

**BP/FFS/INTRO**

**The Philip Williams and Company Insurance Management**

**Sickness and Accident Insurance Policy**

**For The Trustees of The Cumbria 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 forces' 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

(Page 1 of 2)

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

**For The Trustees of The Cumbria Police Federation  
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**The Policy consists of this Schedule together with pages**

BP/FFS/INTRO

BP/FFS/PDB2

BP/FFS/GEN7

BP/FFS/CI/06A2

BP/FFS/DEFN

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

1<sup>st</sup> April 2018.

This replaces the policy schedule dated 11<sup>th</sup> Day of April 2017.

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

30<sup>th</sup> April 2022, 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 until 30<sup>th</sup> April 2020.

### **Benefit Participants**

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

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

	<b>Age:&lt;60</b> A payment of	<b>Age:60-64</b> A payment of
Permanent and Total Disability Benefit (Please refer to BP/FFS/PDB2 for full details)	£10,000	£10,000
Loss of Use Benefit of one facility (e.g. loss of sight of one eye. Please refer to BP/FFS/PDB2 for full details)	£ 2,500	£ 2,500
In the event of loss of use of two or more facilities this benefit is increased (e.g. loss of sight of both eyes. Please refer to BP/FFS/PDB2 for full details)	£ 5,000	£ 5,000

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

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	<b>Age:&lt;60</b> A payment of	<b>Age:60-64</b> A payment of
Critical Illness Benefit Please refer to BP/FFS/CI/06A2 for medical conditions covered and restrictions.	£ 5,000	£ 1,500

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

**Signed in Southampton on the 3<sup>rd</sup> Day of December, 2018**



**Paul Osborn  
Chief Executive**

## **General Policy Conditions**

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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 employer’s pay periods. A health declaration or application form must be provided by new Serving Officer Benefit Participants other than those who join within three months of first becoming eligible to do so. New Serving Officer Benefit Participants will be admitted to insurance only if the completed form is acceptable to The Society.

#### **Police Staff**

New Police Staff Benefit Participants must complete The Society’s health declaration or application form. New Police Staff Benefit Participants will be admitted to insurance only if the completed form 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**

A health declaration or application form must be provided by new Partners of Serving Officers other than those who join within three months of first becoming eligible to do so. New Partners of Serving Officers will be admitted to insurance only if the completed form is acceptable to The Society.

#### **Partners of Police Staff**

New Partners of Police Staff must complete The Society’s health declaration or application form. New Partners of Police Staff will be admitted to insurance only if the form 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
- ii) Sixty consecutive months from the first date of absence, if absence is due to maternity, paternity or parental leave;  
or
- iii) Twelve consecutive months from the first date of absence, if due to any other cause;

### **Secondments:**

- iv) Cover may continue for a Member who is temporarily seconded to another police agency or task force within the United Kingdom, whilst remaining in the employment of the police force as stated in the Policy Schedule and will continue for the duration of the secondment. or
- v) For secondments that are outside the United Kingdom but within Europe, cover may continue for a maximum period of thirty six months from the first day of secondment.  
or
- vi) Secondments that occur in non-European locations will be provided for a period of twelve consecutive months from the first day of secondment.

### **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, Exchange Tower, Harbour Exchange Square, London, E14 9GE Tel: 0800 023 4567. 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 Page 1 of 2**

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

### **Accident**

A sudden, violent, unexpected and unusual specific event caused by an external force 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.

### **Activities of Daily Living**

#### **1) Feeding/Eating**

Cutting meat, buttering bread, getting food and drink to the mouth using fingers or utensils.

#### **2) Dressing**

Dressing oneself including fastening zips and buttons, getting clothes from wardrobes or drawers.

#### **3) Bathing/Grooming**

Turning on taps, getting in and out of bath/shower, washing face and hands, drying oneself, combing hair.

#### **4) Toileting**

Moving into and out of the bathroom, getting on and off the toilet unaided, recognising the need to void bladder and bowel in time to get to the toilet.

#### **5) Mobility and Transfer**

Getting into and out of bed, transferring from one place to another, e.g.

chair to bed

chair to standing

chair to chair

#### **6) Walking**

Moving from one location to another – walking or wheeling or using a walking frame.

