

Income Protection Plan

Introduction

This booklet and *schedule* is issued by *us* as evidence of the Income Protection Plan contract (the “*policy*”) between *you*, the *insured person*, and *us*, *the Society*. This booklet, including the “Table of Benefits” (part 5.2), the *schedule* (inside back cover), and any endorsements all form part of the *policy*. As it is an important document, *you* should keep it in a safe place.

This booklet states *your* rights and obligations under the *policy*. The *schedule* on the inside back cover shows the details of the *policy* that relate directly to *you*.

In return for the payment by *you* of regular *premiums* to *us*, this *policy* provides for the payment by *us* to *you* of the benefits shown in part 5.2 providing the entitlement conditions in part 5.1 are satisfied, subject to all the terms and conditions shown below and in the *schedule* and in any endorsements.

We rely on the information provided on *your* application (see part 4) being materially correct. *You* should not assume that *we* would seek medical corroboration. *We* retain a copy of *your* application and *you* may ask *us* to provide a copy.

If any changes occur, or have occurred, in the facts given by *you* between the date on which *you* completed the application form and the date on which *your* cover under the Income Protection Plan becomes effective, *you* should inform *us* immediately.

Please read through this document and the other material enclosed. If there is anything that is unclear or incorrect please contact *us* and we will be happy to rectify matters.

Words in italics are defined in part 19.

Part 1 – Eligibility

You are eligible for this *policy* if *you* are, both at the time of signing the application and at the subsequent commencement of cover under this *policy*:

- 1.1 a serving officer or member of police staff of any police service in England or Wales,
- 1.2 engaged in the *full duties* appropriate to *your* current rank or grade as laid down by the said police service,
- 1.3 not under any criminal, civil or disciplinary investigation, and
- 1.4 under age 50.

Part 2 - Premiums

- 2.1 **When.** The *premiums* shown in the *schedule* fall due on the first day of each calendar month. The first *premium* is due on the first day of the month shown as “month of first collection” in the *schedule*.
- 2.2 **Not payable during claim.** All *premiums* falling due whilst benefit is being paid are waived.
- 2.2 **How.** *Premiums* are collected monthly, by salary deduction, Direct Debit, or other method agreed between *us* and *you*, as soon as practicable after the due day each month.
- 2.3 **Amount.** The level of *premiums* will be reviewed from time to time and if it should be necessary to alter them, *we* will advise *you* before such changes are implemented. Premiums will be adjusted if *your* smoking status changes. See also parts 5.4, 9 and 13.
- 2.4 **Arrears.** If any of the *premiums* are not paid, *you* will not be entitled to make a claim or receive any benefits, and *we* will cancel any *policy* on which the *premium* is more than 30 days (60 days where *premiums* are collected by salary deduction) overdue.
- 2.5 **Insurance Premium Tax (IPT).** *Premiums* are currently not subject to IPT.

Part 3 – Alterations

None of *our* employees or intermediaries are entitled to make any alteration or amendments to the terms of this *policy* unless it is made in writing and signed by *us*. Any oral representation made by any of *our* employees or intermediaries will not act to override, waive or change any of the written terms and conditions unless it is confirmed in writing by *us*.

Part 4 – Application

- 4.1 You must complete an application form and ensure that the information *you* give to *us* is truthful, complete and up to date.
- 4.2 We are entitled to refuse to accept any person as an *insured person* without giving a reason. We may require *you* to submit a medical report in respect of *your* application.
- 4.3 We may impose special terms including, but not limited to the following:
- Exclusions of specific medical conditions
 - Restrictions of particular benefits
 - Increased premium.
- We will confirm any such special terms to *you* in writing, and they will be shown in the “Endorsements” section of the *schedule* on the inside back cover.
- 4.4 If *you* wish to reinstate *your policy* following termination (see part 8), *you* will be required to complete a new application form and we may impose different terms to those previously offered. We may, at *our* discretion, allow reinstatement upon receipt of a declaration of good health, and payment of the outstanding *premiums*.

