

Sick Pay  
Individual Policy Document

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

# Sick Pay Individual Policy Document

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# Sick Pay Individual Policy Document

## 1. Introduction

### About Your Insurance

Welcome to **your** ESMI Sick Pay insurance Policy Document.

This insurance provides a monthly income for up to six months if an **insured person** suffers an **accident** or **illness** and is unable to attend their usual place of employment as a result of this.

The **accident** or **illness** must occur during the **period of cover** and the symptoms must last for more than 30 calendar days in a row before **we** will pay a **benefit**.

Please take time to read the "Important Information" section on pages 2 & 3 of **your** Policy Wording. It tells **you** about things **you** need to check and the actions **you** need to take. It also contains information about the helplines which are available to talk to, the **waiting period** during which **you** cannot claim and the **period of cover** and **our** right to review **your** policy.

This insurance is administered by Compass Underwriting Limited who are specialists in this type of insurance with many years experience. They will be there throughout the lifetime of **your** policy to answer any questions that **you** might have, collect **your premium** and deal with any claims. Compass Underwriting Limited is referred to as the **administrator** in **your** Policy Wording. Their contact details are:

Compass Underwriting Limited  
50 Mark Lane  
London  
EC3R 7QR

Tel: 0207 398 0100  
Fax: 020 7398 0109  
Email: sales@compassuw.co.uk

For claim related enquiries the **administrator** contact numbers and e-mail address is as follows –

Tel: 0800 319 6601  
Fax: 020 7398 0109  
Email: claims@compassuw.co.uk

Claim forms are also available at <http://www.getesmi.co.uk/products/literature>

Lines are open between 9am and 5pm Monday to Friday

The insurance is underwritten by Lloyd's Syndicate 4444 which is managed by Canopus Managing Agents Limited. Canopus Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Lloyd's Syndicate 4444 is referred to as "**we**", "**us**" and "**our**" in this section of **your** Policy Wording.

Some words and phrases in this Policy Wording will always have the same meaning wherever they appear. To make them easier to recognise when they are being used, they will be shown in **bold**. They are all listed and explained in the "Definitions" section on page 8 of **your** Policy Wording.

All insurance documents and all communications with **you** about this policy will be in English.

Please contact the **administrator** if **you** need any documents to be made available in braille and/or large print and/or in audio format. Their contact details are shown above.

### The Insurance Contract

This Policy Wording and **your Schedule of Insurance** are **your** insurance documents and together they make up the contract between **you** and **us**. It is important that **you** read this Policy Wording carefully along with **your Schedule of Insurance** so **you** can be sure of the cover provided and to check that it meets **your** needs.

This Policy Wording and **your Schedule of Insurance** are issued to **you** by Compass Underwriting Limited in its capacity as **our** agent under contract reference (B6839CR6332015) In exchange for **your** payment of the **premium** referenced in **your Schedule of Insurance**, **you** are insured in accordance with the terms & conditions contained in these documents (and any amendments made to them) for the duration of **your** policy.



Signed by Andrew Briant - Authorised signatory of Compass Underwriting Limited

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## 2. Important Information

It is important that:

- **You** check **your Schedule of Insurance** to ensure the details are correct and that the cover is as **you** requested;
- **You** check that **you** are eligible for this insurance (see "Eligibility" below);
- **You** check the information **you** have given **us** is accurate (see "Disclosure of Important Information" below);
- **You** notify the **administrator** as soon as possible of any inaccuracies on **your Schedule of Insurance**, or if **you** are not eligible for the insurance; and
- **You** comply with any duties detailed under each section of the Policy Document and under the insurance as a whole.

### Conditions

There are conditions which apply to the whole of this insurance and full details of these can be found in the "General Conditions" section on page 4 of this Policy Document. There are also conditions which relate specifically to making a claim, and these can be found in the "Making a Claim" section on page 5.

In these sections **you** will find conditions that **you** need to meet. If **you** do not meet these conditions, **we** may reject a claim payment or a claim payment could be reduced. In some circumstances, **your** policy may be cancelled.

### The Period of Cover

This is an annual insurance policy which begins on the policy **start date**. The **start date** and **period of cover** are shown on **your Schedule of Insurance**.

