

Norfolk Police Federation
Personal Accident & Sickpay
Policy Wording

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Introduction

Welcome to Aviva. **We** are committed to providing a first-class service. Aviva is the UK's largest insurer with over 200 years' experience in the insurance industry.

This Personal Accident and Sickpay insurance policy sets out the insurance protection in detail.

Your Premium has been calculated on the basis of the extent of cover **You** have selected which is specified in the **Schedule**, the information **You** have provided and the declaration **You** have made. Please read the policy and the **Schedule** carefully to ensure that the cover meets the requirements of the **Insured Person(s)** and **You**.

Please contact George Burrows if **You** have any questions or if **You** wish to make adjustments.

This policy consists of individual sections. **You** should read this policy in conjunction with the **Schedule** which confirms the sections **You** are insured under and gives precise details of the extent of **Your** insurance protection.

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The Contract of Insurance

The policy, the information the **Insured Person** or **You** have provided and/or the application form, the declaration made by **You** and the **Schedule** should be read together and form the contract of insurance between **You**, the **Policyholder** and **Us**, Aviva.

In return for the **Insured Person** or **You** having paid or agreed to pay the **Premium** for the **Period of Insurance**, **We** will indemnify the **Insured Person** by payment or, at **Our** option, by reinstatement or repair, in respect of loss, liability, destruction, damage, accident or injury, to the extent of and subject to the terms contained in or endorsed on the policy.

Important

This policy is a legal contract. **You** must tell **Us** about any facts or changes which affect this 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 or local Aviva office. If **You** do not tell **Us** about relevant changes, the policy may not be valid or the policy may not cover the **Insured Person(s)** fully.

You should keep a written record (including copies of letters) of any information **You** give **Us** or **Your** insurance adviser when **You** renew this policy.

Important Information

Choice of Law

The appropriate law as set out below will apply unless **We** agree with **You** otherwise.

1. The law applying in that part of the **United Kingdom**, Channel Islands or Isle of Man in which **You** normally live;
or
2. In the case of a business, the law applying in that part of the **United Kingdom**, Channel Islands or Isle of Man where **You** have **Your** principal place of business;
or
3. Should neither of the above be applicable, the law of England and Wales.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this 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
10th Floor,
Beaufort House
15 St Botolph Street
London
EC3A 7QU

Use of Language

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

Customers with Disabilities

This policy and associated documentation are available in large print, audio and Braille. If **You** require any of these formats, please contact **Your** insurance adviser.

Important Information

Data Protection Act – Information Uses

For the purposes of the Data Protection Act 1998, the Data Controllers in relation to any personal data **You** supply is Aviva Insurance Limited.

Insurance Administration

Information **You** or the **Insured Person** supplied may be used for the purposes of insurance administration by **Us**, its associated companies and agents, by reinsurers and **Your** intermediary. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing of **Our** compliance with any regulatory rules/codes. **Your** and the **Insured Person(s)** information may also be used for offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. In assessing any claims made, **We** or **Our** agents may undertake checks against publicly available information (such as electoral roll, county court judgements, bankruptcy orders or repossessions). Information may also be shared with other insurers either directly or via those acting for **Us** (such as loss adjusters or investigators).

With limited exceptions, and on payment of the appropriate fee, **You** or the **Insured Person** have the right to access and if necessary rectify information held.

Sensitive Data

In order to assess the terms of the insurance contract or administer claims that arise, **We** may need to collect data that the Data Protection Act defines as sensitive (such as medical history or criminal convictions). By proceeding with this application **You** will signify **Your** consent to such information being processed by **Us** or its agents. **You** must also ensure that **You** make this fact known to the **Insured Person(s)** and obtain their consent to pass this information to **Us** for these purposes.

Fraud Prevention and Detection

In order to prevent and detect fraud **We** may at any time:

- Share information about **You** or the **Insured Person(s)** with other organisations and public bodies including the Police;
- Check and/or file **Your** or the **Insured Person(s)** details with fraud prevention agencies and databases, and if **You** or the **Insured Person** give **Us** false or inaccurate information and **We** suspect fraud, **We** will record this. **We** and other organisations may also search these agencies and databases to:
 - Help make decisions about the provision and administration of insurance, credit and related services for **You** or the **Insured Person** and members of **Your** or their household;
 - Trace debtors or beneficiaries, recover debt, prevent fraud and to manage **Your** or the **Insured Person(s)** accounts or insurance policies;
 - Check **Your** or the **Insured Person(s)** identity to prevent money laundering, unless **You** or the **Insured Person(s)** furnish **Us** with other satisfactory proof of identity;

The Contract of Insurance

- Undertake credit searches and additional fraud searches.