Part 5 - Benefits

- 5.1 **Entitlement.** On the occurrence of any event listed in the Table of Benefits (part 5.2) below the appropriate benefit shown in that Table will become payable. “Half pay” lump sum is still payable even if you go straight to “no pay” or medical retirement, and “no pay” lump sum is still payable even if you go straight to medical retirement. Monthly benefits and “half pay” and “no pay” lump sums will only be payable while *you* are *incapacitated* and *your* pay is reduced, and will cease if the *policy* terminates (see part 8) or if:-
- a) *you* return to *your* occupation as a serving police Officer or member of police staff, or
 - b) *you* are no longer *incapacitated*, or
 - c) *you* are no longer eligible (except by way of means test) for State Employment and Support Allowance (or its equivalent at the time) after 12 months’ payment of “no pay” benefit or following medical retirement, or
 - d) having been medically retired, *you* then obtain full-time permanent paid employment.

If, whilst claiming or following a claim, *you* are reinstated to police service, or to half or full pay, and this is backdated to include a period where you were claiming benefit we will appropriately adjust and/or reclaim any regular monthly benefits already paid to *you*, but we would not seek to reclaim any of the lump sums shown in the Table of Benefits (part 5.2).

5.2 Table of Benefits.

Event	Benefit Received
Reduction ¹ to: half <i>pensionable pay</i>	Regular payments of 40% of:- <i>your monthly insured earnings less any other insured benefits to which you are entitled.</i>
Reduction ¹ to: no <i>pensionable pay</i> or Pension Rate	Regular payments of 60% of:- <i>your monthly insured earnings less any other insured benefits to which you are entitled.</i> Payments will cease after 2 years, without prejudice to <i>your</i> entitlement to medical retirement benefit.
Return to police work	If <i>you</i> return to police work, and we had reduced <i>your</i> Monthly Benefit because <i>you</i> were also receiving <i>insured benefits</i> under the Federation's Regulation 28 Policy, we will give <i>you</i> back the accumulated reduction as a lump sum.
Medical retirement (NOT due to <i>mental or nervous conditions</i>)	50% of:- <i>Insured earnings less: any Ill Health Pension Entitlement, and any other insured benefits or earnings to which you are entitled.</i>
Obtaining paid employment following medical retirement	A lump sum ² of 2 months' <i>insured earnings</i> . Provided <i>your</i> claim has otherwise ceased, the lump sum will be increased where applicable to ensure that <i>your</i> total medical retirement benefits do not fall below 6 months' insured earnings.
Diagnosis of a specified critical illness as detailed in part 7	A single lump sum payment of 6 months' <i>insured earnings</i> .

¹ All references to reduction in pay mean reduction as a result of the application of Regulation 28 of the Police Regulations 2003 or police staff Attendance Management Policy, or their equivalent at the time of payment of benefit.

² Paid pro-rata in respect of part-time work, and paid monthly over a maximum of 12 months (at a rate of $\frac{1}{12}$ per month) in respect of temporary work.

5.3 Deferred Period. Benefits (except critical illness benefit – see part 7.1) will not become payable until the expiry of a minimum period of six months' *incapacity*. This may be six months of continuous *incapacity* or a cumulative total of six months' *incapacity* in any one twelve month period. If within six months of a return to any police duties, *you* are again *incapacitated* from the same or related cause, benefit will become payable without any further deferred period, subject to the other provisions of this part.

Periods of absence prior to the commencement of cover under this *policy* (shown as "Cover Date" in the *schedule* on page 19) do not qualify towards any period for which benefit might otherwise become payable.

5.4 **Insured Earnings.** In the event of a claim under this *policy* the *insured earnings* will be fixed for the duration of the claim at the date such benefit first becomes due at *your* then *pensionable pay* or *insured earnings*, whichever is lower; however all other *insured benefits and earnings* (to be deducted when calculating each month's amount payable) will be applied at their actual level on the due date of that month's payment. We will disregard any benefits to the extent that they relate to inflation awards or increases in pension entitlements made after the time of medical retirement.

5.4.1 **Automatic Increase in Insured Earnings (police officers).** The *insured earnings* under this *policy* will increase automatically each year in line with increases in basic *pensionable pay* as notified by the Secretary of State. The monthly *premium* payable will increase by the same percentage as the percentage increase in *insured earnings*. Where we have a record of *your* joining and/or promotion date we will also increase *your insured earnings* and *premium* in line with the annual increment applicable to *your* salary scale rank and years of service. Any automatic increase to *insured earnings* implemented whilst *you* are *incapacitated* will be subject to reversal by *us*. (For change of rank see part 9)

5.4.2 **Increases in Insured Earnings (police staff).** The *insured earnings* under this *policy* will NOT increase automatically. To avoid being underinsured or overinsured, we recommend that *you* advise *us* of any changes to *your pensionable pay* (by way of annual increases, increments, promotions and demotions).

