

Your Guide to your Scheme

Welcome to *your* Co-op Healthcare *Scheme*. Please take time to read through this *Guide* and keep it in a safe place.

You will want to know how to make best use of your Scheme. This Guide is here to help you and explains what you need to know about your Scheme and how to make a claim.

Your Scheme is provided by the Co-op Healthcare Trust and is administered by WPA Protocol Plc (Protocol). Your Scheme recognises that private healthcare is a valuable and important benefit. People are a business's greatest asset and that's why your Scheme enables Scheme Members and their registered family members to have immediate access to medical care, ensuring a swifter return to work. Your Scheme provides the support of a helpdesk to give advice and assistance with service, focused on the highest levels of personal care and attention.

Our aim is to make the process of getting *treatment* and claiming the costs quick and simple, so that *you* may focus on *your treatment* and getting better, whilst *we* take care of the rest. *We* hope *you* will never need to use *us*, but if *you* do, *you* can be assured of personal assistance every step of the way.

References in this *Guide* to "you" or "your" are references to both you as the *Scheme Member* and any *family member(s)* included within your *Scheme* membership, and included on your *Certificate of Participation*. References to "us", "we" or "our" are to *Protocol*. All words and phrases with a defined meaning are shown in italics, we suggest that you take a moment to review Section 8 (Definitions) of this *Guide*.

This *Guide* is important. It should be read in conjunction with *your Benefit Schedule* and *your Certificate of Participation*, which along with this *Guide*, explains *your* and *our* respective rights and obligations and sets out the terms and conditions of *your* health benefits. *Your Certificate of Participation* is personal to *you* and details any *personal exclusions* applicable. If *your Certificate of Participation* contains anything unusual or unexpected please contact *us* as soon as possible.

Cancelling Existing Healthcare

Please thoroughly check all of *your Scheme* documentation before cancelling any other healthcare arrangement, insurance products or policies *you* already have. It is important that *you* understand what *your Scheme* provides, that it has the benefits *you* require and that membership of *your Scheme* meets *your* needs.

Very Important Information

As with all types of healthcare arrangements, there are exclusions which are applicable generally and apply to every benefit within this *Guide*. *Our* general exclusions can be found in Section 6 (What is Not Eliqible).

When using this Guide there are a number of things to remember:

- When we refer to "pay for" or "provide benefit" this is to a level we consider to be a customary and reasonable cost.
- When we refer to Specialist or Therapist we mean a Specialist or Therapist we recognise.
- When we refer to hospital we mean a hospital on our list of recognised hospitals.
- Your proposed treatment must be in accordance with what we recognise as current medical practice and we call this established treatment.
- Any direct or indirect reference to a European body or provision may be superseded by a relevant UK body or provision.

Contacting Us

Telephone:

 $0345\ 129\ 5450$ where the helpdesk will be happy to assist (*you* can check *our* real time call waiting at <u>wpa.org.uk/phone</u>).

Our calls are recorded for training and monitoring purposes, and to ensure an accurate record of discussions.

Email:

protocol@wpa.org.uk

Website:

wpa.org.uk/secure where you may register to view the details of your Scheme membership and claims.

Post:

WPA Protocol Plc, Rivergate House, Blackbrook Park, Taunton, TA1 2PE.

If you would like this *Guide*, your *Benefit Schedule*, your *Certificate of Participation* or any other document issued by *Protocol* in an alternative format, please contact *us* and *we* will be happy to assist.

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1. Your Scheme

1.1 Purpose of your Scheme

The purpose of your Scheme is to pay for the customary and reasonable cost of elective, short term, eligible treatment for acute conditions. Your eligible treatment must be established treatment and provided with curative intent.

Your Scheme does not provide benefit for the long term monitoring, management or treatment of incurable, prolonged or lifelong conditions.

Your Scheme provides benefit for eligible treatment as it occurs and whilst your Scheme membership remains in force. Accordingly, we will provide benefit for your eligible treatment, not your condition.

It is important to understand that your Scheme is not designed to be a replacement for the NHS, but rather to complement it.

1.2 How your Scheme Works

When you receive private medical treatment, a contract is formed between you as the patient and your treatment provider, be that the Specialist, Therapist or hospital.

A contract does not exist between *us* and *your treatment* provider. If payment is made directly to *your treatment* provider, it is made on *your* behalf.

1.3 How to use this Guide

This *Guide* details what is and is not provided by *your Scheme*. The benefits are illustrated as follows:

- This benefit is eligible subject to the terms and conditions of **your Scheme**.
- X This benefit is **not** eligible under **your Scheme**.
- Very important information.
- Benefits should not be read in isolation and are subject to the terms and conditions contained in this Guide, your Certificate of Participation and your Benefit Schedule.

1.4 Level of Benefit

Your level of benefit and benefit options are detailed on your Benefit Schedule and your Certificate of Participation.

Only the Scheme Holder at renewal may add or remove benefits to tailor your Scheme. The Scheme Holder may choose different benefits for family member(s).

1.5 Employment

We reserve the right to request satisfactory evidence of your employment status. You must notify us immediately if there is a change in your employment status as failure to do so will render your Scheme membership void.

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2. Types of Care and Treatment

1 Your Scheme only provides benefit for what we consider to be established treatment.

2.1 NHS and Private Treatment

Your Scheme works alongside available NHS treatment and does not replace it. In an emergency, the NHS is best equipped to provide treatment. Membership of your Scheme enables you to obtain private eligible treatment where you prefer. This is valuable where there is any delay receiving NHS treatment.

If you opt to have NHS treatment where no charge is made, you may be eligible to claim the NHS Hospital Cash Benefit.

All providers of private healthcare in the *UK* are required by law to submit data to the Private Healthcare Information Network (PHIN) as do some *NHS hospitals*. To assist *you* to make informed decisions about *treatment we* encourage *you* to visit the PHIN website www.phin.org.uk

2.2 Primary Care

Primary care includes any tests or investigations that *your GP* needs to arrange in order to treat any condition or refer *you* to an appropriate *Specialist* or *Therapist* for secondary care. *Your Scheme* is primarily designed to pay for secondary and *hospital* care.

2.3 Secondary and Hospital Care

2.3.1 Hospital Access

You have access to an extensive choice of hospitals throughout the UK.

2.3.2 Specialist Treatment

Treatment given on the referral of your GP by a Specialist. This includes tests and investigations your Specialist needs to arrange to be able to make a diagnosis or determine your treatment plan.

2.3.3 Therapist Treatment

Treatment given on the referral of your GP or Specialist by a Therapist.

2.4 Critical Care

2.4.1 Level 2 - High Dependency Treatment

Patients requiring more detailed observation (than in an ordinary *hospital* bed) or intervention including support for a single failing organ system or post-operative care, and those stepping down from higher levels of **care**.

2.4.2 Level 3 - Intensive Care Treatment

Patients requiring advanced respiratory support alone or basic respiratory support together with support of at least two organ systems. This level includes all complex conditions requiring support for multi-organ failure.

2.5 Emergency Treatment

Unforeseen and unplanned *treatment* that is due to a sudden *acute condition* that for medical reasons cannot be delayed. In an emergency the *NHS* is best equipped to provide *treatment*.

- Once the acute condition is stabilised you may wish to transfer (to a private hospital or private unit of an NHS hospital) to receive private eligible treatment which must be arranged by a Specialist and be at your own free will. We must authorise the transfer in advance otherwise no benefit will be available. You will only be eligible to receive private treatment with effect from the date you sign the hospital's authorisation form.
- We will not pay for:
- An emergency or unplanned admission into a private hospital.

3. Claims

3.1 How to make a Claim for Private Treatment

This is how to make a *claim* for private *in-patient*, *day-patient* and *out-patient treatment*. Your Scheme pays for the customary and reasonable cost of eligible treatment.

Your Scheme only provides benefit for treatment in the UK except where the Overseas Emergency **Treatment** Benefit applies - see Section 5.3 (Overseas Emergency **Treatment**).

All claims should be pre-authorised. If your claim has not been authorised by us in advance we may not pay it.

Step 1

Visit your GP. Your GP must always be consulted first to provide primary care. In an emergency, seek NHS treatment.

Step 2

If your GP refers you to a Specialist or Therapist you must contact us for pre-authorisation before you see them.

When you contact us, please ensure that you have the name and practice address of the Specialist or Therapist that you need to see otherwise we will be unable to pre-authorise your claim.

If you do not have a *GP* or *Specialist* referral and wish to *claim* for physiotherapy *treatment you* may self-refer. Please contact the helpdesk who will take details of *your claim* and transfer *your* call through to the Nuffield Rapid Access Service. Please see Section 4.3 (Therapy, Self-referred Physiotherapy).

Step 3

We will advise you of the benefits available and where applicable, send the requisite documentation to be completed by you and your Specialist or Therapist and returned to us. Based on this information, we will let you know in writing what benefit can be provided and what has been authorised.

