



Agency
Police Mutual
5th Floor, 20 Chapel Street,
Liverpool
L3 9AG

Agency Ref

30 0068260

Policy Number

24164660ECA

SCHEDULE

The Insurer Aviva Insurance Limited

The Insured Lancashire Constabulary Police Federation

Address Federation Office,
Police Headquarters,
P O Box 77, Hutton, Preston
PR4 5SB

Business Police Federation

Period of Insurance **Effective Date** **Expiry Date**
(both dates inclusive) 01.04.2017 31.03.2018

Monthly Premium As agreed with the Insurer and declared to and paid by the Insured at the end of each calendar month

Insured Persons

Category 1

Serving Officers 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 deduction of premium from salary is being made.

Category 2

Civilian Support Staff who apply for membership of the Group Insurance Scheme and from whom a deduction of premium from salary is being made.

Operative Time

24 Hour Continuous

GROUP ACCIDENT INSURANCE POLICY

INTRODUCTION

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.

HOW TO CLAIM

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

0151 242 7648

DEFINITIONS

Accident/Accidental	Shall mean a sudden violent external unforeseen and identifiable event
Bodily Injury	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
Geographical Limits	Worldwide - See exclusion 7
Insurer/We/Us/Our	Aviva Insurance Limited
Insured Person	The persons or categories of persons specified in the schedule
Hospital	Any establishment which is registered or licensed as a full time facility for surgical and medical diagnosis and treatment of injured and sick persons by and under the supervision of a Qualified Medical Practitioners continuously providing a 24 hours a day nursing service supervised by State Registered Nurses or nurses with equivalent qualifications and is not primarily a mental institution or a place of rest

Loss of Hearing	for the aged, for drug addicts or alcoholics. Permanent and irreversible Loss of Hearing to the extent that the loss is greater than 95 decibels across all frequencies using a pure tone audiogram
Loss of all Sight	shall include total and irrecoverable loss of all sight which shall be deemed to have occurred <ul style="list-style-type: none"> (a) in both eyes when the condition is shown to the Insurer's satisfaction to be permanent and without expectation of recovery and the Insured Person's name has been added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist (b) in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen scale and the Insurer is satisfied that the condition is permanent and without expectation of recovery
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
Paraplegia	The total and permanent paralysis of both lower limbs, bladder and rectum as a result of Accidental Bodily Injury, which in all probability shall continue for the remainder of the Insured Person's life. The term Paraplegic shall be interpreted accordingly.
Period of Insurance	From the Effective Date to the Expiry Date as shown on the Schedule
Quadriplegia	The total and permanent paralysis of all four lower limbs as a result of Accidental Bodily Injury which in all probability shall continue for the remainder of the Insured Person's life. The term Quadriplegic shall be interpreted accordingly
24 Hour Continuous	Continuous throughout the Period of Insurance

OPERATION OF COVER

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 sustaining Accidental Bodily Injury which independently of any other cause results in death or disablement within the Geographical Limits during the Period of Insurance

EXCLUSIONS

This policy excludes

1 Intoxicating Liquor or Drugs

bodily injury sustained while under the influence intoxicating liquor or drugs taken by the Insured Person other than drugs taken in accordance with treatment prescribed and directed by a qualified registered medical practitioner but not for the treatment of drug addiction

2 Self-Inflicted Injury

wilfully self-inflicted injury

3 Military Service

the Insured Person while engaged in or taking part in military air force or naval service operations of any nation or international authority (other than reserve or volunteer training)

4 Pregnancy or Childbirth

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

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 Age Limits

Bodily Injury sustained after the Insured Person's 65th birthday

7 Residence

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

8 War Risks

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

9 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

EXCLUSIONS

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

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

policy

When any of the following covers are insured by this policy

Personal Accident

Business Travel

EXCLUSIONS

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.

CONDITIONS

1 Payment of Benefit

Benefit shall not be payable under more than one of the clauses in the Schedule of Benefits in respect of the same accident or sickness or the same period of disablement for the same person except that payment may be made

(a) under more than one item of clauses A3 and A4 provided that the total amount does not exceed the maximum benefit

(b) under clause A1 A2 A3(a) or A4(a), A4(b) A4(c)(ii) and A4(d) after payment has already been made under one or more of clauses A3(b) to A3(g) or A4(c(i)) or A4 (e) to A4(l) provided that the total amount inclusive of any payment made under one or more of clauses A3(b) to A3(g) or A4(c(l)) or A4(e) to A4(l) does not exceed the maximum benefit

