



# YOUR TFS HEALTH CASH PLAN

## 1. TERMS AND CONDITIONS

### ***Welcome to the TFS Health Cash Plan***

*Please read these terms and conditions and Your Plan documents carefully as they will help You make the most of Your Plan and keep them in a safe place for future reference.*

#### **Inside this Plan document:**

- General rules and conditions relating to the Health Cash Plan
- How to add family members onto Your Plan
- Renewing and/or changing Your cover
- Your privacy and data protection

*If You have any questions about Your Health Cash Plan or Your membership with us, please visit [www.tfs.uk.com](http://www.tfs.uk.com) or call our membership team on 020 7833 2616.*



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## **1. GENERAL INFORMATION**

### **1.1 Regulation**

The Transport Friendly Society (TFS) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered and incorporated under the Friendly Societies Act 1992, register number 434F.

### **1.2 Membership of TFS**

When You take out a Plan with TFS You become a member of the Society and are subject to its Memorandum and Rules, a copy of which is available on request.

#### **Registered office:**

Transport Friendly Society Limited  
3rd Floor, Derbyshire House  
St Chad's Street  
London WC1H 8AG  
T: 020 7833 2616  
F: 020 7833 4426  
E: [info@tfs.uk.com](mailto:info@tfs.uk.com)

### **1.3 Advice**

TFS does not give advice about its products but is happy to answer any factual questions You may have so that You can make an informed decision. If You are unsure as to the suitability of a financial product You should contact an independent financial adviser.

Applicants should carefully consider the benefit levels available to them and choose the level that best suits their needs. Plan holders should regularly review their Plan documents to ensure the product remains suitable for their needs.

### **1.4 Your right to cancel**

We offer a cancellation period of 30 days which starts from the date that we send You Your Plan Documents and cancellation

notice. If You decide to cancel in this cancellation period, You will receive a full refund of any premiums paid. If You cancel Your Plan, it is Your responsibility to inform Your employer or bank/building society to stop deducting premium payments from Your salary or bank/building society account.

### **1.5 Complaints procedure**

If You wish to complain about any aspect of the service You receive from the TFS, please contact us at the address above. If the complaint is not dealt with to Your satisfaction You can refer Your complaint to the Financial Ombudsman Service, Exchange Tower, Harbour Exchange, London E14 9SR (Telephone 0800 023 4567). Complaining to the Ombudsman will not affect Your legal rights.

### **1.6 Compensation**

If the TFS is unable to meet its liabilities, compensation may be payable by the Financial Services Compensation Scheme. Further information on the scheme is available from the Financial Services Compensation Scheme on 020 7892 7300 [www.fscs.org.uk](http://www.fscs.org.uk)

### **1.7 Governing law**

This agreement shall be governed by and construed in accordance with English law and shall be subject to the jurisdiction of the English Courts.

### **1.8 Parties to this Plan**

A person who is not a party to this agreement shall not have any rights under or in connection with this Plan. All persons insured under this Plan must be resident in the United Kingdom.

If You die, Your Partner, if insured under this Plan, may apply for a Plan in their own name within 30 days of Your death, without any qualifying period applying.

A child insured under this Plan may, within 30 days of attaining age 18, apply for a Plan in their own name without any qualifying period applying.

### **1.9 Changes to this Plan**

We will periodically review the Health Cash Plan benefits and/or premiums. If we decide to make any changes to the benefits and/or premiums, we will endeavour to give You not less than 30 days' notice by email or in writing to the last correspondence address that we have for You. It is therefore essential that You inform us of any change of correspondence email or address as we cannot be responsible for our communications not reaching You. If we are ever required to change the Plan on less notice due to, for example, a change in any relevant regulation or legislation, we will advise You at the earliest opportunity.

If we notify You that we have varied Your Plan and we do not hear from You, we will assume that Your continued payment of Your Plan premiums is Your consent to the variation. However, if You let us know in writing that You do not consent to the variation, Your Plan will be cancelled from the next automatic renewal date. Any revisions will not extend the benefit period relating to each separate benefit.

We also reserve the right to completely withdraw the Plan if we deem it necessary to do so and in such circumstances, we would provide You with not less than 30 days' notice in writing to the last correspondence email or address that we have for You.

Regardless of any changes to the Plan, the Birth/Adoption of a child benefit will remain available to all Plan holders in the form outlined in the brochure for a minimum of 13 calendar months from the date of joining the Health Cash Plan.

