

Wiltshire: Group Personal Income Replacement

Policy Objective:

Provide income should an incapacity arise from playing rugby

Terms & Conditions: V1.00 (July 2011)

Last Updated: 01/07/2018



General information

Product Availability:	Existing Policyholders Only
Provider:	Wiltshire Friendly Society
Regulated by the FCA:	Yes
AKG Financial Strength Rating:	C (20/04/2017)
Premium type:	Reviewable, 30 days notice
Premium frequency:	Monthly
Entry Ages:	Between 16 and 35 years
Medical underwriting?	Yes, for all applicants
Is the policy valid if contracted to a non UK club?	No details in Terms & Conditions
Can the Terms & Conditions change once the policy has commenced?	No
Requirements to commence policy:	Actively playing rugby for 1 month
Deferred (Waiting) period:	26 weeks
Definition of income:	Contractual Earnings
Maximum insurable lump sum:	Lower of 65% of your Contractual Earnings or £4,875 per month
Is the benefit taxable?	No, it is tax free
Can I increase the lump sum I am insuring with contract changes?	Yes
Will the increase be on the same terms?	Yes, Up to 10% with no medical underwriting on the same terms. Over 10% with medical underwriting which might affect the terms offered.

Important Information

This document represents a summary of the Shepherds Premier Protect policy and the referenced Terms & Conditions provided by Wiltshire Friendly Society. This document has not been designed or approved by Wiltshire Friendly Society. This document is not a recommendation. It does not constitute advice by DBL Asset Management LLP. Should you require advice on the suitability of this contract please contact a financial adviser. All statements concerning the tax treatment of products and their benefits are based on DBL Asset Management LLPs understanding of current tax law and Inland Revenue practice.



Contact information

Who is the point of contact for this policy?	N/A as no longer available
Is the company regulated by the FCA?	Yes
Is the point of contact authorised by the FCA to give advice?	N/A as no longer available
How was the point of contact paid for arranging this policy?	Commission, Fee or Combination

Claim information

Does the income increase?	No
How long will the income be paid for?	Earlier of 10 years or 3 years after 1 st January following your 35 th birthday
What is the minimum period the income will be paid for?	3 years
Does the level of income reduce?	No
Does the income stop if I return to professional rugby?	Yes, but the policy continues
Does the level of income reduce if I start a suited occupation?	Yes, proportionate income is payable
Do I have a set timescale to start a suited occupation?	No
What happens if I do not start a suited occupation?	Nothing, the income payments continue to paid
Have any claims been accepted & benefits paid for this policy?	Yes
Will the income stop if I go in to higher education after rugby?	No details in Terms & Conditions
If I am in claim do I have to continue to pay the premiums?	Yes, unless you the insure the premiums
If I move outside the UK & I am in claim will the income stop?	No details in Terms & Conditions
How long is the Linked claim period	12 months
At what age does the policy stop insuring me to play rugby?	35 years
Who do I contact to make a claim?	Wiltshire Friendly Society 01225 752120



What does the jargon mean?

Existing Policyholders Only Not available for new business but existing policy holders can continue with policy on the terms issued at commencement.

FCA The Financial Conduct Authority regulates firms and financial advisers so that markets and financial systems remain sound, stable and resilient. The FCA encourages transparent pricing that's easy for everyone to understand. The FCA's aim is to help firms put the interests of their customers and the integrity of the market at the core of what they do.
<http://www.fca.org.uk>

AKG Financial Strength Rating AKG is an actuarially based consultancy specialising in the provision of ratings, information and market assistance to the financial services industry. The objective is to provide a simple broad-brush indication of the general financial strength of a company. In addition to an assessment of the company's ability to meet all of its guaranteed payments to policyholders, AKG also aims to factor in the degree to which policyholders' expectations are likely to be met, or even exceeded, in the long-term. <http://www.akg.co.uk/>

Reviewable Premiums Reviews will be carried out by the provider to determine whether the premium will be changed. This is to establish if the premium is enough to provide the level of cover selected. If your premium increases you can accept the increased premium or keep your premium the same but reduce your level of cover.

Entry Age The ages at which the policy can be applied for.

