

The Police Healthcare Scheme (PHS) Rules

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All benefits provided under the healthcare scheme are granted at the absolute discretion of the Board

1. Introduction

- 1.1 These are the rules of the Healthcare Scheme for the ring fenced Members following the closure of the Scheme to new joiners on the 1st May 2013 and shall replace any previously issued versions of the rules with effect from 1 October 2023.
- 1.2 Some words or phrases used in these rules have special meanings and these meanings are (unless the context otherwise requires) given below:

“Approved Clinic or Hospital”	means a medical facility authorised to carry out Treatment and Consultations for Members of the Healthcare Scheme. Details are available by contacting the Healthcare team at any time or when making a claim.
“Beneficiary”	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.
“Career Break”	means an extended period of unpaid leave from work under a scheme available from an individual's employer and includes unpaid maternity or paternity leave.
“Chronic Condition”	means a disease, illness or condition of long duration, often involving very slow changes and often of gradual onset, that requires continuous or on-going treatment and does not imply anything about the severity of the disease, illness or condition and includes (without limitation) conditions such as asthma, diabetes and arthritis.
“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 pursuant to such attendance.
“the Company”	means PMHC Limited (a private company limited by shares and registered in England and Wales under number 3018474) whose registered office at the date of adoption of these rules is Brookfield Court, Selby Road, Leeds, LS25 1NB.
“Declared Partner”	means the declared partner of any Ordinary Member or Staff Member (whether or not of the opposite sex).
“Expelled Member”	means a Member who has been expelled by the Board in accordance with rule 2.7.
“Family Member”	means subject to the provisions of rules 2.7 and 2.10 and Appendix 4 any of the following who from time to time are specifically named and nominated by the Member and accepted by the Company as a Family Member of that Member: (i) the legal spouse or civil partner of an Ordinary Member or Staff Member; (ii) the Declared Partner of an Ordinary Member or Staff Member; or (iii) natural or adopted child or children of any age of an Ordinary Member or a Staff Member or of their spouse, civil partner or Declared Partner; and for the avoidance of doubt none of the above shall be or be treated as or regarded as being a Member for any purpose.
“Financial Limits”	means without prejudice to the discretionary nature of the provision of the Benefits, the maximum amount payable in respect of Benefits as set by the Board for each financial year. The current limits are set out in Appendix 2.
“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.
“Medical Claim Form”	means a claim form or telephone claim form to be completed by a Member and where necessary the Family Member in respect of Treatment.

“Medical Relevant Date”	means in the case of a Consultation each date up to and including the date the Consultation takes place, in the case of Treatment means each date up to and including the date that Treatment finishes and in the case of home nursing costs and hospital accommodation expenses, means each date up to and including the date that the home nursing or hospitalisation finishes.
“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.
“NHS”	means the National Health Service.
“Ordinary Member”	means a healthcare Member who is a Serving or Retired Officer.
“Open Referral”	means General Practitioner (GP) referring patients to any consultant with a particular specialism for treatment rather than explicitly naming a specific consultant.
“Qualifying Police Organisation”	means any of the following: (i) any police force in England and Wales; (ii) police force in Scotland; (iii) Company; and (iv) any other person or organisation which in the opinion of the Board is allied to or associated with policing or the welfare of police officers or former police officers and their dependants and which the Board resolve to be included within the scope of this definition “Qualifying Police Organisation”.
“Pre-Existing Condition”	means any injury, illness or condition, suffered in the 5 years prior to joining the health scheme: (i) for which medical advice, attention or treatment has been received by the Beneficiary ;or (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 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.
“Procedure Codes”	means a standard coding system for all private medical procedures and is used in the UK private medical sector. Your consultant or hospital staff will refer to these codes during your meetings with them and in any correspondence.
“Retired”	means no longer an officer in or employed by a Qualifying Police Organisation by reason of: (i) retirement, as defined by that person’s Qualifying Police Organisation; and (ii) (in the case of a person who is an officer in a Qualifying Police Organisation also includes) the retirement of that officer under Regulation A19 of the Police Pension Regulations 1987, as modified or re-enacted from time to time; and (ii) (in the case of a person who is not an officer but is employed by a Qualifying Police Organisation also includes) redundancy as defined by that employer.
“Serving or Retired Officer”	means any of the following: (i) Police officers of any rank (including special constables) who are in active service whether on a full or part time basis or on a Career Break with a Qualifying Police Organisation. (ii) Retired police officers (including special constables) who would have qualified under paragraph (i) but for their retirement and who were Members immediately prior to their retirement and (unless such retirement was by reason of the operation of Regulation A19 of the Police Pension Regulations 1987, as modified or re-enacted from time to time) for at least two years consecutively immediately prior to their retirement of the Healthcare Scheme.
“Staff Member”	means a Healthcare Member who is Serving or Retired Staff.
“Specialist”	means a specialist doctor or healthcare 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 Appendix 3.
“West Midlands Police”	means the West Midlands Police force and any other police force with which the West Midlands Police force is merged from time to time.

