

POLICY DOCUMENT

HOSPITAL SELF-PAY CASH PLAN



Insurance made easy.

POLICY SUMMARY / KEY FACTS

WHAT IS THE HOSPITAL SELF-PAY CASH PLAN?

It provides you with cash benefits when you need non-urgent self-pay treatment at a private hospital. Once your eligible self-pay treatment has been completed, simply send us the invoice/receipt and we'll provide cash-back for the cost you have incurred, up to the policy limit.

WHO IS ELIGIBLE?

You can take out the Hospital Self-Pay Cash Plan if you are between the ages of 18 and 69 inclusive and resident in the UK, Isle of Man or Channel Islands. If you decide to include children cover, your children who are between the ages of 0 and 18 can be included on the plan, providing they live at the same address.

WHO PROVIDES THE COVER?

The Hospital Self-Pay Cash Plan is provided by Axeria Insurance Limited and governed by English Law. Axeria Insurance Limited is authorised under the Insurance Business Act (Cap.403 of the Laws of Malta) to carry on General Business of Insurance and is regulated by the Malta Financial Services Authority.

The registered address of Axeria Insurance Limited is at Axeria Business Centre, 380, Level 2, Canon Road, Santa Venera, SVR 9033, Malta.

WHAT HOSPITALS OR SPECIALIST CAN I USE?

You are free to use any hospital or specialist in the UK for your care. Just contact your preferred provider to arrange treatment at a time that suits you. Be sure to follow our claims process to ensure you will be reimbursed for all eligible costs incurred.

WHEN DOES THE POLICY END?

Your policy will cease if:

- You cancel the policy at any time by letting us know in writing, email or by telephone
- You are no longer a resident of the UK, Isle of Man or Channel Islands
- You do not maintain payment of your premiums
- You reach the first renewal date after your 74th birthday
- You are no longer eligible for cover
- You die

WHAT CASH BENEFITS ARE AVAILABLE?

	LEVEL 1	LEVEL 2	LEVEL 3
BENEFIT AMOUNTS ARE PER PERSON, PER BENEFIT YEAR			
DIAGNOSTIC COVER This includes appointments with a private GP. Consultations* and tests** (including PET, MRI and CT scans). <small>*Following a referral from a GP, dentist or optician. **Following a referral from a consultant.</small>	£750 CASHBACK <small>Private GP appointments limited to one per year</small>	£1,125 CASHBACK <small>Private GP appointments limited to two per year</small>	£1,500 CASHBACK <small>Private GP appointments limited to three per year</small>
SELF-PAY PACKAGE COVER This includes in and day-patient self-pay packages arranged by the hospital to treat your condition. <small>Following a referral from a GP, dentist or optician and then followed by a referral from a consultant.</small>	£5,000 CASHBACK	£7,500 CASHBACK	£10,000 CASHBACK
THERAPIES Physiotherapy, osteopathy, chiropractic, acupuncture and homeopathy. <small>Following a referral from a GP or consultant.</small>	£200 CASHBACK	£300 CASHBACK	£400 CASHBACK

All treatment must be supported by a referral from an eligible medical professional (except private GP appointments).

SIGNIFICANT EXCLUSIONS AND LIMITATIONS

- Accident and Emergency treatment
- Chronic conditions
- Cosmetic procedures
- Experimental treatment and drugs
- HIV/AIDS or any related medical condition
- Pre-existing medical conditions
- Pregnancy, childbirth and fertility
- Preventative treatment or if not medically necessary
- Selected sports and hazardous pursuits
- Self-inflicted injury or illness

Please read the Policy Document for full details and exclusions.

IS CANCER TREATMENT COVERED?

The Diagnostic Cover benefit will provide cash back benefits for consultations and diagnosis tests. However cancer treatment such as surgery, drugs, radiotherapy and chemotherapy are unlikely to be available from private hospitals as a self-pay package. Therefore this type of treatment is unlikely to be covered on your Hospital Self-Pay Cash Plan.

REVIEWING YOUR COVER

From time to time your personal circumstances may change. You should review your cover regularly to ensure that the policy and benefits are still suitable for you.

CAN I CANCEL THIS COVER?

