

Pupil Based Scheme Parent/Staff Information

School Fees Remission Academic Year 2020~2021

Shebbear College

Group Policy Number: 9483626

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School fees insurance for independent schools

Insurance product information document



Company: Hiscox Underwriting Ltd

Product: School fees insurance for independent schools

Authorised and regulated in the UK by the FCA – register number 308922

This document provides a summary of the key information relating to this school fees insurance policy. Complete pre-contractual and contractual information on the product is provided in the full policy documentation.

What is this type of insurance?

This is a school fees insurance policy. This insurance is intended to meet the demands and needs of school fee payers who want cover for contractually payable school fees if the pupil is unable to attend school due to an accident, illness or closure of the school, or following the accidental death of the pupil or fee payer.



What is insured?

We will cover school fees the fee payer is legally liable to pay to the education establishment during any absence of the pupil from school due to:

- ✓ the pupil's accidental bodily injury or illness; or
- ✓ an outbreak of a human infectious or human contagious disease at the education establishment, which forces the full or partial closure of the establishment.

We will also cover school fees the fee payer is legally liable to pay to the education establishment if:

- ✓ the fee payer suffers an accidental death;
- ✓ the pupil suffers an accidental death; or
- ✓ the pupil is withdrawn from the education establishment.

For cover following the accidental death or withdrawal of a pupil, we will make the payment of fees directly to the education establishment.



What is not insured?

- ✗ Withdrawal of a pupil, other than for disciplinary reasons, if the education establishment is given more than one term's notice that the pupil will be withdrawn.
- ✗ Withdrawal of a pupil for disciplinary reasons, unless the pupil received tuition at the education establishment and their place has not been filled by the date of their withdrawal.
- ✗ For any absence:
 - of a day pupil, unless their continuous absence equals or exceeds the minimum absence period;
 - of any boarding pupil from their classes unless their continuous absence equals or exceeds the minimum absence period;
 - lasting 14 days or longer, which has not been validated by a qualified medical professional;
 - caused by any condition or defect suffered by a pupil which was present at birth;
 - due to a pupil receiving an inoculation or other preventative treatment, unless required by the establishment to counter a disease outbreak;
 - due to any defect or condition for which the pupil has received a diagnosis, treatment or advice prior to their first policy with us;
 - due to any undiagnosed defect or condition under investigation prior to the pupil's first policy with us; or
 - longer than a medical practitioner considers necessary for the pupil's condition.
- ✗ The death of a fee payer who is:
 - aged 80 or over; or
 - trustee of a fund.
- ✗ Absence, death or withdrawal resulting from:
 - pregnancy or childbirth;
 - a pupil or fee payer deliberately exposing themselves to danger;
 - a pupil whilst on active service in the armed forces;
 - a pupil or fee payer flying as a pilot or aircrew, or any other aerial activities, other than travel as a commercial passenger.
- ✗ Absence, death or withdrawal resulting from or in connection with war, terrorism or nuclear risks.
- ✗ If the education establishment's activities are permanently discontinued or it becomes insolvent.
- ✗ Any claim or loss resulting from or in connection with coronavirus, severe acute respiratory syndrome coronavirus 2, or the fear or threat of such disease.



Are there any restrictions on cover?

- For death, accident and illness, we will pay school fees up to the lesser of 18 months or five terms. For boarding pupils, we will pay up to 90% of the amount.
- For closure due to disease outbreak, we will pay up to two weeks' school fees.
- For withdrawal of a pupil for disciplinary reasons, we will pay school fees from the date of expulsion to the end of that term.
- For withdrawal of a pupil for any other reason, we will pay 75% of the school fees from the date of withdrawal to the end of that term.



Where am I covered?

At the education establishment.



What are my obligations?

- The education establishment must take care when answering questions and ensure that all information is accurate and complete.
- The education establishment must let us know if the information provided changes.
- The fee payer and pupil must take reasonable care to prevent accident, injury and damage.
- The fee payer or education establishment must tell us as soon as possible about any claim or loss.
- Any injured pupil must see a suitably qualified medical practitioner as soon as possible after suffering an injury and follow and advice they are given.



When and how do I pay?

Payment is made to the education establishment, together with the payment of school fees.



