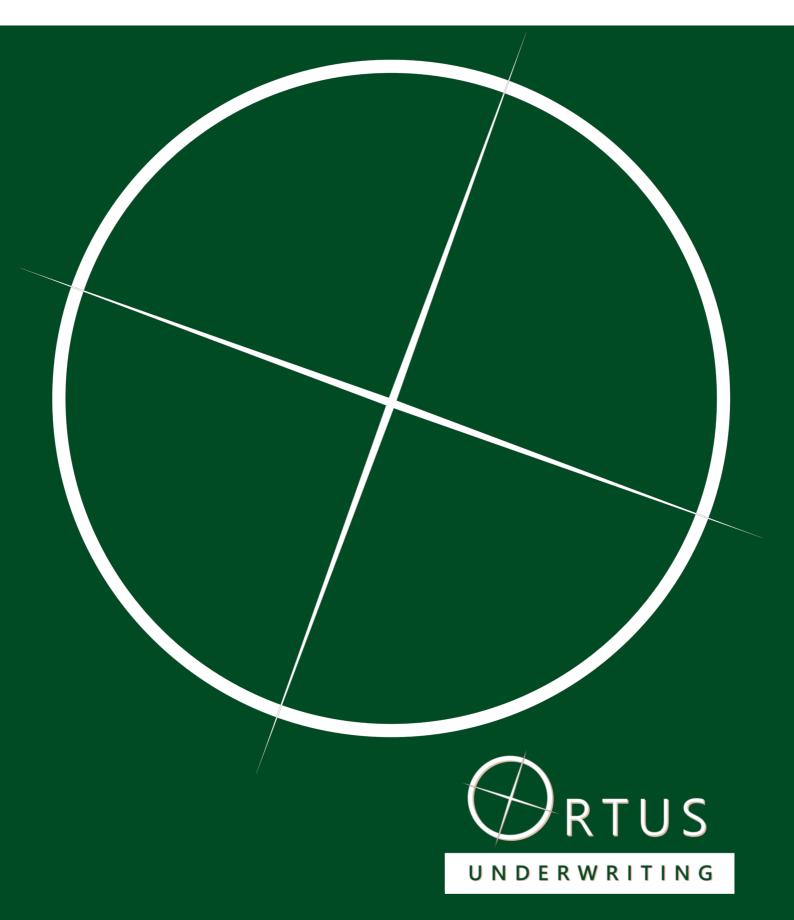
British Transport Police Federation Membership Personal Accident and Sick Pay Policy Wording



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Introduction

Policy Questions

If **You** have any queries regarding the cover provided under this **Policy** please contact the **Broker** that arranged the cover. Please do not call or send general questions about the **Policy** cover to the telephone numbers and email addresses shown below.

How to make a Claim

If **You** think **You** may have a claim, or have suffered an incident that may give rise to a claim, then please contact the Trust Office as soon as possible and they will issue **You** with a claim form for completion and return.

Claims Procedure

The **Insured Person** must place themselves under the care of a duly qualified **Medical Practitioner** after sustaining **Bodily Injury** or **Illness** and notice of any incident that may give rise to a claim must be made as soon as is feasibly possible.

Claim Notifications should be sent to:

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.

Welcome

Thank **You** for choosing Ortus Underwriting to be **Your** Insurance Provider. Ortus Underwriting is a trading name of Xact Risk Solutions Limited.

This is Your Policy which has been prepared in accordance with the information You have provided.

The **Policy**, schedule, and endorsements, together with the **Statement of Fact** should be read together as if they were one document.

Please take the time to read all these documents to make sure that the cover meets **Your** needs and that **You** understand the terms, exclusions and conditions.

If there is anything You do not understand or You need to change please contact Your Broker immediately.

This is a legal document and should be kept in a safe place.

Who is Ortus Underwriting

Ortus Underwriting are regulated by the Financial Conduct Authority (FCA). **You** can check **Our** FCA registration by visiting the FCA website at www.fca.org.uk/register or by calling the FCA on 0800 111 6768.

Complaints Procedure

We aim to provide excellent service to all **Our** customers although **We** recognise that occasionally things go wrong. If this happens **We** want to hear about it so **We** can try to put things right. When **You** are making a complaint please make sure **You** are able to quote **Your Policy** details including **Your Policy** number, **Your** name and address.

Making a Complaint

If **You** wish to make a complaint in relation to the way the **Policy** was sold to **You**, including any information and advice provided, **You** should in the first instance contact the **Broker** who sold the **Policy** to **You**.

