LEICESTERSHIRE POLICE Federation MEDICAL SCHEME

SCHEME RULES

2023

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LEICESTERSHIRE POLICE Federation MEDICAL SCHEME

1. MEMBERSHIP INFORMATION

1.1 The Scheme is open to:

- **1.1.1** any Member (as defined in these Rules); and
- **1.1.2** any Spouses, Cohabiting Partners or Children (as defined in these Rules).

1.2 All Members must complete an application form and provide a clinical summary to the Scheme to become a Member. Student officers are not required to provide a clinical summary, providing that:

- **1.2.1** the application is submitted within the first 2 weeks of commencing service or receiving your student input from the federation; and
- **1.2.2** the applicant does not have a pre-existing health issue

1.3 The Trustees reserve the right to refuse membership to any individual.

1.4 Any Member may amend or cancel their membership at any time by giving 30 days' notice in writing to the Scheme provided that:

- **1.4.1** there are no ongoing claims for that Member;
- **1.4.2** there are no outstanding invoices that require payment; and
- **1.4.3** there is no planned treatment under an existing claim.

1.5 The Trustees may cancel the membership of any individual if they:

- **1.5.1** fail to pay any admin fee due within 14 days;
- **1.5.2** fail to pay their usual membership fee on time;
- **1.5.3** fail to return any claim form required by the Scheme within 14 days; and/or
- **1.5.4** make a fraudulent claim or provide incorrect information to start the claim.

1.6 Membership is for the life of the Member for as long as they:

- **1.6.1** remain eligible in accordance with the Scheme Rules from time to time;
- **1.6.2** have not been removed from membership by the Trustees; and
- **1.6.3** remain a paying individual.

1.7 If a Member dies, any family who have been admitted as Additional Members under that Member's policy may remain in the Scheme should they wish to, provided that, and for so long as they:

- **1.7.1** remain an eligible Spouse, Cohabiting Partner or Child (as defined in these Rules); and
- **1.7.2** arrange for payments to continue.

1.8 Children, if enrolled within 3 months of birth, will be accepted without evidence of health. After this point a clinical summary will be required.

1.9 All new applicants must submit their application prior to their 60th birthday.

1.10 To enable the Scheme to keep its records up to date, Members must notify the Scheme immediately of any changes to address, personal information, or any other circumstances. The Scheme will use this information to advise Members of any changes to benefits.

1.11 The Member (and any Additional Member) is not automatically entitled to private medical provision and all benefits provided by the Scheme are at the absolute discretion of the Trustees. No provision of these Rules is enforceable by any third person other than the Trustees.

1.12 The Rules and provisions may be revoked, supplemented, or varied from time to time, or new Rules introduced in their place by resolution of the Trustees.

1.13 Any changes made shall take effect from the date specified by the Trustees.

1.14 Any fraud, misstatement or concealment made on the Member's (or Additional Member's) claim or application to join the Scheme, made by or on behalf of a Scheme Member or Additional Member, shall render the membership void and all claims thereunder shall be forfeited.

1.15 Failure to abide by the Scheme Rules may lead to removal of that Member and any Additional Member for whom that Member is paying, from the Scheme.

1.16 Where the behaviour of a Member or Additional Member and/or actions are deemed to be unreasonable and likely to damage the reputation of the Scheme or its Trustees, that Member, and any Additional Member for which that Member is paying, may be removed from the Scheme at the discretion of the Trustees.

1.17 If there is a dispute as to the interpretation of any of these Rules, the decision of the Trustees shall be final and binding.

1.18 Membership subscriptions are subject to a yearly review and may be increased from time to time.

1.19 If a Member has cause to make a civil claim for an injury, illness or condition and they have sought treatment for that issue via the Scheme, they must inform the Scheme at the point of starting the claim. The Member must apply for reimbursement of these costs under 'special damages' as part of their civil claim. Should a member receive a reimbursement of these treatment costs, they must refund the costs to the Scheme in full.

1.20 No refund of subscriptions will be given for any period that a Member or Additional Member was covered by the Scheme.

2. CLAIMS INFORMATION

CLAIMS

In order to process your claim fairly and efficiently, it may be necessary for the Scheme to obtain a copy of your Medical Report or clinic letter from your GP or specialist. The obtaining of such Medical Reports is governed by the Medical Reports Act 1988. If a Member or Additional Member refuses to give consent by signing the declaration section of the claim form, your claim will not be accepted.

