

The Police Healthcare Scheme **rules**

Police Healthcare Scheme

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**ALL BENEFITS PROVIDED UNDER THE
POLICE HEALTHCARE SCHEME ARE
GRANTED AT THE ABSOLUTE DISCRETION
OF THE MANAGEMENT COMMITTEE**

1. INTRODUCTION

- 1.1 These are the rules of the Police Healthcare Scheme (formerly known as the WMP Medical Scheme) and shall take effect from 1 January 2011 and replace all previous editions of the rules.
- 1.2 Some words or phrases used in these rules have special meanings and these meanings are (unless the context otherwise requires) given below:

“Appointments Meeting”	means a meeting held every calendar year by the Management Committee to deal with the appointment of members of the Management Committee as referred to in rule 5.4.1.
“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.
“Career Break Scheme”	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 ongoing 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 the Police Healthcare Scheme 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 Guardians House, 2111 Coventry Road, Sheldon, Birmingham B26 3EA.
“Declared Partner”	means the declared partner of any Ordinary Member or Staff Member (whether or not of the opposite sex).
“Designated Hospital”	means such private hospital as the Healthcare Scheme has a contract with for the provision of medical services from time to time.
“Directors”	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.

“Expelled Member”	means a Member who has been expelled by the Management Committee in accordance with rule 2.7.
“Family Member”	means subject to the provisions of rules 2.10 and 2.11 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 of an Ordinary Member or Staff Member; (ii) the Declared Partner of an Ordinary Member or Staff Member; or (iii) the natural or adopted child or children of any age of an Ordinary Member or a Staff Member or of their spouse 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 Directors for each financial year. The current limits are set out in Appendix 2.
“the Fund”	means the WMP Benevolent Fund (a company limited by guarantee not having a share capital registered in England and Wales under number 3179216) whose registered office at the date of adoption of these rules is Guardians House, 2111 Coventry Road, Sheldon, Birmingham B26 3EA.
“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.
“Management Committee”	means the committee as constituted in accordance with rule 5.1.2.
“Medical Claim Form”	means a 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 Member who is a Serving or Retired Officer.
“Qualifying Police Organisation”	means any of the following: (i) the West Midlands Police; (ii) each other police force in England and Wales; (iii) the Fund; (iv) the Company; and (v) any other person or organisation which in the opinion of the Directors is allied to or associated with policing or the welfare of police officers or former police officers and their dependants and which the Directors resolve to be included within the scope of this definition “Qualifying Police Organisation” .
“Pre-Existing Condition”	means any injury, illness or condition: (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.
“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 Fund or of the Healthcare Scheme or of their force's benevolent fund (which benevolent fund has been approved by the Directors);
"Serving or Retired Staff"	means any of the following: (i) individuals who are employed by a Qualifying Police Organisation whether on a full time or part time basis but who are not warrant holders (including without limitation police community support officers); (ii) Retired individuals who would have qualified under paragraph (i) but for their retirement or redundancy and who were members (for at least two years consecutively and immediately prior to retirement or redundancy) of the Fund or of the Healthcare Scheme or of their employer's benevolent fund (which benevolent fund has been approved by the Directors);
"Staff Member"	means a 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 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 a scheme which 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 natural 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 Directors 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 widow, widower 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 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 a Serving or Retired Officer or Serving or Retired Staff; or
 - 2.1.6.2 the spouse or Declared Partner of a Serving or Retired Officer or Serving or Retired Staff; and
 - 2.1.7 is a member of the Fund or of another force's or employer's benevolent fund, which benevolent fund has been approved by the Directors.
- 2.2 The Management Committee 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 Management Committee's decision shall be final and binding. The Management Committee 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 maintained 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 resign as a Member by giving the Company notice in writing. The resignation shall take effect after 30 days notice has been given from the date which the Company receives the notice but the Member shall not be entitled to any refund of subscriptions or other sums which have been paid in advance.
- 2.5 The Directors may terminate the membership of a Member by giving the Member not less than 30 days' notice in writing and the Member and his 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 date of cessation 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 and any Member who ceases to be a member of the Fund or (as the case may be) another force's or employer's benevolent fund 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 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 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
- 2.7.4 make a dishonest or fraudulent claim of whatever kind;
- 2.7.5 commit any material breach of these rules; or
- 2.7.6 prejudices or because of his behaviour is likely in the reasonable opinion of the Management Committee to prejudice the interests or reputation of the Company;

then the Management Committee may, in its absolute discretion, after following the procedure set out in paragraph 1 of Appendix 4, resolve to expel the 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.