Other words and phrases are given definitions elsewhere in these rules.

References to the masculine (“him”, “his” or “he”) in these rules include a reference to the feminine (“her”, “hers” or “she”) and neuter and vice versa. Reference to the singular includes a reference to the plural and vice versa.

- 1.3 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.

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 has completed an application in a form and manner approved by the Board from time to time or in respect of those persons who were already Members immediately prior to the date of adoption of these rules, were acknowledged by the Company as being Members; and
- 2.1.2 is a Serving or Retired Officer or Serving or Retired Staff;
- 2.1.3 is a bereaved spouse, partner or Declared Partner, natural or adopted child aged 18 or over of a deceased Ordinary Member or Staff Member;
- 2.1.4 is a natural or adopted child aged 18 or over of the spouse, civil partner or Declared Partner of a deceased Ordinary Member or Staff Member;
- 2.1.5 is eligible to join under paragraph 6 of Appendix 4;
- 2.1.6 at the time of the application, is a Family Member of and a natural or adopted child aged 18 or over of:
- 2.1.6.1 Serving or Retired Officer or Serving or Retired Staff; or
- 2.1.6.2 the spouse, civil partner or Declared Partner of a Serving or Retired Officer or Serving or Retired Staff;
- 2.1.7 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.
- 2.2 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.
- 2.3 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. This register may be in electronic format and shall contain such information concerning the Members as the Company deems necessary or desirable in order to facilitate the operation of the Healthcare Scheme.
- 2.4 Any Member may cancel their membership at any time by notifying the Company of their request to cancel by telephone, email, or post. When a Member cancels their membership, any associated Family Members will also have their membership cancelled. 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 healthcare team 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 within a Qualifying Police Organisation, 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).

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

- 2.5 The Board may terminate the membership of a Member by giving the Member not less than 30 days' notice in writing and 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.
- 2.6 Any Ordinary Member or Staff Member who ceases to be a Serving or Retired Officer or Serving or Retired Staff shall automatically cease to be a Member at the close of business on the last day of the calendar month during which such cessation occurs. Such Member shall immediately notify the Company in writing if any of these events occur.
- 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 furnishing or omitting to furnish the Company with all material facts or otherwise dishonestly securing such benefit or payment; or
- 2.7.3 complete a Medical Claim Form in a manner in which the Member or Family Member knowingly or recklessly omits a material fact or knowingly or recklessly includes an incorrect or incomplete fact, or fails to supply such other documents as may be requested by the Company; or
- 2.7.4 make a dishonest or fraudulent claim of whatever kind; or
- 2.7.5 commit any 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, after following the procedure set out in paragraph 1 of Appendix 4, resolve to expel the Member or Family Member forthwith from the Healthcare Scheme and the provisions of paragraph 2 of Appendix 4 shall apply regarding the appeal of any decision to expel. 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 2.1.3.
- 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 date of cessation 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 date of cessation of the membership.

