Trust Care

Company – Policy Wording

Contents

Introduction

This booklet contains information about your private health insurance policy. It forms part of our contract of insurance with the policyholder, providing cover for the insured persons. Please read it carefully and then keep it somewhere safe.

The **Application**, **Policy Statement**, **Financial Statement** and **Policy Schedules** which you have already received (as amended from time to time), all form part of your contract with us, they should be read and kept together with this document.

When we refer to 'insured person', 'you' or 'your' in this policy document, we mean a **Group Member** or an **Eligible Dependant**.

When we refer to 'we', 'our', or 'us', we mean Aviva Health UK Limited, which administers your policy on behalf of Aviva Insurance Limited, which underwrites and provides your contract of insurance. We are a wholly owned subsidiary of Aviva Insurance Limited and act as its agent for the purposes of: (i) receiving premium from our clients; and (ii) receiving and holding claims money and premium refunds prior to transmission to our client making the claim or entitled to the premium refund.

Throughout the policy document, the words 'such as', 'including' and 'for example' are illustrative only and are not intended to define an exhaustive list.

We aim to give you the best customer service and claims administration possible. To assist us in delivering a high level of service, and sometimes for confidential training purposes, calls to and from Aviva may be monitored or recorded.

This policy is underwritten by Aviva Insurance Limited and administered by Aviva Health UK Limited.

Definitions

To avoid repetition, the following words or expressions, wherever used in this **Policy**, have the specific meanings given below. To assist you and the **Policyholder** in identifying the defined words or expressions they are shown in **bold** print throughout the **Policy**.

Accident or Emergency Admission

An admission:

a. to a **Hospital** directly following an accident

b. to a **Hospital** ward directly from the emergency department for urgent or unplanned **Treatment**

c. to a **Hospital** ward on the same day as a referral for **Treatment** is made either by a **GP** or **Specialist**, when immediate **Treatment** or **Diagnostic Tests** are **Medically Necessary**.

Acute Condition

A 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.

Advice

Any

- consultation
- advice, or
- prescription.

Application

The **Policyholder's** application for cover for the **Group** under this **Policy** and, where they are required by us, the individual applications made by **Group Members**.

Approved Hospital/Hospital

- An NHS pay bed, or
- An NHS facility included on our list of Approved Hospitals current at the **Relevant Date**, or
- An establishment which we agree is an appropriate facility for the provision of **Treatment** prior to **Treatment** being carried out and which we recognise to provide the type of **Treatment** undertaken and for the condition that requires **Treatment**.

Cancer

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

Chemotherapy

Drugs that are used to treat **Cancer**. These include drugs used to destroy **Cancer** cells or prevent tumours from growing (these could be cytotoxic drugs, targeted or biological therapy drugs).

For this **Policy**, hormone therapy is not chemotherapy.

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, and/or tests
- it needs ongoing 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.

Commencement Date

The date shown in the **Policy Statement** on which cover for the **Group** commences under this **Policy**.

Date of Entry

The date shown in the **Policy Schedule** on which you were included in the **Group**.

Day-patient

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

Diagnostic Centre

A

- **Hospital** or
- facility

recognised by us to carry out a CT, MRI or PET scan.

Diagnostic Tests

Investigations, such as X-rays or blood tests, to find or to help to find the cause of your symptoms.

Dietician

A practitioner who is:

- included in the register of the Health and Care Professions Council as a dietician, and
- recognised by us.

Eligible Dependant(s)

A **Group Member's** spouse or partner and/or children under 24 years of age who are included in the **Group** pursuant to the **Policy Statement** and **Application**.

Definitions

Financial Statement

A statement addressed to the **Policyholder** giving details of (amongst others) the insured persons and premiums.

General Practitioner/GP

A general medical practitioner included in the GP Register kept by the General Medical Council.

Group

All insured persons covered under this **Policy** pursuant to the **Policy Statement** and **Application**.

Group Member(s)

An employee of the **Policyholder** who is designated as being eligible for inclusion in the **Group** in accordance with the terms of the **Policy Statement**.

Hospice

A hospital or part of a hospital recognised as a hospice by us which is devoted to the care of patients with progressive disease (where curative **Treatment** is no longer possible) on an **In-patient Treatment** or domiciliary basis.

In-patient

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

Medically Necessary

Treatment or a medical service which is needed for your diagnosis and is appropriate in the opinion of a qualified medical practitioner or **Specialist**. By generally accepted medical standards, if it is withheld your condition or the quality of medical care you receive would be adversely affected.

Minor Surgery

A surgical procedure classified in accordance with the list published by us.

Network

A group of **treatment** units, specialising in managing specific conditions. We only work with clinicians and medical facilities that meet our quality care standards. More information on Networks can be found at **aviva.co.uk/health-network**

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 and is not admitted as a **Day-patient** or an **In-patient**.

Period of Cover

The period set out in the **Policy Statement** during which cover is in place and for which the premium has been paid.

Policy

Our contract of insurance with the **Policyholder** providing cover for **Group Members** and their **Eligible Dependants**. The **Application**, **Policy Statement**, **Financial Statement**, **Policy Schedules** and list of **Approved Hospitals** (current at the **Relevant Date**) all form part of the contract and must be read together with this policy document (as amended from time to time).

Policyholder

The person or business named as policyholder in the **Policy Statement** and which is actively trading in the **UK**.

Policy Schedule

The schedule addressed to each **Group Member** giving details of (amongst others) the **Date of Entry**, **Policyholder** and insured persons and special terms (if any).

Policy Statement

A statement sent to the **Policyholder** giving details of (amongst other things) the **Policyholder**, eligibility criteria to join the **Group**, type(s) of cover and special terms (if any).

Pre-existing Condition

Any 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 your **Date of Entry**.

Qualified Chiropractor

A practitioner who is:

- included in the Register of Chiropractors kept by the General Chiropractic Council, and
- who is recognised by us.

Qualified Osteopath

A practitioner who is:

- included in the Register of Osteopaths kept by the General Osteopathic Council, and
- who is recognised by us.

Qualified Physiotherapist

A practitioner who is:

- included in the register of the Health and Care Professions Council (HCPC) as a physiotherapist, and
- who is recognised by us.

Related

Diseases, illnesses or injuries are related if, in our reasonable medical opinion, one is a result of the other or if each is a result of the same disease, illness or injury.

Relevant Date

The actual date of **Treatment**.

Review Date

The annual anniversary of the **Commencement Date**.

Specialist

A registered medical practitioner who:

- has at any time held and is not precluded from holding a substantive consultant appointment in an NHS hospital
- holds a Certificate of Higher Specialist Training issued by the Higher Specialist Training Committee of the relevant Royal College or faculty, and
- is included in the Specialist Register kept by the General Medical Council

and who is recognised by us to provide the **Treatment** you require for your condition.

Treatment

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

UK

Great Britain and Northern Ireland, the Channel Islands and the Isle of Man (for the purposes of this **Policy**).

