

Affinity Personal Income Replacement Plan

Plan Terms and Conditions

Purpose of this Plan Terms and Conditions

This is the Policy Document and contains the terms and conditions associated with this Plan.

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Definitions

Some terms used have a particular meaning in the context of this document or are technical in nature. These are highlighted in *Bold Blue Italic Text* throughout. In some cases the words may have a slightly different meaning in daily use. Therefore, because this is a legal document, we set out below their meaning in the context of this document and the other formal documents relating to the contract between you and us.

Actively At Work	 To be <i>Actively At Work</i> you will be in good health, not have received medical advice to refrain from <i>Work</i> and you will be actively following your normal <i>Occupation</i> as follows: If you are employed you will be working your normal hours in accordance with your contract of employment. If you are self-employed you will be following your normal working pattern and working hours. In either case, you will be capable of doing so and would be, if it was not for an authorised leave of absence not related to <i>Incapacity (for example annual holiday)</i>.
	And "actively working" shall be construed accordingly.
Contribution(s)	Regular payments to the Society to pay for your Cover .
Cover	The total amount of <i>Regular Benefit</i> provided by your <i>Plan</i> .
Deferred Period	The period at the beginning of your <i>Incapacity</i> for which no <i>Regular Benefit</i> is due or payable.
Existing Medical Conditions	Medical conditions that are active at the time you apply for your <i>Plan</i> or when you amend it at a later date.
Historical Medical Conditions	Medical conditions that are no longer active but which, in our sole opinion based on object medical advice and conventional medical practice, carry the risk that they may re-occur or which might give rise to other medical conditions in the future.
Incapacity	An illness or an injury caused by an accident, which causes you to be unable totally to carry out the normal duties of your <i>Occupation</i> immediately before the <i>Incapacity</i> began. And "incapacitated" shall be construed accordingly.
Income	Your <i>Income</i> from all sources. There are 3 definitions of <i>Income</i> which depend upon your personal circumstances. We will apply any of the definitions, or combinations of them, to reflect the circumstances you tell us about on your application form.
	Income from employment: is your personal taxable earnings from your employment. It comprises of your gross annual <i>Income</i> , overtime payments and bonuses as evidenced on your P60 end of year certificate; together with any taxable expenses or benefits actually added to your pay but excluding mileage, travel and any other re-imbursement of expenses.

	 2 Company Dividend(s): if you are employed and also eligible to receive dividend from the company that employs you ("the company"). You may add the average gross dividends received during the preceding 2 full Years to your basic Income when calculating your Total Insurable Income; subject to the following: You must also be in receipt of basic Income from employment by the company. Dividend must be paid regularly throughout any given Year and not deferred. The paying company's trading position must reasonably support the payment of dividends and the amount paid. Payment of dividend must cease when you are unable to Work due to Incapacity.
	3 Income from self-employment: is your personal share of business profits averaged over the preceding 2 <i>Years</i> , after deduction of your share of business expenses.
	Exceptionally, at our discretion and for sole traders only, we may also Cover agreed business expenses and capital commitments for reasonable business equipment <i>(other than cars)</i> for which you remain liable during any period you cannot Work due to Incapacity . You and we will need to agree details of this when you take out or amend your Plan .
Material Fact(s)	A fact <i>(or facts)</i> about your relevant circumstances that we ask for when forming our decision of whether or not we will offer you insurance and, if so the terms on which we will do so. A <i>Material Fact</i> is also a fact or facts that we ask for when considering whether or not any claim you submit is valid.
Maximum Cover Limit	The maximum proportion of your <i>Income</i> at any given time for which we will provide Cover .
Member <i>(s)</i>	An individual who has had his or her application for <i>Cover</i> accepted and whose <i>Plan</i> is currently in force. And, "membership" shall be construed accordingly.
	When you apply for Cover in accordance with the terms set out in this policy document and your application is successful and you have also accepted the terms offered, you will be automatically enrolled as a Member of the Society.
Occupation	The profession, trade or type of <i>Work</i> carried out by a policyholder – which may not mean a particular role which that policyholder may perform in the course of his or her <i>Work</i> .
Offer	The formal document that confirms the terms on which you are offered membership of the Society and how your <i>Plan</i> will provide the <i>Cover</i> . This will also set out any additional special personal terms, applying to you only, that may alter certain terms set out in this <i>Policy</i> ("special personal terms").

