



Pupil Absence Insurance Group Policy For D'Overbroeck's Limited

Introduction

This pupil absence insurance **Group Policy** has been arranged by Howden on behalf of the **Group Policyholder** for the benefit of the **Group Policyholder** and the **Fee Payers**. It contains details of the cover, conditions and exclusions applicable and is the basis on which all claims will be settled.

In return for having accepted the **Premium We** will provide cover to the **Group Policyholder** and **Fee Payer** in accordance with the operative sections of this **Group Policy** as referred to in the **Statement of Insurance**.

The **Statement of Insurance** issued together with this **Group Policy** wording and any endorsements, shows which benefits the **Group Policyholder** has chosen, who is covered under this **Group Policy** and when and where cover applies. The **Group Policyholder** and the **Fee Payers** should take the time to read this **Group Policy** carefully to ensure that it meets their needs.

This **Group Policy** wording, **Statement of Insurance** and any endorsements all form part of the **Group Policy**. This is a contract between the **Group Policyholder** and **Us**. The **Group Policy** and all communications before and during the **Period of Insurance** will be provided in English.

Age eligibility

Benefits shall only be payable in respect of death of a **Fee Payer** who is under 70 years of age at the time of death.

The Law applicable to this Group Policy

We and the **Group Policyholder** are free to choose the laws applicable to this **Group Policy**. **We** propose to apply the laws of England and Wales and by purchasing this **Group Policy** the **Group Policyholder** has agreed to this.

Group Policy excess

Under some sections of this **Group Policy**, claims will be subject to an **Excess**.

Group Policy information or advice

The **Group Policyholder** must give a copy of this **Group Policy** wording, **Statement of Insurance** and any endorsements to each **Fee Payer** at the time they are accepted for cover under this **Group Policy**.

If the **Group Policyholder** would like more information or feel that this insurance may not meet their needs, please contact your Howden representative.

If you are a **Fee Payer** covered under this **Group Policy** and would like more information or feel that this insurance may not meet your needs, contact the **Group Policyholder** at the address shown in the **Statement of Insurance**.

The Insurer

This Group Policy is underwritten by Zurich Insurance Company Ltd

Data Protection

Howden is committed to being transparent about how we handle your data and protect your privacy. Full details can be found within our privacy policy at www.howdenbroking.com/uk-en/privacy-data-protection-policy.

Zurich's Data protection statement can be found on their website www.zurich.co.uk/dataprotection. Paper copies of the statement are available on request via gbz.general.data.protection@uk.zurich.com or alternatively contact, Data Protection Officer, Zurich Insurance, Unity Place, 1 Carfax Close, Swindon, SN1 1AP

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Definitions

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this **Group Policy**. For ease of reading the definitions are highlighted by the use of bold print and will start with a capital letter.

Bodily Injury – means an identifiable physical injury sustained by the **Pupil** caused by sudden, unexpected, accidental, external and visible means. Injury as a result of the **Pupil's** unavoidable exposure to the elements shall be deemed to have been caused by **Bodily Injury**.

Effective Time – means the period which cover shall be operative and commences for each **Fee Payer** from the first day of the first term, provided the **Premium** has been settled before that date, otherwise cover will commence from the time the first **Premium** is received by the **Group Policyholder**. Provided the **Group Policyholder** continues cover under this **Group Policy** and the **Premium** continues to be paid, cover will continue until:

- a) the **Pupil** whose fees the **Fee Payer** is paying leaves the **School**
- b) the **Pupil** is withdrawn from the **School** unless such withdrawal is solely due to injury or illness sustained by the **Pupil**, in which case cover ceases at the end of the term the **Pupil** is withdrawn.

Fee Payer – means the person or persons who are eligible to be covered under this **Group Policy** and who have entered into a contractual obligation with the **Group Policyholder**, or their representatives (including, for the avoidance of doubt, the **Fee Payer's** executors), and who is acting other than in the capacity of a trustee of a fund from which the fees are paid, to pay the **School Fees** charged in respect of the attendance at the **School** of a **Pupil**.

