The Police Mutual Healthcare Scheme Rules



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1. Introduction

- 1.1 These are the rules of the *Healthcare Scheme* for members joining the *Healthcare Scheme* from 1 May 2013 and shall take effect from 30th June 2025.
- 1.2 The *Healthcare Scheme* is self funded and is discretionary (i.e., it is not insurance based). It is owned and operated by *the Company* and none of the Members have any ownership or rights to any of the assets of the *Healthcare Scheme*.
- 1.3 All benefits provided under the Healthcare Scheme are granted at the absolute discretion of the Board.
- 1.4 All defined terms in these rules are set out in Section 8.

2. Membership of the Healthcare Scheme

- 2.1 Any person shall be entitled to apply to become a *Member* of the *Healthcare Scheme* provided that such person:
- 2.1.1 is a serving or retired Police Officer, Police Community Support Officer, Special Constable or Police Staff; or
- 2.1.2 is the immediate family (including a parent, brothers or sisters, child or grandchild, parents-in-law, brothers or sisters-in-law, nieces or nephews) of a serving or retired Police Officer, Police Community Support Officer, Special Constable, or Police Staff; or,
- 2.1.3 lives at the same address as the *Member* where Spouse or Family cover is applied for. If a person is entitled to membership as a *Family Member* under Spouse or Family Cover but they don't live at the same address as the *Member*, they can still apply to join the *Healthcare Scheme* but only as a *Member* in their own right; and
- 2.1.4 has completed an application in a form and manner approved by the *Board* from time to time; and
- 2.1.5 is a resident of the United Kingdom and Isle of Man and is aged between 18 years and 65 years old (inclusive), at the point of joining the *Healthcare Scheme*. There is no upper age restriction for existing members.
- 2.2 If you or your spouse, partner or civil partner give birth to a baby whilst a Member of the Healthcare Scheme, you can add the baby to your membership of the Healthcare Scheme from the baby's birth date, if you apply to us within three months of the baby's birth date. This means that at the point of claim their medical history will be disregarded, and no personal medical exclusions will apply. If you or your spouse, partner or civil partner adopt a child and you wish to add the child to your membership of the Healthcare Scheme, please contact us to find out if medical exclusions will apply, dependent on age.
- 2.3 The Board shall have an absolute discretion to determine the eligibility of and whether or not to admit, any person to membership of the Healthcare Scheme and the Board's decision shall be final and binding. The Board reserves the right to refuse admission notwithstanding that an individual would normally be eligible.
- 2.4 A register of Members of the Healthcare Scheme shall be kept by the Company but it is not open to inspection by the Members or to the public or any other party except to the extent (if any) required by law.
- 2.5 Any Member may cancel their membership at any time by notifying PMHC Limited of their request to cancel by telephone, email, or post. The cancellation shall take effect 30 days' after the date the Company receives the notice from the Member ("the notice period"). The Member shall not be entitled to any refund of subscriptions or other sums which have been paid to the Company in advance.

Any claims will be considered for settlement, if the claim has been authorised by the *Police Mutual Claims Service* and *treatment* has taken place before the end of the notice period. If both authorisation and *treatment* has not taken place before the end of the notice period, the member will be responsible for any associated costs.

If a Member leaves Police employment, retires or transfers Forces, they can remain a Member of the Healthcare Scheme by providing either direct debit details or their new pension/payroll information (if deductions are permitted) to continue to make their subscriptions.

During periods of statutory maternity or parental leave, any *Member* who pays by salary deduction may need to contact PMHC to arrange a temporary alternative payment method for their subscriptions if their monthly pay amount will not cover the full amount due.

- 2.6 The Board may terminate the membership of a Member by giving the Member no less than 30 days' notice in writing. The Member and their Family Members shall not be entitled at the expiry of such 30 day period to any further benefit or payment from the Healthcare Scheme save (other than in the case of dishonest or fraudulent conduct) for any sums due to the Member at the end date of the membership.
- 2.7 If a Member or Family Member shall:
- 2.7.1 fail to pay any sum due to *the Company* from time to time within 30 days of the due date; or
- 2.7.2 obtain any benefit or payment in circumstances where such benefit or payment has been obtained as a result of the *Member* knowingly or recklessly providing or omitting to provide *the Company* and/or the *Police Mutual Claims Service* with correct and complete information to the best of their knowledge and belief, or otherwise dishonestly securing such benefit or payment; or
- 2.7.3 at any point before or during the claims process the Member or Family Member knowingly or recklessly omits a material fact or knowingly or recklessly provides an incorrect fact, or fails to supply documents as may be requested by the Company and/ or the Police Mutual Claims Service; or
- 2.7.4 make a dishonest or fraudulent claim of whatever kind; or
- 2.7.5 commit a material breach of these rules: or
- 2.7.6 engage (or is likely, in the reasonable opinion of the *Board*, to engage) in any activities which are/is detrimental, derogatory, offensive or otherwise harmful to the *Company*, or which prejudice reputation of the *Company*;
 - then the *Board* may, in its absolute discretion, resolve to expel the *Member* forthwith from the *Healthcare Scheme* with immediate effect. The *Member* shall be entitled to appeal this decision to the *Board*. The decision of the *Board* shall be final.
- 2.8 Membership of the *Healthcare Scheme* is not transferable and shall cease on the death of a *Member* in respect of them and their *Family Members* but without prejudice to a *Family Member's* entitlement to apply for membership in their own right under rule 2.
- 2.9 Once a Member has ceased to be a Member, their name shall be removed from the register of Members and neither they nor any of their Family Members shall be entitled to any further benefit or payment from the Healthcare Scheme save (other than in the case of an Expelled Member or in the case of dishonest or fraudulent conduct) for any sums due to the Member at the end date of the membership.
- 2.10 The Board may remove any person from the status of Family Member by giving the Member concerned not less than 30 days' notice in writing and such Member and the Family Member concerned shall not be entitled at the expiry of such 30 day period to any further benefit or payment from the Healthcare Scheme in respect of such Family Member save (other than in the case of dishonest or fraudulent conduct) for any sums due to the Member at the end date of the membership.

