each term for which the premium has been paid for a pupil. If the insured person is not returning to the school:

- a) because he/she is transferring to another primary or secondary school within the United Kingdom, the cover will continue until the commencement of the uninterrupted journey to the new school
- or
- b) because he/she has completed his or her secondary education or is transferring to another school outside the United Kingdom, cover will be provided during the following holiday break only while the insured person participates in any official organised school activity, including the uninterrupted journey to the place of activity and the uninterrupted journey home. Cover will cease when the insured person returns home or at midnight before the commencement date of the new term, whichever is sooner.

For any reason other than a) or b) above, the cover will terminate after the uninterrupted journey home at the end of the insured person's last day as a pupil of the school.

Exposure — injury to the insured person as a result of unavoidable exposure to the elements shall be deemed to have been caused by bodily injury.

Insured person — any pupil, attending the school, for whom the appropriate premium has been paid and accepted by the official managers on behalf of the insurers.

Term — the duration of one of the three periods of attendance at the school during a school year, including the uninterrupted journey to the school prior to commencement of the period plus the holiday break that immediately follows.

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 insurers. 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 insurers 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 insurers will pass information to the Claims and Underwriting Exchange Register. This register has been established to help check the information provided and also to reduce fraudulent claims. This register may be searched when dealing with your request for insurance. Under the conditions of your policy, you must declare all incidents whether or not they may result in a claim. This information may be passed to the register.

Summary of Benefits

(Please refer to policy wording for full terms and conditions)

Cover

If during the effective time the insured person sustains bodily injury the insurers will pay, subject to the terms and conditions and exclusions, the benefit specified to the insured person.

Scale of Benefits

Maximum payment £1 million (see supplemental benefit)

1. Total organic paralysis	£ 300,000
2. Total loss of intellectual capacity	£ 300,000
3. Total loss of sight in both eyes	£ 300,000
4. Total loss of both upper limbs or both hands	£ 300,000
5. Total loss of both lower limbs or both feet	£ 300,000
6. Total loss of one upper limb and one lower limb	£ 300,000
7. Total loss of one hand and one foot	£ 300,000
8. Total loss of one upper limb or one hand	£ 144,000
9. Total loss of one lower limb or one foot	£ 144,000
10. Total loss of sight in one eye	£ 144,000
11. Total loss of hearing in both ears	£ 144,000
12. Total loss of use of lung	£ 144,000
13. Total loss of use of hip or knee or ankle	£ 120,000
14. Total loss of use of shoulder or elbow	£ 90,000
15. Total loss of use of wrist	£ 78,000
16. Total loss of one thumb	£ 78,000
17. Total loss of use of jaw	£ 50,000
18. Total loss of use of kidney	£ 42,000
19. Total loss of big toe	£ 42,000
20. Total loss of hearing in one ear	£ 30,000
21. Total loss of one finger	£ 30,000
22. Total loss of taste and smell	£ 25,000
23. Total loss of use of spleen	£ 24,000
24. Total loss of any other toe	£ 12,000
25. Total loss of a natural tooth excluding deciduous (milk) teeth and up to a maximum of £2,400 for four or more teeth lost	£ 600
26. Accidental death	£ 10,000
27. In the event of the insured person sustaining any permanent disability not specified above the compensation payable shall be calculated by assessing the degree of disability in relation to benefits 1 to 25 above.	

Supplemental Benefit

In the event of the insured person sustaining one, or more than one, form of permanent disability where total compensation becomes payable of £300,000 under benefits 1 to 25 and 27 above, the burns and scalds and facial disfigurement benefits, a supplemental benefit of £700,000 will be paid, making a total compensation of £1 million.

Facial Disfigurement Benefit

This benefit relates to disfigurement, scarring and burns on any part of the neck, face or head exposed to view. The benefit amount payable will not take into account any psychological effects:

Maximum benefit	£ 6,000
Minimum benefit	£ 300

If as a result of an accident the insured person sustains facial disfigurement such as permanent scarring or permanent burns to the face and the permanent scarring or permanent burns affect an area of one square centimetre or two centimetres in length the minimum benefit of £300 will be paid. Permanent scarring or permanent burns covering a greater area or length will be assessed according to size, area it covers, visual impact, and in relation to the minimum benefit payable of £300 and the maximum benefit payable of £6,000 for permanent scarring or permanent burns covering the whole face.

