

# **GROUP LIFE POLICY**

**POLICY NUMBER SL03000106  
MERSEYSIDE POLICE FEDERATION GROUP INSURANCE SCHEME  
(SERVING OFFICERS)**

**WHEREAS the Proposal and Declaration specified in Part I of the Schedule have been made by the Grantees named in that Schedule to Sterling Life Limited (hereinafter called the 'Company') whose Registered Office is at Ambassador House, Paradise Road, Richmond upon Thames, Surrey, TW9 1SQ.**

**Now this Policy witnesseth and it is hereby agreed and declared as follows:-**

**The Company will pay to the Grantees on proof of identity and age of the Member or Members the appropriate benefits as and when the same shall fall due in accordance with the terms and conditions of the Schedule subject only to payment of the appropriate premiums as therein specified and to the General Conditions and to any Memorandum enclosed herein.**

**The Grantees shall hold this Policy and all benefits payable hereunder upon the trusts declared in Part II of the Schedule and shall have no beneficial interest hereunder. Provided that the Grantees before making any payment of such benefit shall be entitled to deduct therefrom any Tax or Duty assessed on such benefit for which the Grantees may be accountable.**

**All monies payable under this Policy to or by the Company shall be made at its address at Ambassador House, Paradise Road, Richmond upon Thames, Surrey, TW9 1SQ or such other address as the Company may have notified to the Grantees.**

**The aforementioned Proposal and Declaration made by the Grantees are to be deemed part of this Policy and the basis of the contract between the Grantees and the Company. The Schedule and General Conditions attached hereto shall form part of and be incorporated in this Policy.**

**The Grantees and the Company recognise the applicability of the laws for the time being in force in England and Wales and the exclusive competence of the Courts of England and Wales.**

**Witness my hand in Richmond upon Thames this Fourth day of May in the year Two thousand and Six.**

**Ex'd**

**Authorised Officer**

**Notices affecting this Policy must be sent to the Company's Office at  
Ambassador House, Paradise Road, Richmond upon Thames, Surrey, TW9 1SQ  
or such other address as may have notified to the Grantees.**

## **GENERAL CONDITIONS**

### **1. PERIOD OF POLICY**

Subject to the provisions of these General Conditions this Policy shall continue for a period of two years from the Commencing Date and shall thereafter be renewable annually at the option of the Grantees.

### **2. PAYMENT OF PREMIUMS**

Thirty days of grace shall be allowed for the payment of any premium and if any claim arises hereunder during that period no amount shall become due in respect of such claim until the premium is paid.

### **3. AMENDMENT OF POLICY**

Upon giving to the Grantees two months' previous notice in writing expiring on 31 March 2008 or any subsequent Renewal Date the Company may vary the terms and provisions of this Policy (including the General Conditions, the Schedule and the Table) in respect of all benefits to be purchased hereunder.

### **4. COMMENCEMENT AND CESSATION OF MEMBERSHIP**

The date upon which a Member's membership of the Scheme shall commence shall be:-

- i) As from the Commencing Date if he is on that date an Eligible Employee;  
  
or
- ii) In all other cases as from the earlier of the first date on which he is an Eligible Employee;  
  
or
- iii) The date on which he is deemed to be an Eligible Employee upon the Authority waiving the qualification of age or any other qualification.

A Member's membership of the Scheme shall cease forthwith on his ceasing to be an Eligible Employee.

### **5. COMMENCEMENT OF ASSURANCE**

The assurance of a Member shall commence on the later of the commencement of his membership of the Scheme and the acceptance of his assurance by the Company as hereinafter described.

6. **ACCEPTANCE OF ASSURANCE**

The Company shall accept the assurance of a Member on the date upon which his membership of the Scheme commences pursuant to General Condition 4 provided that the individual life assurance benefit in respect of each Member shall be limited to the amount specified in or pursuant to Table A or such other amount as previously confirmed by the Company.

7. **ALTERATION IN LIFE ASSURANCE BENEFIT**

Any alteration in benefits agreed by the Company as referred to in General Condition 11 shall for the purpose of this Policy take effect on the day on which the alteration is effective under the Scheme Rules.

8. **TERMINATION OF ASSURANCE**

The assurance of a Member shall immediately terminate upon the happening of any one of the following events:-

i) Discontinuance of payment of premiums whether generally or in relation to that Member including discontinuance of payment of premiums as referred to in General Condition 9;

or

ii) The Member ceasing to be an Eligible Employee;

or

iii) The Member ceasing to be deemed to be in service on the expiry of the period of permitted absence from work as defined in General Condition 9 hereof.

9. **TEMPORARY ABSENCE**

A Member who is absent from work may for the purpose of this Policy be deemed to continue in Service until the expiry of the period defined below. During such period of absence the Grantees may elect whether or not to continue his benefit by payment of premiums.

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 secondment to another Police Force in the United Kingdom;

or

- ii) Twelve consecutive months, from the first date of absence, if due to any other cause.

If payment of premiums has been discontinued during any such period of temporary absence then the benefit of the Member may be recommenced without evidence of health following the completion by him of two consecutive calendar months without absence in his ordinary occupation after his return to work. For these purposes "ordinary occupation" means the occupation followed by the Member immediately prior to the commencement of his temporary absence.

**10. PROVISION OF NECESSARY INFORMATION**

The Grantees shall furnish to the Company all such data, information and evidence as may from time to time be in its possession in relation to the Scheme, any Member or the happening of any event affecting or relating to the benefit of any Member under this Policy and the Company shall be entitled to rely upon data, information or evidence so furnished.

**11. SCHEME ALTERATIONS**

Any alteration in the Scheme Rules shall not operate to alter the terms of this Policy unless and until the Company shall have agreed in writing to such alteration.

