

Cosmetic Breast Implant Protection (Individual) Breast Implant After-Care Policy Terms and Conditions

Introduction

This Policy document provides **You** with the terms and conditions, as well as the exclusions of the insurance cover. Please read this document very carefully to ensure that **You** understand the extent of the cover, exactly what is and is not covered and that this meets **Your** requirements. If **You** have any questions about **Your** insurance please contact **Surgical After-care Solutions** on: 07940-560281 or email: griggs.dip@talk21.com

This policy is a contract between you and the insurer, Acasta Insurance Europe, PO Box 1338 First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar (registered no. 96218) which is authorised and regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority for the conduct of UK business. Details about the extent of our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from Acasta on request.

This Policy is designed to cover **You** for the cost of Treatment as a result of the Breast Implant manufactured by **You** that requires replacement as a result of one of the following;

- **Capsular Contracture**** **Grade 3 or 4**
- **Rotation**
- **Dislocation**
- **Post Op Infection**
- **Seroma**
- **Haematoma**

You have agreed to pay any applicable premiums. In return **We** will provide the benefits shown in this Policy.

We agree to pay the benefits from the start date provided:

- All terms of the Policy are met.
- Premiums are paid in accordance with the terms of the Policy where applicable.
- Any other alterations are agreed and met.

The entire agreement between **You** and **Us** consists of:

- The terms and conditions of the Policy.
- Our acceptance (together with any special conditions or endorsements).

Important Notes

We are required to draw **Your** attention to the important features of **Your** Policy including:

Material Facts -**You** must declare to **Us** all material facts that are likely to affect this insurance. Failure to do so may prejudice entitlement to claim. If **You** are uncertain as to whether a fact is material, **You** should declare it to **Us**.

Policy Documents -**You** should read the following document carefully. It gives **You** full details of what is and is not covered and the conditions of the cover.

Conditions, Benefits and Exclusions -**You** should carefully read these sections and understand how these apply to **Your** cover.

Complaints -**Your** insurance Policy has a complaints procedure which tells **You** what steps **You** can take if **You** wish to make a complaint.

Definitions

The words and phrases set out below have the meanings specified.

- ❖ **Annual Renewal Date.** The anniversary of the Start Date
- ❖ **Capsular Contracture:** This is the hardening of the breast tissue after breast implant resulting in the implant requiring removal or replacement surgery. Capsular contracture is an abnormal response of the immune system to foreign materials in the human body. Medically, it occurs mostly in context of the complications from breast implants and artificial joint prosthetics.

The occurrence of capsular contraction follows the formation of capsules of tightly-woven collagen fibers, created by the immune response to the presence of foreign objects surgically installed to the human body.

The degree of an incidence of **Capsular Contracture** is graded using the four-grade Baker scale. **We** will only be liable to pay the benefit if the hardening is diagnosed as either a Baker Scale III or a Baker Scale IV **Capsular Contracture, as following**

- Grade I — the breast is soft and is normal to touch, and the capsule is flexible
- Grade II — the breast looks normal, but is somewhat hard to the touch.
- Grade III — the breast is hard, has some distortion caused by contracture, or the breast becomes a rounded shape, or the implant is generally tilted upwards.
- Grade IV — similar to grade III but with greater hardening of the capsule.

- ❖ **Haematoma:** – This is a sore lump made up of blood which may collect around the implant, requiring treatment to drain blood.

❖ **Implant Rotation, dislocation and rupture**

❖ **Post-Operative Infection** - This is an infection after a surgical procedure which needs an operation to correct it. Requiring surgical intervention.

❖ **Seroma** - This is a build-up of fluid known as serum within a cavity inside the body. Requiring treatment to drain fluid.

Expiry Date. The date on which the policy expires, as shown in the **Policy Schedule**.

Manufacturer's Instructions. Any express or implied direction provided by the manufacturer of the Breast Implant or **Your** clinician on behalf of the manufacturer. The **Manufacturer's Instructions** detail the installation, use and/or maintenance of the Breast Implants.

Period of Insurance. The 12 month period starting on the **Start Date** as stated on the **Policy Schedule**.

Policy. The contract that details the level of cover provided.

