Your Simply Cash Plan Policy Document
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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 document. 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, 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.

Acupuncture, chiropody or podiatry, chiropractic, homeopathy, osteopathy, physiotherapy, occupational therapy
Treatment given by a practitioner who is qualified and registered with an approved professional organisation recognised by us in the appropriate field

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 all elements of Hospital Cover and Recuperation Grant

Claiming year
Your claiming year runs annually commencing from your registration date and each anniversary thereafter

Date of treatment
The date the treatment was supplied, 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 in-patient treatment

Dentist
A dental surgeon:
• who is registered with the General Dental Council and engaged in general dental practice
• who practises in the United Kingdom

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, which comprises the terms and conditions that relate to your policy

Pre-existing condition
Any condition for which you:
• have been referred to a specialist or hospital for either investigation or treatment prior to the date of joining or
• are receiving specialist or hospital treatment or investigations prior to the date of joining or
• reasonably believe that you would be referred to a specialist 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.

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

Specialist/consultant/surgeon
A medical practitioner who meets all the following criteria:
• Whose name is included on the register of specialists maintained by the General Medical Council/General Dental Council
• Who holds or has held a substantive appointment (i.e. not a locum) as a consultant in a National Health Service Hospital/the Armed Services
• Who has a Certificate of Completion of Training/Certificate of Eligibility of Specialist Registration from the appropriate Royal College

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 of your policy

We/our/us
Simplyhealth Access trading as Simplyhealth, a company incorporated in England and Wales

You/your
The member and, where applicable, any partner covered under your policy
Section 2: Details of what is covered and not covered

The following section details what is and is not covered for specific treatments. These Terms and Conditions are designed to 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 the treatment and claim this back from us, up to your maximum entitlement in your claiming year.

Chiropody or podiatry cover

What is covered
• Treatment supplied by a chiropodist or podiatrist
• 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 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

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 white fillings
• Dentures
• Laboratory fees and dental technician fees referred by a dentist or orthodontist
• Dental X-rays

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
• Cosmetic procedures, for example dental veneers, tooth whitening and the replacement of amalgam fillings with white fillings
• Joining fees
• Laboratory fees and dental technician fees not connected to dental treatment or performed by a dentist
• Missed appointment fees and administration fees
• Blood tests

Hearing aid benefit

What is covered
• The supply of a prescribed hearing aid by a registered hearing aid dispenser
• Fitting fees by a registered hearing aid dispenser
• Repairs to an existing hearing aid

What is not covered
• Non-prescribed or disposable hearing aids
• Hearing aid insurance premiums
• Consumables for example to batteries etc.
• Voice loop

Occupational therapy

What is covered
• Assessments by a registered occupational therapist for you
• Telephone assessments by a registered occupational therapist for you

What is not covered
• Products or services other than an assessment
• Disabled facility grant assessments
• Housing need assessments
• Assessments where the use is for gaining additional government benefits
• Call charges
• Internet assessments
• Occupational therapy assessment where its use is for complaint or potential litigation
• ‘Expert’ reports
Optical cover

What is covered
- Sight-test fees
- 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
- Optometric consultant charges

Physiotherapy, osteopathy, chiropractic, acupuncture, homeopathy cover

What is covered
- Physiotherapy, osteopathy, chiropractic, acupuncture or homeopathy treatment provided by practitioners in these fields
- Homeopathic medicines prescribed by a registered homeopath where payment is made directly to the homeopath

What is not covered
- Any other 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

Consultation cover

We will pay you, to the maximum shown in the table of cover, the amount you pay directly to a medically qualified specialist, consultant or surgeon for the fee for a diagnostic consultation (typically to establish what is wrong and to discuss treatment options). This will be up to the appropriate maximum entitlement 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 directly connected to a diagnostic consultation
- Diagnostic consultations (for which you have been charged and paid for) while an in-patient in hospital

What is not covered
- Cost of a referral
- Treatment charges
- 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
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 your 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 your policy with us – for example, terms and conditions of your 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 appropriate rate under your chosen premium level for the period you are admitted for treatment in a recognised hospital up to the maximum number of days/nights per claiming year as detailed within the table of cover. The maximum number of days/nights per claiming year is the overall maximum that applies to all hospital day case and hospital in-patient claims combined. There is a 12 month qualifying period for pre-existing conditions.

Hospital day case and hospital in-patient cover share the same maximum entitlement please see your table of cover.

Hospital in-patient cover

What is covered
• A period of overnight stay in an NHS or private hospital for treatment or investigation of a medical condition which is not a pre-existing condition. Please refer to your table of cover for the number of nights you can claim. There is a 12 month qualifying period for all pre-existing conditions. The day of admission and the day of discharge will be counted as one

What is not covered
• The first 14 nights of any stay in hospital during which childbirth takes place
• Any period of overnight stay in an NHS or private hospital for treatment of a pre-existing condition during the 12 month qualifying period
• 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
• Attendance at an accident and emergency department
• Pre-admission appointments
• X-rays or scans
• Pregnancy termination
• Laser eye surgery
• Cosmetic surgery
Recuperation Grant

We will pay you a one-off payment per claiming year of the amount detailed within the benefit table where you have been an in-patient at a recognised hospital for a minimum of 10 consecutive nights. There is a 12 month qualifying period for pre-existing conditions.

