

# Staff Absence Policy

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1st April 2023 - 31st March 2024

## Staff Absence Policy

Policy wording and terms and conditions

This Policy does not signify a valid insurance policy has been taken out unless accompanied by a signed Schedule of Insurance.

Version 1.0.

# Section A - Introduction

## 1.0. The Insurance Document

This is a personal accident and **Sickness** contract, which, combined with the **Insurance Schedule**, contains the full insurance terms, limitations, conditions, and exclusions. Please read both documents carefully and keep them safe.

This contract together with the **Insurance Schedule** certifies that the insurance has been effected between the **Insured** and the **Insurers**. In return for payment of the **Premium** specified, the **Insurers** agree to indemnify the **Insured** in accordance with the terms and conditions contained in and endorsed on this document.

The **Policy** terms and conditions will apply to all **Policies** that have a **Start Date of Cover** or **Renewal Date** on or after the 1st April 2023 and will apply to any new or ongoing claims from this date onwards.

Throughout this contract words and phrases that appear in bold have special meaning. Please refer to "Definitions" for their meaning.

## 1.1. The Scheme Administrators

Absence Protection Limited have been authorised by the **Insurers** to carry out the marketing and administration of the scheme to **Schools**, the collection of all **Premiums** and will answer any questions concerning the **Policy**. Absence Protection Limited is registered in England number 04136959 and is authorised and regulated by the Financial Conduct Authority.

Their contact details are as follows:

Absence Protection Limited  
8 Brunel Court, Northwich, Cheshire, CW9 7LP  
Telephone: 0800 862 0077 (Sales)  
Telephone: 01565 760010 (Admin)  
Facsimile: 01565 621169  
info@absenceprotection.co.uk  
www.absenceprotection.co.uk

N.B. Telephone calls may be monitored or recorded to help maintain a quality service.

## 1.2. The Claims Department

Absence Protection Limited has a dedicated school's claims department. Claims will be negotiated and settled directly with the **Insured** by the Claims Department who act on behalf of the **Insurers** as **Claims Administrators**.

Their contact details are as follows:

Absence Protection Limited  
School Claims Department  
8 Brunel Court, Northwich, Cheshire, CW9 7LP  
Telephone: 01565 760025 (Claims)  
Telephone: 01565 760010 (Admin)  
Facsimile: 01565 621169  
info@absenceprotection.co.uk  
www.absenceprotection.co.uk

N.B. Telephone calls may be monitored or recorded to help maintain a quality service.

## 1.3. Occupational Health and Wellbeing

Smart Clinic are **Our** chosen occupational health and wellbeing provider for this **Policy**. The service provided by Smart Clinic is separate to this insurance and the cost of this is included within the total **Premium You** pay and is calculated based on a charge per **FTE** covered under this insurance.

Absence Protection have negotiated bulk discounted rates with Smart Clinic for our clients and **Schools** looking to include those not covered by this **Policy** can benefit from these discounted rates by contacting Smart Clinic directly on:

Telephone: 0800 862 0142  
Email: hello@smartclinicuk.com

## Section B - Staff Absence Cover

### 2.0. The Cover

#### 2.1. Who is covered?

All employees (**Insured Person(s)**) who are employed by the **Insured** during the **Period of Cover** are eligible, provided that this **Policy** is contracted before the **Start Date of Cover**. The list of **Insured Person(s)** must be submitted within 30 **Calendar Days**, after the **Start Date of Cover**. Employees commencing cover after the **Inception Date** must complete five consecutive **Working Days** before they are eligible for benefit and must have been notified to **Us** in accordance with Section 6.0 – Employee Notification.

#### 2.2. What is covered?

We will, subject to the terms, conditions, limitations and exclusions of the **Policy**, pay up to the **Daily Benefit** if an **Insured Person** is **Absent** from work due to the **Insured Person's Bodily Injury or Sickness**. Follow-up hospital appointments are limited to a maximum of one **Working Day**. The **Daily Benefit** will be payable from the first day of **Absence** after the **Claim Waiting Period** up to the maximum limit of days of the **Benefit Period**, the date the **Insured Person** returns to work or the expiry of the **Period of Cover**, whichever occurs first. A claim will be deemed to start on the first full **Working Day** that the **Insured Person** becomes **Absent**.

#### 2.3. Payment of Benefit

Once the **Claim Waiting Period** is over, the **Insurers** may pay the **Daily Benefit** for each further continuous **Working Day** of the **Insured Person's Absence** providing they were present (working and not **Absent**) on the **Inception Date** or the first **Working Day** of cover, whichever is the later. These payments will continue until the end of the **Benefit Period** or the date of the **Insured Person's** return to work or the expiry of the **Period of Cover**, whichever is the earlier. Where the **Policy** has been renewed, **Daily Benefits** and **Maternity Benefits** will continue per the terms and conditions agreed at **Renewal** or at the **Anniversary Date** for a **Multiyear Policy**.

Claims may be payable for the value of the **Daily Benefit** for the **Insured Person's** chosen category as stated in the **Insurance Schedule**. Part time **Insured Persons** will be paid only for **Absences** that relate to their contracted **Working Days** and hours. Benefits will only be paid for qualifying full **Working Days** of **Absence**.

Benefits will be paid for **Absences** that fall within the **Self-Certification Period** without any supporting documentation other than an Absence Protection Self-Certificate Form. Claims where the duration of the **Absence** runs beyond the **Self-Certification Period** will need to be supported by medical evidence (which may include Fitness for Work Certificates and **Doctors' Reports**) from the **Insured Person's Doctor** and **Absence** records to cover the full duration of the **Absence**. **Absence** records will not be required for **Minor Ailments**. The additional medical evidence will still be required for all **Stress/Mental Health**-related and Bereavement Reaction claims regardless of the duration of the **Absence**.

Claims for **Absence** where the **Insured Person** remains **Absent** at the time of making the claim, **Daily Benefits** will be paid following each completed full month of **Absence** until the **Insured Person** has returned to work or the **Benefit Period** has been exhausted, whichever is the earlier. In the event of cancellation, termination or contract expiry as provided for in this contract, no **Daily Benefit** will be payable under this contract in respect of any days of **Absence**, which occur after such date of termination or expiry regardless of the date of commencement of the period of **Absence**.

## Section B - Staff Absence Cover (continued)

### 2.4. Interrupted Claims

If, having claimed, the **Insured Person** returns to work but is then, within 20 **Working Days** of the end of the previous period of **Absence**, **Absent** again as a direct or indirect result of the original **Bodily Injury or Sickness**, the **Insurers** will treat this as being all part of the same claim (subject to the existing terms and conditions). Although the **Claim Waiting Period** will not be re-imposed, the **Insurers** will take into account the amount of benefit already paid when they calculate the maximum **Benefit Period** for the claim as a whole and when calculating the number of days that fall within the **Self-Certification Period**.

### 2.5. Maternity Benefit

If this cover has been selected and paid for, the **Insurers** will indemnify the **Insured** with the **Maternity Benefit** chosen and as stated in the **Insurance Schedule**.

#### A. Maternity Lump Sum (Non-Return Dependent)

Support staff benefit will be as stated in the **Insurance Schedule** (maximum selectable 50% of the chosen teacher benefit). Benefits will be subject to the **Insured** staff member's **FTE**. Upon notification of pregnancy by an **Insured Person**, **You** must notify the **Claims Administrator** without delay and in any event no later than 26 weeks from conception.

Benefits are payable for **Insured Persons** who became pregnant after the **Start Date of Cover** or who became pregnant following their appointment to the list of **Insured Persons** in subsequent years.

The benefit will be paid as a lump sum following confirmation of the permanent return to work (the date specified in the special condition on your insurance schedule) or resignation of the **Insured Person**, provided that the **Insured Person** will have completed 120 **Calendar Days Maternity** leave, immediately after birth, and not exceeding 18 months in total (30 **Calendar Days** of payroll evidence is required to confirm the **Insured Person's** permanent return to work).

