

Policy Terms and Conditions



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## 1. About this Policy

### What you need to know

Various provisions in this *Policy* restrict coverage. Please read the entire *Policy* carefully to determine *Your* rights, duties and what is and what is not covered.

Throughout this *Policy* the words '*You*' and '*Your*' refer to the Insured Person(s) named on the *Policy Certificate*. The words '*We*', '*Us*' and '*Our*' refer to the *Foresters Friendly Society* who are the *Underwriters* providing this insurance or the scheme *Administrator* acting on behalf of the *Society*.

Other words and phrases that appear in italics have special meaning. Please refer to GENERAL POLICY DEFINITIONS for their meaning.

The EXCLUSIONS section lists groups of procedures and situations that are not covered under this *Policy*.

### What this policy covers

PatientChoice is an insurance *Policy* that provides fixed monetary benefits for *You* to spend if *You* need medical *Treatment* that requires a *Medical Procedure* in *Hospital*.

Benefits are designed to enable *You* to purchase *Treatment* at most *Private Hospitals* for conditions that are short-term and curable. The *Policy* will pay for the costs of the *Treatment* up to the amount as shown in the POLICY BENEFITS section under the TABLE OF BENEFITS (PRIVATE HOSPITAL BENEFITS) and any money that is left over between the benefit amount and the cost of the *Treatment* will be paid to *You* as a cash benefit.

Should *You* choose to use the *NHS* rather than a *Private Hospital*; the *Policy* will pay *You* the applicable *NHS* cash benefit as shown in the POLICY BENEFITS section under the TABLE OF BENEFITS (NHS BENEFITS).

Claims are paid when *You* receive *Treatment* in a *Hospital*. *You* can choose where *You* wish to have *Treatment* and the PatientChoice Customer Helpline (0800 012 2008) will assist *You* with *Your* claim depending on *Your* circumstances.

### What your responsibilities are

If *You* are required to complete an *Application Form*, it is *Your* responsibility to ensure that the *Application Form* is completed accurately and to the best of *Your* knowledge. Any failure to complete the *Application Form* accurately may lead to the *Policy* being cancelled or claims not being paid.

In order to make a claim under this *Policy*, it is *Your* responsibility to obtain confirmation from a *Medical Specialist* that *Treatment* is required.

**Should *You* choose to obtain *Treatment* at a *Hospital* which costs more than the amount payable as specified in the *Table of Benefits*, it is *Your* responsibility to pay for any difference (See MAKING A CLAIM UNDER THIS POLICY).**

If *You* or *Your* employer stops paying premiums for this insurance, the *Policy* will be cancelled 30 days from the date on which the last premium was due and *Your* entitlement to benefits will cease.

