

WHA

Healthcare

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 7.1 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.

“Direct Members”

means members who pay their subscriptions directly to WHA.

“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 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.

“Group Members”

means members whose subscriptions are deducted from pay or pension.

“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.

“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 membership choice 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 completed period of 24 hours a patient stays in a recognised hospital receiving treatment as an inpatient.
- 1.2. When we calculate the benefit payable, we count the day of admission but not the day of discharge.
- 1.3. We will pay up to the maximum benefit shown in the table of benefits once in a period of two years. The period of two years is calculated from the date of admission to hospital.
- 1.4. If a patient is admitted for psychiatric or geriatric treatment, the maximum benefit payable is restricted to one half of the maximum benefit shown in the table of benefits.
- 1.5. If a patient dies while in hospital and if there is a surviving Partner, we will pay a minimum of ten days hospital inpatient benefit, subject to the maximum benefit stated in paragraph 1.3 of the conditions.
- 1.6. 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.
- 1.7. If a parent is required to stay with a child under the age of 16 years who has been admitted to hospital, in addition to child hospital inpatient benefit we will also pay the daily rate of adult hospital inpatient benefit for one parent only for each completed period of 24 hours during which the child is accompanied. Claims must be supported by written confirmation from the hospital authorities of the period that the parent accompanied the child.

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 four 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. The period of two years is calculated from the date of the first attendance certified.
- 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. MATERNITY

- 3.1. We will pay maternity benefit when a child is born either in hospital or at home.
- 3.2. The maternity benefit shown in the table of benefits includes up to seven days in hospital before or after the birth. If the mother is in hospital for a total of more than seven days, from the eighth day onwards we will pay benefit at the hospital inpatient rate for each completed period of 24 hours spent in hospital, up to the maximum hospital inpatient benefit.
- 3.3. We will only pay maternity benefit to one parent.
- 3.4. We will pay hospital inpatient benefit at the child rates shown in the table of benefits if a child remains as a hospital inpatient after the mother has been discharged from hospital. We will calculate the benefit payable from the date of the mother's discharge from hospital.
- 3.5. We will not pay child hospital inpatient benefit for the period commencing with the date of birth while the mother also remains in the same hospital.

4. CONVALESCENT HOMES SERVICE

- 4.1. We can arrange for an admission to a Convalescent Home if a patient's general practitioner recommends convalescence to aid recovery from illness or injury. We can only arrange an admission if the patient has been in hospital for a continuous period of at least 14 days in the three month period before an application for this service is submitted. When we have arranged an admission to a convalescent home for a patient, we will only arrange a further admission for that patient after a period of three years has elapsed.
- 4.2. We will not pay benefit for any fees incurred by the patient for admission to a convalescent, residential, nursing or respite home.

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. The period of two years is calculated from the date on which spectacles, lenses or contact lenses are supplied.
- 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 nor 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. The period of two years is calculated from the date certified on the receipt submitted.

- 6.3. We will not pay benefit for payments made directly to a dental technician.
- 6.4. We will not pay benefit for regular payments made for any dental maintenance plans such as Denplan.

7. PERSONAL ACCIDENT BENEFIT

- 7.1. 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.

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

- 7.2. 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 personal accident table of benefits. No sum payable under the Policy shall carry interest.

PERSONAL ACCIDENT EXCLUSIONS

- 7.3. WHA shall not pay for:

- 7.3.1. 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.

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

- 7.3.3. 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.

WHA HEALTHCARE BENEFITS TABLE

Personal Schemes		Personal 145 £6.28/mth
Partners Schemes For double the Personal rate you AND your partner are entitled to claim the same level of cash benefits EACH		Partners 290 £12.56/mth
Dental	NHS or private dental treatment	£80
Optical	new glasses, lenses or contact lenses	£80
Physiotherapy	treatment by a Physiotherapist	£150
Osteopathy	treatment by an Osteopath	£150
Chiropractic	treatment by a Chiropractor	£150
Acupuncture	treatment by an Acupuncturist	£150
Chiropody	treatment by a Chiropodist	£75
Inpatient Group Members	helps cover the cost of staying in hospital e.g. lost income, travel costs, subsistence etc.	£1,620 £18 / day
Inpatient Direct Members	helps cover the cost of staying in hospital e.g. lost income, travel costs, subsistence etc.	£1,620 £18 / day
Outpatient	lost income, travel costs, subsistence etc.	£50
Consultation	consultation with an NHS specialist	£200
Maternity	having a baby – DOUBLED if you have twins	£120
Personal Accident	See Section 7 of the Benefit & General Conditions	n/a

* These values are for death as a result of an accident. Full details of benefits are available in the Benefit & General Conditions.

