



# Healthcare Scheme Rules

[www.forcesmutual.org](http://www.forcesmutual.org)

**Forces**  
**Mutual**

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# 1. Introduction

- 1.1 These are the rules of the Healthcare Scheme for members joining the Healthcare Scheme from 1 March 2015 and shall take effect from 1st November 2024.
- 1.2 The Healthcare Scheme is self funded and is discretionary (i.e., it is not insurance based). It is owned and operated by the Company and none of the Members have any ownership or rights to any of the assets of the Healthcare Scheme.
- 1.3 All benefits provided under the Healthcare Scheme are granted at the absolute discretion of the Board.
- 1.4 All defined terms in these rules are set out in Appendix 1

# 2. Membership of the Healthcare Scheme

- 2.1 Any person shall be entitled to apply to become a Member of the Healthcare Scheme provided that such person:
  - 2.1.1 has completed an application in a form and manner approved by the Board from time to time; and
  - 2.1.2 is a resident of the United Kingdom or the Isle of Man. and is aged between 18 years and 65 years old (inclusive), at the point of joining the Healthcare Scheme. There is no upper age restriction for existing members.
  - 2.1.3 If you or your spouse, partner or civil partner has a baby whilst a member of the scheme, you can add the baby to the membership 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, please contact us to find out if medical exclusions will apply, dependent on age.
- 2.2 The Board shall have an absolute discretion to determine the eligibility of and whether or not to admit, any person to membership of the Healthcare Scheme and the Board's decision shall be final and binding. The Board reserves the right to refuse admission notwithstanding that an individual would normally be eligible.
- 2.3 A register of Members of the Healthcare Scheme shall be 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.

- 2.4 Any member may cancel their membership at any time by notifying Forces Mutual of their request to cancel by telephone, email, or post. The cancellation shall take effect 30 days' after the date the Company receives the notice from the Member ("the notice period"). The Member shall not be entitled to any refund of subscriptions or other sums which have been paid to the Company in advance.

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

If a member leaves Armed Forces employment, retires or transfers Forces, they can remain a Member of the Healthcare Scheme.

- 2.5 The Board may terminate the membership of a Member by giving the Member not less than 30 days' notice in writing and the Member and their Family Members shall not be entitled at the expiry of such 30 day period to any further benefit or payment from the Healthcare Scheme save (other than in the case of dishonest or fraudulent conduct) for any sums due to the Member at the date of cessation of the membership.
- 2.6 If a Member or Family Member shall:
  - 2.6.1 fail to pay any sum due to the Company from time to time within 30 days of the due date; or
  - 2.6.2 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 and/or the Forces Mutual Claims Service with all material facts or otherwise dishonestly securing such benefit or payment; or
  - 2.6.3 the Member or Family Member knowingly or recklessly, at any point before or during the claims process, omits a material fact or knowingly or recklessly provides an incorrect fact, or fails to supply documents as may be requested by the Company; and/or the Forces Mutual Claims Service or
  - 2.6.4 make a dishonest or fraudulent Medical Form of whatever kind; or
  - 2.6.5 commit any material breach of these rules; or