You have the statutory right to cancel the policy within 30 days of the policy start date. Cancellations can be sent in writing to: APRIL UK, April House, Almondsbury Business Centre, Bradley Stoke, Bristol BS32 4QH. Or by email: enquiries@april-uk.com. Or by telephone: 01454 619500* (Monday to Friday, 8am – 5pm, excluding public holidays).

HOW DO I MAKE A CLAIM?

Call us before you attend treatment or incur costs, so we can check it is covered by your plan. To make a claim, just call the APRIL UK Claims Team on 01454 619500* (Monday to Friday, 8am – 5pm, excluding

public holidays). For further information, please refer to 'Making a claim' in the Policy Document for full details.

WHAT SHOULD I DO IF I HAVE A COMPLAINT?

We aim to provide the highest standards of service at all times. Should you have a complaint about the sale, administration or claims handling of your policy, please contact APRIL UK. If your complaint is not resolved to your satisfaction, you may contact the UK Financial Ombudsman Service.

If you have a complaint about the policy wording, please contact Axeria Insurance Limited. If your complaint is not resolved to your satisfaction, you may contact the Office of the Arbiter for Financial Services (Malta).

For further information regarding the complaints procedure, please refer to 'How to make a complaint' in the Policy Document for full details.

WHAT HAPPENS IF THE INSURER IS UNABLE TO MEET ITS LIABILITIES?

In the unlikely event that Axeria Insurance Limited is unable to meet its obligations under this policy, you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further details are available from the FSCS at www.fscs.org.uk or telephone 0800 678 1100.

DISCLOSURES OF INTERESTS

In terms of the provisions of Directive 2002/92/EC of the European Parliament and of the Council of 9 December 2002 on insurance mediation, we wish to inform you that APRIL S.A., a Company organised in terms of French Law with registration number 377994553RCS of Immeuble Aprilium, 114 Bd Vivier Merle, 69439 Lyon, France holds more than 10% of the voting rights of both APRIL UK and Axeria Insurance Limited. APRIL UK and Axeria Insurance Limited are affiliates by virtue of the common shareholding of APRIL S.A. as outlined above.

* Calls are recorded for training and monitoring purposes, and a record kept for regulatory purposes.

POLICY DOCUMENT

This Policy Document contains the details of **your policy** and the contractual terms of **your** cover. It must be read as a whole and in conjunction with **your** Certificate of Registration. The Certificate of Registration will provide **you** with details of who is covered under this **policy** and the level of cover chosen.

The words listed in section 3 have special meanings when they appear in this **policy** in bold text. It is important that **you** refer to these special meanings when **you** read the **policy** as they will help **you** understand the cover. **We** have tried to make these meanings as understandable as possible. If there is anything that **you** do not understand from these meanings or if there is anything else in this **policy** on which **you** would like to have more information, then please contact APRIL UK on 01454 619500*.

The **policy** is underwritten by Axeria Insurance Limited, Axeria Business Centre, 380, Level 2, Canon Road, Santa Venera, SVR 9033, Malta and administered by APRIL UK, April House, Almondsbury Business Centre, Bradley Stoke, Bristol, BS32 4QH. Axeria Insurance Limited is authorised under the Insurance Business Act (Cap.403 of the Laws of Malta) to carry on General Business of Insurance and is regulated by the Malta Financial Services Authority.

* Calls are recorded for training and monitoring purposes, and a record kept for regulatory purposes.

DEMANDS AND NEEDS STATEMENT

This Hospital Self-Pay Cash Plan is to reimburse the cost of self-pay **treatment** at private **hospitals** that is **medically necessary** for conditions that start after the **policy** begins, subject to the **policy** terms and conditions.

1 ARE YOU ELIGIBLE FOR COVER?

It is important that **you** are eligible for the cover **you** have under the **policy** and that **you** remain so for the duration of the **policy**. To be eligible for cover under this **policy**, **you** must on the **start date** be:

- Resident in the **United Kingdom**, Isle of Man or Channel Islands
- Between the ages of 18 and 69 inclusive

2 WHAT IF YOU CHANGE YOUR MIND?

You have the right to cancel **your policy** for a period of 30 days from the **start date** or the date **you** receive **your policy** documents if this is later. If **you** cancel in this period **you** will receive a full refund of any premium **you** have paid and **your policy** will be deemed to have been cancelled from the **start date** and **you** will not be entitled to make any claim under it.

