
DISCRETIONARY TRUST ESTABLISHED BY DEED

26 NOVEMBER 2012

RULES

- of -

LEICESTERSHIRE POLICE FEDERATION INSURANCE TRUST

Pursuant to Paragraph 7 and 8 of the 2012 Trust Deed

Adopted by a resolution of the Trustees dated 31 March 2021
and amended by a resolution of the Trustees dated 10 June 2021

1 **COMMENCEMENT**

- 1.1 These Rules shall come into force on 6 April 2021;
- 1.2 These Rules revoke all previous Rules of the Leicestershire Police Federation Insurance Trust or *LPF Trusts* purporting to apply to the Trust or the Scheme;

2 **NAME**

- 2.1 The name of the Trust is the **Leicestershire Police Federation Insurance Trust** (“the Trust”);
- 2.2 The name of the Trust may be changed by a resolution of the Trustees;
- 2.3 The policy will be known as the **Leicestershire Police Federation Group Insurance Scheme** (“the Scheme”);
- 2.4 The office of the Trust (“the Federation office”) for all correspondence and service of documents is Suite B Lancaster House, Grange Business Park, Enderby Road, Whetstone, Leicester, LE8 6EP;
- 2.5 The Federation office email address is **groupinsurance@lpf.polfed.org**;
- 2.5.1 Service of documents will not be accepted by email unless by prior agreement of the Trustees or the Chief Operating Officer;

3 **OBJECTS**

- 3.1 The objects of the Trust are to provide a group life assurance policy for officers (including retired) and cadets of Leicestershire Police and certain other persons, including employees of the Trust, police staff employed by Leicestershire Police, employees of the Leicestershire Branch of the Police Federation of England and Wales and employees of the Trustees of the Leicestershire Police Federation Medical Scheme. The policy will provide benefits on death or injury to a beneficiary and any other benefits as determined by the Trustees from time to time;
- 3.2 The Trust will always be a not for profit organisation;

4 **TRUSTEES**

- 4.1 The Trustees are appointed by the Leicestershire Police Federation Branch Council;
- 4.2 The Branch Council shall appoint a minimum of three Trustees in whom the Trust Fund and property is to be vested. The Branch Council shall determine the manner of the Trustees’ appointment and the manner in which vacancies among the Trustees are to be filled;
- 4.3 The Leicestershire Police Federation Branch Council may remove one or more of the Trustees from Office without giving any reason;

- 4.4 The Trustees will be elected at the first Branch Council meeting after the triennial election;
- 4.5 The Trustees must hold at least two meetings each year;
- 4.6 At the first meeting of the Trustees after the triennial election, the Trustees shall elect one of their number to be **Chair** until the next triennial election. The Chair shall always be eligible for re-election;
- 4.7 Without prejudice to rule 4.3, a Trustee will always be eligible for re-election;
- 4.8 A quorum at a meeting of the Trustees is two or 51% if the number of Trustees is greater than three (the percentage to be rounded up for the purposes of calculating numbers e.g. four Trustees equals quoracy of 2.04 which equals quoracy of 3);
- 4.9 The Chair or (if the Chair is unable to do so) some other Trustee chosen by the Trustees present presides at each meeting;
- 4.10 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants;
- 4.11 The Trustees must act unanimously unless the matter under consideration affects them personally, in which case the affected Trustee will be counted for the purposes of determining whether a quorum is present but shall not be entitled to vote on the matter;¹
- 4.11.1 A written resolution signed by all the Trustees who would have been eligible to vote on the matter at a meeting of the Trustees and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature;²
- 4.12 For the purposes of rule 4.11, a written resolution may be in electronic format and distributed by email. A Trustee may substitute their signature with a written declaration contained within the body of the email and sent to the other Trustees from their verified email address;
- 4.13 Where a Trustee is excluded from voting on a matter under rule 4.11, the matter will be decided on a simple majority. Where the vote is tied, the Chair of the meeting has a second or casting vote;³
- 4.14 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting;

5 **POWERS OF TRUSTEES**

¹ Amended with immediate effect by a resolution of the Trustees dated 10 June 2021.

² Added with immediate effect by a resolution of the Trustees dated 10 June 2021.

³ Amended with immediate effect by a resolution of the Trustees dated 10 June 2021.