MAKE A GP APPOINTMENT

If you have a medical issue, arrange an appointment with your registered GP in the first instance. Your GP will evaluate your medical symptoms, carry out any preliminary tests.

GET AN OPEN REFERRAL

If your GP has assessed your condition and wants to refer you to see a specialist, please obtain a copy of the referral letter and email this through to us.

a) Ask your GP for an **open referral**. This means that your GP will refer you to the specialism that you require and not a named consultant.
b) We will not accept referrals from private GPs undertaken by remote consultation only, employee assistance providers, or occupational health physicians.

CONTACT THE MEDICAL SCHEME

Once you have a copy of your referral letter, please send this through to the Scheme. Once the team have received your referral letter, your claim will be assessed in line with these Scheme Rules. If accepted, they will contact you with authorisation and provide you with the details you need to arrange a suitable appointment.

SELF REFERRAL CLAIMS

a) Physiotherapy and counselling claims do not require a GP referral letter. Please contact the Scheme directly to start a claim for these services.
b) The Scheme will advise you of the approved treatment facility for your claim.

ADMINISTRATION FEE

If your claim relates to **Contracted Provider** costs or costs incurred at an **Approved Treatment Facility** within Leicestershire an administration fee of £30 will apply to all claims with the exception of counselling claims, in respect of which there shall be no administration fee.

If your claim relates to costs incurred at an **Approved Treatment Facility** outside of Leicestershire an administration fee of £250 will apply to all claims with the exception of physiotherapy and counselling claims, in respect of which an administration fee of £30 will apply to each such claim.

No administration fee is payable in respect of **NHS Cash Benefit** claims.

Please remember

- **All Members/Additional Members must ensure that the completed claim form and**

administration fee is returned within 14 days.

- **It is the Member's/Additional Member's responsibility to keep the Scheme updated to ensure that all treatment and investigations are authorised within Scheme limits.**
- **The Scheme will require a copy of all pages of your GP referral letter prior to starting your claim (with the exception of physiotherapy and counselling claims that are self-referral).**

3. TERMS

MEMBER

A person who has applied for membership of the Scheme, has not been refused as a Member by the Trustees, and either:

a) is
   i. not more than one monthly subscription in arrears; and
   ii. who, at the time of applying for and being accepted as a Member was receiving a contractual income from Leicestershire Police, the Office of the Police and Crime Commissioner for Leicester, Leicestershire and Rutland, or any other policing body or participating Constabulary.

OR

b) is employed by the Trustees of the Scheme or the Police Federation of England and Wales and have been granted membership of this Scheme in connection with their terms of employment and has been so admitted to the Scheme by the Trustees.

(a "**Member**")

BENEFICIARIES

The Beneficiaries of the Scheme are:

a) all Members; and
b) all "**Additional Members**", being such Spouses, Cohabiting Partners and/or Children (as defined below) who have applied for membership as an Additional Member of the Scheme by virtue of one of the following relationships with a Member, has not been refused as an Additional Member by the Trustees and in respect of whom the Member is not more than one monthly subscription in arrears:

(each a "**Beneficiary**")

A "**Spouse"**, means:

i. an individual married to or in a registered civil partnership with a Member;
ii. an individual who was married to or in a registered civil partnership with a deceased Member immediately prior to the Member's death PROVIDED that such individual shall cease to qualify as a Spouse upon the earlier of:
   A. their cohabitation with another;
   B. their marriage to another; or
   C. their entry into a registered civil partnership with another.

A "**Cohabiting Partner"**, means:

i. an individual who has been cohabiting with an existing Member for at least 6 months; or
ii. an individual who was admitted to the Scheme as a Cohabiting Partner of a deceased member immediately prior to the member's death PROVIDED that such individual shall cease to qualify as a Cohabiting Partner upon the earlier of:

   A. 12 months have elapsed after the Member's death;
   B. their cohabitation with another;
   C. their marriage to another; or
   D. their entry into a registered civil partnership with another.

All "**Children"**, means:

i. all persons under the age of 21 who are unmarried children of a Member; and
ii. all persons aged of 21 and over who are unmarried children of a Member who are living with and are, in the opinion of the Trustees, dependent on the Member.

LONG TERM CONDITION

A long-term condition is a health problem that requires ongoing care and management over a period of years or decades.