Plan(s)	Your initial <i>Membership</i> of the <i>Society</i> , the <i>Cover</i> provided by it and any subsequent additions to or other amendments of that <i>Cover</i> .	
Plan Retirement Age	The age at which your <i>Plan</i> will normally cease automatically. This will be the earlier of; the end of the <i>Month</i> in which you reach your state pension age or that in which you attain the age of 68.	
Policy	The terms and conditions under which we provide your <i>Plan</i> . And "policy document" and "policyholder" shall be construed accordingly.	
Proportionate Benefit	Reduced amounts of <i>Regular Benefit</i> paid during periods when you are not fully fit to <i>Work</i> . This might be the case if you are only able to <i>Work</i> on a limited basis or unable to carry out your own <i>Occupation</i> because of <i>Incapacity</i> and as a consequence you still lose <i>Income</i> .	
Regular Benefit	Payments made by the Society to replace part of your regular <i>Income</i> that is lost when you are unable to <i>Work</i> due to <i>Incapacity</i> . And "Benefit" shall be construed accordingly.	
Rules	The publicly registered terms and conditions stating the Society's purpose, how it is to be governed and managed and how it will provide the benefits of membership. All <i>Members</i> , the Board Of Management and the Society's employees are legally obliged to abide by the <i>Rules</i> .	
Total Insurable Income	The total of your <i>Income</i> from all sources that can be used as the basis for calculating the overall amount of <i>Cover</i> for which you are eligible.	
Work	Any <i>Work</i> you do under a contract of employment or on a self-employed basis and whether done for remuneration or otherwise. And "working" shall be construed accordingly.	
The following terms are also used:		
Month <i>(s)</i>	A calendar <i>Month</i> and "monthly" shall be construed accordingly.	

Month(s)	A calendar <i>Month</i> and "monthly" shall be construed accordingly.
Quarter	Periods of 3 <i>Months</i> commencing at the start of January, April, July or October of any <i>Year</i> , and "quarterly" shall be construed accordingly.
Week(s)	A full 7 day Week , including Sunday, and "weekly" or "daily" shall be construed accordingly.
Year <i>(s)</i>	A calendar Year and "yearly" or "annually" shall be construed accordingly.

1 Introduction

1.1 Who we are

Wiltshire Friendly Society Limited (*"the Society", "we", "us", "our"*) is an insurance firm and a mutual society. Being mutual means that the Society is owned by its *Members* and therefore has no shareholders to consider. It exists only for the benefit of current and future generations of *Members*.

We were founded in 1887 and specialise only in providing Income Replacement Insurance (also referred to as Income Protection Insurance). All *Plans* are provided on "Permanent Health" basis, which means that we cannot cancel a *Plan* other than as set out in the *Policy*.

As a Friendly Society, by law we are governed by our *Rules* which prescribe the way in which the Society is to be run and operated on behalf of *Members*. We provide insurance in accordance with terms set out in schedules to the *Rules* or as set out within a *Policy*.

In the case of our **Affinity Personal Income Replacement Plan** we provide **Cover** in accordance with terms and condition set out in a **Policy**. Therefore, this policy document sets out the insurance terms and conditions that will apply to your **Plan**.

1.2 The objectives of your Plan

- To pay *Regular Benefit* to replace a pre-agreed part of any (pre-tax) Income you might lose if you suffer Incapacity and, as a consequence of which, you are unable to Work.
- To provide a *Plan* specifically designed to meet the needs of *Members* who are grouped together by virtue of being a member of an Affinity Organisation.
- For the avoidance of doubt, although your *Plan* is set up under facilitating arrangements made with your Affinity Organisation of which you are a member, you will be the owner and the beneficiary of the *Plan* which must be paid for from your *Income* after deduction of income tax. If you are self-employed you may also pay by way of personal drawings from your business.

1.3 Summary of what we have to do

- To provide *Cover* in accordance with the *Policy* and the *Rules* of the Society.
- To continue to provide Cover until your Plan ceases in accordance with the terms of the Policy and the Rules, irrespective of the number of times you claim.
- To treat you and your fellow members, fairly, equally and objectively.