We can supply on request further details of the databases **We** access or contribute to.

The policy wording, the information the **Insured Person** or the **Policyholder** have provided and/or the application form, the statement of fact, the policy **Schedule**, or notice issued by **Us** at renewal and any endorsement together form the contract of insurance between **Us** and the **Policyholder**, and must be read together.

In return for the **Insured Person** or the **Policyholder** having paid or agreed to pay the **Premium**, **We** will provide the cover set out in this policy, to the extent of and subject to the terms contained in or endorsed on this policy.

Important

This policy is a legal contract. You must tell **Us** about any material circumstances which affect **Your** insurance and which have occurred either since the policy started or since the last renewal date.

A circumstance is material if it would influence **Our** judgement in determining whether to provide the cover and, if so, on what terms. If **You** are not sure whether a circumstance is material ask **Your** insurance adviser. If **You** fail to tell **Us** it could affect the extent of cover provided to the **Insured Person(s)** under the policy.

You should keep a written record (including copies of letters) of any information **You** give **Us** or the **Policyholder's** insurance adviser when **You** renew this policy.

Breach of Term

We agree that where there has been a breach of any term (express or implied) which would otherwise result in **Us** automatically being discharged from any liability, then such a breach shall result in any liability **We** might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that **We** will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

Terms not relevant to the actual loss

Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of:

- loss of a particular kind, and/or
- loss at a particular location, and/or
- loss at a particular time,

then **We** agree that **We** may not rely on the non-compliance to exclude, limit or discharge **Our** liability under this policy if **You** show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

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 the **Insured Person(s)** and **You** expect, **We** welcome feedback from the **Insured Person(s)** or **You**. **We** will record and analyse the comments the **Insured Person(s)** or **You** to make sure **We** continually improve the service **We** offer.

What will happen if You complain?

We will acknowledge a complaint from the **Insured Person(s)** or **You** within two working days.

We aim to resolve complaints following assessment and investigation with 5 working days of receipt.

Most of **Our** customers' concerns can be resolved quickly, but occasionally more detailed enquiries are needed. If this is likely, **We** will contact the **Insured Person(s)** or **You** with an update within 10 working days of receipt and give the **Insured Person(s)** or **You** an expected date of response.

What to do should You be dissatisfied

If the **Insured Person(s)** or **You** are dissatisfied with any aspect of the handling of the insurance, **We** would encourage the **Insured Person(s)** or **You**, in the first instance, to seek resolution by contacting George Burrows at:-

George Burrows
St Mark's Court,
North Street
Horsham,
West Sussex
RH12 1RZ

If the **Insured Person(s)** or **You** remain unhappy with the decision the **Insured Person(s)** or **You** receive, the **Insured Person(s)** or **You** may write to:-

Chief Executive UK Insurance
Aviva
8 Surrey Street
Norwich
NR1 3NS

Or e-mail details of your complaint to:-

ukgiceo@aviva.co.uk

If the **Insured Person(s)** or **You** are dissatisfied with **Our** final decision (from the Chief Executive Officer), the **Insured Person(s)** or **You** can refer the matter to the Financial Ombudsman Service (FOS).

Full contact details of the FOS will be provided when **We** write in response to the complaint.

Whilst **We** are bound by the decision of the FOS, the **Insured Person(s)** or **You** are not. Following the complaints procedure does not affect the **Insured Person(s)** or **Your** right to take legal action.

Contact details for claims and help

Claims Service

All claims/incidents which could give rise to a claim should be notified to the Federation Office (where possible within 30 days), who will issue a claim form for completion and return.

The contact details below is to speak our Group Personal Accident and Sickpay Claims team.