Franchise Period – means the number of consecutive days as stated in the **Statement of Insurance** (including weekends and half term breaks), which must be exceeded before a claim can be considered under this **Group Policy**.

Group Policy – means the documents consisting of the **Group Policy** wording, the **Statement of Insurance** and any applicable endorsements.

Group Policyholder – means the school stated in the **Statement of Insurance** as being the **Group Policyholder**, that is resident or incorporated within the **United Kingdom** and which has entered into this **Group Policy** for the benefit of itself, **Fee Payers** and **Pupils**.

Medical Practitioner – means a fully qualified and registered practising medical practitioner who is not a member of the **Fee Payer's** or **Pupil's** immediate family.

Period of Insurance – means the **Group Policy** cover start date and end date shown in the **Statement of Insurance** for which the **Group Policyholder** has taken out this **Group Policy** and for which the **Premium** has been paid. The **Period of Insurance** may, at **Our** discretion, be extended subject to payment of any additional **Premium** required.

Premium – means the amount that the **Group Policyholder** is required to pay on a termly basis for participation in this **Group Policy**, as stated on the invoice issued, and any adjustment invoices issued from time to time.

Pupil - A person being educated at the **School** whose fee a **Fee Payer** is responsible for paying and for whom the **Premium** has been paid.

Redundancy – means the permanent and involuntary loss of employment by the **Fee Payer** as a result of their employer ceasing, or intending to cease, to carry on the business for which they were employed, or ceasing to require employees to carry out work of a particular kind. **Redundancy** must qualify for a statutory **Redundancy** payment and must not be voluntary, self-chosen or the result of dismissal for misconduct, resignation or the expiry of a fixed term contract.

School – means any building (or part thereof) or property used by **Pupils** either for educational purposes or as accommodation situated within or forming part of the school stated in the **Statement of Insurance**.

School Fees - The net amount (excluding extras) a **Fee Payer** is required to pay each term for the attendance at the **School** of a **Pupil**.

Statement of Insurance – means the document detailing the Insurer, the policy number, the **Period of Insurance**, the sections which are operative, benefits for each section of cover and any special terms and conditions which may apply to the **Group Policy**.

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 organisations(s) or governments, 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.

United Kingdom/UK - means England, Scotland, Wales and Northern Ireland.

We/Us/Our – means the Insurer shown on the **Statement of Insurance**, Howden UK Brokers Limited, or another agent acting on behalf of the Insurer.

General conditions applicable to the Group Policy

The **Group Policyholder**, the **Fee Payers** and **Pupils** must comply with the following conditions to have the full protection of this **Group Policy**. If the **Group Policyholder**, the **Fee Payers** or **Pupils** do not comply with such conditions **We** may at **Our** option cancel this **Group Policy**, refuse to deal with any claim or reduce the amount of any claim payment.

1. Dual insurance

If at the time of any incident which results in a claim under this **Group Policy**, there is another insurance covering the same loss, damage, expense or liability **We** will not pay more than **Our** proportional share.

2. Reasonable precautions

The **Group Policyholder**, **Fee Payers** and **Pupils** must take and cause to be taken all reasonable precautions to avoid damage, injury, illness, disease or loss.

3. Cancellation of the Group Policy

14 Day Cooling Off Period

The **Group Policyholder** may cancel this **Group Policy** and all associated cover sections within 14 days starting from the day the **Group Policyholder** received the **Group Policy** by writing to the address shown in the **Statement of Insurance**. **We** will refund the **Premium** less a charge for any period for which cover applied. **We** also reserve the right to charge a cancellation fee of £20.00. In the event of a claim or an incident likely to give rise to a claim has occurred during the period for which cover applied, no refund of **Premium** will be given.

