



Term Life & Critical Illness Cover  
Individual Policy Document

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

# Term Life & Critical Illness Cover

## Individual Policy Document

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# Term Life & Critical Illness Cover

## Individual Policy Document

### Welcome to your ESMI 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;
- comply with **your** duties under the insurance.

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

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

ESMI's Term Life and Critical Illness Cover provides guaranteed cash sum if during the term of cover (but subject to the Exclusion clauses at pages 5 & 7):

- **you** die (Section A) or
- **you** are diagnosed with 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 a 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 **your** estate in the event of **your** death during the lifetime of the **policy**.

Please see table of **Benefits** below:

### Table of Benefits

#### Level 1

Age	Life Cover Benefit	Critical Illness Benefit
18-50	£100,000	£50,000
51-55	£100,000	£50,000
56-61	£50,000	£25,000
62-68	£50,000	£0

#### Level 2

Age	Life Cover Benefit	Critical Illness Benefit
18-50	£75,000	£37,500
51-55	£75,000	£37,500
56-61	£37,500	£18,750
62-68	£37,500	£0

#### Level 3

Age	Life Cover Benefit	Critical Illness Benefit
18-50	£50,000	£25,000
51-55	£50,000	£25,000
56-61	£25,000	£12,500
62-68	£25,000	£0

#### Level 4

Age	Life Cover Benefit	Critical Illness Benefit
18-50	£25,000	£12,500
51-55	£25,000	£12,500
56-61	£12,500	£6,250
62-68	£12,500	£0

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

### Regulatory Authorities

The Life and Critical Illness cover is underwritten 100% by Isle of Man Assurance Limited.

Isle of Man Assurance Limited (IOMA) is a private limited company incorporated in the Isle of Man with company number 3792C and is regulated and authorised by the Isle of Man Financial Services Authority. IOMA's registered address is IOMA House, Hope Street, Douglas, Isle of Man IM1 1AP

Essential Supplementary Medical Insurance Ltd (Registered Number 07915134), a private limited company in England and Wales registered with the Financial Conduct Authority under number 586304. ESMI is both the Product Sponsor and Master Agent of ESMI Insurance products.

Essential Supplementary Medical Insurance Ltd is an Appointed Representative of Compass Underwriting Limited who are authorised and regulated by the Financial Conduct Authority under FCA Registration 304908.

# Term Life & Critical Illness Cover

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ESMI Life and Critical Illness cover is arranged by Compass Underwriting Limited. Compass is a private limited company limited incorporated in England under registered number 3332314. Compass Underwriting Limited is authorised and regulated by the Financial Conduct Authority under register number 304908 which can be checked at [www.register.fca.org.uk](http://www.register.fca.org.uk) or by calling them on 0800 111 6768.

Isle of Man law applies to this policy unless **you** have asked for another law and **we** have agreed to this in writing before the **start date**.

### 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**.

The **policy** can be renewed up to the age of 68. The Life Cover Benefit will be reduced to 50% of the benefit following the renewal age of 56 and stops following the renewal of 68. The Critical Illness benefit will be reduced to 50% of the benefit following the renewal age of 56 and stops following the renewal age of 61. Children are only eligible for term life cover under this **policy**.

### 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.

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.

### 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

60 calendar months from when **your policy** began and for each subsequent renewal but subject to our right to cancel highlighted below.

#### 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 is renewed.

#### Medical condition

Any disease, illness or injury, including psychiatric illness.

# Term Life & Critical Illness Cover

## Individual Policy Document

### 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 signs or symptoms, whether diagnosed or not, which in the 3 year period immediately prior to the **start date**: -

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

### Premium(s)

The amount **you** pay in return for the cover **you** have chosen as set out in **your** Schedule of insurance

### Specialist

Means a **doctor** or medical consultant having a **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

For Section A – Life Cover: Isle of Man Assurance Limited

For Section B – Critical Illness Cover: Isle of Man Assurance Limited.