0800 051 6583

Postal Address:

Group Personal Accident & Sickpay Claims
Aviva
Fourth Floor
The Observatory
Chapel Walks
Manchester
M2 1HL

Email Mailbox: gpaclaims@aviva.com

Our line operates 9am to 5pm, Monday to Friday.
Please have **Your** policy number to hand when calling. For **Our** joint protection telephone calls may be recorded and/or monitored. When **We** know about the problem, **We** will start to put the solutions in place.

Policy Definitions

Each time **We** use one of the words or phrases listed below, it will have the same meaning wherever it appears in the policy, **Schedule** or endorsement. A defined word or phrase will appear **bold** each time it appears in the policy.

Accident/Accidental

Shall mean a sudden violent external unforeseen and identifiable **Event**.

Accidental Bodily Injury

- (a) Injury caused by **Accidental** and/or violent means;
- (b) Injury resulting from **Exposure**; occurring within 24 months from the date of such **Accident** or **Exposure**.

Benefit Period

The total period, after the expiry of any **Excess Period** stated in the **Schedule**, for which **We** will pay benefits for **Temporary Total Disablement** and/or **Temporary Partial Disablement** in respect of any one **Accident** to any **Insured Person**.

Business

Activities directly connected with the business described in the **Schedule**.

Capital Benefits

Capital Benefits shall include **Loss of Hearing, Loss of Limb, Loss of Sight, Loss of Speech, and Permanent Total Disablement**.

Child/ren

Children, stepchildren and legally adopted children and foster children of the **Insured Person** and the **Partner**. To be insured under this policy Child/ren must be dependant on the **Insured Person** or their **Partner** under 18 years of age at the effective date of cover or under 23 years of age if in full time education.

Country of Residence

The country in which the **Insured Person** has their permanent home or in which they ordinarily reside.

Disfigurement or scarring from burns

Face neck or head: This benefit relates to disfigurement, scarring and burns on any part of the neck, face outer ear (Pinna) or head exposed to view. The benefit amount payable will not take into account any psychological effects; Maximum benefit £5,000, minimum benefit £300.

If as a result of an **Accident** during the **Period of Insurance** the insured person sustains-facial disfigurement such as permanent scarring or permanent burns affect an area of one square centimetre or two centimetres in length the minimum benefit of £300 will be paid. Permanent scarring or permanent burns covering a greater area or length will be assessed according to size, area it covers, visual impact, and in relation to the minimum benefit payable of £300 and the maximum benefit payable of £5,000 for permanent scarring or permanent burns covering the whole face.

Body: If as a result of an **Accident** occurring during the **Period of Insurance** the **Insured Person** sustains **Accidental Bodily Injury** which results in permanent scarring or permanent burns to the Body and permanent scarring or permanent burns affect an area of at least 4.5% of the total body area the appropriate amount will be paid in accordance with the amount shown below:

Disfigurement or Scarring of the body (excluding face) from burns.

- 4% of the body surface area £1,500
- 9% or more of the total body surface area £3,000
- 18% or more of the total body surface area £4,000
- 27% or more of the total body surface area £5,000

Event

Each and every individual loss or series of losses arising out of one event or one catastrophic **Accident** during any one period of 72 hours which results in **Accidental Bodily Injury**, dismemberment, disability or death of **Insured Person(s)**.

Excess Period

The number of calendar days at the commencement of each and every period of **Temporary Total Disablement** and/or **Temporary Partial Disablement** for which benefit is not payable.

Exposure

Death and/or injury to an **Insured Person** as a direct result of exposure to the elements shall be deemed to have been caused by **Accidental Bodily Injury**.

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 Practitioner** 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 for the aged, for drug addicts or alcoholics.

Insanity

Shall mean the state of being seriously mentally ill where diagnosed by a **Qualified Medical Practitioner** as a result of **Accidental Bodily Injury** which in all probability shall continue for the remainder of the **Insured Person's** life.

Insured Person(s)

Any person under the age of 65 years as shown in the **Schedule**, whose application for membership of the insurance scheme has been accepted by the Insured and whose fees and/or subscriptions are not in arrears.

Loss of Hearing

Total and permanent loss of hearing in one or both ears to the extent that the hearing loss is greater than 95 decibels across all frequencies using a pure tone audiogram.