Medical Underwriting The use of medical or health information in the evaluation of an applicant for coverage. As part of the underwriting process, an individual's health information may be used in making two decisions: whether to offer or deny coverage; and what premium rate to set for the policy

Deferred (Waiting) Period The time between a valid claim and the commencement of benefit payments.

Contractual Earnings The income on which your cover will be based is your basic gross income payable by your Club Employer under your written contract, paid through the PAYE system.

Maximum Insurable Income Nearly all policies limit the benefit payable to some percentage of the policyholder's normal earnings. Any state benefits payable may reduce

the maximum benefit and benefits from any other policies may also reduce the maximum.

Commission The arranger is paid by the product provider. Premiums fund the commission. Fee The arranger is paid by invoicing the client. This can result in lower premiums.

Combination The arranger is paid by invoicing you the client and receiving commission from the provider.

Proportionate Income To encourage the return to work of a policyholder recovering their health, many life offices offer to pay a reduced benefit if the policyholder takes a part-time or lower-paid job after recovering their health.

Suited Occupation A suited occupation means any work the insured person could do for profit or pay taking into account their employment history, knowledge, transferable skills, training, education and experience, and is irrespective of location and availability. (Source: Association of British Insurers)

Incapacity Definition An eligible incapacity is one that that fully prevents you from following the occupation of Professional Rugby Player provided no other occupation is being followed. The incapacity must fully prevent you from being fit for selection and as a consequence prevent you from being able to train for or play Rugby.

Actively Playing Rugby To meet this requirement you will be actively training for and playing professional Rugby for your Club Employer (the/your Club Employer) or, if not, you will be fit for selection.

WILTSHIRE



FRIENDLY

SOCIETY LIMITED

A Guide To

Group Personal Income
Replacement Plans
for Professional Rugby Players

Wiltshire Friendly Society

Wiltshire Friendly Society Limited is an insurance firm and a mutual society. Being mutually owned by its Members means it has no shareholders to consider and so it exists only for the benefit of current and future generations of Members.

What is a Group Personal Income Replacement Plan for Professional Rugby Players?

An insurance policy designed to replace a proportion of gross income lost when a **Member** is unable to work because of medical incapacity. The Society's specialist plans for professional Rugby players are arranged as group individual contracts, with special terms for players who are employed by any particular professional Rugby club, in England, Wales or Scotland.

Definitions

This document contains a few terms, highlighted in ***Bold Italic Text***, which have specific meaning within the context of the Society's plans. These are as follows:-

Actively Playing Professional Rugby	To meet this requirement you will be actively training for and playing professional Rugby for your Club Employer or, if not, you will be fit for selection.
Incapacity Arising From Playing Rugby	This is defined as:- <i>Any incapacity arising as a direct or indirect consequence of training for or playing Rugby, whether played professionally, semi-professionally, on a non-professional basis or for informal recreation;</i> and playing Rugby and Rugby player shall be defined accordingly.
Member	This means an individual who has had an application for Income Replacement Insurance accepted by the Society, and whose plan is currently in force.
Plan Eligibility Criteria	The criteria that must be met fully in order to qualify to apply for and be covered by a Group Personal Income Replacement Plan for Rugby Players. The full criteria can be found on page 3.
Waiting Period	The period at the beginning of your incapacity for which no benefit is to be paid. This is also generally referred to as the Deferred Period.

Within this document references to the Society, we, our and us mean Wiltshire Friendly Society or Wiltshire Friendly, both of which are the trading styles of Wiltshire Friendly Society Limited.

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Aims

- To pay you regular benefit to replace an agreed part of any earnings you might lose if you suffer incapacity because of illness or injury sustained in an accident and, as a result, you are completely unable to follow your occupation.
- To provide insurance for the duration of your plan no matter how many times you claim.
- To incorporate within your plan special terms and cover, applicable to professional Rugby players, whilst you continue to meet the criteria for such terms and cover.

