

Excepted Group Life Policy - Police Terms and conditions



Foresters Friendly Society Corporate Risk

This policy is issued in consideration of an application having been made to Foresters by an Intermediary on behalf of the Insured named in the Policy Schedule.

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

The Excepted Group Life Policy

The policy provides insurance to cover the Trustees' promise to provide Lump Sum benefits payable on the death of a Member of the Scheme.

Terms and Conditions - Your Contract with Us

The Excepted Group Life Policy is a 'non consumer' contract for use by commercial customers in the ordinary course of their business or profession. It's provided by Foresters Friendly Society so where we refer to 'we', 'us' or 'our' we mean Foresters Friendly Society. By 'you' or 'your' we mean the Insured, detailed in the policy schedule, who's a party to the Scheme.

Where we refer to the 'policy' we mean this booklet which gives a full description of the terms and conditions that apply generally, and your policy schedule which shows the specific terms of your policy. The terms and conditions and your policy schedule state the legal contract between you and us. Please keep both documents in a safe place.

Interpretation and definitions

We've tried to use plain language in the policy but avoiding all technical terms is difficult. Where we've used them, or where words or phrases have a specific meaning, we've explained them below. We've used capital initial letters to highlight the use of these words or phrases in this document.

Where the details in the policy schedule differ from or conflict with anything in these terms and conditions, the details in the policy schedule will prevail.

Any statutory provision we refer to will include reference to any consolidation, modification, re-enactment, replacement or regulations made under any of these statutory provisions that are in force from time to time.

Words importing the singular include the plural and vice versa and words importing a gender shall include all genders. The words "include" and "including" shall not be construed as words of limitation.

General Policy Conditions

Benefit Participants

As defined in the Policy Schedule

New Benefit Participants

- Serving Officers

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

- Police Staff

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

Absence of Benefit Participants

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

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

The period of permitted absence shall be limited to:-

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

Secondments:

iv) Cover may continue for a Benefit Participant who is temporarily seconded to another police agency or task force within the United Kingdom, whilst remaining in the employment of the police force as stated in the Policy Schedule and will continue for the duration of the secondment.

or

v) For secondments that are outside the United Kingdom but within Europe, cover may continue for a maximum period of thirty-six months from the first

day of secondment.

or

vi) Secondments that occur in non-European locations will be provided for a period of twelve consecutive months from the first day of secondment.

To Whom the Benefits are Payable

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

Payment of Premiums

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

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

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

Commencement and Duration of Cover

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

Termination

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

Cancellation

There are no cancellation rights under this Policy.

Surrender Value

No surrender values are payable under this Policy.

Notification of Claims

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

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

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

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

Late claims will be considered where, despite the passage of time, it is still possible to obtain the evidence necessary to establish the legitimacy of the claim.

Exclusions

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

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

Errors and Omissions

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

Queries and Complaints

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

As this Policy is written for the Benefit of the Insured and not individual Benefit Participants there is no

right for the Benefit Participants to apply direct to us or the Financial Ombudsman Service in respect of a complaint.

Compensation

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

Arbitration

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

Law

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

Parties to the Policy

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

Policy Definitions

Accident

A sudden, violent, unexpected and unusual specific event caused by an external force that occurs at an identifiable time and place and results in physical injury to the Benefit Participant. Physical injury due to exposure to the elements is included in this definition.

Activities of Daily Living

1. Feeding/ Eating - Cutting meat, buttering bread, getting food and drink to the mouth using fingers or utensils.
2. Dressing - Dressing oneself including fastening

zips and buttons, getting clothes from wardrobes or drawers.

3. Bathing/ Grooming - Turning on taps, getting in and out of bath/shower, washing face and hands, drying oneself, combing hair.
4. Toileting - Moving into and out of the bathroom, getting on and off the toilet unaided, recognising the need to void bladder and bowel in time to get to the toilet.
5. Mobility and Transfer - Getting into and out of bed, transferring from one place to another, e.g. chair to bed, chair to standing, chair to chair.
6. Walking - Moving from one location to another – walking or wheeling or using a walking frame.

