



# Accident Medical Recovery Insurance

## Company Policy Document

Let MyRecoveryCheque™ ease the financial pain of a hospital stay  
[www.myrecoverycheque.co.uk](http://www.myrecoverycheque.co.uk)

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# 1. WELCOME

## About Your Insurance

Welcome to **your** MyRecoveryCheque Company Policy Document.

This insurance is designed to provide fixed monetary benefits to **you** in relation to those **employees** who **you** have declared to **us** in the event that an **employee** undergoes a **medical procedure** which is as a result of an **accident**.

Throughout this policy the words '**you**' and '**your**' refer to the company named on the **Policy Schedule**.

Please take time to read the "Important Information" section on pages 5 to 6 of this Policy Document. It tells **you** about things **you** need to check, actions **you** need to take, and things **you** need to tell **us** about once the insurance has started.

The insurance is underwritten by Lloyd's Syndicate 4444 which is managed by Canopius Managing Agents Limited. Canopius Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Lloyd's Syndicate 4444 is referred to as "**we**", "**us**" and "**our**" in this Policy Document.

Compass Underwriting Limited is the policy administrator for this insurance and is referred to as the **administrator** in this Policy Document. **You** can write to Compass Underwriting Limited at 50 Mark Lane, London EC3R 7QR, or contact them by phone on 020 7398 0100 or by email at admin@compassuw.co.uk.

Claims are also handled by Compass Underwriting Limited on **our** behalf. Contact details for making a claim, or for any questions **you** may have as to whether a **medical procedure** is covered by this policy, are given at the foot of this page and in the section "Making a Claim Under This Policy" on pages 11–12.

**Your** insurance is an annual policy, paid for by **you** in monthly instalments in advance. **Your period of cover** is stated on **your Policy Schedule**.

Some words and phrases in this Policy Document and in **your Policy Schedule** will always have the same meaning wherever they appear. To make them easier to recognise when they are being used, they will be shown in **bold**. They are all listed and explained in the "Definitions" section which can be found on pages 17-18 of this Policy Document.

All insurance documents and all communications with **you** about this policy will be in English.

## How To Make A Claim

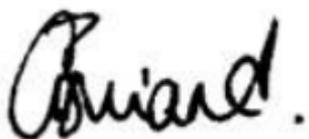
To make a claim, or if **you** have any questions as to whether a **medical procedure** is covered by this policy, call Compass Underwriting Limited on 0800 319 6048. Lines are open between 9am and 5pm Monday to Friday. Alternatively, please send an email to claims@compassuw.co.uk.

## The Insurance Contract

This document and **your Policy Schedule** are **your** insurance documents. Together, they make up the insurance contract between **you** and **us**, and they set out the terms and conditions of the cover that this policy provides in relation to the **employees** in respect of whom **you** have elected to purchase this insurance.

It is important that **you** read this Policy Document and **your Policy Schedule** carefully so **you** can be sure of the cover provided and to check that it meets **your** needs.

This Policy Document and **your Policy Schedule** are issued to **you** by Compass Underwriting Limited in its capacity as **our** agent under contract reference B6839/AH001. In exchange for **your** payment of the **premium** referenced in **your Policy Schedule**, **you** are insured in accordance with the terms & conditions contained in these documents (and any amendments made to them) for the duration of **your** policy.



Signed by Andrew Briant,

Managing Director, Compass Underwriting Limited

50 Mark Lane,  
London EC3R 7QR

## 2. IMPORTANT INFORMATION

It is important that:

**You** check **your Policy Schedule** to ensure the details are correct and that the cover is as **you** requested;

**You** check that all of **your employees** in relation to whom **you** wish **us** to provide **you** with cover under this policy meet the eligibility requirements for this insurance (see “Eligibility For Cover” below);

**You** notify the **administrator** as soon as possible of any inaccuracies on **your Policy Schedule**, or if any of **your employees** in relation to whom **you** wish **us** to provide **you** with cover under this policy are not eligible;

**You** are aware of **your** duty of fair presentation (see “**Your** Duty of Disclosure” below); and

**You** comply with any duties detailed under each section of the Policy Document and under the insurance as a whole.

There are conditions which relate to making a claim under this insurance, and these can be found in the “Making a Claim Under This Policy” section on pages 11-12 of this Policy Document. If **you** do not meet these conditions, **we** may reject a claim payment or a claim payment could be reduced.