### **1.10 Benefits and qualifying periods**

Birth/Adoption benefit - 10 months qualifying period – At all Plan levels

All other benefits - 13 weeks qualifying period – At all Plan levels

The qualifying period starts from the date of your first premium payment for Your Plan at Your chosen level of cover.

## **2. TRANSPORT FRIENDLY SOCIETY HEALTH CASH PLAN**

### **2.1 Who is Transport Friendly Society (TFS)?**

TFS is a mutual organisation which means any profits are for the benefit of members because we do not have any shareholders. TFS started in 1885 and is run by passenger transport people for the benefit of passenger transport people, their families and friends.

### **2.2 TFS Health Cash Plan summary**

The TFS Health Cash Plan provides cover towards the costs of a range of everyday healthcare expenses such as dental check-ups and treatment, eyesight tests, new glasses and contact lenses, diagnostic health consultations and therapy treatments, plus many more benefits including hospital-related care.

### **2.3 How does it work?**

You choose the level of benefits and pay the premium for that level and then You claim cash back for Your treatments as and when You need it (subject to Your benefit entitlements and claim period). We also provide cover at no extra cost for the healthcare of up to four of Your children under the age of 18, provided they reside at the same address as You. The maximum benefit payable is shared between You and any Insured Children, in any 12 consecutive

months. If You wish, Your Partner can be added to Your Plan and they will pay the same rate of premium that You pay. Your Partner will receive their own benefit entitlement up to the level of cover purchased. Claims for Insured Children will be split equally between You and Your Partner.

#### **2.4 What am I insured for?**

We offer 3 levels of cover across a wide range of health categories and reimburse You up to 100% of the costs You incurred up to the maximum shown in the benefits table.

#### **2.5 Is the Health Cash Plan the same as private medical insurance?**

No - private medical insurance pays for treatment and operations performed at a private hospital or clinic. The Health Cash Plan helps towards reimbursement of some or all of the costs of treatment received for everyday healthcare treatments and also pays lump sum payments for hospital stays, hospital day surgery and birth or adoption of a child.

#### **2.6 Who is eligible for this Plan?**

Applications are accepted from anyone aged 18 and over and under the age of 60 at the time of application who normally reside in the United Kingdom. Partners and or up to four children permanently residing with You and under the age of 18 can be insured on a Plan. Your Plan will cease on your 65th birthday.

#### **2.7 Is the TFS Health Cash Plan right for You?**

TFS believes this product meets the demands and needs of individuals and families who wish to manage their healthcare expenses such as dental and optical, hospital admissions, consultations and investigations.

All information is provided by TFS in order for applicants to choose whether the

product meets their needs as the TFS is not authorised to provide advice or a personal recommendation. Applicants should decide if they want the Plan and then choose the level of cover that best suits their personal circumstances and review it in the future to ensure it remains suitable.

### **3. GENERAL TERMS AND CONDITIONS**

#### **3.1 The purpose of these terms and conditions**

These terms and conditions set out the:

- legal terms and conditions which govern Your Plan, and
- benefits and level of cover available to You, Your Partner and Insured Children (if insured) and should be read with the Insurance Product Information Document

Please make sure that You have read and understood both documents before going for treatment and incurring costs or sending us a claim.

#### **3.2 Who is eligible to join?**

Passenger transport employees, their family and friends aged 18 and over and under the age of 60 can apply to join the Health Cash Plan. You must also be a permanent resident of the United Kingdom (UK). Your application to join, renew or change Your level of cover is subject to acceptance by the TFS and we reserve the right to refuse Your application for any reason without providing an explanation. Any information You provide to us about You and anyone else that is insured under this Health Cash Plan must be true, accurate and complete to the best of Your knowledge. If You fail to comply with this condition, we reserve the right to terminate Your Plan and any other policies You hold with the TFS. See Terminating Your membership below for more details.

### **3.3 Duration of the Plan**

Your cover starts from the date that we include You on the Plan (Your Start Date, which is the date of your first payment paid as it is specified on Your Welcome Letter) and will continue as long as the premium payments are kept up-to-date and the rules and conditions of the Plan are met. This Plan is intended to be a long-term product for at least five years.

### **3.4 Partner and Insured Children**

To make claims for Your Partner, You must be paying the premiums to the Plan at the rate that covers You and Your Partner. You must fill in the appropriate forms so that we can register Your Partner and up to four children nominated under Your Plan.

As stated above, You and Your Partner are entitled to nominate up to four children to share Your and Your Partner's maximum annual benefits. A separate Plan would be required when children reside in the same house as You and Your Partner but only one of you is the natural or adoptive parent of the children as only that parent is able to share their maximum annual benefits with that child or children.

