



# General & Medical

## Private Medical Schemes

*agency application form*



## General & Medical For:

- ✓ **Individual Private Health Insurance**
- ✓ **Group Private Health Insurance**
- ✓ **Company Private Health Insurance**
- ✓ **Company Paid Schemes**
- ✓ **Healthcare for Sports Individuals**
- ✓ **Healthcare for Sports Clubs**
- ✓ **Voluntary or Opt-In Schemes**







# About Your Company

## ACCOUNTANT DETAILS

Accountants Name:

Accountants Address:

Are Audited Accounts available:  
(If yes, please submit most recent accounts with this form)

Yes  No

Postcode:

## PROFESSIONAL ORGANISATIONS

Are you a member of a professional organisation:

Yes  No

If yes, please state registration number:

If yes, please also give details about the professional organisation:

## FSA

Are you regulated under the Financial Services Authority:

Yes  No

If yes, please state your Financial Services Firm Reference Number:

Please also enclose a copy of your IDD.

## PROFESSIONAL INDEMNITY INSURANCE

Do you have Professional Indemnity Insurance:

Yes  No

If yes, please complete the following and also enclose a copy of your certificate with this application.

Insurers Name:

Policy Number:

Renewal Date:

Limit of Indemnity:

Excess:

Do you have any Claims pending:

Yes  No

## CONSUMER CREDIT LICENCE

Do you have a Consumer Credit Licence:

Yes  No

If yes, please enclose a copy of your certificate with this application.

## DATA PROTECTION ACT

Are you registered under the Data Protection Act:

Yes  No

If yes, please give registration number:

# Your Business Profile

## BUSINESS PROFILE

How long has the Company been selling Medical Insurance products or services (in years):

Do you consider your Company to be Regional:

 Yes  No

Do you consider your Company to be National:

 Yes  No

Do you specialise in:

a) Individual Clients

b) Corporate Clients

c) Both

Please estimate your current annual gross premium value of Medical Insurance sales:

## NETWORKS

Are you, or is your Company, a member of a network:

 Yes  No

If yes, please state registration number:

If yes, please also give details about the network:

## CRIMINAL OFFENCES

Have you, or any colleague in your organisation at managerial level or above, been convicted of any criminal offence:

 Yes  No

If yes, please give full details:

## OTHER INSURER/COMPANY DETAILS

Has any Insurer cancelled or withdrawn facilities:

 Yes  No

If yes, please give full details:

What other companies do you hold agencies to sell Medical Insurance with:



# Your Business Profile

## FURTHER DETAILS

Do you propose to delegate or assign any regulated activities you undertake on our behalf:

Yes     No

If yes, please provide details of all parties that you propose to delegate/assign to and confirm whether you will check the status of these parties:

Do you operate under any umbrella arrangements:

Yes     No

If yes, please give further details:

Are you associated with any other firm of insurance brokers or intermediaries:

Yes     No

If yes, please give names and addresses:

Are you associated with, owned, or are controlled by any other company whether or not connected with the insurance industry:

Yes     No

If yes, please provide details of the relationship or other related information:

# Banking Details & Other Supporting Information

## BANKING DETAILS

Bank Name:

Account Number:

Sort Code:

 -  - 

Account Name:

Bank Address:

Postcode:

Email Address:

## OTHER SUPPORTING INFORMATION

Please give details of any other supporting information relating to this application:

## CONFIRMATION OF DETAILS AND SIGNATURE OF APPLICANT

If you are applying to register with General & Medical as a Broker or an Introducer Appointed representative, please sign below.

I declare that I have answered the questions truthfully and correctly. I confirm that if registered I will ensure that where applicable I/my staff will train thoroughly in General & Medical services and policies in order that no mis-selling of General & Medical services and policies will occur and I agree to fully support all terms and conditions of General & Medical policies if questioned by clients. I authorise General & Medical to seek any references to support this application and I understand that I must inform General & Medical of any change of the circumstances I have detailed above. By signing below you are confirming adherence to General & Medical's Terms of Business Agreement on pages 9-15 of this document.

