

Your Simply Personal Accident Plan Policy Document

Including your Terms and Conditions



Your table of cover

Child payback levels for sections A, B, D and E are 50% of those shown within the table of cover.

Your payment options	Level 1	Level 2	Level 3
Cost per month (one adult)	£5.12	£8.22	£11.32
Cost per month (two adults)	£10.24	£16.44	£22.64
Cover for up to four of your children under the age of 18	Free	Free	Free
Section A - Catastrophic injuries			
Quadriplegia	£150,000	£200,000	£250,000
Paraplegia	£100,000	£150,000	£200,000
Section B - Permanent disabilities			
Permanent total disablement which prevents an insured person doing any work of any kind	£60,000	£100,000	£140,000
Loss of or loss of use of one limb (one)	£30,000	£50,000	£70,000
Loss of or loss of use of limbs (two or more)	£60,000	£100,000	£140,000
Loss of or loss of use of one hand or foot	£15,000	£35,000	£55,000
Loss of or loss of use of both hands or feet	£30,000	£70,000	£110,000
Loss of or loss of use of thumb, finger or toe	£10,000	£20,000	£30,000
Loss of sight in one or both eyes	£60,000	£100,000	£140,000
Loss of hearing in one or both ears	£30,000	£50,000	£70,000
Permanent disablement not otherwise listed	£30,000	£50,000	£70,000
Section C - Accidental death			
Accidental death (Adult)	£60,000	£100,000	£140,000
Accidental death (child)	£3,000	£5,000	£7,000
Section D - Third degree burns			

Full thickness burns which cover:			
27% or more of body surface	£15,000	£25,000	£35,000
18% or more, but less than 27% of body surface	£12,000	£20,000	£28,000
9% or more, but less than 18% of body surface	£9,000	£15,000	£21,000
4.5% or more, but less than 9% of body surface	£4,500	£7,500	£10,500

Section E - Fractures

Fracture or fractures to one or more bones of the arm (the humerus, the radius, the ulna) or wrist	£480	£780	£1,080
Fracture or fractures to one or more bones of the leg (the femur, the patella, the tibia, the fibula) or ankle	£900	£1,500	£2,100
Fracture or fractures to any other bones not listed (we will not provide cover for fractured ribs)	£225	£375	£525
Fractures of fingers and toes only	£50	£100	£150

Section F - Additional benefits (all as a direct result of an accident)

Funeral benefit (only payable when accidental death benefit has been paid)	£2,000	£3,000	£4,000
Dental Accident benefit - Grant payment in relation to a dental accident where medical or dental attention has been received within 30 days of the dental accident	£250	£450	£650

You can apply to join if you are aged between 18 and 79 inclusive at the time of application and are a UK resident. Cover will cease when you reach the age of 85.

No benefit will be payable for permanent total disablement if you are aged 75 years or over and in paid employment, or 65 years or over if not in paid employment. If you are aged 65 or over, other benefits will be paid at 50% of the amount shown in the table of cover (except section F, which will be paid in full).

Sections A to E of this policy are administered by FirstAssist Insurance Services, which is a trading style of Cigna Insurance Services (Europe) Limited, and underwritten by Cigna Europe Insurance Company S.A.-N.V. Section F is administered and underwritten by Simplyhealth.

Premiums include Insurance Premium Tax where applicable.

For full details of what is and is not covered, please refer to the Benefits, Terms and Conditions and Exclusions set out in the policy online at www.simplyhealth.co.uk/accident

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Introduction

This is your policy. Please read it carefully and keep it with all the other documents about your insurance in case you need to refer to it in the future. These terms and conditions set out the way in which 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.

If you need to change your details, make a claim, or if you have any queries, please contact Customer Services on 0300 100 1169 (Monday to Friday 9am-5pm). Calls to 03 numbers are no more expensive than calling numbers starting with 01 or 02 and are included in free call packages from landlines and mobiles. For your protection, calls may be recorded and may be monitored.

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.

Benefits, Terms and Conditions and Exclusions

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.

Air travel

Boarding, travelling in or getting out of any fully licensed passenger carrying aircraft (owned by a registered commercial airline) as a fare-paying passenger.

Bodily injury

A bodily injury which is the direct result of an accidental, external, violent and visible cause, including accidental injury as a direct result of being exposed to the elements. This does not include an injury caused by sickness, disease or any naturally occurring condition or process.

Child/children

Natural or legally adopted dependent children of **you** or **your partner**, who are over 30 days old and under the age of 18.