If You and Your Partner have more than four children You and Your Partner can have separate Plans and You and Your Partner can each nominate up to four children on each of Your Plans.

*Insured Children may only be insured or included under one Plan.*

### **3.5 Insured Children**

You and or Your Partner must be the parent(s) of the Insured Children. Any Insured Children must reside at the same address as You and be under the age of 18. Children in a fostering arrangement are not eligible for cover.

### **3.6 Changes to the Plan**

We allow You to change Your level of cover once (either increase or reduce it) in each year, beginning from the start date of Your Plan.

### **3.7 Pre-existing medical conditions**

The TFS Health Cash Plan is only intended to cover new medical conditions. Therefore if You apply to join the Plan or You are an existing member applying to increase Your level of cover, You may not be entitled to receive benefit for any pre-existing medical condition. We will tell You about any medical conditions that are not insured.

A pre-existing medical condition is any disease, illness or injury that You have received medication, advice or treatment for, or experienced symptoms of, no matter whether the condition has been diagnosed in the last 12 months before cover commenced.

The pre-existing medical conditions exclusion applies to the following benefits:

- Hospital in-patient
- Hospital day surgery
- Parental hospital stay
- Therapy treatments
- Chiropody/Podiatry
- Prescriptions
- Specialist consultation
- Convalescence
- Health screening

### **3.8 Non UK residents**

If a member leaves the UK to permanently live abroad they will not be insured by the Plan from the date that they leave the UK.

### **3.9 No medical is necessary**

You do not need to undergo a medical to join the TFS Health Cash Plan.

### 3.10 Terminating Your Membership

#### 3.10.1 Section A

The TFS can terminate Your Membership if they think:

- You have breached the TFS' Memorandum and Rules
- Your continued membership is not in the interest of the TFS' members generally
- You have deliberately provided false or misleading information, or failed to reveal material information we should know about
- You have threatened or abused any member of TFS' staff
- You have made a claim that is fraudulent in whole or in part or that we believe to be deliberately false, misleading or exaggerated

In the event of the TFS terminating Your Membership we will write to You with our reason(s) for terminating Your cover. If You are due a pro-rata return of premium this will be refunded to You.

If the Society terminates Your Membership for one or more of the reasons given above, You will not be able to apply for this or any other of the Society's products either in Your own name or as a Partner or insured by a Plan of any other member.

#### 3.10.2 Section B

Your Plan will also terminate if:

- You die
- You and Your Partner are both insured and You no longer live together at the same address
- A child insured under the Plan reaches the age of 18, cover for that child will cease at that time
- We have not received the premium for three consecutive months, if you pay by Direct Debit. In these circumstances the

TFS will write to You and let You know

- We stop receiving the premiums for 13 consecutive weeks that have been taken from Your salary (if You pay by this method) or Your employer tells us that You have stopped the premium deductions from Your salary. If this happens we will write to You to let You know that cover had ended on the day that we received the last premium from You.
- You ask us to end Your Plan. You can do so at any time by giving us not less than 30 days' notice. You can end Your Plan by letter or email and this will take effect from the date we confirm this to You. We will not refund any premiums paid during Your notice period.
- We decide to not offer renewal terms at the next renewal date. In these circumstances, we would write to You and give You at least 30 days' notice before the renewal date.

If the Plan is terminated, cover will end for all members and Insured Children and we will pay You for any claims that we had agreed we would settle before Your Plan ended but we will not pay any claims for any treatments, goods or services received after the termination date or for any claims under Plans which have unpaid premiums.

TFS may also seek to recover from You any monies that it paid to You which it considers You were not entitled to receive.

## 4. YOUR COVER

### 4.1 Age limits

The Plan covers individuals from the age of 18 and under the age of 65. These age limits apply to any Partner to be included. Once You reach the age of 65 You are not eligible to continue with Your Plan.



## **4.2 Partner cover**

When You join the Plan You also have the option of purchasing the cover for Your Partner either at the time You submit Your own application or at a later date. Where You pay for Your Partner's Plan and we make changes to the Plan, we will write to You to inform You of the changes. Where You pay for Your Partner's Plan, we can discuss payment of their premiums with You but not any other details of their Plan unless Your Partner has given us their written permission to do so.

## **4.3 Free cover for Insured Children**

The Plan provides free cover for up to four children. An Insured Child means a natural or legally adopted child of Yours and or of Your Partner's who permanently resides with You and is below the age of 18. If the child is only a natural or legally adopted child of your Partner they will only be able to claim benefits from your Partner's maximum annual allowance and not from Your maximum annual allowance even if the Insured children permanently reside with You.