Cancellation Outside the 14 Day Cooling Off Period

This **Group Policy** may be cancelled:

- a) by the **Group Policyholder** sending **Us** notice to the address shown on the **Statement of Insurance**. **We** will return a proportionate refund of the **Premium** paid in respect of the unexpired term of this **Group Policy**. **We** also reserve the right to charge a cancellation fee of £20.00. In the event of a claim or an incident likely to give rise to a claim has occurred during the current **Period of Insurance** no refund of **Premium** will be given.
- b) by **Us** or **Our** authorised underwriting agents where there is a valid reason for doing so by giving the **Group Policyholder** 21 days' notice in writing to their last known address. **We** will refund any **Premium** which may be due to the **Group Policyholder** in accordance with the terms of this condition. Valid reasons for cancellation may include but are not limited to:
 - If the **Group Policyholder** advises **Us** of a change of risk under this **Group Policy** which **We** are unable to insure, or unable to insure at the same terms and conditions on which cover was originally underwritten;
 - Where the **Group Policyholder** fails to respond to requests from **Us** for further information or documentation;
 - Where the **Group Policyholder** has given incorrect information and fails to provide clarification when requested;
 - Where the **Group Policyholder** is in breach of any of the terms and conditions which apply to this **Group Policy**;
 - Where **We** reasonably suspect fraud;
 - Where there is a change in law or regulation that materially changes the risk insured; or
 - The use of threatening or abusive behaviour or language, or intimidation or bullying of **Our** staff or suppliers, by the **Group Policyholder** or any person acting on their behalf
- c) by **Us** or **Our** authorised underwriting agents if **We** have been unable to collect a **Premium** payment. In this case the **Group Policyholder** will be notified in writing requesting payment by a specific date. If payment is not received by this date the **Group Policyholder** will be written to again

notifying them that payment has not been received and giving them seven days' notice for a final payment. If payment is not received by that date

We will cancel this **Group Policy** with immediate effect and notify the **Group Policyholder** in writing that such cancellation has taken place.

In the event of cancellation of this **Group Policy** by us in accordance with this condition, the **Group Policyholder** must notify the **Fee Payer** of such cancellation.

4. Withdrawal of Fee Payer Participation

A **Fee Payer's** participation in the **Group Policy** may be withdrawn:

- a) by a **Fee Payer** by giving written notice of that intention to the **Group Policyholder** specified in the **Statement of Insurance**. Any return of **Premium** due to the **Group Policyholder** as a result of a **Fee Payer's** withdrawal from participation in the **Group Policy** will be calculated from the date such participation ceases or the date **We** have received written notice whichever is the later. No return of **Premium** will be paid or allowed where such **Fee Payer** has been the subject of a claim during any period for which cover was provided. **We** also reserve the right to charge a reasonable administration fee.
- b) by **Us** or **Our** authorised underwriting agents where there is a valid reason for doing so by giving the **Fee Payer** and **Group Policyholder** 21 days' notice in writing to their last known address. **We** will refund any premium which may be due to the **Group Policyholder** in accordance with the terms of this condition. Valid reasons for cancellation may include but are not limited to:
 - If the **Fee Payer** advises **Us** of a change of risk under this **Group Policy** which **We** are unable to insure, or unable to insure at the same terms and conditions on which cover was originally underwritten;
 - Where the **Fee Payer** fails to respond to requests from **Us** for further information or documentation;
 - Where the **Fee Payer** has given incorrect information and fails to provide clarification when requested;
 - Where the **Fee Payer** is in breach of any of the terms and conditions which apply to this **Group Policy**;
 - Where **We** reasonably suspect fraud;
 - Where there is a change in law or regulation that materially changes the risk insured;
 - Where the **Fee Payer** suffers a change in state of health for example they develop a long term or chronic medical condition that requires treatment for more than 12 months; or
 - The use of threatening or abusive behaviour or language, or intimidation or bullying of **Our** staff or suppliers, by the **Fee Payer** or any person acting on their behalf.

We reserve the right to not allow a **Pupil** to be included in the **Group Policy** provided that **We** provide written notice to the **Group Policyholder** of not less than one full school term.

5. Sanctions

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 or restriction under United Nations resolutions or the trade or economic sanctions, law, or regulations of the European Union, United Kingdom or the United States of America.