Part 6 – Exclusions

We will not pay any claim under this *policy* if the *incapacity* or critical illness is caused, or contributed to, directly or indirectly, by any of the following:-

- 6.1 **War and civil commotion** - War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, riot or civil commotion, terrorism, rebellion, revolution, insurrection or military or usurped power.
- 6.2 **Hazardous sports and pastimes** - Taking part in (or practising for) boxing, caving, climbing, horse-racing, jet skiing, martial arts, mountaineering, off-piste skiing, pot-holing, power-boat racing, solo under-water diving (more than 50m deep), yacht racing or any race, trial or timed motor sport.
- 6.3 **Flying** - Taking part in any flying activity, other than as a passenger in a commercially licensed aircraft.
- 6.4 **CBRN** - Chemical, biological, radioactive or nuclear contamination.
- 6.5 **Danger** - Deliberate exposure to exceptional danger (**except in an attempt to save human life**).

The exclusions listed above do **NOT** apply (i.e. **there is full cover**) where such events occur as part of *your* police duties.

The exclusions listed below apply at all times.

- 6.6 **Alcohol or drug abuse** - Inappropriate use of alcohol, solvents or drugs, or *your* own neglect, including but not limited to the following:
- consuming too much alcohol,
 - taking an overdose of drugs, whether lawfully prescribed or otherwise,
 - taking controlled drugs (as defined by the Misuse of Drugs Act 1971) otherwise than in accordance with a lawful prescription.
- 6.7 **Criminal acts** - Taking part in a criminal act.
- 6.8 **Self-inflicted injury** - Intentional self-inflicted injury whilst sane or insane.
- 6.9 **Failure to follow medical advice** - Unreasonable failure to seek or follow medical advice by an attending physician (or, in the case of *incapacity* benefits, where *your* actions are delaying the process of recovery).
- 6.10 **Military Service** - *Your* engaging in, taking part in or practising for naval, military or air force service (including Territorial Army).
- 6.11 **Pregnancy** - Pregnancy or childbirth (subject to the provisions of part 11).
- 6.12 **HIV** - Infection by Human Immunodeficiency Virus; except where such infection was a result of: a blood transfusion given as part of medical treatment, a physical assault, or an incident occurring during the course of performing *your* normal police duties, after the start of the *policy* and satisfying all of the following:-
- a) the incident must have been reported to appropriate authorities and investigated in accordance with the established procedures,
 - b) where HIV infection is caught through a physical assault or as a result of an incident occurring during the course of performing *your* normal police duties, the incident must be supported by a negative HIV antibody test taken within 5 days of the incident, and
 - c) there must be a further HIV test within 12 months confirming the presence of HIV or antibodies to the virus.
- HIV infection resulting from any other means, including sexual activity or drug abuse, is excluded.
- 6.13 **Pre-existing conditions** - Any physical defect, infirmity, medical condition or chronic or recurring illness which existed prior to the commencement of this *policy* unless the condition has been notified to and accepted by *us*.
- 6.14 **Mental or Nervous Conditions** - In the event of medical retirement, any *mental or nervous condition* as defined in part 19; this includes the consequences of any surgery *you* undergo for psychological reasons.

Part 7 – Critical Illness

- 7.1 The lump sum critical illness benefit detailed in part 5.2 (table of benefits) is payable on diagnosis of one of the critical illnesses defined in part 7.3 below and survival of at least 28 days. **We only** cover the critical illnesses we define in 7.3 below and no others. Payment of benefit is subject to part 6 (exclusions) and part 14 (conditions). Critical illness benefit is payable once only during the life of the *policy*.
- 7.2 All diagnoses and medical opinions must be given by a medical specialist who:
- is a consultant at a hospital in the *UK*;
 - is acceptable to *us*; and
 - is a specialist in an area of medicine appropriate to the cause of the claim.
- 7.3 **Critical illnesses covered are as follows and no others:**
- 7.3.1 **Cancer** - 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 either 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).
- 7.3.2 **Coronary artery by-pass grafts** - 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.

- 7.3.3 **Heart attack** - 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, and
 - the characteristic rise of cardiac enzymes or Troponins recorded at the following levels or higher:
 - Troponin T > 1.0 ng/ml
 - AccuTnl > 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.

