

# General Terms and Conditions

These Terms and Conditions, along with Benefit Rules and Application Form, make up the Policy Agreement between the policyholder and **engage** Mutual Insurance Limited ("eMIL").

## Member Information

### 1. Joining and Upgrading

- 1.1 Apply to join:
  - In writing by completing an application form and sending it to **engage** Mutual Insurance Ltd (eMIL)
  - By telephoning 0800 988 2128 and applying over the telephone
  - Via the web, by completing the application form at **www.engagemutual.com**
- 1.2 To be eligible for this policy you must:
  - Reside within the United Kingdom for the duration of the policy
  - Be 17-65 years attained at the time of application
- 1.3 You do not need a medical to apply for cover.
- 1.4 Partners are eligible to join under the same eligibility criteria.
- 1.5 Dependant children of the adult member can receive free cover at child rates.
- 1.6 The maximum child benefit is shared between all dependant children.
- 1.7 A dependant child is eligible for free child cover between the ages of 0-16 years attained.
- 1.8 Children must upgrade to the adult scheme upon their 17th birthday to remain in benefit.
- 1.9 Renewals are automatic and binding and no renewal notices or documentation are issued.
- 1.10 All information supplied must be completely true and accurate.
- 1.11 Any amendments should be notified in writing as soon as possible.
- 1.12 Upgrades in membership are subject to the applicable qualifying periods during which time benefit will be paid at the lower level.
- 1.13 We reserve the right to decline an application for cover or to upgrade the policy when we believe this would be detrimental to the scheme and/or a significant number of our policyholders.
- 1.14 You can only hold one **engage** Health Cash Plan at any one time.
- 1.15 You must satisfy yourself that this plan and the level of cover you decide to apply for are right for you. eMIL will not provide any advice in this regard but you are free to seek information or advice from a professional adviser.
- 1.16 We will accept applications under Power of Attorney.
- 1.17 Any changes in plan levels will not affect the benefit period. Any benefits paid at the old level will count towards the benefit limits available to claim on the new plan.

### 2. Premiums

- 2.1 Premiums may be paid by:
  - Direct Debit
- 2.2 The adult plan is available on two levels. The level of premium paid determines the level of benefits available to the adult.

- 2.3 The additional child benefit is available in addition to the adult benefits, as part of the adult policy. The child benefit amounts are not affected by the level of cover chosen by the adult.
- 2.4 All premiums include 5% Insurance Premium Tax (IPT). Changes in the rate of IPT may affect premium amounts.
- 2.5 If no premiums are paid for 13 consecutive weeks the plan will cease due to non-payment. The plan may be re-instated providing all arrears are repaid but the qualifying periods will be re-applied.
- 2.6 Where a benefit under the plan is underwritten by another insurer, our agency agreements with insurers allow us to hold the premiums you pay in respect of these elements as an agent of the insurer and therefore payment to us means the same as if you have paid that insurer direct.

### 3. Qualifying periods

- 3.1 New policyholders or those who transfer to a higher level of cover will have to wait the relevant qualifying period before being eligible to most benefits:
  - 12 months: Birth or Adoption of a child.
  - 13 weeks: All other benefits
- 3.2 There is no qualifying period for Personal Accident Cover.
- 3.3 The qualifying period begins from the date of registration/upgrade.
- 3.4 If the policyholder upgrades their plan level the qualifying periods will be re-applied. During the qualifying period benefits will be paid at the lower plan level.
- 3.5 If the policy holder downgrades their plan level, qualifying periods will not be re-applied.
- 3.6 When a policy is re-instated following re-payment of arrears, the qualifying periods will be re-applied.

### 4. Benefit Period

- 4.1 The benefit period is the period of time over which each benefit can be claimed.
- 4.2 The benefit period commences from the date of your first claim under each benefit heading.
- 4.3 Any monetary benefit still available at the end of the benefit period will be lost and will not roll over into the forthcoming benefit period.
- 4.4 All benefits operate a one year benefit period, with the exception of a two year benefit period for Optical benefits on the adult plan.
- 4.5 The benefit period will not be affected by any change in plan level.

### 5. Claiming

- 5.1 Claim Forms are supplied by **engage** Mutual Insurance Ltd and are available by telephoning 0800 988 2129, or can be downloaded from our website at **www.engagemutual.com**.