The Plan covers up to four named Insured Children up to the same maximum entitlements as You, for all benefits excluding Prescriptions, Parental Hospital Stay, Birth/Adoption of a child and Convalescence as detailed in the table of benefits and is subject to the same benefit rules as applied to You unless detailed otherwise.

Where both parents hold a Plan, a claim for Insured Children will be split equally between both parents' benefit entitlement. If one parent has already reached the maximum annual benefit payable, the whole claim will be taken from the other eligible parent, provided there is entitlement available. Insured Children are only eligible to claim benefits from their natural or adoptive

parent's annual allowance.

When an Insured Child reaches their 18th birthday they will cease to be an Insured Child for the purposes of Your Plan and will therefore no longer be insured under Your Plan. A child that was insured under this Plan may, within 30 days of attaining age 18, apply for their own Plan without any qualifying period applying.

## **4.4 Your level of cover**

Your level of cover is specified on Your Acceptance Letter. The benefits payable at each level of cover are detailed in the table of benefits set out in Your Welcome Pack. This shows Your maximum entitlements per benefit claiming year, not per claim.

## **4.5 Changes to Your level of cover**

We allow You to change Your level of cover once (either increase or reduce it) in each year and You must remain at Your new level of cover for 12 months before You can change again. More frequent change of level of cover must be submitted to TFS for approval. Changing Your level of cover will not change Your Benefit year.

If You wish to transfer to a higher level of cover You will have to wait until the end of the relevant qualifying period before You are eligible for the higher level benefits. In these cases You must pay Your premiums for Your new higher level of cover for the relevant qualifying period before You can claim for these benefits at Your new higher level of cover.

If You submit a claim during the qualifying period for the higher level Plan we will pay benefit at the lower level Plan, if You have benefits available.

If You transfer to a lower level of cover we will pay benefits at the lower Plan level from the registration date of the transfer, providing

You have already completed the required qualifying period during the time You were at the higher level Plan and You have benefits available. If You apply to decrease Your level of cover, Your entitlement to claim for benefits at the previous higher level of cover ceases immediately from the date we accept Your application. Benefit periods and benefits paid at the higher level Plan will be taken into account when assessing entitlement to benefits at the lower level.

Applications to change Your level of cover are subject to acceptance by TFS and the TFS reserves the right to refuse Your application. In all cases, the benefit payable will be determined by the level of cover in force on the date of treatment and not the date the claim is submitted. If You change Your level of cover, Your claiming year for each benefit will remain unchanged and any claims that we have already paid to You will count towards the maximum entitlement under Your new level of cover.

#### **4.6 Change of circumstances**

If Your personal circumstances change and You wish to make changes to Your Plan a further application form must be completed and submitted to TFS for approval.

### **5. RENEWING YOUR COVER**

#### **5.1 Plan start date and renewal**

Your cover starts from the date that we include You on the Plan (Your Start Date) and will continue as long as the premium payments are kept up-to-date and the rules and conditions of the Plan are met.

TFS will periodically review the Health Cash Plan benefits and or contributions. If we decide to make any changes to the benefits and/or contributions, we will endeavour to give You not less than 30 days' notice by

writing to You at the last correspondence email or address that we have for You. It is therefore essential that You inform us of any change of correspondence email or address as we cannot be responsible for correspondence not reaching You. If we are ever required to change the Plan on less notice due to, for example, a change in any relevant regulation or legislation, we will advise You at the earliest opportunity.

If we notify You that we have varied Your Plan and we do not hear from You, we will assume that Your continued payment of Your Plan premiums is Your consent to the variation. However, if You let us know in writing that You do not consent to the variation, Your Plan will be cancelled from the next automatic renewal date. Any revisions will not extend the benefit period relating to each separate benefit.

We also reserve the right to completely withdraw the Plan if we deem it necessary to do so and in such circumstances, we would provide You with not less than 30 days' notice in writing to the last correspondence email or address that we have for You.

Regardless of any changes to the Plan, the Birth/Adoption of a child benefit will remain available to all Plan holders in the form outlined in the brochure for a minimum of 8 calendar months from the date of terminating the Health Cash Plan. The Terms and Conditions of the Birth/Adoption of a child benefit apply.

