

Life and Critical Illness Cover  
Individual Policy Document

This insurance is not valid unless  
**your schedule** is attached

# Life and Critical Illness Cover

## Individual Policy Document

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# Life and Critical Illness Cover

## Individual Policy Document

### Welcome to your Term Life and Critical Illness Cover Policy Document

This document sets out the conditions of the insurance between you and us. It should be kept in a safe place.

Please read this document and the Schedule of Insurance carefully. It is important that: you check that the policy and the cover, which you have selected, are correct and suitable for your needs; you comply with your duties under the insurance.

This is a Combined Contract of Insurance containing the terms and conditions, **benefits** and limitations.

Section A Term Life Insurance and Section B Critical Illness Insurance.

ESMI's Term Life and Critical Illness Cover provides guaranteed cash sum if during the term of cover:-

- you die (Section A) or
- you are diagnosed of a specified critical illness (Section B).

This document gives full details of the cover provided by this **policy**. This document, together with the Schedule of Insurance, confirms that insurance has been agreed between **you** and the insurer. The insurer agrees to insure **you** in accordance with the terms and conditions detailed in this **policy** document.

### How the Benefit works?

The Life cover provides a guaranteed cash sum up to a maximum of £100,000 if you die during the term of cover. In the event of Critical Illness claim pay out during the life of the policy, the Life's sum assured will be reduced. The Critical Illness lump sum will be deducted from the Life sum assured. The remaining sum assured will be paid out to you in the event of **your** death during the lifetime of the policy.

Please see table of Benefits and examples below

### Table of Benefits

Level 1			Level 2		
Age	Life Cover Benefit	Critical Illness Benefit	Age	Life Cover Benefit	Critical Illness Benefit
18-50	£100,000.00	£50,000.00	18-50	£50,000.00	£25,000.00
51-55	£100,000.00	£25,000.00	51-55	£50,000.00	£12,500.00
56-61	£50,000.00	£25,000.00	56-61	£25,000.00	£12,500.00
62-68	£50,000.00	£0	62-68	£25,000.00	£0

Please see **your** Schedule of Insurance for confirmation of **your benefit** amount.

### Regulatory Authorities

Life Cover and Critical Illness is underwritten 100% by AmTrust at Lloyd's Syndicate 779. The Lloyd's Managing Agent for AmTrust at Lloyd's Syndicate 779 is AmTrust Syndicates Limited. (Registered Number 04434499) which is entered in the Register of Lloyd's managing Agents. AmTrust Syndicates Limited is authorised and regulated by the Financial Conduct Authority and entered on its register under number 226696.

ESMI's Life Cover is arranged by **Compass** Underwriting Limited. **Compass** is a private company limited by shares incorporated in England under registered number 3332314. **Compass** Underwriting Limited is authorised and regulated by the Financial Conduct Authority under register number 304908.

**You** can check this by going to the FCA register [www.fsa.gov.uk/register/firmSearchForm.do](http://www.fsa.gov.uk/register/firmSearchForm.do) or by calling them on 0800 111 6768.

### 1. Are you eligible?

We will cover **you** under this **policy** if **you** and/or any **family members**:

- permanently reside in the United Kingdom; and
- **you** are aged between 18 and 55 at the **effective date**; and **your** partner/spouse are between the age of 18 year and 55 at the **effective date**.

Policy can be renewed up to the age of 68. The Critical Illness benefit stops at the renewal age of 61.

Children can be covered under this **policy**. A **benefit** of £5,000 is payable in the event of a death of a child(ren), if included under this plan, up to a maximum of 4 children.

### 2. Information you have given us:

In deciding to accept this insurance and in setting the terms and **premium**, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this insurance as if it never existed and decline all claims.

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If **we** establish that **you** were careless in providing **us** with the information **we** have relied upon in accepting this insurance and setting its terms and **premium we** may:

- treat this insurance as if it had never existed and refuse to pay all claims and return the **premium** paid. **We** will only do this if **we** provided **you** with insurance cover, which **we** would not otherwise have offered;
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness;
- charge **you** more for **your** insurance or reduce the amount **we** pay on a claim in the proportion the **premium** have paid bears to the **premium we** would have charged **you**;
- or cancel **your** contract of insurance in accordance with the Cancelling **your** Covers condition below.

