

simplycashplan

Your
Simply Cash Plan
Policy Document

Including your Terms and Conditions

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Introduction

These terms and conditions set out the way **we** provide **you** with cover under **your** plan. They bind **you**, as a **member**, whether or not **you** have signed the application form or other documents. Please read them carefully and keep them in a safe place for future reference. If **you** have any questions about these terms and conditions, please contact Customer Services on **0800 980 7890**.

Making information about us accessible

We aim to make information about **us** accessible to **you**, whatever **your** needs. **You** may call **us** on **our** Minicom service on 0800 072 5840 and information is available in large print or audio.

Section 1: Definitions

To avoid repetition, the following words or expressions, wherever used in this **policy**, have the specific meanings given below. To identify the defined words or expressions, these are shown in **bold** print throughout this **policy**.

Acupuncturist/homeopath

A practitioner who is qualified and registered with an approved professional organisation recognised by **us** in the appropriate field. To check the organisations that **we** recognise please call Customer Services on 0800 980 7890.

Adjusted Claims Loss Ratio

The amount claimed in a given calendar year divided by the premiums received in the same calendar year, excluding claims for New child payment and all elements of Hospital Cover.

Child/children

Natural or legally adopted dependent children of **you** or **your partner**, who are under the age of 18 and permanently live with **you**.

Claiming year

The period of time during which **you** can claim the benefit for **your** chosen level of cover. **Your** first claiming year starts on **your registration date** and runs for 12 months. Subsequent claiming years start on the anniversary of **your registration date** and run for 12 months.

Date of treatment

The date the treatment was supplied, the date of adoption or birth/stillbirth of the **child** or the date when **you** were discharged from hospital.

Day case

A patient who is admitted to hospital or day-patient unit because they need a period of medically

supervised recovery but does not occupy a bed overnight. This does not include out patient treatment.

EEA

The countries of the European Economic Area plus Switzerland.

Member

A policyholder with Simplyhealth.

Partner

A husband, wife or civil partner under the Civil Partnership Act 2004, or a person who lives with **you** permanently as if they were **your** legal spouse or civil partner.

Policy

Our contract of insurance with **you**.

Policy document

This policy document and the **table of cover**, which comprises the terms and conditions that relate to the **policy**.

Pre-existing condition

Any condition for which **you**

- have been referred to a consultant or hospital for either investigation or treatment prior to the date of joining or
- are receiving consultant or hospital treatment or investigations prior to the date of joining or
- reasonably believe that **you** would be referred to a consultant or hospital for investigation or treatment within 12 months of joining the **policy**

These conditions will be excluded for 12 months from **your** application to join the **policy**.

Qualifying period

A period of time that must elapse before **we** will accept claims for the particular benefit. This applies on an individual basis from the date **you** join the **policy**. (See New-child payment on page 9)

Registration date

The date the **policy** begins, as shown in **your** welcome letter.

Table of cover

A table (current at the **date of treatment**) issued by **us** giving the levels of cover that apply to each of the premium levels (where applicable) of the **policy** and terms and conditions for joining, changing **your** premium level and where applicable adding a **child** or **partner** to the **policy**. The table of cover forms part of the **policy document**

We/our/us

Simplyhealth Access trading as Simplyhealth, a company incorporated in England and Wales.

You/your

The **member** and, where applicable, any **partner** or **children** covered under the **policy**.

Section 2: Details of what is covered and not covered

The following section details what is and is not covered under for specific treatments. **These Terms and Conditions must be read in conjunction with your table of cover to establish whether you are covered for a specific benefit/treatment.**

For the following benefits **we** will pay **you** up to the maximum amount of **your** chosen level shown in the **table of cover**. **You** are required to pay the cost of **your** treatment and claim this back from **us**, up to **your** maximum entitlement in **your** claiming year.

Chiropody/podiatry cover

What is covered

- Treatment supplied by a chiropodist or podiatrist who is registered with the Health Professions Council (HPC)
- Assessments, for example gait analysis, performed by a chiropodist or podiatrist
- Consumables prescribed and supplied by the chiropodist or podiatrist at the time of treatment, for example orthotics and dressings
- Consultations and treatment with a podiatric surgeon

What is not covered

- Cosmetic pedicures
- X-rays
- Consumables not prescribed or supplied by the chiropodist or podiatrist at the time of treatment, for example corn plasters, insoles, dressings
- Surgical footwear, for example corrective footwear
- Treatment supplied by a chiropodist or podiatrist who is not registered with the Health Professions Council (HPC)

Dental cover

What is covered

- Dental check-ups
- Treatment provided by a dentist, periodontist or orthodontist
- Endodontic treatment

- Hygienist fees
- Local anaesthetic fees and intravenous sedation
- Dental brace or gum-shield provided by a dentist or orthodontist
- Dental crowns, bridges and fillings
- Dentures
- Laboratory fees and dental technician fees referred by a dentist or orthodontist
- Dental x-rays
- Denture repairs or replacements by a dental technician

What is not covered

- Dental prescription charges
- Dental consumables, for example toothbrushes, mouthwash and dental floss
- Dental practice plan premiums and dental insurance premiums
- Dental implants and bone augmentation procedures, for example sinus lift, bone graft
- Cosmetic procedures, for example dental veneers, tooth whitening and the replacement of amalgam fillings with white fillings
- Joining fees
- Laboratory fees not connected to dental treatment or performed by a dentist
- Missed appointment fees and administration fees
- Dental treatment provided at a hospital as a **day case** or in-patient (this may be claimed under Hospital cover)

Full body health screening

This benefit is designed to provide **you** with a detailed assessment of **your** state of health. **You** must provide full details of the Health Screen with **your** receipt.