Where an **Insured Person** returns to work on a lower **FTE** compared to the **FTE** at the commencement of the **Maternity** leave, the payment will be at the level of the **FTE** at the time the **Insured Person** returns to work.

The maximum benefit shall be the amount shown on your **Insurance Schedule**, following confirmation of permanent return to work of the **Insured Person**, or the net cost of **Maternity** pay after statutory maternity pay (SMP) has been reclaimed, whichever is the lower (payroll evidence will be required to confirm these figures) following the **Insured Person's** resignation. Please contact the **Claims Administrator** for the relevant calculation form.

All **Maternity** benefit claims will cease in the event of any non-**Renewal** of this **Policy** by the **Insured** or the **Insurers**, under any circumstances;

Or

#### B. Maternity Daily Benefit

The **Daily Benefit** payable will be made up to 50% of the maximum amount selected as shown in the **Insurance Schedule**. Benefits will be subject to the **Insured Person's FTE**. Upon notification of pregnancy by an **Insured Person**, **You** must notify the **Claims Administrator** without delay and in any event no later than 26 weeks from conception.

The benefit will be paid as a **Daily Benefit**, up to a maximum number of days as specified in the **Insurance Schedule** and not exceeding 100 **Working Days** or £7,000. Benefits are payable for **Insured Persons** who became pregnant after the **Start Date of Cover** in the first year of insurance or who became pregnant following their appointment to the list of **Insured Persons** in subsequent years.

All **Maternity Daily Benefit** claims will cease in the event of this **Policy** not being renewed by the **Insured** or the **Insurers**, under any circumstances.

## Section B - Staff Absence Cover (continued)

### 2.6. Bereavement Benefit

If during the **Period of Cover** an **Insured Person** is **Absent** due to a person's death and is approved as compassionate leave by the **Insured**, the **Insurers** will indemnify the **Insured** with 100% of the chosen **Daily Benefit** for up to a maximum of five **Working Days**. If, following the death of a **Direct Relative** during the **Period of Cover**, an **Insured Person** is certified by their **Doctor** as absent due to the **Insured Person's** reaction to the bereavement, referred to in this **Policy** as a Bereavement Reaction, the **Insurers** will indemnify the **Insured** with 100% of the chosen **Daily Benefit** for up to 20 **Working Days**. This benefit does not cover ongoing or continuing claims caused by or contributed to or by any **Absence** associated with bereavement. Bereavement Benefit, Bereavement Reaction and Compassionate Leave have a combined maximum **Benefit Period** of 20 **Working Days** arising out of one event.

### 2.7. Jury Service/Witness

If an **Insured Person** is **Absent** as a consequence of attending Jury Service or as a required witness in court, the **Insurers** will indemnify the **Insured** with 100% of the chosen **Daily Benefit** for up to a maximum of 10 **Working Days** during the **Period of Cover**, provided that the **Insured Person** is issued with a summons or witness summons from the court service after the commencement of the **Start Date of Cover**.

### 2.8. Adoption and Paternity Benefit

If **You** authorise, after the **Start Date of Cover**, the **Absence** of an **Insured Person** for Paternity or Adoption Leave during the **Period of Cover**, the **Insurers** will indemnify the **Insured** with 100% of the chosen **Daily Benefit** up to a maximum of 15 consecutive **Working Days** (up to a maximum of £1,500) for Paternity Leave or a maximum of five **Working Days** for Adoption Leave, to be completed within 56 **Calendar Days** of either the birth or the date of the adoption.

### 2.9. Union Duties/Local Education Authority (LEA) Training

If **You** authorise after the **Start Date of Cover** the **Absence** of an **Insured Person** to attend official union duties, as a recognised union official, or for a LEA training day (excluding **School** inset days), during the **Period of Cover**, the **Insurers** will indemnify the **Insured** with the **Daily Benefit** up to a maximum of one **Working Day** per term and only one teacher per term, for each duty or training day.

### 2.10. Stranded Staff

If an **Insured Person** is **Absent** as a consequence of being stranded due to a **Natural Disaster** or adverse weather conditions, whilst **Abroad**, the **Insurers** will indemnify the **Insured** with 100% of the chosen **Daily Benefit** for up to a maximum of five **Working Days** during the **Period of Cover**.

### 2.11. Suspended Staff

If an **Insured Person** is **Absent** because of suspension, the **Insurers** will indemnify the **Insured** with 100% of the chosen **Daily Benefit** for up to a maximum of five **Working Days** during the **Period of Cover**, subject to review of the suspension report.

## Section B - Staff Absence Cover (continued)

### 2.12. Death in Service

In the event of an **Insured Person's** death during the **Period of Cover**, the **Insurers** will indemnify the **Insured** for recruitment costs with the **Daily Benefit** up to a maximum of 30 **Working Days**.

### 2.13. Blood/Organ Donations

If an **Insured Person** is **Absent** as a consequence of undergoing pre-operative procedures or postoperative recovery for kidney donations or bone marrow/peripheral blood stem cell donation, the **Insurers** will indemnify the **Insured** with the **Daily Benefit** for up to a maximum of 30 **Calendar Days** during the **Period of Cover** for kidney donations or for a maximum of seven **Calendar Days** for bone marrow/peripheral blood stem cell donations. The benefit paid will be 50% of the chosen **Daily Benefit**.

### 2.14. Phased Returns

In the event of an **Insured Person** being **Absent** and after such period the Local Education Authority's Occupational Health Department or **Doctor** recommends a phased return to work, the **Insurers** will indemnify the **Insured** with the **Daily Benefit**, subject to a maximum payment representing 100% of the chosen **Daily Benefit** for a maximum of a further 100 **Working Days** after the commencement of the phased return or until the **Insured Person's** return to full working duty, whichever is the sooner. If an **Insured Person** continues to be **Absent** following a phased return to work settlement, the entitlement will cease and no further benefits will be payable under this section, but may be entitled to claim under Section 2.4 – Interrupted Claims.

### 2.15. Wellbeing

Included within **Your Policy** cover are the following services which apply to each **Insured Person**:

- i) 24-hour confidential helpline.
- ii) Occupational Health Reports for **Stress/Mental Health** related **Absence**, recurrent **Absences** or any **Absence** likely to exceed 30 **Working Days**.
- iii) Pre-placement screening.
- iv) Up to six counselling sessions for all **Insured Persons** if recommended by **Our** occupational health team. Further sessions can be authorised at the occupational health team's discretion.
- v) Up to six **Stress** coaching sessions for all **Insured Persons** if recommended by **Our** occupational health team. Further sessions may be authorised at the occupational health team's discretion.
- vi) Up to four physiotherapy sessions for all **Insured Persons** if recommended by **Our** occupational health team. Further sessions may be authorised at the occupational health team's discretion.
- vii) Cognitive behavioural therapy sessions may be authorised at the occupational health team's discretion.
- viii) Psychologists' assessments may be authorised at the occupational health team's discretion.
- ix) Occupational physicians' assessments may be authorised at the occupational health team's discretion.

### 2.16. Standard Stress/Mental Health Cover

If this cover has been selected, **We** will pay the **School** the chosen **Daily Benefit** if an **Insured Person** is **Absent** from work as a result of work-related **Stress/Mental Health** illness. For the purposes of this section of the **Policy**, work-related issues must be the primary cause of the **Stress/Mental Health** related **Absence** for this cover to apply. Payment will be made for any full **Working Days** of **Absence** for up to 30 days.

## Section B - Staff Absence Cover (continued)

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### 2.17. Premium Stress/Mental Health Cover

If this cover has been selected, **We** will extend the Standard **Stress/Mental Health Cover** and will pay **You** the chosen **Daily Benefit** if an **Insured Person** is **Absent** from work as a result of any **Stress/Mental Health** illness, subject to the remaining terms of the **Policy**. Payment will be made for any full **Working Days of Absence** up to 190 days.