Full Name:

Position:

Signed:

Date:



**GENERAL & MEDICAL OFFICE USE ONLY**

FSA Checked:

Name:

Date:

Date:

Position:

Registered/Ref Commencement Date:



# Terms of Business Agreement

## 1. Introduction

- a) The Terms of Business Agreement detailed is between General & Medical Finance Ltd ('the company') and the Broker/Intermediary stated in section 1 of the application form ('the Intermediary or Broker').
- b) Nothing in this agreement is intended to override the duty of the Intermediary or Broker to place the interests of policyholders before all other considerations to the extent required by the Financial Services Authority, or other regulatory body requirements (so far as such requirements are applicable to the Intermediary or Broker).
- c) Nothing in this agreement shall require the company to transact any insurance business (including without limitation and where applicable to accept any proposal for insurance or renewal of any existing insurance policy or to maintain insurance cover in respect of any existing insurance policy) if (in its sole discretion and without providing any reason for doing so) the company decides not to do so.
- d) General & Medical reserve the right at any time to do any of the following, as it sees fit, with notice:
  - i) To reject any application to become a client (at quote stage); and/or
  - ii) To make any client's cover subject to conditions (at quote stage unless non disclosure then minimum 7 days notice); and/or
  - iii) To terminate, amend or modify any Scheme and/or any contract between General & Medical and any client (minimum 7 days notice).

## 2. Term

- a) This agreement shall commence on the Commencement Date and shall continue until terminated in accordance with this agreement ('Term').

## 3. Scope

- a) The parties hereby agree that from the Commencement Date this agreement shall apply to the conduct of any business transacted between them relating to General Insurance. The expression 'General Insurance' shall have the meaning assigned to it by Part 1 of Schedule 1 of the Financial Services and Markets Act 2000 (regulated Activities Order) 2001 (as amended from time to time). This agreement shall apply to any General Insurance business transacted between the parties the Intermediary or Broker.
- b) The company will only accept business from Intermediaries or Brokers that are authorised and comply with the Financial Services Authority conduct of business rules in respect of non-investment insurances.
- c) The company will accept business from Firms that have s39 Appointed Representative agreement in place and whose host company are able to conduct non-investment insurance business. The company will regard any host company as a Broker for the purposes of these terms and conditions.
- d) The company may accept referrals from Introducer Appointed Representatives from time to time. Such Brokers are required to comply with FSA requirements and are restricted to issuing financial promotions on behalf of General & Medical only.

## 4. Obligations of the Intermediaries/Brokers or Introducer Appointed Representatives

- a) The Intermediaries/Brokers or Introducer Appointed Representatives shall actively promote the company's services to their customers and shall endeavor to encourage customers to use the company where reasonable. The Intermediaries/Brokers or Introducer Appointed Representatives have complete discretion as to the placement of any information, promotion or other material via their website.
- b) The Intermediaries/Brokers or Introducer Appointed Representatives shall exercise reasonable care and skill in the performance of its obligations under the terms of this agreement and will act in a timely and professional manner.
- c) The Intermediaries/Brokers or Introducer Appointed Representatives shall not knowingly carry out any activity, which may damage the reputation of the company.
- d) The Intermediaries/Brokers or Introducer Appointed Representatives shall appoint an employee to act as a contact point for all matters in relation to this agreement and shall provide the appointee's contact details to the company including any changes to them.
- e) The Intermediaries/Brokers or Introducer Appointed Representatives shall allow the company and its agents rights of access and audit to inspect any records relating to the services subject to reasonable notice.

## 5. Becoming the Appointed Broker for an Existing Client

- a) For an existing client who has not been introduced by a Broker.
  - i) Where the client appoints a broker, prior to renewal, no commission will be paid on the first/current year. On renewal, where the client remains with General & Medical standard renewal commission will be paid.
- b) For an existing General & Medical client who has already been introduced by a Broker.
  - i) Where the client has decided to change Brokers prior to renewal, the existing Broker commission will cease from renewal. The newly appointed Broker will receive standard renewal commission from the renewal only. On renewal where the client remains with General & Medical standard renewal commission will be paid.

**Please note:** For the purposes of paying commission the change date will always be the first of a month. If the change date notified is not the first of a month we will assign the first of the month following the notified change date as the change date for paying commission.

## 6. Transparency

- a) A broker may not deny the right of General & Medical or the insured to have direct contact with each other even where non-standard special schemes have been arranged.

## 7. Commission Rates

- a) New Business  
Where a Broker procures any new business they shall be entitled to commission at the Initial Commission Rate applicable to that cover, as stated in the Commission Guide. In addition, where a Broker procures an increase in any cover of a member, which results in an increase in the amount of the net premiums payable in relation to such cover, commission will be adjusted in accordance with the new cover.
- b) Renewal Business  
Where a broker procures any renewal business, they shall be entitled to commission at the renewal commission rate applicable to that cover, as stated in the Commission Guide.



