

Everest Insurance Personal Accident and Sickpay Police Federation Policy

Everest Insurance (Ireland), DAC[®]

Registered Office: 38/39 Fitzwilliam Square West, Dublin 2, D02 NX53, Ireland

Company Registration Number: 456702

Website: <https://www.everestglobal.com/Insurance/Everest-Insurance-Ireland-DAC>

A.M. Best Rating: A+ (Superior)

Contents

Contents.....	1
Introduction	3
The Insurance Contract	3
Important Information.....	3
Information Provided To Us	4
Our Rights Under This Policy.....	4
Cooling Off Provision.....	5
Breach Of Term.....	5
Terms Not Relevant To The Loss	5
Coverage Sections	6
Section A - Accident Core Benefits.....	6
1.1. Death And Permanent Disability	6
1.2. Temporary Total Disablement.....	6
1.3. Temporary Partial Disablement	6
Section B - Additional Accident Benefits.....	7
1.1. Accidental Hospital Recuperation	7
1.2. Accidental Medical Expenses Reimbursement	7
1.3. Childcare	7
1.4. Coma Benefit	7
1.5. Dental Expenses	7
1.6. Funeral Expenses.....	8
1.7. On-Duty Infection	8
1.8. Paralysis	8
1.9. Rehabilitation	8
1.10. Renovation Expenses	9
1.11. Unrecovered Criminal Court Award Compensation.....	9
1.12. Workplace Firearm and Knife Assault	9
1.13. Scarring of The Face	9
1.14. Third Degree Burns	9
Section C - Sickpay and Unsociable Hours	9
1.1. Sickpay	9
1.2. Unsociable Hours.....	10
General Exclusions	11
Key Information.....	11
General Conditions	11

Key Information	11
1.1. Maximum Benefit Per Insured Person	11
1.2. Accumulation Limit	11
1.3. Information Disclosed	11
1.4. Age Limit	12
1.5. Compensation	12
1.6. Other Insurance	12
1.7. Subrogation	13
1.8. Interest	13
1.9. Loss Mitigation.....	13
1.10.Fraudulent Claims.....	13
1.11.Currency.....	13
1.12.Cancellation	13
1.13.Law And Jurisdiction	14
1.14.Assignment	14
1.15.Contract (Right of Third Parties) Act 1999	14
1.16.Language	14
1.17.Entire Agreement	14
1.18.Severability Clause.....	14
1.19.Sanctions	14
1.20.End Of Employment.....	14
How To Make A Claim	15
Things You Must Do When Notifying A Claim	15
Complaints - How To Make A Complaint	16
Financial Services Compensation Scheme	16
Data Protection - Personal Information Notice	17
Definitions	18

Introduction

Welcome to this Everest Insurance Personal Accident and Sickpay Police Federation Policy which explains the insurance protection in full.

In this document a number of words or phrases are in **bold** type. This will give those words or phrases the special meaning shown in the Definitions Section set out within this Policy, or as set out in a particular Section of this Policy.

"We", **"our"** or **"us"** is a reference to the insurer, shown in the **policy schedule**. The **"policyholder"** is a reference to the corporate entity or organisation named as a **policyholder** in the **policy schedule**. The **"insured person"** is a reference to a person who meets the criteria specified for an **insured person** in the **policy schedule**.

If there are any questions on this Policy or if any adjustments need to be made, the **policyholder** and/or **insured person** can contact George Burrows whose contact details can be found in the **policy schedule**.

The Insurance Contract

In return for payment of or agreement to pay the **premium** shown in the **policy schedule** by the **insured person** or the **policyholder**, **we** agree to insure the **insured person(s)** stated on the **policy schedule**, subject to the terms, conditions, limitations and **endorsement(s)** contained in or attached to this insurance Policy.

This document including the **policy schedule** and any **endorsement(s)** attached form the Policy. This document sets out the conditions of the insurance cover provided.

Please read the whole document carefully and keep it in a safe place.

Important Information

It is important that:

- The **policyholder** checks that the coverage it has requested is included in the **policy schedule**.
- The **policyholder** checks that the information it has given to **us** is accurate – see the "Information Provided to **Us**" Section.
- The **policyholder** and/or **insured person** notify **us** via the broker shown in the **policy schedule** as soon as practicable of any inaccuracies in the information which the **policyholder** and/or **insured person** have given **us**.
- The **policyholder** and **insured persons** comply with their duties under each Section and under this Policy as a whole.

Information Provided To Us

In deciding to accept this Policy and in setting the terms and **premium**, **we** have relied on the information the **policyholder** and **insured persons** have given to **us**. The **policyholder** and **insured persons** must take care when answering any questions **we** ask, by answering them honestly and with reasonable care, and by ensuring that all the information provided to **us** is accurate and complete.

Our Rights Under This Policy

If **we** establish that the **policyholder** deliberately or recklessly provided **us** with false or misleading information, **we** will treat this **policy** as if it never existed and decline all **claims**.

If **we** establish that the **policyholder** carelessly provided **us** with false or misleading information, it could adversely affect this **policy** and any **claim**. For example, **we** may:

- a. treat this Policy as if it never existed, refuse to pay all **claims** and return any **premium** paid. **We** will only do this if **we** provided the **policyholder** with insurance cover which **we** would not otherwise have offered; or
- b. amend the terms of this **policy**. **We** may apply these amended terms to a **claim** as if the terms were already in place, if the **policyholder** was careless; or
- c. reduce the amount **we** pay on a **claim** in proportion to the **premium** within the **policy schedule**, compared to the **premium we** would have charged the **policyholder**, should the information provided have been accurate.

Nothing above shall limit the rights of the **policyholder** or **insured person** under any applicable laws or regulations.

We will write to the **policyholder** if **we**:

- intend to treat the Policy as if it never existed; or
- need to amend the terms of the Policy; or
- will be reducing the amount **we** will pay on a **claim** due to inaccurate information.

If the **policyholder** becomes aware that information given to **us** is inaccurate, the **policyholder** must inform **us** as soon as practicable.

If an **insured person** becomes aware that information given to **us** is inaccurate, the **insured person** must inform **us** as soon as practicable.