- 5.2 Claims must be submitted using one of our claim forms.
- 5.3 All claims must be submitted within 13 weeks of the date of receipt.
- 5.4 Claims must be submitted with the original bill/receipt showing full name and address details. Photocopies, faxes, credit card vouchers and till receipts are not accepted.
- 5.5 Claims for Maternity/Paternity/Adoption must be submitted with the original birth certificate and/or adoption certificate.
- 5.6 Original receipts must be provided with the Claim Form and will be retained by **engage** Mutual Insurance Ltd.
- 5.7 Receipts that have been altered will be rejected.
- 5.8 Fraudulent claims will result in immediate withdrawal of membership.
- 5.9 Claims will not be paid:
- For any treatment required as a result of taking part in any professional sport, hazardous pursuit, or for self-inflicted injuries
  - For any illness, injury or condition that existed prior to policy registration date or upgrade, with the exception of Optical and Dental claims
  - For any treatment carried out during the qualifying period
  - Any charges made by a hospital, practitioner or other for filling in a claim form or for providing information we request relating to a claim.
- 5.10 Where the most recent premium due has not been received, the claim will still be paid providing the month that the treatment/injury occurred in has been paid for.
- 5.11 Additional medical clarification may be required.
- 5.12 Fees incurred for doctor's referral or for medical information to support a claim are the responsibility of the claimant.
- 5.13 Claims payments are paid to the policy holders direct to their nominated bank account. Alternatively, we may pay the claim by cheque.

## 6. Personal Accident Cover

- 6.1 The Personal Accident Cover is provided by a third party insurer, details available upon request.
- 6.2 Cover applies to all members over the age of 17 years.
- 6.3 If more than one injury results from one accident the benefits for each injury will be added together, but will be limited to a total of £10,000.
- 6.4 There will be no cover for any claim resulting from war, self inflicted injury, suicide or flying, except as a fare paying passenger.
- 6.5 Personal Accident Cover will cease if contributions are not up to date.
- 6.6 Claims must be submitted within 3 months of the date of the incident.
- 6.7 United Kingdom law governs all claims for benefit.
- 6.8 The conditions shown below are only a summary of cover:

## Personal Accident Cover

Accidental Death	£10,000
Permanent Total Disablement	£10,000
Permanent & Incurable Paralysis of All Limbs	£10,000
Permanent & Incurable Insanity	£10,000
Loss of entire sight of both eyes	£10,000
Permanent loss of use of both hands & both feet	£10,000
Loss of entire sight of one eye	£5,000
Permanent loss of use of one hand or foot	£5,000
Permanent total loss of hearing in:	
(a) Both ears	£5,000
(b) One ear	£1,500
Permanent total loss of use of the lens in one eye	£2,500
Permanent total loss of use of four fingers and thumb on either hand	£4,000
Permanent total loss of the use of four fingers on either hand :	£2,000
Permanent total loss of use of fingers of either hand:	
(a) Three joints	£500
(b) Two joints	£350
(c) One joint	£200
Permanent total loss of either thumb :	
(a) Both joints	£2,000
(b) One Joint	£1,000
Permanent total loss of use of toes:	
(a) All – one foot	£1,500
(b) Big – both joints	£500
(c) Big – one joint	£200
(d) Other than big toe – each toe	£200
Established Non-Union of Fractured Leg or Knee Cap	£1,000
Shortening of the Leg by at least 5cm	£750
Break of major arm bone(s) (Radius, Ulna and/or Humerous)	£150
Break of major leg bone(s) (Femur, Tibia and/or Fibia)	£150

## 7. Cancellation and Termination of Cover

- 7.1 All cover and benefits will automatically cease for the named person(s) under that policy if:
- The Policy is cancelled within the cancellation period that applies to a new Policy, or an upgrade to a Policy, by notification in writing, by the policy holder, within 28 days of the Policy start date.
  - The Policy is cancelled by the policy holder, giving notice in writing. Where excess contributions have been paid the maximum refund is limited to 3 months' contributions.
- 7.2 We reserve the right to cancel a Policy at any time by giving not less than 28 days written notice.
- 7.3 We reserve the right to cease a policy if:
- The policy holder is not eligible for cover
  - The policy holder provides false information or fails to disclose all required information at the time of the application/upgrade
  - The policy holder submits a fraudulent claim
  - The policy holder fails to comply with these Terms.

## 8. Data Protection and Complaints

- 8.1 Under the principles of the Data Protection Act 1998 we will endeavour to ensure that your personal information is correct and maintained in accordance with the Act.
- 8.2 We will treat all medical information we receive in the strictest confidence.
- 8.3 Under the Data Protection Act 1998 a policyholder may write and request a copy of the information we hold about them. If any inaccuracies are found the policyholder may ask to have them amended. We reserve the right to charge an administration fee for this service.
- 8.4 eMIL is authorised to conduct general insurance business by the Gibraltar Financial Services Commission and regulated by the Financial Services Authority for the conduct of UK business.
- 8.5 eMIL is a member of The British Health Care Association.
- 8.6 Complaints that relate to the arranging of the insurance can be registered by writing to the Customer Relations Team, **engage** Mutual Insurance, at Hornbeam Park Avenue, Harrogate HG2 8XE or by phoning 0500 848265. If the complaint cannot be settled, it may be referred to the Financial Ombudsman Service. Making a complaint will not affect the right to take legal action.
- 8.7 The Healthcare Plan has been provided by **engage** Mutual Insurance Limited, Montagu Pavilion, 8 – 10 Queensway, Gibraltar. It is governed by English law and all documents will be provided in English.