Child

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

Hazardous Pursuits

Other than in the Bona Fide execution of duty the following pursuits are deemed to be hazardous.

- Diving or skin diving involving the use of underwater breathing apparatus.
- Rock climbing or mountaineering involving the use of ropes or guides.
- Potholing.
- Aerial activity other than as a fare-paying passenger in a recognised airline.
- Hunting on horseback.
- Driving or riding in any form of race.
- Bungee jumping.

Life Insurance

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

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

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

Partner

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

Partners of Serving Officers

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

Partners of Police Staff

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

Permanent Total Disability

Total permanent and irreversible disability such that the Benefit Participant is unable to perform any gainful employment and such that the Benefit Participant is unable to exist independently and requires continual supervision and frequent attention of a third party for activities of daily living.

Such disability must be established for a continuous period of twelve calendar months before benefit can be paid under the Permanent and Total Disability Benefit section of this policy.

Scale Pay

For Benefit Participants who are paid calendar monthly, Scale Pay means 1/12th of the Benefit Participant's annual scale pay. Benefit is fixed at the level at point of claim and will not be increased if the scale pay increases or pay increment increases while the Benefit Participant is claiming benefit. For Benefit Participants 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.

The Benefit Participant's basic scale pay (excluding loans (repayable or otherwise), benefits in kind, payments for overtime or unsocial hours allowances) payable at the date the Benefit Participant's pay is reduced.

Terminal Prognosis Advance (for eligibility, please refer to the schedule)

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

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

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

Critical Illness Benefit

Benefit is payable in respect of the Benefit Participants shown in the Policy Schedule as entitled to Critical Illness Benefits. No Benefit is payable for conditions from which the Benefit Participant suffered, or for which the Benefit Participant sought advice or treatment, during the period of two years ending on the date when the Benefit Participant first became insured for Critical Illness Cover under the terms of the Insurance Scheme.

The Benefit is payable on the confirmed diagnosis or procedure (provided that the Benefit Participant survives for 14 days from diagnosis or procedure) as defined within this policy benefit listing below.

For an individual Participant Critical Illness Benefit is payable once only in respect of conditions in a common Group. For this purpose certain illnesses belong to more than one Group.

The amount of Critical Illness Benefit for each class of Participant is shown in the Policy Schedule.

Alzheimer's Disease (before age 65)– Group C

A definite diagnosis of Alzheimer's disease before age 65 by a Consultant Neurologist, Psychiatrist or Geriatrician. There must be permanent clinical loss of the ability to do all of the following:

- remember;
- reason;
- perceive, understand, express and give effect to ideas.

For the above definition, the following are not covered: Other types of dementia.

Angioplasty – Group A

This means the undergoing of balloon angioplasty to correct the narrowing or blockage of two or more arteries, when the life assured has limiting angina symptoms. Any claim must be supported by:-

1. evidence of prior treatment (on appropriate medication) from an appropriate registered practitioner holding such an appointment at a major hospital in the United Kingdom;
2. evidence of angiography showing 70% obstruction of two or more arteries.

Aorta graft surgery – Group A

The undergoing of surgery for disease to the aorta with excision and surgical replacement of a portion of the diseased aorta with a graft.

The term aorta includes the thoracic and abdominal aorta but not its branches.

For the above definition, the following are not covered: Any other surgical procedure, for example the insertion of stents or endovascular repair.

Surgery following traumatic injury to the aorta.

Aplastic Anaemia (with permanent bone marrow failure) – Group B & C

A definite diagnosis of Aplastic Anaemia by a Consultant Haematologist. There must be permanent bone marrow failure with the following:

- anaemia, (having reduced haemoglobin in the blood)
- neutropenia (abnormally low number of blood cells called neutrophils) and
- thrombocytopenia (abnormally low number of platelets (particles involved in clotting) in the blood requiring treatment with at least one of the following:
- blood transfusion

- marrow stimulating agents
- immunosuppressant agents, or
- bone marrow transplant

Bacterial Meningitis – Group C

Bacterial Meningitis causing inflammation of the membranes of the brain or spinal cord resulting in permanent neurological deficit. The diagnosis must be confirmed by a consultant neurologist.

