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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 Philip Williams & Co 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](http://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;
• 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 Philip Williams & Co. at:

Philip Williams & Company
35 Walton Road
Stockton Heath
Warrington,
Cheshire
WA4 6NW

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: gpacleims@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.

Adjusted Duties
Duties falling short of full deployment, in respect of which workplace adjustments (including reasonable adjustments under the Equality Act 2010) have been made to overcome barriers to working. For an Insured Person to be placed on adjusted duties, he/she must:
a) Be attending work on a regular basis;
b) Be working the full number of hours for which he/she is paid (in either a full time or part time role).

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.

Dentist Call-Out
The necessity for a dentist
(a) In the United Kingdom to re-open the practice between the hours of 18.00 hrs and 08.00 hrs on weekdays or at any time at weekends or bank holidays
(b) Outside the United Kingdom to re-open the practice outside the practices normal Business hours
To provide Emergency and Temporary Dental Treatment in the Event of Dental Injury.

Dental Injury/Injuries
An injury to the teeth or supporting structures which is directly caused by an Accident.

Emergency and Temporary Dental Treatment
Treatment 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.
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 69 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 Partial Disablement
Any Permanent Disability other than Quadriplegia, Paraplegia or Permanent Total Disablement, that is not otherwise excluded.

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.

Salary
For Insured Persons who are paid calendar monthly, Scale Pay means 1/12th of the Insured Person’s annual scale pay. If a claim, having commenced, is still in force when a review of pay scales is put into effect, Scale Pay will be determined by reference to the revised police pay scales. For Insured Persons who are paid four weekly, 1/13th will be substituted for 1/12th in the above definition.

For serving officers of rank above Chief Inspector, Scale Pay will be limited to the highest rate applicable to a Chief Inspector at the time of claim.

Schedule
The document which specifies details of the Policyholder, Insured Person(s) and Operative Time, Endorsements and Conditions applying to the policy.

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.

Third Degree Burns
Third degree burns or full thickness burns caused by contact with dry heat, moist heat, chemicals, electricity, lightning or radiation. Third degree burns describes the epithelising elements and those lining the sweat glands, hair follicles, and sebaceous glands are destroyed.

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 1/52\(^{nd}\) 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

Convalescent Benefit
In the event that a Serving Officer has to stay in a Convalescent Home on the recommendation of a registered medical practitioner We will pay the Insured Person the amount shown in the Schedule

Dental Injury & Emergency
If an Insured Person sustains Accidental Bodily Injury which results in them incurring dental treatment then We will pay the Insured Person for:

1. Accidental Dental Injury other than Emergency and Temporary Dental Treatment including dental prescription charges incurred by an Insured Person up to the amount shown in the Schedule per incident up to 2 incidents per Insured Person during any one Period of Insurance. Cover includes damage to dentures while being worn.

   The benefit for Dental Injury is only in respect of treatments commencing within 183 days of the date of the Accident.
   The benefit for Dental Injury will not be payable for treatments received after 2 years from the date of the Accident.

2. Emergency and Temporary Dental Treatment including prescription charges incurred in the United Kingdom up to the amount shown in the Schedule per incident up to a maximum of 4 incidents per Insured Person during any one Period of Insurance.

3. Worldwide Emergency and Temporary Dental Treatment including prescription charges incurred outside of the United Kingdom up to the amount shown in the Schedule per incident up to 2 incidents per Insured Person during any one Period of Insurance.

4. Dentist Call Out Fees up to the amount shown in the Schedule per incident up to 2 incidents per Insured Person during any one Period of Insurance.

5. Hospitalisation following Emergency and Temporary Dental Treatment to an Insured Person during the Period of Insurance up to the amount shown in the Schedule.

6. Benefits are available upon diagnosis of oral cancer for treatment charges (including hospital cash benefit) subject to the following conditions:
   a. The oral cancer must be diagnosed by a qualified doctor or dentist (including a specialist) who is licensed to practice in the United Kingdom during the Period of Insurance.
   b. Treatment must be received within 12 months after the date of diagnosis.
   c. Benefits are payable for one course of treatment. Once you have claimed for a course of treatment this section of cover ends.
   d. Benefit is only payable for treatment given by a consultant who is recognised as a specialist in cancer treatment by the NHS.

   A 90 day exclusion period applies to the oral cancer benefit.
We will not pay for the following under Dental Expenses:

a) Cosmetic treatment;
b) Any treatment deemed to be clinically unnecessary;
c) Costs recovered or recoverable form any other insurance policies;
d) The costs of any travelling expenses and telephone calls;
e) Injury caused by consumption of food including any foreign bodies contained within food.
f) damage caused by oral hygiene procedures including tooth brushing
g) Injury while training in or participating in a contact sport unless an appropriate mouth guard is worn;
h) all treatment, repair and/or care regarding “mouth jewellery”
i) Anything mentioned in the main Policy Exclusions.

Infection by HIV/AIDS/Hepatitis B While on Duty
If, whilst engaged in their usual Occupation an Insured Person is diagnosed with the HIV/AIDS virus, or Hepatitis B caused by needlestick injury or mucous membrane exposure to blood or blood stained body fluid, provided:

(a) the incident involving such contact has happened during the Period of Insurance and has been documented and reported in accordance with the procedures of the Policyholder for such incidences and;

(b) the documentation shows that the Insured Person has had a negative blood test for HIV or antibodies to HIV within 10 days of the incident and a further blood test within 12 months of the incident shows the presence of HIV or antibodies to HIV;

We will pay the Insured Person up to the amount shown in the Schedule.

