

**BP/FFS/INTRO**

**The Philip Williams and Company Insurance Management**

**Sickness and Accident Insurance Policy**

**For The Trustees of The Cheshire Police Federation  
Insurance Trust (The Insured)**

**Underwritten By**

**The Ancient Order of Foresters Friendly Society Limited**

This policy is issued in consideration of an application having been made to The Society by Philip Williams and Company Insurance Management on behalf of the Insured named in the Policy Schedule.

Under the policy, insurance benefits are provided to the Insured or such other persons or bodies corporate who may from time to time be charged with the responsibility of arranging insurance benefits for retired police officers, and the force's retired police staff, their partners and their dependant children on a collective basis. The only person who can make a claim under this policy is the Insured.

## **Policy Schedule**

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### **The Philip Williams and Company Insurance Management Sickness and Accident Insurance Policy**

#### **For The Trustees of The Cheshire Police Federation Insurance Trust (The Insured)**

#### **Underwritten By The Ancient Order of Foresters Friendly Society Limited**

#### **The Policy consists of this Schedule together with pages**

BP/FFS/INTRO	BP/FFS/PDB2
BP/FFS/GEN4	BP/FFS/HB
BP/FFS/DEFN	

#### **Effective Date of the Insurance**

1<sup>st</sup> May 2013.

This replaces the policy schedule dated 24<sup>th</sup> Day of March 2010.

#### **Termination Date of the Insurance**

30<sup>th</sup> April 2018, or at the end of such subsequent period or periods for which The Society may accept payment for the continuation of the policy.

#### **Premium Rate Guarantee**

The rates of premium agreed at the Effective Date are guaranteed for three years from 1<sup>st</sup> May 2013.

#### **Benefit Participants**

Those retired officers and retired police staff of The Cheshire Police Federation in respect of whom premiums are paid to The Society by the Insured.

#### **Benefits for Retired Officers and Retired Police Staff < 65**

Permanent and Total Disability Benefit	A payment of £10,000. Please refer to BP/FFS/PDB2 for full details.
Loss of Use Benefit of one facility (e.g. loss of sight of one eye)	A payment of £5,000. Please refer to BP/FFS/PDB2 for full details.
In the event of loss of use of two or more facilities this benefit is increased (e.g. loss of sight of both eyes)	A payment of £10,000. Please refer to BP/FFS/PDBS for full details.

**Policy Schedule**  
(Page 2 of 2)

**The Philip Williams and Company Insurance Management  
Sickness and Accident Insurance Policy**

**For The Trustees of The Cheshire Police Federation  
Insurance Trust (The Insured)  
Underwritten By  
The Ancient Order of Foresters Friendly Society Limited**

Hospital Benefit

The amount of benefit for unplanned admission is:- £40 per night  
payable from the first  
night up to a maximum of  
five nights. Please refer to  
BP/FFS/HB for full details.

The amount of benefit for planned admission is:- £40 per night  
payable from the fourth  
night up to a maximum of  
five nights. Please refer to  
BP/FFS/HB for full details.

No cover is provided for any Benefit Participants aged 65 or over.

**Signed in Southampton on the 12<sup>th</sup> Day of June, 2013**



**Paul Osborn  
Chief Executive**

**General Policy Conditions****BP/FFS/GEN4 Page 1 of 4**

In these conditions “you” refers to the Insured and “we” or “us” refers to The Society.

***Benefit Participants***

As defined in the Policy Schedule.

***New Benefit Participants***

Serving Officers

New Serving Officer Benefit Participants may join the scheme on the first day of any of their employers pay periods. Evidence of good health must be provided by new Serving Officer Benefit Participants other than those who join within three months of first becoming eligible to do so.

Police Staff

New Police Staff Benefit Participants must complete The Society’s application form. New Police Staff Benefit Participants will be admitted to insurance only if the completed application is acceptable to The Society.

***Partner Definition***

As defined in The Trust Document governing the Insurance Trust. Or, in the event that it is not defined in The Trust Document, a partner is defined as a spouse, cohabitee or a civil partner. This includes former spouses, cohabitees, civil partners, widows or widowers for whom cover has been continuously maintained since the break up of the marriage or partnership, provided that only one Spouse per eligible Serving Officer or Police Staff may be registered under the Scheme.

Partners of Serving Officers

Evidence of good health must be provided by new Partners of Serving Officers other than those who join within three months of first becoming eligible to do so.

Partners of Police Staff

New Partners of Police Staff must complete The Society’s application form. New Partners of Police Staff will be admitted to insurance only if the completed application is acceptable to The Society.