Loss of Limb

Shall mean in respect of

- (1) an arm – physical severance of all four fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand) and/or;
- (2) a leg – physical severance at or above the level of the ankle (talo-tibial joint);

and shall also mean permanent total loss of use of an entire hand or arm at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand), or leg at or above the level of the ankle (talo-tibial joint).

Loss of Sight

Loss of Sight shall mean total and permanent loss of sight,

which shall be deemed to have occurred

- (1) in both eyes when the **Insured Person(s)** name has been added to the register of Blind Persons on the authority of a fully qualified ophthalmic specialist.
- (2) in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (which means the **Insured Person** is only able to see at 3 feet that which they should normally be able to see at 60 feet) and **We** are satisfied that the condition is permanent and without expectation of recovery.

Loss of Speech

Total and permanent loss of speech.

Maximum Accumulation Limit

The maximum amount **We** will pay per **Event** in total under this and any other policies issued by **Us** to the **Policyholder**.

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.

Operative Time

The period of time for which **We** will cover the **Insured Person** as specified in the **Schedule**.

Paralysis

Shall mean the total and permanent paralysis of all four limbs as a result of **Accidental Bodily Injury**

which in all probability shall continue for the remainder of the **Insured Person's** life.

Partner

The spouse or partner of an **Insured Person** living at the same address as the **Insured Person** for at least 3 months.

Period of Insurance

From the effective date until the expiry date shown in the **Schedule** and any subsequent period for which **We** accept payment for renewal of this policy.

Permanent Total Disablement

Any permanent disablement other than:-

- (a) **Loss of Hearing;**
- (b) **Loss of Limb;**
- (c) **Loss of Sight;**
- (d) **Loss of Speech;**
- (e) Complete and incurable **Paralysis;**
- (f) Complete and incurable **Insanity;**

which lasts without interruption for more than 12 months from the date of **Accident** and in all probability shall continue for the remainder of the **Insured Person(s)** life that will prevent the **Insured Person** from engaging in or giving attention to business profession or occupation of any and every kind.

Premium

Means the amount specified or referred to in the **Schedule** in respect of the specified **Period of Insurance** which is payable by the **Policyholder** to **Us**.

Qualified Medical Practitioner

A doctor or specialist who is registered or licensed to practise medicine under the laws of the country they practise in other than an **Insured Person**, **Insured Person(s) Partner**, a member of the immediate family of the **Policyholder** or **Insured Person** or an employee of the **Policyholder**.

Qualifying Period

Shall mean where an **Insured Person** sustains **Accidental Bodily Injury** or suffer **Sickness** which has lasted for at least 182 days (not necessarily consecutive) during the preceding 12 months.

Rehabilitation Expenses

The reasonable expenses necessarily incurred in engaging professional rehabilitation advice and assistance to retrain the **Insured Person**.

Salary

The **Insured Person's** wages / salary, including overtime, commission or bonus payments, received in the 12 months immediately preceding the date of **Accident** (all prior to deductions) or for weekly paid employees 52 times the **Insured Person(s) Weekly Wage** immediately preceding the date of **Accident** (all prior to deductions).

Schedule

The document which specifies details of the

Sickness

Any disease, medical complaint or medical condition which is not **Accidental Bodily Injury**.

Technical Flight Officer

Shall mean police officers involved in helicopter or fixed wing aircraft aerial observation in the course of their duties, involving navigation, but excluding the operation of any control equipment or piloting.

Temporary Partial Disablement

Disablement which prevents the **Insured Person** from engaging in or attending to a substantial part of their **Usual Occupation**.

Temporary Total Disablement

Disablement which entirely prevents the **Insured Person** from engaging in or attending to their **Usual Occupation**, including Post Traumatic Stress Disorder as a direct and sole result of an identifiable single incident, that is documented in police records and be of sufficient severity to immediately prevent the Member from entirely performing their normal duties.

United Kingdom

For the purposes of this policy means England, Scotland, Wales and Northern Ireland.

Usual Occupation

The tasks, duties and other functions, which the **Insured Person** normally performs in connection with their occupation.

War

War, invasion, act of a 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.

We/Us/Our

Aviva Insurance Limited.