Injury as a result of use of Firearms or Knives
If an Insured Person sustains Accidental Bodily Injury whilst engaged in their Usual Occupation during the Period of Insurance caused directly by the discharge of either firearms crossbows or shotguns or caused by assault involving stabbing inflicted by a knife, scissors, screwdriver, wood chisel or similar sharp instrument and as a consequence of the injuries the Insured Person is unable to continue pre-assault duties for a period of at least 3 consecutive days immediately after the attack, We will pay the amount shown in the Schedule.

Permanent Partial Disablement
In the event of an Insured Person suffering permanent disablement as a direct result of Bodily Injury, We will pay a percentage of the benefit provided for Permanent Total Disablement depending on the degree of permanent disablement. Benefits for specific disabilities are:

- A thumb 30%
- A forefinger 20%
- Any finger other than a forefinger 10%
- A big toe 15%
- Any toe other than a big toe 5%
- A shoulder or elbow 25%
- A wrist, hip, knee or ankle 20%
- The lower jaw by surgical 30%

Any permanent disability which is not covered by Capital Benefits or any of the benefits above up to a maximum 100% of the Permanent Total Disablement benefit. Any permanent disability under this item will be assessed by considering the severity of the disablement in conjunction with the stated percentages for specific types of permanent disablement stated above. The occupation of the Insured Person will not be taken into consideration during this assessment.

Planned Hospitalisation
In the event that an Insured Person is admitted as a Hospital in-patient which is not an unplanned admission during the Operative Time, The benefit is payable in the event of a Insured Person making an overnight stay (being required to remain in hospital as an in-patient from midnight to 7am the next morning) and each complete 24 hour period thereafter that the Insured Person spends as an in-patient, up to a maximum of 7 nights. The amount payable is shown in the Schedule.
We will not pay for Planned Hospitalisation for the first 3 nights.

Third Degree Burns Benefit
If during the Operative Time an Accident occurs to an Insured Person while on police duty and results in Accidental Bodily Injury resulting in Third Degree Burns causing permanent disfigurement or scarring of their:

- Neck, Face outer ear (Pinna) or head exposed to view of at least one square centimetre or two centimetres in length from Third Degree Burns the minimum Benefit shown below will be payable.

Permanent scarring or permanent Third Degree 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 shown in the Schedule for permanent disfigurement or permanent scarring covering the whole face.

b. Body

If during the Operative Time an Accident occurs to a Serving Officer while on police duty and causes Accidental
**Bodily Injury** resulting in **Third Degree Burns** causing permanent disfigurement or scarring to the body and the permanent scarring or permanent disfigurement affect an area of at least 4.5% of the total body area, **We** will pay a percentage of the benefit shown in the **Schedule** according to the scales below:

<table>
<thead>
<tr>
<th>Disfigurement or Scarring of the body (excluding Face) from burns</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.5% of the total body surface area</td>
<td>30%</td>
</tr>
<tr>
<td>9% or more of the total body surface area</td>
<td>60%</td>
</tr>
<tr>
<td>18% or more of the total body surface area</td>
<td>80%</td>
</tr>
<tr>
<td>27% or more of the total body surface area</td>
<td>100%</td>
</tr>
</tbody>
</table>

This benefit does not cover disfigurement or scarring by any other cause other than Third Degree Burns.

**Unplanned Hospitalisation**

In the **Event** that an **Insured Person** sustains **Accidental Bodily Injury** or **Sickness** and is admitted as a **Hospital in-patient** during the **Operative Time**, **We** will pay the **Insured Person** if they are required to remain in a hospital bed, on a ward High Dependency Unit or Intensive Treatment Unit from midnight until 7 o’clock next morning) The amount payable is shown in the **Schedule**.

**Unrecovered Criminal Court Award Compensation**

**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.

For serving officers of rank above Chief Inspector, Scale Pay will be limited to the highest rate applicable to a Chief Inspector at the time of claim.

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** where the restitution order remains unsatisfied for a period exceeding 6 months.

**Unsociable Hours Benefit**

If an **Insured Person** sustains **Accidental Bodily Injury** or contracts **Sickness** during the **Period of Insurance** resulting in total disablement entirely preventing that **Insured Person** from engaging in or giving attention to his/her **Usual Occupation**, **We** will pay the amount shown in the **Schedule** while the **Insured Person** is unable to work their Unsociable Hours that had been scheduled prior to the commencement of disablement as recorded in Police Force records.

**We** will not pay for scheduled Unsociable Hours for the first 14 days of each period of disablement.

**We** will pay benefit for Unsociable Hours Benefit up to the amount shown in the **Schedule**, for up to a maximum of 8 weeks during a 24 week period. Payment of a loss under this Extension is subject to the **Insured Person** providing **Us** at the time of submitting their claim with written evidence from a **Qualified Medical Practitioner** of the period of absence being claimed for Unsociable Hours. Unsociable Hours are defined as shift hours commencing at 20.00 hours and ending at 06.00 hours.
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;
o 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 Day shall be pro rata of the amount shown in the Schedule in respect Personal Accident.
(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;

(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 Sick Pay 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.

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:-

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.
(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 and Sickpay 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 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.