***Child Definition***

A child is defined as any child, stepchild or legally adopted child aged more than six months and less than eighteen years, for whom the Benefit Participant or Partner is the parent or legal guardian and who is wholly or partly dependant upon them. This includes a natural child of the Benefit Participant or Partner not living with them.

***Absence of Benefit Participants***

A Benefit Participant who is absent from work may for the purpose of this Policy be deemed to continue in Service until the expiry of the period of permitted absence. During such period of absence the Trustees may elect whether or not to continue the benefit as long as the premiums have continued to be paid.

The period of permitted absence shall be limited to:-

- i) Thirty-six consecutive months, from the first date of absence, if absence is due to injury or illness or secondment to another Police Force in the United Kingdom;  
or
- ii) Twelve consecutive months, from the first date of absence, if due to any other cause.

***To Whom the Benefits are Payable***

The Insured or such other person or persons as the Insured may nominate in writing to The Society.

***Premium Rate***

After the expiry of the rate guarantee shown in the Policy Schedule the rate of premium appropriate to provide Benefits payable under this Policy shall be determined by The Society from time to time and notified to the intermediary in writing. Three months notice must be given before premiums may be increased.

Any increased premium after the rate guarantee has expired will not be more than 110% of the claims cost under this Policy during the period of the rate guarantee. The claims cost will include an allowance for unexpired Benefits on claims incurred during the guarantee period.

***Payment of Premiums***

Premiums are payable to The Society on behalf of Benefit Participants in arrears on the first day of each appropriate pay period. Twenty-eight days of grace, or such other period as may be agreed between an Insured and The Society, are allowed for payment of premiums after which time Insurance Benefits for the Insured's Benefit Participants will cease.

The means of payment of the premiums will be set out in the Quotation or otherwise agreed between us. Premiums are payable in the currency of the United Kingdom to the Head Office of The Society.

Information on the premiums for each Benefit is set out in the Quotation provided separately to you.

***Commencement and Duration of Cover***

This Policy provides Benefits for Benefit Participants as shown in the Policy Schedule only for insured events occurring on or after the Commencement Date of this Policy and no later than the Termination Date of this Policy and subject to the terms and conditions of this Policy.

***Termination***

The policy will terminate if the Insured ceases to pay premiums when due.

***Cancellation***

There are no cancellation rights under this Policy.

***Surrender Value***

No surrender values are payable under this Policy.

***Notification of Claims***

The Insured must notify The Society of a claim under this Policy within ninety days of the incident giving rise to the claim.

The only person who can make a claim under this Policy is the Insured.

The Insured or the Benefit Participant shall provide The Society with such documentary or other evidence as is necessary to establish the validity of the claim. This may include evidence of age if appropriate.

The Benefit Participant may be required to undergo a medical examination by a medical practitioner nominated by The Society at the expense of The Society. Failure to undergo a medical examination will result in the claim being refused payment.

***Exclusions***

No exclusions apply to Life Insurance Benefits, or to injury or illness incurred in the bonafide execution of police duty, whether or not the Benefit Participant is formally on duty at the time. Otherwise no Benefit shall be payable under this Policy if a claim occurs directly or indirectly from any of the following causes: -

- a) War (whether declared or not) other than civil war or any act incidental thereto
- b) Whilst engaged as a passenger, or otherwise, in aeronautics (other than as a fare-paying passenger) or in underwater operations.
- c) Any breach of the law by the Participant.
- d) Misuse of alcohol or drugs.
- e) Taking part in any Hazardous Pursuit.

***Errors and Omissions***

Any errors or omissions that occur inadvertently shall not affect the validity of this Policy. Such errors or omissions will be corrected immediately upon detection.

***Queries and Complaints***

If the Insured wishes to complain about any aspect of the service you have received, please contact The Society's Compliance Department. If the complaint is not dealt with to your satisfaction then depending upon your particular circumstances as a Trustee you might be able to complain to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR Tel: 0845 080 1800. Making a complaint will not prejudice your right to take legal proceedings.

As this Policy is written for the Benefit of the Insured and not individual Benefit Participants there is no right for the Benefit Participants to apply direct to us or the Financial Ombudsman Service in respect of a complaint.

***Compensation***

In the event that The Society is unable to meet its obligations towards you under the Policy then depending upon your particular circumstances as a Trustee you might be entitled to receive compensation from the Financial Services Compensation Scheme. We will let you have, on request, further details of this scheme and the restrictions on compensation available.