Policy Schedule. A schedule issued to **You**, which shows the Policy Number, **Start Date** and **Expiry Date** of the Policy, the maximum sum insured, the amount of premium due and any special terms which apply to **Your** Policy.

Start Date. The date on which **Your** Policy starts, as shown in the **Policy Schedule**.

Territorial Limits. United Kingdom of Great Britain and Northern Ireland and Eire.

Treatment. Any medical procedure or service which is necessary to repair or replace the Breast Implant, in the event of an implant patient experiencing any of the following;

- **Capsular Contracture**** **Grade 3 or 4**
- **Rotation**
- **Dislocation**
- **Post Operative Infection**
- **Seroma**
- **Haematoma**

The Treatment is always subject to the exclusions in the **Policy**.

We, Our, Us Acasta Insurance Europe

You, Your. The policyholder named on the **Policy Schedule**.

We will cover **You** up to the limit of reimbursement that is detailed in the **Policy Schedule**.

We will provide **You** with cover for the cost of treatment for a replacement Implant required as a result of an Implant patient experiencing any of the following;

- **Capsular Contracture**** **Grade 3 or 4**
- **Rotation**
- **Dislocation**
- **Post Op Infection**
- **Seroma**
- **Haematoma**

during the **Period of Insurance**. Cover must be in the stated Territorial Limits and is subject to these terms and conditions.

2. Benefits

In all cases reimbursement is subject to:

- (i) Any necessary expenditure incurred by the Patient in respect of Treatment up to the maximum sum insured per Implant stated in the **Policy Schedule**.
- (ii) **The exclusions**

The **Policy** will not cover any claim that is made:

- for any remedial or corrective treatment which occurs or is needed within 14 days of the procedure;
- following the settlement of a claim for a medical procedure insured in accordance with this policy and which thereafter results in any remedial or corrective treatment which occurs or is required for such replacement breast implant. Such cover requires a new and separate insurance.
- which directly or indirectly arises out of, or is as a consequence of or is contributed to by:
 - a. loss of sensitivity; or
 - b. altered sensation; or
- which directly or indirectly arises out of, or is as a consequence of or is contributed to by the use of Implants that are not manufactured by the Insured;
- which is due to a procedure carried out with an Implant that has no manufacturing reference number;
- which is for remedial or corrective treatment following surgery carried out for any post-operative infection caused by body piercing;
- if, at the time of the surgery, the patient had Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immunodeficiency Virus (HIV) howsoever these have been acquired or may be named; or Hepatitis B or C;

- if, at the time of surgery, the patient was not suitable for surgery in accordance with recognised, published contra-indications to surgery;

For expenses, charges or costs:

- a. which are fees for completion of a claim form or other administration related charges;
- b. which are not legally payable by the patient
- c. which exceed the maximum benefits under this Insurance;
- d. incurred in travel to and from the hospital/clinic;
- e. incurred by broken appointments;
- f. for materials and procedures which do not meet the accepted medical standards, or are experimental or unproven; or
- g. for prescribed drugs

In respect of treatment which:

- a. is required for medical treatment not associated with the breast implant;
- b. constitutes routine maintenance;
- c. in any way arises or results from attempted suicide or intentional self-injury;

Regarding a medical condition which:

- a. relates to the patient having taken a drug used for the treatment of drug addiction;
- b. relates to the patient having taken alcohol or a drug (other than a prescription drug, properly prescribed);
- c. relates to the use of tissue-expanding prostheses or any other device where the volume of the implant can be altered post-operatively;

Coverage

- (1) We will reimburse **You** for any necessary expenditure incurred by the clinician in respect of Treatment up to the maximum sum insured per Implant as stated in the **Policy Schedule**.

(2) The amount for which **You** will be reimbursed is subject to a maximum as stated in the **Policy Schedule** in respect of each **Period of Insurance**.

We will negotiate shares of a claim if another insurer provides cover to **You**. This ensures the companies/insurers involved pay the appropriate shares of the claim. If there is a claim or right of legal action against another person from a claim under this **Policy**, **You** must advise **Us** as soon as possible and keep **Us** up to date with any information.

