



**LPMAS**

LINCOLNSHIRE POLICE  
MUTUAL ASSISTANCE SCHEME

## **SCHEME RULES (Revision 13th May 2024 v1.0)**

### Change Matrix

Date	Paras Changed	Summary of change	Resultant Version	Committee Approval Date

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## **1.0 INTRODUCTION**

1.1 The rules of the Lincolnshire Police Mutual Assistance Scheme ('the Scheme'), which came into operation with effect from 1 April 1974, are set out in this policy document for the information of all members of the Force.

## **2.0 OBJECT**

2.1 The object of the Scheme is to provide financial assistance to dependants/beneficiaries and representatives of those members who die and to a member whose spouse (as defined at clause 17 of these Rules) has died.

## **3.0 MEMBERSHIP**

3.1 Membership of the Scheme shall be open to all serving Lincolnshire Police Officers who apply to become members within six months of the date of their appointment. Membership is open to officers in NPCC ranks.

3.2 The Committee shall at its discretion impose a moratorium of membership at such times and for such duration as the Committee deems appropriate.

3.3 Membership of the Scheme shall be deemed to commence on the date on which the Secretary of the Scheme receives an enrolment form duly completed by the applicant for membership. The Scheme shall not be liable for payment for deaths arising within a period of 30 days from the date of scheme enrolment. The Committee may at its absolute discretion raise a subscription in such cases but shall not otherwise be required to do so.

3.4 Membership will be recorded on the Force HR system. Each member will have an ongoing responsibility for ensuring their personal details and/or nominated beneficiaries are accurate via the scheme administrator within the HR department.

3.5 Membership of the Scheme shall cease:

(a) Upon the termination of a member's service with the Lincolnshire Police and the removal of their name from the Force HR system.

(b) Upon termination of three calendar months from the date of the Secretary receiving a member's written notice of withdrawal from the Scheme.

(c) Upon a member failing within a period of eight weeks from the date of a demand to pay a subscription.

(d) For those on Career breaks, who will be excluded from Scheme for the duration of the break but will be eligible to rejoin on return to Force.

3.6 As from the date of cessation of membership a member shall have no claim upon the Scheme, or any funds held by the Committee and although liable for any subscription levied before the date of cessation of membership, they shall not be liable for any subscription levied thereafter.

## **4.0 MANAGEMENT COMMITTEE**

- 4.1 The Scheme shall be managed and administered by a Committee ('the Committee') of five members of the Scheme who shall hold office for one year but shall be eligible for re-election.
- 4.2 The Committee shall consist of one Inspector, one Sergeant and one Constable elected each year at the Annual General Meeting, a Federation representative appointed annually by the Branch Board of the Lincolnshire Police Federation, and one Superintendent appointed annually by the Lincolnshire Branch of the Superintendents' Association of England and Wales. The date from which the appointments shall take effect shall be mutually agreed between the appointing bodies.
- 4.3 Any member of the scheme will be eligible to be elected to the respective Committee positions. In the event of more than one eligible and interested candidate for a respective Committee position, candidates will be invited to submit an anonymised statement via the Secretary to be presented at the AGM. The statement (limited to 150 words) shall detail the reasons why they would like to apply for the position and why they would make a good committee member.
- 4.4 Any statements presented to the Committee at the AGM will be voted upon by a simple majority of the current committee and any members of the Scheme in attendance. Any candidate that submits a statement will not be eligible to vote for their respective Committee position. The Secretary of the Scheme will also be ineligible to vote.

## **5.0 MEETINGS**

- 5.1 The Committee shall, within 21 days of the date upon which their appointment takes effect, hold a meeting at which the Committee will appoint from their members a Chairperson, a Vice-Chairperson and a Secretary.
- 5.2 The Committee shall each year at its first meeting appoint, from its members or from other members of the Force, a Treasurer to carry out such duties as may be required. Unless such person is a member of the Committee, the Treasurer shall have no say in the management or administration of the Scheme.
- 5.3 Additional meetings will be held as required and will be convened by the Chairperson who will also convene a meeting if requested to do so by at least two members of the Committee.
- 5.4 A meeting will be held as soon as is practicable after the death of a member or of the member's spouse to decide if a subscription shall be levied and to decide upon the allocation of funds thus raised. A quorum of the Committee shall consist of three members, one of whom must be the Chairperson or Vice-Chairperson. In the absence of the Chairperson, the Vice-Chairperson shall take their place.