### 2.18. Pre-Existing Conditions Cover

If this cover has been selected, **We** will pay the **School** the chosen **Daily Benefit** if an **Insured Person** is **Absent** from work as a result of a **Pre-Existing Condition**. Payment will be made for any full **Working Days of Absence**.

### 2.19. Pre-Planned Surgery Cover

If this cover has been selected, **We** will pay the **School** the chosen **Daily Benefit** if an **Insured Person** is **Absent** from work as a result of **Pre-Planned Surgery**. Payment will be made for any full **Working Days of Absence**.

### 2.20. Extended Accident Cover

If this cover has been selected, **We** will pay the **School** the chosen **Daily Benefit** if an **Insured Person** is **Absent** from work as a result of an accident which occurs outside of their work place or at a time when they are not carrying out their occupational duties for the **Insured**, including taking part in any **Dangerous or Hazardous Sporting or Recreational Activity**. Payment will be made for any full **Working Days of Absence**.

### 2.21. COVID-19 Cover

If this cover has been selected and paid for, **We** will pay the **School** the chosen **Daily Benefit**, for each full **Working Day of Absence** from the date of a positive **COVID-19** test result (of a type recommended by the **United Kingdom** or devolved government) until the **Insured Person's** return to work, subject to the **Policy** terms and conditions.

Following a positive test, any **Absence** for **COVID-19** will be treated as a new claim and the **Insured's** chosen **Waiting Period** will be applied.

The above benefit will not apply where the **Insured Person** has not followed any advice or guidance given by any **Doctor, Medical Professional** or the **United Kingdom** or devolved government in relation to **COVID-19** concerning any preventative measures, vaccinations or medications.

### 2.22. Compassionate Leave

If, during the **Period of Cover**, an **Insured Person** is deemed by **Us** to be **Absent** as a result of compassionate leave due to a **Serious Accident** to, or the **Serious Illness** of, their **Direct Relative**, the **Insurer** will indemnify the **Insured** with 100% of the chosen **Daily Benefit** for a maximum of 20 **Working Days**. Bereavement Benefit, Bereavement Reaction and Compassionate leave have a combined maximum **Benefit Period** of 20 **Working Days** per claimable event.

## Section B - Staff Absence Cover (continued)

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### 3.0. Limitations

- 3.1.** If any claim for an **Insured Person** exceeds 100 **Working Days**, the **Daily Benefit** will be reduced by 50% for the remainder of the **Benefit Period**.
- 3.2.** For **Absence** due to **Stress/Mental Health** illness, the **Benefit Period** will be as stated in the **Insurance Schedule**.
- 3.3.** For ongoing **Absence** claims where further **Fitness for Work Certification** has not been received within 15 **Working Days** from the date when the last presented **Fitness for Work Certificate** expired, the claim shall cease, provided it has been agreed, at the date of the expiry of the last certificate.
- 3.4.** The payment of benefit for pregnancy related illnesses under the 34th week of pregnancy will be reduced to 50% of the **Daily Benefit**.
- 3.5.** **Maternity Daily Benefit** claims will only become payable after 34 weeks of pregnancy.
- 3.6.** **Absence** claims that include phased return benefits will only be considered for phased return benefits after 20 **Working Days** of **Absence** after deduction of **Claim Waiting Period**.
- 3.7.** Any **Medical Conditions** arising directly or indirectly from the provision of care for **Direct Relatives** or **Medical Conditions** caused or contributed to by the illness or injury of **Direct Relatives** shall be limited to 10 **Working Days** (no cover is provided for **Medical Conditions** arising from the illness or injury of, or caring for any other person). This limitation does not apply to claims for Compassionate Leave.
- 3.8.** In the event of any **Insured Person** resigning, requesting ill health retirement, terminating their employment or being made redundant by the **School**, any claim for this member of staff shall be limited to a maximum of five **Working Days** from the date that the resignation is tendered, the ill health retirement request is received by the school or termination/ redundancy is notified to, or accepted by, the **School** or **Insured Person**, whichever is the earliest.
- 3.9.** Any **Absence** claim caused or contributed to or by post-viral fatigue (including post **COVID-19** fatigue) shall be limited to five **Working Days** from the date that post-viral fatigue is diagnosed, regardless of the primary cause of **Absence**.
- 3.10.** The payment of **Benefit** for any claim shall cease for all **Working Days** where the **Insured Person** is working from, scheduled to work from or expected to work from, any location that is not the **School's** registered address as detailed on the **Insurance Schedule**.



## Section B - Staff Absence Cover (continued)

### 4.0. Exclusions

Exclusions apply unless additional cover has been purchased and an additional **Premium** paid to remove a **Policy** exclusion or restriction or extend cover as shown as an endorsement on the **Insurance Schedule**.

This insurance does not cover claims directly or indirectly caused by or contributed to or by:

#### 4.1. Any Pre-Existing Condition(s);

(Note: additional cover can be purchased to remove exclusion 4.1 (See **Pre-Existing Conditions** Cover))

#### 4.2. The undergoing of any planned or recommended **Medical Procedure** for a medical condition for which an **Insured Person** has not been free of symptoms, not received **Treatment** nor **Advice** for 12 months prior to the last **Policy Renewal Date** or **Start Date of Cover**, whichever is later.

This exclusion will not apply where the **Insured Person** has been continuously covered by us for 24 months where they have been free of symptoms, nor received **Treatment** nor **Advice** during that period. **Advice** does not include routine screening.

Note: additional cover can be purchased to remove exclusion 4.2 (See **Pre-Planned Surgery** Cover).

#### 4.3. a) Any **Absence** claims for **Insured Persons** undergoing, or facing the prospect of undergoing any appraisal, disciplinary, competency, capability or suspension procedures;

b) **Stress/Mental Health** directly or indirectly caused as a result of an **Insured Person** being accused of child abuse, molestation, or neglect;

c) Any planned **School** closure.

#### 4.4. Wilful or deliberate exposure to unusual danger (except in an attempt to save human life) or any claims caused or contributed to by the negligence of the **Insured** or the **Insured Person**;

#### 4.5. Aviation, except as a fare-paying passenger in a properly licensed aircraft not owned or leased by the **Insured** or **Insured Person**;

#### 4.6. Sexually transmitted diseases;

#### 4.7. **Absence** caused by or contributed partly or wholly due to substance abuse, including recreational drugs, nicotine and alcohol, including **Treatment** prescribed and directed by the **Insured Person's Doctor** for the treatment of substance abuse;

#### 4.8. Treatment(s) either directly or indirectly arising from or associated with **Cosmetic Treatment**, beauty or fertility treatment, including **Stress/Mental Health Absences** caused by or contributed to by fertility treatment, or medical operations that are not urgent and could reasonably be arranged in non-term time;

#### 4.9. Pregnancy related illnesses from the 34th week of pregnancy. Any **Absence** relating to a miscarriage will be covered up to the date that the 34th week of pregnancy would have commenced;

#### 4.10. Any **Absence** following childbirth or **Maternity** leave when the **Insured Person** has returned to her occupation for a period of less than 20 consecutive **Working Days**;

