

Accident Medical Recovery Insurance

Individual Policy Document

Let $MyRecoveryCheque^{TM}$ ease the financial pain of a hospital stay www.myrecoverycheque.co.uk

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1. WELCOME

About Your Insurance

Welcome to your MyRecoveryCheque Policy Document.

This insurance is designed to provide cash benefits if an **insured person** has an **accident** and requires a **medical procedure** which is as a result of the **accident**.

Throughout this policy the words 'you' and 'your' refer to the person named as the Policyholder on the **Policy Schedule** who has purchased this insurance.

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 gives information about changing **your** level of cover.

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 0207 398 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 10-11.

Your insurance is a monthly policy, paid for by **you** in monthly instalments in advance. **You** will be covered for one month from the **start date** and then for each consecutive monthly period for which **we** accept a **premium** from **you** until **your** 75th birthday, or until the insurance is cancelled.

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.

Please contact the **administrator** if **you** need any documents to be made available in braille and/or large print and/or in Audio format.

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, **you** should call Compass Underwriting Limited on 0800 319 6048 or 0207 398 0100. 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 **insured persons** 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.

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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 **insured persons** in relation to whom **you** wish **us** to provide 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 insured persons in relation to whom you wish us to provide cover under this policy are not eligible;

You check that the information you have given us is accurate (see "Disclosure of Important Information" 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 10-11 of this Policy Document. If **you** or any other **insured person** does not meet these conditions, **we** may reject a claim payment or a claim payment could be reduced.

Eligibility For Cover

When **you** applied for this insurance, **we** asked **you** to confirm that all persons to be insured were eligible for cover. The eligibility requirements are as follows:

We will cover you, and if appropriate your spouse or partner residing with you, under this policy if you and your spouse or partner:

- live in the United Kingdom, Channel Islands or Isle of Man for a minimum of 180 days a year.
- are aged at least 18.*
- Are below the age of 75.
- * Subject to payment of the required **premium** by **you**, **your** children can be added to this policy once they have become 3 years old and until they reach the age of 18 years old (or twenty-five years old if they are in full-time education). Benefits for children under the age of 18 are reduced by 50%.

If any **insured person** in respect of whom **you** wish **us** to provide cover under this policy does not meet the eligibility requirements above at the **start date** of **your** policy **we** will not provide 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 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.

Disclosure of Important Information

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information **you** have given **us** via the **administrator**. **You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, and renew **your** policy. If the information provided by **you** is not complete and accurate:

- we may cancel your policy and refuse to pay any claim, or
- · we may not pay any claim in full, or
- we may revise the premium, or
- the extent of the cover may be affected.

If **you** become aware that any information **you** have given is incomplete or inaccurate, please contact the **administrator** as soon as possible. Their contact details are shown on page 3 of this Policy Document.

Increasing Your Level of Cover

If you wish to increase your existing level of cover, please contact the administrator to request a revision of cover form. The administrator's contact details are given on page 3 of this Policy Document.

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**.

What Medical Procedures Are Covered?

All **medical procedures** covered by **your** policy are listed in the SCHEDULE OF MEDICAL PROCEDURES AND BENEFITS on pages 7-9 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.

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

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 a claim, benefit will be paid 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 OFMEDICAL PROCEDURES AND BENEFITS on pages 7 - 9 of this Policy Document and the level of cover that has been purchased by **you** 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 a benefit of £4,000 will be paid.

TABLE OF BENEFITS

Classification of Medical Procedure	Level 1	Level 2	Level 3
Α	£250	£350	£500
В	£750	£1,000	£1,500
С	£3,000	£4,000	£6,000
D	£10,000	£15,000	£20,000

Benefits for children under the age of 18 are reduced by 50%.

SCHEDULE OF MEDICAL PROCEDURES AND BENEFITS

Medical Procedures on the Head and Neck	Classification of Medical Procedure
Surgery to the evolids and evolvenus	
Surgery to the eyelids and eyebrows Surgery to the lacrimal gland and duct	A A
Surgery to the lacrimal gland and duct 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	
Gum surgery other than dental surgery	A A
Guin surgery other than dental surgery	<u> </u>
Surgery to the posterior chamber of the eye and sclera	В
Graft to an eyelid	В
Ear reconstruction surgery	В
Surgery to the nose, nasal septum and paranasal sinuses	В
Open surgery to the pharynx, larynx or trachea	В
Reconstructive surgery to the lip	В
Surgery to the tongue, jaw, palate or mouth	В
Craniotomy for a surgical procedure	C
Major reconstruction of an orbit	C C
Surgery to the facial bones and the temporomandibular joint	L
Craniotomy and partial lobectomy	D
Reconstructive surgery or excision of the maxilla	D
Medical Procedures on the Chest	Classification of Medical Procedure
Thoracoscopy or tube thoracostomy	A
Pericardial drainage	A
r cricuratur urumuge	
Medical Procedures on the Abdomen	Classification of Medical Procedure
Endoscopic renal, ureter, bladder and urethral treatment	Α
Suprapubic catheterisation	A
Abdominal laparoscopy	В
Hernia repair	В
Open abdominal surgery (laparotomy) other than an appendicectomy	С
Surgical creation or closure of an abdominal stoma	C
Open renal surgery	C

