



## Hello.

# A warm welcome to your health cover from Westfield Health. We've been dedicated to supporting the health of the nation since 1919.

Almost a century on and we still have the same beliefs, vision and values we've always had – to support you throughout your working life with innovative, best in class health cover.

And we've got some good news. Your employer is paying for you to have cover on Private Health Insurance, Surgery Choices 2. New medical conditions are covered, and there's no excess to pay or medical required.

#### A little bit about us.

We are Westfield Health. From humble beginnings, we've evolved to become a leading health and wellbeing provider.

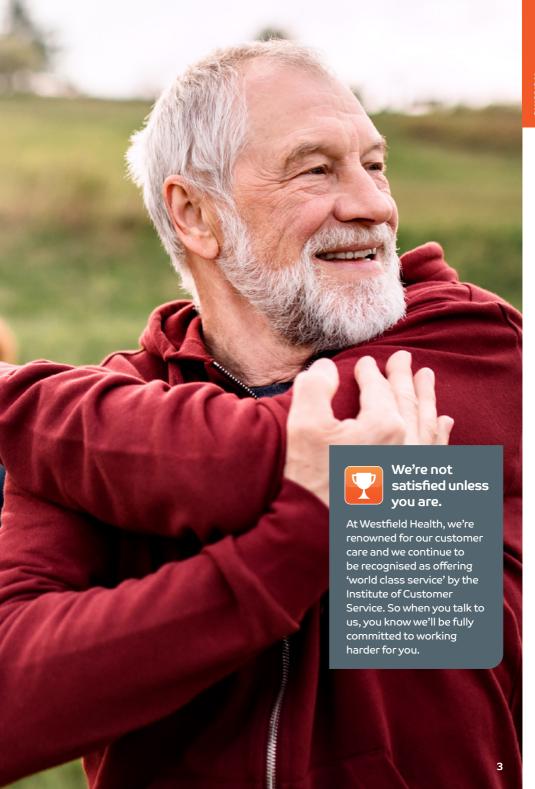
We encourage positive changes in the wellbeing of our customers and the wider population across the UK. Together, we can help everyone to live healthier lives through better choices, ongoing support and a more proactive approach to healthcare.

As a not for profit company, we reinvest our surplus in products and services that directly benefit our customers. Through our charitable donations, we support the NHS and medically related charities to help our customers and the community to lead healthier lives.

#### Getting started.

Take a look through your handy little guide, which provides everything you need to help you get the most from your cover. If you have any questions at all, just give our friendly UK based Customer Care Team a call on **0114 250 2000**.

Don't forget to read the full Terms and Conditions at the back of this guide.





# Introducing your cover.

Our Private Health Insurance gets you on the road to recovery fast.

It's different from Private Medical Insurance. You can choose to receive treatment at any hospital in the UK where a fixed price private treatment package is available.

Although cancer related surgical procedures are excluded, we'll cover you when cancer is suspected but not confirmed e.g. biopsies.

#### Taking better care of you.

Waiting for surgery can be a long and stressful time. Private Health Insurance makes private surgery more accessible for you, so you can be treated quicker and back to your fit and healthy best.

Your policy provides you with immediate cover for new conditions and fast access to fixed price private treatment packages, should you need surgery or a medical procedure. Giving you the reassurance that you can access private treatment quickly. Your policy aims to get you treated in complete comfort, taking into account your needs and preferences and getting you on the road to recovery as soon as possible.



### The treatment you need, when you need it most.

Your policy provides you with cover for a substantial number of surgical and medical procedures. Surgical procedures are defined as:

- Medical procedures requiring a general anaesthetic
- Medical procedures requiring a regional or local anaesthetic in conjunction with an incision involving a surgical knife
- · Endoscopic fibre optic procedures

#### Heart and cancer procedures are excluded.

Over 1,300 procedures are covered for conditions such as:

- Slipped discs
- Varicose veins
- Hip replacement
- Knee replacement
- · Abdominal hernias
- Sinus problems
- Cataracts
- Tonsils
- Prostate problems
- Gynaecological problems
- Gallstones

You can view the full list of surgical and medical procedures covered at www.westfieldhealth.com/operationslist

Steve twisted his knee whilst playing rugby with friends and was still experiencing pain weeks after. His GP referred him to a specialist Consultant and further investigations showed that he needed keyhole surgery to repair his internal knee ligaments.

Thanks to Steve's Private Health Insurance, arranging treatment was one less thing to worry about. His case manager organised his care and his treatment was quick and in the comfort of a local, private hospital.

# Giving you choice and control.

#### Private treatment.

We're on hand to help source the right private treatment package for you.

We'll arrange your private treatment package directly with you, including where and when you undergo your procedure.

Following referral from a consultant, you'll be allocated a case manager who will source and arrange a private treatment package to suit your needs. You don't have to be concerned about the cost of treatment as it is all taken care of, up to the maximum allowance allocated for your surgical procedure.

You can choose to receive treatment at any one of the many hospitals in the UK where a fixed price private treatment package is available and you won't be restricted to a specified list of private hospitals.

Each surgical procedure is categorised into one of twelve bands depending on the complexity of the procedure, and each band has a benefit allowance to cover the cost of most private treatment.

We regularly review the benefit allowance to ensure they'll meet the cost of fixed price private treatment packages at most UK hospitals. Certain hospitals, in London for example, may be an exception to this. If you prefer a more expensive hospital, you can do so by topping up the cost.

#### NHS treatment.

If you prefer NHS treatment, or are assessed as unsuitable for a private treatment package by a healthcare professional, we'll pay an NHS Benefit. This is a cash benefit determined by the band for your surgical procedure.

As it's your employer who is paying the premium, they'll tell us at the start of their company scheme whether the NHS Benefit is payable to you or them. If you're entitled to the NHS Benefit, you can spend this money however you'd like.

The letter enclosed with this plan guide confirms who the NHS Benefit is payable to.



## What's included?

Exactly what's included in a fixed price private treatment package will differ depending on the procedure required.

What remains the same is our commitment to working harder for you.

#### The package would normally include:

- · The consultant surgeon/physician fees
- · The anaesthetist fees
- · The private hospital charges relating to
  - the operating theatre
  - accommodation either as an in-patient or day case
  - personal meals
  - drugs and dressings
  - in-patient tests
  - x-rays, pharmacy and occasionally physiotherapy
- The cost of treating any surgical complications relating to the treatment that occur during the operation whilst in hospital or within 30 days of your original surgical procedure. (Surgical complications that arise more than 30 days after your operation will only be covered if they qualify as a separate surgical procedure, and will be treated as a separate claim).

