HMCA INSURANCE LIMITED MEDICAL CARE PLAN
DESCRIPTION OF BENEFITS

1 DEFINITIONS

The following expressions have the following meanings

1.1 **Association** HMCA Members.

1.2 **Scheme** A Scheme, managed by HMCA Members, for providing benefits in respect of treatment for acute surgical or acute medical conditions for any disease, injury or illness on a short term basis by Specialists at any hospital on the list.

1.3 **Insurer** HMCA Insurance Limited.

1.4 **Year** Any twelve calendar months commencing at the date of enrolment or annual renewal of a subscription.

1.5 **Member** A person who is either an individual or group and applies for enrolment under Condition 3.1 and is accepted.

1.6 **Dependants**

1.6.1 The Member's Spouse or partner if living at the same address.

1.6.2 A child, or grandchild, of the member, or the member's partner, up to the age of 26, single and living at home.

1.6.3 A child, or grandchild, of the member, or the member's partner, in full time education.

1.7 **Patient** "The Patient" means the Member or one of his Dependants receiving benefits under the scheme.

1.8.1 **NHS Hospital** A hospital operated under the National Health Service with facilities for medical and surgical treatment.

1.8.2 **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)(a) thereof but is not an NHS Hospital) or overseas is operated or recognised by the appropriate authority where it is situated.

1.9 **Acute Medical Condition** Any disease, illness or injury of rapid onset, severe symptoms and brief duration.

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

1.11 **Treatment** Surgical or medical procedures undertaken by Specialists needed to diagnose and/or cure an acute medical condition.

1.12 **In-Hospital Treatment** An overnight stay by a Member or his dependant for private treatment in a Private Hospital in connection with the treatment of an acute medical condition.

1.13 **Specialist** A medical or dental practitioner who is registered under the Medical Acts and holds or has held a consultant appointment in an NHS Hospital or otherwise holds a certificate of specialist accreditation recognised by a competent authority.

1.14 **General Practitioner** A registered medical practitioner in general practice.

1.15 **Home Nursing** The full time services of qualified resident or daily nurses whilst a bed patient when prescribed by a specialist for medical as distinct from domestic reasons.

1.16 **Interpretation** Where appropriate, reference to the masculine gender shall be deemed to include the feminine.

1.17 **Complementary Medicine** Treatment under the referral of your General Practitioner, where the medical practitioner holds a certificate of specialist accreditation recognised by a competent authority (eg. Chiropractic, osteopathy, podiatry, homeopathy, acupuncture, etc.)

1.18 **Accident or Emergency Admissions**

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

1.18.2 to either an NHS or Private Hospital directly from the Accident & Emergency or Casualty department for urgent or unplanned treatment

1.18.3 to either an NHS or Private Hospital on the same day as a referral for treatment is made by either a General Practitioner or Specialist, when immediate Treatment or Diagnostic Tests are a medical necessity

1.19 **Chemotherapy** - The treatment of cancer using specific chemical agents or drugs that are selectively destructive to malignant cells and tissues.

1.20 **Ward Drugs** - Medication which is administered whilst the patient is an in-patient on the ward. This does not include Chemotherapy drugs.

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

2 EXCLUSIONS

Benefits shall not be 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 which does not address the underlying medical condition and only offers temporary relief of symptoms (i.e. palliative care).

2.2.1 Pre-existing injury or disease contracted prior to your enrolment date (or the member's previous plan under the terms of the transfer facility). After one full year's membership such pre-existing injury or disease and conditions arising or resulting therefrom of which no symptoms (indication of a disease or disorder) have manifested themselves or treatment, or medication, or advice, including check-ups, has been rendered in the preceding 12 consecutive calendar months, will be covered.

2.2.2 At the time of joining, if the member is undergoing treatment or investigations (including with your General Practitioner) these are excluded unless fully disclosed and accepted by the Insurer in writing.

2.3 Pregnancy or childbirth, except in cases of 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.

2.5 Treatment for alcohol and drug abuse.

2.6 Treatment for sexually transmissible diseases including Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this Syndrome has been acquired or may be named.

2.7 Treatment for injury or illness directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, riot, terrorism, rebellion, revolution, insurrection, military or usurped power.

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

2.9 Self inflicted injuries or disabilities.

2.10 Sight testing, routine medical examinations and any dental condition not involving an oro-surgical operation.

2.11 Spectacles or other optical aids, hearing aids, surgical medical appliances or equipment, denture or dental appliances.

2.12 Rehabilitation, convalescence, or time spent in a community or cottage hospital, a nursing home or similar establishment.

2.13 Cosmetic surgery, whether or not for psychological reasons.

2.14 Dialysis in Chronic Renal Failure.

2.15 Treatment received outside the country of residence when the purpose of being abroad is wholly or in part to obtain such treatment, unless agreed in advance with HMCA.

