The following expressions have the following meanings

1 DEFINITIONS

2.19 (i) the completion of claim forms (ii) medical reports which may be required at any time in

2.15 Treatment received outside the country of residence when the purpose of being abroad is

2.14 Dialysis in Chronic Renal Failure.

2.12 Rehabilitation, convalescence, or time spent in a community or cottage hospital, a nursing

2.9 Self inflicted injuries or disabilities.

2.8 Treatment or advice given by a General Practitioner or Dentist.

2.7 Treatment for injury or illness directly or indirectly occasioned by, happening through or in

2.1 Treatment of a Long-Term Illness (refer to condition 3.3.2 to see how this exclusion is applied); Benefits shall not be payable for:­

2.18.1 by ambulance to either an NHS or Private Hospital as a direct result of or immediately following

2.17 Complementary Medicine Treatment under the referral of your General Practitioner, where

2.16 Interpretation Where appropriate, reference to the masculine gender shall be deemed to

2.15 Home Nursing The furnishing of qualified registered nurses whilst a bed patient when prescribed by a specialist for medical as distinct from domestic reasons.

2.14 General Practitioner A registered medical practitioner in general practice.

2.13 Specialist A medical or dental practitioner who is registered under the Medical Acts and holds

2.12.1 if a grandchild, of the member, or the member’s partner, in full time education.

2.11.2 Patient "The Patient" means the Member or one of his Dependants receiving benefits under the

2.11.1 No Hospital A hospital operated under the National Health Service with facilities for medical and surgical treatment.

2.11 Private Hospital A hospital or nursing home with facilities for medical and surgical treatment which charges fees for its services and in the United Kingdom is registered under the Nursing, Homes Act 1975 (or is excluded from the definition of a nursing home in the Act by Section 1 (2) (b) where not in the UK) or overseas is recognised or by the appropriate authority where it is situated.

2.10 Long Term Illness A medical condition that has become either recurrent, persistent or incurable.

2.9.2 to either an NHS or Private Hospital directly from the Accident & Emergency or Casualty

2.9.1 by ambulance to either an NHS or Private Hospital as a result of or immediately following

2.8.2 to either an NHS or Private Hospital directly from the Accident & Emergency or Casualty

2.8.1 by ambulance to either an NHS or Private Hospital as a result of or immediately following

2.7.1 a medical necessity

2.6 Ward Drugs - Medication which is administered whilst the patient is an in-patient on the ward.

2.5 Chemotherapy - The treatment of cancer using specific chemical agents or drugs that are

2.4 Home Nursing - The furnishing of qualified registered nurses whilst a bed patient when prescribed by a specialist for medical as distinct from domestic reasons.

2.3 Day Care - An admission to a hospital that does not involve an overnight stay.

2.2 EEA Includes all member states of the EEA, as well as the Isle of Man and Channel Islands.

2.1 EXCLUSIONS Benevolents payable for:­

2.1 Treatment of a Long Term Illness (refer to condition 3.3.2 to see how this exclusion is applied); monitoring of any condition; routine follow-up consultations; treatment, or medication, or advice, including check-ups, has been rendered in the preceding 12 consecutive calendar months that will be continued.

2.2 At the time of joining, if the member is undergoing treatment or investigations these are excluded unless fully disclosed and accepted by the Association in writing.

2.1 Pregnancy or childbirth, except in connection with the death of the child, and complications of childbirth when the NHS benefit will be payable subject to both parents having been enrolled for at least twelve months.

2.4 The investigation or treatment of infertility.

2.3 Treatment for alcohol and drug dependence.

2.2.2 Where the annual subscription is paid by instalments, such instalments are payable for the full

2.2.1 Where the annual subscription is paid by instalments, such instalments are payable for the full

2.2.3 Where the association reserves the right not to pay more than its rateable proportion thereof.

2.2.4 CONDITIONS

2.3  The Association reserves the right to refuse any application or to restrict the range of benefits and the Applicant shall not be entitled to know the reason for such decision.

2.2  Cover may be transferred from an existing plan and future claims made for acute conditions originating at the time the member was participating in the previous plan will be subjected to the Definition of Benefits and Levels of Cover applicable at that time.