Some private treatment packages may also include a specified number of post-operative out-patient physiotherapy sessions.

Your case manager will carefully explain the full details of your private treatment package, so you know exactly what is included.

Some examples of items that are not covered in a fixed price private treatment package are:

- Diagnostic tests or consultations prior to admission
- Ambulance fees
- Travel costs
- Car parking
- Newspapers and other sundry items
- Telephone calls

## How it works.

Your step by step guide on how to make a claim. A typical example/illustration.

#### STEP 1: Consult your GP

If your GP recommends you see a specialist Consultant please contact our Customer Care Team in the first instance. We'll send you a claim form, just in case you need a surgical procedure.

If your Consultant refers you for an operation, they can complete and sign your claim form during your appointment.

If you have a health cash plan, check your policy. Many Westfield health cash plans include a Consultation benefit so you can claim towards the cost of your diagnostic consultation, up to the set limits of your plan.

If your Consultant recommends an MRI or CT Scan and you have a health cash plan, check your policy. Many Westfield health cash plans include access to scanning facilities, and a scan can usually be arranged within 2 weeks. (All scans must be arranged via our Scanning Helpline).

If you need one of the surgical procedures covered go to Step 2.

**STEP 2:** Call the Westfield Health Customer Care Team on **0114 250 2000.** We'll confirm your next steps.

#### **Private Treatment**

If you're seeking private treatment, return your completed claim form to us.

Remember, we need to receive and assess a fully completed claim form before we can arrange your private treatment package.

Once we've received your completed claim form, we'll usually write to your GP to request your medical history.

Once we've received your medical history, a case manager will work closely with you to arrange your private treatment package.

#### **NHS Treatment**

If you prefer NHS treatment, or are assessed as unsuitable for a private treatment package, an NHS Benefit is payable.

Please refer to 'NHS Benefit' on page 6 for more information.

Once you've undergone your surgical procedure, a member of the NHS medical team, or your GP if they have the necessary information, should complete the relevant section of the claim form.

Return your completed form to us within 26 weeks of the date of your surgical procedure. Once the claim has been verified, we'll pay the NHS benefit.

Remember, we're here to help you. If you have any questions contact our Customer Care Team on **0114 250 2000**. Once you've been allocated a case manager, they'll be on hand to assist you.

# Your cover working with a health cash plan.

Your policy provides you with cover for over 1,300 surgical procedures and medical procedures. It's been designed so that it can be further enhanced and complemented by a Westfield health cash plan, which provides a range of benefits and services that can support and assist you both pre and post-operatively.

Most of our health cash plans feature a **Consultation benefit**. So, if your GP recommends you see a Consultant, you can make an appointment privately should you wish, rather than wait for an NHS appointment. You can claim towards your costs for diagnostic consultations, and diagnostic tests such as x-rays, blood tests and ultrasounds, up to the set limit of your plan.

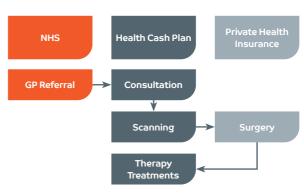
If your Consultant recommends an MRI or CT Scan, many of our plans provide access to a scanning service. If you have one of these plans our Scanning Helpline will arrange a scan quickly for you, often within 2 weeks of referral.

Other complementary benefits and services covered on some of our health cash plans include:

- Therapy Treatments physiotherapy, acupuncture, chiropractic, homeopathy and osteopathy
- DoctorLine<sup>™</sup> unlimited and convenient telephone access to a team of qualified, practising GPs, 24 hours a day, 7 days a week. Webcam consultations are also available during surgery hours.
- 24 Hour Advice and Information Line
- Face to face counselling sessions, including Cognitive Behavioural Therapy (CBT)

Please check your health cash plan guide to confirm the benefits and services you are covered for. If you don't currently have a health cash plan, why not talk to us on **0114 250 2000** to find out more.

This diagram illustrates the journey you might take following a GP referral, using both your health cash plan and Private Health Insurance, if you needed a hip replacement for example:





### Judith has a health cash plan and Private Health Insurance.

Judith was referred to a specialist Consultant by her NHS GP, the cost of her private appointment was paid back by her Westfield health cash plan.

The Consultant referred Judith for a scan, which was arranged and covered by her Westfield health cash plan.

Unfortunately, Judith was told that she would need a hip replacement. With her Private Health Insurance Judith had the reassurance that she could access private treatment quickly. So, within weeks of diagnosis Judith was at home recovering from a successful hip replacement.

Judith also has the added peace of mind that she'll be able to claim back the cost of her physiotherapy treatments following her operation too with her health cash plan cover.

## We're here for you.

If there's anything you need to know about your health cover, your account or your claim, just get in touch. With our help, it's easy to start accessing the treatment you need to keep you at your healthy best.

#### Monitoring and confidentiality.

To keep improving our service, we record and monitor all calls. This includes recording and monitoring information relating to health and medical conditions.

We will not discuss policy details with anyone other than the policyholder, unless you have given us specific approval for a relative or friend to obtain account information on your behalf. This may be verbal or written.



# Our Privacy Promise.

We are committed to protecting the privacy of our users and customers whilst improving people's quality of life by enabling them to make healthier choices.

We believe in being open and up front with users and customers and have developed our Privacy Promise, a quick and simple summary explaining how we manage, share and look after your personal data.

We promise to collect, process, store and share your data safely and securely:

- You're always in control: Your privacy will be respected at all times and we will
  put you in control of your privacy with easy-to-use tools and clear choices.
- We work transparently: We will be transparent about the data we collect and how we use that data so that you can make fully informed choices and decisions.
- We operate securely: We have achieved ISO27001 certification and we will
  protect the data that you entrust to us via appropriate security measures and
  controls. We'll also ensure through the contracts we have in place, that other
  businesses we work with are just as careful with your data.
- For your benefit: When we do process your data, we will use it to benefit you
  and to make your experience better and to improve our products and
  services.

If you'd like to know more, please read our detailed Privacy Policy available on our website and page 21 in this plan quide.