- 5.1 The Trustees shall manage the business of the Trust and may exercise all powers of the Trust unless they are subject to any restrictions imposed by an Act of Parliament or the Trust Deed;
- 5.2 Without prejudice to rule 4.1, the Trustees may:
- 5.2.1 Appoint a Chair, Vice Chair, Treasurer and other honorary officers from among their number;
- 5.2.2 Appoint (and remove) any individual as **Chief Operating Officer** to act as **Secretary** to the Trust;
- 5.2.3 Grant severally a power of attorney to the Chief Operating Officer in respect of all Trust powers and discretions vested in them in accordance with Trustees Act 1925, section 25 (as amended by Trustee Delegation Act 1999, section 5):
- to deal with all matters concerning the administration of the Trust;
 - to manage, supervise and oversee the Trust's employees;
 - to access the bank accounts and process / authorise payments from the account(s) in accordance with the terms of the current mandate as signatory;
 - to act as a signatory on their behalf in respect of legal documents and contracts after consulting with them and obtaining their approval for the relevant transaction;
 - to determine the eligibility of a beneficiary or potential beneficiary of the Trust to make a claim, pursuant to these Rules for the purpose of governing eligibility for benefits and / or the relevant insurance policy held by the Trustees;
- 5.2.4 The Branch Secretary of the Leicestershire Police Federation Branch Board will be appointed as the Chief Operating Officer in the absence of the position being undertaken by a person appointed or employed independently by the Trustees;

6 **INTERPRETATION**

- 6.1 Where there is a conflict between these Rules and the Trust Deed, the Trust Deed will take precedence;
- 6.2 Where there is a conflict between these Rules and the Terms and Conditions of any insurance policy held by the Trustees under the Scheme, the Terms and Conditions of the insurance policy will take precedence;
- 6.3 The ruling of a majority of the Trustees on any interpretation of these Rules shall be final. Where the Trustees are deadlocked, the Chair will be the final arbiter;
- 6.4 These Rules may be revoked, supplemented, or varied from time to time, or new rules put in their place by resolution of the Trustees;
- 6.5 Any changes made to these Rules shall take effect from any date specified by the Trustees but not less than 28 days' notice will be given to the members; save in the case of minor alterations or alterations that the Trustees consider to be necessary so as to comply with the law and they may effect such changes immediately;

7 **MEMBERSHIP**

- 7.1 The Scheme is open to any Leicestershire Police Officer, police staff employee, retired police officer, employees of the Trust, employees of the Leicestershire Branch of the Police Federation of England and Wales, employees of the Trustees of the Leicestershire Police Federation Medical Scheme and any spouse or cohabiting partner;
- 7.2 Members must complete an application form and sign the declaration or complete a fully underwritten application form;
- 7.2.1 All applications from serving Leicestershire Police Officers and police staff employees will be to join the full Scheme, unless their fully underwritten application is refused by the insurance company on medical grounds in which case they can apply to join the Core Scheme.
- 7.2.2 Employees of the Trust, employees of the Leicestershire Branch of the Police Federation of England and Wales and employees of the Trustees of the Leicestershire Police Federation Medical Scheme may opt to join the Core Scheme upon initial application, or transfer their membership between the main Scheme and Core Scheme by giving 30 days notice in writing to the Federation Office;
- 7.2.3 New members must provide the Trust with a personal email address at the time of application. Existing members must provide the Trust with a personal email address when requested by the Federation office. *police.uk* email addresses will not be accepted;
- 7.3 The Trustees reserve the right to refuse membership to any individual;
- 7.4 A student officer⁴ who joins the Scheme will receive free membership during the first 12 months of their police service;
- 7.4.1 A member to which rule 7.4 applies may cancel their membership of the Scheme at any time within the free period by writing to the Federation office provided there is no ongoing claim for that member, or rule 7.4.5 applies;⁵
- 7.4.1.1 When a member subject to rule 7.4 commences month 13 of their police service they will become subject to the minimum term of membership specified in rule 7.4.3. The date of commencement for the purposes of calculating the minimum term will be the date they were accepted into the Scheme under rule 7.4;
- 7.4.2 All other members will receive free membership for the first 3 months following acceptance of their application;
- 7.4.3 Without prejudice to rule 7.4.1 the minimum term of membership of the Scheme is 12 months from the date of acceptance;
- 7.4.3.1 The minimum term of membership specified in rule 7.4.3 does not apply to a member whose date of acceptance to the Scheme pre-dates the adoption of these Rules under rule 1.1;

⁴ “Student officer” means a member appointed to the rank of Constable and completing the required period of probation as defined in The Police Regulations 2003, regulation 12.