6. Third Party Rights

The **Group Policyholder**, **Fee Payer** and **We** have agreed that it is not intended for any third party to this contract to have the right to enforce the terms of this contract. The **Group Policyholder**, **Fee Payer** and **We** can rescind or vary the terms of this contract without the consent of any third party to this contract, who might seek to assert that they have rights under the Contracts (Rights of Third Parties) Act 1999.

Claims conditions

In the event of the **Group Policyholder** or any **Fee Payer** wanting to make a claim against the **Group Policy**, they must comply with the following conditions to have the full protection of the **Group Policy**.

If the **Group Policyholder** or any **Fee Payer** does not comply with the claims conditions **We** may at **Our** option cancel the **Group Policy**, refuse to deal with any **claim** or reduce the amount of any claim payment.

1. Claims

In the event of a claim or possible claim, the **Fee Payer** should complete a claim form and if the absence exceeds 14 consecutive days the **Fee Payer** must arrange for the appropriate section of the claim form to be completed by the **Pupil's** Medical Practitioner. The claim form should then be returned to the **Group Policyholder**. An authorised official of the **Group Policyholder** should complete the appropriate section of the claim form and send it to **Us** at the address given below.

In the event of a claim or possible claim for the necessary closure of the **School**, the **Group Policyholder** must immediately notify **Us** as detailed in item 6. of Special conditions relating to claims applicable to part A: Pupil Absence.

To make a claim and obtain a claim form **We** should be notified by email, phone or write to **Us** at the address given below:

Zurich Insurance,
St Vincent Plaza,
319 St Vincent Street,
Glasgow, G2 7EA
Tel: +44(0) 333 2341105
Email: pupil.claims@howdeninsurance.co.uk

The **Group Policyholder** and/or **Fee Payer** must also inform **Us** if they are aware of any writ, summons or impending prosecution. Every communication relating to a claim must be sent to **Us** without delay. The **Group Policyholder**, **Fee Payer** and/or anyone acting on their behalf must not negotiate admit or repudiate any claim without **Our** written consent.

The **Group Policyholder**, **Fee Payer** and/or their legal representatives must supply at their own expense all information, evidence and medical certificates as required by **Us**. **We** reserve the right to require the **Pupil** or **Fee Payer** to undergo an independent medical examination at **Our** expense. **We** may also request and will pay for a post-mortem examination where necessary.

We may refuse to reimburse a claimant for any expenses for which they cannot provide receipts or bills or proof of ownership such as an original receipt, a valuation, original user manual or bank credit card statements.

2. Subrogation

We are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in the **Group Policyholder** or **Fee Payer's** name for **Our** benefit against any other party.

3. Fraud

The **Group Policyholder** and **Fee Payer** must not act in a fraudulent manner. If the **Group Policyholder**, **Fee Payer** or anyone acting for them

- a) Makes a claim under the **Group Policy** knowing the claim to be false or fraudulently exaggerated in any respect or
- b) Makes a statement in support of a claim knowing the statement to be false in any respect or
- c) Submit a document in support of a claim knowing the document to be forged or false in any respect or
- d) Makes a claim in respect of any loss or damage caused by the **Group Policyholder** or **Fee Payer's** wilful act or with their connivance

Then

- a) **We** shall not pay the claim
- b) **We** shall reserve the right not to pay any other claim which has been or will be made under the **Group Policy**
- c) **We** may at **Our** option declare the **Group Policy** void
- d) **We** shall be entitled to recover from the **Group Policyholder** and/or the **Fee Payer** the amount of any claim already paid under the **Group Policy**
- e) **We** shall not make any return of **Premium**
- f) **We** may inform the Police of the circumstances.

4. Paying Claims

We will pay all the claim to the **Group Policyholder** and the **Group Policyholder's** receipt shall be a full discharge of all liability by **Us** in respect of the claim.

