



# Group Scheme Terms and Conditions for Group Secretaries



## **Contents**

1.	Welcome to Freedom Health Insurance	4
2.	How to contact Freedom Health Insurance	5
3.	About the group scheme documents	6
4.	About this booklet	8
5.	The role of the group secretary	9
6.	About the group scheme	10
7.	Membership of the group scheme	11
8.	Paying the premium	12
9.	The claims process	13
10.	Adding new members and dependants	14
11.	Removing insured persons from the group scheme	16
12.	Renewing the group scheme	17
13.	Cancelling the group scheme	18
14.	How to make a complaint	19
15.	Financial Services Compensation Scheme	20

#### 1. Welcome to Freedom Health Insurance

Welcome and thank you for choosing private medical insurance from Freedom Health Insurance.

#### 1.1 About Freedom Health Insurance

Established in 2003, Freedom Health Insurance is an award-winning health insurance provider delivering affordable and innovative medical insurance solutions to individuals and companies.

Based in Poole, Dorset, our friendly and knowledgeable teams aim to give you the highest levels of customer service and we are delighted that you have joined us.

We have tried to keep all our documents as simple as possible to read and understand so you have all the information you need about the cover provided by the group scheme.

We suggest you make a note of the group scheme policy number and our contact information and keep these separately.

In the meantime, if you have any questions or queries regarding the group scheme cover, do get in touch and we will be pleased to help you.

For more information about Freedom Health Insurance, visit our website at www.freedomhealthinsurance.co.uk

Hoosh Mires
Chief Operating Officer
Freedom Health Insurance

This group scheme is underwritten by HDI Global Specialty SE, Starr International (Europe) Limited (SIEL) and HCC International Insurance Company plc ('HCCII') trading as Tokio Marine HCC.

HDI Global Specialty SE. HDI Global Specialty is authorised and regulated by BaFin. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from HDI Global Specialty SE on request. (FRN: 659331) HDI Global Specialty SE is registered in Germany (commercial register number HRB 211924) and has its registered office at HDI Platz 1, 30659 Hannover, Germany, and its UK branch office at 20 Gracechurch Street, London, EC3V 0BA, United Kingdom.

HCC International Insurance Company plc ('HCCII') trading as Tokio Marine HCC. HCCII is registered in England and Wales, (Company Reg No: 01575839) with its registered office at 1 Aldgate, London EC3N 1RE. HCCII is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Firm Reference Number 202655).

Starr International (Europe) Limited, registered office address 30 Fenchurch Avenue, London EC3M 5AD, United Kingdom. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm reference Number: 676783.

This group scheme is administered on behalf of the underwriter by Freedom Health Insurance.

#### 2. How to contact Freedom Health Insurance

We are available between 9am and 6pm Monday to Friday (except public holidays). If you call outside these hours, you can leave a message and we will call you back on the next working day.

#### General enquiries

Phone: 0800 999 2013 or 01202 756 350

Fax: 01202 756 351

Email: info@freedomhealthinsurance.co.uk

Please call the general enquiries helpline if you want to make changes to the membership of the group scheme, such as adding new members or removing existing members. You can also call if you want to change the way the premiums are paid to us or if you have a general question about the administration of the group scheme.

#### Making a claim

Phone: **01202 283 580**Fax: **01202 756 351** 

Email: claims@freedomhealthinsurance.co.uk

A member can call the claims helpline if they want to make a new claim, if they need further treatment, if they have a question about an existing claim or if they want to know whether a specific treatment would be covered.

Calls may be recorded and monitored for training and quality purposes.

Calls to 0800 numbers are free from all consumer landlines and mobile phones. If you are calling from a business phone, you should check with your provider whether there will be a charge for calling an 0800 number.

All written correspondence should be sent to:

Freedom Health Insurance County Gates House 300 Poole Road Poole Dorset BH12 1AZ

## 3. About the group scheme documents

The group scheme documents are listed and explained below.

#### 3.1 Corporate application form

This is the application the group secretary completed and signed, setting out the basis on which the group scheme should be set up including the level of cover given to each insured person.