3. Subscriptions

- 3.1 Each Member shall pay a monthly subscription in order to remain a Member. 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. The current monthly subscription rates are set out in Appendix 1.
- 3.2 The subscription shall be paid by deduction from the Member's salary/pension or by direct debit. Any other payment method would need to be reviewed on a case by case basis and agreed by the Board.
- 3.3 From time to time, the Board may increase the subscription rates for the Healthcare Scheme. When such rates are increased, the Board shall take reasonable steps to notify Members of the increase in using the email or postal address on file. It is the Member's responsibility to provide updated

contact details when these change. When the rates are increased the onus shall be on the Members to increase their payments whether such payments are made by cash, cheque, standing order or otherwise. 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.

- 3.4 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:
 - 3.4.1 up to a maximum of 12 months of subscriptions where payment continues after the death of a Member; and
 - 3.4.2 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 Medical Relevant Date in accordance with Appendix 1, may or their Family Members may, at the absolute discretion of the Board, be entitled to benefit from the following:
 - 4.1.1 **Consultations**
 - 4.1.1.1 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 4.2 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 4.2 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. We do 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.
 - 4.1.2.3 The procedure code submitted on your claim will allow Company to 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 4.2 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 in-patient 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 Services**
 - 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; or
visit policemutual.gpsurgery.uk.com

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.

Please see policemutual.gpsurgery.uk.com for more information.

What's included in your membership (subject to Annual Financial limits).

Treatment	Treatment includes	Cover
In-patient treatment	Accommodation and nursing	Fully covered* In Nuffield, Spire and Circle hospitals
	Ancillary services Operating theatre, drugs, dressings and surgical appliances used in connection with treatment and diagnostic procedures including pathology, X-rays and all medical scanning and imaging techniques	Fully covered*
	Accommodation charges For one parent or guardian accompanying a dependant under 10 years old	Covered 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*
Day case treatment	Accommodation Ancillary and diagnostic procedure charges	Fully covered*
	Surgeons' and anaesthetists' services	Covered
Out-patient treatment	Consultations	Covered Up to £600 a year
	Diagnostic procedures Including pathology, X-rays, ECGs and all medical scanning techniques	Covered Up to £1,000 a year
	Treatment Including physiotherapy, osteopathy, chiropractic, psychiatry and psychology where provided by a practitioner recognised by the PMHC scheme	Covered Up to £600 a year
24/7 GP consultation service	Worldwide telephone access to fully qualified, practicing GP's. eConsultations and private prescription medication	Private GP Telephone Consultations 24 hours a day, 7 days a week provided by HealthHero
Other services	Nursing-at-home Following in-patient or day case treatment and provided by a registered nurse under the direction of a specialist	Covered Up to £1,000 a year
Cash benefit	Non-emergency in-patient treatment We will only consider a claim for treatment that would be authorised under the Scheme rules and has a minimum of 1 night stay. We do not cover any treatment following an emergency admission or transfer from an NHS hospital or inpatient admissions for drugs/monitoring. The Scheme does not cover the cost of any emergency treatment or procedures.	Covered £250 per night up to a maximum of 21 nights per year

* within £30K yearly claims limit. Appendix 3 sets out what is not included in your membership.

