# Policy booklet for group schemes

This policy booklet is for the following private medical insurance group schemes.

- Santé by Groupama Healthcare
- Carte Blanche
- Classic
- Club

Crystal
Mark
18864
Clarity approved by
Plain English Campaign

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# 1. Private medical insurance with Groupama Healthcare

## 1.1 Important words
Words that are printed in bold throughout this document have a particular meaning. There is a full list of all defined words in part 3 of this policy booklet.

## 1.2 The purpose of medical insurance
Private medical insurance covers the cost of private medical **treatment** that an **insured person** needs as a result of suffering an unexpected **acute condition**.

## 1.3 What we cover
**We** will pay the reasonable cost of **treatment** an **insured person** receives for an **acute condition** during a **period of insurance**, in line with the cover shown in **your** policy documents, as long as:
- the **treatment** is medically necessary;
- the **insured person** has been referred for **treatment** by their **GP**;
- the **policyholder's** premiums are up to date;
- **your policy** is in force at the time of **treatment**; and
- no exclusion applies.

If an **insured person** receives **treatment** in a hospital, that hospital must be on the relevant hospital list and be within their level of cover. If not, **we** will not pay the full costs.

## 1.4 What we don't cover
**Your policy** does not cover all private medical **treatment** costs and there are treatments and conditions **we** do not cover (exclusions).

Both of the following types of exclusion apply to **your policy**.
- Benefit exclusions
  These are exclusions that relate specifically to **your policy** and are shaded in part 6 of the member's guide.
- Policy exclusions
  These are exclusions that apply to all policies. They are summarised in part 8 of the member's guide. A full list of all policy exclusions is given in part 6 of this policy booklet.

## 1.5 Pre-existing medical conditions

**We** do not pay for **treatment** of **pre-existing conditions** and **related conditions**. These are medical conditions that an **insured person** had suffered from before their cover with **us** started.

**We** will not cover a medical condition that an **insured person** has suffered from within the five-year period before their cover with **us** started unless **we** have agreed to cover that condition.

For more information on cover for **pre-existing conditions**, please see part 7 of this policy booklet.

## 1.6 Policy documents

**Your** policy documents are the policy booklet, membership certificate, member's guide and hospital list. Together these documents set out the specific cover given by the **group secretary** to each **insured person** under **your policy**.

- Membership certificate
  This shows the personal details of each **insured person** included on **your policy**, the level of cover provided, whether **pre-existing conditions** are covered, and any **special terms** or limits that apply.
- Member's guide
  This summarises the cover provided by **your policy** along with any limits and terms and conditions that apply to any of the benefits.
- Policy booklet
  This gives the full terms and conditions of the insurance contract.
- Hospital list
  This lists the hospitals available under **your policy**.

**We** will send **you** a new membership certificate at the start of each **period of insurance** or whenever a change is made to **your policy**. **You** must check **your** membership certificate carefully to make sure it is accurate and let the **group secretary** know about anything that needs to be corrected.

# 2. Protecting personal information

The information **we** receive in connection with a policy or a claim will be held and processed for the purposes of:

- providing and managing the insurance;
- processing claims (including dealing with the **insured person's GP**, **specialist** or any other medical professional involved in their **treatment**);
- processing claims that are also covered by another insurer or are related to a claim against another person or organisation;
- processing claims for medical **treatment** and other insured events overseas;
- providing advice and counselling services; and
- producing statistics to help **us** assess how a **group scheme** is used.

In some circumstances, **we** may need to provide personal information outside the European Union. **We** will only do this if it is absolutely necessary (for example, for **us** to approve a claim or arrange **treatment** while an **insured person** who has travel insurance with **us** is overseas). In such cases, **we** will only provide the minimum amount of information necessary for the **treatment** or claim to go ahead.

To help the **policyholder** review the **group scheme**, **we** will include details of claims **we** have paid under the **group scheme** in statistical reports **we** send to the **group secretary**. However, **we** will not give medical information to anyone unless **you** have given **us** permission or **we** are allowed to by law.

An **insured person** would give their permission by signing the application form and any claim form. Sometimes **we** may be able to process the policy or claim without the **insured person** signing a form. If so, the **insured person** will still be considered as having given their permission.

An **insured person** can ask for a copy of the information **we** hold about them (there is an administration charge for this) and to have **us** correct any mistakes in the information.

### Preventing and detecting fraud

To protect the interests of **our** policyholders, and to prevent and detect fraud, at any time **we** may:

- share information about an **insured person** with other organisations and public bodies including the police;
- check the details fraud-prevention agencies hold about an **insured person**; and
- carry out credit searches and searches of databases set up by the insurance industry to identify fraud.

If **you** provide false or inaccurate information and **we** suspect fraud, **we** will pass details to fraud-prevention agencies to prevent fraud and money laundering. In these circumstances, **your policy** may be cancelled, **we** will not pay the claim and **we** may report the matter to the police.

Please see **our** website at www.groupamahealthcare.co.uk/fraud for more details of how **we** can use the information held by fraud-prevention agencies. **We** can give **you** more details of the records **we** check or provide information to.

# 3. Definitions

Words or terms that appear in bold print in this policy booklet or the member's guide have the meanings given below.