- 2.6.6 engage (or is likely, in the reasonable opinion of the Board, to engage) in any activities which are/is detrimental, derogatory, offensive or otherwise harmful to the Company, or which prejudice reputation of the Company; then the Board may, in its absolute discretion, resolve to expel the Member forthwith from the Healthcare Scheme. The Member shall be entitled to appeal this decision to the Board. The decision of the Board shall be final.
- 2.7 Membership of the Healthcare Scheme is not transferable and shall cease on the death of a Member in respect of them and their Family Members but without prejudice to a Family Member's entitlement to apply for membership in their own right under rule 2.
- 2.8 Once a Member has ceased to be a Member, their name shall be removed from the register of Members and neither them nor any of their Family Members shall be entitled to any further benefit or payment from the Healthcare Scheme save (other than in the case of an Expelled Member or in the case of dishonest or fraudulent conduct) for any sums due to the Member at the date of cessation of the membership.
- 2.9 The Board may remove any person from the status of Family Member by giving the Member concerned not less than 30 days' notice in writing and such Member and the Family Member concerned shall not be entitled at the expiry of such 30 day period to any further benefit or payment from the Healthcare Scheme in respect of such Family Member save (other than in the case of dishonest or fraudulent conduct) for any sums due to the Member at the end date of the membership.
- 3.5 The Board may from time to time increase the subscription rates. The Board will notify the Member in writing using the email or postal address on file. The Board will normally try to give you reasonable notice of a change to the subscription rates. This may not be possible for changes that are outside of the Board's control but the Board will give you as much notice as possible in such circumstances.
- 3.6 It is the Member's responsibility to provide updated contact details when these change. The Member, may cancel their membership and start the standard notice period (see rule 2.4 above) within 28 days of being notified of the increase. Where no cancellation request is received, the Member will be subject to the new subscription rates. If a Member fails to increase their payment then the Member may not receive the full extent of the Benefits they would otherwise be entitled to be considered for and, in certain circumstances, the membership may be cancelled.
- 3.7 If a change of circumstances occurs which would entitle a Member to a reduced subscription rate, the onus is on the Member to inform the Company in writing. If no notification is made and an overpayment is made, then the Board may in its absolute discretion agree to refund all or part of any such overpayment but in any event, refunds will be limited as follows:
  - 3.7.1 up to a maximum of 12 months of subscriptions where payment continues after the death of a Member; and
  - 3.7.2 up to a maximum of three months of subscriptions in all other cases.

### 3. Subscriptions

- 3.1 Each Member shall pay a monthly subscription in order to remain a Member.
- 3.2 Subscriptions will vary from time to time depending on a number of factors. These include ensuring that there are sufficient funds in the Scheme to pay for current and future predictions of Members' claim amounts.
- 3.3 The subscription shall be paid by direct debit or in such other manner as the Board may agree from time to time.
- 3.4 If the Member's cover is provided as a benefit of employment, the subscription can be paid by the Member's employer and the Member and/or the Member's employer will be responsible for the appropriate tax.

### 4. Benefits

- 4.1 Any Member who has paid their subscription up to and including the Medical Relevant Date, may or their Family Members may, at the absolute discretion of the Board, be entitled to benefit from the following:
  - 4.1.1 **Consultations**  
Subject to the Financial Limits, the Company may at the absolute discretion of the Board, pay the fee for a Consultation necessarily incurred by a Beneficiary provided that the procedures in rule 4.2 are followed.
  - 4.1.2 **Treatment Covered by the Healthcare Scheme**  
4.1.2.1 Subject to the Financial Limits, the Company may at the absolute discretion of the Board, pay the whole or part of the cost of any Treatment for a Beneficiary who has been referred to a Specialist by their GP, provided the procedures in rule 4.2 are followed; or

4.1.2.2 Where a Beneficiary is entitled to be considered for the cost of Treatment in accordance with rule 4.1.2.1, but chooses to have Treatment under the NHS they may, at the absolute discretion of the Board, be entitled to the whole or part of a cash alternative, subject to the Financial Limits. We will only consider a claim for treatment that would be authorised under the Scheme rules and has a minimum of 1 night stay. The Scheme does not cover any treatment following an emergency admission or transfer from an NHS hospital or inpatient admissions for drugs/monitoring. The Scheme does not cover the cost of any emergency treatment or procedures. The procedure code submitted on your claim will allow Forces Mutual to calculate the maximum number of nights that will be authorised. The expected length of stay, if the procedure was carried out in a private hospital is used to calculate the cashback figure. This matches the process the Scheme uses when authorising non NHS claims. This may be different to the actual length of stay in an NHS facility.

**4.1.3 Home Nursing and Hospital Accommodation**

Subject to the Financial Limits, the Company may at the absolute discretion of the Board, pay in respect of any Beneficiary and subject to the procedures in rule 4.2 having been followed the whole or part of:

4.1.3.1 the costs of home nursing by a registered nurse following Treatment either as an in-patient or as an out-patient where such care is directed by a Specialist as necessary; and

4.1.3.2 the hospital accommodation expenses for a parent or guardian accompanying a Beneficiary, who is a child under the age of 10 years, whilst receiving Treatment on an in-patient basis.