3. Subscriptions

- 3.1 Each Main Member shall pay a monthly subscription in order for them & their Family Members to continue their membership. Subscriptions will vary from time to time depending on a number of factors. These include ensuring that there are sufficient funds in the Scheme to pay for current and future predictions of Members' claim amounts.
- 3.2 The subscription shall be paid by deduction from the *Main Member's* salary/pension or by direct debit from the *Main Member's* bank account.
- 3.3 If the *Member's* cover is provided as a benefit of employment, the subscription can be paid by the *Member's* employer and the *Member* and/or the *Member's* employer will be responsible for the appropriate tax.
- 3.4 The Board may from time to time increase the subscription rates. The Board will notify the Member in writing using the email or postal address on file. The Board will normally try to give the Members reasonable notice of a change to the subscription rates. This may not be possible for changes that are outside of the Board's control but the Board will give Members as much notice as possible in such circumstances.
 - It is the *Member's* responsibility to provide updated contact details when these change. The *Member*, may cancel their membership and start the standard notice period (see rule 2.5 above) within 28 days of being notified of the increase. Where no cancellation request is received, the *Member* will be subject to the new subscription rates. If a *Member* fails to increase their payment then the *Member* may not receive the full extent of the *Benefits* they would otherwise be entitled to be considered for and, in certain circumstances, the membership may be cancelled.
- 3.5 If a change of circumstances occurs which would entitle a *Member* to a reduced subscription rate, the onus is on the *Member* to inform *the Company* in writing. If no notification is made and an overpayment is made, then the *Board* may in its absolute discretion agree to refund all or part of any such overpayment but in any event, refunds will be limited as follows:
- 3.5.1 up to a maximum of 12 months of subscriptions where payment continues after the death of a *Member*, and
- 3.5.2 up to a maximum of three months of subscriptions in all other cases.

4. Benefits

4.1 Any *Member* who has paid their subscription up to and including the date of *treatment*, may or their *Family Members* may, at the absolute discretion of the *Board*, be entitled to benefit from the following:

4.1.1 **Consultations**

Subject to the *Financial Limits, the Company* may at the absolute discretion of the *Board,* pay the fee for a *Consultation* necessarily incurred by a *Beneficiary* provided that the procedures in rule 4.3 are followed.

4.1.2 Treatment Covered by the Healthcare Scheme

4.1.2.1 Subject to the *Financial Limits*, the Company may at the absolute discretion of the *Board*, pay the whole or part of the cost of any *treatment* for a *Beneficiary* who has been referred to a *Specialist* by their *GP*, provided the procedures in rule 4.3 are followed; or

4.1.2.2 Where a *Beneficiary* is entitled to be considered for the cost of *treatment* in accordance with rule 4.1.2.1, but chooses to have *treatment* under the *NHS* they may, at the absolute discretion of the *Board*, be entitled to the whole or part of a cash alternative, subject to the *Financial Limits*. We will only consider a claim for *treatment* that would be authorised under the *Healthcare Scheme* rules and has a minimum of 1 night stay. The *Healthcare Scheme* does not cover any *treatment* following an emergency admission or transfer from an *NHS* hospital or inpatient admissions for drugs/monitoring. The *Healthcare Scheme* does not cover the cost of any emergency *treatment* or procedures.

The Police Mutual Claims Service will calculate the maximum number of nights that will be authorised. The expected length of stay, if the procedure was carried out in a private hospital is used to calculate the cashback figure. This matches the process the Healthcare Scheme uses when authorising non NHS claims. This may be different to the actual length of stay in an NHS facility.

4.1.3 Home Nursing and Hospital Accommodation

Subject to the *Financial Limits, the Company* may at the absolute discretion of the *Board,* pay in respect of any *Beneficiary* and subject to the procedures in rule 4.3 having been followed the whole or part of:

- 4.1.3.1 the costs of home nursing by a registered nurse following *treatment* either as an inpatient or as an out-patient where such care is directed by a *Specialist* as necessary; and
- 4.1.3.2 the hospital accommodation expenses for a parent or guardian accompanying a Beneficiary, who is a child under the age of 10 years, whilst receiving treatment on an in-patient basis.

4.1.4 **24/7 GP Consultation Service**

4.1.4.1 Members have telephone access to HealthHero for the provision of a confidential *GP* telephone *Consultation* service, available 24 hours a day, every day of the year, from any location in the world. Members pay the cost of the telephone call to book the appointment. Members do not need authorisation to call the *GP Consultation* Service.

To book an appointment:

Call 0345 222 5802

Call costs may vary. Calls to 03 numbers usually cost no more than to geographic numbers (01 or 02) and are usually included in call packages, please check with your phone company if they are included in your package.