### 3. Definitions

Where **we** explain what a word means, that word will have the same meaning wherever **we** use it in **your policy**. These words are highlighted in bold.

#### **Benefit(s)**

The amount shown in the Schedule of Insurance, the **policy** wording states the maximum **benefits you** can receive.

#### **Compass**

**Compass** Underwriting Limited – the administrators of this insurance, registered in England number: 3332314. Registered office: Brierly Place, New London Road, Chelmsford, Essex CM2 0AP but operates from 50 Mark Lane, London EC3R 7QR.

#### **Contract period**

12 calendar months from when **your policy** began and for each subsequent renewal.

#### **Doctor**

A qualified medical practitioner registered in the **UK** with the General Medical Council. A **doctor** cannot be **you**, anyone related to **you** or anyone living with **you**.

#### **Effective Date**

Means the date when **You** were first covered as shown on the **policy** schedule

#### **Family member**

1. the **policyholder's** current legally married spouse or registered civil partner under the Civil Partnership Act 2004, who permanently lives with **you**, or a person who is permanently living with **you** and has been for at least 6 months and the relationship is in the nature of a marriage even though it has not been legally formalised and
2. any of their or **your** children, including adopted children, under 18 years of age when the **policy** is taken out or when it is renewed.

#### **Medical condition**

any disease, illness or injury, including psychiatric illness.

#### **Policy**

The full terms of the insurance contract between **you** and **us** are set out in a number of documents such as the application form **we** ask **you** to fill in, the terms of this **policy** wording, any statement of fact and the Schedule of Insurance.

#### **Policyholder**

The first person named on the Schedule of Insurance.

#### **Pre-existing**

is any condition, injury, illness, disease or related condition and/or associated symptoms, whether diagnosed or not, which in the 3 year period immediately prior to the start of this insurance **you** suffered prior to the **start date** as shown in **your** Insurance Schedule:-

- **you** knew about, or should reasonably known about, or
- **you** had seen, or arranged to see, a **doctor** about

#### **Premium(s)**

The amount **you** pay in return for the cover **you** have chosen asset out in **your** Schedule of Insurance

#### **Specialist**

Means a **doctor** or medical consultant having an United Kingdom **specialist** qualification.

#### **Start date**

The date the insurance begins as shown on **your** Schedule of Insurance.

#### **Terrorist act**

Any clandestine use of violence by an individual terrorist or a terrorist group to coerce or intimidate the civilian population to achieve a political, military, social or religious goal.

#### **Treatment(s)**

Surgical or medical services (including diagnostic tests and day-patient **treatment**) that are needed to diagnose, relieve or cure a disease, illness or injury.

#### **UK, United Kingdom**

England, Scotland and Wales Only.

#### **We, our, us**

AmTrust at Lloyd's Syndicate 779.

#### **You, your**

The person or people named on the Schedule of Insurance including **family members**.

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### 4. Cancelling your Term Life and Critical Illness cover –

- **Your statutory cancellation rights (Cooling off period).**

The **Policyholder** can cancel this **policy** within 30 days of when **you** received **your policy** document. **We** will refund any **premium** you have paid as long as you have not made any eligible claim.

To cancel either write to **Compass** at the following address:-

**Compass** Underwriting Limited  
50 Mark Lane  
London  
EC3R 7QR

Or contact **Compass** using:-

Tel: 020 7398 0100

Fax: 020 7398 0109

email: info@compassuw.co.uk

- **Cancelling after the statutory period**

The **Policyholders** right to Cancel:

The **Policyholder** can cancel this **policy** at any time by sending **your** Schedule of Insurance to the address above and asking in writing for **your policy** to be cancelled. **We** will cancel the insurance on the day **we** receive **your** request. **We** will work out any refund of **premium** for the unused period of insurance on a pro rata basis, provided no claims has been paid or is due to be paid and nothing has occurred that is likely to give rise to a claim. For example, if **you** have been covered for 6 months, the deduction for the time **you** have been covered will be half the annual **premium**.