What is covered

- A health risk assessment undertaken for preventative reasons, by a registered nurse or doctor, by a registered health screening clinic or service provider. The health screen must include all of the following:
 - a full blood test/screen,
 - urinalysis,
 - lifestyle questionnaire,
 - blood pressure measurement,
 - body composition measurement (height, weight, hip to waist, BMI and body fat percentage)

What is not covered

- Medical examinations
- Medical and radiological tests when not part of a full body healthscreen for preventative reasons. For example ultrasounds, scans, x-rays, cholesterol, bone density scans and blood tests.
- MRI scans
- Diagnostic procedures and tests
- Tests related a to symptom or condition
- Home testing kits
- Internet screening
- Medical screening for employment purposes
- Emigration examinations

Optical cover

What is covered

- Sight-test fees, scans or photos for an eye test
- Fitting fees
- Prescribed glasses, including frames and prescribed lenses
- Adding new prescribed lenses to existing frames
- Spectacle frames
- Contact lenses
- Consumables supplied as part of an optical prescription, for example solutions and tints
- Repairs to glasses
- Sunglasses, safety spectacles and swimming goggles with prescription lenses
- Contact lenses paid for by instalment

What is not covered

- Eye laser surgery
- Optical consumables, for example contact lens cases, spectacle cases and spectacle chains/cords, or cleaning materials
- Solutions that are not part of a prescription
- Magnifying glasses
- Non-prescription glasses
- Lenses supplied under an optical insurance plan
- Contact lens replacement insurance premiums
- Opticians' insurance premiums
- Ophthalmic consultant charges or tests related to an ophthalmic consultation (these may be covered under Diagnostic Consultation cover)
- Postage and packing costs

Physiotherapy/osteopathy/ chiropractic/acupuncture/ homeopathy cover

What is covered

- Treatment provided by a physiotherapist, osteopath, chiropractor, **acupuncturist** or **homeopath** in their specific field of expertise
- Homeopathic medicines prescribed by a registered **homeopath** where payment is made directly to the **homeopath**
- Consultations with a physiotherapist

What is not covered

- Treatment that is not physiotherapy, osteopathy, chiropractic, acupuncture or homeopathy
- All other treatments, for example reflexology, aromatherapy, herbalism, sports/remedial massage, Indian head massage, reiki, and Alexander technique
- X-rays and scans
- Appliances, for example lumbar roll, back support, TENS machine
- Homeopathic medicines purchased from a chemist, health food shop, by mail order or over the internet
- Internet or telephone homeopathic consultations
- Homeopathic medicines prescribed by or purchased from a professional who is not a registered **homeopath**
- Physiotherapist treatment provided by an individual not registered with the Health Professions Council (HPC)
- Chiropractic treatment provided by a chiropractor who is not registered with the General Chiropractic Council
- Osteopathy treatment provided by a osteopath who is not registered with the General Osteopathic Council

Hearing aid benefit

What is covered

- The supply of a prescribed hearing aid by a registered hearing aid dispenser
- Fitting fees by an registered hearing aid dispenser
- Repairs to an existing hearing aid
- A hearing aid paid for by installments

What is not covered

- Non-prescribed or disposable hearing aids
- Hearing aid insurance premiums

- Consumables including but not limited to batteries etc
- Voice loop

Diagnostic consultation cover

We will pay **you** for **your** diagnostic consultation for the sum **you** have paid directly to a medically qualified consultant, surgeon or physician. The consultant, surgeon or physician must meet the following criteria;

- Their name is included on the register of consultants/surgeons/physicians maintained by the General Medical Council/General Dental Council and they must hold a current licence to practise (please see www.gmc-uk.org or www.gdc-uk.org)
- They hold or have held a substantive appointment (i.e. not a locum) as a consultant in a National Health Service Hospital/the Armed Services

If **you** have any questions as to whether **your** consultant meets these criteria then please contact Customer Services on 0800 980 7890.

A diagnostic consultation is typically to establish what is wrong and to discuss treatment options. **We** will pay up to the appropriate maximum entitlement detailed in **your table of cover** available in **your claiming year** under **your** cover level.