If you need to speak to us in relation to how your personal data is processed please feel free to contact our Data Protection Officer, whose details are provided below:

Email: dpo@westfieldhealth.com

Post: Data Protection Officer

Westfield Health Westfield House 60 Charter Row Sheffield \$1.3F7

# Everything you need to know.

This section contains important information about your cover, so please read it carefully.

If you have any questions, please get in touch.

General Terms and Conditions page 14
Definitions page 19
Our Privacy Policy page 21

#### Your Cover

The information contained within this guide is effective from 1st February 2019 and replaces all previously published information.

This guide details **your** Private Health Insurance, Surgery Choices 2 cover. Where words or phrases appear in **bold type**, they have the special meaning for the purposes of Surgery Choices 2, as detailed in the Definitions section within this guide.

If there is anything about your cover that you do not understand please contact our Customer Care Team on 0114 250 2000 and we will be happy to help.

#### 1. Eligibility

The employer has chosen this cover for **you** from the range of products offered by Westfield Health.

If the employer decides to change the cover available to **you we** will notify **you** as soon as reasonably practicable. **Your** cover will cease if the agreement between the employer and Westfield Health comes to an end. **We** will try to offer **you** an alternative Westfield Health plan; however this may not be on the same terms as **your** current cover.

You must reside in the United Kingdom, Jersey or Isle of Man for a minimum of six months each year to be eligible for cover.

You must satisfy yourself that Surgery Choices 2 is right for you. Westfield Health will not provide any advice in this regard but you are of course free to seek information or advice from a professional advisor.

We, like any responsible insurer, and to the extent permitted by all applicable laws, reserve the right to decline an application for a policy or request to upgrade your cover. If an application is not accepted, we will refund any premium paid for the cover that we have declined to offer (providing we have not paid a claim under that cover).

There are no age restrictions for **you** to receive corporate paid cover.

Professional and semi-professional sports people are not eligible for the plan.

### 2. The contract between Westfield Health and you

Your cover will continue on condition that the employer continues to pay the premiums for your cover to Westfield Health. As it is the employer who is paying the premiums, they must notify us if your cover is to be cancelled.

#### Terminating your cover

**We** reserve the right to cancel **your** cover at any time (with retrospective effect where appropriate), if:

- Under the terms and conditions of the plan you are not eligible for cover
- You or your employer provided false information and/or failed to disclose all the relevant required information with an application for cover
- You provided false information and/ or failed to disclose all the relevant required information when you submitted a claim
- You fail to comply with our request for information relating to a claim or an application for cover
- You submit a claim that is fraudulent or that we reasonably believe to be intentionally false, and/or misleading, and/or exaggerated
- You act in a threatening or abusive manner, e.g. violent behaviour, verbal abuse; sexual or racial harassment, towards a member of our organisation, or one of our suppliers
- You fail to abide by any of the terms and conditions of Private Health Insurance, Surgery Choices 2

Should we cancel your cover you/the employer will not have any right to make any further claim on the plan. In addition, we may also seek to recover any monies from you that we have paid to provide your private treatment, or paid to you/the employer that you/the employer were not due to under the Terms and Conditions of this plan.

If premiums for **your** cover have been paid in advance **we** may refund premiums paid beyond the date for which **you** have had the benefit of cover. However, **we** retain the right to withhold such premiums if **you**/the employer owes **us** money.

We will notify you in writing our reason for cancelling your cover and you have the right to appeal to us through our published Complaints Procedure, which is available on request.

If your policy is terminated we will not accept you for cover with us again on any Westfield Health product.

#### 3. Premiums

The employer is paying the premiums for your Surgery Choices 2 cover. Your corporate paid cover will continue on condition that the employer pays the premium due. We will not pay a claim if premiums are not paid up to and including the date of the surgical procedure.

If you leave your employment, or otherwise lose eligibility for corporate paid cover, your cover will cease on the date that your premium has been paid up to.

Premiums include Insurance Premium Tax at the current rate and are subject to review in respect of any changes in taxation.

#### 4. Underwriting Choices

You are covered for eligible surgical procedures relating to new medical conditions, i.e. medical conditions that arise after your registration date. Cover is subject to the exclusions in Section 9. Policy Exclusions, on pages 17 to 18.

It is the employer's responsibility to promptly notify Westfield Health when you become eligible for cover and we cannot accept responsibility for loss of benefit that may arise if they fail to do so.

Your policy schedule details the underwriting terms that apply to pre-existing conditions on your Surgery Choices 2 cover. If you are not sure whether a medical condition qualifies please contact us and we will be happy to confirm the extent of any cover.

**We** will agree the underwriting terms with the employer who is paying for **your** cover.

**Your** corporate paid cover will be provided on one of the following basis:

#### Medical History Disregarded (MHD)

Pre-existing conditions are covered for the surgical procedures detailed in our schedule of procedures. Any surgical procedure that was planned prior to the start of your Surgery Choices 2 cover will be excluded, except when we have agreed with the employer purchasing the group policy that planned treatment will be covered. You must contact us to check whether you have any cover before proceeding with any planned surgical procedure for which you (or the employer) intend to make a claim.

### Continuation of Personal Medical Exclusion (CPME)

You will not be covered for any medical condition that is excluded from the private medical insurance cover provided for you by the employer at the time that your cover is transferred to Private Health Insurance, Surgery Choices 2. The employer will provide us with details of your excluded medical conditions and we will hold this information in order that we can administer the plan. You (or the employer) cannot claim for any surgical procedure that was planned prior to the start of your Private Health Insurance, Surgery Choices 2 cover.

#### Moratorium

You do not need to have a medical or declare any pre-existing conditions before being accepted on a moratorium basis.

However, you will not be covered for any medical condition (or related medical condition), that you knew about, or had symptoms, received advice or treatment in the 3 year period prior to the start of your Private Health Insurance, Surgery Choices 2 cover. You can only have an eligible surgical procedure for a pre-existing condition once you have been free of symptoms, treatment or advice for 2 continuous years from the registration date of your current Private Health Insurance, Surgery Choices 2 cover.

The moratorium period starts again for a pre-existing condition or related medical condition each time you receive treatment, medication, or advice.

Long-term or chronic medical conditions usually require regular or periodic treatment, medication or advice. This means that a long-term pre-existing condition or related medical condition may never be eligible for cover because it is unlikely that there would ever be 2 continuous years without any treatment, medication or advice. You should not delay seeking medical advice or treatment for a pre-existing condition in order to become eligible for cover on the plan.