- 2.8 Membership of the Healthcare Scheme is not transferable and shall cease on the death of a Member in respect of himself and his 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, his name shall be removed from the register of Members and neither he nor any of his 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 Directors 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.

2.11 If a Family Member shall:

- 2.11.1 obtain any benefit or payment in circumstances where such benefit or payment has been obtained as a result of the Family Member knowingly or recklessly furnishing or omitting to furnish the Company with all material facts or otherwise dishonestly securing such benefit or payment; or
- 2.11.2 complete a Medical Claim Form in a manner in which the 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
- 2.11.3 make a dishonest or fraudulent claim of whatever kind;
- 2.11.4 prejudices or because of his behaviour is likely in the reasonable opinion of the Management Committee to prejudice the interests or reputation of the Company;

then the Management Committee may, in its absolute discretion, after following the procedure set out in paragraph 1 of Appendix 4, resolve to remove the Family Member forthwith from his status as a Family Member and the provisions of paragraph 2 of Appendix 4 shall apply regarding the appeal of any decision to remove such status.

3. SUBSCRIPTIONS

- 3.1 Each Member shall pay a monthly subscription in order to remain a Member. The subscription rates shall be such sums as the Directors shall from time to time determine. At the date of adoption of these rules, the amount of 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 or wages by direct debit or in such other manner as the Directors may agree from time to time.
- 3.3 From time to time, the Directors may increase the subscription rates for the Healthcare Scheme. When such rates are increased, the Directors shall take reasonable steps to notify Members of the increase, whether by newsletter, mail shot, by posting on the internet site used by the Company or otherwise. When the rates are increased the onus shall be on the Members to increase their payments whether such payments are made by cash, cheque, direct debit, 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 Management Committee in writing. If no notification is made and an overpayment is made, then the Management Committee 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 Management Committee, be entitled to benefit from the following:

4.1.1 Consultations

Subject to the Financial Limits, the Company may at the absolute discretion of the Management Committee, 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 Management Committee, 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 he may, at the absolute discretion of the Management Committee, be entitled to the whole or part of a cash alternative, subject to the Financial Limits.

4.1.3 Home Nursing and Hospital Accommodation

Subject to the Financial Limits, the Company may at the absolute discretion of the Management Committee, 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.

4.2 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 Beneficiary shall request that an open referral is made to a Designated Hospital. The Beneficiary shall contact the Designated Hospital to provisionally arrange for a Consultation to take place with a named Specialist at the Designated Hospital, subject to the Member first obtaining authorisation for the Consultation under rule 4.2.4.

4.2.4 The Member shall then request authorisation from the Healthcare Scheme office for the proposed Consultation. Unless the Chairman or Secretary of the Management Committee or their deputies confirms verbally on behalf of the Management Committee that authorisation is given, the Member must obtain written authorisation from the Company for the Beneficiary to proceed with the Consultation before undertaking any financial commitment. The written authorisation must be produced at the time of the Consultation. Once authorisation for the Consultation has been given a Medical Claim Form will be provided to the Member. If the Beneficiary undergoes a Consultation without first receiving the written authorisation of the Company or verbal authorisation from the Chairman or Secretary of the Management Committee or their deputies, the Company shall be under no obligation to pay any Benefits.

4.2.5 The Beneficiary must then take the Medical Claim Form to the Consultation and ask the Specialist to complete and sign it, stating what further procedures or operation (if any) is required. Should the Specialist require any tests, these must take place at a Designated Hospital. 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 Where Treatment is required following the appointment with the Specialist, the Medical Claim Form should be forwarded to the Healthcare Scheme office, for approval before Treatment is commenced.

4.2.7 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.

4.2.8 The Healthcare Scheme uses BUPA 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 Management Committee.

4.2.9 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.

4.2.10 The Member must return the Medical Claim Form correctly completed and signed to the Healthcare Scheme and obtain written authorisation from the Healthcare Scheme to proceed with Treatment before undertaking any financial commitment, unless the Chairman or Secretary of the Management Committee or their deputies confirms verbally on behalf of the Management Committee that authorisation is given. For the authorisation of Treatment requiring an overnight stay, there is a two day wait for the decision from the date the Medical Claim Form is returned to the Healthcare Scheme, unless the circumstances are exceptional.

4.2.11 The written authorisation to proceed with the Treatment must be produced at the time of admission to the Designated 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 or Secretary of the Management Committee or their deputies had previously confirmed verbally on behalf of the Management Committee that authorisation be given.