If You wish to make a complaint in relation to Your Policy, Our contact details are:

Head of Compliance, Canopius Managing Agents Limited, Floor 29, 22 Bishopsgate, London, United Kingdom, EC2N 4BQ

Telephone: +44 (0)20 7337 3700

Email: <u>A&Hcomplaints@canopius.com</u> and <u>Complaints@canopius.com</u>

If **We** have responded to **Your** complaint and **You** are still not satisfied, **You** may ask the Complaints Department at Lloyd's to review **Your** complaint (this would not affect **Your** rights to take legal action if necessary). Lloyd's contact details are:

The Complaints Team, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent, ME4 4RN Telephone: +44 (0)207 327 5693 Fax: +44 (0)207 327 5225

Email: complaints@lloyds.com

Lloyd's Website: www.lloyds.com/complaints

If You Remain Dissatisfied

If **You** are dissatisfied with Lloyd's Final Response, **You** may (if eligible) be able refer **Your** complaint to the Financial Ombudsman Service. **You** must do this within six months of receiving Lloyd's Final Response. The Financial Ombudsman Service's contact details are:

Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR Telephone: 0800 023 4567 (calls are free from landlines and mobile phones) / 0300 123 9123 (calls to this number cost no more than calls to 01 and 02 numbers) / +44 (0)207 964 0500 (for calls outside the UK) Email: complaint.info@financial-ombudsman.org.uk

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends on the type of business and circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit.

Further information is available from the FSCS or You can visit their website at www.fscs.org.uk

Contact Details:

Freephone: 0800 678 1100 or 020 7741 410 (Lines are open Monday to Friday 08.30 to 17.30 excluding public holidays).

Address: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

Important Information

Data Protection Notice

We are the data controller (as defined by the Data Protection Act 2018 and all applicable laws which replace or amend it, including the General Data Protection Regulation) who may collect and process **Your** personal information.

For full details of what data **We** collect about **You**, how **We** use it, who **We** share it with, how long **We** keep it and **Your** rights relating to **Your** personal data, please refer to **Our** <u>Privacy Notice</u> which will be available on **Our** website <u>www.canopius.com/privacy</u>

If **You** do not have access to the Internet, please write to the Group Data Protection Officer (address below) with **Your** address and a copy will be sent to **You** in the post.

In summary:

We may, as part of Our agreement with You under this contract, collect personal information about You, including:

- · Name, address, contact details, date of birth and cover required
- · Financial information such as bank details
- · Details of any claim

We will also collect personal information about any additional people who **You** wish to be insured under the policy.

We may also collect sensitive personal information about **You**, and any additional people who **You** wish to be insured under the policy, where the provision of this type of information is in the substantial public interest, including:

Medical records to validate a claim should You be claiming for sickness or an accident.

We collect and process Your personal information for the purpose of insurance and claims administration.

All phone calls may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

Your personal information may be shared with third parties which supply services to **Us** or which process information on **Our** behalf (for example, premium collection and claims validation, or for communication purposes related to **Your** cover). **We** will ensure that they keep **Your** information secure and do not use it for purposes other than those that **We** have specified in **Our** Privacy Notice.

Some third parties that process **Your** data on **Our** behalf may do so outside of the European Economic Area ("EEA"). This transfer and processing is protected by EU Model Contracts which aim to provide the equivalent level of data protection to that found in the EU.

We will keep **Your** personal information only for as long as **We** believe is necessary to fulfil the purposes for which the personal information was collected (including for the purpose of meeting any legal obligations).

We will share **Your** information if **We** are required to by law. **We** may share **Your** information with enforcement authorities if they ask **Us** to, or with a third party in the context of actual or threatened legal proceedings, provided **We** can do so without breaching data protection laws.

If **You** have any concerns about how **Your** personal data is being collected and processed, or wish to exercise any of **Your** rights detailed in **Our** <u>Privacy Notice</u>, please contact

Group Data Protection Officer
Canopius Managing Agents Limited
Floor 29, 22 Bishopsgate, London, United Kingdom, EC2N 4BQ, UK
privacy@canopius.com
T + 44 20 7337 3700

Your Insurance Policy

This **Policy** is underwritten by Canopius Managing Agents Limited for Lloyd's Syndicate 4444 and is administered by Ortus Underwriting, in accordance with the authority granted under binding authority agreements.

In respect of Section A Personal Accident Cover **We** will insure **You** against **Bodily Injury**, as defined in this **Policy**, which occurs during the **Operative Time** within the **Period of Insurance**. In respect of Section B Sick Pay Cover, **We** will insure **You** against **Illness**, as defined in this **Policy**, resulting in a **Sick Pay** claim within the **Period of Insurance**.

The **Policy**, schedule, and endorsements should be read together as if they were one document.

Should any of the information **You** have previously provided to **Us** change, please notify **Your Broker** promptly as any failure to do so may prejudice **Your** rights under this **Policy**.

Law Applicable

In the absence of any agreement in writing to the contrary this **Policy** will be governed by and construed in accordance with the laws in England. Any dispute relating to this **Policy** will be subject to the jurisdiction of the courts of England.

Signed for and on behalf of the Underwriters

Matthew Stark

M. Stol

Chief Executive Officer
Ortus Underwriting

Registered Office: 15 Westferry Circus, London, E14 4HD

Registered in England No: 08142321

Authorised and regulated by the Financial Conduct Authority

General Policy Definitions

Wherever one of the words or phrases listed below is used in this **Policy** it will have the same meaning wherever it appears unless stated otherwise. A defined word or phrase will start with a capital letter each time it appears in the **Policy** and is printed in bold type e.g. **Accident**, except for headings and titles.

Throughout this **Policy** words in the singular include the plural and vice versa. The male gender includes the female and neuter. References to legislation include such legislation as amended and to any statutory re-enactment thereof.