### Eligibility For Cover

It is a condition precedent to **our** liability under this insurance contract that the following matters, in relation to all persons in respect of whom **you** wish **us** to provide **you** with cover under this policy, are true and accurate:

- All persons are employed by **you**. This can include any director of **your** company who is salaried by **you**.
- All persons have been declared by **you** to **us** via the **administrator** and are listed in the appendix of **insured persons** attaching to **your Policy Schedule**.
- All persons live in the United Kingdom, Channel Islands or Isle of Man for a minimum of 180 days a year.
- All persons are aged at least 18.

If any person in respect of whom **you** wish **us** to provide **you** with cover under this policy does not meet the eligibility requirements above **we** will not provide **you** with any cover in relation to such person under this policy.

Please contact the **administrator** as soon as possible if any person in respect of whom **you** wish **us** to provide **you** with cover under this policy does not meet, or no longer meets, the eligibility requirements, or if **you** have any queries. Contact details are given on page 3 of this Policy Document.

### Your Duty Of Disclosure

Under the Insurance Act 2015, **you** have a duty to make a fair presentation of the risk to **us** before this policy starts, at each renewal of the policy, and when **you** make any amendment(s) to **your** cover. This means **you** must:

- a) Disclose all material facts which **you** know or ought to know.
- b) Make the disclosure in a reasonably clear and accessible way; and
- c) Ensure that every material representation of fact is substantially correct, and made in good faith.

A “material fact” is information that would influence **our** decision as to whether to insure **you** and if so, on what terms.

For the purposes of the duty of fair presentation, **you** are expected to know the following:

- a) what is known to anybody who is part of **your** organisation's senior management (this means those people who play significant roles in the making of decisions about how **your** activities are to be managed or organised), or anybody who is responsible for arranging this insurance;
- b) what should reasonably be 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 the insurance is intended to insure subsidiaries, affiliates or other parties, **you** are expected to have included them in **your** enquiries, and 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 **your** duty to make a fair presentation of the risk to **us**, then

- where the breach was deliberate or reckless, **we** may avoid this policy and refuse all claims, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
  - **we** would not have agreed to provide cover under this policy on any terms, **we** may avoid this policy and refuse all claims, but will return any premiums paid;
  - **we** would have agreed to provide cover under this policy but on different terms (other than premium terms), **we** may require that this policy includes such different terms with effect from its commencement, and/or
  - **we** would have agreed to provide cover under this policy but would have charged a higher premium, **our** liability for any loss amount payable shall be limited to the proportion that the premium **we** charged bears to the higher premium **we** would have charged. For example if due to a breach of fair presentation **we** charged a premium of £100 but **we** should have charged £150, for a claim submitted and agreed at a settlement value of £1,500 **you** will only be paid £990.

## What You Must Tell Us About After Your Insurance Starts

### Adding or Removing Employees

**You** can add or remove an **employee** in respect of whom **you** wish **us** to provide cover to **you** under this policy at any monthly anniversary of **your start date** by contacting the **administrator**. Contact details are given on page 3 of this Policy Document.

Should **you** increase the level of cover in relation to an **employee** at **your renewal date** then **we** will not cover any **planned treatments** at the date that the level of cover was increased over and above the previous level of cover purchased for that **employee**.

## 3. POLICY BENEFITS

### What This Policy Covers

This policy provides cash benefits should an **insured person** need to undergo a **medical procedure** resulting from an **accident**.