Step 4

You must continue to call us to keep us updated and obtain pre-authorisation at each stage of your treatment. For example, if your Specialist or Therapist recommends referral to another Specialist or Therapist please contact us for pre-authorisation.

3.2 How to make a Claim for a Cash Benefit

- To claim for NHS Hospital Cash Benefit you must send us your hospital discharge summary or appointment letter.
- To claim any other cash benefit, in addition to any specific documents required, you
 must send us your original invoice and receipt or proof of payment.
- If you have any queries, please contact the helpdesk.
- All claims must be submitted within 6 months of the eligible treatment date.
- We will not return the documents sent to us.
- Please see Section 3.6 (*Claims* Administration and Reimbursement) for further information which applies.

The information in Sections 3.3-3.5 relates to *claims* for private *treatment*.

3.3 Additional Claims Information

At each stage you seek pre-authorisation we will check:

- That your Specialist or Therapist is recognised by us and that the hospital is on our list of recognised hospitals;
- Whether your proposed treatment is eligible under your Scheme and advise you of the benefits available.

You must:

Provide any information we require of you.

If your Specialist recommends treatment or referral to a Therapist ask for the associated CCSD Code (where applicable) for the procedure and the likely charge - see Section 3.4 (Your Treatment Provider's Fees).

! We reserve the right at any time in our sole discretion to withdraw or amend our list of recognised treatment providers (this includes hospitals, Specialists and Therapists) and what we recognise as established treatment.

3.4 Your Treatment Provider's Fees

When you receive treatment, the contract is formed between you and the provider, be that a hospital, Specialist or a Therapist. A contract does not exist between us and your treatment provider.

Most procedures are classified using CCSD Codes. We list all CCSD Codes in a schedule which details the maximum amount we will pay towards the fee your Specialist and Anaesthetist will charge for the procedure. If your Specialist tells you that you need a procedure ask them to let you know which code they will use and what their fee will be. You must contact us in advance to let us know the CCSD Code and the amount your Specialist intends to charge.

We have cost and fee agreements with almost every hospital, and we publish our schedule of fees for Specialists - these may be viewed at any time at wpa. org.uk/quideline

Fee reimbursement levels are set by us at a level of customary and reasonable cost by means of our continuing dialogue with the medical profession. For the vast majority of cases this results in your treatment provider's fees being reimbursed in full.

Very occasionally a *Specialist* may charge *you* more than *we* consider to be the *customary* and *reasonable* cost and if *you* decide to proceed then it is *your* responsibility to settle the difference. We refer to this as a shortfall.

If you are admitted to hospital please ask to see the hospital invoice when you leave. Whilst you may not understand every detail, some information is easily checked.

3.5 Shared Responsibility®(copayment)

This means that you pay a percentage towards the cost of every eligible invoice submitted to us up to your personal Shared Responsibility level in each Scheme Year.

We cannot accept payment for your percentage of Shared Responsibility. You must send payment directly to your treatment provider. We will advise you who to pay when we pay your claim.

The information in Section 3.6 relates to all *claims* for private *treatment*, *NHS Hospital* Cash Benefit and other cash benefits.

3.6 Claims Administration and Reimbursement

If you have paid for any part of your eligible treatment and wish us to repay you, then you must send us the original invoice and proof of payment such as a valid credit card receipt (these will not be returned to you).

Handwritten receipts will not be accepted.

Please ensure all original (not copy) invoices are sent to *us* no more than 6 months from the date of the *eligible treatment*, unless they have already been sent to *us* directly by *your treatment* provider within the same maximum time period.

The fact that we have paid for a particular treatment in the past does not mean that we are liable to continue to pay for it in the future.

We pay invoices in line with the terms and conditions of your Scheme which are in force on the date of your treatment, not on the date that your condition was first noticed or diagnosed.

If your treatment takes place after your Scheme membership ceases, no benefit will be available even if the condition for which you are receiving treatment for arose whilst you were a Scheme Member.

Where we reimburse via direct credit we will only pay in to a valid UK bank account held in the Scheme Member's name. Reimbursement for any family member(s) will be paid direct to the Scheme Member.

- Your Scheme will not pay for any treatment:
- Given by a treatment provider who is related to you or recommended by a GP who is a member of your family;
- Carried out by a co-worker or that takes place at a facility in which you have a financial interest:
- Carried out solely at your request and/or as a result of any inducement, financial or otherwise;
- Received outside of the UK (unless the Overseas Emergency Treatment Benefit applies to your Scheme);
- Paid in part or in full using vouchers or reward points.
- If we pay a claim in error, we will explain this to you and we reserve the right to recover all or part of the amount of the payment from you. This may include offsetting the amount of the payment made in error against any amount payable for future claims.

4. Benefits

4.1 In-patient and Day-patient Treatment

In-patient

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

Day-patient

A patient who is admitted to a *hospital* or *day-patient* unit for medical reasons and because they need a period of medically supervised recovery but do not occupy a bed overnight.

These benefits are available for *eligible treatment* when *you* are referred by *your GP* to a *Specialist we* recognise. Alternatively if *you* receive *treatment* as an *NHS* patient *you* may *claim NHS Hospital* cash benefit, please see Section 3.2.

In-patient and Day-patient Treatment Benefit

- ✓ Hospital Treatment
 - Accommodation charges, operating theatre fees, drugs, dressings and medicines. *You* may choose from over 600 *hospitals* nationwide.
- ✓ Critical Care Levels 2 and 3

Treatment received in a dedicated private Critical Care Unit following a planned admission as a private patient to a private hospital or the private unit of an NHS hospital for eligible treatment that requires anticipated pre-planned critical care. See Section 2.4 (Critical Care).

- We will not pay for:
 - Treatment in a unit or facility which is not a dedicated private Critical Care Unit or any Critical Care Unit of an NHS hospital following transfer from a private hospital;
 - Admission as a private patient to an NHS Critical Care Unit or into a private hospital Critical Care Unit following an emergency or unplanned admission.
- ✓ Specialists' Fees

Such as surgeons', physicians' and anaesthetists' fees provided we recognise the *Specialist* and the charges are a *customary and reasonable cost*.

✓ Diagnostic Tests

Requested by *your Specialist*, such as blood tests, ultrasounds and x-rays to help find the cause of *your* symptoms.

- Complex Diagnostic Scans
 We will provide benefit for MRI, CT and PET scans when referred by your Specialist.
- In-patient and Day-patient Therapy Requested by your Specialist and relating to your authorised claim for eligible treatment:
 - Dietary Services when treated by a dietitian on the Register of Dietitians of the HCPC;
 - Occupational Therapy when treated by a Therapist on the Register of Occupational Therapists of the HCPC;
 - Physiotherapy when treated by a Therapist on the Register of Physiotherapists of the HCPC; and
 - Speech and Language Therapy when treated by a *Therapist* on the Register of Speech and Language Therapists of the *HCPC*.

In-patient and Day-patient Treatment Benefit continued

Post-operative Consultation and Tests

One follow-up consultation with *your Specialist* and associated tests carried out on the day of that consultation, including drugs and dressings. The consultation must take place within 90 days following a *procedure* which *you* had as an *in-patient* or *day-patient* and which constituted *eligible treatment*.

Psychiatric Treatment

For in-patient or day-patient treatment.

Prostheses

Prostheses are internal permanent replacements for body parts. They may be passive or active and must be medically necessary as an integral part of *your procedure* and constitute *eligible treatment*.

Your Specialist must provide full details of your proposed treatment to our medical advisers for their authorisation in advance. Your proposed treatment must be established treatment.

Passive Prostheses

These are inert replacements of joints, blood vessels or other organs. E.g. hip or knee replacements or an aortic graft.

We will pay for:

The customary and reasonable cost of the passive prosthesis.

For lens replacements:

- To consider cataract surgery for those age 65 or less, we will require retro-illuminate photographs from your Specialist for our medical advisers to review;
- We will pay for the cost of monofocal lenses only, but will allow you to pay the
 difference where toric or multifocal lenses are considered clinically appropriate.

For knee or hip replacements:

 After a hip or knee joint replacement operation, benefit will be available for routine follow-up and problems relating directly to the operation itself for a period of 2 years from the conclusion of the initial surgery provided that your Scheme membership remains in force.

We will not pay for:

- Artificial limbs:
- Prostheses that are experimental or not, in the sole opinion of our medical advisers, in established use in the UK;
- Complications which arise specifically from the insertion of a toric or multifocal lens.

Active Prostheses

These are electronic implantable medical devices which are usually implanted permanently within the body to correct or modify an abnormal bodily function caused by an *acute condition*. E.g. pacemakers or defibrillators.

We will pay for:

The customary and reasonable cost of the initial supply and fitting of such a device
only to prevent the risk of potentially fatal organ failure e.g. cardiac pacemakers or
defibrillators.