## 2. General Policy Definitions

Definition	Meaning
Administrator	PatientChoice Limited or any other such firm which We notify to You in writing.
Advice	Any consultation regarding a <i>Pre-Existing Condition</i> or <i>Related Medical Condition</i> from a <i>General Practitioner</i> , <i>Medical Specialist</i> or therapist including the issue of any prescription or repeat prescription.
Angiography	A method of assessing the patency and characteristics of selected blood vessels by the injection of contrast medium.
Angioplasty	A method of attempting to alter the blood flow through a blood vessel by using either, or a combination of, a balloon, stent or laser.
Annual Review Date	The anniversary of the <i>Policyholder's Commencement Date</i> .
Application Form	The <i>Application Form</i> for this <i>Policy</i> .
Bands 1, 2, 3, 4, 5, 6, 7, 8, 9	The Band numbered 1- 9 relate to claim benefits payable in accordance with the <i>PatientChoice Schedule of Procedures</i> .
Bilateral Procedures	The identical <i>Medical Procedure</i> occurring on different sides of the body.
Chemotherapy	A course of intra-venous, intra-theical, intravesical or intra-peritoneal cytotoxic agents for the treatment of cancer, used as an adjuvant therapy not more than 180 days after cancer related surgery. Oral medication is excluded.
Classification of Medical Procedure	Means either <i>Band 1, 2, 3, 4, 5, 6, 7, 8 or 9</i> as listed in the <i>Table Of Benefits and Schedule of Procedures</i> .
Commencement Date	The date that You first become insured under this <i>Policy</i> or the date that You rejoin in the event that Your <i>Policy</i> is cancelled or not renewed.
Company	An organisation that has contracted with Us to provide cover under this <i>Policy</i> to all or a selected group of its <i>Employees</i> .
Course (of Chemotherapy or Radiotherapy)	A sequence of medical treatment sessions prescribed for a defined period of time following a diagnosis of cancer. Any treatment session occurring within 90 days of another session is deemed to be part of the same course.
Dependant(s)	Any of the following: <ol style="list-style-type: none"> <li>1 The Spouse or partner residing with the <i>Policyholder</i>.</li> <li>2 The <i>Policyholder's</i> children who are older than 1 year of age until the <i>Annual Review Date</i> following their 21st Birthday.</li> <li>3 Dependant children undergoing full-time education may continue on the <i>Policy</i> until either such time that their education is complete; the <i>Annual Review Date</i> following their 25th Birthday; marriage or they cease to be financially dependent on the <i>Policyholder</i>, whichever is earlier.</li> </ol>
Diagnosed/Diagnoses/ Diagnosis	The unequivocal discovery and identification of a medical condition from the examination of symptoms using investigations such as X-rays or blood tests, by a <i>Medical Specialist</i> .
Emergency Procedures	Procedures usually carried out in an Accident and Emergency Department or procedures carried out following admission into a <i>Hospital</i> via an Accident and Emergency Department or procedures carried out following same-day referral to the <i>Hospital</i> by a <i>General Practitioner</i> or <i>Medical Specialist</i> or any other person.
Employee(s)	An <i>Employee</i> (or an ex-employee) of the <i>Company</i> who is considered by the <i>Company</i> to be eligible for inclusion.
Endoscopic Procedures	Procedures using an illuminated optical instrument used for internal investigations or for assistance with procedures associated with body cavities or organs. Some endoscopic procedures not carried out under General Anaesthetic are not covered (see exclusion 16).

Definition	Meaning
Fee per Service (Treatment)	Medical <i>Treatment</i> which is charged as incurred, with the cost of care not fixed in advance.
Fixed Price (Package)	<i>Treatment</i> in a <i>Private Hospital</i> and for which the costs have been negotiated by <i>Yourself</i> or a third party nominated by <i>Us</i> .
Foresters Friendly Society	The Ancient Order of Foresters Friendly Society Ltd.
General Practitioner	A medical doctor in general practice who is registered with the General Medical Council and who is not a <i>Medical Specialist</i> .
Hospital	An independent <i>Hospital</i> or nursing home registered in accordance with the Registered Homes Act 1984 or a <i>NHS Hospital</i> in the United Kingdom with specialist facilities for medical and surgical procedures. Hospitals in other countries may be included at <i>Our</i> discretion.
Insured Person	<i>You</i> and the persons covered under this <i>Policy</i> as listed in the <i>Policy Certificate</i> .
Medical Condition	Any disease, illness or injury.
Medical Procedure	An intervention carried out by a <i>Medical Specialist</i> in a <i>Hospital</i> involving one of the following: <ol style="list-style-type: none"> <li>1 A general anaesthetic.</li> <li>2 A regional or local anaesthetic in conjunction with an incision involving a surgical knife.</li> <li>3 <i>Endoscopic procedures</i>.</li> <li>4 <i>Angiography</i> and <i>Angioplasty</i> (treatment of blood vessels).</li> <li>5 <i>Chemotherapy</i> and <i>Radiotherapy</i> used as an adjuvant therapy not more than 180 days after (the same) cancer related surgery.</li> </ol>
Medical Specialist	A Doctor who: <ul style="list-style-type: none"> <li>• holds an <i>NHS</i> Consultant post and;</li> <li>• is on the Specialist Register held by the General Medical Council and;</li> <li>• Is under the age of 70 when <i>Treatment</i> is provided;</li> </ul> Or <ul style="list-style-type: none"> <li>• who is otherwise approved by <i>Us</i> prior to any <i>Treatment</i> being administered.</li> </ul>
NHS	Means the free-to-use public health service. For the purposes of this <i>Policy</i> patients who undergo <i>NHS</i> -subsidised procedures at either independent hospitals or Independent Sector Treatment Centres (ISTCs) will be deemed to have received <i>NHS</i> treatment.
Period of Cover	The duration of this <i>Policy</i> as detailed in the <i>Policy Certificate</i> .
Policy	The contract between the <i>Company</i> or <i>Yourself</i> and <i>Us</i> and which comprises the <i>Policy Certificate</i> and the <i>Policy Terms and Conditions</i> referred to therein.
Policy Certificate	The document accompanying this <i>Policy</i> which lists the persons covered, the <i>Commencement Date</i> and any special provisions relating to <i>Your</i> insurance.
Policyholder	A person who is insured under this <i>Policy</i> as listed in the <i>Policy Certificate</i> .
Pre-Existing Condition	Any disease, illness or injury for which: <ul style="list-style-type: none"> <li>• <i>You</i> have received medication, advice or treatment</li> </ul> Or <ul style="list-style-type: none"> <li>• <i>You</i> have experienced symptoms, or were aware of, in the 3 years before the <i>Commencement Date</i> of <i>Your Policy</i>, whether the condition has been <i>Diagnosed</i> or not</li> </ul>
Private Hospital	An independent <i>Hospital</i> or <i>NHS</i> pay bed, or any other establishment which <i>We</i> may decide to treat as a <i>Private Hospital</i> for the purpose of this <i>Policy</i> .
Private Treatment	<i>Treatment</i> not funded by the <i>NHS</i> , whether in a <i>NHS Hospital</i> or a <i>Private Hospital</i> .