4.2 **Rules for Claims Procedure**

- 4.2.1 Any Beneficiary who may be eligible for a Consultation under the Healthcare Scheme shall make an appointment with their GP as soon as possible.
- 4.2.2 If at that appointment, the GP makes a diagnosis and no referral to a Specialist is recommended then no further action is necessary.
- 4.2.3 If the GP recommends a referral to a Specialist, then the Member shall request an Open Referral 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.
- 4.2.4 The Member shall contact the Company to request authorisation to attend a consultation by calling 01543 441 630.
Once agreed, Police Mutual will transfer the Member through to a booking line at one of our approved hospitals to arrange the appointment. A copy of the claim form will be emailed or posted to the Member.
If the Beneficiary undergoes a Consultation without first receiving the written authorisation of the Company, the Company shall be under no obligation to pay any Benefits.
- 4.2.5 During your consultation, the Beneficiary or the healthcare professional should use the claim form to record any tests or treatment, including the procedure code being recommended.
Should the Specialist require any tests, these must take place at an approved Clinic or Hospital that we propose. In the case of MRI or CT scans, written permission must be obtained from the Company prior to an appointment being made.
- 4.2.6 A contribution of £50 will be payable by the Member for outpatient treatments, including physiotherapy, chiropractic and osteopathic treatments, psychiatric and psychological treatments; as well as MRI and CT scans. All the above must be pre-authorised by the claims office before you can proceed. In the case of surgical or follow on procedures a further £50 will be payable by the Member. The contributions payable by the Member are per episode of treatment, up to a maximum of £100.
- 4.2.7 Where Treatment is required the Beneficiary should contact the Healthcare team to request authorisation for the recommended treatments or tests on 01543 441 630 or email the completed claim form to healthcare@pmas.co.uk or by post to PMHC, Building 3, Lichfield South, Birmingham Road, Lichfield, WS14 0QP.
- 4.2.8 Once a claim is authorised, an authorisation letter will be emailed or posted to the Member. Treatment can then be received at an approved Clinic or Hospital that we propose.
- 4.2.9 Members living within our calculation of a 45 minute drive time of one of our approved hospitals or clinics will have their consultation and treatment authorised there, subject to availability and their required medical specialism.
- 4.2.10 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.
- 4.2.11 The Healthcare Scheme uses Procedure Codes for Treatments as guidance in considering whether to approve Treatments, but should other procedures be required not within the codes the application may be considered further by the Board.
- 4.2.12 If during a period of Treatment a Member ceases to be a Member, the Healthcare Scheme shall not be responsible for the cost of the Beneficiary's Treatment forthwith from the date the Member ceases to be a Member.

- 4.2.13 The written authorisation 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 Healthcare Scheme, the Company shall be under no obligation to pay any Benefits, unless the Chairman of the Board or their deputies had previously confirmed verbally on behalf of the Board that authorisation be given.
- 4.2.14 In order to process the Medical Claim Form fairly and quickly it may be necessary for the Healthcare Scheme 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. If the Beneficiary refuses to give consent on the Medical Claim Form for the Healthcare Scheme to obtain the medical report, then the Healthcare Scheme may not be able to process the Medical Claim Form or give consideration to the application and therefore no Benefits may be payable. The cost for any medical reports are payable by the Member.
- 4.2.15 The Healthcare Scheme does not pay for 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. For further items not covered by the Healthcare Scheme see Appendix 3.
- 4.2.16 Where the Company determines to pay for part only of 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. The fact that the Company may have authorised or paid out a Benefit in respect of a Beneficiary before receiving the contribution shall not preclude the Company from subsequently recovering any such contribution from a Member in respect of themselves and any Family Member of theirs.
- 4.2.17 Once a period of six months has elapsed since the Beneficiary last received any Treatment or if the Member does not submit a claim following a consultation, to the Company within the period of six months from the date it was originally sent to the Member, the claim shall be closed at the expiry of such period and any Treatment requested or provided after this date shall be treated as a new claim and a new authorisation and Member Contribution payment will be required to be submitted.
- 4.3 Rights of Recovery by the Company against Third Parties**
- 4.3.1 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") (for example travel insurance) the Beneficiary must notify the Company of this fact on the Medical Claim Form and the following provisions of this rule 4.3 shall apply.
- 4.3.2 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 Company 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.
- 4.3.3 If the Healthcare Scheme nevertheless pays any Benefits in circumstances where the Beneficiary has a right to recover such sums from his insurers, a Third Party or the Third Party's insurers ("the Claim"):
- 4.3.3.1 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 Healthcare Scheme;
- 4.3.3.2 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.
- 4.3.4 Where a Beneficiary makes a Claim, the Member concerned shall immediately notify the Company of this fact and give the Company full details of the Claim.
- 4.3.5 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.