What is covered

- A consultant's fee for a diagnostic consultation (typically to establish what is wrong and to discuss treatment options)
- Blood tests or visual field tests directly connected to a diagnostic consultation
- Allergy tests performed by a GP or consultant

What is not covered

- Cost of a referral
- Treatment charges
- Consultations with a podiatric surgeon (these may be claimed under chiropody/podiatry)
- Operation fees
- Medical examinations and reports
- Private hospital charges, for example room fees
- Health-screening services
- Visits to clinics and GPs
- X-rays and diagnostic scans, for example mammograms, CT scans, ultrasounds and MRI scans
- Investigative procedures, for example colonoscopy, laparoscopy, colposcopy and sigmoidoscopy

- Pathology and biopsy
- Medical tests, for example ECG, EEG, and lung function tests
- Anaesthetic fees
- Counselling services, for example psychiatric, psychological and bereavement
- Dietician/nutritional services
- Speech therapy and dyslexia services
- Assisted conception, fertility treatment and pregnancy care
- Pregnancy termination
- Post-operative consultations
- Check-ups including cancer remission checks
- Food intolerance/nutrition tests
- Consultations on a cruise ship where the cruise itinerary is outside the waters of the **EEA**

Health and counselling helpline

This service allows **you** to call for advice on a range of basic medical, health and wellbeing matters, as well as telephone counselling. This service is available 24 hours a day, 7 days a week and can be accessed by calling free on 0800 975 3345.

Simplyhealth will not be held responsible if **you** experience any delay or failure in the provision of this helpline that is beyond **our**, or the service providers', control.

If **you** have questions about the administration of the **policy** and claims, please contact the Simplyhealth Customer Services team on **0800 980 7890**.

What is covered

- Advice on health and lifestyle issues (smoking, weight loss etc)
- Provision of basic medical advice and symptom information
- Pre-travel medical advice
- Childcare and eldercare advice
- Telephone counselling support on a wide range of issues affecting **you**

What is not covered

- Any questions about the administration of the **policy** with **us** – for example, terms and conditions of the **policy**, current or past claims, cover levels
- Diagnosis of medical condition or prescription of treatments
- Counselling or advice that the helpline does not give or organise

Hospital cover

We will pay **you** the amount shown in the **table of cover** for **your** chosen premium level for each day/night where **you** are admitted to a recognised hospital. The maximum number of days/nights **you** can claim for each **claiming year** is detailed within the **table of cover**.

The claim form must be completed and signed by a doctor, nurse, or medical record department from the hospital where **you** were a patient. As an alternative **you** may also send a copy of **your** discharge letter as evidence of admission.

Pre-existing conditions are not covered for the first 12 months of cover and **we** will ask for evidence that **your** condition is not pre-existing if **you** claim for this benefit during this time period.

Hospital **day case**, parental stay, hospital in-patient and where included accident casualty admission, care for the elderly, convalescent care, joint in-patient, mental health and nursing home in-patient cover share the same maximum entitlement, please see your **table of cover**. For all hospital benefits where **you** are admitted overnight, the day of admission and the day of discharge will be counted as one night.

Hospital day-case

What is covered

- An admission to a **day case** ward or unit for treatment or investigation of a medical condition which is not a **pre-existing condition**.
- Out-patient oncology treatment for example chemotherapy, radiotherapy which is not related to a **pre-existing condition**

What is not covered

- The period immediately before or after an overnight in-patient stay for which **we** have paid under hospital in-patient cover
- Out-patient appointments including injections and scans
- Any period of hospital **day case** admission for treatment of a **pre-existing condition** during the first 12 months of cover
- Kidney dialysis
- Day care, for example psychiatric, respite care, care for the elderly and maternity
- Cancelled operations before admission
- Treatment not in a hospital, for example operations carried out in a GP's surgery or clinic or attendance at an accident and emergency department
- Pre-admission appointments

- X-rays or scans
- Pregnancy termination
- Laser eye surgery
- Cosmetic surgery
- Administration fees for completing the claim form

Hospital in-patient cover

What is covered

- A period of overnight stay in a recognised hospital for treatment or investigation of a medical condition which is not a **pre-existing condition**. The day of admission and the day of discharge will be counted as one

What is not covered

- Any period of overnight stay in a recognised hospital for treatment of a **pre-existing condition** during the first 12 months of cover
- The first 14 nights of any stay in hospital during which childbirth takes place
- Respite care (short term temporary relief for a carer of a family member)
- Out-patient treatment
- Attendance at an accident and emergency department
- Hospital **day case**
- Hotel ward admission
- Pregnancy termination
- Laser eye surgery
- Cosmetic surgery
- Ante or post natal admission for a **child** registered on the **policy**
- Administration fees for completing the claim form

Parental stay cover

In order to claim under this benefit **we** require **your** parental stay claim to be supported by written confirmation from the hospital that one parent accompanied their **child** overnight

What is covered

- A period of overnight stay in a recognised hospital for one adult who is registered on this **policy** who has accompanied their **child** where they have been admitted as an in-patient. The **child** must be covered under the **policy** and the condition must not be a **pre-existing condition**

