



Policy Document

**HEALTHPROTECT
HEALTH CASH PLAN INSURANCE**

This **policy** protects **you** as described below, provided **you** meet the eligibility requirements in Clause 2 and **you** have paid the **premium** for this insurance.

Please read this **policy** carefully and make sure **you** understand it. If **you** have any questions about this insurance please telephone or write to **us** at:

Customer Services, Pinnacle Insurance plc
Pinnacle House, A1 Barnet Way, Borehamwood
Hertfordshire WD6 2XX
Telephone: 08707 200 745

Please inform **us** immediately of any change in **your** address or any other change affecting **you** which requires an alteration to the **schedule**.

All benefits will be paid directly to **you**.



SIGNED ON BEHALF OF PINNACLE INSURANCE PLCDIRECTOR(S)

YOU ARE ADVISED TO READ THIS DOCUMENT CAREFULLY

HOW TO CLAIM: Simply telephone Pinnacle on 08707 200 745 for a claim form, complete all sections and return it.

UNDERWRITTEN BY PINNACLE INSURANCE PLC

Head and Registered Office	:	Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire WD6 2XX
Company Registered Number	:	1007798
Policy Number	:	01995
Date of Policy	:	22 nd September 2004
Policyholder	:	NHI Services Ltd
Registered Office	:	66 Wigmore Street, London W1U 2HQ

1. DEFINITIONS

The words which appear in bold in this **policy** have specific meanings which are explained below:

"condition" means any sickness, disease or injury (or symptoms of any of these) whether or not it results in a diagnosis;

"day/daily" means a period of at least 12 hours, requiring the use of a **hospital** bed or nursing home bed, and subsequent periods of 24 hours;

"dentist" means a dental surgeon who is currently registered with the General Dental Council and engaged in general dental practice;

"dental accident" means a sudden and unexpected injury to the mouth which causes damage to the teeth and/or gums and results from a direct external violent means;

"doctor" means a qualified medical practitioner registered with the General Medical Council and working in the United Kingdom, the Channel Islands or the Isle of Man. A **doctor** who confirms **your** disability when **you** are making a claim cannot be **you**, a relative or close friend;

"elective surgical procedure" means a procedure which is not medically necessary to sustain or maintain **your** quality of life and is undertaken solely at **your** request;

"eligible children" means **your** children or legally adopted children who are named in the **schedule** and:

- (i) are not covered under any other similar policy with **us**, and are either
 - (a) over 6 months old and under 18 years of age and permanently living with **you**; or
 - (b) over 18 and under 22 years of age, provided they are unmarried, in full-time education and living with **you**, except during term-time; or
 - (c) entirely without gainful employment due to a physical or mental handicap and are chiefly dependant on **you** for maintenance and support and permanently living with **you**;
- (ii) they must continue to satisfy this definition on the date they become entitled to make a claim in order to claim benefit. No more than 4 **eligible children** will be covered under this **policy**;

"emergency dental treatment" means dental treatment given during an initial emergency appointment for the immediate relief of severe pain, the arrest of a haemorrhage, the treatment of an injury which causes a severe threat to **your** general health or ability to eat;

"end date" means the date cover ends under this **policy** which will be the earliest of the following:

- (i) the date of **your** death; or
- (ii) the date **we** advise **you** in writing that **your** insurance cover has ended; or
- (iii) the date **you** advise **us** in writing that **you** no longer wish to be covered under the **policy**; or
- (iv) the date **your** **premium** falls into arrears;

"hospital" means a lawfully operated establishment which has accommodation for residential patients

with organised facilities for diagnosis and major surgery which provides 24 hours a day nursing services by registered nurses and shall not be, other than incidentally, an institution for the care of mental or nervous illness or convalescence;

"normal pregnancy" means:

- (i) symptoms which normally accompany pregnancy which are of a minor and/or temporary nature and which do not represent a medical hazard to mother or baby; and
- (ii) childbirth, including delivery by caesarean section or any other medically or surgically assisted delivery which does not cause medical complications;

"period of insurance" means the period between the **start date** and the **end date** during which **you** have paid the **premium**;

"permanent contact lenses" means permanent prescription contact lenses that are designed to have an expected usable life of at least 6 months;

"policy" means the insurance policy set out in this document;

"premium" means the sum **you** pay **us** each month for each month's insurance cover;

"schedule" means the letter **we** send **you** which shows the details of **your** level of benefit;

"spouse" means **your** partner who is permanently living with **you**;

"start date" means the date **your** application for insurance is accepted by **us** as shown in the **schedule**;

"we/us/our" means Pinnacle Insurance plc;

"year" means 12 months from the **start date** and the same date each year thereafter;

"you/your" means the person(s) named on the **schedule** which may include **your spouse** and/or **eligible children** as named.