4.2 What's included in your membership

Treatment	Treatment includes	Cover
In-patient treatment	Accommodation and nursing	Fully covered In one of Police Mutual Claims
	Andillamanamiana	Services Approved Clinic or Hospital
	Ancillary services Operating theatre, drugs, dressings and	Fully covered*
	surgical appliances used in connection with <i>treatment</i> and diagnostic procedures	
	including pathology, X-rays and all medical scanning and imaging techniques	
	Accommodation charges	Covered
	For one parent or guardian accompanying a dependant under 10 years old	Up to £25 per night for up to 10 nights per year
	Surgeons' and anaesthetists' services For all surgical procedures	Covered Up to the level of current industry standard fee scales
	Physicians' services	Fully covered*
	Consultations and physiotherapy Provided under the direction of the attendant Specialist	Fully covered*
	Accommodation	Fully covered*
Day case treatment	Ancillary and diagnostic procedure charges	
	Surgeons' and anaesthetists' services	Covered
Out-patient treatment	Consultations	Covered Up to £600 a year
	Diagnostic procedures Including pathology, X-rays, ECGs, gait analysis and all medical scanning techniques	Covered Up to £1,000 a year
	Treatment	Covered
	Including physiotherapy, osteopathy, chiropractic, psychiatry and psychology where provided by a practitioner recognised by the PMHC scheme	Up to £600 a year
	Worldwide telephone access to fully	Private GP Telephone/ Virtual
24/7 GP Consultation service	qualified, practicing GP's. E-Consultations, private sick notes and private prescriptions	Consultations 24 hours a day, 7 days a week provided by HealthHero
Other services	Nursing-at-home	Covered
	Following in-patient or day case <i>treatment</i> and provided by a registered nurse under the direction of a <i>Specialist</i>	Up to £1,000 a year
NHS Cash benefit	Non-emergency in-patient treatment	Covered
	We will only consider a claim for <i>treatment</i> that would be authorised under the	£250 per night up to a maximum of 21 nights per year
	Scheme rules and has a minimum of 1 night stay. We do not cover any <i>treatment</i>	The number of nights that will be authorised is calculated using the
	following an emergency admission or	expected length of stay, in a private
	transfer from an <i>NHS</i> hospital or inpatient admissions for drugs/monitoring. The	hospital for the procedure details
	Scheme does not cover the cost of any emergency <i>treatment</i> or procedures.	provided when submitting the claim. Refer to Rule 4.1.2.2 for further information.

 $^{^{*}}$ within £30K yearly claims limit

4.2.1 What we do not pay for

We do **NOT** pay for the following:

- 4.2.1.1 Any treatment for a Pre-Existing Condition save that such Pre-Existing Condition will not preclude the Beneficiary from being considered for Benefit when the Beneficiary has completed 24 months continuous participation in the Healthcare Scheme and the Beneficiary has, since joining the Healthcare Scheme, gone 24 consecutive months without receiving any medical advice, attention or treatment for that Pre-Existing Condition.
- 4.2.1.2 Treatment will not be covered in excess of £30,000 in any one financial year of the Company per Beneficiary detailed in 4.2.1.
- 4.2.1.3 Cancer drugs, radiotherapy, chemotherapy, stem cell *treatment* or gene therapies. However, we will pay for surgery to remove Cancer.
- 4.2.1.4 Any *treatment* or surgery to correct long or short-sightedness relating to eyes including eye tests and spectacle prescriptions.
- 4.2.1.5 Any dental procedure including orthodontics.
- 4.2.1.6 Any cosmetic or aesthetic surgery or *treatment* or any surgery or *treatment* which relates to or is connected because of previous cosmetic or aesthetic surgery or *treatment*. However, at the absolute discretion of the *Board*, the *Company* will consider paying for initial reconstructive surgery where it is necessary after medical *treatment* which the *Healthcare Scheme* has paid for and is agreed to by the *Board*.
- 4.2.1.7 Any medical *treatment* relating to or connected with pregnancy or childbirth including in vitro fertilisation (IVF), assisted conception and artificial insemination.
- 4.2.1.8 Termination of pregnancy or any consequences of it.
- 4.2.1.9 Investigations into and *treatment* of infertility, contraception, assisted reproduction, sterilisation (or its reversal).
- 4.2.1.10 Investigations into and treatment of impotence or any consequences of it.
- 4.2.1.11 Any gender affirmation treatment, including reversal.
- 4.2.1.12 Kidney dialysis, unless this is required in the short-term following a complication of eligible *treatment*.
- 4.2.1.13 *Treatment* for any injury which is deliberately self-inflicted, a result of attempted suicide or caused by another with the *Beneficiary's* consent.
- 4.2.1.14 Any *treatment* in respect of developmental delay, whether physical, psychological or learning difficulties including (without limitation) dyslexia, dyspraxia, ADHD or autism.
- 4.2.1.15 Preventative treatment.
- 4.2.1.16 Vaccination and immunisations.
- 4.2.1.17 Routine medical check-ups.
- 4.2.1.18 The cost of providing or fitting any external prosthesis or appliance ie crutches or an air boot.
- 4.2.1.19 Any treatment received outside of the United Kingdom.
- 4.2.1.20 Any treatment of injuries or conditions resulting from any dangerous or extreme sport or activity including, but not limited to:
 - sky-diving, parachuting, hand-gliding or bungee jumping;
 - mountaineering, or rock climbing;
 - luging, bobsleigh, ski jumping or heli-skiing.
- 4.2.1.21 Any complementary or alternative medicine including, but not limited to, aromatherapy, reflexology or acupuncture, except as part of an approved course of physiotherapy *treatment*.

- 4.2.1.22 Medical appliances or equipment including, but not limited to, walking aids, dialysis equipment, breathing apparatus, mobility devices, sleep apnea devices or drips.
- 4.2.1.23 Private prescriptions or outpatient drugs.
- 4.2.1.24 Any daycase or inpatient treatment for mental health conditions.
- 4.2.1.25 Any *treatment* of human immunodeficiency virus (HIV) or Creutzfeldt-Jakob disease (CJD or the human form of mad cow disease).
- 4.2.1.26 Chiropody.
- 4.2.1.27 Any treatment received by the *Beneficiary* at a time when the *Member* has not paid their subscriptions or is not up to date with their subscriptions.
- 4.2.1.28 Any treatment related to sexually transmitted infections.
- 4.2.1.29 Any treatment for or related to addiction.
- 4.2.1.30 Any treatment following an emergency admission or transfer from an NHS hospital.
- 4.2.1.31 Any *treatment* for obesity including, but not limited to, weight loss surgery, whether medically necessary or not.
- 4.2.1.32 Any Consultations, diagnostics or treatment related to a chronic condition.
 - Please note, this will apply to all medical conditions, whether or not a diagnosis has been made.
 - Exception: We cover eligible treatment arising out of a chronic condition, or treatment of acute symptoms of a chronic condition that flare-up. Treatment will only be covered if it is likely to lead quickly to a complete recovery, or to you being fully restored to your previous state of health without you having to receive prolonged treatment. For example, we pay for treatment following a heart attack which is the result of chronic heart disease. This exception does not apply to mental health conditions.
- 4.2.1.33 Experimental/Not NICE approved procedures (NICE being National Institute for Health and Care Excellence).
- 4.2.1.34 Genetic Screening.
- 4.2.1.35 General medical admissions solely for administering medications, IV treatments, or to monitoring symptoms or conditions without a definitive diagnosis.
- 4.2.1.36 The services of a General Practitioner (except for the 24/7 GP helpline by HealthHero) or General Dental Practitioner, including routine dental *treatment*.
- 4.2.1.37 Personal items of expenditure incurred in hospitals such as telephone calls, newspapers and visitors' refreshments.
- 4.2.1.38 Treatment or costs relating to admissions to NHS hospitals or treatment or costs in respect of transfers to designated hospitals or other hospitals from NHS hospitals or treatment thereafter.
- 4.2.1.39 Any tests or treatments in respect of allergy or intolerance testing.
- 4.2.1.40 The *Healthcare Scheme* will cover the cost of 1 pair of orthotics and fitting per lifetime. The cost of any additional pairs will not be covered.

