

Your Simply Cash Plan

Policy document Part 2 – general terms and conditions for monthly paid cash plans



Certain words used in this **policy** have specific meanings. To avoid repeating the whole meaning **we** have shown these words in bold, and **you** can find their meaning in the 'definitions' section in **your** 'Policy document Part 1 – benefits and exclusions'.

Section 3: Being covered on this policy and who can join the policy

- 3.1 To be covered on this **policy** **you** must be aged between the lower and upper age limits shown on the **table of cover** and be a UK resident.
- 3.2 **You** must live permanently at an address in the UK (this is the address that **we** will send correspondence to).

Who can join the policy

- 3.3 If the **table of cover** shows a premium level including **partners**, the **policyholder** can apply to include their **partner** on the **policy** at the same level of cover if:
 - the **partner** is aged between the upper and lower age limits shown on the **table of cover**
 - the **partner** lives permanently with the **policyholder**and
 - **we** receive the increased premium.

- 4.5 If **your** level of cover changes for any reason, any claims paid in the **claiming year** under the previous level of cover will count towards the entitlement available under the new level of cover.

Changing cover: qualifying periods

- 4.6 If **you** change to an increased level of cover and **your** cover includes benefits that have **qualifying periods**, those **qualifying periods** will start again.

However, if **you** make a claim for a benefit during the new **qualifying period**, **we** will assess **your** claim as if **you** hadn't increased **your** level of cover.

This means that if:

- **you** have completed the **qualifying period** for the previous level of cover, any claim that **we** pay will be up to the maximum benefit limit for that level
- **you** have claimed the maximum benefit on the previous level of cover, **we** will not pay **your** claim because there is no more benefit available to **you** for that level.

For benefits that do not have a **qualifying period**, **you** can claim the increased benefits as soon as **your** increased level of cover comes into effect.

Insurance Premium Tax (IPT)

- 4.7 Where it applies, IPT is included in the 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 the **policyholder** of this change separately.

- 3.4 If the **table of cover** shows a premium level including children, the **policyholder** can apply to include their or their **partner's children** at the same level of cover. **We** may ask to see proof that the **child** is eligible to join the **policy** (for example a birth or adoption certificate).
- 3.5 **We** do not have to accept an application to include anyone on the **policy** or provide an explanation for **our** refusal.

Rules for children included on the policy

- 3.6 **We** will cover a maximum of four **children**, who must be under the age of 18. On a **child's** 18th birthday **we** will cancel their membership of the **policy**.
- 3.7 **Children** can only be covered under one Simplyhealth cash plan. **We** will not add a **child** to this **policy** if that **child** is already covered under another Simplyhealth cash plan.
- 3.8 If **you** currently have more than four **children** on the **policy** or **children** registered on more than one **policy** **you** will be able to keep **your children** covered. However, **you** will not be able to add any more **children** to the **policy** until there are fewer than four **children** covered.

Removing a child

- 3.9 Once a **child** has been added to the **policy**, they must stay on the **policy** for 12 months. If a **child** is removed from cover, **we** will not add that **child** back on to the **policy** during the following 36 months.

How long your cover lasts

- 3.10 **Your** cover starts from the date that **we** agree to include **you** on the **policy** and continues from one month to the next until either **we** or the **policyholder** cancel it.

Section 5: Claims rules

- 5.1 **We** will not pay any claim while **we** have not received the premium for **your** cover, or **you** are in breach of these **policy** conditions.

Making a claim

- 5.2 To make a claim **you** must use the claim form that **we** provide – this is personalised and specific to the people covered by the **policy**. If **you** do not have a claim form, **you** can order one by calling Customer Services on 0370 908 3481 or by logging in to Online Self-Service. If **you** haven't already registered for Online Self-Service, please visit www.simplyhealth.co.uk/register and follow the simple registration process.
- 5.3 The claim form should be signed. If not, **we** may not pay the claim. It is **your** responsibility to ensure that the information on the claim form is correct. **We** will not accept any claims sent directly by a healthcare professional or institution.
- 5.4 **We** do not pay any amounts that **you** may be charged for completing the claim form.