The singular shall include the plural and vice versa. The headings are for convenience only and will not affect the construction of the **policy**.

2. ELIGIBILITY

To become insured under this **policy**:

- (i) **you** must be at least 18 and less than 50 years of age at the **start date** and **your spouse** must be at least 18 and less than 55 years of age at the **start date**;
- (ii) **you** must apply for and be accepted by **us** for insurance cover under this **policy**;
- (iii) **you** must pay the **premium** and comply with the other terms and conditions of this **policy**;
- (iv) **you** must permanently reside in the United Kingdom, the Channel Islands or the Isle of Man; and
- (v) **you** must not be covered under any other similar policy with **us**.

In addition, for **your** children to become insured under this **policy**, they must be **eligible children** as defined in Clause 1.

3. PAYING THE PREMIUM

- (i) The **premium** is shown in the **schedule** and is based on the level of benefit chosen by **you**. It will change if the level of benefit changes.

- (ii) **You** must pay the **premium** when it is due, even if **you** are making a claim or receiving benefit under the **policy**.
- (iii) If **you** do not pay the **premium** when it is due, **we** will not pay any benefit under the **policy** effective from the date the **premium** was due.
- (iv) If **we** change the amount of **premium**, **we** will tell **you** in writing at least 30 days before the change.
- (v) If **you** live in England, Scotland, Northern Ireland or Wales, the **premium** quoted includes insurance premium tax. If there is any change to the rate of insurance premium tax the **premium** will be automatically adjusted. Any alteration in the rate of tax will be announced publicly.

4. QUALIFICATION PERIODS

- (i) From the **start date**, **you** will not be entitled to claim benefit until the initial qualification period of 6 months has elapsed.
- (ii) The 6 months qualification period does not

apply to Accidental dental cover or to admissions to **hospital** when an immediate casualty admission, as a result of an accident, is certified by the **hospital** concerned.

5. BENEFITS

- (i) **You** will be entitled to the following benefits shown in the Table of Benefits provided that:
 - (a) the insured event occurs and **you** make a claim during the **period of insurance**; and
 - (b) **you** have complied with the other terms and conditions of this **policy**; and
 - (c) **you** comply with **our** requests to provide evidence to **our** reasonable satisfaction of the circumstances surrounding the claim. This could be, but is not limited to, written confirmation of **hospital** admission or by way of original receipts.
- (ii) The level of benefit applicable to **you** is shown in the **schedule**.

Table of Benefits

Benefit		Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
1. In-patient admission	per day	£10 (£5)	£20 (£10)	£25 (£12.50)	£30 (£15)	£40 (£20)	£60 (£30)	£70 (£35)
2. Day case admission	per admission	£10 (£5)	£20 (£10)	£25 (£12.50)	£30 (£15)	£40 (£20)	£60 (£30)	£70 (£35)
3. Optical fees	75% of costs covered up to	£40	£65	£95	£135	£175	£210	£300
4. Dental fees	75% of costs covered up to	£40	£65	£95	£135	£175	£210	£300
5. Accidental dental cover	per dental accident max per year	£2,500 £10,000	£2,500 £10,000	£2,500 £10,000	£2,500 £10,000	£2,500 £10,000	£2,500 £10,000	£2,500 £10,000
6. Specialist consultation costs	50% of costs covered up to	£80	£150	£160	£225	£350	£425	£650
7. Complementary medicine Osteopathy Physiotherapy Chiropractic Acupuncture Homeopathy (Consultation only)	50% of costs covered up to	£120	£225	£250	£350	£500	£700	£900
8. Chiropody	75% of costs covered up to							
9. NHS prescription charges*	chargeable items per person per year	£30 2	£60 2	£70 2	£100 2	£150 3	£180 3	£200 4

Please Note: Eligible children benefits will be payable at 100% the adult benefit shown above, unless shown otherwise in brackets.

