

# Wiltshire: Group Personal Income Replacement

## **Policy Objective:**

Provide income should an incapacity arise from playing rugby

**Terms & Conditions:** V2.3.0 (August 2012)

**Last Updated:** 01/07/2019



## General information

Product Availability:	Existing Policyholders Only
Provider:	Wiltshire Friendly Society
Regulated by the FCA:	Yes
AKG Financial Strength Rating:	C, weak (23/10/2018)
Premium type:	Reviewable, 30 days notice
Premium frequency:	Monthly
Entry Ages:	Between 18 and 32 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, if over 30 years at commencement it is 52 weeks
Definition of income:	Contractual Earnings
Maximum insurable lump sum:	Lower of 60% 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 if you are less than 32 years. 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 Wiltshire Group Personal Income Replacement Plan 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 end of the season in which you are 35
What is the minimum period the income will be paid for?	1 year
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?	Yes, 24 months
What happens if I do not start a suited occupation?	Income payments will stop and the policy ends
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?	Age 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** Irrespective of the cause of your incapacity, at the commencement of your claim you will be considered incapacitated, and therefore eligible to claim benefit, if your incapacity is one that fully prevents you from following the Occupation of professional Rugby player, provided always that you are following no other Occupation.

**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

Policy Summary And Guide To  
Group Personal Income  
Replacement Plans  
for Professional Rugby Players





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 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, Scotland or Northern Ireland.

### 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:-

<b>Actively Playing Professional Rugby</b>	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.
<b>Incapacity Arising From Playing Rugby</b>	This is defined as:- <b><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></b> and playing Rugby and Rugby player shall be defined accordingly.
<b>Member</b>	This means an individual who has had an application for Income Replacement Insurance accepted by the Society, and whose plan is currently in force.
<b>Plan Eligibility Criteria</b>	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 Professional Rugby Players. The full criteria can be found on page 4.
<b>Waiting Period</b>	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.
<b>Occupation</b>	The kind of work a person might do, not their particular job.
<b>Suited Occupation</b>	This is a reasonable alternative and gainful <b><i>Occupation</i></b> which you can perform with any employer or on a self-employed basis. By which we mean an <b><i>Occupation</i></b> to which you are suited by education or experience, or which you might reasonably be expected to seek and obtain or, for which you might reasonably be expected to train or retrain.

### Content

• Aims.....	Page 3
• Your Commitment .....	Page 3
• Risks .....	Page 3
• Your Questions Answered.....	Pages 4 – 13
• Plan Charges.....	Page 14
• Cancellation Rights .....	Page 14
• Data Protection Statement .....	Page 14
• Reviewing Your Plan .....	Page 14
• Other Facts .....	Page 15
• Useful Information .....	Page 16

## Important Note

The Financial Services Authority (FSA) is the independent financial services regulator. It requires us, Wiltshire Friendly Society Limited, to give you this important information to help you decide whether our Group Personal Income Replacement Plans are right for you. You should read this document carefully so that you understand what you are buying and then keep it safe for future reference.

It does not contain the full terms and conditions of your plan. These can be found in the Policy Terms And Conditions document, which should be read in conjunction with our quotation, our letter offering to provide you with a plan and the Society's rules, which contain the general rules applying to Society membership.

This document provides generic product information that is not intended to constitute advice. We recommend that you take advice from an Independent Financial Adviser about the suitability of our plans for you.



## 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 participate fully in our claims admission and management processes when you claim.
- 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 Insurance (also referred to as Income Protection Insurance) 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?

#### • *Plan Eligibility Criteria*

To be eligible to apply for a plan and continue to hold cover you must:-

- be playing for a recognised professional Rugby club in England, Wales, Scotland or Northern Ireland;
- 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;
- be aged 18 or above and, except when agreed otherwise by the Society, aged 35 or below (you must also be aged 32 or below at the commencement of your plan, as referred to in the next section);
- 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.