- 7.3.4 **HIV infection** - Infection by Human Immunodeficiency Virus resulting from a blood transfusion given as part of medical treatment, a physical assault, or an incident occurring during the course of performing *your* normal 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 established procedures,
- where HIV infection is caught through a physical assault or as a result of an incident occurring during the course of performing *your* normal duties of employment, the incident must be supported by a negative HIV antibody test taken within 5 days of the incident, and
- there must be a further HIV test within 12 months confirming the presence of HIV or antibodies to the virus.

- 7.3.5 **Kidney failure** - Chronic and end stage failure of both kidneys to function, as a result of which regular dialysis is necessary.

- 7.3.6 **Major organ transplant** - 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.

- 7.3.7 **Stroke** - 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.

- 7.3.8 **Terminal illness** - 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, the illness is expected to lead to death within 12 months.

- 7.3.9 **Third degree burns** - 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.

Part 8 – Termination

- 8.1 The *policy* and all cover under it ceases immediately on the happening of any of the following; no further *premiums* fall due, no further benefits are payable and any monthly benefits in payment cease on that date:
- 8.1.1 *your* death,
 - 8.1.2 *your* 60th birthday,
 - 8.1.3 *you* leave the police service for any reason (including a *career break*) other than medical retirement,
 - 8.1.4 *premiums* falling more than 30 days in arrears, or 60 days where *premiums* are collected by salary deduction
 - 8.1.5 *living abroad*.
- 8.2 *You* may cancel this *policy* at any time. Cancellation will become effective, the *policy* and all cover under it will cease, and no further *premiums* will fall due, at the end of the month in which *your* written instructions are received.
- 8.3 *We* may cancel the *policy*, and all *premiums* already paid will be forfeit, if *you* make any untrue statements, act fraudulently or misrepresent any fact deliberately or recklessly, in connection with the issue of the *policy*, its continuance or any claim.
- 8.4 If *you* break any of the terms of the *policy*, make, or attempt to make, any dishonest application or claim, *we* will be entitled to:
- Refuse to pay any benefits
 - Terminate *your policy* immediately.

Part 9 – Change of Rank or Grade

You should notify *us* in writing of any promotion or demotion whether permanent or temporary *you* receive within the police service so that *our* records can be amended and the correct *insured earnings* and level of *premium* applied. If *we* become aware of any promotion or demotion not already advised to *us*, *we* will automatically apply the appropriate increase or decrease to *your insured earnings* and level of *premium*. *We* will not increase or decrease *your insured earnings* whilst *you* are *incapacitated*.

Part 10 - Transfer To Another Police Service

This *policy* will continue to provide cover if *you* transfer to another police service in England or Wales, subject always to prior written notification by *you* to *us* and arrangements to *our* satisfaction being made for the continuation of the payment of the *premium*.

Part 11 - Pregnancy

Complications arising from pregnancy, as diagnosed by a doctor, or consultant who specialises in obstetrics, are covered from the date of diagnosis.

Part 12 – How to Make a Claim

Benefits under this *policy* are only payable while *you* are *incapacitated* as defined in part 19, or on diagnosis of a critical illness listed in part 7.

CLAIMS FOR BENEFITS OTHER THAN CRITICAL ILLNESS

- 12.1 **Medical care:** On becoming *incapacitated* *you* must as early as possible place yourself under the care of a duly qualified medical practitioner whose advice *you* must follow.
- 12.2 **Notice of potential claim:** *You* should give *us* written notice of any *bodily injury* or illness which caused or may cause *incapacity*, not later than 2 months before the end of the deferred period (see part 5.3), whether this is continuous or cumulative, to avoid delays in payment of benefit.
- 12.3 **Claim form:** To make a claim *you* must complete the appropriate claim form. Please contact *us* by telephone on 01689 891454 and we will supply the relevant forms and any other information *you* need.
- 12.4 **Other documents:** In addition to a completed claim form, *we* will or may require some or all of the following documents before considering a claim:
- bank details for receipt of benefit;
 - consent form to obtain medical reports from *your* GP and other health professionals, and *your* police service Occupational Health file;
 - official letter advising *you* of *your* pay reduction or medical retirement;
 - all payslips including subsequent where *your* pay has been reduced;
 - current and subsequent medical certificates;
 - any DWP correspondence regarding payment of State benefits;
 - details of any other policies or schemes from which *you* are or will be claiming benefit whilst *you* are unable to work;
 - notice of *Ill Health Pension entitlement* from Pensions Branch.