Cooling Off Provision

If an **insured person** is paying to participate under this Policy, the **insured person** will have a cooling off period of fourteen (14) days from either:

- the date the **insured person** receives the Policy; or
- the start of the **policy period**,

whichever is the later.

The **insured person** is entitled to revoke their participation under this Policy during the cooling off period above and in those circumstances, provided a claim has not been made or is not intended to be made by the **insured person**, the **insured person** will be entitled to a full refund of any **premium** paid.

If an event has occurred that could give rise to a claim under this Policy, then no return **premium** will be paid.

These rights are in addition to the general rights of cancellation set out in General Condition 1.12.

Breach Of Term

We agree that where there has been a breach of any term (express or implied) which would otherwise automatically result in **us** being discharged from any liability hereunder, such breach shall result in any liability **we** might have under this Policy being suspended, with such suspension applying from the time the breach occurred until the time the breach is remedied. This shall mean that **we** will not have any liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

Terms Not Relevant To The Loss

If there is non-compliance with any term (express or implied) hereunder other than a term that defines the risk as a whole and compliance with such a term would tend to reduce the risk of:

- loss of a particular kind;
- 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 the **policyholder** and/or **insured person** prove to **us** that non-compliance with the term could not have increased the risk of the loss as it actually occurred.

Coverage Sections

The benefits listed within Coverage Sections will have a corresponding maximum sum insured stated within the **policy schedule**. The sum insured may be limited per **insured person**, or per **accident** or otherwise and may be dependent on the **insured person's** category, as clearly stated in the **policy schedule**. The full wording for each Coverage Section should be reviewed, as there may be limitations to the benefit payable.

Section A - Accident Core Benefits

If, during the **policy period** and **operative time**, an **insured person** has an **accident** that results in an **injury**, **we** will pay the **insured person** for the following:

1.1. Death And Permanent Disability

If the **injury** directly results in death or a **listed disablement** within the table of benefits for this Section in the **policy schedule** within twenty-four (24) months of the date of the **accident**, **we** will pay the amount of compensation per **insured person** shown in the table for the **listed disablement**.

1.2. Temporary Total Disablement

If the **injury** directly results in the **temporary total disablement** of the **insured person** within twenty-four (24) months of the date of the **accident**, **we** will pay the weekly sum insured per **insured person** for the number of weeks of the **temporary total disablement**, after the **waiting period** and up to the **benefit period**, as shown in the **policy schedule**.

1.3. Temporary Partial Disablement

If the **injury** directly results in the **temporary partial disablement** of the **insured person** within twenty-four (24) months of the date of the **accident**, **we** will pay the weekly sum insured per **insured person** for the number of weeks of the **temporary partial disablement**, after the **waiting period** and up to the **benefit period**, as shown in the **policy schedule**.

Specific Conditions Applicable To Section A

In addition to the General Conditions set out later in this Policy, the following apply to this Section:

1. **We** will not pay for more than one (1) of death, a **capital benefit, complete paralysis** or **complete insanity** in connection with the same **accident** for the same **insured person**.
2. After **we** have paid for any one (1) of death, a **capital benefit, complete paralysis** or **complete insanity** for an **insured person**, no further payment under any Section of this Policy shall be made by **us** in respect of that **insured person** during the **policy period**.
3. **We** will pay the benefit for **permanent total disablement** after the **insured person** has been totally disabled for a minimum period of fifty-two (52) consecutive weeks and when a **medical practitioner** of **our** choosing certifies that disablement is **permanent** and without expectation of recovery.
4. Payments for **temporary total disablement** and/or **temporary partial disablement** for an **insured person**:
 - (a) will cease immediately following payment of any one (1) of death, a **capital benefit, complete paralysis** or **complete insanity**;
 - (b) will be paid at four (4) weekly intervals in arrears commencing after the expiry of the **waiting period**;
 - (c) will not be payable for longer than the **benefit period** shown in the **policy schedule** for any one (1) **accident**;
 - (d) will be pro-rata'd according to the number of **working days** if **temporary total disablement** or **temporary partial disablement** does not last for a full week or four (4) week period; and
 - (e) will not exceed 100% of the **insured person's** normal **weekly wage** per week for **temporary total disablement** or 50% of the **insured person's** normal **weekly wage** per week for **temporary partial disablement**. The **insured** and/or **insured person** must inform **us** if any **claim** payment does exceed these limits at which time **we** will proportionately reduce the benefit until the correct amount has been paid.

5. If an **insured person** has a previous injury or pre-existing medical condition and this contributes to an **insured person's permanent total disablement** from **accidental injury**, **we** will reduce the **permanent total disablement** payment in proportion to the amount the previous injury or pre-existing medical condition has contributed. This amount of contribution will be determined by **us** on review of the **insured person's** medical history and may result in the **insured person** being medically examined by a **medical practitioner** of **our** choosing.

Section B - Additional Accident Benefits

1.1. Accidental Hospital Recuperation

If, during the **policy period** and **operative time**, an **insured person** has an **accident** that results in an **injury** which necessarily confines the **insured person** as an inpatient in a **hospital**, **we** will pay the **insured person** the daily benefit shown in the **policy schedule** for each complete twenty-four (24) hour period that they are confined in such a manner. The maximum period **we** will pay for is stated in the **policy schedule**.

1.2. Accidental Medical Expenses Reimbursement

If, during the **policy period** and **operative time**, an **insured person** has an **accident** that results in an **injury** which necessitates the **insured person** being treated as an inpatient in a **hospital**, **we** will reimburse the **insured person** for any reasonable and necessary **medical expenses** incurred as a result. This is extended to include reasonable and necessary expenses incurred as an inpatient at a nursing home and any reasonable and necessary ambulance fees to move the **insured person** to a **hospital** or nursing home. The maximum will **we** pay per **insured person** per **accident** is shown in the **policy schedule**.

1.3. Childcare

If, during the **policy period** and **operative time**, an **insured person's** scheduled tour of duty or scheduled leave is notified to the **insured person** to be changing within fifteen (15) days of the scheduled start date, **we** will reimburse the reasonable and necessary childcare setting costs incurred for the **insured person's children** as a result. The maximum amount **we** will pay per hour, per **claim** and per **policy period** for each **insured person** are stated in the **policy schedule**.