If a word or phrase has a different meaning in a particular section then that section will have a revised definition of that word or phrase.

Applicable to ALL Sections of this Policy

The following **Policy** Definitions apply to all Sections of the **Policy** and all clauses, extensions and endorsements unless otherwise stated:

Accident/Accidental

A sudden, unexpected, fortuitous, specific event which occurs at an identifiable time and place.

Act of Terrorism

Any act or acts of any person or group(s) of persons committed for political, religious, ideological or similar purposes with the intention to influence any government and /or to put the public or any section of the public in fear. An **Act of Terrorism** can include but not be limited to the actual use of force or violence and/or the threat of use. Furthermore the perpetrators of an **Act of Terrorism** can either be acting alone, or on behalf of or in connection with any organisation or government.

Age Limit

As stated on the **Policy** schedule.

Annual Salary

For Serving Officers:

The **Insured Person's** basic scale pay; excluding loans, benefits in kind, payments for overtime or unsociable hours allowances and the like payable at the date the:

- 1. Insured Person sustains Bodily Injury resulting in a claim under Section A of this Policy, or
- 2. the date the **Insured Person's** pay is reduced and results in a claim under Section B of this **Policy**. If the scale pay increases while the **Insured Person** is disabled the benefit will increase accordingly from the applicable date.

All other Insured Persons:

The **Insured Person's** Gross **Annual Salary** excluding remuneration received in respect of bonuses, commission, overtime and the like during the twelve months prior to any claim.

Benefit Period

The maximum period for which the **Temporary Total Disablement** or **Sick Pay** benefit is payable. This period will commence at the end of the **Excess Period** or **Qualifying Period** as applicable.

Bodily Injury

Identifiable physical injury which:-

- 1. Is sustained by an Insured Person, and
- 2. Is caused by an Accident during the Operative Time during the Period of Insurance, and
- Solely and independently of any other cause, except illness directly resulting from or medical or surgical treatment rendered necessary by such injury, occasions the death or disablement of the Insured Person within twenty four months from the date of the Accident.

Broker

As stated on the **Policy** schedule.

Channel Islands

Jersey, Guernsey, Alderney and Sark.

Coma

A continuous, unconscious and unresponsive state.

Country of Domicile

The country in which the **Insured Person** permanently resides.

Dependant Children

A child under the age of 18 years or under the age of 23 years if in full time education.

Excess Period

The period prior to the commencement of the **Benefit Period** for which no benefit is payable.

Fraud/Fraudulent

Wrongful or criminal deception intended to result in financial or personal gain.

Gross Weekly Wage

1/52nd of the "Annual Salary".

Insured Person

Any member of the **Policy Holder's** Insurance Scheme described in the Category(ies) of the **Policy** schedule for whom a premium has been paid.

Loss of Limb

Permanent loss by physical separation of a hand at or above the wrist, or of a foot at or above the ankle, and includes permanent total and irrecoverable loss of use of a hand, arm, foot or leg.

Medical Expenses

Expenses necessarily and reasonably incurred by the **Insured Person** as an in-patient in a hospital or nursing home, including the cost of medical supplies and ambulance hire.

Medical Practitioner

A suitably qualified **Medical Practitioner** registered by the General Medical Council in the **United Kingdom** other than:

- 1. An Insured Person
- 2. A member of the immediate family of the Insured Person
- 3. An employee of the Policy Holder.

On Duty

Whilst the **Insured Person** is carrying out the paid duties of a Serving Police Officer for the relevant Police Force or another Police Force to which the **Insured Person** has been seconded.

Operative Time

The period of time that cover is in force during the **Period of Insurance**, as shown in the **Policy** schedule and relevant to each section of cover.

Our, Us, We, Underwriters

Lloyd's Syndicate 4444

Partner

The spouse or civil partner of a **Serving Member** or Retired Member of the **Policy Holder's** Insurance Scheme or any person they are co-habiting with as a couple and for whom premiums are being paid.

Period of Insurance

The period beginning with the effective date and ending with the expiry date as shown in the **Policy** schedule and any other period for which **We** have accepted **Your** premium.

Permanent Partial Disablement

Permanent Total Disablement, is extended to include the following scale of benefits, herein referred to as **Permanent Partial Disablement**. The sum insured for each item below shall be payable as a percentage of the sum insured equivalent to the degree of **Permanent Partial Disablement**. The following table is the amount of benefit payable in respect of specific disabilities:-

Loss by amputation or permanent total loss of use of: -

Item	Permanent Partial Disablement	
i	One thumb	£15,000
ii	One index finger	£10,000
iii	Any other finger	£5,000
iv	Permanent total loss of use of shoulder or elbow	£12,500
V	Permanent total loss of use of wrist	£12,500

Loss by amputation or permanent total loss of use of: -

vi	One big toe	£7,500
vii	Any other toe	£3,000
vii	Permanent total loss of use of hip or knee or ankle	£11,000
viii	Removal of lower jaw by surgical operation	£15,000

Permanent total loss of use of: -

ix	Back or spine below the neck with no damage to the spinal cord	£20,000
х	Neck or cervical spine with no damage to the spinal cord	£15,000

Conditions

- 1. If benefit is payable in respect of one **Insured Person** under more than one item as a result of one **Accident**, the total payable shall not exceed 50% of the sum insured for **Permanent Total Disablement** from Any & Every Occupation.
- 2. In the event of an **Insured Person** sustaining any permanent disability not noted above, the benefit payable shall be calculated by assessing the degree of disability relative to the above scale but without reference to the **Insured Person's** occupation.
- 3. If benefit is payable for loss of or loss of use of a whole member of the body then benefits for parts of that member cannot also be claimed.