⁵ Amended with effect from 1 July 2021 by a resolution of the Trustees dated 10 June 2021.

- 7.4.4 A member to which rule 7.4.3 applies may cancel their membership upon completion of their minimum term by giving 30 days notice in writing to the Federation office provided that there is no ongoing claim for that member;⁶
- 7.4.5 A member to which rule 7.4 applies who is the Lead Name for any booking at any Trust holiday home during their free membership period will become subject to the minimum term of membership stated in rule 7.4.3 and may only cancel their membership in accordance with rule 7.4.4;⁷
- 7.5 The Trustees may cancel membership of any individual if they:
- 7.5.1 Fail to pay their usual membership fee on time;
- 7.5.2 Fail to return any claim form required by the Scheme and supporting documentation;
- 7.5.3 Make a fraudulent claim or provide incorrect information in order to start the claim;
- 7.5.4 Fail to pay back any overpayment made to them by the Trust or by the insurance company, or any other payment they are not entitled to receive when requested to do so;
- 7.6 Serving officers upon retirement may remain in the Scheme as a retired member provided they are in receipt of a police authority pension, by submitting a completed membership continuation form to the Federation office **prior to retirement**;
- 7.7 Individuals are not eligible to join or re-join the scheme after their retirement date;
- 7.8 Any cohabiting partner extension will cease when the Serving member or cohabiting partner reach 65 years of age (70 years for retired members), whichever is the sooner;
- 7.9 Members who transfer, resign, or are dismissed from the police service are not eligible to remain in the Scheme. Their membership and all benefits will cease;
- 7.10 Members on a career break are not eligible to remain in the Scheme;
- 7.11 Membership will cease when the member reaches 70 years of age in the case of retired members and 65 years of age for serving police staff members;
- 7.12 Any cohabiting partner cover and / or extension will cease when the member ceases to be a member of the Scheme;
- 7.13 Where a member's behaviour or actions is deemed to be unreasonable and likely to damage the reputation of the Scheme or the Trustees, that member may be removed from the Scheme and their membership terminated with immediate effect;⁸

8 DISCRETIONARY BENEFITS

- 8.1 The Trustees may at their absolute discretion provide benevolence or welfare payments to any member in relation to matters or incidents not already covered by the Scheme;

⁶ Amended with effect from 1 July 2021 by a resolution of the Trustees dated 10 June 2021.

⁷ Added with effect from 1 July 2021 by a resolution of the Trustees dated 10 June 2021.

⁸ Amended with effect from 1 July 2021 by a resolution of the Trustees dated 10 June 2021.

- 8.2 The Trustees may sponsor events connected to the police service or contribute towards causes, items or fees using Trust funds which will result in a wider membership benefit or promote or increase awareness of the Scheme to non-members;
- 8.3 Repealed;⁹
- 8.3.1 Repealed;¹⁰
- 8.4 Members will have direct access to the LPF Medical Scheme Nurse;
- 8.5 Members will have access to stay at any Trust holiday home subject to availability and in accordance with the published terms and conditions;¹¹
- 8.6 The benefits stated in rules 8.1 to 8.5 are discretionary and do not form part of the Scheme benefits. The Trustees reserve the right to amend or remove the benefits stated in rules 8.1 to 8.5 as they deem appropriate;¹²

9 CANCELLATION OF MEMBERSHIP PROCESS

- 9.1 Without prejudice to rule 7.13, the Trustees will, in the event of being notified of a member failing to abide by these Rules undertake the following action:¹³
- 9.1.1 Advise the member informally by email or telephone call that continuance of their actions or behaviour may result in cancellation of their membership;
- 9.1.2 Should their actions or behaviour continue then a written warning will be sent by registered post to the member's last known address held by the Trust that the continuance of the actions or behaviour that gave rise to the notification in rule 9.1.1 will result in cancellation of membership;
- 9.1.3 Upon notification of delivery of the written warning in rule 9.1.2, if the actions or behaviour continue the member will be sent a Notice of Cancellation of Membership by registered post to the member's last known address held by the Trust. This notice is effective immediately;
- 9.1.4 There is no right of appeal to a Notice of Cancellation of Membership issued under rule 9.1.3;