- 4.3.6 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.
- 4.3.7 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.
- 4.3.8 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 Healthcare Scheme such sums (without any deduction) as represent the Benefits paid by the Healthcare Scheme in respect of the condition, illness or accident forming the subject of the Claim.
- 4.3.9 A Beneficiary is obliged to bring a Claim where they are entitled to do so and the Member concerned shall ensure that they or their Family Member include in their Claim any Benefits.
- 4.3.10 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 endeavors to procure that they or their Family Member concerned 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.
- 4.3.11 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 Healthcare Scheme maintains about its Members is accurate, Members shall immediately notify the Healthcare Scheme of any change of particulars such as for example, a change of name or address or contact details by calling 01543 441 630 or emailing healthcare@pmas.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 in their place by a resolution of the Board. Save in the case of minor alterations or alterations which the Board consider in their absolute discretion to be necessary or desirable so as to comply with law, the effect of which shall take place immediately, any change to the rules shall take effect from the date specified by the Board being no earlier than the date which falls 30 days from the date of the resolution of the Board or if the Board failed to specify a date, the date which falls 30 days from the date of the resolution of the Board. A copy of the current rules shall be provided to a Member from time to time upon request and also posted on the Healthcare Scheme's website.
- 5.6 The Company 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 Healthcare Scheme and these rules shall be governed by and construed in accordance with English Law.
- 5.8 Formal complaints can be made by telephone - 01543 441630, email - groupcomplaintsteam@pmas.co.uk, or post - Group Complaints Team, PMHC, Unity Building, 20 Chapel Street, Liverpool, L3 9AG.
- 5.9 We shall aim to resolve a complaint and send a final response within eight (8) weeks of receipt of the complaint.

- 5.9.1 If you feel your complaint has not been handled fairly and you would like an independent review of the outcome provided by us, we can either arrange an adjudication via the CEDR or you are able to contact them yourself if you'd prefer.
- The CEDR is an independent company who offer structured negotiation, assisted by a trained adjudicator. While they cannot enforce a course of action, they'll review the facts of the case and your concerns and attempt to adjudicate a solution that's satisfactory to all parties. There's no cost to you for using this service. This may change in the future.
- 5.10 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 they deem appropriate on such terms as they may decide.

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 healthcare@pmas.co.uk 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 emailing.
- 6.2 Any notice or other communication to be given by the Company, the Healthcare Scheme 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; or
- 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 6.2;
- 6.3.1 or posted on the relevant intranet site.
- 6.3.2 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 the UK, 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 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 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, for example, to HMRC for tax purposes
- Provided your fundamental rights are not overridden to pursue our legitimate interest, 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 using your information for direct marketing activities by SMS and email, as well as when we process certain categories of data such as health information and details of criminal convictions

7.3 **Who might we share your information with and why?**

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

- 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
- Your Broker or Intermediary, other organisations, including parties they are contracted with who provide a service related to an insurance policy
- Loss adjusters
- Regulatory authorities
- Fraud prevention agencies
- Legal & crime prevention agencies
- The Claims and Underwriting Exchange Register (CUE) and the Motor Insurance Anti-Fraud and Theft Register (MIAFTR), where the data is controlled by the Motor Insurers' Bureau, and other relevant databases
- Employer Liability Tracing Office (for commercial policies containing employer's liability cover)
- Any additional insured 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

- If you need to make a claim we will need to collect some information about your medical condition so that we can share this with the healthcare provider
- Providers of healthcare services that are included in your membership

7.4 **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 www.policemutual.co.uk for more information.

