WHA
Direct

Benefit & General Conditions

whahealthcare.co.uk · mail@whadirect.co.uk · 029 2048 5461



DEFINITIONS

"Accident"	means a sudden unforeseen and fortuitous identifiable event and the word accidental shall be construed accordingly.
"Bodily Injury"	means an injury to an Insured Person which solely and independently of any other cause results within 24 months of the date of the Accident in the Insured Person's death, permanent disability as noted under Benefits 2 to 14 and 16 in Section 3.1 below or fracture or break of a specified bone or bones or Exposure. Bodily Injury excludes any condition resulting from any gradually operating cause or degenerative process.
"Certified"	means that the practitioner's certification section of the benefit claim form has been correctly completed, signed and stamped by the practitioner treating You.
"Claim Date"	means the date from which the maximum benefit payable is calculated and is: • the date of admission to hospital for hospital inpatient benefit, or • the date of the first attendance for hospital outpatient benefit, or • the date of the consultation for specialist consultation benefit, or • the date on which new spectacles, lenses or contact lenses are supplied for optical benefit, or • the date on which treatment ends for all other benefits.
"Country of Permanent Residence"	means the country where an Insured Person resides indefinitely or where an Insured Person has the intent to reside indefinitely.

“Disappearance”	means if an Insured Person disappears and it is reasonable to believe that he/she has sustained Bodily Injury resulting in death, the death benefit shall become payable. In the event of this belief being incorrect the death benefit shall be repaid to WHA.
“Effective Date”	means the date WHA registers the Insured Person’s application form.
“Enrolment Date”	means the date on which cover starts, whether enrolling for the first time or changing to a new cover option with higher maximum benefits.
“Exposure”	means the death or injury to an Insured Person as a direct result of unavoidable exposure to the elements.
“Insured Person”	means any person who has been accepted by WHA for a Welsh Hospitals and Health Services Association scheme including his/her Partner if applicable.
“Loss of Hearing”	means the total, permanent and irrecoverable loss of hearing.
“Loss of Sight”	means the total and irrecoverable loss of sight when an Insured Person’s name has been added to the Register of Blind Persons or when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.
“Operative Time”	means 24 hours a day.
“Partner”	means a spouse, co-habiting partner, civil partner as registered under a civil partnership and/or any other person recognised as the lawful partner of the Insured Person under common law whose enrolment details are held by WHA.

“Permanent Total Disablement”	means the disablement caused other than by loss of limb or Loss of Sight which, having lasted for at least 12 months, will in all probability entirely prevent the Insured Person from engaging in or giving attention to a gainful occupation of any and every kind for the remainder of his/her life.
“Registered”	means that the individual(s) details captured on the WHA Direct enrolment form has been processed, accepted and entered onto the WHA membership database.
“War”	means armed conflict between nations including forces acting for any international authority, whether War be declared or not, invasion, civil war, any attempt to usurp power, or any activity arising out of an attempt to participate in military force between nations.
“We, Us or Our”	means Welsh Hospitals & Health Services Association trading as WHA Direct.
“You or Your”	means the person who is registered as being covered for benefits by regular subscription payments applicable to a personal or partners’ scheme.

We will pay benefit at the rate applicable to Your subscription and scheme option as indicated in the table of benefits, provided that Your claim complies with the appropriate conditions as stated in the following paragraphs.

1. HOSPITAL INPATIENT

1.1. We will pay benefit at the daily rate for each day spent in a recognised hospital as a formally admitted inpatient.

1.2. When We calculate the benefit payable, We count the day of admission but not the day of discharge. In order to qualify for benefit, there must be at least one overnight stay in hospital.

1.3. We will pay up to the maximum benefit shown in the table of benefits once in a period of two years, calculated from the Claim Date.

1.4. If a patient is in hospital continuously for more than two years, when the maximum hospital inpatient benefit has been paid once, We will not pay any further hospital inpatient benefit unless the patient is discharged from hospital and is then readmitted to hospital for a different medical condition.

2. HOSPITAL OUTPATIENT

2.1. We will pay benefit when the patient has attended as a National Health Service outpatient or day patient on at least three occasions in a continuous period of six months.

2.2. We will pay the maximum benefit shown in the table of benefits once in a period of two years, calculated from the Claim Date.

2.3. We will not pay benefit for outpatient or day patient attendances required because of pregnancy.

2.4. We will not pay benefit for outpatient or day patient attendances required because of psychiatric or geriatric conditions.

3. PERSONAL ACCIDENT BENEFIT

3.1. We will cover You and Your registered Partner for death, disablement or for certain injuries suffered as a result of an accident. Personal accident benefits are shown in the table below.