#### **5.2 Cancel and re-apply**

If You cancel Your Plan and then decide to re-apply for cover You will be treated as a new applicant and You will need to complete and sign a new application form. You will also be subject to the same qualifying periods as a new applicant and any claims You

had previously submitted will be taken into account when we assess Your entitlement to benefits on Your new Plan.

## **6. YOUR PREMIUMS**

You are responsible for the payment of premiums which are due in advance and on a continuous basis in accordance with Your chosen method (Direct Debit or payroll mandate); and frequency of payment.

If You make Your premium payments by payroll mandate and You leave Your employer, it is Your responsibility to notify us and set up a new payment method in order to continue Your cover.

If when we receive Your claim Your premiums are not paid up to date for any reason, we will not process Your claim at that time. If You wish to remain in the Plan, claims will be held until You have paid the premiums up to date.

If You do not continue to pay Your premiums Your Plan will lapse and all rights to benefit will cease on the last day of the period insured by the final premium payment.

## **7. MAKING A CLAIM**

Claims may be submitted at the conclusion of the qualifying periods in respect of any eligible treatment, goods or services received after the qualifying period has ended, as long as all the appropriate premiums are up to date when the claim is made.

You must sign all claim forms to declare that the details You have provided on the forms are true, and if necessary, allow TFS to seek verification of any details You have provided from the healthcare provider that any claim relates to. If we believe that any documents You send us are not genuine, we may retain

them as part of our investigation. We can refuse claims if we reasonably believe that the treatment has not taken place or that You have not paid for an item. This includes rejecting receipts from certain practitioners and claims that we cannot check with the practitioner concerned.

All claims must be submitted within 12 months of the date of payment for treatment, purchase, accident taking place or discharge from a hospital. Claims submitted outside of the 12 months period will be declined.

### **7.1 How to claim**

We will process and pay claims within a reasonable time.

The following details should be included with Your claim form:

- The original receipt showing clearly the full name and title of the person who has received the treatment or made the purchase, full description of the treatment or services received, the amount paid and the date of payment
- The receipt must show the full name, official stamp, qualifications and contact details of the practitioner carrying out the treatment or supplying the services
- The receipts must only apply to the amount paid for the person who received treatment. We need separate receipts for each person insured. We will only pay claims to You directly, not to the healthcare practitioner who provides the receipts.
- For all claims for hospital related benefits please ensure that Your claim form is either fully completed, signed and stamped by Your hospital or treatment facility or the hospital or treatment facility admission/discharge documents are attached to your claim form
- Claim payments will be made by direct credit into Your bank/building Society account

- We pay claims based on the relevant benefit year that the treatment or purchase took place
- Before receiving treatment please make sure that the person or organisation treating You has the accreditations and qualifications we accept
- We will not accept claims for anything You have paid for in advance and not yet received

We will not accept photocopied, faxed or scanned receipts.

We will not accept credit or debit card receipts.

## **7.2 Claims for pre-existing medical conditions**

The pre-existing medical conditions exclusion applies to the following benefits:

- Hospital in-patient
- Hospital day surgery
- Parental hospital stay
- Therapy treatments
- Chiropody/Podiatry
- Prescriptions
- Specialist consultation
- Convalescence
- Health Screening

No claim will be paid in respect of any of the above benefits during the first year of a new or upgraded Plan in respect of any disease, illness or injury that You have received medication, advice or treatment for, or experienced symptoms of, no matter whether the condition has been diagnosed in the last 12 months before cover commenced. We may wish to verify medical information to support a hospital in-patient claim.

## **7.3 Benefit period**

Each benefit has its individual benefit year which is 12 months starting from the treatment date on the first receipt you send

us, along with your claim form. During this benefit year you can still claim for similar treatments and services, however, we will not pay you more than the maximum annual benefit for your level of cover.

After your benefit year is over, a new benefit year will commence when you submit your next claim.

## **7.4 Maximum benefits**

You, Your Partner (if insured) and Insured Children, will not receive more than the maximum benefit amount under any of the benefits in each case for any one benefit year.

We treat claims in a benefit year according to the dates You, Your Partner or Insured Children (if insured) were admitted to hospital or received treatment, whichever applies. When You change Your level of cover, we will take into account Your previous claims in assessing Your maximum entitlement for the benefit year.

## **7.5 Insured Children**

The maximum benefits, as shown in the benefits table, are available over a one-year benefit period and are shared between You and up to four Insured Children.

## **7.6 Amount of refund**

We will pay you the applicable benefit of each valid claim (as shown in the benefit table) up to Your yearly benefit limit for each of the benefits in Your chosen level of cover.