#### 1. At the start of your plan

- You decide how much regular benefit you will need if you are incapacitated and cannot work. To arrive at this amount you will need to consider how much you can afford and the following:-
  - how much cover do you need? You cannot cover more income than you actually receive and if you do we will not pay any benefit that exceeds the limits referred to on page 6;
  - although we will cover up to 60% of your basic gross income, the effect of taxation varies from individual to individual. As a rule of thumb, your benefit should be at least 10% less than your net take home pay. If it is not, you may be over insured;
  - what other Income Protection policies do you hold? The limits on page 6 are overall but you must also take into account benefit you might receive from other policies. At the time of claim we will consider this and, if necessary, reduce benefit to be paid to reflect any other cover you may have. Therefore cover under your plan must properly reflect your other insurance arrangements;
  - regular payments you might receive from a pension plan.
- You will be required to complete an application form and our underwriting and acceptance processes.
- Premiums are payable throughout the duration of your plan, including during periods of claim. You have the option to choose to insure the premiums, so that when benefit is being paid they are repaid to you. The maximum benefit payable in this respect is also subject to the limits outlined on page 6.
- The standard *Waiting Period* applicable to professional Rugby players is 26 weeks. If you are over the age of 30 at the commencement of your plan, this is extended to 52 weeks for any claim arising within the first year of your plan. Other waiting periods may be available, if required to suit your particular circumstances.
- At the commencement of your plan, you must be *Actively Playing Professional Rugby*.
- You must be aged 32 or below when your plan commences.
- The Society will require the following before your plan can commence:-
  - confirmation that you are contracted to a recognised Club Employer;
  - proof of income;
  - confirmation that you are *Actively Playing Professional Rugby*;
  - payment of the first premium.

#### 2. During the life of your plan

- When you are not able to work because of incapacity and provided you lose income as a consequence, you can submit a claim. You may submit as many claims as you need throughout the duration of your plan.
- Claims will continue until the standard and other criteria for cessation are met. Please refer to pages 9 and 10 for more information.
- You may apply to alter your cover at any time. Please refer to page 7 for more information.

### How Does It Work? (Continued)

#### • **Plan Eligibility Criteria – Playing For Non United Kingdom Club Employers**

The Society may continue to provide cover if you are contracted to a Club Employer situated in some other member states of the European Union. This is not an automatic policy term and we will only agree to this under very strict terms. The following terms will apply if we agree to a request to do so, and we may also apply other specific terms:-

- you must apply to us in writing and receive our written agreement BEFORE you commence playing abroad and in any case this must be done whilst you are actually in the United Kingdom;
- you must be a United Kingdom national, hold a United Kingdom passport and you must be domiciled in the United Kingdom (i.e. you must be able to demonstrate that you fully intend to return to full United Kingdom residence);
- whilst you are playing abroad you must at all times maintain a place of residence in the United Kingdom to which we can send all correspondence;
- you must maintain a United Kingdom Bank account from which you pay your premiums and to which we may directly remit any benefit payable;
- the maximum period that we will agree to you playing abroad, on any one occasion, will be two years or, if less, during two consecutive annual playing seasons;
- apart from any contractual rights you will be unable to make changes to your plan whilst you are playing and resident abroad, the contractual rights referred to are Career Build Escalation and Plan Suspension;
- we reserve the right to terminate your plan immediately if any of the above or, any other agreed terms, are breached.

#### 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 – unless you are between contracts and you have suspended your cover. Please see page 8 for more information about suspension.
- Your normal retirement age is deemed to be 35, your plan will cease automatically at the end of the club playing season immediately following your 35<sup>th</sup> birthday.
- If the Society agrees in writing to extend your retirement age, your plan will cease at the end of the club playing season immediately following the date on which you attain that age. Any such extension will be at the discretion of the Society and subject to terms agreed at the time.
- 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**, and you have already submitted a valid claim, your cover will continue until that claim ceases, provided that you continue to pay premiums as they are due. Please refer to pages 9 and 10 for more information about claim cessation.
- 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 pre-determined standard age, your State Pension Age or your 68<sup>th</sup> 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 your new plan commences immediately this plan terminates, with no break, you do not apply for higher benefit or a shorter **Waiting Period** than that 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.

- Your plan and benefits under it will cease all together if you die.
- You may cancel your plan at any time by giving us one clear month's notice. Premiums are 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](#).
- For players who are not United Kingdom nationals and are not normally domiciled in the United Kingdom, there may be restrictions on the payment of benefit. We will agree individual terms in this respect when you first apply for your cover.
- We reserve the right only to offer cover on special terms or not to offer cover at all.