## 8. Calculation of Commission

- a) General & Medical shall calculate commission relating to any cover by applying the appropriate commission rate to the amount of the net premiums payable in respect of such cover. For the purpose of this provision, the 'net premiums' means the premiums payable in respect of such cover after deducting the following amounts:
  - (i) Any part of any such premiums relating to that cover which is an extra premium payable for a temporary period as advised in writing by General & Medical;
  - (ii) Any discounts and other deductions applied to the premiums, which reduce the amount payable by the member;
  - (iii) Any part of the premiums attributable to any fees or sales tax or Value Added Tax or any similar taxes or levies;
  - (iv) Any part of any such premiums relating to commission will be paid, net of all deductions required to be made by law, either by cheque or by such other method as General & Medical may from time to time specify to any bank account the Broker has nominated to General & Medical in writing, attributable to any cover increased, purchased or renewed through the Broker.
- b) General & Medical reserves the right to amend or vary this commission structure from time to time. Any such amendment or variation will be notified to the Broker in writing to the most recent address for that Broker that appears in General & Medical records and will apply to any cover increased, purchased or renewed after the date of the amendment or variation.

## 9. Unpaid Premiums

- a) The entitlement to commission is conditional upon premiums being received by General & Medical. If any premiums in respect of which commission has been paid are not received by General & Medical then the Broker will indemnify General & Medical in respect of any commissions overpaid.

## 10. Refunded Premiums

- a) If, for any reason, any refund is made of any part of any premiums received, the Broker will no longer be entitled to commission relating to the refunded premiums and the Broker shall immediately, upon demand, repay to General & Medical any commission paid in respect of the refunded premiums.

## 11. Payment of Non-Indemnity and Renewal Commission

- a) Subject to the provision of the commission policy, commission will become due to the Broker as set out in this document and will be paid (without interest) around the beginning of each calendar month (the 'Settlement Date') in respect of which the entitlement to commission arises, and of the net premiums receivable by General & Medical during that calendar month. Commission payments normally commence 31 days after inception of cover.
- b) General & Medical's decision is final regarding each Broker's entitlement to and the calculation of commission in respect of cover as the Broker of the client, subject to arbitration/mediation or the courts if necessary.

## 12. Reduced Premiums and Lapse of Cover

- a) If, for any reason, the net premiums due from any member in respect of any cover are reduced then, with effect from the date of the reduction, the Broker's entitlement to commission in respect of such cover for any period following such date shall be calculated by reference to the net premiums and so reduced. Brokers cease to be entitled to any commission in respect of any cover that lapses.

## 13. Indemnity Commission

- a) Indemnity Commission is payment to the Broker of the notional commission due for a 12 month period on an insurance policy at or near policy inception or at renewal, where the policyholder has the right to cancel during the policy year and the right to partial or full refund of premium. In these circumstances the Broker receives the commission and indemnifies General & Medical for the return\* (see note 1) of any proportion of the commission relating to the cancelled period of a policy which has been cancelled, as per the published Commission Guide Clawback Table. There is no right of appeal against the clawback amount and the Broker must repay on demand by General & Medical.\*\*(see note 2)
- b) Where a client varies cover during the policy year and the calculation and payment of the indemnity commission to the Broker, without cancelling the policy, General & Medical will maintain an account for the life of the policy year, and any under or over payment of commission will be reconciled at the end of the policy year.
  - i) **Exception:** where the variation results in a reduction of premium due by more than 50%, a partial clawback will be required in proportion to the reduction in premium collected.
- c) To be offered Indemnity Commission terms, the Broker must have maintained an active registration for at least 12 months and produced Insurance business on standard commission terms as per the published star rating guidelines and completed the Indemnity Commission application.
- d) Whether at policy inception or at renewal, Indemnity Commission is paid when sufficient premium has been received from the client to cover commission amount. For example:
  - i) Where a client pays annually, commission will be paid after the payment is recorded.
  - ii) Where a client pays monthly, commission will be paid when sufficient monthly payments are accrued to be in excess of commission amount.

\*note 1 Return of commission is usually achieved by General & Medical deducting the amount of the return from other commission due to the Broker for other business as shown and detailed on the monthly bordereau. Where there is insufficient funds available on the account the balance outstanding after deduction becomes payable by the Broker immediately.