## **6.0 SUBSCRIPTIONS**

- 6.1 In the event that the Committee calls for a subscription to be levied all members except the bereaved member shall pay to the Committee a subscription for distribution in accordance with the Rules of the Scheme. Serving members will nominate beneficiaries at the time of scheme application and will, at the same time, sign for their understanding that it is their ongoing responsibility to update the committee with any changes to that nominated beneficiary.
- 6.2 The Committee shall give notice to members of the fact that a subscription is to be levied.
- 6.3 For the purposes of the scheme the following shall be entitled to be considered for assistance:
- Surviving spouse – a person who was married to the member at the time of the of the member’s death.
  - Surviving civil partner – partner who was in a civil partnership with the member at the date of the member’s death.
  - Surviving adult partner – partners in the case of couples who are in a relationship but who are neither married nor civil partners. The LPMAS rules provide for a surviving adult partner if:
    - The partner had been nominated and a joint declaration of partnership had been completed, (a sample declaration is provided at appendix B) and;
    - Evidence is available that either the officer’s partner was financially dependent on the officer or the two were financially interdependent.
    - The Officer and partner are not related in a way that would prevent marriage or civil partnership.
    - The officer acknowledges an obligation to give a signed written notice of revocation should the relationship end.
    - It should be noted that people in a purely financial relationship (such as a flat share or joint purpose of property) are not considered to be partners under this scheme.
    - A declared partner under this scheme will be taken to supersede any surviving spouse as defined above.
  - Surviving children – a person/s who are the nominated child/children of the member at the time of the member’s death.
- 6.4 The amount of the subscription to be paid shall be determined as follows:
- (a) In respect of the death of a member who, at the time of their death was serving in any capacity in any of His Majesty’s Forces, or who was seconded to any Police Force outside the United Kingdom, every member shall pay an amount equal to one quarter of one day’s gross basic pay of a Constable on the lowest rate.
- (b) In respect of the death of any member who is not one of those specified in (a) above then –

- (i) Every member serving in His Majesty's Forces or seconded to a Police Force outside the United Kingdom, shall pay an amount equal to one quarter of one day's gross basic pay of a Constable on the lowest rate, and
  - (ii) Every other member shall pay an amount equal to one day's gross basic pay of a Constable on the lowest rate.
- (c) In respect of the death of any spouse of any member, every member except the bereaved member shall pay an amount equal to one half of one day's gross basic pay of a Constable on the lowest rate.
- (d) Where a qualifying relationship as defined by these rules consists of two serving Lincolnshire Police officers, both of whom are scheme members and the death of either would result in a subscription being raised as per para 18b(ii) only, (death of member), only one claim may be made. Double claiming under 18b(ii) and 18(c) will not be permitted.
- (e) The Committee reserves the right in its absolute discretion to defer a decision in relation to the raising of a subscription and/or the making of a payment where the circumstances of death in question are subject or are likely to be subject to criminal investigation or judicial proceedings (including Coronial proceedings) in which the potential beneficiary, (be they scheme member or declared beneficiary), is the suspect or defendant until all such investigations and proceedings have concluded.
- (f) On conclusion of such investigation and/or proceedings, the Committee shall have the right in its absolute discretion to decline payment of any benefits where it is deemed that the actions of such a beneficiary have resulted in or directly contributed to the death.
- (g) In the event of payment being declined under this rule the Committee shall have the discretion to review its decision in the event of a substantial change of circumstances.
- (h) If the Committee defers the raising of subscriptions under this rule then the qualifying date for any subsequent subscription shall be a date to be determined by the Committee. Liability to pay a subscription shall fall to the members of the Scheme at that date.

6.5 Subscriptions deducted from salary will be retained in the Lincolnshire Police Financial accounts (namely Mutual Assistance Scheme Suspense Account) until balanced and then paid over.

## **7.0 MULTIPLE CLAIMS IN SAME PAY PERIOD**

7.1 No more than two subscriptions may be levied in one pay period. In the event of more than two deaths within the same period the proceeds will be distributed pro-rata to beneficiaries.