1 Introduction (continued)

1.4 Summary of what you have to do

- To take reasonable care to answer truthfully, without mis-representation and, to the best of your knowledge, accurately and fully all of the questions we ask when you first apply for your *Plan* and later if you apply to amend it.
- To provide true accurate and full information about all *Material Facts* we ask for when you submit a claim.
- To abide by the *Rules*, the *Policy* and any additional personal terms set out in the *Offer (please see section 2.6)*.
- To tell us about any claim you may need to make within the time limits specified in the *Policy* and 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* and the *Cover* it provides.

1.5 Disclosure of facts and circumstances

Under the Consumer Insurance (*Disclosure and Representations*) Act 2012, when providing information to an insurer you have a duty to take reasonable care not to make a mis-representation.

Therefore, when applying for your *Plan* and later if you apply to amend your *Cover*, you will be required to take good care and make all reasonable efforts to answer all of the questions we ask – in whatever format – truthfully, without mis-representation and to the best of your knowledge, accurately and fully.

We refer to your disclosures as *Material Facts* which, for example, will include those given when: completing your application form, responding to any follow-up queries we may raise and when participating in a telephone interview during the **Stage 2 Underwriting** process, if that is required. The **Stage 2 Underwriting** process is explained more fully in section 2.5.

If you are unsure of how to answer a question or its meaning or scope, you must contact us to discuss this and resolve it.

You must take all reasonable care to answer all questions we ask honestly and to the best of your knowledge, if you do not your *Plan* may be cancelled or amended and, any future claim rejected or not fully paid.

1.6 Advice and personal suitability

- It is your responsibility to make sure that any *Plan* you arrange with the Society is in all respects suitable for your circumstances, including those relating to your *Income*. You should also consider any *Income* that might continue when you are incapacitated and any *Benefit* you will receive from other similar policies (*please see section 2.2 for more information about this*).
- The Society is not able to advise you about the suitability of the *Plan* to your personal circumstances. If you are in any way unsure about this you are strongly recommended to seek advice from a financial adviser.

2 At the start of your Plan

2.1 Eligibility

You may apply for a *Plan* if you meet all of the following criteria.

- You must be gainfully employed on a full-time or part-time contract or be self-employed.
- You must be a member of an Affinity Organisation which we have established formal arrangements to provide *Plans* to their members. And in any case you must be:
 - Aged 18 or above and not above the age of 59.
 - Not due to retire within the next 5 Years.
 - Permanently resident in the United Kingdom ("UK") and except at our sole discretion and on request, have been so for at least the last 3 Years.
 - Registered with a UK doctor who has access to your medical records for the last 3 Years.
 - A UK tax-payer or liable to UK tax on income above the relevant thresholds.
 - The holder of a UK bank account.
- Once your *Plan* has commenced, it will continue whether or not you remain a member of the Affinity Organisation, with whom we have established the arrangements and if those arrangements cease in the future.

2.2 Permissible amounts of cover

For levels of **Cover** of £1,000 per **Month** or below, you may select monthly amounts of **Cover** that match your **Total Insurable Income** within the ranges set out in the following table. You may select a lower level of **Cover** than indicated by the range applicable to your **Income** but you cannot select a higher level.

For levels of *Cover* above £1,000 per *Month* the amount of *Cover* you request cannot exceed our *Maximum Cover Limit* which is the lower of 65% of your *Total Insurable Income* or £3,250 per *Month* (£39,000 per annum).

If you select and/or maintain a higher level of **Cover** than your **Total Insurable Income** entitles you, at the time of any claim we may not pay all of the **Regular Benefit** you are expecting and, if so, we will not refund any excess **Contributions** you may have paid.

Total insurable income (in the ranges)	Maximum monthly cover	Minimum monthly cover
£4,500 to £6,000	£325	Minimum Cover for any Plan and subject to a minimum of 16 hours paid Work per Week
£6,001 to £9,230	£500	-
£9,231 to £13,846	£750	-
£13,847 to £18,462	£1,000	-
Above £18,462	Additional Cover may of £100 per month sub	be purchased in multiples oject to your <i>Income</i>

2 At the start of your Plan (continued)

2.2 Permissible amounts of cover (continued)

If you require **Cover** above £1,000 per **Month**, **Stage 2 Underwriting** will be carried out when you first apply or, if later, at the date an application to increase your **Cover** above £1,000 is made (please see section 2.5 for a full explanation of underwriting).