After the initial 30 day period if **you** wish to cancel **your policy**, **you** may either write or call as explained below. If **you** simply stop paying any further premium when premiums are due **your policy** will end. Any premiums paid after the initial 30 day period are non-refundable. If **you** wish to cancel **your policy**, **you** may either write to APRIL UK, April House, Almondsbury Business Centre, Bradley Stoke, Bristol, BS32 4QH or call the customer service helpline on 01454 619500* (Monday to Friday, 8am – 5pm, excluding public holidays).

3 WORDS WITH SPECIAL MEANINGS

The words listed below have the following special meanings when they appear in this **policy** in bold text:

'Acute condition' means a disease, illness or injury that is likely to respond quickly to **treatment** which aims to return **you** to the state of health **you** were in immediately before suffering the disease, illness or injury, or which leads to **your** full recovery.

'Benefit year' means the period commencing from the **start date** or annual renewal date of the **policy** and ending at midnight on the day preceding the anniversary of the **start date** or annual renewal date.

'Child/children' means **your** natural **child**, legally adopted or step **child** up to the age of 18. It does not include a foster **child**. There is no limit to the number of **children you** can cover under this **policy**.

'Chronic conditions' means a disease, illness or injury that has one or more of the following characteristics:

- It needs ongoing or long term monitoring through consultations, examinations, check-ups and/or tests
- It needs ongoing or long term control or relief of symptoms
- It continues indefinitely
- It comes back or is likely to come back
- **You** need to be rehabilitated or specially trained to cope with it
- It has no known cure

'Day-patient' means a patient admitted to a **hospital** or **day-patient** unit because they need a period of medically supervised recovery but does not occupy a bed overnight.

'Dentist' means a medical practitioner, other than **you** or a member of **your** family, who is registered with the General Dental Council and entitled to practice as such in the **United Kingdom**, Channel Islands or Isle of Man.

'Diagnostic tests' means investigations, such as x-rays, MRI, CT, PET scans, blood tests, to find or to help find the cause of **your** symptoms.

'End date' means the date when the **policy** ends. **You** can find details in clause 7 of this **policy**.

'GP' means a medical practitioner holding a Certificate of General Practice Training and who is registered by the General Medical Council. It does not include **you**, someone living in **your** household, a member of **your** immediate family or **your partner**.

'Hospital' means an independent **hospital** registered with the Healthcare Commission.

'In-patient' means a patient who is admitted to **hospital** and who occupies a bed overnight or longer, for medical reasons.

'Insurer' means Axeria Insurance Limited (company registration number C 55905), with registered office at Axeria Business Centre, 380, Level 2, Canon Road, Santa Venera, SVR 9033, Malta. Axeria Insurance Limited is an insurance company authorised under the Maltese Insurance Business Act (Cap. 403 of the Laws of Malta) to carry on general business and is regulated by the Malta Financial Services Authority.

'Medically necessary' means healthcare services necessary to evaluate, diagnose or treat an illness, injury, disease or its symptoms, which are:

- in accordance with generally accepted standards of medical practice
- clinically appropriate, in terms of type, frequency, extent, site and duration and thought to be effective for the patient's illness, injury or disease
- not primarily for the patient's or **specialist's** convenience, and
- no more costly than an alternative service(s) at least as likely to produce the same therapeutic or diagnostic results.

'Optician' means a medical practitioner, other than **you** or a member of **your** family, who is registered with the British College of Opticians.

'Partner' means **your** legally married spouse, or **your** registered civil **partner** under the Civil Partnership Act 2004, or a person who is living permanently with **you** as **your partner** in the same household and who must have lived with **you** for at least six months immediately before the **start date**.

'Physiotherapist' means a practitioner of physiotherapy who is registered with the Health and Care Professions Council.

'Policy' means the contract of insurance issued for the Hospital Self-Pay Cash Plan providing cover as detailed in this Policy Document.