\*\*note 2 Failure to repay on demand any return commission may lead to legal proceedings being initiated against the Broker and interest being charged on the outstanding debt at the rate of 4% above published current Bank Base Rate until the debt is discharged. The Broker's registration will also be cancelled and any further commission due on any other business will be forfeit.

## 14. Termination

- a) Either party may terminate this agreement by giving 3 months prior written notice to the other party.
- b) If either party is substantially prevented from performing or becomes unable to perform its obligations under this agreement due to a Force Majeure Event, subject to no mutually agreeable alternative being reached within 14 days from the date of the Force Majeure Event, either party may terminate by giving immediate written notice to the other party.
- c) Either party may terminate this agreement with immediate effect if:
  - i) A material and bona fide dispute is raised between the parties, which cannot be resolved within 30 days;
  - ii) Either party commits a material breach of any of the terms of this agreement, provided that where such a breach is capable of remedy, the breaching party has been advised in writing of the breach and has not rectified it within 30 days of receipt of such advice; or

- iii) Either party has a receiver, administrative receiver or administrator appointed over the whole or a material part of its undertaking or assets, is unable to pay its debts (as defined by section 123 of the Insolvency Act 1986) or enters into any composition or arrangements with its creditors.
- d) Termination of this agreement shall not affect any accrued rights or liabilities of either party, which have arisen on or before the date of termination, nor shall it affect the coming into force or continuance in force of any provision, which is expressly or by implication intended to come into or continue in force on or after such termination.

#### **15. Amendments**

- a) No amendment of this agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties.
- b) For the avoidance of doubt, both parties agree that a communication by email shall constitute to be a communication in writing with regard to clause 15.a) above.

#### **16. Liability and Indemnity**

- a) Nothing shall exclude or restrict either party's liability:
  - i) For death or personal injury resulting from the negligence of that party or its employees acting in the course of their employment, or its agents, acting in the furtherance of their duties; or
  - ii) For fraudulent misrepresentation or other fraud.
- b) Subject to clause 16.a), the exclusions and limitations of liability contained in this agreement shall apply regardless of whether the loss or damage was foreseeable or whether the company notifies General & Medical of the possibility of greater loss.
- c) Subject to clause 16.a), General & Medical shall not be liable for:
  - i) Loss of or damage to profits, business, agreements, data, opportunities, anticipated savings or goodwill or for
  - ii) Any indirect or consequential loss or damage however arising.
- d) General & Medical shall not be liable for any delay or failure in the provision of the services to the Intermediaries/Brokers to the extent that such delay or failure is due to the delay or failure by the Intermediaries/Brokers to comply with its obligations under this agreement.
- e) Both parties shall indemnify and keep indemnified either party against losses, damages and expenses (including reasonable legal costs) up to £50,000 arising from:
  - (i) A breach of the agreement.
  - (ii) A claim or action brought against either party or its affiliates for infringement of third party intellectual property rights arising from the either parties use of any information or material (including the logo) provided by either party.

#### **17. Material Non-Disclosure and Misrepresentation**

- a) Our acceptance of any client is based on the information provided being accurate and there being no material non-disclosure or misrepresentation by the company or the Broker of any of the information that could potentially disadvantage General & Medical. In such circumstances General & Medical reserve the right to withhold commissions payable and, if appropriate remove the client from cover.
- b) The Intermediary or Broker undertakes to pass on to the company any information that relates to the insurance cover provided to the policyholder whether it is provided by or on behalf of the policyholder.
- c) The company shall have the right to make such investigation of the Intermediary or Broker's credit or trading status, as it deems appropriate.

#### **18. Force Majeure**

- a) Neither party shall be liable in any way for loss, damage or delay caused by any event or circumstances beyond its reasonable control ('Force Majeure Event').

#### **19. Product Knowledge**


- a) The Intermediary or Broker undertakes that it will have full knowledge of the products and services provided by the company in terms of benefits and rules. It is the responsibility of the Intermediary or Broker to inform the company of any product training needs.