#### 4.11. Any illness relating to postnatal or antenatal depression;

#### 4.12. The **Insured Person** engaging or taking part in military, air force, naval service or operations;

## Section B - Staff Absence Cover (continued)

- 4.13.** Any **Absences** caused by or contributed to or by:
- a)** an accident that occurred outside of the **Insured Person's** place of work or while they are carrying out their occupational duties for the **Insured**;
  - b)** the **Insured Person** taking part in any **Dangerous or Hazardous Sporting or Recreational Activity**;
  - c)** the **Insured Person** taking part in any professional sports where a fee is received for training or playing.
- (Note: additional cover can be purchased to remove exclusions 4.13 a) and 4.13 b) (see Extended Accident Cover)).
- 4.14.** As a result of an **Insured Person's** criminal activity or any active participation in riots, civil commotion, strikes, labour protests or disputes;
- 4.15.** War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, insurrection or military or usurped power;
- 4.16.** Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or nuclear weapons material;
- 4.17.** Any acts of **Terrorism** but only as the sole result of the utilisation of **Nuclear, Biological or Chemical Weapons of Mass Destruction** howsoever these may be distributed or combined;
- 4.18.** Any accident occurring outside the **United Kingdom** where appropriate medical evidence or supporting documentation cannot be reasonably obtained;
- 4.19.** **Absences** for five **Working Days** or longer where the **Absence** relates to **Stress/Mental Health** and is not reported to the **Claims Administrator** within 14 **Calendar Days** after the first full date of **Absence**;
- 4.20.** **Absences** where all the claims information (such as the Absence Protection Self Certificate Form and Section C forms from the **Insured Person's Doctor**) is not received;
- 4.21.** **Absences** where a Claim Form or an Occupational Health Consent Form is requested and not provided to the **Claims Administrator**;
- 4.22.** **Absences** where the GP/**Doctor** has failed to respond to **Our** enquiries regarding an **Insured Person's Absence**;
- 4.23.** **Absences** within six months in advance of the date of the **Insured Person's** retirement, if the **Absence** relates to **Stress/Mental Health**;
- 4.24.** Any conditions directly or indirectly relating to bereavement other than those covered in Section 2.6. Bereavement Benefit;
- 4.25.** Any **Absences** or events that the **School** was aware of, or ought to have been aware of through reasonable enquiry and failed to declare to **Us** prior to the **Start Date of Cover** in each year of insurance.

## Section B - Staff Absence Cover (continued)

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**4.26.** Any Absences where the Insured Person has not:

i) undergone counselling therapy or taken prescribed medication recommended by any **Doctor** or **Medical Professional**; or

ii) (where **COVID-19** cover has been purchased) followed the advice or guidance given by any **Doctor**, **Medical Professional** or the **United Kingdom** or devolved government in relation to **COVID-19** concerning preventative measures, vaccinations, or medications;

**4.27.** **COVID-19**

(Note: additional cover can be purchased to remove this (see section 2.21 above);

**4.28.** Any Absences caused by:

i) any fear or threat (whether actual or perceived) of **COVID-19**, or

ii) any action taken in controlling, preventing suppressing or in any way relating to any outbreak of **COVID-19**;

**4.29.** The **Insurer** shall not be deemed to provide cover and shall not 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, laws or regulations of the European Union, **United Kingdom** or United States of America or of any other jurisdiction applicable to the **Insurer**.

**5.0. Claims Procedure – Staff Absence**

**5.1. How to Make a Claim**

Claims should be notified to the **Claims Administrator** through the client area of the **Claims Administrator's** website as soon as possible as set out in this **Policy** document.

To contact the **Claims Administrator**:

Absence Protection Limited  
School Claims Department  
8 Brunel Court,  
Northwich,  
Cheshire,  
CW9 7LP

Telephone: 01565 760025 (Claims Dept Direct Line)  
Facsimile: 01565 621169  
claims@absenceprotection.co.uk  
[www.absenceprotection.co.uk](http://www.absenceprotection.co.uk)

An **Absence** claim reported by the prescribed methods will be issued with a unique claim reference number. This is **Your** confirmation of claim registration.

Following notification of a claim it is **Your** responsibility to ensure that all claims information is received in accordance with this **Policy**. Failure to do so may result in the claim being declined.

Claims will not be accepted if the **Absence** has not been reported within 15 **Calendar Days** following contract cancellation.

**5.2.** Assessment and negotiation of claims will be handled solely at Our discretion. We will settle valid claims directly with the **Insured**.

## Section B - Staff Absence Cover (continued)

### 5.3. Proof of Claim

Written confirmation of **Absence** must be provided when required by the **Claims Administrator** or the **Insurers** including, but not limited to, the Absence Protection Self Certificate Form for **Absences** up to 20 **Working Days**, apart from operations, **Stress/Mental Health** and Bereavement Reaction claims, and medical evidence (which shall include Fitness for Work Certificates, Occupational Health Reports and Section C Forms) for all **Absences** that continue beyond the **Self-Certification Period**. In the event of an ongoing **Absence** it is the **School's** responsibility to provide **Us** with ongoing Fitness for Work Certificates which should be done within 15 **Working Days** of the last expired Fitness for Work Certificate.

### 5.4. Claim Time Limits

It is important for **Us** to be able to evaluate **Your** claim as soon as possible. If there is a delay in providing **Us** with details, then it makes it more difficult for **Us** to assist. Therefore, the time limits provided below are strict and need to be complied with.

You must comply with the provisions in clauses 5.4.i and 5.4.ii. with regards to notifications of **Absence** and the provision of supporting documents relating to **Stress/Mental Health** claims within the time limits outlined below. If not, then **We** will deny liability of the claim in full or part (although **Your** policy will still be in force) as this is a condition precedent to liability (by this it means before **We** accept liability for the claim **You** must comply with the provisions below).

i) **Absence** claims for five **Working Days** or longer where the **Absence** relates to **Stress/Mental Health** and is not reported to the **Claims Administrator** within 14 **Calendar Days** after the first full date of **Absence**.

ii) Where requested, a Claim Form or an Occupational Health Consent Form relating to **Stress/Mental Health** must be provided to the **Claims Administrator** within 14 **Calendar Days** after the **Initial Reporting Date** or the date that the documents were requested, whichever is later.

You should comply with the provisions in clauses 5.4.iii, 5.4.iv, 5.4.v and 5.4.vi. with regards to notifications of **Absence** and the provision of supporting documents relating to all other claim types within the time limits outlined below. If not, then **We** may deny liability of the claim in full or part (although **Your** policy will still be in force) if the late reporting or provision of supporting documents causes **Us** prejudice:

iii) **Absence** claims other **Stress/Mental Health** should be reported to the **Claims Administrator** within 45 **Calendar Days** after the first full date of **Absence**.

iv) All the claims information (such as the Absence Protection Self Certificate Form, Absence History records, Fitness for Work Certification and Section C forms from the **Insured Person's Doctor**) should be received within 60 **Calendar Days** after the **Initial Reporting Date** or the date that the documents were requested, whichever is the later. **Our** dedicated Claims Support Team will obtain supporting documentation from the **Insured Person's Doctor** unless the **School** choose to opt out of this service.

v) Where requested, a Claim Form or an Occupational Health Consent Form should be provided to the **Claims Administrator** within 14 **Calendar Days** after the **Initial Reporting Date** or the date that the documents were requested, whichever is the later.

vi) **Maternity** claims should be reported to the **Claims Administrator** by the 26th week of pregnancy.

### 5.5. Mitigation of Loss

The **Insured** has a duty to, where possible, make all reasonable efforts to mitigate the loss associated with any claim, which may include; maintaining reasonable levels of contact with the **Insured Person** during an **Absence** and arranging occupational health assessments or counselling where appropriate. Failure to comply with all the requirements above will jeopardise entitlement to benefit under this contract.

## Section C - General Conditions

### 6.0. Employee Notification

- 6.1.** You must comply with the following conditions to have the full protection of **Your Policy**. If **You** do not comply with them, **We** may at **Our** option cancel this **Policy** or refuse to deal with **Your** claims or reduce the amount of any claim payment.
- 6.2.** You shall, within 30 **Calendar Days** of any changes affecting the list of **Insured Persons** previously supplied by the **Insured**, inform Absence Protection via their client area of any amendment to the list of **Insured Persons**. Any new staff added to the list of **Insured Persons** will not be eligible to claim under this **Policy** until they have completed a satisfactory pre-placement health check, provided at no cost to the **School** and, have been approved for cover by **Us**. A **Premium** adjustment will be calculated for the changes accepted by Absence Protection and an additional or return **Premium** will be charged or allowed to the **Insured** as appropriate. No return **Premium** will be given if there has been a claim under this **Policy**.
- 6.3.** Failure by the **Insured** or **Insured Person** to provide any information specified within the prescribed time and/or on the form required, may nullify an **Insured's** right to benefit under this contract for that **Insured Person**.
- 6.4.** **Premiums** for new **Insured Persons** that join midterm will be calculated for each **Working Day** remaining under the **Benefit Period**.
- 6.5.** **Premiums** for members of staff that cease to be insured under this **Policy** will be paid up until the end of the month in which they cease to be covered under this **Policy**.
- 6.6.** The **Premium** together with the **Insurance Premium Tax (IPT)** is payable by **You** at the **Start Date of Cover** of this **Policy**. **We** reserve the right to cancel this **Policy** should the **Premium** not be paid within 30 days of the normal due date.