What is not covered

- Any period of overnight stay in a recognised hospital where the **child** has been admitted for a **pre-existing condition** during the first 12 months of cover
- More than one parent accompanying their **child**
- An adult who is not registered on the **policy**
- The post-natal period following the birth of a **child**
- A **child's** attendance at an accident and emergency department
- A **child's** respite care (short term temporary relief for a carer of a family member)
- A **child's** hospital **day-case** admission
- A **child's** out-patient treatment
- Administration fees for completing the claim form

Accident casualty admission cover

What is covered

- A period of overnight stay in an NHS or private hospital for immediate casualty admissions following an accident

What is not covered

- Where a patient has been admitted via an accident or emergency department when they have not had an accident but are suffering from an acute or chronic condition
- Attendance (including out-patient attendance) at an accident or emergency department

Care for the elderly cover

What is covered

- A period of overnight stay in an NHS or private hospital or an approved nursing home for treatment classified as care for the elderly

What is not covered

- Admissions to rest homes, homes for the elderly and retirement homes for treatment classified as care for the elderly
- Permanent residence in an approved nursing home or any other establishment
- Respite care

Convalescent care cover

What is covered

- A period of overnight stay in an approved convalescent home

What is not covered

- A stay in an approved convalescent home following an illness at home
- Staying in a convalescent home over six months after **your** date of discharge from a recognised hospital or approved nursing home
- Convalescence including but not limited to convalescence in a rest home, home for the elderly, mother and baby home, nursing home or hotel
- Convalescence following a **day case**
- Convalescence at home

Joint in-patient benefit

What is covered

- A period of overnight stay in an NHS or private hospital or an approved nursing home where **you** and **your partner** are both patients at the same time and are receiving medical treatment for an acute condition

What is not covered

- Hospital or nursing home admissions where either or both patients are receiving treatment classified as care for the elderly, mental health/psychiatric or respite care
- **Day case**
- Stays in a convalescence home

Mental health cover

What is covered

- A period of overnight stay where **you** have been admitted for psychiatric treatment to an NHS or private hospital or an approved nursing home
- Any period of overnight stay where **you** have been admitted to an NHS or private hospital for post natal depression
- Any period of overnight stay where you have been admitted to an NHS or private hospital for alcohol or drug dependency

What is not covered

- Respite care
- Out-patient treatment
- Drug and alcohol dependency units not connected to an NHS or private hospital

Nursing home in-patient cover

What is covered

- A period of overnight stay in an approved nursing home for treatment or investigation of an acute or chronic medical condition which developed while **you** were a **member**

What is not covered

- Any period of overnight stay in an approved nursing home for treatment of a **pre-existing condition**
- Permanent residence in a nursing home
- Respite care in a nursing home
- Out-patient treatment
- Rest homes or elderly persons homes
- Nursing home **day case** admissions

New child payment

We will pay a single payment at the appropriate rate under **your** chosen premium level for each child born to **you** or adopted while **you** are covered by this **policy**, provided **you** have completed the 12 month **qualifying period** at the date of birth or adoption.

We only make one payment per **child** no matter how many policies **you** or **your partner** have; whether **you** are registered on other policies or whether **you** and **your partner** are registered on the same policy. If **you** have more than one policy **you** will have to choose which one to claim the new child payment under.

We will also make a payment at the appropriate rate for **your** premium level following a still birth of **your child** after 24 weeks of pregnancy.

What is covered

- The birth of **your child** after the 12 month **qualifying period**
- The stillbirth of **your child** after 24 weeks of pregnancy and after the 12 month **qualifying period**
- The legal adoption of a **child** other than a **child** who is related to **you** after the 12 month **qualifying period**

What is not covered

- A miscarriage up to 24 weeks of pregnancy
- Foster **children**
- Adoption of a **child** if the **child** is related to **you** or **your partner** before adoption
- A baby born to a **child** who is aged under 18 and is covered under the **policy**
- Pregnancy termination

- A **child** born or adopted before or during the **qualifying period**

Section 3: How to join

- 3.1 **You** can apply to join if **you** are aged between the lower and upper age limits detailed on **your table of cover** at the time of application and are a UK resident. **You** must live permanently at an address in the UK and this must be **your** correspondence address. **We** do not have to accept **your** application or provide an explanation of **our** refusal. If **you** are already covered then this section may not apply.
- 3.2 Some policies allow **you** to add cover for a **partner, children** or both, some policies do not. Please see **your table of cover** to check the available options.
- 3.3 Depending on section 3.2, **you** can apply to include **your partner** on the **policy** at the same level as **you** if they meet the criteria detailed in section 3.1, live permanently with **you** and **you** pay the appropriate increase in premium where applicable. **We** do not have to accept **your partner's** application or provide an explanation of **our** refusal.
- 3.4 Depending on section 3.2, **you** can also apply to include up to a maximum of four of **your** or **your partner's children** on the **policy** if they permanently live with **you** and are under the age of 18. On a **child's** 18th birthday they will cease to be covered by this **policy**. **We** may request **your child's** original birth certificate if they are covered on the **policy**. Once a **child** has been covered on the **policy** they must stay on the **policy** for a minimum of one year. If a **child** is removed from the **policy**, they cannot rejoin (unless taking their own policy) for a period of three years. **Children** can only be covered under one policy. If **you** currently have more than four children on the **policy** or **children** registered on more than one plan **you** will be able to keep **your children** covered. However, **you** will not be able to add any more **children** to **your** plan until there are less than four **children** covered. **You** will not be able to add a **child** to the **policy** if they are already covered under another policy.
- 3.5 Any information **you** provide to **us** must be accurate, true and completed to the best of **your** knowledge and belief. If **you** fail to comply with this condition, **we** may either refuse **your** application or cancel the **policy**.