If **You** claim against the other person, this may involve **Us** asking **You** to take all relevant steps necessary including returning any benefit paid to **You** by **Us** from this **Policy**.

In order to recover any benefit paid by **Us**, We may decide to prosecute in **Your** name, settle any claim or defend the legal proceedings. **We** will decide how to do this.

We will pay the benefit directly to **You**.

3. Changes to the Terms and Conditions of the Policy

If **We** wish to terminate the **Policy**, or to change any of the **Policy** terms and conditions, **We** will give **You** at least 28-days' notice in writing of **Our** intention to do this. The **Policy** will terminate or the terms and conditions will change on the **Annual Renewal Date**.

We may terminate or vary the cover at any time or void the **Policy** if **You**:

- Have not disclosed any Material Fact; or
- Have failed to comply with the terms of the **Policy**; or
- Have made any misleading statement; or
- Have failed to act with the utmost good faith.

4. Renewal of the Policy and Premiums

The patient will receive an invitation to effect their own policy prior to the anniversary of the placement of their implant(s)

5. Currency and Payment

Payment to or from **Us** will be in sterling and paid through the offices of Surgical After-Care Solutions

6. Policy Exclusions

- A. **We** will not pay the benefit for loss or damage or consequential loss as a result of the following:
 - Any failure resulting from a negligent or incorrect treatment.
- B. **We** will not pay the benefit for treatment which:
 - Is purely cosmetic i.e required due to dissatisfaction with the final aesthetic appearance.

- Is obtained outside the Territorial Limits.
 - Is required due to normal wear and tear of the Breast Implant.
 - Is required for associated or un-associated medical Treatment.
 - Constitutes routine maintenance.
 - In any way arises or results from attempted suicide or intentional self-injury.
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- Is directly or indirectly caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
 War hostilities or war-like operations (whether war be declared or not), invasion; act of an enemy foreign to the nationality of the insured person or in the country in or over, which the act occurs; civil war; riot; rebellion; insurrection; revolution overthrow of the legally constituted government civil commotion assuming the proportions of, or amounting to, an uprising; military or usurped power, explosions of war weapons, release of weapons of mass destruction that do not involve an explosive sequence, murder or assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the insured person whether war be declared within this state or not; terrorist activity. For the purpose of this exclusion terrorist activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the use of force or violence and/or the threat thereof. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of. or in connection with any organisation(s) of government(s). Also excluded hereon is any loss or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any action taking in controlling, preventing or suppressing any, or all, of the above incidents. In the event, any proportion of this exclusion is found to be invalid, or unenforceable, the remainder shall remain in full force and effect.

C .Benefit is not payable for the following:

- Loss or destruction or damage or any expenses whatsoever resulting from ionising radiation or contamination by radio activity from any nuclear waste from the combustion of nuclear fuel or the radio-active, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- the cost of any replacement of the Breast Implant, which will be borne by the manufacturer's warranty.
- Materials and procedures which do not meet the accepted medical standards, or are experimental and unproven,
- Procedures, services and supplies including medical, administered in a hospital.
- Prescribed drugs.
- Costs due to any errors or negligence on the part of a clinician.
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Claims Procedure

As soon as treatment becomes necessary. You must send claims to **Us** on a completed Surgical Aftercare Solutions claim form with the following as appropriate.

- Evidence of original work carried out e.g. receipt for Treatment.
- Details of the proposed Treatment plan with the associated costs.
- An invoice of the amount claimed.

Failure to provide the required information to support the claim may result in the claim being denied. Original receipted bills (**We** cannot accept photocopies) must be sent to **Us** within six months of the treatment.

Complaints Procedure

We aim to provide a first class service at all times. Any enquiry or concern about this **Policy** should be addressed in the first instance to **Your** Broker.

If **You** are not satisfied, **You** may contact **Us** at :

Acasta Insurance Europe
1st Floor Grand Ocean Plaza
Ocean Village
Gibraltar

If **We** cannot give **You** a final decision within 4-weeks from the date **We** receive **Your** complaint. **We** will explain why and tell **You** when **We** hope to reach a decision.

Complaints that cannot be resolved by them may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate time.