Dental Accident

An incident that happens by chance, which could not have been expected, causes a significant dental injury and requires medical or dental attention.

Fracture

A break in a bone. This does not include breaks that are caused by unhealthy bones and those that are unable to withstand normal stresses.

Insured person

The insured person or persons are:

- **you**, unless stated to the contrary on the summary of cover
- **your partner**, if named on the summary of cover and
- **your eligible children**

Level

The premium level you have chosen and the cover it provides.

Loss of limb

In the case of an upper limb:

- an entire arm being severed or
- permanent and total loss of use of the limb

In the case of a lower limb:

- the limb being severed at or above the ankle or
- permanent and total loss of use of an entire leg

Loss of sight

Permanent physical loss of an eye or permanent and total loss of sight

- in both eyes (if the **insured person** is added to the Register of Blind People on the authority of a fully qualified ophthalmic specialist) or
- in one eye if the amount of sight remaining after correction is 3/60 or less on the Snellen scale (this means only seeing at three feet what you should see at 60 feet)

Medical Practitioner

A person who is qualified and registered as such by the competent authority in that country, other than **you**, **your partner**, a member of **your family** or an **insured person** under this policy.

Member

A policyholder with Simplyhealth.

Paraplegia

The total and permanent paralysis of the lower half of the body including both legs, the bladder and rectum.

Partner

Anyone in a relationship with, and who lives with the **member**. This could be their husband, wife, civil partner or unmarried partner.

Permanent total disablement

Any permanent disability which prevents an **insured person** doing any work of any kind.

Quadriplegia

The total and permanent paralysis of both arms and both legs, the bladder and rectum.

Registration date

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

Table of Cover

- The table (current at the date of **bodily injury** or treatment) that **we** give **you**. This will show:
- the levels of cover available
- the benefit entitlements available under each level of cover
- any age rules
- whether or not **partners** or **children** can be covered by the policy.

We, us, our

For the administration of **your** policy, for example collecting premiums, adding new **members** to **your** policy and all benefits under section F – Simplyhealth Access trading as Simplyhealth, a company incorporated in England and Wales. For claims administration under sections A to E – FirstAssist Insurance Services, a trading style of Cigna Insurance Services (Europe) Limited, who administers the policy on behalf of the insurer Cigna Europe Insurance Company S.A.-N.V.

You, your

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

Section 2: Table of cover

For the benefits listed in the table, **we** will pay the amount of cover for a claim covered by the policy as a result of a **bodily injury**. For payment under accidental death, **quadriplegia**, **paraplegia**, **permanent total disablement** or permanent disability benefits, the **bodily injury** must be the only cause of these conditions and the condition must have occurred within 52 weeks of the **bodily injury**. For all benefits, **we** will pay claims only where there is evidence of a **bodily injury**. The amount paid will depend on the benefit entitlement at the time of the **bodily injury**.

Section 3: Important notes

- For forms and degrees of permanent disability not shown within the **table of cover**, **we** will work out the amount of benefit to pay by comparing the **insured person's** permanent disability with those listed, without taking the **insured person's** job into account. This does not apply to the **permanent total disablement** benefit
- Third degree burns – The lump sum benefit as shown on the **table of cover** will be paid in the event of specified third degree full thickness burns following a **bodily injury**
- **Fractures** – The lump sum benefit as shown on the **table of cover** will be paid for a **bodily injury** that results in a **fracture** in a bone. This benefit will be payable once only irrespective of the number of **fractures** at the time the **bodily injury** occurs, with the higher benefit amount being paid

- This policy covers accidents which occur in the UK. **We** will cover **you** for a **bodily injury** that **you** sustain during the first 28 days that **you** are overseas only. If **you** are planning to spend more than 28 days abroad **you** should find alternative cover. **We** will only pay claims where **you** have provided suitable evidence that **your claim** is as a result of a **bodily injury**. **You** will have to pay the costs of translating documents into English if this is necessary to validate a claim.

Age restrictions:

- An **insured person** will no longer be covered under this policy when they reach the age of 85
- Sections A, B, C, D and E
No benefit will be payable for permanent total disablement if, on the date of sustaining a bodily injury, an insured person is aged:
 - 75 years or over and in paid employment
or
 - 65 years or over if not in paid employment
- If, on the date of sustaining a **bodily injury**, an **insured person** is aged 65 years or over, all other benefits will be paid at 50% of the amount shown in the **table of cover** (for Section F the full amount shown within the **table of cover** will be paid regardless of an **insured person's** age).