1.4. Coma Benefit

If, during the **policy period** and **operative time**, an **insured person** has an **accidental injury** that results in the **insured person** being in a **comatose state**, **we** will pay the **insured person** the daily benefit shown in the **policy schedule** for each complete twenty-four (24) hour period for the maximum period as shown in the **policy schedule**.

1.5. Dental Expenses

If, during the **policy period** and **operative time**, an **insured person** has an **accidental injury** that results in the **insured person** incurring reasonable and necessary dental expenses, **we** will reimburse the **insured person** for:

- a. **Dental Treatment**

Dental treatment up to the maximum amount per **claim** per **insured person** and the maximum number of **claims** per **insured person** per **policy period** as stated in the **policy schedule**.

This benefit is payable for treatment expenses incurred up to one hundred and four (104) weeks following the **accident** and only in respect of treatments that commenced within one hundred and eighty-three (183) days of the **accident**.

This benefit excludes **emergency dental treatment** whether incurred inside or outside of the United Kingdom which is covered under Sections B1.5.2 and B1.5.3.

- b. **Emergency Dental Treatment in the United Kingdom**

Emergency dental treatment incurred in the **United Kingdom**. The maximum amount **we** will pay per **claim** per **insured person** and the maximum number of **claims** per **policy period** per **insured person** are stated in the **policy schedule**.

This benefit excludes non-emergency **dental treatment** which is covered under Section B1.5.1.

- c. **Emergency Dental Treatment outside of the United Kingdom**

Emergency dental treatment incurred outside of the **United Kingdom**. The maximum amount **we** will pay per **claim** per **insured person** and the maximum number of **claims** per **policy period** per **insured person** are stated in the **policy schedule**.

This benefit excludes non-emergency **dental treatment** which is covered under Section B1.5.1.

d. **Dental Call-Out Fees**

Dental call-out fees up to the maximum amount per **claim** per **insured person** and the maximum number of **claims** per **policy period** per **insured person** stated in the **policy schedule**.

e. **Hospitalisation Following Dental Treatment**

We will pay the daily benefit per **insured person** shown in the **policy schedule** for each complete twenty-four (24) hour period that **dental treatment** necessarily confines the **insured person** as an inpatient in a **hospital**. The maximum period **we** will pay for is stated in the **policy schedule**.

f. **Oral Cancer**

We will amend the definition of **accidental injury** for this Section B1.5f only to be "**oral cancer**", so that for this Section the benefits shall read:

If, during the **policy period** and **operative time**, an **insured person** has **oral cancer** that results in the **insured person** incurring dental expenses, **we** will reimburse the **insured person** for **dental treatment** incurred as a result up to the amount stated in the **policy schedule** per **insured person** per **policy period**.

Specific Exclusions Applicable To Section B1.5

In addition to the General Exclusions set out later in this Policy, **we** will not be liable under this Section for any **claim** arising out of, based upon or attributable to:

1. Expenses which are recoverable from any other insurance policy.
2. Expenses **we** deem to be clinically unnecessary.
3. Cosmetic treatment.
4. Expenses for travel or those to contact any person as a result of the **injury**.
5. Food consumption, including foreign bodies contained within food.
6. Oral hygiene procedures, including brushing.
7. Mouth jewellery, including its care or repair.
8. Contact sports including training, unless appropriate mouth protection is worn.

1.6. Funeral Expenses

If, during the **policy period** and **operative time**, an **insured person** has an **accidental injury** that results in the **insured person's** death, **we** will pay or reimburse the **insured person's** estate for the reasonable funeral, burial or cremation and associated expenses, including service and supplies provided by a mortician or undertaker, reasonable cost of a casket, and embalming or cremation. The maximum amount **we** will pay per **insured person** is stated in the **policy schedule**.

1.7. On-Duty Infection

If, during the **policy period** and **operative time**, an **insured person** suffers a needlestick injury or mucous membrane exposure to blood or blood-stained body fluid whilst engaged in their **usual occupation** and as a result is diagnosed with the HIV/AIDS virus or Hepatitis B, **we** will pay the **insured person** the amount stated in the **policy schedule**. Payment by **us** is subject to the incident being documented and reported according to the **policyholder's** procedures and subject to the documentation showing that the **insured person** has had a negative blood test for HIV and/or Hepatitis B or antibodies to HIV and/or Hepatitis B within ten (10) days of the incident and a further blood test within twelve (12) months of the incident shows the presence of HIV and/or Hepatitis B or antibodies to HIV and/or Hepatitis B.

1.8. Paralysis

If, during the **policy period** and **operative time**, an **insured person** has an **accidental injury** that results in a valid **claim** under Section A1.1 for a **capital benefit** and as a direct result of the **accident** the **insured person** becomes a **permanent paraplegic, hemiplegic, triplegic** or **quadriplegic**, **we** will pay the **insured person** the additional amount stated in the **policy schedule**. **We** will only pay one (1) amount under this Section B1.8 per **insured person** during the **policy period**.

1.9. Rehabilitation

If, during the **policy period** and **operative time**, an **insured person** has an **accidental injury** that results in a valid **claim** for **permanent total disablement** from **usual occupation**, **loss of limb(s)** or **loss of sight**, **we** will reimburse the costs incurred for reasonable and necessary **rehabilitation expenses** to enable an **insured**

person to retrain in an alternative occupation or improve their way of life in their current occupation. The maximum amount **we** will pay per **insured person** is stated in the **policy schedule**.

1.10. Renovation Expenses

If, during the **policy period** and **operative time**, an **insured person** has an **accidental injury** that is the sole and independent cause of a valid **claim** under Section A1.1 for a **capital benefit** being paid, subject to **our** prior approval **we** will pay or reimburse the reasonable and necessary expenses incurred to alter the **insured person's** normal place of work, **home** or car (or equivalent) so that the **insured person** is able to continue living and working with their **permanent disability**. The maximum amount **we** will pay per **insured person** is stated in the **policy schedule**.