General exclusions applicable to all sections of the Group Policy

We will not pay for claims arising directly or indirectly from or in connection with:

- 1.a) War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil unrest or similar event.
 - b) **Terrorism**, nuclear, chemical or biological attack.
2. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste, from combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component of such assembly.
3. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
4. The **Pupil's** or **Fee Payer's** wilfully self-inflicted injury or illness, suicide or attempted suicide, sexually transmitted diseases, solvent abuse, alcohol abuse, the use of drugs (other than drugs taken in accordance with treatment prescribed and directed by a **Medical Practitioner**, but not for the treatment of drug addiction), self-exposure to needless peril (except in an attempt to save human life).
5. The **Pupil's** or **Fee Payer's** own unlawful action or any criminal proceedings against them.
6. Unless specifically covered under this insurance, any other loss, damage or additional expense following on from the event for which the **Fee Payer** is claiming unless **We** provide cover under this insurance. Examples of such loss, damage or additional expense would be the cost of replacing locks after losing keys, costs incurred in preparing a claim or loss of earnings following **Bodily Injury** illness or disease.
7. Operational duties of a member of the Armed Forces.
8. Any claim as a result of death other than death caused by **Bodily Injury**.
9. Any claim as a result of medical epidemic and / or pandemic.
10. Any circumstances known to the **Group Policyholder** or **Fee Payer** at the time of taking out this **Group Policy** or being accepted for cover which could reasonably be expected to give rise to a claim.

Section 1 - Pupil Absence

What is covered

A: Temporary Pupil Absence

We will indemnify the **Group Policyholder** up to the amount stated in the **Statement of Insurance** for **School Fees** they are liable to reimburse to the **Fee Payer**, on account of the temporary and compulsory absence of a **Pupil** from the **School** premises for any continuous period during the **Effective Time**:

1. which exceeds the **Franchise Period** stated on the **Statement of Insurance** due to the inability of such **Pupil** to attend the premises of the **School** owing to the **Pupil's Bodily Injury** or illness or the **Pupil's** quarantine on the order of a treating **Medical Practitioner** having been in contact with an infectious disease.
2. due to the necessary closure of the **School** owing to an outbreak of an infectious disease amongst the **Pupils** and/or staff of the **School** which renders the continuance of school work impossible, any such payment hereunder will be subject to an **Excess** as stated in the **Statement of Insurance**.

B: Accidental Death

i) Pupil

In the event of the death of a **Pupil** occurring during the **Effective Time**, caused solely by accidental means and independently of any other cause, **We** will reimburse the **Group Policyholder** up to the amount stated in the **Statement of Insurance**, for a maximum of six terms in respect of **School Fees** paid in advance by the **Fee Payer** and which are refunded by the **Group Policyholder**. This shall include **School Fees** for the full term in which the **Pupil's** death occurred.

What is not covered

A: Temporary Pupil Absence

This **Group Policy** does not provide an indemnity or refund of any **School Fees**:

1. Where a **Pupil** is removed from or kept away from the **School** for fear of contact with an infectious disease at the **School**.
2. For any period of absence: -
 - a) on account of any 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 **Group Policy**.
 - b) as a result of inoculations or similar preventative treatments, unless such treatment is insisted upon by the **Group Policyholder** as a result of an epidemic in the vicinity of the **School** or of the **Pupil's** residence or outbreak of an infectious disease
 - c) which has not been certified as necessary in accordance with item 2. of the Special conditions relating to claims applicable to part A: **Pupil Absence** and approved by **Us**.
 - d) after a **Pupil** has been certified as physically fit to resume attendance at the **School**, 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.
 - e) for any closure of the **School** unless due to the necessary closure of the **School** owing to an outbreak of an infectious disease amongst the **Pupils** and/or staff which renders the continuance of school work impossible.
3. Where absence within the first 24 months of first inclusion in the scheme is due to a 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.

What is covered

B: Accidental Death

ii) Fee Payer

In the event of the death of a **Fee Payer** occurring during the **Effective Time**, caused solely by accidental means and independently of any other cause, **We** will pay up to the amount stated in the **Statement of Insurance** to the **Group Policyholder** on a termly basis, for a maximum of six terms, a sum equivalent to the **School Fees** which the **Fee Payer** (or his/her estate) would otherwise have been obliged to pay the **Group Policyholder** in order that the **Group Policyholder** can provide a place for the **Pupil(s)** whose **School Fees** the **Fee Payer** was responsible for paying.