Permanent Total Disablement

Disablement which entirely prevents the **Insured Person** from attending to any business or occupation of any and of every kind and which lasts twelve consecutive months and at the expiry of that period is beyond hope of improvement.

Permanent Total Loss of Hearing

Permanent total and irrecoverable loss of hearing which lasts twelve consecutive months and at the expiry of that period is beyond hope of improvement.

Permanent Total Loss of Sight

Permanent total and irrecoverable loss of sight which lasts twelve consecutive months and at the expiry of that period is beyond hope of improvement.

Permanent Total Loss of Speech

Permanent total and irrecoverable loss of speech which lasts twelve consecutive months and at the expiry of that period is beyond hope of improvement.

Policy

This document, schedule and any endorsements attached or issued with it.

Policy Holder

As stated on the Policy schedule.

Principle Sum Insured

The Sum Insured noted in the Policy schedule for the item against which the Insured Person has claimed.

Quadriplegia

The permanent and total paralysis of the two upper limbs and two lower limbs.

Qualifying Period

The period of time from the date an **Insured Person** sustains **Bodily Injury** or suffers **Illness** as stated on the **Policy** schedule, not necessarily consecutive, during the preceding 12 months.

Radiation

The emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death.

Serving Member

A Serving Officer or member of Police Staff.

Technical Flight Officer

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 Total Disablement

Disablement which has not resulted from **On-Duty Post Traumatic Stress Disorder** and which temporarily and totally prevents the **Insured Person** from attending to the duties of his usual business or occupation.

United Kingdom

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

Unsociable Hours

Shift hours commencing at 20:00 hours and ending at 06:00 hours.

War

Any activity or conflict where military force is used and includes one of the following:

- 1. Hostilities or warlike operations (whether War be declared or not)
- 2. Invasion, civil War, rebellion, insurrection, revolution
- 3. Act of an enemy foreign to the nationality of the Insured Person or the country in or over which the act occurs
- 4. Civil commotion assuming the proportions of, or amounting to, an uprising
- 5. Overthrow of the legally constituted government
- 6. Military or usurped power
- 7. Explosions of War weapons
- 8. An Act of Terrorism
- 9. Murder or assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the **Insured Person** whether **War** be declared with that state or not.

You, Your, Yours

The Insured Person.

General Policy Conditions

Each section of the **Policy** has conditions and they must be read in conjunction with the following General Conditions which apply to all Sections unless otherwise stated.

If any term, condition or exclusion or endorsement or part thereof is found to be invalid or unenforceable the remainder will be in full force and effect.

Applicable to ALL Sections of this policy

The following **Policy** Conditions apply to all Sections of the **Policy** and all clauses, extensions and endorsements unless otherwise stated.

Cancellation

Your Rights to Cancel

Withdrawal by the Insured Person

Cooling off Period

The **Insured Person** within thirty (30) days of joining the **Policy Holder's** Personal Accident and Sick Pay Insurance (Scheme) has a right to withdraw from this insurance and provided no claim has been made are entitled to a full refund of premium. To exercise their right to cancel an **Insured Person** must contact the **Broker**.

Withdrawal outside the Cooling off Period

After the cooling off period the **Insured Person** may withdraw from this insurance at any time by stopping the monthly salary deductions and cover shall terminate at midnight of the day before the next monthly salary deduction is due.

An **Insured Person** is entitled to re-join the Scheme at a later date at the **Policy Holder's** discretion but premiums may be increased and/or specific exclusions applied subject to the terms of the Scheme and **Policy**.

Termination of Membership

If an **Insured Person** terminates their membership of the Scheme for any cause then it will terminate cover under this **Policy**.

Cancellation by the Policy Holder

The **Policy Holder** may cancel this **Policy**, at any time, by giving 30 days' notice to **Us** in writing.

Our Rights to Cancel

We may cancel this **Policy** by giving sixty (60) days' notice in writing to the **Policy Holder** at their last known address stating the reasons for cancellation such as:

- non-payment of premium
- failure on the part of the Policy Holder to comply with the terms and conditions of the Policy.

In the event of cancellation by the **Policy Holder** or **Us** cover in respect of all **Insured Persons** shall automatically terminate.

Contracts (Rights to Third Parties) Act 1999

A person or company who was not a party to this **Policy** has no right under the Contracts (Rights to Third Parties) Act 1999 to enforce any term of this **Policy** but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Cyber Risks

Any benefits for **Bodily Injury** or **Illness** due to:

- 1. the use of, or inability to use, any application, software, or programme in connection with any electronic equipment (for example a computer, smartphone, tablet or internet-capable electronic device);
- 2. any computer virus;
- 3. any computer related hoax relating to 1. and/or 2. above

are payable, subject to the terms, conditions, limitations and exclusions of this **Policy**.