**Accidental dental injury**
A tooth or teeth being broken or knocked out as a result of:
- a sudden, unexpected, violent and direct blow to the jaw; or
- biting on an unexpected hard item in food (for example, stones in sandwiches or in fruit sold as not having stones).

**You** must be able to tell **us** exactly when, where and how the injury was caused.

**Active cancer treatment**
**Treatment** that intends to affect the growth of the **cancer** by shrinking it, stabilising it or slowing the spread of the disease, not **treatment** given only to relieve symptoms.

**Acute condition**
A disease, illness or injury that is likely to respond quickly to **treatment** which aims to return the **insured person** to the state of health they were in immediately before suffering the disease, illness or injury or which leads to their full recovery.

**Cancer**
A malignant tumour, tissues or cells, characterised by the uncontrolled growth and spread of malignant cells and invasion of tissue.

**Chronic condition**
A disease, illness or injury that has one or more of the following characteristics:
- it needs ongoing or long-term monitoring through consultations, examinations, check-ups or tests;
- it needs ongoing or long-term control or relief of symptoms;
- it requires the **insured person's** rehabilitation or for them to be specially trained to cope with it;
- it continues indefinitely;
- it has no known cure; or
- it comes back or is likely to come back.

**Commencement date**
The date from which an **insured person** was included under **your policy**, as shown on **your** membership certificate.

**Company application form**
A document setting out the basis on which the **group scheme** should be set up including the level of cover given to each **insured person**.

**Daypatient**
A patient who is admitted to a hospital or daypatient unit because they need a period of medically supervised recovery but does not occupy a bed overnight.

# 3. Definitions *continued*

**Diagnostic tests**
Investigations, such as x-rays or blood tests, to find or to help find the cause of the **insured person's** symptoms.

**GP (General Practitioner)**
A doctor registered in the **UK** who is currently in general practice and who the **insured person** is registered with as a patient.

**Group scheme**
An insurance contract between **us** and the **policyholder**, created when the **group secretary** signs the **company application form** on behalf of the **policyholder** and **we** accept the **group scheme** in writing.

**Group secretary**
A named contact the **policyholder** has chosen to run the **group scheme** on its behalf.

**Inpatient**
A patient who is admitted to hospital and who occupies a bed overnight or longer for medical reasons.

**Insured person**
Anybody shown on **your** membership certificate as insured on the **group scheme** under **your policy**.

**Outpatient**
A patient who attends a hospital, consulting room or outpatient clinic and is not admitted as a **daypatient** or an **inpatient**.

**Period of insurance**
This is either:
- from the **commencement date** until the day before the renewal date;
- 12 months from the renewal date; or
- any other period **we** and the **group secretary** agree to.

**Policy**
**Our** record of **your** membership of a **group scheme** that has been authorised by the **group secretary**. The terms and conditions of the cover an **insured person** has under **your policy** are set out in **your** policy documents.

**Policyholder**
The company, unincorporated firm or partnership represented by the **group secretary**.

**Pre-existing condition**
Any disease, illness or injury for which:
- an **insured person** has received medication, advice or **treatment**; or
- an **insured person** has experienced symptoms;

whether the condition has been diagnosed or not in the five years before the **commencement date** of the **insured person's** cover.

**Related condition**
A symptom, illness or injury which a medical professional considers to be the cause of or arising from the illness or injury that needs **treatment**.

**Specialist**
A medical practitioner recognised by **us**, in writing, as a **specialist** in a specific branch of medicine and who:
- holds a full current registration with the General Medical Council (GMC);
- is licensed to practise medicine by the GMC;
- is included in the specialist register kept by the GMC for their relevant speciality; and
- holds, has held or would be allowed to hold a consultant position, in their relevant speciality, in an NHS hospital.

**Special term**
Any change to the terms listed in the policy booklet or member's guide, as shown on **your** membership certificate. This can take the form of:
- a specific **pre-existing condition** not being covered;
- an extra premium to cover a **pre-existing condition** (this must be agreed by the **group secretary**); or
- any other change to **our** standard terms and conditions.

**You** can ask **us** to reconsider any **special term** within the first 30 days of each **period of insurance**.

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

**UK (United Kingdom)**
Great Britain and Northern Ireland including, for the purpose of this policy, the Channel Islands and the Isle of Man.

**We / us / our**
Groupama Insurance Company Limited trading as Groupama Healthcare.

**You / your / member**
The first **insured person** named on a membership certificate and who is either:
- a director, partner, proprietor or employee of the **policyholder**; or
- any other person the **group secretary** has allowed to be included in the **group scheme** with **our** permission.