IMPORTANT NOTES

- Your *Plan* provides *Cover* for Income you lose because of *Incapacity*. If you have no *Income* or do not lose *Income* when incapacitated *(either fully or partially)* your *Plan* will be ineffective and we will not pay any or some of the *Benefit* you will be expecting.
- When assessing how much Cover you need you should also take into account any similar (Income Protection) policies you hold and the amount of Benefit they will pay if you are unable to Work because of Incapacity.

The *Maximum Cover Limit* applies to all of your Income Protection Policies collectively. Therefore you should add all of the *Benefit* receivable from other policies to the *Cover* you insure under your Society *Plan* when determining the amount of *Cover* you need and whether or not your total *Cover* is within our *Maximum Cover Limit*. This will include any similar policy taken out after your *Plan* has commenced.

If you exceed the *Maximum Cover Limit* you will be over-insured and this will affect the amount of *Regular Benefit* you will receive when you claim under your Society *Plan*.

2.3 Deferred Period

When you apply for your *Plan*, or later if you apply to increase your *Cover*, you may select a *Deferred Period* which reflects your personal and *Work* circumstances.

You may choose from 1 *Week*, 2 *Weeks*, 4 *Weeks*, 8 *Weeks*, 13 *Weeks* or 26 *Weeks*. The longer you can wait for *Regular Benefit* to commence, the lower your *Contributions* will be (*when compared to that for similar levels of Cover at a shorter Deferred Period*). You may change the *Deferred Period* later, but if you wish to make it shorter we may need to consider your health at that time.

2.4 Applying for your Plan

- You must have applied for your *Plan* or any subsequent increase in *Cover* using our prescribed application form, which must be completed truthfully, without mis-representation and, to the best of your knowledge, accurately and fully.
- At the time of your initial application or when you subsequently apply to increase your **Cover**, we (or where applicable your adviser) may also request you provide:
 - Evidence of your *Income*, your *Occupation*, your employment and its status.
 - Evidence of your address and identity so that the Society, or where applicable your adviser, can fulfil its duties under the UK anti-money laundering laws and regulation. (There is more information about this on the Application Form).
- We are not obliged to provide any insurance or, if you already have a *Plan* to agree to any increase in your *Cover*.

2 At the start of your Plan (continued)

2.5 Assessing your application

- When you apply for your *Plan* and later if you apply to increase or otherwise amend your *Cover*, your application will be subject to underwriting. This is the name for the processes we use to assess applications and decide whether we can offer standard *Cover* or, if we need to apply special personal terms that reflect your circumstances or, if we can offer any *Cover* at all.
- Our processes are designed to minimise any delay in getting your *Plan* up and running. To do
 this we underwrite in 2 clear stages which are designed to ensure we are treating you fairly in
 our assessment of your circumstances.
- Stage 1 Underwriting is designed so that we can make an initial assessment of your application and personal circumstances to see if we can offer immediate commencement of your *Plan*. To do this we consider the answers you give to the health and lifestyle questions on your application form.

If those answers and the other information on the application form is acceptable and you meet the Society's other criteria we will issue our *Offer* immediately.

If we are unable to offer you **Cover** immediately we will need to complete our **Stage 2 Underwriting** process.

Stage 2 Underwriting – this stage is designed to help us find out more about your health and lifestyle so that we can accurately assess your application before we issue our Offer. We will ask you to complete a more detailed questionnaire than the initial one on your application form. This will be completed in a telephone interview conducted by a qualified nurse, at a time to suit you. You will be provided with our leaflet "Your Guide to Telephone Interviews", which will tell you everything you will want to know about the interview.

We may also ask you to consent to us requesting more information from your doctor. Exceptionally we may also request that you undergo tests, however, this is not required in the majority of cases.

IMPORTANT NOTE

The underwriting process is intended to be forward looking. Although we will consider *Existing Medical Conditions* and any *Historic Medical Conditions* – including those from which you have recovered – they are used to help us to judge their potential for future impact and the risk of them leading to *Incapacity* in the future.

There are four possible outcomes from our underwriting of your application:

Acceptance on standard terms

We will insure you for the Cover you have requested on the standard terms of the Policy as set out in this policy document.

