

**THE NORTHERN POLICE HEALTHCARE SCHEME**

**SCHEME RULES**

The Northern Police Healthcare Scheme is a self-funded Trust based scheme. The intention of the scheme is to make the advantages of private medical healthcare available to members/associate members of the scheme at a reasonable cost. The scheme is not insurance based and there is no guarantee of benefit. All benefits under the scheme are payable at the absolute discretion of the Trustees and will depend on the Trustees' view of the scheme's financial position and the merits of each individual case.

The scheme was set up by a Trust Deed dated 5 December 2011 and a subsequent Trust Deed of [date] amalgamating the Northumbria and South Yorkshire Healthcare Schemes ("the Deed") and is based on an original Trust Deed initiated on 1 October 1989 by Northumbria Police Federation Trustees.

These rules are subject to the provisions of that Deed and in the event of any conflict between the rules and the Deed, the Deed shall prevail.

## **MEMBERSHIP**

1. Subject to the conditions set out in these rules, the following persons are eligible for membership of the scheme: -
  - A. Subscribing Police Officers serving in any of the Police Forces outlined as eligible for membership under the Deed (including, at the absolute discretion of the Trustees, officers on a period of unpaid leave);
  - B. Retired Police Officers from any of the Police Forces outlined as eligible for membership under the Deed who were subscribing members up to the date of their retirement and whose subscriptions have remained continuous into their retirement;
  - C. Subscribing employees of any of the Joint Branch Boards who's Force is eligible for membership under the Deed;
  - D. Retired employees of any of the Joint Branch Boards who's Force is eligible for membership under the Deed and who were subscribing members during their employment with the relevant Joint Branch Board up until their retirement and whose subscriptions have remained continuous since their retirement.
  - E. Subscribing Police Staff members who's Force is eligible for membership under the Deed who are also current subscribing members of a Staff Association (Trade Union) recognised by Northern Police Healthcare Scheme Trustees
  - F. Retired Police Staff members who's Force is eligible for membership under the Deed, who were subscribing members during their employment with the relevant Force up until their retirement and whose subscriptions have remained continuous since their retirement.
  - G. Any person or class of persons permitted to be added as beneficiaries by the deed.

## ASSOCIATE MEMBERSHIP

2. Subject to the conditions set out in these rules, the following persons are eligible for associate membership of the scheme: -
  - I. Subscribing Spouses (including, at the absolute discretion of the Trustees, common law spouses/partners) of persons who are members of the scheme in categories A, C, and E;
  - J. Subscribing Spouses (including, at the absolute discretion of the Trustees, common law spouses/partners) of persons who are members of the scheme in categories B, D, and F who must have joined the scheme prior to the retirement of the member;
  - K. Subscribing children and, at the absolute discretion of the Trustees, other dependants, of members of the scheme in categories A, C, and E who must be under the age of 21 on joining the scheme;
  - L. Subscribing children and at the absolute discretion of the Trustees, other dependants of members of the scheme in categories B, D, and F who must be under the age of 21 on joining the scheme and who must have joined prior to the retirement of the member.
  - M. At the absolute discretion of the Trustees, subscribing spouses (including common law spouses/partners) are eligible to remain in the scheme upon the death of a subscribing member of categories A to F inclusive;
2. Persons eligible under Paragraph 1 for membership of the scheme shall become members/associate members of the scheme upon being accepted into membership by the Trustees and upon paying the appropriate subscription or upon having the appropriate subscription paid on their behalf.

Such persons shall remain members/associate members of the scheme until their membership is terminated.

A membership shall be terminated in any of the following ways:-

- (i) If the member/associate member ceases to subscribe to the scheme and gives due notice in writing or fails to make such payments as are due. Failure to give sufficient notice in order that the scheme is cancelled forthwith may result in the member/associate member being liable to pay a further four weekly or monthly subscription as would have been payable had the member not given such notice;
- (ii) In the case of a member as outlined in categories A, C, and E, upon leaving the service/employment of the relevant Force/employment of the relevant Joint Branch Board, other than on retirement;
- (iii) In the case of category B, C, D, E, F, I, J and M (re spouses) members/associate members, automatically upon their 70<sup>th</sup> birthday;