UK Resident

- Having the legal right to reside in the **UK** (ie. holding **UK** citizenship or an appropriate visa) for the duration of the one year **Period of Cover**; and
- Physically living in the **UK** for the duration of the one year **Period of Cover** (other than for trips abroad totalling no more than 3 months during one year **Period of Cover**).

Cover and benefits

The purpose of this **Policy** is to cover you during a **Period of Cover** for the **Treatment** of **Acute Conditions.** If you are a resident in the Channel Islands or Isle of Man additional cover and benefits apply (please see your member documents). Except as otherwise stated all **Treatment** must be by **Specialists** following referral from your **General Practitioner**.

You are covered for eligible **Treatment**. Eligible **Treatment** is **Treatment** of an **Acute Condition**:

- covered under your **Policy**, including facilities, services and equipment,
- shown by current best available clinical evidence to improve your health outcome, at the time your **Treatment** takes place,
- appropriate for your individual care, including how it is carried out, how long it continues and how often it occurs,
- carried out by a health care professional, such as a **Specialist**, who is qualified to provide your **Treatment** and to care for your condition, and is recognised by us
- carried out at an **Approved Hospital**, a facility recognised by us as part of a **Network**, or an NHS **Hospital** recognised by us to provide the type of **Treatment** undertaken
- carried out in facilities where appropriate clinical governance processes are in place at the time your **Treatment** takes place, and
- undertaken because you need it for medical reasons.

An **Acute Condition** is defined as: A 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.

We take our obligations under the Equality Act 2010 seriously, and do not exclude cover generally for people on the basis of their protected characteristics. The cover and exclusions detailed in your **Policy** apply to everyone and are a reflection of the commercial risk we are prepared to accept as an insurance company.

Networks

We've set up **Networks** of **Treatment** units, specialising in managing certain conditions. We only work with clinicians and medical facilities that meet our quality care standards. More information on **Networks** and a list of the conditions for which we have a **Network** in place can be found at **aviva.co.uk/health-network**.

You can benefit from our **Networks** by obtaining an open referral from your **GP** and allowing us to confirm a **Treatment** facility, or you can choose to use a **Hospital** on your hospital list. An open referral from your **GP** would detail the type of specialist you need to see, but it wouldn't name a specific specialist or hospital.

We strongly recommend that you call us before any consultations, **Diagnostic tests**, or **Treatment** takes place, so that we can help you choose an appropriate facility or **Specialist**.

Benefits

Benefits available for **Treatment** under this **Policy**, subject to the Benefit Terms, shall be limited to **Approved Hospital** charges, professional fees and **Hospice** donations for the following:

Benefits	Amount Payable	Notes - see also Benefit Terms
A. **In-patient** or **Day-patient Treatment** of **Acute Conditions** at a **Network** facility, an **Approved Hospital**, or at an NHS **Hospital** recognised by us* - see Benefit Term 12		
i. **Hospital** charges*	In full	consisting of accommodation and meals; nursing care, drugs and surgical dressings; operating theatre; intensive and high dependency care; prostheses inserted into the body during an operation; physiotherapy
ii. **Specialists'** fees*	Up to the limits in our fee schedule	consisting of surgeons', anaesthetists' and physicians' fees. See Benefit Term 2b
iii. **Diagnostic Tests***	In full	Including pathology, X-rays, physiological tests such as ECGs; CT, MRI and PET scans
iv. Radiotherapy/chemotherapy*	In full	

The information on this Cover and Benefits page must be read in conjunction with the Definitions, Benefit Terms, Conditions, Exclusions and the other documents forming the **Policy**.

Benefits	Amount Payable	Notes - see also Benefit Terms
B. **Out-patient Treatment** of **Acute Conditions**		
i. Consultations with a **Specialist**	Up to the limits in our fee schedule	See Benefit Term 2b
ii. **Treatment** by a **Specialist**	In full	Including **Hospital** fees, equipment charges, anaesthesia. **Specialists'** fees are covered up to the limits in our fee schedule. See Benefit Term 2b
iii. **Diagnostic Tests**	In full	Including pathology, X-rays, physiological tests such as ECGs; CT, MRI and PET scans. CT, MRI or PET scans as an **Out-patient** will only be covered at a **Diagnostic Centre**
iv. Radiotherapy/chemotherapy	In full	
v. **Treatment** by a **Qualified Physiotherapist, Qualified Chiropractor** or **Qualified Osteopath,** on referral by your **GP**	Up to the limits in our fee schedule	Up to 10 sessions in combined total per condition, per one year **Period of Cover**. See Benefit Term 2b and Benefit Term 3
Additional Benefits		
C. Nursing at home by a **Nurse**	In full	Immediately following eligible **In-patient** or **Day-patient Treatment**. See Benefit Term 4
D. Private ambulance	In full	See Benefit Term 5
E. Parent accommodation when staying with a child covered by the **Policy**	In full	Child of 15 or under receiving eligible **Treatment**; one parent only
F. Baby Bonus	£100 per baby	See Benefit Term 6
G. **Treatment** for complications of pregnancy and childbirth	In full	Subject to the condition arising at least 10 months after the **Date of Entry**. See Benefit Term 2b, Benefit Term 7 and Benefit Term 12
H. **Minor Surgery** by a **GP**	Up to £100 per procedure	For procedures appearing on our **Minor Surgery** List; payable to the **GP**. For further details please see **aviva.co.uk/gp-minor-surgery**
I. **Hospice** donation	£70 per day	Donation to the **Hospice**; up to 10 days' care maximum. See Benefit Term 8
J. Surgical procedures on the teeth performed in a **Hospital**	In full	See Benefit Term 2b and Benefit Term 12
K. Stress Counselling helpline	Unlimited number of calls	This service is available to insured persons aged 16 and over. See Benefit Term 9

*See Benefit Term 11 for cover under this section if you have chosen a Company Trust Care 6 **Policy**.

The information on this page must be read in conjunction with the Definitions, Benefit Terms, Conditions, Exclusions and the other documents forming the **Policy**.

Benefit terms

1. The date for determining the benefits available for **Treatment** shall be the **Relevant Date**.

2a. All costs for which benefit is claimed must, unless otherwise specified in this **Policy**, be wholly and exclusively for the purpose of **Treatment** of **Acute Conditions**. Benefit is only payable in respect of **Treatment** that 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.

2b. We produce a list of fee guidelines based on factors such as the complexity and duration of each procedure, or **Treatment**, which sets out our limits for the payment of fees. Any amount above the relevant guideline figure will not usually be covered by this **Policy** and will be your responsibility. You can view our fee guidelines online at **aviva.co.uk/pmifees**

3. Benefit B (iv) (**GP** referred **Treatment**). If you require more than ten sessions in combined total for the same medical condition in the same **Period of Cover** then they must be requested by and be under the control of a **Specialist**.

4. Benefit C (Nursing at home) is only available for nursing on **Specialist** recommendation which takes place in your home. It is payable only when all charges are exclusively for exercising nursing skills of a nature of which only **Nurses** are capable and must immediately follow **Treatment** which has been the subject of a valid claim under this **Policy**.