#### 5. Surgical Procedures

Surgery Choices 2 covers the **surgical procedures** listed in **our schedule of procedures**: cover is subject to the exclusions in Section 9. Policy Exclusions, on pages 17 to 18.

The schedule of procedures is available to download at www.westfieldhealth. com/operationslist. Please contact our Customer Care Team if you would like us to send you a printed copy.

#### Important please note that:

- Surgery Choices 2 covers surgical procedures for acute conditions: chronic conditions are excluded
- Cancer related surgical procedures are excluded, however we will cover surgical procedures when cancer is suspected but not confirmed e.g. biopsies
- There is no cover for the treatment of heart disease
- You will not be covered if you do not contact us so that we can arrange your private treatment package; private treatment must not be arranged by you or your Consultant
- The maximum benefit allowance for each band in our schedule of procedures has been designed to cover the cost of a private treatment package in most circumstances, however there can be no absolute guarantee that it will fully cover the surgical procedure in every case or in every private hospital
- If the cost of your fixed price private treatment package is more than the benefit entitlement you will be given the opportunity to pay the additional cost to top-up the benefit
- We will pay the NHS Benefit amount if you have NHS treatment for your surgical procedure (see page 17)

The plan covers you for a maximum of 3 surgical procedures in any consecutive 12 month period, with a maximum lifetime benefit of £250,000 throughout the time you have Surgery Choices 2

If you have previously had cover under this plan or any of our other similar surgery package plans, any claims we have paid may also count towards your £250,000 lifetime benefit limit. Please contact our Customer Care Team to confirm whether we will take previous claims into account when assessing your entitlement to benefit and the amount of lifetime benefit available to you.

Each surgical procedure is classified into one of 12 bands according to its medical complexity. Band 1 are the least complicated surgical procedures and Band 12 the most complicated surgical procedures. We reserve the right to vary the benefit amounts to reflect any changes in medical technology or inflation of medical costs. We will notify the employer in advance of any such changes and you will be informed as soon as reasonably practicable.

The allocated banding of individual procedures under the **schedule of procedures** may be reviewed (either

up or down) to reflect changes in technology or the cost of the **surgical procedure**.

We may add or remove a surgical procedure without notice, to ensure that the schedule of procedures is kept up to date and accurately reflects the cover provided by Surgery Choices 2. We will not make any changes to the schedule of procedures with the intention of reducing the extent of your cover.

If you undergo more than one surgical procedure at the same time we will pay for the procedure in the highest band only. Except for bilateral procedures where we will pay one band higher than the cost of the procedure performed on a single side unless otherwise indicated.

The amount shown under Private
Treatment Package, below, is the
maximum monetary amount that we
will use for the provision of your private
treatment package for each band.

If we cannot source a private treatment package for your surgical procedure, or you choose to have the surgical procedure procedure carried out by the NHS, we will pay the NHS Benefit amount shown in the table below. The employer providing the cover decides whether they wish the NHS Benefit to be paid to you or to them: this is detailed on your policy schedule.

## **Chronic Conditions Chronic conditions** are <u>not</u> covered on Surgery Choices 2.

A **chronic condition** is a disease, illness or injury that has one or more of the following characteristics:

- it needs ongoing or long term monitoring through consultations, examinations, check ups and/or tests
- it needs ongoing or long term control or relief of symptoms
- it requires your rehabilitation or for you to be specially trained to cope with it
- it continues indefinitely
- it has no known cure
- it comes back or is likely to come back

If a medical condition has failed to improve following a surgical procedure we may consider it to be a chronic condition that is not eligible for cover e.g. more than one hip replacement revision.

We do not cover monitoring of medical conditions e.g. we may decline to cover repeated gastroscopies or colonoscopies. We may cover a chronic condition if there is evidence of a new

#### Continued overleaf

acute phase (a flare-up), however **we** will not cover frequent flare-ups.

#### 6. How to claim

Please read the list of Policy Exclusions in Section 9 before making a claim.

### You <u>must</u> contact **us** prior to having a surgical procedure.

As soon as **you** become aware that **you** might need one of the **surgical procedures** listed in **our schedule of procedures** please call **us** on **0114 250 2000**. Please have **your** policy details to hand.

We will need to ask you certain questions about your medical condition so that we can confirm that your surgical procedure is covered and then we will send you a claim form for completion.

The Medical Specialist who considers your surgery to be necessary must fill in a section of the claim form and attach a copy of your GP's referral letter BEFORE we can arrange private treatment for your surgical procedure.

For **NHS treatment** a member of **your** medical team should complete the claim form AFTER **your surgical procedure** has been carried out.

At our discretion, we may provide cover for an operation that does not substantially differ from one of the surgical procedures listed and you should submit a completed claim form for our fullest consideration.

Any charges that a practitioner or any other person makes for filling in a claim form will not be covered and must be paid for by **you**.

In most cases it will be necessary for **us** to request additional medical information from **your GP**, or any other doctor or practitioner who has been involved in **your** care, in order to assess the claim. If this information is not available, or if **you** do not complete the section on the claim form consenting to this in accordance with the Access to Medical Reports Act 1988, **we** may not be able to proceed with the claim. The **plan** covers the cost of any report that **we** request.

It is your responsibility to ensure that complete and accurate information is submitted with the claim. For audit purposes we will carry out checks on the information you and practitioners provide to us. If you submit a claim that is false your cover will be terminated and your benefits will end immediately. We will not refund premiums paid by the employer for your healthcare cover and always take legal action for fraudulent relaims.

You must tell us if the surgical procedure is covered under another Westfield Health plan, or by another insurer. If you are claiming from another insurer we will pay our proportionate share of the cost, subject to the terms and conditions of the plan.

You must tell us whether the cost of the surgical procedure may be recovered from a third party: we reserve the right to commence proceedings against a third party in your name to recover the benefits that we have paid.

## 7. Private Treatment – How does a fixed price private treatment package work?

On receipt of your completed claim form a case manager will contact you and, taking into account your personal circumstances, will work closely with you to arrange the most appropriate private treatment package possible.

We will arrange a private treatment package for you in a private hospital. We will spend up to the maximum allowance allocated for your surgical procedure in our schedule of procedures. We may use a third party service to source and arrange the surgical procedure.