Failure to Comply with Policy Conditions

If **You** fail to comply with any obligation to act in a certain way specified in the terms, provisions, conditions and endorsements of this **Policy**, it may prejudice **Your** position to recover any claim under this **Policy**.

Financial Crime

We will not provide any cover or be liable to pay any claim or provide any benefit under this **Policy** to the extent that this would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

Interest on Benefit Payable

We will not pay interest on any benefit payable.

Maximum Any One Occurrence Limit

In the event of an **Accident** involving more than one **Insured Person**, where the claim exceeds the Maximum Any One Occurrence Limit, as shown in the **Policy** schedule, the total sum insured payable shall be proportionally reduced until that total does not exceed that limit.

Maximum Benefit Limit

The maximum amount **We** will pay for Section A Items 9-15 in total in respect of any one **Accident** shall not exceed an amount greater than 100% of the **Principle Sum Insured**, subject to the Maximum Cumulative Limit.

Maximum Cumulative Limit

The maximum sum **We** will pay in respect of any claim arising from any one **Accident** for any one **Insured Person** shall not exceed £2,000,000 in total. In the event that the maximum sum payable does exceed £2,000,000, the amount payable in respect of each section will be reduced proportionately until the total does not exceed that limit.

Trust Assignment

We will not automatically accept or be affected by notice of any trust assignment or the like which relate to this **Policy.**

Your Duty of Care

Under the terms of the Consumer Insurance (Disclosure and Representations) Act 2012 **You** have a duty of care not to make a misrepresentation.

You must take all reasonable care to answer all the questions honestly and to the best of Your knowledge. If You do not, Your Policy may be cancelled, or treated as if it never existed, or Your claim rejected or not fully paid.

When making a claim **You** must not misrepresent, which at worst may lead to the cancellation of the contract as if it never existed and no claims being paid.

Claims Conditions

The following claims conditions apply to this **Policy**.

Claims Co-operation

You shall provide assistance and co-operate with Us or Our representatives in obtaining any other records We deem necessary to evaluate the claim.

In no event will **We** be liable to pay any claim hereunder unless **You** co-operate with **Us** and/or **Our** representatives in the investigation of a claim.

Claim Notification

Notice must be sent to **Us** as soon as practicable of any **Bodily Injury** or **Illness** to an **Insured Person** and the **Insured Person** must place themselves under the care of a duly qualified **Medical Practitioner**. Notice must be sent to **Us** as soon as practicable in the event of the death of the **Insured Person** resulting or alleged to result from an **Accident**. In no case will the **Underwriters** be liable to pay benefit unless the medical adviser or advisers appointed by the **Underwriters** for the purpose shall be allowed as often as may be deemed necessary to make an examination of the **Insured Person**. Failure to comply with this condition may prejudice any claim made under this section.

Claim Payment

There may be jurisdictions in which local law precludes **Us** from paying, defending or otherwise responding to a claim locally. If **We** are so precluded, **We** will reimburse the **Insured** for amounts due under the policy in lieu of responding locally. Moreover, **We** are not providing legal, regulatory or tax advice in connection with this transaction.

Right to Medical Records and Medical examination

Following notice of a claim, the **Insured Person** shall provide when requested by **Us** all authorisations necessary to obtain an **Insured Persons** medical records. **We** have the right to have an **Insured Person** examined by a physician or vocational expert of **Our** choice and at **Our** expense when and as often as **We** may reasonably request.

General Policy Exclusions

Applicable to ALL Sections of this Policy

The following **Policy** Exclusions apply to all Sections of the **Policy** and all clauses, extensions and endorsements unless otherwise stated.

We will not cover death, disablement or loss:-

- 1. If You have attained or exceed the Age Limit prior to the commencement of the Period of Insurance.
- 2. Whilst the **Insured Person** is engaged or taking part in military, air force or naval service or operations (other than reserve or volunteer training).
- 3. Whilst the **Insured Person** is engaged or taking part in aeronautics or aviation, other than as a passenger or whilst involved in duties as a **Technical Flight Officer**.
- 4. Whilst the **Insured Person** is engaged or taking part in mountaineering or rock climbing normally involving the use of ropes and/or guides.
- 5. Whilst the **Insured Person** is riding or driving in any kind of race.
- 6. Directly or indirectly caused or contributed to by the Insured Person's
 - (a) Intentional self-injury
 - (b) Suicide or attempted suicide
 - (c) Own criminal act
- 7. Occasioned by or occurring whilst the **Insured Person** is in a state of insanity temporary or otherwise.
- 8. Directly or indirectly caused or contributed to by
 - (a) Any gradually operating cause
 - (b) Any naturally occurring condition or degenerative process.
- 9. For claims where medical or other suitable evidence is not provided if requested.
- 10. Arising from or attributable to **War** (whether declared or not), whilst the **Insured Person** is in the **United Kingdom** or is travelling to any country or area that, at the commencement of travel, was publicly known to be in a state of, or faced with the threat of **War**.
- 11. Regardless of any contributory cause(s), any claim(s) in any way caused or contributed to by an **Act of**Terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent. If **We** allege that, by reason of this exclusion, any claim is not covered by this **Policy**, the burden of proving the contrary shall be upon **You**.
- 12. Arising out of or consequent upon or contributed to Radiation.