LOW COST COVER FOR THE WHOLE FAMILY

Membership of WHA’s Personal and Partners schemes includes free cover for the whole family. The main benefits of the scheme are hospital inpatient, hospital outpatient and dental cover.

Personal Schemes		Personal 145
Partners Schemes		Partners 290
Cash benefits		
Inpatient – child*		£630
Inpatient – child (daily)		£7
Outpatient – child*		£50
Consultation – child*		£100

* Maximum cash benefits in a two year period, per child

Personal 235 £10.18/mth	Personal 325 £14.08/mth	Suspended Partners Schemes	
Partners 470 £20.36/mth	Partners 650 £28.16/mth	Partners 145	Partners 325
£125	£175	£50	£100
£125	£175	£50	£100
£200	£250	£75	£125
£200	£250	£75	£125
£200	£250	£75	£125
£200	£250	£75	£125
£100	£125	£50	£75
£2,160 £24 / day	£3,150 £35 / day	£990 £11 / day	£1,890 £21/day
£2,160 £24 / day	£3,150 £35 / day	£810 £9/day	£1,620 £18/day
£70	£90	£30	£50
£300	£400	£100	£200
£175	£225	£110	£200
£10,000*	£10,000*	n/a	£10,000*

fits can be found in Section 7 of the Benefit & General Conditions.

over for any child dependants under the age of 18. The child specialist consultation.

Personal 235	Personal 325	Suspended Partners Schemes	
Partners 470	Partners 650	Partners 145	Partners 325
£900	£1,170	£630	£1,170
£10	£13	£7	£13
£70	£90	£30	£50
£150	£200	£50	£100

8. COMPLEMENTARY TREATMENT

- 8.1. Complementary treatments are Physiotherapy, Osteopathy, Acupuncture, Chiropractic and Chiropractic.
- 8.2. We will pay up to the maximum benefit for 75 per cent of fees incurred and paid for treatment by a practitioner with an appropriate qualification or registration. Patients should ensure that the practitioner is properly qualified and has appropriate insurance cover.
- 8.3. We will pay the appropriate maximum benefit as shown in the table of benefits once in a period of two years. The period of two years is calculated from the date certified on the receipt submitted.
- 8.4. We will only pay benefit for treatment received because of illness or injury or to relieve pain.

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 the first consultation for a medical or surgical condition with a specialist holding consultant status in the National Health Service, including fees incurred and paid for x-rays or tests required as part of the first consultation.
- 9.2. We will pay up to the maximum benefit shown in the table of benefits once in a period of two years. The period of two years is calculated from the date certified on the receipt submitted.
- 9.3. We will not pay benefit for follow-up consultations, consultations for pension, insurance or emigration matters, legal or industrial actions, medical examinations, maternity, family planning, cosmetic surgery or health screening.
- 9.4. We will not pay benefit for fees for injections or for any treatment.
- 9.5. We will not pay hospital outpatient benefit for appointments which qualify for specialist consultation benefit.

10. MEMBERSHIP

- 10.1. When you enrol or increase your subscriptions, you must be under 65 years of age. If you are enrolling as a member of a Partners scheme or if you are a member of a Partners scheme and wish to increase your subscriptions, your partner must also be under 65 years of age.
- 10.2. Personal scheme membership covers the subscriber for all benefits and any child dependants under the age of 18 years for hospital inpatient, hospital outpatient and specialist consultation benefits at special rates.
- 10.3. Partners scheme membership covers the subscriber and Partner for all benefits and any child dependants under the age of 18 years for hospital inpatient, hospital outpatient and specialist consultation benefits at special rates.
- 10.4. Single subscribers can choose Partners scheme membership if they nominate a partner to be regarded as a spouse. Your partner's full name must be registered with us before you can make a claim and you cannot claim for more than one partner.
- 10.5. If partners both pay a valid subscription, they will both be regarded as Personal scheme members.
- 10.6. We reserve the right to impose special conditions for certain membership options or to decline certain membership options.