After a claim has been paid under one of clauses A1 A2 A3(a) or A4(a), A4(b) A4(c)(ii) and A4(d) respect of any person no further liability shall attach to the Insurer in respect of that person during the current period of insurance

The liability of the Insurer in respect of a series of claims under clauses A1 to A4 occurring in any period of insurance in respect of the same person shall not exceed in total the maximum benefit

2 Payment under Clause A4

Benefit under clause A4 shall be payable only on certification by a medical examiner appointed by the Insurer of permanent disablement as defined and not before the expiry of 104 consecutive weeks' disablement

3 Left Handed Persons

In respect of an Insured Person who is left handed the percentages under clauses A3(b) to A3(d) are reversed

4 Disablement Not Specified or Partial Loss

In respect of

(a) disablement not specified or

(b) partial loss of any member(s) specified

the percentage of benefit shall be assessed in proportion to the degree of disability as compared with the benefits specified without reference to ability to follow any profession or occupation

5 Discharge of Liability

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

6 Interpretation

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

7 Basis of Contract

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

8 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 and answers in the proposal and declaration completed by or on behalf of the Insured shall be conditions precedent to any liability of the Insurer

9 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 14 days either from the day of purchase of the contract or the day on which you receive the your policy documentation, whichever 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, 5th Floor, 20 Chapel Street, Liverpool, L3 9AG.

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.

We may cancel this policy by sending 30 days' notice to your last known address. If we do so you will be entitled to a proportionate refund of premium.

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

CONDITIONS

10 Submission of Claim

Written notice of a claim must be given to:

Police Mutual,
5th Floor
20 Chapel Street,
Liverpool
L3 9AG

Telephone 0151 242 7648

without unnecessary delay after the injury or commencement of the sickness which is the subject of the claim, but in any event not more than 90 days after the date of injury.

In respect of claims for Court Award Compensation claims must be made not later than 18 months after the date of the award being made

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.

11 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

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.

12 Fraud

If any claim is in any respect fraudulent or if any fraudulent means including inflation or exaggeration of the claim or submission of forged or falsified documents are used to obtain benefit by the Insured Person or anyone acting on the Insured Person's behalf all benefit under the policy and the contract shall be forfeited.

13 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

14 Interest

The Insurer will not pay interest on any claim payable

15 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.

SCHEDULE OF BENEFITS

Benefit	£100,000
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Clause A Accidental bodily injury resulting in	Percentage of the Maximum Benefit		
1. Death	Nil		
2. total and irrecoverable loss of all sight in one or both eyes rendering the Insured Person absolutely blind in the eye or eyes beyond remedy by surgical or other treatment	100		
3. total loss by physical severance or complete and irrecoverable loss of use of	100		
(a) either one or both hands and/or one or both feet	100		
(b) one thumb	Left 20	Right 25	
(c) one forefinger	15	20	
(d) any other finger	6	10	
(e) one big toe	10		
(f) any other toe	5		
4. permanent disablement as described below	100		
(a) Permanent Total Disablement (other than loss of sight or limbs) entirely preventing the Insured Person from engaging in or giving attention to any and every profession or occupation	100		
(b) complete and incurable	100		
(i) paralysis	100		
(ii) insanity	100		
(c) complete and irrecoverable Loss of Hearing	100		
(i) in one ear	50		
(ii) in both ears	100		
(d) complete and irrecoverable loss of speech	100		
(e) permanent and total loss of use of shoulder or elbow	20	25	
(f) permanent and total loss of use of wrist	15	20	
(g) permanent and total loss of use of hip, knee or ankle	20	20	
(h) shortening of either one or both legs by at least 5 centimetres	30		
(i) loss of osseous substance of the skull in all its thickness:	40		
- surface of at least 6 square centimetres	40		
- surface of at least 3 square centimetres but under 6 square centimetres	20		
- surface of less than 3 square centimetres	10		
(j) removal of lower jaw by surgical operation	30		
(k) fractured leg or knee cap with established non-union	10		
(l) permanent total loss of lens of one eye	50		
All occurring within 24 months of bodily injury from which the claim arises			

Maximum Accumulation Limit

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

The Insurer shall not be liable for any amount in excess of the above stated Maximum Accumulation Limit. If the aggregate amount of all Benefits payable exceeds the Maximum Accumulation Limit the Benefit payable to each Insured Person shall be proportionately reduced until the total of all Benefits does not exceed the Maximum Accumulation Limit.