#### **20. Regulatory Compliance**

- a) The Intermediary or Broker shall at all times during the term of this agreement abide by, as a minimum, the principles and rules laid down by the Financial Services Authority, The Information Commissioners Office and the Association of British Insurers code of practice.
- b) The Intermediary or Broker confirms that it has at all times since the commencement date been directly authorised by the Financial Services Authority to undertake insurance mediation and undertakes throughout the duration of this agreement to maintain such authorisation.
- c) The Intermediary or Broker confirms that it will maintain in full force throughout the duration of this agreement and for a period thereafter as may be necessary or desirable Professional Indemnity Insurance cover at such level and on such terms as are necessary in the context of the insurance business conducted by the Intermediary or Broker and no less than was declared on the agency application completed by the Intermediary or Broker. If requested by the company, the Intermediary or Broker may have to deliver such evidence of such Professional Indemnity Insurance cover.
- d) The Intermediary or Broker shall notify the company without delay in writing the following:
  - i) The Intermediary or Broker is or likely to become the subject of an audit of other investigation by the Financial Services Authority or other regulatory body. The Intermediary or Broker shall keep the company informed at all times during any investigation and to pass on any relevant copy documents to the company if required to do so.
  - ii) Any circumstance that may result in the ability of the Intermediary or Broker to sell general insurance being impaired, restricted or in any way is at the detriment of either the policyholder or the company.
  - iii) Any regulatory approval or authority of the Intermediary or Broker is or is threatened to be suspended, withdrawn, modified or impaired.

#### **21. Data Protection Act 1998**

- a) Each party agrees to comply with its respective obligations under the Data Protection Act 1998 as may arise under this agreement.
- b) Either party undertakes to ensure that it has and at all times during this agreement and for a period thereafter as may be necessary have, sufficient systems and controls in place to protect any personal data from any unauthorised access or unlawful processing and against accidental loss or destruction of, or damage to, personal data held or processed by it.

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- c) Either party ensures that personal data provided by the other is only used for the purpose for which it was collected and disclosed.
  - d) Either party will indemnify the other up to £50,000 against any and all losses or damages suffered as a result of failing to comply with the Data Protection Act 1998.
  - e) Either party ensures that personal data passed on to the other has been collected with the consent of all parties named therein, and that such use does not breach any notification under the Data Protection Act 1998.

## **22. Intellectual Property & Confidentiality**

- a) Unless otherwise stated nothing in this agreement will result in the transfer of ownership from one party to the other of any intellectual property belonging to either party whether product, design, trademark, copyright or otherwise.
- b) For the avoidance of doubt all intellectual property rights in the brand name, terms and conditions, and wordings of any policy, guidance and information books, policy schedules and any associated documentation issued by the company shall belong to the company.
- c) The Intermediary or Broker confirms that it will keep confidential, protect and not to disclose to any third party any confidential information, technical data or trade secrets in respect of the company (during the term of this agreement and after). The Intermediary or Broker confirms that it will use its best endeavours to prevent the disclosure of any confidential information of the company and shall not use or disclose such information without the prior written consent of the company or as required by law or in accordance with the order of a court of tribunal of competent jurisdiction. This obligation shall not apply to the information, which is publicly available or becomes publicly available otherwise than as a result of a breach of this provision or any other confidentiality agreement relating to any of the matters referred to in this agreement.

## **23. Partnership/Agency**

- a) Nothing in this agreement shall be deemed to constitute a partnership, association, joint venture or other cooperative exercise between the parties nor to constitute either party the agent of the other for any purpose unless specifically stated in this agreement.
- b) To maintain an active registration with General & Medical you must:
  - i) Comply with the Terms of Business Agreement stated herein. If you are unable to comply, your registration will be reviewed and could be de-activated, any commission will continue at the next renewal date of any clients already introduced. Registration may be considered for re-activation at a later date if you find you are able to comply.

## **24. Services and Cover**

- a) The benefits and cover of our Healthcare Schemes are described in 'the Guide to your Health Scheme'. Firstly, some important things to remember. Treatment must be on the initial recommendation of an NHS GP and by written referral. A consultant must provide day-case/in-patient treatment/out-patient surgical operations. For day-case and in-patient treatment, the client must use a hospital recognised by us. These hospitals are called Participating Hospitals and are published on our hospital list. Hospitals available under the chosen level of cover are shown in client's Certificates of Cover as First Choice, Freedom, or Freedom with the Premium Upgrade. The maximum UK healthcare benefit available per person per membership year is detailed in the Key Facts summary of covers and is also detailed in 'the Guide to your Health Scheme'.

## **25. Advertising and Marketing**

- a) The Intermediary or Broker shall not authorise the publication, broadcast or distribute any advertisements or other publications without the written consent of the company.
- b) The Intermediary or Broker will undertake that the promotional or marketing material that it will use has the approval of the company.