What we need to know

- 5.5 In order for **us** to be able to pay a claim, **we** need to be satisfied that what **you** are claiming for is covered by the **policy** – for example, that any service or treatment is given to a person covered by the **policy**, or by a person who is qualified to provide it, or that what **you** are claiming for is not subject to a **policy** exclusion. If **we** are not satisfied that what **you** are claiming for is covered by the **policy**, **we** may not pay **your** claim.

Section 4: Paying the premium and changing cover

- 4.1 **We** must receive the premium before **we** will provide cover under the **policy**. **We** only accept premiums by direct debit or, in the case of a voluntary scheme, by payroll deduction if **we** have agreed this with **your** employer. **We** may ask for **your** first payment by debit or credit card. **We** must continue to receive the premiums in order for **you** to be able to claim. If **we** do not receive the premiums, **we** may suspend the **policy**.

Changing cover

- 4.2 The **table of cover** shows the levels of cover, the benefits available under each level and the premiums that apply to each level. The summary of cover will show which level applies to the **policy**. The **policyholder** can change the level of cover at any time although following a change **you** must stay on the new level for a minimum of 12 months.

If **your** level of cover increases, **we** must receive the increased premium before the change can take effect.

- 4.3 **We** will not allow an increase to **your** level of cover if anyone covered by the **policy** is older than the upper age limit shown in the **table of cover**.

Changing cover: your claiming year

- 4.4 Any changes to **your** level of cover will not change **your** claiming year.

- 5.6 When **you** make a claim, **you** need to send **us** a fully completed claim form, along with original supporting documentation (for example an original receipt – **we** do not accept copies) that together should leave **us** in no doubt about:
 - the name of the patient
 - the details of the practitioner or establishment and the service or treatment that they have provided
 - the date of the service or treatmentand
 - the amount paid for that service or treatment.
- 5.7 **We** do not accept receipts that have been altered, or invoices, credit or debit card receipts or photocopies of any accounts. **We** do not return any documentation.

If we need more information

- 5.8 If the information that **you** have given **us** is not enough for **us** to validate **your** claim, **we** may need to ask the person who provided the service or treatment for more information (although **we** will not pay if there is a charge for this). **We** will not be able to process **your** claim if **we** do not have the information that **we** need.
- 5.9 If **we** incur any costs in obtaining extra information, **we** can deduct these from **your** claim; if **we** do this, **we** will explain how **we** have calculated these costs.
- 5.10 **We** may ask for a second opinion from a Simplyhealth medical practitioner or specialist in their field of expertise (for example a dentist), chosen by **us**. **We** will pay the cost for this. **We** will ask for **your** consent before **we** give **your** information to anybody outside Simplyhealth.

Paying claims – rules

- 5.11 **We** will only pay for treatment that **you** have already received and have paid for. If **you** have a course of treatment over a period of time (for example in stages), **you** can only claim for the stages of treatment **you** have already received and paid for.
- 5.12 **We** will pay claims from the entitlement available in the **claiming year** in which **you**:
- receive the treatment or service that **you** are claiming for
 - have a baby or adopt a child
 - are admitted to and/or discharged from hospital.
- 5.13 **We** will not pay claims where **you** have paid costs with:
- discount vouchers or coupons
 - any type of retail points scheme or loyalty scheme.
- 5.14 **We** pay claims into a bank account. It is the **policyholder's** responsibility to give **us** the bank account details where they want **us** to pay claims.
- 5.15 If **we** pay a claim which is more than **you** are entitled to under the **policy**, **we** can recover the overpayment. **We** will ask **you** to repay the overpayment or deduct that amount from any other claim that **you** make.

- 5.25 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 the **policy**, **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 tell **us** about the claim, keep **us** informed of its progress, and act in accordance with **our** instructions.

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.

Section 6: Fraud

- 6.1 The relationship between **you** and **us** is based on mutual trust. To protect **our members**, **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 - 'How we use information that we hold about you').

Paying claims – timescales

- 5.16 **We** try to pay valid claims as quickly as possible but **we** are not obliged to pay them within a specific timescale. The longer the time between the **date of treatment** and submitting **your** claim the more difficult it may be for **us** to validate it. If **we** are not able to validate **your** claim for any reason, for example **your** health professional no longer has access to **your** records, **we** may not be able to pay **your** claim. For this reason **we** recommend that **you** send **your** claim to **us** within six months of **your date of treatment**.