Bacterial Meningitis in the presence of HIV infection is excluded.

All other forms of meningitis including viral are not covered.

Benign Brain Tumour – Group B

A non-malignant tumour or cyst in the brain, cranial nerves or meninges within the skull, resulting in permanent neurological deficit with persisting clinical symptoms.

For the above definition, the following are not covered:
Tumours in the pituitary gland.
Tumours originating from bone tissue.
Angioma and cholesteatoma.

Blindness – Groups A & C

Permanent and irreversible loss of sight to the extent that even when tested with the use of visual aids, vision is measured at 3/60 or worse in the better eye using a Snellen eye chart.

Cancer – Group B

Any malignant tumour positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells and invasion of tissue.

The term malignant tumour includes leukaemia, sarcoma and lymphoma except cutaneous lymphoma (lymphoma confined to the skin).

For the above definition, the following are not covered:

All cancers which are histologically classified as any of the following:
- pre-malignant;
- non-invasive;
- cancer in situ;
- having borderline malignancy; or
- having low malignant potential;

All tumours of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM

classification T2N0M0.

Chronic lymphocytic leukaemia unless histologically classified as having progressed to at least Binet Stage A.

Any skin cancer (including cutaneous lymphoma) other than malignant melanoma that has been histologically classified as having caused invasion beyond the epidermis (outer layer of skin).

Also under this policy we cover confirmed diagnosis of one or more Breast Ductal Carcinoma In Situ by an appropriately qualified specialist which results in a medically recommended mastectomy of one or both breasts.

Cardiomyopathy – Group A

A definite diagnosis of Cardiomyopathy by a Consultant Cardiologist. There must be clinical impairment of heart function resulting in the permanent loss of ability to perform physical activities to at least NYHA Class 3 of the New York Heart Association Functional Classifications of functional capacity (i.e. heart disease resulting in marked limitation of physical activities where less than ordinary activity causes fatigue, palpitations, breathlessness or chest pain).

For the above definition the following are not covered:

- Cardiomyopathy secondary to alcohol or drug abuse.
- All other forms of heart disease, heart enlargement and myocarditis.

Coma – Groups A and C

A state of unconsciousness with no reaction to external stimuli or internal needs which: requires the use of life support systems for a continuous period of at least 96 hours; and with associated permanent neurological deficit with persisting clinical symptoms.

For the above definition, the following are not covered:

- Medically induced coma
- Coma secondary to alcohol or drug abuse

Coronary artery by-pass grafts – Group A

The undergoing of surgery requiring median sternotomy (surgery to divide the breastbone) on the advice of a Consultant Cardiologist to correct narrowing or blockage of one or more coronary arteries with by-pass grafts.

Creutzfeldt-Jacob Disease - Group C

Loss of the physical ability through acquiring

Creutzfeldt-Jacob Disease to do at least 3 of the 6 tasks listed below ever again.

The relevant specialists must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or the benefit participant expects to retire.

The benefit participant must need the help or supervision of another person and be unable to perform the task on their own, even with the use of special equipment routinely available to help and having taken any appropriate prescribed medication. The tasks are:

- Washing - the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means.
- Getting dressed and undressed – the ability to put on, take off, secure and unfasten all garments and, if needed, any braces, artificial limbs or other surgical appliances.
- Feeding yourself – the ability to feed yourself when food has been prepared and made available.
- Maintaining personal hygiene – the ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise managing bowel and bladder function.
- Getting between rooms – the ability to get from room to room on a level floor.
- Getting in and out of bed – the ability to get out of bed into an upright chair or wheelchair and back again.

Deafness – Groups A & C

Permanent and irreversible loss of hearing to the extent that the loss is greater than 95 decibels across all frequencies in the better ear using a pure tone audiogram.