***Arbitration***

In the event of any disagreement regarding premiums or Benefits payable under this Policy the dispute will be referred to arbitration in accordance with the statutory provisions for the time being in force in respect thereof. The findings of the arbitrator shall be binding on the Insured and The Society. Arbitration costs will be paid by the losing party.

***Law***

In legal disputes the Law of England and Wales will apply. The language of the Policy is English. Our Head Office is in the United Kingdom.

***Parties to the Policy***

This policy has been taken out for the Benefit of the Insured only. The Insured means the Trustees of the Insurance Trust. No rights to Benefit under this Policy are assigned to individual Benefit Participants, their partners or their dependant children. The only person who can make a claim under this Policy is the Insured.

***Third Party Rights***

A person who is not a Party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This does not affect any right or remedy of a third party which exists or is available apart from that Act.

## **Definitions**

**BP/FFS/DEFN**

The following definitions, where they are appropriate, shall apply when interpreting this policy.

### ***Accident***

A sudden, violent, unexpected and unusual specific event that occurs at an identifiable time and place and results in physical injury to the Benefit Participant. Physical injury due to exposure to the elements is included in this definition.

### ***Permanent Total Disability***

Total permanent and irreversible disability such that the Benefit Participant is unable to perform any gainful employment and such that the Benefit Participant is unable to exist independently and requires continual supervision and frequent attention of a third party for activities of daily living.

Such disability must be established for a continuous period of twelve calendar months before benefit can be paid under the Permanent and Total Disability Benefit section of this policy.

### ***Hazardous Pursuits***

Other than in the Bona Fide execution of duty the following pursuits are deemed to be hazardous.

- a) Diving or skin diving involving the use of underwater breathing apparatus.
- b) Rock climbing or mountaineering involving the use of ropes or guides.
- c) Potholing.
- d) Aerial activity other than as a fare-paying passenger in a recognised airline.
- e) Hunting on horseback.
- f) Driving or riding in any form of race.
- g) Bungee jumping.

### ***Scale Pay***

For Benefit Participants who are paid calendar monthly, Scale Pay means 1/12<sup>th</sup> of the Benefit Participant's annual scale pay. If a claim, having commenced, is still in force when a review of pay scales is put into effect, Scale Pay will be determined by reference to the revised police pay scales. For Benefit Participants who are paid four weekly, 1/13<sup>th</sup> will be substituted for 1/12<sup>th</sup> in the above definition.

For serving officers of rank above Chief Inspector, Scale Pay will be limited to the highest rate applicable to a Chief Inspector at the time of claim.



**Permanent Disability Benefits****BP/FFS/PDB2**

The following Benefits are payable in respect of the Benefit Participants shown in the Policy Schedule as entitled to them. The amounts of Benefit are those stated in the Policy Schedule.

***Permanent and Total Disability Benefit***

This Benefit is payable on the Permanent Total Disability of a Benefit Participant provided that such disability occurs as a result of an Accident occurring during the currency of this policy.

***Loss of Use Benefit***

A Benefit Participant will be considered as having suffered Loss of Use if that Benefit Participant permanently loses the use of a facility. The loss of a facility means the loss of the sight of one or two eyes, or the use of one or more limbs at or above the wrist or ankle, or suffers permanent total loss of hearing in one or both ears. The Benefit is payable only if the Loss of Use occurs as the result of an Accident occurring during the currency of this policy.

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**Hospitalisation Benefit****BP/FFS/HB**

## Unplanned Admission

The Benefit is payable in respect of the Benefit Participants shown in the Policy Schedule as entitled to Hospital Benefit. The amount of Benefit is stated in the Policy Schedule.

The Benefit is payable in the event of a Benefit Participant making an overnight stay in a hospital in the United Kingdom provided that such hospitalisation occurs as the immediate result of an Accident or Emergency. For the purpose of this section an overnight stay will require that the Benefit Participant remain in a hospital bed in a ward or intensive care unit between midnight and 7 o'clock on the following morning.

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## Planned Admission

The Benefit is payable in respect of the Benefit Participants shown in the Policy Schedule as entitled to Hospital Benefit. The amount of Benefit is stated in the Policy Schedule.

The Benefit is payable in the event of a Benefit Participant making an overnight stay in a hospital in the United Kingdom provided that such hospitalisation occurs as the direct result of illness or injury which does not qualify as an Unplanned Admission. For the purpose of this section an overnight stay will require that the Benefit Participant remain in a hospital bed in a ward or intensive care unit between midnight and 7 o'clock on the following morning.

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