3.6 Cover under the **policy** is monthly and starts from **your registration date**. It continues from month to month until it is cancelled or otherwise comes to an end.

Section 4: Premiums

- 4.1 Premiums are payable in advance of any cover under the **policy** being provided by direct debit or where applicable, by payroll deduction. **We** may require **your** first payment by debit or credit card. **You** must continue to pay **your** premiums to be entitled to claim. Failure to do so will mean **we** will suspend the **policy**.
- 4.2 **Your** premium level sets the cover that is available to **you**, as detailed in the **table of cover**. **You** can increase or decrease **your** premium at any time but **you** must stay on that premium level for at least 12 months before **you** can increase or decrease **your** premium level again. Any changes to **your** premium will not change **your claiming year**.
- 4.3 If **you** increase or decrease **your** premium, any claims paid in the **claiming year** under the previous premium level will count towards the maximum entitlement available under the new premium level.
- 4.4 **You** are not able to increase **your** premium level if anyone covered under the **policy** is older than the upper age limit detailed in the **table of cover**.
- 4.5 If **we** change **your** premiums, **we** will give **you** advance notice of the change. The minimum notice is detailed in section 10.
- 4.6 Insurance Premium Tax (IPT) is included in **your** premium. If the Government changes IPT, **we** may have to amend **your** premium from the date that the IPT change is implemented. **We** will notify **you** of this change separately.

Section 5: How to claim

5.1 **We** will only pay **you** for treatment already received and paid for. If **you** undertake a staged course of treatment, **you** can only claim for the treatment already undertaken and paid for. **We** do not pay in advance for a course of treatment not yet received, whether or not **you** have paid for it.

- 5.2 Claims will be offset against the **claiming year** in which **you** receive the treatment or in which the dates of admission and discharge from hospital fell. If a claim spans a **claiming year**, the claim will be allocated in line with the dates the treatment took place. **You** must use the claim form **we** provide for making claims. If **you** do not have a claim form, please visit www.simplyhealth.co.uk or call Customer Services on 0800 980 7890.
- 5.3 If **you** paid for treatment with vouchers or coupons, **we** will not accept the claim or reimburse **you**.
- 5.4 When making a claim **you** need to send a fully completed claim form and original receipt for any bill that **you** are seeking reimbursement for. The original receipt must:
- be on official headed paper
 - show the name of the patient
 - the name, address and qualifications of the person providing treatment
 - a description of the treatment
 - the **date of treatment** and the amount paid for that treatment. That amount paid for will be in UK currency unless falling under 5.21
- and it is **your** sole responsibility to ensure that the receipts that **you** submit comply with each of these requirements.
- 5.5 For hospital claims the appropriate section of the claim form needs to be completed, and either **you** send **us** a copy of **your** hospital discharge letter with **your** claim or a claim form that has been stamped and endorsed by the relevant hospital authorities. Claims for a new-child payment should be supported by the original birth certificate, appropriate stillbirth certificate or official documents regarding an adoption. For full body health screening benefit, **you** need to submit details of the health screen with any claim.
- 5.6 **Our** claims procedures are designed to ensure **we** pay valid claims quickly. They rely on **you** submitting **your** claim within a reasonable time of **your date of treatment**, so please send in **your** claim as soon as possible and in any event within six months of the **date of treatment**.