Your Commitment

- To let the Society know truthfully, accurately and fully, all medical facts, your income details and other material and relevant information that we ask for when we set up your plan and later, when you claim or amend your plan.
- To pay premiums by Direct Debit as they become due.
- To keep to the Society's Rules, and the terms and conditions of your plan.
- To tell us about any claim you might need to make, within our specified time limits.
- To let us know, as soon as they occur, about any changes in your personal, income and work circumstances that might affect your plan.
- To review your plan regularly to make sure that it remains adequate for your needs and that you are not over-insured.

Risks

- You must let us know truthfully, accurately and fully all of the information we ask for. If you do not, we have the right in the future to review our offer of membership and if necessary amend our decision to make that offer or vary the terms applied. This might have the effect of reducing the amount of benefit you can claim, cause the rejection of a future claim or in extreme circumstances result in the cancellation of your membership and the cover provided. The requirement for true, accurate and full information will also apply in the future when you ask to amend your cover or submit a claim for benefit.
- If you fall behind in your premiums:-
 - payment of benefit may be delayed, the total amount paid may be reduced or you may lose your entitlement to make a claim;
 - if your arrears persist your plan may be cancelled.
- If you do not review your plan regularly and if necessary amend it, the following may apply:-
 - If your insurance is too low:- you may not receive enough benefit to meet your needs;
 - If your insurance is too high:- we will not pay all of the benefit you are expecting and we will not refund any premiums paid for the excess cover.
- Benefit may be reduced if you also receive any payments from other Income Replacement Insurances as a result of your incapacity.
- Claims may be delayed or not allowed if you do not notify the Society promptly when you are unable to work because of incapacity.
- Tax legislation may change in the future and this could affect the tax treatment of your plan.

How Does It Work?

1. At the start of your plan

- You decide how much monthly or weekly benefit you will need if you are incapacitated and cannot work. You will need to bear in mind our limits which are outlined on page 4, and how much you can afford.
- Premiums are payable throughout your membership, including during periods of claim. You have the option to choose to insure the premiums, so that when you claim they are paid for you. The maximum benefit payable in this respect is subject to the limits outlined on page 4.

At the commencement of your membership, and also at the effective date of any subsequent amendment to your cover, you must be **Actively Playing Professional Rugby**.

- **Plan Eligibility Criteria**

To be eligible to apply for and continue to hold cover as a professional Rugby player you must:-

- be a member of the Professional Rugby Players' Association of England or Wales, in Scotland and Northern Ireland be a registered professional rugby player or, be a member of the Rugby League Players association;
 - follow the occupation of full-time professional Rugby player;
 - be formally contracted in writing to and receiving remuneration from a United Kingdom professional Rugby club (the/your Club Employer);
 - be aged 16 or above and, except when agreed otherwise by the Society, below 35;
 - be resident in the United Kingdom;
 - have applied to the Society for Income Replacement Insurance, accepted the terms offered by the Society, paid the first premium and made arrangements to pay subsequent premiums on their due date, by Direct Debit.
- The Society will require the following before admission to membership:-
 - confirmation that you are contracted to a Club Employer;
 - proof of membership of the relevant Rugby Players' Association;
 - proof of income;
 - confirmation that you are **Actively Playing Professional Rugby**.

2. During the life of your plan

- When you are not able to work because of incapacity you can submit a claim. You may submit as many claims as you need throughout the life of your membership.
- On receipt of a claim we will assess it and, as long as it is in order, payment of benefit will start after the expiry of the standard **Waiting Period** of 26 weeks applicable to professional Rugby players.
- Claims will continue at a level rate throughout each claim until the standard criteria to cease a claim are met; please see page 8.

3. At the end of your plan

- Your plan is designed to provide benefit whilst you are a professional Rugby player and you meet all of the **Plan Eligibility Criteria**. Your plan and its cover will terminate when you cease to be a professional Rugby player or you no longer meet those criteria.
- Your plan will cease automatically on 1 January immediately following your 35th birthday. Exceptionally, at its sole discretion and on request, the Society may extend this until 31 May immediately following that date. Such requests must be made and accepted before 1 September of the preceding year. The Society reserves the right to request additional premiums or apply other terms and restrictions in this respect.