- (iv) In the case of category K, L and M (re children and other dependants who must be under the age of 21 on joining the scheme) associate members, automatically upon the member, (i.e. parent/guardian) reaching the age of 70, terminating membership of the scheme or death, whichever is the earlier;
  - (v) In the case of an associate member (spouse), in the event of the associate member's divorce from the relevant member in any of the categories A to F, from the date of the "decree absolute";
  - (vi) In the case of an associate member (common law spouse/partner) in the event of the associate member separating from the relevant member in any of the categories A-F, including one of the parties moving out of any shared accommodation
  - (vii) Automatically in the case of a member/associate member, upon written notice being sent by the Trustees to the last address provided by the member/associate member to the Trustees, notifying the member of the withdrawal of membership by the Trustees;
3. Any member wishing to join the scheme must complete such application form as the Trustees shall require. Any member wishing his/her spouse, children or dependants to join the scheme as associate members, must complete such application form, as the Trustees shall require.
  4. The Trustees may, at their absolute discretion, refuse to consider an application for membership/associate membership unless the person submitting the application produces, at his/her own expense, such medical or other evidence as the Trustees shall require.
  5. The Trustees may, at their absolute discretion and without having to justify the reasons:-
    - (i) Refuse to accept any person as members/associate members of the scheme;
    - (ii) Terminate the membership of any member/associate member of the scheme.
  6. The Trustees may, at their absolute discretion, vary the conditions of eligibility for membership of the scheme at any time.
  7. (i) In the Rules 'member' and 'associate member' shall mean a person who is eligible for membership who has been accepted into the membership of the scheme by the Trustees and who has either paid the appropriate subscription or has the appropriate subscription paid on their behalf and whose membership has not terminated.
    - (ii) In the case of associate members, all obligations imposed on members by these rules in relation to subscriptions, claims, procedures or otherwise, shall be carried out by the relevant member. The Trustees shall be entitled to treat any failure of any associate member in exactly the same way as a failure by an adult member to abide by the rules.

## SUBSCRIPTIONS

8. All members/associate members shall pay such sums as are required by the Trustees by way of subscriptions, payable on a four weekly or monthly basis, depending on the category of member.  
The subscription rates per period at the time of publication of the relevant scheme rules are contained in a separate leaflet at the back of this booklet (Appendix A).  
Any alteration determined by the Trustees will automatically void any previously published subscription rates.
  - (i) With regard to memberships which include associated member children, the rates shown in Appendix A and Appendix B for Full Family and Member and Child/Children at the Standard rate, relate to children under the age of 21. Once a child who is an associate member reaches the age of 21, that associate member must pay the current adult rate in the month following their 21<sup>st</sup> birthday.
9. All subscriptions shall be paid by payroll deduction unless the Trustees authorise otherwise.
10. The Trustees reserve the right to alter the subscription rates from time to time as they, at their absolute discretion, see fit. The Trustees will endeavour to give at least twenty-eight days notice of any such increase but are not bound to do so.  
Notification will be given in such manner as the Trustees deem appropriate and members/associate members will be deemed to have knowledge of any alteration 28 days after the issue of notification by the Trustees, regardless of whether such notification is actually received by the member/associate member.
11. Special rates apply to Student Officers and are contained in a separate leaflet at the back of this booklet (Appendix B).

## **BENEFITS**

12. All benefits (including the cost of advice or treatment) payable under the scheme are payable at the absolute discretion of the Trustees.
13. The scheme is intended, where applicable, to cover the cost of hospitalisation and specialist medical fees, for treatment to procure or alleviate acute medical conditions, both as an in-patient and out-patient. The scheme is not intended to provide for the cost of treatment or control of long term or chronic illness.
14. Although there is no guarantee of benefit and authorisation for treatment under the scheme will be at the absolute discretion of the Trustees and will depend on the Trustees' view of the scheme's financial position and overriding objectives of the scheme, the Trustees will endeavour where possible to provide the following benefits to members of the scheme, provided always that no benefits shall be payable unless the claims procedure set out below is followed: -
  - (i) The cost of private medical treatment and medical advice, which is recommended by a suitably qualified medical general practitioner and carried out by a medical specialist of Consultant status, subject to such limitations as the Trustees may, at their absolute discretion, from time to time, impose;
  - (ii) The cost of hospital accommodation within such limits as the Trustees may, at their absolute discretion, from time to time, impose;
  - (iii) Specialist fees charged by surgeons, physicians and anaesthetists;
  - (iv) Consultation fees and charges for x-rays, pathology and computerised tomography;
  - (v) The cost of outpatient treatment of a specialist nature, including diagnostic procedures and operations performed on a day care basis;
  - (vi) The cost of in-patient physiotherapy received following surgery;
  - (vii) The cost of physiotherapy, chiropractic, osteopathic and acupuncture treatment received as an outpatient, payable at the rate specified in Appendix C or within such other limits as the Trustees may, from time to time, determine.  
The cost of hospital or other accommodation for the sole reason of facilitating such treatment will not be payable;
  - (viii) Such other treatment as the Trustees shall, from time to time, at their discretion, decide.
15. Although there is no guarantee of benefit and authorisation of payments will be at the absolute discretion of the Trustees and will depend on the Trustees' view of the scheme's financial position, the Trustees will endeavour, where possible, to provide a cash benefit to members in respect of any treatment received by them free of charge as an in-patient of the National Health Service