### You, your

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

## 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 ESMI at the following address: -

50 Mark Lane  
London EC3R 7QR

Customer Service: 0330 123 1030

Or email: [info@getesmi.co.uk](mailto:info@getesmi.co.uk)

## Cancelling outside the statutory period

The **Policyholder's** 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. For fully paid policies **we** will work out any refund of **premium**, administration fees are non-refundable, 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(s).

**Our** Right to Cancel:

**We** have the right not to offer renewal for this product or to cancel the **policy** by giving you 90 days written notice. Compass will send this notification by registered post to the last address **you** gave us.

**We** will work out any **premium** refund in line with the above paragraph.

## The laws that apply

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

# Term Life & Critical Illness Cover

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### Privacy and Data Protection Notice

**Your** information will be held by Isle of Man Assurance Limited, which is part of the IOMA Group. This privacy notice is to let **you** know how companies within the Group promise to look after **your** personal information. This includes what **you** tell us about yourself, what **we** learn by having **you** as a customer, and the choices **you** give **us** about what marketing **you** want **us** to send **you**. This notice also tells you about **your** privacy rights and how the law protects **you**.

**We've** approached **our** Privacy Policy with brevity and clarity in mind. **We're** happy to provide any additional information or explanation needed and/or answer any questions you may have.

### How we use your personal data

**We** use the personal data **we** hold about **you** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide **you** with information, products or services that **you** request from **us**. **We** will also use **your** data to safeguard against fraud and money laundering and to meet **our** general legal or regulatory obligations.

### Sensitive personal data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in our notice.

### Disclosure of your personal data

**We** disclose **your** personal data third parties involved in providing products or services to **us**, or to service providers who perform services on **our** behalf. These include **our** group companies, third party administrators, reinsurers, reinsurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external accountants and auditors, regulatory authorities, and as may be required by law.

### International transfers of data

**We** may transfer **your** personal data to destinations outside European Economic Area ("EEA"). Where **we** transfer **your** personal data outside the EEA, **we** will ensure that it is treated securely and in accordance with the Legislation.

### Your rights

**You** have the right to ask **us** not to process **your** data for marketing purposes, to see a copy of the personal information **we** hold about **you**, to have **your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to restrict the processing of **your** data, to ask **us** to provide a copy of **your** data to any controller and to lodge a complaint with the local data protection authority.

### Retention

**Your** data will not be retained for longer than is necessary and will be managed in accordance with our data retention policy. In most cases the retention period will be for a period of six (6) years following the expiry of the insurance contract, or **our** business relationship with **you**, unless **we** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **you** have any questions concerning **our** use of **your** personal data, please contact The Data Protection Officer, IOMA Group – please see website for full address details. <https://www.iomagroup.co.im/privacy.html>

### Paying premiums

**You** can pay the full yearly **premium** for each 12-month period for this 5-year policy at the **start date** of the **policy**.

However, if **you** chose to pay for **your** cover by monthly direct debit, **you** will be charged a financing fee by **our** providers. **Policyholders** will be charged an administration fee, payable to ESMI; to cover related **policy** administration, finance, reporting and issuance costs.

All fees and charges are 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 **us**, **Compass**, and/or the designated finance company which will collect **your** direct debit payments 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 **us**. **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.

If paying **premiums** through monthly direct debit **you** will be charged an amount equal to your annual administration fee when cancelling **your** **policy**.

In the event of **your** death, for **policies** paid by monthly direct debit, the administrator, on behalf of the insurer and/or the designated finance company, will deduct any outstanding **premiums** or finance fees owed on the **policy**, from any **benefit** payment(s).

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### Transferring this policy (assignment)

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

### 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 himself or herself.

If **you** are single when **you** join the scheme, and **you** later get married, or live with a partner, and **you** wish to add them to **your** cover, contact **us** with details of **your** partner's name and his or her date of birth.

When **we** receive these details, **we** will change **our** records so that **you** have family policy and can claim the relevant **benefits** for **your** partner. Children can only receive Term Life Cover and are excluded from cover for the Critical Illness section.

### SECTION A: Term Life Cover

#### 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 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.

#### Exclusions – What is not covered.

**We** will not pay a claim if it is 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.

#### 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 the Section "Cancelling **your** Term Life and Critical Illness cover"; or
- **you** stop paying **your premium**.