Definition	Meaning
Radiotherapy	A <i>Course</i> of high-energy radiation from x-rays, gamma rays, neutrons and other radioactive sources for the treatment of cancer, used as adjuvant therapy not more than 180 days after cancer-related surgery.
Related Medical Condition	Any symptom, disease, illness or injury, which reasonable medical opinion considers to be associated with another symptom, disease, illness or injury.
Schedule of Procedures	The PatientChoice <i>Schedule of Procedures</i> classifying <i>Medical Procedures</i> according to their complexity. <i>Band 1</i> is the least complicated procedure and <i>Band 9</i> the most. The PatientChoice <i>Schedule of Procedures</i> can be found on our website at <a href="http://www.patientchoice.org">www.patientchoice.org</a> or on request from PatientChoice Limited.
Second Opinion	Obtaining an alternative opinion of a <i>Medical Condition</i> from a second <i>Medical Specialist</i> .
Self-Pay (Treatment)	Medical <i>Treatment</i> that is entirely paid for by <i>You</i> with a view to <i>You</i> claiming <i>Your</i> benefit entitlement after the event.
Surgical Complication	An unexpected and unforeseen event that is the result of the original <i>Medical Procedure</i> or complaint or which arises after admission to <i>Hospital</i> .
Table Of Benefits	The benefits which are payable by <i>Us</i> under this <i>Policy</i> .
Treatment	The provision of a <i>Medical Procedure</i> as defined in the <i>Policy</i> .
Underwriters	The <i>Foresters Friendly Society</i> providing this insurance.
We, Us, Our/Ourselves	The <i>Foresters Friendly Society</i> or the scheme <i>Administrator</i> acting on behalf of the <i>Society</i> .
You/Your/Yourself	Persons covered (Insured Person) under this <i>Policy</i> as listed in the <i>Policy Certificate</i> .

### 3. Making A Claim Under This Policy

Should *You* wish to make a claim on *Your Policy* or have any queries whether a condition is covered by this *Policy*, please call the PatientChoice Helpline on 0800 012 2008 between 9am to 6pm Monday to Friday.

One of *Our* Customer Services Representatives will assist *You* in determining whether *Your* condition is covered and should *You* wish, help *You* locate a suitable *Hospital* for *Your Treatment*.

When calling the Helpline please be aware *We* will need to ask certain questions so that *We* can confirm cover. It will help *Us* if *You* have the following information ready:

- *Your Policy* Number.
- The *Policyholder's* name and details of the person making the claim.
- What *Medical Condition* the person claiming is suffering from and when symptoms began.

Note: To avoid disappointment at the time of a claim, it is vital *You* telephone the PatientChoice Helpline (0800 012 2008) prior to *Treatment* to ensure that *You* have a valid claim and can be made aware of what level of assistance *You* will be entitled to.

In some cases, it may be necessary to obtain additional medical information to enable *Us* to confirm the benefit available to *You*. *You* will be asked to give *Your* permission on the claim form in accordance with the Access to Medical Records Act (1988). Any costs associated with obtaining this information will be paid by *Us*. No benefit will be payable until such additional information has been obtained.

Please remember that certain kinds of *Treatment* are not covered and failure to contact the PatientChoice Customer Helpline may result in *You* incurring personal costs. Please refer to section 8 POLICY EXCLUSIONS for full details of exclusions.