# 4. Making a claim

## 4.1 The general claims process

**Our** claims helpline aims to make the process of making a claim as simple as possible. **Our** team can answer any questions or concerns an **insured person** may have about their claim in a caring, quick and efficient way.

a. If an **insured person** is feeling unwell or suffering from any injury, they must first see their **GP** for advice.

b. If the **insured person's GP** suggests they need **treatment** from a **specialist** or other medical professional, they should tell the **GP** that they have medical insurance and that private **treatment** would be preferred.

c. The **insured person** must then call **our** claims helpline to find out whether their condition and the **treatment** they need are covered and any limits that apply.

d. **We** will ask the **insured person** a number of questions about their condition and proposed **treatment**. If **we** accept the claim, **we** will give them a claim number.

e. Occasionally **we** may ask the **insured person** to fill in a claim form before **we** can confirm cover.

f. At the **insured person's** first appointment with the **specialist** or other medical professional, they should give their claim number and any other correspondence from **us** about the claim. They may find it helpful to take their policy documents with them as well.

g. During the first appointment, the **specialist** will talk to the **insured person** about the best way of treating their condition.

h. When the **insured person** has more information about the **treatment** the **specialist** is recommending, they must contact **our** claims helpline again so **we** can confirm whether or not the **treatment** is covered by **your policy**.

i. If hospital **treatment** is needed, the hospital will usually need the **insured person's** insurance details, including the policy number and the name and address of the insurance company, so they can send their invoices direct to **us**.

j. The **specialist**, medical professional or hospital will usually send their invoices direct to **us**. If the **insured person** receives any invoices, they must send them to **us** immediately.

k. **We** prefer to pay all invoices direct. If the **insured person** pays any invoice themselves, they must send **us** the original invoice, clearly marked as being paid, along with a written request for a refund. **We** will make any refund by sending **you** a cheque.

l. **You** must pay any excess or co-insurance contribution (see part 8 of this policy booklet) direct to the **specialist** or hospital.

### 4.2 Dual insurance claims

If an **insured person** has any other insurance that may also provide cover for medical expenses, **we** will only pay **our** share of the claim. This is usually referred to as dual insurance, although the legal term is 'contribution'.

If a claim involves dual insurance, the **insured person** must give **us** full details of their other policy, including the name and address of the other insurance company, their policy and claim number, and any other relevant information.

**We** will contact the other insurer and agree the claim settlement based on each insurer paying its share of eligible costs. The combined payments cannot be more than the total costs.

### 4.3 Third-party claims

If the **insured person's** illness or injury was caused or made worse by someone else (a third party), **we** have a legal right to recover **our** costs from that person. This is usually referred to as a third-party claim, although the legal term is 'subrogation'.

In this situation, the **insured person** must immediately tell **us** and give **us** the details of any solicitor acting for them. **We** will then write to the **insured person** setting out the process they should follow.

The **insured person** must help **us** by providing all the information and help **we** reasonably need to make that third-party claim.

### 4.4 Fraudulent claims

If **we** think a claim is fraudulent or exaggerated, **we** will not pay that claim and **we** can report the matter to the police.

**We** can cancel **your policy**. All cover will then end and **you** must return any payments **we** have already made.

**We** may also take other action **we** have a legal right to take.

# 5. Membership

### 5.1 Who can be covered under the group scheme?

The **group secretary** decides who can join the **group scheme**. The following people can be included.

- **You**.
- **Your** partner (someone **you** are married to or have a civil partnership with, or someone **you** live with as if **you** were their husband, wife or civil partner). If **you** want to include a partner **you** are not married to or in a civil partnership with, **your** partner must permanently live at the same address as **you**.
- **Your** or **your** partner's children (including adopted children who live at the same address as **you**). Children can be covered under **your policy** until the end of the **period of insurance** during which they become 25, get married, move to their own address or become able to support themselves financially, whichever is earlier.

Each **insured person** must permanently live in the **UK**. If an **insured person** moves abroad, **you** must tell **us** immediately as **we** will need to end the **insured person's** cover.

### 5.2 Adding dependants to a policy

**You** can add a dependant (a partner or child) to **your policy** by filling in an application form and sending it to **your group secretary** for them to send to **us**.  Cover for the new dependant will start from the first day of the month after **we** receive the application form. **We** will send **you** a new membership certificate to confirm any **special terms** that apply to their cover. **We** may also charge an extra premium.

### 5.3 Newborn babies

**You** can add a newborn baby to **your policy** without having to supply any medical evidence as long as **we** are told within three months of the child's birth. Otherwise **you** will need to fill in an application form and **special terms** may apply.

### 5.4 When a child reaches the age of 25

A dependant child will be removed from **your policy** at the end of the **period of insurance** during which they reach the age of 25.

### 5.5 When your policy will end

**Your policy** under the **group scheme** will end when:

- **you** stop being employed by the **policyholder**;
- **you** move abroad; or
- **we** or the **group secretary** cancel **your policy** or the **group scheme**.

Once **your policy** under the **group scheme** ends, the cover for any other **insured person** on **your policy** will end at the same time.

Once **your policy** ends or has been cancelled, **we** will not pay the costs of any further **treatment** an **insured person** receives after the cancellation date, even if:

- the claim had already started before **your policy** was cancelled;
- the **insured person** is in the middle of a course of **treatment**; or
- **we** have already been told about further **treatment**.

If **you** die, **we** will cancel **your** partner's and children's cover on the first of the month after **your** death.

### 5.6 Transferring cover to an individual policy

**We** will give the following people the opportunity to transfer to an individual policy.

- Members leaving or retiring from the **policyholder**, as long as they apply at the time their employment ends.
- Children who have reached the age of 25, as long as they apply at the end of the **period of insurance** during which they reach the age of 25.
- **Your** partner, after **your** death, as long as they apply at the end of the month during which **you** died.