2.16 Home Nursing not falling within the definition 1.15.

2.17 Treatment not being undertaken by a Specialist.

2.18 Treatment when received as a public ward patient in an NHS hospital.

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

2.20 Drugs and dressings prescribed on an out-patient basis.

2.21 Treatment for mental illness or psychiatric disorders or anxiety/stress related conditions.

2.22 Drugs not licensed in the U.K. for specific usage.

2.24 Treatment of joint and back problems will not be covered for the first twelve months of membership. This does not apply to members who enrol under the transfer condition or in respect of treatment required where accident is the sole cause.

2.25 Correction of abnormalities or deformities which are congenital or which originate before the date of enrolment, and any treatment related to any such abnormality or deformity.

2.26 Treatment which is experimental or has not been accepted as being effective.

2.27 Breast reductions for whatever reason.

2.28 Accident or Emergency Admissions, except when the treatment is received free as an NHS patient, when the NHS grant is payable.

2.29 Where previous treatment has been received by the member for any joint, either before they became a member of the scheme or since joining it, no benefit will be payable under this policy in the case of any revision or repeat treatment to that joint.

3 CONDITIONS

3.1 Anyone resident in the EEA shall be eligible to apply for enrolment of himself and his Dependants in the Scheme.

3.2 The Insurer 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.

3.3 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 honoured subject to the Description of Benefits applicable at that time.

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

3.3.2 When a condition is first diagnosed (and did not exist prior to enrolment) benefit will be provided for such diagnosis and any necessary treatment for one initial episode only. Subsequent treatment is not covered. When these circumstances occur the Insurer will issue an appropriate endorsement to the certificate. The Insurer 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.

3.6 On the death of a Member, a spouse who is registered as a Dependant may without formality become a Member in his or her own right at the appropriate rate, according to whether the spouse was the only dependant or whether there were one or more child dependants.

3.7 The contract is an annual one renewable from year to year at the option of the Member, subject to the Description of Benefits and Subscriptions in force at the date of renewal.

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

3.10 The Insurer shall be entitled at any time in relation to a Member or Dependant to terminate the contract, or to subject the contract to different terms, if
(a) The Member, or an enrolled Dependant, has at any time
(i) misled the Insurer by mis-statement or concealment.
(ii) otherwise failed to act with the utmost good faith.
(b) the Member is a member of a group which is wound up, or whose special arrangements are amended.
(c) The Insurer 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, such instalments are payable for the full year. The Insurer reserve the right to deduct any outstanding instalments on settlement of a claim.

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

3.15 Where discounts off the basic rates are allowed, only one discount will be given.

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 an in-patient then the benefit payable towards Surgical Charges and Theatre Fees shall be 100% of the highest rated procedure plus up to 50% of the appropriate benefit for each subsequent procedure. For the purposes of benefits, operations are classified as Complex, Major Plus, Major, Intermediate or Minor. When a course of treatment is received solely as an NHS patient, the cash benefit detailed in the Description of Benefits shall be payable for each eligible night spent in hospital.

3.17 A claim form will be sent to the Member on request. Such a request should be made immediately the Member is advised to have Specialist treatment for which a claim for Benefit will be submitted.

3.19 A member shall not be entitled to ask for payment in any foreign currency and claims in any such currency shall be paid in Pounds Sterling at the rate of exchange prevailing on the day of the cheque in settlement of the claim is drawn.

3.20 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 Insurer'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 Insurer may reasonably require. In the event of treatment or the giving of advice continuing further accounts shall be submitted within one month of them being rendered and the requirement as to further evidence shall apply.

3.21 If expenses are covered by an insurance on the Member or by any Provident Association, the Insurer reserves the right not to pay more than its rateable proportion thereof.

3.22 For the purposes of calculating daily payments, the days of admission and discharge together count as one day.

3.23 Accommodation charges are payable only when directly related to the In-Hospital treatment received in Private Hospitals or the private wing of NHS Hospitals.

3.25 Where the treatment required results from the fault of another, the member must;
(i) Take all reasonable steps that the Insurer requires to recover from the party at fault the cost of the benefits paid by the Insurer and interest thereon.
(ii) If recoverable, repay to the Insurer the cost of the benefits paid to the member with interest.

3.26 The benefits payable towards a claim are those applicable to your certificate at the time the claim form is issued. Therefore benefits from 2 separate membership years cannot be applied to the same claim.

3.28 The Maternity Grant is payable once both parents have been members for at least twelve months.

3.29 Each In-Hospital stay must be pre-authorised at least the day before, with HMCA Members being in receipt of the completed claim form, a consultant's report and details of the hospital's charges, before any agreement can be given as to the eligibility and benefits payable.

Medical Care Plan benefits are arranged by HMCA Members
under a Master Group Policy issued by HMCA Insurance Limited, 33/2 Cannon Lane, Gibraltar, GX11 1AA.

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