### What Income Can I Insure?

- The maximum gross income that can be covered is £97,500 per annum.
- The maximum benefit which your plan can provide is the lower of 60% of your basic 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 basic gross income payable by your Club Employer under your written contract, paid through the PAYE system. For the avoidance of doubt the following is not included:-
  - unearned income;
  - benefits and payments not included in the basic income payable by your Club Employer under your written contract;
  - income not paid to you through your Club Employer's PAYE scheme;
  - income arising from playing Rugby other than basic income payable by your Club Employer under your written contract;
  - bonuses and performance related pay.

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. Your personal limit also may be affected by other Income Protection policies you might hold. You must tell us of any other such policies you hold at the start of your plan or immediately when added or cancelled during the life of your plan.

- 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, dependent on your employment circumstances at that time, the Society reserves the right to reduce the maximum gross income to be covered thereafter to the applicable standard maximum for other plans (currently £70,000 subject to a maximum cover of 60%).

**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 pre-agreed 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 require you to complete a health and lifestyle questionnaire. This will provide us with information about your past and current medical history, details of participation in any other sports and leisure activities, including those of a hazardous nature. Normally this will be completed in a telephone interview conducted by a qualified nurse.

### When Will My Plan Start? (Continued)

- 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 any or all of the following:-
    - higher premiums;
    - a longer **Waiting Period**;
    - other non standard terms;
  - *Decline*:- your medical history, your lifestyle or participation in other hazardous activities represent 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 14.
- 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. You will need to be in good health and **Actively Playing Professional Rugby** at the time the alteration takes effect. If you wish to increase your cover, you will need to be aged 32 or below. 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 provided you are aged 32 or below at the time. 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 such 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 increase will be subject to our maximum age, income and benefit limits and will be on the in force terms applying to new plans for professional Rugby players at that time. You will need to be **Actively Playing Professional Rugby** before any such increase can take place.
- If, when you cease to be eligible for cover as a professional Rugby player, you apply to continue your cover under any of the Society's other plans, cover under the new plan will normally revert to the Society's standard terms and premium rates (which are lower than the standard rates applying to plans for professional Rugby players). This will also be subject to any individual terms already applied to your cover as a professional Rugby player and the following:-
  - unless agreed otherwise by the Society, 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;
  - you will need to be resident and working in the United Kingdom;
  - your new plan will be written to cease at the earlier of the standard retirement age applying to that plan, your State Pension Age or your 68<sup>th</sup> birthday;
  - you should inform the Society of your new **Occupation** and job and review the amount of benefit insured. This will be to ensure that it is suited to your new circumstances and is within our in force cover limits at the time (which may be lower than those applied to your cover as a professional Rugby player);
  - 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 that period applied to your plan as a professional Rugby player, 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, additional premiums or to decline the amendment.

Subject to the foregoing, cover under your new plan will continue without the application of any additional exclusions or restrictions to any already applying to your existing plan.

### 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. This will not apply to any extension of your plan beyond the standard retirement age of 35.

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.

### 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, for example, if you are between contracts, you wish to take a sabbatical or to take study leave. You may also apply to suspend cover if you experience temporary financial difficulties.
- You will need to tell us the reason for suspension and provide us with an estimated re-instatement date. If we agree to the suspension there will be a small policy maintenance premium. Alternatively, if you are between contracts and you wish to maintain cover for non Rugby related incapacities, we will provide a quotation for this at the time.
- You can only suspend cover in this way for a maximum of 2 years in any 5 year period.
- You should remember that if you suspend your cover fully for any reason, you also will not be able to claim for non Rugby related incapacities.
- To resume full cover, you will need to be in good health and *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.
- If you play Rugby, whether professionally or otherwise, during a period of suspension, we will require a health and lifestyle declaration and we may apply terms to any resumption of full cover if you have suffered injury as a result, or this has had other adverse impacts on your health.

**Claims will not be accepted during any period of cover suspension.**



### 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. Please also see the risks section on page 3.
- The Society reserves the right to cancel any plan if premium arrears are greater than 2 months.

### When Can I Claim?

Your plan insures you against two specific risks that may cause you to lose income, they are as follows:-

1. Any incapacity which you suffer as a consequence of following your **Occupation** of professional Rugby player (**Incapacity Arising From Playing Rugby**):- and
  2. Any incapacity arising from illness or accidental injuries that do not occur as a consequence of you following your **Occupation** of professional Rugby player.
- Irrespective of the cause of your incapacity, at the commencement of your claim you will be considered incapacitated, and therefore eligible to claim benefit, if your incapacity is one that fully prevents you from following the **Occupation** of professional Rugby player, provided always that you are following no other **Occupation**.
  - Unless it is terminated earlier under the terms laid out in the following section, when your claim has been paid for a maximum of 24 months, the definition will change and you will be considered incapacitated, and therefore eligible to continue to claim benefit, only if your incapacity is one that fully prevents you from following the **Occupation** of professional Rugby player and which also fully prevents you from following any other **Suited Occupation**, provided always that you are following no other **Occupation**.

