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## SCHEDULE

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Agency	Agency Ref	Policy Number
Police Mutual 5 <sup>th</sup> Floor 20 Chapel Street, Liverpool L3 9AG	30 0068260	24164636 ECA

**The Insurer** Aviva Insurance Limited

**The Insured** Lancashire Constabulary Police Federation

**Address** Police Headquarters,  
P O Box 77,  
Hutton  
PR4 5SB

**Business** Police Federation

**Period of Insurance (both dates inclusive)**

Effective Date	Expiry Date
01.04.2017	31.03.2018

### Insured Persons

Serving Officers and Police Staff who are contributing Members of the Police Federation, Superintendents Association or ACPO and cadets who apply for membership of the Group Insurance Scheme and from whom a monthly deduction from salary is made.

### Operative Time

24 Hour Continuous

**Aviva Insurance Limited**  
Registered in Scotland No.2116.  
Registered Office: Pitheavlis, Perth PH2 0NH.  
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority  
and the Prudential Regulation Authority.

# GROUP ACCIDENT AND SICKNESS INSURANCE POLICY

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## INTRODUCTION

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Thank You for choosing Aviva as Your insurer

This is Your Group Personal Accident and Sickness Insurance policy, setting out Your insurance protection in detail.

Your premium has been based upon the information shown in The Schedule and recorded in the written application you have signed and/or declaration you have made. Please read it carefully to make sure that it meets Your requirements and that the details on The Schedule are correct.

If after reading Your policy You have any questions, please contact Your insurance adviser.

It is your evidence of insurance and may be required in the event of a claim.

If you decide within 14 days of receipt that you do not wish to accept this policy, return it, and provided no claims have been made, we will refund the premium.

### IMPORTANT

**This policy is a legal contract. You must tell us about any facts or changes which affect your insurance and which have occurred either since the policy started or since the last renewal date. If you are not sure whether certain facts are relevant please ask your insurance adviser. If you do not tell us about relevant changes, your policy may not be valid or the policy may not cover you fully. You should keep a written record (including copies of letters) of any information you give us when you renew this policy.**

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## HOW TO CLAIM

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Should you need to make a claim under this policy, please contact Police Mutual using the appropriate telephone number found below:-

**0151 242 7648**

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## DEFINITIONS

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Accident/Accidental	Shall mean a sudden violent external unforeseen and identifiable event
Benefit Period	The total period, after the expiry of any Excess period stated in the schedule, for which The Insurer will pay benefits for Temporary Total Disablement in respect of any one accident or sickness to any Insured Person.
Bodily Injury	Accidental bodily injury caused by an accident and which solely and independently of any other cause (except illness directly resulting from medical or surgical treatment rendered necessary as a result of such injury) occasions the death of or loss or disablement to the Insured Person within 24 months from the date of the accident by which such injury is caused
Excess	The number of calendar days at the commencement of each period of Total Disablement for which benefit is not payable
Geographical Limits	Worldwide – See Exclusion 9
Insurer/Our/We/Us	Aviva Insurance Limited

Normal Pregnancy	Any symptoms or combination of symptoms which normally accompany pregnancy (including multiple pregnancy) which are generally minor or temporary (or both) and which do not represent a medical danger to the mother or baby and; Childbirth, including delivery by Caesarean section or any other medically or surgically assisted delivery that does not cause any medical complications
Period of Insurance	From the Effective Date to the Expiry Date as shown on the Schedule
Salary	The basic salary (excluding overtime and other allowances) of the Insured Person at the time of reduction in pay in accordance with Police Pay Regulations. If a claim is in force when a review of pay scales becomes effective benefit payable will be revised in accordance with new police pay scales. For serving officers above the rank of Chief Inspector the maximum benefit payable will be that of the highest rate payable to Chief Inspector
24 Hour Continuous	Continuous throughout the Period of Insurance

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### OPERATION OF COVER

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The Insured having paid or agreed to pay the premium the Insurer will in the terms of this policy pay the sum(s) shown in the Schedule of Benefits in the event of any Insured Person described in the Schedule

(a) sustaining Accidental Bodily Injury which independently of any other cause or  
(b) contracting sickness declaring itself

which results in disablement and causing the Insured Person's pay to be reduced in accordance with Police Pay Regulations occurring within the Geographical Limits during the Period of Insurance

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### EXTENSIONS

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Cover under this policy includes

**1 Exposure**

Bodily Injury includes exposure to the elements

**2 Disappearance**

If after a reasonable period of time the Insurer having examined all evidence available has no reason to suppose other than that an Accident has occurred the disappearance of an Insured Person shall be considered as constituting a claim under this policy