**Your** cover will end automatically at the earliest of:

- a) the first renewal date following **your** 68<sup>th</sup> birthday. However, where there is a valid claim in progress on this date, or if an **accident** or **illness** occurred before this date and results in a valid claim, **we** will accept and/or continue to pay the claim until it would otherwise have ended under the terms and conditions of **your** policy;
- b) the date that **you** die;
- c) the date that **you** stop paying **your premium**; or
- d) the date that **you** or **we** cancel this insurance. Please refer to page 5 for details of how to cancel.

Cover for an **insured person** will end automatically at the earliest of:

- a) the date that **your** insurance ends in accordance with points b, c or d above; or
- b) the first renewal date following their 68<sup>th</sup> birthday.

### Qualifying Period – Accident Benefit

A 14 day qualifying period applies to the **accident benefit**. This means that **you** cannot submit a claim for any **accident** which occurs:

- a) within 14 days of the policy **start date**; or
- b) within 14 days of an **insured person** being added to **your** policy (in respect of that person).

The qualifying period does not apply if **you** renew **your** policy.

### Qualifying Period – Illness Benefit

A 90 day qualifying period applies to the **illness benefit**. This means that **you** cannot submit a claim for any **illness** which occurs:

- a) within 90 days of the policy **start date**; or
- b) within 90 days of an **insured person** being added to **your** policy (in respect of that person).

The qualifying period does not apply if **you** renew **your** policy.

### Where and When Cover Applies

Cover applies 24 hours a day, 7 days a week within the United Kingdom (excluding Northern Ireland).

**We** will also provide cover for up to 28 days in total during any one **period of cover** while **you** are travelling in the European Union (EU) and European Economic Area (EEA).

The countries which form the EU and EEA are: Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and the United Kingdom.

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## Information You Give Us

### Eligibility

When **you** applied for this insurance **we** asked **you** to confirm that **you** were eligible for cover. The eligibility requirements are as follows:

- **You** and all **insured persons** are permanent residents of the United Kingdom.
- **You** and all **insured persons** are 18 to 61 years of age at the policy **start date**.
- **You** and all **insured persons** are **actively working** for an average of 16 hours per week as an employee or worker or as self-employed. Any person that is self-employed must be registered with HMRC for tax purposes.

Please note that maternity leave is classed as **actively working**.

Please contact the **administrator** as soon as possible if **you** are not eligible for this insurance or if **you** have any queries. Their contact details are on page 1 of this Policy Document.

### Disclosure of important information

In deciding to accept this insurance and in setting the terms and **premium**, **we** have relied on the information **you** have given **us** via the **administrator**. **You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, and renew **your** policy. If the information provided by **you** is not complete and accurate:

- **we** may cancel **your** policy and refuse to pay any claim, or
- **we** may not pay any claim in full, or
- **we** may revise the **premium**, or
- the extent of the cover may be affected.

If **you** become aware that any information **you** have given is incomplete or inaccurate, please contact the **administrator** as soon as possible. Their contact details are on page 1 of this Policy Document.

### Adding Your Partner

If **you** wish to add **your partner** to **your** policy please contact the **administrator**.

A qualifying period will apply from the date that **your partner** is added to the policy as noted on page 2.

## 3. What is Covered

### Policy Limits

- The maximum monthly **benefit** is shown in the table below.
- The maximum monthly **benefit** cannot exceed 85% of **your** gross monthly salary.
- There is no limit on the number of claims **you** can make during any one **period of cover**.
- The most **we** will pay in total for any number of claims during any one **period of cover** is the maximum **benefit** shown in the table below (for each **insured person**).

**We** will pay the **benefit** shown in the table below if an **insured person** suffers an **accident** or **illness** and is unable to attend their usual place of employment as a result of this. The **benefit** will be paid until the date that the **insured person** returns to work or until the maximum benefit has been paid, whichever is the earlier.

The **accident** or **illness** must occur during the **period of cover** and the symptoms must last for more than 30 calendar days in a row before **we** will pay a **benefit**.

A 90 day qualifying period applies to the **illness benefit**.

