
DISCRETIONARY TRUST ESTABLISHED BY DEED

26 NOVEMBER 2012

RULES

- of -

LEICESTERSHIRE POLICE FEDERATION INSURANCE TRUST

Pursuant to Paragraph 7 and 8 of the 2012 Trust Deed

Adopted by a resolution of the Trustees dated 31 March 2021
and amended by a resolutions of the Trustees dated 10 June 2021 and 21
February 2022

1 **COMMENCEMENT**

- 1.1 These Rules shall come into force on 6 April 2021;
- 1.2 These Rules revoke all previous Rules of the Leicestershire Police Federation Insurance Trust or *LPF Trusts* purporting to apply to the Trust or the Scheme;

2 **NAME**

- 2.1 The name of the Trust is the **Leicestershire Police Federation Insurance Trust** (“the Trust”);
- 2.2 The name of the Trust may be changed by a resolution of the Trustees;
- 2.3 The policy will be known as the **Leicestershire Police Federation Group Insurance Scheme** (“the Scheme”);
- 2.4 The office of the Trust (“the Federation office”) for all correspondence and service of documents is Suite B Lancaster House, Grange Business Park, Enderby Road, Whetstone, Leicester, LE8 6EP;
- 2.5 The Federation office email address is **groupinsurance@lpf.polfed.org**;
- 2.5.1 Service of documents will not be accepted by email unless by prior agreement of the Trustees or the Chief Operating Officer;

3 **OBJECTS**

- 3.1 The objects of the Trust are to provide a group life assurance policy for officers (including retired) and cadets of Leicestershire Police and certain other persons, including employees of the Trust, police staff employed by Leicestershire Police, employees of the Leicestershire Branch of the Police Federation of England and Wales and employees of the Trustees of the Leicestershire Police Federation Medical Scheme. The policy will provide benefits on death or injury to a beneficiary and any other benefits as determined by the Trustees from time to time;
- 3.2 The Trust will always be a not for profit organisation;

4 **TRUSTEES**

- 4.1 The Trustees are appointed by the Leicestershire Police Federation Branch Council;
- 4.2 The Branch Council shall appoint a minimum of three Trustees in whom the Trust Fund and property is to be vested. The Branch Council shall determine the manner of the Trustees’ appointment and the manner in which vacancies among the Trustees are to be filled;
- 4.3 The Leicestershire Police Federation Branch Council may remove one or more of the Trustees from Office without giving any reason;

- 4.4 The Trustees will be elected at the first Branch Council meeting after the triennial election;
- 4.5 The Trustees must hold at least two meetings each year;
- 4.6 At the first meeting of the Trustees after the triennial election, the Trustees shall elect one of their number to be **Chair** until the next triennial election. The Chair shall always be eligible for re-election;
- 4.7 Without prejudice to rule 4.3, a Trustee will always be eligible for re-election;
- 4.8 A quorum at a meeting of the Trustees is two or 51% if the number of Trustees is greater than three (the percentage to be rounded up for the purposes of calculating numbers e.g. four Trustees equals quoracy of 2.04 which equals quoracy of 3);
- 4.9 The Chair or (if the Chair is unable to do so) some other Trustee chosen by the Trustees present presides at each meeting;
- 4.10 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants;
- 4.11 The Trustees must act unanimously unless the matter under consideration affects them personally, in which case the affected Trustee will be counted for the purposes of determining whether a quorum is present but shall not be entitled to vote on the matter;¹
- 4.11.1 A written resolution signed by all the Trustees who would have been eligible to vote on the matter at a meeting of the Trustees and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature;²
- 4.12 For the purposes of rule 4.11, a written resolution may be in electronic format and distributed by email. A Trustee may substitute their signature with a written declaration contained within the body of the email and sent to the other Trustees from their verified email address;
- 4.13 Where a Trustee is excluded from voting on a matter under rule 4.11, the matter will be decided on a simple majority. Where the vote is tied, the Chair of the meeting has a second or casting vote;³
- 4.14 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting;

5 **POWERS OF TRUSTEES**

¹ Amended with immediate effect by a resolution of the Trustees dated 10 June 2021.

² Added with immediate effect by a resolution of the Trustees dated 10 June 2021.

³ Amended with immediate effect by a resolution of the Trustees dated 10 June 2021.