### SECTION B: Critical Illness Cover 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 lifetime of this insurance **policy**.

#### 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**;
- **you** or **we** cancel this **policy** as shown in Section "Cancelling **your** Term Life and Critical Illness cover; or
- **you** stop paying **your premium**



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### Critical Illnesses Covered

The following critical illnesses are covered under this **policy**, subject to any terms or limitations, as hereby specified: (please also refer to the exclusions set out on page 7).

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 tumor positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells and invasion of tissue. The term malignant tumor 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:
  - 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 of 7 or above or having progressed to at least TNM classification T2bN0M0.
- 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).

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 surgical procedures or treatments.

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 electrocardiographic 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 dialysis is 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.

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### 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 brain tissue or blood vessels
- Death of tissue of the optic nerve or retina/eye stroke

### Moratorium

**We** do not provide cover for any **pre-existing** condition, or any related condition, for which **you** have suffered signs or symptoms, sought or received medical advice, tests or treatment or taken medication, prescribed or not, in the 3 years before **your effective date**.

However, subject to the plan terms and conditions, a **pre-existing** condition can become eligible for cover providing **you** have not:

- consulted anyone (e.g. a doctor or specialist) for medical treatment, tests or advice (including check-ups);
- taken medicines (including prescription or over-the-counter drugs, medicines, special diets or injections), for that **pre-existing** condition or any related condition for two continuous years after **your effective date**.

If **you** experience symptoms, receive advice, medication, diagnostic tests or treatment for that **medical condition** within the first 2 years of **your start date** then the moratorium period will not be satisfied, and **you** will only be covered after there has been a continuous period of 2 years where **you** have been advice, medication, symptom, test and treatment free for that condition.

### Exclusions – What is not covered

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

#### 1. A **pre-existing medical condition**;

A **pre-existing medical condition** as referred to above in the moratorium section;

#### 2. **Unreasonable failure to follow medical advice**

Unreasonable failure to seek or follow medical advice

#### 3. **AIDS, HIV or ARC**

Acquired Immune Deficiency Syndrome (AIDS or HIV) or AIDS Related complex (ARC), howsoever this syndrome has been acquired or may be named;

#### 4. **Alcohol or drug abuse**

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 otherwise
- taking controlled drugs (as defined by the Misuse of Drugs Act 1971) otherwise than in accordance with a lawful prescription.

#### 5. **Self-inflicted injury**

Intentionally self-inflicted injury;

#### 6. **Acts of negligence**;

Act of negligence whether intentional or otherwise;

#### 7. **Criminal acts**

Taking part in a criminal act;

#### 8. **War and civil commotion**

War, invasion, hostilities (whether war is declared or not), civil war, rebellion, revolution or taking part in a riot or civil commotion

#### 9. **Nuclear energy, radioactive, chemical or biological materials**

Nuclear energy or the release of radioactive, chemical or biological materials in any form.

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

**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.

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### How long does your cover last?

This **policy** lasts for a period of five (5) years from the **start date**. The insurer guarantees that (but please note **our** right to cancel paragraph at page 6) if **you** keep the **policy** for 5 years we guarantee **we** will not change the **premium** in that period, unless **you** make any alterations to the **policy**. After the fifth anniversary any renewal of the **policy** **we** reserve the right to review the **premium**. Additionally, **we** may change the conditions of your cover at any time, though generally this is only done at the end of the **policy** period, and if **we** do, **we** will explain any changes **we** have made.

All cover will end when:

- **you** die;
- **your policy** is due for renewal after **you** reach the age of 68 for life cover or **you** reach the age of 61 for critical illness cover;
- **you** stop permanently residing in the **UK**;
- **you** or **we** cancel this **policy** as shown in the Section "Cancelling **your** Term Life and Critical Illness cover"; or
- **you** stop paying **your premium** or **your** outstanding **premium**, whichever is earlier.

### 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 a change in **your** circumstances, it may affect **your** ability to claim under the **policy**.

Please also keep us updated as to **your** bank account details, address and other contact details.