6. NOTES ON TABLE

ALL BENEFITS ARE LIMITED TO CLAIMS ARISING WITHIN THE EUROPEAN UNION AND NORTH AMERICA

- (i) **IN-PATIENT ADMISSION.** A benefit at the **daily** rate shown in the Table of Benefits is payable for the period **you** are admitted for in-patient treatment in a **hospital**. Claims submitted are subject to the other terms and conditions of the **policy** and must be supported where necessary, at **your** expense, with a translation into English of the details of the claim.
In-patient admission has an aggregate maximum payment of 91 days' benefit in any one **year** and will be paid weekly in arrears.
- (ii) **DAY CASE ADMISSION.** A benefit at the rate shown in the Table of Benefits will be made for each Day case admission **you** have for investigations, treatment or diagnosis in a **hospital** up to a maximum of 10 admissions in any one **year**. Benefit is not payable in respect of out-patient attendance. Maternity cover is excluded from this benefit. No benefit will be payable for Day case admission if **we** make any benefit payment for In-patient admission in respect of the same day.
- (iii) **OPTICAL FEES.** A benefit of 75% of the amount paid by **you** to the optician, up to the appropriate maximum entitlement in any one **year**, is payable whenever a pair of prescription glasses or **permanent contact lenses** are supplied. 75% of the sight test fees may be claimed as part of the maximum Optical fees benefit entitlement. Benefit is only payable for the supply of **permanent contact lenses** and not for disposable contact lenses, lenses purchased under an optical care contract scheme or for medical examination fees, fitting fees or sundries.
- (iv) **DENTAL FEES.** A benefit of 75% of the amount paid by **you** to the **dentist** for treatment or check-up charges or orthodontic and periodontal treatment, up to the appropriate maximum entitlement in any one **year** is payable. Benefit is not payable for charges incurred under dental care contract schemes.
- (v) **ACCIDENTAL DENTAL COVER.** A benefit to cover the cost of any **emergency dental treatment** and any follow up treatment required as a result of a **dental accident** is payable up to £2,500 per **dental accident**. Claims are limited to a maximum of 4 per **year**, and the maximum aggregate amount payable for all claims shall not exceed the yearly appropriate maximum entitlement shown in the Table of Benefits.
- (vi) **SPECIALIST CONSULTATION COSTS.** A benefit of 50% of the amount paid directly to a specialist physician or surgeon by **you** up to the appropriate maximum entitlement in any one **year**, is payable for an out-patient consultation. X-rays, blood tests or other

diagnostic tests directly connected with the consultation are included within this benefit. This benefit does not include treatment charges, medical examinations and reports, health screening services, visits to clinics or general practitioners.

- (vii) **COMPLEMENTARY MEDICINE.** Physiotherapy, osteopathy, chiropractic, acupuncture and homeopathy. A benefit of 50% of the amount paid directly by **you** to a physiotherapist, osteopath, chiropractor, acupuncturist or homeopath up to the appropriate maximum aggregate entitlement in any one **year**, is payable. Claims will be accepted in respect of treatment given by a physiotherapist, osteopath, chiropractor, acupuncturist or homeopath who is qualified and registered with an appropriate professional organisation recognised by **us** (a list is available on request). In respect of homeopathy, only consultation costs are covered.
 - (viii) **CHIROPODY.** A benefit is payable at 75% of the amount paid directly to a chiropodist by **you** for treatment, up to the appropriate maximum entitlement in any one **year**. Claims will be accepted in respect of treatment given by a qualified chiropodist who is registered with an appropriate professional organisation recognised by **us** (a list is available on request).
 - (ix) **NHS PRESCRIPTION CHARGES.** A benefit for each chargeable item at NHS prescription rates will be paid directly to **you**, subject to the maximum number of items per **year** shown in the Table of Benefits.
- #### 7. EXCLUSIONS
- (i) **You** are not entitled to benefit if **you** make a claim as a consequence of the following:
 - (a) any **condition**:
 - (i) which **you** knew about, or ought reasonably to have known about, before the **start date** or during the qualifying period; or
 - (ii) for which **you** sought or received advice, treatment or counselling from any **doctor** during the 12 months immediately before the **start date**.
- This exclusion does not apply to the Dental and Optical Fees benefits;
- (b) any injury intentionally self-inflicted whilst sane or insane;
 - (c) the consumption of alcohol or the taking of drugs other than under qualified medical advice or supervision;
 - (d) ionising radiation, contamination or the radioactive effect of any nuclear fuel or component thereof;
 - (e) **normal pregnancy**, miscarriage or

abortion unless the symptoms of a **normal pregnancy** develop into a pathological **condition**, sickness or disease which is diagnosed by a **doctor** or consultant who is listed by the General Medical Council as specialising in obstetrics which is not excluded under any other exclusions listed in this clause;