## **26. Client Documentation**

- a) Policy Documents will always be sent direct to the insured, copy documents may be sent to the Broker, where requested. If any special arrangement has been agreed in writing with the Broker to send policy documents via the Broker, these must be forwarded to the insured unadulterated and complete within 24hrs of receipt.

## **27. Complaints**

- a) The Intermediary or Broker confirms that they will advise the company of any complaint that the Intermediary or Broker has received regarding the company by close of business the day following the date when the Intermediary or Broker received the complaint.

## **28. New Business**

- a) The Intermediary or Broker confirms that any policy application forms sent to the company will include or the company would have been sent prior to the application, the following:
  - i) In respect of group applications, full contact information and date of birth details for each individual on the application form.
  - ii) Medical declarations, claims histories and proof of previous insurance, depending on the type of underwriting requested.
  - iii) Completed direct debit mandate.
- b) On receipt of all required documentation the company will endeavour to issue policy documentation to the policyholder (or the Intermediary or Broker if requested to by the policyholder) 2 weeks before the inception date of the policy. The company does not accept any responsibility for the delay in issuing the policy documentation if it does not receive all of the required documentation in sufficient time to process the application.
- c) In the event of any policy amendment or cancellation the Intermediary or Broker will be responsible for the return to the company all issued policy documentation and associated literature.
- d) If Holding Cover is required before the relevant documentation reaches our offices, the Broker must inform General & Medical in writing, via fax or email, before or on the inception date. Cover will then be provided subject to our terms and conditions and receiving a fully completed application form within 7 days from the inception of cover.

## **29. Client Renewals**

- a) The company will endeavour to produce renewal documents at least 21 days before the renewal date, these documents will hold sufficient information to enable a policyholder to decide whether to renew.
- b) The renewal documents will not hold any personal or detailed information about any individual's circumstances or claims details. The renewal contain the following:
  - i) Basic scheme information.
  - ii) Projected claims for year including tail claim values.
  - iii) Number of claims over £5,000 in value.
  - iv) Renewal premium.

### 30. Invalidity

- a) To the extent that any provision of this agreement is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be a part of this agreement, it shall not affect the enforceability of the remainder of this agreement nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.

### 31. Exclusion of third party rights

- a) No term of this agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

### 32. Governing Law and Jurisdiction

- a) This agreement shall be governed by and construed in all aspects in accordance with the law of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts.

### 33. Underwriting Definitions (as they appear in 'the Guide to your Health Scheme')

The type of underwriting which applies to your cover will be stated on your Certificate of Cover. Definitions of the types of underwriting follow, underwritten by General & Medical Insurance Ltd (not all types of underwriting are available to every applicant).

#### a) Full Medical Underwriting

Means that we will ask for a full medical declaration for each person to be covered under the scheme. You are required to make a declaration regarding your health and tell us about any conditions which existed during the last 60 months before joining our scheme even if a medical opinion had not been sought. Applicants must also disclose any other relevant information. After the application form is submitted we will review the information and decide on what basis we will provide cover. We will then inform you of any pre-existing medical conditions or other medical conditions that will be excluded from cover either permanently or to be reviewed after a pre-determined period of membership. These additional exclusions will be shown on your Certificate of Cover. Where the schedule is issued at group level we will inform the individual employee of the specific details of the exclusion and the Certificate of Cover issued at group level will simply show that an unspecified additional exclusion applies to a given individual(s).

#### b) Moratorium Underwriting

Means there is no need to complete a medical declaration on application. It is a period whereby we do not cover you for any condition, which existed, i.e. of which you have had symptoms, even if a medical opinion has not been sought, in the last 60 months prior to joining. Such conditions may automatically become eligible for cover but only when you do not have symptoms, or receive, treatment, medication, tests or advice (from your GP or specialist) for that condition for a continuous period of 24 months after your cover with us has started and immediately prior to any consideration of reinstating cover for that condition.

#### c) Continued Moratorium Underwriting (Continued Mori)

To consider continued moratorium underwriting we will require your previous insurance certificate, which will show us the commencement date of your original moratorium underwriting. Your previous insurance certificate must expire no earlier than the day prior to your commencement of cover date with us (if you have had cover with more than one insurer since the commencement of your moratorium we will require proof of continuing cover). You will not be covered for any conditions which existed i.e. of which you have had symptoms, even if a medical opinion has not been sought, in the 60 months before your original insurance commencement date. Such conditions may automatically become eligible for cover but only when you do not have symptoms, or receive treatment, medication, tests, or advice from your GP or specialist for that condition for a continuous period of 24 months after your original insurance commencement date.