Exclusion

- We will not insure you for any *Incapacity* arising from:
 - A specified medical condition(s).
 - Participation in specified pastimes or activities.

2 At the start of your Plan (continued)

2.5 Assessing your application (continued)

Acceptance on special personal terms

- We will insure you for the *Cover* you have requested but we need to:
 - Apply a longer **Deferred Period** than you have requested, either overall or only in respect of claims arising from a specified cause or in specified circumstances.
 - Ask for additional **Contributions**.
 - Limit the total amount of *Regular Benefit* we will pay in respect of claims arising from a specified cause.
 - Apply other additional terms because of specified pastimes, activities or your particular Occupation.

Decline

Your medical history or other factors represent an unacceptable future risk to the Society and so we must refuse to provide you with Cover. Exceptionally, this may be conditional if we could not fairly assess your application because at the time you submit it there is some uncertainty about specific facts – for example you may have a suspected medical condition that is being investigated. In such cases we will invite you to re-apply later if you so wish.

2.6 Offering you cover

- When we have completed our assessment of your application and following Stage 1 Underwriting and/or Stage 2 Underwriting if applicable, we will send you our Offer. This will confirm: the type of Cover we are offering, its commencement start date, any special personal terms we may need to apply and the Contributions you will pay.
- If you are happy with the terms offered you may accept them by paying your first monthly Contribution and your Cover will then commence. For a limited time afterwards you will have the right to cancel your *Plan*. Please see section 2.7 below for full details.

2.7 Cancellation rights

- When your *Plan* commences we will send you a cancellation notice, setting out your right to cancel.
- If you change your mind and do not wish to continue with your *Plan*, you may cancel it, provided you do so within 30 days of the later of its commencement date or the date on which you receive the cancellation notice. If you cancel within this period, you will receive a full refund of any *Contributions* you have paid.
- You may cancel by returning the form attached to the cancellation notice or by contacting the Society by any of the methods set out in the "Useful Information" section, which can be found on page 26.
- If you do not cancel your *Plan* as set out above and wish to cancel it later, you will be bound by the *Policy* and therefore you will need to give notice to terminate your *Plan*. Please see section 4.1 for further information about this.
- No refund of Contributions will be made other than during the 30 day cancellation period referred to above.



3 During the life of your Plan

3.1 General responsibilities of members

- The following sets out your principal duties as a policyholder and a *Member* of the Society.
- Under the terms and conditions of this *Policy* you are obliged to:
 - Let us know truthfully, without mis-representation and to the best of your knowledge, accurately and fully all medical facts, your *Income* details and other *Material Facts* and information that we ask for when we set up your *Plan* and later when you amend it or make a claim.
 - Abide by the *Rules*, the *Policy* and any additional personal terms applied to your *Cover* when it is first set up or subsequently amended.
 - Pay your Contributions monthly by Direct Debit, when they are due. If you allow your Contributions to fall behind for 3 Months or more, your Plan will lapse.
 - Let us know, as soon as they occur, about any changes in your *Income*, *Work* and personal circumstances that alters the information you have already given and that may affect your *Plan* and the *Cover* provided.
 - Tell us about any claim you may need to make within the time limits specified in section 3.4.
 - Fully participate in our claims admission and management processes when you claim.
 - Regularly review your *Plan* to make sure that it remains adequate for your needs and that you are not over-insured.
- As set out above, you must let us know as soon as they occur of any changes to the *Material Facts*, that might affect your *Plan* and your entitlement to claim and receive *Regular Benefit*. Where you are intending to undertake extended travel or to *Work* abroad temporarily, notification must be given before the event. In all other cases, ideally this should be done before the event but, in any case must be done within 1 *Month* of the event occurring.

You must inform us if:

- You change your address.
- You change your country of residence or you intend to undertake long term travel lasting for greater than 3 *Months*.
- You take up a different Occupation and, in particular, if you intend to take up a more hazardous Occupation or Work.
- Your *Income* decreases or you receive additional benefits from your employer for example sick pay.
- Your *Work* and relevant personal circumstances change or you become unemployed.
- You cease to *Work* for other reasons, for example, you become a house person, take a leave of absence other than for holiday, you become a student or you retire from *Work*.
- You take out another Income Protection Policy or you increase the cover under one you have already told us about.
- Your **Cover** is suspended, any changes to your estimate of when it might be reinstated. Please see section 3.12 for more information.

