

## Accident and Sickness Medical Recovery Insurance

# Company Policy Document

Let MyRecoveryCheque™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 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** or suffers a **heart attack**.

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 condition or 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 17 - 18.

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 24-25 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 condition or 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.

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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 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 17 - 18 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 fixed monetary benefits should an **insured person** undergo a **medical procedure** in **hospital** covered by this policy which has a **treatment date** during the **period of cover** or suffer a **heart attack** which requires an admission to **hospital** and results in permanent damage to the heart muscle as defined in this policy during the **period of cover**.

Unless otherwise stated in your Policy Schedule this policy does not cover the insured person for planned treatments.

#### **What Medical Procedures Are Covered?**

All **medical procedures** covered by MyRecoveryCheque are listed in the SCHEDULE OF MEDICAL PROCEDURES AND BENEFITS on pages 9-14 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.

#### **Policy Limits**

- 1. Other than claims for the treatment of cancer (see "How We Cover Cancer" below), you may make up to 3 claims in any period of cover in relation to each insured person.
- 2. Should an **insured person** require more than one **medical procedure** at the same time or in succession, then **we** will only pay for the **medical procedure** which has the highest **classification of medical procedure** as follows:
- If the highest medical procedure is a classification of medical procedure Band A and if more than 1 medical procedure is undertaken within 7 days of an insured person's first treatment date, then we will only pay for a classification of medical procedure Band A medical procedure.
- If the highest medical procedure is a classification of medical procedure Band B and if more than 1 medical procedure is undertaken within 14 days of an insured person's first treatment date, then we will only pay for a classification of medical procedure Band B medical procedure.
- If the highest medical procedure is a classification of medical procedure Band C and if more than 1 medical procedure is undertaken within 42 days of an insured person's first treatment date, then we will only pay for a classification of medical procedure Band C medical procedure.
- If the highest medical procedure is a classification of medical procedure Band D and if more than 1
  medical procedure is undertaken within 84 days of an insured person's first treatment date, then we will
  only pay for a classification of medical procedure Band D medical procedure.

#### **How We Cover Cancer**

Subject to Policy Limits detailed above, you can make one claim in relation to the treatment of cancer during the lifetime of each **insured person** unless the cancer is either a **planned treatment** or a **recurrent cancer** in which case it is excluded.

A treatment for cancer can include a maximum of one episode of surgery, one course of **chemotherapy** and one course of **radiotherapy** providing that the treatment is for the same cancer.

No further treatments will be covered during an **insured person's** lifetime either for additional treatment of the original cancer or for a recurrence of that cancer in the same place or another place in the body or for the occurrence of another cancer anywhere else in the body.

#### 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 9-14 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<br>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 |

# SCHEDULE OF MEDICAL PROCEDURES AND BENEFITS

| Medical Procedures on the Head and Neck               | Classification<br>of Medical<br>Procedure |
|---|---|
| Non-cosmetic surgery to the eyelids and eyebrows      | Α   |
| Surgery to a lacrimal gland and duct                  | Α   |
| Surgery to the eye muscles                            | Α   |
| Surgery to the eye lens, iris, cornea and conjunctiva | Α   |
| Surgery to the ear, ear canal and eardrum             | Α   |
| Endoscopic surgery to the pharynx                     | Α   |
| Removal of a lesion from the lip                      | Α   |
| Gum surgery other than dental surgery                 | Α   |
| Tongue biopsy   | Α   |
| Tonsil biopsy or drainage                             | Α   |
| Biopsy of a salivary gland                            | Α   |
| Open surgery to a salivary duct                       | Α   |
| Tonsillectomy   | Α   |

| Medical Procedures on the Head and Neck                              | Classification<br>of Medical<br>Procedure |
|--|---|
| Craniotomy for a biopsy, insertion or adjustment of a medical device | В   |
| Thyroidectomy, partial thyroidectomy or parathyroidectomy            | В   |
| Removal of a thyroglossal cyst                                       | В   |
| Surgery to the posterior chamber of an eye and sclera                | В   |
| Graft to an eyelid   | В   |
| Ear reconstruction surgery   | В   |
| Surgery to the middle ear  | 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   |
| Open surgery to a salivary gland                                     | В   |
| Transluminal embolisation of an artery                               | В   |
| Surgery to the dura  | В   |

| Medical Procedures on the Head and Neck  | Classification<br>of Medical<br>Procedure |
|--|---|
| Craniotomy for a surgical procedure  | С   |
| Major reconstruction of an orbit   | С   |
| Mastoid or inner ear surgery   | С   |
| Excision of part of the tongue, cheek, salivary gland, palate, pharynx or larynx other than for biopsy | С   |
| Open treatment of a cerebral aneurysm  | С   |
| Surgery to the facial bones and temporomandibular joint  | С   |

| Medical Procedures on the Head and Neck              | Classification<br>of Medical<br>Procedure |
|--|---|
| Craniotomy and partial lobectomy                     | D   |
| Reconstructive surgery or an excision of the maxilla | D   |
| Excision of the mandible                             | D   |