If at any time after such a claim has been paid the Insured Person is found to be living that payment shall be refunded

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## EXCLUSIONS

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This policy excludes

**1 Self-Inflicted Injury or Sickness**

wilfully self-inflicted injury or sickness

**2 On duty Accidents**

Bodily Injury sustained by the Insured Person while in the line of duty as a Police Officer of Lancashire Constabulary or while on secondment authorised by Lancashire Constabulary

**3 Disability outside the Period of Insurance**

any period of disability when the commencement date of the reduction to half pay is outside the period of insurance

**4 Offshore Work**

Any Insured Person while working on or in transit by sea or air to or from offshore installations unless declared to the Insurer prior to departure

**5 Overseas Secondments**

Accidental Bodily Injury sustained or sickness contracted or declaring itself while an Insured Person is working in any capacity including but not limited to secondments outside the European Union and career breaks unless this is notified to and agreed by the Insurer in writing.

**6 Pregnancy**

Normal Pregnancy unless it develops into a complication which is diagnosed by a doctor or consultant who specialises in obstetrics.

**7 Age Limits**

- (a) Bodily Injury sustained after the Insured Person's 65th birthday
- (b) sickness declaring itself after the Insured Person's 65th birthday

**8 Residence**

the Insured Person while permanently resident outside the United Kingdom Channel Islands or Isle of Man

**9 Armed Forces**

Bodily Injury sustained while engaged in or taking part in military air force or naval service or operations (other than reserve or volunteer training)

**10 War Risks**

any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event

- (a) war invasion act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power
- (b) any action taken in controlling preventing suppressing or in anyway relating to (a) above

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## EXCLUSIONS

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### 11 Terrorism

#### DEFINITION

**Terrorism** is defined as any act or acts including but not limited to

- (a) the use or threat of force and/or violence and/or
- (b) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political religious ideological or similar purposes

This policy does not cover any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event

- (1) Terrorism
- (2) any action taken in controlling preventing suppressing or in any way relating to Terrorism

except as stated in the **Special Provision – Terrorism** below

In any action suit or other proceedings where the Insurer(s) allege(s) that any consequence whatsoever resulting directly or indirectly from or in connection with (1) and/or (2) above regardless of any other contributory cause or event is not covered by this policy (or is covered only up to a specified limit of liability) the Insured will have to prove that any such consequence is covered (or is covered beyond that limit of liability)

#### **Special Provision – Terrorism**

Subject otherwise to the terms and conditions exceptions and exclusions of the policy

When any of the following covers are insured by this policy

Personal Accident

Business Travel

Sickness

neither of the exclusions in (1) and (2) above shall apply to those covers provided that the total amount payable in respect of all losses arising out of any one occurrence shall not exceed

1. the lesser amount of

- (a) any limits amounts payable or maximum accumulation stated in the schedule
- or

(b) £25,000,000 providing the Terrorism does not

- (i) directly or indirectly utilise nuclear and/or chemical and/or biological and/or radiological means

or

- (ii) result in harm or damage to life or to property of a nuclear and/or chemical and/or biological and/or radiological nature

or

2. £5,000,000 if

- (i) the Terrorism directly or indirectly utilises nuclear and/or chemical and/or biological and/or radiological means

- (ii) the Terrorism results in harm or damage to life or to property of a nuclear and/or chemical and/or biological and/or radiological nature

Multiple incidents of Terrorism which occur within

- (i) a 72 hour period

and/or

- (ii) a 100 mile radius

and are carried out in concert or to have a related purpose or common leadership shall be deemed to be one incident and shall be subject to one occurrence limit. In the event of a claim exceeding the total amount payable under this Special Provision Terrorism the Insurer's liability in respect of each Insured Person claimed for shall be proportionately reduced until the total does not exceed such total amount payable.

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## CONDITIONS

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### 1 Payment of Benefit

Benefit shall not be payable under more than one of the clauses in the Schedule of Benefits for the same period of disablement for the same person

### 2 Payment under Clauses A and B

Benefit under clauses A and B shall be paid

(a) when the total amount on termination of any one period of disablement has been agreed or

(b) at the Insured's request 4 weekly in arrears commencing four weeks after the Insured Person's pay has been reduced to half pay

subject to medical and other information required by the Insurer

### 3 Period of Payment

(a) Benefit under clauses A shall be payable up to but not exceeding in all 34 weeks in respect of any period(s) of disablement resulting from any **one** accident

(b) Benefit under clause B shall be payable up to but not exceeding in all 34 weeks in respect of any period(s) of disablement resulting from any one sickness

### 4 Second claims

If the Insured Person has been paid the maximum payment period of 34 weeks no further claim can be made until 12 months after the expiry of the claim and provided the Insured Person has resumed full police duties on full pay for a period of 6 months of the 12 month period

### 5 Excess

No benefit will be payable under Clauses A and B until such time as the Insured Person's pay is reduced to half pay by reason of Regulation 46 of the Police Regulations – Pay During Sick Leave.