'Policyholder' means the first named person detailed on the Certificate of Registration.

'Pre-existing medical condition' means any disease, illness or injury for which:

- **you** have received medication, advice or **treatment** during the last 2 years before the **start date of your policy**, or
- **you** have experienced symptoms; whether the condition has been diagnosed or not, during the 2 years before the start of **your** cover.

'Preventative treatment' means medical or screening services used to identify whether **you** are likely to suffer from a disease, illness or injury in the future but where no clinical symptoms are currently present. Surgical **treatment** to remove undiseased tissue to prevent potential future disease, illness or injury.

'Self-pay package' means a package of **in-patient** or **day-patient** medical care predetermined by a **hospital** for the **treatment** of an **acute medical condition**, offered to **you** at a fixed price.

'Specialist' means a medical practitioner registered under the Medical Acts and given accreditation as a **specialist** in the **treatment** for which the patient has been referred by reason of holding or having held a consultant appointment in that speciality in an NHS

hospital or by reason of holding in that speciality a Certificate of Higher **Specialist** Training or equivalent issued by the Higher **Specialist** Training Committee of the appropriate Royal College or Faculty.

'Start date' is the date stated in the Certificate of Registration.

'Treatment' Surgical or medical services (including **diagnostic tests**) that are needed to diagnose, relieve or cure a disease, illness or injury.

'UK resident' means living permanently in the **United Kingdom** for at least 40 weeks in every 52 week period after the **start date**.

'United Kingdom (UK)' means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

'We, us, our' means Axeria Insurance Limited.

'You and Your' means the person(s) named in the Certificate of Registration as the insured.

4 WHAT YOU HAVE TO PAY

Your premium is shown in **your** Certificate of Registration and is payable on the same day each month and in advance.

The premium includes insurance premium tax at the current rate. If there is a future change in the rate of insurance premium tax, or **we** decide to change **your** premium, or **you** move to another age band, **we** will automatically adjust the premium and give **you** 30 days notice in writing.

This **policy** is issued for an initial period of one year from the **start date** and will be renewed automatically for a further year providing premiums are maintained.

If **you** are receiving benefits under this insurance **your** premiums must continue in order to maintain cover under this insurance. In the event that any premium is not paid on the date due, this **policy** shall terminate automatically.

5 THE BENEFITS YOU GET

5.1 WHO WILL BENEFITS BE PAID TO?

All benefits will be paid to **you**.

5.2 BENEFIT REQUIREMENTS

You may claim for the specified benefits, but the right to any benefit will only exist if:

- The **treatment** is **medically necessary** and for **acute conditions** that start after the **policy start date**.
- **You** have obtained a referral for **your treatment** from a **GP/dentist/optician/specialist**.
- The **treatment** qualifies under **our** underwriting criteria.
- Claims are diagnosed during the **policy** period.

5.3 BENEFIT DEFINITIONS

Diagnostic cover

This covers the costs of appointments with a private **GP**, consultations with a **specialist** and **diagnostic tests** in a private **hospital**.

All claims must be accompanied by a referral from **your GP/dentist/optician**, except private **GP** claims. **We** will provide cover for the costs incurred to receive this care, up to **your** chosen benefit limit as shown on **your** Certificate of Registration.

When **you** make a claim for private **GP** costs, **we** will require:

- an original receipt showing the cost of the appointment.

Please note that **your** plan will only cover the cost of the appointment and referral letter. Any additional **GP** services such as completion of forms, vaccinations and minor surgery will not be covered. Where **you** have subscribed to a private **GP** service and committed to paying regularly for this service, **your** plan will not cover these costs. It is designed to cover costs incurred on a pay-as-you-go basis.

When **you** make a claim for consultations and **diagnostic tests**, **we** will require:

- the referral letter from **your GP/dentist/optician**
- part of the claim form completed by **your specialist**
- an original receipt showing the cost of **treatment**.

Self-pay package cover

This covers the cost of **in-patient** or **day-patient self-pay packages** offered to **you** by a **hospital**. **We** will provide cover for the costs incurred to receive this care, up to **your** chosen benefit limit as shown on **your** Certificate of Registration.