4.3 Rules for Claims Procedure

- 4.3.1 Any Beneficiary who may be eligible for a Consultation under the Healthcare Scheme shall make an appointment with their GP or the HealthHero GP line as soon as possible.
- 4.3.2 If at that appointment, the *GP* makes a diagnosis and no referral to a *Specialist* is recommended then no further action is necessary.
- 4.3.3 If the *GP* recommends a referral to a *Specialist*, then the *Member* shall request an *open* referral letter from the *GP*. If the *Member* is in their first 2 years of membership, a *GP* report will also be required to confirm the claim isn't for a *Pre-Existing Condition*. (Refer to Section 8 glossary)

4.3.4 The Member shall contact Police Mutual Claims Service to request authorisation to attend a Consultation by calling 0208 049 8383.

Once authorised, the Beneficiary will be asked to pay a *Member Contribution* to the *Approved Clinic or Hospital*. (This will only apply to the first claim of each scheme year). *Police Mutual Claims Service* will arrange the appointment directly at one of the *Approved Clinic or Hospital*.

Members requiring *treatment* in Northern Ireland please refer to the welcome letter for claims contact details.

Treatment on the Isle of Man is subject to availability.

If the *Beneficiary* undergoes a *Consultation* without first receiving the written authorisation of the *Police Mutual Claims Service*, the *Company* shall be under no obligation to pay any *Benefits*.

- 4.3.5 During your *Consultation*, should the *Specialist* require any tests, these must take place at an *Approved Clinic or Hospital* that *Police Mutual Claims Service* propose. In the case of MRI or CT scans, written permission must be obtained from the *Police Mutual Claims Service* prior to an appointment being made.
- 4.3.6 Where *treatment* is required the *Beneficiary* should contact the *Police Mutual Claims*Service to request authorisation for the recommended treatments or tests on 0208 049 8383 or email policemutual@healix.com.
 - Members requiring *treatment* in Northern Ireland please refer to the welcome letter for claims contact details.
- 4.3.7 Once a claim is authorised the authorisation letter will be emailed or posted to the Member. Treatment can then be received at an Approved Clinic or Hospital that the Police Mutual Claims Service propose.
- 4.3.8 Members living within our calculation of a 45 minute drive time of one of the *Police Mutual Claims Service Approved Clinic or Hospital* will have their *Consultation* and *treatment* authorised there, subject to availability and their required medical specialism.
- 4.3.9 If no *treatment* is required at or following the appointment with the *Specialist*, or the procedure or operation suggested is not within the definition of *treatment* then no further action is necessary and no further *Benefits* will be payable.
- 4.3.10 If during a period of treatment, a Member ceases to be a Member, the Company shall not be responsible for the cost of the Beneficiary's treatment forthwith from the date the Member ceases to be a Member. This will apply even where treatment was preauthorised by us.
- 4.3.11 The written authorisation letter to proceed with the *treatment* must be produced at the time of admission to the *Approved Clinic or Hospital*. If the *Beneficiary* undergoes any *treatment* without first receiving the written authorisation of the *Police Mutual Claims*Service, the Company shall be under no obligation to pay any *Benefits*.
- 4.3.12 In order to process the Medical Claim fairly and quickly it may be necessary for the *Police Mutual Claims Service* to obtain a medical report from a *Beneficiary's GP* or *Specialist*. The obtaining of the medical report in this manner is governed by the Medical Reports Act 1988 and the Access to Personal Files and Medical Reports (Northern Ireland) Order 1991 for members in Northern Ireland. If the *Beneficiary* refuses to give consent for the *Police Mutual Claims Service* to obtain the medical report, then *the Company* may not be able to process the Medical Claim or give consideration to the application and therefore no *Benefits* may be payable. Any charges relating to medical reports will be payable by the *Member*.
- 4.3.13 The Company does not pay for costs relating to treatment, or transfers to or from, NHS hospitals, unless these are agreed, under exceptional circumstances before admission. For further items not covered by the Healthcare Scheme see Section 4.2.1.

4.3.14 Where the *Police Mutual Claims Service* determines to pay a partial contribution towards the fees or costs of the *treatment*, home nursing, hospital accommodation or any other *Benefits* referred to in rule 4.1, *the Company* shall pay the agreed authorised amount directly to the service provider. The claim process in rule 4.3 must be followed. The remaining balance will be payable by the *Member* directly to the service provider.