**We** will not give the following people the opportunity to transfer to an individual policy.

- Members who are not employees of the **policyholder** or who **we** have not previously agreed to accept as members.
- Members of a **group scheme** who have not left the employment of the **policyholder** if the **group scheme** transfers to another insurer from **us**.

If **your** partner and children are currently insured under **your policy**, their cover can also be transferred to **your** individual policy as long as there is no break in cover and the individual policy is in, and stays in, **your** name.

A transfer is only available if:

- the person who wants an individual policy applies within 21 days after cover under their **group scheme** ends;
- the individual policy starts as soon as their cover under the **group scheme** ends; and
- the individual policy is arranged through an agent or advisor who is authorised and regulated by the Financial Services Authority. **We** cannot offer insurance direct to customers.

Other conditions may apply, so please contact **us** for more details or help in finding an appropriate agent or advisor.

# 6. Policy exclusions – what is not covered?

This part lists the policy exclusions that apply to all **our** policies. However, some policies may include cover for some exclusions, depending on the specific cover provided. This will be shown in **your** policy documents.

As well as the policy exclusions listed below, there are also benefit exclusions that apply to **your** cover. These are shaded in part 6 of the member's guide.

### 6.1 AIDS and HIV

**We** do not pay for treatment arising from or related to Human Immunodeficiency Virus Infection (HIV) or Acquired Immunodeficiency Syndrome (AIDS) or **related conditions**.

### 6.2 Alcohol abuse, substance abuse and addiction

**We** do not pay for treatment of alcohol, solvent or drug abuse, or addictions of any kind, or medical conditions arising from such abuse or addiction.

### 6.3 Allergies

**We** do not pay for treatment for any allergic condition or disorder, or to make a patient less sensitive to the things that cause allergic reactions.

### 6.4 Behavioural and developmental problems and learning difficulties

**We** do not pay for treatment, including investigations and assessments, related to behavioural problems such as ADD and ADHD (commonly known as 'hyperactivity') or developmental problems and learning difficulties such as dyslexia, dyspraxia, autism, slow learning, speech and language delay or slow growth.

### 6.5 Birth control, conception, sexual problems and sex change

**We** do not pay for:

- any form of contraception including vasectomy and sterilisation (and having it reversed);
- treatment directly or indirectly arising from not being able to conceive, infertility, low fertility or any form of assisted reproduction, including IVF;
- treatment for, resulting from or related to sex change (gender reassignment); or
- treatment arising from or related to investigating and treating sexual problems, impotence or sexually transmitted diseases.

### 6.6 Chronic conditions

**We** do not pay for treatment of a **chronic condition**.

### 6.7 Cosmetic, reconstructive or weight-loss surgery

**We** do not pay for cosmetic or reconstructive treatment, whether or not it is needed for medical or psychological reasons, or any medical condition arising from that treatment, including:

- treatment carried out in order to alter or improve appearance, such as a facelift;
- removing healthy, non-diseased tissue or fat tissue;
- weight-loss surgery including gastric banding, gastric by-pass and liposuction;
- breast enlargement or reduction including surgery for gynaecomastia (a condition causing enlargement of male breasts); or
- putting right past cosmetic or reconstructive surgery.

**We** will pay for surgical **treatment** to restore appearance if the **treatment** is needed as a result of an accident and the **treatment** takes place within 12 months of the date of the accident.

### 6.8 Deafness
**We** do not pay for treatment (including hearing aids and cochlear implants) for or arising from deafness that was present from birth.

### 6.9 Dental treatment
**We** do not pay for any dental treatment, including:
- treatment involving dental implants;
- repairing or replacing damaged teeth, including crowns, bridges and dentures;
- cosmetic dental treatment, such as bleaching or teeth whitening; or
- orthodontic treatment (aligning teeth), periodontal treatment (treatment of gum disease such as gingivitis) and procedures related to such treatment.

### 6.10 Dialysis
**We** do not pay for kidney dialysis except for short-term dialysis associated with sudden kidney failure arising out of an **acute condition**.

### 6.11 Drugs, dressings and equipment
**We** do not pay for:
- drugs, medicines or dressings that an **insured person** takes home after **treatment** (for example, painkillers and bandages);
- surgical, medical or dental equipment (for example, neck supports, shoe implants and braces, including orthodontic braces and dentures);
- hearing aids;
- contact lenses and glasses; or
- mobility aids such as wheelchairs and crutches.

### 6.12 Eating disorders
**We** do not pay for treatment of eating disorders such as anorexia or bulimia, or any kind of medical condition arising from such a disorder.

### 6.13 Experimental and unlicensed drugs and treatment
**We** do not pay for:
- treatment that has not been approved by the National Institute of Clinical Excellence (NICE) for use within the NHS;
- treatment that is not in regular use, or has not been recognised as good practice, within several NHS hospitals;
- treatment that we consider to be experimental, that has not been proven to be clinically effective and for which there is not enough scientific evidence of its safety; or
- treatment using drugs that are not recognised and licensed in the UK for treating the condition involved.