Please Note: This policy does not cover any treatment received more than 12 months after an **accident**.

### What Medical Procedures Are Covered?

All **medical procedures** covered by **your** policy are listed in the SCHEDULE OF MEDICAL PROCEDURES AND BENEFITS on pages 8 -10 of this Policy Document. Each **medical procedure** is allocated a **classification of medical procedure** according to the usual recovery time for the **medical procedure** performed.

Should an **insured person** require more than one **medical procedure** at the same time or in succession which is as a result of an **accident**, then **we** will only pay for the **medical procedure** which has the highest benefit.

### What Benefit Can Be Claimed In Relation To An Insured Person's Medical Procedure?

Once the **administrator** has received all the necessary paperwork and has approved **your** claim, **you** will be paid benefit in accordance with the Table of Benefits below, dependent upon the **classification of medical procedure** for the **insured person's medical procedure** as stated in the SCHEDULE OF MEDICAL PROCEDURES AND BENEFITS on pages 8 - 10 of this Policy Document and the level of cover that has been purchased by **you** in relation to **your employees** as shown in **your Policy Schedule**.

For example, if **you** have selected Level 2 cover and an **insured person** requires a hip replacement (see Orthopaedic Procedures - Joint or bone replacement) which has a **classification of medical procedure C** then once **your** claim has been approved **you** will be paid a benefit of £4,000.

## TABLE OF BENEFITS

Classification of Medical Procedure	Level 1	Level 2	Level 3
A	£250	£350	£500
B	£750	£1,000	£1,500
C	£3,000	£4,000	£6,000
D	£10,000	£15,000	£20,000

# SCHEDULE OF MEDICAL PROCEDURES AND BENEFITS

<b>Medical Procedures on the Head and Neck</b>	<b>Classification of Medical Procedure</b>
Surgery to the eyelids and eyebrows	A
Surgery to the lacrimal gland and duct	A
Surgery to the eye muscle(s)	A
Surgery to the eye lens, iris, cornea and conjunctiva	A
Surgery to the ear, ear canal and eardrum	A
Removal of a lesion from the lip	A
Gum surgery other than dental surgery	A
Surgery to the posterior chamber of the eye and sclera	B
Graft to an eyelid	B
Ear reconstruction surgery	B
Surgery to the nose, nasal septum and paranasal sinuses	B
Open surgery to the pharynx, larynx or trachea	B
Reconstructive surgery to the lip	B
Surgery to the tongue, jaw, palate or mouth	B
Craniotomy for a surgical procedure	C
Major reconstruction of an orbit	C
Surgery to the facial bones and the temporomandibular joint	C
Craniotomy and partial lobectomy	D
Reconstructive surgery or excision of the maxilla	D
<b>Medical Procedures on the Chest</b>	<b>Classification of Medical Procedure</b>
Thoracoscopy or tube thoracostomy	A
Pericardial drainage	A
<b>Medical Procedures on the Abdomen</b>	<b>Classification of Medical Procedure</b>
Endoscopic renal, ureter, bladder and urethral treatment	A
Suprapubic catheterisation	A
Abdominal laparoscopy	B
Hernia repair	B
Open abdominal surgery (laparotomy) other than an appendectomy	C
Surgical creation or closure of an abdominal stoma	C
Open renal surgery	C