Please note that calls to *Our* Helpline may be monitored or recorded as part of *Our* training and quality assurance programs.

#### How to make a claim

If *You* believe that *You* have a claim under this *Policy*:

- 1 *You* must contact *Us* as soon as reasonably possible by telephone.
- 2 *We* will then send *You* a claim form, which must be signed and dated by the *Medical Specialist* who considers the procedure necessary and returned to with any costs met by *Yourself*.
- 3 *You* will need to tell *Us* whether *You* wish to seek *Treatment* privately or under the *NHS*.

### What if I choose to be treated in a Private Hospital?

As soon as *Your* claim has been approved, *You* will be notified what level of benefit *You* are entitled to. If *You* decide to be treated in a *Private Hospital*, then *You* have several choices about how to use the benefit level to which *You* are entitled.

- **Fixed Price Package** – many *Hospitals* are now offering *Fixed Price* packages whereby the cost of the *Medical Procedure* and all associated costs are fixed. The cost of *Treatment* may vary depending on *Your* individual circumstances but *You* will know how much it will cost before *You* go into *Hospital*. Should *You* wish to take advantage of a *Fixed Price* package then *You* can either use the third party treatment sourcing service nominated by *Us* to arrange a *Fixed Price* package on *Your* behalf or *You* can negotiate one directly with a hospital. If *You* negotiate directly then *You* must tell *Us* as well so that *We* can arrange to make payment to the *Hospital* on *Your* behalf before *You* have the *Medical Procedure*. If the cost of *Treatment* is lower than the benefit level to which *You* are entitled, then *You* will be able to keep the surplus, which *We* will pay to *You* by cheque after *You* have received the *Treatment*. Once *You* have received any surplus *You* will be responsible for paying any further invoices that *You* receive.
- **Fee per service** – some *Hospitals* may decline to give a *Fixed Price* quote if either *You* are having an unusual procedure or if *Your* medical circumstances make it difficult to know how much the medical care will cost. In these cases *We* will be able to settle bills sent to *You* after *Your Treatment* providing *You* send *Us* the invoices and providing *Your* total benefit entitlement is not exceeded. If the total cost of *Treatment* is lower than the benefit level to which *You* are entitled, then *You* will be able to keep the surplus, which *We* will pay to *You* by cheque when *Your Treatment* is complete. Once *You* have received any surplus *You* will be responsible for paying any further invoices that *You* receive.
- **Self pay** – *You* may wish to pay for all *Treatment Yourself* before claiming the benefit entitlement after the event. In this case *We* would simply provide the benefit entitlement to *You* directly on presentation of relevant invoices. Please be sure to always contact the PatientChoice helpline (0800 012 2008) before *You* have *Your Medical Procedure*, even if *You* intend to claim *Your* entitlement afterwards

### What happens if I choose to be treated in the NHS?

Once the claim has been approved by *Us* and *We* have been presented with evidence of *You* having undergone the *Medical Procedure* within the *NHS*, *We* will pay the appropriate benefit applicable to the *Classification of Medical Procedure* as shown in the *Table of Benefits*. Payment will be made by cheque directly to *You* within 10 working days.

### Cash payments for Company Employees

If *You* are a member of a company that is purchasing this insurance on *Your* behalf the terms of any surplus or cash payments may differ from the above and these will be stated on *Your* policy certificate.

## 4. Premiums

The first premium is payable at the *Commencement Date* of this *Policy* and thereafter as specified in the *Policy Certificate*. The amount of the premium is reviewable at the *Annual Review Date*.

For *Company* paid groups the *Company* is responsible for paying the premium for its *Employee(s)* and their *Dependant(s)* (if eligible).

If *You* or *Your* employer stops paying premiums for this insurance, benefits will end when the period covered by the premium payment has expired or when any premium has not been paid by or within 30 days of the normal due date.

There will be no premium refund in the event of the death of any *Policyholder* and/or *Dependant(s)* covered under this *Policy*, although valid claims will still be paid in accordance with the *Policy* terms & conditions.

All premiums must be made payable to PatientChoice and are processed by the *Administrator* acting as *Our* agent, or otherwise to *Us* as *We* may direct in writing.