- 5.7 The longer the time between **date of treatment** and submitting **your** claim the more difficult it is likely to be for **us** to validate it. **We** may seek information to validate **your** claim from **you** or a health professional. **You** must give **us** any information or proof to support **your** claim if we make a reasonable request for **you** to do so. **We** may seek **your** written consent for medical information relating to a claim to be disclosed to a Simplyhealth medical practitioner. **We** may not be able to process **your** claim if **you** or **your** health professional refuses to provide the information **we** have requested. **We** also reserve the right to deduct from **your** claim any extra costs **we** incur in taking these additional steps; in which case **we** will explain how **we** have arrived at those costs. **You** should be aware **your** practitioner may also charge **you** for the cost of providing confirmation of treatment or additional evidence.
- 5.8 If **you** delay **your** claim for more than 2 years from the **date of treatment**, **we** will not pay **your** claim unless **you** can provide evidence of exceptional circumstances which justify the delay.
- 5.9 **We** will only accept claim forms that have been completed and sent by **you**. **We** will not accept any claims sent directly by a healthcare professional or institution.
- 5.10 **We** reserve the right to request a second opinion from an optician, dentist, or any other specialist in their field of expertise appointed by **us**. This may require **you** to attend an appointment, with a healthcare professional appointed by **us**, at **our** expense.
- 5.11 **We** only accept original receipts and do not accept receipts that have been altered, invoices, credit or debit card receipts or photocopies of any accounts. **We** do not return any receipts or invoices.
- 5.12 For the avoidance of doubt, where **we** are seeking to validate a claim by requesting further information from **you** or a health professional, neither this claim nor any other claims on the **policy** will be paid until such time as **we** have received such further information and have been able to validate the claim in question.
- 5.13 **We** aim to pay claims as quickly as possible; however **we** are not obliged to pay claims within a specific timescale.
- 5.14 **We** monitor claiming behaviour on all policies and may request an appointment with **you** to discuss **your** claims. If **you** do not co-operate with **our** reasonable requests, **we** may not pay claims and **we** may cancel all **your** policies with Simplyhealth.
- 5.15 **We** will not pay any claim while **you** are in breach of these **policy** conditions or in arrears with **your** payments.
- 5.16 **We** reserve the right to pay claims only via direct credit into a bank account nominated by **you**. It is **your** responsibility to keep **us** informed of any change to where **you** require **us** to pay claims. If **you** do not provide **us** with details of a bank account **we** reserve the right to withhold payment of the claim until **you** do.
- 5.17 **We** do not pay any amounts **you** may be charged for completing **your** claim form or for medical information **we** request in support of **your** claim. These charges are **your** responsibility.
- 5.18 When **you** join **you** can claim straight away, except for benefits that have a **qualifying period**. If **you** increase **your** premium level, then where a benefit has a **qualifying period**, a further **qualifying period** will apply. During this time **we** will pay any claims for the benefit with a **qualifying period** at the previous benefit rate that applied before the increase, provided **you** have already served the original **qualifying period**.
- 5.19 **You** can only claim under one area of cover for each treatment **you** receive.
- 5.20 **We** will only accept claims for treatment received in the UK unless **you** send your claim in line with 5.21.
- 5.21 **We** will cover **you** for business or holiday visits within the **EEA** only of up to and including 28 days' duration. **We** will not cover **you** where the purpose of the trip is to receive medical treatment outside the UK, and **we** will only pay claims where **you** have provided suitable evidence including evidence that **your** visit did not exceed 28 days in total. **We** will require a translation of the invoice in English and a relevant receipt, both giving details of the claim.
- 5.22 Where receipts are in a foreign currency **we** will use the rate published by Oanda (www.oanda.com) applicable on the **date of treatment** for calculating the rate of exchange to sterling
- 5.23 **We** will not provide cover for any treatment provided to **you** by a member of **your** family or a business establishment where a member of **your** family works.
- 5.24 **We** reserve the right to recover any overpayment of claims from any sums payable to **you** or to recover such overpayments directly from **you**, or both.

- 5.25 If **you** are bringing or are entitled to bring a legal compensation claim against a third party, which would cover claims met under the **policy**, then **you** must tell **us** about this as **we** may have the right to recover these sums from that third party. To enable **us** to do this, **you** must notify **us** of the claim, keep **us** informed of its progress, and act in accordance with **our** instructions.
- 5.26 If **we** consider that **you** have a legal right to compensation from another party for costs which **you** have claimed for under the **policy**, **we** are entitled to take legal action against that third party (including legal action in **your** name) to recover the amount **you** have claimed.
- 5.27 Other insurance held by **you** with **us** – if **you** or anyone included on the **policy** holds or is covered under another insurance policy with **us**, then **you** can claim on both policies up to **your** maximum (subject to specific **policy** restrictions). It is **your** responsibility to inform **us** if **you** wish to claim from two policies by contacting customer services or by completing the appropriate claim forms. The total **we** pay under all policies will not exceed the value of the costs **you** have incurred.
- 5.28 Other insurance held by **you** with a different company – if **you** are making a claim to **us** and **you** have insurance with another insurance company that covers **you** for any of the same benefits under the **policy**, **you** must tell **us**. **We** may need to contact this other company as **we** will not be liable to pay more than **our** proportionate share when split between the insurance companies.

Section 6: Fraud and acting without utmost good faith

- 6.1 The contract between **you** and **us** is based on mutual trust. To protect the vast majority of **members** who are honest, **we** have rigorous anti-fraud measures. These include:
- investigating claims through the use of private investigators
 - passing details of suspected fraudulent claims to the police or the Crown Prosecution Service for them to investigate and prosecute through the criminal courts
 - working with the NHS Counter-Fraud team, Health Professionals' Trade Associations, other insurance companies and other agencies with an interest in controlling fraud of this nature (as detailed in section 11)