# 6. Policy exclusions – what is not covered? *continued*

### 6.14 Eyesight problems
**We** do not pay for treatment, including laser eye surgery, given to correct myopia (short-sightedness), hypermetropia (long-sightedness), astigmatism and other eyesight and vision disorders.

**We** will pay for **treatment** of eyesight problems arising out of an **acute condition**, such as cataracts and detached retina.

### 6.15 HRT and bone densitometry scans
**We** do not pay for:
- hormone replacement therapy (HRT); or
- bone densitometry scans (scans to measure the density of bones), unless the scan is needed to investigate the symptoms of an **acute condition**.

### 6.16 Pre-existing conditions
**We** do not pay for the **treatment** of any **pre-existing condition** or **related condition**. More information on how **we** may accept **pre-existing conditions** is given in part 7 of this policy booklet.

### 6.17 Pregnancy and childbirth
**We** do not pay for:
- treatment of pregnancy or childbirth, including Caesarean section;
- ending a pregnancy, unless this is essential for medical reasons and is approved by **our** medical advisor;
- treatment during the first 91 days after the birth of a child who was conceived by IVF or any other method of assisted reproduction; or
- surgery on foetuses.

**We** will pay for the **treatment**, care and monitoring a premature baby needs in the first 28 days after being born.

### 6.18 Preventative treatment
**We** do not pay for preventative treatment, such as surgery to remove one or more organs (such as the breasts and ovaries) where there is no sign of **cancer** if the removal is to prevent future development of **cancer** in that organ.

### 6.19 Psychiatric treatment
**We** do not pay for the treatment of any psychiatric condition.

### 6.20 Puberty and menopause
**We** do not pay for the treatment of conditions (including psychiatric conditions) associated with the natural process of puberty or the menopause, unless they are symptoms of an underlying **acute condition** that can be cured by **treatment**.

### 6.21 Rehabilitation, convalescence, and general nursing care
**We** do not pay for rehabilitation, convalescence or occupational therapy or for treatment received in a health hydro, nature cure clinic or similar establishment, or in a private bed registered as a nursing home and attached to or run by such an establishment.

### 6.22 Screening and preventative measures

**We** do not pay for:

- routine, precautionary or voluntary medical examinations or fitness testing;
- dental check-ups, hearing tests or eyesight tests; or
- vaccinations, including travel vaccinations, screenings and treatment carried out as a preventative measure and not connected with **treatment** of an

**acute condition**.

### 6.23 Self-inflicted illness or injury

**We** do not pay for:

- treatment needed as a direct or indirect result of self-inflicted illness or injury, or attempted suicide;
- treatment directly or indirectly arising from taking part in professional sports (sport that the **insured person** receives payment or sponsorship for), unless **we** agreed, in writing, to provide this cover;
- treatment of injuries caused by deliberately taking part in criminal activity or public disorder (for example, driving under the influence of alcohol); or
- treatment resulting from a road accident where the **insured person** was not wearing a crash helmet, seat belt or suitable child restraint as required by law.

### 6.24 Sleep problems and disorders

**We** do not pay for treatment relating to sleep apnoea (temporarily stopping breathing during sleep), snoring, insomnia and other sleep-related disorders.

### 6.25 Transplants

**We** do not pay for treatment involving any form of transplant surgery, including organ transplant, bone-marrow transplant, stem-cell transplant, organ prosthesis (such as an artificial heart or lung) and transplant of body parts. **We** will cover skin grafts when carried out as part of the **treatment** of an **acute condition**.

### 6.26 Treatment overseas

**We** do not pay for treatment provided outside of the **UK** or to any **insured person** living outside the **UK** unless **we** have agreed, in writing, to provide this cover.

### 6.27 Unqualified or unrecognised specialists, therapists and complementary medicine practitioners

**We** do not pay for treatment provided by a **specialist**, therapist, complementary medicine practitioner or any other medical professional who is not recognised by **us** as having specialised knowledge of, or expertise in, the treatment of the relevant disease, illness or injury, or who is not a member of their recognised professional body or Health Professions Council (HPC) as required by current **UK** law.

### 6.28 War, radioactive contamination and natural disasters

**We** do not pay for treatment of any illness or injury resulting directly or indirectly from:

- acts of terrorism, war, invasion, riot, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution or similar event;
- contamination by radioactivity from any nuclear material or from burning nuclear fuel, or for treating any complication or condition (whenever occurring) directly or indirectly arising from radioactive contamination; or
- earthquakes, hurricanes, floods and other natural disasters.

# 7. Pre-existing medical conditions

As with any type of insurance policy, cover is only provided for unexpected events rather than events that can be predicted or are certain to happen.

As with most other private medical insurers, **we** do not pay for the **treatment** of **pre-existing conditions** - medical conditions that an **insured person** suffered from before their insurance cover with **us** started.

Any medical condition (including conditions that cause or arise from that medical condition) that an **insured person** has experienced within the five years before the start of their cover with **us** will not be covered.

There are circumstances when **we** will accept a **pre-existing condition**. There are a number of methods **we** can use to cover **pre-existing conditions** and these are explained below.

