

# Shepherds: Premier Protect

**Policy Objective:**

Provide income if an incapacity caused by an injury or illness prevents you from being available for selection.

**Terms & Conditions:** PRP-T&C-08-12

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



## General information

Product Availability:	Existing Policyholders Only
Provider:	Shepherds Friendly Society
Regulated by the FCA:	Yes
AKG Financial Strength Rating:	B-, Satisfactory (27/11/2018)
Premium type:	Reviewable, 3 months' notice
Premium frequency:	Monthly
Entry Ages:	Between 16 and 28 years
Medical underwriting?	Yes, for all applicants
Is the policy valid if contracted to a club outside the UK?	No details in Terms & Conditions
Can the Terms & Conditions change once the policy has commenced?	No
Requirements to commence policy:	Completed 3 competitive game
Deferred (Waiting) period:	26 weeks
Definition of income:	Annual Basic Salary
Maximum insurable lump sum:	Lower of 60% of Basic Annual Salary or £5,000 per month
Is the benefit taxable?	No, it is tax free
Can I increase the lump sum I am insuring with contract changes?	No, the policy is not available for new business
Will the increase be on the same terms?	N/A

### Important Information

This document represents a summary of the Shepherds Premier Protect policy and the referenced Terms & Conditions provided by Shepherds Friendly Society. This document has not been designed or approved by Shepherds 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?	Introducer Fee

## Claim information

Does the income increase?	No
How long will the income be paid for?	To age 55 if unable to perform activities of daily living. To age 40 if in a suited occupation, maximum of 5 years if over 30 when claiming
What is the minimum period the income will be paid for?	None
Does the level of income reduce?	Yes, 60% of chosen level on starting a suited occupation
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, 6 months with benefits
What happens if I do not start a suited occupation?	Income payments will stop & 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?	Yes, unless under age 26 when the plan started
If I am in claim do I have to continue to pay the premiums?	Yes
If I move outside the UK & I am in claim will the income stop?	No
How long is the Linked claim period	3 months
At what age does the policy stop insuring me to play rugby?	33 years
Who do I contact to make a claim?	Shepherds Friendly 03333059195



## 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/>

**Guaranteed Premiums** Stay the same unless you alter your plan. You will always know what your premiums will be.

**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.

**Annual Basic Salary** Agreed earnings consist of annual basic salary from your Rugby Club as evidenced by your contract.

**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.

**Introducer Fee** A fee payable by the Shepherds Friendly Society adviser to the person who introduced the policyholder. This could be another financial adviser, an agent or anyone with an introducers agreement with the provider.

**Proportionate Benefit** 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** If you are unable to follow your 'own occupation' or one for which you are suited. When you take out the Plan your own occupation is professional Rugby Player. Shepherds Friendly Society will only continue to pay the benefit once you are unable to follow your own occupation if you are unable to perform the activities of daily living, have a terminal illness or have entered a suited occupation where your net income is less than your insured benefit in which case a proportionate benefit is paid.

# Shepherds Premier Protect Professional Rugby Player Income Protection Plan

Terms and conditions

## **The Shepherds Friendly Society Limited**

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The Head office and Registered office of The Shepherds Friendly Society is based in the United Kingdom.

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## **1** The Contract

The contract between you and us is made up of the following documents.

- The plan, including the plan document and endorsements (any changes made to the original plan).
- The application for the plan.
- The record of the tele-interview.
- These standard terms and conditions.
- Any letter, fax or e-mail that you send us to tell us about any significant changes to your current circumstances.

## **2** Your application

**2.1** You must be aged from 16 up to and including 28 at the start of the Plan.

**2.2** When applying for a Plan you must be contracted as a professional player (i.e. you do not have any other occupation) to a Rugby Club which is properly constituted and governed by the sport's governing bodies in the United Kingdom.

**2.3** We will not accept applications from players who are currently unable to play because of incapacity caused by accident, illness or injury.

**2.4** An application will be considered once a player has returned to playing following such incapacity and has completed 3 competitive games (not including reserve games) for his Club.

**2.5** You must play for a club in the UK. If you decide to play for a club outside the UK your Plan will end.

**2.6** You must complete a tele-interview if we request you to. This may be with our underwriters or our underwriting partner Morganash.

**2.7** If you apply to increase your cover you must complete a further tele-interview with our underwriters or our underwriting partners Morganash to establish if increased cover can be offered.

**2.8** If you wish to reduce your waiting period you cannot claim within 6 months of this change.

**2.9** This Plan does not have a cash in value.

## **3** Underwriting

**3.1** For us to make a decision on your application you must give us all the information we need regarding your health and lifestyle. If you do not tell us everything you know about your health and lifestyle the plan may not be valid. This means that if we later find out that you did not give us all the facts we may not be able to make a payment when you make a claim.

**3.2** We may use underwriters or trained nurses to gather information regarding your medical history and injuries. If you are not prepared to take part in a tele-interview we will not be able to process your application or make changes later.