- 6.2 Fraud is a criminal offence that can result in a large fine or even a prison sentence. When **we** find examples of fraud, **we** will always seek to prosecute offenders. If a **member** acts fraudulently, **we** will always seek to recover the costs of all fraudulent claims plus interest and **our** own legal costs.
- 6.3 If **we** reasonably suspect that **you** have submitted a fraudulent claim, or that you are acting without the utmost good faith, **we** are unlikely to pay claims and may suspend the **policy**. **We** may also cancel all **your** insurance policies with **us** and with any other company within the Simplyhealth Group. To avoid doubt, the following list contains examples of practices **we** would class as fraudulent or failing to act with utmost good faith:
- Deliberately giving **us** false information about **you**, a person on the **policy** or a claim on the **policy**
 - Making any claim under the **policy** where **you** know the claim is false, or is exaggerated in any respect
 - Making a statement in support of a claim where **you** know the statement is false in any respect
 - Sending **us** a document in support of a claim where **you** know the document is forged, false or otherwise misleading in any respect
 - Making claims under more than one insurance policy in order to receive a sum greater than the cost of treatment (this is called 'betterment')
 - Submitting claims for costs which are clearly outside those recoverable under these Terms and Conditions
 - Failing to provide **us** with support to verify the validity of a claim
 - Failing to tell **us** of another means by which **you** could recover costs of treatment

Section 7: Limitations and cancellations of cover

- 7.1 **We** are an organisation run purely for the benefit of **our members**, with no shareholders and therefore no need to pay dividends. **We** adopt a community pricing approach for the majority of **our** products; this means that **members** with the same product pay the same premium regardless of their personal circumstances or stage in life. By taking this approach, cover is there for **you** at a reasonable cost when **you** most need it, with the help of contributions from the rest of the members of **your** community.

In order to protect **our** ability to continue to offer community pricing, and maintain premium and benefit levels for the widest possible community of **members we** may transfer a group of **members** to a new product by cancelling their existing policies and providing them with a new policy in its place. Where **we** do this, the new policy will have premiums, benefits and terms and conditions that more fairly reflect the level of claims made by that group of **members** whose policies have been transferred.

7.2 For the purpose of Section 7.1, a group includes:

- All **members** who live within a postcode area (eg XY1)
- All **members** who are part of an employee scheme
- All **members** who regularly use a particular healthcare establishment

7.3 **We** will only take action under section 7.1 where the group has an **adjusted claims loss ratio** which is at least 150% of the average **adjusted claims loss ratio** of all **members** covered by these terms for each of the last 3 full calendar year or for at least 4 of the last 5 full calendar years.

7.4 If **you** are affected we will:

- Explain why **we** have taken such action, and why it has impacted **you**
- Detail the new product **you** are being transferred to, including premiums, table of cover and terms and conditions
- Provide **you** with at least 3 months notice of such a change
- Offer **you** the right to cancel with immediate effect, in which case the earliest date on which the **policy** will terminate will be the end of the month for which **you** have paid premium

You will not need to serve another **qualifying period** however claims made under this **policy** or the new product will count towards the maximum benefit entitlement of the new product for the **claiming year** in which the transfer takes effect.

7.5 **You** agree to **us** providing **you** with the new product unless you tell **us** wish to cancel. This clause does not affect **your** right to cancel under section 7.4 above.

Section 8: How does cover end?

8.1 All cover under this **policy** will end automatically and **we** will not cover **you** for any claims for treatment received after **your** cancellation date for **you** and all other people included on the **policy** in the following circumstances:

- You** cancel the **policy** by giving **us** one month's notice. **We** will not refund any premiums **you** have already paid. If **you** wish to cancel the **policy**, please call **our** Customer Options team on 0800 587 8290
- You**, or any third party who is paying premiums on **your** behalf, miss paying three consecutive monthly premiums. **We** may reinstate that cover once all outstanding premiums have been paid
- You** die. **Your partner** will be able take out an equivalent policy
- We** exercise **our** right to cancel the **policy** if **we** make a commercial decision to stop providing this **policy** or an equivalent policy. **We** will give **you** at least three months' written notice of **our** decision
- We** exercise **our** right to cancel the **policy** at any time (backdated where appropriate) if:
 - **we** have reason to suspect that **you** submitted a fraudulent claim – please see section 6.3
 - **you** breach the terms and conditions of this **policy**
 - **you** fail to act with utmost good faith
 - if **you** do not comply with section 8.3

8.2 All cover under this **policy** for a **partner** or **child** included on the **policy** will end when he or she dies or stops satisfying the criteria in section 3.3 and 3.4.

8.3 To protect **our** staff, **we** ask that **you** treat **us** in the way **you** wish to be treated. If **you** are abusive during **our** contact with **you**, **we** will terminate the contact. If **you** continue to be abusive, **we** reserve the right to cancel all policies **you** hold with Simplyhealth.

