

# Pupils' Personal Accident Insurance Scheme

Effective from winter term 2010

£600k

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 termly premium has been provisionally charged on the fee account and cover will be automatically assumed unless the school receives notification to the contrary in advance of the beginning of term. 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 Brokers Limited and relevant insurers and other related third parties for servicing the scheme and administering claims. Under the data protection legislation you can ask in writing for a copy of certain personal records about you.

## 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 £600,000 (see supplemental benefit)

1. Total organic paralysis	£ 250,000
2. Total loss of intellectual capacity	£ 250,000
3. Total loss of both eyes	£ 250,000
4. Total loss of both arms or both hands	£ 250,000
5. Total loss of both legs or both feet	£ 250,000
6. Total loss of one arm and one leg	£ 250,000
7. Total loss of one hand and one foot	£ 250,000
8. Total loss of speech	£ 250,000
9. Total loss of one arm or one hand	£ 120,000
10. Total loss of one leg or one foot	£ 120,000
11. Total loss of one eye	£ 120,000
12. Total loss of hearing in both ears	£ 120,000
13. Total loss of hearing in one ear	£ 25,000
14. Total loss of one thumb	£ 65,000
15. Total loss of one finger	£ 25,000
16. Total loss of big toe	£ 35,000
17. Total loss of any other toe	£ 10,000
18. Total loss of use of shoulder or elbow	£ 75,000
19. Total loss of use of wrist	£ 65,000
20. Total loss of use of hip or knee or ankle	£ 100,000
21. Total loss of use of kidney	£ 35,000
22. Total loss of use of spleen	£ 20,000
23. Total loss of use of lung	£ 120,000
24. Total loss of a natural tooth excluding deciduous (milk) teeth and up to a maximum of £2,000 for four or more teeth lost	£ 500
25. Death	£ 7,500

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 to 24 above.

## Supplemental benefit

In the event of the insured person sustaining one, or more than one, form of permanent disability where total amount payable becomes £250,000, a supplemental benefit of £350,000 will be paid, making a total compensation of £600,000.

## Facial disfigurement

Maximum	£ 5,000
Minimum	£ 250

if as a result of an accident the insured person sustains permanent scarring to the face, and the scarring affects an area of one square centimetre or is two centimetres in length, a benefit of £250 will be paid. Scarring covering a greater area or length will be assessed according to size, area of face it covers, visual impact, and in relation to the minimum benefit payable of £250 and the maximum benefit payable of £5,000 for scarring covering the whole face.

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.

## Insurers and type of insurance

### keyfacts<sup>®</sup>

#### 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 tax-free lump sum of up to £250,000 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
- An additional 'supplemental' benefit of £350,000 is payable if the total of all benefit payments within the specified table reaches the maximum of £250,000
- 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.

#### Making a claim

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

#### Marsh Brokers Limited

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 Brokers Limited manage the scheme under a contractual arrangement on behalf of insurers. Complaints regarding the scheme should be made to Marsh Brokers Limited 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](mailto: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](http://www.financial-ombudsman.org.uk)

## Cancellation rights

There are no cancellation rights under the policy.

## Financial Services Compensation Scheme

The insurers and Marsh Brokers Limited are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if they cannot meet their obligations. You can get more information about compensation scheme arrangements from the FSCS.

## Further information

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Telephone: 01444 458144  
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Email: [enquiries.schools@marshbrokers.com](mailto:enquiries.schools@marshbrokers.com)  
Web: [www.schools.marshbrokers.com](http://www.schools.marshbrokers.com)

## Important notes

This document is a summary only and applies to schools in England and Wales, different arrangements may apply to Scottish schools. Any references to any conditions and the cost of cover are correct at the time of going to press. It should, however, be noted that these may be subject to amendment. Full details regarding exact cover, terms, exclusions and conditions are contained in policy documentation which is provided at inception of cover and at renewal. Details are also available on request from Marsh Brokers Limited, Education Practice. Please read these.