Private treatment packages normally include: the consultant surgeon/ physician and anaesthetist fees; the private hospital charges relating to use of the operating theatre; accommodation either as an inpatient or day patient; personal meals; drugs and dressings; inpatient tests and treatment such as x-rays; pharmacy and physiotherapy. Some private treatment packages may also include a specified number of post-operative out-patient physiotherapy sessions. Your case manager will carefully explain the full details of the private treatment package, so that you know exactly what is included. If you have any out of pocket expenses that are not included in the package, such as travel or telephone calls, these will not be covered.

Classification of Surgical Procedure	Private Treatment Package	NHS Benefit
Band 1	Up to <b>£850</b>	£200
Band 2	Up to <b>£1,500</b>	£350
Band 3	Up to <b>£2,500</b>	£650
Band 4	Up to <b>£3,500</b>	£850
Band 5	Up to <b>£4,500</b>	£1,200
Band 6	Up to <b>£6,000</b>	£1,500
Band 7	Up to <b>£7,500</b>	£2,000
Band 8	Up to <b>£10,000</b>	£2,500
Band 9	Up to <b>£12,500</b>	£3,000
Band 10	Up to <b>£15,000</b>	£3,500
Band 11	Up to <b>£20,000</b>	E4,000
Band 12	Up to <b>£25,000</b>	£5,000

Jersey residents may have to travel to the UK for your surgical procedure: you will not be able to claim towards your travel expenses or for any accommodation that is not part of your private treatment package.

Private treatment packages include the cost of treating any surgical complications relating to your surgical procedure that occur within 30 days of the original surgical procedure.

Surgical complications that arise more than 30 days after your surgical procedure will only be covered if they qualify as a separate surgical procedure, and will be treated as a separate claim.

While it is the intention of the policy to provide care in a **private hospital** if requested, the decision to decline to provide **you** with a **private treatment** package will be at the absolute discretion of Westfield Health, or one of **our** representatives.

The reasons why a **private treatment** package may not be made available to **you** include:

- if for medical reasons private treatment will not be appropriate for you;
- a private treatment package is not available within the monetary limit;
- private hospitals decline to provide a package price for a particular case

If a private treatment package is available, but the cost exceeds the monetary limit available for that surgical procedure, you will be offered the opportunity to top-up the benefit level yourself. You must pay the top-up amount to the private hospital prior to having your surgical procedure.

If a suitable **private treatment** package is not available **NHS treatment** will be recommended

#### 8. NHS Treatment

If you prefer to have NHS treatment, or if a private treatment package is unsuitable, we will pay the NHS Benefit. The NHS Benefit is a fixed monetary amount that is determined by the band for your surgical procedure. At the start of the company's scheme, the employer providing the cover decides whether they wish the NHS Benefit to be paid to you or to them. Please refer to your policy schedule for details of who is entitled to receive the NHS Benefit if you have NHS treatment.

If you have NHS treatment, once you have undergone your surgical procedure a member of your NHS treatment medical team should

complete the relevant section of the claim form. Alternatively, providing that they have all the necessary information regarding **your NHS treatment**, the claim form can be completed by **your GP**. We will offer any assistance or advice that **you** need in connection with making a claim.

Completed forms must reach us within 26 weeks of the date of your surgical procedure. Once the claim has been verified a payment will be sent to either you or the employer.

#### 9. Policy Exclusions

You should read this list of policy exclusions before applying for **private** treatment or making an NHS Benefit claim.

#### We will not cover:

- Any procedure that is not a surgical procedure: the surgical procedure must be listed in our schedule of procedures (except when at our discretion we agree to cover a procedure that does not substantially differ from one of those listed):
- Any private treatment that has not been arranged by us or our appointed representative;
- Any claim that arises as a result of a pre-existing condition (or related medical condition), until you have been free of symptoms, treatment or advice for 2 continuous years from your registration date, if your cover is underwritten on a moratorium basis;
- Any claim that arises as a result of an excluded medical condition or planned treatment if your cover is underwritten on the basis of the continuation of personal medical exclusions (CPME);
- Planned treatment if your cover is underwritten on the basis that medical history has been disregarded (MHD): except when we have confirmed to you that your surgical procedure will be covered;
- 6. Consultations or scans that are used to diagnose your need for a surgical procedure (if you also have Westfield Health Cash Plan cover please refer to the Benefit Rules section in the Health Cash Plan guide for details of any benefits that may be available to you and/or contact our Customer Care Team);
- Any charges that a hospital, practitioner or any other organisation makes for filling in a claim form;

- 8. Emergency procedures;
- Procedures which solely involve needle injections, needle biopsies, or needle procedures for diagnostic or therapeutic reasons with or without radiographic guidance;
- CT, MRI or Ultrasound scans or procedures requiring CT, MRI or Ultrasound scans for guidance, such as CT guided needle biopsies;
- Surgical procedures relating to chronic conditions; except when there is evidence of a new acute phase;
- The treatment of any disease of the heart including its muscles, valves, conduction system, heart rhythm, blood supply, or pericardium;
- 13. Cancer related surgical procedures. For the purpose of this exclusion this means surgical procedures related to:
  - a. All **cancers**, including leukaemia and Hodgkin's disease;
  - Tumours which are histologically described as pre-malignant, or non-invasive, or types of intraepithelial neoplasia, or as cancer in situ, or as undefined or mixed;
  - c. Any **cancer** in the presence of Human Immunodeficiency Virus;
  - d. Any skin **cancer** including pre-malignant, basal cell and malignant melanoma.
    - This exclusion will not apply to **surgical procedures** when **cancer** is suspected but not confirmed e.q. biopsies;
- Renal failure supportive treatment including dialysis;
- 15. Insertion of hormonal or therapeutic implants:
- 16. Correction of congenital abnormalities;
- Developmental delays, including learning difficulties or speech/ language disabilities;
- Dental conditions any dental condition or dentistry, including gum conditions and wisdom tooth extraction;
- Fertility or infertility treatment, or any treatment relating to fertility, low fertility or infertility;
- 20. Any type of contraception;
- 21. Vasectomy or sterilisation/reversal of vasectomy or sterilisation;