- 5.1 The Trustees shall manage the business of the Trust and may exercise all powers of the Trust unless they are subject to any restrictions imposed by an Act of Parliament or the Trust Deed;
- 5.2 Without prejudice to rule 4.1, the Trustees may:
- 5.2.1 Appoint a Chair, Vice Chair, Treasurer and other honorary officers from among their number;
- 5.2.2 Appoint (and remove) any individual as **Chief Operating Officer** to act as **Secretary** to the Trust;
- 5.2.3 Grant severally a power of attorney to the Chief Operating Officer in respect of all Trust powers and discretions vested in them in accordance with Trustees Act 1925, section 25 (as amended by Trustee Delegation Act 1999, section 5):
- to deal with all matters concerning the administration of the Trust;
 - to manage, supervise and oversee the Trust's employees;
 - to access the bank accounts and process / authorise payments from the account(s) in accordance with the terms of the current mandate as signatory;
 - to act as a signatory on their behalf in respect of legal documents and contracts after consulting with them and obtaining their approval for the relevant transaction;
 - to determine the eligibility of a beneficiary or potential beneficiary of the Trust to make a claim, pursuant to these Rules for the purpose of governing eligibility for benefits and / or the relevant insurance policy held by the Trustees;
- 5.2.4 The Branch Secretary of the Leicestershire Police Federation Branch Board will be appointed as the Chief Operating Officer in the absence of the position being undertaken by a person appointed or employed independently by the Trustees;

6 **INTERPRETATION**

- 6.1 Where there is a conflict between these Rules and the Trust Deed, the Trust Deed will take precedence;
- 6.2 Where there is a conflict between these Rules and the Terms and Conditions of any insurance policy held by the Trustees under the Scheme, the Terms and Conditions of the insurance policy will take precedence;
- 6.3 The ruling of a majority of the Trustees on any interpretation of these Rules shall be final. Where the Trustees are deadlocked, the Chair will be the final arbiter;
- 6.4 These Rules may be revoked, supplemented, or varied from time to time, or new rules put in their place by resolution of the Trustees;
- 6.5 Any changes made to these Rules shall take effect from any date specified by the Trustees but not less than 28 days' notice will be given to the members; save in the case of minor alterations or alterations that the Trustees consider to be necessary so as to comply with the law and they may effect such changes immediately;

7 **MEMBERSHIP**

- 7.1 The Scheme is open to any Leicestershire Police Officer, police staff employee, retired police officer, employees of the Trust, employees of the Leicestershire Branch of the Police Federation of England and Wales, employees of the Trustees of the Leicestershire Police Federation Medical Scheme and any spouse or cohabiting partner;
- 7.2 Members must complete an application form and sign the declaration or complete a fully underwritten application form;
- 7.2.1 All applications from serving Leicestershire Police Officers and police staff employees will be to join the full Scheme, unless their fully underwritten application is refused by the insurance company on medical grounds in which case they can apply to join the Core Scheme.
- 7.2.2 Employees of the Trust, employees of the Leicestershire Branch of the Police Federation of England and Wales and employees of the Trustees of the Leicestershire Police Federation Medical Scheme may opt to join the Core Scheme upon initial application, or transfer their membership between the main Scheme and Core Scheme by giving 30 days notice in writing to the Federation Office;
- 7.2.3 New members must provide the Trust with a personal email address at the time of application. Existing members must provide the Trust with a personal email address when requested by the Federation office. *police.uk* email addresses will not be accepted;
- 7.3 The Trustees reserve the right to refuse membership to any individual;
- 7.4 A student officer⁴ who joins the Scheme will receive free membership during the first 12 months of their police service;
- 7.4.1 A member to which rule 7.4 applies may cancel their membership of the Scheme at any time within the free period by writing to the Federation office provided there is no ongoing claim for that member, or rule 7.4.5 applies;⁵
- 7.4.1.1 When a member subject to rule 7.4 commences month 13 of their police service they will become subject to the minimum term of membership specified in rule 7.4.3. The date of commencement for the purposes of calculating the minimum term will be the date they were accepted into the Scheme under rule 7.4;
- 7.4.2 All other members will receive free membership for the first 3 months following acceptance of their application;
- 7.4.3 Without prejudice to rule 7.4.1 the minimum term of membership of the Scheme is 12 months from the date of acceptance;
- 7.4.3.1 The minimum term of membership specified in rule 7.4.3 does not apply to a member whose date of acceptance to the Scheme pre-dates the adoption of these Rules under rule 1.1;

⁴ “Student officer” means a member appointed to the rank of Constable and completing the required period of probation as defined in The Police Regulations 2003, regulation 12.

⁵ Amended with effect from 1 July 2021 by a resolution of the Trustees dated 10 June 2021.