## **4** Terms and conditions of the Plan

### **4.1** Period.

The Plan ceases when you are no longer contracted as a professional Rugby player as defined in clause 2.2 above or have reached the age of 33.

### **4.2** Benefit levels.

**4.2.1** Whilst you are contracted as a professional Rugby player as defined in clause 2.2 above the maximum level of cover, which you select when the Plan starts, is up to 60% of agreed annual earnings with a maximum of £5000 per month. Annual earnings are your annual basic salary as evidenced by your employment contract.

This level of benefit is payable, subject to your chosen waiting period, whilst you are either recovering from injury or illness and it has not been medically established that you will not be able to return to playing Rugby as a professional in the United Kingdom, or if it has been established that you will not be able to play professional Rugby in the UK and are unable to perform the activities of daily living or have been diagnosed with a terminal illness.

Any earnings still paid to you by your Rugby club employer will be offset against the benefit.

If you are totally permanently disabled and unable to perform the activities of daily living which include;

- Personal hygiene
- Dressing and undressing
- Mobility - walking without the use of assisting devices (walker, wheelchair or crutches)
- Self feeding
- Bowel and bladder management

or if you are diagnosed with a terminal illness the benefit will be paid until age 55 or until you die if sooner.

**4.2.2** When it has been established that you cannot return to playing professional Rugby in the UK but that you are able to carry out a suited alternative occupation the benefit payable will be a maximum of 60% of your chosen level and will be paid for a maximum of 6 months whilst you find a suited alternative occupation. If you have not entered suitable alternative employment within this period the Plan and its benefits end.

**4.2.3** When you have entered a suitable alternative occupation the benefit will be paid as a proportionate benefit. This means that the benefit paid will be the difference between your benefit level as defined in clause 4.2.2 above and your net income from all sources after income tax and national insurance deductions. The benefit will continue to be paid on this basis until age 40 or until your income from all sources after income tax and national insurance deductions exceed your maximum benefit. If you are aged over 30 when a claim is made the maximum period for which the benefit will be paid is 5 years unless the benefit is being paid under the terms of clause 4.2.1

**4.2.4** If you are under the age of 26 when the plan started and have no post "A" level qualifications you may wish to consider our further education option. We will pay your 60% of your chosen monthly benefit to fund a further education course, if we agree that such a course is likely to enhance your future earning ability. We will agree the career or careers you expect to enter, when you have obtained your qualification, before the benefit commences.

### **4.3 Payment of the benefit**

**4.3.1** Payment of the benefit commences when your chosen waiting period has ended and you are unable to play Rugby because of illness or injury as a professional player in the UK and are no longer receiving an income from your Rugby club employer.

**4.3.2** Payment will be made in Pounds Sterling to a UK bank account.

**4.3.3** Payment continues as defined in clauses 4.2.1 and 4.2.2 and 4.2.3 and 4.2.4.

**4.3.4** Payment of the benefit ceases when you commence playing again as a professional Rugby player, or as defined in clauses 4.2.1 or 4.2.2 or 4.2.3 or 4.2.4 or you die.

**4.3.5** If you fail to pay premiums when due the Plan will end.

**4.3.6** If you are in a suited occupation and decide to leave it benefits under the Plan cease to be paid. If you then obtain a new suited occupation, agreed by us, on reduced remuneration terms a proportionate benefit will resume. You must continue to pay your Premium during this period. If you do not obtain new suited employment within 6 months the policy and its benefits will end.

**4.3.7** If you are in a suited occupation and you are made redundant benefits under the Plan cease to be paid. If you then obtain a new suited occupation, agreed by us, on reduced remuneration terms a proportionate benefit will resume at the difference between your benefit level as defined in clause 4.2.2 above and your new net income from all sources after income tax and national insurance deductions. During the redundancy period you will not need to pay premiums. If you do not obtain a new suited employment within 12 months the policy and its benefits will end.

### **Premiums**

**5 5.1** You must pay all premiums by direct debit and on time. Payments must be made in Pounds Sterling from a UK bank account.



**5.2** Premiums depend on your level of cover and your chosen waiting period. Please see rate table for details.

**5.3** The quoted premium rates are reviewable depending upon the claims experience of the product and should any increase in premiums become necessary as a result of this you will be given 3 months written notice of any proposed changes.

**5.4** Waiver of premium is included which means that if a claim is in payment you do not have to pay the premium until the claim ends.

If you cease to be a professional Rugby player and a proportionate benefit is being paid, you will need to pay premiums applicable to the amount of the proportionate benefit you are receiving under the plan.

**5.5** If your bank return a Direct Debit request unpaid, we will only try and claim the premium once more. If this second request is also returned unpaid the plan will end.

## **6** Claims

**6.1** You must make all claims in writing and sign them. We will pay any benefits to you or your legal representative. We will not accept claim forms by fax or e-mail.

**6.2** At the time of the claim we will need evidence of your earnings as defined in clause 4.2.1. We will also need the original medical certificate and/or other evidence confirming the medical position from your first day of sickness/injury. Delay in receiving such information could result in the payments of benefits being delayed.