4.4 Rights of Recovery by the Company against Third Parties

- 4.4.1 If the medical *Consultation* or *treatment* required by a *Beneficiary* is for an injury, condition or illness which was caused by a *Third Party* or the *Beneficiary* is able to claim for the costs of medical *Consultation* or *treatment* through an insurer or scheme other than the *Healthcare Scheme* (an Other Scheme) the *Beneficiary* must notify the *Police Mutual Claims Service* of this fact during the claims process and the following provisions of this rule 4.4 shall apply.
- 4.4.2 Where a *Beneficiary* has an Other Scheme they shall take all reasonable steps as are required by the Other Scheme to claim for their medical *Consultation* and *treatment* costs before requesting the *Healthcare Scheme* to consider paying any *Benefits*. The *Police Mutual Claims Service* may request documentation regarding the *Beneficiary*'s reasonable steps in obtaining medical *Consultation* and *treatment* under the Other Scheme before making any decision as to whether or not to provide *Benefits* under the *Healthcare Scheme*.
- 4.4.3 If the Company nevertheless pays any Benefits in circumstances where the Beneficiary has a right to recover such sums from their insurers, a Third Party or the Third Party's insurers (the Claim):
- 4.4.3.1 the Member and their Family Members will take such lawful action as the Company may reasonably request (including instructing professional advisers as approved by the Company and taking all necessary legal action) to pursue the Claim to recover the Benefits paid by the Company;
- 4.4.3.2 to the extent permitted by law, the Member and their Family Members at the request of the Company allow the Company to have absolute control of the conduct of the Claim or proceedings using, where necessary, the name of the Beneficiary, in so far as the conduct of the Claim is or the proceedings are capable of being dealt with separately from any other claim.
- 4.4.4 Where a *Beneficiary* makes a Claim, the *Member* concerned shall immediately notify the *Police Mutual Claims Service* of this fact and give the *Police Mutual Claims Service* full details of the Claim.
- 4.4.5 The Member shall, and shall ensure that their Family Members shall, amend any Claim against their insurers, the Third Party or the Third Party's insurers as reasonably required by the Company to ensure that as far as possible all Benefits paid by the Healthcare Scheme are recovered.
- 4.4.6 The *Member* shall, and shall ensure that their *Family Members* shall, at all times provide the *Company* with such information, documents and/or correspondence relating to the Claim as the *Company* may reasonably require.
- 4.4.7 The *Member* shall ensure that neither they or their *Family Members* nor their professional advisers shall agree to settle a Claim without the written consent of *the Company*, such consent not to be unreasonably withheld or delayed.
- 4.4.8 Where a *Beneficiary* receives or recovers from their insurers, the *Third Party* or the *Third Party*'s insurers any sums relating to the *Benefits* and/or the Claim, the *Member* concerned shall ensure that they and their *Family Member* shall repay to *the Company* such sums (without any deduction) as represent the *Benefits* paid by *the Company* in respect of the condition, illness or accident forming the subject of the Claim.

- 4.4.9 A Beneficiary is obliged to bring a Claim where they are entitled to do so and the Member concerned shall procure that they or their Family Member include in their Claim any Benefits.
- 4.4.10 If a *Beneficiary* is unable to bring a Claim due to death or bankruptcy then, to the extent permitted by law, the *Member* concerned shall use their best endeavours to procure that they or their *Family Member* concerned's executors, personal representatives or trustee in bankruptcy (as the case may be) allow *the Company* to have absolute control and conduct of any Claim or proceedings relating to the recovery of any sums paid to or on behalf of the *Beneficiary* against the *Beneficiary*'s insurers, the *Third Party* or the *Third Party*'s insurers.
- 4.4.11 If a Member or any Family Member of theirs fails to comply with the provisions of this rule, then the Company reserves the right to reclaim all Benefits from the Member personally.

5. General

- 5.1 To ensure that the information which the Company maintains about the Healthcare Scheme Members is accurate, Members shall immediately notify the Company of any change of particulars such as for example, a change of name, address or contact details by calling the Sales and Service team on 0151 242 7640 or emailing healthcare@policemutual.co.uk
- 5.2 Subject always to the provisions of rule 5.3, no provision of these rules is enforceable by any person other than *the Company* or a *Member* and no *Third Party* shall be entitled to enforce any of these rules whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 5.3 All Benefits provided under these rules are granted at the absolute discretion of the Board, whose decision shall be final and binding.
- 5.4 If there is any dispute as to the interpretation of any of these rules, the decision of the *Board* shall be final and binding.
- 5.5 These rules may be revoked, supplemented or varied, from time to time or new rules introduced by a resolution of the *Board*. Minor alterations or alterations which the *Board* consider in their absolute discretion to be necessary or required to comply with the law will take effect immediately. Any other changes to the rules shall take effect no earlier than 30 days from the resolution date. A copy of the current rules are available on the website or upon request.
- 5.6 The Company and Police Mutual Claims service will hold and use information which any Beneficiary provides to the Company for the administration of the Healthcare Scheme and for any other purpose associated with the Healthcare Scheme. The Company may disclose such information to those involved in the provision of any benefits under the Healthcare Scheme (including those involved with any treatment or care). Medical information will be kept confidential and will be disclosed only to those involved with the treatment or care of a Beneficiary, including GP's and their agents. The Company may on occasions wish to inform a Beneficiary of products and services which it considers may be of interest to them. A Beneficiary can ask not to receive such materials by writing to the Company.
- 5.7 The *Board* may at any time delegate any of their duties or powers to one or more members of the *Board* or to any person or organisation they deem appropriate on such terms as they may decide.
- 5.8 The *Healthcare Scheme* and these rules shall be governed by and construed in accordance with English Law.

5.9 How to Make a Complaint

We endeavour to provide the best possible service, however if you do have any cause for complaint about the *Healthcare Scheme* or the handling of any claim, you can make your complaint by telephone, or in writing. Please follow the complaints procedure below:

If you have a complaint regarding the sale or service of your membership, please contact:

Post: Police Mutual Healthcare, 3rd Floor, Exchange Station Tithebarn Street

Liverpool L2 2PQ

Email: healthcare@policemutual.co.uk

Telephone: 0151 242 7640

If you have a complaint about the handling of a claim, please contact:

Post: Police Mutual Claims Service,

Healix Health Services. 5th Floor, 3 Temple Quay Redcliffe. Bristol

United Kingdom BS1 6D7.