If the Insured Person remains on full pay at the discretion of the Chief Constable after 6 months benefit will commence when the Insured Person's pay is reduced to half pay or nil pay

### 6 Reinstatement of Full Pay

Any benefit paid to an Insured Person who has been placed on half pay shall be refunded to the Insurer immediately if the Insured Person is reinstated to full pay

### 7 Discharge of Liability

Benefit shall be payable to the Insured Person whose receipt shall be a valid discharge of the Insurer's liability

### 8 Trust, Charge or Transfer

The Insurer will not be bound to accept or be affected by any notice of any trust, charge or transfer relating to any Insured Person under this insurance

### 9 Interpretation

Any word or expression in this policy to which a specific meaning has been given shall bear that meaning wherever it appears

### 10 Basis of Contract

Any declaration made by the Insured forms the basis of and is incorporated in this contract

### 11 Observance

The observance of the terms of this policy and the truth to the best of the Insured's knowledge and belief of the statements made in any declaration completed by or on behalf of the Insured shall be conditions precedent to any liability of the Insurer

### 12 Cancellation

If you are an individual/sole trader (including a partnership in England and Wales) buying a policy which provides cover for you in both a private and business capacity, you have the right to cancel your policy during a period of 30 days either from the day of purchase of the contract or the day on which you receive the your policy documentation, which ever is the later.

If you do so and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid.

Alternatively, if you wish to do so and if the insurance cover has already commenced, you will be entitled to a refund of the premium paid, subject to a deduction for the time for which you have been covered, calculated as a proportion of the time for which the insurance would have provided cover and for any cost incurred by us in issuing the policy.

To exercise your right to cancel your policy, please contact Police Mutual, 5<sup>th</sup> Floor, 20 Chapel Street, Liverpool, L3 9AH.

If you do not exercise your right to cancel your policy, it will continue in force for the term of the policy and you will require to pay the premium as stated.

Alternatively, if you are not an individual/sole trader (including a partnership in England/Wales) there are no cancellation rights under this policy.

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## CONDITIONS

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The Insurer may cancel this policy by sending 30 days' notice by recorded delivery to the Insured's last known address and the Insured Person shall become entitled to a return of premium corresponding to the unexpired period of insurance

### 13 Submission of Claim

Written notice of a claim shall be given to the Insurer without unnecessary delay and in any event not later than 60 days after the Insured Person's pay has been reduced to half pay

### 14 Evidence

All certificates information and evidence to support a claim shall be provided at the Insured Person's expense and shall be in a form as required by the Insurer

The Insured Person shall as often as required submit to medical examination at the Insurer's expense

### 15 Premium Declaration

The Insured will declare to the Insurer the number of salary deductions made and total premium paid at the end of each calendar month and the premium will be debited at the rate of

- (a) £0.60 per member under 2 years service
- (b) £1.21 per member 2 years service or more per calendar month including Insurance Premium Tax

### 16 Contracts (Rights of Third Parties) Act 1999

The Insurer will not provide benefits in respect of any claim relating to any non-contracting parties rights to enforce all or any part of this policy. The Contracts (Rights of Third Parties) Act 1999 does not apply to this policy

### 17 Fraud

If any claim under this policy is fraudulent or if fraudulent means are utilised by an Insured Person to secure payment of benefit under this policy then in respect of that Insured person such action(s) shall render this policy null and void and all rights hereunder shall be forfeited

### 18 Police Regulations

The Insured shall notify the Insurers of any changes to Regulation 28 of the Police Regulations 1995 – pay during sick leave as soon as they become aware of such change.

### 19 Interest

No benefit payable under this policy shall carry interest

### 20 30+ PLUS Retention Scheme

In respect of serving officers who apply for re-engagement under the 30+ PLUS scheme cover under this policy will not operate between the expected retirement date and the date of re-engagement.

### 21 Subjectivity

The policy, the application form, any statement of fact and/or declaration made by You, and The Schedule, should be read together and form the contract of insurance between You, The Policyholder, and Us Aviva.