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

General Medical Procedures	Benefit
Excision of the skin or a skin lesion	A
Surgery to a nail bed	A
Incision of skin longer than 5cm	A
Nerve graft	В
Nerve exploration or release	С
Reconstructive surgery to the skin including a flap or graft	С

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

Please Note: If **you** undergo 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

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

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

Should **you** wish to make a claim under this policy or if **you** have any questions as to whether a procedure is covered by this policy, please call the MyRecoveryCheque Helpline on **0800 319 6048 or 0207 398 0100** between 9am to 5pm Monday to Friday or send an email to **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 available:

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

Please remember that certain **medical procedures** are not covered. Please refer to the 'EXCLUSIONS" section for full details.

Claims Conditions

You and/or any other **insured person** must comply with the following conditions 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 the date of an **accident**. If the **administrator** is not notified or supplied with the relevant information within 90 days of the **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 the **administrator** is contacted and a claim form will be sent. The form will need to be completed, signed and returned by **you** to the **administrator** together with any supporting documents that it has requested.
- 3. The **insured person's** permission for the **administrator** to see their medical records and/or report(s) will need to be given or obtained 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 the 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 must continue to pay your premium for the period of cover in which your claim began, or we may, at our discretion, deduct any outstanding premium from any claim payment due.
- 5. **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.
- 6. **You** will need to provide assistance and co-operate with the a**dministrator** 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 that 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 **premiums** 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.

Benefits for any claims relating to your children will be paid to you.

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 **insured person** will end automatically on the date that any of these events happen:

- Non-payment of a monthly premium when it becomes due. If this happens, we will contact you requesting
 payment within 14 days. If we do not receive payment within this period, we will write to you again notifying you
 that your policy has been cancelled.
- An insured person stops living in the United Kingdom, Channel Islands or the Isle of Man for a minimum of 180 days a year.
- An **insured person** reaches the age of 75
- Your child reaches the age of 18 (or twenty-five years old if they are in full-time education).
- An insured person's death.

Your Cancellation Rights

Cancelling Your Cover During the Cooling off Period

You can cancel your cover simply by writing to the administrator within 30 days of the start date or from when you receive your documents and we will return all your premiums unless you have made a claim or intend to make a claim.

Cancelling Your Cover After the Cooling off Period

You can also cancel **your** cover at any other time. There will be no refund of **premium** because **you** will only have paid for the cover **you** have already received.

The **administrator's** contact details, should **you** wish to cancel **your** cover, are given on page 3 of this Policy Document.

Our Cancellation Rights

We may terminate cover under this insurance by giving you at least 3 months written notice at your last known address. If we cancel cover under your policy, no further premium will be payable by you and you will continue to receive any benefits for a valid claim if your claim date was before the date this policy was cancelled.

Some common reasons why we may cancel your policy are:

- if there is a change to the risk which means **we** can no longer provide cover;
- if you display threatening or abusive behaviour towards us or the administrator; or
- if you do not co-operate with us or the administrator, or fail to supply any information requested.

7. RENEWAL OF THE POLICY

This is a monthly insurance policy which will renew automatically each month unless you or we terminate cover.

Please note that it may sometimes be necessary for **us** to make changes to the policy terms or **premiums**. Any new terms or changes to the **premiums** will be explained clearly to **you** in writing at least 60 days in advance of any changes being made.

8. THE INSURER'S RIGHT TO CHANGE YOUR COVER OR THE PRICE OF YOUR INSURANCE

We will give you at least 2 months written notice if we decide, or need, to change your policy cover or the price of your insurance. The notice of the change will be sent to your last known address, although we may introduce changes immediately and advise you within 30 days of the change having been made if the change is favourable to you. A favourable change could include, but is not restricted to, a reduction in the rate of Insurance Premium Tax, a general reduction in the price of your policy, or an improvement to the cover and benefits.