Level of Cover	Monthly Benefit	Maximum Benefit
1	Up to £2,000 per month for up to 6 months or 85% of <b>your</b> gross monthly salary whichever is the lesser.	£12,000
2	Up to £1,500 per month for up to 6 months or 85% of <b>your</b> gross monthly salary whichever is the lesser.	£9,000
3	Up to £1,000 per month for up to 6 months or 85% of <b>your</b> gross monthly salary whichever is the lesser.	£6,000
4	Up to £500 per month for up to 6 months or 85% of <b>your</b> gross monthly salary whichever is the lesser.	£3,000

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## 4. What is Not Covered

**We** will not pay any **benefit**:

- a) If an **insured person** does not meet the eligibility requirements for this policy (as detailed on page 3 of this Policy Document).
- b) For any **pre-existing medical condition** unless the **insured person** has been symptom free and has not required **treatment** or medical advice for at least 24 months in a row immediately before the policy **start date**.
- c) For any back-related condition unless there is radiological evidence of a medical abnormality or a visible wound or bruising, or a **doctor** or **consultant** certifies that this is the only condition which prevents **you** from attending **your** usual place of employment.
- d) For any claim for psychological, psychotic or mental disorders unless a **consultant** certifies that this is the only condition which prevents **you** from attending **your** normal duties at **your** normal place of employment
- e) For any claim resulting from an **insured person** taking part in a criminal act.
- f) For any claim resulting from an **insured person** taking part in base jumping, boxing, cliff diving, flying in an unlicensed aircraft or as a learner, martial arts, free climbing, mountaineering with or without ropes, scuba diving to a depth of more than 10 metres, trekking to a height of over 2,500 metres, bungee jumping, canyoning, hanggliding, paragliding or microlighting, parachuting, potholing, skiing off-piste or any other winter sports activity carried out off-piste, hunting on horseback, powerboat racing or any race, trial or timed motor sport event.
- g) Where **your** blood alcohol limit exceeds 80mg per 100ml of blood, solvent abuse or **you** deliberately taking an overdose of drugs, whether lawfully prescribed or otherwise, **you** taking controlled drugs (As defined by the Misuse of Drugs Act 1971) otherwise than in accordance with a lawful prescription.
- h) If an **insured person** was engaging in any sport as a professional or semi-professional.
- i) For any surgery or **treatment** that is not medically necessary, cosmetic surgery, reversing cosmetic surgery or any corrective **treatment** as a result of previous cosmetic surgery.
- j) For any claim resulting from an **insured person** committing suicide or attempting to commit suicide, or deliberately injuring themselves or putting themselves in danger (unless they were trying to save another person's life).
- k) For any claim arising from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, terrorist activity of any kind.
- l) For any claim resulting from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

## 5. General Conditions

- a) **You** must tell **us** as soon as possible about any change which means that **you** or an **insured person** no longer meets the eligibility criteria on page 3 of this Policy Document.  
It may affect **your** claim if **you** fail to do this.
- b) **You** cannot change this contract or any of the terms of this contract unless **you** contact the **administrator** to request any change(s) to the contract and **we** confirm **our** agreement in writing. The contact details for the **administrator** can be found on page 1.
- c) If any part of this contract becomes invalid, illegal or cannot be enforced, it will not affect the rest of the contract.
- d) A **benefit** under this insurance may be taxed in accordance with current legislation and any amendments to existing legislation. If this happens, **we** will deduct any amounts which, by law, **we** have to take, from any **benefit** payment.
- e) The **benefit** payable under this policy will not carry any interest.
- f) If an **accident** or **illness** is covered by any other insurance policy, **we** will not pay more than **our** proportional share of a claim as you cannot receive more than 100% of **your** gross monthly salary across all policies held.

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## 6. Making a Claim

### Who to contact

To make a claim, please contact the **administrator**. Their contact details can be found on page 1.

#### Things You Must Do

You must comply with the following conditions. If you fail to do so and this affects the ability of the administrator to fully assess your claim or keep our losses to a minimum, we may not pay your claim or any payment could be reduced.

- A doctor or consultant must be consulted as soon as possible in the event of an accident or illness.
- All claims must be reported to the administrator as soon as possible but in any event, within 60 days of an insured person becoming unable to work. If a claim is not reported within 60 days, you will be asked to confirm the reason for the delay.
- You must complete a claim form (in full) and provide at your own expense, any information and assistance which the administrator may require in establishing the amount of any payment under your insurance.
- The claim form must be returned within 60 days of you receiving it.
- The administrator must be allowed access to the your medical reports.
- You must attend a medical examination if this is requested by the administrator. We will pay the cost of this.
- To confirm proof of earnings you must either supply us with 4 months of payslips or If you are self-employed, you must provide at least two years of certified accounts or inland revenue approved tax returns, prepared by a professionally qualified accountant, to verify that you or they have been actively working for an average of 16 hours each week.

