



RULES

These Rules set out information about the management of the Fund, the criteria for membership and the way in which requests from Members for assistance are considered by the Committee.

On payment of the membership fee by a Member, the Member enters into a contract with the other Members of the Fund and agrees to be bound by the Rules. While assistance from the Fund is assessed against the current rules in place, the Member is entitled to have their application for assistance properly considered.

1 Title

The Fund shall be known as the “St Christopher Health Fund”.

2 Objectives

(a) To provide mutual aid by assisting members with the payment of costs of:

- (i) treatment of illness and other medical conditions
- (ii) specialist consultation fees

incurred by a Member on their own behalf or that of their Spouse or Civil Partner, Registered Partner, Children, or Other Dependent Relatives accepted under the Rules.

(b) To make charitable donations to hospitals and medical charities from time to time.

3 Definitions

(a) **Spouse** - An individual legally married to, or a Civil Partner of, the Member.

(b) **Registered Partner** - an individual formally nominated by the Member and registered with the Fund, e.g. spouse, partner, parent, sibling, child, adult child/stepchild.

(c) **Dependent Child** - an unmarried child who meets one of the following criteria:

1. Is the natural or legally adopted child of the Member, Spouse, or Partner; **or**
2. Is under the legal guardianship of the Member, Spouse, or Partner;

And who is

- (i) Under the age of 18 or
- (ii) aged 18-22, inclusive; and is in full-time education.

(d) **Other Dependent Relative** - the parent, child aged 18 or over ineligible under Rule 3c) above or other blood relative of a Member, who is substantially dependent financially on that Member. The unemployment of the claimed dependant shall not by itself be sufficient to allow admission under this definition. All applications for admission under this category shall be at the discretion of the Committee, whose decision shall be final and who may ask to see satisfactory evidence of the relationship and financial dependency being claimed.

- (e) **Pensioner** – a member who has ceased to be employed by the Bank of England and who is drawing an immediate pension from the Bank of England Pension Fund.
- (f) **Retirement** – The date at which a member resigns from the active staff and is entitled to draw an immediate pension from the Bank of England Pension Fund.
- (g) **Supplementary Payment** - the amount payable by a member on retirement who wishes to continue membership into retirement. A minimum of five years membership as an active member will be required before membership can be taken into retirement and a total of 10 years' worth of subscriptions will need to have been made to qualify to take membership into retirement.

The amount of the payment shall be set periodically by the Committee.

- (h) **Committee** - the group of Members managing the Fund. This shall consist of the Officers of the Fund, who shall be the Honorary Treasurer, the Assistant Honorary Treasurer and the Honorary Secretary; and up to eight ordinary Members.

4 Membership

- (a) Membership shall be open to employees and Pensioners of the Bank of England and, at the discretion of the Committee, employees and Pensioners of the Bank of England's wholly owned subsidiaries.
- (b) No person may join the Fund after retirement.
- (c) An employee of the Bank of England (or one of its wholly owned subsidiaries) who joins the Fund, including a member who retains membership rights under rule 4(f), may remain a member after retirement providing they have completed 5 years membership and made the appropriate back-payment (Supplementary Payment) of subscriptions equivalent to a total of 10 years' membership.
- (d) A Member may include in their membership a Spouse or a Registered Partner, Children and Other Dependent Relatives, subject to payment of the appropriate rate of subscription. Substitutions will not normally be allowed within 12 months of a nominated member's addition to a membership.
- (e) Members of the Fund who are required compulsorily to leave their employment without an immediate pension as a result of redundancy, restructuring or transfer of function will be asked to leave the Fund.
- (f) Members of the Fund who are required compulsorily to leave their employment with an immediate pension as a result of redundancy, restructuring or transfer of function may remain in the Fund, as long as they have completed 5 years membership and made the appropriate back-payment (Supplementary Payment) of subscriptions equivalent to a total of 10 years membership.
- (g) Members of the Fund who 'transfer out' their pension and are therefore not members of the Bank's Pension Fund when they leave the Bank, will not be allowed to remain a member of the Fund.
- (h) No person may remain in the Fund if they are dismissed or resigns¹: this will include those resigning for a Career Break.
- (i) The Widower/Widow/Civil Partner or Registered Partner of a deceased Member may apply to assume membership in their own right in place of the deceased Member. Such membership may continue to include those persons registered with the Fund before the Member's death, but no further persons may be added to their membership.

