

Personal Accident

Insurance for pupils of Worcestershire County Council Schools

This scheme is underwritten by certain syndicates at Lloyds

Why take out cover

Accidents happen to many pupils during their time at school and also in the home. In the vast majority of cases the injuries sustained are minor; a grazed knee, a sprained ankle and so forth. Minor injuries of this sort do not usually lead to serious long-term consequences. Even in the case of fractured limbs, the risk of permanent disablement is relatively small. There are, however, some accidents, which can have serious and life-long implications for the young person. The most obvious example is where as a result of an accident there remains a permanent disablement and in a few cases partial or total paralysis. Serious injuries of this sort can create financial burdens for families. Regard has to be had to the needs of the individual young person who has suffered the injury in later years. Help may be available from a variety of agencies but parents may feel that security provided by a substantial cash sum offered with this scheme would be a considerable reassurance.

The County Council's responsibilities

It is sometimes assumed by parents that if an accident occurs at school, the school and County Council can be held to be responsible and that financial compensation will therefore be made. It cannot be emphasised too strongly that the liability of the County Council is strictly limited to cases where there is proven evidence of negligence. In the vast majority of cases, the circumstances of an accident will reveal no evidence at all of negligence on the part of the Authority or members of the staff. Personal accidents outside school of course, have no connection with the Authority.

The Insurance Scheme

The advantage of a Personal Accident policy is that whilst in no way preventing further action to seek damages in the cases where negligence is alleged, payments under the policy are made on the basis of the injuries sustained and are not conditional upon proving liability.

In order to provide all parents with an opportunity to take out personal accident cover for their children this optional scheme has been devised by the County Council and the Council's insurers.

Scope of this scheme

The insurance is designed to cover pupils for 24 hours a day whilst they are registered as pupils, of any maintained school, in the County. This means that they are covered not only whilst they are at school, but at all other times including school holidays, whilst the insurance is in force. A summary of the cover commences below. Your attention is drawn to the Exclusions and Conditions. A Certificate of Insurance will be issued via the school in respect of each pupil who enters the Scheme. To reduce the cost of administration of the Scheme and, therefore, help to keep the premium payments at a modest level, receipts will not be issued at the time application forms are submitted.

Persons insured

Only pupils attending schools and other educational establishments operated by Worcestershire County Council who have been registered in the scheme and in respect of whom a premium has been paid are covered.

The cover

24 hours cover for accidental bodily injury as a result of which death or disablement occurs within 12 months of the injury and independently of any other cause.

Annual premium costs and how to obtain cover

The Scheme, which is available to every pupil attending a maintained school in the County, operates from 1st October annually. Parents wishing to take out cover should complete the application form attached to this leaflet and return it to the address shown together with a cheque payable to the County Council in the sum of £14.00. Application forms, together with premiums should be returned by 30th September 2008. Application forms received after this date will be accepted but cover will be effective only from the date the form and payment are received by the Insurance Officer.

Pupils joining the scheme partway through the insurance year must pay the full premium and no refund can be given for pupils leaving the scheme mid-term. There will be a single renewal date each year, and a fresh application form is required at each renewal date if cover is to be continued. Forms may be obtained from the school but it is the sole responsibility of the parent to obtain these and return them to the Insurance Officer. Renewal of the cover is entirely the responsibility of the parent or pupil insured.

Customer care

Lloyds is proud of its reputation for high quality and fair service. If the Service should fall below the standard you expect, you may write to:-

Complaints Department,
Lloyds,
1 Lime Street,
London,
EC3M 7HA

Claims and Enquiries

Please notify claims immediately to:

The Insurance Officer,
Financial Services,
County Hall,
PO Box 374,
Worcester,
WR5 2XF

Telephone (01905) 766515

The law applicable to this contract

The parties to this contract have the right to choose the law that should apply. The underwriters propose to apply English law except for those customers who at inception of the contract are domiciled:

(i) in Scotland where Scottish law will apply

or

(ii) in Northern Ireland where the laws of Northern Ireland will apply.

In the absence of any written agreement to the contrary, the appropriate law as detailed above will apply.