In-patient and Day-patient Treatment Benefit continued

- We will only provide benefit for one electronic implantable medical device in the lifetime of each person to treat any condition/pathology of any kind in any single organ system. For example, one device only for any condition of the heart.
- We will not pay for:
- Any complication, regardless of the cause, including:
 - Any subsequent maintenance of the device;
 - Battery replacement or replacement because of ageing or technological advance;
 - Any failure in the device due to manufacturing, broken, malfunctioning, misplaced and/or displaced leads becoming evident more than 30 days after placement;
- Internal or external muscle or nerve stimulators, cochlear implants or intracranial/ cranial devices for neurological conditions such as epilepsy.

4.2 Out-patient Treatment

Out-patient

A patient who attends a *hospital*, consulting room, or *out-patient* clinic for medical reasons and is not admitted as an *in-patient* or *day-patient*.

- We will not pay for:
- Any out-patient drugs or dressings;
- Any fees charged for cancelled or missed appointments.

Out-patient Treatment Benefit

Consultations with a Specialist
 We will provide benefit for consultations with a Specialist.

Simple Diagnostic Tests

We will provide benefit for *diagnostic tests* such as x-rays, blood tests and ultrasound when referred by *your Specialist* or private *GP*.

Complex Diagnostic Scans

We will provide benefit for MRI, CT and PET scans when referred by your Specialist.

Out-patient Procedures

These are *procedures* which involve making an incision or using an instrument e.g. an endoscope to gain access to the inside of a patient's body; using an electromagnetic energy to treat a condition e.g. lithotripsy to treat kidney stones. *We* will provide benefit when carried out by a recognised *Specialist*, and in line with *customary and reasonable costs*.

Pre-admission Tests

Tests carried out in *hospital* to check *your* fitness for *your* admission to *hospital* up to 2 weeks before *your* admission (such as blood tests, ECGs and chest x-rays).

✓ Therapy - see Section 4.3 (Therapy)

Carried out by a *Therapist we* recognise, on the referral of *your GP* or *Specialist* or on self-referral for physiotherapy via the Nuffield Rapid Access Service.

Consultations with a Psychiatrist

We will provide benefit for consultations with a psychiatric Specialist.

Virtual and telephone/digital consultations

We will provide benefit for consultations which are undertaken via telephone or digital media where the provider is registered with the Care Quality Commission and has been approved by us to provide such a service, except where this is for counselling sessions which have been pre-authorised by us in advance. Should a follow-up, face to face, consultation subsequently be required the cost of the initial consultation shall be deducted from the amount we will pay for this follow-up consultation.

4.3 Therapy

(1) You can claim for the cost of eligible treatment by a Therapist if you are referred to a Therapist by your GP or Specialist.

If you do not have a *GP* or *Specialist* referral and wish to *claim* for physiotherapy, you may self-refer via the Nuffield Health Rapid Access Service. Please contact the helpdesk who will be able to assist with *your claim*.

- We will not pay for:
- Any fees charged for cancelled or missed appointments;
- Any diagnostic tests and scans undertaken on the referral of your Therapist;
- Any drugs or remedies prescribed by your Therapist (e.g. medicines, lotions, supplements and herbs);
- Medical appliances such as insoles or orthosis;
- · Group therapy sessions;
- Counselling sessions.

Therapy Benefit

Acupuncture

When treated by an acupuncturist who is registered with the *GMC* and holds a current licence to practise and is an accredited member of the British Medical Acupuncture Society (BMAS).

✓ Chiropody/Podiatry

When treated by a *Therapist* on the Register of Chiropodists/Podiatrists of the *HCPC*.

With our written pre-authorisation we will pay for:

- Surgery to the forefoot by an NHS Consultant Podiatric Surgeon when treated by a Fellow of the Surgical Faculty of the College of Podiatrists whose qualification is registered under the HCPC and who is employed as a consultant by the NHS;
- Removal of ingrowing toenails (total or partial nail avulsion) by a Chiropodist/Podiatrist.
- ✓ Chiropractic

When treated by a *Therapist* on the Register of the General Chiropractic Council (GCC).

✓ Dietary Services

When treated by a dietitian on the Register of Dietitians of the HCPC.

✓ Homeopathy

Consultations with a homeopath who is an accredited member of the Faculty of Homeopathy (MFHom) or a Fellow of the Faculty of Homeopathy (FFHom).

Occupational Therapy

When treated by a *Therapist* on the Register of Occupational Therapists of the *HCPC*.

Osteopathy

When treated by a *Therapist* on the Register of the General Osteopathic Council (GOC).

Physiotherapy

When treated by a *Therapist* on the Register of Physiotherapists of the *HCPC*.

Therapy Benefit continued

Self-referred Physiotherapy

The Nuffield Health Rapid Access Service is a team of chartered physiotherapists who provide advice through triage calls and also face to face *treatment*.

You will initially have a telephone conversation with a physiotherapist who will contact you at a conveniently agreed time. The physiotherapist will assess your condition, offer you appropriate advice and determine what treatment is most clinically appropriate. The treatment plan may consist of a home exercise programme, face to face treatment with a physiotherapist or an onward referral to a Specialist in more complex cases. If you are referred to a Specialist you will need to contact us with the Specialist's name and obtain further authorisation.

Psychotherapy/Psychology

When treated by a psychologist on the Register of Psychologists of the *HCPC* and who is a chartered member of the British Psychological Society (BPS). When treated by a psychotherapist who is an accredited member of the British Association of Behavioural and Cognitive Psychotherapists (BABCP) or a full member of the Association of Child Psychotherapists (ACP).

Speech and Language Therapy
 When treated by a *Therapist* on the Register of Speech and Language Therapists of the HCPC.

4.4 Cancer Care

Because *cancer* care is well provided for within the *NHS*, the Co-op Healthcare *Scheme* does not automatically provide benefit for private *treatment* of *cancer*.

Considerable investment has been made over the last few years to improve *NHS* services for *cancer* with the appointment of Specialist doctors and *nurses* to ensure that the best care is made available. Every patient with *cancer* is assessed at multi-disciplinary team meetings to ensure that the right decisions are made for both investigations and *treatment*.

A swift diagnosis can have a significant influence on the *treatment* of *cancer* and the Clinical Specialist Team at *Protocol* will work with *you* in this pre-diagnosis phase to ensure that *you* obtain this.

Scheme Members with an existing authorised claim for diagnosed cancer as at 1 January 2019 will continue to benefit from the rules applicable to them at the start of their claim. Those Scheme Members should refer to the Cancer Care Explained Guide Endorsement.

Cancer Care Benefit

- Cancer Care
 - We will pay for investigations of symptoms leading up to a diagnosis of cancer including consultations with your Specialist, second opinions, diagnostic tests (including certain diagnostic genetic tests) and scans including ultrasound and biopsies. Following your diagnosis, your Specialist or GP will need to refer you to the NHS for treatment. If the treatment is not available on the NHS or there is an issue accessing the treatment then please contact Protocol who can work with you and your Specialist to ensure that you obtain the treatment you need.
- If you receive treatment for cancer as an NHS patient, you may be eligible for NHS Cash Benefit. Please refer to Section 4.5 for further information.

4.5 NHS Hospital Cash Benefit

If you choose to receive: in-patient treatment; day-patient treatment; out-patient complex diagnostic scans; or out-patient procedures as an NHS patient instead of as a private patient, you may claim a cash benefit. Treatment must be eligible treatment under the terms and conditions of your Scheme and eligibility for this benefit is subject to the limits set out in your Benefit Schedule.

- If your NHS in-patient stay is preceded by an A&E admission, we will count the first night in A&E towards your NHS Hospital Cash Benefit as the first night as an NHS patient.
- We will not pay for:
- The following out-patient treatment: consultations with a Specialist; simple diagnostic tests arranged by a Specialist or private GP; pre-admission tests; therapy and GP referred therapy.
- Treatment solely received in an A&E department.

NHS Hospital Cash Benefit

- 1 To *claim* under this benefit please refer to Section 3.2 (How to make a *Claim* for a Cash Benefit).
- We calculate payment as follows:
 - Per night for each night spent as an NHS in-patient;
 - Per day for each NHS day-patient admission;
 - Per day for one or more NHS out-patient complex diagnostic scans (MRI, CT or PET) or NHS out-patient procedures.
- NHS Hospital Cash Benefit (cancer) We calculate payment as follows:
- Per night for each night spent as an NHS in-patient;
- Per day for each NHS day-patient admission;
- Per day for one or more NHS out-patient complex diagnostic scans (MRI, CT or PET) or NHS out-patient cancer treatment: radiotherapy/chemotherapy treatment with targeted/biological therapies or NHS out-patient procedures.

5. Further Benefits

5.1 Additional Benefits

Please refer to *your Benefit Schedule* for the amounts payable in relation to the following benefits.

Please see Section 3.1 (How to make a *Claim* for Private *Treatment*).