- (f) any **elective surgical procedure** or cosmetic surgery unless directly attributable to physical injury, disease or sickness;
 - (g) the commission of or the attempt to commit a criminal offence or being engaged in any illegal occupation;
 - (h) deliberate exposure to exceptional danger (except in an attempt to save human life), including the participation in extreme sports or working in dangerous occupations;
 - (i) riding on a motorcycle as a rider or a passenger;
 - (j) any **condition** directly or indirectly related to Acquired Immune Deficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV) as recognised by the World Health Organisation or any syndrome or **condition** of a similar kind including any related **condition** unless contracted during any investigation, test or course of treatment or as a complication of another medical **condition** except where such investigation, test or course of treatment has been carried out as a result of drug abuse or sexually transmitted disease;
 - (k) working or training as a paid professional sportsperson;
 - (l) being outside the United Kingdom, the Channel Islands or the Isle of Man for more than 6 months in any **year**;
 - (m) any motor accident not reported to the Police;
 - (n) any accident resulting from driving a vehicle for hire or payment, for courier and/or messenger services, for motor racing competitions, rallies, trials or speed testing;
 - (o) any motor accident which results in **your** conviction for dangerous or drink driving; or
 - (p) civil commotion, terrorism, riot or insurrection, war or any act incidental to war (whether declared or not) or whilst **you** are on naval, military or air force duty, service or any type of operations.
- (ii) In addition, no benefit in respect of a claim for **dental accident** will be paid for:
- (a) any amount in excess of the maximum benefit as stated in the Table of Benefits;

- (b) laboratory fees, except those arising as a direct consequence of a **dental accident**;
- (c) costs which **we** reasonably consider are not reasonable and necessarily incurred. All benefits will be paid in accordance with customary and accepted levels of charges for the treatment received. The charges must be reasonable and in line with **our** dental advisor's opinion;
- (d) any dental treatment which was prescribed, planned or was taking place prior to the **start date**;
- (e) damage to dentures, unless damaged during a **dental accident**;
- (f) reimbursement for travelling expenses or telephone calls in connection with any treatments; or
- (g) any treatment received for injuries which are not apparent within 30 days from the date of the original **dental accident**.

8. HOW TO MAKE A CLAIM

- (i) If **you** wish to make a claim under this **policy**, please write to or telephone **us** at the address or telephone number below. **We** will send **you** a claim form which should be returned to **us** as quickly as possible and in any event within 90 days after the date of discharge from **hospital** or the date the service was supplied.
- (ii) **We** will require proof to **our** reasonable satisfaction of all facts relevant to the claim, which will include the following:
 - (a) claims for In-patient admission or Day case admission will require the claim form to be fully completed by the **hospital** authority or registered nursing home that provided the treatment;
 - (b) claims for Optical fees, Dental fees, Accidental dental cover, Complementary medicine and Specialist consultation fees will require the relevant section on the claim form to be fully completed and the original dated receipts from the service provider;
 - (c) in the event that **we** request receipts, these must be the original dated receipts from the service provider. Copies of receipts will not be acceptable.
- (iii) **We** may require **you** to be examined by a **doctor**, **dentist** or other medical specialist at **our** expense. If **you** fail to keep the appointment, **we** may not pay the claim.
- (iv) Benefits will be paid direct to **you**.
- (v) Interest will not be added to any amount payable by **us** under this **policy**.
- (vi) Insurers share information with each other to prevent fraudulent claims via a register of claims. A list of participants is available on request. In the event of a claim, any information **you** have supplied relevant to this

insurance and on the claim form, together with other information relating to the claim, will be provided to the register.