Email: policemutual@healix.com Telephone: 0208 049 8383

In all correspondence, please tell us you are a Police Mutual Healthcare *Member* and provide your Membership number. This will help us to confirm your membership details and deal with your complaint as quickly as possible. Following our complaints procedure does not affect your legal rights as a consumer. For further information, you can contact the Citizens Advice Bureau or Trading Standards.

5.10 Centre for Effective Dispute Resolution

If we have not completed our investigations into your complaint within 8 weeks of receiving your complaint, or if you are unhappy with our Final Response, you may ask the Centre for Effective Resolution (CEDR) to look at your complaint. If you decide to contact them, you should do so within 6 months of receiving our Final Response Letter. For more information regarding their scope, please refer to

www.cedr.com/consumer
Centre for Effective Resolution.

100 St. Paul's Churchyard, London EC4M 8BU

Tel: 0207 536 6000

email: applications@cedr.com

6. Notices

- 6.1 Any notice or other communication to be given by a *Member* to *the Company*, or the *Board* shall be in writing and shall be served by addressing it to *the Company* marked for the attention of the *Board* and delivering it personally (which includes delivery by courier) or sending it by pre-paid first class post to the registered office of *the Company* or by electronic communications to the healthcare email address. Any such notice shall be deemed to have been received:
- 6.1.1 if delivered personally, at the time of delivery;
- 6.1.2 in the case of pre-paid first class post or email 48 hours from the date of posting or transmission.
- 6.2 Any notice or other communication to be given by the Company or the Board to a Member may be served by delivering it personally (which includes delivery by courier) or sending it by pre-paid first class post to the address of the Member in the register of Members of the Healthcare Scheme or last known residential address or by electronic communications to the email address which has been given by the Member to the Company for communications or (in the case of Members who are serving police officers) to the Member either using the internal intranet of the police force of whom the Member serves or the global email system of such police force. Any such notice shall be deemed to have been received:
- 6.2.1 if delivered personally, at the time of delivery;
- 6.2.2 in the case of pre-paid first class post 48 hours from the date of posting;
- 6.2.3 in the case of electronic communications 48 hours from the time of transmission.
- 6.3 In proving such service, it shall be sufficient to prove that the envelope containing such notice or communication was addressed to the address of the relevant person set out in rule 6.1 or 6.2 and delivered either to that address or into the custody of the postal authorities as a pre-paid 1st class letter, or that the notice or communication was transmitted to the electronic address of the relevant person referred to in rule 6.2 or posted on the relevant intranet site.
- Any notice shall be deemed to have been given to the personal representatives of a deceased person, notwithstanding that no grant of representation has been made in respect of their estate in England, if the notice is addressed to the deceased person by name or to their personal representatives by title and is otherwise sent or transmitted in accordance with rule 6.2 or posted on the relevant intranet site.

7. Privacy Policy

7.1 How we will use your personal data

PMHC Limited (Police Mutual) is committed to respecting and protecting your personal data. This sets out what we will do with your information and the arrangements we will make to keep that information private and safe. It also explains your rights.

If you have any questions or comments regarding this privacy notice, or if you're not happy with the way we use your information, please contact us using the following details:

- Post: 4th Floor, 24 Old Bond Street, London W1S 4AW.
- Email: datacontroller@bspokegroup.co.uk

7.2 What information do we collect about you?

The information we collect about you varies depending on the reason for the interaction but may include:

- Personal information and contact details such as name, date of birth, National Insurance Number and address
- Job title and employment details
- Lifestyle and social circumstances
- Information about your physical and mental health
- Information about family members
- Details of when you contact us and when we contact you
- We may supplement the data we collect about you with information we obtain from third parties. Before we use this information, we ensure that the third party is permitted to share such information with us.
- Online information for example Cookies and IP address (your computer's internet address), if you use our websites

7.3 How will we use the information we collect?

We will use the information we collect about you in the following ways:

- To provide you with a Healthcare Plan and to administer that plan
- To enable the processing of claims
- To notify you about important changes or developments to the features and operation of products and services
- To carry out market and brand research and analysis
- To develop, test the performance of and manage our brands, products, services and internal processes
- To develop new products, services and propositions
- To inform you about products, services, offers, competitions and promotions
- To administer offers, competitions and promotions
- To show you selected content and advertisements via social media (for example, using Facebook Custom Audiences and Google Custom Match). You can use the preference settings of the social media provider to manage how and if these appear. For more information view our Social Media Policy at www.policemutual.co.uk
- To develop and test the effectiveness of marketing activities
- We may analyse your personal data to create a profile so that we can contact you with information relevant to you. When building a profile, we use Experian software, to provide us with insight into our customers. The software uses a variety of publicly available and market research sources to divide the population into a series of categories. The categories are a way of grouping people who are likely to have similar social, demographic (i.e. age, location) and financial circumstances.

 The results are assessed and combined so we get a picture of our customers as a whole, and tailor the products and services we provide

We are required by law to have a specific reason for collecting and using your personal data:

- We rely on the contract between us when providing products and/or services
- In certain circumstances, we have a legal obligation to disclose your personal information to a *third party*.
- To pursue our legitimate interest provided your fundamental rights are not overridden, for example, to conduct market and brand research, undertake product, service and proposition development and direct marketing by post and telephone

 We rely on consent when we process certain categories of data such as health information and details of criminal convictions. We also rely on consent when using your information for direct marketing activities by SMS and email

7.4 Who might we share your information with and why?

We might share your information with *third parties* in certain circumstances including those listed below:

 Healix who are a claims administration service who act on our behalf. If you need to make a claim information about your medical condition may be shared with relevant healthcare providers

The companies trading as Police Mutual as listed below in order to keep your information up to date and for direct marketing purposes:

- PMGI Limited, which is an insurance intermediary, provides a referral service for mortgage advice and independent financial advice, savings products, personal loans, protection products and wellbeing activities.
- Within our group of companies, our agents and third parties who provide services to us
- Insurers/Reinsurers
- Claims Third party administrators
- Complaints Third party administrators
- Loss adjusters
- Regulatory authorities
- Fraud prevention agencies
- Legal & crime prevention agencies
- Any additional parties who may communicate with us on your behalf, provided they
 have the necessary permission
- Other parties that have or may acquire control or ownership of our business (and our
 or their professional advisers) in connection with a significant corporate transaction
 or restructuring, including a merger, acquisition, asset sale, initial public offering or
 in the event of our insolvency –usually, information will be anonymised, but this may
 not always be possible. The recipient of any of your personal data will be bound by
 confidentiality obligations
- Providers of healthcare services that are included in your membership

7.5 What precautions do we take to protect your information?

We take appropriate technical and organisational measures to prevent the loss, misuse or alteration of your personal information.

If personal information is processed outside of the UK we will ensure that adequate safeguards to protect data are in place, such as, appropriate contractual arrangements and assurances. Assurances may include recognised certification schemes, such as, the US Privacy Shield.

In the event of a personal data breach we will notify you and the Information Commissioner's Office if we are legally required to do so, or there is a risk to your rights and freedoms as a result of the breach.

View our Security Policy at https://www.policemutual.co.uk/security-and-legal/for more information.

7.6 How long do we keep hold of your information?

We will retain a record of your personal information for as long as you are a *Member* of the *Healthcare Scheme*. We will also retain that information for a period of time after you cease holding Healthcare membership to ensure we are able to comply with applicable regulatory and legal requirements. Typically, this means we will retain your information for one to seven years.

7.7 Your rights

Where you have given consent to use your personal data, you have the right to withdraw that consent at any time by emailing nomarketing@policemutual.co.uk or by calling 0151 242 7640. Without your consent, the service we provide may be limited.

You have the right to request a copy of the information that we hold about you.

In some specific circumstances you may have the right to request that we provide you with the information we hold about you in an electronic format so that you can transfer it to another provider.

We want to make sure that your personal information is accurate and up to date. You can ask us to correct information you think is inaccurate.

In certain circumstances, you may have the right to object to us using your personal information, to restrict processing of your information, or to have your information deleted. You also have the right to object to your personal data being used for direct marketing purposes.

For more details or to exercise any of these rights, please contact our Sales & Service Team on 0151 242 7640 or write to us at: Police Mutual, Customer Services, 3rd Floor, Exchange Station, Tithebarn St, Liverpool, L2 2PQ. We will provide a response within 30 days, if not sooner. There is normally no charge for exercising any of your rights.

7.8 Complaints

If you have any concerns about the way we use your information, you can raise these with us by following our complaints procedure. To find out more call 0151 242 7640. You also have the right to refer your complaint to the Information Commissioner's Office at ico.org.uk or by calling 0303 123 1113.

You can view a full copy of our privacy policy at www.policemutual.co.uk

8. Glossary

Some words or phrases used in these rules have special meanings and these meanings are (unless the context otherwise requires) given below and the word will be highlighted in italic font throughout the document.

Any reference to a Member shall include Family Member where appropriate.

Αp	proved	Clinic
٥r	Hospita	d .

means a medical facility authorised to carry out *treatment* and *Consultations* for Healthcare Members of Police Mutual. Details are available by contacting the *Police Mutual Claims Service* at any time or when making a claim.

Beneficiary

available by contacting the *Police Mutual Claims Service* at any time or when making a claim.

means a *Member* and any *Family Member* of a *Member*;

Benefits

means any sums paid to or on behalf of a Beneficiary under the

Healthcare Scheme in accordance with these rules.

Board

means the *Board* of directors of *the Company* from time to time or the directors of *the Company* present at a duly convened meeting of the directors of *the Company* at which a quorum is present.

Chronic Condition

means a medical condition with at least one of the following

- characteristics:

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

Consultant

means a Fellow of the Royal College of Surgeons or a Fellow of the Royal College of Physicians.

Consultation

means attendance with a *Consultant* or *Specialist* to receive an opinion on the state of the *Beneficiary's* health in respect of any matter falling within the scope of *treatment* or proposed *treatment* but does not include *treatment* required prior to, during or after such attendance.

the Company

means the PMHC Limited (a private company limited by shares and registered in England and Wales under number 3018474) whose registered office is Brookfield Court, Selby Road, Leeds, LS25 1NB.

Expelled Member

means a *Member* who has been expelled by the *Board* in accordance with the rules contained in Appendix A.

Family Member

means the immediate family specifically named and nominated by the *Member* and accepted by *the Company* as a *Family Member* of that

Member.

Financial Limits

means without prejudice to the discretionary nature of the provision of the *Benefits*, the maximum amount payable in respect of *Benefits* as reviewed and set by the *Board*.

GP

means general medical practitioner.

Healthcare Scheme

means the *Healthcare Scheme* operated by *the Company* from time to time, details of which are set out in these rules.

Main Member

means the first person on the application form and the person who

pays the subscription payments.

Member means any person who has been accepted for membership and

continues in membership as a Member of the Healthcare Scheme from

time to time as determined by these rules.

Member Contribution is a fixed amount of £150 that a Member pays when their first treatment

> each year (January to December) is authorised. Each Member only needs to pay once per year, no matter how many claims are authorised. The Member pays the hospital or clinic where they receive treatment,

and they will explain how they will collect the payment.

If a Member's treatment carries over into the next year, this will be treated as a new claim and a new Member Contribution will be payable.

NHS means the National Health Service.

Open Referral means General Practitioners referring patients to any Consultant with

a particular specialism for treatment rather than explicitly naming

a specific Consultant.

Police Mutual means the claims team who administer on our behalf any Claims made

under this

Claims Service Scheme. This service is operated by Healix Health Services Limited.

