

**BP/FFS/INTRO**

**The Philip Williams and Company Insurance Management**

**Life Insurance Policy**

**For The Trustees of The Scottish Police Federation  
Insurance Trust (The Insured)**

**Underwritten By**

**The Ancient Order of Foresters Friendly Society Limited**

This policy is issued in consideration of an application having been made to The Society by Philip Williams and Company Insurance Management on behalf of the Insured named in the Policy Schedule.

Under the policy, insurance benefits are provided to the Insured or such other persons or bodies corporate who may from time to time be charged with the responsibility of arranging insurance benefits for retired police officers and their partners on a collective basis. The only person who can make a claim under this policy is the Insured.

## Policy Schedule

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### The Philip Williams and Company Insurance Management Life Insurance Policy

**For The Trustees of The Scottish Police Federation**

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**The Policy consists of this Schedule together with pages**

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

1<sup>st</sup> April 2021.

This replaces the policy schedule dated 20<sup>th</sup> Day of September 2019.

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

31<sup>st</sup> March 2026, or at the end of such subsequent period or periods for which The Society may accept payment for the continuation of the policy.

#### **Premium Rate Guarantee**

The rates of premium agreed at the Effective Date are guaranteed for two years from 1<sup>st</sup> April 2021.

#### **Benefit Participants**

Those retired officers of The Scottish Police in respect of whom premiums are paid to The Society by the Insured.

No cover is provided for any Benefit Participants or partners where selected, aged 75 or over.

#### **Benefits for Retired Officers**

	<b>Age:&lt;60</b>	<b>Age:60-64</b>	<b>Age:65-69</b>	<b>Age:70-74</b>
The amount of benefit in respect of retired officers who have not selected partner cover is: -	£50,000*	£40,000*	£10,000	£5,000
The amount of benefit in respect of retired officers who have selected partner cover is: -	£40,000*	£32,000*	£7,000	£3,000

\*see overleaf for information on Terminal Prognosis Advance

## Policy Schedule

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### The Philip Williams and Company Insurance Management Life Insurance Policy

#### For The Trustees of The Scottish Police Federation

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#### Benefits for Partners of Retired Officers (based on the Retired Officers age)

	Age:<60	Age:60-64	Age:65-69	Age:70-74
The amount of benefit in respect of a partner where retired partner cover has been selected:-	£10,000	£8,000	£3,000	£2,000

The following condition is added to the conditions listed in BP/FFS/LI: -

#### \*Terminal Prognosis Advance

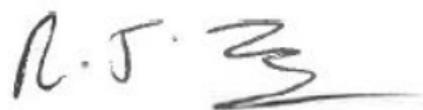
#### (Only available to Benefit Participants who have not attained age 64)

If a Benefit Participant contracts a Terminal Illness the Insured may in its absolute discretion apply to The Society for the payment of 20% of the Life Insurance benefit to be paid in advance. The balance of the Life Insurance benefit would then be payable upon subsequent death subject to the discretion of the Insured.

A Terminal Illness is any advanced or rapidly progressing incurable illness where, in the opinion of an attending Consultant and our Chief Medical Officer, the life expectancy is no greater than twelve months (or the period before the Benefit Participant retires or otherwise ceases to be covered by the Policy if sooner).

Under current legislation there is no liability for income or capital gains tax at any time. HM Revenue and Customs rules regarding taxation of benefits and life cover may be subject to change in the future.

**Signed in Southampton on the 7th Day of April, 2021**



**Rachel Hardy**  
Chief Executive

## General Policy Conditions

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In these conditions "you" refers to the Insured and "we" or "us" refers to The Society.

### Benefit Participants

As defined in the Policy Schedule.

### New Benefit Participants

Serving Officers

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

Police Staff

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

### Partner Definition

As defined in The Trust Document governing the Insurance Trust. Or, in the event that it is not defined in The Trust Document, a partner is defined as a spouse, cohabitee or a civil partner. This includes former spouses, cohabitees, civil partners, widows or widowers for whom cover has been continuously maintained since the break up of the marriage or partnership, provided that only one Spouse per eligible Serving Officer or Police Staff may be registered under the Scheme.

Partners of Serving Officers

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

Partners of Police Staff

New Partners of Police Staff must complete The Society's health declaration or application form. New Partners of Police Staff will be admitted to insurance only if the form is acceptable to The Society.

### Child Definition

A child is defined as any child, stepchild or legally adopted child aged more than six months and less than eighteen years, for whom the Benefit Participant or Partner is the parent or legal guardian and who is wholly or partly dependant upon them. This includes a natural child of the Benefit Participant or Partner not living with them.

### Absence of Benefit Participants

A Benefit Participant who is absent from work may for the purpose of this Policy be deemed to continue in Service until the expiry of the period of permitted absence.

During such period of absence the Trustees may elect whether or not to continue the benefit as long as the premiums have continued to be paid.