### 7.1 Full medical underwriting (FMU) and reduced medical underwriting (RMU)

**We** do not pay for the **treatment** of any **pre-existing condition** or **related condition** unless **we** were told about that medical condition in the **insured person's** application form and **we** have not added a **special term** to the membership certificate to state that the **pre-existing condition** or **related condition** is not covered.

If, during a claim, **we** believe that an **insured person** is receiving **treatment** for a **pre-existing condition** that was not reported to **us** on the application form, **we** can:

- withdraw or suspend any agreement **we** may have already given to cover the costs of **treatment** for that condition; and
- get more information about that condition from the **insured person**, their **GP**, their **specialist** or any other medical professional involved in their **treatment**.

When **we** receive that extra information, if **we** think that the **insured person** did not provide all the information they knew at the time they filled in the application form, **we** can apply additional **special terms** to the **insured person's** cover from their **commencement date** and reconsider the claim in light of the new **special terms**.

If the claim is no longer eligible as a result of the new **special terms**, **we** will recover from **you** any payments **we** have already made for that claim.

If **we** think that an **insured person** deliberately failed to provide information so they could get cover they knew they were not entitled to, **we** may take any action **we** have a legal right to take.

## 7.2 Continued personal medical exclusions (CPME)

If an **insured person's** cover has transferred to **us** from another insurer's policy which full medical underwriting or reduced medical underwriting applied to, **we** will cover all **pre-existing conditions** unless the membership certificate says otherwise.

If an **insured person's** previous policy included personal medical exclusions, these will continue under the policy with **us** and will be shown on the membership certificate.

The rules and benefits of the cover with **us** may be different from those of the previous policy. Transferring to **us** does not mean an **insured person** can claim the same benefits as those on the previous policy. They must call **our** claims helpline before receiving any further medical treatment to make sure they are covered.

## 7.3 Moratorium – excluding all pre-existing conditions

**We** do not pay for the **treatment** of any **pre-existing condition** or **related condition** an **insured person** has:

- received medical advice or **treatment** for;
- taken medication for; or
- had symptoms of;

during the five years before their **commencement date**.

If the **insured person** does not receive medical advice or **treatment** for, take medication for or experience symptoms of the **pre-existing condition** or **related condition** for a full two-year period after their **commencement date**, cover for that **pre-existing condition** or **related condition** may then be available under **our** terms and conditions. This period is known as the moratorium.

If an **insured person** receives further medical advice, **treatment** or medication or experiences further symptoms of that condition at any time within the two-year period, the moratorium period will start again.

Any medical condition that needs regular **treatment** or medical advice will never be covered.

If an **insured person's** cover has transferred to **us** from another insurer's policy which had a moratorium period, **we** will take over the remaining moratorium period. **Our** benefits, terms and conditions, as set out in the policy documents, will apply to any claim.

## 7.4 Medical history disregarded (MHD)

**We** will cover all **pre-existing conditions** and **related conditions**, in line with **our** benefits, terms and conditions.

# 8. Excesses and co-insurance

## 8.1 Excesses

An excess is an amount the **insured person** must pay towards a claim. A range of different excesses is available and they will apply to each **insured person** on a policy. If **your policy** does include an excess, it will be shown on **your** membership certificate. The excess type and amount can be different for each **insured person**.

**a. Excess type – per insured person, per period of insurance**

If an excess is 'per **insured person**, per **period of insurance**', an **insured person** only pays it once during a single **period of insurance**, regardless of how many claims they make during that **period of insurance**. For example, if an **insured person** makes three claims for three separate medical conditions during one **period of insurance**, **we** will only apply one excess which **we** will take off the invoices **we** receive for the first claim.

**b. Excess type – per claim, per insured person, per period of insurance**

If an excess is 'per claim, per **insured person**, per **period of insurance**', an **insured person** pays the excess at the start of a claim for each new condition during a **period of insurance**. For example, if an **insured person** makes three claims for three separate medical conditions during the same **period of insurance**, they must pay an excess for each claim.

**c. Treatment that spans two periods of insurance**

Regardless of the type of excess, the excess will have to be paid again at the beginning of each **period of insurance**, even if the claim started in a previous **period of insurance** and **treatment** is ongoing. This means that another excess will be paid for a course of **treatment** that starts in one **period of insurance** and continues into the next.

If **you** pay an excess for **treatment** costs that normally have a maximum limit, **we** will not take the excess **you** pay off the amount of the limit.

**You** must pay any excess direct to the relevant provider. **We** cannot accept personal cheques from **you**.

**You** do not need to pay an excess towards any claim for NHS cash benefit or maternity cash benefit.

If an **insured person** has transferred from another insurer or from another policy provided by **us**, the benefits, terms and conditions of the new policy will apply. This may mean that an excess now applies to an **insured person's** claim that did not apply under the previous policy, or that the amount or type of excess has changed.

## 8.2 Co-insurance

Co-insurance means the **insured person** and **we** each pay a percentage of the cost of **treatment**.

If the **group secretary** has asked **us** to apply a co-insurance to any or all of the benefits on **your policy**, this will be shown on **your** membership certificate.

**Your** policy documents will show what percentage of the costs the **insured person** must pay for each claim and this can be different for each **insured person**.

