

Rules of the Police Mutual No.1 Healthcare Scheme



Police
Mutual

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Rule 1 – Name

The name of this discretionary healthcare scheme shall be the Police Mutual No.1 Healthcare Scheme hereinafter referred to as 'the No.1 Scheme'.

Rule 2 – Ownership

The No.1 Scheme is a discretionary scheme which is owned and operated by PMHC Limited (the "Company") and none of the Members have any ownership or rights to any of the assets of the No.1 Scheme.

Rule 3 – Object

The object of the No.1 Scheme shall be the provision of discretionary medical care to its Members in accordance with these Rules.

Rule 4 – Membership of the No. 1 Scheme

- 4.1 A Member shall be entitled to membership of the No.1 Scheme, at the time of the transfer, if they were a Member of the No.1 Police Healthcare Trust.
- 4.2 A register of Members of the No.1 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 No.1 Scheme.
- 4.3 Any reference to Member shall also include a Family Member where appropriate.
- 4.4 A Member shall be over the age of 18 years old and a resident of the United Kingdom.
- 4.5 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.
- 4.6 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.

Rule 5 – Cessation of membership

- 5.1 A person shall cease to be a Member of the No.1 Scheme:
 - a. On their voluntary withdrawal from the No.1 Scheme; or
 - b. On death; or
 - c. If the required relevant subscription is not paid on demand; or
 - d. At the absolute discretion of the Board, the right to membership can be withdrawn in the event of fraud or dishonesty.
- 5.2 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 Member shall not be entitled to any refund of subscriptions or other sums which have been paid to the Company in advance.

- 5.2.1 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.
- 5.2.2 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).
- 5.2.3 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.
- 5.3 Membership of the No.1 Scheme is not transferable and shall cease on the death of a Member in respect of themselves and their Family Members but without prejudice to a Family Member's entitlement to apply for membership in their own right under rule 4.1.
- 5.4 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 No.1 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.
- 5.5 If a Member or Family Member shall:
 - 5.5.1 obtain any benefit or payment in circumstances where such benefit or payment has been obtained as a result of them knowingly or recklessly furnishing or omitting to furnish the Company with all material facts or otherwise dishonestly securing such benefit or payment; or
 - 5.5.2 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 fact, or fails to supply such other documents as may be requested by the Company; or
 - 5.5.3 make a dishonest or fraudulent claim of whatever kind; or
 - 5.5.4 commit any material breach of these rules; or
 - 5.5.5 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 or Family Member forthwith from the No. 1 Scheme. The decision of the Board shall be final.
- 5.6 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.
- 5.7 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.

Rule 6 – Subscriptions

- 6.1 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.
- 6.2 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.
- 6.3 From time to time, the Board may increase the subscription rates for the No. 1 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. 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.
- 6.4 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 their absolute discretion agree to refund all or part of any such overpayment but in any event, refunds will be limited as follows:
- 6.4.1 up to a maximum of 12 months of subscriptions where payment continues after the death of a Member and
- 6.4.2 up to a maximum of three months of subscriptions in all other cases.

Rule 7 – Benefits

- 7.1 Any Member who has paid their subscription up to the required date, may or their Family Members may, at the absolute discretion of the Board, be entitled to the benefits set out in the Police Mutual No.1 Healthcare Scheme Guide.
- 7.2 All benefits provided under these Rules are granted at the absolute discretion of the Board whose decision shall be final and binding.
- 7.3 Details of the claims process are contained in the Scheme Guide.
- 7.4 A £75 contribution for outpatient treatment, a further £75 contribution towards any surgical procedures up to a maximum of £150 per episode.
- 7.5 A table of benefits can be seen within the No.1 Scheme Guide available via www.policemutual.co.uk/healthcare
- 7.6 **24/7 GP Consultation Service**
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 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.

7.7 Rights of Recovery by the Company against Third Parties

- 7.7.1 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 Company of this fact on the Medical Claim Form and the following provisions of this rule 7.7 shall apply.
- 7.7.2 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.
- 7.7.3 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):
- 7.7.3.1 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;
- 7.7.3.2 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.
- 7.7.4 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.
- 7.7.5 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.
- 7.7.6 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.
- 7.7.7 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.
- 7.7.8 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.
- 7.7.9 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.
- 7.7.10 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.