What is not covered

4. For the absence of the **Pupil** for a period of recuperation or convalescence longer than that normally consequent upon the illness and/or **Bodily Injury** in respect of which a claim is made unless the **Medical Practitioner** attending such **Pupil** certifies that he/she is not physically fit to resume attendance at the **School** without danger of permanent impairment of health.
5. For anything mentioned in the general exclusions.

B: Accidental Death

This **Group Policy** does not provide an indemnity or refund of any **School Fees**:

1. Where death is directly or indirectly consequent upon:
 - a) suicide or intentionally inflicted self-injury resulting in death
 - b) death by natural causes.
2. Where the **Fee Payer** is aged seventy years or older at the date of death.
3. Under B ii), reimbursement of **School Fees** already paid.
4. For anything mentioned in the general exclusions

Special conditions relating to claims

A: Temporary Pupil Absence

1. The **Fee Payer** must provide invoices and receipts for all **School Fees** claimed for.
2. **Pupil** absences due to illness or **Bodily Injury** exceeding 14 consecutive days must be certified by a **Medical Practitioner** on the claim form. For absences less than 14 consecutive days the signed confirmation by an authorised member of the **Group Policyholder's** staff will be sufficient. **We** shall on **Our** request be supplied at the **Fee Payer's** expense with such further information from the **Medical Practitioner** attending the **Pupil** as appears to **Us** to be necessary.
3. The maximum amount recoverable in respect of any refund of **School Fees** in regard to any one illness, or series of related illnesses, of a **Pupil** shall be 280 days calculated from the first day of absence. This maximum shall apply to the whole time the **Pupil** is insured under this **Group Policy** at the **Insured School** and not to the **Period of Insurance** shown in the **Statement of Insurance**. The maximum 280 days shall continue to apply should the **Pupil** be withdrawn from the **School** owing to the medical condition or leave the **School** and then be insured at a different school also offering the same **Group Policy** provided by **Us**.
4. The maximum indemnity recoverable in respect of any refund of **School Fees** shall be pro-rata to the actual time away from the **School** or in respect of a boarding **Pupil**, classes at the **School**. The amount payable for each full day of absence will be calculated by dividing the actual number of days in the term (including weekends and half term breaks), as declared by the **Group Policyholder** into the **Pupil's School Fees** for that term. Medical fees including but not limited to doctors and consultants borne by the **Group Policyholder** or **Fee Payer** in preparing a claim under this insurance are excluded from any calculation.
5. If a **Pupil** is absent from the **School** due to stress, anxiety, depression or any other mental or nervous disorder the **Fee Payer** must obtain and provide a medical certificate from a consultant specialising in the relevant field.
6. In the case of closure of the **School** premises the necessity for such closure and the period for which the **Insurers** shall be liable to indemnify the **Fee Payer** for payment of **School Fees** shall be determined by agreement between the medical attendant of the **School** and a **Medical Practitioner** nominated by **Us** subject to the **Franchise Period** as stated in the **Statement of Insurance** and failing agreement between **Us** and them by an arbitrator. It is an essential condition of this insurance that full particulars as to the cause and circumstances of the closure shall be forwarded immediately to **Us**.
7. Claims for payment of **School Fees** must be submitted to **Us** immediately the **Pupil** is certified as fit to return to the school premises or, in the event of withdrawal due to the **Pupil's** injury or illness, immediately after the withdrawal is notified to the **Group Policyholder**. Claims for each term are dealt with separately and must in any case be submitted not later than 30 days after the close of the term to which they relate.
8. Once an absence claim for more than 30 consecutive days has been agreed by **Us** further related absences during the period of rehabilitation will be deemed to be a continuation of the same claim provided they are certified by a **Medical Practitioner**.