1.11. Unrecovered Criminal Court Award Compensation

If, during the **policy period** and **operative time**, an **insured person** is assaulted whilst they are a serving officer and as a result of the assault they are awarded a restitution order in a UK court of law, subject to the restitution order remaining unsatisfied for a minimum period of six (6) months, **we** will pay an amount equivalent to the award of the restitution order to the **insured person** up to the maximum stated in the **policy schedule**. Payment will be made by **us** subject to an agreement from the **insured person** to return such payment should the restitution order be subsequently satisfied.

1.12. Workplace Firearm and Knife Assault

If, during the **policy period**, **operative time** and whilst on police related duties, an **insured person** sustains an **accidental injury** due to discharge of a firearm, crossbow or shotgun or by stabbing with a sharp implement, and as a direct result of this **injury** is unable to continue the duties they carried out prior to the **injury** for a minimum period of seven (7) days immediately following the **accident**, **we** will pay the amount shown in the **policy schedule** once (1) per **accident**, even if such **accident** involves more than one (1) **insured person**.

1.13. Scarring Of The Face

If within twelve (12) months the **injury** directly results in **permanent** disfigurement or **permanent** scarring of an **insured person's** face of at least one (1) square centimeter or two (2) centimeters in length, **we** will pay the amount shown in the **policy schedule** dependant on the size.

The amount **we** will pay is the stated percentage shown in the table multiplied by the sum insured stated in the **policy schedule**. The maximum we will pay per **claim** is stated in the **policy schedule**.

This benefit will not be payable in addition to Section B1.6 or B1.24.

1.14. Third Degree Burns

The amount shown in the **policy schedule** if the **injury** sustained by the **insured person** shall result in **third degree burns**.

The amount **we** will pay is the stated percentage shown in the table multiplied by the sum insured stated in the **policy schedule**. The maximum we will pay per **claim** is stated in the **policy schedule**.

Section C - Sickpay and Unsociable Hours

1.1. Sickpay

If, during the **policy period** and **operative time**, an **insured person** first suffers from **illness** or has an **accidental injury** 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, **we** will pay the **insured person** the amount shown in the **policy schedule** for the period of half pay, nil pay or reduced pay, after the **qualifying period** is met and up to the **benefit period**, as shown in the **policy schedule**.

Specific Conditions Applicable To Section C1.1

In addition to the General Conditions set out later in this Policy, the following apply to this Section:

1. **We** will not pay benefits for longer than the **benefit period** shown in the **policy schedule** for any one (1) **illness** or **accidental injury**.
2. The benefit will be paid at four (4) weekly intervals in arrears commencing after the expiry of the **qualifying period**.
3. The benefit paid will be pro-rata'd according to the number of **working days** if half pay, nil pay or reduced pay does not last for a full week or four (4) week period.
4. Payment of the benefit will cease on the date that an **insured person** has their pay reinstated. In the case that **we** have already paid the **insured person** a benefit beyond this date, the benefit will be reimbursed to **us** in full by the **insured person**.
5. If an **insured person** receives payment for a valid **claim** under this Section C1.1 and they subsequently return to work with full pay, any following **claim** will be subject to a new **qualifying period** during which time no benefit will be payable.
6. Payment under this Section for an **insured person** will cease immediately following:
 - (a) the **insured person's** retirement;
 - (b) the **insured person's** termination of employment;
 - (c) the **insured person's** resignation;
 - (d) the **insured person's** return to duties;
 - (e) the **insured person's** declinature of any reasonable recuperative duties;
 - (f) payment of any one (1) of the **capital benefits**;
 - (f) expiry of the **benefit period**; or
 - (g) after one hundred and eighty-three (183) days from the day on which pay is reduced.

1.2. Unsociable Hours

If, during the **policy period** and **operative time**, an **insured person** first suffers from **illness** or has an **accidental injury** which results in the **insured person** being totally disabled meaning that they are entirely unable to carry out their **usual occupation**, if the **insured person** had **unsociable hours** scheduled prior to being thus totally disabled that they are subsequently unable to carry out, **we** will pay 7.5% of the **unsociable hours** rate for these scheduled hours whilst they remain totally disabled in this manner. Scheduled **unsociable hours** are those recorded in Police Force records only.

The maximum amount **we** will pay to the **insured person** per week, the **waiting period** and the total number of weeks during a consecutive twenty-four (24) week period **we** will pay this benefit for are stated in the **policy schedule**.

General Exclusions

Key Information

The following general exclusions apply to the whole of this Policy. In addition to these General Exclusions, there are additional exclusions which apply within the Policy.

We will not be liable under any Section of the Policy for any **claim** arising out of, based upon or attributable to:

1. **War** in an **insured person's country of residence** or **secondment**, including losses in relation to such **war** and any attempt to control, prevent, or suppress such **war**, except for when **war** is declared whilst the **insured person** is on a journey abroad.
2. The **insured person** being a full-time member of the military or armed forces, or a member of any reserve forces called out for permanent duties.
3. The **insured person's** suicide or self-harm or attempted suicide.
4. Any criminal or intentional illegal act of the **insured person**.
5. Any naturally occurring or degenerate process, or any gradually occurring cause.
6. The **insured person** piloting or crewing any aircraft, except in relation to their duties as a **technical flight officer**.
7. The **insured person** being in a state of **insanity**, except in relation to Section A1.1 if the **policy schedule** lists **complete insanity** as an included benefit under this Section.
8. **Normal pregnancy symptoms**, unless these develop into a complication as diagnosed by a qualified **medical practitioner** specialising in obstetrics in which instance it will be considered an **accidental injury**.

General Conditions

Key Information

The following conditions and provisions are applicable to the whole Policy. There are additional conditions and provisions which apply within the Policy.

1.1. Maximum Benefit Per Insured Person

The maximum amount **we** will pay under this Policy for an **insured person** in respect of any one (1) **accident** is shown in the **policy schedule**.

1.2. Accumulation Limit

The maximum amount **we** will pay under this Policy for all **insured persons** in respect of any one (1) **accident** is shown in the **policy schedule**. Where the total of the individual benefits under this Policy exceed this Accumulation Limit, the benefits will be reduced proportionately so that the Accumulation Limit is not breached.