7.5 **How long do we keep hold of your information?**

We will retain a record of your personal information for as long as you hold a product or use a service provided by us. We will also retain that information for a period of time after you cease holding a product or use a service 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.

7.6 **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@pmas.co.uk or by calling 01543 441 630. 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 Customer Services Team on 01543 441 630 or write to us at: Police Mutual, Customer Services, Unity Building, 20 Chapel Street, Liverpool, L3 9AG. We will provide a response within 30 days, if not sooner. There is normally no charge for exercising any of your rights.

7.6 **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 01543 441 630. 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

Appendix 1 – Subscription rates

	Standard Monthly Rates in £ - Applicable from 1st November 2023											
Membership Category	18-24	25-29	30-34	35-39	40-44	45-49	50-54	55-59	60-64	65-69	70-74	75+
Member Only	27.00	38.00	46.00	49.00	59.00	67.00	80.00	92.00	106.00	111.50	122.50	124.50
Member & Partner	43.50	65.00	81.00	97.50	117.50	133.00	160.00	173.00	195.00	205.50	227.00	238.00
Family*	54.00	81.00	102.50	132.50	149.00	160.00	178.50	209.00	222.00	232.50	238.00	
Single Parent Family*	38.00	59.50	76.00	92.00	106.50	117.50	122.50	130.00	140.50	151.50	162.50	

*when a child reaches 18 years of age, they are invited to join the scheme in their own right.

Appendix 2 – Annual Financial Limits

These replace and supersede all previous financial limits and are reviewed by the Board on a regular and ongoing basis.

Rule No:	Benefit	Financial Limit (effective from 1st May 2013)
4.1	Aggregate maximum amount of all Benefits payable under the Healthcare Scheme (per Beneficiary per financial year of the Company)	£30,000
4.2	Aggregate maximum amount of Benefits payable under the Healthcare Scheme for Consultations (per Beneficiary per financial year of the Company)	£600
4.3	Aggregate maximum amount of Benefits payable under the Healthcare Scheme for Diagnostic tests, e.g. blood tests and MRI scans (per Beneficiary per financial year of the Company)	£1,000
4.4	If a Beneficiary decides to have treatment through the NHS in circumstances where the Beneficiary would be entitled to be considered for private treatment the Beneficiary shall be entitled to be considered for a cash payment (per Beneficiary per night for up to a maximum of 21 nights per financial year of the Company)	The number of nights that will be authorised is calculated using the expected length of stay, in a private hospital for the procedure details provided when submitting the claim. £250 per night
4.5	Aggregate maximum amount of Benefits payable under the Healthcare Scheme for home nursing by a registered nurse following in-patient or day care treatment as directed by the Specialist (per Beneficiary per financial year of the Company)	£1,000
4.6	Aggregate maximum amount of Benefits payable under the Healthcare Scheme for hospital accommodation expenses for a parent or guardian accompanying a Beneficiary who is a child under the age of 10 years whilst receiving in-patient treatment (per night up to a maximum of 10 nights per financial year of the Company)	£25 per night

If a Member or other Beneficiary is required to contribute towards the fees or costs of the Treatment, home nursing, hospital accommodation or any other Benefits referred to in rule 4, the Financial Limits referred to above are inclusive of such Member's or Beneficiary's contribution.