Additional Benefits

✓ Nursing at Home

Nursing at Home is available under your Scheme provided that:

- It is recommended by your Specialist for a medical reason to permit you to leave hospital
 early, following an admission that we have authorised;
- The nursing care is arranged by your Specialist who remains in charge of your treatment and it must be provided by a qualified Nurse; and
- The nursing care is provided in your home.
- \times We will not pay for:
- Assistance simply for help with mobility or personal care.
- Private Ambulance Transport

There must be a medical reason for *you* to be medically supervised during the journey, for transport to, from or between *hospital(s)* for *treatment* which is *eligible treatment* under *your Scheme*.

Parent and Child

Benefit for accommodation charges made by the *hospital* for one parent to accompany a child patient (who is also a member of the *Scheme*) when undergoing *eligible treatment* under the *Scheme* and recommended by the *Specialist*.

- Oral Surgery
- For the removal of impacted or unerupted teeth for medical reasons.

If you are referred to a Specialist we recognise we will pay for this under your in-patient and day-patient benefits.

The procedure must be carried out by a Dentist or Specialist we recognise.

✓ Value Added Discounts

Available for *Protocol* customers at recognised outlets for the following:

- Gym memberships;
- Health screening and assessment;
- Optical;
- Golf breaks:
- Spa breaks.

For more information please log on at wpa.org.uk

5.2 Cash Benefits

Please see Section 3.6 (*Claims* Administration and Reimbursement) for information on claiming.

Cash Benefits

- Out of Pocket Expenses
 - To help with charges made by a private *hospital* for items such as telephone calls, newspapers and visitors' meals when *you* are a private *in-patient* or *day-patient*.
- To claim you must send us the private hospital invoice and proof of payment.
- Hospice Donation
 When you are admitted to a hospice a contribution will be paid directly to the hospice on your behalf following notification of your stay from them.
- To *claim* please contact the helpdesk.
- NHS Hospital Cash Benefit See Section 4.5 (NHS Hospital Cash Benefit).

5.3 Overseas Emergency Treatment

- () Your Scheme only provides benefit for treatment in the UK except where this Overseas Emergency Treatment benefit applies.
- This is not full travel insurance but an additional benefit offering restricted benefit for Overseas Emergency *Treatment*.

Any trips you make outside of the UK must not exceed a total of 90 days per Scheme Year.

We define Overseas Emergency *Treatment* as: unforeseen *treatment* that is due to a sudden, *acute condition* that, for medical reasons, cannot be delayed until *your* return to the *UK*.

The cost of Overseas Emergency *Treatment* will be paid in line with *your UK* benefit limits and is subject to the Shared Responsibility applicable to *your Scheme*.

In addition to *your UK* benefit, this benefit also includes: primary care *treatment* given by a *GP* or local equivalent and a benefit for evacuation or repatriation.

- We will not pay for:
 - Any conditions for which, in the 6 months prior to travel (starting on the date of your
 outward journey) you have undergone treatment, or that have required you to visit any
 treatment provider including treatment for a condition that is terminal before you travel
 abroad;
 - Anything not covered by the terms and conditions of your Scheme as eligible treatment
 or treatment that is outside of the benefit limits under your Scheme;
 - Any treatment whilst overseas or on your return to the UK for any condition contracted
 or injury sustained whilst in a location to which you travelled contrary to advice issued
 by the Foreign and Commonwealth Office either as 'against all travel' or 'against all but
 essential travel';
- Any treatment needed because you did not take the necessary precautions e.g. vaccinations as advised on the NHS website: www.fitfortravel.nhs.uk;
- An accompanying adult or medical escort, once the person receiving the Overseas Emergency Treatment has been discharged from medical care, even if recommended;
- Out-patient drugs;
- Any treatment arising as a result of participating in dangerous activities/circumstances such as taking part in winter sports of any kind or an accident or injury that occurs whilst on a winter sports holiday, or staying in a winter sports resort, as outlined in Section 6 (What is Not Eliqible).

Overseas Emergency *Treatment* Benefit

- Overseas Emergency Treatment
 This benefit provides for eligible Overseas Emergency Treatment whilst travelling:
 - Within the EU; or
 - Outside the EU for business purposes only.

To be eligible, each trip must be no longer than 35 days starting the date of *your* outward journey. Overseas Emergency *Treatment* will continue until such time as medical advice indicates *you* are well enough to travel back to the *UK*, but no longer.

Overseas Emergency Treatment Benefit continued

Treatment must be given by a locally recognised provider or in a locally recognised *hospital*. Locally recognised means recognised by the appropriate authority of the country outside the *UK* in which the *hospital* is situated or the *Specialist* or *Therapist* practices.

Before you travel:

- Contact the Department of Health or visit their website at <u>www.doh.gov.uk</u> to understand the reciprocal health agreements in place between the *UK* and other countries;
- We strongly recommend you have separate travel insurance for overseas travel.

If you are travelling in the EU (including Switzerland and Norway):

- If you are entitled to a European Health Insurance Card (EHIC) you must get one before
 you travel and use it where it is accepted;
- Where you receive Overseas Emergency Treatment in a European state funded facility
 we will only pay for eligible treatment costs that are over and above those included within the EHIC or reciprocal health agreements that may apply at that time in the country
 where treatment occurs.

If you are travelling outside the EU - for business purposes only:

- If you undergo private Overseas Emergency Treatment where the EHIC is not valid or a
 reciprocal health agreement is not in place, we will pay the claim within the terms and
 conditions of your Scheme, subject to any other insurance you may have;
- Benefit is only available if on a business trip. We will require confirmation from the Scheme Holder of the purpose of the business trip together with a copy of your business visa.

✓ Medical Evacuation/Repatriation

If you are outside the UK and need eligible Overseas Emergency *Treatment* that in our opinion is not available in the country you are in, we will, through the WPA Worldwide Coordination Centre, evacuate you to the nearest suitable medical facility where the treatment you need is available.

- We may, in extreme circumstances, repatriate you to the UK for treatment where this
 is medically necessary and the Overseas Emergency Treatment cannot be obtained
 locally;
- You must accept our decision concerning the most suitable, practicable and reasonable
 medical facility, as we will not agree a transfer on your personal preference;
- In the event of the death of someone covered by the Scheme the WPA Worldwide Coordination Centre will make arrangements (including the completion of any documentation) for the return of the deceased to the UK.
- igotimes No benefit is available for funeral expenses.

Family Assistance

In the event of medical evacuation or repatriation we will pay for the cost of immediate family member(s) who are overseas with the patient at the time of the illness or injury, and who are also members of your Scheme (i.e. partner/children) to travel with the patient or return to the UK by the most appropriate means and by economy class.

How to Make a *Claim* under the Overseas Emergency *Treatment* Benefit

1 Your treatment must be pre-authorised by the WPA Worldwide Coordination Centre. The WPA Worldwide Coordination Centre is a 24 hour service offering all major languages and they will be able to give you valuable help and advice. You must always contact the WPA Worldwide Coordination Centre straight away or as soon as you are able to do so. Call the WPA Worldwide Coordination Centre on (+44) 20 8680 3800.

Payment for your treatment:

- Payment will be coordinated by us or the WPA Worldwide Coordination Centre;
- Invoices totalling over £300 will only be paid to the *treatment* provider not to *you* or to any representative on *your* behalf.
- Do not make payment for *your treatment* if the total payment is over £300 because *we* will not be able to refund *you*. If the payment is under £300, please send to *us* the original invoice and a receipt demonstrating proof of payment.
- In the event of a *claim we* will need details of any other insurance policy providing any benefit for Overseas Emergency *Treatment* that *you* may have. *You* must agree to *our* contacting any other insurer to ensure that *we* and they only pay a rateable proportion share of the *claim*. Please refer to Section 7.9 (What to do if *you* have insurance with another provider).

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6. What Is Not Eligible

- There is no benefit available under your Scheme for treatment arising from or related to the exclusions in this Section. These exclusions apply to all the benefits in this Guide and on your Benefit Schedule in addition to any personal exclusions.
- Your Scheme does not provide benefit for:
 - 6.1 Any treatment which is not established treatment. In addition, this includes:
- Treatment that is not approved by NICE for routine use in the NHS without restriction:
- Treatment that involves the use of drugs that are not licensed by the EMA for either single or stipulated combination use for the stage of the condition being treated.

6.2 Any preventative procedure or treatment. This includes:

- Tests to determine if you have the existence of a condition including presence of a gene for which you do not have symptoms even if you have a family history of that condition;
- Removal of tissue for a condition for which you do not have symptoms even if you have a family history of that condition.

6.3 Any emergency treatment. This includes:

- Unforeseen and unplanned treatment that is due to a sudden, acute condition that for medical reasons cannot be delayed;
- Emergency treatment or admission into a private hospital:
 - We will not pay for emergency admission into a private hospital unless we have pre-authorised this and you have first had a consultation with a Specialist and he/she has decided to admit you.