1.3. Information Disclosed

When taking out this Policy, the **policyholder** is under a duty to make a fair presentation of the risk. This means that:

- a. the **policyholder** must disclose to **us** all **material information** which it knows or ought to know;

- b. every material representation on a matter of fact must be substantially correct; and
- c. every material representation on a matter of expectation or belief must be made in good faith.

During the **policy period**, if there are alterations to the material information disclosed when taking out this Policy, including but not limited to a change in **business**, or change in the occupations or pursuits of the **insured persons**, the **policyholder** must notify **us** as soon as reasonably practicable by contacting the broker listed in the **policy schedule** no more than thirty (30) days after the change. **We** reserve the right to cancel this Policy or alter the terms and conditions of this Policy based on these alterations.

Information, a circumstance or a representation is 'material' where it would influence the judgement of a prudent insurer in deciding whether to provide insurance and, if so, on what terms. If the **policyholder** is unsure on whether information is material the **policyholder** should ask the broker listed in the **policy schedule**.

If the **policyholder** deliberately or recklessly breached its duty to make a fair presentation before this Policy was entered into, **we** will treat the Policy as if it had never existed, **we** may not return any **premium** paid and refuse all Policy **claims**.

Notwithstanding Condition 12 Cancellation, if the **policyholder** deliberately or recklessly breached its duty to make a fair presentation when there was a significant alteration to material information or requirement of a subjectivity during the **policy period** as described above, **we** will cancel the Policy with effect from the time of the significant alteration and may not return any **premium** paid.

If the **policyholder** failed to comply with their duty to make a fair presentation either before this Policy was entered into, or when there was a significant alteration to material information or requirement of a subjectivity during the **policy period** as described above but its failure was neither deliberate nor reckless **we** will, where the law allows, use a remedy of **our** choosing with the result that:

- a. the Policy is cancelled and any **premium** paid is returned to the **policyholder**;
- b. a Policy **claim** is refused; or
- c. a Policy **claim** is proportionately reduced; or
- d. charge the **policyholder** additional **premium**.

1.4. Age Limit

Unless otherwise agreed by **us** and specifically stated in an **endorsement** attaching to this Policy, no person aged over sixty-five (65) at the commencement of the **policy period** will be covered by **us** under this Policy.

1.5. Compensation

We will pay all benefits payable under this Policy to the **insured person** or such person or persons and in such proportions as the **insured person** shall nominate where this is not in contravention of any local licensing, regulatory or legislation requirements.

Once **we** have paid the benefit to a nominee chosen by the **insured person our** liability to pay such benefits shall be discharged.

1.6. Other Insurance

If, at the time the **insured person** makes a **claim** under this Policy, they are insured for the same **claim** by any other insurance (including but not limited to **co-insurance**) the coverage available to the **insured person** under this Policy will only operate in excess of that which would have been payable under the other insurance had this Policy not been in force.

If an **insured person** is covered under more than one (1) insurance policy underwritten by **us** for the same benefit, **we** will consider the **insured person** to be insured only under the policy which provides the highest benefit level, and **we** will apply the benefits payable in accordance with that policy.

1.7. Subrogation

In the event of any payment under this Policy, **we** shall be subrogated to the extent of such payment to all rights of recovery, contribution and indemnity of the **policyholder** and/or the **insured person**. The **policyholder** and/or the **insured person** shall upon **our** request provide all reasonable assistance to secure and exercise **our** rights and shall do nothing to prejudice such rights.

If **we** choose to exercise **our** rights of subrogation, **we** will pay the costs and expenses involved in exercising such rights against the third party.

1.8. Interest

No interest shall be payable by **us** in respect of any **claim** made under this Policy.

1.9. Loss Mitigation

The **policyholder** and **insured person** must take all reasonable steps to avoid or reduce any loss or the occurrence of any circumstance which may lead to a **claim** under this Policy and must comply with all legal requirements and safety regulations.

1.10. Fraudulent Claims

If there is any fraud, deliberate dishonesty, or deliberate non-disclosure of information in connection with a **claim** brought by the **policyholder** or an **insured person**, **we** may at **our** sole discretion:

- a. refuse to pay the **claim**;
- b. recover from the **policyholder** or **insured person** any sums already paid by **us** in connection with the **claim**; and/or
- c. cancel this entire Policy with no return of **premium** from the date of the fraudulent act if the **policyholder** was fraudulent or cancel the Policy in relation to the **insured person** only from the date of the fraudulent act if the **insured person** was fraudulent with no return of the **insured person's premium**.

1.11. Currency

If a **claim** involves foreign currency, it will be converted into the currency applicable to the **premium** and limits in the **policy schedule** based on the exchange rate at or as near as possible to the time the **claim** is payable. The website from which the exchange rate is chosen shall be chosen by **us** at **our** sole discretion.

1.12. Cancellation

We can cancel this Policy by giving the **policyholder** thirty (30) days' notice (from the date of sending) in writing to the **policyholder's** last known address or to the broker specified in the **policy schedule**.

We can cancel the **insured person's** participation under this Policy by giving the **insured person** thirty (30) day's notice (from the date of sending) in writing to the **policyholder's** last known address or to the broker specified in the **policy schedule**. **We** will only do this for a valid reason. Examples of non-exhaustive valid reasons are as follows:

- non-payment of **premium**;
- non-cooperation or failure to supply any information or documentation **we** request; or
- threatening or abusive behaviour or the use of threatening or abusive language.

On cancellation by **us**, **we** will refund to the **policyholder** or **insured person** (whoever has paid) the **premium** paid for any remaining **policy period** provided no **claims** or events have been reported to **us** and subject to there being no incident(s) that the **policyholder** or **insured person** is aware of that might give rise to a **claim**.

The **policyholder** may not cancel this Policy at any time.

The **insured person** can cancel their participation under this Policy at any time by giving **us** notice in writing via the **policyholder** specified in the **policy schedule**. The **insured person** will be removed from this Policy and the **insured person's** monthly salary deductions in respect of this insurance will cease.

1.13. Law And Jurisdiction

We and the **policyholder** may choose the law applicable to this Policy and, by entering into this Policy, agree that any dispute or **claim** arising out of or in connection with it or its subject matter or formation shall be governed and construed in accordance with the laws and jurisdiction shown in the **policy schedule**.