<b>Medical Procedures on the Lower Abdomen</b>	<b>Classification of Medical Procedure</b>
Surgery to the prepuce	A
Surgery to the anus, peri-anal region or pilonidal sinus	B
Surgery to the penis, scrotum, testes or male perineum for trauma	B
Surgery to the vagina, vulva or female perineum	B
Urethrectomy and urethral reconstruction	C
Amputation of the penis	C
Reconstructive surgery to the penis including prosthesis for trauma	C
<b>Orthopaedic Procedures (Bones and Joints)</b>	<b>Classification of Medical Procedure</b>
Arthroscopy including a meniscal repair or meniscectomy	B
Subacromial decompression	B
Insertion of an interspinous process spacer	B
Closed reduction of a dislocation of a joint	B
Surgery to fingers and toes including amputation	B
Joint manipulation under anaesthetic	B
Open surgery to the spinal cord and spinal nerve root	C
Joint or bone replacement	C
Treatment of radiologically confirmed fractures other than teeth, nasal bones, ribs, fingers, toes and coccyx	C
Repair and stabilisation of a rotator cuff, capsule and labrum of the	C
Tendon and/or muscle repair, debridement or reconstruction	C
Surgery to the vertebra or intervertebral disc(s)	C
Fusion of a joint	C
Open surgery to a joint other than the metacarpo-phalangeal, metatarso-phalangeal and interphalangeal joints	C
Release of contracture of a joint	C
Arthroscopic surgery to a surface cartilage	C
Reconstruction of a ligament including a knee ligament	C
<b>Complex limb or joint reconstruction</b>	D
Spinal fusion or stabilisation	D
Fixation, decompression or reduction of a spinal fracture	D
Amputation of a limb or part of a limb including the thumb, all fingers on one hand or all toes on one foot	D
Traction of a fractured bone	D
Surgery for osteomyelitis	D
Reconstruction or fusion of a bone using a bone graft	D

<b>General Medical Procedures</b>	<b>Benefit</b>
Excision of the skin or a skin lesion	A
Surgery to a nail bed	A
Incision of skin longer than 5cm	A

Nerve graft	B
Nerve exploration or release	C
Reconstructive surgery to the skin including a flap or graft	C

**Classifications of Medical Procedures** are based on consultation with specialist medical consultants.

Please Note: If an **insured person** undergoes a procedure following an **accident** which is not listed or defined in the Schedule of Medical Procedures and Benefits above, any claim under this policy will be assessed individually, taking into account the **classification of medical procedure** for similar procedures, and benefit will be paid accordingly.

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## 4. EXCLUSIONS

### General Policy Exclusions

Unless otherwise stated in **your** policy or **your Policy Schedule**, this insurance does not cover claims related to or in any way caused or contributed to by:

1. Treatment not resulting from an **accident**.
2. **Planned treatment(s)**.
3. Suicide, attempted suicide or intentional self- inflicted injuries.
4. An **insured person's** own criminal act.
5. An **insured person** being under the influence of alcohol or drugs when the **accident** occurs.
6.
  - a. **war** or acts of **terrorism**
  - b. an **insured person** engaging in **active war**
  - c. **nuclear risks**
7. Any **medical procedure** directly or indirectly arising from or as a consequence of professional sports where a fee is received for training or playing.
8. **Accidents** occurring outside the UK, Isle of Man, the Channel Islands and the European Economic Community (EEC).
9. Any treatment received more than 12 months after the date of the **accident**.

## 5. MAKING A CLAIM UNDER THIS POLICY

### How To Make A Claim

Please note that in order to settle claims quickly and efficiently **we** may need to obtain medical and other evidence from the **insured person** via **you**. If the **insured person** does not provide **us** with this information it may not be possible to settle the claim.

**You** must inform the **administrator** about anything which could lead to a claim under this policy within 90 days of an **employee** having an **accident**.

Should **you** need to make a claim under this policy or have any questions as to whether a procedure is covered by this policy, call the MyRecoveryCheque Helpline on **0800 319 6048** between 9am to 5pm Monday to Friday or email [claims@compassuw.co.uk](mailto:claims@compassuw.co.uk).

When calling the Helpline **you** should be aware that the **administrator** will need to ask certain questions in order that it can confirm cover. It will help if **you** have the following information ready:

- **Your** policy number.
- The date of the **accident**.
- The name and details of the **insured person** in respect of whom the claim is being made.
- What **medical procedure** the **insured person** has undergone.