**You** must make sure that whenever **you** 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.

**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) to the **policyholder**, unless **we** are told to do otherwise. However, **we** will not send any claims information to the **policyholder**, unless it is the **policyholder** making the claim. **You** may not have more than one Life and Critical Illness **policy** with **Compass**.

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.

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) Isle of Man Act 2001.

### 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** that would expose **us** 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.

### Claims

#### Making a Life Claim or Critical Illness Claim

If **you** need to make a claim for either Term Life or Critical Illness, please write to **us** at:

#### Compass Underwriting Limited

50 Mark Lane  
London EC3R 7RQ

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

Or **you** or **your** legal representatives can phone the claims department directly at 0800 032 7775 or via their landline of +44 (0) 20 7398 0100 or go [www.getesmi.co.uk](http://www.getesmi.co.uk) to get a claim form.

1. **You** or **your** legal representative, will need to fill out the claim form and send it back to **us**. 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.

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### 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) **Your** estate cannot **benefit** if an exclusion applies as set out on page 5, including **pre-existing** conditions.
- e) The receipt of **benefit** from **us** to **your** legal representatives will be a full and final discharge by **us**.
- f) The **Policyholder** should continue to pay **premiums** due for themselves and their remaining **family members**, if they wish their insurance cover to continue.

### 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 and signed 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 **us** 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 assured for that person will be reduced by up to 50% Please see table of **benefits** and **your** Schedule of Insurance.

### 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.

# Term Life & Critical Illness Cover

## Individual Policy Document

### 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 Services Manager  
Compass Underwriting Limited  
50 Mark Lane  
London EC3R 7QR

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

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

If **you** prefer 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 **us** at:

Complaints  
Isle of Man Assurance Limited (IOMA)  
IOMA House,  
Hope Street,  
Douglas,  
Isle of Man  
IM1 1AP

#### Step two

##### Compass Underwriting Limited

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Services Ombudsman. This also applies if **you** are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff.

**You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,  
Exchange Tower  
London E14 9SR

Telephone: if calling from a landline **0800 023 4567** or if calling from a mobile **0300 123 9123**.

Fax: 020 7964 1001 Email: [complaint.info@financialombudsman.org.uk](mailto:complaint.info@financialombudsman.org.uk)

# Term Life & Critical Illness Cover

## Individual Policy Document

### Isle of Man Assurance Limited

At any stage, **you** may have the right to contact the Financial Services Ombudsman who can review complaints from 'eligible complainants' which includes private individuals and sole traders and partnerships.

The Financial Services Ombudsman  
Isle of Man Office of Fair Trading,  
Thie Slieau Whallian,  
Foxdale Road,  
St John's,  
Isle of Man  
IM4 3AS

Tel: +44 (0) 1624 686500

Fax: +44 (0) 1624 686504

Email: [ombudsman@iomoft.gov.im](mailto:ombudsman@iomoft.gov.im)

Website [www.gov.im/oft](http://www.gov.im/oft)

The above complaints procedures are in addition to **your** statutory rights as a consumer and following this complaints procedure does not affect **your** right to take legal action.

### Online Dispute Resolution (ODR) Platform

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://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>

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).

### Financial Services Compensation Scheme (FSCS)

Compass Underwriting Limited is a member of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme in the unlikely event **we** are unable to meet our obligations under this contract, depending on the type of insurance and the circumstances of the claim.

Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk) or write to the Financial Services Compensation Scheme, 10<sup>th</sup> floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU and on Telephone: 0800 678 1100 or +44 (0)20 7741 4100 or Facsimile +44 (0)20 7741 4101.

### Policyholder Protection

For life assurance companies, the Isle of Man's Life Assurance (Compensation of Policyholders) Regulations 1991 ensure that, in the event of a life assurance company being unable to meet its liabilities to its **policyholders**, and subject to the Regulations, the scheme manager shall pay to the **policyholder** out of the **Policyholders'** Compensation Fund a sum equal to 90% of the amount of any liability of the insurer under the contract.

The Island's scheme operates globally, providing protection to **policyholders** no matter where they reside.

For more details please see: <https://www.iomfsa.im/regulated-sectors/life-insurance/policyholder-protection/>