We will clearly state in the Schedule if the Cover provided by the policy is subject to You:

- (a) providing Us with any additional information requested by the required date(s),
- (b) completing any actions agreed between You and Us by the required date(s),
- (c) allowing Us to complete any actions agreed between You and Us.

Upon completion of these requirements (or if they are not completed by the required dates), We may, at our option:

- (a) modify Your premium,
- (b) issue a mid-term amendment to Your policy terms and Conditions,
- (c) exercise Our right to cancel Your policy,
- (d) leave the policy terms and Conditions, and Your premium, unaltered.

We will contact You with our decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by You and/or any decision by Us will take effect.

Our requirements and decisions will take effect from the date(s) specified unless and until We agree otherwise in writing. If You disagree with Our requirements and/or decisions, We will consider Your comments and where we consider appropriate, will continue to negotiate with You to resolve the matter to Your and Our satisfaction. In the event that the matter cannot be resolved:

i) You have the right to cancel this policy from a date agreed by You and Us and, providing no claims have been made, We will refund a proportionate part of the premium paid for the unexpired period of cover.

ii) We may, at Our option, exercise our right under the policy Cancellation Condition.

Except where stated all other policy terms and Conditions will continue to apply.

The above conditions do not affect our right to void the policy if We discover information material to our acceptance of the risk. Please refer to the **IMPORTANT** note within The Introduction at the beginning of Your policy booklet.

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## SCHEDULE OF BENEFITS

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### Clause A

Accidental bodily injury resulting in

Temporary Total disablement entirely preventing the Insured Person from engaging in or giving attention to his/her usual occupation and which results in a reduction in pay in accordance with Police Pay Regulations

20% of Salary (but subject to a minimum benefit of £100 per week) payable for up to 26 weeks thereafter increasing to 50% of Salary for a further 8 weeks

### Clause B

Sickness resulting in

Temporary Total disablement entirely preventing the Insured Person from engaging in or giving attention to his/her usual occupation and which results in a reduction in pay in accordance with Police Pay Regulations

20% of Salary (but subject to a minimum benefit of £100 per week) payable for up to 26 weeks thereafter increasing to 50% of Salary for a further 8 weeks

### Excess

Payment commences when the Insured Person's pay is reduced to half pay by reason of Regulation 28 of the Police Regulations – Pay During Sick Leave

### Benefit Period

34 Weeks

### Maximum Benefit any one Insured Person

Benefit A	£525 per week and not exceeding £9,660 any one claim
Benefit B	£525 per week and not exceeding £9,660 any one claim

### Maximum Accumulation Limit

Any one Conveyance	: £25,000,000
Any one Accident	: £25,000,000
Any one Aircraft	£25,000,000



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## COMPLAINTS PROCEDURE

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### Our Promise of Service

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

### What will happen if you complain

- We will acknowledge your complaint promptly.
- We aim to resolve all complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

### What to do if you are unhappy

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting Police Mutual, 5<sup>th</sup> Floor 20 Chapel Street Liverpool L3 9AG

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service (FOS) at:

The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

Telephone:  
0800 023 4567 or  
0300 123 9123

Or simply log on to their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Whilst we are bound by the decision of the FOS, you are not. Following the complaints procedure does not affect your right to take legal action.

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## **FINANCIAL SERVICES COMPENSATION SCHEME**

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We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk), or write to Financial Services Compensation Scheme, 7<sup>th</sup> Floor, Lloyds Chambers, Portsoken Street, London E1 8BN

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## **LAW APPLICABLE TO CONTRACT**

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### **Choice of law applicable**

The appropriate law as set out below will apply unless you and the insurer agree otherwise:

1. The law applying in that part of the UK, Channel Islands or Isle of Man in which you normally live or (if applicable) the first named policyholder normally lives; or
2. In the case of a business, the law applying in that part of the UK, Channel Islands or Isle of Man where it has its principal place of business; or
3. Should neither of the above be applicable, the law of England and Wales will apply.

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## **COPY POLICY AVAILABILITY**

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If, at any stage you would like to receive a new copy of your policy booklet, please contact Police Mutual at the address shown on your policy schedule.

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## **CUSTOMERS WITH DISABILITIES**

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This policy and other associated documentation are also available in large print, audio and Braille. If You require any of these formats please contact Police Mutual

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## **USE OF LANGUAGE**

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Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

**Aviva Insurance Limited**  
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Registered Office: Pitheavlis, Perth PH2 0NH.  
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and the Prudential Regulation Authority.