#### Continued overleaf

- Treatment for sexual dysfunction whatever the cause e.g. impotence;
- 23. Sex change/gender reassignment, whether or not it is for psychological purposes, or any other treatment arising from or directly or indirectly associated with gender reassignment;
- 24. Organ transplant or organ donation;
- Pregnancy and/or childbirth, or any treatment relating to pregnancy or childbirth e.g. foetal operations, termination of pregnancy, caesareans;
- 26. Procedures relating to colposcopy other than knife cone biopsies:
- 27. Endoscopic procedures the following endoscopic procedures are excluded unless they are carried out as part of an examination under general anaesthetic:
  - a. Nasal sinus endoscopy
  - b. Pharvngoscopy
  - c. Laryngoscopy
  - d. Flexible and rigid sigmoidoscopy
  - e. Hysteroscopy:
- Services or treatment at any long term care facility, nursing home, spa hydro-clinic or sanatorium that is not a hospital;
- Medical conditions either directly or indirectly arising from or associated with alcohol, solvent abuse, and/or drug dependency;
- Any claim if you do not seek and follow the medical advice of a Medical Specialist relating to the treatment of a specific condition;
- 31. Self-inflicted injuries, illness, disease or any condition intentionally selfinflicted or self-infected or arising from suicide attempts, including treatment required as a result of attempted suicide;
- Psychiatric Treatment treatment associated with psychiatric conditions and any related medical condition;
- Treatment directly or indirectly arising from, or as a consequence of:
  - War, riots, civil disturbances,
     terrorism or acts against any
     foreign hostility, whether war has
     been declared or not.
  - Terrorism whether or not this involves the use or release or threat thereof of any nuclear weapon or any chemical or biological agents.
  - c. Natural perils and nuclear risks;

- Treatment directly or indirectly arising from, or as a consequence of, a pandemic illness;
- 35. **Treatment** required as a consequence of any criminal action **you** have undertaken;
- 36. **Treatment** directly or indirectly arising from or as a consequence of:
  - Work that involves handling explosives, toxic chemicals, deepsea diving or outdoor activity at heights above 50 feet.
  - Professional sports where a fee is received for training or playing.
  - c. 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; bobsleighing; competitive canoeing or kayaking; iudo or martial arts; scuba diving or extreme sports such as freediving; base jumping, ski-racing and ice climbing;
- 37. Any claim arising from a sexually transmitted disease;
- 38. Cosmetic treatment, whether or not required for psychological or religious purposes or following accident, illness or injury. Also, cover will not be provided for treatment either directly or indirectly arising from or associated with cosmetic treatment;
- 39. Breast augmentation or breast reduction, whether or not required for psychological or religious purposes or following accident, illness or injury. Also, cover will not be provided for treatment either directly or indirectly arising from or associated with breast augmentation or breast reduction:
- 40. **Treatment** associated with AIDS or HIV infection;
- Treatment for weight loss e.g. gastric bands, gastric by-pass;
- Laser eye surgery or any procedure for the correction of eyesight e.g. myopia, hyperopia, astigmatism or presbyopia;
- 43. Sleep disorders e.g. **treatment** for sleep apnoea;

44. Treatment that is experimental or that has not been approved by the National Institute for Health and Care Excellence (NICE).

#### 10. Making a complaint

**We** are committed to providing the highest possible level of service to **our** customers.

However, if the services provided do not meet **your** expectations please contact **our** Customer Care Team at Westfield Health, Westfield House, 60 Charter Row, Sheffield, S1 3FZ or call them on 0114 250 2000

Our complaints procedure will be sent to you on request. If you remain dissatisfied with our final response you can refer your complaint to the Financial Ombudsman Service by visiting www.financial-ombudsman. org.uk or writing to Insurance Enquiries Division, Exchange Tower, London E14 9SR. The Ombudsman will only consider your complaint after you have written confirmation that our internal complaints procedure has been applied in full or if it takes us longer than eight weeks to resolve your complaint.

#### 11. Compensation

Westfield Health is covered by the Financial Services Compensation Scheme.

In the unlikely event that we are unable to meet our obligations, you may be able to claim compensation. Further information is available from the Financial Services Compensation Scheme, 10<sup>th</sup> Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU and by visiting www.fscs.org.uk.

#### 12. General Conditions

#### Governing Law

Once your application to register for the plan has been accepted by us, this agreement shall be governed by and construed in accordance with the laws of England and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of England in respect of any dispute or difference between them arising out of this agreement.

#### **General Conditions**

Private Health Insurance, Surgery Choices 2 is provided to eligible employees, the cost of which is met by the employer.

From time to time upon renewal it may be necessary for Westfield Health to

alter the terms or amend the rules relating to this insurance. If we decide to make any such changes we will provide the employer with reasonable notice, and you will be informed as soon as reasonably practicable, except when it is not possible for us to do this, for example changes required by law.

A person who is not a party to this agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 except where such rights are expressly granted in these terms and conditions but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this **agreement** is not subject to the consent of any person that is not a party to this **agreement**.

#### **Marketing Preferences**

At Westfield Health, we help people to lead healthier lives and feel their best. We occasionally send out communications with ideas and information on health and wellbeing, plus special offers that we think are of value to you, invitations to take part in our research panel Westfield Insiders, and on the products we've designed to help keep you and your loved ones healthy and happy.

We'll never make your data available to anyone outside Westfield Health for them to use for their own marketing purposes, we'll treat your data with respect and will keep your details safe and secure.

You can let us know what you want to hear about and how you want to hear about it by visiting westfieldhealth.com to register or log in to My Westfield where you can also update your details.

We'd like to bring to your attention our Privacy Policy which details how your data is used and stored, and how to exercise your privacy rights. Visit www. westfieldhealth.com/about-us/legal/ privacy-policy.

Westfield Contributory Health Scheme Ltd (company number 303523), Westfield Health & Wellbeing Ltd (company number 9871093) are collectively referred to as Westfield Health and are registered in England & Wales.

#### Language

In accordance with regulatory guidance **we** confirm the language **we** will use for communication purposes. It is: English.

#### Additional Information

**We** are required to notify **you** that there may also be other taxes or costs which are not paid through, or imposed by, the insurance underwriter.

#### **Definitions**

Where words or phrases appear in this document in **bold type**, they have the special meaning for the purposes of Private Health Insurance, Surgery Choices 2 cover, as detailed below.

#### Ε

United Kingdom pounds sterling.

#### Acute condition

A disease, illness or injury that is likely to respond quickly to treatment which aims to return **you** to the state of health **you** were in immediately before suffering the disease, illness or injury, or which leads to **your** full recovery.

#### Advice

Any consultation regarding a pre-existing condition or related medical condition from a GP, Medical Specialist, therapist or allied healthcare specialist: this includes the issue of any prescription or repeat prescription.