Children's benefits:

- Accidental death benefits are shown within the **table of cover**
- Sections A, B, D and E - benefits are 50% of those shown within the **table of cover**
- Section F – the full amount shown within the **table of cover** will be paid.

Section 4: Dental accident cover

We will pay **you** the amount detailed within the **table of cover** for a dental injury caused by a **dental accident**. In order to qualify for this grant **you** must have obtained dental/medical attention within 30 days of the **dental accident**.

If the **dental accident** is as a result of playing a sport or activity that carries a higher than average risk of dental injury, in order to qualify for this grant **you** must have been wearing appropriate protection against a head, face or mouth injury (such as a helmet or gum shield) at the time of the **dental accident**. No grant is payable where this protection has not been worn.

No grant is payable for treatment required as a result of injury caused by foodstuffs or foreign bodies in the course of consumption.

Along with any claims under this benefit, **you** must provide reasonable evidence of the **dental accident** having taken place. The evidence we require may include the date of the dental accident, witness statements, photographs, X-rays, medical and dental reports and police incident numbers.

Section 5: Funeral grant

We will pay **your** next of kin or estate the appropriate amount under **your** chosen premium level, a grant toward funeral costs where **your** death has been the result of a **bodily injury**. We will only pay this grant where benefit has been paid for the Accidental Death benefit as detailed within section C.

Section 6: What is not covered on this policy

- 6.1 We will not pay the benefit if the **insured person** sustains a **bodily injury** in the following circumstances:
- driving with more alcohol in the blood than is allowed by law
 - motorcycling (including riding mopeds and motor tricycles) as a driver or passenger
 - driving a vehicle without a current valid licence
 - diving (including scuba diving), mountaineering, rock or cliff climbing, pot-holing, parachuting, sport as a professional, boxing, racing (other than on foot), time trials or sprints, or flying (except air travel - see definitions) or training or practising for any of these activities
 - carrying out their duties in one of the armed forces. Travelling between the insured person's home and normal place of work is not military duty as long as the home and place of work are not on the same military site
 - committing or attempting to commit a criminal offence
 - being under the influence of excess alcohol
 - as the result of intentional self-inflicted injury, suicide or attempted suicide
 - as a result of taking a drug, unless it is taken on proper medical advice and is not for the treatment of drug addiction
 - whilst a detainee in a prison establishment

6.2 War risks

We will not pay any benefit if an **insured person** sustains a **bodily injury** as a result of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, terrorism, insurrection or military or usurped power.

6.3 Radioactive contamination

We will not pay any benefit under this policy if an **insured person** sustains a **bodily injury** caused directly or indirectly or contributed to by:

- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or
- the radioactive, toxic, explosive or other dangerous properties of any nuclear assembly or nuclear component machinery thereof.

Section 7: How to join

- 7.1 **You** can apply to join if **you** are aged between 18 and 79 inclusive 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 accept PO Box or 'care of' addresses. We do not have to accept **your** application or provide an explanation of **our** refusal. We do not cover professional sports individuals.
- 7.2 **You** can apply to include **your partner** on **your** policy at the same level as **you** if they meet the criteria detailed above, reside permanently with **you** and **you** pay the appropriate increase in premium. We do not have to accept **your partner's** application or provide an explanation of **our** refusal.

- 7.3 **You** can also apply to include up to a maximum of four of **your** or **your partner's children** on **your** policy. 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 **your** policy. **Children** can only be covered under one policy.
- 7.4 Any information **you** provide to **us** must be accurate, true and complete 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.
- 7.5 An **insured person** cannot keep in force or claim benefit under more than one policy principally providing death or disability benefits as a result of a **bodily injury** which has been issued under guaranteed acceptance and is administered by FirstAssist Insurance Services, a trading style of Cigna Insurance Services (Europe) Limited, and underwritten by Cigna Europe Insurance Company S.A.-N.V. and in respect of which a premium is paid.
- 7.6 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. Please see section 11 for details of how your cover ends.
- 7.7 **We** will provide the insurance cover under the terms set out in the policy as long as **you** pay (or agree to pay) the premium and the insurer accepts (or agrees to accept) it.

Section 8: Premiums

- 8.1 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.
- 8.2 **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.
- 8.3 **You** are not able to increase **your** premium level if anyone covered under **your** policy is aged 80 or over.
- 8.4 If **we** change **your** premiums, **we** will give **you** advance notice of the change. The minimum notice is detailed under 'What happens if we change the terms and conditions of your policy'.
- 8.5 If it applies, Insurance Premium Tax (IPT) is included in **your** premium. If the Government changes IPT, **we** may have to amend **your** premium to reflect this. **We** will notify **you** of this change separately. Where tax is not levied, **we** will deduct the full premium.