**4.1.4 24/7 GP Consultation 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 pay the cost of the telephone call to book the appointment. Members do not need authorisation to call the GP Consultation Service.

To book an appointment:  
Call 0845 222 8591; or visit [policemutual.gpsurgery.uk.com](http://policemutual.gpsurgery.uk.com)

Call costs may vary. Calls to 03 or 08 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](http://policemutual.gpsurgery.uk.com) for more information.

**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 or the HealthHero GP line as soon as possible.

4.2.2 If at that appointment, the GP makes a diagnosis and no referral to a Specialist is recommended then no further action is necessary.

4.2.3 If the GP recommends a referral to a Specialist, then the Member shall request an open referral letter from the GP - if the Member is in their first 2 years of membership, a GP report will also be required to confirm the claim isn't for a pre-existing condition. (Refer to Appendix 1 - glossary)

4.2.4 The Member shall contact Forces Mutual Claims Service to request authorisation to attend a consultation by calling +44 208 049 8387.

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

Once agreed, Forces Mutual Claims Service will transfer the Member through to a booking line or arrange the appointment directly at one of the designated approved hospitals to arrange the appointment.

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

4.2.5 Should the Specialist require any tests, these must take place at an approved Clinic or Hospital that Forces Mutual Claims Service propose. In the case of MRI or CT scans, written permission must be obtained from the Forces Mutual Claims Service prior to an appointment being made.

4.2.6 Where Treatment is required the Beneficiary should contact the Forces Mutual Claims Service to request authorisation for the recommended treatments or tests on +44 208 049 8387 or email [forcesmutual@healix.com](mailto:forcesmutual@healix.com).

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

- 4.2.7 Once a claim is authorised, the Beneficiary will be asked to pay a member contribution to the approved Hospital or Clinic. The authorisation letter will be emailed or posted to the Member. Treatment can then be received at an approved Clinic or Hospital that Forces Mutual Claims Service propose.
- 4.2.8 Members living within a calculation of a 45 minute drive time of one of Forces Mutual Claims Service's approved hospitals or clinics will have their consultation and treatment authorised there, subject to availability and their required medical specialism.
- 4.2.9 If no Treatment is required at or following the appointment with the Specialist or the procedure or operation suggested is not within the definition of Treatment then no further action is necessary and no further Benefits will be payable.
- 4.2.10 If during a period of Treatment a Member ceases to be a Member, the Company shall not be responsible for the cost of the Beneficiary's Treatment forthwith from the date the Member ceases to be a Member.
- 4.2.11 The written authorisation letter to proceed with the Treatment must be produced at the time of admission to the approved Clinic or Hospital. If the Beneficiary undergoes any Treatment without first receiving the written authorisation of the Forces Mutual Claims Service, the Company shall be under no obligation to pay any Benefits.
- 4.2.12 In order to process the Medical Claim fairly and quickly it may be necessary for the Forces Mutual Claims Service to obtain a medical report from a Beneficiary's GP or Specialist. The obtaining of the medical report in this manner is governed by the Medical Reports Act 1988 and the Access to Personal Files and Medical Reports (Northern Ireland) Order 1991 for members in Northern Ireland. If the Beneficiary refuses to give consent on the Medical Claim for the Forces Mutual Claims Service to obtain the medical report, then Forces Mutual Claims Service may not be able to process the Medical Claim or give consideration to the application and therefore no Benefits may be payable. Any charges relating to medical reports will be payable by the Member.
- 4.2.13 The Company does not pay for costs relating to treatment, or transfers to or from, NHS hospitals, unless these are agreed, under exceptional circumstances before admission. For further items not covered by the Scheme see Appendix 2.
- 4.2.14 Where the Forces Mutual Claims Service determines to pay for part only of the fees or costs of the Treatment, home nursing, hospital accommodation or any other Benefits referred to in rule 4.1, the Company shall pay the agreed authorised amount directly to the service provider. The claim process in rule 4.2 must be followed. The remaining balance will be payable by the Member directly to the service provider.
- 4.2.15 Once a period of six months has elapsed since the Beneficiary last received any Treatment or if the Member does not submit a claim to the Forces Mutual Claims Service within the period of six months from the date it was originally sent to the Member, the claim shall be closed at the expiry of such period and any Treatment requested or provided after this date shall be treated as a new claim and a new authorisation and Member Contribution payment will be required.
- 4.2.16 A benefits table can be seen within Appendix 4
- 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 Forces Mutual Claims Service of this fact and the following provisions of this rule 4.3 shall apply.
- 4.3.2 Where a Beneficiary has an Other Scheme they shall take all reasonable steps as are required by the Other Scheme to claim for their medical consultation and treatment costs before requesting the Healthcare Scheme to consider paying any Benefits. The Forces Mutual Claims Service may request documentation regarding the Beneficiary's reasonable steps in obtaining medical consultation and treatment under the Other Scheme before making any decision as to whether or not to provide Benefits under the Healthcare Scheme.
- 4.3.3 If the Company nevertheless pays any Benefits in circumstances where the Beneficiary has a right to recover such sums from their insurers, a Third Party or the Third Party's insurers (the Claim):