3.1 General responsibilities of members (continued)

IMPORTANT NOTES

- 1. If your circumstances change and you are unsure of whether or not you should let us know about the change, please give us a call and we will be pleased to help.
- If you are no longer earning any *Income* you will not be eligible to claim *Regular Benefit*. If such circumstances are temporary, you may consider suspending your *Cover*. Please see section 3.12 for more information about this.

3.2 Contributions

- You must pay regular Contributions throughout your membership. These will be collected by Direct Debit, normally monthly, although you may choose to pay quarterly or annually in advance. Direct Debit collections are made on or just after the 1st, 8th, 15th or 22nd of each Month and you may select from any of those collection days.
- If you allow your Contributions to fall behind for greater than 3 Months your Plan will be cancelled without further reference to you. If your Plan is cancelled in this way but you wish to continue with the benefits of Membership you will need to re-apply and complete the full application process again.
- The following will also apply if you need to submit a claim whilst Contributions are overdue. If, on the first day of any Incapacity your arrears are:
 - No greater than 2 months, you may submit a claim but your outstanding Contributions will be deducted from any Regular Benefit payable.
 - Greater than 2 months, or if this has been the case at any time during the preceding *Month*, you cannot submit a claim until the end of the *Month* in which your arrears are cleared fully your *Deferred Period* will be added to this.
 - In either case, you will also need to make arrangements for future payments to be made on their normal due date and agree those arrangements with us before payment of *Regular Benefit* can commence.

3.3 Pricing and factors influencing the cost of your Plan

The standard rates of **Contribution** ("standard rates") are set out in tables that are published by the Society from time to time ("standard table(s)"). You will be provided with a copy of the relevant standard table when we send you our **Offer**. The current standard tables are also available on our Affinity Personal website page. Please see the "Useful Information" section on page 26 for our contact details.

The cost of your *Plan* will depend on a number of personal and more general factors.

3.3 Pricing and factors influencing the cost of your Plan (continued)

- The *Contributions* you pay will depend partly on:
 - Your age at the commencement of your *Plan* and subsequently through each *Year* of your *Membership*. Our standard tables are set out in age bands and your *Contributions* will increase as you move from one age band to the next. This will take place at the beginning of the *Month* following that in which you attain the lower age of the next age band.
 - The **Cover** you select.
 - The Deferred Period you choose.
 - The Plan Retirement Age (which is fixed at the earlier of your state pension age or your 68th birthday).
 - Whether or not you are a smoker.
 - Any additional Contributions we may need to charge as a consequence of the underwriting processes.
- There are also more general factors that can influence the cost of *Plans* provided by the Society and these include:
 - The Society's claims and general expenses.
 - Inflation.
 - Legislative and regulatory changes for example changes in the levels of capital and reserves we are required to hold.
 - Changes in taxation.
 - Other economic and environmental factors outside of our control, that may influence our costs but which we could not reasonably have foreseen when originally pricing our *Plans*.
- The cost of providing our *Plans* is reviewable in the light of the factors set out above. This means that we can review our standard tables each *Year* and either increase or decrease *Contributions* by any amount, although we are not obliged to make any such amendments.

However, if we do make any such changes they will be fair and reasonable and we will provide you with at least 1 clear *Month's* notice before they take effect.

If at any time it becomes apparent that your age has been incorrectly recorded, the Society reserves the right to correct the amount of *Contributions* you are paying and to collect any amounts underpaid as a consequence or to refund any overpayments, as the case may be.

IMPORTANT NOTES

- 1. Any amendments to our standard tables apply to all relevant *Plans* and will not be based on your individual circumstances or claims history.
- If we have applied special personal terms which include asking for additional *Contributions*, these will have been expressed as a "fixed percentage" increase to the standard rates. If the standards rates increase in the future, for example - naturally because of your age or as the result of a revision to those rates, the fixed percentage increase will be applied to the new standard rates.