#### 3.2 Corporate certificate of insurance

This shows the name and address of the policyholder and the current period of insurance. It also lists each insured person included under the group scheme for that period of insurance and the level of cover provided.

The period of insurance will typically be 12 months starting from the commencement date and ending on the cover end date shown on the corporate certificate of insurance.

When we refer to the corporate certificate of insurance in this booklet, we use the term 'corporate certificate'.

We will send the group secretary a new corporate certificate at the start of each period of insurance or whenever a change is made to the membership of the group scheme.

It is the group secretary's responsibility to check the details on the corporate certificate are correct and to tell us if they are not.

#### 3.3 Group scheme terms and conditions booklet (this booklet)

This booklet is the group scheme terms and conditions. It gives the full terms and conditions relating to the administration of the group scheme. It outlines the responsibilities of the group secretary who manages the group scheme on behalf of the policyholder.

This booklet is only provided to the group secretary but it should be made available to a member on request.

#### 3.4 Employee certificate of insurance

Each member will receive an employee certificate of insurance at the start of each period of insurance or whenever a change is made to the policy. It is the member's responsibility to check the details on the employee certificate of insurance are correct and to tell us if they are not.

The employee certificate of insurance shows the name of each insured person included under the member's policy. It confirms the benefits provided (as requested by the policyholder), whether pre-existing conditions are covered and any endorsements or excess that applies. The employee certificate of insurance is personal to the member and takes priority over other documents.

When we refer to the employee certificate of insurance in this booklet, we use the term 'employee certificate'.

#### 3.5 The Group Member's Guide to Cover

This is issued to the member with the employee certificate. It summarises the cover provided and any limits that apply. It also explains what is not covered, how to make a claim and how to make a complaint.

When we refer to the Group Member's Guide to Cover, we use the term 'guide'.

We will not issue a new guide unless we make any material changes to the cover. Replacement copies are available from our website at www.freedomhealthinsurance.co.uk or by contacting us.

#### 3.6 Hospital list

This lists the private hospitals available under the group scheme and is subject to change from time to time without notice. The hospital cover that applies to each policy will be shown on both the corporate certificate and the employee certificate.

#### 3.7 Cancer cover explained leaflet

This leaflet explains the cover provided for treatment of cancer under this group scheme. You can get a copy from our website at www.freedomhealthinsurance.co.uk or by contacting us.

#### 4. About this booklet

We know insurance policies can often be difficult to read and understand so we have worked hard to make both the guide and this booklet easy to read.

#### 4.1 Rights and responsibilities

An insurance policy is a legal contract between the policyholder and the insurance company and each party has certain rights and responsibilities under that contract.

A contract is arranged and paid for by an employer, on behalf of its employees, between it and the insurance company which provides the cover requested under the contract. So when we refer to the employer, we use the term 'policyholder'. When we refer to the insurance company, we use the term 'underwriter'. When we refer to the contract, we use the term 'group scheme'.

Freedom Health Insurance administers a group scheme on behalf of the underwriter. So when we refer to Freedom Health Insurance, we use the terms 'we', 'our' or 'us'.

A group secretary manages a group scheme on behalf of the policyholder. So when we refer to the group secretary, we use the terms 'group secretary', 'you' or 'your'.

A group scheme is arranged by the policyholder for its employees to use. We hold a record of each employee's inclusion in the group scheme which describes the cover provided to the employee by the group scheme.

When we refer to this record, we use the term 'policy'. A policy is not a legal contract between the employee and the underwriter, but it does give the employee certain rights and responsibilities.

When we refer to the employee, we use the term 'member'.

When we refer to a person who is named on the employee certificate, and can use the cover provided under a policy, we use the term 'insured person'. A member is also an insured person.

## 5. The role of the group secretary

The group secretary is the person who manages the group scheme on behalf of the policyholder. The group secretary is often one of the directors of the policyholder, commonly the HR Director or the Finance Director, but this is not a requirement.