Please remember that certain **medical procedures** are not covered. Please refer to the EXCLUSIONS on page 10 of this Policy Document for full details.

### Claims Conditions

**You** must comply with the following conditions for **you** to have the full protection of this policy. If these conditions are not complied with, **we** may refuse to deal with the claim or reduce the amount of any claim payment.

1. The **administrator** must receive notification together with any other relevant information that it may require within 90 days of an **employee** having an **accident**. If **you** do not notify the **administrator** or supply it with the relevant information within 90 days of the **employee** having an **accident** and this prejudices the **administrator's** ability to verify the claim then no benefits will be paid for the claim.
2. The claims process will be fully explained to **you** when **you** call or contact the **administrator** and a claim form will be sent to **you**. **You** will need to complete, sign and return the form to the **administrator** together with any supporting documents that it has requested.
3. **You** will need to obtain the **insured person's** permission for the **administrator** to see their medical records and/or report(s) in accordance with the requirements of the Data Protection Act and/or the Access to Medical Reports Act 1988. If **we** want the **insured person** to have a medical examination, they must do so or **your** claim may not be paid. **We** will pay any out of pocket expenses or costs incurred in attending and/or undergoing the medical examination.
4. **You** will need to give the **administrator** any evidence requested to establish the circumstances surrounding the claim such as police reports and **hospital** reports. **You** will also need to help obtain witness statements or other such reports that may be required.
5. **You** will need to provide assistance and co-operate with the **administrator** in obtaining any additional medical and any other records which the **administrator** feels are required to evaluate the claim.

## Fraudulent Claims Or Misleading Information

**We** take a robust approach to fraud prevention in order to keep premium rates down so that **you** do not have to pay for other people's dishonesty. If any claim made by **you** or anyone acting on **your** behalf under this insurance is fraudulent, deliberately exaggerated or intended to mislead, **we** may:

- not pay **your** claim; and
- recover (from **you**) any payments **we** have already made in respect of that claim; and
- terminate **your** insurance from the time of the fraudulent act; and
- inform the police of the fraudulent act.

If **your** insurance is terminated from the time of the fraudulent act, **we** will not pay any claim for any incident which happens after that time and may not return any of the insurance premium(s) already paid.

## Payment Of Benefits

Once the claim has been approved by the **administrator** and it has been presented with evidence of the **insured person** having undergone a **medical procedure** as a result of an **accident**, the appropriate benefit applicable to the **medical procedure** will be paid in accordance with the **classification of medical procedure** and the level of cover that **you** have chosen. Payment will be made by cheque or bank transfer directly to **you** within 5 working days.

Please note that calls to the MyRecoveryCheque Helpline may be monitored or recorded for training and quality assurance purposes.

# 6. TERMINATION OF COVER

Cover in respect of any **employee** will end automatically on the date that any of these events happen:

- **You** reach the end of **your period of cover** and this insurance is not renewed by **you** or by **us**.
- An **employee** stops living in the United Kingdom, Channel Islands or the Isle of Man for a minimum of 180 days a year.
- An **employee** ceases to be employed by **you**.
- The **employee's** death.

## Our Cancellation Rights

**We** reserve the right to cancel this policy immediately if **you** commit fraud. If **we** cancel **your** policy, **we** will do so in writing to the most recent address **we** have for **you**.

**Your** policy also will end automatically if **you** do not pay any **premium** when it becomes due. If this happens, **you** will be contacted requesting payment within 14 days. If **we** do not receive payment within this period, **you** will be written to again notifying **you** that **your** policy will be cancelled.

If there is a change to the risk which means that **we** can no longer provide **you** with insurance cover, or if **you** display threatening or abusive behaviour towards **us** or the **administrator**, **we** will give 60 days' notice, in writing to the most recent address that we have for **you**, that **your** policy will not be renewed.

## 7. RENEWAL OF THE POLICY

This is an annual insurance policy which **you** can renew each year at **your** discretion.