## **8.0 PAYMENTS**

- 8.1 The Committee shall hold the monies received in respect of each particular levy or subscription upon trust to pay thereout such administrative expenses as may be involved in the levying and distribution of that particular subscription and to pay or apply the balance to all or to any one or more exclusively of the other or others in such proportions as the Committee shall decide of these persons who are (a) the surviving spouse or children of the deceased spouse, or (b) any other named beneficiary previously notified by the member in writing to the LPMAS Secretary. Once written notification of a beneficiary has been received that nomination will be binding on the Committee. In the case of changes being made to a named beneficiary the most recent written notification will be held to be the binding authority.
- 8.2 The Committee may also in their absolute discretion pay the whole of the aforesaid monies (or any balance thereof if part payment has already been made) to the legal personal representative of the deceased officer, or the deceased spouse.
- 8.3 If in the opinion of the Committee the spouse or nominated beneficiaries of a deceased officer are suffering from any legal, physical or other incapacity rendering those persons incapable of managing their own affairs or giving proper receipts the Committee shall have an absolute discretion to pay any benefits allotted to such spouse or named beneficiaries, to any responsible person or persons for the use and benefit of such incapacitated spouse or nominated beneficiaries. The receipt of such person or persons shall be deemed to be a completed discharge to the Committee who has be under no liability to see to the application of any sums so paid.

## **9.0 RETURN OF SUBSCRIPTIONS**

- 9.1 In the event of a subscription being mistakenly levied the Committee shall return the subscription.

## **10.0 STATEMENT OF ACCOUNTS**

- 10.1 Award payments made to the membership of the scheme shall be audited once a year as part of the Force audit at the end of the financial year. A Balance Sheet and annual statement of accounts shall not be prepared as the Committee does not hold a general fund nor receive payments outside specific awards. To respect confidentiality, an anonymised, audited copy of the awards in the previous 12 months may be examined at the Secretary's office by members of the Scheme, at their discretion, having given at least seven days' notice in writing. At the AGM a confidential unedited list of awards paid out during the previous year will be supplied to the committee members only, this list to remain confidential to the committee members.

## **11.0 ALTERATION OF RULES**

- 11.1 The Objects or the Rules of the Scheme may be altered or varied by a majority vote of the Committee, the chair of that committee having the casting vote should there be a tie. The rules of the Scheme may only be rescinded, brought to an end, or wound up by a resolution of the Lincolnshire Police Federation Council, the Lincolnshire Branch of the Superintendents' Association of England and Wales and following consultation with the Force.

## **12.0 WINDING UP**

- 12.1 In the event of the Scheme being wound up any undistributed part of a subscription or levy will be distributed or paid over forthwith in accordance with the terms of Rule 16 and in respect of any balance not included in the above including monies resulting from a mistaken levy the same shall be distributed and paid to such Police Charities as the Committee shall in its absolute discretion think fit.



**APPENDIX A**

**LPMAS APPLICATION FORM**

*Once completed please return to HR*

Please complete the following details to ensure our records are up to date and compliant with Data Protection. **Important:** By completing and signing this form, you are authorising the LPMAS to share this information with the Force, and that you also authorise the Force to share your information with PFEW. **You are also signing that you understand that it is your responsibility to update the LPMAS of any changes to the named beneficiary.**

a) Full Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Rank: \_\_\_\_\_ Collar No: \_\_\_\_\_

b) I wish to become a member of the Lincolnshire Police Mutual Assistance Scheme in accordance with the rules as approved and adopted with effect from 13<sup>th</sup> May 2024, or as may be subsequently amended. I confirm I have been provided with a copy of the rules and have had the opportunity to read them in full.

c) I agree to the deduction from my salary of subscriptions as set from time to time by the Committee under the rules of the Scheme and for the monies to be held in the Mutual Assistance Scheme Suspense Account for the purposes of distribution under the rules of the Scheme.

d) I understand if I wish to cease membership, I must provide written notification of withdrawal to the Secretary of the scheme. I understand termination will be effective 3 months from the date the notice is received by the Secretary as per 3.5(b) of the scheme rules.

e) WITNESS – (Other than beneficiary)

Full Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Rank: \_\_\_\_\_ Collar No: \_\_\_\_\_

**NAMED BENEFICIARY**

**N.B. IF YOUR BENEFICIARY IS A PARTNER (i.e NOT A SPOUSE OR CIVIL PARTNER) YOU MUST ALSO COMPLETE THE LPMAS DECLARATION OF PARTNERSHIP FORM, FAILURE TO DO THIS WILL NEGATE A CLAIM ARISING FROM YOUR PARTNER IN THE EVENT OF YOUR DEATH.**