- 4.3.3.1 the Member and their Family Members will take such lawful action as the Company may reasonably request (including instructing professional advisers as approved by the Company and taking all necessary legal action) to pursue the Claim to recover the Benefits paid by the Company;
- 4.3.3.2 to the extent permitted by law, the Member and their Family Members at the request of the Company allow the Company to have absolute control of the conduct of the Claim or proceedings using, where necessary, the name of the Beneficiary, in so far as the conduct of the Claim is or the proceedings are capable of being dealt with separately from any other claim.
- 4.3.4 Where a Beneficiary makes a Claim, the Member concerned shall immediately notify the Forces Mutual Claims Service of this fact and give the Forces Mutual Claims Service full details of the Claim.
- 4.3.5 The Member shall, and shall ensure that their Family Members shall, amend any Claim against their insurers, the Third Party or the Third Party's insurers as reasonably required by the Company to ensure that as far as possible all Benefits paid by the Healthcare Scheme are recovered.
- 4.3.6 The Member shall, and shall ensure that their Family Members shall, at all times provide the Company with such information, documents and/or correspondence relating to the Claim as the Company may reasonably require.
- 4.3.7 The Member shall procure that neither they or their Family Members nor their professional advisers shall agree to settle a Claim without the written consent of the Company, such consent not to be unreasonably withheld or delayed.
- 4.3.8 Where a Beneficiary receives or recovers from their insurers, the Third Party or the Third Party's insurers any sums relating to the Benefits and/or the Claim, the Member concerned shall procure that they and their Family Member shall repay to the Company such sums (without any deduction) as represent the Benefits paid by the Company in respect of the condition, illness or accident forming the subject of the Claim.
- 4.3.9 A Beneficiary is obliged to bring a Claim where they are entitled to do so and the Member concerned shall procure that they or their Family Member include in their Claim any Benefits.
- 4.3.10 If a Beneficiary is unable to bring a Claim due to death or bankruptcy then, to the extent permitted by law, the Member concerned shall use their best endeavours to procure that they or their Family Member concerned's executors, personal representatives or trustee in bankruptcy (as the case may be) allow the Company to have absolute control and conduct of any Claim or proceedings relating to the recovery of any sums paid to or on behalf of the Beneficiary against the Beneficiary's insurers, the Third Party or the Third Party's insurers.
- 4.3.11 If a Member or any Family Member fails to comply with the provisions of this rule, then the Company reserves the right to reclaim all Benefits from the Member personally.