If at the end of **your** annual **period of cover** **we** decide to offer renewal, then at least 21 days before **your period of cover** ends **you** will receive details of **your** cover for the next 12 months, together with a new **Policy Schedule**.

If **we** do offer renewal, please note that **your** new policy may contain a different **premium**, cover and/ or other terms to that of **your** existing policy and any new terms will be explained clearly to **you** in writing in good time before renewal, so that **you** can decide whether to accept the new policy or not.

If, at the end of **your** annual **period of cover**, **we** decide not to offer renewal, **we** will write to **you** advising **you** of this at least 60 days before **your period of cover** ends.

## 8. MAKING A COMPLAINT

**Our** aim is to provide **you** with a high-quality service at all times, although **we** do appreciate that there may be instances where **you** feel it is necessary to lodge a complaint.

If **you** do wish to complain, please note the 3 steps below, along with the relevant contact details for each step.

Please take special note that should **you** wish to direct **your** complaint directly to Lloyd's in the first instance, **you** may do so by using the contact information referenced in Step 2 below.

### Step 1:

In the first instance please direct **your** complaint to:

The Managing Director  
Compass Underwriting Limited  
50 Mark Lane  
London EC3R 7QR

Tel: **020 7398 0100**

Email: [info@compassuw.co.uk](mailto:info@compassuw.co.uk)

### Step 2:

Should **you** remain dissatisfied with the outcome of **your** complaint from the **administrator**, **your** legal rights are not affected and **you** may refer **your** complaint to Lloyd's. Lloyd's contact information is:

Complaints at Lloyd's  
Fidentia House  
Walter Burke Way  
Chatham Maritime  
Kent  
ME4 4RN

Tel: **+44 (0)20 7327 5693**

Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)

Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Details of Lloyd's complaints procedure are set out in a leaflet "How We Will Handle Your Complaint", which is available at the website address above. Alternatively, **you** may ask Lloyd's for a hard copy.

**Step 3:**

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, **you** may have the right to refer **your** complaint to an alternative dispute resolution (ADR) body.

If **you** are located in the United Kingdom or the Isle of Man, the contact information is:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Tel: **0800 0234 567** (calls to this number are free on mobile phones and landlines).

Tel: **0300 1239 123** (calls to this number cost no more than calls to 01 and 02 numbers).

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

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

If **you** are located in the Channel Islands, the contact information is:

Channel Islands Financial Ombudsman  
PO Box 114  
Jersey, Channel Islands  
JE4 9QG

**Jersey +44 (0)1534 748610**

**Guernsey +44 (0)1481 722218**

**International +44 1534 748610**

**Facsimile +44 1534 747629**

Email: **[enquiries@ci-fo.org](mailto:enquiries@ci-fo.org)**

Web: [www.ci-fo.org](http://www.ci-fo.org)

## 9. LEGAL, REGULATORY & OTHER INFORMATION

### Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme. Compensation from the scheme may be available if **we** are unable to meet **our** obligation under this contract. Further information can be obtained from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU. Tel: 0800 678 1100 (Freephone) or 020 7741 4100. Website: [www.fscs.org.uk](http://www.fscs.org.uk)

### Data Protection

Any personal data collected will be handled in accordance with the Data Protection Act 1998.

To prevent fraud, insurers sometimes share information. Details about **your** insurance application and any claim **you** make may be exchanged between insurers.

**We** and the **administrator** are the data controller(s) (as defined by the UK Data Protection Act 2018 and all applicable laws which replace or amend it, including the General Data Protection Regulation) who may collect and process **your** personal information.

For full details of what data **we** collect about **you**, how **we** use it, who **we** share it with, how long **we** keep it and **your** rights relating to **your** personal data, please refer to **our** Privacy Notice available on **our** website at <http://www.canopus.com/privacy/>.