**You** will be responsible for cancelling the direct debit arrangement with **Compass** Underwriting Limited.

Our Right to Cancel:

**We** have the right to not offer renewal of this product. In the event that **we** decide to cancel or replace this **policy**, **we** will give 90 days notice but allow the policy to continue until the expiry date. **Compass** will send this by registered post to the last address **you** gave **us**. **We** will work out any **premium** refund in line with the above paragraph.

### 5. Claims

#### 5.1. Making a claim for Term Life or Critical Illness

If **you** wish to make a claim, please contact **Compass** on 0800 032 77 75 asking for a claims form, or write to **Compass** at:

Compass Underwriting Limited  
50 Mark Lane  
London  
EC3R 7QR

Email: claims@compassuw.co.uk

Or **you** can go to [www.getesmi.co.uk](http://www.getesmi.co.uk) to get a claim form.

1. **You** will need to fill out the claims form and send it back to **Compass**. When submitting the claim form **you** must give **your** reference number and state under which section a claim is being made. All circumstances that are likely to give rise to a claim under this insurance should be notified within 30 days after the initial diagnosis or death (or as soon as reasonably practicable thereafter).
2. Please note all calls may be monitored and recorded for security purposes.
3. **You** must comply with the following conditions to have the full protection of **your policy**. If **you** do not comply with them, **we** may at **our** option cancel the **policy**, refuse to deal with **your** claim or reduce the amount of any claim payment.
4. When **we** have approved a claim **you** will need to wait up to 5 working days for **your** cheque or electronic payment, as long as **we** have all the necessary information.

#### 5.2. Making a Term Life Claim

##### Claim Conditions

**We** will only pay **benefit** to **your** estate whose receipt will be a discharge to **us**. 'Discharge' means that when **we** make a payment of a claim to **your** estate, this will be the end of **our** legal responsibilities.

##### In the event of a claim:

- a) **Your** legal representative should notify **us** of a potential claim within 30 days of the incident or as soon after the incident as is reasonably practicable.
- b) **We** will give **your** representatives all the advice they need to help the claim run smoothly and will send out any claim form that they need to complete.
- c) All information and evidence to support a claim shall be provided at the expense of **your** estate and shall be in a form as required by **us**.
- d) The receipt of **benefit** from **us** to **your** legal representatives will be a full and final discharge by **us**.
- e) The **Policyholder** should continue to pay **premiums** due for themselves and their remaining **family members**, if they wish their insurance cover to continue.

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### 5.3. Making a Critical Illness Claim

#### Claim Conditions

1. Written notice must be given to **us** within 30 days (or as soon as reasonably practicable thereafter) of becoming aware of any incident, which may lead to a claim within the meaning of this insurance and, if applicable, **you** must place **yourself** as soon as possible, under the care of a duly qualified medical practitioner.
2. No claim will be accepted under this **policy** by **us** until **we** have received a completed claim form together with satisfactory medical evidence, proof of age and such other documents as **we** may reasonably require.
3. **You** can only claim **benefit** for one of the specified Critical Illnesses during the period **you** are covered from the **effective date**.
4. In the event of a claim under this insurance, **you** agree to allow all medical records, notes and correspondence referring to the claim or related **pre-existing** conditions to be made available on request, in accordance with all statutory provisions relating to the Data Protection Act &/or Access To Medical Records, to the medical advisor appointed by or on **our** behalf (at **our** own expense).
5. **We** have the right to require **you** to be medically examined (at **our** expense) if such examination is, in the reasonable opinion of **our** Chief Medical Officer, necessary for **your** claim to be reviewed.
6. Until such time as **your** claim is validated **you** must continue to pay any relevant **premium** as originally stated in the Schedule of Insurance as and when they fall due.
7. Payment of claims may be deferred when medical evidence is required.
8. On payment of a critical illness claim the life sum insured for that person will be reduced by up to 50% Please see table of **benefits** and **your** Schedule of Insurance.

### 6. The laws that apply

**You** and **we** are free to choose the laws that apply to this **policy**. As **we** are based in England, **we** will apply the laws of England and Wales and by purchasing this **policy**, **you** have agreed to this.

### 7. Data Protection Act 1998

Please note that any information provided to **us** will be processed by **us** and **our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to thirds parties.