Section A: Personal Accident Cover

What is Covered

If an **Insured Person** suffers **Bodily Injury** which is the sole cause of their death or disablement, then **We** will pay the appropriate sum insured as stated on the **Policy** schedule for such death or disablement.

Item 10 – Quadriplegia

We will only pay for any claim under Item 10 in the event that there is a valid claim under Item 8. The benefits payable in respect of Item 10 are payable in addition to Item 8.

Extensions to the Policy

The insurance provided by this Section is extended to include the following subject to all other terms, conditions, limitations and exceptions of this **Policy**.

Item 11 - Unplanned Hospital In-Patient Expenses

Cover

In the event of an **Insured Person** sustaining **Bodily Injury** during the **Operative Time** during the **Period of Insurance** which results in the **Insured Person** being immediately admitted to hospital as an in-patient for a continuous period of 24 hours or more, **We** will pay the **Insured Person** the amount stated in the **Policy** schedule.

Exclusions applicable to Hospital In-Patient Expenses

We will not pay for any claim beyond the maximum number of nights as stated in the Policy schedule.

Item 12 - Coma Benefit

Cover

In the event of the **Insured Person** being in a **Coma** which is a direct result of sustaining **Bodily Injury** during the **Operative Time** during the **Period of Insurance**, **We** will pay the **Insured Person** up to the amount stated in the **Policy** schedule or part thereof.

Exclusions applicable to Coma Benefit

We will not pay for any claim beyond the Maximum Benefit Period as stated in the Policy schedule..

Item 13 - On Duty Acquired HIV/AIDS/Hepatitis B

Cover

If an **Insured Person** during the course of their police duties suffers an **Accident** resulting in a needlestick injury or mucous membrane exposure to blood or blood stained body fluid that results in the **Insured Person** being diagnosed with HIV/AIDS virus or Hepatitis B, **We** shall pay to the **Insured Person** the amount stated in the **Policy** schedule.

Conditions applicable to On Duty Acquired HIV/AIDS/Hepatitis B

- 1. The **Accident** involving such contact must have:
 - (a) occurred during the Period of Insurance, and
 - (b) been reported, documented and investigated in accordance with the **Policy Holder's** established procedures.
- 2. The documentation must evidence that the **Insured Person** had a negative blood test for HIV or HIV antibodies within 5 days of the **Accident** occurring.
- 3. The **Insured Person** must have a further blood test within 12 months of the **Accident** that shows the presence of HIV or antibodies to HIV.

Exclusions applicable to On Duty Acquired HIV/AIDS/Hepatitis B

We will not pay any claim for HIV infection resulting from any other means, including sexual activity or drug abuse.

Item 14 - Firearm Assault

Cover

In the event of an **Insured Person** sustaining **Bodily Injury** during the course of police related duties caused by the discharge of a firearm, crossbow or shotgun and as a consequence of the **Bodily Injury** sustained the **Insured Person** is unable to continue their pre assault duties for a period of at least 7 days immediately after the incident, **We** will pay to the **Insured Person** the amount stated in the **Policy** schedule.

Item 15 - Stabbing Assault

Cover

In the event of an **Insured Person** sustaining **Bodily Injury** during the course of police related duties caused by stabbing with a sharp implement and as a consequence of the **Bodily Injury** sustained the **Insured Person** is unable to continue their pre assault duties for a period of at least 7 days immediately after the incident, **We** will pay to the **Insured Person** the amount stated in the **Policy** schedule.

Item 16 - Court Award Compensation

Cover

In the event of an **Insured Person** who is a serving officer suffering an assault that results in the making of a restitution order in a UK court of law and that restitution remains unsatisfied for a period exceeding 6 calendar months, **We** will pay to the **Insured Person** up to the amount stated in the **Policy** schedule.

Item 17 - Funeral Expenses

Cover

In the event of the **Accidental** death of an **Insured Person**, **We** will pay the **Insured Person's** estate up to the amount stated on the **Policy** schedule for Funeral Expenses reasonably and necessarily incurred.

Item 18 - Rehabilitation Expenses

Cover

In the event of the **Insured Person** sustaining **Bodily Injury** which results in a valid claim under Items 3, 5 or 7 of the **Policy** schedule, **We** will pay the **Insured Person** reasonable and necessary costs incurred in retraining the **Insured Person** for either, an alternative occupation or in order to improve their quality of life, up to the amount stated in the **Policy** schedule.

Item 19 - Disability Allowance

Cover

In the event of the **Insured Person** sustaining **Bodily Injury** during the **Operative Time** during the **Period of Insurance** which results in a valid claim under any of Items 2 to 8 on the **Policy** schedule, **We** will pay up to the sum insured stated in the **Policy** schedule for any reasonable and necessary expenses incurred with **Our** prior written consent to make alterations to the **Insured Person's** home, car or usual place of work as a direct result of the **Bodily Injury** sustained.

Item 20 - Medical Expenses

Cover

We will pay the cost for Medical Expenses incurred following Bodily Injury during the Operative Time during the Period of Insurance which results in a valid claim under Items 9 of the Policy schedule. We will pay this in addition as a percentage of the claim up to but not exceeding the sum insured stated in the Policy schedule per Insured Person.