#### 5.1 What are the main responsibilities of the group secretary?

The group secretary's main role is to ensure the group scheme runs smoothly. This includes:

- telling us if the policyholder's name, address or business changes;
- telling us if the category of employee included in the group scheme changes;
- keeping a record of insured persons covered by the group scheme;
- telling us about new employees to be added to the group scheme;
- telling us about new dependants an existing member wants to add to a policy under the group scheme;
- telling us about insured persons that need to be removed from the group scheme and ensuring they are made aware cover has ended;
- telling the members about changes made to the group scheme; and
- ensuring all premiums are paid on time.

## 5.2 How do I tell Freedom Health Insurance about changes to the group scheme?

If the group scheme has been arranged through a broker, you should tell the broker about these changes and the broker must then tell us.

If the group scheme is arranged directly with us, you can contact our general enquiries helpline and we will be pleased to help in any way we can.

#### 5.3 What if the group secretary changes?

Any change to the membership of the group scheme must be authorised by the group secretary. If a new group secretary is appointed, we must be told straight away so we can update our records. This will avoid any delays in making changes to the membership of the group scheme.

### 6. About the group scheme

The group scheme is a legal contract between the policyholder and the underwriter. Under the contract, the underwriter agrees to pay the cost of medical treatment an insured person receives in line with the cover requested by the policyholder for that insured person.

In return, the policyholder agrees to pay the premium to the underwriter when it becomes due.

If the underwriter does not enforce, or delays enforcing, any contract term, condition or exclusion under the group scheme, this will not prevent the underwriter from enforcing that term, condition or exclusion later.

#### 6.1 Making changes to the group scheme

Only the underwriter or the policyholder can change or cancel the group scheme and no insured person has any legal right to enforce any part of it. An insured person is, however, given the right to make a claim or a complaint in their own name as if they were the policyholder.

Changes to the cover provided by this group scheme can only be made at the start of each period of insurance. If you wish to change the level of cover provided to an insured person, we may ask the insured person to complete a new application form and we reserve the right to add new endorsements in respect of pre-existing conditions that relate to the amended cover for that insured person.

#### 6.2 Assignment (transfer) of cover

An insured person cannot transfer their cover under the group scheme to anyone else.

#### 6.3 The law and language applying to the group scheme

The group scheme is a legal contract between the policyholder and the underwriter and is governed by the laws of England and Wales. Any claims or disputes arising in connection with the contract can only be decided by the courts of England and Wales.

The language used in the contract, and any communication relating to it, will be English.

#### 6.4 Management of the group scheme

The group scheme is managed on behalf of the policyholder by the group secretary.

## 7. Membership of the group scheme

You must confirm the membership of the group scheme at the start of each period of insurance. Any change to the category of employee included in the group scheme must be notified to us first.

Membership within the chosen category of employee must be compulsory – we do not accept voluntary membership of the group scheme.

#### 7.1 Minimum number of members for the group scheme

The group scheme must have at least two members. Couples (husbands, wives and partners) can be covered under separate policies as members in their own right if both are employees of the policyholder and satisfy the eligibility criteria, but this must be done at the start of the group scheme.

We will not allow the 'splitting' of a joint policy into two single policies unless there are exceptional circumstances that prevent maintenance of a joint policy (e.g. divorce).

#### 7.2 Who can be included under the group scheme

All members must fall within the criteria that has been defined by the policyholder and agreed with us at the start of the group scheme. The group scheme can cover:

- · the member who must be either:
  - a director, business partner, proprietor or PAYE employee of the policyholder; or
     any other person the policyholder has allowed to be included in the group scheme as a member with our permission;
- the member's partner (husband, wife, civil partner or partner who permanently lives at the same address as the member); and
- the member's or the member's partner's children (including adopted children) who normally live at the same address as the member.

#### 7.3 Age limits for children

Children can be covered up to the end of the period of insurance during which they reach 30 years of age. The child will then be removed from the policy but may have the opportunity to transfer to an individual policy.