10 URGENT DECISIONS

- 10.1 Urgent decisions which require being made between Trustees meetings can be made by the Chief Operating Officer, in consultation with no less than one Trustee so long as they are ratified at the next Trustees meeting;
- 10.2 The remaining Trustees not consulted under rule 10.1 will be notified of the urgent decision made as soon as practicable by the Chief Operating Officer;

11 BENEFICIARIES FOR LIFE INSURANCE

⁹ Repealed with immediate effect by a resolution of the Trustees dated 10 June 2021.

¹⁰ Repealed with immediate effect by a resolution of the Trustees dated 10 June 2021.

¹¹ Added with effect from 1 July 2021 by a resolution of the Trustees dated 10 June 2021.

¹² Added with effect from 1 July 2021 by a resolution of the Trustees dated 10 June 2021.

¹³ Amended with effect from 1 July 2021 by a resolution of the Trustees dated 10 June 2021.

- 11.1 All members and subscribing cohabiting partners will nominate an up to date beneficiary to receive any benefit arising on the death of a person assured under the policy;
- 11.2 The benefit will always be paid to the most recent nominated beneficiary held by the Trust;
- 11.3 In the absence of any beneficiary being nominated or the beneficiary predeceasing the member, the Trustees have absolute discretion to dispose of the benefit referred to in rule 11.1 to the member's dependant(s) devolved according to rules 11.3.1 – 11.3.6:
 - 11.3.1 The sole or main beneficiary of the member's valid Will;
 - 11.3.2 If there is no valid Will, the cohabiting spouse, cohabiting civil partner or cohabiting partner of the member on the date of their death;
 - 11.3.3 If there is no surviving cohabiting spouse, cohabiting civil partner or cohabiting partner, in equal shares to the member's surviving children including step-children. If any are under 18 years of age this will be held in trust until their 18th birthday;
 - 11.3.4 If there are no surviving children or step-children, to the biological or adoptive parent(s) of the member;
 - 11.3.5 If there are no surviving biological or adoptive parent(s), in equal shares to the member's surviving biological and / or adoptive siblings;
 - 11.3.6 If there are no surviving biological or adoptive siblings, to the member's non-cohabiting spouse or civil partner;
 - 11.3.7 If none of the dependents stated in rules 11.3.1 – 11.3.6 can be identified, the benefit will be held by the Trustees for a period of 12 months from the date of the member's death pending any potential beneficiary listed in rules 11.3.1 – 11.3.6 coming forward at which point it will become part of the Trust Fund;
 - 11.3.8 If a potential beneficiary comes forward after the 12 month period in rule 11.3.7 the Trustees may at their absolute discretion consider any claim to the benefit; however the potential beneficiary has no automatic entitlement to this benefit under these Rules;

12 **COMPLAINTS AND APPEALS**

- 12.1 All complaints should in the first instance be brought to the attention of the Federation office by telephone or by writing to the Federation office or by email to the Federation office email address;
- 12.2 Should the matter not be suitably resolved, the member can send a written complaint to the Chief Operating Officer at the Federation office or to the Federation office email address;
 - 12.2.1 The complaint will be received and logged;

- 12.2.2 Receipt of the complaint will be acknowledged by the Federation office and sent to the Chief Operating Officer;
- 12.2.3 The member will receive a decision from the Chief Operating Officer within 14 working days;
- 12.3 If the member wishes to appeal the decision of the Chief Operating Officer they must, within 14 days of receipt of the decision, send their appeal in writing to the Trustees at the Federation office or by email to the Federation office email address;
 - 12.3.1 Receipt of the appeal will be acknowledged by the Federation office;
 - 12.3.2 The appeal will be anonymised and sent to the Trustees;
 - 12.3.3 The Trustees will consider the matter jointly and determine whether the appeal is upheld in accordance with the procedure set out in rules 4.11 – 4.14;
 - 12.3.4 Once the result of the appeal has been determined, the identity of the member will be provided to the Trustees;
 - 12.3.5 The member will receive a response from the Chair of the Trustees within 14 working days stating whether the appeal is upheld or denied;
 - 12.3.6 The decision of the Trustees is final and there is no further right of appeal;