Pre-Existing Condition means any injury, illness or condition, suffered in the 5 years prior to ioining the Healthcare Scheme:

(i) for which medical advice, attention or treatment has been received

by the Beneficiary.

(ii) of which the Beneficiary was aware or ought reasonably to have been aware, but for which no medical advice, attention or treatment was sought, in either case at any time during the 5 years prior to the date the Member joined the Healthcare Scheme and any related illness, injury or condition which arises at any time whether prior to or after

such date.

Specialist means a medical expert that is qualified in a specific field of health

or wellbeing. For example a doctor, healthcare or mental health

professional, osteopath, physiotherapist or chiropractor.

Third Party means any person or entity other than the Beneficiary.

Treatment means medical treatment, examinations, tests, procedures, operations,

> scans, surgery, whether in-patient or out-patient but excluding any medical treatment, examinations, tests, procedures, operations, scans or surgery which comprise of or are connected with any of the exclusions

set out in 421

Appendix A - Expulsion and Removal Procedure and Appeals

- 1.0 Before any Member is expelled by the Board pursuant to the provisions of this Appendix, or a Family Member is removed from the status of Family Member. (such Member or the Member of the Family Member concerned being referred to in this Appendix as the Applicant) a notice (the Notice) shall be served on the Applicant setting out the grounds for the proposed expulsion or removal and in the case of an expulsion of a Member where the proposed expulsion is by reason of a breach of these rules and such breach is capable of remedy, setting a time limit, which shall not in any event exceed seven working days, within which the breach shall be remedied. If the proposed expulsion is for a reason other than a breach of these rules or if the breach is not capable of remedy or is not remedied within the time limit stipulated in the Notice or in the case of the removal of the status of Family Member then as the case may be the Member may then be expelled in accordance with this appendix or the Family Member removed from the status of Family Member under rule 7.
- 2.0 Any applicant may appeal to the *Board* against such expulsion or removal. The appeal process shall be administered as follows:
- 2.1 The Applicant may set out in writing the grounds for appeal in a written statement of no more than 500 words (the Statement) and deliver the Statement to the Board within 14 days of being notified of their expulsion or removal. No appeal will be heard in respect of Statements delivered after the expiry of this 14 day period without the permission of the Board.
- 2.2 Upon receipt of the Statement, the *Board* shall meet within 30 working days of the Statement having been lodged and will promptly notify the Applicant of the hearing date.
- 2.3 The Applicant (and in the case of the removal of a Family Member, with the consent of the Board, the Family Member concerned) may attend the Board hearing, together with a representative of their selection, and may read out the Statement and/or make reasonable representations as may be relevant to the appeal.
- 2.4 Once the *Board* hearing has concluded, the *Board* will deliver their verdict within five working days and such verdict will be final and binding.
- 2.5 If the appeal is upheld, as the case may be the *Member* will be re-admitted to the *Healthcare Scheme* or *Family Member* reinstated as a *Family Member* on the same terms as they previously enjoyed. If the appeal is not upheld as the case may be the *Member* will remain expelled and no subscription shall be refunded to them and the *Family Member*'s status as a *Family Member* shall remain withdrawn.
- 3.0 The Board reserves the right to suspend any Member's membership or Family Member's status as a Family Member whilst it conducts an investigation as to whether or not as the case may be the Member should be expelled or Family Member removed of their status. During the suspension period of a Member, the Member shall not pay any subscriptions nor shall any Benefits or payments be paid to or on behalf of the Beneficiary. During the suspension period of a Family Member the Member shall pay subscriptions calculated as if the Family Member was not a Family Member and no Benefits or payments shall be paid to or on behalf of the Family Member.
- 4.0 Even if the *Healthcare Scheme* continues to accept subscriptions from a *Member*, after the *Company* becomes aware of facts or circumstances that give rise or may give rise to grounds for expulsion or removal as set out in this Appendix, the rights reserved to the *Board* this Appendix shall not be prejudiced, notwithstanding that the *Healthcare Scheme* has received and accepted such further subscriptions and/or continued to pay *Benefits* to or on behalf of a *Beneficiary*.

- 5.0 The *Healthcare Scheme* expressly reserves the right to recover from an Applicant any amounts outstanding or due to the *Healthcare Scheme* and any sums paid to or on behalf of such Applicant and/or their *Family Members*.
- 6.0 Subject to rule 7, Family Members, aged 18 or over, that were entitled to be a Beneficiary as a result of their relationship with an Expelled Member shall, unless determined otherwise by the Board, be entitled upon the expulsion of the Member to apply to become a Member of the Healthcare Scheme subject to the payment of all subscriptions and other sums payable to the Healthcare Scheme.
- 7.0 If any Expelled Member ceases to be eligible then any Family Member that became a Member as a result of the provisions of rule 6 shall cease to be entitled to be a Member and such Member shall cease to pay subscriptions and receive any further Benefits with effect from the date that the Expelled Member ceases to be eligible (the Cessation Date). A Member who is no longer entitled to be a Member under this rule 7 shall as soon as possible notify the Healthcare Scheme of the fact that the Expelled Member is no longer eligible and of the Cessation Date. The Healthcare Scheme expressly reserves the right to recover from any Member that ceases to be entitled to be a Member under this rule 7, any Benefits or payments paid to or on behalf of such Member after the Cessation Date.

We serve only the Police family

Serving or retired Police Officers and Specials



Serving or retired Police Staff



Your partner and your wider family

- ✓ Parents
- ✓ Brothers and sisters
- ✓ Children and grandchildren
- ✓ Parents-in-law
- ✓ Brothers and sisters-in-law
- ✓ Nieces and nephews



For more information: **Visit policemutual.co.uk**





PMHC Limited, trading as Police Mutual, is registered in England and Wales No. 03018474. Registered office: Brookfield Court, Selby Road, Leeds, LS25 1NB. For your security, all telephone calls are recorded and may be monitored.