#### 7.4 Residency requirements

All insured persons must be resident in the United Kingdom. We may be able to offer cover under our Freedom Worldwide contract to an insured person who moves abroad.

## 8. Paying the premium

It is your responsibility to make sure all premiums that are due are paid to us on time and in line with any invoice or other request for payment issued to the policyholder by us.

#### 8.1 Payment of the premium

The group scheme is an annual contract, lasting for 12 months, for which a full annual premium is due at the start of each period of insurance.

The premium can be paid in full at the start of the period of insurance by cheque, credit or debit card, direct debit or by bank transfer (details available on request). The premium can also be paid by monthly direct debit.

#### 8.2 The account from which the premium must be paid

All premiums must be paid from the policyholder's business account held with a firm that is authorised and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority (or any successor).

#### 8.3 Contribution from members

The total premium for the group scheme must be paid by the policyholder but you may recover premiums for dependants from the members.

#### 8.4 Insurance Premium Tax (IPT)

All premiums are inclusive of Insurance Premium Tax (IPT) at the current rate.

#### 8.5 Late premiums

An insured person can only make a claim when premiums that are due have been paid. If premiums are outstanding past their due date, we reserve the right to stop authorising new claims and settling invoices.

If premiums remain outstanding for more than 30 days after the due date, the group scheme will be cancelled from the date that the premium is paid up to and no further claims will be authorised or paid by us.

We will also recover the cost of any claims that we have paid for treatment received during any period for which no premium has been paid by the policyholder.

#### 8.6 Recovery of outstanding amounts

We reserve the right to pass any outstanding amounts to a debt collection agency. Any additional costs from the debt collection agency will be charged to the policyholder.

## 9. The claims process

If an insured person wants to make a claim, they should contact us directly and we will look after them. However, you could be asked for assistance in making a claim so you might find it helpful to ensure you are familiar with the claims process.

A detailed explanation of the claims process is in the member's guide, but a general summary is provided below.

#### 9.1 See the General Practitioner (GP)

Except in specific circumstances, an insured person must visit their GP before they can make a claim. If the GP requires the insured person to be referred for further treatment, the GP must provide a referral letter to confirm this which must be sent to us before the claim can proceed.

#### 9.2 Call the Freedom claims helpline

The insured person must then call our claims helpline to find out if their claim will be covered and, if so, any limits that apply. We will need to ask the insured person some questions about their condition and proposed treatment before we can agree their claim.

If we accept the claim, we will give the insured person a claim number and tell them what to do next

#### 9.3 Keeping in touch

The insured person must keep in touch with us as treatment progresses, particularly if daypatient or inpatient treatment is needed as specific limits may apply. If they do not let us know about future treatment in advance, it may not be covered by us.

#### 9.4 Timescales for submitting claims

We prefer to settle invoices directly with the providers, but if an insured person does settle any invoices themselves, they must send them to us within six months along with a written request for reimbursement.

If the claim is not sent to us within six months, we will not reimburse those costs. This includes claims for NHS cash benefit and maternity cash benefit.

## 10. Adding new members and dependants

A new member can be added to the group scheme at any time during a period of insurance but the member must be added to the group scheme as soon as they are eligible to join.

Dependants can only be added if it is allowed by the policyholder.

#### 10.1 Adding new employees to the group scheme

A new member may need to complete an application form to join the group scheme. If an application form is required, it must be completed by the member within 14 days of becoming eligible to join the group scheme.

The completed application form must be returned to you for authorisation before it is sent to us

We will not accept any application form sent directly to us by a member that has not come from you or the broker as we need confirmation that the application form has been authorised by you.

The new member's cover will commence from the date requested on the application form provided we receive the fully completed application form within 28 days of that date.

#### 10.2 Adding new dependants to an existing policy

A member can add a new dependant to a policy by completing an application form within 14 days of the new dependant becoming eligible to join the group scheme.

Again, the completed application form must be returned to you for authorisation before it is sent on to us. We will not accept any application that is received directly from a member.