2.1  The member must of the existing plan and the commencement date of it to HMCA for the transfer terms to apply.

3 CONDITIONS Anyone resident in the EEA shall be eligible to apply for enrolment of himself and his Dependents in the Scheme.

3.2.1 When a condition is first diagnosed (and did not exist prior to enrolment) benefit will be provided for periods of diagnosis and treatment for one initial episode only. Subsequent treatment is not covered. When these circumstances occur the Association will issue an appropriate entitlement to the certificate. The Association provides a discretionary Long Term Illness Grant which can be made available to those with a Long Term illness to assist transition to NHS care.

3.2.2 On the death of a Member, a spouse who is registered as a Dependant may without notification become a member of the Association, subject to the same conditions of membership and coverage, and at the option of the Beneficiary. The document relating to the Definition of Benefits and the table of Levels of Cover and Subscriptions in force at the date of death.

3.2.3 Members who take up residence outside the EEA shall cease from the next renewal date to be members of the Scheme.

3.10 The Association shall be entitled at any time in relation to a Member or Dependant to terminate the contract, or to subject the different terms, if:

(a) The Member, or an enrolled Dependant, has at any time (i) misled the Association by mis-statement or concealment.

(b) the Member is a member of a group which is wound up, or whose special arrangements have been terminated.

(c) The Association decides to discontinue the Scheme or any part thereof.

3.11 The subscription is payable in advance and eligibility to benefit ends when the period covered by the subscription has expired or any instalment of subscription has not been paid on the due date.

3.12 Where the annual subscription is paid by instalments, instalments are payable for the full year. The Association reserve the duty to deduct any outstanding instalments on settlement of a claim.

3.13 The Association will consider claims for treatment at hospitals on the list provided. Other hospitals may be accepted subject to prior notification and the Association’s written agreement.

3.14 Any accounts of benefits must not exceed the actual expenses incurred and is payable up to the limit for the time being prescribed within the Member’s chosen level. Such a claim must be in the Association’s prescribed form supported by accounts from whoever has provided the service. Any claim shall be made within three months of commencement of treatment or giving of advice. It shall be supported by such further evidence as the Association may reasonably request. In the event of the death of the Member, the continuing further accounts shall be submitted within one month of them being rendered and the requirement as to further evidence shall apply.

3.15 Any claim for benefit must not exceed the actual expenses incurred and is payable up to the limit for the time being prescribed within the Member’s chosen level. Such a claim must be in the Association’s prescribed form supported by accounts from whoever has provided the service. Any claim shall be made within three months of commencement of treatment or giving of advice. It shall be supported by such further evidence as the Association may reasonably request. In the event of the death of the Member, the continuing further accounts shall be submitted within one month of them being rendered and the requirement as to further evidence shall apply.

3.16 Benefits may be claimed for treatment by a specialist after referral from the patients GP. Where more than one surgical procedure is carried out whilst in an in-patient then the benefit payable towards the Surgical charges and Theatre Fees shall be 100% of the highest valid surgery fee plus up to 50% of the appropriate benefit for each subsequent procedure. For the purposes of benefit calculations, the Member’s special arrangements with allied health professionals (such as physiotherapy) will be considered to be the basis for each episode of care. The Association reserves the right to refuse any application or to restrict the range of benefits and the Applicant shall not be entitled to know the reason for such decision.

3.17 Where the annual subscription is paid by instalments, such instalments are payable for the full year. The Association reserve the duty to deduct any outstanding instalments on settlement of a claim.

3.18 The benefits payable towards a claim are those applicable to your certificate at the time the claim was incurred. Therefore benefits from 2 separate membership years cannot be applied to the same claim.

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The following definitions, exclusions, and conditions hereunder shall comprise the Agreement with HOSPITAL AND MEDICAL CARE ASSOCIATION of Beech Hall, Knaresborough, Yorkshire HGS 0EA and shall include the Application Form and Membership Certificate, and it shall be construed according to the Laws of England and Wales. The documents shall be read as a whole and no variations shall be admitted except those authorized by an endorsement of the Association.