## 5. Reviews and Changes to This Policy

*We* may review the premiums at each *Annual Review Date* of this *Policy* to reflect the actual and expected claims experience of all PatientChoice Limited Products. (See GENERAL POLICY CONDITIONS PARAGRAPH 10). At each *Annual Review Date* of this *Policy* *We* will notify *You* of any changes to the premiums payable for continuance of this *Policy*. Any such notification will be made in writing before each *Annual Review Date*.

Occasionally *We* may vary the *Table of Benefits* to reflect any changes in medical technology and inflation of medical costs. *We* will notify *You* in advance of any such changes which shall become effective during this *Policy*.

We reserve the right from time to time, to review and adjust the allocated banding of individual procedures under the *Schedule of Procedures* either up or down to reflect changes in technology or the cost of treatment. We will notify You in advance of any such changes which shall become effective during this *Policy* and any such review will pay due regard to the original aims and intentions of this policy and to the interests of all PatientChoice policyholders. The *Schedule of Procedures* can be found on Our website at [www.patientchoice.org](http://www.patientchoice.org) or on request from PatientChoice Limited.

You may add a *Dependant* to this *Policy* providing You inform Us in advance of the date that You wish them to become covered under this *Policy*. Upon acceptance We will advise you of any changes to Your premium which shall be applicable from the date that they join the scheme.

## 6. Cooling Off Period and Cancellations

### Cooling off Period

A statutory cancellation notice will be sent with Your documents and You will then have 30 days from the receipt of the notice within which to cancel the contract if You do not wish to go ahead with it. If You or Your Company wish to cancel Your *Policy*, You must return the documents within 30 days to Us at PatientChoice Limited, 83 Victoria Road, London SW1H 0HW and providing You and/or Your *Dependant(s)* (if applicable) have not made a claim, We will make a refund in full.

### Cancellations

At any other time, and provided We have been notified in writing at least 10 working days in advance of the required cancellation date, You, or Your Company may cancel this *Policy*. In the event of cancellation, if premiums are paid annually, premiums will be refunded on a pro-rata basis (if applicable).

If premiums are paid on a monthly basis by Direct Debit, premium payments will cease from the next instalment date providing that 10 working days notice has been given.

We reserve the right to refuse to renew or to cancel this *Policy* at any time despite any other terms of this contract if You or Your Company:

- 1 Have/has not acted in good faith and have/has misled Us by withholding material facts or by mis-statement.
- 2 Have/has not paid the premium within 30 days of the normal due date.
- 3 Cease to be resident in the United Kingdom for more than 180 days per year.
- 4 Have/has breached the terms of this *Policy*.

## 7. Policy Benefits

This *Policy* covers You for *Medical Procedures* which are not specifically excluded by this *Policy*:

*Medical Procedures* are defined as an intervention carried out by a *Medical Specialist* in a *Hospital* involving one of the following:

- 1 A general anaesthetic.
- 2 A regional or local anaesthetic in conjunction with an incision involving a surgical knife.
- 3 *Endoscopic* (fibre-optic) procedures.
- 4 *Angiography* and *Angioplasty*.
- 5 *Chemotherapy* and *Radiotherapy* when used as adjuvant therapy not more than 180 days after cancer related surgery.

*Medical Procedures* are allocated a *Classification of Medical Procedure* according to their complexity. *Band 1* is the least complicated procedure and *Band 9* the most. The *Schedule of Procedures* contains a full listing of the category allocations and is available at [www.patientchoice.org](http://www.patientchoice.org) or upon request from PatientChoice Ltd.

You may claim for up to 3 *Medical Procedures* in any consecutive 12 month period for each person insured under this *Policy*.

You may submit a claim after *Treatment* has been received providing that a claim form is received by Us within 6 months of the *Treatment* date and provided that You have had prior approval from Us.

If You undergo more than one planned *Medical Procedure* at the same time, We will pay for the procedure in the highest band only. Exceptions to this are *Bilateral Procedures* where We will pay one *Band* higher than the cost of the procedure performed on a single side unless otherwise indicated.

If at the time of Your initial *Medical Procedure*, You suffer a *Surgical Complication* and require a more serious procedure, We will pay the cost of the higher banded procedure in accordance with the *Schedule of Procedures*, unless Your *Treatment* is part of a *Fixed Price* package.

The *Policy* does not cover You for complications which exceed the applicable benefit limit unless the complications are a separate *Medical Procedure* as determined by the *Schedule of Procedures*.

Any further *Medical Procedures* after the initial *Treatment* will be treated as a separate claim.