If **you** do not have access to the Internet, please write to the Group Data Protection Officer (address below) with **your** address and a copy will be sent to **you** in the post.

In summary:

**We** and the **administrator** may, as part of **our** agreement with **you** under this contract, collect personal information about **you**, including:

- Name, address, contact details, date of birth and cover required
- Financial information such as bank details
- Details of any claim

**We** and the **administrator** will also collect personal information about any additional people who **you** wish to be insured under the policy.

**We** and the **administrator** may also collect sensitive personal information about **you**, and any additional people who **you** wish to be insured under the policy, where the provision of this type of information is in the substantial public interest, including:

- Medical records to validate a claim should **you** be claiming for sickness or an accident.

**We** and the **administrator** collect and process **your** personal information for the purpose of insurance and claims administration.

All phone calls may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

**Your** personal information may be shared with third parties which supply services to **us** or which process information on **our** behalf (for example, premium collection and claims validation, or for communication purposes related to **your** cover). **We** will ensure that they keep **your** information secure and do not use it for purposes other than those that **we** have specified in **our** Privacy Notice.

Some third parties that process **your** data on **our** behalf may do so outside of the European Economic Area ("EEA"). This transfer and processing is protected by EU Model Contracts which aim to provide the equivalent level of data protection to that found in the EU.

**We** and the **administrator** will keep **your** personal information only for as long as **we** believe is necessary to fulfil the purposes for which the personal information was collected (including for the purpose of meeting any legal obligations).

**We and the administrator** will share **your** information if **we** are required to by law. **We** may share **your** information with enforcement authorities if they ask **us** to, or with a third party in the context of actual or threatened legal proceedings, provided **we** can do so without breaching data protection laws.

If **you** have any concerns about how **your** personal data is being collected and processed, or wish to exercise any of **your** rights detailed in **our** Privacy Notice, please contact:

Group Data Protection Officer  
Canopus Managing Agents Limited  
Gallery 9  
One Lime Street  
London EC3M 7HA  
UK  
privacy@canopus.com  
T + 44 20 7337 3700

### Rights Of Third Parties

A person who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

For **your** information, the Contracts (Rights of Third Parties) Act 1999 allows a person who is not a party to a contract to be able to enforce that contract if the contract expressly allows him/her to or if the contract confers a benefit upon him/her. However, the Act will not be applied if the parties make it clear in the contract that the third party does not have the right to enforce it. For further guidance please see [www.legislation.gov.uk](http://www.legislation.gov.uk) or contact the Citizens Advice Bureau.

### Law And Jurisdiction

This policy shall be governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the courts of England.

### Sanctions

**We** shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

### Several Liability

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

### The Insurer

This insurance is underwritten by Lloyd's Syndicate 4444, which is managed by Canopus Managing Agents Limited. Registered Office: Canopus Managing Agents Limited, Gallery 9, One Lime Street, London, EC3M 7HA. Registered in England no. 01514453.

### Regulatory Details

Canopus Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference: 204847.

The **administrator**, Compass Underwriting Limited, is authorised and regulated by the Financial Conduct Authority. Firm Reference: 304908.

# 10. DEFINITIONS

Wherever the following words appear in bold in this policy they will always have the following meanings:

Word	Meaning
<b>Accident</b>	A sudden, unexpected event which happens at a certain time and place during the <b>period of cover</b> and which causes <b>bodily injury</b> .
<b>Active War</b>	The active participation in a <b>war</b> by an <b>insured person</b> who is deemed under English Law to be under instruction from or employed by the armed forces of any country.
<b>Administrator</b>	Compass Underwriting Limited.
<b>Bodily Injury</b>	An identifiable physical injury which is caused by an <b>accident</b> .
<b>Classification of Medical Procedure(s)</b>	Means either A, B, C or D as listed in the MyRecoveryCheque SCHEDULE OF MEDICAL PROCEDURES AND BENEFITS on pages 8-10 of this Policy Document.
<b>Complex limb or joint reconstruction</b>	A <b>medical procedure</b> which involves the removal of a limb or part of a limb to include the thumb or all fingers on one hand or all toes on one foot, or complete removal of a bone (excluding phalanges, one rib or sesamoid bones), removal of the femoral head, humeral head or patella, fusion of elbow, knee, ankle or wrist. This definition also includes complete removal of muscle in one compartment of a limb.
<b>Employee(s)</b>	Anyone who is employed by <b>you</b> . This can include any director of <b>your</b> company who is salaried by <b>you</b> .
<b>Hospital</b>	A medical facility which has specialist facilities to perform <b>medical procedures</b> .
<b>Insured Person</b>	Persons covered under this policy as declared by <b>you</b> to <b>us</b> via the <b>administrator</b> and listed in the appendix attaching to <b>your Policy Schedule</b> . <b>Insured persons</b> are not parties to this insurance contract which is solely between <b>you</b> and <b>us</b> .
<b>Medical Procedure(s)</b>	A medical procedure which is listed in the SCHEDULE OF MEDICAL PROCEDURES AND BENEFITS on pages 8 -10 of this Policy Document and which is carried out by a <b>medical specialist</b> in a <b>hospital</b> .
<b>Medical Specialist</b>	A doctor included on the Specialist Register of the General Medical Council.
<b>Nuclear Risks</b>	Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive toxic explosion or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
<b>NHS</b>	The National Health Service being the free to use public health service.
<b>Period of Cover</b>	The dates between which cover is provided under this policy as shown in <b>your Policy Schedule</b> . If <b>you</b> have decided not to renew <b>your</b> policy all cover will automatically cease at the end of <b>your period of cover</b> .
<b>Planned Treatment(s)</b>	<b>Medical procedure(s)</b> that in the 12-month period prior to an <b>insured person</b> first becoming insured under this policy or at the date that <b>you</b> increased their level of cover: <ul style="list-style-type: none"> <li>a) An <b>insured person</b> had a date scheduled for such <b>medical procedure(s)</b> to be carried out; or</li> <li>b) An <b>insured person</b> was on a <b>NHS</b> waiting list for the <b>medical procedure</b>; or</li> <li>c) An <b>insured person</b> had been aware of or had been told by their GP or <b>medical specialist</b> that reasonable medical opinion would consider that a <b>medical procedure</b> may be required.</li> </ul>
<b>Policy Schedule</b>	The document <b>you</b> receive with this policy, which sets out the specific details of <b>your</b> cover.
<b>Premium(s)</b>	The amount (shown in <b>your Policy Schedule</b> ) that <b>you</b> pay for the cover under this policy for the specified <b>period of cover</b> . The <b>premium</b> is payable by <b>you</b> by monthly instalments in advance.

<b>Renewal Date</b>	The annual anniversary of the <b>start date</b> of <b>your</b> policy when the <b>administrator</b> will contact <b>you</b> to agree a further <b>period of cover</b> if <b>you</b> wish to renew <b>your</b> policy.
<b>Start Date</b>	The date the <b>administrator</b> accepts <b>your</b> application for cover. This will be shown on <b>your Policy Schedule</b> .
<b>Terrorism</b>	An act, including, but not limited to, the use or threat of force and/or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.
<b>War</b>	Means: a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion assuming the proportions of, or amounting to, an uprising, military or usurped power; or b) Any act of <b>terrorism</b> ; or c) Any act of war or <b>terrorism</b> involving the use of, or release of a threat to use, any nuclear weapon or device or chemical or biological agent.
<b>We/Us/Our</b>	Lloyd's Syndicate 4444 which is managed by Canopus Managing Agents Limited.
<b>You/Your</b>	The company named on the <b>Policy Schedule</b> that is buying this insurance.

Let MyRecoveryCheque™ ease the financial pain of a hospital stay

# MyRecovery Cheque™

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