**6.3** You must complete and return your claim form at least 28 days before the date of the first expected benefit payment, If you are late in submitting a claim we will make the first payment as soon as we can but we will not back date it. However we will not apply this condition if your incapacity has physically prevented you from meeting it or you have been confined to hospital.

**6.4** Please make sure that you send in medical certificates within seven days of the last one running out. If we do not receive a medical certificate within this period, we will assume that you have returned to work, and your benefit payments will end.

**6.5** All documents, correspondence, medical certificates and medical reports we request must be supplied to us in the English language to enable us to commence and continue paying a claim.

**6.6** For us to continue paying your benefit, you must:

- Produce a doctor's certificate (if you have an ongoing sickness or injury) when we ask you and in a format acceptable to us.
- Agree to us making enquiries in relation to medical advice and treatment received.
- Fill in review forms when we ask you to.
- Fill in a medical consent form if we ask you to.
- Not unreasonably refuse treatment or surgery your doctor has recommended.
- Not do anything which delays your recovery from the sickness or injury.
- Not do any paid work without letting us know in writing.
- Provide more information about the claim if we ask you to.
- Go to consultations with our nominated medical specialists if we ask you to and such consultations will normally be in the United Kingdom.
- Satisfy us that you are unable to carry out a suitable occupation.

**6.7** We have the right to refer you to an independent medical adviser which we will pay for. We may not pay your sickness benefit if you do not see the medical adviser.

**6.8** If you fail to do any of these things when we ask you to we may refuse to pay your benefit.

**6.9** For conditions of a mental or nervous origin including stress, anxiety and depression and injured back or neck 3 months after diagnosis we reserve the right to request evidence that you are

following any recommendations made by your medical adviser or a medical adviser we have referred you to.

**6.10** We will continue to pay your benefit if you are unable to follow your 'own occupation' or one for which you are suited. When you take out the Plan your own occupation is professional Rugby Player.

We will only continue to pay the benefit once you are unable to follow your own occupation if you are unable to perform the activities of daily living, have a terminal illness or have entered a suited occupation where your net income is less than your insured benefit in which case a proportionate benefit is paid (see clause 4.2.3.)

We may use medical opinion and experts in your field of employment in our assessment of whether you are well enough to follow either your own or a suited occupation.

**6.11** We pay benefit for a sickness or injury, but not for the following.

- Sickness or injury which does not prevent you from carrying out your usual employment.
- If you are addicted to alcohol or solvents, or you are ill as a result of taking drugs (except those prescribed by a doctor) or if you have deliberately injured yourself.
- War, an invasion, hostilities (whether war is declared or not), civil war, rebellion, revolution or taking part in a riot.
- Cosmetic surgery for non-medical reasons, or complications resulting from this surgery.
- If you fail to follow medical advice, or refuse to have surgery or treatment which your doctor or ours has recommended.
- If you fail to follow the current regulations relating to health and safety at work.
- HIV or AIDS, except if you contracted (caught) it while carrying out your 'own occupation', through a blood transfusion you received in the UK, or as a result of a physical assault.

**6.12** We will not pay benefit if you suffer sickness or injury caused by taking part in dangerous activities and fail to use the correct equipment or undertake and utilise the appropriate training. This clause does not apply to your own occupation

activity as a professional sports person taking part in properly organised professional sporting activity.

**6.13** If you are declared fit to play Rugby following an injury and this injury recurs in the same area of the body, within a 3 month period, we will treat this as a linked claim and we will not apply the waiting period.

Sickness benefit will start again from the date your injury recurs providing you are not receiving any income from the Rugby Club. If you are receiving an income from the Rugby Club we will start to pay benefit once this stops.

## **7** Cancelling the plan

**7.1** You can cancel your plan within 30 days of receiving your plan documents. If you cancel within this period, we will automatically refund any premiums you have paid.

**7.2** You can cancel your plan at any time after the first 30 days but you will not be entitled to any refund of the premiums you have paid.

## **8** Changing your address

It is your responsibility to let us know when you change your address.

## **9** Compensation

If you are making a claim because of an accident or a malicious incident at the hands of a third party, we have the right to recover benefits paid by us from any compensation you receive from any third party.

## **10** Fraud and negligence

**10.1** We will not pay on claims that we consider to be fraudulent and the plan will be cancelled.

**10.2** If you have an accident that was as a result of your own negligence (something you did or failed to do), we have the right to refuse to make the payment.

**10.3** We are also required by legislation to establish the identity of customers we deal with. This means we may have to verify your identity and if so this would involve electronic identity checks, for example checking against the Electoral Roll.

## **11** Law

**11.1** This plan is governed by the laws of England and Wales.

**11.2** If there is a change in the law or the way tax applies to us or you, we will have the right to adjust the benefit or the plan (or both) in a way which ensures that we do not break the law or taxation rules. We will write giving 30 days notice of any change and explain the reasons for it.