



# Medical Excess and Shortfall Insurance

Policy Summary

**Your Medex Protect plan provides cover for:**

**Medical Excess payments**

**and Shortfall cover**

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## SECTION ONE

### An introduction to your Medex Protect Policy

Welcome to **your** Medex Protect Insurance Policy Summary.

The Policy Summary and the attached Policy Schedule is a summary of the Policy terms and conditions. Full details of the terms, conditions, limitations and exclusions of the insurance cover applicable to **you** under the Medical Excess and Shortfall Insurance Policy that **your Employer** has purchased on **your** behalf are given in the Medex Protect Policy wording, a copy of which is available from **the Scheme Administrator**. **You** should read these documents carefully and make sure that they meet **your** needs.

**Your** Policy Summary and the attached Policy Schedule are legal documents, so please keep them in a safe place.

### The Insurer's regulatory status

The **Insurer** is authorised by the Prudential Regulation Authority (PRA) and regulated by the PRA and Financial Conduct Authority (FCA), with the Financial Services Register number of 205304.

Further details can be found at:

[www.bankofengland.co.uk](http://www.bankofengland.co.uk) - For the Prudential Regulation Authority and;

[www.fca.gov.uk](http://www.fca.gov.uk) - for the Financial Conduct Authority.

### Who to talk to

**The Scheme Administrator** will be there to help **you**, answer any questions **you** might have and deal with **your** claim.

Full details about how to contact **the Scheme Administrator** are in section six of this Policy Summary.

### What the Policy provides / benefit limits

Subject to payment of the premium by **your Employer**, **the Insurer** will reimburse any medical excess paid by **you** under the **Group Private Medical Insurance** following the successful settlement of any valid insurance claim under that insurance up to the **Maximum Claim Amount**, after deducting the **Personal Contribution** (if applicable) and provided the incident leading to that claim under the **Group Private Medical Insurance** occurred during the **Period of Insurance**.

Any shortfall invoice received by **you** in respect of eligible treatment claimed under the **Group Private Medical Insurance** will also be covered up to the **Maximum Claim Amount** provided the incident leading to that claim under the **Group Private Medical Insurance** occurred during the **Period of Insurance**.

### Understanding the cover

Certain words and phrases in this Policy will have the same meaning wherever they appear. To make them easier to recognise when they are being used, they will be shown in **bold italics**.

They will help **you** to understand the cover and are called Policy Definitions. **You** can find them all listed and explained in section seven of this Policy Summary.

All insurance documentation and communication to **you** whether written or spoken, will be in easy to understand English.

## SECTION TWO

### How to qualify for Cover / When Cover begins and Your Obligations

#### To qualify for cover

**You** are eligible for Medex Protect as long as, on the **start date**, **you** are:

1. named under the **Group Private Medical Insurance**,
2. over eighteen (18) and under eighty (80) years of age,
3. permanently resident in the United Kingdom.

If **you** move, leave the **Group Private Medical Insurance** or work abroad after the **start date**, **you** must immediately call **the Scheme Administrator** for advice about how this might affect **your** cover.

#### When cover begins and your obligations

**Your** cover will begin on the **start date** shown in **your** Policy Schedule.

**You** must, at all times, observe the terms and conditions and exclusions of the Medex Protect Policy in conjunction with the **Group Private Medical Insurance** and take all reasonable steps to try to prevent any incident that may give rise to a claim.

## SECTION THREE

### Medical Excess and Short Fall Insurance

#### What is meant by "medical excess"

The amount **you** must pay under the terms of the **Group Private Medical Insurance** as the first amount payable of a valid claim, as shown in the **Group Private Medical Insurance**. Any reference to 'medical excess' in this Policy Summary shall also include any co-insurance amount **you** must pay under the terms of the **Group Private Medical Insurance**.

#### What is meant by "shortfall insurance"

The difference between the level of reimbursement that the **Group Private Medical Insurance** makes for an eligible claim and the actual cost charged to **you** by the insurer of the **Group Private Medical Insurance**.