When does the cover start and end?

From 1 September 2020, or later if you do not take cover out until a later date, until 31 August 2021, both days inclusive.



How do I cancel the contract?

The education establishment can cancel the policy by giving 60 days' written notice. We will confirm the cancellation to the education establishment in writing. You can cancel the policy for any reason within the 14 days of receiving confirmation of cover documents. Provided no claim has been made, the education establishment will refund the premium to you in full.

How to make a claim

If you suffer a loss and may need to make a claim you should contact us as soon as possible.

For all claims you will need to provide your Hiscox policy number and full details of the claim, including the date, amount claimed and circumstances.

Complaints procedure

If you have a complaint, you can contact us using the details below and we will ensure your complaint is directed to the relevant provider's complaints handling department.

Hiscox Customer Relations
The Hiscox Building
Peasholme Green
York YO1 7PR
United Kingdom

By phone: 0800 116 4627

By phone from mobiles or abroad: +44 (0)1904 681198

By email: customer.relations@hiscox.com

If you are not satisfied with the way your complaint has been handled, you may ask the Financial Ombudsman Service to review your case without affecting your statutory rights. Full details are available at www.financial-ombudsman.org.uk.

Governing law

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which your main residence is situated. We are covered by the Financial Services Compensation Scheme (FSCS). If we cannot meet our obligations you may be entitled to compensation from the scheme. Full details are available at www.fscs.org.uk.

Our services

This is a statement of the terms of business on which we agree to act and contains details of our regulatory and statutory responsibilities under the supervision of the Financial Conduct Authority. If you have any questions, please advise your usual contact in the first instance who will be pleased to assist you.

About us

Hiscox Underwriting Ltd, registered in England no. 02372789, at 1 Great St Helen's, London EC3A 6HX is authorised and regulated by the Financial Conduct Authority. Our FS Register number is 308922. You can check this on the FS's Register by visiting website <https://register.fca.org.uk/>. The FCA is the independent watchdog that regulates financial services. Hiscox Ltd indirectly owns 100% of Hiscox Underwriting Ltd and Hiscox Insurance Company Limited.

Our relationship with you

We only offer Hiscox insurance products. These are underwritten by Hiscox Underwriting Ltd (the intermediary) on behalf of Hiscox Insurance Company Limited (an insurer), Hiscox SA (an insurer) and partner insurers for certain parts of the cover (these will be set out in the policy schedule). We act as agent for the insurers in undertaking certain responsibilities and therefore will not be acting as an independent insurance intermediary.

Hiscox Underwriting Ltd receives commission for this from Hiscox Insurance Company Limited and Hiscox SA. If you purchase a policy that is serviced or underwritten by a third party, we will set the price you pay for this policy which will be made up of the base cost from the supplier along with an element of profit and administration costs. In addition to this we may receive a profit share from the third party. We do not charge a separate fee for arranging the insurance.

At your request we will endeavour to arrange cover based on the information you have provided. While we will provide you with information on the cover offered, you will not receive advice or a recommendation from us. Any quote documentation we provide to you is based on the information you provide us. You should check to confirm this is correct and advise us of any changes required.

Table of limits	
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School fees	Up to five continuous terms or 18 months' worth of school fees, whichever the lesser, calculated from the first day of absence, per pupil
Minimum absence period	Four consecutive days commencing from the first day of absence for a pupil, or three consecutive days commencing from the first day of absence for a boarding pupil. This applies to each and every loss

Additional cover (in addition to the overall benefit insured above)	
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Accidental death of a fee payer	Up to five consecutive terms' worth of unpaid school fees for each affected pupil
Accidental death of a pupil	Up to five consecutive terms' worth of unpaid school fees for each deceased pupil
Withdrawal of a pupil	Up to one term's worth of unpaid school fees for each withdrawn pupil where the pupil is withdrawn due to disciplinary reasons, or up to 75% of one term's worth of unpaid school fees for each withdrawn pupil for any other reason

The General terms and conditions and the following terms and conditions all apply to this section.