1.14. Assignment

This Policy and any and all rights under it are not assignable by the **policyholder** or **insured person** without **our** written consent.

1.15. Contract (Right of Third Parties) Act 1999

A person who is not a party to this policy, except for an **insured person**, has no right whether under the Contract (Rights of Third Parties) Act 1999 or otherwise to enforce any term of this Policy, except to the extent that rights are expressly set out in this Policy.

1.16. Language

All communication relating to this Policy shall be in the language as stated in the **policy schedule**.

1.17. Entire Agreement

The Policy, **policy schedule**, **endorsement(s)** and application form shall be read together as one (1) contract. If any word or expression to which a specific meaning has been ascribed in any part of the **policy schedule** will bear a specific meaning wherever it appears.

1.18. Severability Clause

If any provision or part-provision of this Policy is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Policy.

1.19. Sanctions

It is a condition of this Policy, and the **policyholder** and **insured person** agree, that the provision of any cover, the payment of any **claim** and the provision of any benefit hereunder shall be suspended, to the extent that the provision of such cover, payment of such **claim** or provision of such benefit by **us** would expose **us** to any sanction, prohibition or restriction under any:

- a. United Nations' resolution(s); or
- b. the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

Such suspension shall continue until such time as **we** would no longer be exposed to any such sanction, prohibition or restriction.

1.20. End Of Employment

We will stop paying benefits for an **insured person** on the last day of the month in which the **insured person** is no longer eligible to remain a member of this Policy due to their transfer to another force, resignation or dismissal. On retirement, **we** will stop paying benefits for an **insured person** on the last day of the month in which the insured person retires, unless they choose to continue their insurance.

How To Make A Claim

We are dedicated to providing the best in class claims experience through clear communication and a customer first approach. For **claims** under any of the Sections outlined in this Policy **we** have appointed Sedgwick and George Burrows, as claims coordinators, to be the point of contact.

Things You Must Do When Notifying A Claim

- The **policyholder** or **insured person** must notify Sedgwick as soon as reasonably practicable and in any event within sixty (60) days of becoming aware of any **claim**, occurrence or circumstance which might result in a **claim** under this Policy.
- The **policyholder** or **insured person** must provide Sedgwick with full written details and supporting information including the policy number, **insured person** name, location of loss, date of loss, **insured person's** contact number, medical certificates etc. as soon as reasonably practicable. However, don't delay reporting because of missing information, as this can be collected at a later date.
- The **policyholder** or **insured person** must retain all information that might reasonably be required for the **claim**.
- The **policyholder** or **insured person** must provide **us** with any information **we** require, including responding to reasonable requests for information in an honest and reasonably careful manner.
- The **insured person** must provide receipts from a registered childcare provider or minder and evidence of shift change when submitting a **claim** under Section B1.3.
- The **insured person** must provide written evidence from a qualified **medical practitioner** of being totally disabled from their **usual occupation** during a stated period when submitting a **claim** under Section C1.2.
- The **policyholder** and **insured person** must take all reasonable care to limit any loss, damage or **injury**.
- If required, the **insured person** must submit to a medical examination at **our** request and in the event of the death of an **insured person we** shall be entitled to have a post-mortem both of which will be carried out at **our** own expense.

If the **policyholder** or **insured person** wants to make a **claim**, or report an occurrence or circumstance which might result in a **claim** under this Policy, they may do so by using the following contact information:

Section A - Accident Core Benefits and Section B - Additional Accident Benefits

Claims Coordinator: Sedgwick
Telephone: +44 (0)14 1240 1912
Email: everestre@ie.sedgwick.com

Section C - Sickpay and Unsociable Hours

Claims Coordinator: George Burrows
Telephone: 01403 327719
Email: info@georgeburrows.com

Complaints - How To Make A Complaint

We are committed to providing an excellent service including how **we** deal with complaints.

Complaints

If the **policyholder** or **insured person** wishes to make a complaint they can do so at any time by referring the matter to:

George Burrows
St Mark's Court,
North Street
Horsham,
West Sussex
RH12 1RZ

If the **policyholder** or **insured person** remains unsatisfied with the outcome, they may contact:

The Compliance Officer,
Everest Insurance (Ireland) DAC,
3rd Floor, Huguenot House,
35-38 St. Stephen's Green,
Dublin 2,
Ireland, D02 NY63

Email: eiidcustomercare@everestire.com

Phone: 353 1 418 0300

We take complaints seriously and hope to resolve them in a timely manner. In the event that **we** are unable to resolve a complaint within eight weeks, the **policyholder** or **insured person** may be entitled to refer the complaint to the Financial Ombudsman Service (FOS) in the **United Kingdom** to carry out an independent review.

The FOS is an independent service in the **United Kingdom** for settling disputes between consumers and businesses providing financial services. More information is available in the FOS website at www.financial-ombudsman.org.uk.

The contact details for the FOS are: Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 023 4567 (calls to this number are free from fixed lines in the **United Kingdom**) or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the **United Kingdom**). Email complaint.info@financial-ombudsman.org.uk.

This procedure and contacting the Financial Ombudsman Service does not affect the **policyholder's** or **insured person's** rights to take legal action.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). Depending on the circumstance of a **claim**, the **policyholder** or **insured person** may be entitled to compensation from the FSCS if **we** are unable to meet **our** obligations under this insurance. Further details are available at their website: www.fscs.org.uk or by applying for information by post to PO Box 300, Mitcheldean, GL17 1DY. Alternatively they can be contacted by telephone at: 0800 678 1100.

Data Protection - Personal Information Notice

We collect and use relevant information about the **insured persons** to provide insurance and to meet **our** legal obligations. This information includes the **insured person's** name, address and contact details and other information **we** collect about them and may include sensitive information such as health information and any criminal convictions.

In certain circumstances **we** may need the **insured person's** consent to process certain categories of information (including sensitive information). Where **we** need such consent, **we** will ask for such consent from the **insured person**. The **insured person** is not obliged to give their consent and may withdraw their consent at any time. However, if the **insured person** does not give the required consent, or withdraws their consent, this may affect **our** ability to provide the insurance cover under this Policy or **our** ability to handle the **insured person's claims**.