or in the case of day-case surgery performed as an out-patient free of charge on the NHS calculated at the rate specified in Appendix C.

The scheme will provide for a cash benefit payment (cash back) where, with the exception of emergency admissions/treatment:-

- a) a member/associate member is required to undertake treatment or care and make use of the facilities in any NHS hospital, due to the unavailability of such treatment or care in any privately funded hospital as used from time to time by the scheme  
or
  - b) a member/associate member opts to use NHS facilities instead of private facilities made available under the scheme, which saves the scheme the expense of the provision of the treatment privately.
16. The following types of treatment will not be eligible for benefit under this Scheme:-
- (i) Treatment will not be covered in excess of £25,000 in any one financial year per member, including for this purpose any payment for Consultations under the scheme.
  - (ii) Radiotherapy or Chemotherapy Treatment for Cancer
  - (iii) Any cosmetic or aesthetic surgery or treatment, or any surgery or treatment which relates or is connected to any previous cosmetic or aesthetic surgery or treatment, however, the Trustees will consider payments for initial reconstructive surgery where the Trustees are satisfied that it is necessary after medical treatment and is agreed to by the Trustees.  
Please refer to Appendix C for the financial limit per member per financial year for this type of treatment.
  - (iv) Major surgery which is performed within the same timescales and under the same conditions through the NHS will not be covered.  
In exceptional circumstances the Trustees will consider each case on its merits however, their decision will be final.
  - (v) Treatment for family planning or infertility
  - (vi) Treatment resulting from drug, alcohol or substance abuse
  - (vii) Treatment related to pregnancy and/or childbirth
  - (viii) Termination of pregnancy or any consequences of it
  - (ix) Investigations into and treatment of impotence or any consequences of it
  - (x) Any procedure or treatment relating to gender reassignment or reversal
  - (xi) Treatment for psychiatric or mental disorders

- (xii) Renal dialysis for a period exceeding six weeks
- (xiii) The services of a general practitioner, dentist, optician, homeopath, reflexologist, chiropractor or other practitioner not of Consultant status, except that the Trustees may grant benefit for any of the above if such treatment is recommended by and remains under the supervision of a specialist of Consultant status, when limited benefits may be approved.
- (xiv) The cost of dental or other appliances
- (xv) The cost of residence in a nursing home or nursing at home, other than short term post operative care under the direction of a specialist
- (xvi) Any treatment relating to AIDS/HIV
- (xvii) Any treatment relating to organ transplant
- (xviii) Private prescriptions or outpatient drugs
- (xix) Any treatment received outside the United Kingdom
- (xx) Non-medical expenses such as travel, meals or other out-of-pocket expenses unless, in the opinion of the Trustees, payment would be in the best interests of members as a whole
- (xxi) Treatment for any injury that is deliberately self inflicted, a result of attempted suicide or caused by another with the member's/associate member's consent
- (xxii) Any treatment in respect of developmental delay, whether physical, psychological or learning difficulties, including dyslexia or dyspraxia
- (xxiii) Preventative treatment
- (xxiv) Vaccination and immunisations
- (xxv) Routine medical check ups
- (xxvi) The cost of providing or fitting any external prosthesis or appliance
- (xxvii) Any treatment of injuries or conditions resulting from any dangerous or extreme sport or activity including, but not limited to:-  
  
  - Sky-diving, parachuting, hand-gliding, bungee jumping, mountaineering, rock climbing, lugeing, bobsleigh, ski jumping or heli-skiing
- (xxviii) Any complimentary or alternate medicine including, but not limited to, aromatherapy, reflexology or acupuncture, except as part of an approved course of physiotherapy treatment.