Special definitions for this section

Accident	A sudden, unexpected, specific event occurring at an identifiable time and place during the period of insurance .
Boarding pupils	Any pupil who also usually resides there during term time.
Accidental bodily injury	An identifiable physical injury to a pupil which is caused by a sudden, unexpected, specific event occurring at an identifiable time and place during the period of insurance and which results in the pupil's temporary disablement within 12 calendar months of the date of the event.
Daily rate	The percentage produced by dividing the number of days that an insured pupil is absent during a term by the total number of days in that term.
Day pupil	Any pupil who is not a boarding pupil .
Disease outbreak	An outbreak of a human infectious or human contagious disease at the education establishment during the period of insurance .
Fee payer	The person or persons who have entered into a contractual obligation with the education establishment to pay school fees for the attendance of a pupil at the education establishment , including their next of kin or legal guardian in the event of a fee payer's death.
Illness	Illness, sickness or disease which first manifests itself during the period of insurance and which results in the pupil's temporary disablement.
Minimum absence period	The time period stated in the schedule as the 'minimum absence period', being the minimum period for which a pupil must be absent in order for school fees to be paid under this section.
Next of kin	A person's closest living relative or relatives.
School fees	The value of fees the education establishment has agreed and charged to a fee payer for the attendance of a pupil at the education establishment , calculated on a per term basis.

What is covered

We will pay the **fee payer** up to the amount shown in the schedule for **school fees** that the **fee payer** is legally required to pay to the **education establishment**, for the period of a **pupil's** absence from the **education establishment** which is solely and directly caused by:

Pupil accident and illness	a pupil's accidental bodily injury or illness ; or
School closure because of disease outbreak	a disease outbreak which forces the closure of all or part of the education establishment .
Additional cover	The following are also provided up the amount shown in the schedule:
Accidental death of a fee payer	If a fee payer suffers an accident and dies as a result of it within 12 months, we will pay the fee payer for school fees they are legally required to pay to the education establishment .
Accidental death of a pupil	In the event of an accident which causes accidental bodily injury to a pupil and which results in the death of that pupil , we will pay the education establishment any school fees which the fee payer is legally required to pay to the education establishment .

Withdrawal of a pupil

In the event of a withdrawal of a **pupil** during the **period of insurance**, we will pay the **education establishment** any **school fees** which the **fee payer** is legally required to pay to the **education establishment**, provided:

1. that for withdrawal other than for disciplinary reasons, the **education establishment** receives less than one term of notice that the **pupil** will be withdrawn;
2. that for withdrawal for disciplinary reasons:
 - a. the **pupil** received tuition at the **education establishment**; and
 - b. the **pupil's** place has not been filled within one term of the date of their withdrawal.

What is not covered

We will not make any payment:

Absence

for absence:

- a. of any **day pupil** from the **education establishment** unless their continuous absence equals or exceeds the **minimum absence period** shown in the schedule;
- b. of any **boarding pupil** from their classes at the **education establishment** unless their continuous absence equals or exceeds the **minimum absence period** shown in the schedule;
- c. lasting 14 days or longer which has not been referred to and validated by a suitably qualified medical professional;
- d. caused by any condition or defect, suffered by a **pupil**, which existed at birth;
- e. as a result of a **pupil** receiving an inoculation or other preventative treatment, unless the **education establishment** insist on such measures to counter a **disease outbreak**;
- f. due to any physical defect, infirmity or medical condition for which the **pupil** has received a diagnosis, treatment or advice prior to **pupil's** first policy, provided there has been no break in cover in all following policies issued by **us**. This also includes any undiagnosed physical defect, infirmity or medical condition under investigation prior to the **pupil's** first policy, provided there has been no break in cover in all following policies issued by **us**; or
- g. which continues longer than the **pupil's** suitably qualified medical practitioner deems necessary for the **pupil's** medical condition. However, this exclusion will not apply if that medical practitioner confirms the **pupil** is not medically fit to attend the **education establishment** without risk of permanent impairment to their health.

Fee payer

2. for the death of any **fee payer** who is:
 - a. aged 80 years or older; or
 - b. a trustee of a fund from which **school fees** are paid for the **pupil**.