Cover for the new dependant will commence from the date requested on the application form provided we receive the fully completed form within 28 days of that date.

#### 10.3 Adding new-born babies to an existing policy

A member can add a new-born baby to a policy without having to complete an application form as long as we are told within three months of the child's birth. Otherwise the member will need to fill in an application form.

#### 10.4 If the new member or dependant has existing cover

If a new member or dependant has existing medical insurance cover and wants to transfer to us with continuous underwriting terms ('switch'), they must:

- have your permission to apply to join the group scheme on a switch basis;
- provide us with a copy of their latest certificate of insurance from their current insurer; and
- complete our group joiner application form.

We will assess the information provided on the application form to confirm whether or not we are able to offer cover on a switch basis.

Switch cover is not guaranteed and we reserve the right to apply additional endorsements to a switch policy – in some circumstances, we may be unable to offer any cover at all.

Anyone applying for switch cover should not cancel their existing cover until we have confirmed the terms we will offer and they have accepted those terms.

#### 10.5 Issuing an invoice and a new certificate

When a new insured person is added to the group scheme, we will issue an updated corporate certificate to the policyholder. If the group scheme premium is normally paid annually, we will also issue an invoice for any additional premium that is due. This must be paid immediately.

If the group scheme premium is normally paid by monthly direct debit, you will receive a new payment schedule from us and we will automatically adjust the amount we collect from the policyholder's bank account.

We will also send the member an employee certificate to confirm their new or amended policy and any endorsements that apply.

#### 10.6 Important note about adding new members or dependants

Anyone completing an application form to add themselves or a dependant to the group scheme is required to provide full and accurate information in answer to the questions we ask on the application form. Failure to do so may mean one or more of the following:

- We cannot cover a claim.
- We need to correct a policy by adding new endorsements.
- We have to cancel the cover of an insured person.
- We need to recover the costs of any treatment already paid by us from the member or policyholder.

# 11. Removing insured persons from the group scheme

You must let us know immediately if any insured person is to be removed from the group scheme. Any delay could affect the member's P11D tax liability if they remain on cover for longer than is necessary.

#### 11.1 How to remove an insured person from the group scheme

There are no specific forms to complete but you will need to confirm, in writing, the name of the insured person to be removed from the group scheme and the date from which they are to be removed.

The insured person will be removed from the date requested provided we receive your written instruction within 14 days of that date.

The instruction to delete an insured person must come from you or the broker (if applicable). We will not accept any request to cancel cover that comes directly from the insured person.

We will not pay the costs of any further treatment an insured person receives after the date their cover ends even if:

- · the claim had already started before their cover ended;
- · they are in the middle of a course of treatment; or
- we have already been told about, and authorised, further treatment.

#### 11.2 Group leaver option for continuation of cover

We will only offer a group leaver option to:

- members leaving the employment of the policyholder through retirement, resignation or redundancy;
- · children who have reached 30 years of age; and
- widows or widowers of deceased members.

We will not offer a group leaver option to:

- members who are being removed from the group scheme but are not leaving the employment of the policyholder; or
- dependants of members who remain on the group scheme (except for divorced partners and children who have reached 30 years of age).

Group leaver options must be arranged within 30 days of leaving the group scheme otherwise the option won't be available.

It is the responsibility of the insured person to contact us to request a group leaver option – we will not contact the insured person directly.

## 12. Renewing the group scheme

At least 21 days before the end of the period of insurance, we will usually send you an invitation to renew the group scheme for a further 12 months. This will be sent via the group scheme's broker if one has been appointed.

The renewal invitation will confirm the premium the policyholder must pay for the next period of insurance and give details of any changes made to the cover. It will also list the names of each insured person covered by the group scheme at that time so you can check these are correct and make any changes that are needed.

If the policyholder normally pays the premium by direct debit, the group scheme will automatically renew on the terms we have offered in the renewal invitation unless you tell us otherwise. We will collect the new premium using the existing direct debit instruction at the start of the new period of insurance.

If you have not received the renewal invitation at least 14 days before the end of the period of insurance, please contact us.