#### The Exclusions – what is not covered

**The Insurer** will not pay any benefit in respect of:

1. Any medical excess or shortfall which is not directly attributable to an eligible claim which has been settled by the **Group Private Medical Insurance**.
2. Any medical excess or shortfall under the terms of any international private medical health insurance.
3. Any fines, damages or other penalties which **you** are ordered to pay by a court or other authority.
4. Any other deduction or contribution required by the provider of the **Group Private Medical Insurance**.
5. Any claim that is submitted where the medical excess or shortfall was incurred prior to the **Start Date**.
6. Any medical excess or shortfall which is directly attributable to routine dental or optical treatment under the **Group Private Medical Insurance**.
7. Any **Personal Contribution**.

#### How the Policy pays out for claims

If **your** Medex Group scheme has 5 **employees** and under:

The first thirty (30) days from the date **you** were first included in the Medex Protect scheme is excluded from cover. No claims will be paid during this period. Upon expiry of such thirty (30) day period **your** cover applies in accordance with the terms and conditions of this Policy and will continue to apply after each policy renewal date.

#### Payment of benefit

This Policy will reimburse **you** or the treating hospital or the treating consultant up to the applicable **Maximum Claim Amount**. If **you** are to be reimbursed, payment will be made by either cheque or bank transfer (**you** will be asked to confirm **your** preferred payment method when submitting a claim).

## Timing of payments

**The Scheme Administrator** will make payments directly to **you** or the treating hospital or treating consultant within seven (7) days following receipt of a claim form and upon satisfactory proof that **you** are required to pay a medical excess or shortfall.

## The maximum claim amount

The total amount of benefit as detailed within the attached Policy Schedule.

## SECTION FOUR

### How to make a claim

Read this Policy Summary first and the attached Policy Schedule in conjunction with the **Group Private Medical Insurance** policy and schedule so that **you** are satisfied that **you** are covered for the claim **you** want to make. **You** must check the cover of each policy and read any exclusions that may apply and make sure **you** understand them.

The table below is a guide to help **you** understand what **you** need to do throughout **your** claim and the documents **you** may need to provide.

## SECTION FIVE

### Policy Cancellation

**Your Employer** may cancel this Policy by giving **the Insurer** the appropriate notice. If **you** have any queries, **you** should contact **the Scheme Administrator**.

Full details about how to contact **the Scheme Administrator** are in section six of this Policy Summary.

## SECTION SIX

### The Scheme Administrator, Customer Service and Complaints

#### The Scheme Administrator

**The Scheme Administrator** is authorised and regulated by the Financial Conduct Authority and entered on its register under number 735475.

**Medex Protect Limited**  
**Health Shield Friendly Society**  
**Electra Way**  
**Crewe Business Park**  
**Crewe**  
**CW1 6HS**

Tel: **0800 787 9304**  
Email: **info@medexprotect.co.uk**  
Website: **www.medexprotect.co.uk**

### Customer service

**The Scheme Administrator** is dedicated to providing **you** with a high quality service at all times. Every effort will always be made to sort out any enquiry or problem that **you** may have. The contact details of **the scheme administrator** are shown above.

If **you** have any disability that makes communication difficult, please tell them and they will be pleased to help.

