

Defence Police Federation Members Joint Accident and Illness Insurance Cover

Certificate of Insurance

This Certificate of Insurance is evidence of a contract solely between **you** and **us** (Ageas Insurance Limited). The Contracts (Rights of Third Parties) Act 1999 will not confer any additional rights under this Policy in favour of any third party.

All information supplied by to **us** by **you** or on **your** behalf is deemed to be correct and complete. If not **your** policy may be cancelled, or treated as if it never existed, or **your** claim rejected or not fully paid. **We** will advise **you** of any revised premium and/or terms and conditions that may result from any amendments **you** make, and revised documents will be issued to **you**.

If **you** agree to pay the premium and any taxes due and **we** agree to accept them, then **we** agree to provide cover to **you** in the terms set out in this Certificate of Insurance during the **period of insurance** specified in the Schedule.

On behalf of Ageas Insurance Limited



Andy Watson
CEO, Ageas Insurance Limited

Please read this Certificate and the Schedule carefully and ensure that they meet your requirements. If you have any queries please contact your broker or intermediary who will be pleased to help you. Please keep this Certificate in a safe place – you may need to refer to it if you need to make a claim.

Definitions

In this Certificate of Insurance and its Schedule certain words and phrases are defined and whenever they are used they will have the meanings given below. To help you identify them **we** have printed them in **bold** print.

You, your(s), yourself means the person named in the Schedule as the Policyholder.

We, us, our(s) means Ageas Insurance Limited.

Bodily injury means physical injury sustained during the **period of insurance** (other than when directly or indirectly caused by illness or disease) caused solely and directly by a

sudden external unforeseen and identifiable accident event and shall include exposure to the elements.

Illness means any sudden and unexpected deterioration in health which first manifests itself during the **period of insurance** and is not caused by **bodily injury**.

Hospitalised means any period of overnight stay in an institution or establishment which principally concerns itself with the provision of active remedial medical or surgical treatment excluding but not limited to a rest home a mental institution nursing home rehabilitation centre and hospice.

Medical practitioner means a person other than **you** a member of **your** immediate family or an employee of **yours** who is licensed to practice medicine or surgery in the country where treatment is given.

Pay Office means the Pay Personal Agency of the M.O.D whose responsibility it is to administer salaries to keep records of **sick days**.

Period of insurance means the period shown in the Schedule.

Premium rate means the rate percent payable calculated on salary including Insurance Premium Tax at the current rate.

Salary means gross annual salary including average annual overtime and London Weighting allowance (all other allowances are excluded) as declared by **you**.

Scheme means the scheme referred to in the Schedule.

Sick day(s) means medically certified absence from work due to **bodily injury** or **illness** and recorded as sick leave within the aggregation principle of the Civil Service Regulations contained in the M.O.D Non Industrial Pay Manual.

Terrorism means an act including but not limited to the use of force or violence and/or the threat (or perceived threat) thereof of any person or groups of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.

Cover and Benefits

Should **you** become

- i absent from work due to **bodily injury** or **illness** for any period in excess of an aggregated 183 days in the previous 365 days **we** will pay **you** 37.5% of 1/365th of **salary** for each additional **sick day** **you** have thereafter to a maximum of 182 days.
- ii absent from work due to **bodily injury** or **illness** for any period in excess of an aggregated 365 days in the previous 365 days **we** will pay **you** 75% of 1/365th of **salary** for each additional **sick day** **you** have thereafter to a maximum of 365 days.
Providing that if **your** pay remains at 50% the maximum **we** will pay for this period will be 37.5% of 1/365th of **salary** until such time that **your** pay is reduced to zero.
- iii **hospitalised** for 7 consecutive nights due to **bodily injury** or **illness** **we** will pay **you** £25 for each subsequent night **you** spend as a hospital in-patient subject to a maximum of £500.

What Is Not Covered

We will not pay **you** for any **sick days** or any other loss connected to the event **you** are claiming for unless **we** specifically provide cover under this policy or any legal liability directly or indirectly caused by or contributed to or arising from:

- i **bodily injury** or **illness** sustained or aggravated whilst at work and/or on duty where liability attaches to the employing Police Authority under EU Directive 89/391/EEC and or amendments to section 52(a) of the Health and Safety at Work Act.
- ii **you** participating or conspiring in any act of **terrorism** not involving the use or release or the threat of any nuclear weapon or any chemical or biological agents or any act of **terrorism** which involves the use or release, or the threat thereof, of any nuclear weapon or any chemical or biological agents.
- iii **you** participating or conspiring in war or any act thereof, invasion, act of foreign enemy hostilities (whether or not war is declared), civil war, rebellion, revolution, insurrection, military or usurped power.
- iv **you** attempting to commit suicide or intentional self-injury.
- v **your** criminal act or acts.
- vi HIV (Human Immunodeficiency Virus) or any HIV related **illness** including Aids (Acquired Immune Deficiency Syndrome) or any mutant derivatives or variation of it however caused.
- vii sexually transmitted diseases.
- viii or aggravated by any psychiatric **illness** or any mental or nervous disorders stress or stress related **illness** except where directly related to an incident or event occurring whilst at work and/or on duty.
- ix childbirth pregnancy miscarriage abortion or any complications arising therefrom.
- x the consumption of alcohol or the taking of drugs other than drugs taken as prescribed by a **medical practitioner**.
- xi ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

Automatic Termination Of Cover

Your cover and any benefits payable will cease automatically upon:

- i the date that **you** retire for any reason whatsoever or
- ii the date that **you** reach the age of 65 or
- iii the date **you** cease to be permanently resident within the UK or
- iv **your** death.
- v the date that you leave the employment of the Ministry of Defence Police.

Payment of Premium

- i Premiums will be charged at the applicable **premium rate** on **your salary** on a quarterly basis.
- ii Premium will be collected quarterly by Direct Debit Instruction.
- iii In the event that the premium is not paid to **us** **we** shall have the option to effect immediate cancellation of the cover provided.

Premium Alteration

We reserve the right to alter the **premium rate** by any amount **we** reasonably consider appropriate on the following dates:

- i three months from the date of notice of any premium amendment
- ii sixty days from the date of notice in respect of any change in the rate of Insurance Premium Tax.

Claims Procedure – Reporting Claims to Us

You must:

- i notify **us** if **you** have been absent from work due to **bodily injury** or **illness** for 90 consecutive days.
- ii notify **us** in writing by asking **us** for a claim form. **Our** address is:
PA Claims, Commercial Claims Department
Ageas Insurance Limited
Ageas House
Hampshire Corporate Park
Templars Way
Eastleigh
Hampshire
SO53 3YA
Tel: 0344 748 0103
Email: personal.accident@ageas.co.uk
- iii complete the claim form, sign it and return it to **us**.

Claims Conditions

- i **You** must place **yourself** under the care of a **medical practitioner** and follow their advice.
- ii **You** must, at **your** expense, provide **us** with any reports, certificates, information and evidence that **we** ask for and do so in the manner **we** request.
- iii No amount payable under this insurance will bear interest.
- iv If we request you to do so, you must undergo medical examinations at our expense.
- v **We** shall make benefit payments direct to **you** at monthly intervals.
- vi If **you** fail to notify **us** of changes to **your salary** (other than standard annual pay rises) **we** will calculate the benefit payable based upon **your** last declared **salary** to which the **premium rate** has been applied.

Special Conditions – Eligibility

It is a condition of the insurance that at the date of the original policy inception **you**:

- i were under 64 years of age
- ii were working for more than 16 hours per week
- iii were permanently resident in the UK
- iv were not absent from work due to **bodily injury or illness**
- v had less than 90 days aggregated sick leave in the previous 365 days
- vi had less than 10 certified days of sick leave in the previous 90 days
- vii did not have any medical treatment pending or were in the course of receiving medical treatment or advice other than for minor ailments and injuries.

General Conditions

i Application for Legal Assistance

In the event of a claim in respect of **bodily injury or illness** which occurs while **you** were at work/on duty liability under this insurance is conditional upon **you** having applied for Legal Assistance from the Police Federation to seek redress under Section 52 (a) of the Health and Safety at Work Act.

ii Interpretation

Any word or phrase that has been defined will have that meaning wherever it appears in this Policy irrespective of its font case size and colour and irrespective of whether it is printed in bold or not. The Certificate of Insurance and its Schedule form part of this Policy and **you** must read them as one document.

iii Change in your circumstances

You must tell **us** as soon as possible about any change in circumstances (change of name or address) and any change to **your salary** (other than standard annual pay rise). **You** must also notify **us** at the renewal of the Policy if **you** have been declared bankrupt or have been convicted of or charged but not tried for any offence other than driving offences. All changes described above and changes of name or address should be reported to Ageas Insurance Limited by contacting the helpline on **0370 241 6182**.

iv Observance

Our liability will be conditional on **your** observance of the terms and conditions of this Policy.

v Assignment

Unless **we** agree to do so **we** will not be bound to accept or be affected by any trust charge lien assignment or other dealing with or relating to this Policy.

vi Fraud, misrepresentation or misdescription

A person is committing fraud if they knowingly:

- Provide answers to **our** questions which are dishonest, inaccurate or misleadingly incomplete
- Mislead **us** in any way for the purpose of obtaining insurance, or more favourable insurance terms, or a reduced premium or to influence **us** to accept a claim
- Make a fraudulent or false claim in full or in part:
 - by providing false information in order to influence **us** to accept a claim
 - by exaggerating the amount of the claim; or
 - by supplying false or invalid documents in support of a claim.