### Claim payments

**We** will pay the **benefit** as soon as **we** have received, assessed and approved all of the necessary documentation and information. The **benefit** will be paid to **you** unless **we** agree, in writing, to pay the **benefit** directly to an **insured person**. It will be paid by cheque to **your** home address or by electronic transfer directly into the account used to pay the insurance **premium**.

### Fraudulent claims or misleading information

**We** take a robust approach to fraud prevention in order to keep **premium** rates down so that **you** do not have to pay for other people's dishonesty. If any claim under this insurance is fraudulent, deliberately exaggerated, or is intended to mislead, or if any deliberately misleading or fraudulent means are used by **you** or anyone acting on **your** behalf to obtain benefit under this insurance, **your** right to any benefit under this insurance will end, **your** policy will be cancelled without any **premium** refund and **we** will be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or deliberately misleading claim. **We** may also inform the police.

To prevent fraud, insurers sometimes share information. Details about **your** insurance application and any claim **you** make may be exchanged between insurers.

## 7. Cancellation of the Policy

### Your cancellation rights

**You** can cancel **your** policy within 30 days of the policy **start date** or, if later, 30 days of the date **you** receive this Policy Document. **We** will refund any **premiums you** have paid as long as **you** have not made a claim and do not intend to make a claim.

**You** can cancel **your** policy at any other time but **you** will not be entitled to any refund of the **premium you** have already paid. For annually paid policies, at our discretion, **we** may return part of **your** premiums based on the date **you** cancelled the policy subject to no known or reported claims.

Please contact the **administrator** if **you** wish to cancel **your** policy. Their contact details are on page 1 of this Policy Document.

### The insurers' cancellation rights

**We** reserve the right to cancel this policy immediately if **you** commit fraud. If **we** cancel **your** policy, **we** will do so in writing to the most recent address **we** have for **you**.

**Your** policy will end automatically if **you** do not pay any **premium** when it becomes due. If this happens, **you** will be contacted requesting payment within 14 days. If **we** do not receive payment within this period, **you** will be written to again notifying **you** that **your** policy will be cancelled.

If there is a change to the risk which means that **we** can no longer provide **you** with insurance cover, or if **you** display threatening or abusive behaviour towards **us** or the **administrator**, **we** will give 30 days notice, in writing, to the most recent address that **we** have for **you**, that **your** policy will be cancelled.

## 8. Renewing Your Policy

**Your** insurance is valid for a period of 1 year. At least 1 month before **your** current **period of cover** ends, the **administrator** will contact **you** to ask whether **you** wish to renew **your** policy. They will also tell **you** about any changes to the **premium** and/or the policy terms and conditions. **You** will also be told if **we** cannot renew **your** policy.

If **you** wish to renew **your** policy, **you** will be issued with a new **Schedule of Insurance** and Policy Document.

If any of **your** personal details have changed, please tell the **administrator**. Their contact details are on page 1 of this Policy Document.



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## 9. How to Make a Complaint

**Our** aim is to provide **you** with a high quality service at all times, although **we** do appreciate that there may be instances where **you** feel it is necessary to lodge a complaint.

If **you** do wish to complain, please note the 3 steps below, along with the relevant contact details for each step.

Please take special note that should **you** wish to direct **your** complaint directly to Lloyd's in the first instance, **you** may do so by using the contact information referenced in Step 2 below.

### Step 1:

In the first instance, please direct **your** complaint to the **administrator**:

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

Tel: 020 7398 0100, or 020 3758 9744 if calling from a mobile. All calls are recorded.

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

### Step 2:

Should **you** remain dissatisfied with the outcome of **your** complaint, **your** legal rights are not affected and **you** may refer **your** complaint to Lloyd's. Lloyd's contact information is:

Complaints at Lloyd's  
Fidentia House  
Walter Burke Way  
Chatham Maritime  
Kent  
ME4 4RN

Tel: +44 (0)20 7327 5693

Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)

Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Details of Lloyd's complaints procedure are set out in a leaflet "How We Will Handle Your Complaint", which is available at the website address above. Alternatively, **you** may ask Lloyd's for a hard copy.

### Step 3:

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services.

The contact information is:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Tel: 0800 0234 567 (calls to this number are free on mobile phones and landlines).

Tel: 0300 1239 123 (calls to this number cost no more than calls to 01 and 02 numbers).

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk), Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### 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: <http://ec.europa.eu/consumers/odr/>

This does not affect your right to submit **your** complaint following the process above. Please note that under current rules the European Commission will ultimately redirect **your** complaint to the Financial Ombudsman Service (FOS).