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3.4 Claims admission and management

- All claims are subject to the Society's acceptance and validation processes, the purpose of which is to ensure that claims comply with the terms of the *Policy* and any special personal terms that we may have applied.
- Claims will only be accepted for a minimum duration of 3 days.
- Regular Benefit will become due for payment at the end of the Deferred Period and will continue to be paid until the standard criteria for claims to cease are met. The criteria are set out set in section 3.8.
- When you are totally unable to *Work* because of *Incapacity* you can submit a claim (*provided* the *Incapacity* lasts for more than 3 days). We will first assess your claim and, so long as it is in order, *Regular Benefit* will become payable from the end of the agreed *Deferred Period*.

The following procedures will apply in all cases.

Step 1 – Notification

- When you submit a claim you will need to let us have the following:
 - Notification of your *Incapacity*, within 14 days of its commencement, irrespective of the *Deferred Period* applied to your *Plan*. If your *Incapacity* prevents you from doing so (for example because you are in hospital), you or a third party may notify us as soon as it is reasonably possible we may require proof this is the case.
 - A completed claim form and any other declaration you may be asked for.
 - Consent for us to obtain medical information from your doctor or other medical attendant(s).
 - Within 7 days of its issue, a medical certificate dating from the first day of your *Incapacity* stating the nature of your *Incapacity*, that you are unfit for *Work* because of it and the duration of the certificate.
 - Satisfactory proof of your *Income* immediately prior to your claim and evidence of loss of *Income*.
- The Society reserves the right, at its sole discretion, to require such other evidence of *Incapacity* and pre-incapacity *Income* as it thinks fit. This can include seeking information from your employer or, if you are self-employed, any other person for whom you have worked and/or your professional advisers regarding your employment and *Income*.
- Any delay in providing information we ask for may affect your eligibility to receive *Regular Benefit* from a particular date.
- If you notify us of your *Incapacity* greater than 3 *Months* after it commenced, your claim will not be accepted other than in exceptional circumstances and at the sole discretion of the Society.

Step 2 – Claims processing and acceptance

- We will check the information you provide to make sure the claim is valid, within the agreed *Income* limits and whether or not there are special personal terms that might affect your claim.
- We will also check your Contribution record to ensure there are no arrears that may prevent payment of *Regular Benefit* being made.

3.4 Claims admission and management (continued)

Step 3 – Payment

When we have validated and accepted your claim, *Regular Benefit* will become due from the end of the *Deferred Period* and will continue until the criteria for claim cessation set out in section 3.8 apply.

Step 4 – Claims Management

- We will regularly communicate with you to check on the following and where appropriate agree any action to be taken:
 - The progress of your *Incapacity*.
 - Your ability to Work.
 - Whether or not you are working.
 - If you are being paid *Proportionate Benefit*, proof of your reduced *Income*.
 - If you will not return to your own Occupation for medical reasons only, but nevertheless are medically fit for another, your plans to seek and obtain alternative Work.
- As your claim progresses we may ask you to attend for consultations or interviews with healthcare and other professional advisers appointed by us, so that we may obtain objective advice about your *Incapacity* and fitness or otherwise to *Work*.

IMPORTANT NOTES

- 1. If you do not:
 - agree to provide (or otherwise fail to provide) the information referred to above;
 - attend for consultations or interviews when required to do so;
 - otherwise fail to participate in our claims admission or claims management processes;

Regular Benefit shall not be paid or, if already being paid, shall be suspended and, at our sole discretion, future payments may be cancelled altogether and your claim terminated.

2. All information given in response to our request for relevant information in connection with claims, must also be free from mis-representation, truthful and to the best of your knowledge, complete and accurate.

3.5 Payment of benefit

Payment of *Regular Benefit* will be made at four weekly intervals whilst your claim is in progress and will be made by direct transfer into the bank account you nominate on your claim form ("nominated account"). If you are paid weekly we may agree to pay *Regular Benefit* weekly in arrears – however, that will be at our sole discretion.

Payment can only be made to an account which is in your sole name or one held jointly with others.

Once you have been eligible to receive *Regular Benefit* for greater than 28 days, we will refund any *Contributions* paid after the date on which this occurs and until the claim ceases.
 Such refunds will be added to your *Regular Benefit* payments and will be pro-rated on a daily basis.