The period of permitted absence shall be limited to:-

- i) Thirty-six consecutive months from the first date of absence, if absence is due to injury or illness;  
or
- ii) Sixty consecutive months from the first date of absence, if absence is due to maternity, paternity or parental leave; or
- iii) Twelve consecutive months from the first date of absence, if due to any other cause;

### **Secondments:**

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

### **To Whom the Benefits are Payable**

The Insured or such other person or persons as the Insured may nominate in writing to The Society.

### **Premium Rate**

After the expiry of the rate guarantee shown in the Policy Schedule the rate of premium appropriate to provide Benefits payable under this Policy shall be determined by The Society from time to time and notified to the intermediary in writing. Three months notice must be given before premiums may be increased.

Any increased premium after the rate guarantee has expired will not be more than 110% of the claims cost under this Policy during the period of the rate guarantee. The claims cost will include an allowance for unexpired Benefits on claims incurred during the guarantee period.

### **Payment of Premiums**

Premiums are payable to The Society on behalf of Benefit Participants in arrears on the first day of each appropriate pay period. Twenty-eight days of grace, or such other period as may be agreed between an Insured and The Society, are allowed for payment of premiums after which time Insurance Benefits for the Insured's Benefit Participants will cease.

The means of payment of the premiums will be set out in the Quotation or otherwise agreed between us. Premiums are payable in the currency of the United Kingdom to the Head Office of The Society.

Information on the premiums for each Benefit is set out in the Quotation provided separately to you.

### **Commencement and Duration of Cover**

This Policy provides Benefits for Benefit Participants as shown in the Policy Schedule only for insured events occurring on or after the Commencement Date of this Policy and no later than the Termination Date of this Policy and subject to the terms and conditions of this Policy.

### **Termination**

The policy will terminate if the Insured ceases to pay premiums when due.

### **Cancellation**

There are no cancellation rights under this Policy.

### **Surrender Value**

No surrender values are payable under this Policy.

### **Notification of Claims**

The Insured must notify The Society of a claim under this Policy within ninety days of the incident giving rise to the claim.

The only person who can make a claim under this Policy is the Insured.

The Insured or the Benefit Participant shall provide The Society with such documentary or other evidence as is necessary to establish the validity of the claim. This may include evidence of age if appropriate.

The Benefit Participant may be required to undergo a medical examination by a medical practitioner nominated by The Society at the expense of The Society. Failure to undergo a medical examination will result in the claim being refused payment.

### **Exclusions**

No exclusions apply to Life Insurance Benefits, or to injury or illness incurred in the bonafide execution of police duty, whether or not the Benefit Participant is formally on duty at the time. Otherwise no Benefit shall be payable under this Policy if a claim occurs directly or indirectly from any of the following causes: -

- a) War (whether declared or not) other than civil war or any act incidental thereto
- b) Whilst engaged as a passenger, or otherwise, in aeronautics (other than as a fare-paying passenger) or in underwater operations.
- c) Any breach of the law by the Participant.
- d) Misuse of alcohol or drugs.
- e) Taking part in any Hazardous Pursuit.

**Errors and Omissions**

Any errors or omissions that occur inadvertently shall not affect the validity of this Policy. Such errors or omissions will be corrected immediately upon detection.

**Queries and Complaints**

If the Insured wishes to complain about any aspect of the service you have received, please contact The Society's Compliance Department. If the complaint is not dealt with to your satisfaction then depending upon your particular circumstances as a Trustee you might be able to complain to the Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9GE Tel: 0800 023 4567. Making a complaint will not prejudice your right to take legal proceedings.

As this Policy is written for the Benefit of the Insured and not individual Benefit Participants there is no right for the Benefit Participants to apply direct to us or the Financial Ombudsman Service in respect of a complaint.

**Compensation**

In the event that The Society is unable to meet its obligations towards you under the Policy then depending upon your particular circumstances as a Trustee you might be entitled to receive compensation from the Financial Services Compensation Scheme. We will let you have, on request, further details of this scheme and the restrictions on compensation available.

**Arbitration**

In the event of any disagreement regarding premiums or Benefits payable under this Policy the dispute will be referred to arbitration in accordance with the statutory provisions for the time being in force in respect thereof. The findings of the arbitrator shall be binding on the Insured and The Society. Arbitration costs will be paid by the losing party.

**Law**

In legal disputes the Law of England and Wales will apply. The language of the Policy is English. Our Head Office is in the United Kingdom.

**Parties to the Policy**

This policy has been taken out for the Benefit of the Insured only. The Insured means the Trustees of the Insurance Trust. No rights to Benefit under this Policy are assigned to individual Benefit Participants, their partners or their dependant children. The only person who can make a claim under this Policy is the Insured.

**Third Party Rights**

A person who is not a Party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This does not affect any right or remedy of a third party which exists or is available apart from that Act.

**Life Insurance Benefit****BP/FFS/LI**

This Benefit is payable in the event of the death of a Benefit Participant shown in the Policy Schedule as entitled to those Benefits.

The Amount of Benefit for each class of Benefit Participant is shown in the Policy Schedule.