- (xxix) Medical appliances or equipment including, but not limited to, walking aids, dialysis equipment, breathing apparatus, mobility devices or drips
- (xxx) Any treatment following an emergency admission or transfer from an NHS or other hospital
- (xxxi) No benefits are payable in respect of medical advice or treatment incurred as follows:-
  - (a) Prior to becoming a member/associate member of the scheme;
  - (b) During the first twenty-four months membership of the scheme relating to:
    - any condition for which advice or treatment was sought by the member/associate member concerned during the twenty-four months immediately prior to joining the scheme;
    - any condition known by the member/associate member to exist prior to the member/associate member joining the scheme
  - (c) Where there is a failure to comply in full with the Claims Procedure set out in clauses 18 - 24
  - (d) After the termination of a membership or the receipt by the Trustees of notice from the member/associate member of resignation from the scheme, except where such treatment was approved and completed prior to the termination of the membership.

17. The Trustees will not normally approve benefits to cover the cost of private treatment for any member who is already receiving NHS in-patient treatment and who wishes to transfer to a private facility. In any event the normal claims procedure will apply.

## CLAIMS PROCEDURE

18. Any member/associate member wishing to make a claim for benefit in relation to treatment under the scheme shall initially obtain a claim form from the Trustees and complete or (if appropriate) arrange for the completion of such form.

In exceptionally urgent cases, a modified procedure may be applied, for example, where treatment has begun and it becomes clear that more treatment than envisaged is required. In such circumstances the need for prior approval to be obtained remains, but such approval may be granted by telephone. A £50 one off excess payment will be required when registering a claim and a GP's Referral Declaration Form will be incorporated into the claim form pack, which a GP must complete and sign at the appointment. This form must be returned to the scheme administrator by the claimant before any further consultation or treatment will be approved for payment.

19. The completed form shall be sent to the Trustees or, if the Trustees so direct, to their Agent.
20. The Trustees or (as appropriate) their Agent will inform the member/associate member whether treatment has been authorised and any limits on such treatment as is authorised.

Where treatment is authorised, the cost of such treatment, subject to any limitations notified, will be met by the scheme.

21. If treatment is not authorised, neither the scheme nor the Trustees will be responsible for the payment of any costs incurred other than the reasonable cost of the initial consultation required to complete the application form.
22. Any member/associate member wishing to make a claim for a cash benefit under Clause 15 shall initially obtain a claim form from the Trustees and complete or (if appropriate) arrange for the completion of such form.

The completed form shall be sent to the Trustees, or if the Trustees so direct, to their Agent, as soon as possible after the member/associate member is discharged from hospital, and in any event within fourteen days of discharge. The Trustees reserve the right to require such further information as they, at their absolute discretion, deem fit before considering a claim for cash benefit.

23. The Trustees may, at their absolute discretion, require such information as they deem fit from the member/associate member or any General Practitioner or medical specialist prior to authorising any application for benefit under the scheme.
24. The Trustees may, in exceptional circumstances, if they, at their absolute discretion see fit, waive a failure to follow the Claims' Procedure and retrospectively approve treatment.

## GENERAL

25. This Agreement will be governed by, and in accordance with, the Laws of England.
26. It shall be the duty of all adult members/associate members of the scheme to communicate to the Trustees a current address. It shall be the duty of all members whose children or dependants are associate members to communicate to the Trustees their address.

Any communication sent by the Trustees by post to any member/associate member at the last notified address will be deemed to arrive within seven days of posting by the Trustees.

27. Where any treatment is paid for under the scheme and such treatment is occasioned by the negligence or other cause of action for which a third party is liable and in respect of which damages are or may be recoverable, then all sums paid by the scheme on behalf of the member/associate member concerned shall constitute loans to the member/associate member and the member/associate member shall, forthwith, notify the Trustees of any claim, compromise settlement or judgement made or awarded in connection therewith and shall give to the Trustees all such particulars of such matters as they may reasonably require and shall, if the Trustees shall so require, refund to the Trustees such sum not exceeding the less of:
  - (i) the amount of damages recovered by him/her under such compromise settlement or judgement, and
  - (ii) the sums paid out by the scheme in relation to treatment necessitated by the incident giving rise to the claim.
28. The Trustees may, at their absolute discretion and at any time, change all or any of the aforesaid rules. Any such change will be binding upon members/associate members immediately or from such time as the Trustees direct, and shall not be conditional on members/associate members receiving notification.