- 4.2.12 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.
- 4.2.13 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.
- 4.2.14 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 be entitled to require from the Member or any Family Member of his, prior to any authorisation being given, payment of such sum as the Beneficiary is to contribute towards the Treatment, home nursing, hospital accommodation or other Benefit. The receipt of such contribution by the Company does not amount to an acknowledgment that the Benefit will necessarily be paid but if the decision is made not to pay the Benefit then the contribution will be returned. 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 himself and any Family Member of his.
- 4.2.15 Once a period of six months has elapsed since the Beneficiary last received any Treatment or if the Member does not return the Medical Claim Form 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 Medical Claim Form 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 he shall take all reasonable steps as are required by the Other Scheme to claim for his 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 shall procure that he and his Family Members 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 shall procure that he and his 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 procure that he and his 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 procure that he and his 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 procure that neither he, his Family Members nor his 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 his insurers, the Third Party or the Third Party's insurers any sums relating to the Benefits and/or the Claim, the Member concerned shall procure that he and his 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 he is entitled to do so and the Member concerned shall procure that he or his Family Member include in his 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 his best endeavours to procure that he or his Family Member concerned's executors, personal representatives or trustee in bankruptcy (as the case may be) allow the Company to have absolute control and conduct of any Claim or proceedings relating to the recovery of any sums paid to or on behalf of the Beneficiary against the Beneficiary's insurers, the Third Party or the Third Party's insurers.

- 4.3.11 If a Member or any Family Member of his fails to comply with the provisions of this rule, then the Company reserves the right to reclaim all Benefits from the Member personally.

5. COMPOSITION AND DUTIES OF THE MANAGEMENT COMMITTEE

5.1 General

- 5.1.1 The affairs of the Healthcare Scheme shall be under the control of the Directors, except to the extent that the Directors have under these rules or at a duly convened board meeting delegated any part of their powers or functions to the Management Committee. The Management Committee may make its own regulations for the proper conduct of the matters which have been delegated to it, except to the extent that such regulations are inconsistent with these rules.
- 5.1.2 The Management Committee shall, subject to rule 5.4.7, consist of such persons as are from time to time appointed by the Directors at a duly convened board meeting or by written resolution(s) signed by each of the Directors and may include (without limitation) any Director, any persons nominated by the respective organisations of the West Midlands Police as follows:
- 5.1.2.1 up to one ACPO Representative;
 - 5.1.2.2 up to one Superintendents' Association Representative;
 - 5.1.2.3 up to nine Police Federation Representatives; and
 - 5.1.2.4 up to three NARPO Representatives;
- and any persons who are representatives of any other police force or police association.

5.2 Tenure of Office

- 5.2.1 The Directors may at any time remove any person as a member of the Management Committee or as Secretary by resolution of the Directors at a duly convened board meeting or by written resolution(s) signed by each of the Directors.
- 5.2.2 A person appointed to the Management Committee shall subject to rule 5.2.1 serve for a maximum period ending at the commencement of the next Appointments Meeting, however they shall if they so wish, be eligible for re-appointment.
- 5.2.3 If a vacancy occurs, the Directors may (but shall not be obliged) to ask any organisation referred to in rules 5.1.2.1 to 5.1.2.4 or at the foot of rule 5.1.2 whose nominee has ceased to be a member of the Management Committee, to nominate a substitute and such substitute shall subject to rule 5.2.1 serve on the Management Committee for the unexpired portion of the term of the person being replaced.

5.3 Frequency of Meetings and Quoracy

- 5.3.1 The Management Committee shall meet on at least 10 occasions in any 12 month period, usually on the first Friday of each calendar month or as soon as practicable thereafter. Any member of the Management Committee who is entitled to vote may convene a meeting of the Management Committee on reasonable notice.
- 5.3.2 A minimum of half of the members of the Management Committee having the right to vote shall form a quorum and be empowered to make binding decisions on all matters put before the meeting which have been delegated to them under these rules or at a duly convened board meeting of the Directors, for as long as the quorum continues to subsist.
- 5.3.3 Matters to be decided at a Management Committee meeting shall subject to rule 5.3.4 be decided on a show of hands by simple majority of members present and entitled to vote. Each member of the Management Committee shall have one vote apart from a member co-opted under rule 5.4.5 who shall have no vote.
- 5.3.4 In the case of an equality of votes at a meeting of the Management Committee, the chairman of the meeting shall have a second or casting vote.