#### Agreement

The contract between Westfield Health and you for the provision of the Private Health Insurance, Surgery Choices 2 cover governed by the terms and conditions set out in this guide.

#### Bilateral procedures

The identical **surgical procedure** occurring on different sides of the body.

#### Cancer

A malignant tumour, tissues or cells, characterised by the uncontrolled growth and spread of malignant cells and invasion of tissue.

#### Chronic condition

A disease, illness or injury that has one or more of the following characteristics:

- it needs ongoing or long term monitoring through consultations, examinations, check ups and/or tests
- it needs ongoing or long term control or relief of symptoms
- it requires your rehabilitation or for you to be specially trained to cope with it
- · it continues indefinitely
- it has no known cure
- it comes back or is likely to come back

#### Day patient

A patient who is admitted to a **hospital** or day patient unit because they need a period of medically supervised recovery but does not occupy a bed overnight.

#### Diagnosed/Diagnostic

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 **Medical Specialist**.

#### Continued overleaf

#### Diagnostic tests

Investigations, such as x-rays or blood tests, to find or to help to find the cause of **your** symptoms.

#### **Emergency procedures**

Procedures usually carried out in an Accident and Emergency Department or procedures carried out following admission into a hospital via an Accident and Emergency Department or procedures carried out following sameday referral to the hospital by a GP or Medical Specialist or any other person.

#### 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 Section 9. Policy Exclusions).

#### GP

General Practitioner i.e. a physician registered with the General Medical Council, who is currently in general practice and is not a **Medical Specialist**.

The **GP** must not be **you**, **your partner** or a member of **your** family.

#### Hospital

An independent **hospital** or nursing home registered in accordance with the Registered Homes Act 1984 or a NHS **hospital** in the **United Kingdom** with specialist facilities for medical and surgical procedures.

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The Jersey General Hospital: any other **hospital** on Jersey with specialist facilities for medical and surgical procedures.

**Hospitals** in other countries may be included in this definition at Westfield Heath's discretion.

#### Independent Sector Treatment Centres (I.S.T.C.)

A **treatment** centre that is registered with the Department of Health and appears on the National Administrative Code Service Register.

#### In-patient

A patient who is admitted to a **hospital** and who occupies a bed overnight or longer, for medical reasons.

#### Medical condition

Any symptom, illness, disease or injury.

#### Medical Specialist

A Doctor who:

- holds an NHS Consultant post and;
- is on the Specialist Register held by the General Medical Council

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- holds a Consultant post on Jersey and;
- is on the Specialist Register held by the General Medical Council

OL

 who is otherwise approved by Westfield Health prior to any surgical procedure.

#### **NHS** treatment

For the purposes of Surgery Choices 2, patients who undergo NHS-subsidised surgical procedures at either independent hospitals or Independent Sector Treatment Centres (I.S.T.C.) will be deemed to have received NHS treatment

The NHS (National Health Service) means the free-to-use public health service.

For residents of Jersey this will include health care funded by the States of Jersey Health and Social Services Department.

#### Partner

A person **you** live with that **you** are married to, or a person that **you** permanently live with as if **you** are married to them

Or

A person **you** live with in a civil partnership, or a person that **you** permanently live with as if you are in a civil partnership

#### Plan

The Private Health Insurance, Surgery Choices 2 cover detailed in this guide.

#### Planned/Planned treatment

Means any **medical condition** for which

- have a date scheduled for a surgical procedure;
- are on an NHS waiting list for a surgical procedure;
- have been told by your GP or Medical Specialist, in the 3 months period prior to your current Surgery Choices 2 cover commencing, that reasonable medical opinion would consider may require a surgical procedure.

#### Policyholder

The person in whose name the **plan** is held.

#### Policy schedule

The statement from **us** confirming **your** current benefits and level of cover.

#### Pre-existing condition

Any disease, illness or injury for which:

you have received consultation, medication, monitoring, advice or treatment or.

• you have experienced symptoms

in the 3 years prior to **your registration date** for **your** current cover on Surgery Choices 2, whether the condition has been **diagnosed** or not.

#### Private hospital

An independent hospital or NHS pay bed, or any other establishment e.g. an Independent Sector Treatment Centre (LS.T.C.), which Westfield Health may decide to treat as a private hospital for the purpose of this benefit.

#### Private treatment

A surgical procedure that is not NHS treatment, or funded by States of Jersey, whether in an NHS/States of Jersey funded hospital or a private hospital.

#### Registration date

Your registration date is the date that the employer elects to pay premiums from for your Surgery Choices 2 cover. If your cover has lapsed and is then re-instated a new registration date will apply.

#### Related medical condition

Any condition, symptom, disease, illness or injury, which is medically considered to be associated with another condition, symptom, disease, illness or injury.

#### Schedule of procedures

The Private Health Insurance, Surgery 2 schedule of procedures classifying surgical procedures according to their complexity. Band 1 are the least complicated procedures and Band 12 the most complicated procedures. The Private Health Insurance, Surgery Choices 2 schedule of procedures is available to download at www. westfieldhealth.com/operationslist. A printed copy can be requested from

#### Surgical complication

Westfield Health.

An adverse and unintended medical event resulting directly from the **surgical procedure**, which requires medical or surgical intervention.

#### Surgical procedure

A surgical procedure is:

An intervention carried out by a **Medical Specialist** in a **hospital** or **Independent Sector Treatment Centre (I.S.T.C)** 

involving one of the following:

- · A general anaesthetic
- A regional or local anaesthetic in conjunction with an incision involving a surgical knife
- An Endoscopic procedure

The surgical procedures covered by this policy are listed in the schedule of procedures that is available to download at www.westfieldhealth.com/operationslist. A printed copy is available on request from Westfield Health.

Please refer to Section 9. Policy Exclusions for details of **treatment** that the **plan** does not cover.

#### Terrorism

An act of **terrorism** means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological, or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

#### Treatment

Surgical or medical services (including diagnostic tests) that are needed to diagnose, relieve or cure a disease, illness or injury.

#### **UK/United Kingdom**

The **United Kingdom** of Great Britain and Northern Ireland i.e. England, Scotland, Wales and Northern Ireland.

#### We/us/our

Westfield Contributory Health Scheme Ltd., or someone appointed by **us** to administer **your** Private Health Insurance, Surgery Choices 2 cover.

#### You/your/yourself

The named Private Health Insurance, Surgery Choices 2 **policyholder**.