**6.7.** The **Insurers'** shall not be affected by notice of any trust, charge, lien, assignment, or other dealing in respect of the insurance under this contract. The receipt of payment by the **Insured** shall in all cases be effectual discharge of the **Insurer's** liability.

**6.8.** The due observance and fulfilment of the terms and conditions contained in or endorsed on or otherwise expressed in this contract by the **Insured** and **Insured Persons** in so far as they relate to anything to be done or complied with by them and the truth of the statements made by the **Insured** shall be conditions precedent to the liability of the **Insurers** to make any payment under this contract.

### 7.0. Inspection and Access to Records

**7.1.** The **Insurers**, the **Insured** and **We** will keep true and accurate accounts and records of all matters relating to the insurance under this contract and each will permit the others or their duly appointed representative upon reasonable notice and in compliance with the UK data protection law to inspect and/or take copies of the same.

**7.2.** The **Insured** will, at **Our** request or the request of the **Insurers**, supply such information concerning the **School** or the **Insured Persons** as may reasonably be required for the purposes of the insurance under this contract. In some circumstances this may include requesting information or documentation in addition to the Absence Protection Self Certificate Form, when deemed necessary, for **Absences** up to 15 **Working Days** in duration.

**7.3.** In the event of any claim hereunder, the **Insured Person** shall allow a **Doctor** or **Medical Professional** appointed by the **Insurers** to examine him/her at the **Insurer's** expense, as often as is deemed necessary throughout the claim.

## Section C - General Conditions (continued)

**7.4.** We may, at Our own expense, take proceedings in Your name to recover compensation or secure an indemnity from any third party or insurance company. Any monies so recovered or secured shall belong to the Insurers.

### 8.0. Wellbeing

Wellbeing treatment or support may be provided at the discretion of the Insurers' chosen occupational health and wellbeing provider, Smart Clinic, in the event of a valid claim under the Policy, to aid the early return of an Insured Person to work. This may involve a Medical Professional or representative of Smart Clinic, to examine the Insured Person and/or provide support, as often as is deemed necessary throughout the claim.

Services provided may also include;

- 24-hour helpline
- Counselling
- Stress coaching
- Physiotherapy
- Management training
- Stress management training
- Absence management programmes
- Health and wellbeing events
- Pre-placement assessments
- Annual health questionnaires

We reserve the right to share all relevant claims information with Smart Clinic, who will act on Our behalf. For more information on the services available please contact the Claims Administrator's helpline on 01565 760025.

### 9.0. Duty of Fair Presentation (Insurance Act 2015)

You have a duty before inception and the Renewal Date of this Policy and a continuing duty throughout the period of the Policy to make a fair presentation of the risk to Us, in accordance with Section 3 of the Insurance Act 2015 (Duty of Fair Presentation).

In summary, You must:

- Disclose to Us every material circumstance which You know or ought to know. Failing that, You must give Us sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances. A matter is material if it would influence the judgement of a prudent insurer as to whether to accept the risk, or the terms of the insurance (including the Premium applicable). If You have any doubt as to whether or not a fact is material You should disclose it to Us;
- Make the disclosure in a reasonably clear and accessible way; and
- Ensure that every material representation of fact is substantially correct, and that every material representation of expectation or belief is made in good faith.

For the purposes of the above, You are expected to know the following:

- If You are an individual, what is known to any person who is responsible for arranging his or her insurance.
- If You are not an individual, what is known to any person who is part of Your senior management; or who is responsible for arranging Your insurance.

## Section C - General Conditions (continued)

- Whether **You** are an individual or not, what should reasonably have been revealed by a reasonable search of information available to **You**. The information may be held within **Your** organisation, or by any third party (including but not limited to subsidiaries, affiliates, the broker, or any other person who will be covered under the insurance). If **You** are insuring subsidiaries, affiliates or other parties, we expect that **You** will have included them in **Your** enquiries, and that **You** will inform **Us** if **You** have not done so. The reasonable search may be conducted by making enquiries or by any other means.

If **You** breach the Duty of Fair Presentation and **We** can show that, but for the breach, **We** would either (a) not have entered into the **Policy** or (b) would have done so only on different terms, depending upon the circumstances of the breach, **We** will have various remedies available to **Us** depending on whether the breach was (i) deliberate or reckless or (ii) neither deliberate nor reckless.

### 9.1. Fraudulent Claims (Insurance Act 2015)

- If **You** make a fraudulent claim, **We**
  - Are not liable to pay the claim; and
  - May recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
  - May, by five days' notice to **You**, treat the contract as having been terminated with effect from the time of the fraudulent act.

If **We** exercise **Our** rights as above:

- **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- For the avoidance of doubt, the rights and obligations of the parties to the contract with respect to a relevant event occurring before the time of the fraudulent act are unaffected; and
- **We** need not return any **Premiums** paid.
- If this insurance contract provides cover for any person who is not a party to the contract (an **Insured Person**), and a fraudulent claim is made under the contract by or on behalf of an **Insured Person**, **We** may exercise the rights set out as if there were an individual insurance contract between **Us** and the **Insured Person**. However, the exercise of any of those rights shall not affect cover provided under the contract for any other **Insured Persons**.
- Nothing in these clauses is intended to vary the position under the Insurance Act 2015.

## Section C - General Conditions (continued)

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### 9.2. Warranties (Insurance Act 2015)

#### **Basis clauses disapplied**

We agree that notwithstanding any other provision in the **Policy**, any provision in this **Policy** or any other document to the effect that a statement or statements made by **You** or on **Your** behalf (including but not limited to statements made in proposals for insurance) form part of or are the basis of the **Policy** shall be of no effect.

#### **Warranties rendered suspensory**

We agree that where there has been a breach of a warranty in the **Policy** which would result in **Us** being automatically discharged from any liability, such a breach shall result in any of **Our** liability under the **Policy** being suspended only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied (if it can be remedied), with the result that **We** will have no liability to **You** for any loss which occurs or which is attributable to something happening during the period of suspension.

#### **Terms not relevant to the actual loss**

Where there has been a breach of a term of the **Policy** whether express or implied (other than a breach of a term that defines the risk as a whole) and compliance with such a term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, **We** shall not be permitted to rely on the breach of the term to exclude limit or discharge its liability under the **Policy** if **You** show that the breach of the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### 10.0. Certification

This contract together with the **Insurance Schedule** certifies that insurance has been effected between **You** and the **Insurers**. In return for payment of the **Premium** specified, the **Insurers** agree to provide insurance in accordance with the terms and conditions contained in and endorsed on this document. The **Insurers** have entered into a contract which authorises Absence Protection to issue this **Policy** and the **Insurance Schedule** on their behalf. There is a choice of law applicable to this insurance but unless agreed otherwise by the **Insurers** English law will be used.



## Section C - General Conditions (continued)

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### 11.0. Data Protection

#### Fair Processing Notice

This Privacy Notice describes how **We** and the **Insurers** collect and use the personal information of **Insured Persons**, claimants and other parties when we are providing our insurance services.

The information provided to **Us** and the **Insurers**, together with medical and any other information obtained from **You** or from other parties about **You** in connection with this **Policy**, will be used by **Us** and the **Insurers** for the purposes of determining **Your** application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. **We** and the **Insurers** may be required by law to collect certain personal information about **You** or **Insured Persons**, or as a consequence of any contractual relationship **We** and the **Insurers** have with **You**. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by **Us** and the **Insurers** for these purposes with group companies and other **Insurers**, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of personal information. Because the **Insurers** operate as part of a global business, they may transfer your personal information outside the European Economic Area for these purposes.