6.4 Allergic conditions

- Neutralising/desensitising diagnosed allergic and/or intolerance conditions;
- However we will cover the investigations to establish that an allergy is the underlying cause of your symptoms.

6.5 Breast surgery

Breast modification, including augmentation or reduction, whether for medical or psychological reasons in men or women.

6.6 Certain hospital treatment

- Private in-patient treatment following an A&E admission to a hospital unless the transfer to receive private treatment is arranged by the Specialist at the patient's own request and of his own free will. We must authorise the transfer in advance otherwise no benefit will be available. Private treatment will only be eligible with effect from the date the patient signs the hospital's authorisation form;
- Private fees whilst being treated in hospital as an NHS patient;
- In a hospital overseas unless the Overseas Emergency Treatment benefit applies.

6.7 Cosmetic/aesthetic treatment

- Treatment intended to improve the patient's appearance whether or not for psychological purposes;
- Breast reduction or enlargement;
- Treatment required directly or indirectly as a result of cosmetic treatment (examples include but are not limited to breast augmentation, liposuction, botox, dermal fillers) or for performance enhancing treatment (examples include but are not limited to anabolic steroids):
- Any form of cosmetic dentistry (e.g. bleaching, veneers or implants);
- However we will provide benefit for cosmetic/aesthetic treatment when needed as a direct result of an accident or injury.

6.8 Dangerous activities/ circumstances

- Any condition contracted or injury sustained, either overseas or on your return to the UK, while taking part in dangerous activities or whilst in a location to which you travelled against advice issued by the Foreign and Commonwealth Office (FCO) either as against all travel or against all but essential travel;
- Taking part in winter sports of any kind, or any accident or injury that occurs whilst on a winter sports holiday or whilst staying in a winter sports resort;
- Any sport or activity which is: physically hazardous; requires a disclaimer prior to participation or the use of specialist/ safety equipment;
- Further examples include but are not limited to scuba diving and motor sports of any kind.
- If you are not sure whether an activity you plan to do falls within this rule you should check with us first.
- Any condition arising out of war, invasion, riot, revolution, act of terrorism, act of piracy, nuclear, biological or chemical contamination or any similar event.

6.9 Deliberately self-inflicted injuries or attempted suicide

6.10 Dental treatment

- General dental treatment;
- Treatment of a condition which involves any teeth, their roots and surrounding tissue attachments where this forms part of the dental procedure. This does not apply to any benefit paid under the Oral Surgery benefit;
- Fees related to the supply of any dental prostheses;
- Examples of dental treatment that are not eligible are routine dentistry, apicectomy (root filling), dental cysts or abscesses;
- Orthodontic treatment, including the surgical removal of teeth for orthodontic reasons.

6.11 Developmental (physical or psychological), behavioural or educational problems (or speech problems arising from these)

However we will pay for an initial consultation with a Specialist to diagnose the cause of the symptoms. Full psychological or educational assessments are not covered, even when carried out on the day of the initial consultation.

6.12 Dialysis

We will however provide benefit for a maximum of 28 days haemofiltration within the benefits of Intensive Care, or 28 days for haemodialysis, because of sudden kidney injury (failure) due to an eligible acute condition.

6.13 Drooping eyelids (ptosis)

• We will only pay for ptosis (drooping eyelids) if your optometrist identifies visual impairment and you are referred by your optometrist to a consultant ophthalmologist. We will only pay for surgery if your field defects, as identified by the optometrist, breach the DVLA requirements for visual field testing for safe driving.

6.14 End of life care

• See Section 8 (Definitions - end of life care).

6.15 Excluded conditions

- Anything excluded by the terms and conditions of your Scheme;
- Any related condition, which is where a current UK body of reasonable medical opinion considers another symptom, disease, illness or injury to be related to or associated with an excluded condition.

6.16 Fees that are over and above those of *customary and reasonable cost* levels

6.17 Gender reassignment/sex change

6.18 Genetic tests

Unless you have benefit for cancer included under your Scheme and the genetic tests are used to identify the most appropriate cancer drug treatment of targeted/biological therapies approved by the EMA for your particular cancer, in the UK.

6.19 HIV, AIDS

 Or similar or consequential infections, injuries or illnesses.

6.20 Long term (chronic) conditions

- Your Scheme provides benefit for short term, not long term, treatment of acute conditions which start after you have taken out the Scheme;
- Your Scheme does not provide benefit for treatment for conditions that keep on coming back or need long term monitoring or management. Including but not limited to Diabetes, Glaucoma, Alzheimer's Disease, Macular Degeneration, Ulcerative Colitis, Rheumatoid or Juvenile Arthritis, Crohn's Disease, recurrent Urinary Tract Infections, Fibromyalgia and recurrent back and joint problems;
- If your treatment becomes recurrent, continuing or long term, the costs of treatment for this long term condition

 including monitoring, management, consultations and check-ups and associated conditions will not be covered.
 We will write to let you know if this is the case;
- We will, for a period not exceeding 3 months, pay for initial investigations needed to diagnose a new long term condition and the initial short term treatment up to the point of stabilisation. You must always contact us for pre-authorisation;
 - Following the 3 month period, we will not pay for further investigations such as endoscopies that are primarily diagnostic or treatment for relief of symptoms relating to a long term condition e.g. pain relief injections.
- We will pay for in-patient treatment of new, severe or life-threatening complications which have not been previously experienced in order to quickly return the long term condition to a controlled state.

Targeted/Biological Therapies for long term (chronic) conditions

- Targeted/biological therapies are now being used for some long term conditions. If your Specialist considers that you may respond to a short term course of targeted/biological therapies you must always contact us for pre-authorisation. In addition, your Specialist must confirm:
 - That the treatment is not readily available to you as an NHS patient; and
 - That the targeted/biological therapies have been granted a EMA product license for use in the particular clinical condition.
- We will then, for a period not exceeding 3 months, pay for eligible treatment to allow your Specialist to find out if it will be effective and can stabilise your condition. We have produced an advisory leaflet about cover for long term conditions. If you would like a copy of this, please contact us.

6.21 Menopausal conditions

Treatment arising from or related to the male or female menopause.

6.22 Newborn/congenital disorders

- Treatment for unborn babies/foetuses/ embryos;
- Any birth defect or congenital abnormality whether identified at birth or prior to joining the *Scheme*. This includes, but is not limited to, conditions such as Patent Foramen Ovale (PFO), Bicuspid Aortic Valve and genetic disorders and/ or abnormalities causing a pathological condition or syndrome, including chromosomal abnormalities and gene point mutations.

6.23 Non-disclosed conditions/ symptoms

 Conditions and symptoms which you have not told us about when asked to do so when applying for cover or pre-authorising a claim. Please see Section 7.12 (Terminating or Cancelling your Scheme membership).

6.24 Non-established treatment

See Section 8 (Definitions - established treatment).

6.25 Non-hospital establishments

- Treatment taking place in a hospital that is not on our hospital list;
- Treatment in convalescent, nursing or residential homes, health-hydros, nature cure clinics or similar establishments.

6.26 Obesity

- Treatment arising from or related to obesity and/or treatment for obesity (for example, bariatric surgery);
- Treatment arising from or related to the removal of fat or surplus healthy tissue from any part of the body, even if this is for medical or psychological reasons.

6.27 Organ transplant(s)

A transplant is where a patient receives an organ or tissue from another person (surgically implanted or infused).

 Organ transplant operations, including investigations done before the operation or treatment needed as a result of the operation.

However, we will pay for:

 Cornea transplants, skin grafts and blood transfusions.

6.28 Out-patient drugs/dressings

 This includes drugs and dressings you are given to take home from hospital unless they are needed to complete a short course of treatment (e.g. antibiotics).

6.29 Pre-existing conditions - subject to *your* underwriting

- Any symptom, disease, illness or injury for which:
 - You have received medication, advice or treatment: or
 - You have experienced symptoms, whether the condition has been diagnosed or not, before the start of your Scheme membership; or
 - Any symptoms or condition, whether diagnosed or not, which occurs before the start of your Scheme membership.

6.30 Professional sports

 Any illness or injury due to engaging in professional sport that is a sport where any fee, donation or benefit in kind is received either directly or indirectly for playing, training or coaching.

6.31 Refractive eye surgery

 Refractive eye surgery for the correction of imperfect sight.

6.32 Rehabilitation

- Treatment helping towards improving physical and/or mental capacities, following illness or injury;
- However, we will pay for a short course of rehabilitation (not to exceed 2 weeks) immediately following an in-patient admission that you have had treatment for through your Scheme. Provided we specifically agree the extent of the benefit before rehabilitation starts and this will not be extended.

6.33 Removal of healthy tissue

From any part of the body for any indication (including medical or psychological) examples include (but are not limited to) surgery for Gynaecomastia, Labial Reduction, Circumcision and Prophylactic Mastectomy or Prophylactic Oophorectomy to prevent cancer.