### When Will My Claim Cease Or Change To A Proportionate Basis?

**To understand when any claim you make will cease altogether or change, you must read all of the following section as a whole.**

- Payment of benefit (full or proportionate) will cease when any of the following standard criteria apply:-
    - you no longer meet the eligibility definitions described above in the section “When Can I Claim?”;
    - except as provided in the clause immediately below this, at the end of the club playing season in which you attain the age of 35 or, if earlier, when the maximum claim duration of 10 years is reached.
- For the avoidance of doubt the definitions referred to above, in the section “When Can I Claim?”, will apply and therefore only the first 24 month of any such claim will be on an “own occupation basis”;**
- for claims relating to incapacity that arises during the club playing season in which you attain the age of 35, when benefit has been paid for a total of 12 consecutive months;
  - you actually train for or play Rugby, whether professionally, semi-professionally, informally or for leisure purposes;
  - 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**;
  - you return to work for any Club Employer as a professional Rugby player;
  - you take up an alternative **Occupation** or carry out any form of work whether paid or not, but this also is subject to your eligibility to continue to claim and receive proportionate benefit as described on page 10;
  - you no longer lose income because of your incapacity;
  - if you are receiving proportionate benefit, when your income exceeds the level of gross income you have actually insured;
  - you die.



### When Will My Claim Cease Or Change To A Proportionate Basis? (Continued)

- Payment of benefit will also cease if:-
  - your plan is terminated 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 or do not fully disclose, when required to do so, material and relevant facts;
  - you do not agree to, or attend, an independent assessment of your incapacity or ability to work if the Society requires you to do so;
  - you refuse to take part in any interview or claims questionnaire process;
  - you withhold consent for us to seek and obtain medical information from your doctor or from any other medical practitioner involved in your care and treatment;
  - you withhold consent for us to seek and obtain relevant information from your Club Employer or from any other employer if your Rugby career has been terminated;
  - you unreasonably refuse any treatment advised or recommended by your doctor, specialist or other medical attendants;
  - you do anything that worsens or otherwise adversely affects your incapacity, when advised, recommended or instructed not to do so by your doctor, specialist, other medical attendants or your Club Employer's officials and management staff; or if you fail to take appropriate advice before doing so;
  - you do anything that delays your recovery from your incapacity;
  - you fail to notify us in writing, before or immediately on doing so, that you are intending to return or have returned to any **Occupation** or job, whether paid or unpaid and whether temporarily or otherwise;
  - you fail to co-operate with us or otherwise fail to take part in our claims management process;
  - you fail to provide us with your credible plan to seek and obtain an alternative **Occupation** when you are required to do so or, if you unreasonably fail to follow that plan.
- Payment of full benefit may be replaced by a proportionately lower level of benefit, if you:-
  - do not lose income fully as a consequence of your incapacity, this may be the case at the beginning of a claim or as it progresses;
  - return to any form of work for your Club Employer during a period of recuperation and rehabilitation under medical guidance;  
In such circumstances:-
    - the standard and other criteria referred to on page 9 and above continue to apply;
    - the amount of full benefit originally payable will be reduced in proportion to the actual percentage reduction in your pre-incapacity basic gross income;
  - 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:-
    - the standard and other criteria referred to on page 9 and above continue to apply;
    - subject to the clause immediately below this, the amount of full benefit originally payable will be reduced in proportion to the actual percentage reduction in your pre-incapacity basic gross income payable by your club employer;
    - if your pre-incapacity basic gross income exceeds our maximum gross income limit, applying at that time, which is currently £97,500 per annum (please also see page 6) we will substitute that limit in place of your pre-incapacity basic gross income, when calculating the amount of proportionate benefit to be paid;
    - if, whilst you are in receipt of proportionate benefit your income increases your benefit level will further decrease in proportion, but if your income decreases the level of benefit being paid will remain unchanged.
- The Society reserves the right to reclaim any benefit paid incorrectly or overpaid.