#### d) Continued Personal Medical Exclusions (CPME) Employer paid – groups of up to 9 members

We are prepared to consider accepting a group scheme presently insured by another provider. This is often referred to as CPME (Continuation of Personal Medical Exclusions). The following conditions apply for us to consider accepting a scheme on these terms:

The scheme must have been previously fully underwritten and any exclusions (or other appropriate endorsements) applied to any pre-existing conditions. Any scheme where more than 20% of the employees were accepted on Medical History Disregarded terms (MHD) will not be considered for CPME transfer. For companies and individuals numbering up to 9 who have completed the required documentation, undisclosed medical conditions on a CPME transfer will be rejected unless they are proved as being covered by the previous insurer.

The scheme must satisfy the following criteria:

- a) A minimum of 2 employees.
- b) All covers are mandatory and fees are 100% employer paid.  
(Please note that part-time employees, employees over the age of 65 and those resident outside of the UK do not constitute the minimum employee requirement for the scheme to be considered).

The following information is required for us to consider CPME transfer:

- a) 3 years claims experience. If unavailable the reason must be stated in writing by client or Broker.
- b) Number and ages of employees.
- c) All Certificates of Insurance for each employee (and any dependents, where applicable) stating the underwriting terms and detailing any exclusions. If this information is not available, the original certificates from the previous provider will be required.
- d) A copy of the existing insurers offer of renewal.
- e) Disclosure of any members who in the last 60 months have been diagnosed with any heart, cancer or psychiatric condition.
- f) Details of any planned treatment within the next 12 months.

For previously uninsured people who join after the start date of cover with us, we offer the joining group/company the option of either:

- a) Full Medical Underwriting, or
- b) Moratorium Underwriting

The choice has to be made at the scheme inception and can only be varied at renewal.



**e) Continued Personal Medical Exclusions (CPME) Employer paid – groups of 10 or more members**

We are prepared to consider accepting a group scheme presently insured by another provider. This is often referred to as CPME (Continuation of Personal Medical Exclusions). The following conditions apply for us to consider accepting a scheme on these terms:

The scheme must have been previously fully underwritten and any exclusions (or other appropriate endorsements) applied to any pre-existing conditions. Any scheme where more than 20% of the employees were accepted on Medical History Disregarded terms (MHD) will not be considered for CPME transfer.

The scheme must satisfy the following criteria:

- a) All covers are mandatory and fees are 100% employer paid.  
(Please note that part-time employees, employees over the age of 65 and those resident outside of the UK do not constitute the minimum employee requirement for the scheme to be considered).

The following information is required for us to consider CPME transfer:

- a) Number and ages of employees.
- b) All Certificates of Insurance for each employee (and any dependents, where applicable) stating the underwriting terms and detailing any exclusions. If this information is not available, the original certificates from the previous provider will be required.
- c) A copy of the existing insurers offer of renewal.
- d) Disclosure of any members who in the last 36 months have been diagnosed with any heart, cancer or psychiatric condition.

For previously uninsured people who join after the start date of cover with us, we offer the joining group/company the option of either:

- a) Full Medical Underwriting, or
- b) Moratorium Underwriting

The choice has to be made at the scheme inception and can only be varied at renewal.

**f) Continued Personal Medical Exclusions (CPME) Individual**

We are prepared to consider accepting an individual/family presently insured by another provider on a 'no worse terms basis'. This is often referred to as CPME (Continuation of Personal Medical Exclusions). The following conditions apply for us to consider accepting an individual/family on these terms:

You must have been previously fully underwritten and any exclusions (or other appropriate endorsements) applied to any pre-existing conditions.

You must satisfy the following criteria:

- a) Maximum age 75 and has had in place a fully underwritten Private Medical Insurance Policy for at least the last 12 months (certificate of existing cover required).
- b) 3 years claims experience.
- c) Details of any planned treatment within the next 12 months.
- d) Disclosure of any members who have been diagnosed with any heart, cancer or psychiatric condition at any time in the past.

For any additional, previously uninsured people joining the individual/family cover after the start date of cover with us, we offer the option of either:

- a) Full Medical Underwriting, or
- b) Moratorium Underwriting

The choice has to be made at the scheme inception and can only be varied at renewal.