Dementia/Pre-Senile Dementia (resulting in permanent symptoms) – Group C

A definite diagnosis of dementia or pre-senile dementia by a Consultant Neurologist, Psychiatrist or Geriatrician. There must be permanent and progressive clinical loss of the ability to do all of the following:

- Remember
- Reason
- Perceive, understand, express and give effect

For the above definition, the following is not covered:

- Dementia secondary to alcohol or drug abuse
- Alzheimer's Disease

Encephalitis – Group B

A definite diagnosis of encephalitis by a Consultant Neurologist resulting in permanent neurological deficit with persisting clinical symptoms.

For the above definition, the following are not covered:

- An abnormality seen on brain or other scans without definite related clinical symptoms.
- Neurological signs occurring without symptomatic abnormality, e.g. brisk reflexes without other symptoms.
- Symptoms of psychological or psychiatric origin.
- Encephalitis in the presence of HIV infection is excluded.

Heart attack – Group A

Death of heart muscle, due to inadequate blood supply, that has resulted in all of the following evidence of acute myocardial infarction:

Typical clinical symptoms (for example, characteristic chest pain).

New characteristic electrocardiographic changes.

The characteristic rise of cardiac enzymes or Troponins recorded at the following levels or higher;

- Troponin T > 1.0 ng/ml
- AccuTnI > 0.5 ng/ml or equivalent threshold with other Troponin I methods.

The evidence must show a definite acute myocardial infarction.

For the above definition, the following are not covered:

- Other acute coronary syndromes including but not limited to angina.

Heart valve replacement or repair – Group A

The undergoing of surgery requiring median sternotomy (surgery to divide the breastbone) on the advice of a Consultant Cardiologist to replace or repair one or more heart valves.

HIV infection and Hepatitis B Virus – Group C

Infection by Human Immunodeficiency Virus or Hepatitis B Virus resulting from:

- a blood transfusion given as part of medical treatment;
- a physical assault;

or

- a blood transfusion given as part of medical treatment;
- a physical assault;

or

- an incident occurring during the course of performing police duties

after the start of the policy and satisfying all of the following:

The incident must have been reported to appropriate authorities and have been investigated in accordance with the established procedures.

Where HIV infection is caught through a physical assault or as a result of an incident occurring during the course of performing normal duties of employment, the incident must be supported by a negative HIV antibody test taken within 5 days of the incident.

There must be a further HIV test within 12 months confirming the presence of HIV or antibodies to the virus.

For the above definition, the following is not covered:

- HIV infection resulting from any other means, including sexual activity or drug abuse.

Kidney failure – Group C

Chronic and end stage failure of both kidneys to function, as a result of which regular dialysis is permanently required.

Liver failure – Group A & C

A definite diagnosis, by a Consultant Physician, of irreversible end stage liver failure due to cirrhosis resulting in all of the following:

- Permanent jaundice (yellow discolouration of the skin)
- Ascites (build-up of fluid in the abdomen)
- Encephalopathy (brain damage or disease).

For the above definition the following is not covered:-

- Liver failure due to alcohol and/or drug abuse.

Loss of hand or foot – Groups A & C

Permanent physical severance of any hand or foot at or above the wrist or ankle joint.

Loss of Speech – Groups A & C

Total permanent and irreversible loss of the ability to speak as a result of physical injury or disease.

Major Organ Transplant – Group A B & C

The undergoing as a recipient of a transplant of bone

marrow or of a complete heart, kidney, liver, lung, or pancreas, or inclusion on an official UK waiting list for such a procedure.

For the above definition, the following is not covered:

- Transplant of any other organs, parts of organs, tissues or cells.

Motor Neurone Disease (before age 65) – Group C

A definite diagnosis of one of the following motor neurone diseases [before age 65] by a Consultant Neurologist:

- Amyotrophic lateral sclerosis (ALS)
- Primary lateral sclerosis (PLS) • Progressive bulbar palsy (PBP)
- Progressive muscular atrophy (PMA)

There must also be permanent clinical impairment of motor function.

Multiple Sclerosis- Group C

A definite diagnosis of Multiple Sclerosis by a Consultant Neurologist. There must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months.