6.34 Reproductive system

- Pregnancy, fertility problems, assisted conception, contraception, miscarriage, sterilisation and child birth:
- However, we will pay for treatment of the following specified conditions when they occur during pregnancy:
 - Ectopic pregnancy (where the foetus grows outside the womb);
 - Hydatidiform mole (abnormal cells growing in the womb);
 - Miscarriage or when the foetus has died and remains with the placenta in the womb:
 - Still birth;
 - Heavy bleeding in the hours and days immediately after childbirth (postpartum haemorrhage);
 - Afterbirth left in the womb after delivery of the baby (retained placenta membrane).

6.35 Road traffic collision/illegal activity

- Any illness or injury due to a road traffic incident/collision where you were not suitably restrained and/or wearing/using appropriate protection, e.g. seat belt, helmet or suitable child restraint;
- If your claim for treatment results from an incident or injury which is or may be subject to criminal proceedings against you or conviction, including road traffic offences, then you must provide all relevant details and we will suspend payment of your claim pending the outcome of the proceedings. If you are convicted then no benefit will be paid.

6.36 Routine medical examinations, health screening or medical appliances, such as:

 Hearing aids, wheelchairs, crutches, braces or surgical orthoses.

6.37 Sexual problems

- Sexual dysfunction however caused;
- Sexually transmitted diseases.

6.38 Sleep disorders

 Sleep disorders, including sleep studies or corrective surgery. E.g. sleep apnoea and snoring.

6.39 Use of or Dependency upon Alcohol/Drugs/Substances

- Treatment required, directly or indirectly, as a result of:
 - Harmful use of alcohol: or
 - Any use of drugs or of other addictive substances, examples include (but are not limited to): "legal highs" (new psychoactive substances) anabolic steroids, performance enhancing drugs and Class A, B and C drugs.
- Oral cancer attributed by a medical practitioner directly or indirectly to smoking/smoking-related materials/chewing tobacco and/or consuming alcohol, when you have been advised by a medical practitioner to reduce the intake.

6.40 Varicose veins

- Micro-sclerotherapy for thread veins and other superficial veins;
- We will pay for:
 - One admission per leg regardless of treatment type per person per lifetime:
 - One visit only for injections of residual veins after treatment to the main veins per person per lifetime, benefit is provided for up to 6 months after the main procedure.

7. Important Information

7.1 What is required of you

7.1.1 Scheme Member Criteria

In order to be able to join the *Scheme* as a *Scheme Member*, you must be an Employee or other eligible individual of the *Scheme Holder*.

The **Scheme Holder** must approve all applications for **Scheme** membership.

You must remain registered with a GP whilst you are a Scheme Member. At all times the GP with whom you are registered must be local to the Scheme Member's Address.

7.1.2 Family Member(s) Criteria

With the consent of the Scheme Holder you may include family member(s) under your Scheme membership. Eligible family member(s) include your partner and any of your unmarried children. Your unmarried children must be under 21 when joining the Scheme or under 25 if they are in full-time education. Once your unmarried children exceed the maximum age limits they will be removed from the Scheme at the next annual renewal. Family member(s) must live at the Scheme Member Address (unless in full-time education).

7.1.3 Your Information

We reserve the right, at any time, to request of you and any family member(s) evidence of your identity, your occupation or any other criterion.

7.2 Residential Status

The Scheme Member's Address will be used for all Scheme membership related matters. You (and your family member(s)) must all live at the Scheme Member's Address for at least 6 months of the year unless in full-time education.

You must notify us immediately of any change to your Scheme Member's Address. Your Scheme membership will

automatically cease if you leave the UK for more than 6 months of the year or provide us with an incorrect or inaccurate Scheme Member's Address.

If treatment received is invoiced to an address which is not the Scheme Member's Address, or the address that you are registered at with your GP is not the Scheme Member's Address, then we reserve the right to:

- Void your Scheme membership; or
- Void your Scheme membership and recover any benefit paid.

7.3 Renewal

Only the *Scheme Holder* may renew the *Scheme*. After the *renewal date* of the *Scheme*, new terms and conditions will apply to *your Scheme* membership.

7.4 Underwriting Terms

Underwriting terms are applied in addition to the terms and conditions of your Scheme contained within this Guide. Please refer to your Certificate of Participation to see which underwriting term applies.

When we refer to conditions in this Section the term also includes any related conditions and any undiagnosed symptoms. A related condition is where a current *UK* body of reasonable medical opinion considers another symptom, disease, illness or injury to be related to or associated with a condition.

We reserve the right at all times to write to your GP for information. Please refer to Section 7.5 (Your Medical Information).

7.4.1 Moratorium Underwriting (sometimes referred to as Mori)

If you have moratorium underwriting you will not be eligible to claim for at least 2 years, for any condition(s) which you had during the 5 years before your Scheme membership starts or which occurred in

the first 14 days after you joined us. We call these pre-existing conditions.

If you do not have any symptoms, treatment, medication or advice for pre-existing conditions for 2 continuous years after your Scheme membership starts, benefit will then be available. We refer to this as a 2 year clear period.

When applying for your Scheme membership, although you do not have to provide us with full medical details of conditions that are outside of the moratorium criteria on the Application Form, we may request more detailed information from your GP/Specialist for each new condition claimed for.

If, when *you* joined, *you* suffered any condition that requires regular monitoring, management, advice or medication, such conditions will never be eligible for benefit. This is because *you* will not have had a 2 year clear period, as explained above.

This means that you will not be able to claim for:

- Any conditions that existed during the 5
 years before the date that you joined us,
 unless you have a 2 year clear period after your join date;
- Any condition that existed before the date that you joined us, for which you have not had a 2 year clear period;
- Any conditions that existed before the date that you joined us, that fall within the moratorium criteria in the Application Form, unless adequately declared to and accepted by us in writing.

We strongly advise you not to delay seeking medical advice or treatment for any condition during the moratorium period.

7.5 Your Medical Information

It is a term of your Scheme membership that we may access your medical record(s) and/or request a medical report from your treatment provider. Our entitlement to this information is governed by the Access to Medical Reports Act 1998 (AMRA).

If we require further information, we will seek your consent. You may choose whether or not you wish to give your consent. If you refuse to give consent then we will be unable to process any claim(s) you have made or may make and your Scheme membership may be terminated or rendered void.

Once you have provided your consent you have the option to view the information first. If you choose to view the information first, we will be unable to process claims you have made or may make until all the information is provided by you to us. If you do not provide all of the information requested to us, your Scheme membership may be terminated or rendered void.

If your Scheme membership is terminated or rendered void as a result of a failure by you to provide to us information we have requested we may recoup from you any amounts already paid in respect of conditions for which you have made a claim prior to the request for information. In these circumstances, we will also seek our costs of recoupment.

We may also require your treatment provider including Specialist or Therapist whose care you have been under, to supply us with any information we reasonably require in relation to your treatment details, costs, invoices submitted to us or in relation to the administration of your Scheme membership.

7.6 What you need to know about *Protocol*

Protocol is a company registered in England and Wales under Company number: 02755175. *Our* registered office is: Rivergate House, Blackbrook Park, Taunton, Somerset, TA1 2PE.

Protocol is a public limited company.

7.6.1 Regulation

Protocol is an Appointed Representative and wholly owned subsidiary of WPA.

7.6.2 What we do

Protocol is an administrator of Corporate Healthcare Trusts appointed on behalf of the trustees pursuant to an Administration Agreement.

7.7 What you should do if you are unhappy and want to complain

If you are unhappy and want to make a complaint you should contact us using any of the contact methods in this Guide and detail your complaint. Your complaint will then be escalated to an appropriate line manager to deal with. The appropriate line manager will investigate the complaint and following the conclusion of the investigation issue you with a response.

This process is overseen by *our* Head of Complaints.

In the event of any dispute the trustees have absolute discretion and their decision is final.

7.8 Enforcing your Scheme membership

7.8.1 Who can Enforce your Scheme? Third party rights are excluded and your Scheme can only be enforced by us and the Scheme Holder.

No third party or family member(s) may enforce any term of your Scheme and Scheme membership. The provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from your Scheme and any document issued under this Scheme.

Neither this *Scheme* nor any document issued under or as a result of *your Scheme* are intended to confer any rights on any *family member(s)* or third parties.

7.8.2 Terms and Conditions

If for any reason, any terms and conditions or provisions within this *Guide* are deemed unenforceable, invalid or illegal, in any respect under law or regulation, the validity, legality and enforceability of the remaining terms and conditions or provisions in this *Guide* will not, as a result, be in any way affected or impaired.

Any failure to exercise, or delay in exercising, any terms and conditions or provisions within this *Guide* by *us*, will not operate as any waiver by *us*.