Section 9: Claims

In order to claim please call customer services on 0300 100 1169. If **you** are too ill to contact customer services, someone can do this for **you**. Any delay in reporting a claim will affect how quickly **we** can deal with **your** claim.

Claims under sections A to E

- 9.1 All claims must be made through **you** or **your** legal representatives.
- 9.2 **You** must do the following:
- tell **us** by telephone as soon as is reasonably possible after any incident which may give rise to a claim under the policy
 - provide for us at **your** own expense, any medical certificates and other evidence **we** may ask for to support **your** claim

In order for **us** to validate a claim **we** may ask **you** to undergo a medical examination (which **we** would pay for) if it is reasonable to do so. **You** do not have to agree to this, but if **we** cannot validate your claim then **we** will not be able to pay the claim.

- 9.3 **We** will pay any benefit due under this policy to **you** (if **you** are living) or to **your** estate (if **you** have died).
- 9.4 **We** will not add interest to any amount **we** pay.
- 9.5 If **you** claim benefit for more than one form of permanent disability caused by the same accident, **we** will not pay more than the benefit for **loss of sight** in one or both eyes.
- 9.6 If **you** claim benefit for **loss of a limb**, **you** cannot claim benefit for loss of parts of that limb. If **you** claim benefit for loss of parts of a limb, the total amount **we** pay will not be greater than the benefit **we** would pay for loss of the whole limb.
- 9.7 Before **we** pay benefit for **permanent total disablement** which prevents an **insured person** from doing any work of any kind, the disability must have lasted for at least 52 weeks. **We** must also be sure that the disability is permanent and there is no possibility of a recovery. However, if medical evidence proves, to **our** satisfaction, that **your** condition is permanent, **we** may pay the benefit within 52 weeks.

- 9.8 For any one accident resulting in a claim for death, **permanent total disablement, quadriplegia or paraplegia** or permanent disability caused to an **insured person** we will only pay one benefit to that **insured person**. The benefits for fractures and burns will not be paid in addition to the **permanent total disablement, quadriplegia, paraplegia**, permanent disability or death benefits.
- 9.9 The full effects of an accident are not always immediately known and, although permanent disability may happen at the time of the accident, **we** have to wait a reasonable length of time to make sure that **we** know the full effects.

Claims under section F

- 9.10 **You** must use the claim form **we** provide for making claims. If **you** do not have a claim form, please contact customer services on 0300 100 1169.
- 9.11 If **you** have a funeral or dental accident claim please contact customer services to request a claim form. For claims relating to the funeral benefit, please return the completed claim form together with a certified copy of the death certificate and the funeral directors account to customers services. All claims will be paid to the Executor of the estate or next of kin, if applicable. **We** may require a copy of the Will if payments are made to the next of kin.
- 9.12 **You** should submit **your** claim as soon as possible and in any event within six months of a dental accident or funeral. The longer the time between the **bodily injury** and submitting the claim the harder it is for **us** to validate. If **you** are too ill to contact Simplyhealth yourself, a relative, a friend or **your** solicitor can do this for **you**.

- 9.13 **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 **your** health professional refuses to provide the information **we** require.
- 9.14 **We** reserve the right to request a second opinion from a medical professional appointed by **us** at **our** expense. This may require **you** to attend an appointment, at **our** request, with a healthcare professional appointed by **us**, at **our** expense. Failure to attend the appointment may result in **your** claim not being paid.
- 9.15 **We** will not pay any claim while **you** are in breach of these policy conditions or in arrears with payment of premiums.
- 9.16 **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.
- 9.17 **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.

Section 10: Fraud

Fraud is a criminal offence that can result in a fine or even a prison sentence. To protect Simplyhealth and **our** customers **we** have rigorous anti-fraud measures. These include:

- conducting internal reviews of all activity on the policy

- conducting external investigations through the use of private investigators
- passing details of suspected fraudulent claims to the relevant authorities for them to investigate and prosecute through the criminal courts
- sharing information with NHS counter-fraud teams, health professionals' trade associations, other insurance companies and other agencies with an interest in preventing fraud.