5. Benefit D (Private ambulance). We will cover travel by a private ambulance to the nearest available facility if:

   - it is needed in connection with **Treatment** as an **In-patient** or **Day-patient** that is covered by the **Policy**, and
   - you travel between **Hospitals** as part of your **Treatment** as an **In-patient** or **Day-patient**, and
   - it is **Medically Necessary** for you to travel by ambulance.

6. Benefit F (Baby bonus). We pay the **Group Member** a baby bonus of £100 for each baby born to or adopted (within a year of birth) by them or an **Eligible Dependant** during a **Period of Cover**.

   The baby bonus is only available if the baby is born or adopted more than 10 months after the **Group Member's Date of Entry** and is payable once per baby.

7. Benefit G (complications of pregnancy and childbirth) will only be available for **Treatment** directly or indirectly arising from or requested in connection with complications of pregnancy and childbirth arising at least 10 months after the **Date of Entry**.

   The following conditions will be considered complications for the purposes of this benefit:

- ectopic pregnancy (development of foetus outside the womb)
- miscarriage (if you have miscarried, but not investigations into the cause of miscarriage)
- still birth
- hydatidiform mole (cell growth abnormality in the womb)
- retained placenta (afterbirth retained in the womb)
- eclampsia (a coma or seizure during pregnancy and following pre-eclampsia)
- caesarean sections – in specific clinical circumstances (we require full clinical details from your **Specialist** before we can make a decision about your cover)

8. Benefit I (**Hospice** donation) is payable only in relation to care received as a patient of a **Hospice** and must relate to a medical condition which has been the subject of a prior valid claim under this **Policy**.

9. Benefit K (Stress Counselling helpline). The Stress Counselling helpline aims to give such advice as it is reasonable and practical to give to you over the telephone.

   The Stress Counselling helpline is designed to be available 24 hours per day but some reasonable delay may be experienced from time to time. It is not an emergency service. You may call on behalf of another insured person subject to any patient confidentiality requirements of the service provider. In using the Stress Counselling helpline, you (where applicable, on behalf of another insured person) automatically authorise the use and disclosure of any medical or other information, on a fully confidential basis as between us and any service providers we use in making the service available, for the sole purpose of policy and service administration.

   We shall not be responsible for any failure in the provision of the Stress Counselling helpline service to the extent that it is due to circumstances beyond the reasonable control of us or any of our service providers.

   Stress Counselling helpline: **0800 158 3349**

   This service is available to insured persons aged 16 and over. Call charges are the responsibility of the caller.

10. Benefit may only be claimed for the medical services specified in this **Policy** if they are provided in the **UK**.

11. With a Company Trust Care 6 **Policy** benefits for **In-patient** and **Day-patient Treatment** (including **Accident or Emergency Admissions**) will only be available if that **Treatment** is not available to you as an NHS patient at an NHS hospital within six weeks after the date on which the **Specialist** recommends that **Treatment** (at or following a consultation between you and that **Specialist**). The NHS waiting period

Benefit terms

must be determined and advised by the **Specialist** in charge of your **Treatment**. The six week option is not available to insured persons who live in the Channel Islands or the Isle of Man.

12. If you receive **Treatment** as an **In-patient** or **Day-patient** in a **Hospital** that is not:

    - an NHS pay-bed at an NHS **Hospital**
    - included on your Hospital list
    - through a **Network**, or
    - a **Hospital** that we have chosen for your **Treatment**

    we will calculate the average cost of equivalent **Treatment** across all **Hospitals** on your list and that average cost is the maximum we will pay. This could leave you with a shortfall that the **Policy** does not cover. If the actual cost of the **Treatment** is less than the average cost, we will pay the **Hospital** costs in full.

    We will cover **Specialists'** fees up to the limits in our fee schedule.

    If you receive **Treatment** in a **Hospital** that is not recognised by us, we will not pay any **Hospital** fees for your **Treatment**.

    If you receive **Treatment** as an NHS **In-patient** or **Day-patient** whilst occupying an NHS amenity bed (a bed paid for you in a single room or side ward in an NHS **Hospital** where you receive NHS **In-patient** or **Day-patient Treatment**) and that **Treatment** would have been covered by the **Policy** if you had chosen to receive it as a private patient, we will reimburse you for the cost of the amenity bed.

    We will pay the fixed cost for the amenity bed only; we will not pay for additional extras (such as visitor meals).

    If you claim for the cost of an NHS amenity bed you cannot also claim NHS cancer cash benefit for the same **Treatment**.

Benefits for cancer treatment

This section explains what Aviva will pay for **cancer treatment**

Important:

If you have the six week option, we do not pay for **Treatment** as an **In-patient** or **Day-patient** if it is available on the NHS (including **Accident or Emergency Admissions**) within six weeks from the date your **Specialist** recommends it. The NHS can often treat **Cancer** patients within 6 weeks, which means that we will not pay for most of the **Treatment** you need. However, if your **Specialist** recommends **Treatment** that is not available on the NHS, but is covered by the **Policy**, we will pay for that **Treatment**. If you have the six week option and you have **Treatment** as an **Out-patient**, we do not apply the six week rule to that **Treatment**. However, if you need to be admitted for **Accident or Emergency Admissions**, for example a blood transfusion, we will not pay for that **Treatment**.

You can have **Out-patient Treatment** at a **Hospital** not on your list but is recognised by us and we will pay in full. However, **In-patient** and **Day-patient Treatment** will only be covered in full at a **Hospital** that is included on your hospital list and recognised by us for the **Treatment** that you need or included on one of our **Networks**. If you have **In-patient** or **Day-patient Treatment** at any other **Hospital** recognised by us we will calculate the average cost of equivalent **Treatment** across all **Hospitals** on your list, and that average cost is the maximum we will pay. This could leave you with a shortfall that the **Policy** does not cover. If the actual cost of the **Treatment** is less than the average cost, we will pay the **Hospital** costs in full. We will cover **Specialists'** fees up to the limits in our fee schedule. If you receive **Treatment** in a **Hospital** that is not recognised by us, we will not pay any **Hospital** fees for your **Treatment**.

We also cover **Treatment** at home if your **Specialist** agrees this is possible and it can be supported by a homecare provider recognised by us.

Benefits	Amount payable	Notes
Hospital charges for surgery and medical admissions	In full	Including accommodation and meals, nursing care, drugs and surgical dressings and theatre fees. See Benefit Term 13
Specialists' fees	Up to the limits in our fee schedule	See Benefit Term 14
NHS cash benefit for **Cancer Treatment**	£100 each day	See Benefit Term 15

Benefits for cancer treatment

Benefits	Amount payable	Notes
Post-surgery services		For example, specialist nursing, feeding. See Benefit Term 16 for details of services that the **Policy** will pay for
Chemotherapy	In full	See Benefit Term 17
Radiotherapy	In full	See Benefit Term 18
Bone strengthening drugs (such as bisphosphonates)	In full	
Treatment for side effects of **Chemotherapy** and radiotherapy	In full	See Benefit Term 19
Genetic testing to support **Treatment**	In full	See Benefit Term 20
Molecular profiling	In full	See Benefit Term 21
Wig	Up to £100	In total whilst you are a member of the **Policy** (not per one year **Period of Cover**) See Benefit Term 22
External prostheses	Up to £5,000	See Benefit Term 23
Stem cell and bone marrow transplants	In full	See Benefit Term 24
Monitoring	In full	See Benefit Term 25
Ongoing needs	Up to five years	See Benefit Term 26
Preventative **Treatment** for **Cancer**		See Benefit Term 13
End of life care		See Benefit Term 27

Benefit Terms

Benefit Term 13 (Preventative treatment)

We will pay for surgery to prevent further **Cancer** only if you have already had **Treatment** for **Cancer** that we have paid for – for example, we will pay for a mastectomy to a healthy breast if you have been diagnosed with **Cancer** in the other breast.