If we pay any benefit outside the terms and conditions of your Scheme, it does not mean that we are liable to continue to make payment in the future.

7.9 What to do if *you* have healthcare with another provider

It is a condition of this *Scheme* that if, at the time of making any *claim* (or at the time of any *eligible treatment* for which a *claim* has been made) there is any other healthcare arrangement or insurance and/or cash benefit Scheme covering all or part of the costs which are the subject of the *claim*, liability under this *Scheme* shall be limited to a rateable proportion of any such *claim*.

For the avoidance of doubt, this includes any benefit provided by *your* credit card provider or similar.

If you have the benefit of membership of a healthcare arrangement or insurance and/or cash benefit scheme with an insurer you must tell us and agree to us contacting them. This is a condition of your Scheme because neither we in administering the Scheme, nor the other party are liable to pay more than a rateable proportion of any claim for eligible treatment.

If you fail to provide us with details of any other healthcare arrangement or insurance from which you are eligible to claim benefit then we reserve the right to recover the rateable proportion from you.

The amount of any *claim* that *you* make must not exceed the cost actually incurred by *you* for the *eligible treatment you* have received.

It is a general legal principle that *you* are not permitted to make a profit from *claims*.

You may not be paid more than once in respect of the same expense.

7.10 What to do if *you* have a Personal Injury or Clinical Negligence Claim

It is a condition of your Scheme that if you have a personal injury or clinical negligence claim you agree to comply with our: "Claims Cooperation Procedure" which can be viewed on our website at: wpa.org.uk/injury

It is important that you understand the legal implications of the Claims Cooperation Procedure. If you are in any doubt as to the meaning, you must contact us or take independent legal advice as soon as possible.

If we fund any eligible treatment costs which were attributable to the fault or negligence of a third party and you make a claim, you must include the eligible treatment costs within your legal action.

We have a contractual subrogated right to take legal action on your behalf (and in your and/or where applicable your family member(s) name(s)) and you must cooperate with us in the exercise of that right.

7.11 Personal Information, Financial Crime and Fraud

7.11.1 How we use information about you

We will hold and process personal data in accordance with the Data Protection Act, the General Data Protection Regulation (Regulation (EU) 2016/679) and any other applicable laws and regulations relating to the processing of personal data and privacy, including any applicable guidance and codes of practice issued by the Information Commissioner's Office or any other relevant supervisory authority.

We undertake checks for the purposes of preventing financial crime, fraud, money laundering and to verify your identity. These checks require us to process the personal data you have provided or that we have received from third parties and may include but is not limited to your: name, address and address history, date of birth, contact details, financial information, employment details, medical and lifestyle information and device identifiers including IP addresses. Further, we use your personal data to administer your Scheme including underwriting, claims processing, assessment and statistical analysis and to improve our products and services. We take great care in the safe custody and use of personal data. We are one of the few insurance companies to hold the ISO 27001 Standard - the International and British Standard for Information Security.

We do not share information about you with third parties other than to a limited number of essential people necessary to perform our obligations to you, including:

- Your treatment providers;
- Our trusted third party service providers;
- Other companies within the WPA Group including: WPA Protocol Plc; WPA Healthcare Practice Plc; WPA Insurance Services Limited; WPA World Class Services (India) Private Limited and any others as notified from time to time.

In certain circumstances, when we are legally obliged to, it may be necessary for us to share information with HMRC and/or our Regulators.

We may also share medical information with someone acting on behalf of you, if incapacitated.

We never share information with third parties for marketing purposes.

For further details, including an up to date list of *our* Service Providers, please visit *our* website at: wpa.org.uk/privacy

Alternatively, please contact the Data Protection Officer for the WPA Group in writing or email: dataprotection@wpa. org.uk

7.11.2 Financial Crime and Fraud

To detect and prevent fraud, financial crime or improper claims we check details with fraud prevention agencies. Additionally, we work with other organisations including other insurers to pool information about applications or claims. When we and fraud prevention agencies process your personal data, we do so on the basis that we have a legitimate interest in preventing financial crime, fraud, money laundering and to verify identity, in order to protect our business and to comply with laws that apply to us. Such processing is a contractual requirement of the services you have requested.

We, and fraud prevention agencies, may also enable law enforcement agencies to access and use *your* personal data to detect, investigate and prevent crime.

Fraud prevention agencies can hold your personal data for different periods of time, and if you are considered to pose a financial crime, fraud or money laundering risk, your data can be held for up to six years.

Where any potential financial crime, fraud or improper claim is suspected by us, notified to us, or identified by us, we will investigate. If we, or a fraud prevention agency, determine that you pose a financial crime, fraud or money laundering risk, we may refuse to provide the services you have requested or we may stop providing existing services to you.

A record of any financial crime, fraud or money laundering risk will be retained by the fraud prevention agencies and may result in others refusing to provide services, financing or employment to you.

If we conclude you have or any family member has committed fraud, financial crime or submitted an improper claim (or attempted to do so) then we reserve the right to notify the person who pays the premium which may include an employer or family member.

If we obtain evidence of fraud, financial crime or reckless or deliberate misrepresentation in relation to your Scheme membership we will avoid the contract and refuse all claims and will not refund any premiums paid. Further, we will take legal action to recover all losses to us including any claims we have paid, the interest on these sums and all associated costs.

Whenever fraud prevention agencies transfer *your* personal data outside of the European Economic Area, they impose contractual obligations on the recipients of that data to protect *your* personal data to the standard required in the European Economic Area. They may also require the recipient to subscribe to 'international frameworks' intended to enable secure data sharing.

7.11.3 Your Data Protection Rights

Your personal data is protected by legal rights, which may include your right to:

- object to our processing of your personal data;
- request that your personal data is erased or corrected;
- request access to your personal data.

For more information or to exercise *your* data protection rights please contact *us* in writing or email: dataprotection@wpa. org.uk

You also have a right to complain to the Information Commissioner's Office which regulates the processing of personal data. For more information please visit: www.ico.org.uk

Please note that *our* processing of *your* personal data is an essential requirement in order for *us* to provide services to *you* under the terms and conditions of *your Scheme*.

7.11.4 Giving you information

We may advise you by letter, telephone, electronic mail or otherwise of our services or products which we believe you may be interested in. If you do not wish to receive such information please tell us at any time.

You have a right to know what information we hold about you. We may request an administration fee for supplying a copy of any personal information.

You must notify us of any changes to your personal information such as a change to your name, address or email to ensure your personal information is correct and up to date.

We use email as our primary method of communication when we need to communicate with you on claims, medical or administrative matters.

Email is a useful way for you to contact us and for us to communicate with you - but please remember that the email address you give us must be secure and not accessible by anyone else.

By providing *your* email address *you* are consenting to its use for services which may include the provision and/or receipt of *claim* and medical information as well as the administration of *your Scheme*.

7.11.5 *Our* Personal Data Retention Policy

We will hold and process your personal data whilst you are a Scheme Member so that we may administer your Scheme. Following termination of your Scheme membership we will be entitled to continue to hold and process your personal data for legal, regulatory and statutory reporting purposes such as:

- fraud detection and prevention;
- as required by our Regulators:
- monitoring and improving our services;
- data analytics, market trends and benchmarking;
- calculating premiums; and
- such other purposes as may be agreed between us

How long we will retain and process your personal data depends upon the reason for processing. Where we carry out processing following termination we will use reasonable endeavours to ensure the anonymisation or pseudonymisation of personal data in so far as such processing can be carried out in that form.

7.12 Terminating or Cancelling *your Scheme* membership

We reserve the right to terminate all or part of your *Scheme* membership, or to void the *Scheme*, and may not pay *claims* you have made.

7.12.1 Terminating or Voiding *your Scheme* membership

We may at any time terminate (and/or void) or change the terms and conditions of your Scheme membership or stop providing benefits under your Scheme membership if at any time you:

- Act dishonestly or fraudulently in relation to your Scheme membership and us
 (including without limitation as to the deployment and/or existence of any fraudulent devices or means whatsoever); or
 - Recklessly or negligently mislead *us*, either intentionally or carelessly including giving *us* incorrect information or not disclosing information that might influence whether the *Scheme Holder* accepts *you* as a *Scheme Member*, and if so on what terms, including but not limited as to premium, or agree to pay a *claim* or any part of it; or
- You make or try to make a fraudulent claim under your Scheme membership; or
- You are abusive or threatening towards our staff.

In any of these circumstances *you* must return any benefit *we* have paid.

Your Scheme membership will automatically become void and no claims will be paid if:

- You leave the Scheme: or
- You leave the UK to live elsewhere for over 6 months.
- The administrative agreement between us and the Scheme Holder is terminated.

7.12.2 Cancelling your Scheme Membership

The cancellation rights in relation to the *Scheme* are detailed in the Administration Agreement between *us* and the *Scheme Holder*.

If you wish to cancel *your Scheme* membership you must contact the *Scheme Holder*.