### 8. Paying premiums

- a) **You** can pay the full annual **premium** for this **policy** at the **start date**.
- b) However, if **you** chose to pay for **your** cover by monthly direct debit through **Compass**, there is an administration fee of 10% which is payable to ESMI Ltd to cover administration costs. This fee is included in the monthly **premiums** and a breakdown of costs will be shown on **your** Schedule of Insurance. **You** must provide **your** bank details to **Compass** who will collect **your** direct debit each month. This **policy** will automatically end if **you** miss any payments or **you** fail to comply with the terms set out in **your** agreement with **Compass** Underwriting Limited. **You** can re-apply to take out this insurance again. In return for accepting **your** **premium**, **we** will pay **you** the stated **benefit** (**we** describe this in the following pages).

In the event of a Life claim under a joint family policy the non-claiming insured's benefit will continue at their own individual premium rate.

### 9. Transferring this policy (assignment)

**You** cannot transfer this **policy** to someone else.

### 10. Adding family members

If **you** also arrange cover for **your family members**, **you** will still be the one registered as the **policyholder** and **your family members** cannot have separate membership for themselves. If **you** are single when **you** join the scheme, and **you** later get married, or live with a **family member**, and **you** wish to add them to **your** cover, contact **us** with details of **your family member's** name and his or her date of birth. When **we** receive these details, **we** will change **our** records so that **you** have family membership and can claim the relevant **benefits** for **your family members**. Children can only receive Term Life Cover and are excluded from cover for the Critical Illness section.

## SECTION A: TERM LIFE COVER

### A. Cover Provided

**We** will pay the lump sum **benefit** as set out in **your** Schedule of Insurance up to a maximum of £100,000 upon **your** death. If **you** are aged over 55 at time of death then **we** will only pay up to a maximum lump sum **benefit** of 50% of the sum assured on **your** schedule of Insurance. If **you** are to make a Critical Illness claim then the sum assured paid out will be deducted from the Life Cover sum assured and **you** will receive the remaining sum assured.

A **benefit** of £5,000 is payable in the event of a death of a child(ren), if included under this plan, up to a maximum of 4 children.

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### B. Exclusions – What is not covered

We will not pay a claim if it caused directly or indirectly from any of the following:-

- a) any **pre-existing medical condition**;
- b) inappropriate use of alcohol or drugs, including but not limited to the following:
  - consuming too much alcohol
  - taking an overdose of drugs, whether prescribed or not
  - taking controlled drugs (as defined by the Misuse of Drugs Act 1971) otherwise than in accordance with a lawful prescription
- c) intentional self-inflicted injury;
- d) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not) civil war, riots, strikes, civil commotion, terrorism, rebellion, insurrection or military or usurped power, or explosions of war weapons;
- e) nuclear contamination, biological contamination or chemical contamination.

### C. When cover ends

All cover will end when:

- the **policyholder** dies;
- **your policy** is due for renewal after **you** reach the age of 68;
- **you** stop permanently residing in the **UK**;
- **you** or **we** cancel this **policy** as shown in Section 4 ; or
- **you** stop paying **your premium**

## SECTION B: CRITICAL ILLNESS COVER

### A. Cover Provided

If, after the **start date**, **you** are diagnosed (satisfying the relevant definitions) as having one of the critical illnesses listed and survive for at least 28 days following initial diagnosis, **we** agree to pay **you** the appropriate **benefit** as stated on the Schedule of Insurance. Each named insured person covered under this **policy** can only claim **benefit** for one of the specified Critical Illnesses throughout the period of this insurance **policy**.

### B. When cover ends

All cover will end when:

- **your policy** is due for renewal after **you** reach the age of 61;
- **you** stop permanently residing in the **UK**;
- the **policyholder** or **we** cancel this **policy** as shown in Section 4; or
- the **policyholder** stops paying **your premium** or **your** outstanding **premium**, whichever is earlier.

### C. Critical Illnesses Covered

The following critical illnesses are covered under this **policy**, subject to any terms or limitations, are as hereby specified: (please also refer to the exclusions set out in Section E below).

#### 1. Bacterial Meningitis – *resulting in permanent symptoms*

A definite diagnosis of bacterial meningitis resulting in permanent neurological deficit with persisting clinical symptoms.