**You** have certain rights regarding personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of personal information in a usable electronic format and to transmit it to a third party (right to portability).

If **You** have questions or concerns regarding the way in which **Your** personal information has been used, please contact:

Data Protection Officer  
8 Brunel Court, Northwich, Cheshire, CW9 7LP

Or email: [compliance@absenceprotection.co.uk](mailto:compliance@absenceprotection.co.uk)

**We** and the **Insurers** are committed to working with **You** to obtain a fair resolution of any complaint or concern about privacy. If, however, **You** believe that we have not been able to assist with **Your** complaint or concern, **You** have the right to make a complaint to the UK Information Commissioner's Office.

For more information about how **We** and the **Insurers** process your personal information, please see the full privacy notices at:

<https://absenceprotection.co.uk/privacy>

### 12.0. Severance

If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

## Section C - General Conditions (continued)

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### 13.0. Termination

- 13.1.** All insurance under each section of this contract will terminate on the first of the following:
- a) Expiry of the contract, except where this **Policy** is renewed, in which case cover will continue under this **Policy** as per the terms and conditions agreed at **Renewal**.
  - b) All **Maternity** claims will cease in the event of any non-**Renewal** of this **Policy** by the **Insured** or the **Insurer**, under any circumstances;
  - c) Cancellation of this contract;
  - d) Non-payment of **Premium** within the credit terms stated.
- 13.2.** All insurance and **Daily Benefit** will cease in respect of an **Insured Person** immediately upon the date they cease to be employed by the **Insured**.
- 13.3.** You may cancel this **Policy** within 14 days of the date that **You** instruct the Scheme Administrators to proceed with arranging **Your** cover and if no claim has been made **Your Premium** will be refunded in full.
- 13.4.** This contract may be cancelled by the **Insurers** at any time by giving seven days prior written notice of cancellation to **You** by recorded delivery letter to **Your** last known address.
- 13.5.** In the event of cancellation, termination or contract expiry as provided for in this contract, no **Daily Benefit** will be payable under this contract in respect of any days of **Absence**, including **Maternity** claims, which occur after such date of termination or expiry regardless of the date of commencement of the period of **Absence**.

**13.6.** Where the **Insurers** effect cancellation, the **Insured** may receive a pro rata return of **Premium** in respect of the unexpired **Period of Cover** at the **Insurers'** normal proportional rate, provided that no claim has been made and **Premiums** have been paid up to date.

**13.7.** All insurance and benefits under this **Policy** will terminate at the expiry of this contract and **You** must pay the **Premiums** that are due until this date.

### 14.0. Complaints Procedure – Our service to you

#### 14.1. What to do if you have a complaint

It is always **Our** intention to provide a first-class service. However, if the **Insured** has cause for complaint the procedure described here should be followed and **Absence Protection** will be pleased to give any additional information or advice that may be needed. Claims disputes will only be investigated for **Absences** that have been registered correctly and have had a unique reference number issued. **You** should notify **Us** of **Your** Complaint as soon as possible. Any delay in notifying **Us** of **Your** complaint may mean **We** are unable to consider it in full or part.

**Your** complaint should be addressed to:

The Compliance Officer

Absence Protection Limited  
8 Brunel Court, Northwich, Cheshire, CW9 7LP  
Telephone: 01565 760010  
Facsimile: 01565 621169

compliance@absenceprotection.co.uk  
[www.absenceprotection.co.uk](http://www.absenceprotection.co.uk)

## Section C - General Conditions (continued)

**You** need to clearly and concisely give the reason for **Your** complaint. Please also make sure that **You** give **Us** all **Your** contact details and **Your Policy** and claim number. **We** will acknowledge **Your** complaint within five **Working Days** providing information on the complaints process, and update **You** if **We** have been unable to respond after four weeks. **We** will issue **Our** final response in writing within eight weeks of **Us** receiving **Your** complaint. If **We** are unable to provide **You** with a decision by this stage, **We** will explain why and when **You** should expect to receive one.

**We** hope that **We** can resolve **Your** complaint to **Your** satisfaction, but if this is not possible then one of the below alternative routes may be available:

**a)** If **You** are an eligible small business, **You** will be referred to the Financial Ombudsman Service (FOS). To find out if **Your** complaint is eligible, **You** can find what they consider to be a small business via their website

<https://sme.financial-ombudsman.org.uk/complain/can-help>

**You** can also write to them at the address provided below.

**b)** **You** will be referred to an independent mediation service, at **Our** expense, who will assist by bringing both parties together and make arrangements to see whether a resolution can be achieved. The existence of these arrangements does not affect **Your** right to legal action. **You** will need to contact **Us** via the Compliance Officer, see the above contact details, and fill out the form requested.

Financial Ombudsman Service  
Exchange Tower,  
Harbour Exchange Square,  
London,  
E14 9SR

Telephone: 0800 0234 567 or 030 0123 9123

Facsimile: 020 7964 1001

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Please note that the FOS will not consider **Your** complaint until **You** have received a final decision from Absence Protection.

The existence of these internal arrangements does not affect **Your** right to take immediate legal action against **Us** or the Insurer.

**We** and the **Insurers** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the FSCS, if **We** or the **Insurers** are unable to meet **Our** obligations. More information can be obtained from [www.fscs.org.uk](http://www.fscs.org.uk).

This **Policy** is governed by the law of England and Wales, so **We** will communicate in English throughout.

### 15.0. Mediation

If any difference shall arise as to the amount to be paid under this insurance (liability being otherwise admitted) such difference shall be referred to a mediator to be appointed by the parties in accordance with the statutory provisions in force at the time. Where any difference is by this condition to be referred to mediation the making of an award shall be a condition precedent to any right of action against **Us**.

## Appendix - Definitions

Where We explain what a word means, that word will have the same meaning wherever it is used in the Policy. These words are highlighted by the use of bold print and start with a capital letter.

### “Absence/Absent”

Absence caused by **Bodily Injury** or **Sickness** which entirely prevents the **Insured Person** from working. **Absence** also includes time off granted for; **Maternity**, Bereavement, Jury service, Adoption and Paternity.



### “Abroad”

Outside the **United Kingdom** of Great Britain and Northern Ireland, the Channel Islands or Isle of Man.

### “Advice”

Any consultation regarding a **Pre-Existing Condition** or **Related Medical Condition** from a General Practitioner, Medical Specialist or Therapist including the issue of any prescription or repeat prescription.

### “Anniversary Date”

Where a **Multiyear Policy** has been chosen by the **School**, the **Anniversary Date** shall be the date that the underwriting performance, chosen benefits and levels of cover will be annually reviewed by **Us**. Where there is change in any of the above factors, a **Premium** adjustment may be calculated, the **School** will be notified of any changes that are applied prior to the **Anniversary Date** and a review schedule will be provided. Unless otherwise specified on the **Insurance Schedule**, the **Anniversary Date** will be 12 months after the **Start Date of Cover** of the **Multiyear Policy** and will continue annually until the **Policy** expires.

### “Benefit Period”

The maximum period, before deduction of the **Claim Waiting Period**, for which benefit is payable for any **Insured Person**, per claim. For **Bodily Injury** or **Sickness** claims this period is 190 days, for bereavement claims it is five **Working Days** (except where **Absence** has been certified by their **Doctor** for reaction to bereavement when it is 20 **Working Days**); for Paternity Leave claims it is 15 **Working Days**; for adoption leave claims it is five **Working Days**; for compassionate leave it is 20 **Working Days**; and for Jury Service/ Witness claims it is 10 **Working Days**. bereavement, bereavement reaction and compassionate leave have a combined maximum **Benefit Period** of 20 **Working Days** per claimable event. The **Insurers** will take into account all of an **Insured Person’s Absence** claims when they calculate the **Benefit Period**. For **Multiyear Policy’s**, the **Benefit Period** will reset each year upon the **Anniversary Date**. Any on-going claims that cross over the **Anniversary Date** will only continue to be covered provided that they are included within the review schedule or renewal notice.