Your Questions Answered (Continued)

How Does It Work? (Continued)

3. At the end of your plan (Continued)

- If at the time your plan ceases because you are no longer a professional Rugby player or you no longer meet all of the **Plan Eligibility Criteria**, you have already submitted a valid claim your cover will continue until the earlier of:-
 - the standard criteria to cease a claim, described on page 8, are met;
 - you reach your 68th birthday;
 - you attain State Pension Age;

provided that you continue to pay premiums as they fall due.

- When your plan ceases, whether that is because you are no longer a professional Rugby player, or you no longer meet all of the **Plan Eligibility Criteria** or when any claim of yours ceases, if that occurs later, you may apply for any of the Society's other plans that are available at that time.

Those plans are all written to cease at the earlier of a **Member's** State Pension Age or their 68th birthday. However, none of them will provide cover for any **Incapacity Arising From Playing Rugby**. There are other differences in the terms between your Group Personal Income Protection Plan for Professional Rugby Players and the Society's other plans.

Provided that you do not apply for a shorter **Waiting Period** than the period applicable to this plan, you are guaranteed to be accepted on underwriting terms that are no less favourable than the terms under which you have been accepted for this plan.

- You may cancel your plan at any time by giving us one clear month's notice. Premiums remain payable during the notice period.

Who Can Be Insured?

- To apply for and to be covered by your plan you must be a professional Rugby player and meet all of the **Plan Eligibility Criteria**.
- We reserve the right only to offer cover on special terms or not to offer cover at all.

What Income Can I Insure?

- The normal maximum gross income that can be covered is £90,000 per annum;
- The normal maximum benefit which your plan can provide is the lower of 65% of your gross income or £58,500. This limit will include benefit payable in respect of premium insurance if you have chosen to include such cover.
- Whilst you continue to meet all of the **Plan Eligibility Criteria** the income on which your cover will be based is your gross income payable by your Club Employer under your written contract. This will include any pay benefits that are lost as a consequence of incapacity. For the avoidance of doubt the following is not included:-
 - Unearned income and any benefits not added to your pay from your Club Employer.
 - Except when formally agreed by the Society, any income from playing Rugby other than that earned under your written contract with your Club Employer.

We will calculate your personal limit at the start of your plan and check it again at the time of any claim. It is important that you keep us informed about changes to your income as the amount you can claim may be affected adversely if it decreases and so causes you to be over-insured.

- If you apply to continue your cover under any of the Society's other plans when you no longer meet all of the **Plan Eligibility Criteria** as a professional Rugby player, and dependent on your employment circumstances at that time, the Society reserves the right to reduce the maximum income to be covered thereafter to the applicable standard maximum for other plans (currently £50,000).

Important Note:- Your plan is not intended to make you better off than if you were at work. Therefore, we will not pay amounts of benefit above the set proportion of your regular income, or which will exceed the amount of regular income you actually lose if you are unable to work because of your incapacity.

When Will My Plan Start?

- For your plan to start you must have been **Actively Playing Professional Rugby** for at least one month immediately prior to the agreed start date. This means that you must not have been unable to follow the occupation of professional Rugby player because of illness or injury during that period.
- Your plan will start when we have assessed your application and have offered you terms. To do this we consider your medical history, lifestyle factors and your declared income. This is to enable us to decide whether or not we can offer you insurance on standard terms.
- We may need to complete a health and lifestyle questionnaire. This will provide us with information about your past and current medical history, details of any other participation in sports and leisure activities, including those of a hazardous nature. This will normally be completed in a telephone interview conducted by a qualified nurse.
- There are four possible outcomes from our underwriting assessment of your application:-
 - *Acceptance on standard terms:-* we will insure you for the cover you requested.
 - *Exclusion:-* we will not insure you for a specified medical condition or conditions.
 - *Acceptance on Special Terms:-* we will insure you for the cover you requested but because our assessment of your application means we believe there is a higher than normal risk of future claims we will ask for either or both of the following:-
 - Higher premiums.
 - A longer plan **Waiting Period**, but that will not apply to **Incapacity Arising From Playing Rugby**.
 - *Decline:-* your medical history represents a significant and unacceptable future risk to the Society, and so we must refuse to provide insurance to you.