A **self-pay package** consists of medical care pre-determined by a **hospital** prior to **treatment** taking place. Typically it will include:

- pre-operative assessment
- **hospital** accommodation and meals
- nursing care
- **hospital** theatre fees, drugs and dressing whilst in **hospital**

- surgeon and anaesthetist fees whilst in **hospital**
- any necessary prosthesis where the procedure **you** undergo requires a prosthesis
- x-rays, scans, physiotherapy, pathology, histology needed whilst in **hospital**
- take home drugs for up to 14 days following discharge as prescribed by treating consultant
- post-operative care where clinically required by the treating consultant including, removal of stitches, dressings or plaster. Tests and scans. One follow-up consultation.

A typical **self-pay package** does not include:

- **diagnostic tests** or services prior to the pre-operative assessment or admission (whichever is first)
- the consultant's or any other healthcare professional's fee for the initial outpatient consultation
- any care or **treatment** outside of the **hospital** where the **treatment** package is agreed
- any long term care **treatment**
- any drugs or medication outside of the take home drugs (described above)
- for convalescence, **treatment**, accommodation or meals provided after the consultant has advised **you** are fit for discharge
- personal costs such as telephone charges, visitor meals and other sundries
- ambulance fees
- any replacement prosthesis or other items required due to normal wear and tear
- any costs or fees not specified as included in the agreed admission/**treatment** letter with the **hospital**.

Any charges or medical **treatment** not included in the agreed **self-pay package** will not be covered under the **self-pay package** cover.

When **you** make a claim, **we** will require:

- a referral letter from **your GP, dentist or optician**.
- part of the claim form completed by **your specialist**
- an admission/**treatment** letter outlining **your** agreed self-pay **treatment** package
- a receipt or invoice showing the cost of **treatment**.

Therapies cover

This covers the cost of physiotherapy, osteopathy, chiropractic, acupuncture and homeopathy by a qualified and registered practitioner with an approved professional organisation and recognised by **us**. **We** will provide cover for the costs incurred to receive this care, up to **your** chosen benefit limit as shown on **your** Certificate of Registration.

When **you** make a claim, **we** will require:

- the referral letter from **your GP/specialist**
- an original receipt showing the cost of **treatment**.

5.4 CAN I HAVE MORE THAN ONE HOSPITAL SELF-PAY CASH PLAN?

Adults and **children** will only be eligible for insurance cover under one of **our** Hospital Self-Pay Cash plans at any one time.

5.5 PARTNER AND CHILDREN COVER

You can choose to include **your partner** or **children** on **your** plan by paying the relevant premium.

5.6 ARE BENEFITS TAXABLE?

Currently all benefits under this **policy** are non-taxable although this may change in line with any amendments to legislation.

6 WHAT IS NOT COVERED?

We will not pay benefit for **treatment** or **diagnostic tests** arising, or related to the following:

- Accident and Emergency **treatment**
- Alcoholism, alcohol, drug, substance abuse and other addictive conditions
- Appliances, devices, aids or prosthesis (unless included as part of **your** agreed **self-pay package**)
- Cancellation charges as a result of non-attendance for a scheduled appointment
- **Chronic condition**, or condition which in **our** opinion has become chronic since the start of the **policy**
- Cosmetic procedures, or elective surgery for non-medical reasons, whether or not for psychological purposes
- Costs where **we** have been unable to assess part or all of **your** claim due to unavailable medical information **we** have requested
- Routine dental, sight and hearing check-ups or tests
- Renal dialysis
- Take home drugs and dressings (unless included as part of **your** agreed **self-pay package**)
- Experimental **treatment** and drugs
- HIV/AIDS or any related medical condition
- **In-patient** or **day-patient treatment** not part of an agreed **self-pay package**
- **Pre-existing medical conditions** unless **you** have been symptom free and not received **treatment** or advice for that condition, for at least two years from the **start date** of the plan
- Pregnancy, childbirth and fertility
- **Preventative treatment** or if not **medically**