If we decide not to renew the group scheme for any reason, we will tell you, or the broker, at least 21 days before the end of the period of insurance.

## 13. Cancelling the group scheme

At the start of each period of insurance, you have 14 days to review our terms and decide whether to continue with the group scheme. This is often called 'the cooling-off period'.

If you decide not to continue with the group scheme, you can cancel it by letting us know through your appointed broker, or directly in writing, by email, or by phone using the contact details provided in chapter two 'How to contact Freedom Health Insurance' on page five of this booklet. You should also ensure all members are told that the group scheme is cancelled and what, if any, alternative cover has been arranged.

We will refund any premiums the policyholder has paid as long as no claim has been made during the cooling-off period.

If you do not cancel the group scheme during the cooling-off period, it will continue for a further 12 months. The policyholder must pay a full annual premium although we may allow this to be paid in instalments.

#### 13.1 Cancelling the group scheme during a period of insurance

If you decide to cancel the group scheme during a period of insurance after the coolingoff period has ended, you can cancel it by letting us know through your appointed broker, or directly in writing, by email, or by phone using the contact details provided in chapter two 'How to contact Freedom Health Insurance' on page five of this booklet. You should also ensure all members are told that the group scheme is cancelled and what, if any, alternative cover has been arranged.

If no claim has been made in that period of insurance, we may refund any premium that has been paid for the rest of that period of insurance.

If a claim has been made, we will cancel the group scheme but we will not refund any premium and the policyholder must pay us the rest of the full annual premium for that period of insurance.

#### 13.2 Our right to cancel the group scheme

We may also cancel or change the group scheme if the policyholder has:

- not paid the premium that is due;
- · gone out of business, into liquidation or into administration;
- misled us by giving false or incomplete information; or
- not kept to the terms and conditions or not acted honestly in its dealings with us.

We will also cancel the group scheme if we no longer offer this plan at the renewal date. We will offer an alternative plan, if we have one, in order for cover to continue.

## 14. How to make a complaint

At Freedom Health Insurance, our customers have the right to expect excellent customer service at all times. However, from time to time, things can go wrong and, when they do, we want you to tell us.

#### 14.1 How to contact Freedom Health Insurance

Phone: 0800 999 2013 or 01202 756 350

Email: complaints@freedomhealthinsurance.co.uk

Post: County Gates House, 300 Poole Road, Poole, Dorset BH12 1AZ

We will investigate your complaint and provide you with our final decision within no more than eight weeks.

If you remain unhappy with our response, or if we have not replied within eight weeks, you may have the right to refer your complaint to the Financial Ombudsman Service.

#### 14.2 About the Financial Ombudsman Service (FOS)

The Financial Ombudsman Service provides a free and independent service for resolving complaints with financial services firms. The FOS will only consider your complaint if you have given us the opportunity to resolve the matter first and you must refer your complaint to the FOS within six months of our final decision letter.

If you do not refer your complaint in time, the FOS will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. For example, if the FOS believes the delay was as a result of exceptional circumstances.

#### 14.3 How to contact the Financial Ombudsman Service

Phone: 0800 023 4567 or 0300 123 9 123

Online: www.financial-ombudsman.org.uk/contact-us/complain-online

Post: Exchange Tower, Harbour Exchange, London, E14 9SR

More information about the Financial Ombudsman Service is available on its website at www.financial-ombudsman.org.uk

If you contact the FOS, this does not affect your right to take legal action if you are dissatisfied with, and do not accept, the outcome of the review.

## 15. Financial Services Compensation Scheme

The underwriter is a member of the Financial Services Compensation Scheme (FSCS). The FSCS may assist if it believes the underwriter cannot meet its liabilities under this policy. The FSCS may arrange to transfer a policy to a new insurer, provide a new policy or pay compensation. The maximum level of compensation is 90% of the claim with no upper limit.

Further information about the FSCS is available on the FSCS website at www.fscs.org.uk or by phone on 0800 678 1100 or 020 7741 4100.

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