The total amount of co-insurance an **insured person** must pay during a single **period of insurance** will be limited to a total amount. This limit is shown on **your** membership certificate.

If **you** pay a co-insurance for **treatment** costs that normally have a maximum limit, **we** will not take the co-insurance **you** pay off the amount of the limit.

**You** must pay **your** co-insurance payment direct to the relevant provider. **We** cannot accept personal cheques from **you**.

**You** will not have to pay a share of any claim for NHS cash benefit or maternity cash benefit.

# 9. General conditions

These general conditions apply to the whole **group scheme**. To be covered under the **group scheme**, the **policyholder** and each **insured person** must keep to the full terms and conditions set out in the policy documents.

### 9.1 About the insurance contract

**Your** policy is part of a **group scheme** the **policyholder** has with **us** to provide cover for an **insured person's** eligible medical expenses. There is no legal contract between **you** and **us**, and **we** or the **policyholder** can change or cancel **your policy** without permission from any **insured person**.

The contract is between **us** and the **policyholder**, and no other person, including any **insured person**, has rights under the Contracts (Rights of Third Parties) Act 1999 to enforce this contract or any part of it.

If **we** do not enforce, or **we** delay in enforcing, any of the terms, conditions and exclusions of this contract, this will not prevent **us** from enforcing the terms, conditions or exclusions later.

### 9.2 Rights and responsibilities

a) Each **insured person** must:
- keep to the terms and conditions of **your policy** and the **group scheme**;
- take reasonable care to protect themselves against disease, illness and injury, and follow the medical advice given during a course of **treatment**; and
- make sure that as far as they know and believe, any information given to **us** in connection with their cover or any claim is true, accurate and complete. If **we** later find out that an **insured person** has misled **us** by giving false or incomplete information, **we** can cancel their cover or apply new or different **special terms** to reflect the correct information.

b) **You** must tell **us** if **you** change **your** address as **we** will send details of **your policy**, including any changes to it, to **your** last-known address. The changes will apply even if **you** do not receive the details **we** send **you**.

c) An **insured person** cannot transfer their cover under **your policy** to anyone else.

d) **We** will provide the cover set out in **your** policy documents for the **period of insurance** the **policyholder** has paid (and **we** have received) the premium for.

### 9.3 Policy term and paying premiums

Unless **we** have agreed otherwise, the **group scheme** will last for 12 months. The **policyholder** must pay an annual premium, although **we** may allow this to be paid in instalments. The **policyholder** is responsible for making sure the premium is paid on time, regardless of any arrangements **you** and the **policyholder** have for **you** paying **your** contribution from **your** salary or by any other method.

If any premium is not paid on time, **we** will suspend payment of claims until the overdue premium is paid in full.

## 9.4 Cancellation

**We** will not cancel a **group scheme** because of the number or value of claims made by any **insured person**, but **we** may cancel or change a **group scheme** or an **insured person's** cover if the **policyholder** or **insured person** has:

- not paid any premium within 30 days of the date it was due to be paid (**we** may agree to start cover again if the premium is then paid within the next 30 days);
- misled **us** by giving false or incomplete information;
- knowingly claimed benefits for any purpose other than as are provided for under **your policy**;
- helped anyone make a fraudulent claim; or
- not kept to the terms and conditions of this contract, or not acted honestly.

**We** can backdate this cancellation or change if appropriate.

If **we** cancel a **group scheme** for any of the reasons above, **we** will send written notice to the **policyholder's** last-known address. **We** will not refund any premium and **we** will recover any claims **we** have paid.

If the **group secretary** cancels a **group scheme** during a **period of insurance**, **we** will not refund any premium already paid. If the premium is paid in instalments, the **group secretary** must pay the rest of the annual premium to **us**.

An **insured person's** cover will end immediately when they are no longer included in the **group scheme**.

The **policyholder** must, as soon as reasonably possible, tell each **member** about:

- the end of their cover, and their partner's and children's cover, if the **member** is no longer to be included in the **group scheme**; and
- the end of their cover, and their partner's and children's cover, if the **group scheme** is cancelled.

## 9.5 The law and language applying to this policy

The insurance contract between the **policyholder** and **us** is governed by the laws of England and Wales. Any claims or disputes arising in connection with the insurance contract can only be decided by the courts of England and Wales. (That is, the courts of England and Wales have what is known as 'exclusive jurisdiction'.)

The language used in the contract, and any communication relating to it, will be English.

# 10. Advice and information helpline

**We** offer all **our** members free access to an advice and information helpline provided by Counselling in Companies (CiC). The service is also available to **your** partner and any children living with **you**.

The helpline is run by trained counsellors who are there to help if **you** need information or advice about emotional issues or want to talk about problems in **your** life. **You** can benefit from simply talking with the counsellor or **you** may want to receive more specialist support. Whatever the situation, CiC can help or put **you** in touch with an expert who can help **you** with the problems **you** are facing.

## 10.1 Some common questions and answers

### a. Is the service really confidential?

Yes. All counsellors must keep to a professional code of ethics under which they must respect the privacy of any person who calls the helpline.