Other exclusions

3. for absence, death or withdrawal resulting from:
 - a. pregnancy or childbirth.
 - b. a **pupil** or **fee payer** deliberately exposing themselves to exceptional danger unless trying to save a human life.
 - c. a **pupil** while on **active service** as a member of any armed forces.
 - d. a **pupil** or **fee payer** flying as a pilot or aircrew or any other aerial activities other than travel by commercial airlines as a passenger.
4. for absence, death or withdrawal directly or indirectly caused by, resulting from or in connection with:
 - a. **war**, but only where at the time of a **pupil's** or **fee payer's** departure for travel, the British Foreign and Commonwealth Office advise against all but essential travel to the final destination or the location of any scheduled stop between the original point of departure and the final destination;

- b. **terrorism or nuclear risks;**
- 5. if the **education establishment's activities** are discontinued permanently or if a liquidator or receiver is appointed.
- 6. for any claim, loss or expense directly or indirectly arising out of , contributed to by, or in connection with:
 - a. coronavirus (COVID-19);
 - b. severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
 - c. any strain, mutation, virus, complex or syndrome that is related to SARS-CoV-2; or
 - d. any fear or threat of 1. to 3. above.

How much we will pay

We will pay up to the **amount insured** unless limited below or shown in the schedule.

The amount **we** pay for each item will be calculated as follows:

Pupil accident and illness

The sum produced by applying the **daily rate** to the **school fees** for the term during which the **pupil** was absent.

The most **we** will pay for any **pupil** absence under this section is five continuous terms or 18 months' worth of **school fees**, whichever the lesser, calculated from the first day of absence.

The most **we** will pay for **boarding pupils** is limited to 90% of the refund calculated.

School closure because of disease outbreak

The sum produced by applying the **daily rate** to the **school fees** for the term during which the **pupil** was absent.

The most **we** will pay for any **pupil** is up to two weeks of **school fees** calculated by applying the **daily rate** to the **school fees** for the term.

The most **we** will pay for any **boarding pupil** is up to two weeks of **school fees** calculated by applying the **daily rate** to the **school fees** for the term.

Additional cover

Accidental death of a fee payer

The most **we** will pay is up to five consecutive terms worth of **school fees** for each affected **pupil**.

Accidental death of a pupil

The most **we** will pay is up to five consecutive terms worth of **school fees** for each deceased **pupil**.

Withdrawal of a pupil

If a **pupil** is withdrawn from the **education establishment** for disciplinary reasons, **we** will pay the **education establishment** the balance of unpaid **school fees** from the date of expulsion to the end of the current term. The most **we** will pay is one term of **school fees** for each withdrawn **pupil**.

If a **pupil** is withdrawn from the **education establishment** for any other reason, **we** will pay the **education establishment** up to 75% of the balance of unpaid **school fees** from the date of withdrawal to the end of the current term. The most **we** will pay is 75% of one term of **school fees** for each withdrawn **pupil**.

Your obligations

We will not make any payment under this section unless:

1. the **fee payer** or **education establishment** notifies **us** promptly of anything that could result in a covered loss under this section of the **policy**; and
2. in respect of any injured **pupil**, reasonable efforts are taken to ensure that every injured **pupil** sees a suitably qualified medical practitioner as soon as possible after suffering an injury and follows any medical advice they are given.

The General terms and conditions and the following terms and conditions all apply to this section.

Special definitions for this section

Business	The education establishment's business or profession as shown in the schedule.
Crisis	A time of severe difficulty in the education establishment's activities or danger to the education establishment's business as a result of an insured incident that could, if left unmanaged, cause adverse or negative publicity or of media attention to the education establishment or their business .
Crisis containment costs	Reasonable and necessary costs incurred in utilising the services of the crisis containment provider to limit or mitigate the impact of a crisis .
Crisis containment provider	The person or company named in the schedule.
Insured incident	An incident, act or problem that in the education establishment's good faith opinion could potentially give rise to a covered claim being made by the education establishment or a beneficiary under any other section of this policy .
Working hours	The hours between 09:00 and 17:00 on any day other than Saturday, Sunday or a public holiday.

What is covered

Crisis containment costs	We will pay crisis containment costs incurred within the geographical limits with our prior written consent as a direct result of a crisis commencing during the period of insurance .
Outside working hours discretionary crisis mitigation costs	We will also pay crisis containment costs incurred within the geographical limits without our consent in carrying out immediate work outside of working hours to limit or mitigate the impact of the crisis . Any such work done by the crisis containment provider will not be confirmation of cover under this or any other section of this policy .