This list is not exhaustive and *we* may require other or further evidence at the beginning of a claim or at any time during a claim.

- 12.5 **Proof of loss:** *You* must provide written proof of pay reduction or medical retirement following *incapacity* to *us* as soon as possible and in any event within 30 days of *you* receiving such notice, unless it was not reasonably possible to give proof within such time, if *you* then provide such proof as soon as reasonably possible but in no event later than one year from the time proof is required, except in the absence of legal capacity.
- 12.6 **Evidence:** All medical certificates, information and evidence to support a claim or an endorsement review must be provided at *your* expense unless otherwise agreed by *us*, and in a form acceptable to *us*. *You* must, as often as may be required, submit to a medical examination at *our* expense.

- 12.7 **Payment of claims:** All benefits will be payable direct to *you*, unless legally assigned. Such benefits are payable monthly in arrears, on such days of the month as *we* will in *our* discretion determine. A proportionate payment is payable for any part month during which *you* are *incapacitated*. Under current legislation all benefits from this *policy* are free from *UK* income tax.
- 12.8 **Other employment:** During any period following medical retirement for which benefit is being claimed *you* must make all reasonable efforts to obtain and remain in paid employment, subject to any physical limitations imposed by the condition causing medical retirement. *You* must, as often as may be required and, in a form acceptable to *us*, provide information and evidence to demonstrate compliance with this condition.
- 12.9 **Medical examinations:** All medical records, notes, and correspondence referring to a claim or any physical defect, infirmity, medical condition or chronic or recurring illness which existed prior to the claim arising must be made available on request to any medical adviser appointed by *us* or on *our* behalf and that such medical adviser or advisers will for the purpose of reviewing the claim be allowed so often as may be deemed necessary to make examination of *you*, possibly by way of a home visit.

CLAIMS FOR CRITICAL ILLNESS BENEFITS

- 12.10 **Notice of potential claim:** *You* should give *us* written notice of any critical illness as soon as possible, not later than one year after initial diagnosis.
- 12.11 **Claim form:** To make a claim *you* must complete the appropriate claim form. Please contact *us* by telephone on 01689 891454 and *we* will supply the relevant forms and any other information *you* need.
- 12.12 **Other documents:** In addition to a completed claim form, *we* will or may require some or all of the following documents before considering a claim:
- consent form to obtain medical reports from *your* GP and other health professionals, and *your* police service Occupational Health file;
 - payslips;
 - current and subsequent medical certificates;
- This list is not exhaustive and *we* may require other or further evidence.
- 12.13 **Evidence:** All medical certificates, information and evidence to support a claim or an endorsement review must be provided at *your* expense unless otherwise agreed by *us*, and in a form acceptable to *us*. *You* must, as often as may be required, submit to a medical examination at *our* expense.
- 12.14 **Payment of claims:** All benefits will be payable direct to *you*. Under current legislation all benefits from this *policy* are free from *UK* income tax.
- 12.15 **Medical records:** All medical records, notes, and correspondence referring to a claim or any physical defect, infirmity, medical condition or chronic or recurring illness which existed prior to the claim arising must be made available on request to any medical adviser appointed by *us* or on *our* behalf.

Part 13 – Policy Reviews

- 13.1 From time to time we will review the level of *premiums* charged and the cover provided. This will be in the light of relevant factors such as:
1. changes in medical practice and procedures,
 2. the nature, extent and cost of claims made, and
 3. *our* administration expenses.
- 13.2 Any changes will be advised to *you* before they come into force.
- 13.3 We will keep the list of Critical Illnesses (part 7.3) under review taking into account guidelines published by the Association of British Insurers.

Part 14 – Conditions

- 14.1 This *policy* covers *you* anywhere in the world provided that you are not *living abroad* and any medical evidence required by *us* must be from a medical facility approved by *us*.
- 14.2 Changes in Law or Regulations: We reserve the right to effect amendments made necessary to comply with changes to *UK* law or any Regulations affecting the conditions of service of police officers or police staff.
- 14.3 Other Cover: This *policy* is issued on the condition that *you* have no other similar insurance, except as declared to and accepted by *us* at inception or agreed by *us* during the period of this insurance.

Part 15 - Law and Currency

The law of England will apply to this *policy*. All payments to *us* and by *us* will be in the *UK* in sterling.