3.2. When more than one injury arises from one accident the benefits are added together but shall not exceed the Total Sum Insured detailed in the schedule of Personal Accident Benefits. No sum payable under the Policy shall carry interest.

PERSONAL ACCIDENT TABLE OF BENEFITS

1	Death as a result of an accident	£10,000
2	Permanent total disablement from gainful occupation of any and every kind	£10,000
3	Permanent and incurable paralysis of all limbs	£10,000
4	Loss of entire sight of both eyes	£10,000
5	Permanent total loss of both hands or both feet	£10,000
6	Loss of entire sight of one eye	£5,000
7	Permanent total loss of use of one hand or one foot	£5,000
8	Permanent total loss of hearing in: a. both ears b. one ear	 £5,000 £1,500
9	Permanent total loss of the lens of one eye	£2,500
10	Permanent total loss of use of four fingers and thumb of either hand	£4,000
11	Permanent total loss of use of four fingers of one hand	£2,000
12	Permanent total loss of use of one thumb of either hand a. both joints b. one joint	 £2,000 £1,000
13	Permanent total loss of use of fingers of either hand a. three joints b. two joints c. one joint	 £500 £350 £200
14	Permanent total loss of use of toes: a. all – one foot b. big – both joints c. big – one joint d. other than big – each complete toe	 £1,500 £500 £200 £200
15	Established non-union of fractured leg or knee-cap	£1,000
16	Shortening of leg by at least 5 centimetres	£750
17	Break of major arm bones (humerus upper arm and or radius lower arm)	£150
18	Break of major leg bones (femur thigh bone and/or fibula lower leg)	£150

3.3. WHA shall not pay for:

3.3.1. Bodily Injury resulting directly or indirectly from or contributed to by:

a) an Insured Person engaging in active service in the armed forces of any nation;
b) an Insured Person committing or attempting to commit suicide or intentionally inflicting self-injury;
c) an Insured Person engaging in flying or other aerial activity other than as a passenger;
d) sickness or disease;
e) repetitive stress (strain) injury or syndrome or any other condition which develops over a period of time;
f) injuries resulting from osteoporosis disease;
g) deliberate exposure to exceptional danger (except in an attempt to save a human life), the Insured Person's own criminal act or an Insured Person engaging or taking part in civil commotion or riots of any kind;
h) an Insured Person being in a state of insanity (temporary or otherwise) or any psychiatric, mental, nervous or stress related disorder or anxiety state;
i) an Insured Person engaging in or taking part in rock climbing or mountaineering normally involving ropes or guides, hang gliding, parachuting or driving or riding in any kind of race;
j) War within the Insured Person's Country of Permanent Residence
k) an Insured Person participating in any sport as a professional;
l) radioactive contamination;
m) pregnancy or childbirth.

3.3.2. Any disabilities caused by or arising from post-traumatic stress disorder or related syndromes or any psychological or psychiatric conditions.

3.3.3. WHA shall not be liable to provide cover or benefit or pay any sums if that would directly or indirectly put WHA in breach of any applicable economic or trade sanctions.

4. COUNSELLING

4.1. We will pay up to the maximum benefit for fees incurred and paid for appointments with a practitioner who is registered with at least one of the following organisations:
- British Association for Counselling and Psychotherapy
- British Psychological Society
- National Counselling Society
- United Kingdom Council for Psychotherapy

4.2. We will pay up to the maximum benefit shown in the table of benefits once in a period of two years, calculated from the Claim Date.

5. OPTICAL

5.1. We will pay up to the maximum benefit for fees incurred and paid for new spectacles, lenses or contact lenses prescribed by a qualified optical practitioner registered with the General Optical Council.

5.2. We will pay the maximum benefit shown in the table of benefits once in a period of two years, calculated from the Claim Date.

5.3. We may deduct the value of any NHS vouchers from the total fees incurred when calculating the benefit payable.

5.4. We will not pay benefit for any optical care plans, contact lens solutions, repairs or for the supply of new spectacle frames only.

6. DENTAL

6.1. We will pay up to the maximum benefit for fees incurred and paid for treatment by a qualified dental practitioner registered with the General Dental Council.

6.2. We will pay the maximum benefit shown in the table of benefits once in a period of two years, calculated from the Claim Date.

6.3. We will not pay benefit for regular payments made for any dental maintenance plans such as Denplan.

7. ALTERNATIVE THERAPIES

7.1. We will pay up to the maximum benefit for fees incurred and paid for Acupuncture, Alexander Technique, Bowen Therapy and Sports Therapy/ Massage by a duly qualified and registered practitioner.