#### **Our Privacy Policy**

#### Who we are

"Westfield Health" (referred to as "we", "us" or "our") is a trading name of: Westfield Contributory Health Scheme Ltd, Westfield House, 60 Charter Row, Sheffield, S1 3FZ. Company Registration Number: 0303523. ICO registration number: 25678949.

We have a Data Protection Officer who can be contacted in the following ways should you have any questions, complaints or feedback about your privacy. Please email: dpo@westfieldhealth.com or write to them via the above address.

#### What information we collect:

In relation to your plan, you may provide us with your personal details including:

- Your title, full name, postal and billing addresses, email address, phone number and date of birth;
- Your payment details;
- Information in relation to your health, including any pre-existing medical conditions;
- Details in relation to your partner, friends or dependents for the purposes of adding them to your plan/policy or in order to create their own. Where you have provided information about another person you should ensure that you have their approval to do so.

#### How we use it:

Information provided to us or collected in relation to your plan will be used by Westfield Health, or selected third parties to:

- Fulfill your order;
- Provide the benefits for which you have applied:
- · Manage and maintain your records;
- Manage the underwriting and/ or claims handling procedures (including your dependants' claims);
- Handle complaints and improve customer service:
- Administer marketing on behalf of Westfield Health. (You can change your details and preferences at anytime by logging into and using your "My Westfield" account or by calling our friendly Customer Helpline on 0114 250 2000);
- · Prevent and detect fraud;
- Understand our customers better in order to provide tailored communications, a better experience and to improve our services.

We will record, and monitor telephone calls made to and from Westfield Health's sales and customer service teams. We do this in order to continuously improve our service to customers and for training purposes. This will also include the recording and monitoring of data relating to health and medical conditions. We do not record the element of telephone calls where any form of payment is being made.

We may share information, including your health and medical information, with third parties or individuals. These may include:

- Other insurance providers in order to process your claims;
- For purposes of national security; taxation; criminal investigations or when we are obliged to do so by law;
- To prevent and detect fraud. This will include the recording and monitoring of Special Category data, such as health and medical conditions for all claims processed under your plan;
- Your employer (if they are paying some or all of the premium for your cover) where we have a reasonable belief that the claims activity is in serious breach of our terms and conditions and/or may be fraudulent;
- Marketing agencies or mailing houses acting on our behalf.

We'll never make your personal data available to anyone outside Westfield Health for them to use for their own marketing purposes without your prior consent.

#### How we look after your data:

We have achieved ISO27001 certification and we will protect the data that you entrust to us at all times via appropriate security measures and controls. We'll also ensure through the contracts we have in place, that other businesses we work with are just as careful with your data.

All the personal data we process is processed by our staff in the UK and stored on servers located inside the European Economic Area (EEA).

#### How long we keep your data:

We will keep your personal data for a number of purposes, as necessary to allow us to carry out our business. Your information will be kept securely for up to 6 years following the date you cease to remain an active customer, after which time it will be archived, deleted or anonymised. In some cases for the purposes of processing your existing or future claims and for underwriting purposes, we may keep personal information for longer. Where we, at present, cannot technically erase the data we will ensure this is securely archived with restricted access.

#### Continued overleaf

#### Your Rights:

- Right to be Informed: We will always be transparent in the way we use your personal data. You will be fully informed about the processing through relevant privacy notices.
- Right to Access: You have a right to request access to the personal data that we hold about you and this should be provided to you. If you would like to request a copy of your personal data, please contact our Data Protection Officer.
- Right to Rectification: We want to make sure that the personal data we hold about you is accurate and up to date. If any of your details are incorrect, please let us know and we will amend them. You can also visit the "My Westfield" section of the website and update your details at any time.
- Right to Erasure: You have the right to have your data 'erased' in the following situations:
  - Where the personal data is no longer necessary in relation to the purpose for which it was originally collected or processed.
  - When you withdraw consent.
  - When you object to the processing and there is no overriding legitimate interest for continuing the processing.
  - When the personal data was unlawfully processed.
  - When the personal data has to be erased in order to comply with a legal obligation.

If you would like to request erasure of your personal data, please contact our Data Protection Officer. Please note that each request will be reviewed on a case by case basis and where we have a lawful reason to retain the data or where exceptions exist within our retention policy, then it may not be erased.

- Right to Restrict Processing: You have the right to restrict processing in certain situations such as:
  - Where you contest the accuracy of your personal data, we will restrict the processing until you have verified the accuracy of your personal data.
  - Where you have objected to processing and we are considering whether Westfield Health's legitimate grounds override your legitimate grounds.
  - When processing is unlawful and you oppose erasure and request restriction instead.

- Where Westfield Health no longer need the personal data but you require the data to establish, exercise or defend a legal claim.
- Right to Data Portability: You have the right to data portability in certain situations. You have the right to obtain and reuse your personal data for your own purposes via a machinereadable format, such as a .CSV file. If you would like to request portability of your personal data, please contact our Data Protection Officer, this only applies:
  - To personal data that you have provided to us;
  - Where the processing is based on your consent or for the performance of a contract; and
  - When processing is carried out by automated means.
- Right to Object: You have the right to object to the processing of your personal data in the following circumstances:
  - Direct marketing (including profiling). Remember you can opt out at any time from marketing communications via our Marketing Preferences, available in "My Westfield"; and
  - Where the processing is based on legitimate interests.
- Rights in Relation to Automated Decisions Making Including Profiling: You have the right to not be subject to a decision when it is based on automated processing. If you have any questions in relation to how your information is processed in this way, then please contact our Data Protection Officer.

#### Not Happy?

If you feel that "Westfield Health" has not upheld your rights, we ask that you contact our Data Protection Officer so that we can try and help.

If you are not satisfied with how Westfield Health processes your data, or believe we are not processing your data in accordance with the law you have the right to lodge a complaint with the Information Commissioner's Office (ICO). Please visit: www.ico.org.uk.





Registered Office. Westfield Health Westfield House 60 Charter Row Sheffield \$1.3FZ Westfield Health is a trading name of Westfield Contributory Health Scheme Ltd and is registered in England & Wales company number 303523. We are authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and the PRA. Details of this registration can be found by accessing the Financial Services Register online at either the PRA or the FCA websites or by contacting the PRA on 020 7601 4878 or the FCA on 0800 111 6768. Our financial services registration number is 202609.

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