

Worksop College – Fees Refund Scheme

Effective from Winter term (September) 2022

The absence of a pupil does not lessen the cost of running the school and fees are not refundable if a pupil is unable to attend classes due to sickness or accident. The school is however, able to make refunds through the Fees Refund Scheme outlined below.

Operation of the Scheme

The contract you have with the school is for the provision of educational services. Participation in this Scheme alters that contract and entitles you to receive a refund of school fees in certain circumstances as detailed on this sheet. The school is able to refund such fees as it has taken out an insurance policy under which it can claim.

This is a scheme that you already participate in. You can discontinue your participation in this Scheme with effect from the start of any term by giving advance written notification to the school.

The termly charge payable to the school is based on the following rates applied to the termly fee:

Day Pupils 0.82%

Boarders 0.63%

Please note that the termly charge for participating in the Scheme is not an insurance premium and you are not entitled to claim directly from the school's insurance policy. The school reserves the right to vary the termly charge by giving advance notice to you.

When participation begins and ends

Your participation in the Scheme commences on the first day of term, or the date the first termly charge is paid to the school, whichever is the later. Participation ends when the pupil leaves the school, is withdrawn from the school or participation in the Scheme is discontinued. If however, the withdrawal is solely due to injury or illness of the pupil the cover ceases at the end of the term in which the pupil is withdrawn.

Refunds of fees are made for:

- 1) **Day Pupils** - Absence from the school for a period of at least 5 consecutive full days (including weekends and half term breaks) due to the pupil's illness or accident or the pupil having been in contact with an infectious disease. A Medical Practitioner must certify the necessity of any absence of 15 consecutive full days or more.
- 2) **Boarders** - Absence from school or classes for a period of at least 8 consecutive full days (including weekends and half term breaks) due to the pupil's illness or accident or the pupil having been in contact with an infectious disease. A Medical Practitioner must certify the necessity of any absence of 15 consecutive full days or more.
- 3) **The necessary closure** of the whole of or a separate house 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. There is no cover for the first 7 days of any such closure. For example, if the school should be closed for 8 days due to an outbreak of an infectious disease at the school the Scheme would, subject to terms and conditions, refund one day's fee.
- 4) **The difference between the boarding fee paid and the day fee**, calculated from the first day a boarding pupil returns to the school as a day pupil until a return to boarding or the end of that term, whichever is the sooner. This only applies on the recommendation of a Medical Practitioner and immediately following a period of absence for which a refund under the Scheme has been made.

Absence is defined as the Inability to attend all classes at the School or benefit from any Remote Learning.

Remote Learning is defined as Lessons or school work provided in circumstances where the School is operating remotely or on a distance learning basis.

General Exclusion applying to 1) – 4) above

This scheme does not cover any claim directly or indirectly caused by, contributed to or arising from any new or ongoing pandemic or epidemic of disease.

Conditions

- 1) The maximum refund under the Scheme for any one pupil for any one medical condition or series of related medical conditions is limited to 280 days calculated from the first day of absence.
- 2) A Medical Practitioner must be an independent Medical Practitioner and not a member of the pupil's immediate family.
- 3) The fee is defined as the net amount (excluding extras) a fee payer is required to pay each term for the attendance at the school of the pupil.

No refund will be made if a pupil is kept from school:

- a) due to a pupil's 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 inclusion in the Scheme, except when the pupil has been free of all related symptoms for a continuous period of 24 months after first joining the Scheme;
- b) due to fear of infection at the school;
- c) due to the pupils 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 scheme;
- d) due to inoculations or similar preventative treatments, unless such treatment is insisted upon by the school;
- e) after a pupil has been certified as physically fit to resume attendance at 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;
- f) due to injury or illness sustained through war, invasion, hostilities or acts of foreign enemies (whether war be declared or not); or
- g) due to an act of terrorism, nuclear, chemical or biological terrorism or the threat thereof.
- h) due to any new or ongoing pandemic or epidemic of disease

How to apply for a refund

- 1) **Absence from school** - ask the school for a Fees Refund Form. For an absence of 15 consecutive full days or more the appropriate section must be completed by the pupil's Medical Practitioner and the form returned to the school. Any charge or fee for completing the form is to be borne by the fee payer. Your application for a refund should not be made later than 30 days after the end of the term to which the refund relates.
- 2) **Absence from classes where the boarder is treated at school** - refunds will be dealt with automatically by the school and no action on your part is required.

Where school fees for an absence for 30 consecutive days have been refunded, further related absences during the period of rehabilitation will be deemed to be a continuation of the same period of absence provided they are certified by an Independent Medical Practitioner.

How refunds are calculated

Refunds are based on the length of absence during term time only. Fees will be refunded pro rata to the actual time away from the school or classes when the boarder is treated at school. This means that the amount payable for each full day of absence is calculated by dividing the pupil's fee for that term by the actual number of days in the term (including weekends and half term breaks).

Free place in the event of accidental death

In the event of an accident that results in the death of a person who is legally obliged to pay the school fees (other than in the capacity of a trustee of a fund from which the fees are paid) for a pupil in the Scheme, the school will maintain the pupil's place at the school free of charge for up to 6 terms following the death, provided that such person is under 70 years of age at the time of death and the death is caused solely by accidental means and independently of any other cause.