B: Accidental Death

1. Claims must be submitted to **Us** within three months of death.

Section 2 - Redundancy of Fee Payer

What is covered

If the **Fee Payer** is made redundant and is unable to pay the appropriate fee to the **Group Policyholder**, **We** will pay up to the equivalent of one **School** term's fee to the **Group Policyholder** which the **Fee Payer** would otherwise have been obliged to pay, in order for the **Group policyholder** to provide a place for the **Pupil** to enable their continued studies at the **School**.

What is not covered

1. Any claim where the **Fee Payer's** loss of employment;
 - a. Does not meet the policy definition of **Redundancy**
 - b. Is voluntary, agreed, elective or by mutual consent
 - c. Arises from resignation, retirement, contract expiry, dismissal or termination for cause (i.e. misconduct or disciplinary action)
2. Any **Redundancy** where, at the start of cover or at the time of enrolment of the **Pupil**;
 - a. Notice of **Redundancy** had already been given
 - b. The **Fee Payer** was aware of impending **Redundancy**
 - c. **Redundancy** was reasonably foreseeable due to business circumstances
3. Self-employed persons
4. Partners or directors of their own business
5. Fixed term or temporary contracts ending naturally
6. Casual, seasonal, or zero-hours employment
7. Anything mentioned in the general exclusions

Section 3 - Boarders Extension

What is covered

We will indemnify the Insured **School** for the boarding and lodging portion of the **School Fees** that they refunded to the **Fee Payer**, when a **Pupil** who is ordinarily a boarder, returns to the **School** permanently as a day **Pupil** following a period in which the **Pupil** was unable to attend the **School** due to illness or **Bodily Injury**.

Cover under this extension will apply only:

1. On the recommendation of an independent **Medical Practitioner**, and
2. Immediately following a period for which a valid claim has been made under this policy

Indemnity will be provided until the end of the **School** term in which the **Pupil** resumes attendance as a day **Pupil**. The amount payable will be calculated as the difference between the applicable boarding rate and the day rate for each day during that term, in which the **Pupil** attends the **School** as a day **Pupil**.

What is not covered

1. A **Pupil** electing to change from boarding to day **Pupil** status for reasons other than illness or **Bodily Injury**
2. A change in boarding status not certified as medically necessary by an independent **Medical Practitioner**
3. A **Pupil** being required or advised to cease boarding due to behavioural, disciplinary, pastoral, safeguarding or academic issues
4. Closure of boarding facilities, reduced capacity or any administrative or operations decisions made by the insured **School**
5. Any condition, illness or injury for which the **Pupil** was already attending as a day **Pupil** or was medically advised to do so prior to the period of absence giving rise to the claim
6. Anything mentioned in the general exclusions

Section 4 - Withdrawal of Pupil

What is covered

If a **Pupil** is withdrawn from the **School** during the **Period of Insurance** for any reason, other than disciplinary reasons, **We** will pay up to 50% of the balance of unpaid **School Fees** which are legally required to be paid to you, for the term following the one in which the **Pupil** is withdrawn or failed to return after a vacation. Providing that you receive less than one term of notice of such withdrawal.

The most **We** will pay is 50% of one term of **School Fees** for each withdrawn **Pupil**.

What is not covered

1. Any withdrawal resulting from a **Pupil** or **Fee Payer** flying as a pilot or aircrew or participating in any other aerial activities, other than travel by commercial airlines as a passenger
2. Any withdrawal resulting from pregnancy or childbirth
3. Any withdrawal of a **Pupil** arising from:
 - a. Suspension
 - b. Expulsion
 - c. Any other disciplinary action taken by the **School**
4. Any withdrawal where one full term's notice or more was given, regardless of the reason for withdrawal
5. Withdrawal resulting from:
 - a. Non-payment of fees by the **Fee Payer**
 - b. Breach of the **School's** contractual terms and conditions by the **Fee Payer** or **Pupil**
6. Anything mentioned in the general exclusions

Section 5 - Expulsion of Pupil

What is covered

If a **Pupil** is withdrawn from the **School** during the **Period of Insurance** for disciplinary reasons, **We** will indemnify the **School** the balance of unpaid **School Fees** legally required to be paid to you for the term following the one in which the **Pupil** was withdrawn. Providing that you do not receive payment for the notice period and that within such period, the **Pupil's** place is not filled.