Claims outside the UK

- 5.17 **We** will only accept claims for treatment and services that **you** receive in the United Kingdom (UK) and for treatment and services that **you** receive during a trip of up to and including 28 days' duration in the countries of the European Economic Area (EEA) and Switzerland. **We** will not pay a claim if the purpose of the trip is to receive treatment or services outside the UK. **We** will only pay claims where **you** have provided suitable evidence, including that **your** visit did not exceed 28 days in total. **We** will need a translation of the receipt in English, giving details of the claim.
- 5.18 If **you** send **us** receipts in a foreign currency, **we** will calculate the rate of exchange to sterling using the rate published by Oanda (www.oanda.com) which applied on the **date of treatment**.

Other claims rules

- 5.19 **You** can only claim under one benefit for each treatment that **you** receive.

- 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 that **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 that the claim is false, or is exaggerated in any respect
- making a statement in support of a claim where **you** know that the statement is false in any respect
- sending **us** a document in support of a claim where **you** know that 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

- 5.20 If **you** submit a claim under the wrong benefit (for example trying to claim for a pair of glasses under a dental benefit) **we** will allocate the claim to the appropriate benefit and settle the claim accordingly.
- 5.21 If **we** have asked for further information from **you** or a health professional in order to validate a claim, **we** may not pay any claims on this **policy** until **we** have received that information and been able to fully assess the claim.
- 5.22 **We** can 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.

Other insurance policies

- 5.23 Other insurance held by **you** with **us** – if **you** are covered under another insurance policy with **us**, then **you** can claim on both policies up to **your** maximum benefit limits (subject to specific **policy** restrictions). It is **your** responsibility to tell **us** if **you** wish to claim from other policies – **you** should contact customer services or complete the appropriate claim forms. The total **we** pay under all policies cannot be more than the costs that **you** have paid.
- 5.24 Other insurance held by **you** with a different company – if **you** have other insurance (for example a cashplan, or medical insurance from **your partner's** employer) that covers **you** for any of the same benefits under this **policy** and **you** make a claim on this Simplyhealth **policy**, **we** will have the right to seek a proportion of any costs from the other insurer. When **you** make a claim **you** must tell **us** if **you** have other insurance which could cover **your** treatment costs and give **us** the other insurer's contact and policy details.

- **you** do not give **us** support to verify the validity of a claim
- **you** do not 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** customers, 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 customers 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 other customers covered by the same product as **you**. In order to protect **our** ability to continue to offer community pricing, and maintain premium and benefit levels for as many customers as possible, **we** may transfer a group of customers 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 customers whose policies have been transferred.

A group includes all customers who:

- live within a postcode area (for example XY1)
- are part of an employee scheme
- regularly use a particular healthcare establishment.

7.2 **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 years or for at least 4 of the last 5 full calendar years. The adjusted claims loss ratio is 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'.

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

- explain why **we** have taken such action, and why it has impacted **you**
- give **you** details of the new product **you** are being transferred to, including premiums, **table of cover** and terms and conditions
- give **you** 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 re-serve any **qualifying periods**, but 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.

8.4 After the 'cooling off' period the **policyholder** can cancel the **policy** by giving **us** one month's notice. **We** will not backdate the cancellation to before the date that the **policyholder** tells **us** and **we** will not refund any premiums that **we** have received. To cancel the **policy**, please call **us** on 0370 908 3304 or write to **us** at Hambleden House, Waterloo Court, Andover, Hampshire SP10 1LQ.

What happens when cover is cancelled?

8.5 If Simplyhealth or the **policyholder** cancels the **policy**, cover will end for all **members** on the **policy**. The **policyholder** should tell all **members** that the **policy** has been cancelled. Cancellation of the **policy**, or **your** membership of the **policy**, means that **we** will not pay for any treatment or services that **you** receive after the cancellation date.

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 which **you** can use to raise any concern, complaint or recommendation that **you** have. In the first instance **you** should contact Customer Services on 0370 908 3481 or write 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.

7.4 **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 7.3.