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| Medical Procedures on the Chest                               | Classification<br>of Medical<br>Procedure |
|---|---|
| Transluminal treatment of the aorta, other arteries and veins | A   |
| Cardiac ablation  | Α   |
| Bronchoscopy with treatment                                   | А   |
| Transluminal coronary artery procedures                       | А   |
| Pacemaker insertion and replacement                           | Α   |

| Medical Procedures on the Chest        | Classification<br>of Medical<br>Procedure |
|--|---|
| Breast lumpectomy, drainage of abscess | В   |
| Surgery to a nipple or breast duct     | В   |
| Pleurectomy                            | В   |
| Thoracoscopy or a tube thoracostomy    | В   |
| Pericardial drainage                   | В   |

| Medical Procedures on the Chest                               | Classification<br>of Medical<br>Procedure |
|---|---|
| Partial or total mastectomy and reconstructive breast surgery | С   |
| Open chest surgery (thoracotomy)                              | С   |

| Medical Procedures on the Chest              | Classification<br>of Medical<br>Procedure |
|--|---|
| Total pneumonectomy                          | D   |
| Oesophagectomy and bypass                    | D   |
| Lung transplant                              | D   |
| Heart transplant                             | D   |
| Excision or reconstruction of the chest wall | D   |

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| Medical Procedures on the Abdomen   | Classification<br>of Medical<br>Procedure |
|---|---|
| Endoscopic treatment of the gastroentestinal tract  | Α   |
| Endoscopic renal, ureter, bladder and urethral treatment  | А   |
| Lithotripsy   | Α   |
| Kidney treatment through a nephrostomy  | А   |
| Suprapubic catheterisation  | Α   |
| Biopsy of the cervix or surgical removal of a lesion  | А   |
| Cervical dilatation, curettage, endometrial ablation or evacuation of uterus other than for an abortion | Α   |
| Endoscopic operations on a fetus  | А   |

| Medical Procedures on the Abdomen      | Classification<br>of Medical<br>Procedure |
|--|---|
| Endoscopic treatment of the oesophagus | В   |
| Appendicectomy                         | В   |
| Abdominal laparoscopy                  | В   |
| Nephroscopy                            | В   |
| Hernia repair                          | В   |
| Drainage of an abdominal abscess       | В   |
| Laparascopic or vaginal hysterectomy   | В   |

| Medical Procedures on the Abdomen   | Classification<br>of Medical<br>Procedure |
|---|---|
| Open abdominal surgery (laparotomy) other than an appendicectomy          | С   |
| Surgical creation or closure of an abdominal stoma                        | С   |
| Open renal surgery  | С   |
| Abdominal and vaginal operations to support the vagina, bladder or rectum | С   |
| Abdominal hysterectomy  | С   |

| Medical Procedures on the Abdomen | of Medical<br>Procedure |
|-----------------------------------|-------------------------|
| Gastrectomy                       | D                       |
| Liver transplant                  | D                       |
| Excision of the pancreas          | D                       |

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| Medical Procedures on the Perineum                | Classification<br>of Medical<br>Procedure |
|---|---|
| Haemorrhoid surgery and anal sphincter dilatation | А   |
| Surgery to the prepuce                            | А   |

| Medical Procedures on the Perineum  | Classification<br>of Medical<br>Procedure |
|---|---|
| Surgery to the anus, peri-anal region or a pilonidal sinus                    | В   |
| Transurethral prostate surgery  | В   |
| Open urethral surgery   | В   |
| Surgery to the penis, scrotum, testes and male perineum for trauma or disease | В   |
| Surgery to the vagina, vulva or female perineum                               | В   |

| Medical Procedures on the Perineum   | Classification<br>of Medical<br>Procedure |
|--|---|
| Urethrectomy and urethral reconstruction                                       | С   |
| Amputation of the penis  | С   |
| Reconstructive surgery to the penis including prosthesis for trauma or disease | С   |
| Vulvectomy   | С   |
| Colpectomy, vaginal reconstruction and vaginal fistula repair                  | С   |
| Resection of the anus  | С   |