## 5. General

- 5.1 To ensure that the information which the Company maintains about the Healthcare Scheme Members is accurate, Members shall immediately notify the Company of any change of particulars such as for example, a change of name, address or contact details by calling 0151 363 5290 or emailing [healthcare@policemutual.co.uk](mailto:healthcare@policemutual.co.uk)
- 5.2 Subject always to the provisions of rule 5.3, no provision of these rules is enforceable by any person other than the Company or a Member and no third party shall be entitled to enforce any of these rules whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 5.3 All Benefits provided under these rules are granted at the absolute discretion of the Board, whose decision shall be final and binding.
- 5.4 If there is any dispute as to the interpretation of any of these rules, the decision of the Board shall be final and binding.
- 5.5 These rules may be revoked, supplemented or varied, from time to time or new rules introduced in their place by a resolution of the Board. 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 other changes to the rules shall take effect no earlier than 30 days from the resolution date. A copy of the current rules are available on the website or upon request.

5.6 The Company and Forces Mutual Claims service will hold and use information which any Beneficiary provides to the Company for the administration of the Healthcare Scheme and for any other purpose associated with the Healthcare Scheme. The Company may disclose such information to those involved in the provision of any benefits under the Healthcare Scheme (including those involved with any treatment or care).

Medical information will be kept confidential and will be disclosed only to those involved with the treatment or care of a Beneficiary, including GP's and their agents. The Company may on occasions wish to inform a Beneficiary of products and services which it considers may be of interest to them. A Beneficiary can ask not to receive such materials by writing to the Company.

5.7 The Board may at any time delegate any of their duties or powers to one or more members of the Board or to any person or organisation they deem appropriate on such terms as they may decide.

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

#### 5.9 **How to Make a Complaint**

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

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

Post: Forces Mutual, 5th Floor, 20 Chapel Street, Liverpool L3 9AG  
Email: [healthcare@policemutual.co.uk](mailto:healthcare@policemutual.co.uk)  
Telephone: 0151 363 5290

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

Post: Healix Healthcare, Healix House, Esher Green, Esher, Surrey, KT10 8AB  
Email: [policemutual@healix.com](mailto:policemutual@healix.com)  
Telephone: +44 208 049 8383

In all correspondence, please tell us you are a Forces Mutual Healthcare Member and provide your Membership number. This will help us to confirm your membership details and deal with your complaint as quickly as possible. Following our complaints procedure does not affect your legal rights

as a consumer. For further information, you can contact the Citizens Advice Bureau or Trading Standards.

#### 5.10 **Centre for Effective Dispute Resolution**

If we have not completed our investigations into your complaint within 8 weeks of receiving your complaint, or if you are unhappy with our Final Response, you may ask the Centre for Effective Resolution (CEDR) to look at your complaint. If you decide to contact them, you should do so within 6 months of receiving our Final Response Letter. For more information regarding their scope, please refer to [www.cedr.com/consumer](http://www.cedr.com/consumer) Centre for Effective Resolution, 100 St. Paul's Churchyard, London EC4M 8BU  
Tel: 0207 536 6000  
email: [applications@cedr.com](mailto:applications@cedr.com)

## 6. Notices

6.1 Any notice or other communication to be given by a Member to the Company, or the Board shall be in writing and shall be served by addressing it to the Company marked for the attention of the Board and delivering it personally (which includes delivery by courier) or sending it by pre-paid first class post to the registered office of the Company from time to time. Any such notice shall be deemed to have been received:

6.1.1 if delivered personally, at the time of delivery;

6.1.2 in the case of pre-paid first class post 48 hours from the date of posting.

6.2 Any notice or other communication to be given by the Company or the Board to a Member may be served by delivering it personally (which includes delivery by courier) or sending it by pre-paid first class post to the address of the Member in the register of Members of the Healthcare Scheme or last known residential address or by electronic communications to the email address which has been given by the Member to the Company for communications or (in the case of Members who are serving) to the Member either using the internal intranet of the force of whom the Member serves or the global email system of such force. Any such notice shall be deemed to have been received:

6.2.1 if delivered personally, at the time of delivery;

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



- 6.2.3 in the case of electronic communications 48 hours from the time of transmission.
- 6.3 In proving such service, it shall be sufficient to prove that the envelope containing such notice or communication was addressed to the address of the relevant person set out in rule 6.1 or 6.2 and delivered either to that address or into the custody of the postal authorities as a pre-paid 1st class letter, or that the notice or communication was transmitted to the electronic address of the relevant person referred to in rule 6.2 or posted on the relevant intranet site.
- 6.4 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 their estate in England, if the notice is addressed to the deceased person by name or to their personal representatives by title and is otherwise sent or transmitted in accordance with rule 6.2 or posted on the relevant intranet site.