Section 8: How does cover end?

When we can cancel the policy

8.1 The circumstances when **we** can cancel the **policy** are:

- if **we** have not received the premium for three consecutive months. **We** will always attempt to contact the **policyholder** to tell them that **we** have not received the payment. **We** do this before **we** cancel the **policy** in order to give the **policyholder** the opportunity to pay the unpaid premium and keep the cover active
- if the **policyholder** dies. Their **partner** and **children** will be able to continue cover with Simplyhealth, although the premiums, benefits and exclusions may not be the same as this product
- if the **policyholder** has:
 - deliberately misled **us** in any way, for example given **us** false information, or not given **us** information that **we** have asked for about a person on the **policy** or a claim on the **policy**. **We** can backdate the cancellation in these circumstances
 - not acted honestly in their dealings with **us**

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, Exchange Tower, London, E14 9SR. Telephone: 0800 023 4567 or 0300 123 9123.

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 Changes to **your** details – **you** must tell **us** as soon as reasonably possible of any changes to the information that **you** have given to **us**, including any change of address, marital status or any other material change. If **you** do not tell **us** about any changes, it might mean that **we** make changes to the **policy** without being able to tell **you** about them, for example **your** premium being increased.

9.4 **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**. If this happens, 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.

- if **we** make a commercial decision to no longer offer this product. If this happens, **we** will give the **policyholder** at least three months' written notice of **our** decision and offer an alternative product, if **we** have one, in order for cover to continue.

When we can cancel a member from the policy

8.2 The circumstances when **we** will cancel a **member** from the **policy** are:

- if the **policyholder** asks **us** to
- if a **partner** no longer lives with the **policyholder**
- when a **child** reaches the age of 18
- if **you** deliberately mislead **us** in any way, for example give **us** false information, or do not give **us** information that **we** have asked for about a person on the **policy** or a claim on the **policy**. **We** can backdate the cancellation in these circumstances
- if **you** have not acted honestly in any of **your** dealings with **us**
- if **you** are abusive to **our** staff. If **you** continue to be abusive, **we** may cancel all policies that **you** hold with Simplyhealth.

When the policyholder can cancel the policy

8.3 The **policyholder** can cancel the **policy** for any reason during the 'cooling off' period. This is up to 14 days from the day they receive their welcome letter. Provided that **we** have not paid any claims, **we** will refund in full any premium that **we** have received. If **we** have paid claims, **we** will deduct the cost of those claims from any refund **we** give. If the cost of the claims is greater than the premium, **we** do not have to refund the premium.

Section 10: Changes to the policy

10.1 Only **we** can change the terms of the **policy**. A change could be, for example:

- the cover that the **policy** provides (this could include the benefits, benefit limits, percentage paybacks)
- rules about adding people or how to claim
- premiums.

10.2 If **we** change the **policy**, **we** will give the **policyholder** one month's notice. If for whatever reason **you** do not receive details of the changes, those changes will still take effect.

10.3 If **we** change the terms of the **policy**, **we** will pay claims according to the terms that applied at the time **you** received the treatment or service that **you** are claiming for. For new child payment, this will be the date of adoption or birth of the child.

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

11.1 **We** will hold and use information relating to **you**. **We** call this information 'personal data'.

- 11.2 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.
- 11.3 **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).
- 11.4 **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.
- 11.5 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.
- 11.6 **We** operate strict procedures to ensure that personal data is kept secure.
- 11.7 **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.
- 11.8 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.
- 11.9 Simplyhealth records telephone calls for training and quality assurance purposes.

Section 12: General points

- 12.1 Waiver – if **we** decide not to enforce a term of this **policy**, this does not mean that the term no longer applies. **We** may rely on that term at a later occasion if **we** decide to do so, unless **we** have told **you** in writing that the term no longer applies.
- 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** and any **children** are not party to the **policy**.
- 12.3 Law and jurisdiction – this **policy** is governed by the laws of England and Wales. Any disputes arising in connection with the **policy** which are not resolved through **our** complaints process can only be dealt with by the courts of England and Wales unless **you** and **we** agree to a different method to resolve the dispute.
- 12.4 Language – **we** will communicate with **you** in English.



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