

Pupils' £1m personal accident insurance scheme

Scheme details and keyfacts effective from winter term 2011

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 – injury that is caused solely by accidental means and that, independently of any other cause, within 24 months from the date of the accident results in the insured pupil'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 pupil disappears and after 12 months it is reasonable to believe that such an insured pupil 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 benefits 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 pupil 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 pupil 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 pupil 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 pupil's last day as a pupil of the school.

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

Insured pupil – 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.

Personal data

Please note that information (including personal information) you provide to, or which is already held by the school, may be passed to Marsh and relevant insurers and other related third parties for servicing the scheme and administering claims. Under data protection legislation you can ask in writing for a copy of certain personal records about you.

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 £1,000,000 (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 arms or both hands	£ 300,000
5. Total loss of both legs or both feet	£ 300,000
6. Total loss of one arm and one leg	£ 300,000
7. Total loss of one hand and one foot	£ 300,000
8. Total loss of one arm or one hand	£ 144,000
9. Total loss of one leg 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 use of spleen	£ 24,000
23. Total loss of any other toe	£ 12,000
24. 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
25. Death	£ 10,000
26. 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 - 24 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 24 above, the burns and scalds and facial disfigurement benefits, a supplemental benefit of £700,000 will be paid, making a total compensation of £1,000,000.

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 scarring or permanent burns affect an area of one square centimetre or two centimetres in length the minimum benefit of £300 will be paid. 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 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 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.

keyfacts[®]

Insurers and type of insurance

Personal accident

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

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

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 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 £1,000,000 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, or risks from war
- 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 pupil is not returning to the school, cover restrictions may apply during the holiday period following that insured pupils' 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 458144
Facsimile: 01444 415088

Insurers may require the claimant to be medically examined.

Complaints procedure

Marsh manages the scheme under a binding authority on behalf of insurers. Complaints regarding the scheme should be made to Marsh using the details provided here.

Alternatively you can put your complaint direct to the:

A&H Customer Service Manager

ACE European Group Limited
200 Broomielaw,
Glasgow, G1 4RU

Telephone: 0845 841 0056

Facsimile: 01293 597 376

Email: cust.servuk@acegroup.com

Your complaint will be dealt with fairly, speedily, and in accordance with the FSA 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: 0845 080 1800

Facsimile: 0207 964 1001

Web: www.financial-ombudsman.org.uk

Financial Services Compensation Scheme

Insurers and Marsh are members of 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 7th Floor, Lloyds Chambers, Portsooken Street, London E1 8BN or by telephone on 020 7741 4100.

Further information

Marsh Ltd

Education Practice
Capital House
1-5 Perrymount Road
Haywards Heath
West Sussex RH16 3SY

Telephone: 01444 458144

Facsimile: 01444 415088

Email: enquiries.schools@marsh.com

Web: www.marsh.co.uk