**We** do not cover any other form of meningitis including viral meningitis.

#### 2. Cancer – *excluding less advanced cases*

Any malignant tumour positively diagnosed with histological confirmation and characterised by the uncontrolled growth and spread of malignant cells and invasion of tissue. The term malignant tumour includes leukaemia, sarcoma and lymphoma except cutaneous lymphoma (lymphoma confined to the skin).

For the above definition the following are not covered:

- All cancers which are histologically classified as any of the following:
  - as pre-malignant,
  - non-invasive;
  - cancer in situ;
  - having either borderline malignancy; or
  - having low malignant potential
- All tumours of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinic TNM classification T2N0M0.
- Chronic lymphocytic leukaemia unless histologically classified as having progressed to at least Binet Stage A.
- Any skin cancer (including cutaneous lymphoma) other than malignant melanoma that has been histologically classified as having caused invasion beyond the epidermis (outer layer of skin).



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### 3. Coronary Artery By-Pass Grafts – *with surgery to divide the breastbone*

The undergoing of surgery requiring median sternotomy (surgery to divide the breastbone) on the advice of a consultant cardiologist to correct narrowing or blockage of one or more coronary arteries with by-pass grafts but excluding balloon angioplasty, laser relief or any other procedures.

### 4. Heart Attack – *of specified severity*

The death of heart muscle due to inadequate blood supply that has resulted in all of the following evidence of acute myocardial infarction:

- Typical clinical symptoms (for example, characteristic chest pain).
- New characteristic electrocardiograph changes.
- The characteristic rise of cardiac enzymes or Troponins recorded at the following levels or higher:
  - Troponin T > 0.2ng/ml
  - AccuTnl > 0.5ng/ml or equivalent threshold with TroponinI methods. The evidence must show a definite acute myocardial infarction.

For the above definition, the following are not covered:

- other acute coronary syndromes,
- Angina without myocardial infarction.

### 5. Kidney Failure – *requiring permanent dialysis*

Chronic and end stage failure of both kidneys to function, as a result of which regular renal dialysis permanently required.

### 6. Major Organ transplant – *from another donor*

The undergoing as a recipient of a transplant of bone marrow or of a complete heart, kidney, liver, lung or pancreas, or inclusion on an official **UK** waiting list for such a procedure.

For this definition the following is not covered:

- transplant of any other organs, parts of organs, tissue or cells.

### 7. Multiple Sclerosis – *with persisting symptoms*

A definite diagnosis of Multiple Sclerosis by a consultant neurologist. There must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least six months.

### 8. Stroke – *resulting in permanent symptoms*

Death of brain tissue due to inadequate blood supply or haemorrhage within the skull resulting in permanent neurological deficit with persisting clinical symptoms.

For the above definition the following are not covered:-

- transient ischaemic attack.
- traumatic injury to the brain tissue or blood vessels
- death of tissue of the optic nerve or retina/eye stroke

## D. Moratorium

**We** do not provide cover for any **pre-existing** condition, or any related condition, if **you** had:

1. Any **pre-existing** symptoms of that condition during a continuous 3 year period before **your effective date**.
2. Any medication for that condition during a continuous 3 year period after **your effective date**.
3. Diagnostic tests which shall mean; Investigations, such as X-rays or blood tests, to find or to help to find the cause of **your** symptoms for that condition during a continuous two year period after **your** initial date of cover.
4. Any **treatment** which shall mean; Surgical or medical services (including diagnostic tests) that are needed to diagnose, relieve or cure a disease, illness or injury for that condition during a continuous two year period after **your** initial date of cover.
5. Have received advice which shall mean, consultation, advice or prescription from a **doctor** or **specialist** about that condition during a continuous two year period after **your** initial date of cover.

However, **we** will cover a **pre-existing** condition if **you** do not have:

1. Any medication for that condition during a continuous 3 year period after **your** initial date of cover.
2. Diagnostic tests which shall mean; Investigations, such as X-rays or blood tests, to find or to help to find the cause of **your** symptoms for that condition during a continuous 3 year period after **your** initial date of cover.
3. Any **treatment** which shall mean; Surgical or medical services (including diagnostic tests) that are needed to diagnose, relieve or cure a disease, illness or injury for that condition during a continuous 3 year period after **your** initial date of cover.
4. Have received advice, which shall mean; consultation, advice or prescription from a **doctor** or **specialist** about that condition during a continuous two year period after **your** initial date of cover.