Exclusions

This Insurance does not cover death or disablement, facial disfigurement or loss of or damage to sound natural teeth: -

- (a) Whilst engaged or taking part in military, air force or naval service or operations (other than reserve or volunteer training).
- (b) Whilst the Insured Person is engaged or taking part in aeronautics or aviation, other than as a passenger.
- (c) Whilst the Insured Person is riding or driving in any kind of race.
- (d) Directly or indirectly caused or contributed to by the Insured Person's intentional self-injury, disease or natural cause, suicide or attempted suicide, provoked assault or fighting except in bona fide self-defence or from the Insured Person's own criminal act or whilst engaged or taking part in civil commotions or riots of any kind.
- (e) Consequent on war, invasion or civil war except whilst the Insured Person is traveling outside the United Kingdom and Ireland.
- (f) Occasioned by or occurring while the Insured Person is in a state of insanity temporary or otherwise.
- (g) Arising out of any condition caused by, prolonged by, or aggravated by any psychiatric, mental or nervous disorder of the Insured Person, including anxiety and/or depression.
- (h) Arising out of or consequent upon or contributed to by radioactive contamination.
- (i) War and terrorism (see master certificate for full details).

This Insurance excludes all claims arising from a medical condition for which an Insured Person has seen a doctor, received treatment or been on a treatment waiting list during the 12 months prior to the inception of this Insurance or any renewal thereof.

Conditions

1. If death or disablement, facial disfigurement or loss of or damage to sound natural teeth is caused or contributed to by participation of the Insured Person in:-

- (a) Parachuting, parascending, mountaineering, rock climbing, pot-holing, winter sports, ice hockey, polo, hunting, steeple chasing or skin diving.

It is a condition precedent to the liability of the Underwriters that the Insured Person has achieved, or shall be under the supervision of an adult person who has achieved, a reasonable standard of proficiency in the pursuit being followed at the time of sustaining such death or disablement.

- (b) Yachting, canoeing or sailing in tidal waters It is a condition precedent to the liability of the Underwriters that for yachting and canoeing, life jackets or buoyancy aids shall be worn by the Insured Person and that for other sailing, suitable life saving equipment should be carried on the vessel.

2. Immediate notice must be given to the Insurance Officer of any Accident to the Insured Person which causes, or may cause, disablement within the meaning of this Insurance and the Insured Person must as early as possible place himself under the care of a duly qualified practitioner. In no case will the Underwriters be liable to pay compensation to the Insured Person or his representatives unless the medical adviser or advisers appointed by the Underwriters for the purpose shall be allowed so often as may be deemed necessary to make an examination of the person of the Insured Person.

3. Any fraud, misstatement or concealment in relation to any matter affecting this Insurance or in connection with the making of any claim hereunder shall render this Insurance null and void and all claims hereunder shall be forfeited.

Schedule of Compensation

The Underwriters will pay the Sum Insured to the Insured Person, or his Executors or Administrators, in accordance with the following Schedule of Compensation in the event of the Insured Person sustaining Bodily Injury, subject to the terms, definitions, exclusions and conditions, contained in this Certificate.

1. Death by Accident £3,500
2. Permanent Total organic paralysis by Accident £100,000
3. Permanent Total loss of intellectual capacity by Accident £100,000
4. Permanent Total loss of sight of both eyes by Accident £100,000
5. Permanent Total loss of both arms, hands, legs or feet by Accident £100,000
6. Permanent Total loss of one arm and one leg by Accident £100,000
7. Permanent Total loss of one hand and one foot by Accident £100,000
8. Permanent Total loss of speech by Accident £100,000
9. Permanent Total loss of one arm, hand, leg or foot by Accident £50,000
10. Permanent Total loss of one eye by Accident £50,000
11. Permanent Total loss of hearing in both ears by Accident £50,000
12. Permanent Total loss of hearing in one ear by Accident £12,500
13. Permanent Total loss of one thumb by Accident £20,000
14. Permanent Total loss of one finger or big toe by Accident £10,000
15. Permanent Total loss of any other toe by Accident £3,000
16. Permanent Total loss of use of shoulder or elbow by Accident £25,000
17. Permanent Total loss of use of wrist, hip, knee or ankle by Accident £20,000
18. Permanent Total loss of use of kidney by Accident £10,000
19. Permanent Total loss of use of spleen by Accident £7,500
20. Permanent Total loss of use of lung by Accident £50,000
21. Permanent Facial disfigurement to an extent of not less than an area of one square centimetre or at least two centimeters in length £5,000
22. Loss of or damage to sound and natural teeth by Accident including the cost of emergency dental treatment received within 30 days of bodily injury up to a maximum of £1,000 (Maximum any one tooth £250)

In the event of an Insured Person sustaining any Permanent Disability not specified above then the Sum Insured shall be calculated by assessing the disability relative to the Schedule of Compensation.