- 7.4.4 A member to which rule 7.4.3 applies may cancel their membership upon completion of their minimum term by giving 30 days notice in writing to the Federation office provided that there is no ongoing claim for that member;⁶
- 7.4.5 A member to which rule 7.4 applies who is the Lead Name for any booking at any Trust holiday home during their free membership period will become subject to the minimum term of membership stated in rule 7.4.3 and may only cancel their membership in accordance with rule 7.4.4;⁷
- 7.5 The Trustees may cancel membership of any individual if they:
- 7.5.1 Fail to pay their usual membership fee on time;
- 7.5.2 Fail to return any claim form required by the Scheme and supporting documentation;
- 7.5.3 Make a fraudulent claim or provide incorrect information in order to start the claim;
- 7.5.4 Fail to pay back any overpayment made to them by the Trust or by the insurance company, or any other payment they are not entitled to receive when requested to do so;
- 7.6 Serving officers upon retirement may remain in the Scheme as a retired member provided they are in receipt of a police authority pension, by submitting a completed membership continuation form to the Federation office **prior to retirement**;
- 7.7 Individuals are not eligible to join or re-join the scheme after their retirement date;
- 7.8 Any cohabiting partner extension will cease when the Serving member or cohabiting partner reach 65 years of age (70 years for retired members), whichever is the sooner;
- 7.9 Members who transfer, resign, or are dismissed from the police service are not eligible to remain in the Scheme. Their membership and all benefits will cease;
- 7.10 Members on a career break are not eligible to remain in the Scheme;
- 7.11 Membership will cease when the member reaches 70 years of age in the case of retired members and 65 years of age for serving police staff members;
- 7.12 Any cohabiting partner cover and / or extension will cease when the member ceases to be a member of the Scheme;
- 7.13 Where a member's behaviour or actions is deemed to be unreasonable and likely to damage the reputation of the Scheme or the Trustees, that member may be removed from the Scheme and their membership terminated with immediate effect;⁸

8 **DISCRETIONARY BENEFITS**

- 8.1 The Trustees may at their absolute discretion provide benevolence or welfare payments to any member in relation to matters or incidents not already covered by the Scheme;

⁶ Amended with effect from 1 July 2021 by a resolution of the Trustees dated 10 June 2021.

⁷ Added with effect from 1 July 2021 by a resolution of the Trustees dated 10 June 2021.

⁸ Amended with effect from 1 July 2021 by a resolution of the Trustees dated 10 June 2021.

- 8.2 The Trustees may sponsor events connected to the police service or contribute towards causes, items or fees using Trust funds which will result in a wider membership benefit or promote or increase awareness of the Scheme to non-members;
- 8.3 Repealed;⁹
- 8.3.1 Repealed;¹⁰
- 8.4 Repealed;¹¹
- 8.5 Members will have access to stay at any Trust holiday home subject to availability and in accordance with the published terms and conditions;¹²
- 8.6 The benefits stated in rules 8.1 to 8.5 are discretionary and do not form part of the Scheme benefits. The Trustees reserve the right to amend or remove the benefits stated in rules 8.1 to 8.5 as they deem appropriate;¹³

9 CANCELLATION OF MEMBERSHIP PROCESS

- 9.1 Without prejudice to rule 7.13, the Trustees will, in the event of being notified of a member failing to abide by these Rules undertake the following action:¹⁴
- 9.1.1 Advise the member informally by email or telephone call that continuance of their actions or behaviour may result in cancellation of their membership;
- 9.1.2 Should their actions or behaviour continue then a written warning will be sent by registered post to the member's last known address held by the Trust that the continuance of the actions or behaviour that gave rise to the notification in rule 9.1.1 will result in cancellation of membership;
- 9.1.3 Upon notification of delivery of the written warning in rule 9.1.2, if the actions or behaviour continue the member will be sent a Notice of Cancellation of Membership by registered post to the member's last known address held by the Trust. This notice is effective immediately;
- 9.1.4 There is no right of appeal to a Notice of Cancellation of Membership issued under rule 9.1.3;

10 URGENT DECISIONS

- 10.1 Urgent decisions which require being made between Trustees meetings can be made by the Chief Operating Officer, in consultation with no less than one Trustee so long as they are ratified at the next Trustees meeting;
- 10.2 The remaining Trustees not consulted under rule 10.1 will be notified of the urgent decision made as soon as practicable by the Chief Operating Officer;

⁹ Repealed with immediate effect by a resolution of the Trustees dated 10 June 2021.

¹⁰ Repealed with immediate effect by a resolution of the Trustees dated 10 June 2021.

¹¹ Repealed with immediate effect by a written resolution of the Trustees dated 21 February 2022.

¹² Added with effect from 1 July 2021 by a resolution of the Trustees dated 10 June 2021.