## **8. FRAUD**

Fraud is a criminal activity that can result in a fine or a prison sentence. We would consider someone to be committing fraud by making a claim, or a statement in support of a claim or sending us a document in support of a claim which is, in whole or in part, false

or misleading or exaggerated in any way with the intention of deceiving us into paying them more than they are entitled to.

If we reasonably believe that a claim is false or fraudulent, even if we have not proved that You have acted dishonestly, we will not pay that claim. We may terminate Your Plan and all Your benefits will stop immediately. We will not refund any premiums for a terminated Plan. We will charge You any other costs that we have incurred and may take legal action to recover any costs that we reasonably incur as a result of the fraud, plus interest and legal costs. We may also notify Your employer.

Insurance fraud is a criminal offence. We take fraud prevention very seriously. We always pass details of suspected fraudulent claims to the police or Crown Prosecution Service for them to investigate and prosecute through the criminal courts. Anyone convicted of fraud may have to declare it when they apply for any type of insurance in the future.

### **8.1 How do we check claims and prevent fraud?**

We check all claims. We may need to ask You for further proof before we can process a claim; You must provide this at Your own expense. We will also contact the practitioner for verification. If the claim is for Your dependant we will ask You for proof of Your relationship with them. While we are waiting for information we will not pay any claims on Your Plan. We do these routine checks to make sure that we are paying claims correctly; it does not mean that we think You are being dishonest.

It is Your responsibility to make sure that all the information that You give us with a claim is truthful and complete. You must always act honestly. For example You, or anyone insured on Your Plan, must not:

- Alter or forge a receipt/claim form
- Send us any evidence with a claim that You know is misleading or untrue
- Give dishonest answers to our questions
- Refuse to give us any information that we need, or withdraw a claim to avoid investigation
- Refuse permission for us to contact a healthcare provider
- Deliberately claim for anything, or anyone, that is not insured
- Fail to tell us if the claim could be insured on another Plan
- Claim for a pre-existing medical condition that isn't insured on Your Plan, or a medical condition that You should have told us about when You made a claim

## **9. OUR SERVICE COMMITMENT**

We believe You deserve to be treated in a courteous, fair and prompt manner and our aim is to provide an excellent service to all our members.

If You have a complaint, feel You have been treated unfairly or are not satisfied with any aspect of the Society, its products or services please contact us. Complaints are taken very seriously and are closely monitored by the Board of Management. The Board of Management has appointed the Society's Compliance Officer as the person responsible for Complaints.

The Transport Friendly Society Limited can be contacted as follows:

In writing:  
Transport Friendly Society Limited  
3rd Floor Derbyshire House  
St Chad's Street  
London WC1H 8AG  
Telephone: 020 7833 2616  
Email: [info@tfs.uk.com](mailto:info@tfs.uk.com)

If, after having received our response, You are still unhappy or if we have been unable to complete our investigation within 8 weeks, You may refer Your complaint (within 6 months of the date of our final response) to the Financial Ombudsman Service. The Financial Ombudsman Service can be contacted as follows:

In writing:

Financial Ombudsman Service

Exchange Tower

Harbour Exchange

London E14 9SR

Telephone: 0800 023 4567 or 0300 123 9123

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

Online: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The Financial Ombudsman Service may not be able to consider a complaint if You have not provided us with the opportunity to resolve it first. Following this complaint procedure does not affect Your rights to take legal action.

## **10. YOUR DATA and the TFS PRIVACY NOTICE**

TFS understands that Your privacy is important to You and that You care about how Your personal data is used. We respect and value the privacy of all of our members, outsource service providers and suppliers and will only collect and use personal data in a way that is consistent with our obligations and Your rights under the data protection legislation.

### **10.1 Information about Us**

Transport Friendly Society Limited is Registered and Incorporated under the Friendly Societies Act 1992. Register No. 434F. The Transport Friendly Society is Authorised by the Prudential Regulation

Authority and Regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Head Office:

Transport Friendly Society Limited

3rd Floor Derbyshire House

St Chad's Street

London WC1H 8AG

### **10.2 What is this Privacy Notice?**

This Privacy Notice explains how we use Your personal data: how it is collected, how it is held, and how it is processed. It also explains Your rights under the law relating to Your personal data.

### **10.3 What is Personal Data?**

Personal data is defined by the General Data Protection Regulation (EU Regulation 2016/679) (the 'GDPR') as 'any information relating to an identifiable person who can be directly or indirectly identified in particular by reference to an identifier'. Personal data is any information about You that enables You to be identified, including Your name and contact details.