## APPENDIX A

### SUBSCRIPTIONS

The subscription rates per period are as follows: -

#### SERVING MEMBERS

#### SERVING MEMBERS/POLICE STAFF PAYING FOUR-WEEKLY FROM SALARY

##### Under 40 Years of Age

	Standard Rate £	+Overage Child £	+2 Overage Children £
Member Only	29.00	58.00	87.00
Member & Spouse	58.00	87.00	116.00
Full Family	71.00	100.00	129.00
Member & Children	42.00	71.00	100.00

##### 40 Years of Age Plus

Member Only	34.00	63.00	92.00
Member & Spouse	67.00	96.00	125.00
Full Family	80.00	109.00	138.00
Member & Children	47.00	76.00	105.00

#### SERVING MEMBERS PAYING MONTHLY FROM SALARY/STANDING ORDER

##### Under 40 Years of Age

Member Only	31.41	62.83	94.25
Member & Spouse	62.83	94.25	125.66
Full Family	76.91	108.33	139.75
Member & Children	45.50	76.91	108.33

##### 40 Years of Age Plus

Member Only	36.83	68.25	99.66
Member & Spouse	72.58	104.00	135.42
Full Family	86.66	118.08	149.50
Member & Children	50.91	82.33	113.75

## RETIRED MEMBERS

### RETIRED MEMBERS PAYING MONTHLY FROM PENSIONS/STANDING ORDER

#### 40 – 64 Years of Age

	Standard Rate £	+Overage Child £	+2 Overage Children £
Member Only	46.00	75.00	104.00
Member & Spouse	92.00	121.00	150.00
Full Family	110.50	139.50	168.50
Member & Children	66.00	95.00	124.00

#### 65 – 70 Years of Age

Member Only	58.00	87.00	116.00
Member & Spouse	115.50	144.50	173.50
Full Family	143.00	172.00	201.00
Member & Children	85.50	114.50	143.50

## APPENDIX B

### STUDENT OFFICER SUBSCRIPTIONS

Special terms apply to Student Officers.

The rates for Full Family and Member and Children cover children who are under the age of 21 years. Once a child who is an associate member reaches the age of 21, the current adult rate is payable for that child.

The rates are as follows: -

#### Four Weekly Subscription Rates

Level of Cover	1 <sup>st</sup> 6 Months of Service 4 Weekly		2 <sup>nd</sup> 6 Months of Service 4 Weekly	
	Under 40 Yrs of Age	40 Yrs of Age +	Under 40 Yrs of Age	40 Yrs of Age +
Member Only	Free	Free	£14.50	£17.00
Member & Spouse	£29.00	£34.00	£43.50	£50.00
Full Family	£42.00	£46.00	£56.50	£63.00
Member & Children	£13.00	£14.00	£27.50	£30.00

#### Monthly Subscription Rates

Level of Cover	1 <sup>st</sup> 6 Months of Service Monthly		2 <sup>nd</sup> 6 Months of Service Monthly	
	Under 40 Yrs of Age	40 Yrs of Age +	Under 40 Yrs of Age	40 Yrs of Age +
Member Only	Free	Free	£15.71	£18.42
Member & Spouse	£31.42	£36.83	£47.12	£54.17
Full Family	£45.50	£49.83	£61.21	£68.25
Member & Children	£14.08	£15.17	£29.79	£32.50

## APPENDIX C

### FINANCIAL LIMITS

Period 1 October 2010 until further notice

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

<b>Benefit</b>	<b>Financial Limit (1 Oct 2010 Until further notice)</b>
Maximum of benefits payable by The Northern Police Healthcare Scheme aggregate with any benefits from the scheme per member/associate member per financial year	£25,000
Consultations per member/associate member per financial year	£1,000
Diagnostic tests, e.g. blood tests and MRI scans per financial year	£1,500
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, providing that the Trustees will only consider paying for such surgery where the initial cosmetic etc surgery was reconstructive surgery, necessary after medical treatment and is agreed to by the Trustees. Treatment costs will be per member/associate member per financial year and will be inclusive of any payment for Consultations.	£5,500
If a member/associate member is required to have or decides to have treatment through the NHS in circumstances where the member/associate member would be entitled to have private treatment, the member/associate member shall be entitled to be considered for a cash payment. This benefit does not apply to members/associate members admitted to a National Health Service (NHS) hospital as an emergency admission and who necessarily remain in NHS care after any required treatment/surgery.	£60 per night or day-case surgery to a maximum of £1500 in any twelve-month period
The cost of physiotherapy, chiropractic, osteopathic and/or acupuncture treatment received as an outpatient to any member/associate member, payable per condition per year.	£300.00 per condition
In addition the fund will pay for the initial assessment fee but if the member's/associate member's GP practice charge a fee for completing the relevant claim form this will be the member's/associate member's responsibility.	