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### E. Exclusions – What is not covered

**We** will not be liable for any claim directly or indirectly caused by:

1. Intentional self-inflicted injury;
2. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, riots, strikes, civil commotion, terrorism, rebellion, insurrection, or military or usurped power or explosions of war weapons;
3. A **pre-existing condition**;
4. **Your** failure to seek or follow medical advice, where such failure is unreasonable in the opinion of **our** Chief Medical Officer;
5. Acquired Immune Deficiency Syndrome (AIDS or HIV) or AIDS Related complex (ARC), howsoever this syndrome has been acquired or may be named;
6. Ionising radiation or radioactive contamination;
7. Medical operations or **treatments**, which are not medically necessary;
8. Inappropriate use of alcohol or drugs, including but not limited to the following:
  - consuming too much alcohol
  - taking an overdose of drugs, whether lawfully prescribed or not
  - taking controlled drugs (as defined by the Misuse of Drugs Act 1971) otherwise than in accordance with a lawful prescription.

### 11. General Conditions which are applicable to both Sections A and Section B

#### General Conditions

**You** must comply with the following conditions to have the full protection of **your policy**. If **you** do not comply with them, **we** may at **our** option cancel the **policy**, or refuse to deal with **your** claim or reduce the amount of any claim payment.

#### a) How long does your cover last

This **policy** lasts for a period of 12 months from the **start date**.

For each **contract period**, **your premiums** and **policy** terms are fixed, however for each new **contract period** **we** may change either the **premiums you** pay or the cover provided by the **policy**; and/or the conditions of **your** cover. If **we** change the **premiums you** pay, **we** will send 90 day's notice to the **policyholder** at **your** last known address. If **we** change **your** cover, **we** will write to the **policyholder** to tell **you** about the changes.

The **premiums** are guaranteed not to change for 5 years from the original **start date** of **your policy**. Be aware that **we** guarantee not to change the **premiums**, but **we** reserve the right to cancel **your** policy at the renewal date.

#### b) Change in circumstances

**You** must give **Compass** written notice of any change in **your** personal circumstances within 30 days or as soon as **you** can. This includes if **you** have a family **policy** and **your** partner and/or children no longer reside with **you**, move to live or work outside the **UK**, or any other relevant circumstance. If **you** do not provide details about change in **your** circumstances, it may affect **your** ability to claim under the **policy**. Please also keep **us** up-to-date as to **your** bank account details, address and other contact details. **You** must make sure that whenever **you** have to provide any information, it is true, accurate, and complete to the best of **your** knowledge and belief so that it shows **us** the risk **we** are taking on. If any information **you** (or anyone acting on **your** behalf) provide is not accurate or is not complete, **your** cover may not protect **you** if **you** need to make a claim.

#### c) **We** and **Compass** will use **your** personal information to provide the service set out under the terms of this **policy** and to manage **your policy**. Because the **policyholder** on the Schedule of Insurance may be acting on behalf of another person covered by this **policy**, **Compass** will send all information about the **policy** (including any forms, reports and letters or e-mails about claims) to **policyholder**, unless **we** are told to do otherwise.

#### d) **You** may not have more than one **policy** with **Compass**.

#### e) If **you** break any terms of the **policy** or make, or attempt to make, any dishonest claim, **we** can refuse to make any payment and end **your policy** and all cover under it immediately.

#### f) Only **you** and **us** have legal rights under this **policy** and it is not intended that any clause or term of this **policy** should be enforceable, by virtue of the contract (Rights of Third Parties) Act 1999.

#### g) Sanction Limitation and Exclusion Clause

**We** shall not be deemed to provide cover or be liable to pay any claim or provide any **benefit** hereunder to the extent that the provision of such cover, payment of such claim or provision of such **benefit** would expose **we** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America

#### h) Several Liability

**We**, the insurers, Lloyd's Syndicate 779, hereby bind ourselves each for his own part and not one for another, **our** Executors and Administrators.

