

# Oxford Tutorial College Fees Refund Scheme

We trust you will appreciate that the cost of running the College is not necessarily reduced just because a student is absent. We are, however, pleased to inform you that the College can refund fees if a student is incapacitated and is unable to attend the College due to accident or illness. This is possible because the College has an insurance policy which can cover the cost to the College of making refunds.

In order to extend the benefit to you in the simplest and most economic way the College will include a termly charge on your account. The termly charge is not an insurance premium and you are not entitled to claim directly from the school's insurance policy.

**IF YOU DO NOT WISH TO PARTICIPATE IN THE FEES REFUND SCHEME PLEASE LET US KNOW.**

**YOU CAN DISCONTINUE YOUR PARTICIPATION IN THIS SCHEME WITH EFFECT FROM THE START OF ANY TERM BY GIVING ADVANCE WRITTEN NOTICE TO THE SCHOOL.**

The College reserves the right to increase the termly charge to take into account any increase in the cost of the Scheme including where the College is required to pay Insurance Premium Tax to Insurers.

## When participation begins and ends

The protection offered by the Scheme will begin either 31 days before the term of entry or when the fees and the charge for participation in the Scheme have been paid, whichever is the later. Cover ends when the pupil leaves the school, is withdrawn or participation in the scheme is discontinued.

Fees to be covered are the basic tuition fees as advised to you by the College.

Note: If the student suffers from a pre-existing illness or medical condition you will not be entitled to claim a refund if absence is due to such pre-existing illness or medical condition.

## Refunds of fees are made for:

The Scheme enables the College to refund fees if the student is unable to attend the College due to illness, accident or infectious disease of the student. Absence from the College must be for a continuous period of at least 8 days, including weekends and half term breaks.

The necessary closure of the whole of or a separate house of the College owing to an outbreak of an infectious disease amongst the pupils which renders the continuance of College work impossible. There is no cover for the first seven days of any such closure. For example, if the College should be closed for 8 days due to an outbreak of an infectious disease at the College the policy would, subject to the terms and conditions of the insurance scheme, refund one day's fee.

A medical practitioner must certify the necessity of the absence.

With regard to absences arising from nervous, mental or emotional disorders, a claim will be considered only if the student has received tuition at the College for at least one month, and the student has been attended by a Consultant Specialist or has been admitted into hospital for treatment.

## How Refunds Are Calculated

Refunds are based on the length of absence during term time only. Fees will be refunded pro rata to the actual time away from the College. This means that the amount payable for each full day of absence is calculated by dividing the actual number of days in the term or course into the fees.

## Exclusions

No refund will be made if a student is kept from college owing to:

1. a sickness, condition or injury that the fee payer or student was aware of and received treatment or advice for in the 12 months prior to their inclusion in the scheme;
2. fear of infection at the college
3. congenital abnormality or illness caused directly or indirectly by any congenital abnormality;
4. injury sustained through war, invasion, hostilities or acts of foreign enemies (whether war be declared or not)
5. nuclear, chemical or biological terrorism of the threat thereof.

## How to apply for a refund

Please ask the College for a Fees Refund Form. The appropriate section of the form must be completed by the medical practitioner attending the student and the form returned to the College. Requests for refunds should be submitted as soon as possible after the period of incapacity, but in any event not later than 30 days after the end of the term to which the claim relates.

The maximum refund payable in respect of any student is 280 days calculated from the first day of absence.

## Cancellation

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

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

## Data Protection Act

You should understand that any information you have provided to us at the College, or will provide in the future, will be processed by the College, in compliance with the provisions of the Data Protection Act 1998, for the purpose of including you in this Scheme and handling claims, if any, which may necessitate providing such information to other parties. Under data protection legislation you can ask in writing for a copy of certain personal records held about you.

## Governing law

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

## Further information

The Scheme is administered on our behalf by:

Marsh Limited, Education Practice

Capital House, 1-5 Perrymount Road

Haywards Heath, West Sussex, RH16 3SY

Telephone: 01444 458144

Fax: 01444 415088

Email: enquiries.schools@marsh.com