If **we** suspect fraud, or that the **member** or anyone covered by the policy is not being completely open and honest with **us**, **we** can:

- temporarily stop taking premiums and paying claims while **we** review the information. **We** will tell the **member** if **we** stop taking the premiums and when **we** will start to take them again. **We** will start paying claims when **we** have received the premiums that were not collected while the policy was suspended
- ask the person involved (or, if more appropriate, the **member**) for an appointment to discuss the matter. They (or the **member**) agree to co-operate with **our** reasonable requests for an appointment and with **our** requests for additional information regarding their policy
- recover from anyone covered by the policy the full amount that **we** have paid to them for a claim (including any element of the claim that is not fraudulent) irrespective of who made the claim
- cancel the cover for that person
- cancel the whole policy (this includes cancelling cover for every person on the policy)
- cancel all their insurance policies with **us** and with any other company within the Simplyhealth Group
- take legal action to recover any costs that **we** reasonably incur in connection with the fraud, plus interest.

Examples of practices that **we** consider to be not open and honest include:

- deliberately giving **us** false information about anyone covered by the policy or about a claim on the policy
- making a claim, a statement in support of a claim or sending **us** a document in support of a claim knowing that it is false, misleading or exaggerated in any way.

Section 11: How does cover end?

All cover under this policy will end automatically;

- 11.1 When **we** pay benefit to that person for
- **quadriplegia**
 - **paraplegia**
 - **permanent total disablement**
 - **loss of sight** in one or both eyes
 - loss of hearing in both ears
 - **loss of limb**
- 11.2 On the date that an **insured person** reaches the age of 85.
- 11.3 **You** cancel **your** policy by giving **us** one month's notice in writing. **We** will not refund any premiums **you** have already paid and **we** will not pay for any claims for a **bodily injury** once **you** have cancelled.
- 11.4 **You** or any third party who is paying **your** premiums on **your** behalf misses a premium. **We** may reinstate that cover once all outstanding premiums have been paid.
- 11.5 **You** die.

- 11.6 **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.
- 11.7 **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 10
 - **you** breach the terms and conditions of this policy
 - **you** fail to act with utmost good faith
- 11.8 All cover under this policy for a **partner** or **child** included on **your** policy will end when he or she dies or stops satisfying the criteria in section 7.2 and 7.3.

Section 12: Customer care

- 12.1 **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.
- 12.2 Simplyhealth is responsible for complaints arising out of the sale of this policy to **you** and the subsequent issue and administration of the policy.
- 12.3 FirstAssist Insurance Services, a trading style of Cigna Insurance Services (Europe) Limited, is responsible for complaints arising out of sections A to E of the policy and the administration of claims under that part of the policy. If **your**

complaint is in connection with sections A to E of the policy and it is not resolved or if **you** are unhappy with **our** response, then **you** can progress **your** complaint with FirstAssist Customer Relations Department by calling 0330 102 6558 (Monday to Friday 9am-5pm). For your protection calls may be recorded and may be monitored. Calls to 03 numbers cost no more than calls to geographic numbers (01 or 02) from both landlines and mobiles), via email at customerrelations.plymouth@cignainsurance.co.uk or in writing to: FirstAssist, Customer Relations Department, 1 Drake Circus, Plymouth PL1 1QH. They will carry out a separate investigation and full review that will be concluded by FirstAssist issuing a final response letter. FirstAssist will issue its final response letter within eight weeks of **your** original complaint. If it is not possible to issue the response within this timescale FirstAssist will write to **you** explaining why.

- 12.4 If **your** complaint is regarding section F or the administration of **your** policy **you** should contact Customer Services on 0300 100 1169 or write to Simplyhealth Customer Services, at our registered office address of Hambleton House, Waterloo Court, Andover, Hampshire SP10 1LQ. **We** will investigate any complaint and issue a final response.
- 12.5 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, Exchange Tower, London, E14 9SR
- Telephone: 0800 023 4567 or 0300 123 9123
- Email: complaint.info@financial-ombudsman.org.uk
- Website: <http://www.financial-ombudsman.org.uk>

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.

If **you** bought the policy online and **you** wish to make a complaint, **you** can use <http://ec.europa.eu/odr> which is the European Commission's Online Dispute Resolution (ODR) platform. The ODR platform will not resolve **your** complaint, but provides an alternative way to access the Financial Ombudsman Service.

- 12.6 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 0370 908 3481 or write to Simplyhealth Customer Services at **our** registered office address, and **we** will cancel **your** policy for **you**.
- 12.7 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.
- 12.8 **You** are protected by the Financial Services Compensation Scheme (FSCS) – in the unlikely event that Cigna Europe Insurance Company S.A.-N.V. or Simplyhealth Access trading as Simplyhealth goes 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 or 020 7741 4100.