What is not covered

- We** will not make any payment for:
1. **crisis containment costs** relating to any claim or part of a claim not covered by this **policy**.
 2. costs which are covered under any other section of this **policy**.
 3. any **crisis containment costs** directly or indirectly due to:
 - a. any incident, act, investigation or problem that affects the **education establishment's** profession or industry; or
 - b. governmental regulations which affect another country or the **education establishment's** profession or industry; or
 - c. any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America; or
 - d. socioeconomic changes or business trends which affect the **education establishment's business** or the **education establishment's** profession or industry.

How much we will pay

The most **we** will pay under this section is the amount shown in the schedule, irrespective of the number of **crises** or **insured incidents**. **We** will pay the **crisis containment provider** directly for **crisis containment costs** covered under this section of the **policy**.

All **crises** arising from the same original cause, a single source or a repeated or continuing problem will be regarded as one **crisis**. This includes such **crises** arising after, as well as during, the **period of insurance**.

Your obligations

We will not make any payment under this section unless **you** notify any **crisis** in accordance with either of the following:

If a crisis arises during working hours

1. If the **education establishment** first becomes aware of the **crisis** during **working hours** the **education establishment** must notify **us** of it immediately by phoning **us** on the number stated in the schedule.

We will then determine if the incident, act or problem that the **education establishment** has notified would give rise to a covered claim under any other section of this **policy**. If **we** determine this to be the case then **we** will contact the **crisis containment provider** to assist the **education establishment** in the management of the **crisis**.

If **we** determine that the incident, act or problem that the **education establishment** have notified would not result in a covered claim under any other section of this **policy** then **we** will not make any payment under this section.

The **education establishment** must co-operate fully with **us**, the **crisis containment provider** and any of **our** representatives in the management of the **crisis**.

If a crisis arises outside of working hours

2. If the **education establishment** first becomes aware of the **crisis** outside of **working hours** the **education establishment** must notify the **crisis containment provider** immediately by phoning them on the number stated in the schedule. The **education establishment** must also notify **us** of the **crisis** as soon as possible within **working hours** by telephoning the number stated in the schedule.

The **education establishment** must co-operate fully with the **crisis containment provider** in the management of the **crisis**.

Please read this wording, together with any **endorsements** and the schedule, very carefully. If anything is not correct, please notify **us** immediately.

This wording is fully protected by the laws of copyright. No unauthorised use or reproduction is permitted.

Our promise to you

In return for the premium **you** have paid, **we** agree to insure **you** in accordance with the terms and conditions of the **policy**.



Ben Horton
CUO, Hiscox Underwriting Ltd

Complaints procedure

Hiscox aims to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times Hiscox are committed to providing **you** with the highest standard of service. If **you** have any concerns about **your policy** or **you** are dissatisfied about the handling of a claim and wish to complain **you** should contact Hiscox at:

Hiscox Customer Relations
The Hiscox Building
Peasholme Green
York YO1 7PR

by telephone: 01904 681 198 or 0800 116 4627

by email: customer.relations@hiscox.com

Where **you** are not satisfied, **you** also have the right to refer **your** complaint to the Financial Ombudsman Service. For more information regarding the scope of the Financial Ombudsman Service, please refer to www.financial-ombudsman.org.uk.