**/Hazardous Pursuits**



**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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## **Critical Illness Benefit**

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The following Benefits are payable in respect of the Benefit Participants shown in the Policy Schedule as entitled to Critical Illness Benefits. No Benefit is payable for conditions from which the Benefit Participant suffered, or for which the Benefit Participant sought advice or treatment, during the period of two years ending on the date when the Benefit Participant first became insured for Critical Illness Cover under the terms of the Insurance Scheme.

The Benefit is payable on the confirmed diagnosis or procedure (provided that the Benefit Participant survives for 14 days from diagnosis or procedure) as defined within this policy benefit listing below.

For an individual Participant Critical Illness Benefit is payable once only in respect of conditions in a common Group. For this purpose certain illnesses belong to more than one Group.

The amount of Critical Illness Benefit for each class of Participant is shown in the Policy Schedule.

### **Alzheimer's Disease (before age 65) – Group C**

A definite diagnosis of Alzheimer's disease before age 65 by a Consultant Neurologist, Psychiatrist or Geriatrician. There must be permanent clinical loss of the ability to do all of the following:

- remember;
- reason;
- perceive, understand, express and give effect to ideas.

For the above definition, the following are not covered:

Other types of dementia.

### **Aorta graft surgery – Group A**

The undergoing of surgery for disease to the aorta with excision and surgical replacement of a portion of the diseased aorta with a graft.

The term aorta includes the thoracic and abdominal aorta but not its branches.

For the above definition, the following are not covered:

- Any other surgical procedure, for example the insertion of stents or endovascular repair.
- Surgery following traumatic injury to the aorta.

### **Bacterial Meningitis – Group C**

Bacterial Meningitis causing inflammation of the membranes of the brain or spinal cord resulting in permanent neurological deficit. The diagnosis must be confirmed by a consultant neurologist.

Bacterial Meningitis in the presence of HIV infection is excluded.

All other forms of meningitis including viral are not covered.

## **/Benign Brain Tumour**

**Benign Brain Tumour – Group B**

A non-malignant tumour or cyst in the brain, cranial nerves or meninges within the skull, resulting in permanent neurological deficit with persisting clinical symptoms.

For the above definition, the following are not covered:

Tumours in the pituitary gland.  
Angiomas.

**Blindness – Groups A & C**

Permanent and irreversible loss of sight to the extent that even when tested with the use of visual aids, vision is measured at 3/60 or worse in the better eye using a Snellen eye chart.

**Cancer – Group B**

Any malignant tumour positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells and invasion of tissue.

The term malignant tumour includes leukaemia, sarcoma and lymphoma except cutaneous lymphoma (lymphoma confined to the skin).

For the above definition, the following are not covered:

All cancers which are histologically classified as any of the following:

- pre-malignant;
- non-invasive;
- cancer in situ;
- having borderline malignancy; or
- having low malignant potential;

All tumours of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0.

Chronic lymphocytic leukaemia unless histologically classified as having progressed to at least Binet Stage A.

Any skin cancer (including cutaneous lymphoma) other than malignant melanoma that has been histologically classified as having caused invasion beyond the epidermis (outer layer of skin).

Also under this policy we cover confirmed diagnosis of one or more Breast Ductal Carcinoma In Situ by an appropriately qualified specialist which results in a medically recommended mastectomy of one or both breasts.

**Coma – Groups A and C**

A state of unconsciousness with no reaction to external stimuli or internal needs which: requires the use of life support systems for a continuous period of at least 96 hours; and results in permanent neurological deficit with persisting clinical symptoms.

For the above definition, the following are not covered:

Medically induced coma  
Coma secondary to alcohol or drug abuse

**/Coronary artery by-pass grafts**

**Coronary artery by-pass grafts – Group A**

The undergoing of surgery requiring median sternotomy (surgery to divide the breastbone) on the advice of a Consultant Cardiologist to correct narrowing or blockage of one or more coronary arteries with by-pass grafts.

**Creutzfeldt-Jacob Disease - Group C**

Loss of the physical ability through acquiring Creutzfeldt-Jacob Disease to do at least 3 of the 6 tasks listed below ever again.

The relevant specialists must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or the benefit participant expects to retire.

The benefit participant must need the help or supervision of another person and be unable to perform the task on their own, even with the use of special equipment routinely available to help and having taken any appropriate prescribed medication.