The personal data that we collect is set out below.

### **10.4 What are Your rights?**

Under the GDPR, You have the following rights, which we will always work to uphold:

- a. The right to be informed about our collection and use of Your personal data. This Privacy Notice should tell You everything You need to know, but should You have any questions please contact us to find out more.
- b. The right to access Your personal data that we hold
- c. The right to have Your personal data corrected if any of Your personal data held by us is inaccurate or incomplete

d. The right to be forgotten, i.e. the right to ask us to delete any of Your personal data that we have

e. The right to restrict (i.e. prevent) the processing of Your personal data

f. The right to object to us using Your personal data for a particular purpose or purposes

g. The right to data portability. This means that, if You have provided personal data to us directly, we are using it with Your consent or for the performance of a contract, and that data is processed using automated means, You can ask us for a copy of that personal data.

h. Rights relating to automated decision-making and profiling. We do not use Your personal data in this way.

For more information about our use of Your personal data or exercising Your rights as outlined above, please contact us using the details set out below.

Further information about Your rights can also be obtained from the Information Commissioner's Office. If You have any cause for complaint about our use of Your personal data, You have the right to lodge a complaint with the Information Commissioner's Office.

### **10.5 What Personal Data do we collect?**

We may collect some or all of the following personal data (this may vary according to Your relationship with us):

- Name
- Address
- Email address
- Telephone number
- Employer
- Organisation name
- Job title
- Other sensitive and or confidential information

### **10.6 How we use Your Personal Data?**

We use Your personal data for the proper performance of a contract with You and You have consented to our use of Your personal data and it is in our legitimate business interests to use it. Your personal data will be used for the following purposes:

- Providing and managing Your account.  
Supplying our products and services to You. Your personal details are required in order for us to enter into a contract with You.  
Personalising and tailoring our products and services for You.  
Communicating with You. This may include responding to emails or calls from You.  
Supplying You with information by email or post that You have opted-in to (You may unsubscribe or opt-out at any time by contacting the Transport Friendly Society Limited).

- With Your permission and or where permitted by law, we may also use Your personal data for marketing purposes, which may include contacting You by email, telephone, and post with information, news and updates on our products and services. We will not send You any unlawful marketing information or spam. We will always work to fully protect Your rights and comply with our obligations under the GDPR and the Privacy and Electronic Communications (EC Directive) Regulations 2003, and You will always have the opportunity to opt-out.

### **10.7 How long do we keep Your Personal Data?**

We will only retain Your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

To determine the appropriate retention period for personal data, we consider the amount,

nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of Your personal data, the purposes for which we process Your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

### **10.8 How and where we store or transfer Your Personal Data?**

We will only store or transfer Your personal data in the UK. This means that it will be fully protected under the GDPR.

The security of Your personal data is essential to us, and to protect Your data, we have put in place appropriate security measures to prevent Your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to Your personal data to those employees who have a business need to know. They will only process Your personal data in accordance with our instructions and they are subject to a duty of confidentiality. We have put in place procedures to deal with any suspected personal data breach and will notify You and any applicable regulator of a breach where we are legally required to do so.

### **10.9 Do we share Your Personal Data?**

We will not share any of Your personal data with any third parties for any purposes, subject to the following exceptions:

- where it is necessary in order to fulfill the service we provide to our members or if we are involved in legal proceedings, complying with legal obligations, a court order, or the instructions of a government authority
- if any of Your personal data is required by a third party, as described above, we will take steps to ensure that Your personal data is handled safely, securely,

and in accordance with Your rights, our obligations, and the third party's obligations under the law

### **10.10 Accessing Your Personal Data**

You can ask us for details and a copy of what personal data we have about You. This is known as a 'subject access request'.

All subject access requests should be made in writing and sent to the postal or email addresses shown below. There is not normally any charge for a subject access request. If Your request is 'manifestly unfounded or excessive' (for example, if You make repetitive requests) a fee may be charged to cover our administrative costs in responding.

We will respond to Your subject access request within 30 days of receiving it. We aim to provide a complete response, including a copy of Your personal data within that time. If Your request is complex, we may require more time, up to a maximum of three months from the date we receive Your request. You will be kept fully informed of our progress.