GENERAL PRACTITIONER (GP)

Medical Practitioner or organisation where the Member/Additional Member is registered and held on a list which offers Primary Care medical services from a qualified General Practitioner who can prescribe medicine.

NHS HOSPITAL

A National Health Service hospital in the United Kingdom.

CONTRACTED PROVIDER

A hospital, clinic or provider that has entered into an Agreement for the provision of clinical services to the Scheme.

APPROVED TREATMENT FACILITY

The hospital, clinic, or provider as approved by the Trustees from time to time.

IN-PATIENT

A patient who occupies a bed overnight in hospital.

OUT-PATIENT

A patient whose treatment does not require an overnight stay in a hospital or clinic.

DAY CASE

A patient who is admitted to a hospital or clinic and is discharged on the same day as planned.

NHS CASH BENEFIT
Benefit payable for each night spent in an NHS hospital up to the limits shown in the discretionary benefits schedule, subject to receipt of discharge letter.

SCHEME
The Leicestershire Police Federation Medical Scheme.

SCHEME YEAR
1 January to 31 December.

SECOND OPINION
Obtaining an alternative view of a medical condition from a second specialist.

TREATMENT
The management and care of a patient with the purpose of curing or substantially relieving a medical condition under the direction of a specialist.

CLINICAL SUMMARY
Clinical overview provided by your GP of your medical history. This is not your full medical record.

CLAIM FORM
An application to request treatment under the terms of the Scheme.

ADMINISTRATION FEE
A fee is payable for all claims (excluding counselling and NHS claims) to cover administration costs.

REMOVAL FROM THE SCHEME
A beneficiary's membership of the Scheme may be terminated at any time by the Trustees at their discretion and/or in accordance with the Trust Rules.

IN WRITING
Either a letter or an email.

PAIN MANAGEMENT
Pain management encompasses pharmacological, non-pharmacological and other approaches, to prevent, reduce or stop pain sensation.

PRELIMINARY INVESTIGATIONS
Initial diagnostic tests such as x-ray, blood tests, ultrasound scans, arranged by your GP prior to referral to a specialist.

PRE-EXISTING
A known illness, injury or health condition that existed prior to application to the Scheme.

4. WHAT IS NOT COVERED – CLAIM EXCLUSIONS

4.1 Any emergency treatment at a private urgent care hospital or clinic.

4.2 Accident and Emergency care including treatment for fractured or broken bones.

4.3 Private ambulance or transportation.

4.4 Treatment undertaken as a private patient at an NHS facility, including private wings at NHS hospitals.

4.5 Transfer from an NHS hospital to a private in-patient facility once treatment has commenced as an NHS in-patient.

4.6 Referrals for treatment that a GP would not deem as meeting the requirements for a referral into the NHS.

4.7 Treatment outside of the contracted or approved facility.

4.8 Treatment undertaken at an alternative facility if:

a) The consultant deems the member unsuitable for treatment at an approved or contracted facility.

b) The treatment cannot be facilitated at an approved or contracted facility - this includes private treatment at an NHS hospital.

4.9 Treatment for any symptom or condition that existed prior to joining the scheme until such time as 24 consecutive months has lapsed without such condition requiring any treatment, medical advice, or attention.

4.10 Any treatments that are not recognised by NICE guidelines.

4.11 Treatment costs incurred once the membership has been cancelled.

4.12 Any treatment if the member has not paid the relevant subscriptions.

4.13 Any treatment where the member has not returned their claim form and the administration fee within 14 days of the commencement of the claim.

4.14 Treatment costs that are being claimed for under another healthcare policy or are being paid for by an employer.

4.15 Any treatment, consultations, investigations, surgery and the like where prior approval from the Scheme has not been sought.

4.16 A second opinion from another consultant, specialist, or healthcare provider.

4.17 Treatment under a claim that is over 6 months old.

4.18 Costs incurred as the result of a member not turning up for an appointment or surgery.

4.19 Treatment undertaken at home.

4.20 Any care provisions at a nursing home, rehabilitation centre or any other similar location.

4.21 Any treatment that has been refused by the NHS or is a direct result of medical advice not being followed.

4.22 Injury or disablement directly or indirectly caused by or contributed to by war, invasion, or while engaged or taking part in active military, naval, or air services or operations arising from any reserve military duty.