How to make a claim	
1	<b>You</b> have made a valid claim under the <b>Group Private Medical Insurance</b> and have received a letter from the <b>Group Private Medical Insurance</b> insurer confirming that they have paid <b>your</b> claim and what amount of medical excess or shortfall <b>you</b> have to pay.
2	<b>You</b> should contact <b>the Scheme Administrator</b> within ninety (90) days of the <b>Claim Date</b> and ask for a claim form. Call <b>0800 700 9304</b> (calls may be recorded for training, compliance and claims purposes) or write to the Medex Protect Limited, Health Shield, Electra Way, Crewe Business Park, Crewe, CW1 6HS  Or go to <a href="http://www.medexprotect.co.uk">www.medexprotect.co.uk</a> to download a claim form.  Please quote "Medex Protect" in all communications.  The claim form includes helpful information about the documents <b>you</b> need to send (which will include a copy of the letter from the <b>Group Private Medical Insurance</b> insurer, as set out in box 1 above) and the procedure <b>you</b> must follow in respect of <b>your</b> claim. Please read the notes carefully as they will help <b>your</b> claim to be handled fairly and promptly. If <b>you</b> need any help to fill in the claim form, please talk to <b>the Scheme Administrator</b> .
3	Complete the claim form and send it to <b>the Scheme Administrator</b> as soon as is reasonably practicable.
4	Once details of the claim have been received by <b>the Scheme Administrator</b> and providing that the appropriate cover is in place, <b>the Scheme Administrator</b> will arrange for its specialist staff to assess the situation and, dependent upon their assessment, <b>the Scheme Administrator</b> will advise <b>you</b> of any further supporting documentation that <b>you</b> must send so that payment of the claim can be arranged.  <b>You</b> may make any number of claims within the <b>Period of Insurance</b> provided that the total sum claimed for all such claims does not exceed the <b>Maximum Claim Amount</b>

Following the procedure and any instructions or advice **you** are given by **the Scheme Administrator** will help **your** claim to run smoothly. If **you** do not follow the procedure and any other instructions or advice **you** are given, **your** claim may be delayed or remain unpaid.

## How to complain

If **you** wish to make a complaint about any aspect of this Policy or a claim, please contact the Complaints Team at the address shown below:

**Medex Protect Limited  
Health Shield Friendly Society  
Electra Way  
Crewe Business Park  
Crewe Cheshire CW1 6HS**

Tel: **0800 787 9304**

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

### Financial Ombudsman Service (FOS)

If you remain dissatisfied after the **Insurer** has considered the matter, you may be able to refer the complaint to the United Kingdom's Financial Ombudsman Service (FOS) by contacting:

**The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR**

Tel: **0800 0234 567 (free from UK land lines) or 0300 1239 123**

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Making a complaint does not affect **your** right to take legal action. However, the FOS will not adjudicate on any cases where litigation has commenced.

The FOS can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The European Commission also provides an on-line dispute resolution (ODR) platform that allows consumers to submit their complaint through a central site, which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. The ADR scheme for Health Shield Friendly Society Limited is the FOS, which can be contacted directly using the contact details above. For more information about ODR please visit <http://ec.europa.eu/odr>

## SECTION SEVEN

### Legal and Regulatory Information and Data Protection

#### Law that applies to this Policy

This Policy shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England unless agreed otherwise in this Policy.

#### Third Party Rights

Unless expressly shown in this Policy, nothing in this Policy will create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999. This Condition does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

#### General Data Protection Regulation and Data Protection Act 2018 – use of information Insurance Administration

Information **you** supply may be used for the purposes of insurance administration by **the Insurer** and **the Scheme Administrator**. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing compliance with any regulatory rules/codes. **Your** information may also be used for crime prevention. For any of these purposes, **your** information may be transferred to countries that do not have stringent data protection laws. If this is necessary, the Data Controller (as defined in GDPR) will seek assurance from that party as to the security surrounding the handling of **your** information.

**You** have the right to access and, if necessary, rectify information held about **you** (this is known as a Subject Access Request). Please contact **the Insurer's** compliance officer, in writing, to exercise these rights:

**Data Protection Officer  
Health Shield Friendly Society Limited  
Electra Way  
Crewe Business park  
Crewe  
CW1 6HS**

Tel: **+44 (0) 1270 588555**

email: [DPO@healthshield.co.uk](mailto:DPO@healthshield.co.uk)

In assessing any claims made, checks may be made against publicly available information (such as electoral roll, county court judgements, bankruptcy or repossessions). Information may also be shared with other insurers either directly or via those acting for The Insurer and **the Scheme Administrator** (such as loss adjusters or claims investigators).