- Details of when you contact us and when we contact you
- We may supplement the data we collect about you with information we obtain from third parties. Before we use this information, we ensure that the third party is permitted to share such information with us.
- Online information for example Cookies and IP address (your computer's internet address), if you use our websites.

### 7.3 **How will we use the information we collect?**

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

- To provide you with a Healthcare Plan and to administer that plan
- To enable the processing of claims
- To notify you about important changes or developments to the features and operation of products and services
- To carry out market and brand research and analysis
- To develop, test the performance of and manage our brands, products, services and internal processes
- To develop new products, services and propositions
- To inform you about products, services, offers, competitions and promotions
- To administer offers, competitions and promotions
- To show you selected content and advertisements via social media (for example, using Facebook Custom Audiences and Google Custom Match). You can use the preference settings of the social media provider to manage how and if these appear. For more information view our Social Media Policy at [www.forcesmutual.org](http://www.forcesmutual.org)
- 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.

## 7. Privacy Policy

### 7.1 **How we will use your personal data**

PMHC Limited (Forces 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](mailto:datacontroller@bspokegroup.co.uk)

### 7.2 **What information do we collect about you?**

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

- Personal information and contact details such as name, date of birth, National Insurance Number and address
- Job title and employment details
- Lifestyle and social circumstances
- Information about your physical and mental health
- Information about family members

The categories are a way of grouping people who are likely to have similar social, demographic (i.e. age, location) and financial circumstances. The results are assessed and combined so we get a picture of our customers as a whole, and tailor the products and services we provide.

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

- We rely on the contract between us when providing products and/or services
- In certain circumstances, we have a legal obligation to disclose your personal information to a third party
- To pursue our legitimate interest provided your fundamental rights are not overridden, for example, to conduct market and brand research, undertake product, service and proposition development and direct marketing by post and telephone
- We rely on consent when we process certain categories of data such as health information and details of criminal convictions. We also rely on consent when using your information for direct marketing activities by SMS and email.

#### 7.4 **Who might we share your information with and why?**

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

- Healix who are a claims administration service who act on our behalf

The companies trading as Forces 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, protection products and wellbeing activities.
- Within our group of companies, our agents and third parties who provide services to us
- Insurers/Reinsurers
- Claims – Third party administrators
- Complaints – Third party administrators
- Loss adjusters
- Regulatory authorities
- Fraud prevention agencies
- Legal & crime prevention agencies

- Any additional parties who may communicate with us on your behalf, provided they have the necessary permission
- Other parties that have or may acquire control or ownership of our business (and our or their professional advisers) in connection with a significant corporate transaction or restructuring, including a merger, acquisition, asset sale, initial public offering or in the event of our insolvency—usually, information will be anonymised, but this may not always be possible. The recipient of any of your personal data will be bound by confidentiality obligations
- Providers of healthcare services that are included in your membership
- If you need to make a claim the Forces Mutual Claims Service will need to collect some information about your medical condition so that it can be shared with the relevant healthcare provider

#### 7.5 **What precautions do we take to protect your information?**

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

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

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

View our Security Policy at [www.forcesmutual.org](http://www.forcesmutual.org) for more information.

## 7.6 **How long do we keep hold of your information?**

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

## 7.7 **Your rights**

Where you have given consent to use your personal data, you have the right to withdraw that consent at any time by emailing [nomarketing@forcesmutual.org](mailto:nomarketing@forcesmutual.org) or by calling 0151 363 5290. 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 0151 363 5290 or write to us at: Forces Mutual, Customer Services, Unity Building, 20 Chapel Street, Liverpool, L3 9AG. We will provide a response within 30 days, if not sooner. There is normally no charge for exercising any of your rights.

## 7.8 **Complaints**

If you have any concerns about the way we use your information, you can raise these with us by following our complaints procedure. To find out more call 0151 363 5290. You also have the right to refer your complaint to the Information Commissioner's Office at [ico.org.uk](http://ico.org.uk) or by calling 0303 123 1113.