necessary for an acute condition

- Injuries from participation in the following sports and hazardous pursuits - abseiling, bungee-jumping, combat sports, flying light aircraft, hang-gliding, horse racing or hunting or jumping or polo, ice hockey, martial arts, motor sports (both on land and on water), mountaineering and outdoor rock climbing, any form of aerial flight (except as a passenger or crew member travelling on a fully licensed standard type aircraft owned and operated by a recognised airline over an established route), parachuting and parascending, pot-holing, rugby, scuba or sub aqua diving, all skiing (dry, snow, water, jet), surf boarding, white water rafting and any sport for which **you** receive remuneration or any form of professional or semi-professional sport
- Psychiatric conditions or mental illness, including depression, nervous disorder, stress, or geriatric illness
- Routine medical examinations, screening and tests
- Self-inflicted injury, illness or disability, or medical conditions arising from participation in, or an attempt to commit a criminal offence
- Sexually transmitted diseases
- Sleep apnoea, snoring, or any other sleep related breathing disorder
- Transplantation operations including bone marrow and autologous stem cell transfer, donor costs or any related **treatment**
- **Treatment** not based on a referral route
- **Treatment** outside of the **United Kingdom**
- **Treatment** received in Health Resorts, Nature Cure Clinics, or similar establishments
- War, terrorism and dangerous substance contamination.

7 WHEN YOUR PROTECTION ENDS

This **policy** ends automatically as soon as one of the following happens:

- **You** cancel the **policy** at any time by letting **us** know in writing, email or by telephone
- **You** are no longer a resident of the **UK**, Isle of Man or Channel Islands
- **You** do not maintain payment of **your** premiums
- **You** reach the first renewal date after **your** 74th birthday
- **You** are no longer eligible for cover
- **You** die.

8 CAN YOU CHANGE MY POLICY TERMS?

We may cancel **your policy**, or amend the terms of **your** cover and notify **you** in writing, if at any time **you** have:

- misled **us** by mis-statement or concealment of any material information
- knowingly claimed payment of any sum under this **policy** for any purpose other than as are provided for under this **policy**
- agreed to any wrongful attempt by a third party to obtain a financial advantage to **our** detriment
- otherwise failed to observe the terms and conditions of this **policy** or failed to act with utmost good faith.

We may change the terms and conditions of **your policy**, including the amount of **your** premium, by giving **you** not less than 30 days written notice in advance. If **we** give **you** such notice **we** will explain the reason; for example:

- to respond to changes in the law or decisions of The Financial Ombudsman Service
- to meet regulatory requirements
- to reflect new industry guidance and codes of practice that raise levels of consumer protection
- to respond to changes in interest rates, market rates or tax rates
- to reflect other legitimate cost increases or reductions associated with continuing to provide **you** with the services and benefits under **your policy**
- to respond to **your** change of age.

9 CHANGES IN CIRCUMSTANCE

If **your** circumstances change, for example **you** move house, leave the **UK**, would like to amend who is covered under the **policy**, or advise **us** that any person covered under **your policy** no longer resides with **you** please contact APRIL UK on 01454 619500* (Monday to Friday, 8am – 5pm, excluding public holidays) and **we** will amend **your policy**.

10 MAKING A CLAIM

If **you** have an accident or develop any illness, which may lead to a claim, **you** must place yourself in the care of a doctor, whose advice **you** must follow.

If **you** wish to confirm **your** cover and make a claim, call APRIL UK on 01454 619500* (Monday to Friday, 8am – 5pm, excluding public holidays). Emailing enquiries@april-uk.com. Going onto **our** website: www.april-uk.com (click on Hospital Self-Pay Cash Plan)

You must provide **us** with the information stated in the claim form and any further information **we** ask for, such as medical certificates or reports. These documents are to be provided at **your** expense. **You** may also be required to have a medical examination when and as often as it may be necessary during the claim and/or payment of a claim.

The decision of any independent Medical Advisor appointed by **us** shall be conclusive and binding on both parties. Claim forms should be returned back to APRIL UK.

It is important that **you** call **us** to ensure the **treatment you** need is covered by **your** plan.

10.1 OTHER INSURANCE PLANS

If **you** have any other insurance covering the benefits which have been provided by this plan, **you** must notify **us** of that fact at the time of making a claim and **we** reserve the right to decline payment of a claim in such circumstances.