Exclusions applicable to Medical Expenses

We will not pay for any claim where the benefit payable is recoverable under any other Insurance that the **Insured Person** may have in force.

Item 21 - Dependant Childcare Cost

Cover

In the event of the **Insured Person** being notified within fifteen (15) days (irrespective of time) of their scheduled tour of duty or scheduled leave that there is to be a change in their schedule tour of duty or scheduled leave, **We** will pay up to the sum insured stated in the **Policy** schedule for any reasonable and necessary expenses incurred for the services of a registered childcare provider subject to the Maximum Benefit stated in the **Policy** schedule.

Conditions applicable to Dependant Childcare Cost

- 1. We will only pay the sum insured in respect of additional costs that would not otherwise have been incurred.
- 2. Receipts from a registered childcare provider/childminder, together with evidence of shift change must be submitted.

Item 22 - Unsociable Hours Benefit

Cover

In the event of a Serving Officer sustaining **Bodily Injury** or suffers sickness during the **Operative Time** during the **Period of Insurance** which results in total isablement entirely preventing the **Insured Person** from attending to the duties of his usual business or occupation, **We** will pay the amount stated in the **Policy** schedule while the **Insured Person** is unable to work their **Unsociable Hours** that had been scheduled prior to the commencement of the disablement as recorded in Police Force records.

Conditions applicable to Unsociable Hours Benefit

- 1. The maximum benefit **We** will pay in respect of this extension is:
 - (a) Constables: £60 per week (b) Sergeants: £75 per week
 - (c) Inspectors: £95 per week
 - (d) Chief Inspectors: £95 per week
- 2. We will not pay benefit for scheduled **Unsociable Hours** for the first 14 days of each period of disablement or the **Excess Period** stated in the **Policy** schedule, whichever is the greater.
- 3. **We** will pay the amount stated in the **Policy** schedule for up to a maximum of 8 weeks during a 24 week period.
- Payment of any sum insured under this Item is subject to the Insured Person providing Us at the time of submitting a claim with written evidence from a qualified Medical Practitioner of the period of absence being claimed for.

Item 23 - Dental Injury & Emergency

Definitions

The following definitions shall apply to Item 15 of this Policy:

Contact Sports

Rugby, lacrosse, hockey, boxing, wrestling, ice hockey, karate, judo, kick boxing, and any sport where it is common practice to wear mouth protection.

Dental Call-Out

The necessity for a dentist

- 1. in the **United Kingdom** to re-open the practice between the hours of 18.00 hours and 08.00 hours on weekdays or at any time at weekends or bank holidays, or,
- 2. outside the **United Kingdom** to re-open the practice outside the practices normal business hours, to provide **Emergency Dental Treatment** or treatment in the event of **Dental Injury**.

Dental Injury(ies)

An injury to the teeth or supporting structures which is directly caused by an **Accident**. Cover includes damage to dentures while being worn which is directly caused suddenly and unexpectedly by means of a direct external impact.

Emergency Dental Treatment

Treatment, temporary or otherwise, provided at the initial emergency appointment urgently required for the relief of severe pain, arrest of haemorrhage, the control of acute infection or a condition which causes a severe threat to the **Insured Person's** general health. No cover will apply for subsequent treatment required after the initial emergency appointment.

Cover

Part 1 - Worldwide Dental Injury

We will pay the reasonable and necessary cost of dental treatment and dental prescription charges incurred by the **Insured Person** in connection with a **Dental Injury** during the **Period of Insurance** up to the sum insured stated in the **Policy** schedule per **Dental Injury**.

Conditions Applicable to Part 1

- The maximum benefit We will pay in respect of any one Accident is the sum insured stated in the Policy schedule.
- 2. A maximum of four claims for separate **Dental Injuries** per **Insured Person** may be submitted within the **Period of Insurance**.
- 3. **We** shall only pay a benefit in respect of treatments commencing within 183 days of the date of the **Accident** causing the **Dental Injury**.
- 4. The maximum benefit We will pay per Insured Person in any one Period of Insurance is £10,000.
- 5. No benefit will be payable for treatment received after 2 years from the date of the **Accident** causing the **Dental Injury**.

Part 2 – Worldwide Emergency Dental Treatment

We will pay the reasonable and necessary cost of Emergency Dental Treatment including prescription charges incurred:

- 1. in the United Kingdom up to the sum insured stated in the Policy schedule per incident
- 2. outside the United Kingdom up to the sum insured stated in the Policy schedule per incident.

Conditions Applicable to Part 2

- 1. A maximum of four claims for separate **Emergency Dental Treatment** incidents in the **United Kingdom** per **Insured Person** may be submitted within the **Period of Insurance**.
- 2. The maximum benefit **We** will pay per **Insured Person** in any one **Period of Insurance** for **Emergency Dental Treatment** incidents in the **United Kingdom** is £800
- 3. A maximum of two claims for separate **Emergency Dental Treatment** incidents outside the **United Kingdom** per **Insured Person** may be submitted within the **Period of Insurance**.
- 4. The maximum benefit **We** will pay per **Insured Person** in any one **Period of Insurance** for **Emergency Dental Treatment** incidents outside the **United Kingdom** is £800.