Burns and Scalds Benefit

If as a result of an accident the insured person sustains permanent scarring caused by a burn or scald the benefit payable will be assessed according to the body surface area affected (excluding any part of the neck, face or head exposed to view). This benefit relates to full thickness burns (3rd degree burns or burns of greater severity) or permanent scarring caused by burns or scalds to the body surface (excluding scarring and burns on part of the neck, face or head exposed to view).

Permanent scarring caused by burns to:	at least 4% but to less than 15% of the body surface –	benefit payable £3,000
	at least 15% but to less than 25% of the body surface –	benefit payable £6,000
	to 25% or more of the body surface –	benefit payable £10,000

This summary does not contain the full terms and conditions of the policy. These are contained in the schedule and policy wording, held by the school and available for inspection, which together form the policy document.

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Insurers and Type of Insurance

This personal accident insurance is provided by a panel of five insurers:

- ACE European Group Limited (lead insurers).
- Ecclesiastical Insurance Office plc.
- QBE Insurance (Europe) Limited.
- RSA Insurance Group plc.
- AIG Europe Limited.

This insurance operates under a group arrangement, with the policy being held in the name of the school for the benefit of the insured persons. Insured persons being pupils, and staff members if insured.

Cover

The insurance covers the risk of an accident happening to an insured person that causes bodily injury resulting in death, permanent disability or dismemberment (loss of limbs or sight). It provides a lump sum payment that is calculated with reference to a specified table of benefits based on the severity of the injury.

The school operates the scheme on an annual basis, with renewal due at the start of each winter term (September). Premiums are payable in termly instalments. Cover operates for insured persons who are declared by the school to insurers as participating in the scheme.

Significant Features and Benefits

(Please see the policy wording for full details, available from the school)

- Cover applies on a worldwide basis, 24 hours a day – in and out of school, and during holiday periods whilst within the effective time.
- No restrictions regarding sporting or leisure activities.
- A lump sum of up to £1 million is provided for each insured person if he/she suffers an accident that results in bodily injury. This could range from a minor incapacity to total paralysis.
- Partial losses are also included.
- Death from disappearance or exposure to the elements is included.
- Payments are made irrespective of any other person being legally responsible for an accident.

Significant and Unusual Exclusions or Limitations

(Please see policy wording for full details, available from the school)

- Death, permanent disability or dismemberment must result within 24 months from the date of the accident.
- There is no cover for suicide, intentionally self-inflicted injury, risks from war, repetitive stress injury or any gradually operating cause.

- If compensation is payable for loss or loss of use of part(s) of the body then it cannot also be claimed for partial loss or loss of use of the same part(s) under a different category of benefit.
- No benefit payable carries interest.
- If an insured person is not returning to the school, cover restrictions may apply during the holiday period following that insured person's last term at the school.

Cancellation Rights

There are no cancellation rights under the policy.

Making a Claim

If an accident happens which is likely to give rise to a personal accident claim contact

Marsh Ltd

Education Practice, Capital House, 1-5 Perrymount Road, Haywards Heath, West Sussex RH16 3SY
Telephone: 01444 313173 Facsimile: 01444 415088

Insurers may require the claimant to be medically examined.

Complaints Procedure

Marsh manages the scheme under a delegated authority on behalf of insurers. Complaints regarding the scheme should be made to:

Marsh Ltd

Education Practice, Capital House, 1-5 Perrymount Road, Haywards Heath, West Sussex RH16 3SY
Telephone: 01444 458144 Facsimile: 01444 415088

Alternatively you can put your complaint direct to the:

ACE Customer Service Manager

PO Box 4510, Dunstable LU6 9QA
Telephone: 0845 445 0087 (Within the UK only) Email: customerrelations@acegroup.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 can refer your complaint to the Financial Ombudsman Service within six months of receipt of the final response.

The **Financial Ombudsman Service** can be contacted at:

South Quay Plaza, 183 Marsh Wall, London E14 9SR
Telephone: 0800 023 4567 Facsimile: 0207 964 1001 Web: www.financial-ombudsman.org.uk

Financial Services Compensation Scheme

The above 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.

Further Information

Marsh Ltd

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Capital House
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Facsimile: 01444 415088
Email: enquiries.schools@marsh.com
Web: uk.marsh.com/education

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