### **10.11 Contacting us**

To contact us about anything to do with Your personal data and data protection, including how to make a subject access request, please use the following details:

Postal Address:  
Transport Friendly Society Limited  
3rd Floor Derbyshire House  
St Chad's Street  
London  
WC1H 8AG  
Email address: [info@tfs.uk.com](mailto:info@tfs.uk.com)  
Telephone number: 020 7833 2616



## 10.12 Privacy Notice changes

We may change this Privacy Notice, for example, if the law changes, or if we change our business in a way that affects personal data protection. If any changes are made they will be made available on our website's privacy statement at: [www.tfs.uk.com](http://www.tfs.uk.com)

## 11. DEFINITIONS

In all Plan Documents, unless stated otherwise, the following words have the meanings shown below:

**Accident** - a sudden, unexpected and identifiable event causing injury or illness.

**Act of Terrorism** - An act, including but not limited to the threat or use of force or violence of any person or group of persons whether acting alone or on behalf of or in connection with any organisation.

**Benefit Year** - Each individual benefit has its own separate Benefit Year which is 12 months from:

- the treatment date on the first receipt you send us for dental, optical, specialist consultation, therapy treatments, health screening or chiropody/podiatry
  - the first date of admission for hospital in-patient, parental hospital stay, hospital day surgery and treatment or convalescence for which benefit is claimed
  - the date of birth on the birth certificate or the date of adoption of a Child qualifying for Birth/Adoption of a Child benefit
- Upon the expiry of a Benefit Year the new Benefit Year for that benefit will commence from the next claim.

**Chronic condition** - a condition or disease that is persistent or otherwise long-lasting in its effects or a disease that comes with time. The term chronic is often applied when the

course of the condition or disease lasts for more than three months. Common chronic diseases include arthritis, asthma, cancer, chronic obstructive pulmonary disease, diabetes and some viral diseases such as hepatitis C and acquired immunodeficiency syndrome.

**Claims experience** - the number and cost of claims we have paid.

**Convalescence** - the period of time in a registered convalescent home to recover one's health and strength after an illness or medical treatment which has required a stay of 10 consecutive nights in a hospital.

**Convalescence home** - a residential care and nursing home, providing support for people recovering from an operation or an illness.

**Insured Child** - an Insured Child means a natural or legally adopted child of Yours and/ or Your Partner's who permanently resides with You and is below the age of 18. Foster children are not included.

**Full health screen** - a full medical check-up that may involve giving details of Your and Your family's medical history and having a physical examination, tests, laboratory tests, scans or X-rays, and may be followed by counselling, education, referral to hospital or further treatments, or further tests.

**Hospital** - an institution which has permanent facilities for caring for patients, has facilities for diagnosing and treating injured or sick people and provides nursing services supervised by registered general nurses. If You are admitted to a hospital, it should be following a referral by a GP, consultant or through the accident and emergency (A&E) department.

**Insured Person** - the person or persons insured under the Plan as shown in the Welcome Letter. The total number of all Insured Children (up to four) will be classed as one Insured Person.

**Membership** - when you take out a plan with TFS you become a member of the Society and are subject to its rules, a copy of which is available on request.

**Pandemic** - an infectious disease that is widespread throughout an entire country, continent, or the whole world.

**Partner** - Your husband, wife or any other person who lives with You as if You are married, no matter whether they are male or female.

**Plan ('the Plan')** - the TFS Health Cash Plan.

**Practice-plan premiums** - payments made to a scheme provided by Your dentist.

**Pre-existing medical condition** - any disease, illness or injury that You have received medication, advice or treatment for, or experienced symptoms of, no matter whether the condition has been diagnosed in the last 12 months before cover commenced.

**Renewal date** - the date on which this Plan will renew each month. You will find this on Your Welcome Letter in Your Welcome Pack.

**Start date** - the date on which this Plan starts. This is the date we receive your first premium payment. You will find this on Your Welcome Letter in Your Welcome Pack.

**Surplus** - any money left over after meeting claims and expenses during the financial year.

**TFS** - Transport Friendly Society

**We, our, us** - Transport Friendly Society Limited.

**Welcome pack** - your official Health Cash Plan policy documents including a Welcome Letter stating your Plan start date, benefits and other parties covered under this Plan; Terms and Conditions and Claims Plan documents; an Insurance Plan Document and a guide on submitting claims and receipts.

**You, Your** - You, as well as any Partner and Insured Children who are insured by this Plan.





## Contacting the Transport Friendly Society

### Head Office:

Transport Friendly Society Limited  
3rd Floor, Derbyshire House  
St Chad's Street  
London WC1H 9AG

T: 020 7833 2616

F: 020 7833 4426

W: [www.tfs.uk.com](http://www.tfs.uk.com)

E: [info@tfs.uk.com](mailto:info@tfs.uk.com)

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