Paralysis of limbs – Group A & C

Total and irreversible loss of muscle function to the whole of any 2 limbs.

Parkinson's Disease (before age 65) – Group C

A definite diagnosis of Parkinson's disease before age 65 by a Consultant Neurologist.

There must be permanent clinical impairment of motor function with associated tremor and muscle rigidity.

For the above definition, the following are not covered:

- Parkinsonian syndromes/Parkinsonism

Permanent Total Disability – Group A, B & C

Loss of the physical ability through an illness or accidental bodily injury to do at least 3 of the 6 tasks listed below ever again.

The relevant specialists must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or the Insured Person expects to retire.

The Benefit Participant must need the help or supervision of another person and be unable to

perform the task on their own, even with the use of special equipment routinely available to help or having taken any appropriate prescribed medication.

The tasks are:

- **Washing** - the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means.
- **Getting dressed and undressed** – the ability to put on, take off, secure and unfasten all garments and, if needed, any braces, artificial limbs or other surgical appliances.
- **Feeding yourself** – the ability to feed yourself when food has been prepared and made available.
- **Maintaining personal hygiene** – the ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise managing bowel and bladder function.
- **Getting between rooms** – the ability to get from room to room on a level floor.
- **Getting in and out of bed** – the ability to get out of bed into an upright chair or wheelchair and back again.

For the above definition, disabilities for which the relevant specialists cannot give a clear prognosis are not covered.

Primary Pulmonary Hypertension – Group A

A definite diagnosis of primary pulmonary hypertension of specified severity. There must be substantial right ventricular enlargement established by investigations including cardiac catheterisation, resulting in the permanent loss of ability to perform physical activities to at least Class 3 of the New York Heart Association (NYHA*) classifications of functional capacity. *NYHA Class 3: Heart disease resulting in marked limitation of physical activities where less than ordinary activity causes fatigue, palpitations, breathlessness or chest pain.

Progressive Supranuclear Palsy – Group A & C

A definite diagnosis by a Consultant Neurologist of Progressive Supranuclear Palsy. There must be permanent clinical impairment of eye movement and motor function with associated tremor, rigidity of movement and postural instability.

Pulmonary Artery Surgery – Group A

The undergoing of surgery requiring median

sternotomy (surgery to divide the breastbone) on the advice of a Consultant Cardiothoracic Surgeon for a disease of the pulmonary artery to excise and replace the diseased pulmonary artery with a graft.

Respiratory Failure – Group A & C

Advanced stage chronic lung disease resulting in:

- Breathlessness at rest; and
- The need for continuous daily oxygen treatment (PaO₂7.3kPa when clinically stable as prescribed under British Thoracic Society and NICE guidelines) for at least twelve months.

Rheumatoid Arthritis – Group C

An unequivocal diagnosis by a Consultant Rheumatologist of chronic Rheumatoid Arthritis as evidenced by widespread joint destruction with major clinical deformity. The claimant must permanently satisfy three of the following four criteria:

- Bending – the inability to bend or kneel to pick up something from the floor and stand up again and the inability to get in and out of a standard saloon car.
- Dexterity – the inability to use hands and fingers to pick up and manipulate small objects such as cutlery, including being unable to write using a pen or pencil.
- Lifting – the inability to lift, carry or otherwise move everyday objects by hand. Everyday objects include a kettle of water, a bag of shopping and an overnight bag or briefcase.
- Mobility – the inability to walk a distance of 200 metres on flat ground, even with the aid of a walking stick if prescribed by a treating practitioner, and without having to rest.

Stroke – Group A

Death of brain tissue due to inadequate blood supply or haemorrhage within the skull resulting in permanent neurological deficit with persisting clinical symptoms.

For the above definition, the following are not covered:

- Transient ischaemic attack.
- Traumatic injury to brain tissue or blood vessels.

Terminal Illness – Group A, B & C

A definite diagnosis by the attending Consultant of an illness that satisfies both of the following:

- The illness either has no known cure or has progressed to the point where it cannot be cured:

And

- In the opinion of the attending Consultant and our Chief Medical Officer, the illness is expected to lead to death within 12 months.