7.7.11 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.

Rule 8 – Governance

8.1 The affairs of the No.1 Scheme shall be under the control of the Board except to the extent that the Directors have under these Rules. 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.

8.2 The Board shall meet on at least 4 occasions in any 12 month period.

8.3 The articles of association of the Company set out the governance arrangements of the Company and the Directors.

Rule 9 – General

9.1 To ensure that the information which the No. 1 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@policemutual.co.uk

9.2 Subject always to the provisions of rule 7.2, 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.

9.3 If there is any dispute as to the interpretation of any of these Rules, the decision of the Board of Directors shall be final and binding.

9.4 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 of Directors or if the Directors failed to specify a date, the date which falls 30 days from the date of the resolution of the Directors. A copy of the current Rules shall be provided to a Member from time to time upon request and also posted on the Company's website.

9.5 The Company will hold and use information which any Beneficiary provides to the Company for the administration of the No. 1 Scheme and for any other purpose associated with the No. 1 Scheme. The Company may disclose such information to those involved in the provision of any benefits under the No. 1 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.

9.6 The No.1 Scheme and these rules shall be governed by and construed in accordance with English Law.

9.7 Formal complaints can be made by telephone - 01543 441630, email - healthcare@policemutual.co.uk, or post - PMHC - Complaints, 5th Floor, Unity Building, 20 Chapel Street, Liverpool, L3 9AG. We shall aim to resolve a complaint and send a final response within eight (8) weeks of receipt of the complaint.

If you feel your complaint has not been treated fairly, we'll be able to arrange independent adjudication via the Centre for Effective Dispute Resolution (CEDR).

CEDR is an independent company who offer structured negotiation, assisted by a trained mediator. Whilst they cannot enforce a course of action, they will review the facts of the case and your concerns and attempt to adjudicate a solution that is satisfactory to all parties. There is no cost to you for using this service. This may change in the future.

Rule 10 - Notices

10.1 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 No. 1 Scheme's email address healthcare@pmas.co.uk

Any such notice shall be deemed to have been received:

10.1.1 if delivered personally, at the time of delivery; or

10.1.2 in the case of pre-paid first class post or email 48 hours from the date of posting or emailing.

10.2 Any notice or other communication to be given by the Company, the No. 1 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 No. 1 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:

10.2.1 if delivered personally, at the time of delivery;

10.2.2 in the case of pre-paid first class post 48 hours from the date of posting; or

10.2.3 in the case of electronic communications 48 hours from the time of transmission.

10.3 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 10.1 or 10.2 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 10.2 or posted on the relevant website.

10.3.1 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 10.2 or posted on the relevant website.

Rule 11 – Privacy Policy

11.1 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

11.2 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

11.3 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 have chosen to pay direct from your salary, we will share your information with your employer to fulfil this request
- 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

11.4 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.

11.5 **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.

11.6 **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.

11.7 **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 – Glossary

Some words or phrases used in these rules and the Scheme Guide have special meanings and these meanings are (unless the context otherwise requires) given below:

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

Annual 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.

Approved Clinic or Hospital means a medical facility authorised to carry out Treatment and Consultations for Healthcare Members of Police Mutual. 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 No. 1 Healthcare Scheme in accordance with these rules. A Healthcare Benefits table can be found in the Police Mutual No.1 Healthcare Scheme Guide.

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 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.

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 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 Rule 5.

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.

GP means general medical practitioner.

No. 1 Scheme or 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.

Member means any person who has been accepted for membership and continues in membership as a Member of the No.1 Scheme from time to time as determined by these rules.

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.

Pre-Existing Condition The Healthcare Scheme will not pay for treatment of an illness from which you are suffering, or already had, before you joined the Healthcare Scheme. This is known as a pre-existing condition and applies to any medical condition for which you have received medication, advice, treatment or you have experienced symptoms, whether the condition has been diagnosed or not.

Specialist means a specialist 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 the Police Mutual No.1 Healthcare Scheme Guide – 'What we will not pay for'.