If **you** contact the helpline, **you** will be asked for the reference number given on **your** membership certificate and the name of the **policyholder**. **You** do not have to give **your** name or department and **you** do not have to tell anybody else **you** have used the service.

In exceptional circumstances, the helpline may have to give information to a relevant third party, but they would always try to discuss this with **you** first.

### b. Is the service really free?

All the counselling services provided over the phone by CiC are available completely free of charge. However, if the counsellor refers **you** to a specialist organisation for face-to-face counselling, there may be some costs **you** have to pay.

### c. How often can I use the service?

**You** can use the service as often as **you** need to. There is no limit on the number of calls **you** can make, but the helpline is only available from 8am to 8pm.

### d. Can my employer make me contact the service?

No. It is up to **you** to decide whether or not **you** want to use the service.

### e. Do I have to discuss personal concerns with my employer?

This service is completely independent from **your** employer and does not replace **your** HR department or line manager. **You** do not have to discuss **your** personal concerns with **your** employer, but **you** may find it helpful to discuss these issues with them if they are affecting **your** wellbeing.

### f. Can any member of my family use the service?

The only people entitled to use this service are **you**, **your** partner and any children aged 18 to 25 living with **you**.

### 10.2 Who is 'Counselling in Companies'?

**Our** advice, information and counselling service is provided by Counselling in Companies (CiC). CiC was founded in 1988 and provides a service to over 250,000 employees and their families throughout the **UK**.

CiC is a subsidiary of Wpf Counselling & Psychotherapy, a registered charity and one of the largest general counselling agencies in the **UK**. It is a leading trainer of counsellors and psychotherapists. CiC is non-profit-making and uses any money it receives to continue Wpf's work. It is independent of any religious or political belief.

### 10.3 Privacy policy statement

**We** provide personal information to CiC so it can provide its advice, information and counselling service. All counsellors must keep to a strict code of ethics which means that they must not give any personal details to a third party unless they have to by law or in the specific circumstances described below.

Details of any counselling given and personal details collected are kept confidential by staff and counsellors. In extreme situations, where there is:

- a risk to the caller or to other people;
- suspected ongoing child abuse; or
- suspected terrorist activity;

the helpline may have to give information to a relevant third party (such as the police or social services). However, they would always try, wherever possible, to discuss this with the caller first.

All personal information CiC collect will be used only to provide this service. However, **we** do collect statistics about people CiC have provided support to so that the **policyholder** can assess the quality of the service received by their employees. Any feedback CiC gives to the **policyholder** does not name any person and is carefully monitored to make sure that nobody can be identified from that feedback at any time.

# 11. Our customer-care policy

**Step 1**
We are committed to treating our customers fairly. However, we realise that there may be times when things go wrong. If this happens, please use the most suitable contact from the following list. Please tell them your name and your claim number or policy number and the reason for your complaint.

We may record phone calls.

**For complaints about claims, contact the Healthcare Claims Manager at:**
Groupama Healthcare
The Nexus Building
Broadway
Letchworth Garden City
Hertfordshire
SG6 3TE.
Phone: **0333 633 9001**
Fax: **0333 633 9009**
Email: **healthclaims@groupama.co.uk**

**For complaints about policy administration and documents, contact the Director of Healthcare at:**
Groupama Healthcare
The Nexus Building
Broadway
Letchworth Garden City
Hertfordshire
SG6 3TE.
Phone: **0333 633 9002**
Fax: **0333 633 9010**
Email: **healthmembers@groupama.co.uk**

**Calls to 03 numbers will cost no more than the cost of a call to an 01 or 02 number in the UK.**

**Step 2**
**If you are not happy with our response to your complaint, please write to our Chief Executive at:**
Groupama Insurances
6th Floor
One America Square
17 Crosswall
London
EC3N 2LB.
Phone: **0870 850 8510**

**Calls to 0870 numbers will cost no more than a call to an 01 or 02 number in the UK. Calls from mobile phones may cost more.**

We promise to:

- acknowledge your complaint within five days of receiving it;
- have your complaint reviewed by a senior member of staff;
- tell you the name of the person managing your complaint; and
- respond in full to your complaint within 28 days. If this is not possible for any reason, we will write to you to explain why we have not been able to settle the matter quickly. We will also let you know when we will contact you again.

**Step 3**
**Financial Ombudsman Service**

If you are still not happy with our final decision, you may be able to pass your complaint to the Financial Ombudsman Service (FOS). The FOS is an independent organisation and will review your case. Their address is:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR.
Phone: **0845 080 1800**

You can visit the Financial Ombudsman Service website at **www.fos.org.uk**.

You can get more information from us or the ombudsman.

If you take any of the action mentioned above, it will not affect your right to take legal action.

**Financial Services Authority**

Groupama Insurance Company Limited is authorised and regulated by the Financial Services Authority. You can check their website (www.fsa.gov.uk) which includes a register of all the firms they regulate. Or you can phone them on **0845 606 1234**.

**Financial Services Compensation Scheme**

We, Groupama Insurance Company Limited, are covered by the Financial Services Compensation Scheme (FSCS).

If we fail to carry out our responsibilities under this policy, you may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at **www.fscs.org.uk** or by phone on **020 7892 7300**.

A GROUPAMA
COMPANY

Groupama

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