5.4 Appointment Meetings, Chair of Meetings and Co-option

- 5.4.1 The Management Committee shall in each calendar year (and in any event no later than 15 months from the date of the preceding Appointments Meeting) hold an Appointments Meeting, at which as from the commencement of the meeting, the retirement of retiring members of the Management Committee and the taking up of their appointments by the newly appointed members of the Management Committee pursuant to rule 5.1.2. shall take place.
- 5.4.2 At an Appointments Meeting, the Chairman or if he is not present the Vice-Chairman who was appointed at the previous Appointments Meeting will preside until the appointment of the new Chairman or Vice-Chairman.
- 5.4.3 At an Appointments Meeting, the Management Committee shall:
- 5.4.3.1 from its appointed voting members appoint a Chairman, Vice-Chairman and Assistant Secretary, all of whom subject to rule 5.2.1 shall hold office until the appointment of the new Chairman, Vice-Chairman or Assistant Secretary at the next Appointments Meeting. Provided that they continue as a voting member of the Management Committee, the Chairman, Vice-Chairman and Assistant Secretary shall be eligible for re-appointment;
 - 5.4.3.2 appoint a Secretary, who subject to rule 5.2.1 shall hold office until the appointment of the new Secretary at the next Appointments Meeting, at such remuneration and upon such conditions as the Management Committee think fit. The Secretary shall be eligible for re-appointment.

- 5.4.4 In the absence of the Chairman and the Vice-Chairman at any meeting of the Management Committee, the voting members of the Management Committee present shall vote one of their number as the Chair of the meeting for as long as the Chairman and Vice-Chairman are absent.
- 5.4.5 The Management Committee may co-opt any person as a member of the Management Committee for such purposes and subject to rule 5.2.1 for such time as it thinks fit, but such co-opted member of the Management Committee shall have no right to vote on any issue and nor shall a failure to give him notice of a meeting of the Management Committee affect the validity of the meeting.
- 5.4.6 The Management Committee may at any time delegate any of their duties or powers to one or more of the voting members of the Management Committee or to the Secretary on such terms as they may decide.
- 5.4.7 Any voting member of the Management Committee must be a Member.

6. GENERAL

- 6.1 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.
- 6.2 Subject always to the provisions of rule 6.3, 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.
- 6.3 All Benefits provided under these rules are granted at the absolute discretion of the Management Committee, whose decision shall be final and binding.
- 6.4 If there is any dispute as to the interpretation of any of these rules, the decision of the Directors shall be final and binding.
- 6.5 These rules may be revoked, supplemented or varied, from time to time or new rules introduced in their place by a resolution of the Directors. Save in the case of minor alterations or alterations which the Directors 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 Directors being no earlier than the date which falls 30 days from the date of the resolution of the 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 Healthcare Scheme's website.
- 6.6 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 him. A Beneficiary can ask not to receive such materials by writing to the Company.

- 6.7 The Healthcare Scheme and these rules shall be governed by and construed in accordance with English Law.

7. NOTICES

- 7.1 Any notice or other communication to be given by a Member to the Company, the Healthcare Scheme or the Management Committee shall be in writing and shall be served by addressing it to the Company marked for the attention of the Secretary of the Management Committee 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 from time to time. Any such notice shall be deemed to have been received:
 - 7.1.1 if delivered personally, at the time of delivery;
 - 7.1.2 in the case of pre-paid first class post 48 hours from the date of posting.
- 7.2 Any notice or other communication to be given by the Company, the Healthcare Scheme or the Management Committee 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:
 - 7.2.1 if delivered personally, at the time of delivery;
 - 7.2.2 in the case of pre-paid first class post 48 hours from the date of posting;
 - 7.2.3 in the case of electronic communications 48 hours from the time of transmission.
- 7.3 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 7.1 or 7.2 and delivered either to that address or into the custody of the postal authorities as a pre-paid 1st class letter, or that the notice or communication was transmitted to the electronic address of the relevant person referred to in rule 7.2. or posted on the relevant intranet site.
- 7.4 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 his estate in England, if the notice is addressed to the deceased person by name or to his personal representatives by title and is otherwise sent or transmitted in accordance with rule 7.2 or posted on the relevant intranet site.
- 7.5 For the purposes of this rule 7 the expression "electronic communications" shall have the meaning ascribed thereto in the Electronic Communications Act 2000.