7.2. We will pay up to the maximum benefit shown in the table of benefits once in a period of two years, calculated from the Claim Date. The maximum benefit represents the total for any one or a combination of the treatment types.

7.3. We will only pay benefit for treatment received because of illness or injury or to relieve pain.

8. COMPLEMENTARY TREATMENT

8.1. We will pay up to the maximum benefit for fees incurred and paid for treatment by a duly qualified and registered Physiotherapist, Osteopath, Chiropractor or Chiropodist/Podiatrist.

8.2. We will pay the appropriate maximum benefit as shown in the table of benefits once in a period of two years, calculated from the Claim Date.

8.3. We will not pay benefit for any fees incurred in relation to the supply of orthotics/orthoses, equipment or for any items purchased.

9. SPECIALIST CONSULTATION

9.1. We will pay up to the maximum benefit as shown in the table of benefits for fees incurred and paid for a consultation for a medical or surgical condition with a doctor registered in the Specialist Register of the General Medical Council. In addition to the consultation fee, benefit is also payable for fees incurred and paid for the following:

- x-rays, scans or tests
- one follow-up consultation
- minor treatment or injection fees not exceeding £100.

9.2. We will pay up to the maximum benefit shown once in a period of two years, calculated from the Claim Date.

9.3. We will not pay benefit for more than one follow-up consultation. Benefit is not payable for consultations for pension, insurance or emigration matters, legal or industrial actions, medical examinations, pregnancy, family planning, cosmetic surgery or health screening.

10. COVER OPTIONS

10.1. When You enrol or increase Your subscriptions, You must be under 70 years of age. If You are enrolling for partners' scheme cover or if You have partners' scheme cover and wish to increase Your subscription, Your Partner must also be under 70 years of age.

10.2. Personal scheme options cover You for all benefits.

10.3. Partners' scheme options cover You and Your Partner for all benefits.

10.4. For partners' scheme cover, You must live permanently at the same address as Your Partner. Your Partner's full name and date of birth must be registered with Us before You can make a claim. You must let Us know immediately if You change Your Partner. Benefit is not payable in respect of a Partner who is not registered with Us.

10.5. You can apply to increase or decrease Your level of cover by contacting Us in writing or by telephone. Applications to change your level of cover are subject to acceptance by WHA and we reserve the right to refuse your application. If You increase Your level of cover, You will be covered at the new rate following a three month qualifying period from the date You increased Your cover. If You decrease Your level of cover, Your entitlement to claim for benefits at the previous higher level will cease immediately from the date You decrease Your cover.

11. CLAIMS

11.1. You must submit Your claims on a properly completed and Certified benefit claim form. Where fees have been incurred and paid, We require an original, dated receipt showing the name of the patient and the total fee incurred and paid. We will not accept photocopied or altered receipts or certifications. We will not accept receipts or certifications made out in joint names. You must pay for any treatment or services received before You submit a claim. We will not pay practitioners directly for any fees incurred.

11.2. We will consider Your claims in accordance with the benefit scale and conditions which applied at the date of hospital admission, the first hospital outpatient appointment, the start of the treatment or on the date that the service was received, as appropriate.

11.3. We will not pay benefit if You submit a claim to Our Cardiff office more than six months after the date of the treatment or service received, the date of hospital inpatient discharge or the date of the third hospital attendance, as appropriate.

11.4. We will not pay benefit for claims arising out of any medical condition which existed before Your Enrolment Date. If You increase Your subscriptions for higher benefit cover, We will not pay benefit at higher rates if the medical condition existed before Your Enrolment Date. In order to assess eligibility for benefit, We reserve the right to request the patient to provide further information about any medical condition from his or her general practitioner.

11.5. When We calculate the benefit payable for a claim, all relevant benefits paid in the two year period before the Claim Date are deducted from the relevant maximum benefit.

11.6. We will not pay benefit for treatment or services which are received or which start before Your Enrolment Date. We will not pay benefit for hospital admissions or attendances which occurred or started before Your Enrolment Date.

11.7. We will not pay benefit for illness or injury which may be self-inflicted or arising out of riot, civil commotion, terrorism or act of war.