## Appendix - Definitions (continued)

### “Biological or Chemical Weapons of Mass Destruction”

The emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biological produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

### “Bodily Injury”

Injury to an **Insured Person** which is caused by an accident occurring whilst an **Insured Person** is covered under this contract and which solely and independently of any other cause results in such **Insured Person’s Absence** from work.

### “Calendar Days”

Monday to Sunday.

### “Claims Administrator”

Absence Protection Limited  
School Claims Department  
8 Brunel Court, Northwich, Cheshire, CW9 7LP  
Telephone: 01565 760025 (Claims Department direct line)  
Facsimile: 01565 621169  
claims@absenceprotection.co.uk  
[www.absenceprotection.co.uk](http://www.absenceprotection.co.uk)

### “Claim Waiting Period”

The number of continuous **Working Days**, as shown in the **Insurance Schedule**, after the first full day of **Absence** before any **Daily Benefit** is payable. The **Claim Waiting Period** is applicable to every **Absence** claim except claims for **Maternity** Lump Sum (Non-Return Dependent), bereavement, jury Service, adoption and paternity.

### “Cosmetic Treatment”

Any treatment that people choose to improve their physical appearance for psychological or personal reasons, but which is not medically necessary.

### “COVID-19”

Coronavirus disease (**COVID-19**), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.

### “Daily Benefit”

The amount as specified in the **Insurance Schedule** payable for each **FTE Working Day** of an **Insured Person’s Absence**, after the **Claim Waiting Period** and up to the **Benefit Period**. If any claim for an **Insured Person** exceeds 100 **Working Days**, the **Daily Benefit** will be reduced by 50% for the remainder of the **Benefit Period**.

### “Dangerous or Hazardous Sporting or Recreational Activity”

Engaging or taking part in any of the following activities:

- winter sports (not including skiing),
- mountaineering, rock or wall climbing of any kind,
- motor sports,
- horse riding,
- contact sports of any kind (a contact sport is a sport in which the participants necessarily come into bodily contact with one another),
- scuba diving over a depth of 40 metres,
- martial arts of any kind,
- free diving, base jumping or bungee jumping,
- expeditions, obstacle or endurance activities.

### “Direct Relative”

A **Direct Relative** is the husband, wife or partner (common law partner or civil partner), child or parent, brother or sister, grandparent, nephew or niece, uncle or auntie of the **Insured Person**.

## Appendix - Definitions (continued)

### “Doctor”

A registered medical practitioner in the **United Kingdom**, the Channel Islands or the Isle of Man, or any other physician acceptable to the **Insurers** who is not related to the **Insured Person** by blood or marriage.

### “Full Time Equivalent or FTE”

**Full Time Equivalent**, which represents the proportional equivalent of one full **Working Day** for a full-time member of staff in the same employment category as specified in the **Insurance Schedule**.

### “Inception Date”

The original commencement date of this insurance contract as specified on the **Insurance Schedule**.

### “Initial Reporting Date”

The date a claim is reported to **Us** via **Our** client area and is assigned a unique claim reference number.

### “Insurance Premium Tax” or “IPT”

The **Insurance Premium Tax** (IPT) payable at the rate applicable from time to time.

### “Insurance Schedule”

The document accompanying this **Policy** which confirms the **Period of Cover** and any special provisions relating to **Your** insurance.

### “Insured”

The **School** purchasing this insurance product as named on the **Insurance Schedule**.

### “Insured Person(s)”

Full time and part time employees who are eligible. Such **Insured Persons** must have been notified to the Scheme Administrators by the **Insured** at the commencement of this insurance and, subsequently, in accordance with Section 2 of this contract.

### “Insurers”

Astrenska Insurance Limited trading as Collinson Insurance is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Number 202846. Registered within the United Kingdom.

### “Maternity”

An **Absence** of an **Insured Person** due to pregnancy followed by a birth.

#### A. Maternity Lump Sum (Non-Return Dependent)

The amount as specified in the **Insurance Schedule** payable for each **Insured Person** who is **Absent** from work as a result of **Maternity** arising during the **Period of Cover** or based on the net **Maternity** pay after statutory maternity pay (SMP) has been reclaimed. For support staff the maximum benefit will be 50%.

Or

#### B. Maternity Daily Benefit

The amount as specified in the **Insurance Schedule** payable for each **Insured Person** who is **Absent** from work as a result of **Maternity** arising during the **Period of Cover**. Maximum benefit selectable will be 50% of the chosen **Daily Benefit**. The **Schools** chosen waiting days will be applied to any claim for **Maternity Daily Benefit**.

### “Medical Condition(s)”

Any symptom, disease, illness, injury, Stress or **Mental Health** condition.

### “Medical Procedure”

In respect of staff **Absence** cover, this means any operation, surgery, physiotherapy, course of **Treatment**, rehabilitation or procedure following a visit to the **Doctor** that are needed to diagnose, relieve or cure a disease, illness or injury, also including but not restricted to any referral to another **Doctor** for a second opinion or investigation.

### “Medical Professional”

A qualified **Doctor** who is appointed by **Us** to examine the **Insured Person** and provide practical **Advice** to aid recovery.

## Appendix - Definitions (continued)

### “Minor Ailment”

A minor injury or illness which is not likely to be dangerous to someone's life or health, this includes but is not limited to a common cold, seasonal influenza, cough, indigestion, diarrhoea, hay fever or allergies, aches and pain such as headaches and earache.

### “Multiyear Policy”

If this option is chosen, a **Multiyear Policy** will extend the standard 12-month **Period of Cover** up to a maximum duration of 36 months. The underwriting performance will be annually reviewed at the **Anniversary Date** which will be included, along with the **Period of Cover**, on the **Insurance Schedule**.

### “Nuclear Weapons of Mass Destruction”

The use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death to people or animals.

### “Natural Disaster”

Volcanic eruption, avalanche, flood, tsunami, earthquake, landslide, hurricane, tornado, tropical cyclone or wildfire, or named (by an appropriate and relevant meteorological authority) storm.

### “Period of Cover”

The period as shown on the **Insurance Schedule** for which cover is in force.

### “Place of Work”

The **School's** registered address or any location where an **Insured Person** is carrying out their contracted work other than an **Insured Person's** home address.

### “Policy”

Our contract of insurance with **You**. The **Policy** consists of this wording, the certificate of cover, the benefit table and the application form as amended from time to time.

### “Pre-Existing Condition”

Any condition or ailment, where the **Insured Person** has been **Absent** from work or study for more than five **Working Days** in the 12-month period immediately preceding their **Start Date of Cover** for a related condition. This does not include **Minor Ailments** or non-recurring conditions.

### “Premium”

The annual **Premium**, including **Insurance Premium Tax**, payable by **You** in full or if agreed by instalment. The **Premium** may, where appropriate, include additional or return **Premiums** as calculated.

### “Pre-Planned Surgery”

The undergoing of any planned or recommended **Medical Procedure** for which an **Insured Person**, had not been free of symptoms, **Treatment** or **Advice** in relation to the condition for a period of 12 months prior to their last **Policy Renewal Date** or **Start Date of Cover**, whichever is the later.

### “Related Medical Condition”

Any symptom, disease, illness or injury, which reasonable medical opinion considers to be associated with another symptom, disease, illness or injury.

### “Renewal/Renewal Date”

The last date of this insurance contract as specified on the **Insurance Schedule**.

### “Renewable Annually”

(This will be applicable if shown on **Your Insurance Schedule**). Once the **Period of Cover** has expired the **Policy** is reset with a new **Inception Date**. All staff member's cover will commence cover on the new start date. All clauses will reset to the new **Start Date of Cover**.

## Appendix - Definitions (continued)

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### “School”

An establishment for the instruction of children or people under college or university age which provides learning under the direction of teachers.