The tasks are:

- **Washing** – the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means.
- **Getting dressed and undressed** – the ability to put on, take off, secure and unfasten all garments and, if needed, any braces, artificial limbs or other surgical appliances.
- **Feeding yourself** – the ability to feed yourself when food has been prepared and made available.
- **Maintaining personal hygiene** – the ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise managing bowel and bladder function.
- **Getting between rooms** – the ability to get from room to room on a level floor.
- **Getting in and out of bed** – the ability to get out of bed into an upright chair or wheelchair and back again.

**Deafness – Groups A & C**

Permanent and irreversible loss of hearing to the extent that the loss is greater than 95 decibels across all frequencies in the better ear using a pure tone audiogram.

**/Heart attack**

**Heart attack – Group A**

Death of heart muscle, due to inadequate blood supply, that has resulted in all of the following evidence of acute myocardial infarction:

Typical clinical symptoms (for example, characteristic chest pain).

New characteristic electrocardiographic changes.

The characteristic rise of cardiac enzymes or Troponins recorded at the following levels or higher;

- Troponin T > 1.0 ng/ml
- AccuTnI > 0.5 ng/ml or equivalent threshold with other Troponin I methods.

The evidence must show a definite acute myocardial infarction.

For the above definition, the following are not covered:

Other acute coronary syndromes including but not limited to angina.

**Heart valve replacement or repair – Group A**

The undergoing of surgery requiring median sternotomy (surgery to divide the breastbone) on the advice of a Consultant Cardiologist to replace or repair one or more heart valves.

**HIV infection and Hepatitis B Virus – Group C**

Infection by Human Immunodeficiency Virus or Hepatitis B Virus resulting from:  
a blood transfusion given as part of medical treatment;

a physical assault;

or

an incident occurring during the course of performing police duties

after the start of the policy and satisfying all of the following:

The incident must have been reported to appropriate authorities and have been investigated in accordance with the established procedures.

Where HIV infection is caught through a physical assault or as a result of an incident occurring during the course of performing normal duties of employment, the incident must be supported by a negative HIV antibody test taken within 5 days of the incident.

There must be a further HIV test within 12 months confirming the presence of HIV or antibodies to the virus.

For the above definition, the following is not covered:

HIV infection resulting from any other means, including sexual activity or drug abuse.

**/Kidney Failure**

**Kidney failure – Group C**

Chronic and end stage failure of both kidneys to function, as a result of which regular dialysis is necessary.

**Loss of hand or foot – Groups A & C**

Permanent physical severance of any hand or foot at or above the wrist or ankle joint.

**Loss of Speech – Groups A & C**

Total permanent and irreversible loss of the ability to speak as a result of physical injury or disease.

**Major Organ Transplant – Group A + B**

The undergoing as a recipient of a transplant of bone marrow or of a complete heart, kidney, liver, lung, or pancreas, or inclusion on an official UK waiting list for such a procedure.

For the above definition, the following is not covered:

Transplant of any other organs, parts of organs, tissues or cells.

**Motor Neurone Disease (before age 65) – Group C**

A definite diagnosis of motor neurone disease before age 65 by a Consultant Neurologist. There must be permanent clinical impairment of motor function.

**Multiple Sclerosis- Group C**

A definite diagnosis of Multiple Sclerosis by a Consultant Neurologist. There must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months.

**Paralysis of limbs – Group A & C**

Total and irreversible loss of muscle function to the whole of any 2 limbs.

**Parkinson's Disease (before age 65) – Group C**

A definite diagnosis of Parkinson's disease before age 65 by a Consultant Neurologist. There must be permanent clinical impairment of motor function with associated tremor, muscle rigidity and postural instability.

For the above definition, the following are not covered:

Parkinson's disease secondary to drug abuse

Other Parkinsonian syndromes

**Severe Burns – Group C**

First degree burns covering at least 60% of the total body surface area

or

Second degree burns covering at least 40% of the total body surface area

or

Third degree burns covering at least 20% of the total body surface area

**/Stroke**

**Stroke – Group A**

Death of brain tissue due to inadequate blood supply or haemorrhage within the skull resulting in permanent neurological deficit with persisting clinical symptoms.

For the above definition, the following are not covered:

Transient ischaemic attack.

Traumatic injury to brain tissue or blood vessels.

**Traumatic head injury – Group A & C**

Death of brain tissue due to traumatic injury resulting in permanent neurological deficit with persisting clinical symptoms.

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