8. Definitions

Some words and phrases used in this *Guide* have a particular meaning and this is explained below. These definitions may not all apply to *your* particular *Scheme*, depending on the benefit it offers.

Unless the context of a defined word or phrase otherwise requires, the singular includes the plural and vice versa.

Active Treatment

Treatment that is of curative intent or to relieve acute symptoms, arrest disease progression or remove/destroy cancer cells.

Acute Condition

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

A&E

Accident and Emergency.

Application Form

The document(s) that you completed and/or submitted to apply for your Scheme membership.

Benefit Schedule

The schedule of *your* benefits applicable to *your Scheme* and in force for the *Scheme Year* which details all applicable monetary and non-monetary limits.

Cancer

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

CCSD Code

Operations/procedures carried out by your Specialist are classified using the industry standard CCSD (Clinical Coding and Schedule Development) codes. For information visit www.ccsd.org.uk

Certificate of Participation

The certificate applicable to your Scheme membership and in force for the Scheme Year giving details of:

- The Scheme Member;
- Registered family member(s);
- Underwriting terms; and
- Any personal exclusions that apply.

Claim

A request for payment of a benefit for which qualifying expenses have been incurred under the terms and conditions of the *Scheme* and in line with its terms and conditions.

Critical Care

The Intensive Care Society provide 'Classification of Critical Care' guidance. For information visit www.ics.ac.uk

Curative Intent

Curative intent applies to treatment that is administered with a reasonable expectation both that it will restore the patient close to the state of health enjoyed prior to the disease being diagnosed, and expect the patient to be disease free 5 years after commencement of the treatment.

Customary and Reasonable Cost

The level of fees that we deem to be a customary and reasonable cost are set to reflect the complexity of a procedure, the time and skill involved in its performance and that which is a customary and reasonable cost and a fair return for services rendered. The benefit levels for each procedure are regularly reviewed by the WPA Group Medical Advisory and Clinical Governance Committee, whose medical members have both private and NHS consultant experience. We take professional advice from our Specialist advisers and through continuing dialogue with both the medical profession and professional Specialist bodies.

Day-patient

A patient who is admitted to a *hospital* or *day-patient* unit for medical reasons and because they need a period of medically supervised recovery but do not occupy a bed overnight.

Dentist

A *Dentist* who is registered to practice with the General Dental Council.

Diagnostic Tests

Investigations, such as x-rays or blood tests, to find or to help to find the cause of *your* symptoms. For the purposes of this *Scheme*, *diagnostic tests* also include ultrasound scans.

EHIC.

European Health Insurance Card or any future equivalent reciprocal health funding agreements.

Eligible Treatment

Established treatment for which the Scheme provides benefit, given by a provider of treatment we recognise for an acute condition which is not excluded by any personal exclusion and is within the terms and conditions of the Scheme.

EMA

The European Medicines Agency or any future successor statutory body.

Employee

Director, partner, proprietor, employed member of staff or other individual authorised by the *Scheme Holder*.

End of Life Care

Treatment which concentrates on controlling pain and other symptoms when the patient is near or approaching the end of life and active treatment for the causative disease is no longer considered effective or appropriate.

Established Treatment

Treatment that is considered to be acceptable recognised clinical practice by *our* medical advisers and:

 It is approved by NICE for routine use in the NHS without restriction; and If it involves the use of drugs, they are used within their licensed indication for use in the UK (e.g. EMA).

Family Member

A person included within the *Scheme* who is *your* partner or who is related to the *Scheme Member* and lives at the same address (unless in full-time education).

GMC.

General Medical Council.

GP

General Practitioner holding a current licence to practice whose name appears on the *GMC* General Practitioner Register.

Guide

This Scheme document.

HCPC

Health and Care Professions Council.

Hospital

A *hospital* included in *our* list of recognised *hospitals* that is:

- A private hospital which charges fees for its services with facilities for providing private medical and surgical treatment; or
- An NHS hospital in the UK which is registered in accordance with United Kingdom legislation which is not a nursing home which provides convalescence or geriatric care;
- Or overseas is locally recognised.

In-patient

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

Long Term (chronic) Condition

A symptom, disease, illness, or injury that has one or more of the following characteristics:

- It needs on-going or long term monitoring or management through consultations, examinations, check-ups, and/or tests;
- It needs on-going or long term control or relief of symptoms;

- It requires your rehabilitation or for you to be specially trained to cope with it;
- It continues indefinitely;
- It has no known cure:
- It comes back or is likely to come back.

NHS

National Health Service.

NICE

National Institute for Health & Care Excellence.

Nurse

A qualified *Nurse* who is on the register of the Nursing and Midwifery Council (NMC) and holds a valid NMC personal identification number.

Out-patient

A patient who attends a *hospital*, consulting room, or *out-patient* clinic for medical reasons and is not admitted as an *in-patient* or a *day-patient*.

Personal Exclusion(s)

Specific term(s) that we may, in our discretion, apply to your Scheme based on either your lifestyle, your medical history or your family's medical history. These will be applied either when you take out your Scheme or on transfer and will appear on your Certificate of Participation.

If you are joining on a moratorium underwriting basis you will see your moratorium terms outlined in the personal exclusions section on your Certificate of Participation.

(!) We reserve the right to add retrospective personal exclusions to your Scheme if we become aware of information you did not provide on your medical declaration.

Procedure

A *procedure* that includes any of the following:

- Making an incision to gain access to the inside of a patient's body;
- Using an instrument (such as an endoscope) to gain access to and view the inside of a patient's body;

 Using electromagnetic energy to treat a condition for example lithotripsy to treat kidney stones.

Note: these *procedures* are classified by *CCSD Codes*.

Protocol

WPA Protocol Plc, Rivergate House, Blackbrook Park, Taunton, Somerset, TA1 2PE and any other company within the WPA Group.

Renewal Date

12 months following the start of the Scheme as shown on the Certificate of Participation.

Retiree

An individual who was an *Employee* who has since retired but is authorised by the *Scheme Holder* to continue as a *Scheme Member*.

Scheme

The Scheme is the healthcare Scheme provided by and in accordance with the terms and conditions of the Healthcare Trust. The Scheme is administered by Protocol as set out in the terms and conditions contained in this Guide, the Benefit Schedule, Certificate of Participation and where applicable any other endorsement or memorandum issued by Protocol.

Scheme Holder

The Trustees of the Healthcare Trust that entered into the Administration Agreement with *Protocol*.

Scheme Member

Any eligible individual actively involved in the business of the *Scheme Holder* as an *Employee* or *Retiree* and registered on the *Scheme*.

Scheme Member's Address

The UK address you provided to us. If you have one or more addresses, you should provide us with your usual residence where you and your family member(s) live for at least 6 months of the year. The Scheme Member's Address and the address you register with your NHS GP must be the same.

Scheme Year

The *Scheme* lasts for 12 months commencing on the start date set out in *your Certificate of Participation*.

Specialist

A medical practitioner holding a licence to practise whose name appears on the current *GMC* Specialist Register and is certified as a *Specialist* by the appropriate college or specialty body providing a regulatory function.

Targeted/Biological Therapies

These are therapeutic/biological drugs that stop cells from multiplying and spreading or developing a blood supply to sustain themselves. *Targeted/biological therapies* also include immunotherapies which use *your* own immunological system to treat the underlying condition.

Therapist

A *treatment* provider fully registered with the appropriate professional body.

Transfer

When a Scheme Member or family member(s) changes benefit level or moves from one Scheme to another.

Treatment

Surgical or medical services (including diagnostic tests) that are needed to investigate, relieve and/or cure a symptom, disease, illness or injury. This includes any form of medical care.

UK

When reading this *Guide* references to the *UK* include England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man.

Us/We/Our

WPA Protocol Plc, Rivergate House, Blackbrook Park, Taunton, Somerset, TA1 2PE and any other company within the WPA Group.

WPA Worldwide Coordination Centre The 24 hour service which *you* must contact in order to make an Overseas Emergency *Treatment claim*.

You/Your

The person (Scheme Member) named on the Certificate of Participation and any registered family member(s).

Our standards are high

WPA is unique amongst UK insurers in achieving four highly regarded and internationally recognised standards across our company. These standards reflect our service excellence provided to our customers, whether big global employers, medium sized businesses or the many thousands of UK individuals and families. We are independently audited by BSI and have been certified to:

Quality Management: ISO 9001

The Standard for Quality Management systems placing emphasis on achieving customer satisfaction and continual improvement.

Business Continuity Management: ISO 22301

A management system to restore our ability to supply critical services to an agreed level following a disruption to service.

Environmental Management: ISO 14001

The Standard for Environmental Management systems - one of the highest benchmarks in environmental management and best practice.

Information Security Management: ISO 27001

The benchmark for protecting valuable and sensitive customer information.

PROTOCOL



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Registered in England and Wales No. 275 5175 VAT No. 634 5420 54

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