The way insurance works means that the **insured person's** information may be shared with and used by several third parties in the insurance sector. These may include insurers, brokers, agents, loss adjusters, sub-contractors, regulators, law enforcement, fraud and crime detection and prevention agencies and compulsory insurance databases. **We** will only disclose the **insured person's** personal information to the extent required or permitted by law.

The **insured person** has the right to access the information **we** hold about them. If an **insured person** wishes to access that information, please contact **us** at DataPrivacy@EverestGlobal.com.

Note: please refer to the full version of **our** Data Privacy and Protection policy found at <https://www.everestglobal.com/gb-en/about-us/privacy/privacy-security-and-trust/privacy-notices-and-policies/gdpr-privacy-notice>.

Definitions

Where the following words appear in **bold** in this Policy they will have the meanings shown in the table below.

Unless the context otherwise clearly indicates, words used in the singular include the plural and the plural includes the singular.

TERM	DEFINITION
Accident, accidental, accidentally	A sudden, unexpected, involuntary and specific event, external to the body, which occurs at an identifiable time and place, limited to seventy two (72) consecutive hours.
Any and every occupation	The tasks, duties and other functions which the insured person is able to perform in connection with any gainful employment of any kind.
Benefit period	The maximum period that we will pay the weekly benefit for temporary total disablement under Section A1.2 or temporary partial disablement under Section A1.3 for any one (1) accident and any one (1) insured person or for the Sickpay benefit under Section C1.1 for any one (1) illness or accidental injury , after expiry of the waiting period or qualifying period . This is shown in the policy schedule .
Business	The activities of the policyholder as described in the policy schedule .
Capital benefits	Any one (1) of loss of limb, loss of hearing, loss of sight, loss of speech and permanent total disablement .
Child, children	An unmarried dependant of an insured person , including a natural, step or legally adopted child, who is <ul style="list-style-type: none"> a. under the age of eighteen (18) years, or twenty-three (23) years if enrolled for full-time study in a recognised institution of learning or higher learning; or b. has a disability that means the insured person receives a carer's benefit or allowance from the state.
Claim, claims	A request to avail the policyholder or insured person of the range of benefits that are available under this Policy.
Comatose state	A state of unconsciousness that persists for at least twenty-four (24) consecutive hours. This diagnosis must be supported by a medical practitioner with evidence of no response to external stimuli for at least twenty-four (24) consecutive hours.
Complete insanity	The permanent and incurable state of being seriously mentally ill.
Complete paralysis	The permanent , total and incurable paralysis of all four limbs.
Country of residence	The country where the insured person has their home .
Dental call-out fees	The fees associated with a dentist re-opening their practice outside of their normal opening times to provide necessary emergency dental treatment to an insured person .
Dental treatment	Treatment provided by a qualified dentist to teeth or supporting structures or damage to dentures whilst being worn including dental prescription charges directly as a result of accidental injury of an insured person .
Emergency dental treatment	Urgent treatment (including dental prescription charges) provided by a qualified dentist at the first emergency appointment for the relief of severe pain, to stop acute blood loss, to control acute infection or to prevent any other condition of the mouth which causes a severe threat to an insured person's health following accidental injury to an insured person's teeth or supporting structures.
Endorsement	An amendment that changes the terms or scope of this Policy.
Exposure	Exposure to the elements, which includes but is not limited to drought, heatwave, sandstorm and blizzard.
Hemiplegic	The permanent , total and incurable paralysis of one (1) side of the body, including both limbs.
Home	The insured person's single main place of residence as declared to the policyholder .
Hospital	An establishment legally constituted and registered as a facility for the care and treatment of sick and injured persons, holds a license as a hospital (if licensing is required in the state or government jurisdiction) and meets the following requirements:

	<p>a. operates primarily for the reception, medical care and treatment of sick, ailing or injured persons as inpatients;</p> <p>b. provides twenty-four (24) hours a day nursing services by registered graduate nurses;</p> <p>c. is supervised by a staff of medical practitioners; and</p> <p>d. maintains organized facilities for the medical diagnosis and treatment of such persons and provides (where appropriate) facilities for major surgery within the confines of the establishment or in facilities controlled by the establishment.</p> <p>It does not include the following:</p> <p>a. a clinic, nursing, rest or convalescent home, extended care facility or similar establishment;</p> <p>b. a place for or a special unit of a hospital used primarily for the treatment of alcoholism or drug addiction;</p> <p>c. a mental institution; an institution confined primarily to the treatment of psychiatric disease including sub-normally; the psychiatric department of a hospital; or</p> <p>d. a health hydro or nature cure or natural care clinic.</p>
Illness	Illness or disease not contracted from an injury .
Injury	A physical bodily injury sustained within twenty-four (24) months of and as a result of an accident or exposure which occurs solely, directly and independently of any other cause or causes. The injury and accident or exposure must occur during the policy period and to an insured person .
Insanity	The state of being seriously mentally ill as diagnosed by a medical practitioner .
Insured person	A person who meets the criteria specified for an insured person in the policy schedule and has been accepted onto this Policy by the policyholder .
Listed disablement, listed disability	A disablement listed under the table for Section A1.1 in the policy schedule which occurs as the result of an injury .
Loss of hearing	The permanent irrecoverable loss of hearing in one (1) or both ears, where the quietest sound that can be heard is louder than ninety-five (95) decibels when tested by a qualified audiologist.
Loss of limb	The permanent total functional disablement 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 ankle joint, or complete and permanent physical severance through or above all four (4) fingers at the metacarpal phalangeal joints or the level of the ankle.
Loss of sight	The loss of sight of one (1) eye is when the degree of sight remaining in one (1) eye after correction is 3/60 or less on the Snellen Scale and this is permanent . The loss of sight of both eyes is when an insured person is certified by a qualified ophthalmic specialist as severely sight impaired (blind) and as a result is registered as blind.
Loss of speech	The inability in articulating any three (3) of the four (4) sounds which contribute to the speech such as the labial sounds, the alveololabial sounds, the palatal sounds and the velar sounds or total loss of vocal cord or damage of speech center in the brain resulting in aphasia, all of which are permanent .
Medical expenses	The necessary and reasonable expenses incurred and paid to a medical practitioner, hospital and/or ambulance service provider for medical, surgical, X-ray, hospital or nursing treatment including the cost of medical supplies and ambulance hire.
Medical practitioner	<p>A registered and properly qualified medical practitioner licensed under any applicable laws and acting within the scope of their license and training.</p> <p>The attending medical practitioner cannot be:</p> <p>a. the insured person or the policyholder; or</p> <p>b. the agent, employee of the insured person or policyholder; or</p> <p>c. any relative of the insured person.</p>
Normal pregnancy symptoms	a. Any minor and/or temporary symptom(s) which normally occur during pregnancy or multiple pregnancies and do not represent a medical danger to the mother or baby and