Exceptionally, this may be a conditional decline where we tell you that you may re-apply in the future. We would apply this if we could not fairly assess your application because at the time you submit it there is some uncertainty about certain facts. For example, you may have a suspected medical condition that is being investigated.

- We will send you our written offer of membership. This will confirm the type of plan we are offering, its start date, the monthly premiums to be paid and any individual terms we may need to apply.
- If you are happy with the terms offered, you accept them by paying your first monthly premium. For a limited time afterwards you will have the right to cancel your plan and this is detailed later on page 11.
- Your entitlement to make a claim for benefit begins 1 month after your plan starts.

Can I Alter My Plan Later?

- You can apply to alter your cover at any time; alterations are subject to acceptance by the Society. If you wish to increase your cover, including by taking advantage of the Career Build Escalation facility described in the following paragraph, you will need to be in good health and **Actively Playing Professional Rugby** at the time the alteration takes effect. Your premiums will either increase or decrease to reflect the alteration.
- **Career Build Escalation.** On request and without consideration of medical factors, the Society will agree to increase your cover by up to 10% in any one year. We will require proof that your income has increased sufficiently to justify the additional cover. Any such increase will be subject to our maximum income and benefit limits. This is a single year allowance which will not accumulate if it is not taken during the year. You will need to be **Actively Playing Professional Rugby** before any increase can take place.
- For any increase that is above 10% in any one year the Society reserves the right to request further medical and non-medical information and to apply additional individual terms or premiums following consideration of that information. Any such increase will be subject to our maximum income and benefit limits. You will need to be **Actively Playing Professional Rugby** before any increase can take place.
- If you apply to continue your cover under any of the Society's other plans when you cease to be eligible for cover as a professional Rugby player, cover under the plan will normally revert to the Society's standard terms, subject to any individual terms already in place and the following:-
 - You will no longer be eligible to claim benefit for any **Incapacity Arising From Playing Rugby**, either past or present and whether played professionally or otherwise.
 - Career Build Escalation will no longer apply.

Can I Alter My Plan Later? (*Continued*)

- Your new plan will be written to cease at the earlier of your State Pension Age or your 68th birthday.
- You should inform the Society of your new occupation and job and review the amount of benefit insured to ensure that it remains within our agreed overall limit (which may be less than applies whilst you are playing professional Rugby) and is suited to your new circumstances.
- Subject to the above, cover will continue without the application of any additional exclusions or restrictions to any already applying to your membership.
- If you apply to improve your cover, for example by increasing the amount of benefit (if your income will support it) or by reducing the **Waiting Period** from the period that applies under your Group Personal Income Plan for Professional Rugby Players, that amendment will be subject to the Society's application and acceptance processes which might include consideration of your current state of health and any historic medical conditions. The Society reserves the right to apply individual terms, to apply additional premiums or to decline the amendment.

What Factors Decide How Much I Pay?

1. The cost of your plan will partly depend on:-

- your age;
- the amount of benefit to be paid when you claim;
- if you wish premiums to be waived during periods of claim;
- any additional premiums we may require as a result of our assessment of your application.

2. There are other more general factors that can influence the cost of the Society's plans, and these include:-

- the Society's claims and general expenses;
- inflation;
- other economic and environmental factors;
- legislative and/or regulatory changes;
- changes in taxation.

The cost of providing our plans is reviewable in the light of the general factors referred to above. This means that we can review premiums each year and either increase or decrease them by any amount. However, any such changes will be fair and reasonable and we will provide you with at least 30 days notice before they take effect. Such increases are applied to all plans and not on an individual basis.

Subject only to any general increases described in 2. above, your premiums will remain at the rate quoted at the commencement of your plan or, for any subsequent increase in cover, the rate quoted at that time.

If, at the time you cease to be eligible for cover as a professional Rugby player, you have already submitted a claim that is:-

- in payment;
- approved but the deferred period has not yet expired; or
- subject to approval and acceptance by the Society;

premiums will continue to be payable at the rates applicable to your cover as a professional Rugby player. This will continue until the claim ceases in accordance with the criteria described on page 8.