11. CLAIMS

- 11.1. Your claims must be submitted on a properly completed and certified benefit claim form which you can obtain from group representatives, pay, pension, personnel and welfare offices or from WHA's office.
- 11.2. Members can obtain benefit claim forms from WHA's office or download from www.whahealthcare.co.uk/members-area.
- 11.3. We will not pay benefit if the date of the treatment or service received or the date of hospital inpatient discharge or the fourth hospital attendance is more than six months before the date on which the claim is submitted to our Cardiff office.

- 11.4. We will not pay benefit for claims arising out of any medical condition which existed on enrolment. We will not pay benefit at higher rates if the medical condition existed when subscriptions were increased. 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. We will consider your claims in accordance with the benefit scale and conditions which applied at the commencement of the treatment or on the date that the service was received, as appropriate.
- 11.6. When we calculate the maximum benefit payable, all relevant benefits paid in the two year period prior to the date on which the treatment commenced or on which the service was received are taken into consideration.
- 11.7. We will not pay benefit for treatment or services which are received or which commence before the date on which the subscriber enrolled. We will not pay benefit for hospital admissions or attendances which occurred or commenced before the date on which the subscriber enrolled.
- 11.8. 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.
- 11.9. 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."

12. QUALIFYING PERIODS

- 12.1. When you enrol as a subscriber or increase your subscriptions, you will have to serve a qualifying period for benefits. Qualifying periods apply to all persons covered for benefit whether on enrolling or increasing subscriptions, unless any special arrangements have been agreed. Qualifying periods also apply to partners and child dependants.

- 12.2. The qualifying period for Group Members and Direct Members paying by direct debit is three months for all benefits except maternity benefit.
- 12.3. For all members, the qualifying period for maternity benefit is 12 months.
- 12.4. There is no qualifying period if a hospital admission or hospital attendance is required as a result of an accident.
- 12.5. Qualifying periods commence on the date of enrolment or on the date on which subscriptions are increased. Claims for treatment or services received before or which commence before the appropriate qualifying period has ended are not eligible for benefit or, if subscriptions have been increased, are not eligible for benefit at the higher rate.

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. Membership is continuous provided that subscriptions are paid at the correct rate and frequency.
- 13.2. Your subscriptions must be paid up to date before a claim can be considered. If your subscriptions are more than three months in arrears for any reason other than illness or redundancy, your membership will be terminated and you will no longer be eligible to claim benefits. Although we are not obliged to do so, we will make every effort to inform you if we are no longer receiving your subscriptions.
- 13.3. If your subscriptions are in arrears because of illness (excluding maternity) or redundancy your membership will not be terminated until your subscriptions are more than twelve months in arrears. But you should make arrangements for payment of subscriptions to us as soon as possible. If you owe us any arrears of subscription, they must be paid before you can submit a claim for benefit.

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.
- 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 of membership or to decline applications for membership. We also reserve the right to terminate membership by giving one month's notice, in writing.
- 14.4. Children under the age of 18 years are covered by one parent's subscriptions for hospital inpatient, hospital outpatient and specialist consultation benefits at special rates. Persons over the age of 16 years can be covered for adult benefits provided that the appropriate subscription is paid, in which case the child benefits cease to apply.
- 14.5. 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.
- 14.6. We will not pay benefit for fees incurred for private hospital treatment, prescription charges or surgical appliances.
- 14.7. We will not reimburse any fees incurred for completion of benefit claim forms.

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 Healthcare, 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 the above address, 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. Ending Your policy

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

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

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

18.5. If you cancel your policy, and you pay via your payroll or pension, it is your responsibility to inform your pay office or pension administrator to stop deducting payments from your salary or pension. If you pay via direct debit and you cancel your policy it is your responsibility to inform your bank or building society to stop deducting payments from your account.

18.6. 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@whahealthcare.co.uk

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

GENERAL NOTES

- A. 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.
- B. Once you are a member, your membership may continue up to any age.
- C. Your subscription includes Insurance Premium Tax at the rate applicable.
- D. We reserve the right to recover any overpayments of benefit made to you from any future benefits payable to you.
- E. To protect all members, we will always take legal action against anyone who makes a dishonest, false or fraudulent claim.



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