When **your** insurance ends, **the Insurer** and **the Scheme Administrator** will destroy or erase all information held about **you** (including information held on their systems) after a period of seven (7) years and instruct their associated companies and agents to do the same.

#### Sensitive Personal Data

To assess the terms of this Policy or handle claims which arise, it may be necessary to collect data which the data protection laws define as sensitive (such as medical history, criminal convictions or employment records). Data protection laws impose specific conditions in relation to sensitive information including, in some circumstances, the need to obtain explicit consent from **you** before this information is processed. When **you** apply for this insurance, consent is given to the processing and transfer of information described in this notice. Without such consent, it would not be possible to offer **you** this insurance.

#### Financial Services Compensation Scheme

**The Insurer** is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the FSCS scheme if **the Insurer** is unable to meet its obligations to **you** under this Policy. This depends on the type of business and the circumstances of the claim. Further information can be obtained from:

**Financial Services Compensation Scheme  
PO Box 300  
Mitcheldean GL17 1DY**

Tel: **0800 6781100**

Website: [www.fscs.org.uk](http://www.fscs.org.uk)

## Safeguarding claim payments

All claim payments from **the Insurer** and due to **you**, will be held by **the Scheme Administrator** on behalf of **the Insurer**. In this capacity **The Scheme Administrator** acts as an authorised agent of **the Insurer**.

This means that all claim benefits payable by **the Insurer** are not deemed to have been paid until **you** have received them.

## Trading Sanction(s) Restrictions

**The Insurer** shall not provide any benefit under this Policy 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.

## SECTION EIGHT Policy Definitions

### Claim Date

This means the date **you** received written notification from the insurer of the **Group Private Medical Insurance** that **they** are required to settle a medical excess or shortfall as a result of an otherwise eligible claim.

### Employer

The Employer purchasing this insurance in conjunction with **Group Private Medical Insurance** as an employee benefit for **you** and who is named in the Policy Schedule attached to this Policy as the Policyholder.

### Group Private Medical Insurance

Any insurance policy arranged by **your Employer** for **Private Medical Insurance** in which **you** are named as an insured person(s) and, for which **your Employer** has paid, or agreed to pay, and that insurer has agreed to accept a premium.

### The Insurer

Health Shield Friendly Society Limited.

### Maximum Claim Amount

The most **you** will be paid for each new and separate claim and in total during the **Period of Insurance**, as shown in the Policy Schedule.

### Period of Insurance

The period not exceeding twelve (12) consecutive months from the **start date** as shown in the Policy Schedule, which shall commence and expire on the same dates as the **Group Private Medical Insurance**.

### Personal Contribution

This is the amount **you** have to pay towards any valid medical excess or shortfall claim or claims under this Policy. **You** only have to pay this once, no matter how many times **you** claim during the **period of insurance**.

**The Scheme Administrator** Medex Protect Limited.

Full details about how to contact the Scheme Administrator are in section six.

### Start Date

The date this Policy starts as shown in the **Period of Insurance**.

However, if **you** are entered in the Medex Protect scheme and added to this Policy during the **Period of Insurance** after the date this Policy starts:

**Your start date** shall be the date **you** are added to this Policy.

### You / Your

You as the person covered by this Policy, who qualifies for cover under this Policy and is specified in the Policy Schedule.

*Medex Protect, Medical Excess and Shortfall Insurance is provided by Medex Protect Limited, which is authorised and regulated by the Financial Conduct Authority (FCA Ref Number: 735475). Medex Protect Limited is both a subsidiary of, and underwritten by Health Shield Friendly Society Limited.*

*Health Shield Friendly Society Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.*

*Medex Protect Limited is registered in England – Company Registration Number 8792006. Registered Office: Electra Way, Crewe Business Park, Crewe, CW1 6HS*