## 9. How engage Mutual Insurance Limited protects its members

- 9.1 We reserve the right to amend, suspend, curtail or extend any benefit or premium for any reason we consider necessary or advisable.
- 9.2 We reserve the right to request medical clarification to determine if a claim is valid.
- 9.3 We reserve the right to refuse to accept liability for a claim and to take legal action against anyone who makes a dishonest claim.
- 9.4 We are unable to provide any personal advice in respect of the suitability of the policy or level of cover.
- 9.5 eMIL is covered by the Financial Services Compensation Scheme (FSCS). A policyholder may be entitled to compensation from the scheme if eMIL cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

# Definitions

**Benefit period** The period of time over which each benefit can be claimed.

**Child** A person aged 17 or under.

**Cosmetic treatment** Treatment received to change appearance and not to alleviate a medical condition.

**Dentist** A fully qualified dental practitioner who works in a dental practice. The dentist must be a current member of the General Dental Council and must not be you, your partner, or a member of your family.

**Dependant child** A child that the member has parental responsibility for. This includes adoptive, step or foster children.

**GP** A general practitioner who currently works within a general practice. A GP must be registered with the general medical council and must not be you, your partner, or a member of your family.

**Health Screening** Attendance with a qualified practitioner for Mammography, Osteoporosis, Heart Disease, Bowel, Prostate & Testicular Cancer screening only.

**Hospital** An NHS or private institution that provides medical, surgical, or psychiatric care and treatment for the sick or the injured, that is not intended to serve as a hospice, nursing home or care home. The institution must provide facilities for a medical practitioner to diagnose injured or sick people.

**Hospital Day Surgery** Admission to hospital for surgery, out of a medical necessity, but not staying overnight or receiving surgical procedures at a GP medical practice.

**Hospital In-Patient** A patient who occupies a bed overnight, in hospital, for medical reasons. The patient will only be classed as an in-patient if they were admitted before 12, midnight.

**Optician** A fully qualified optician. The optician must be current member of the General Optical Council. The optician must not be you, your partner, or a member of your family.

**Osteopath** A member of the General Osteopathic Council. This person must not be you, your partner, or a member of your family.

**Our/We** Premier Health Benefits a trading style of **engage** Mutual Insurance Limited, a part of the **engage** Mutual Assurance Group.

**Partner** A person you are married to or are in a civil partnership with or a person you are living with permanently as if you are married or within a civil partnership.

## **Permanent and total Disablement**

A disablement that it is believed you will never recover from. The disablement will mean you are unable to work in your own or in any occupation for which you are suited by training, education, or experience.

**Plan/Policy** The contract of insurance with the Member/Policy Holder.

**Pre-existing condition/s** Any disease, illness or injury for which you have experienced symptoms, or sought or received medical attention before joining The Plan, or upgrading premium cover.

**Qualified practitioner** A medically qualified practitioner who specialises in a specific field of medicine.

**Qualifying period** The length of time you are required to wait between registering for the plan, or registering for a higher level of the plan, before you can claim your benefits.

**Registration date** Your registration date is the date from which your application is accepted onto our system.

**Respite Care** Patient care provided in the home or institution intermittently in order to provide temporary relief to the family home care giver.

**Surgical Procedure** A medical procedure involving an incision with instruments to repair damage, arrest disease, or treat an injury or abnormality using local or general anaesthetic.

**Total loss** A complete and irrevocable loss.

**UK** The United Kingdom of Great Britain and Northern Ireland.

**You/Your** Member/Policy Holder.

**Hazardous Pursuit** The following exclusions are contained within the definition of hazardous pursuit;

1. An insured person engaging in flying or other aerial activity other than as a fair paying passenger.
2. An insured person engaging in or taking part in a rock climbing or mountaineering normally involving ropes or guides, hang gliding, parachuting or driving or riding in any kind of race.
3. An insured person deliberately exposing themselves to exceptional danger (except in an attempt to save a human life),



**engage** Mutual Assurance is a trading name of Homeowners Friendly Society Limited ("HFSL") Registered and Incorporated under the Friendly Societies Act 1992, registered number 964F and its wholly owned subsidiary companies, **engage** Mutual Services Limited ("eMSL"), registered number 3088162 of Hornbeam Park Avenue, Harrogate HG2 8XE and **engage** Mutual Insurance Limited ("eMIL"), registered in Gibraltar number 100605 of Montagu Pavilion, 8-10 Queensway, Gibraltar. Premier Health Benefits is a trading style of **engage** Mutual Insurance Limited. eMSL is an appointed representative of eMIL.

HFSL is authorised and regulated by the Financial Services Authority (FSA). HFSL's FSA Register number is 110072. eMIL is authorised to conduct general insurance business by the Financial Services Commission Gibraltar (FSCG) and is regulated by the Financial Services Authority for the conduct of UK business. eMIL's FSA Register number is 485680. You can check this on the FSA's Register by visiting the FSA's website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.