APPENDIX 1 - SUBSCRIPTION RATES

Calendar year 1 January 2011 to 31 December 2011

Members (excluding New Recruits [other than Special Constables] and Retired Members) - monthly rates £

Membership Category	Age Banding							
	18 - 21*	18 - 21	22 - 24	25 - 29	30 - 34	35 - 39	40 - 54	55 - 74
Member Only	11.00	22.00	27.75	35.00	41.50	49.25	55.00	64.00
Member and Partner	30.00	41.00	51.00	64.00	77.50	91.25	100.50	116.75
Family	42.50	53.50	66.50	81.25	98.25	113.25	122.50	140.00
Single Parent	22.50	33.50	41.50	51.00	60.50	68.25	74.75	86.50

Special rates for New Recruits

(excluding Special Constables) - monthly rates in £

Membership Category	1st Year	2nd Year	3rd Year +
Member Only	FREE	11.00	Standard
Member and Partner	19.00	30.00	Serving
Family	31.50	42.50	Officers'
Single Parent	11.50	22.50	Rates

Rates for Retired Members - monthly rates in £

Membership Category	Age Banding		
	40 - 54	55 - 74	75 +
Member Only	55.00	64.00	69.25
Member and Partner	100.50	116.75	126.00
Family	122.50	140.00	
Single Parent	74.75	86.50	

* Former family member in full time education means secondary school education and further education requiring full time attendance at a University (up to first degree level) or a college, in each case the course and educational establishment having been approved by the Healthcare Scheme.

APPENDIX 2 - FINANCIAL LIMITS

Period 1 January 2011 until further notice

These are the financial limits referred to in the rules of The Police Healthcare Scheme Limited and replace and supersede all previous financial limits.

Rule No:	Benefit	Financial Limit (1st January 2011 until further notice)
4.1	Aggregate maximum amount of all Benefits payable under the Healthcare Scheme when aggregated with any benefits received from the Fund (per Beneficiary per financial year of the Company)	£30,000
4.1	Aggregate maximum amount of Benefits payable under the Healthcare Scheme for Consultations (per Beneficiary per financial year of the Company)	£600
4.1	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
4.1.2.2	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)	£250 per night
4.1.3.1	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
4.1.3.2	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 4.1, 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 including for this purpose any benefits paid under the Fund, as 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 Management Committee, the Company will consider paying for initial reconstructive surgery where it is necessary after medical treatment which the Healthcare Scheme has paid for and is agreed to by the Management Committee.
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 check ups.
18. The cost of providing or fitting any external prosthesis or appliance.
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. Chiroprody.
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.

APPENDIX 4 - EXPULSION AND REMOVAL PROCEDURE AND APPEALS

1. Before any Member is expelled by the Management Committee pursuant to the provisions of rule 2.7, or a Family Member is removed from the status of Family Member pursuant to rule 2.11. (such Member or the Member of the Family Member concerned being referred to in this Appendix as "the Applicant") a notice ("the Notice") shall be served on the Applicant setting out the grounds for the proposed expulsion or removal and in the case of an expulsion of a member where the proposed expulsion is by reason of a breach of these rules and such breach is capable of remedy, setting a time limit, which shall not in any event exceed seven working days, within which the breach shall be remedied. If the proposed expulsion is for a reason other than a breach of these rules or if the breach is not capable of remedy or is not remedied within the time limit stipulated in the Notice or in the case of the removal of the status of Family Member then as the case may be the Member may then be expelled in accordance with rule 2.7 or the Family Member removed from the status of Family Member under rule 2.11.
2. Any Applicant may appeal to a panel of the Directors ("the Appeals Panel") against such expulsion or removal. The appeal process shall be administered as follows:
 - 2.1 The Appeals Panel shall consist of three members of the Directors and shall be chaired by the Chairman or, in his absence, by the Deputy-Chairman of the Directors or if the Appeals Panel does not include the Chairman or Deputy Chairman it shall be chaired by one of the members of the Appeals Panel;
 - 2.2 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 Appeals Panel marked for the attention of the Secretary of the Company 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 Appeals Panel.
 - 2.3 Upon receipt of the Statement, the Secretary of the Company shall convene the Appeals Panel 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 Appeals Panel, the Family Member concerned) may attend the Appeals Panel 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 Appeals Panel hearing has concluded, the Appeals Panel 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 will be re-admitted to the Healthcare Scheme or Family Member reinstated as a Family Member on the same terms as they previously enjoyed. If the appeal is not upheld as the case may be the Member will remain expelled and no subscription shall be refunded to him and the Family Member's status as a Family Member shall remain withdrawn.
3. The Management Committee 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 or rule 2.11, the rights reserved to the Management Committee in rule 2.7 and rule 2.11 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 Management Committee, 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.