If **we** find that fraud has been committed **we** will have the right to

- void the policy and may not refund any premium
- refuse to pay the whole of a claim if any part is any way fraudulent, false or exaggerated
- recover any cost incurred by **us**, including investigating and legal cost.

- recover the cost of any previously paid claims

In addition **we** may:

- inform the police, which could result in prosecution
- inform other organisations as well as anti-fraud databases.

vii Cancellation

We may cancel any cover under this Policy by giving **you** two weeks notice by recorded delivery letter to **you** at **your** last known address.

Valid reasons may include but are not limited to:

- Where **we** suspect fraud on this or any other related policy.
- Where a misrepresentation has been made that means **we** no longer wish to provide cover.

In this event, **we** will calculate the premium for the period up to the date when the cancellation takes effect and **we** will refund the premium paid for the un-expired **period of insurance**. If **we** cancel the Policy because **you** submitted a dishonest or fraudulent claim then **we** will refund nothing.

You may cancel this Policy by giving **us** written notice.

We will cancel the Policy from the date **we** receive **your** notice or any later date **you** request. If **you** have not made a claim during the current **period of insurance**, **we** will calculate the premium for the period up to the date when the cancellation takes effect and **we** will refund the premium paid for the un-expired **period of insurance**. If **you** have made a claim during the current **period of insurance** the full annual premium will be payable and **we** reserve the right to deduct any premium due to **us** from any claim payment.

viii Non-payment of premiums

If **you** fail to pay any premium by its due date, **we** will cancel this Policy from that date. If **you** pay the premium under any agreement to pay by more than one instalment, the due dates of these instalments will be in accordance with that agreement.

ix Arbitration

If any dispute arises between **you** and **us** over the amount payable it will be referred to an arbitrator jointly appointed by **you** and **us** in line with the law at the time. The decision of the arbitrator will be final and binding on both **you** and **us** and judgement of the award made by the arbitrator may be entered in any court that has jurisdiction. Whoever loses the arbitration will pay the costs of arbitration. If the decision is not totally in favour of either **you** or **us**, the arbitrator will decide who will pay the costs.

x Jurisdiction

This contract will be governed by English Law, and **you** and **we** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless **you** live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction).

xi Language

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

Important Information

Cooling off period

There is a two week cooling off period from the date this Policy is issued. During this period **you** may cancel the insurance if it does not meet **your** requirements and **we** will give **you** a full refund of the premium **you** have paid provided **you** have not made a claim or intend making a claim in the future.

We will make a charge of 20% of the annual Policy premium if **you** have made or reported a claim.

Privacy Notice

For **our** full Privacy Policy please visit **our** website www.ageas.co.uk/privacy-policy, or contact **our** Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or email thedpo@ageas.co.uk.

We are Ageas Insurance Limited and are part of the Ageas group of companies. The details provided here are a summary of how **we** collect, use, share, transfer and store **your** information. **Your** insurance adviser will have their own uses for **your** personal data. Please ask **your** insurance adviser if **you** would like more information about how they use **your** personal information.

Collecting your information

We collect a variety of personal information about **you** such as **your** name, address, contact details, date of birth, credit history, criminal offences, claims information, financial details such as bank account and card details and IP address (which is a unique number identifying **your** computer). Where relevant, **we** also collect special categories of personal information (which was previously known as sensitive personal information) such as details regarding **your** health.

We also collect information from a number of different sources for example: publicly available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjusters and/or suppliers appointed in the process of handling a claim.

Using your information

We collect **your** personal information and/or special categories of personal information because **we** need it to provide **you** with the appropriate insurance quotation, policy and price as well as manage **your** policy such as handling a claim or issuing documentation to **you**. **Our** assessment of **your** insurance application may involve an automated decision to determine whether **we** are able to provide **you** with a quotation and/or the price. If **you** object to this being done, then **we** will not be able to provide **you** with insurance.