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| Orthopaedic Procedures              | Classification<br>of Medical<br>Procedure |
|-------------------------------------|---|
| Carpal tunnel release               | А   |
| Surgery to a ganglion               | A   |
| Surgery for trigger finger or thumb | А   |

| Orthopaedic Procedures                                  | Classification<br>of Medical<br>Procedure |
|---|---|
| Arthroscopy including a meniscal repair or meniscectomy | В   |
| Subacromial decompression                               | В   |
| Insertion of an interspinous process spacer             | В   |
| Removal of an overgrowth or lesion of bone              | В   |
| Closed reduction of dislocation of a joint              | В   |
| Surgery to the fingers and toes including amputation    | В   |
| Joint manipulation under an anaesthetic                 | В   |
| Implantation of a prosthesis for a limb                 | В   |

| Orthopaedic Procedures  | Classification<br>of Medical<br>Procedure |
|---|---|
| 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 or labrum of the shoulder                                 | С   |
| Bursectomy  | С   |
| Tendon and/or muscle repair debridement or reconstruction   | С   |
| Surgery to a vertebra or a disc   | С   |
| Excision of an ectopic bone, cervical rib or a sesamoid bone  | С   |
| Osteotomy excluding bunion osteotomy  | С   |
| Fusion of a joint   | С   |
| Open surgery to a joint other than metacarpo-phalangeal, metatarso-phalangeal and interphalangeal joints      | С   |
| Release of a contracture of a joint   | С   |
| Arthroscopic surgery to a surface cartilage   | С   |
| Reconstruction of a ligament including a knee ligament  | С   |

| Orthopaedic Procedures  | Classification<br>of Medical<br>Procedure |
|---|---|
| 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 a thumb, all fingers on one hand or all toes on one foot | D   |
| Total excision of a bone excluding a phalanx, cervical rib or sesamoid bones                              | D   |
| Traction of a fractured bone  | D   |
| Surgery for osteomyelitis   | D   |
| Reconstruction or fusion of a bone using bone graft   | D   |

| General Medical Procedures                    | of Medical<br>Procedure |
|---|-------------------------|
| Excision of the skin or a skin lesion         | Α                       |
| Surgery to a nail bed                         | Α                       |
| Incision of the skin which is longer than 5cm | A                       |

| General Medical Procedures                                      | Classification<br>of Medical<br>Procedure |
|---|---|
| Nerve graft   | В   |
| Nerve or spinal nerve root destruction or a removal of a lesion | В   |
| Peripheral neurostimulator implantation                         | В   |
| Arteriovenous shunt procedures                                  | В   |
| Varicose vein surgery or sclerosis                              | В   |
| Surgery to a fascia   | В   |
| Radiotherapy  | В   |

| General Medical Procedures                                   | Classification<br>of Medical<br>Procedure |
|--|---|
| Nerve exploration or release                                 | С   |
| Open artery reconstruction and embolectomy surgery           | С   |
| Reconstructive surgery to the skin including a flap or graft | С   |
| Block dissection of lymph nodes                              | С   |
| Lymphoedema surgery  | С   |
| Chemotherapy   | С   |

| Non-Medical Procedures | Classification<br>of Medical<br>Procedure |
|------------------------|---|
| Heart                  | С   |

**Classifications of Medical Procedures** are based on research and consensus guidelines in conjunction with Working Fit Ltd, a UK based consultant- led independent provider of advice on occupational health.

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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. Planned treatment(s).
- 2. An **insured person's** failure to seek or follow medical advice where such failure is unreasonable in the opinion of a **medical specialist** appointed by **us**.
- 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.
- 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. Any **medical procedure** which is not listed in the SCHEDULE OF MEDICAL PROCEDURES AND BENEFITS on pages 9-14 of this Policy Document.

#### **Specific Policy Exclusions**

This insurance does not cover claims for, or in any way caused or contributed to by:

- 1. Any dental condition or dentistry, including gum diseases and wisdom tooth extraction.
- 2. Recurrent cancer.
- 3. Treatment for a specific cancer which exceeds a maximum of one episode of surgery, one course of **chemotherapy** and one course of **radiotherapy**. No further treatments will be covered during an **insured person's** lifetime either for additional treatment of the original cancer or for a recurrence of that cancer in the same place or another place in the body or for the occurrence of another cancer anywhere else in the body.
- 4. Biopsies or endoscopic biopsies unless performed as a part of a listed surgical procedure such as arthroscopy, craniotomy, laparoscopy, nephroscopy or thoracostomy.
- 5. Drainage of fluids or other substances through a tube or needle unless performed as a part of a listed surgical procedure such as arthroscopy, craniotomy, laparoscopy, nephroscopy or thoracostomy.
- 6. Vasectomy or reversal of vasectomy.
- 7. Female sterilisation, reversal of sterilisation or IVF treatment.
- 8. Acquired Immune Deficiency Syndrome (AIDS) or Human Immunodeficiency Syndrome (HIV) or AIDS-related complex (ARC), howsoever this syndrome has been acquired or may be named.
- 9. Any sexually transmitted disease.
- 10. Cosmetic surgery other than for reconstruction after trauma or malignancy.