¹³ Added with effect from 1 July 2021 by a resolution of the Trustees dated 10 June 2021.

¹⁴ Amended with effect from 1 July 2021 by a resolution of the Trustees dated 10 June 2021.

11. PAYMENT OF BENEFITS: INSURED DEATH EVENT¹⁵

11.1 For the purposes of this Clause 11, the following terms shall have the following meanings:

Beneficiary means in relation to an Insured Death Event in respect of any Member a person or persons within the Death Benefit Class;

Death Benefit Class has the meaning given in Rule 11.6;

Excepted Group Life Policy has the meaning ascribed to it under section 480(3) of ITTOIA;

Excluded Person means:

- (a) any other Member and his estate unless they are included in the Death Benefit Class;
- (b) any other person or member of a class named or specified in a deed or deeds executed by the Trustees in exercise of the powers conferred upon it by these Rules; and,
- (c) in relation only to a deceased Member in respect of whom a lump sum benefit is payable under an Excepted Group Life Policy, any person precluded by condition B in section 482(3) of ITTOIA from receiving any lump sum benefit.

Insured Death Event means any death which gives rise to a payment to the Trustees under the Life Policies;

Insurer means such insurance company or insurance companies or underwriters which the Trustees may from time to time select to assure the Life Benefits provided under the Scheme;

ITEPA means the Income Tax (Earnings and Pensions) Act 2003;

ITTOIA means the Income Tax (Trading and Other Income) Act 2005;

Life Benefits means the benefits payable under the Life Policies upon an Insured Death Event;

Life Policies means the policy or policies of life insurance specified in Schedule 1 of these Rules and any further life insurance policy or policies taken out from time to time by the Trustees and held under the trusts of the Scheme;

Member means any person who is entered into the Scheme and meets any eligibility requirements under the applicable Life Policies and these Rules;

¹⁵ Rule 11 in Appendix 1 of the Written Trustees Resolution dated 21 February 2022 entirely replaced Rule 11 of the Trust (which came into force on 6 April 2021) with effect from 00:01 Tuesday 22 February 2022.

Partner means:

- (a) a Spouse;
- (b) a Civil Partner; and
- (c) a person (other than a child or foster child or relative of a Member over the age of 16) who was openly cohabiting with (and/or financially dependent upon) a Member during the lifetime of the Member and who had been so cohabiting for a period of at least 6 months prior to the date of the Member's admission into the Scheme;

Relative of a Member, means any living individual who is:

- (a) a surviving Spouse or Civil Partner;
- (b) a former Spouse or Civil Partner;
- (c) a natural or adopted child or step-child;
- (d) a natural or adoptive parent or step-parent or the surviving Spouse or Civil Partner of such parent; or
- (e) a brother, sister, uncle, aunt or grandparent, provided that a Relative includes a half-blood relative and any child conceived but not born at the date of the Member's death;

Terminal Prognosis Advance shall only apply if the Life Policies provides for payment of a benefit upon diagnosis of a Terminal Prognosis as defined in the Life Policies and to the satisfaction of the Insurer and shall have the meaning given in the Life Policies;

- 11.2 Upon an Insured Death Event the Insurer shall pay the Trustees an amount equal to the Life Benefits.
- 11.3 Where a Terminal Prognosis Advance has previously been awarded in respect of the deceased Member, the amount of the Terminal Prognosis Advance will be deducted by the Insurer from the Life Benefits and the balance paid to the Trustees.
- 11.4 The Trustees must apply any Life Benefits at their discretion for the benefit of one or more of the persons defined in sub-rule 11.6 (**Death Benefit Class**), in such shares as the Trustees decide.
- 11.5 Any Life Benefits payable under an Excepted Group Life Policy must be paid (whether directly or indirectly) to, or for, or conferred upon, or applied at the direction of:
 - (a) an individual or charity beneficially entitled to them; or