Death arising from illness, natural causes, suicide, intentionally self-inflicted injury, war, act of terrorism or nuclear, chemical or biological terrorism is not covered.

A request for a free place must be made to the school within three months of the date of death

Cancellation

You can discontinue your participation in this Scheme with effect from the start of any term by giving advance written notification to the school.

The school may cancel this Scheme at any time by giving 30 days written notice to you at your last known address.

Data Protection Act

You should understand that any information you have provided to the school, or will provide in the future, will be used by the school, in accordance with the school's privacy policy, a copy of which will be provided upon request. Such uses will include the sharing of personal data with third parties such as insurers and the Scheme Administrator, Marsh to arrange and administer insurance policies and to handle claims and complaints.

Governing law

This Scheme is governed by and in accordance with English and Welsh Laws.

Administration

The Fees Refund Scheme is administered by Marsh Ltd.

The Fees Refund Scheme is not an insurance contract.

For any further information or enquiries please contact the school.

Product Oversight and Governance and Fair Value Communication

Please note: This communication relates to the school's own Fees Refund Scheme Policy and is not intended for distribution to fee payers.

The Schools Fee Refund Scheme product is provided by Marsh as Official Managers and underwritten by us, Ecclesiastical. With effect from 1 October 2021 the Financial Conduct Authority (FCA) introduced regulatory changes that affect the way Marsh, the Official Managers of the Fees Refund Scheme, manages the Fees Refund insurance schemes operated by you. Please read this communication carefully and contact Marsh if you have any questions.

The regulations (Product Oversight and Governance and Fair Value - Policy Statement PS21/5 – General Insurance Pricing Practices) require Ecclesiastical to assess the value that their products provide to customers. Part of this assessment involves reviewing the remuneration earned by others, including the school, when they are operating this scheme.

Following an initial review of the Fees Refund Scheme it is considered that the current arrangements may lead to schools earning more income from the scheme than is reasonable relative to the assistance they provide fee payers in distributing the product. Therefore, the regulation requires a greater degree of oversight to ensure the fee payers participating in the scheme continue to receive “fair value”.

In this regard, and in order to ensure the scheme can (i) continue to play a pivotal role in protecting your pupils and supporting your proposition to existing and prospective parents/fee payers, and (ii) remain compliant with FCA regulations, it is necessary to revise the rating basis used to calculate the school's premium.

This means that from Winter Term 2022 (i.e., at the renewal date of your policy) in order to comply with the regulations, the school's earnings from the scheme should be proportionate and reasonable. On this basis we deem that the administration fee the school charges should not exceed 10% of the premium (excluding IPT) payable by the school. How this affects your policy will be advised to you separately by Marsh.

FAQ's

Can we continue on the existing basis by delaying the implementation of the new rates e.g., to lessen any impact to our financial budgets and/or to conclude any existing experience rated agreements?

The new approach has been driven by a change to the regulations applicable to the insurance sector as a whole and timelines for implementation have been set by our Regulator, the FCA. Unfortunately, it is not possible to delay their introduction beyond your September renewal date notwithstanding any impact on school budgets or existing agreements. Please note, the change in rating basis will bring to an end any existing Experience Rated agreements (if applicable).

What is meant by fair value under the regulations?

Under the regulations 'value' means the relationship between the overall price to the customer (fee payer in this example) and the quality of the product(s) and/or services provided.

Is there an alternative?

Whilst there are alternative schemes these will also need to comply with the same regulations e.g. Marsh also offers a Pupils' Absence Insurance with Ecclesiastical Insurance Office Plc as the insurers, which is a group policy administered by the School, and which provides fee payers with the ability to claim proportionate amounts of the termly fee, following the absence of pupils owing to the pupils' accident or illness.

If you would like more information on this Scheme please contact the Marsh team on **01444 335174** or email: termly.schemes@marsh.com

Do we have to apply the 10% administration fee?

No, you can choose not to charge the administration fee to fee payers and just pay the amount due for the insurance. The rate shown on your leaflet includes this 10% as standard. If you wish to exclude the admin fee, please let the Marsh team know so the rate on your leaflet can be adjusted accordingly.

Can we change the rate that we charge to the fee payers?

Increasing the rate quoted on the leaflets could contravene the regulations. However you can remove the 10% admin fee as stated above.

Has there been any change to the cover?

Whilst the basis of calculating the premium for your policy has changed there has been no change in the underlying cover provided to you.

Do we have a choice to continue as we are?

Unfortunately, as the changes are being driven by our Regulator we have no choice but to introduce them from September. As you are under no obligation to accept the revised terms offered, you may (i) choose not to renew the policy if it no longer meets your requirements or (ii) consider switching to an alternative scheme e.g. The Pupil's Absence Insurance Scheme.

Will other changes be necessary?

Possibly. The product review process is an ongoing one and further changes may be required in future. If necessary, we will issue a further communication.

Summary

From Winter Term 2022, due to regulatory changes introduced by the FCA, the remuneration allowed to schools for administering the scheme must not exceed 10% of the school's insurance premium. Premium rates have been amended to accordingly.

This change does not impact the cover or the vital role these insurance policies play in protecting your pupils and supporting your proposition to existing and prospective fee payers.

If you have any questions please do not hesitate to contact your Client Executive or the Marsh team on **01444 335174** or email: **termly.schemes@marsh.com**.



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