Your Questions Answered (*Continued*)

Can My Plan Be Suspended If My Circumstances Change?

- You may apply to suspend your cover during unpaid absences from work that are not related to incapacity if, for example, you take a sabbatical or study leave. You may also apply to suspend cover if you experience temporary financial difficulties. You will need to tell us the reason and provide us with an estimated re-instatement date. If we agree to suspend cover in this way, there will be a small policy maintenance premium.
- You can only suspend cover in this way for a maximum of 2 years in any 5 year period.
- To resume full cover, you will need to be **Actively Playing Professional Rugby**. Normally cover will be reinstated under the same terms that applied on the date of suspension, but we reserve the right to require a health and lifestyle declaration before accepting your request to do so.

No claim for, or payment of, benefit can be made for any period during which your cover is suspended.

Can My Plan Be Cancelled By The Society?

- Once terms have been offered by the Society and accepted by you, we are unable, in normal circumstances to cancel your plan.
- However, we may terminate your plan early in exceptional circumstances. For example, if you fail to disclose at the outset information that would have caused us to decline cover in the first place.
- The Society reserves the right to cancel any plan if premium arrears are greater than 3 months.

How Do I Claim?

To make a claim for benefit when you become incapacitated and unable to work, the following procedure will apply:-

Step 1 – Notification

- You must notify us when you suffer an incapacity that is likely to result in a claim. This can be done by telephone, post or electronically. You should let us have the notification within 13 weeks of the commencement of your incapacity or, if later, the date on which you were no longer **Actively Playing Professional Rugby** as a consequence. We do not normally accept claims from **Members** who have already returned to work before the notification is received.

Step 2 – Claim questionnaire

- When you notify us that you do need to claim, you will be contacted by a qualified nurse who will complete a claim questionnaire with you over the telephone.
- You will be provided with a copy of the completed questionnaire by post and asked to check if it is accurate and to notify us immediately of any errors or omissions. We may also ask you to complete a consent form for us to obtain further medical information from your doctor if we consider it necessary.
- Unless we agree otherwise, we will also require copies of medical certificate(s) issued by your doctor or other health professionals involved in your care and treatment.
- At this point we will also ask you for proof of your average gross income for the period immediately before your incapacity commenced.

Step 3 – Acceptance

- We will check the information provided to make sure the claim is valid, within the agreed income and benefit limits, and that your plan has no special terms that might affect payment.

Step 4 – Payment

- When we have validated and accepted your claim, benefit will become payable from the beginning of the week after the expiry of your plan **Waiting Period** and will continue until the criteria for cessation of claims are met, as outlined in the following section.

For How Long Will Benefit Be Paid?

Payment of benefit will continue to be paid until any one of the following applies:-

- You recover and are fit to continue **Actively Playing Professional Rugby**; this will apply whether or not you meet all of the **Plan Eligibility Criteria**.
- For **Incapacity Arising From Playing Rugby**, until benefit has been paid for a maximum of 10 years or, if earlier, when benefit has been paid for 3 years after 1 January immediately following your 35th birthday; or 31 May following your 35th birthday if the Society has previously agreed to extend cover until that time.
- You return to work for a Club Employer as a professional Rugby player.
- You return to an alternative occupation or carry out any other work whether paid or not.
- You no longer lose income because of your incapacity.
- You die.

Payment of benefit will also cease if:-

- your plan is terminated early for any reason;
- after the claim is accepted, the Society discovers that it is not valid. This may happen, for example, if you did not fully disclose, when required to do so, material and relevant facts.

Payment of full benefit may cease and be replaced by a lower level of benefit, if you:-

- acting on medical advice, return to any form of work on a short-time or part-time basis during a period of recuperation;
- do not recover sufficiently to be able to continue the occupation of professional Rugby player but you return to an alternative occupation at a lower level of income.