Section 13: What happens if we change the terms and conditions of your policy

- 13.1 **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
- 13.2 **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 11.3 if **you** do not like the changes **we** have made.
- 13.3 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 of the **bodily injury**.

Section 14: How we use information that we hold about you

- 14.1 **We** will hold and use information relating to **you**. **We** call this information personal data.

- 14.2 The main purpose which **we** hold and use personal data for is to enable **us** to provide insurance services to **you** in relation to this **policy**. Other purposes which **we** use personal data for are to identify, analyse and calculate insurance risks, to improve **our** services to **you** and **our** other customers, to comply with legal obligations which **we** are subject to, to protect **our** interests and for fraud detection and prevention.
- 14.3 **We** may receive and share personal data with persons appointed by **you** or who provide a service to **you**, for example **your** healthcare providers (such as an insurance intermediary, or a hospital or specialist).
- 14.4 **We** may provide personal data to persons appointed by **us** who assist **us** in relation to the services we provide to **you**, including companies operating outside the United Kingdom and to organisations responsible for fraud prevention.
- 14.5 Where **we** have **your** agreement **we** will use **your** personal data to provide **you** with offers of products and services from Simplyhealth. Where **you** have agreed **we** will share **your** personal data with other companies within the Simplyhealth Group and carefully selected third parties in order for them to provide **you** with offers of products and services.
- 14.6 **We** operate strict procedures to ensure that personal data is kept secure.
- 14.7 **You** have the right to see **your** personal data which is held by **us**. There may be a charge if **you** want to do this.
- 14.8 If **you** have any questions or concerns about the personal data **we** hold and how **we** use it please write to: The Data Protection Officer, Simplyhealth, Hambleden House, Waterloo Court, Andover, Hampshire, SP10 1LQ.
- 14.9 Simplyhealth records telephone calls for training and quality assurance purposes.

Section 15: General terms and conditions

- 15.1 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.
- 15.2 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.
- 15.3 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.
- 15.4 Language – **we** will communicate with **you** in English.
- 15.5 **We** make no claims about the effectiveness and safety of treatments. **You** take full responsibility for **your** treatment decisions.
- 15.6 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.
- 15.7 **You** cannot transfer the cover or benefits of this policy to anyone else.

15.8 **We** will not accept or be affected by notice of any trust or assignment or the like which relates to this policy.

Part of this policy is underwritten by a third party insurer. Premiums received by Simplyhealth for this part of your cover are held by us as agents of the insurer.

This policy is arranged and section F is administered and underwritten by Simplyhealth. Simplyhealth is a trading name of Simplyhealth Access, registered and incorporated in England and Wales, No. 183035. Registered office: Hambleden House, Waterloo Court, Andover, Hampshire SP10 1LQ. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Sections A to E of this policy are administered by FirstAssist Insurance Services, which is a trading style of Cigna Insurance Services (Europe) Limited, who is authorised and regulated by the Financial Conduct Authority and is registered in England & Wales No. 4617110, Financial Services Register number 310671. Registered Office: Chancery House, St Nicholas Way, Sutton, Surrey SM1 1JB.

Sections A to E of this policy are underwritten by Cigna Europe Insurance Company S.A.-N.V. UK Branch Chancery House, St Nicholas Way, Sutton, Surrey SM1 1JB. Registered in Belgium with limited liability (Brussels trade register no. 0474624562), Avenue de Cortenbergh 52, 1000 Brussels, Belgium. Subject to the prudential supervision of the National Bank of Belgium, Boulevard de Berlaimont 14, 1000 Brussels (Belgium) and to the supervision of the Financial Services and Markets Authority (FSMA), rue du Congrès 12-14, 1000 Brussels (Belgium), in the field of consumer protection and subject to limited regulation by the Financial Conduct Authority. Details of the extent of our regulation by the Financial Conduct Authority are available on request.

You can check this on the Financial Services Register by visiting the Financial Conduct Authority’s website: register.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.

We aim to make information about us accessible to you, whatever your needs. Information is available in large print or audio. Please call us if we can help in any other way.

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Simplyhealth is a trading name of Simplyhealth Access, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Simplyhealth Access is registered and incorporated in England and Wales, registered no. 183035. Registered office, Hambleton House, Waterloo Court, Andover, Hampshire, SP10 1LQ. Your calls may be recorded and monitored for training and quality assurance purposes.

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