What is covered
- A period where you spend a minimum of 10 consecutive nights as an in-patient in an NHS or private hospital. The hospital must be recognised by us as a hospital.

What is not covered
- A 10 night consecutive stay in a recognised hospital for a pre-existing condition during the 12 month qualifying period
- Hospices stays
- Nursing home, rest home or recuperation home stays
- Respite care
- Rehabilitation unit stays

Section 3: How to join

3.1 You can apply to join if you are aged over 69 at the time of application and are a UK resident. You must reside 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.

3.2 You can apply to include your partner on your policy at the same level as you if you pay the appropriate increase in premium. We do not have to accept your partner's application or provide an explanation of our refusal.

3.3 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 your policy.

3.4 Cover under your 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 by direct debit in advance of any cover under your policy being provided. 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 your 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 If we change your premiums, we will give you advance notice of the change. The minimum notice is detailed in section 9.

4.5 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. 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:
   a) be on official headed paper
   b) show the name of the patient
   c) the name, address and qualifications of the person providing treatment
   d) a description of the treatment
e) the date of treatment and the amount paid for that treatment. That amount paid for must be in UK currency unless falling under 5.20 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, stamped and endorsed by the relevant hospital authorities.

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 reserve the right to request a second opinion from an optician, dentist, or any other specialist in their field of expertise appointed by us at our expense. This may require you to attend an appointment, with a healthcare professional appointed by us, at our expense.

5.10 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.

5.11 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 your policy will be paid until such time as we have received such further information and have been able to validate the claim in question.

5.12 We aim to pay claims as quickly as possible; however we are not obliged to pay claims within a specific timescale.

5.13 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.

5.14 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.

5.15 We will not pay any claim while you are in breach of these policy conditions or in arrears with your payments.

5.16 We 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.

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 for treatment you have received under one area of cover.

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 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.

5.23 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.

5.24 Claims you may have against third parties – if you are bringing or are entitled to bring a legal compensation claim against a third party, which would cover claims met under your 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.
5.25 If we consider that you have a legal right to compensation from another party for costs which you have claimed for under your 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.

5.26 Other insurance held by you with us – if you or anyone included on your 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.

5.27 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 your 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:

a) investigating claims through the use of private investigators
b) passing details of suspected fraudulent claims to the police or the Crown Prosecution Service for them to investigate and prosecute through the criminal courts
c) 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 12)

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 your policy. If our suspicions prove to be founded, 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:

a) Deliberately giving us false information about you, a person on your policy or a claim on your policy
b) Making any claim under your policy where you know the claim is false, or is exaggerated in any respect
c) Making a statement in support of a claim where you know the statement is false in any respect
d) Sending us a document in support of a claim where you know the document is forged, false or otherwise misleading in any respect
e) Making claims under more than one insurance policy in order to receive a sum greater than the cost of treatment (also known as betterment)
f) Submitting claims for costs which are clearly outside those recoverable under these Terms and Conditions
g) Failing to provide us with support to verify the validity of a claim
h) You fail 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.

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

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

7.4 We will only take action under section 7.1 where the group has an adjusted claims loss ratio which is at least 50% higher than the average adjusted claims loss ratio of all members covered by these terms for each of the last 3 full calendar years or for at least 4 of the last 5 full calendar years.

7.5 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 your policy will terminate will be the end of the month for which you have paid a premium.

You will not need to re-serve any qualifying periods. However claims made under either 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.

7.6 You agree to us providing you with the new product unless you tell us that you 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 you have not yet sent us for you and all other people included on your policy in the following circumstances:

a) You cancel your policy by giving us one month’s notice. We will not refund any premiums you have already paid

b) You or any third party who is paying your premiums on your behalf miss paying three consecutive monthly premiums. We may reinstate that cover once all outstanding premiums have been paid

c) You die. Your partner will be able take out an equivalent policy

d) We exercise our right to cancel your 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

e) We exercise our right to cancel your 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

8.2 All cover under this policy for a partner included on your policy will end when he or she dies or stops satisfying the criteria in section 3.2.

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. In the first instance you should contact Customer Services on 0800 980 7890 or write to Simplyhealth Customer Services, at our registered office address of:

Hambleden House
Waterloo Court
Andover
Hampshire
SP10 1LQ.

9.2 If you are unhappy with the response, your complaint will be referred to the Simplyhealth Group Quality Assurance team for a final decision. If you remain dissatisfied with our final response, you have the right to refer your complaint to:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Telephone: 0800 023 4567

Full details of our complaints procedures are available on request.

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 980 7890 or write to Simplyhealth Customer Services at our registered office address, and we will cancel your 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 your 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 0800 678 1100.

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:
   a) the cover the policy provides
   b) terms and conditions
   c) 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 your policy in accordance with section 7.1 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, 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.
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 is not party to the policy.

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 your 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.

12.6 To protect our staff, we ask 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.