	b. childbirth including medical or surgical assisted deliveries that don't cause medical complications.
Operative time	The period of time and circumstances during which cover under this Policy is effective within the policy period as shown in the policy schedule .
Oral cancer	Cancer that develops in any part of the insured person's mouth (oral cavity) including the throat and is diagnosed during the policy period .
Paraplegia, paraplegic	The permanent , total and incurable paralysis of the lower half of the body, including both limbs.
Partner	A person who is an insured person's spouse or partner with whom the insured person has continuously lived for a minimum of three (3) months immediately prior.
Permanent, permanently	Lasting twelve (12) consecutive months from the date of the injury and at the expiry of the twelve (12) months period, being beyond any hope of improvement as certified by a medical practitioner for the remainder of an insured person's life.
Permanent total disablement, permanent total disablement from any and every occupation, permanent total disablement from usual occupation	<p>Permanent total disablement means total and permanent disablement which will, in all probability, mean that the insured person will be entirely prevented from engaging in:</p> <ul style="list-style-type: none"> a) any and every occupation (called permanent total disablement from any and every occupation); or b) their usual occupational duties (called permanent total disablement from usual occupation). <p>The type of permanent total disablement an insured person is covered for under this Policy will clearly be stated in the policy schedule.</p> <p>Permanent total disablement does not include loss of limb, loss of hearing, loss of sight, loss of speech, complete paralysis or complete insanity.</p>
Policy period	The period of insurance between the dates specified in the policy schedule .
Policy schedule	The document we issued after this insurance Policy was purchased. It contains the Policy details such as the policy period, operative time, insured persons , the sum insured, conditions and endorsements .
Policyholder	The legal entity or organization named on the policy schedule .
Premium	Money to be paid for this insurance contract by the policyholder or insured person , the amount of which is stated in the policy schedule , or any endorsements attached.
Quadriplegia, quadriplegic	The permanent , total and incurable paralysis of all four (4) limbs.
Qualified dentist	<p>A registered and properly qualified dental practitioner licensed under any applicable laws and acting within the scope of their license and training.</p> <p>The attending qualified dentist cannot be:</p> <ul style="list-style-type: none"> a. the insured person or the policyholder; or b. the agent, employee of the insured person or policyholder; or c. any relative of the insured person.
Qualifying period	To meet the qualifying period an insured person has to have been placed on half pay, nil pay or reduced pay in accordance with Regulation 28 of the Police Regulations 2003 as a result of the same accidental injury or illness for a minimum of one hundred and eighty-two (182) days (not necessarily consecutively) within the prior twelve (12) month period.
Rehabilitation expenses	The expenses incurred to enable the insured person to retrain in an alternative occupation within the same company or improve their way of life whilst still employed at the company. These can include but aren't limited to consultations, diagnostics, physiotherapy, and assistance.
Relative	The insured person's aunt, brother, child , next of kin, grandchild, grandparent, nephew, niece, parent, partner , sister or uncle, or any corresponding in-laws.
Salary	The wages or salary payable by the policyholder to the insured person for duties set out in their employment contract, taking into consideration fluctuations, bonus, overtime, wage increases or commissions, and excluding deductions paid by the insured person . This will be calculated

	using the twelve (12) month period (or total shorter period if the insured person has been employed for a duration shorter than this) prior to an accident .
Secondment	The temporary transfer for a specified time of an insured person to live and work outside of their country of residence .
Technical flight officer	Insured person's involved in helicopter or fixed wing aircraft aerial observation and navigation in the course of their contract of employment with the policyholder . This excludes the operation of any control equipment or piloting.
Temporary disablement partial	Disablement which prevents the insured person from carrying out a substantial part of their usual occupation for the policyholder .
Temporary disablement total	Disablement which prevents the insured person totally and continuously from carrying out all parts of their usual occupation for the policyholder . This includes post-traumatic stress disorder if it occurs as the result of an identifiable single incident which is documented in police records and which prevents the insured person from returning in any capacity to their normal duties immediately after occurring.
Triplegia, triplegic	The permanent , total and incurable paralysis of three (3) limbs.
United Kingdom	England, Scotland, Wales, Northern Ireland and the Isle of Man.
Unsociable hours	Shift hours commencing at or after 20:00 hours and ending at or before 06:00 hours.
Usual occupation, usual occupational	The tasks, duties and other functions which the insured person normally performs in connection with their occupation.
Waiting period	The number of consecutive calendar days at the beginning of a period of temporary total disablement or temporary partial disablement under Section A1.2 or A1.3 or of unsociable hours benefit under Section C1.2 for which benefits are not payable, as shown in the policy schedule .
War	War, invasion, hostilities, acts of foreign enemies, civil war, rebellion, insurrection, military or usurped power or martial law or confiscation by order of any Government or public authority, whether war be declared or not.
We, our or us	The insurer named in the policy schedule .
Weekly wage	The average gross weekly amount normally payable (or for salaried individuals 1/52 nd of their salary) by the policyholder to the insured person as a wage or salary , for duties set out in their employment contract, taking into consideration fluctuations, bonus, overtime, wage increases or commissions, and excluding deductions paid by the insured person . This will be calculated using the twelve (12) week period (or total shorter period if the insured person has been employed for a duration shorter than this) prior to an accident .
Working day	Each complete day that an insured person would normally have been carrying out their usual occupation had it not been for an injury or illness .