In such circumstances:-

- a) the amount of full benefit originally payable will be reduced in proportion to the actual reduction in your pre-incapacity average regular gross income;
- b) benefit paid during a period of short-time or part-time work because of recuperation will cease when:-
 - you return to your full-time occupation of professional Rugby player;
 - you take up an alternative full-time occupation;
 - your average regular gross income on part-time work exceeds the lower of £90,000 per annum (or any higher annual limit we may have agreed on an individual basis) or your pre-incapacity average regular gross income.
- c) benefit paid because you have returned to an alternative occupation at a lower level of income will cease when your average regular gross income from an alternative occupation exceeds the lower of £90,000 per annum (or any higher annual limit we may have agreed on an individual basis) or your pre-incapacity average regular gross income.

Can A Claim Be Made More Than Once For The Same Incapacity?

- There is no limit to the number of claims you can make, whether for the same incapacity or otherwise.
- If, following a claim, you return to work and within 1 year suffer further incapacity because of the same cause of illness or the same accident, we will waive your plan **Waiting Period** and link the new claim to the original when deciding for how long it will be paid in accordance with the claim cessation criteria.
- In all cases if a claim for the same cause of illness or the same accident occurs more than 12 months after benefit has ceased on the original, it will be treated as a new claim and your plan **Waiting Period** will be applied again.

How Does The Society Define Fitness For Work?

- You will be considered incapacitated from work and therefore eligible to receive, or to continue to receive, benefit in accordance with the following definitions:-
 - An eligible incapacity is one that fully prevents you from following the occupation of Professional Rugby Player provided no other occupation is being followed.
 - The incapacity must fully prevent you from being fit for selection and as a consequence prevent you from being able to train for or play Rugby.

What Happens When A Claim Arises As A Result Of An Accident?

Non Work-Related Accidents

- If you suffer an incapacity arising from a non work-related accident, that is not an *Incapacity Arising From Playing Rugby*, your plan *Waiting Period* will be waived and benefit will be payable from the first day of that incapacity, subject to a minimum claim payment period of 1 week. The claim will then continue until the criteria for claim cessation apply – see page 8. To be eligible for this you must also suffer loss of income because of your incapacity.
- If you pursue a third party action in respect of the accident you will need to authorise your legal representative to liaise with us about the income-related aspects of your third party claim. We may agree with them, or any insurer involved, that benefit paid by the Society is to be included in the third party action and that we may be reimbursed, in full or in part, from the proceeds.

Work-Related Accidents

- If you need to claim for an incapacity arising from a work-related accident, the normal claims admission process will apply and benefit under a valid claim will become payable from beginning of the week after expiry of your plan *Waiting Period*.

A work-related accident is one that occurs:-

- whilst you are at work or working for your Club Employer;
- during travel in transport owned or provided by your Club Employer to or from matches and other venues to which you must travel in order to fulfil the duties and obligations required of you under your contract with your Club Employer;
- whilst taking part in events or functions, including social events or functions, that you are required to attend under any contractual or other arrangement with:-
 - your Club Employer's commercial sponsors;
 - your personal commercial sponsors;
 - your personal agent or management team;
- whilst travelling in transport owned or provided by your Club Employer to or from the events or functions described above.

What Are The Circumstances For A Claim To Be Disallowed?

There are circumstances which, if they occur, may affect your right to make or to continue a claim. Your eligibility will be affected if:-

- your premiums are more than 1 month in arrears. You will not be able to submit a claim until all arrears are cleared. For any claim submitted your plan *Waiting Period* will not commence until the arrears are cleared. If you need to claim and you have arrears of less than 3 months the Society will deduct the arrears from the benefit to be paid;
- your premiums are 3 months or more in arrears you will lose your eligibility to claim benefit and your plan may be cancelled. If your arrears are cleared and your plan is not cancelled, we reserve the right to carry out a further review of your health and lifestyle before re-instating your eligibility to claim. You will be required to complete a health declaration and we may require you to take part in another telephone interview;
- you fail to let us know truthfully, accurately and fully all the information we ask for when your plan commenced, was subsequently amended or when submitting a claim. As a consequence of this, a claim may be disallowed or the amount payable reduced. If a claim is already being paid, the amount payable may be reduced or the claim cancelled;

Your Questions Answered (*Continued*)

What Are The Circumstance For A Claim To Be Disallowed? (*Continued*)

- you refuse to take part in the claims questionnaire process or withhold consent for us to seek further medical information from your doctor or any medical practitioner involved in your care and treatment;
- when required to do so by the Society, you do not agree to, or attend, an independent assessment of your incapacity or ability to work.