- (b) a trustee or other person acting in a fiduciary capacity who will secure that the sums or other benefits are paid to or for, or conferred on, or applied in favour of, an individual or charity beneficially.
- 11.6 For the purposes of this Rule 11, the Death Benefit Class means any of the following in connection with a deceased Member (but the Trustees are not required to identify every person who falls within the Death Benefit Class):
 - (a) a surviving Partner;
 - (b) a surviving Relative;
 - (c) a person who in the Trustees' opinion was a Dependant of the Member at the date of his death or normally resident with the Member or financially dependent on the Member at the date of his death;
 - (d) a person nominated by the Member in writing to the Trustees before his death as a potential recipient of the Life Benefits, provided the Member supplies particulars sufficient to enable the Trustees to identify the individual to their satisfaction;
 - (e) his personal representatives; or
 - (f) any other person entitled to an interest in his estate (except the Crown, the Duchy of Lancaster or the Duchy of Cornwall).
- 11.7 An Excluded Person will not be able to benefit, directly or indirectly, from the Scheme.
- 11.8 An adult Beneficiary may:
 - (A) declare himself to be an Excluded Person;
 - (B) cease to be a Beneficiary; or
 - (C) disclaim his interest as an object of such trust power or discretion either wholly or with respect to any specified part or share of the Trust Fund.
- 11.9 A disclaimer or declaration under clause 11.8 above must be in writing, can be revocable or irrevocable, provided it is received by the Trustees prior to the death of the Member and will take effect from the date on which it is expressed to be effective or the date it is received by the Trustees (whichever is the later).
- 11.10 The Trustees may by deed extend the definition of Excluded Person to cover individuals who might, were it not for this clause, be a Beneficiary. Any such extension will be irrevocable. Any entitlement to Life Benefits before the effective date of the deed shall not be retrospectively affected.

- 11.11 The powers contained under clause 11.10 shall not be exercised if the relevant terms of ITEPA or ITTOIA (as appropriate) or any amending legislation are breached. Any such purported exclusion shall be null and void.
- 11.12 In applying all or part of any Life Benefits, the Trustees may, subject to Rule 11.5 establish a separate trust by declaration of trust in writing and appoint separate trustees to hold all or any part of the benefits, on such terms as the Trustees consider appropriate. A declaration of trust executed under this clause may, subject to Rule 11.5 provide for:
- (a) the benefits to be payable at such age or ages and in such shares as the Trustees thinks fit, whether payable absolutely or for such period and with such gifts over and subject to such discretionary trusts, powers and provisions generally as the Trustees consider appropriate;
 - (b) the power to appoint new, additional or replacement trustees to be vested in such persons as the Trustees may specify; and
 - (c) the power to invest the Life Benefits to be varied as the Trustees may specify.
- 11.13 As an alternative to the provisions of sub-rule 11.12, if in the opinion of the Trustees any individual within the Death Benefit Class has either:
- (a) not reached legal majority; or
 - (b) is suffering from any physical mental or legal incapacity rendering him unable to manage his affairs or to give a proper receipt,
- the Trustees may in their absolute discretion pay the Life Benefits to any responsible person or persons for the benefit of that individual. The receipt of any such person shall be a complete discharge to the Trustees who shall be under no further liability to ensure that the funds are applied for the benefit of the individual.
- 11.14 If the Trustees do not exercise their power under this rule 11 within [three months] after first becoming aware of the Member's death, they may add interest to any Life Benefit due at the base rate applying to the Trustees' bank account (or such other rate as the Trustees may decide).
- 11.15 If or to the extent that the Trustees do not exercise their power under this rule 11 within two years of the date the Trustees first knew of the Member's death (or, if earlier, the date the Trustees could first reasonably be expected to have known of it), the Trustees shall pay an amount equal to the unapplied Life Benefit to such charity or charities and in such shares as the Trustees shall in their absolute discretion decide.

12 **COMPLAINTS AND APPEALS**

- 12.1 All complaints should in the first instance be brought to the attention of the Federation office by telephone or by writing to the Federation office or by email to the Federation office email address;
- 12.2 Should the matter not be suitably resolved, the member can send a written complaint to the Chief Operating Officer at the Federation office or to the Federation office email address;
 - 12.2.1 The complaint will be received and logged;
 - 12.2.2 Receipt of the complaint will be acknowledged by the Federation office and sent to the Chief Operating Officer;
 - 12.2.3 The member will receive a decision from the Chief Operating Officer within 14 working days;
- 12.3 If the member wishes to appeal the decision of the Chief Operating Officer they must, within 14 days of receipt of the decision, send their appeal in writing to the Trustees at the Federation office or by email to the Federation office email address;
 - 12.3.1 Receipt of the appeal will be acknowledged by the Federation office;
 - 12.3.2 The appeal will be anonymised and sent to the Trustees;
 - 12.3.3 The Trustees will consider the matter jointly and determine whether the appeal is upheld in accordance with the procedure set out in rules 4.11 – 4.14;
 - 12.3.4 Once the result of the appeal has been determined, the identity of the member will be provided to the Trustees;
 - 12.3.5 The member will receive a response from the Chair of the Trustees within 14 working days stating whether the appeal is upheld or denied;
 - 12.3.6 The decision of the Trustees is final and there is no further right of appeal;