General definitions	Words shown in bold type have the same meaning wherever they appear in this policy . The words defined below are used throughout this policy . Any other definitions are shown in the section to which they apply.
Active service	Direct participation in military operations.
Aon	Aon UK Limited, the insurance intermediary who has arranged this insurance on our behalf.
Asbestos risks	<ol style="list-style-type: none">The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; orexposure to asbestos, asbestos fibres or materials containing asbestos; orthe provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos.
Beneficiary	<ol style="list-style-type: none">each 'covered pupil' or 'parent or legal guardian' as defined in the property – personal belongings insurance section of this policy;each 'insured person' as defined in the personal accident insurance for independent school pupils and staff section of this policy; andeach 'fee payer' as defined in the school fees insurance for independent schools section of this policy.
Communicable disease	Any communicable, infectious, or contagious disease, Including any related variation, strain, virus, complex or syndrome.
Confiscation	Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.
Date recognition	Any failure by any equipment (including any hardware or software) to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date.
Education establishment	The insured shown in the schedule.
Endorsement	A change to the terms of the policy .
Excess	The amount you must bear as the first part of each agreed claim or loss.
Geographical limits	The geographical area shown in the schedule.
Nuclear risks	<ol style="list-style-type: none">Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above;all operations carried out on any site or premises on which anything in a. or b. above is located.
Parent or legal guardian	The person with parental responsibility for, or a legal guardian of a pupil falling within the definition of a beneficiary , both being in accordance with the Children Act 1989 and any subsequent replacement legislation.
Period of insurance	The time for which this policy is in force as shown in the schedule.
Policy	This insurance document and the schedule, including any endorsements.
Program	A set of instructions written in a computer language which tells a computer how to process data or interact with ancillary equipment.
Pupil	Any pupil or nursery child who is registered for attendance at the education establishment during the period of insurance .

General terms and conditions

School trips	Any domestic or overseas trip arranged for pupils by the education establishment , provided the trip commences during the period of insurance or up to 31 days after the period of insurance shown in the schedule.
Terrorism	An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that: <ol style="list-style-type: none"> is committed for political, religious, ideological or similar purposes; and is intended to influence any government or to put the public, or any section of the public, in fear; and <ol style="list-style-type: none"> involves violence against one or more persons; or involves damage to property; or endangers life other than that of the person committing the action; or creates a risk to health or safety of the public or a section of the public; or is designed to interfere with or to disrupt an electronic system.
War	War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
We/us/our	The insurers named in the schedule.
You/your	<ol style="list-style-type: none"> The education establishment named in the schedule; and each beneficiary.

General conditions	The following conditions apply to the whole of this policy . Any other conditions are shown in the section to which they apply.
Presentation of the risk	1. In agreeing to insure you and in setting the terms and premium, we have relied on the information the education establishment has given us . The education establishment must provide a fair presentation of the risk and must take care when answering any questions we ask by ensuring that all information provided is accurate and complete. A fair presentation is one which clearly discloses in a reasonably clear and accessible manner all material facts which the education establishment (including the education establishment's senior management and those responsible for arranging this insurance) know or ought to know following a reasonable search.
If you fail to make a fair presentation	2. <ol style="list-style-type: none"> If we establish that the education establishment deliberately or recklessly failed to present the risk to us fairly, we may treat this policy as if it never existed and refuse to make any payment under it. You must reimburse all payments already made by us and we will be entitled to retain all premiums paid. If we establish that the education establishment failed to present the risk to us fairly but that the education establishment's failure was not deliberate or reckless, the remedy we will have available to us will depend upon what we would have done had the education establishment made a fair presentation of the risk, as follows: <ol style="list-style-type: none"> if we would not have provided this policy, we may treat it as if it never existed and refuse to make any payment under it. You must reimburse all payments already made by us. We will refund any premiums you have paid; or if we would have provided this policy on different terms (other than as to premium), we will treat it as if it had been provided on such different terms from the start of the period of insurance. This may result in us making no payment for a particular claim or loss. You must reimburse any payment made by us that we would not have paid if such terms had been in effect.
Change of circumstances	3. The education establishment must tell us as soon as reasonably possible of any change in circumstances during the period of insurance which may materially affect this policy (a material fact or circumstance is one which might affect our decision to provide insurance or the conditions of that insurance). We may then change the terms and conditions of this policy or cancel it in accordance with the cancellation condition.