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### 12. Fraud

**You** must not act in a fraudulent way. If **you** or anyone acting for **you**:

- make a claim under the **policy** knowing the claim to be false or exaggerated in any way;
- make a statement to support a claim knowing the statement to be false in any way;
- send **us** a document to support a claim knowing the document to be forged or false in any way; or
- make a claim for any loss or damage caused by **your** deliberate act or caused by an act to which **you** agree, about which **you** know in advance or in which **you** collude. In these circumstances **we**:
  - will not pay the claim;
  - will not pay any future claim, which may, or may not, have already been notified;
  - may declare the **policy** void;
  - will be entitled to recover from **you** the amount of any claim already paid under the **policy**;
  - will not return any of **your** premiums;
  - may let the police know about the circumstances.

### 13. Making yourself heard – Complaints and feedback

**We** always try to provide an excellent standard of service. But, if **you** want to complain or provide **us** with feedback it is important **you** know **we** are committed to providing **you** with an exceptional level of service and customer care. **We** realise that things can go wrong and there may be times when **you** feel that **we** have not provided the service **you** expected. When this happens **we** want to hear about it so that **we** can try to put things right.

Who to contact?

So that **your** complaint is dealt with as quickly and efficiently as possible, **you** will need to make sure that:

- **you** are talking to the right person; and
- **you** are giving them the right information.

When **you** contact **us**

- Please give **your** name and phone number.
- Please give **your** **policy** or claim number and the type of **policy** **you** hold.
- Please explain the reason for **your** complaint clearly and briefly.

#### Step one – making your complaint

For complaints relating to **your** **policy** or **benefits** please contact:

The Customer Service Manager  
Compass Underwriting Limited  
50 Mark Lane  
London EC3R 7QR

Tel: 0800 032 7775 (please note that calls are recorded)

Email: [info@compassuw.co.uk](mailto:info@compassuw.co.uk)

If **you** want to provide written details, **we** have prepared the following checklist for **you** to use when writing **your** letter.

- Write 'Complaint' at the top of **your** letter.
- Give **your** full name, postcode and phone numbers.
- Include the type of **policy** and **your** **policy** or claim number.
- Explain clearly and briefly the reasons for **your** complaint.

**You** should send the letter to the person dealing with **your** complaint along with any other material that is needed. **We** expect to sort out most complaints quickly and satisfactorily at this stage.

At any stage **you** can also contact Lloyd's with **your** complaint. The contact details at Lloyd's are:-

The Complaints Team  
Market Services  
Lloyd's  
Fidentia House  
Walter Burke Way  
Chatham Maritime  
Kent ME4 4RN  
Tel: 020 7327 5693  
Fax: 020 7327 5225

E-Mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint -How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

# Life and Critical Illness Cover

## Individual Policy Document

### Step two

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,  
South Quay Plaza,  
183 Marsh Wall,  
Docklands,  
London,  
E14 9SR.

Tel: 0800 023 4567 (calls to this number are now free on mobile phones and landlines) or

0300 123 9123 (calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs).

These numbers may not be available from outside the **UK** –

so from abroad please call on +44 20 7964 0500.

Fax: 020 7964 1001

Email: [complaint.info@financialombudsman.org.uk](mailto:complaint.info@financialombudsman.org.uk)

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

### Our promise to **you**

- **We** will quickly confirm that **we** have received **your** written complaint.
- **We** will investigate complaints promptly and thoroughly.
- **We** will keep **you** up to date about **our** progress.
- **We** will do everything **we** can to sort out **your** complaint.
- **We** will learn from **our** mistakes.
- **We** will use the information from complaints to constantly improve **our** service. To help **us** improve **our** service, **we** may record or monitor phone calls.

### Online Dispute Resolution

Alternatively, If **you** purchased **your** insurance online, please note that **you** can, if **you** wish, also submit **your** complaint via the Online Dispute Resolution (ODR) Platform set up by the European Commission. This service has been set up to help residents in the European Union (EU) who have bought goods or services online, get their complaint resolved. **You** can access the ODR Platform by clicking on the following link:

<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>

This does not affect **your** right to submit **your** complaint following the process above.

### 14. Financial Services Compensation Scheme (FSCS)

**You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS (7th Floor, Lloyd's Chambers, Portoken Street, London E1 8BN) or visit [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS on 0207741 4100.