**12. SURRENDER VALUE**

This Policy shall have no surrender value.

**13. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

All Third Party Rights granted by the Contracts (Rights of Third Parties) Act 1999 are excluded from this Policy.

**THE SCHEDULE**  
**PART I: DEFINITIONS**

In this Policy where the context so admits the masculine shall include the feminine and the singular the plural and the following expressions shall have the following meanings:

**GRANTEES**

The Trustees of the Merseyside Police Federation Group Insurance Scheme and shall include any person, persons or organisation who or which with the approval in writing of the Company and the consent of the Grantees agrees to take the place of and become the Grantees and to accept the provisions of this Policy.

**PROPOSAL AND DECLARATION**

The Sixth day of February in the year Two thousand and six.

**COMMENCING DATE**

The First day of April in the year Two thousand and six.

**RENEWAL DATES**

The First day of April in the year Two thousand and seven and in each subsequent year.

**MAXIMUM LIABILITY LIMIT**

An aggregate limit of £20,000,000 (Twenty Million Pounds Sterling).

**POLICYHOLDER GROUP**

The companies, entities, partnerships or pension fund trustees which are all part of the same group of companies, entities, partnerships or pension fund trustees as the Employer during the period of this Policy which includes but is not limited to the Employer and its associated, subsidiary or affiliated companies, entities or partnership and any pension fund trustees associated with the Employer that may exist from time to time.

**CATASTROPHE**

One originating cause, event or occurrence or a series of related originating causes, events of occurrences, which results in more than one death, irrespective of the period of time or area over which such originating causes, events or occurrences take place. The Company shall be the sole judge as to what constitutes a catastrophe.

**SCHEME**

The Merseyside Police Federation Group Insurance Scheme assured by this Policy.

**AUTHORITY**

Merseyside Police.

**ELIGIBLE EMPLOYEES**

All present and future employees in the service of the Authority who are aged not less than 16 years and not more than 64 years and until they attain age 65 years.

**MEMBERS**

All Eligible Employees whose membership of the Scheme has commenced as referred in General Condition 4.

**TABLES**

The Tables (A.B.) attached hereto.

**PREMIUMS**

The premiums in respect of the benefits granted hereunder and calculated and payable in accordance with Part III of the Schedule and the Tables.

**POLICY YEAR**

Any period of twelve consecutive months commencing on the Commencing Date or on any Renewal Date.

**SCHEME RULES**

The Rules of the Merseyside Police Federation Group Insurance Scheme assured by this Policy.

**SERVICE** shall, in relation to any Member, mean that the Member remains an employee of the Authority and is carrying out his occupation notwithstanding that he may at any relevant time be absent from work for any reason subject in the case of absence due to sickness or injury to General Condition 9.

**DEPENDANT CHILD(REN)**

Means the legal issue or adopted child(ren) of a Member where the child is aged not less than six months and not more than 17 years at the date of his death.

**NORMAL RETIREMENT AGE**

The 65<sup>th</sup> Birthday.

**THE SCHEDULE**  
**PART II: LIFE ASSURANCE BENEFIT**

**AMOUNT**

1. The benefit appropriate to a Member assured hereunder at the date of his death shall be determined in accordance with Table A.
2. The maximum aggregate liability of the Company to a Policyholder Group for a death or a series of deaths (irrespective of the date or place of death) attributable directly or indirectly to a Catastrophe shall be the Maximum Liability Limit.
3. Allocation of benefits for a Policyholder Group resulting from the death or a series of deaths attributable directly or indirectly to a Catastrophe and thus subject to the Maximum Liability Limit, shall be in the chronological order of the dates upon which written notification of each death claim is received by the Company provided always that the Company's liability in respect of all such claims under the Policyholder Group shall not exceed the Maximum Liability Limit.

In so far as more than one such written notification is received by the Company on the same day and in a total amount that would cause the maximum Liability Limit to be exceeded, the Company shall be entitled in its sole discretion to pay such claims on a reduced pro-rata basis according to the remaining balance of the Maximum Liability Limit such that the Company's total liability for such claims under the Policyholder Group shall not exceed the Maximum Liability Limit.

4. If the Maximum Liability Limit is reached (as set out in paragraph 2 above), the Company will pay the total amount (£20,000,000) to the Grantees of the Policyholder Group and the Grantees will be responsible for distributing benefits in accordance with paragraph 3 above.

**WHEN PAYABLE**

On the death of a Member while assured hereunder upon the Company being satisfied that the deceased was at the date of his death a Member in Service or deemed to be in service as provided for in Clause 9 of the General Conditions.

**TO WHOM PAYABLE**

The Grantees in trust for the benefit of such one or more persons and in such shares and in such manner as the Grantees in their absolute discretion shall decide in accordance with the terms of the Scheme Rules.

**THE SCHEDULE**  
**PART III: PREMIUMS**

**AMOUNT AND PAYMENT OF PREMIUMS**

On the expiry of each Calendar Month the Grantees shall pay the amount of premiums due for the preceding Calendar Month being the aggregate of premiums in respect of all Members ascertained in accordance with Table B to purchase for the preceding Calendar Month the benefits in respect of the then members in accordance with Table A.

**TABLE A**  
**LIFE ASSURANCE BENEFIT**

The Life Assurance Benefit in the case of all Serving Officers is an amount equal to £75,000, in the case of all Probationers is an amount equal to £30,000 and in the case of all Dependant Children is an amount equal to £1,000.

**TABLE B**  
**LIFE ASSURANCE PREMIUM**

The Life Assurance Premium in the case of all Serving Officers is an amount equal to £6.50 per lunar month and in the case of all Probationers is an amount equal to £1.54 per lunar month.