We will not pay for surgery where you have no symptoms of **Cancer**, for example where you have a strong family history of **Cancer** such as breast **Cancer** or bowel **Cancer**.

Benefit Term 14 (Specialists' fees)

We cover **Specialists'** fees up to the limits in our fee schedule. If the fee is higher than the limit in our fee schedule, it is your responsibility to pay the **Specialist** the difference.

You can view the fee schedule online at **aviva.co.uk/pmifees** or call our customer service helpline on **0800 158 3333**. Calls to and from Aviva may be recorded and/or monitored.

Benefit Term 15 (NHS cancer cash)

We will pay NHS cash benefit for **Cancer treatment** if:

- you receive **Treatment** for **Cancer** as an NHS patient, and
- that **Treatment** would have been covered by the **Policy** if you had chosen to receive it as a private patient

We will pay £100 for each day you receive **Treatment** as:

- an **In-patient**
- a **Day-patient**

We will pay £100 for each day you:

- receive **Out-patient** radiotherapy, **Chemotherapy** or blood transfusions
- undergo **Out-patient** surgical procedures

We will pay £100 for:

- each day you receive intravenous (IV) **Chemotherapy** at home
- each week whilst you are taking oral **Chemotherapy** drugs at home

We may need to contact your **Specialist** for details of your **Treatment** before we can pay your claim. When you make a claim for NHS cancer cash benefit, we may ask for the discharge summary from the **Hospital**.

You will not be able to claim more than £100 in any one day.

NHS cash benefit for **Cancer Treatment** is not available if you claim for the cost of an NHS amenity bed for the same **Treatment**.

Benefits for cancer treatment

Benefit Term 16 (Post-surgery services)

Medical services

Following surgery for **Cancer** there are a number of different specialist services that you may need, depending on the type of **Cancer** you have and the surgery you have had. We will pay for consultations immediately following surgery with, for example, a:

- **Dietician** in order to stabilise your diet following surgery or **Chemotherapy**
- stoma **Nurse** to show you how to care for your stoma
- **Nurse** to show you how to manage lymphoedema.

Artificial feeding

If, due to your **Cancer** or **Treatment** of your **Cancer**, you have problems eating and need artificial feeding, we will pay for the insertion and replacement of a tube (for example, a central line, PICC line or PEG) to deliver the food (called nutrition). Whilst you are in **Hospital** for **Cancer Treatment**, we will pay for the nutrition itself, although once your **Cancer Treatment** has finished we will no longer pay for the nutrition itself, or maintenance of the line (for example cleaning of the line).

Benefit Term 17 (Chemotherapy)

We will pay for **Chemotherapy** in full if you have the **Treatment**:

- through a **Network**
- as a **Day-patient** or an **In-patient** at a **Hospital** on your list
- as an **Out-patient**, or
- at home.

We do not pay for hormone therapy.

BUT: We will pay for hormone therapy if you need it to shrink a tumour before you have surgery or radiotherapy.

Benefit Term 18 (Radiotherapy)

We will pay for radiotherapy in full if you have the **Treatment**:

- through a **Network**
- as a **Day-patient** or an **In-patient** at a **Hospital** on your list if you need it for medical reasons, or
- as an **Out-patient**.

Benefit Term 19 (Side effects)

Whilst you are receiving **Chemotherapy** or radiotherapy, we will pay for **Treatment** prescribed by your **Specialist** that you need to deal with their side effects, for example:

- antibiotics
- anti-sickness drugs
- steroids

- pain killers
- drugs to boost your immune system, and
- blood transfusions.

Benefit Term 20 (Genetic testing)

We will pay for genetic testing in full if it is requested by a **Specialist** to aid a diagnosis or to help determine the type of **Treatment** required and is carried out at a facility recognised by us.

But, we will not pay for genetic testing carried out:

- for screening purposes
- where there are no symptoms
- when the outcome of the test will not determine a **Treatment** pathway.

Benefit Term 21 (Molecular profiling)

During molecular profiling, the profile of the cancerous tissue is studied to help determine the most accurate and effective **Treatment**. We pay for these tests in full when they are being used to determine the most appropriate **Treatment** and are carried out at a facility recognised by us.

Benefit Term 22 (Wig)

We will pay up to £100 towards the cost of a wig if you need one due to hair loss caused by **Cancer Treatment**.

Benefit Term 23 (Prostheses)

We will pay in full for prostheses that are inserted into the body.

For external prostheses following surgery for **Cancer** – for example arms, legs, breasts, ears – we will contribute up to £5,000 towards the cost of purchasing the first prosthesis after your surgery. This includes any cost for fitting the prosthesis.

Benefit Term 24 (Stem cell transplants)

We will pay for:

- the collection of
- storage of, and
- implantation of

stem cells and bone marrow if you have this **Treatment** at a **Network** facility, or at a **Hospital** on your list.

If the stem cells or bone marrow comes from another person, we will pay for their collection. We do not pay for search costs, including compatability testing, to find a donor for a transplant. We do not pay for courier charges.

We will pay for drugs for you to take home at the time you are discharged from **Hospital** following a stem cell or bone marrow transplant.

BUT: After you have been discharged from **Hospital** following a stem cell or bone marrow transplant, you may need to take certain drugs

Benefits for cancer treatment

(for example immunosuppressants, antibiotics, steroids) for a long period of time in order to prevent complications. We will not pay for these drugs.

Benefit Term 25 (Monitoring)

We will pay for monitoring after your **Treatment** for **Cancer** has finished. This includes **Diagnostic Tests** and consultations.

BUT: We do not pay for monitoring after **Treatment** for non-melanoma skin **Cancer**.

Benefit Term 26 (Ongoing needs)

If you have any ongoing medical needs, such as regular replacement of tubes, drains or stents, we will pay for up to five years after your **Treatment** for **Cancer** has finished, provided you are still covered by the **Policy**.

Benefit Term 27 (End of life care)

We will pay for end of life care in a **Hospital** if it is **Medically Necessary**.

If you are admitted to a **Hospice**, we will make a donation to the **Hospice** of £100 each night, up to £10,000 (someone will need to tell us that you have been admitted to the **Hospice**).

If you stay at home but are visited by a nurse from a registered charity, for example Macmillan Cancer Support or Marie Curie Cancer Care, we will donate £50 a day to one charity for each day they need to be with you, up to the £10,000 limit.