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

**TO BE USED ONLY IF NOMINATING CHILDREN**

**CHILD 1 Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**PLEASE ENTER PERCENTAGE OF BENEFIT**

(\*\*If nominating a single child this must be 100%. For multiple children the total percentage for all nominated children must equal 100%)

%

**CHILD 2 Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**PLEASE ENTER PERCENTAGE OF BENEFIT**

(\*\*One nominating a single child this must be 100%. For multiple children the total percentage for all nominated children must equal 100%)

%

**CHILD 3 Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**PLEASE ENTER PERCENTAGE OF BENEFIT**

(\*\*One nominating a single child this must be 100%. For multiple children the total percentage for all nominated children must equal 100%)

%

**CHILD 4 Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**PLEASE ENTER PERCENTAGE OF BENEFIT**

(\*\*One nominating a single child this must be 100%. For multiple children the total percentage for all nominated children must equal 100%)

%

**COMPLETED BY THE HONORARY SECRETARY**

*Once completed return to HR and member*

To: \_\_\_\_\_

Your application dated \_\_\_\_\_ to be enrolled as a member of the Lincolnshire Police Mutual Assistance Scheme (LPMAS) was received by me on \_\_\_\_\_ and I hereby certify that your membership becomes effective from \_\_\_\_\_

Signed: \_\_\_\_\_

(Honorary Secretary)

**NOTES**

Membership of the Scheme shall cease:

- a) Upon the termination of a member's service with the Lincolnshire Police and the removal of their name from the Register.
- b) Upon termination of **three calendar months** from the date of the Secretary receiving a member's written notice of withdrawal from the Scheme.
- c) Upon a member failing within a period of eight weeks from the date of a demand to pay a subscription.
- d) For those on Career breaks, who will be excluded from Scheme for the duration of break but will be eligible to rejoin on return to Force.

As from the date of cessation of membership a member shall have no claim upon the Scheme or any funds held by the Committee and although liable for any subscription levied before the date of cessation of membership, they shall not be liable for any subscription levied thereafter.

## APPENDIX B

### LPMAS Joint Declaration of Partnership Form

- By completing this declaration form you are declaring your partner for the purposes of the LPMAS scheme. This declaration is not required for married spouses or civil partners.
- This declaration alone does not give you or your partner entitlement to the LPMAS payment. If you or your partner were to die, the LPMAS would need to be satisfied that your relationship with your partner met the qualifying conditions for the LPMAS payment at the time of your death as per rule 6.3 and part 3 of this form.
- Important: By completing and signing this form, you are authorizing the LPMAS to share this information with the Force, and that you also authorize the Force to share your information with the Committee.
- **Please complete this form in BLOCK CAPITALS in black ink and return to HR**

<b>PART 1. ABOUT YOU (THE SCHEME MEMBER)</b>	
Your name	
Collar number	
Daytime telephone number	

<b>PART 2. ABOUT YOUR PARTNER</b>	
Partner's full name, including title	
Partner's date of birth	
Partner's address ( <b>this should normally be the same as the address of the LMPAS member</b> )	
Post Code	

**PART 3. DECLARATION**

- We confirm the following:
  - Evidence is available that either the officer’s partner is financially dependent on the officer or the two are financially interdependent.
  - We are not related in a way that would prevent marriage or civil partnership.
  - The officer acknowledges an obligation to give a signed written notice of revocation should the relationship end.
  - It should be noted that people in a purely financial relationship (such as a flat share or joint purpose of property) are not considered to be partners under this scheme.
- We will tell the LPMAS Committee in writing if our relationship comes to an end.
- We understand that benefits will not be paid unless the partner provides satisfactory evidence that the declaration above is valid when the LPMAS member dies. Similarly, we understand that benefits will not be paid unless the LPMAS member provides satisfactory evidence that the declaration above is valid when the member’s partner dies.

Scheme member’s signature (**signed in the presence of the witness named below**)

Date

Partner’s signature (**signed in the presence of the witness named below**)

Date

**PART 4. WITNESS (NOTE: THE WITNESS IS SIMPLY REQUIRED TO WITNESS THE SIGNING OF THE FORM BY THE SCHEME MEMBER AND PARTNER IN PART 3 ABOVE)**

Name of witness

Address of witness

Post Code

Signature of witness

Date