Weekly Wage

The average gross weekly wage (or in the case of salaried 1/52nd of their **Salary**) normally paid to the **Insured Person** as a wage or salary for services (including overtime, commission or bonus

payments) prior to all deductions paid in the 12 week period (or any shorter period if the **Insured Person** has been employed for less than 12 weeks) before the date of commencement of the period of **Temporary Total Disablement** or **Temporary Partial Disablement**.

Working Day

Shall mean each complete day during which, had it not been for the disablement or **Sickness**, the **Insured Person** would normally have been working or engaging fully in their **Usual Occupation**.

You/Your/Policyholder

The persons, companies, partnerships or unincorporated associations, named in the **Schedule** as the Policyholder.

Personal Accident

Cover

We will pay the sum insured shown in the **Schedule** for **Accidental Bodily Injury** to an **Insured Person** occurring during the **Period of Insurance** which within 24 months of the date of the **Accident** solely directly and independently of any other cause results in any of the benefits listed below:-

- **Death;**
- **Permanent Total Disablement;**
- **Capital Benefits;**
- **Temporary Total Disablement;**
- **Temporary Partial Disablement.**

The amount payable to the **Insured Person** shall be the amount as stated in the **Schedule** for that category of **Insured Person**.

Extensions

Knife & Firearm Assault

If an **Insured Person** sustains **Accidental Bodily Injury** in the course of police related duties, caused by the discharge of either a firearm, crossbow or shotgun or by stabbing with a sharp implement and as a consequence of their injuries the **Insured Person** is unable to continue pre assault duties for a period of at least 7 days immediately after the incident, **We** will pay the amount shown in the **Schedule**.

Only one benefit shall be paid for any one incident.

Unplanned Hospitalisation

In the **Event** that an **Insured Person** is admitted as a **Hospital** in-patient as a result of **Accidental Bodily Injury** occurring during the **Operative Time**, **We** will pay the **Insured Person** for each complete 24 hour period that the **Insured Person** spends as an in-patient, up to a maximum of 104 weeks. The amount payable is shown in the **Schedule**.

Unrecovered Criminal Court Award Compensation

Payment of up to the amount shown in the **Schedule** 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.

Sickpay

Cover

We will pay the sum insured shown in the **Schedule** if the **Insured Person** suffers **Sickness** or sustains **Accidental Bodily Injury** during the **Period of Insurance** and **Operative Time** which results in the **Insured Person** being placed on half pay, nil pay or reduced pay in accordance with Regulation 28 of the Police Regulations 2003 once the **Qualifying Period** is met.

Policy Conditions

All of the following policy conditions apply to each Section of the policy.

Benefit Limits

(1) Payment of Benefit

We will not pay under more than one of the benefits listed below in connection with the same **Accident** for the same **Insured Person**:-

- Death;
- **Loss of Limb, Loss of Sight, Loss of Speech, Loss of Hearing**, Complete and incurable **Paralysis** or Complete and incurable **Insanity**;
- **Permanent Total Disablement**.

After payment has been made for:-

- Death;
- **Loss of Limb, Loss of Sight, Loss of Speech, Loss of Hearing**, Complete and incurable **Paralysis** or Complete and incurable **Insanity**;
- **Permanent Total Disablement**;

no further payments shall be made by **Us** in respect of that **Insured Person** during the current **Period of Insurance**.

(2) Payment of Permanent Total Disablement

Benefit in respect of **Permanent Total Disablement** will be payable after the expiry of 52 consecutive weeks disablement and on certification that disablement is permanent and without expectation of recovery by a medical examiner appointed by **Us**.

(3) Payment of Temporary Total Disablement and/or Temporary Partial Disablement

(a) Payment of benefit for **Temporary Total Disablement** and/or **Temporary Partial Disablement** shall not preclude entitlement

to any other benefit but shall cease immediately following payment of:-

- Death;
- **Loss of Limb, Loss of Sight, Loss of Speech, Loss of Hearing**, Complete and incurable **Paralysis** or Complete and incurable **Insanity**;
- **Permanent Total Disablement**.