Exclusions from cover

Benefits will not be available for:

1. **Treatment**

a. of any **Pre-existing Condition** or any **Related** condition unless the **Pre-existing Condition** or any **Related** condition was fully disclosed to us in writing on the **Group Member** application in the form prescribed by us and either we have not expressly excluded **Treatment** relating to it, or it is not excluded under the **Policy** within this exclusions from cover section.

We may review your personal medical exclusion(s) at your **Review Date**, if you ask us to. If we have recently applied an exclusion when you joined the **Policy** or reviewed a medical exclusion at your **Review Date**, we will let you know when the medical exclusion may be reviewed again, if you ask us.

We will not alter or remove a medical exclusion if the excluded medical condition (or any related conditions) in our view is likely to need **Treatment** in future.

There are some medical exclusions that we will not review, for example, if it is a **Chronic Condition** or a recurrent condition.

(We may alter the above exclusion, and if we do, we will confirm this to the **Policyholder** and each **Group Member** on the **Policy Statement** and **Policy Schedule** respectively);

b. of a **Chronic Condition**. Including:

- expected deterioration of a **Chronic Condition** which needs regular consultations, **Diagnostic Tests** or **Treatment** from a **Specialist**.

BUT:

- We do cover unexpected acute flare-ups of a **Chronic Condition** until your condition is re-stabilised.
- We do not apply this **Chronic Condition** exclusion to **Treatment** for **Cancer**. We will apply this exclusion to consequences of, or conditions **Related** to **Cancer Treatment**;

c. directly or indirectly arising from or required in connection with any of the following:

- pregnancy and childbirth, or **Related** conditions that can only be caused by pregnancy or childbirth.

BUT: We do cover:

- **Related** conditions that can also be experienced outside of pregnancy and childbirth, and
- the specific complications listed under the pregnancy complications benefit term (benefit G).

- male and female birth control;
- termination of pregnancy;
- infertility other than for costs of investigation into the cause of infertility where both partners:
  - have been continuously covered by us for at least two years at the time of incurring such costs, and
  - had been unaware of the existence of infertility at the relevant **Date of Entry**); and
- any form of assisted reproduction;

Exclusions from cover

d. attributable directly or indirectly to infection by human immunodeficiency virus (HIV) and/or any HIV **Related** illness including but not limited to acquired immune deficiency syndrome (AIDS);

e. for alcoholism, alcohol misuse, drug misuse, solvent misuse, or addictive conditions of any kind and **Treatment** of any illness or injury arising directly or indirectly from any such misuse or addiction;

f. received in health hydros, nature cure clinics or similar establishments, or private beds registered as a nursing home attached to such establishments;

g. by a **Specialist** without a referral from your **General Practitioner** except for **Treatment** of **Acute Conditions** in an emergency but only if your **General Practitioner** is kept fully informed of the **Treatment** so that he/she is able to support a claim for benefit;

h. of psychiatric, psycho-geriatric or mental illnesses or conditions of any kind;

i. of myopia or hyperopia, such as glasses, contact lenses or laser eyesight correction surgery.

2. **Treatment** received other than at a **Network** facility, or an **Approved Hospital** except as stated in the Cover and Benefits and Benefit Terms.

3. Supportive **Treatment** of renal failure including dialysis. However we will pay for the cost of renal dialysis incurred:

a. immediately pre- and post-operatively during any kidney transplant or attempted transplant;

b. in connection with acute secondary failure when the dialysis is part of intensive care;

c. if you are admitted to **Hospital** for eligible **Treatment** as an **In-patient** for another condition and need regular kidney dialysis during this admission.

4. Procedures, or any consequence of a procedure that is intended to change your appearance (for example a tummy tuck, facelift, tattoo, hair dye, body piercing), whether or not this is carried out for psychological or medical reasons.

   We do not cover procedures, or any consequence of a procedure to remove undiseased tissue.

   BUT: We will cover a surgical procedure to restore your appearance if:

   - the surgical procedure immediately follows an accident, or **Treatment** for **Cancer**, and
   - the accident or **Cancer Treatment** took place when you were covered under the **Policy** and you have had no break in cover since then.

   If you have had an implant or implants following **Treatment** for **Cancer** we will pay for the removal and replacement of the implant or implants at the end of their lifespan providing you were covered

under the **Policy** when the **Cancer Treatment** took place and you have had no break in cover since then.

We advise that you contact us before **Treatment** begins so that we can confirm if you are covered.

5. Drugs and dressings other than:

a. those prescribed by a **Specialist** for use during the course of **In-patient Treatment** or **Day-patient Treatment** at an **Approved Hospital**; and

b. those prescribed by a **Specialist** for a surgical procedure during the course of **Out-patient Treatment**.

6. **Treatment** by a **General Practitioner** (other than **Minor Surgery**) or **Diagnostic Tests** which are specifically requested by a **General Practitioner**.

7. Routine medical examinations (including sight testing).

   BUT: We do cover routine monitoring for **Cancer** after you have finished **Treatment** for **Cancer**.

8. **Hospital** charges:

a. if for any reason the **Hospital** has effectively become or could be treated as being your home or permanent abode; or

b. where the admission to **Hospital** is arranged wholly or partly for domestic reasons.

9a. Neurostimulators (such as cochlear implants) and any **Treatment** related to their implantation or continued care.

   This exclusion does not apply to heart pacemakers or implantable cardioverter defibrillators.

b. Spectacles; contact lenses; hearing aids; dentures; other optical, dental, surgical or medical appliances or equivalent appliances (other than external prostheses following surgery for **Cancer** (see benefits for cancer treatment section) and prostheses inserted into the body during the course of a surgical procedure).

10. **Treatment** of an injury sustained whilst you are training for, or taking part in sport for which you are:

   - paid, or
   - personally funded by sponsorship or grant (including equipment and any kit).

   This exclusion does not apply if you are coaching the sport or receiving travel costs only.

11. **Treatment** directly or indirectly required as a result of:

a. war (declared or not), military, paramilitary or terrorist activity (including the effects of radiological, biological or chemical agents)

b. use, misuse, escape or explosion of any gas or hazardous substance (including explosives or radiological, biological or chemical agents).

Exclusions from cover

12. **Treatment** received outside the **UK**.

13. Experimental **Treatment** unless it meets the criteria set out below.

    We only pay for **Treatment** that is:

    - approved by European Medicines Agency (EMA) and Medicines & Healthcare products Regulatory Agency (MHRA) and is used within the terms of its licence,

      or

    - part of a nationally approved clinical guideline (The National Institute for Health and Care Excellence or Scottish Intercollegiate Guidelines Network),

      or

    - supported by best quality evidence (prospective randomised controlled trials that have been published in peer reviewed journals, independent of conflicts of interest and applicable to your clinical condition), and offered by a **Specialist** with documented evidence of positive clinical and patient reported outcomes within a **Hospital** that is equipped with staff, equipment and processes to provide it.