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## 10. Legal, Regulatory & Other Information

### Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **we** are unable to meet **our** obligation to **you** under this contract. Further information can be obtained from the Financial Services Compensation Scheme, 10<sup>th</sup> Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU. Tel: 0800 678 1100 (Freephone) or 020 7741 4100. Website: [www.fscs.org.uk](http://www.fscs.org.uk)

### Data Protection

Any information that **you** provide to **us** regarding **you** or an **insured person** will be processed by **us** in compliance with the provisions of the Data Protection Act 1998 for the purpose of providing insurance and handling claims. This may necessitate providing the information to third parties.

All phone calls relating to applications and claims may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes. Subject to the provisions of the Data Protection Act 1998, all **insured persons** are entitled to receive a copy of the information that **we** hold about them. There may be a fee for this. Such requests should be made to:

The Data Protection Officer  
Canopus Managing Agents Limited  
Gallery 9  
One Lime Street  
London  
EC3M 7HA

Any information **you** give **us** will be used by **us** and **we** may also share this information with other group companies.

For more information on the Data Protection Act **you** or an **insured person** may also write to the Office of the Information Commissioner at:

Wycliffe House  
Water Lane  
Wilmslow  
Cheshire, SK9 5AF

Tel No: 0303 123 1113 or 01625 54 57 45  
Email: [casework@ico.org.uk](mailto:casework@ico.org.uk)

### Rights of Third Parties

A person who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

For **your** information, the Contracts (Rights of Third Parties) Act 1999 allows a person who is not a party to a contract to be able to enforce that contract if the contract expressly allows him to or if the contract confers a benefit upon him. However the Act will not be applied if the parties make it clear in the contract that the third party does not have the right to enforce it. For further guidance please see [www.legislation.gov.uk](http://www.legislation.gov.uk) or contact the Citizens Advice Bureau.

### Law and Jurisdiction

Unless specifically agreed to the contrary, this policy shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England.

### Sanctions

**We** shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

### Several Liability

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

### The Insurers

This insurance is underwritten by Lloyd's Syndicate 4444, which is managed by Canopus Managing Agents Limited. Registered Office: Canopus Managing Agents Limited, Gallery 9, One Lime Street, London, EC3M 7HA. Registered in England no. 01514453.

### Regulatory Details

Canopus Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference: 204847.

The **administrator**, Compass Underwriting Limited, is authorised and regulated by the Financial Conduct Authority. Firm Reference: 304908.

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## 11. Definitions

Whenever the following words or expressions appear in **bold** in this section of **your** Policy Document, they have the meaning given below.

### Accident

A sudden, external, unforeseen and unexpected event which occurs at an identifiable time and place, anywhere in the world, during the period of cover.

### Actively Working

In permanent paid employment or self-employment for an average of 16 hours or more per week.

### Administrator

Compass Underwriting Limited, 50 Mark Lane, London, EC3R 7QR.  
Tel: 0207 398 0100. Fax: 020 7398 0109. Email: info@compassuw.co.uk

### Benefit

The amount **we** will pay once a claim has been accepted.

### Consultant

A medical specialist who is a member of a college and recognised by that **college** as a **consultant**.

### Doctor

A qualified medical practitioner who is registered with the General Medical Council in the United Kingdom. This cannot be **you**, anyone related to **you** or anyone living with **you**.

### Illness

A sickness or disease which first occurs during the **period of cover** and results in a claim covered by this insurance within the **period of cover**.

### Insured Person(s)

Any person named on the **Schedule of Insurance**.

### Partner

**Your** spouse, civil partner or person with whom **you** are permanently living with as if **you** were married.

### Period of Cover

The 12 month period from the policy **start date**.

### Pre-existing Condition

Any condition, injury, illness, disease or related condition and/or associated symptoms, whether diagnosed or not, which **you** suffered in the 36 months immediately before the **start date** of this insurance which an **insured person** knew about or should reasonably have know about or had seen a **doctor** or **consultant** about.

### Premium

The amount **you** must pay in return for cover as set out in **your Schedule of Insurance**.

### Schedule of Insurance

The document which shows the details of the cover **you** have purchased.

### Start Date

The date that the insurance cover commences, as shown on **your Schedule of Insurance**.

### Treatment

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

### We, Us, Our

Lloyd's Syndicate 4444, which is managed by Canopus Managing Agents Limited.

### You, Your

The individual specified on the **Schedule of Insurance** who has applied for this insurance and paid the appropriate **premium**.