APPENDIX 3 – What we do not pay for

We do NOT pay for the following:

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 months without receiving any medical advice, attention or treatment for that Pre-Existing Condition.
2. Treatment will not be covered in excess of £30,000 in any one financial year of the Company per Beneficiary detailed in Appendix 2.
3. Oncology, radiotherapy or chemotherapy treatment for cancer.
4. Any treatment or surgery to correct long or short-sightedness relating to eyes including eye tests and spectacle prescriptions.
5. Any dental procedure including orthodontics.
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.
7. Any medical treatment relating to or connected with pregnancy or childbirth including in vitro fertilisation (IVF), assisted conception and artificial insemination.
8. Termination of pregnancy or any consequences of it.
9. Investigations into and treatment of infertility, contraception, assisted reproduction, sterilisation (or its reversal).
10. Investigations into and treatment of impotence or any consequences of it.
11. Any procedure or treatment relating to gender reassignment or reversal.
12. Kidney dialysis for a period exceeding six weeks.
13. Treatment for any injury which is deliberately self-inflicted, a result of attempted suicide or caused by another with the Beneficiary's consent.
14. Any treatment in respect of developmental delay, whether physical, psychological or learning difficulties including dyslexia or dyspraxia.
15. Preventative treatment.
16. Vaccination and immunisations.
17. Routine medical checkups.
18. The cost of providing or fitting any external prosthesis or appliance ie crutches or an air boot.
19. Any treatment received outside of the United Kingdom.
20. Any treatment of injuries or conditions resulting from any dangerous or extreme sport or activity including, but not limited to:
 - 20.1 sky-diving, parachuting, hand-gliding or bungee jumping;
 - 20.2 mountaineering, or rock climbing;
 - 20.3 lugging, bobsleigh, ski jumping or heli-skiing.
21. Any complementary or alternate medicine including, but not limited to, aromatherapy, reflexology or acupuncture, except as part of an approved course of physiotherapy treatment.
22. Medical appliances or equipment including, but not limited to, walking aids, dialysis equipment, breathing apparatus, mobility devices or drips.
23. Private prescriptions or outpatient drugs.
24. Any in-patient treatment relating to psychological illness.
25. Any treatment of human immunodeficiency virus (HIV) or Creutzfeldt-Jakob disease (CJD or the human form of "mad cow" disease).
26. Chiropody.

27. Any treatment received by the Beneficiary at a time when the Member has not paid his subscriptions or is in arrears.
28. Any treatment relating to sexually transmitted diseases.
29. Any condition arising from alcoholism or solvent abuse.
30. Any treatment following an emergency admission or transfer from an NHS hospital.
31. Any treatment for obesity including, but not limited to, weight loss surgery, whether medically necessary or not.
32. Any chronic condition.
33. Experimental/Not NICE approved procedures (NICE being National Institute for Health and Care Excellence).
34. Genetic Screening.
35. Any treatment solely for the administration of medicines/drugs or for the purpose of monitoring symptoms or a condition.
36. The services of a General Practitioner or General Dental Practitioner, including routine dental treatment.
37. Personal items of expenditure incurred in hospitals such as telephone calls, newspapers and visitors' refreshments.
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.
39. Any tests or treatments in respect of allergy or intolerance testing.

APPENDIX 4 – Expulsion and removal procedure and appeals

- 1 Before any Member is expelled by the Board, or a Family Member is removed from the status of Family Member pursuant to rule 2.7. (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, or the Family Member removed from the status of Family Member in accordance with rule 2.7.
- 2 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.
 - 2.3 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.
 - 2.4 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.
 - 2.5 Once the Board hearing has concluded, the Board will deliver their verdict within five working days and such verdict will be final and binding.
 - 2.6 If the appeal is upheld, as the case may be the Member with 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 him and the Family Member’s status as a Family Member shall remain withdrawn.
- 3 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 his 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 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 rule 2.7, the rights reserved to the Board in rule 2.7 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 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 his Family Members.
- 6 Subject to paragraph 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 If any Expelled Member ceases to be an employee of a Qualifying Police Organisation then any Family Member that became a Member as a result of the provisions of paragraph 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 an employee of a Qualifying Police Organisation (the "Cessation Date"). A Member who is no longer entitled to be a Member under this paragraph 7 shall as soon as possible notify the Healthcare Scheme of the fact that the Expelled Member is no longer in the employ of a Qualifying Police Organisation 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 paragraph 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



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