### How Do I Claim?

#### Step 1 – Notification

- You must notify us within 13 weeks if you cease to be **Actively Playing Professional Rugby** because of injury or illness. You must do this irrespective of whether or not you believe you might need to submit a claim. If you do not do this and subsequently you need to claim, your claim may be delayed or disallowed. We will not accept a claim if, at the time you submit it, you have already returned to work.

#### Step 2 – Claim Form

- If you need to submit a claim you will be required to complete and send us a claim form. When doing so you also will be asked to complete a consent form for us to obtain further information from your doctor, specialist(s) or other medical attendants involved in your care. You will also be asked for your consent to us obtaining relevant information from your Club Employer.
- We will then process your claim before accepting it and confirming the date on which payment of regular benefit will commence.

#### Step 3 – Claim Processing and Acceptance

- We will need to make sure the claim is valid and within our income and benefit limits. We will do this by:-
  - reviewing your claim form and other related information you may supply separately;
  - reviewing the medical information we receive from your medical attendants;
  - seeking proof of your pre-incapacity income;
  - confirming that there are no special terms which were applied at the start of your plan (or from the date of any subsequent alteration), that might restrict or otherwise affect the payment of benefit;
  - seeking further information from you, your Club Employer, your medical attendants and our medical advisers, if we need it.
- We may require you to attend for interview prior to commencement of payment of benefit.
- If, from the outset, it is known or suspected that your incapacity will lead to the termination of your Rugby career we will also require the following from you:-
  - if you have not already provided this, details of any professional or vocational qualifications you hold and, details of any university or further education courses which you have attended (or are attending) and the qualifications gained or anticipated;
  - a credible plan for seeking and obtaining an alternative **Occupation** after the contract with your Club Employer is terminated;
  - details of the settlement reached with your Club Employer for the termination of your contract and in particular details of your final pay and compensation for loss of earning;
  - details of any alternative career or work you are actively seeking.
- When we have completed all processes, and your claim is valid we will confirm in writing the amount of benefit payable, the date on which payment will commence, the probable claim duration and any other contract terms that might apply.

#### 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 the applicable **Waiting Period** or, if later, from the date you first lose income, as a consequence of your incapacity.

#### Step 5 – Claims Management

- We will regularly communicate with you to check on the following:-
  - the progress of your incapacity;
  - your capability for work;
  - whether or not you will continue with your **Occupation** of professional Rugby player;
  - if applicable, your plans for an alternative career or work and their progress;
  - if you are being paid proportionate benefit, proof of your reduced income.
- We may also request copies of your tax returns and the accounts of any business in which you may be involved and we may also request your attendance at an interview.
- As your claim progresses, we may ask you to attend for consultations with healthcare and other professional advisers, appointed by us, so that we may obtain objective advice regarding your continuing incapacity and fitness or otherwise for work.
- For claims relating to anxiety, stress or depression and any other mental incapacity – within 12 months of the date of the commencement of that incapacity – we will require written proof that you have been assessed by a specialist mental health practitioner who has provided a diagnosis, a prognosis and who confirms to our satisfaction that you are eligible to continue your claim. Please refer to page 9, in the section “When Can I Claim?”, for more information about eligibility.
- If, as your claim progresses it becomes apparent, or it is suspected, that because of your incapacity you will not return to your Rugby career, we will also require the following from you:-
  - if you have not already provided this, details of any professional or vocational qualifications you hold and, details of any university or further education courses which you have attended (or are attending) and the qualifications gained or anticipated;
  - a credible plan for seeking and obtaining an alternative **Occupation** after the contract with your Club Employer is terminated;
  - details of the settlement reached with your Club Employer for the termination of your contract and in particular details of your final pay and compensation for loss of earnings;
  - details of any alternative career or work you are actively seeking.

### 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 and need to claim because of the same cause of illness or injury, we will waive your plan **Waiting Period**, but payment of benefit will not re-start until you lose income as a consequence of your incapacity. We will link the new claim to the original when deciding for how long it will be paid.
- In all cases if a claim is submitted for the same cause of illness or injury that occurs more than 12 months after benefit has ceased on the previous claim, it will be treated as a new claim and your plan **Waiting Period** will be applied again.