**g) Medical History Disregarded (MHD)**

For large group schemes we may offer underwriting terms on a Medical History Disregarded basis. Under the terms of this cover there is no requirement to complete any medical declaration and the moratorium clause does not apply. No exclusions will be based on the cover in respect of pre-existing conditions although the rules and benefits of the scheme purchased will still apply. Special terms apply allowing babies to be added to cover on Medical History Disregarded Schemes.

We are prepared to consider accepting a group scheme presently insured by another provider on a 'MHD' basis in accordance with the following criteria:

For MHD schemes generally:

- a) The scheme must have been previously insured or have been placed within a Trust Arrangement.
- b) All fees are mandatory and 100% employer paid (part-time employees, employees over the age of 65 and those resident outside of the UK do not count towards the minimum employee requirement for the scheme to be considered).

For Claims related, flat rated schemes with a minimum of 50 adult registrations:

The following information is required for us to consider transfer:

- a) 3 years claims experience.
- b) Number and ages of employees.
- c) A copy of the existing insurers offer of renewal.

For Community rated, age related, schemes with a minimum of 20 adult registrations:

The following information is required for us to consider transfer:

- a) 3 years claims experience. If unavailable the reason must be stated in writing by client or Broker.
- b) Number and ages of employees.
- c) A copy of the existing insurers offer of renewal.

Finally for MHD Schemes generally:

- a) Disclosure of any members who in the last 36 months have been diagnosed with any heart, cancer or psychiatric condition.
- b) Additional members joining an existing MHD group or company currently insured with us but with less than 100 members will be subject to new moratorium underwriting terms.
- c) For additional members joining an existing MHD group or company currently with us but with more than 100 members, we are prepared to accept the additional new joiners on Medical History Disregarded Basis.

Adding a baby to cover on a Medical History Disregarded Scheme:

- i) Where the group/company has opted for a premium loading to enable new joiners to be added on Medical History Disregarded terms, providing the mother has already been a member of the scheme for a minimum of 10 months, then an application to add the baby will be accepted on Medical History Disregarded terms, subject to the monetary limit applicable for the first 180 days of life. If the mother has not been a member of the scheme for 10 months, the baby will be added on a Fully Underwritten, or a Moratorium basis. We do not pay for any treatment to a child on cover for the first 30 days after birth.
- ii) If the group/company has opted to add new joiners on a Moratorium or a Fully Underwritten basis with no premium loading, providing the mother has already been a member of the scheme for a minimum of 10 months, if we receive the application for cover, within the first 30 days of the baby's life, he or she, can be added to cover without being underwritten. This means if the baby has a medical condition which has occurred between birth and being added to cover, providing the condition is eligible we will accept a claim for treatment of that condition subject to the monetary limit applicable for the first 180 days of life. We do not pay for any treatment to a child on cover for the first 30 days after birth. If the mother has not been a member of the scheme for 10 months, or the baby is over 30 days old, he or she will be added on a Fully Underwritten, or a Moratorium basis, subject to the monetary limit applicable for the first 180 days of life. We do not pay for any treatment to a child on cover for the first 30 days after birth.
- iii) It is important to note, that although a baby may be added to cover very soon after birth and may be accepted on Medical History Disregarded terms, our healthcare schemes will only cover acute and curable events, which occur after the birthing process and are not congenital or believed to have been present since birth (whether inherited or caused by an environmental factor).

**Limits to cover:** Where a baby has been added to cover on a Medical History Disregarded, basis there is a limit to cover for any eligible conditions that arise within the first 180 days of life of £5,000 in total. For any eligible conditions that arise after the first 180 days of life normal limits apply in accordance with the terms of the cover selected.

**h) MHD Members leaving an existing General & Medical Group or Corporate Scheme**

- i) Upon receiving word from the group/corporate administrator or the Broker that an employee is about to leave, but would like to stay with us. General & Medical will generate a quote according to the claims experience and assuming a continuation of the underwriting terms. The quotation pack will be sent by post or email to the Broker or Group Administrator.
- ii) All employees leaving an existing group or corporate scheme will be required to complete an application form. The application form must be returned to General & Medical within 14 working days.
- iii) Any ongoing eligible claims relating to the employee or their dependents will be honoured, in accordance with the original terms of the scheme.



# want to know more?

please contact us on

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or visit [www.generalandmedical.com](http://www.generalandmedical.com)

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