Part 3 - Dentist Call-Out Fees

We will pay up to the sum insured stated in the Policy schedule for an emergency Dental Call-Out.

Conditions Applicable to Part 3

1. A maximum of two claims for separate **Dental Call-Out** incidents per **Insured Person** may be submitted within the **Period of Insurance**.

Exclusions applicable to Dental Injury & Emergency

The following exclusions apply and should be read in conjunction with the General Policy Exclusions applying to the whole **Policy**.

We will not pay for any claim:

- 1. In respect of damage caused by toothbrushing or other hygiene procedures.
- 2. Arising from injury caused:
 - (a) by the consumption of food, including foreign bodies contained within food.
 - (b) whilst training or participating in Contact Sports unless **You** were wearing an appropriate sports mouthguard at the time of sustaining the injury.
- 3. For the treatment, care or repair of teeth, gums, mouth or tongue in connection with "mouth jewellery" of any kind.
- 4. Treatment that is not deemed to be clinically necessary.
- 5. Cosmetic treatment.
- 6. For costs recovered or recoverable under any other insurance policies or that would be covered under the NHS.
- 7. For costs incurred for travelling expenses and telephone calls.

Conditions Applicable to Section A (See also General Conditions)

The following conditions apply and should be read in conjunction with the General Conditions applying to the whole **Policy**:

- 1. We will not pay for more than one of the benefits covered under Items 1-8 in respect of the same Accident.
- 2. Any benefits payable under Item 9 shall cease upon:
 - (a) The expiry of the **Benefit Period** as stated in the **Policy** schedule.
 - (b) The death of the Insured Person.
 - (c) The date the **Insured Person** ceases to fulfil the definition of **Temporary Total Disablement**.
 - (d) The retirement of the **Insured Person**.
 - (e) The date the **Insured Person** returns to duties or their usual occupation.
 - (f) Termination of employment of the **Insured Person**.
 - (g) The **Insured Person** declining any reasonable recuperative duties.
- 3. The sum insured provided under Item 9, **Temporary Total Disablement**, shall be the sum insured stated in the **Policy** schedule.
- 4. The sum insured under Item 9 shall be payable in arrears at 4 weekly intervals after the expiry of the **Excess Period**.
- 5. We will not pay for more than one of the benefits covered under Items 11 and 12 in respect of the same Accident.

Exclusions Applicable to Section A (See also General Exclusions)

We will not pay for any claim:

1. Arising from or attributable to illness or natural cause.

Section B: Sick Pay

Definitions Applicable to Section B

Illness

A disease or sickness of the **Insured Person** which during the **Period of Insurance** results in the **Insured Person** being placed on half pay, nil pay or reduced pay which:

- 1. in the case of a Serving Police Officer shall be in accordance with Regulation 28 of the Police Pay Regulations
- 2. in the case of a Police Staff Employee shall be in accordance with the terms and conditions of their employment.

Sick Pay

A benefit payable to an **Insured Person** who sustains **Bodily Injury** or suffers **Illness** which is the sole cause of the **Insured Person** being placed on half pay, nil pay or reduced pay which:

- in the case of a Serving Police Officer shall be in accordance with Regulation 28 of the Police Pay Regulations
- in the case of a Police Staff Employee shall be in accordance with the terms and conditions of their employment.

What is Covered

If an **Insured Person** qualifies for **Sick Pay** during the **Period of Insurance**, **We** will pay the sum insured as stated on the **Policy** schedule for such disablement once the **Qualifying Period** has been met.

Conditions Applicable to Section B (See also General Conditions)

The following conditions apply and should be read in conjunction with the General Conditions applying to the whole **Policy**:

- 1. Any benefits payable under Item 1 shall cease upon:
 - (a) The expiry of the Benefit Period as stated in the Policy schedule.
 - (b) The death of the Insured Person.
 - (c) The date the **Insured Person** returns to duties.
 - (d) The retirement of the Insured Person.
 - (e) Termination of employment of the **Insured Person**.
 - (f) The Insured Person declining any reasonable recuperative duties.
- 2. The sum insured provided under Item 1, **Sick Pay**, shall be the sum insured stated on the **Policy** schedule or up to a maximum of 100% of the **Insured Person's Gross Weekly Wage**, whichever is the lesser amount.
- 3. The sum insured under Item 1 shall be payable in arrears at 4 weekly intervals after the expiry of the **Qualifying Period**.
- 4. In the event that an **Insured Person** has their pay reinstated, any benefit already paid must be repaid in full to
- 5. At the expiry of the **Benefit Period** any subsequent claim under Section B for the **Insured Person** shall be subject to a further **Qualifying Period**.

Exclusions Applicable to Section B (See also General Exclusions)

We will not pay for any claim:

- 1. In respect of Item 1, **We** shall not pay any claim for any expenses incurred for longer than the **Benefit Period** as noted under Item 1 in the **Policy** schedule or 183 days, whichever is the less.
- 2. Any period of **Sick Pay** when the commencement date of the reduction to half pay is outside the **Period of Insurance**.

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