## Table of Benefits

### Private Hospital Benefits

If You choose to receive *Treatment* in a *Private Hospital*, We will pay *Your Hospital* costs as well as any related costs up to the amount specified in the table below and in accordance with the *Classification of Medical Procedure*. Once all bills for *Your Treatment* have been settled, We will return any surplus benefit to You by cheque (except if otherwise agreed with Your employer if You are a member of a company that is purchasing this insurance on Your behalf).

Classification of Medical Procedure	Private Hospital Benefits
Band 1	£750
Band 2	£1,500
Band 3	£2,250
Band 4	£3,000
Band 5	£6,000
Band 6	£10,000
Band 7	£15,000
Band 8	£20,000
Band 9	£25,000

### NHS Benefits

If You choose to receive *Treatment* within the *NHS*, once We have all the necessary paperwork, We will send You a cheque according to the *Classification of Medical Procedure* as stated in the following table (except if otherwise agreed with Your employer if You are a member of a company that is purchasing this insurance on Your behalf):

Classification of Medical Procedure	Private Hospital Benefits
Band 1	£150
Band 2	£250
Band 3	£350
Band 4	£500
Band 5	£1,500
Band 6	£2,500
Band 7	£3,500
Band 8	£4,000
Band 9	£5,000

## 8. Policy Exclusions

### Specific Exclusions

The *Policy* will not pay claims which are, or arise from any of the following:

- 1 *Pre-Existing Conditions* – Unless otherwise specified, conditions and related conditions that You have suffered from in the 3 year period prior to becoming insured under this *Policy* will not be covered. These may become covered once You have been free of symptoms, treatment or advice for 2 years from the *Commencement Date* of the *Policy*. Eligible new conditions will be covered under this *Policy* if first *Diagnosed* after the *Commencement Date*.
- 2 *Emergency Procedures*.
- 3 *Procedures* which are not one of the following:
  - *Medical Procedures* requiring a general anaesthetic.
  - *Medical Procedures* requiring a regional or local anaesthetic in conjunction with an incision involving a surgical knife.
  - *Endoscopic Procedures*.
  - *Angiography* and *Angioplasty*.
  - *Chemotherapy* and *Radiotherapy* when used as adjuvant therapy not more than 180 days after cancer related surgery.
- 4 *Procedures* which solely involve needle injections, needle biopsies or needle procedures for *Diagnostic* or therapeutic reasons, with or without radiographic guidance.

- 5 CT, MRI or Ultrasound scans or procedures requiring CT, MRI or Ultrasound scans for guidance, such as CT-guided needle biopsies.
- 6 Insertion of hormonal or therapeutic implants.
- 7 Correction of Congenital Abnormalities.
- 8 Procedures carried out on a person less than 12 months old.
- 9 Cosmetic Treatment – whether or not it is for psychological or religious purposes including following an accident, injury or illness.
- 10 Dental Conditions – any dental condition or dentistry, including gum conditions and wisdom tooth extraction.
- 11 Fertility or Infertility Treatment – or any treatment relating exclusively thereto.
- 12 Gender Reassignment – or any treatment whether or not it is for psychological purposes.
- 13 Organ Transplants & Donations.
- 14 Pregnancy and/or Childbirth – or any treatment or investigations relating to pregnancy or childbirth including foetal operations.
- 15 Procedures relating to colposcopy other than knife-cone biopsies.
- 16 Endoscopies – the following endoscopies are excluded unless they are carried out as part of an examination under general anaesthetic (GA):
  - nasal sinus endoscopy
  - pharyngoscopy
  - laryngoscopy
  - flexible and rigid sigmoidoscopy
  - hysteroscopy
- 17 Renal Failure – supportive treatment, including dialysis.
- 18 Vasectomy.
- 19 Services or treatment at any long-term care facility, nursing home, spa hydro-clinic or sanatorium that is not a *Hospital*.
- 20 Any other *Exclusion* as listed in *Your Policy Certificate*

### General Exclusions

The *Policy* will not pay claims which are, or arise from, any of the following:

- 1 *Medical Conditions* either directly or indirectly arising from or associated with alcohol, solvent abuse, and/or drug dependency.
- 2 *Your failure* to seek and follow the medical *Advice* of a *Medical Specialist* relating to the *Treatment* of a specific condition.
- 3 Self-inflicted injuries, illness, disease or any condition intentionally self-inflicted or self-infected or arising from suicide attempts, including treatment required as a result of attempted suicide.
- 4 Psychiatric Treatment - *Treatment* associated with psychiatric conditions and any *Related Medical Condition*.
- 5 *Treatment*, directly or indirectly arising from, or as a consequence of:
  - War, invasion, acts of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, terrorism, military or usurped power.
  - Any criminal action, including provoked assault, fighting (except in bona fide self defence).
  - Chemical contamination or contamination by radioactivity from any nuclear material whatsoever or from the combustion of nuclear fuel.
- 6 *Treatment* directly or indirectly arising from or as a consequence of:
  - Work that involves handling explosives, toxic chemicals, deep-sea diving or outdoor activity at heights above 50 feet.
  - Professional Sports where a fee is received for training or playing.
  - Injury sustained whilst participating in dangerous or hazardous sporting activity including, but not limited to: mountaineering; rock climbing; motor sports including motor cycle sport; aviation other than as a fare paying passenger; ballooning; bungee jumping; hang gliding; micro lighting; parachuting; paragliding or parascending; potholing or caving; power boat racing; white water rafting; competitive yachting or sailing; bobsleighting; competitive canoeing or kayaking; judo or martial arts; scuba diving or extreme sports such as free-diving; base jumping, ski-racing and ice climbing.
  - Development delay learning and/or language disabilities.
  - Any sexually transmitted disease.

## 9. Adding and Deleting Company Employees and dependants to the Policy (Group Schemes)

### Adding company employees and dependants

Cover for new eligible *Employees* and their *Dependant(s)* can be obtained by either writing to *Us* or if required by submitting a *Group Membership Application Form* to PatientChoice Ltd in advance of the required start date.

If premiums are paid annually, the premium for new *Employees* and their *Dependant(s)* that join mid-term will be calculated on a pro-rata basis.

If premiums are paid on a monthly basis by Direct Debit, the premium for new *Employee(s)* and their *Dependant(s)* that join mid-term will be one monthly premium for each month and part-month that they are covered under this *Policy*.

### Deleting company employees and dependants

*Employee(s)* and their *Dependant(s)* may be deleted from the *Policy* providing that 10 working days notice is received in advance of the required cancellation date.

If premiums are paid annually, *Employee(s)* and their *Dependant(s)* may be deleted mid-term with the premium refunded on a pro-rata basis.

If premiums are paid on a monthly basis by Direct Debit, *Employee(s)* and their *Dependant(s)* may be deleted mid-term and the premium will be recalculated as one monthly premium for each month and part-month that they are covered under this *Policy*.

## 10. General Policy Conditions

- 1 Who is Covered?
  - Any individual named as an *Insured Person* on the *Policy Certificate*, but only if they reside in the United Kingdom for 180 days or more per year;
  - *Dependant(s)* who are detailed in the *Policy Certificate*;
  - Newborn children may only be covered under this *Policy* from the date that they become one year old and providing a written application is made to and accepted by *Us*.
- 2 Claims – This *Policy* provides cover for *Treatment* received while *You* are covered under this *Policy*.
- 3 All operations and covered *Medical Conditions* under this *Policy* are graded into 9 *Bands* in accordance with the *Schedule of Procedures*, which is available at [www.patientchoice.org](http://www.patientchoice.org) or upon request from PatientChoice Ltd.
- 4 *You* can make up to 3 separate claims in any consecutive 12 month period per *Insured Person* under this *Policy*.
- 5 The maximum amount that *You* may claim under this *Policy*, over all *Policy* years, is limited to £250,000 per *Insured Person*.
- 6 In the event of *Your* death whilst *You* are covered under this *Policy*, *We* will pay a lump sum of £1,500 to assist with funeral costs.
- 7 Payment of cash sums will be made to either *Yourself*, a legally appointed nominee or in the event of the death of the *Policyholder*, legal representatives of the deceased, estate by cheque.
- 8 Premiums – *Your* premium together with the Insurance Premium Tax (IPT) is payable by *You* or *Your* employer at the *Commencement Date* of this *Policy* and in monthly or annual instalments thereafter. *We* reserve the right to cancel this *Policy* should the premium not be paid within 30 days of the normal due date.
- 9 Moratorium – Unless otherwise specified, conditions and related conditions that *You* have suffered from in the 3 year period prior to becoming insured under this *Policy* will not be covered but may become covered once *You* have been free of symptoms, treatment or advice for 2 continuous years from the start of this cover. Eligible new conditions will be covered immediately.
- 10 Revision of terms – *We* may vary the *Table of Benefits* and *Schedule of Procedures* to reflect any changes in technology and the cost of treatment. Any such review will pay due regard to the original aims and intentions of this *Policy* and to the interests of all PatientChoice policyholders. *We* will notify *You* in advance of any changes which shall become effective during this *Policy*. Any such notification will be made in writing *We* may vary the premiums from time to time to reflect the actual and expected claims experience of all PatientChoice Limited products. Group or affinity business and individual business will be considered separately. At each *Annual Review Date* of this *Policy* *We* will notify *You* of any changes to the premiums payable under this *Policy*. Any such notification will be made in writing.