TABLE OF BENEFITS

PERSONAL SCHEMES Cover just you

Personal Schemes
Benefits
Optical
Dental
Physiotherapy
Osteopathy
Chiropractic
Chiropody
Specialist Consultation
Inpatient – 42 day max
Outpatient
Alternative Therapies
Counselling
Personal Accident

*These values are for death as a result of an accident. Full details of benefits

PARTNERS SCHEMES Cover you and your partner

Partners Schemes
Benefits
Optical
Dental
Physiotherapy
Osteopathy
Chiropractic
Chiropody
Specialist Consultation
Inpatient – 42 day max
Outpatient
Alternative Therapies
Counselling
Personal Accident

*These values are for death as a result of an accident. Full details of benefits

	PL7 £7/month	PL11 £11/month	PL15 £15/month	PL19 £19/month
Your cash benefits – maximum benefits in a two year period				
	£90	£140	£190	£240
	£90	£140	£190	£240
	£120	£180	£250	£320
	£120	£180	£250	£320
	£120	£180	£250	£320
	£60	£90	£125	£160
	£200	£300	£400	£500
	£7/day £294 max	£11/day £462 max	£15/day £630 max	£19/day £798 max
	£40	£60	£80	£100
	£60	£90	£125	£160
	£60	£90	£125	£160
	N/A	£10,000*	£10,000*	£10,000*

can be found in Section 3 of the Benefit & General Conditions.

	PT14 £14/month	PT22 £22/month	PT30 £30/month	PT38 £38/month
Your cash benefits – maximum benefits in a two year period				
	£90	£140	£190	£240
	£90	£140	£190	£240
	£120	£180	£250	£320
	£120	£180	£250	£320
	£120	£180	£250	£320
	£60	£90	£125	£160
	£200	£300	£400	£500
	£7/day £294 max	£11/day £462 max	£15/day £630 max	£19/day £798 max
	£40	£60	£80	£100
	£60	£90	£125	£160
	£60	£90	£125	£160
	N/A	£10,000*	£10,000*	£10,000*

can be found in Section 3 of the Benefit & General Conditions.

12. QUALIFYING PERIODS

12.1. When You enrol or increase Your subscription, a qualifying period for benefits will be applicable. Qualifying periods apply to all persons covered for benefit whether on enrolling or increasing subscriptions, unless any special arrangements are applicable.

12.2. The qualifying period is three months for all benefits except for hospital admissions relating to pregnancy/childbirth.

12.3. The qualifying period for hospital admissions relating to pregnancy/childbirth is 12 months.

12.4. There is no qualifying period for personal accident benefit or if a hospital admission or hospital attendance is required as a result of an accident.

12.5. Qualifying periods start on the Enrolment Date. Claims for treatment or services received before or which start before the qualifying period has ended are not eligible for benefit or, if subscriptions have been increased, are not eligible for benefit at the higher rate. Benefit is not payable for any treatment or services which are received before or which start before the Enrolment Date. Personal accident benefit is not payable for any accident which occurs before the Enrolment Date.

13. SUBSCRIPTIONS

13.1. Your subscriptions must be paid continuously at a valid rate. Past subscriptions cannot be refunded. It is Your responsibility to ensure that Your subscriptions are paid at the correct amount and at the correct frequency. Cover is continuous provided that You pay Your subscriptions at the correct amount and frequency. You may cancel Your cover by giving Us one month's notice, in writing. If You cancel Your cover, We will refund any advance subscriptions You may have paid for the period after the date of cancellation.

13.2. Your subscriptions must be paid up to date before a claim can be considered. When Your subscriptions are more than three months in arrears, Your cover will be terminated and You will no longer be eligible to claim benefits.

13.3. You must pay Us any arrears of subscription before You can submit a claim for benefit. The maximum amount of arrears which We can accept is three months subscriptions.

13.4. Subscriptions are automatically renewable on a monthly basis.

13.5. Your subscription includes Insurance Premium Tax at the rate applicable.

14. GENERAL

14.1. When You pay a valid subscription to Us, You will be subject to the Benefit and General Conditions for the time being in force, copies of which are available from Our Cardiff office and from www.whahealthcare.co.uk.

14.2. From time to time it may be necessary for Us to vary your policy including, for example, the amount that you pay in relation to it, the benefits available to you under it and the rules relating to it. If we notify You that We have varied your policy and We do not hear from You, We will assume that Your continued payment of Your policy premiums is your consent to the variation. However, if you let us know in writing that you do not consent to the variation, Your policy will automatically be cancelled from the next automatic renewal date. If we make a material change to the policy we will endeavour to give you not less than 30 days-notice in writing to the last correspondence address that we have for you. If we are ever required to change the policy on less notice due to, a change in any relevant regulation or legislation, we will advise you at the earliest opportunity.