    If your **Treatment** meets these requirements, we will not exclude **Treatment** on the basis that it is experimental. Before we can decide if your proposed **Treatment** is eligible, we must receive all the clinical details we need from your **Specialist**, including a completed 'Treatment Request Form'. We must confirm your cover in writing before any **Treatment** begins.

    BUT:

    Even if we consider your **Treatment** to be experimental because it does not satisfy the requirements listed above, we will still pay for the lowest cost of either:

    - the experimental **Treatment** or
    - the equivalent established **Treatment** usually provided for your condition, if this is available.

    Please note: No payment will be made if there is no established **Treatment** available for your condition (for which the experimental **Treatment** is being proposed). If you undergo experimental **Treatment** that is not successful, we will not pay towards further **Treatment** of your condition or for any other condition that you develop as a result of undergoing experimental **Treatment**.

14. **Treatment** directly or indirectly arising from or required as a consequence of self-inflicted injury.

15. **Treatment** directly or indirectly related to sleep disorders and sleep problems, such as snoring, insomnia or sleep apnoea (when breathing stops temporarily during sleep).

16. **Treatment** that is not covered by your **Policy** or the consequences of such **Treatment**. For example, we do not cover **Treatment** of an infection or corrective surgery needed as a result of ineligible cosmetic surgery.
17. **Treatment** of warts, verrucas or skin tags.
18. **Treatment** that is directly or indirectly related to:
    - bariatric surgery (weight loss surgery), such as gastric banding or a gastric bypass, or
    - the removal of surplus or fat tissue.
19. **Treatment** of varicose veins of the leg.

    BUT: we will cover **Treatment** when:

    The varicose veins are greater than 3mm in diameter and any of the following also applies:
    - There is established lipodermatosclerosis or progressive skin changes
    - There have been recurrent episodes of superficial thrombophlebitis
    - There is active or healed venous ulceration

    We will need to contact your **GP** or **Specialist** for details of your condition before we can confirm your claim.
20. **Treatment** of lipoedema (the abnormal build-up of fat cells usually in the legs, thighs, buttocks or arms).
21. **Treatment** by providers that are not recognised. If you see a practitioner, **Specialist** or other healthcare professional that we do not recognise, we will not pay for that provider's fees. If you attend a **Hospital**, facility or any other **Treatment** centre that we do not recognise, we will not pay for that provider's charges.
22. Any dental **Treatment** not involving an oral surgical procedure on the teeth performed in a **Hospital**, including:
    - **Treatment** carried out by a dentist or dental surgeon
    - **Treatment** of gum disease or **Treatment** carried out to help you wear dentures
    - removable bridges, or **Treatment** carried out to insert or help you wear removable bridges
    - dental implants, or **Treatment** carried out to insert or help you wear dental implants
    - orthognathic (bite correction) surgery, or
    - orthodontic **Treatment** and any associated extractions.
23. Any **Treatment** or surgical procedure carried out for the purpose of removing undiseased body tissue, and any consequence of such **Treatment**.

    BUT: We do cover surgery to prevent further **Cancer** if you have already had **Treatment** for **Cancer** that we have paid for – for example, we will pay for a mastectomy to a healthy breast if you have been diagnosed with **Cancer** in the other breast.

Conditions

1. Compliance with Policy Terms

Our liability under this **Policy** will be conditional upon the **Policyholder** and each insured person complying with its terms and conditions.

Each insured person must be a **UK Resident** for the duration of the one year **Period of Cover**. You must notify us as soon as possible if:

- at any time an insured person ceases to be a **UK Resident** during the one year **Period of Cover**, or
- it might reasonably be expected that an insured person may cease to be a **UK Resident** following any renewal of the **Policy**.

If an insured person ceases to be a **UK Resident**, we may cancel cover for that insured person from up to 14 days after we become aware, as the **Policy** does not provide cover for any insured persons who cease to be a **UK Resident** and the relevant insured person will need to arrange alternative cover if they wish to continue their underwriting terms with another provider. If we cancel an insured person's cover for this reason:

- the **Policyholder** will be entitled to a proportionate refund of the premium paid in respect of the cancelled cover (if applicable), less a proportionate deduction for the time we have provided cover, and
- we will notify the **Policyholder** in writing by post to your last known address or appointed intermediary.

2. Change of Risk

a. The **Policyholder** must inform us, as soon as reasonably possible, of any changes relating to insured persons (such as change of address, occupation, marital status or change to their **UK Resident** status) or of any other changes which affect information given in connection with the application for cover under this **Policy**, such as changes to your company, for example a change of company name, trading status, business activity, company structure, company number. In line with reasonable underwriting practice we reserve the right to alter the premiums or **Policy** terms, cancel cover for an insured person (which will be done following notification they are no longer a **UK Resident**), or cancel the **Policy** following a change of risk.

b. In addition, the **Policyholder** must inform us, as soon as possible and in any event within 30 days, of an insured person joining or leaving the **Group**. We will then increase or decrease the premium accordingly and will notify the **Policyholder** of the new amount. Notification of an insured person joining the **Group** must be accompanied by a completed **Group Member** application in the form prescribed by us.

3. Policy Duration and Premiums

a. The **Policy** shall be for one year and is continuable subject to the terms in force at the time of each **Review Date**, where this product is still offered by us.

On this basis the **Policyholder** agrees that we may at our option renew the **Policy** automatically on the terms in force at each **Review Date**, that we may continue to collect the premium at the rate in force and that we need not obtain the **Policyholders** request to do so for each renewal.

We will of course notify the **Policyholder** of any changes to the premium or **Policy** terms prior to each **Review Date** and you may then notify us should you not wish to renew.

b. The **Policyholder** shall be responsible for paying the premium for all insured persons, from a **UK** business bank account, and must not recover any part of the premium relating to **Group Members** from those **Group Members** by any means (including cash or services provided). The **Policyholder** agrees to provide us with any documentation we may require to verify their account status, such as a copy of their business bank statement.

   If any amounts paid under this **Policy** need to be refunded to the **Policyholder**, (for whatever reason), they will be paid into the account from which we received the original funds.

   We can set off any amount that we owe to the **Policyholder** against any amount due to us from them, and will give the **Policyholder** written notice if we do.

   We act as agent of Aviva Insurance Limited for the purposes of receiving premium, receiving and holding claims money and premium refunds. Once a premium is received by us it is treated as if it has been paid directly to Aviva Insurance Limited and claims money and premium refunds will only be treated as received by you when they are actually paid over by us.

c. The **Policyholder** shall elect prior to or at the **Commencement Date** or **Review Date** to pay either an annual premium, a quarterly premium or monthly premium.

d. The premium rate shall be that prevailing generally at the **Commencement Date** or if later the appropriate **Review Date.**

e. The premium payable may be changed by us from time to time. However this **Policy** will not be subject to any alteration in premium rates generally introduced until the next **Review Date.** In any event if an insured person moves into a higher age band the premium will increase at the next **Review Date**.

f. All premiums are payable in advance of any cover under this **Policy** being provided. Each monthly premium relates to one month's cover. Each quarterly premium relates to one quarter's cover. Each annual premium relates to one year's cover.

g. The following clause will apply where the **Commencement Date** of the **Policy** is 1 May 2004 or later; If at any time the number of **Group Members** covered by this **Policy** exceeds nine, we reserve the right to cancel cover for the **Group**. If we cancel cover under this **Policy** we will offer cover under an alternative product if available.