Third Degree Burns – Group C

Burns that involve damage or destruction of the skin to its full depth through to the underlying tissue and covering at least 20 % of the body's surface area.

Traumatic head injury – Group A & C

Death of brain tissue due to traumatic head injury resulting in permanent neurological deficit with persisting clinical symptoms.

Childrens Critical Illness

In the event that a dependant child of a Benefit Participant aged more than 30 days and less than 18 years is first diagnosed as suffering from one of the critical illnesses listed in the policy document of this Policy the Benefit is payable on the confirmed diagnosis of that illness. Critical Illness Benefit is payable only once in respect of any child. Congenital conditions are excluded under the terms of this policy.

Sickness Pay

The Benefit is payable for a period up to 26 weeks commencing in the first week in respect of which a Benefit Participant is reduced to half pay under the appropriate regulations, provided that the total period of incapacity exceeds 183 days in the previous 365 days.

Benefit ceases after 26 weeks payment, or earlier return to work, retirement or leaving service.

The amount of Benefit payable is that percentage of the Benefit Participant's Scale Pay stated in the Policy Schedule.

If a Participant in receipt of Benefit is offered recuperative duties with a return to full pay and if such duties are declined without reasonable cause then all entitlement to Benefit will cease.

Extended Sickness Pay

The Benefit is payable for a period up to 26 weeks commencing in the first week in respect of which a Benefit Participant is reduced to nil pay under the appropriate regulations, provided that the total period of incapacity exceeds 365 days in the previous 365 days.

Benefit ceases after 26 weeks payment, or on earlier return to work, retirement or leaving service.

If the Benefit Participant remains on half pay the amount of Benefit will be restricted to the percentage of the Benefit Participant's Scale Pay stated in the Policy Schedule as applicable to Sickness Pay.

If the Benefit Participant is on nil pay the amount of

Benefit is that percentage of the Benefit Participant's Scale Pay stated in the Policy Schedule as applicable to Extended Sickness Pay.

Overpayments

The Benefit is intended to compensate the Benefit Participant in circumstances where basic pay is cut in accordance with Police Regulations or terms of employment due to sickness absence from work. Should basic pay be reinstated for a period for which benefit has already been paid, the relevant amount will be immediately refundable to the Insurer.

Miscellaneous

This section sets out the miscellaneous provisions of the policy.

Fraudulent Claims

If you or anyone acting on your behalf makes a claim which is in any way fraudulent, we'll be entitled to refuse to pay the whole of the claim and recover any sums that we've already paid in respect of the claim.

We may also notify you that we'll be treating the policy as having terminated with effect from the date of the fraudulent claim.

If we terminate the policy under this condition you'll have no cover under the policy from the date of termination and you won't be entitled to any refund of premium.

If any fraud is perpetrated by or on behalf of a Member and not on behalf of you this condition should be read as if it applies only to that Member's claim and references to the policy should be read as if they were references to the cover effected for that Member alone and not to the policy as a whole.

Sanctions

We won't provide you or a Member with any services or benefits if in doing so we violate, or may risk violating, any applicable (including UK, EU and USA (Office of Foreign Asset Control)) sanctions, laws or regulations. This could result in us having to amend or terminate your policy with us.

Law

The policy is to be construed and governed by English law and will be subject to the exclusive jurisdiction of the English courts.

The Contract

The contract between the parties comprises:

- the policy
- any documents enclosed with it when issued
- any endorsements or amendments to it.

The policy is a non-consumer insurance contract and has been classed by us as appropriate to 'commercial' customers in the context of the Financial Conduct Authority's Conduct of Business rules.

Assignment

Neither the policy nor any benefit payable under it can be assigned.

Discharge of liability

The receipt of any benefit payable under this policy by the Trustees or any person authorised by the Trustees to receive payment will be good discharge of our liability in respect of such payment.

Third party rights

A person who is not a Party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This does not affect any right or remedy of a third party which exists or is available apart from that Act. This contract is only capable of enforcement by the parties to it. No rights of enforcement or any other rights are given to any third parties including those who may become beneficially entitled to receive an insured benefit under the Scheme.