- 11. Obesity surgery and associated cosmetic surgery including abdominoplasty.
- 12. Obstetric surgery other than surgery for ectopic pregnancy, hydatidiform mole, selective feticide and surgery to treat a fetus in utero.
- 13. Childbirth, whether natural or by Caesarean section.
- 14. Gender reassignment or any related treatment whether or not it is for psychological purposes.
- 15. Any medical condition resulting from a **heart attack**.

## 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 submit a claim after a **medical procedure** has been performed on an **employee** within 90 days of their **treatment** date.

Should **you** need to make a claim under this policy or have any questions as to whether a condition or 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.

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 name and details of the **insured person** in respect of whom the claim is being made.
- What **medical procedure** the **insured person** has undergone and when symptoms of the medical condition which resulted in the **medical procedure** began.

Please remember that certain **medical procedures** are not covered. Please refer to the EXCLUSIONS on pages 15-16 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 the date of the **treatment date** giving rise to the claim. If **you** do not notify the **administrator** or supply it with the relevant information within 90 days 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.

#### **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** or suffered from a **heart attack**, the appropriate benefit applicable to the **medical procedure** or **heart attack** 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

#### 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 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 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

Website: 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

Web: 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

#### **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.

#### 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.

## 10. DEFINITIONS

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

| Word                                      | Meaning  |
|---|--|
| Active War                                | 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.  |
| Administrator                             | Compass Underwriting Limited.  |
| Chemotherapy                              | A course of up to six cycles of treatment using intra venous, intra thecal, intra vesical, intra peritoneal or oral cytoxic agents for the treatment of cancer. Any treatment session occurring within 90 days of another session is deemed to be part of the same course.   |
| Classification of Medical<br>Procedure(s) | Means either A, B, C or D as listed in the MyRecoveryCheque SCHEDULE OF MEDICAL PROCEDURES AND BENEFITS on pages 9 -14 of this Policy Document.  |
| Complex limb or joint reconstruction      | 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.   |
| Employee(s)                               | 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> .  |
| Heart Attack(s)                           | The death of a heart muscle, due to inadequate blood supply, that has resulted in all of the following evidence of acute myocardial infarction:  Typical clinical symptoms (for example, characteristic chest pain).  New characteristic electrocardiographic changes.  The characteristic rise of cardiac enzymes or Troponins recorded at the following levels or higher;  Troponin T > 1.0 ng/ml  AccuTnl > 0.5 ng/ml or equivalent threshold with other Troponin I methods. The evidence must show a definite acute myocardial infarction. |
| Hospital(s)                               | A hospital located in the United Kingdom, Channel Islands or the Isle of Man which has specialist facilities for <b>medical procedures</b> . Hospitals in other countries may be included in this definition at <b>our</b> discretion.   |
| Insured Person                            | 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> .   |
| Medical Procedure(s)                      | A medical procedure which is listed in the SCHEDULE OF MEDICAL PROCEDURES AND BENEFITS on pages 9-14 of this Policy Document and which is carried out by a <b>medical specialist</b> .   |
| Medical Specialist                        | A doctor included on the Specialist Register of the General Medical Council.   |
| 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.  |
| NHS                                       | The National Health Service being the free to use public health service.   |

| Planned Treatment(s) | <ul> <li>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:</li> <li>a) An insured person had a date scheduled for such medical procedure(s) to be carried out; or</li> <li>b) An insured person was on a NHS waiting list for the medical procedure; or</li> <li>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.</li> </ul> |
|----------------------|--|
| Period of Cover      | 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> .  |
| Policy Schedule      | The document <b>you</b> receive with this policy, which sets out the specific details of <b>your</b> cover.  |
| Premium(s)           | 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 i</b> s payable by <b>you</b> by monthly instalments in advance.  |
| Radiotherapy         | A sequence of medical treatment sessions using high energy radiation from X rays, gamma rays, neutrons and other radioactive sources prescribed for the treatment of cancer. Any treatment session occurring within 90 days of another session is deemed to be part of the same sequence.  |
| Recurrent Cancer     | Cancer that has recurred (returned), usually after a period of time during which the cancer could not be detected. The cancer may come back to the same place as the original (primary) tumour or to another place in the body.  |
| Renewal Date         | 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.  |
| Start Date           | The date the <b>administrator</b> accepts <b>your</b> application for cover. This will be shown on <b>your Policy Schedule</b> .   |
| Terrorism            | An act, including, but not limited to, the use or threat of force and/or violence, of any person or group(s) or 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.  |
| Treatment Date       | The date on which an <b>insured person</b> undergoes the <b>medical procedure</b> or suffers a <b>heart attack</b> in respect of which a claim under this policy is being made.  |
| 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 company named on the <b>Policy Schedule</b> that is buying this insurance.   |



MediCheque Cash Plans Limited 50 Mark Lane London EC3R 7QR

www.myrecoverycheque.co.uk

**Tel:** 0800 319 6048

Email: admin@compassuw.co.uk

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