11 HOW TO MAKE A COMPLAINT

We aim to provide the highest standards of service at all times. However, **we** recognise that things can go wrong occasionally and if this occurs, **we** are committed to do **our** best to resolve the matter promptly.

For complaints relating to the sale, administration or claims handling of your policy:

Please contact APRIL UK, April House, Almondsbury Business Centre, Bradley Stoke, Bristol BS32 4QH, telephone 01454 619500* (Monday to Friday, 8am – 5pm, excluding public holidays) and **you** will be provided with details of **our** complaints procedure.

If **your** complaint is not resolved to **your** satisfaction, **you** may within 6 months of a final decision being issued contact: The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR. Tel: 0800 023 4567 / 0300 123 9 123. Email: complaint.info@financial-ombudsman.org.uk. Website: www.financial-ombudsman.org.uk

For complaints relating to the policy wording:

Please contact Axeria Insurance Limited, Axeria Business Centre, 380, Level 2, Canon Road, Santa Venera, SVR 9033, Malta. Telephone: +356 21377107.

After this action, if **you** are still not satisfied with the way **your** complaint has been dealt with, **you** can ask the Office of the Arbiter for Financial Services (Malta) to review **your** case. Their contact details are the Office of the Arbiter for Financial Services, First Floor, St Calcedonius Square, Floriana FRN1530, Malta. Telephone +356 2124 9245. Email: complaint.info@financialarbiter.org.mt Website: www.financialarbiter.org.mt

Both The Financial Ombudsman Service and the Office of the Arbiter for Financial Services (Malta) have been set up by law to help settle individual disputes between consumers and financial firms. They can decide if **we** have acted wrongly and if **you** have lost out as a result.

If this is the case they will tell **us** how to put things right and whether this involves compensation. Their service is independent, free of charge to **you** and **we** will always abide by their decisions. The making of a complaint does not affect **your** right to take legal proceedings.

Leaflets explaining the functions of The Financial Ombudsman Service and the Office of the Arbiter for Financial Services (Malta) are also available on request.

12 LEGAL

TRANSFER

You cannot transfer or sell the rights or benefits under this **policy**, and it has no surrender value.

FALSE AND MISLEADING INFORMATION

You should make sure the information supplied in connection with insurance under this **policy** is correct to **your** knowledge and belief. If **you** give false or inaccurate information and **we** suspect fraud, **we** will record this and the information will be available to other organisations that have access to the database(s). **We** can supply details of the databases **we** access or contribute to, on request.

Any fraudulent, false or misleading statements made by **you** either when applying for **your policy** or in relation to any other matter affecting **your policy** or when **you** are making a claim may result in **your policy** becoming invalid and **you** losing all **your** entitlement to benefits under this **policy**. Where benefits have been paid under a claim, **we** may seek to recover these.

GOVERNING LAW

English law applies to this **policy** unless **you** have asked for another law and **we** agreed to this in writing before the **start date**. Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

SANCTIONS ENDORSEMENT

The **insurer** shall not be deemed to provide cover and shall not 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 the **insurer** 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.

* Calls are recorded for training and monitoring purposes, and a record kept for regulatory purposes.

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The **Insurer** and **you** do not intend any term of this **policy** to be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

DISABILITY DISCRIMINATION ACT

In accordance with the Disability Discrimination Act 1995 **we** are able to provide, upon request, a TextPhone facility, audio tapes, large print documentation and Braille documentation. Please contact **us** if **you** require any of these services to be provided so that **we** can communicate in an appropriate manner.

13 SAFEGUARDING YOUR PREMIUM AND CLAIM PAYMENTS

All premium payments from **you** and due to the **insurer** for this **policy** will be held by APRIL UK on behalf of the **insurer**. APRIL UK will hold any premium refund or claim benefit that is due to **you** from the **insurer**.

Any premium collected by APRIL UK will be immediately deposited in a bank account held in the name of the **insurer**. This means that once a premium is paid to APRIL UK it is deemed to have been received by the **insurer** and that all claims benefits and premium refunds from the **insurer** are not deemed to have been paid until **you** have actually received them.