4.23 Pandemic or epidemic disease.

4.24 Personal costs incurred whilst undergoing treatment at an approved hospital i.e., extra meals, phone calls, newspapers etc.

4.25 Overseas treatment and repatriation.

4.26 Any costs above £20,000 for an individual claim. Each Member and Additional Member is subject to their own individual claim limit.

4.27 Any costs above £30,000 per Member across all claims in one Scheme year. Each Member and Additional Member is subject to their own individual claim limit.

5. WHAT IS NOT COVERED – TREATMENT EXCLUSIONS

5.1 Oncology - Treatment beyond cancer diagnosis inclusive of chemotherapy, radiotherapy, bone marrow transplant, immunotherapy, hormone therapy, targeted drug therapy and clinical trials.

5.2 Cardiology - Treatment beyond cardiac diagnosis including procedures such as cardioversion, angiogram, angioplasty and the use of stents and pacemakers.

5.3 Varicose vein treatment.

5.4 Treatment for deafness caused by congenital abnormality or ageing.

5.5 Organ transplantation or supportive treatment for organ failure.

5.6 Dialysis.

5.7 Intensive care.

5.8 Post-operative complications.

5.9 Pain Management.

5.10 Ear syringing.

5.11 Chiropody.

5.12 Osteopathy.

5.13 Chiropractic treatment.

5.14 Experimental treatment.

5.15 Vaccinations and immunisations.

5.16 Alternative treatments, aromatherapy, reflexology, and homeopathy.

5.17 Investigations and treatment for allergies, allergic disorders, or food intolerances.

5.18 Genetic testing or screening including preventative treatment or surgery.

5.19 Sleep problems and disorders.

5.20 Enhanced treatment or recovery package to regain previous athletic baseline. This includes treatment beyond rehabilitation to a day-to-day level of fitness.

5.21 Injuries relating to or derived from semi-professional or professional sporting activity.

5.22 Repeated treatment for the same dermatological problem - Maximum of two claims for removal of recurrent lumps and cysts.

5.23 Repeated excision of skin lesions or moles – Maximum of two claims for removal of skin lesions.

5.24 Skin lesions if any of the following criteria are not met:

a) Biopsy or clinical appearance indicates that disease is present.

b) The lesion obstructs one of your special senses (vision, smell, hearing).

c) The lesion stops you from performing the activities of daily living.

5.25 Dental and oral treatment including routine examinations and/or treatment such as fillings, crowns, bridges, extraction, and treatment for gum disease.

5.26 Any jaw conditions that are related to a cyst or abscess on the tooth root or gum disease/damage.

5.27 Visual tests and correction including optical checks and monitoring.

5.28 Any visual correcting lens that is in addition to a standard cataract procedure.

5.29 Physical aids and devices including hearing aids, walking sticks, frames, or crutches.

5.30 Outpatient dressings, prescriptions, boots, braces, splints, or any other similar outpatient aid.

5.31 Treatment for iatrogenic disease e.g., keloid scarring, lymphoedema.

5.32 Alcoholism, drug abuse, self-harm or harm caused by another with the members consent, eating disorders or conditions arising therefrom or associated therewith.

5.33 Treatment for issues related to natural aging including menopause and puberty.

5.34 Birth control, conception or sexual problems including sexual dysfunction, contraception, sterilisation, and termination of pregnancy.

5.35 Treatment or investigations for infertility and assisted reproduction.

5.36 Any treatment relating to pregnancy and any subsequent issues which may arise.

5.37 Gender reassignment and reversal or treatment for gender dysphoria including surgery, psychological support, and gender confirmation.

5.38 Treatment for obesity including weight loss or post weight loss surgery.

5.39 Symptoms directly or indirectly related to Acquired Immune Deficiency Syndrome (AIDS), Human Immunodeficiency Virus (HIV) or any syndrome or condition of a similar kind howsoever it may be named

5.40 Any Sexually Transmitted Infection (STI).

5.41 Treatment for neurological disorders undertaken as an in-patient.

5.42 Any cosmetic or reconstructive surgery treatment whether for medical or psychological reasons.

5.43 Investigations or treatment for learning and neurodevelopment disorders including dyslexia and dyspraxia, whether physical or psychological.