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h. If at any time the number of **Group Members** covered by the **Policy** falls below three, we reserve the right to cancel cover for the **Group**. If we cancel cover under this **Policy** we will offer cover under an alternative product if available. If we do not cancel cover under this **Policy** we shall be entitled to charge premium for a minimum of three **Group Members** (and their **Eligible Dependants**) for the whole of the **Period of Cover** until the next **Review Date**.

At the **Review Date** if the number of **Group Members** covered by the **Policy** is below three we reserve the right to decline to offer renewal of the **Policy**.

4. Children

a. Cover for **Eligible Dependants** being children, will cease at the next **Review Date** following their 24th birthday.

b. If a **Group Member** has a baby during a **Period of Cover**, they can add their baby to the **Policy** from the baby's date of birth, if the **Policyholder** applies to us within three months of the baby's date of birth. This means that at the point of claim their medical history will be disregarded, and no personal medical exclusions will apply. No premium will be payable for the child for three months from the date of birth, or to the next **Review Date**, whichever is the lesser period.

c. For so long as a **Group Member** and his or her eldest child under the age of 20 remain covered under the **Policy**, the younger children of such **Group Member** may be covered under the **Policy** at no additional premium, subject to prior submission of application forms. As each child of the **Group Member** successively reaches the age of 20 a premium will be payable at our then prevailing rate for the next eldest child under the age of 20. Children over the age of 19 but under the age of 24 may continue to be covered under the **Policy** at our rates then prevailing.

5. Cancellation

Important note

The Insurance Act 2015 sets out the duty on a policyholder to provide complete and accurate information to an insurer, and the potential consequences if the policyholder does not do so.

As part of this duty, the **Policyholder** must provide complete nd accurate answers to any questions we ask either in an application form, over the telephone or by any other means when the **Policyholder** takes out, makes changes to or renews the **Policy**.

When we may cancel the policy

a. If the **Policyholder** has failed to provide complete and accurate information to us (see Important note above) then, depending on the nature of that failure:

   i. we may cancel the **Policy** back to its start date and refuse to pay any claim, or

   ii. we may not pay any claim in full, or

   iii. we may revise the premium, or

   iv. the extent of cover may be affected.

b. If we cancel the **Policy** for this reason, the **Policyholder** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time we have provided cover, unless we are legally entitled to keep the premium under the Insurance Act 2015.

c. If a claim made by, or on behalf of, the **Policyholder** or an insured person is in any way fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent evidence, we may:

   i. refuse to pay the claim, and

   ii. recover any sums paid by us in respect of the claim.

   In addition:

   iii. where the claim is made by, or on behalf of, the **Policyholder** we may cancel the **Policy** back to the date of the fraudulent act and keep all premiums. This will end the cover for the **Policyholder** and all insured persons listed on the **Policy Schedule**, or

   iv. where the claim is made by, or on behalf of, an insured person, we may cancel that insured person's cover back to the date of the fraudulent act and keep premiums in respect of that insured person's cover. Alternatively, we may apply different terms (in line with reasonable underwriting practice) to that insured person's cover.

d. If we cancel the **Policy** or any insured person's cover for these reasons we will notify the **Policyholder** (and the relevant insured person) in writing by first class post or by hand to the **Policyholder's** (and the relevant insured person's) last known address.

e. If any premium is not paid, the **Policy** will automatically be cancelled. We will reinstate the cover if the premium is paid within 45 days of its due date, subject to claims experience and the approval of our underwriters.

f. We will not cancel the **Policy** because of eligible claims made by any insured person. We reserve the right to close the Trust Care product at Your **Review Date**. We will contact the **Policyholder** to advise them if this happens.

6. Claims Procedure

a. If an excess applies to this **Policy** then payment of the benefits under this **Policy** will only be available to you to the extent that the total expenditure for **Treatment** covered by this **Policy** incurred by you during any one annual **Period of Cover** exceeds the amount of the excess. The excess is applied once per insured person for each **Period of Cover**. This means that where total expenditure for **Treatment** continues from one **Period of Cover** to another the excess will apply again even if a new claim is not submitted. You will be liable for the amount of the excess and the excess will be re-applied for

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each annual **Period of Cover**. The excess should be settled by you directly with the relevant provider (eg **Hospital** or **Specialist**) and not with us.

b. Before undertaking any **Treatment** (unless a medical emergency) covered by this **Policy**, you should notify us of its proposed nature and the name and address of the **Specialist** and hospital concerned. We will tell you if we have a **Network** for the condition or suspected condition for which the **Treatment** is required.

   In order to confirm cover before claiming we must receive all necessary medical information at least five working days prior to any proposed **Treatment**. Usually this will include a completed claim form, but dependent upon the **Policyholder's** service arrangements with us we may sometimes be able to take the necessary information over the telephone; if this is the case we will tell you at the time.

c. Many of the hospitals on our **Approved Hospitals** list and facilities within our **Networks** operate direct billing arrangements with us. This means that accounts for **In-patient Treatment** or **Day-patient Treatment** covered under this **Policy** will be settled direct with us. Direct billing may not be possible at other hospitals and in any event will not normally be possible for accounts for **Out-patient Treatment** at any hospital, whether an **Approved Hospital** or otherwise. In those instances you will need to pay the bill yourself and send us the receipt so that we can reimburse eligible costs. In addition to the direct billing arrangements that we have with some hospitals we may also settle eligible claims directly with the providers of other services or with any other person.

d. All documents or material (including but not limited to accounts, certificates and X-rays) that we require to support a claim, an application for cover or change in cover shall be provided without expense to us (including if requested by us a medical report from your **General Practitioner** or **Specialist**).

e. Claims may only be made for **Treatment** actually given during a **Period of Cover** and benefit will be available only for expenditure incurred prior to the expiry or termination of such a **Period of Cover**.

f. Where **Treatment** continues over an extended period of time updated claim information may be required at regular intervals to check that the claim is still valid, which may include a claim form.

7. Claims – Our Rights

Insured persons must let us know if **Treatment** was needed because someone else was at fault – for example, if they were injured as a result of a road traffic accident. We may be able to recover the cost of their **Treatment** that we have paid for. The insured person must notify us and keep us informed of any claim that they are making against

the person at fault and take whatever steps we reasonably require. If we have made any payment under the **Policy** including a payment for their **Treatment** then the insured person must not settle their personal injury claim unless we have given our agreement to them or their lawyers. If the insured person recovers any payments that we have made under the **Policy** including any payment for their **Treatment** and including any interest on any payments we have made, they must forward these sums to us immediately. If we want to, we can bring proceedings in the insured person's name for our own benefit to recover any costs we have incurred or payments we have made. We will not pay for any costs, outlays or payments, or claim against any third party for costs, outlays or payments that are not covered by the **Policy**. We will have full discretion in the conduct of any such proceedings and in the settlement of any claim. We cannot offer an insured person legal advice.