- (b) Payment benefit for **Temporary Total Disablement** and/or **Temporary Partial Disablement** will be paid at 4 weekly intervals in arrears commencing after the expiry of the **Excess Period**.
- (c) In respect of any one **Accident** benefit will not be payable in respect of **Temporary Total Disablement** and/or **Temporary Partial Disablement** for longer than the **Benefit Period** shown in the **Schedule**.
- (d) In respect of any one Sickpay benefit will not be payable in respect of **Temporary Total Disablement** and/or **Temporary Partial Disablement** for longer than the **Benefit Period** shown in the **Schedule**.
- (e) Where a period of **Temporary Total Disablement** under the Personal Accident or Sickpay Section, is less than a complete week or month the amount payable for each **Working Day** shall be pro rata of the amount shown in the **Schedule** in respect Personal Accident and £15 per day.
- (f) In the **Event** the **Insured Person** has their pay reinstated, any benefit already paid under the Sickpay Section must be repaid in full to **Us**.
- (g) At the expiry of the **Benefit Period** for a claim under the Sickpay Section any

subsequent claim will be subject to a further **Qualifying Period**.

(4) **Maximum Weekly Benefit**

The maximum **Weekly Wage** payable for:-

- Temporary Total Disablement will not exceed 100%;
- Temporary Partial Disablement will not exceed 50%;

of the **Insured Person(s)** normal **Weekly Wage**.

It is the duty of the **Insured** or **Insured Person** to inform **Us** if any claim payment does exceed these limits. Payment will be proportionately reduced until these limits are not exceeded.

(5) **Cessation of Benefit**

Payment of benefit under the Sickpay Section will cease immediately following:-

- (a) retirement of the **Insured Person**;
- (b) termination of employment of the **Insured Person**;
- (c) resignation of the **Insured Person**;
- (d) return to duties of the **Insured Person**;
- (e) following the expiry of the **Benefit Period**;
- (f) the **Insured Person** declining any reasonable recuperative duties;
- (g) after 183 days from the day on which pay is reduced.

(6) **Proportionate Benefit - Permanent Total Disablement**

Where a previous injury or pre-existing condition(s) have contributed towards an **Insured Person(s) Permanent Total Disablement** in addition to any **Accidental Bodily Injury** sustained at the time of the **Accident** for which the claim is made **We** can reduce the sum insured. The reduction in the benefit payable will depend upon the extent to which the previous injury or pre-existing condition has contributed to **Permanent Total Disablement**. This will be assessed by referring to the **Insured Person's** medical history and medical evidence, which may include a medical examination carried out by a **Qualified Medical Practitioner** (appointed by **Us**).

(7) **Part Time Persons**

In respect of **Insured Persons** who are not full time Police Officers the benefit payable under

will be paid on a pro-rata basis according to their contracted hours.

(8) **Maximum Benefit**

The maximum amount shown in the **Schedule** payable for any **Insured Person** for all **Accidental Bodily Injury** arising from any one **Accident**.

(9) **Minors**

If the **Insured Person** is under the age of 16 at the date of the **Accident** giving rise to a claim:-

- (a) The maximum amount payable for Death will be £10,000 or the sums insured shown in the **Schedule** whichever is less.
- (b) No benefit will be payable for **Temporary Total Disablement** or **Temporary Partial Disablement**.

(10) **Accumulation Limit**

The maximum **We** will pay in respect of all benefits under this policy in aggregate in respect of all **Insured Persons** involved in the same **Accident** shall not exceed the **Maximum Accumulation Limit** stated in the **Schedule** and individual benefits shall where necessary be reduced proportionally until the total aggregate of individual benefits does not exceed the **Maximum Accumulation Limit**.

Alteration of Risk

If:-

- (a) there has been any alteration to the **Business** and/or the occupation or pursuits of any **Insured Person** after the effective date of this insurance which increases the risk of loss, liability, destruction, damage, **Accident** or injury; or
- (b) **Your** interest ceases except by will or operation of law;

We will at **Our** option avoid the policy from the date of such alteration or when **Your** interest ceases, unless **We** accept the alteration.

Assignment

The **Insured Person** may not assign the benefits under this policy. **We** shall not be bound to accept or be affected by any notice of any trust charge lien purported assignment or other dealing with or relating to this policy.

Cancellation

We reserve the right to retain the annual **Premium** where claims have occurred in the **Period of Insurance** when cancellation takes place.