- 11 We reserve the right to amend the *Administrator* to this scheme and any change will be notified in advance in writing.
- 12 You must inform Us at the time of making a *Claim* whether the cost of *Treatment* is covered under another contract of insurance. We reserve the right to reduce benefits if payment has been made by another insurer.
- 13 You must inform Us whether the cost of *Treatment* could be recovered from a Third Party. We may commence proceedings in *Your* name against a Third Party to recover benefits that have been paid under this *Policy* by Us.
- 14 This *Policy*, along with the *Policy Certificate*, *Application Form*, *Table of Benefits* and the *Schedule of Procedures* are evidence of the insurance contract and are governed by and subject to the Laws of England.
- 15 PatientChoice policies are part of the taxable life and endowment business of the Foresters Friendly Society.

## 11. Data Protection

We are registered under the Data Protection Act 1998. In addition to the information gathered from *You* in relationship to any applications for products from Us, We will also need to maintain other records for general insurance administrative purposes, for offering renewal, for research and statistical purposes and for crime prevention.

We maintain all the information on computer and/or paper files. Information will only be disclosed to third parties where it is necessary to do so, in whatever format is considered appropriate by Us, limited to:

- 1 Outside consultants and agents as appointed by Us, only as may prove necessary in performing *Our* obligations to *You*.
- 2 Product providers, in relation to products that may be offered by Us operating as an intermediary for specific products.
- 3 The Regulators (mainly the Financial Services Authority who have legal authority to check all of our records), or governmental agencies with the legal rights to demand disclosure.
- 4 We do not disclose information to Third Parties other than those stated, not lending, selling, or in any other way sharing our membership lists or information.

CCTV recording may take place in *Our* premises for security purposes.

Telephone calls may be recorded for monitoring and/or training purposes.

## 12. Complaints Procedure

- 1 Making a Complaint – If at any time *You* are unhappy with the service that *You* have received from Us or *Our* representatives, *You* can contact *Our Administrators* at the following address at any time:

**The Chief Executive Officer,  
PatientChoice Limited,  
83 Victoria Street,  
London SW1H 0HW**

- 2 Alternatively *You* can contact *Our Underwriters* at the following address:

**The Compliance Officer,  
The Ancient Order of Foresters Friendly Society Limited,  
29–33 Shirley Road,  
Southampton SO15 3EW**

**Tel: 023 8022 9655  
Fax: 023 8022 9657**

- 3 If *You* feel that *Your* complaint has not been brought to a satisfactory conclusion, *You* can direct *Your* complaint to the Financial Ombudsman Service, Customer Contact Division at:

**South Quay Plaza,  
183 Marsh Wall,  
London E14 9SR**

**Tel: 0845 080 1800**

**Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)**



PatientChoice is administered for the Foresters Friendly Society by PatientChoice Limited who are authorised and regulated by the Financial Services Authority. FSA Registration Number 309977.

### **PatientChoice Limited**

**83 Victoria Street, London SW1H 0HW**  
**Phone: 0800 012 2008 Fax: 0800 012 2009**  
**Email: [info@patientchoice.org](mailto:info@patientchoice.org)**  
**[www.patientchoice.org](http://www.patientchoice.org)**

Telephone calls may be recorded as part of our quality control process.

Underwritten by:

The Ancient Order of Foresters Friendly Society Limited  
29–33 Shirley Road, Southampton SO15 3EW  
Phone: 023 8022 9655 Fax: 023 8022 9657  
Email: [mail@foresters.ws](mailto:mail@foresters.ws)

The Society is authorised and regulated by the Financial Services Authority.  
Incorporated Friendly Society No. 511 F. FSA Registration Number 110029.