- (vii) **We** have the right to make any enquiries and/or request any information which **we** feel is necessary to ascertain the validity of **your** claim.
- (viii) If **you** are claiming benefit and that benefit is covered by another insurance policy, **we** reserve the right to reduce the amount payable so that the combined benefit paid does not exceed the total amount shown in the Table of Benefits.
- (ix) **Our** address is:

Claims Department
Pinnacle Insurance plc
Pinnacle House, A1 Barnet Way
Borehamwood
Hertfordshire WD6 2XX
08707 200 745

9. NON-VALID BENEFIT PAYMENTS

If **we** make any payments to **you** as a result of **your** fraud, recklessness or negligence **you** will no longer be entitled to any benefits under this **policy** and **we** may demand that any payments **you** have received from **us** are paid back. **We** may take legal action against **you** for the return of such monies and **we** may demand that **you** reimburse **us** for any investigation costs reasonably incurred.

10. MIS-STATEMENT OF AGE OR OTHER INFORMATION

If **you** gave false or misleading information when **you** applied for insurance cover and this information affected the decision to insure **you**, the cover will end, and **we** will not pay any benefit.

11. CANCELLATION AND VARIATION

- (i) If **you** decide **you** do not want the cover, please return this **policy** and the **schedule** to **us** within 14 days of receiving it, and provided **you** have not made a claim under this **policy**, **we** will cancel **your** cover and refund any **premium** **you** have paid. Thereafter, **you** may cancel **your** cover under this **policy** at any time by giving **us** 30 days' notice in writing, however **you** will not be entitled to any refund of **premium**.
- (ii) **We** may, by giving **you** 30 days' written notice, refuse to accept the renewal of **your** insurance under this **policy**.
- (iii) **We** will give **you** 30 days' written notice of any change to the terms of this **policy**.

12. CHANGING THE LEVEL OF BENEFIT

- (i) If **you** want to change **your** level of benefit, **you** must ask **us** in writing. If **we** agree to change **your** level of benefit, **we** will change the **policy start date** to the date **we** accept the change.
- (ii) If **you** increase **your** level of benefit, **you** will not be eligible to claim benefit at the new increased level until the qualifying periods stated in Clause 4 (i) have elapsed. If **you**

need to claim during a qualifying period, **you** may still be eligible to the benefit but any valid claim shall be paid at the original lower level of benefit.

- (iii) If **you** decrease **your** level of benefit, **you** will be eligible to claim benefit without waiting for the qualifying periods stated in Clause 4 (i) to elapse.

13. GENERAL CONDITIONS

- (i) The **policy**, the **schedule** and any endorsement are to be read as one document. **You** are subject to their terms and failure to comply may mean that **you** will not be able to claim under the **policy**.
- (ii) The parties to this **policy** are free to choose the law applicable to it. Without agreement to the contrary, English Law will apply. If **you** live in Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man, **you** will be entitled to commence legal proceedings in **your** local courts.
- (iii) This **policy** does not acquire a surrender value, and cannot be assigned or charged in any way whatsoever.
- (iv) **We** are covered by the Financial Services Compensation Scheme (the "Scheme"). **You** may be entitled to compensation from the Scheme if **we** cannot meet **our** obligations. This depends on the type of business. Most types of insurance business are covered for 100% of the first £2,000 of a valid claim and 90% of the remaining amount of the loss. Further information about compensation arrangements is available from the Financial Services Compensation Scheme, telephone number 020 7892 7300.
- (v) To improve the quality of **our** service, **we** will be monitoring and recording some telephone calls.

14. ENQUIRIES AND COMPLAINTS

While it is always **our** intention to provide a first class standard of service, if **you** do have any concerns regarding **your** insurance cover, please address them to:

Customer Relations Manager
Pinnacle Insurance plc
Pinnacle House, A1 Barnet Way Borehamwood
Hertfordshire WD6 2XX

Should **you** remain dissatisfied with the outcome of any internal enquiries, **you** have the right to refer **your** complaint to:

The Financial Ombudsman Service (FOS)
South Quay Plaza, 183 Marsh Wall
London E14 9SR
Telephone: 0845 0801 800

This procedure will not prejudice **your** right to take legal proceedings. However, please note that there are some instances when the FOS cannot consider complaints. A leaflet detailing **our** full complaints/appeals process is available from **us** on request.