EXTENSIONS

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

3 Quadriplegia and Paraplegia

In addition to the Permanent Total Disablement benefit We will pay £50,000 if the Insured Person becomes a Quadriplegic and £25,000 if the Insured Person becomes a Paraplegic.

4 Criminal Court Compensation Award

Payment consequent upon the making of a restitution order in a UK court of law following assault of an Insured Person who is a serving officer where the restitution order remains unsatisfied for a period exceeding 6 months

Maximum Payment £500

5 Injury as a Result of use of Firearms or Knives

If a serving officer sustains Accidental Bodily Injury in the course of duty directly caused by the discharge of either firearms or shotguns or caused by assault involving a knife and as a consequence of the injuries the Insured Person is unable to work for a period of at least 14 consecutive days immediately after the attack the Insurer will pay:

6 Coma Benefit

In the event that an Insured Person sustains Accidental Bodily Injury which results in a continuous unconscious state We will pay an additional sum of £25 per day for each day of continuous unconsciousness up to a maximum of 358 days, excluding the first 7 days

7 Casting Benefit

Accident or Sickness resulting in Permanent Total Disablement (other than as provided by Benefits 2, 3 and 4) entirely preventing the Insured Person from following occupation as a Police Officer

Sum Insured:

Serving Officer, 2 years service or longer		
Length of Pensionable Service	Sum Insured	
	On Duty	Off duty
Up to 5 years	£7,500	£5,000
6 years but less than 10 years	£5,000	£2,500
Serving officer, under 2 years service		
Length of Pensionable Service	Sum Insured	
	On Duty	Off duty
Up to 2 years	£7,500	£5,000

- (a) £1,500 as a result of Firearm or Shotgun injuries
- (b) £750 as a result of knife injuries

8 Hospitalisation Benefit

We will pay the amounts shown for up to seven consecutive nights any one incident if the Insured Person has to make an overnight stay (being required to remain in a hospital bed on a ward High Dependency Unit or Intensive Treatment Unit from midnight until 7 o'clock next morning) in Hospital following

(a) Unplanned Admission hospitalisation as a direct and immediate result of Accident or emergency

(b) Planned Admission Hospitalisation as a direct result of Accident or sickness which is not an Unplanned Admission but excluding the first three consecutive nights

Sum Insured

Up to 2 years Service £15 per night

2 years Service or longer £40 per night

9 Unsociable Hours Benefit

If a Serving Officer sustains Accidental Bodily Injury or contracts sickness during the Period of Insurance resulting in total disablement entirely preventing that Insured Person from engaging in or giving attention to his/her usual occupation We will pay a benefit equal to £1 per Unsociable Hour the Insured Person is unable to work that had been scheduled prior to the commencement of disablement as recorded in Police Force records.

We will not pay for scheduled Unsociable Hours for the first 14 days of each period of disablement.

The maximum benefit We will pay in respect of this extension is:

Constables: £60 per week

Sergeants: £75 per week

Inspectors £95 per week

Chief Inspectors £95 per week

We will pay benefit for Unsociable Hours Benefit for up to a maximum of 24 weeks

Payment of a loss under this Extension is subject to the Insured Person providing Us at the time of submitting their claim with written evidence from their general practitioner of the period of absence being claimed for

Unsociable Hours are Defined as

Shift hours commencing at 20.00 hours and ending at 06.00 hours that an Insured person is scheduled to work and documented in Lancashire Police Force records.

10 Childcare Expenses

We will indemnify a Serving Officer up to a maximum of £15 per hour and a maximum of £1,000 per claim for costs and expenses incurred as a result of a change within three days of an officers scheduled tour of duty or a change to the officers rest day which results in costs incurred for childcare expenses

Payment of a loss under this Extension is subject to the Insured Person providing Us with receipted evidence of the additional Childcare Expenses incurred for the period being claimed for

11 Convalescent Benefit

If a Serving Officer has to stay in a Convalescent Home on the recommendation of a registered medical practitioner a benefit of £70 for stays at Castlebrae, Auchterader or £40 for stays at St Andrew's, Harrogate will be payable in respect of any one Accident or illness

COMPLAINTS PROCEDURE

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, 5th 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.

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.

FINANCIAL SERVICES COMPENSATION SCHEME

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, or write to Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portsoken Street, London E1 8BN

LAW APPLICABLE TO CONTRACT

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.

COPY POLICY AVAILABILITY

If, at any stage you would like to receive a new copy of your policy, please contact Police Mutual 5th Floor, 20 Chapel Street, Liverpool, L3 9AG

CUSTOMERS WITH DISABILITIES

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 .

USE OF LANGUAGE

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

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.