8. Distribution of Information to Group Members

The **Policyholder** must distribute to each **Group Member** on joining the **Group** their sealed welcome pack including (amongst others) a copy of this Policy Wording, including the list of **Approved Hospitals**, their **Policy Schedule** and must distribute to **Group Members** any subsequent packs we send to the **Policyholder** thereafter without delay.

9. Other Insurance

If there is any other insurance or fund covering any of the same benefits as this **Policy**, it is the **Policyholder's** responsibility to ensure that we are advised of this. We will only pay our share of the claim. We may also use an insured person's personal data or disclose it to third parties to process claims that are also covered by another insurer or other third party.

10. Alterations

We may alter any of the terms of this **Policy** at any **Review Date**. A copy of the current **Policy** terms will be sent to the **Policyholder** at such time.

11. Fraudulent/Unfounded Claims

We act on the basis of information that the **Policyholders**, **Specialists**, providers and **Hospitals** provide. We take a very serious view of fraud or dishonesty in any claim. We will investigate fully any instance of suspected fraud or dishonesty whether by customers or providers of healthcare. We will report and share any cases of fraud with other organisations and public bodies including the police. We also reserve the right to cancel a **Policyholder's** insurance **Policy**, retain any premiums already paid and if appropriate recover any claims already paid where fraud or dishonesty is established.

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12. Payments for Ineligible Treatment

If at any time, due to exceptional circumstances, we agree to pay for **Treatment** that is not normally eligible on your **Policy**, this does not mean that we will make another payment for **Treatment** in the same or similar circumstances. Any payments we do make towards the cost of ineligible **Treatment** will count towards any benefit limit listed in your **Policy** terms and conditions and your excess (if you have an excess).

13. Settlement of Claims

All settlements will be made in sterling at the rate ruling in London at the beginning of the month in which the **Relevant Date** occurred.

14. Jurisdiction

This **Policy** is governed by and shall be construed in accordance with English law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Notwithstanding any provisions of this **Policy**, we will not be obliged to exercise or comply with any of our rights and/or obligations under this **Policy** if to do so would cause (or may be reasonably likely to cause) us to breach any law or regulation in any jurisdiction.

15. Third party rights

This **Policy** does not give any rights to any person other than the **Policyholder** and us. No other person shall have any rights to rely on any terms under the **Policy**.

16. Corporate Responsibility

We reserve the right to decline to provide cover for businesses that we believe do not meet our Corporate Responsibility requirements or which we believe may cause us to contradict our Corporate Responsibility policies. Information relating to our Corporate Responsibility position can be found at **Aviva.com/responsible-sustainable-business**

Further information

Language

This document and all future documents and letters will be written in English.

If you have any cause for complaint

Our aim is to provide a first class standard of service to our customers, and to do everything we can to ensure you are satisfied. However, if you ever feel we have fallen short of this standard and you have cause to make a complaint, please let us know. Our contact details are:

Aviva Health UK Ltd
Complaints Department
PO Box 540
Eastleigh
SO50 0ET

Telephone: **0800 051 7501**
Email: **hcqs@aviva.com**

We have every reason to believe that you will be totally satisfied with your Aviva policy, and with our service. It is very rare that matters cannot be resolved amicably. However, if you are still unhappy with the outcome after we have investigated it for you and you feel that there is additional information that should be considered, you should let us have that information as soon as possible so that we can review it. If you disagree with our response or if we have not replied within eight weeks, you may be able to take your case to the Financial Ombudsman Service to investigate. Their contact details are:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Telephone: **0300 123 9123**
Email:
complaint.info@financial-ombudsman.org.uk
Website:
financial-ombudsman.org.uk

Please note that the Financial Ombudsman Service will only consider your complaint if you have given us the opportunity to resolve the matter first. Making a complaint to the Ombudsman will not affect your legal rights.

Clinical complaints

Clinical complaints are not regulated by the Financial Conduct Authority (FCA) and are not subject to our complaint process set out before.

For clinical complaints relating to the conduct or competency of your specialist or the facilities at which they practise, these need to be directed to the specialist and hospital or clinic directly.

Further information

For your information, the responsibility for investigating and responding to clinical complaints is as follows:

- if your complaint is about a hospital/clinic or specialist, whether through a network or otherwise, it will be investigated in accordance with the complaints process in force at the relevant hospital/clinic, please contact the hospital directly.
- if your complaint relates to a third party clinical case manager, this will be investigated by the clinical provider who employs that case manager.
- if your complaint is about a network therapist (e.g. physiotherapist, counsellor, psychologist) this will be investigated by the third party clinical provider responsible for the therapist network.

Once you have contacted the provider who is responsible for investigating and responding to your clinical complaint, they should advise you of the full complaints process which will also include any escalation details should you require these.

While Aviva do not have a role in investigating and responding to clinical complaints, Aviva do record clinical complaint volumes and investigation outcomes. If you would like to inform us of a clinical complaint outcome please contact us using the details provided before.

The Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. You may be entitled to compensation from the FSCS if we become insolvent and cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Where you are entitled to claim, insurance advising and arranging is covered for 90% of the claim, with no upper limit.

Further information about compensation scheme arrangements is available from:

Website: **fscs.org.uk**

Hospital list

Details of our hospital lists are available online at **aviva.co.uk/hospital-lists**. From here you can view the latest list on a PDF, which can be downloaded or printed.

Our hospital lists change regularly to reflect when hospitals are closed or new ones opened. For this reason please check the list before arranging any treatment.

If you do not have internet access and need to know whether or not a hospital is on your list, please call **0800 015 1080**.

Most of the hospitals on the list and facilities within our networks send bills directly to us. However, sometimes the bills might be sent to you first. If this happens, just forward them to us with your full name, address and policy number and we will pay the provider direct for eligible treatment costs. If you have paid a bill, send the original receipt to us and we will reimburse you for eligible costs.

The address for all bills and receipts is:

Aviva Health UK Limited
Chilworth House
Hampshire Corporate Park
Templars Way
Eastleigh
Hampshire
SO53 3RY.

Children

Only a limited number of Hospitals in the UK are able to admit children under the age of three for private treatment. Please contact our customer service helpline on **0800 158 3333** if you have any queries about cover for children on your policy.

Calls may be monitored and/or recorded.

PHIN

Private Healthcare Information Network

You can find independent information about the quality and cost of private treatment available from doctors and hospitals from the Private Healthcare Information Network: **phin.org.uk**

Accommodation

Many of the hospitals on the list will normally provide private en-suite facilities to Aviva members. It is likely that variations will exist with respect to the size and quality of these rooms so if you have any queries of the accommodation that will be available to you, please check with your specialist or the hospital before you are admitted.

Need this in a different format?

Please get in touch on **0800 092 4590** if you'd prefer this terms and conditions **(GEN6848)** in large font, braille, or as audio.
Calls to and from Aviva may be recorded and/or monitored

How to contact us

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GEN6848 03/2024 REG001

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