General terms and conditions

- If you fail to notify us of a change of circumstances
4. a. If **we** establish that the **education establishment** deliberately or recklessly failed to:
- i. notify **us** of a change of circumstances which may materially affect the **policy**; or
 - ii. comply with the obligation in 1. above to make a fair presentation of the risk to **us** when providing us with information in relation to a change of circumstances;
- we** may treat this **policy** as if it no longer existed from the date of such change of circumstances and refuse to make any payment under it in respect of any claim made or any loss occurring after that date. **You** must reimburse all payments already made by **us** relating to claims made or losses occurring after such date. **We** will be entitled to retain all premiums paid.
- b. If **we** establish that the **education establishment** failed to notify **us** of a change of circumstances or to make a fair presentation of the risk to **us** when providing **us** with information in relation to a change of circumstances, but that the **education establishment's** failure was not deliberate or reckless, the remedy **we** will have available to **us** will depend upon what **we** would have done had the **education establishment** fairly presented the change of circumstances to **us**, as follows:
- i. if **we** would have cancelled this **policy**, **we** may treat it as cancelled from the date that such cancellation would have been effective and refuse to make any payment under it in respect of any claim made or any incident occurring after that date. **You** must reimburse any payments already made by **us** relating to claims made or losses occurring after such date. **We** will refund any premiums **you** have paid in respect of any period after the date when cancellation would have been effective; or
 - ii. if **we** would have provided this **policy** on different terms (other than as to premium), **we** will treat it as if it had been provided on such different terms from the date when the **education establishment's** circumstances changed. This may result in **us** making no payment for a particular claim or loss.
- Reasonable precautions
5. **You** must take reasonable steps to prevent accident or injury and each **pupil** must take reasonable steps to protect that **pupil's** property against loss or damage. Each **pupil** must keep any property insured under this **policy** in good condition and repair. **We** will not make any payment under this **policy** in respect of any incident occurring whilst **you** are not in compliance with this condition unless **you** can demonstrate that such non-compliance could not have increased the risk of the loss, damage, accident or injury occurring in the circumstances in which it occurred.
- Declaration reporting
7. The **education establishment** must submit a declaration to **Aon** within one month of the start of each school term as defined in the information pack that **Aon** have provided to the **education establishment**. The declaration must be fully populated with all the information requested in the declaration template that **Aon** have provided to the **education establishment**. **We** will then assess whether any additional premium is required from the **education establishment** for that school term.
- Premium payment
6. **We** will not make any payment due to the **education establishment** under this **policy** until the **education establishment** has paid the premium. **We** will not withhold payment due to any **beneficiary** due to non-payment of the premium.
- Cancellation
7. The **education establishment** or **we** can cancel the **policy** by giving 60 days' written notice.
- We** will confirm the cancellation to the **education establishment** and any relevant **beneficiary** in writing.
- We** will give the **education establishment** a pro-rata refund of the premium for the remaining portion of the **period of insurance** after the effective date of cancellation for which the **education establishment** has already paid.
- Multiple insureds
8. The most **we** will pay is the relevant amount on the schedule, regardless of the number of claims or **beneficiaries**.
- You** agree that the **education establishment** is authorised to receive all notices and agree any amendments to the **policy**.
- Aggregate limit
9. Where this **policy** specifies an aggregate limit, this means **our** maximum payment for all relevant claims or losses covered under the **policy** during the **period of insurance**.

General terms and conditions

If the **period of insurance** is continuous, the aggregate limit will apply to all relevant claims or losses covered under the **policy** during the 12 months from the date the continuous cover starts. Each aggregate limit will be reinstated to the level shown in the schedule at each anniversary.

Rights of third parties	10. You and we are the only parties to this policy . Nothing in this policy is intended to give any person any right to enforce any term of this policy which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
Other insurance	11. We will not make any payment under this policy where you would be entitled to be paid under any other insurance if this policy did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this policy not been effected. If such other insurance is provided by us the most we will pay under this policy will be reduced by the amount payable under such other insurance.
Cover under multiple sections	12. Where you are entitled to cover under more than one section of the policy in respect of the same claim or loss, or any part of a claim or loss, we shall only provide cover under one section of the policy , being the section that provides the most advantageous cover to you or the party entitled to cover.
Governing law	13. Unless some other law is agreed in writing, this policy will be governed by the laws of England.
Arbitration	14. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.

General claims conditions

The following claims conditions apply to the whole of this **policy**. **You** must also comply with the conditions shown in each section of the **policy** under the heading **Your obligations**.