The most **We** will pay is one term of **School Fees** for each withdrawn **Pupil**

What is not covered

1. If the **School** fills the **Pupil's** place (including temporarily or permanently) at any time during the period for which the indemnity is being claimed
2. Any expulsion that is not carried out in accordance with the **School's** formal disciplinary policy and procedures, or where the expulsion has been overturned on appeal
3. If the **Pupil** is withdrawn voluntarily, including where the withdrawal occurs:
 - a. Before any disciplinary process is completed, or
 - b. In lieu of formal expulsion
4. Where a **Pupil** has been withdrawn for reasons other than disciplinary action, including:
 - a. Academic performance
 - b. Pastoral/welfare concerns
 - c. Parental disagreement with **School** policy
 - d. Relocation of the family
 - e. Financial circumstances of the **Fee Payer(s)**
5. Anything mentioned in the general exclusions

Section 6 - Mental Health Assistance

What is covered

If **We** have paid a valid claim for absence under this policy, which results in the **Pupil** having a form of mental disorder which has been medically diagnosed by a Doctor, we will pay the **Fee Payer** up to the amount(s) stated in the **Statement of Insurance** for the reasonable expenses necessarily incurred for Psychotherapy and Psychiatry provided by a registered psychiatrist or clinical psychotherapist.

What is not covered

1. Any treatment that has not been recommended by a registered **Medical Practitioner** or without medical consent
2. Any treatment provided by:
 - a. Unregistered, unlicensed or non-regulated psychiatrists/psychotherapists
 - b. Alternative therapy providers (e.g. hypnotherapy, holistic therapies)
 - c. The **Fee Payer** or member of the **Fee Payer's** family, unless they are a doctor and has been referred into us for agreement
3. Any treatment for:
 - a. Pre-existing mental health conditions
 - b. Depression, anxiety, PTSD or similar conditions not related to the reason for the absence claimed under this policy
4. Any costs for:
 - a. Travel to and from treatment sessions
 - b. Accommodation, meals or childcare
5. Anything mentioned in the general exclusions

How to make a complaint

We aim to provide a high level of service and pay claims fairly and promptly under the terms of this **Group Policy**.

If the **Group Policyholder** and/or a **Fee Payer** are unhappy with any aspect of **Our** service, please contact, in the first instance the person who originally dealt with the enquiry. Alternatively the **Group Policyholder** or a **Fee Payer** can contact **Us** by:

By Post: The Complaints Manager
Howden UK Brokers Limited
Unit 2 Des Roches Square
Witney
United Kingdom
OX28 4LE

By Phone: 01732 389915

By Email: complaints.hubl@howdeninsurance.co.uk

If **We** have given the **Group Policyholder** or a **Fee Payer** **Our** final response and they remain dissatisfied they have the right to ask the Financial Ombudsman to review their case. The Ombudsman can be contacted at the following address:

The Financial Ombudsman Service

Exchange Tower

London

E14 9SR

United Kingdom

Telephone 0800 023 4567 or

From outside the UK: + 44 20 7964 0500

Fax: 020 7964 1001

Please note the **Group Policyholder** or **Fee Payer** have six months from the date of **Our** final response in which to refer their complaint to the Ombudsman. Contacting the Ombudsman will not affect their right to take legal action against **Us**.

Compensation Scheme

Zurich Insurance Company Ltd is a member of the Financial Services Compensation Scheme (FSCS). The FSCS is a safety net for customers of financial services firms should they not be able to meet their liabilities and the **Group Policyholder** and/or **Fee Payer** may be entitled to claim compensation in such event. Further information can be obtained from the FSCS.

Their contact details are Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU, United Kingdom

Website: www.fscs.org.uk

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