- (a) **You** may not cancel this policy at any time.
- (b) The **Insured Person** may withdraw from the cover provided by this policy at any time by giving notice to **You**. No refund of **Premium** will be payable.
- (c) **We** may also cancel this policy at any time by sending not less than 30 days' notice in writing to **Your** last known address.

If the policy is cancelled under (c) above, **We** will refund part of the **Premium** for the unexpired period, which will be calculated on **Our**, then current, short period rating basis, and provided that there have been no:-

- (i) claim(s) made under the policy for which **We** have made a payment;
- (ii) claim(s) made under the policy which are still under consideration;
- (iii) incident(s) which **You** are aware of and which are likely to give rise to a claim which has yet to be reported to **Us**;

during the current **Period of Insurance**.

- (d) **We** will cancel this policy from the inception date if the **Premium** has not been paid and no return **Premium** will be allowed. Such cancellation will be confirmed in writing by **Us** to **Your** last known address.

Claims Procedure

If in relation to any claim **You** or the **Insured Person** have failed to fulfil any of the following conditions, **You** or the **Insured Person** will lose the right to indemnity or payment for that claim.

You or the **Insured Person** must:-

- (a) tell **Us** as soon as practicable of any **Event** or occurrence which may result in a claim and in any **Event** no later than 60 days after the occurrence of such **Event**;
- (b) as soon as practicable and at **Your** or the **Insured Person(s)** expense, provide **Us** with a written claim containing as much information as possible of the loss, destruction, damage, **Accident** or injury, including the amount of the claim;
- (c) provide **Us** at **Your** or the **Insured Person(s)** own expense with all certificates information and evidence reasonably required by **Us** and in the form and of such nature as **We** may prescribe;
- (d) immediately pass to **Us** unanswered, all communications from third parties in relation to

any **Event** which may result in a claim under this policy;

- (e) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without **Our** written agreement; and the **Insured Person** shall:-
 - (a) submit to medical examination at **Our** request in respect of any alleged **Accidental Bodily Injury** or **Sickness** where **We** shall pay the fee;
 - (b) as soon as possible after the occurrence of any **Accidental Bodily Injury** or **Sickness** obtain and follow the advice of a **Qualified Medical Practitioner**.

We shall not be liable for any consequences arising due to the **Insured Person(s)** failure to obtain and follow such advice and use such appliance or remedies as may be prescribed.

In the case of death **We** shall be entitled to have a post-mortem examination at **Our** own expense.

Contribution

If at the time of an **Event** giving rise to a claim there is any other insurance policy in force in **Your** or the **Insured Person(s)** name which covers **You** or the **Insured Person** for the same expense loss or liability **We** will only pay a proportion of the claim being determined by reference to the cover provided by each of the relevant policies with the exception of Personal Accident benefits which will be payable in full.

Fraud

If a claim made by **You** or anyone acting on **Your** behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, **We** may:

- (a) refuse to pay the claim,
- (b) recover from **You** any sums paid by **Us** to **You** in respect of the claim,
- (c) by notice to **You** cancel the policy with effect from the date of the fraudulent act without any return of **Premium**.

If **We** cancel the policy under (3) above, then **We** may refuse to provide cover after the time of the fraudulent act. This will not affect any liability **We** may have in respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any person other than

You and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, **We** may:

- (a) refuse to pay the claim,
- (b) recover any sums paid by **Us** in respect of the claim
(from **You** or such person, depending on who received the sums or who benefited from the cover provided),
- (c) by notice to **You** and such person cancel the cover provided for such person with effect from the date of the fraudulent act without any return of **Premium** in respect of such cover.

If **We** cancel a person's cover under (3) above, then **We** may refuse to provide cover after the time of the fraudulent act. This will not affect any liability **We** may have under such cover occurring before the time of the fraudulent act.

Identification

The policy and the **Schedule** will be read as one contract. A particular word or phrase which is not defined in **Bold** will have its ordinary meaning.

Interest

We will not pay interest on any claim payable.