You can view a full copy of our privacy policy at [www.forcesmutual.org](http://www.forcesmutual.org)

## Appendix 1 – Glossary

Some words or phrases used in these rules 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.

<b>Approved Clinic or Hospital</b>	means a medical facility authorised to carry out Treatment and Consultations for Healthcare Members of Forces Mutual. Details are available by contacting the Forces Mutual Claims Service at any time or when making a claim.	<b>Consultation</b>	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.
<b>Beneficiary</b>	means a Member and any Family Member of a Member;	<b>the Company</b>	means the PMHC Limited trading as Forces Mutual (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
<b>Benefits</b>	means any sums paid to or on behalf of a Beneficiary under the Healthcare Scheme in accordance with these rules.	<b>Expelled Member</b>	means a Member who has been expelled by the Board in accordance with the rules contained in Appendix 3.
<b>Board</b>	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.	<b>Family Member</b>	means the immediate family specifically named and nominated by the Member and accepted by the Company as a Family Member of that Member.
<b>Chronic Condition</b>	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.	<b>Financial Limits</b>	means without prejudice to the discretionary nature of the provision of the Benefits, the maximum amount payable in respect of Benefits as set by the Board for each financial year.
<b>Consultant</b>	means a Fellow of the Royal College of Surgeons or a Fellow of the Royal College of Physicians.	<b>Forces Mutual Claims Service</b>	means the claims team who administer on our behalf any Claims made under this Scheme. This service is operated by Healix Health Services Limited

<b>GP</b>	means general medical practitioner.	<b>Pre-Existing Condition</b>	means any injury, illness or condition, suffered in the 5 years prior to joining the health scheme:
<b>Healthcare Scheme</b>	means the healthcare scheme operated by the Company from time to time, details of which are set out in these rules.		(i) for which medical advice, attention or treatment has been received by the Beneficiary.
<b>Medical Relevant Date</b>	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.		(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.
<b>Member</b>	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.	<b>Specialist</b>	means a specialist doctor, healthcare or mental health professional, osteopath, physiotherapist or chiropractor.
<b>NHS</b>	means the National Health Service.	<b>Third Party</b>	means any person or entity other than the Beneficiary.
<b>Open Referral</b>	means General Practitioners referring patients to any consultant with a particular specialism for treatment rather than explicitly naming a specific consultant.	<b>Treatment</b>	means medical treatment, examinations, tests, procedures, operations, scans, surgery, whether in-patient or out-patient but excluding any medical treatment, examinations, tests, procedures, operations, scans or surgery which comprise of or are connected with any of the exclusions set out in Appendix 2.

## Appendix 2 – What we do not pay for

We do NOT pay for the following:

1. Any treatment for a Pre-Existing Condition save that such Pre-Existing Condition will not preclude the Beneficiary from being considered for Benefit when the Beneficiary has completed 24 months continuous participation in the Healthcare Scheme and the Beneficiary has, since joining the Healthcare Scheme, gone 24 months without receiving any medical advice, attention or treatment for that Pre-Existing Condition.
2. Treatment will not be covered in excess of £30,000 in any one financial year of the Company per Beneficiary detailed in Appendix 2.
3. Oncology, radiotherapy or chemotherapy.
4. Any treatment or surgery to correct long or short-sightedness relating to eyes including eye tests and spectacle prescriptions.
5. Any dental procedure including orthodontics.
6. Any cosmetic or aesthetic surgery or treatment or any surgery or treatment which relates to or is connected because of previous cosmetic or aesthetic surgery or treatment. However, at the absolute discretion of the Board, the Company will consider paying for initial reconstructive surgery where it is necessary after medical treatment which the Healthcare Scheme has paid for and is agreed to by the Board.
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 or tests in respect of developmental delay, whether physical, psychological or learning difficulties including (without limitation) dyslexia, dyspraxia, ADHD or autism.
15. Preventative treatment.
16. Vaccination and immunisations.
17. Routine medical check-ups.
18. The cost of providing or fitting any external prosthesis or appliance ie crutches or an air boot.
19. Any treatment received outside of the United Kingdom.
20. Any treatment of injuries or conditions resulting from any dangerous or extreme sport or activity including, but not limited to:
  - 20.1 sky-diving, parachuting, hand-gliding or bungee jumping;
  - 20.2 mountaineering, or rock climbing;
  - 20.3 lugging, bobsleigh, ski jumping or heli-skiing.
21. Any complementary or alternate medicine including, but not limited to, aromatherapy, reflexology or acupuncture, except acupuncture 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, sleep apnea devices or drips.
23. Private prescriptions or outpatient drugs.
24. Any in-patient treatment relating to psychiatric/psychological illness.
25. Any treatment of human immunodeficiency virus (HIV) or Creutzfeldt-Jakob disease (CJD) or the human form of mad cow disease).
26. Chiropody.
27. Any treatment received by the Beneficiary at a time when the Member has not paid their subscriptions or is not up to date with their subscriptions.
28. Any treatment relating to sexually transmitted diseases.
29. Any condition arising from alcoholism or solvent abuse.
30. Any treatment following an emergency admission or transfer from an NHS hospital.
31. Any treatment for obesity including, but not limited to, weight loss surgery, whether Medically Necessary or not.
32. Any chronic condition.
33. Experimental/Not NICE approved procedures (NICE being National Institute for Health and Care Excellence).
34. Genetic Screening.

35. Any treatment solely for the administration of medicines/drugs or for the purpose of monitoring symptoms or a condition.
36. The services of a General Practitioner or General Dental Practitioner, including routine dental treatment.
37. Personal items of expenditure incurred in hospitals such as telephone calls, newspapers and visitors' refreshments.
38. Treatment or costs relating to admissions to NHS hospitals or treatment or costs in respect of transfers to designated approved hospitals or other hospitals from NHS hospitals or treatment thereafter.
39. Any tests or treatments in respect of allergy or intolerance testing.

## Appendix 4 – Benefits Table

Discretionary benefits payable subject to the rules		
<b>Annual Maximum</b>	Annual Maximum Limit	Maximum benefit per member per year £30,000
	Member contribution	A contribution of £250 or the cost of treatment being authorised, whichever is lowest. Maximum contribution £250 per year per member
<b>In-patient and day-patient treatment</b>	Private hospital charges for: Accommodation, nursing, operating theatre, drugs, dressing, eligible surgical appliances and prostheses used in connection with treatment, physiotherapy, podiatry, other ancillary charges and diagnostic tests including pathology, x-rays, ECGs medical scanning including MRI and CT scans	Paid in full (subject to annual limit)
	Accommodation for one parent or guardian accompanying a dependant(s) under 10 years of age who is undergoing eligible in-patient treatment	Up to £25 per night for up to 10 nights per year
	Fees for consultation and treatment charged by specialist including surgeons, anaesthetists and physicians	Paid in full up the level of current industry standard fee scales
<b>Outpatient treatment</b>	Consultations	Up to £600 a year
	Diagnostic procedures including pathology, X-rays, ECGs, MRI and CT scans	Up to £1,000
	Treatment including physiotherapy, osteopathy, chiropractic, psychiatry and psychology where provided by a practitioner recognised by the scheme	Up to £600 a year
<b>Other services</b>	Nursing at home arranged by a specialist for medical reasons following in-patient or day-patient treatment	Up to £1,000 per year
<b>NHS Cash Benefit</b>	Non-emergency in-patient treatment. We will only consider a claim for treatment that would be authorised under the Scheme rules and has a minimum of 1 night stay. We do not cover any treatment following an emergency admission or transfer from an NHS hospital or inpatient admissions for drugs/monitoring. The Scheme does not cover the cost of any emergency treatment or procedures.	£250 per night up to a maximum of 21 nights per year  The number of nights that will be authorised is calculated using the expected length of stay, in a private hospital for the procedure details provided when submitting the claim. Refer to Rule 4.1.2.2 for further information.





[www.forcesmutual.org](http://www.forcesmutual.org)

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