¹ "other than resignation upon retirement"

- (j) A register of subscribing Members, together with Spouse, Registered Partner, Children and other Dependent Relatives included in each membership shall be maintained by the Fund's Secretariat. Change of circumstances must be notified to the Secretariat in writing. Application for assistance will be considered only in respect of persons whose names appear on the register at the time of the treatment.
- (k) Members of the Fund who leave the Bank within two years of being able to draw their Bank pension are able to continue their membership of the Fund subject to having completed 5 years minimum membership and having made the appropriate back payment of subscriptions equivalent to a total of 10 years membership.

5 Joining the Fund and Subscriptions

- (a) Prospective members may elect to pay subscriptions for an initial period of 6 months, during which time they are unable to seek assistance for any expenses (Rule 7 (a) below).
- (b) The level of subscriptions shall be set periodically by the Committee.
- (c) Members may elect to pay basic subscriptions for themselves alone; or to pay at a higher rate to include their Spouse or Registered Partner **and** any Children **or** to include Other Dependent Relatives; or to contribute at the highest rate to cover both their Spouse or Registered Partner **and** Children **and** Other Dependent Relatives.
- (d) Subscriptions may be paid in monthly instalments or annually on 1 April.
- (e) Membership of the Fund will cease if subscriptions remain unpaid or underpaid for three consecutive months.

6 Applications for assistance

- (a) Applications for assistance from the Fund should be made before expenses are incurred, in writing, by telephone, or e-mail, to the Fund secretariat 020 3461 4400, sue.davison@bankofengland.co.uk
- (b) Where a Member (or other person included in their membership) has applicable medical insurance, a claim must be made under the insurance before an application for assistance is made to the Fund.
- (c) Applications for assistance will be considered against the current rules in place at the time of the claim and in accordance with Rule 8(j) below.
- (d) If an application for assistance is approved against the current rules in place, the level of benefit payable shall be that applying on the date on which treatment takes place.
- (e) An overall limit applies to the benefits payable in respect of each Member (together with any persons included within their membership) in any one calendar year. This is decided annually by the Committee.
- (f) Requests for payment must be supported by invoices. These should be on the headed notepaper of the practitioner and receipted by the practitioner and should state clearly the medical condition and the treatment carried out.
- (g) If part of the costs incurred is covered by medical insurance, evidence showing the amount covered by the insurance must be submitted.

- (h) Invoices more than six months old shall not be eligible for payment. Subject to this time limit, wherever possible Members should submit all invoices relating to a particular course of treatment at the same time.
- (i) All payments approved by the current rules in place will be made to the Member.

7 Exclusions

The Committee will normally exercise its discretion to refuse assistance to a Member in respect of the following:

- (a) Expenses incurred within the first 6 months of registration with the Fund (except for):
 - A new born child;
 - The widow/widower/Civil Partner or Registered Partner of a deceased member who has applied to assume membership under Rule 4(g);
- (b) Any proportion of costs already covered by medical insurance.
- (c) Treatment provided by a practitioner who is not registered with a recognised national medical association.
- (d) Costs of private treatment given by a General Practitioner.
- (e) Costs of treatment outside the United Kingdom whilst on holiday or business.
- (f) Ante/post natal care
 Childbirth
 Dentistry
 Outpatient optical treatment
 Chiropractic
 Cosmetic treatment
 Nursing care
 Convalescence
 Outpatient drugs, medicines, remedies
 Medical appliances, other than in exceptional circumstances
 Transport/Private ambulances
- (g) Other treatment considered by the Committee to be outside the scope of the Fund.

The Committee reserves the right to review periodically the payment of costs in cases where treatment is long term.

8 Management

- (a) The Committee shall have responsibility for the management of the Fund. In undertaking such management and exercising the duties and discretions with which it is vested under these Rules, the Committee shall act as agent of the Members from time to time but without thereby assuming any duty or obligation to the members other than as expressly stipulated in these Rules.
- (b) Members of the Committee shall be elected at the Annual General Meeting to serve until the next following Annual General Meeting, but may stand again for re-election at that and any subsequent Annual General Meeting.