Non Disclosure, Misrepresentation or Misdescription

Before this policy was entered into

- (a) If **You** or an **Insured Person** have breached their duty to make a fair presentation of the risk to **Us** before this policy was entered into, then:
- (b) where the breach was deliberate or reckless, **We** may avoid this policy and refuse all claims, and keep all premiums paid;
- (c) where the breach was neither deliberate nor reckless, and but for the breach:
- (d) **We** would not have agreed to provide cover under this policy on any terms, **We** may avoid this policy and refuse all claims, but will return any premiums paid

- (e) **We** would have agreed to provide cover under this policy but on different terms (other than premium terms), **We** may require that this policy includes such different terms with effect from its commencement, and/or

We would have agreed to provide cover under this policy but would have charged a higher premium, Our liability for any loss amount payable shall be limited to the proportion that the premium **We** charged bears to the higher premium **We** would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

Before a variation was agreed

If **You** or an **Insured Person** have breached their duty to make a fair presentation of the risk to **Us** before any variation to this policy was agreed, then:

- (a) where the breach was deliberate or reckless, **We** may cancel this policy with effect from the date of the variation, and keep all premiums paid;
- (b) where the breach was neither deliberate nor reckless, and but for the breach:
- (c) **We** would not have agreed to the variation on any terms, **We** may treat this policy as though the variation was never made, but will return any additional premiums paid
- (d) **We** would have agreed to the variation but on different terms (other than premium terms), **We** may require that the variation includes such different terms with effect from the date it was made, and/or
- (e) **We** would have agreed to the variation but would have increased the premium, or would have increased it by more than **We** did, or would not have reduced it or would have reduced it by less than **We** did, Our liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

This condition operates in addition to any provisions relating to underinsurance in this policy.

Policy Age Limit

Unless otherwise agreed by **Us** and specifically noted in this policy:-

- (a) no **Insured Person** or **Partner** aged 65 or over;
- (b) a **Child** 18 or over, or 23 or over if in full time education;

at commencement of the **Period of Insurance** will be covered by this policy.

Reasonable Precautions

You and the **Insured Person** must take all reasonable precautions to prevent:-

- (f) loss, destruction or damage to the property insured;
 - (g) **Accident** or injury to any person or loss or destruction of, or damage to, their property;
- and must comply with all legal requirements and safety regulations and conduct the **Business** in a lawful manner.

Subjectivity

At the inception of or during each **Period of Insurance**, the insurance provided by this policy may be subject to **You**:-

- (a) providing **Us** with any additional information.
- (b) completing any actions agreed between **You** and **Us**.

- (c) allowing **Us** to complete any actions agreed between **You** and **Us**.

If this is the case, then the **Schedule** will clearly state the information required and the dates **We** require such information by.

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) amend the terms and conditions of this policy.
- (c) exercise **Our** right to cancel the policy under policy Condition (5) Cancellation.
- (d) leave the policy terms, conditions, and **Premium** unaltered.

The Contracts (Rights of Third Parties) Act 1999

Except for an **Insured Person**, a person who is not a party to this policy may not benefit from it or enforce any of its terms. The Contracts (Rights of Third Parties) Act 1999 does not apply to this policy.

Policy Exclusions

This Part of the policy provides details of all Exclusions. Exclusions applicable to all sections of the policy are listed first, followed by Exclusions applicable to each individual section of the policy.

This policy does not cover:-

- (1) 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** in the **Insured Person(s) Country of Residence** or secondment;
 - (b) any action taken in controlling, preventing, suppressing or in any way relating to 1a above.The above exclusion shall be inoperative in the **Event of War** being declared whilst the **Insured Person** is actually engaged on a journey abroad;
- (2) the **Insured Person** engaging in any kind of flying other than as a passenger or whilst involved in duties as a **Technical Flight Officer**;
- (3) the **Insured Person** being a full time member of the armed forces of any nation or international authority or a member of any reserve forces called out for permanent service;
- (4) the **Insured Person** committing or attempting to commit suicide or intentionally inflicting self injury;
- (5) the **Insured Person(s)** own criminal act;
- (6) the **Insured Person** being in a state of **Insanity**;
- (7) any gradually operating cause;
- (8) any naturally occurring condition or degenerative process;
- (9) any period of **Sickness** or **Accidental Bodily Injury** when the commencement date of the reduction to half pay is outside the **Period of Insurance**;
- (10) **Normal Pregnancy** unless it develops into a complication which is diagnosed by a doctor or consultant who specialises in obstetrics.