14 DATA PRIVACY

When processing **your** personal information for the purpose of administering this **policy**, Axeria Insurance Limited and APRIL UK act as Joint Data Controllers and in the event of a complaint the Lead Supervisory Authority will be the Information Commissioner's Office (ICO).

Please visit the Privacy Policy page on **our** website, www.april-uk.com, for further information about how and when **we** process **your** personal information.

HOW WE USE YOUR INFORMATION

The personal information, provided by **you** (or anyone acting on **your** behalf), is collected by or on **our** behalf and may be used by **us**, **our** employees, agents and service providers acting under **our** instruction for the purposes of insurance administration, underwriting, claims handling, research or for statistical purposes.

We may process **your** information for a number of different purposes. For each purpose **we** must have a

legal ground for such processing. When the information that **we** process is classed as 'special category data', **we** must have a specific additional legal ground for such processing.

Generally, **we** will rely on the following legal grounds:

- It is necessary for **us** to process **your** personal information to provide this **policy** and services related to it. **We** will rely on this for activities such as assessing **your** application, managing **your policy**, handling claims and providing other services to **you**
- **We** have an appropriate business need to process **your** personal information and such business need does not cause harm to **you**. **We** will rely on this for activities such as maintaining **our** business records and developing, improving **our** products and services, and providing information about **our** products and services to **you**
- **We** have a legal or regulatory obligation to use such personal information
- **We** need to use such personal information to establish, exercise or defend **our** legal rights
- **You** have provided **your** consent to **our** use of **your** personal information, including special category data

HOW WE SHARE YOUR INFORMATION

In order to sell, manage and provide **our** products and services, prevent fraud and comply with legal and regulatory requirements, **we** may need to share **your** information with the following types of third parties:

- Reinsurers, Regulators and Authorised/ Statutory Bodies
- Credit reference agencies
- Fraud prevention agencies
- Crime prevention agencies, including the police
- Suppliers carrying out a service on **our** behalf
- Other insurers, business partners and agents
- Other companies within the APRIL Group

MARKETING

We will not use **your** information or pass it on to any other person for the purposes of marketing further products or services to **you** unless **you** have consented to this.

FRAUD PREVENTION AND DETECTION

In order to prevent or detect fraud and money laundering **we** may check **your** details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies

may use this information in their own decision making processes.

We may also conduct credit reference checks in certain circumstances. **You** can find further details in **our** full Privacy Policy explaining how the information held by fraud prevention agencies may be used or in which circumstances **we** conduct credit reference checks and how these checks might affect **your** credit rating.

AUTOMATED DECISIONS

We may use automated tools with decision making to assess **your** application for insurance and for claims handling processes. If **you** object to an automated decision, **we** may not be able to offer **you** an insurance quotation.

HOW TO CONTACT US

Please contact **us** if **you** have any questions about **our** Privacy Policy or the information **we** hold about **you**:
The Data Protection Officer, APRIL UK (Insurance Services) Ltd, April House, Almondsbury Business Centre, Bradley Stoke, Bristol, BS32 4QH.

april | UK

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APRIL UK is a trading name of APRIL UK (Insurance Services) Ltd (registered in England No 3179382), who is authorised and regulated by the Financial Conduct Authority, registered number 308655.

This product is insured by Axeria Insurance Limited (company registration number C55905), with registered office at Axeria Business Centre, 380, Level 2, Canon Road, Santa Venera, SVR 9033, Malta. Axeria Insurance Limited is an insurance company authorised under the Maltese Insurance Business Act (Cap. 403 of the Laws of Malta) to carry on general business and is regulated by the Malta Financial Services Authority.

DISCLOSURE OF INTERESTS: In terms of the provisions of Directive 2002/92/EC of the European Parliament and of the Council of 9 December 2002 on insurance mediation, please note that APRIL S.A., a Company organised in terms of French Law with registration number 377994553RCS of Immeuble Aprilium, 114 Bd Vivier Merle, 69439 Lyon, France holds more than 10% of the voting rights of both Axeria Insurance Limited and APRIL UK. Axeria Insurance Limited and APRIL UK are affiliates by virtue of the common shareholding of APRIL S.A. as outlined above. **HSPPD 0518**



Insurance made easy.