Part 16 - Membership

This *policy*, while it is in force, confers membership of *the Society* on *you*. For full details, please refer to *our* rules (see part 17 below).

Part 17 - Rules

You will find *our* rules on *our* website, or *you* may obtain a free copy of *our* rules on application to *us*.

Part 18 - Complaints

If *you* wish to complain about any aspect of the service *you* have received, in the first instance *you* should contact the Metropolitan Police Friendly Society Ltd. If the complaint is not dealt with to *your* satisfaction *you* may contact the Financial Ombudsman Service, Exchange Tower, London, E14 9SR www.financial-ombudsman.org.uk

Part 19 - Definitions

Where the following words or expressions appear in this document, they have the specific meaning set out below. To help *you* identify these words or expressions, they are shown in italics throughout this document.

accident: a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place.

bodily injury: identifiable physical injury which:-

- (a) is caused by *accident* or malicious act, and
- (b) solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary (which illness or treatment therefore **does** qualify), occasions *your incapacity*.

career break: unpaid leave whilst still employed by the police service, under the police *career break* scheme in force at that time.

full duties: police duties which are not recuperative or restricted duties.

Ill Health Pension entitlement: where *you* are a member of,

1. the old 60th police officers pension scheme: a gross pre-tax pension before commutation of any part of such pension,
2. the new 70th police officers pension scheme: a gross pre-tax pension plus a sum equivalent to 5% per annum of the tax-free lump sum,
3. police staff pension scheme: a gross pre-tax pension before commutation of any part of such pension,

in each case excluding any cost of living rises after the date of medical retirement.

If *you* are not a member of any of the above police pension schemes, a notional gross pre-tax ill health monthly pension will be calculated. This will be based on the pension scheme *you* would have been eligible to join on the date *you* joined the police service and will be commensurate with *your* rank or grade and years of service at the time of medical retirement, in accordance with the then current scale as laid down by the Secretary of State.

incapacity, incapacitated: *you* are, as a result of *bodily injury* sustained by *you* or illness first manifesting itself on *you* whilst this *policy* is in force:

1. totally unable to perform *your* occupation as a serving police officer or as a member of police staff; or
2. once medically retired, unable to perform any other occupation for which *you* are reasonably fitted by training, education or experience subject to any physical limitations imposed by the condition causing medical retirement.

insured benefits: any other pre-tax insurance benefits.

insured earnings: the figure on which your *premiums* and benefits under this *policy* are based. The initial level is set at the *pensionable pay* which *you* advised *us* on *your* original application, and is subject to change in accordance with parts 5.4 and 9.

insured person: the person named in the *schedule* contained herein.

living abroad: living outside the *UK* for more than 13 consecutive weeks in any 12 months, other than as part of your police duties.

mental or nervous condition: any mental health disorder including but not limited to anxiety disorders, depression (**including post natal depression**), stress, fatigue, exhaustion, post traumatic stress, drug or alcohol abuse, psychiatric complications of physical disorders, chronic fatigue syndrome, behavioural disorders, fibromyalgia, seasonal affective disorders, physical disorders related or attributable to stress, or any other mental or functional nervous disorder, their treatment or complications thereof.

other insured benefits or earnings: any pre-tax earned income from part-time or temporary (less than 12 months) work received while *you* are *incapacitated*, as well as any other *insured benefits*, injury on duty pension (excluding any cost of living rises since date of medical retirement), non-police pension or any loss of earnings reimbursed to *you* as a result of a civil claim against the police service or a third party.

pensionable pay: the pre-tax basic pay, including any competency related pay, plus any London weighting for officers or location allowance for staff payable to *you*, commensurate with *your* rank or grade and years of service, in accordance with the then current scale as laid down each year by the police service.

policy: the contract between *you* and *us*, set out in this booklet and *schedule*.

premium: the monthly amount payable to *us* under this *policy*.

registered office: *our* registered office address is: MPFS, Central Court, Knoll Rise, Orpington, Kent BR6 0JA.

schedule: the inside back cover of this booklet outlining the details of this *policy* which relate directly to *you*, including the date on which cover under this *policy* commenced (the “cover date” shown on the *schedule*).

UK: the United Kingdom, comprising: England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

we, us, our, the Society: MPFS, the trading name for the Metropolitan Police Friendly Society Limited or any other company appointed by *us* to administer this *policy*.

you, your: the *insured person* as named in the *schedule*.