We will only change your premium and/or the terms and conditions of your policy for the following reasons:

- to make the terms or conditions of **your** policy more favourable to **you**;
- to make minor changes to **your** policy wording that do not affect the nature of the cover and benefit provided such as changes to make the policy easier to understand;
- to reflect changes in the law, in regulation (including any decision of a regulatory body), or to any code of practice or industry guidance affecting **us** or **your** policy;
- to reflect changes to taxation applicable to your policy (including, but not limited to, insurance premium tax);
- to reflect increases or reductions in the cost (or projected cost) of providing **your** insurance, including, but not limited to, increases or decreases caused by changes to the number or cost of claims which **we**, as part of **our** pricing policy, have assumed or projected will be made under this insurance;
- to cover the cost of any changes to the cover/benefits provided under this insurance including, but not limited to, the removal of one or more policy exclusion(s);
- to cover the cost of changes to the systems, services or technology in support of this insurance.

Once **we** have made an alteration no further changes will be made to the terms and conditions or the premium for **your** policy for at least 6 months, unless **we** are obliged to do so by law, regulation and any code of practice or industry guidance.

Upon receiving notice of any changes or proposed changes, **you** may cancel cover in accordance with Section 6 of this Policy Document if **you** are unhappy with the change or proposed change.

9. 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

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 Website: 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 live 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

Website: www.financial-ombudsman.org.uk

If you live 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

Web: www.ci-fo.org

Alternatively, if **you** live in the UK and if **you** purchased **your** insurance online*, please note that **you** can, if **you** wish, also submit **your** complaint via the Online Dispute Resolution (ODR) Platform set up by the European Commission. This service has been set up to help residents in the European Economic Area (EEA), who have bought goods or services online, get their complaint resolved. **You** can access the ODR Platform by clicking on the following link: http://ec.europa.eu/consumers/odr/

This does not affect **your** right to submit **your** complaint following the process above. Please note that under current rules the European Commission will ultimately redirect **your** complaint to the relevant ADR body detailed above.

* "Online" includes all products sold via a website, email, telephone and social media amongst others with a digital element.

10. 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 to **you** 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

Data Protection

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.canopius.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
Canopius Managing Agents Limited
Gallery 9
One Lime Street
London EC3M 7HA
UK
privacy@canopius.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 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.

Transferring This Policy (Assignment)

You cannot transfer this policy to anyone else. We will only pay claims to you or your estate.

The Insurer

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

Regulatory Details

Canopius 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.

11. DEFINITIONS

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

Word	Meaning
Accident	A sudden, unexpected event which happens at a certain time and place during the period of cover and which causes bodily injury .
Active War	The active participation in a war by an insured person who is deemed under English Law to be under instruction from or employed by the armed forces of any country.
Administrator	Compass Underwriting Limited.
Bodily injury	An identifiable physical injury, which is caused by an accident.
Classification of Medical Procedure(s)	Means either A, B, C or D as listed in the MyRecoveryCheque SCHEDULE OF MEDICAL PROCEDURES AND BENEFITS on pages 7-9 of this Policy Document.
Complex limb or joint reconstruction	A medical procedure 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.
Hospital(s)	A hospital located in the United Kingdom, Channel Islands or the Isle of Man which has specialist facilities for medical procedures . Hospitals in other countries may be included in this definition at our discretion.
Insured Person	Persons covered under this policy who are listed on your Policy Schedule. Insured persons other than you are not parties to this insurance contract which is solely between you and us.
Medical Procedure(s)	A medical procedure which is listed in the SCHEDULE OF MEDICAL PROCEDURES AND BENEFITS on pages 7-9 of this Policy Document and which is carried out by a medical specialist .
Medical Specialist	A doctor included on the Specialist Register of the General Medical Council or an equivalent body.
NHS	The National Health Service being the free to use public health service.
Nuclear Risks	lonising 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.
Period of Cover	The dates between which cover is provided under this policy as shown in your Policy Schedule. If you have decided not to renew your policy all cover will automatically cease at the end of your period of cover.
Planned Treatment(s)	 Medical procedure(s) that in the 12-month period prior to an insured person first becoming insured under this policy or at the date that you increased their level of cover: a) An insured person had a date scheduled for such medical procedure(s) to be carried out; or

	b) An insured person was on a NHS waiting list for the medical
	 procedure; or c) An insured person had been aware of or had been told by their GP or medical specialist that reasonable medical opinion would consider that a medical procedure may be required.
Policy Schedule	The document you receive with this policy, which sets out the specific details of your cover including the level of cover you have chosen and your period of cover .
Premium(s)	The amount (shown in your Policy Schedule) that you pay for the cover under this policy for the specified period of cover . The premium i s payable by you by monthly instalments in advance.
Start Date	The date the administrator accepts your application for cover. This will be shown on your Policy Schedule .
Terrorism	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.
War	 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 terrorism; or c) Any act of war or terrorism involving the use of, or release of a threat to use, any nuclear weapon or device or chemical or biological agent.
We/Us/Our	Lloyd's Syndicate 4444 which is managed by Canopius Managing Agents Limited.
You/Your	The person named as the Policyholder on the Policy Schedule who is buying this insurance.



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