### “Self-Certification Period”

This number of **Working Days** before deduction of the **Claim Waiting Period**, where a claim can be processed without any supporting documentation other than an Absence Protection Self-Certificate form. This period is 20 **Working Days** unless additional cover has been purchased to extend this. This does not include claims for operations, **Stress/Mental Health** related **Absences** or bereavement reaction **Absences**.

### “Serious Accident” or “Serious Illness”

An accident to or the illness of a **Direct Relative** which is life threatening or will have a permanent effect on the **Direct Relative’s** quality of life.

### “Sickness”

An illness or disease of the **Insured Person**, whilst covered under this contract, which first manifests itself during the **Period of Cover** and which solely and independently of any other cause results in such **Insured Person’s Absence** from work.

### “Start Date of Cover”

An **Insured Person’s** cover will commence at the start of the **Period of Cover** shown in the **Insurance Schedule** or if later, the first **Working Day** following any holiday periods, providing they are present (working and not **Absent**) on the first **Working Day** following the **Inception Date**. The **Start Date of Cover** for those staff added outside of the initial 30 **Calendar Day** period will be the date they were added to the staff list.

### “Stress/Mental Health”

Any mental disorder that is a clinically diagnosable, as set out in the list of recognised **Mental Health** disorders which are available at [www.smartclinicuk.com/mhd](http://www.smartclinicuk.com/mhd), that significantly interferes with an individual’s cognitive, emotional or social abilities, this includes **Stress** related illnesses such as nervous disorders, depression and anxiety. Fatigue, chronic fatigue syndrome and debility are deemed to be stress-related and therefore included within this definition where the predominant cause of them is **Stress/Mental Health** illness.

### “Terrorism”

An act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. **Terrorism** can include, but not be limited to the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of **Terrorism** can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s).

### “Treatment”

The provision of any **Medical Procedure** which is necessary to relieve illness or injury of an **Insured Person** provided during the **Period of Cover**.

### “United Kingdom”

For the purposes of this **Policy** the **United Kingdom** shall be deemed to include the Isle of Man and the Channel Islands in addition to England, Scotland, Wales and Northern Ireland

### “We/Us/Our”

Absence Protection Limited as appointed by the **Insurers**.

### “Working Days”

Monday to Friday. The days which may be confirmed by reference to the holiday closures submitted by **You**, in accordance with the **Insurers** and **Policy** terms, this does not include bank holidays or days when the **Insured** is closed for whatever reason, including but not limited to inset (or training days) and when undergoing any form of industrial action. Only those days specified by **You** via the **School’s** Client Area will be considered to be claimable **Working Days**. If an **Insured Person** is working (whether contractually obliged to or not) on a day not specified in **Your** Client Area, this would not be covered by this **Policy**.

### “You/Your/Insured”

The **Insured** as specified in the **Insurance Schedule** of insurance and whose employees are insured under this contract.



# Terms of Business

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By accepting these Terms of Business, you are giving your consent to the actions described in the following sections. For your own benefit, please read this document carefully and if you do not understand any point then please contact us for clarification.

Absence Protection Limited is authorised and regulated by the Financial Conduct Authority. You can check this on the FCA register by visiting the FCA's website [www.fca.gov.uk/pages/register](http://www.fca.gov.uk/pages/register) or telephone the FCA on 0845 606 1234. Company registration number: 04136959. We will gather information from you in respect of specific insurance policies to ascertain your needs and we will give you enough information about our policies for you to make an informed decision about its suitability for your school. We select staff absence insurance from a single insurance provider, a separate policy for maternity lump sum benefit and do not offer any financial advice.

All information about you will be treated as private and confidential and kept secure. We will only use and disclose the information we have about you in the normal course of arranging and administering your policy, processing claims and implementing a wellbeing package through our chosen occupational health providers, Smart Clinic. The services provided by Smart Clinic fall under a separate contract and is charged at £33 per FTE, and is included as part of your premium. We may also use the information we hold about you to provide you with information on other products and services we can offer which we feel may be beneficial to you. If you cancel or lapse your policy we may contact you the following year to provide a quotation. If you do not wish to receive marketing information from us, or for us to disclose information about you to other parties for marketing purposes please write to us at the above address. Under UK data protection law you have rights of access to any personal information we hold about you in our records. Please refer to our company privacy notice for full details on individual's data protection rights and how you can access these rights by visiting [www.absenceprotection.co.uk/privacy](http://www.absenceprotection.co.uk/privacy)

It is your responsibility to provide complete and accurate information to us when you take out an insurance policy, throughout the life of the policy, and when you renew your insurance. It is important that you ensure all statements you make on proposal forms, claim forms and other documents such as statement of fact are full and accurate. Please note that if you fail to disclose any material information to us, this could invalidate your insurance cover and could mean that part or all of a claim may not be paid. You should take particular care to check the accuracy of all information you provide.

We hold a delegated binding authority on behalf of the Insurers and as such any monies we collect from you are deemed to be paid to the Insurer. Payments may be made via finance agreements and we will treat these in the same way. Failure to either make payment in accordance with our credit terms or maintain payments may result in cancellation of your policy and you incurring a time on risk charge.

Your policy document will detail your rights to cancel your insurance once you have taken it out. Depending on the type of policy you have purchased, you may be entitled to cancel within 14 days of receiving your policy documentation, provided no claim has been made. Where you cancel a policy before renewal outside of any cooling off period you may be responsible for paying a charge to meet the cost of cover provided, including administration expenses which means that you may not receive a proportionate refund depending upon the terms of the particular policy. To enable your insurer to process the cancellation, you will need to return certificates and any official documents to insurers within 30 days of your notice to cancel.

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## Terms of Business (continued)

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We reserve the right to cancel your policy at any time by giving you seven days written notice to your last known address where there is a valid reason for doing so. A valid reason for cancellation may include but is not limited to: non-payment of your insurance premium within the arranged credit terms, any fraudulent or illegal activity in connection with your policy or the use of any threatening, abusive or discriminatory language or behaviour against our staff or service providers.

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme (<http://www.fscs.org.uk>).

We are remunerated by commission from the insurance provider. In addition we charge non-refundable fees for handling your insurances and we may detail these on your quotation. If you are a commercial customer you are entitled to ask us to disclose the amount of commission that we will receive in respect of any policy you take out. We reserve the right to retain commission in respect of any premium refunds made by insurers.

It is our intention to provide you with the highest possible level of customer service at all times. Should we not meet your expectations, we have a complaints procedure, which is explained below. Should you wish to complain please contact The Compliance Manager, either: In writing: 8 Brunel Court, Northwich, Cheshire, CW9 7LP, By telephone: 0800 862 0077, By Fax: 01565 621169, By e-mail: [compliance@absenceprotection.co.uk](mailto:compliance@absenceprotection.co.uk)

Should you not be satisfied with our final response, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS) within six months of the date of our final letter: The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR, 0845 080 1800 or 020 7964 0500, complaint. [info@financial-ombudsman.org.uk](mailto:info@financial-ombudsman.org.uk), [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

It is essential to notify us of all incidents that may result in a claim against your insurance policy within the time limits set down within your policy. You should do this before incurring any costs or committing to any payment. Your policy summary and policy document will provide you with details on who to contact to make a claim or you can contact us for advice.

If any part of this agreement should be found to be unenforceable or invalid the remainder for the terms and provisions will not be affected. The jurisdiction of the courts of England and Wales will govern any dispute arising.

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We have been with Absence Protection for years and have always found them reliable, competitively priced and easy to deal with. Their customer service has been excellent, and the online claims process is simple. I would recommend their services.

Kingmoor Junior School



# Market Leading Insurance

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# 2023/24

Absence Protection Limited  
8 Brunel Court, Gabdrook Park, Northwich, Cheshire, CW9 7LP

Telephone: 0800 862 0077  
Fax: 01565 621 169

[info@absenceprotection.co.uk](mailto:info@absenceprotection.co.uk)  
[www.absenceprotection.co.uk](http://www.absenceprotection.co.uk)

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