The Society reserves the right to reclaim any benefit paid incorrectly or overpaid in these circumstances.

What Is Not Insured?

- The Society does not apply standard general exclusions to its Group Personal Income Replacement Plans. Exclusions from cover are applied only on an individual basis following our assessment of a health and lifestyle questionnaire.
 - The following are examples of exclusions that might be applied to your cover:-
 - Any medical condition for which we told you we would not provide cover, when your plan was set up or at the time of any subsequent amendment to your cover.
 - Any historic or other medical condition that existed at the time your plan was set up, or at the time of any subsequent amendment to your cover that you did not tell us about when required or requested to do so. This includes information requested during any related telephone interview.
- Insurance under your plan is not designed to provide benefit in respect of -
 - **Cosmetic surgery or sterilisation** - Benefit cannot be paid for incapacity arising directly or indirectly from either type of procedure when carried out voluntarily. However, if such treatment is medically required, your plan will cover any incapacity that might arise.
 - **The consequences of alcohol abuse** - Benefit cannot be paid for any incapacity arising directly or indirectly from addiction to, or the long term abuse of, alcohol.
 - **The consequences of drug abuse** - Benefit cannot be paid for any incapacity arising directly or indirectly from the use of, or addiction to, non prescription drugs other than those normally available over the counter in a retail pharmacy.
 - **Unemployment** - Your plan does not provide cover for unemployment or redundancy.

What Is The Tax Position Of My Plan?

Please note that the following information, which is not intended as advice, is based upon current tax rules and legislation. These could change in the future and so change that information.

- Premiums to pay for your plan will normally be deducted from your tax paid income (either paid directly to us by you or, by salary deduction) and so there will be no impact on your personal taxation. If your premiums are paid for you by your employer they should be treated as P9D or P11D expenses for tax purposes. In either case, benefit claimed is paid directly to you on a tax-free basis.

Plan Charges

Premiums you pay will cover all costs. These include the cost of administration, underwriting, claims, selling expenses, commissions and fees for any medical reports or examinations which we may ask for.

Commission paid to your adviser for arranging your plan will depend upon the amount of annual premiums you pay. Our quotation shows the amount of commission we will pay your adviser for setting up your plan and for carrying out the annual plan review. Before you sign your plan application your adviser will make sure you are provided with a written explanation of commission payments he or she will receive from the Society and any fee alternatives available.

Data Protection Statement

For the purposes of the Data Protection Act 1998 (The Act), the Data Controller in relation to any personal information and data supplied in connection with your plan is Wiltshire Friendly Society Limited.

Personal information supplied by you is used only to facilitate setting up and maintaining the arrangements connected to your plan. It will only be used in accordance with the provisions of The Act.

In the case of personal data, with limited exceptions, and on payment of the appropriate fee, you have the right to access, and if necessary request rectification of inaccuracies or errors within, the information held. Such requests for access must be specific rather than general in nature.

The Society will use your personal information to manage and administer properly all aspects of, and processes relating to, your plan. This includes, but is not limited to, setting up the plan, amendments to it, claims, general administration and its termination.

The Society uses professional advisers and service providers who are not its direct employees but at all times it will remain responsible for the oversight and control of any personal data processed.

Other Facts

Law

The plan and associated arrangements between you and the Society shall be governed by and construed in accordance with the Laws of England and any dispute shall be subject to the exclusive jurisdiction of the English Courts.

Third Party Rights

The Contracts (Rights of Third Parties) Act 1999 is excluded under the terms of your plan.

Surrender Or Maturity Value

Your plan and will not acquire a surrender or maturity value at any time.

Terms And Conditions

For full terms and conditions please see the Society's Rulebook and the plan terms and conditions that accompany our letter offering you your plan.

WILTSHIRE



FRIENDLY

SOCIETY LIMITED

INCOME REPLACEMENT INSURANCE SINCE 1887

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Incorporated under the Friendly Societies Act 1992
Authorised and Regulated by the Financial Services Authority