Your obligations	<p>1. We will not make any payment under this policy unless you:</p> <ul style="list-style-type: none"> a. give us prompt notice of anything which is likely to give rise to a claim under this policy in accordance with the terms of each section; and b. give us, at your expense, any information which we may reasonably require and co-operate fully in the investigation of any claim under this policy. <p>2. You must:</p> <ul style="list-style-type: none"> a. make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim; and b. give us all assistance which we may reasonably require to pursue recovery of amounts we may become legally liable to pay under this policy, in your name but at our expense. <p>If you fail to do so, you shall be liable to us for an amount equal to the detriment we have suffered as a result of your failure to comply with this obligation, which we may deduct from any payment we make under this policy.</p>
Fraud	<p>3. If you, or anyone else entitled to cover in respect of any claim or loss, or anyone on behalf of you or such other person, tries to deceive us by deliberately giving us false information or making a fraudulent claim under this policy then:</p> <ul style="list-style-type: none"> a. we shall be entitled to give you notice of termination of the policy with effect from the date of any fraudulent act or claim or the provision of such false information; b. we shall be entitled to refuse to make any payment under the policy in respect of any claim made or any loss occurring after the date of any fraudulent act or claim or the provision of such false information; c. you must reimburse all payments already made by us relating to claims made or losses occurring after the date of any fraudulent act or claim or the provision of such false information; and d. we shall be entitled to retain all premiums paid.

General terms and conditions

This does not affect **your** rights in relation to any claim made or loss occurring before the date of any fraudulent act or claim or the provision of such false information.

4. Where this **policy** provides cover for any individual who, or entity that, is not a party to the **policy**, and where such an individual or entity (or anyone on their behalf) tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy**, **our** rights set out in 3. above apply only to any individual or entity that gave the false information or made the fraudulent claim.

Severability

5. When determining the applicability of the **General conditions, General claims conditions** or exclusions in each section under **What is not covered**, the act, incident or occurrence that actually or allegedly took place relating to one **beneficiary** shall not be imputed onto any other **beneficiary** or the **education establishment** provided that they neither committed nor condoned such act, incident or occurrence.

However, this does not apply in the event that the **education establishment** fails to comply with the **education establishment's** fair presentation obligations under **General conditions** 1. or 3. In such circumstances, **we** shall be entitled to assert the same remedy against all entities that would otherwise receive the benefit of cover under this **policy**

Claims / Complaint Information

How can I claim?

In the event of any circumstances which could give rise to a claim, you must give notice to Hiscox as soon as reasonably possible in writing, quoting full Policy details:

School Fees Remission

Address: Van Ameyde UK Limited, 34 The Mall, Bromley, Kent, BR1 1TS, United Kingdom

E-mail: adjusters@hiscox.com

Telephone: 0208 315 0732

Personal Accident

Address: Van Ameyde UK Limited, 34 The Mall, Bromley, Kent, BR1 1TS, United Kingdom

E-mail: adjusters@hiscox.com

Telephone: 0208 315 0732

Personal Belongings

Address: Hiscox Property Claims, 25 London Road, Sittingbourne, Kent, ME10 1PE, United Kingdom

E-mail: property.claims@hiscox.com

Telephone: 0120 677 3899

How do I make a complaint?

Our aim is to ensure that all aspects of the Insurance Scheme are dealt with promptly, efficiently and fairly. Should you wish to make a complaint, please provide details of the complaint to the School, who will in turn raise the matter with Aon.

I have a query on Cover

Should you have an enquiry in respect of the cover you have selected, please provide details of the complaint to the School, who will in turn raise the matter with Aon. We will aim to respond to all cover enquiries as promptly as possible.

Data Protection Notice

If you register to join the Insurance Policy issued to the School, you consent to us using the information we may hold about you for the purposes of providing Insurance and handling claims, if any, and to process sensitive personal data about you where this is necessary (for example health information or criminal convictions).

This may mean we have to give some details to third-parties involved in providing Insurance cover. These may include Insurance Carriers, Third-Party Claims Adjusters, Fraud Detection and Prevention Services, Reinsurance Companies and Insurance Regulatory Authorities.

Where such sensitive personal information relates to anyone other than you, you must obtain the explicit consent of the person to whom the information relates both to the disclosure of such information to us and its use by us as set out above.

The information provided will be treated in confidence and in compliance with the Data Protection Act 1998. You have the right to apply for a copy of your information (for which we may charge a small fee) and to have any inaccuracies corrected.

For training and quality control purposes, telephone calls may be monitored or recorded.