Section 9: Customer care

- 9.1 **We** aim to provide **you** with the very highest levels of customer service and care at all times. To maintain this service standard, **we** have a procedure **you** can use to raise any concern, complaint or recommendation **you** have by contacting Customer Services on 0800 980 7890 or writing to Simplyhealth Customer Services, at **our** registered office address of Hambleden House, Waterloo Court, Andover, Hampshire SP10 1LQ. **We** will investigate any complaint and issue a final response.
- 9.2 If **you** are not satisfied with **our** response, or **we** have not replied within eight weeks, **you** have the right to refer **your** complaint to:
- Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Telephone: 0845 080 1800
- The Financial Ombudsman Service will only consider **your** complaint if **you** have given **us** the opportunity to resolve the matter first. Making a complaint to the Ombudsman will not affect any legal rights that **you** may have.
- We** will send **you** full details of **our** complaints procedure if **you** ask **us** for them.
- 9.3 Changing **your** mind – **you** have 14 days from receiving **your** welcome letter to change **your** mind and receive a full refund of any premiums **you** have paid, provided **you** have not made any claims. If **you** change **your** mind, please call 0800 587 8290 or write to Simplyhealth Customer Services at **our** registered office address, and **we** will cancel the **policy** for **you**.
- 9.4 Changes to **your** details – **you** must inform **us** as soon as reasonably possible of any changes to the information **you** have given to **us**, including any change of address, marital status or any other material change. Failure to do so may result in changes being made to the **policy** without notification, for example **your** premium being increased.
- 9.5 **You** are protected by the Financial Services Compensation Scheme (FSCS) – in the unlikely event that **we** go out of business or into liquidation the FSCS protects **you**. Should this happen, any valid outstanding claims **you** have at that point would be paid by the scheme. For more details on the scheme please visit www.fscs.org.uk or contact the FSCS direct on 0207 892 7300.

Section 10: What happens if we change the terms and conditions of your policy

- 10.1 **We** have the absolute right to change any of the terms and conditions relating to the **policy** if **we** give **you** one month's notice for changes to:
- the cover the **policy** provides
 - terms and conditions
 - premiums
- 10.2 **We** will notify **you** of any such changes at **your** home address. **We** will not be responsible if, for any reason, **you** do not receive them. **You** may cancel the **policy** in accordance with section 8.1 if **you** do not like the changes we have made.
- 10.3 Where **you** have been notified of a change to the terms and conditions and/or the cover the **policy** provides, **we** will pay claims in accordance with the terms and conditions in operation at the time treatment was supplied or diagnosis made.

Section 11: How we use information that we hold about you

- 11.1 **We** will store and process **your** personal data ('**your** information') in accordance with the Data Protection Act 1998.
- 11.2 **We** and other companies within the Simplyhealth group will use **your** information for providing **our** services, for assessment and analysis, for assessing premiums and risks, for handling claims, for improving **our** services, and for protecting **our** interests.
- 11.3 **We** and other companies within the Simplyhealth group will use **your** information to keep **you** informed by post, telephone, e-mail or other means about products and services that may be of interest to **you**. If **you** do not wish **your** information to be used for these purposes, please write to: The Data Controller, Simplyhealth, Hambleden House, Waterloo Court, Andover, Hampshire, SP10 1LQ.

- 11.4 **We** will keep **your** information confidential. However, **we** may give **your** information and information about how **you** use **our** products to the following:
- a) Fraud prevention agencies and other organisations who may record, use and give out information to other insurers
 - b) People who provide a service to **us** or act as **our** agents on the understanding that they will keep the information confidential and in accordance with the Data Protection Act 1998
 - c) Anyone to whom **we** may transfer **our** rights and duties under this agreement
 - d) **We** may also give out **your** information if **we** have a duty to do so (such as to regulatory bodies), or if the law allows **us** to do so or if the person requesting **your** information has, in **our** opinion, a legitimate interest in the disclosure
- 11.5 Sensitive data – to assess the terms of the insurance contract or administer claims, **we** may collect data that the Data Protection Act 1998 defines as sensitive. By agreeing to these terms and conditions, **you** consent to **us** processing this data and assessing the terms of the insurance contract or administering claims.
- 11.6 **You** have the right to see **your** information which is held by **us**. There may be a charge if **you** want to do this. For more details, write to the Data Controller at the address shown above.
- 11.7 **You** are declaring that **you** have a right to give **us** information about **your partner** and anyone else referred to by **you**.
- 11.8 **Your** calls may be recorded and monitored for training and quality assurance purposes.
- 12.3 Choice of law and jurisdiction – the parties to insurance contracts in the United Kingdom may choose which law will apply. Unless **we** agree otherwise in writing, English law will apply to the **policy**. The Courts of England have sole jurisdiction over any claims arising in connection with the **policy**.
- 12.4 Language – **we** will communicate with **you** in English.
- 12.5 **We** make no claims about the effectiveness and safety of treatments. **You** take full responsibility for **your** treatment decisions.

Section 12: General terms and conditions

- 12.1 Waiver – the failure or delay by either **you** or **us** to insist upon the strict performance of any term or condition of the **policy** or to exercise any related right or remedy does not waive any breach or subsequent breach of that term or condition.
- 12.2 Enforcement – no term of this **policy** or any part of it is enforceable under the Contracts (Rights of Third Parties) Act 1999 ('the Act') by a person who is not party to it. For the purposes of the Act **your partner** or **children** (or both) are not party to the **policy**.



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