- (c) The Committee shall elect one of their number to act as Chair, who shall be the Chair at all meetings of the Committee unless for any reason they shall be absent, when the Members present shall elect a Chair for the purpose of that meeting. The Committee shall also elect the Officers of the Fund from among its Members.
- (d) Five Members of the Committee shall form a quorum.
- (e) The Chair of any meeting shall, if necessary, have an additional or casting vote.
- (f) The Committee shall have power to appoint a Member to any Committee vacancy occurring in any year for the remainder of the term. The Committee shall continue to operate, with the powers vested in it pursuant to these Rules, notwithstanding a vacancy in its number.
- (g) The Committee shall have the power to establish one or more sub-committees and to delegate responsibilities to such sub-committees.
- (h) Annually, at the end of each financial year or at such earlier time as the Committee shall deem necessary, they shall determine:
 - (i) The monthly rates of subscription for each level of membership.
 - (ii) The maximum amount of assistance normally provided per Member (and incorporating other persons included within his/her membership) per calendar year.
 - (iii) The normal rate of benefit.
- (i) Changes of rates of subscription or benefit shall normally be notified at the Annual General Meeting but when changes are to be made at other times during the year, at least one month's notice shall be given.
- (j) Applications for assistance shall be subject to the approval of the Committee as follows:
 - (i) Small claims (at a level set by the Committee): a Committee Member or a designated member of the Fund's Secretariat.
 - (ii) All other claims: a Committee Member together with a designated member of the Fund's Secretariat.
- (k) All applications for assistance shall be treated in confidence. All decisions whether to pay benefits to a Member and as to the amount of any such benefits will be subject to the Fund rules in place at that time. However, the Committee has the power and may in its discretion decide to approve or refuse a payment whether or not the stipulations in these Rules are satisfied.
- (l) Save in the exceptional cases referred to in Rule 8(n) below, no member of the Committee shall be liable to any Member of the Fund (or any person included in any such Membership) for any breach (whether negligent or otherwise) of any duty owed to that Member or person under these Rules or in connection with the management of the Fund.
- (m) Save in the exceptional cases referred to in Rule 8(n) below, each member of the Committee shall be fully indemnified out of the assets of the Fund in respect of any liability whatsoever which they may incur as a result of any act done or omitted to be done (including any negligent act or omission) in connection with the management of the Fund.
- (n) The exceptional cases referred to in Rule 8(l) and (m) above are any case where the liability in question (i) results from wilful default or fraud of the Committee member, or (ii) is a liability which by law cannot be excluded, or (iii) is to restore money or any other benefit wrongly received by the Committee member from the Fund.

9 General Meetings

- (a) The Annual General Meeting shall be held not later than six months after the end of each financial year and at the Meeting the report of the Committee and a Statement of the Accounts of the Fund shall be presented to the Members.
- (b) On a resolution of the Committee or on a requisition signed by no fewer than 20 Members of the Fund, the Honorary Secretary shall call a Special General Meeting.
- (c) Twenty Members personally present shall form a quorum.
- (d) The Honorary Secretary shall give all Members at least 21 days' notice of each General Meeting. The notice convening the Annual General Meeting shall incorporate:
 - (i) A Report of the Fund, showing current, and any proposed variation in, rates of subscription and benefits.
 - (ii) A Statement of Accounts for the preceding financial year ended 31 March.
 - (iii) Details of any resolution regarding charitable donations to hospitals and medical charities.
 - (iv) Details of any other resolution being brought by the Committee.
- (e) Notice of any resolution to be brought by Members and nominations for Officers of the Fund and for Members of the Committee together with the names of the proposers and seconders shall be received by the Honorary Secretary in writing not less than 14 days before the date of the Meeting.

10 Auditors

The Accounts for each year ending 31 March shall be audited by certified auditors elected by Members, by resolution at the Annual General Meeting, to serve for one year only. In the event that the certified auditors retire before the year-end, the Committee shall appoint alternative certified auditors and seek members' retrospective approval at the next following Annual General Meeting.

11 Winding up or merger

- (a) In the event that the membership considers it appropriate to wind up the Fund, the net assets, after all outstanding debts have been paid, shall be distributed between the members according to a formula proposed at the time by the committee and agreed by the membership as being fair and reasonable in the circumstances.
- (b) A similar procedure to establish a member's continuing interest in the Fund will be applied should the membership decide that it would be appropriate to merge the assets of the Fund with those of another organisation which has similar aims and objectives to those of the Fund.

12 Alteration of Rules

Notice of any proposed alteration of any Rule must be received by the Honorary Secretary in writing not less than 14 days before any General Meeting, together with the names of the proposer and seconder. A resolution for the alteration of a Rule shall not be adopted unless it is approved by a majority of not less than two thirds of the total of:

- those Members personally present at the General Meeting; and

- those Members absent from the General Meeting, but who have submitted a postal vote that has been received by the Honorary Secretary by 5.00pm on the day prior to the Meeting.

13 Privacy Notice

The St Christopher Health Fund Privacy Statement can be found here
<https://stchristopherfund.co.uk/wp-content/uploads/2019/08/GDPR-June-2019-1.pdf>

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