5.44 Specialist assessments or investigations for the diagnosis of a mental health, developmental, or behavioural problem, including but not limited to Autism, Attention Deficit Hyperactivity Disorder and Attention Deficit Disorder.

5.45 Multidisciplinary assessments required to reach a diagnosis.

5.46 Speech therapy.

5.47 Psychiatric assessment or treatment as an in-patient.

5.48 Treatment of chronic mental health conditions.

5.49 Private GP appointments, routine medical check-ups, screening, and annual consultations.

5.50 Any monitoring, management, or treatment of any chronic or long-term condition.

5.51 In-patient admission for medical investigations, monitoring or any other purpose that is not a pre-authorised procedure.

5.52 Repeated investigations for any ongoing symptoms.

5.53 Multistage surgery following an initial procedure. *

5.54 More than one surgery to digits (fingers or toes) on each hand or foot for the same condition.

5.55 Joint replacements due to degenerative changes or osteoarthritis within the first 24 months of membership.

5.56 More than one arthroscopy/ligament/soft tissue or similar surgery to each joint for the lifetime of membership.

5.57 More than one joint replacement surgery per joint for the lifetime of the membership - This applies to partial or total replacements and osteotomy surgery.

5.58 More than one surgery to the spine for each area (lumbar, thoracic, cervical) for the lifetime of the membership.

5.59 Revision surgery - This includes any change of alignment, replacement of cement, conversion, or amendment to prosthetic of a previously replaced joint (including articulation of bone).

5.60 Repeated surgery.

*Subject to Scheme consideration

6. APPEALS AND COMPLAINTS

All complaints should in the first instance be brought to the attention of the Federation office by telephone or by writing to the Federation office or by email to the Federation office email address.

Should the matter not be suitably resolved; the Member can send a written complaint to the Chief Operating Officer at the Federation office or to the Federation office email address.

The complaint will be received and logged. Receipt of the complaint will be acknowledged by the Federation office and sent to the Chief Operating Officer.

The Member will receive a decision from the Chief Operating Officer within 14 working days.

If the Member wishes to appeal the decision of the Chief Operating Officer they must, within 14 days of receipt of the decision, send their appeal in writing to the Trustees at the Federation office or by email to the Federation office email address. Receipt of the appeal will be acknowledged by the Federation office.

The appeal will be anonymised and sent to the Trustees. The Trustees will consider the matter jointly and determine whether the appeal is upheld.

Once the result of the appeal has been determined, the identity of the Member will be provided to the Trustees. The Member will receive a response from the Chair of the Trustees within 14 working days stating whether the appeal is upheld or denied.

The decision of the Trustees is final and there is no further right of appeal.

Medical Scheme Office:

Leicestershire Police Federation, Suite B, Lancaster House, Grange Business Park, Enderby Road, Whetstone, Leicester, LE8 6EP

Tel: 0116 218 3131
Email: medical@polfed.org

7. SUBSCRIPTIONS, PAYMENTS AND DIRECT DEBIT

SUBSCRIPTIONS

Subscription fees to the Scheme shall be paid by instalments on a monthly basis via the agreed payment method.

Failure to pay any subscriptions or administration fees to the Scheme shall void your membership.

Subscriptions will be held in trust by the Scheme for the benefit of the Scheme Beneficiaries.

The Member will pay the subscriptions for themselves, and all other Beneficiaries associated as Additional Members to their membership through their nominated payment method. Additional Members cannot pay their subscriptions independently.

You must give 30 days' notice to withdraw from the Scheme to allow the Scheme time to make the necessary changes. The request must be in writing.

DIRECT DEBIT

Subscriptions paid by Direct Debit will be collected from a nominated account on completion of a Direct Debit Mandate.

Any failed Direct Debit payments may be subject to an extra administration charge.

The LPF Medical Scheme does not accept Cash or Cheque as a form of payment. Claim Administration Fees are payable via credit or debit card through our secure online payment platform.

THE DIRECT DEBIT GUARANTEE

This guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits payments. If there are any changes to the amount, date, or frequency of your Direct Debit payment, LPF Medical Scheme will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request LPF Medical Scheme to collect a payment, confirmation of the amount and date will be given to you at the time of the request. If an error is made in the payment of your Direct Debit, by LPF Medical Scheme or your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society. If you receive a refund, you are not entitled to, you must pay it back when LPF Medical Scheme asks you to. You can cancel a Direct Debit payment at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.