Confidentiality

We'll treat the information provided to us in connection with this policy as confidential except where it:

- was legitimately in our possession before you gave it to us;
- was or is already generally available to the public;
- is trivial or obvious; or
- is required to be disclosed to fulfil an obligation under the policy.

We won't disclose confidential information to any person other than our reinsurers, professional advisers and auditors, employees and employees of other companies in our group, or where we are required to disclose to a legal or regulatory authority.

Data Protection statement

Foresters Friendly Society takes the privacy and security of your personal information seriously. We collect, use and share your personal information so that we can provide policies and services that meet your insurance needs, in accordance with applicable data protection laws.

The type of personal information we'll collect includes: basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you've requested other individuals be included in the arrangement, personal

information about those individuals.

We and our selected third parties will only collect and use personal information (i) where the processing is necessary in connection with providing a quote and/or contract of insurance; (ii) to meet our legal or regulatory obligations; (iii) where you've provided the appropriate consent; (iv) for our 'legitimate interests'. It's in our legitimate interests to collect personal information as it provides us with the information that we need to provide our services more effectively including providing information about our products and services. We'll always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest.

A full copy of our data protection statement can be viewed at <https://www.forestersfriendlysociety.co.uk/privacy-policy/>

How you can contact us

If you've any questions or queries about how we use your data, or require a paper copy of the statement, you can contact us via our Data Protection Officer at Foresters Friendly Society, Third Floor, Enterprise House, Ocean Way, Ocean Village, Southampton, SO14 3XB

Complaints

If you wish to make a complaint, please contact us using any of the methods provided in the 'How to contact us' section. You can get details of our complaints handling process on request. If you're not satisfied with our response, you may be able to complain to the Financial Ombudsman Service if your complaint is within their jurisdiction.

The Financial Ombudsman Service
Exchange Tower

Harbour Exchange Square

London

E14 9SR

Telephone: 0800 023 4567

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

This service is free and using it won't affect your legal rights.

Compensation

The Financial Services Compensation Scheme (FSCS) covers the policy. If we're unable to meet our financial obligations in full you may be entitled to help from Financial Services Compensation Scheme (FSCS). The compensation you'll receive will be based on their rules.

If you need more information, you can contact the FSCS helpline on 0800 678 1100 or 020 7741 4100, write to the address below or visit the website www.fscs.org.uk.

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

Compliance

We've processes in place to ensure we conduct our business lawfully, with integrity, and in line with current legislation including but not limited to legislation relating to anti-bribery and/or anti corruption, competition, terrorism, modern slavery, conflicts of interest and money laundering.

Conflicts of interest

We make every effort to identify conflicts of interest.

A conflict of interest is where the interests of our business conflict with those of a customer, or if there is a conflict between customers of the business.

Once identified, we aim to either prevent the conflict or put steps in place to manage it so that it's no longer potentially detrimental to our customers.

We operate in line with our conflicts of interest policy, available on request or on our website, which details the types of conflicts of interest that affect our business and how we aim to prevent or manage these.

Where we cannot prevent or manage a conflict which may be detrimental to you, we'll fully disclose it to you in line with our policy.

How to contact us

If you need to contact us you can write, phone or email:

023 8021 6875

group@forestersfriendlysociety.co.uk

Write to:

Foresters Friendly Society

Third Floor

Enterprise House

Ocean Way

Ocean Village

Southampton

SO14 3XB

Monday to Friday 9.00am – 5.00pm. We may record or monitor calls to improve our service.

Email us at: complaints@forestersfriendlysociety.co.uk

Visit our website at: www.forestersfriendlysociety.co.uk/group-protection

Please let us know if you would like a copy of this in large print, braille or audio.

Foresters Friendly Society is the trading name of The Ancient Order of Foresters Friendly Society Limited which is an Incorporated Friendly Society (Registration No. 511F) and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Registration No. 110029).

We may record or monitor calls to improve our service.