We will also use **your** information where **we** feel there is a justifiable reason for doing so for example: to prevent and detect fraud and financial crime (which may include processes which profile **you**); collecting information regarding **your** past policies; carrying out research and analysis (including profiling); and recording and monitoring calls.

Please note if **you** have given **us** information about someone else, **you** would have confirmed that **you** have their permission to do so.

Sharing your information

We share **your** information with a number of different organisations which include, but are not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to **us** or on **our** behalf or where **we** provide services in partnership with them; fraud prevention and credit reference agencies and other companies, for example, when **we** are trialling their products and services which **we** think may improve **our** service to **you** or **our** business processes. Unless required to by law, **we** would never share **your** personal data without the appropriate care and necessary safeguards being in place.

Keeping your information

We will only keep **your** information for as long as is necessary to provide **our** products and services to **you** and/or to fulfil **our** legal, regulatory, tax and accounting obligations. **We** also keep **your** information for several years after the expiry of **your**

policy in order to respond to any queries or concerns that may be raised at a later date with respect to the policy or handling of a claim. Please refer to **our** full Privacy Policy for more information.

Use and storage of your information overseas

Your information may be transferred to, stored and processed outside of the United Kingdom (UK). **We** or **our** service providers may use cloud based computer systems (ie network of remote servers hosted on the internet which process and store **your** information) to which foreign law enforcement agencies may have the power to access. However, **we** will not transfer **your** information outside the UK unless it is to a country which is considered to have sound data protection laws or **we** have taken all reasonable steps to ensure the third party has suitable standards in place to protect **your** information.

Your rights

You have a number of rights in relation to the information **we** hold about **you**, including: asking for access to and a copy of **your** personal information, objecting to the use of **your** personal information or to an automated decision including profiling, asking **us** to correct, delete or restrict the use of **your** personal information, withdrawing any previously provided permission for the use of **your** personal information and complaining to the Information Commissioner's Office at any time if **you** object to the way **we** use **your** personal information. Please refer to **our** full Privacy Policy for more information.

Please note that there are times when **we** will not be able to delete **your** personal information. This may be as a result of fulfilling **our** legal and regulatory obligations or where there is a minimum, statutory, period of time for which **we** have to keep **your** information. If **we** are unable to fulfil a request, **we** will always let **you** know **our** reasons.

Our Customer Care Policy

We are committed to treating our customers fairly. However, **we** realise that there may be times when things go wrong. If this happens, please use the most suitable contact from the following list. Please tell us your name and your claim number or policy number and the reason for your complaint.

We may record phone calls.

For complaints about claims, contact the Customer Services Advisor:

PA Claims, Commercial Claims Department
Ageas Insurance Limited
Ageas House
Hampshire Corporate Park
Templars Way
Eastleigh
Hampshire
SO53 3YA
Phone 0344 748 0103
Email personal.accident@ageas.co.uk

For complaints about policy administration and documents, contact the Head of Travel & Special Risks Underwriting:

Ageas Insurance Limited
13th Floor
One America Square 17 Crosswall
London
EC3N 2LB
Phone: 0370 241 6182
Email: patravel.underwriting@ageas.co.uk

We promise to:

- acknowledge your complaint within five working days of receiving it;
- have your complaint reviewed by a senior member of staff;
- tell you the name of the person managing your complaint when we send our acknowledgement letter; and
- respond to your complaint within 20 working days. If this is not possible for any reason, we will write to let you know when we will contact you again.

Calls to 0370 and 0344 numbers will cost no more than calls to 01 or 02 numbers in the UK.

Financial Ombudsman Service

You may be able to pass your complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent organisation and will review your case. Their address is:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Phone **0800 023 4567** if calling from a land line or **0300 123 9123** if calling from a mobile

You can visit the Financial Ombudsman Service website at **www.financial-ombudsman.org.uk**

If you take any of the action mentioned above, it will not affect your right to take legal action.

Financial Services Compensation Scheme

We, Ageas Insurance Limited, are covered by the Financial Services Compensation Scheme (FSCS).

If we fail to carry out our responsibilities under this policy, you may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at **www.fscs.org.uk** or by phone on **0800 678 1100** or **020 7741 4100**.

Ageas Insurance Limited

Registered address

Ageas House, Hampshire Corporate Park,
Templars Way, Eastleigh, Hampshire SO53 3YA

www.ageas.co.uk

Registered in England and Wales No 354568

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register No 202039.

The logo for Ageas, featuring the word "ageas" in a lowercase, sans-serif font. The letter "a" is stylized with a horizontal bar extending to the left. A registered trademark symbol (®) is located at the top right of the letter "s".