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

#### Non Work-Related Accidents

- A non work-related accident is one that does not meet the definitions outlined below in the section headed “Work-Related Accidents”.
- The standard **Waiting Period** will be waived if you suffer an incapacity arising from a non work-related accident. Benefit will be payable from the first day of that incapacity, subject to a minimum claim duration of 1 week. To be eligible for this you must also suffer loss of income because of your incapacity.
- The other terms and conditions referred to on pages 9 and 10 in the section “When Will My Claim Cease Or Change To A Proportionate Basis?” will apply in full.
- 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

- 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 or any commercial sponsors, 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 any other arrangement with:-
    - your Club Employer;
    - 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 or any commercial sponsors, to or from the events or functions described above.
- If you need to claim for an incapacity arising from a work-related accident, the normal claims admission process will apply.
- 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.

### 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:-

- You have no income at the time your incapacity starts – for example you may be between contracts and not suspended your cover.
- You do not lose income as a consequence of your incapacity.
- You have temporarily suspended your cover.
- 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 whilst your premiums are in arrears, your plan **Waiting Period** will not commence until the arrears are cleared.
- Your premiums are 2 months or more in arrears. In this case 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.

### 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 after salary deduction, by your employer) and so there will be no impact on your personal taxation. If your premiums are paid for you by your employer, other than on a salary deduction basis, 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.

## Cancellation Rights

After your plan has commenced we will send you a cancellation notice, outlining your right to cancel.

If you change your mind, and do not wish to proceed further with your plan, you may cancel it provided you do so before the later of 30 days after your plan commenced or after you receive the cancellation notice. If you do cancel within this period, you will receive a full refund of all premiums paid.

You may cancel by returning the form attached to the cancellation notice or by contacting the Society by any of the methods outlined in the “Useful Information” section on page 16.

If you do not cancel your plan as outlined above and wish to cancel later, you will need to give us one clear month’s notice.

No refund of premiums will be made other than during the 30 day period defined above.

## 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.

## Reviewing Your Plan

You should review your cover regularly (preferably at least annually and certainly on changes to your employment contract) to ensure that you have sufficient cover for your needs when you are unable to work because of incapacity. You should contact your adviser if you think you do not have enough cover and you would like to increase it.

Similarly you should check that you do not have too much cover – please remember that the Society will only pay benefit that does not exceed the income and benefit limits outlined on page 6. You should contact your adviser immediately if you think you are over-insured in this way and make sure your cover properly reflects your current circumstances.

## 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.

### You May Contact Us As Follows:-

- By telephone:-

All enquiries	01225 752120 - Main switchboard
Application queries	01225 756793
Claims	01225 756789

- By email:- [info@wiltshirefriendly.com](mailto:info@wiltshirefriendly.com)

- Or you can write to us at:-

Wiltshire Friendly Society Limited  
Holloway House  
Epsom Square  
White Horse Business Park  
Trowbridge  
Wiltshire  
BA14 0XG

- Our website:- [www.wiltshirefriendly.com](http://www.wiltshirefriendly.com)

### How To Complain About The Service Provided By The Society

We aim to provide you with the very best service possible. However, if we have fallen short please do let us know.

If you wish to complain about any aspect of your plan or membership or the service you have received from us, please let us know by any of the means shown above. If you choose to do so by letter please address it to the **Operations Manager**. When we receive your complaint we will acknowledge its receipt and provide you with a copy of our complaints procedure. We will then investigate your complaint and try to resolve it with you. If, when we have completed our procedures and issued you with our final response, you are not satisfied with the outcome, or if after 8 weeks we have failed to issue you with a final response, you can refer your complaint to the Financial Ombudsman Service (FOS) at:

Address:	South Quay Plaza, 183 Marsh Wall, London, E14 9SR
Telephone No:	0800 0 234 567
Website:	<a href="http://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a>

### Financial Services Compensation Scheme

In the unlikely event that the Society cannot meet its financial obligations you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). More information is available from the FSCS at:

Address:	7th floor, Lloyds Chambers, Portoken Street, London, E1 8BN
Telephone No:	0800 678 1100
Website:	<a href="http://www.fscs.org.uk">www.fscs.org.uk</a>





WILTSHIRE



FRIENDLY

SOCIETY LIMITED

INCOME REPLACEMENT INSURANCE SINCE 1887

Holloway House, Epsom Square, White Horse Business Park, Trowbridge BA14 0XG  
Tel: 01225 752120 Email: [info@wiltshirefriendly.com](mailto:info@wiltshirefriendly.com)  
Incorporated under the Friendly Societies Act 1992  
Authorised and Regulated by the Financial Services Authority