14.3. We reserve the right to make special conditions in relation to applications for cover or to decline applications for cover. We also reserve the right to terminate cover by giving at least one month's notice, in writing, to the address notified to Us.

14.4. Benefits are payable for treatment and services received anywhere in the United Kingdom. Hospital inpatient and hospital outpatient benefits are also applicable for emergency treatment during temporary absence abroad. Personal accident benefit is also applicable during temporary absence abroad. No other benefits are applicable during temporary absence abroad.

14.5. We will not pay benefit for fees incurred for prescription charges, surgical appliances, equipment, items supplied or for private hospital treatment which cannot be classified as minor treatment.

14.6. We will not reimburse any fees incurred for completion of benefit claim forms.

14.7. For security purposes, We will pay Your benefits to You by crossed cheque. We will not pay benefit where the amount payable is less than £1.00.

14.8. We reserve the right to recover any overpayments of benefit made to You from any future benefits payable to You.

15. COMPLAINTS

15.1. Should You find it necessary to complain about any aspect of Our service, You can telephone Us on 029 2048 5461 or You can write to Us at WHA Direct, WHA House, Greenwood Close, Cardiff Gate Business Park, Cardiff, CF23 8RD.

15.2. You may refer any complaints We cannot settle to the Financial Ombudsman Service. You can find details on the Financial Ombudsman Service on their website at www.financial-ombudsman.org.uk.

15.3. A copy of our internal complaints procedure is available on request.

16. FINANCIAL SERVICES COMPENSATION SCHEME

16.1. WHA is covered by the Financial Services Compensation Scheme. The Group Policyholder or Insured Person may be entitled to compensation should WHA be unable to meet its financial obligations. You can obtain further information from WHA at WHA Direct, WHA House, Greenwood Close, Cardiff Gate Business Park, Cardiff, CF23 8RD, or from the Financial Services Compensation Scheme at the following address:

Financial Services Compensation Scheme,
10th Floor
Beaufort House
15 St Botolph Street
London EC3A 7QU
Tel: 0800 678 1100

17. GOVERNING LAW AND COMMUNICATION

17.1. The contract is governed by the laws of England and Wales.

17.2. All communication will be in English.

18. CANCELLATION

18.1. Your right to change your mind – within your cooling off period. If you decide for any reason the policy does not meet your needs, you may cancel it within 14 days of the start date or from the day on which you received your policy documents (whichever is later) by contacting us and advising of your decision.

18.2. Any premiums paid during the cancellation period will be refunded. Premiums will not be refunded if a claim has been made.

18.3. If you cancel your policy, it is your responsibility to inform your bank or building society to stop deducting payments from your account.

18.4. Ending Your policy You may cancel Your cover at any time by giving Us one month's notice, by

- Writing to WHA Direct, WHA House, Greenwood Close, Cardiff Gate Business Park, Cardiff, CF23 8RD
- Calling our Customer Service Team on 029 2048 5461;
- E-mail us at www.whadirect.co.uk

18.5. If You cancel Your cover, We will refund any advance subscriptions You may have paid for the period after the date of cancellation.

18.6. If you cancel your policy, it is your responsibility to inform your bank or building society to stop deducting payments from your account.

18.7. We may end your policy immediately if:

- Your subscriptions are more than three months in arrears,
- There is reasonable evidence that you misled us or attempted to do so; or
- You commit a serious breach of these terms and conditions; or during your dealings with WHA, your behaviour is unacceptably abusive or threatening towards a WHA employee.

19. YOUR PERSONAL INFORMATION

19.1. WHA is the controller of your personal information, we'll keep you informed about how we use your personal information in our Privacy policy which is available:

Online at whahealthcare.co.uk/privacy-policy.asp; or by contacting us by:

Telephone 029 2048 5461;
E-mail at mail@whadirect.co.uk

In writing to WHA Direct, WHA House, Greenwood Close, Cardiff Gate Business Park, Cardiff, CF23 8RD.

19.2. You have a right in certain circumstances to:

- access the personal information we hold about You
- correct Your personal information
- have Your personal information deleted
- restrict us processing Your personal information
- receive Your personal information in a portable format, and
- object to us processing Your personal information.

19.3. If you want to find out more or exercise these rights please contact us at WHA Direct, WHA House, Greenwood Close, Cardiff Gate Business Park, Cardiff, CF23 8RD.

WHA
Direct

Revised January 2024

WHA Direct, WHA House,
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Cardiff Gate Business Park,
Cardiff, CF23 8RD

whahealthcare.co.uk
029 2048 5461
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/healthcarecashplan
/WHAhealthcare
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WHADBGC 01/24