3.6 Proportionate benefit

- During the progress of a claim there may be circumstances that mean you can *Work*, but because of your *Incapacity* this can only be at a reduced level. These are as follows:
 - You might not be fully fit to return to *Work* but nevertheless you are working reduced hours at reduced *Income* during your recovery.
 - You have been medically certified as unfit to return to your original Occupation but you are fit to return to an alternative and you do so, albeit at reduced Income.
 - Your *Incapacity* does not fully prevent you from working but, because it has an impact on your availability to *Work* it also causes you to lose *Income* for example you might need to take regular time off to attend long-term specialised treatment.
 - There may be other of your personal circumstances that we can also consider.
- Under these or similar circumstances, payment of *Regular Benefit* will not cease immediately you return to *Work* and the Society will consider payment of *Proportionate Benefit*. If we agree to this, we will also agree terms with you that are appropriate to your circumstances. This will include agreement of an appropriate duration and applicable criteria for the remainder of the claim.
- If your medical circumstances warrant it, the Society will also consider payment of *Proportionate Benefit* from the outset of a claim.
- In any case, the following terms will apply:
 - It must be medically and objectively assessed to our satisfaction that your ability to Work normally is impaired as a direct consequence of your *Incapacity*. Also you must continue to lose *Income* as a further consequence.
 - The amount of *Regular Benefit* originally payable will be reduced proportionately, to reflect the actual reduction in your *Income* when compared to that at the beginning of your claim.
 - Proportionate Benefit will decrease on every subsequent increase in your Income, and, except as set out below**, we will not increase it if your Income later falls again.
 - All of the normal criteria for the cessation of a claim, as set out in section 3.8 will apply.
 - In any event *Proportionate Benefit* will cease altogether and your claim will terminate when your *Income* from all sources equals or exceeds that immediately prior to your *Incapacity*.
- ** Payment of *Proportionate Benefit* is dependent on *Incapacity* and partial loss of *Income* as a direct consequence. Therefore reduction in *Income* for reasons not related to *Incapacity* will not be taken into account when we assess whether or not the amount of *Proportionate Benefit* being paid might need to be increased.

IMPORTANT NOTE

For the avoidance of doubt eligibility for payment of **Proportionate Benefit** cannot be based on the success or otherwise of a commercial venture or of a particular **Work** activity.

3.7 Multiple claims

- There is no limit on the number of claims you can make, whether for the same *Incapacity* or otherwise.
- If, within 12 *Months* following the end of a claim, you suffer a further period or periods of *Incapacity*, caused by the same illness or accident, we will link the claims and treat them as a continuous claim (*"linked claim(s)"*). Any *Deferred Period* in respect of the later linked claim or linked claim(s) will be waived and the amount of *Regular Benefit* paid will be aggregated with that paid in the previous period(s) when assessing the remaining duration of the claim.
- If a claim is made greater than 12 *Months* after the previous claim for the same cause of illness or the same accident ceased, it will be treated as a new claim, the *Deferred Period* will apply again and the claim duration will restart.

3.8 Standard criteria for the cessation of claims

- Your claim will continue until any of the following standard criteria first apply:
 - When the maximum claim payment duration limit of 24 *Months* is reached or when the aggregate of the *Regular Benefit* paid under a linked claim reaches the equivalent of that which would have been payable in 24 *Months*.
 - You return to any *Work*, whether you are paid or not, unless we agree to pay *Proportionate Benefit*.
 - If you are being paid *Proportionate Benefit*, on the date we agree with you at its commencement or, if earlier, when your *Income* exceeds that immediately before your *Incapacity* commenced.
 - The Society, based on objective and conventional medical assessment, concludes you are fit to resume your own Occupation or to Work, whether or not certified otherwise by your doctor.
 - You no longer lose *Income* because of your *Incapacity*.
 - You reach the *Plan Retirement Age*.
 - Your *Plan* is terminated for any other reason.
 - If you die, your claim will cease on the date of your death.

3.9 Other factors affecting claims

- Some causes of *Incapacity* are automatically excluded from the *Cover* provided by your *Plan* and therefore you will not be able to claim for them. They are as follows:
 - Any *Incapacity* that first arose before the commencement date of your *Plan* which was notified in our *Offer*.
 - Any medical condition that we tell you in our **Offer** we will not insure (*this is known as an Exclusion, please see section 2.5 for more information*).
 - Any Historic Medical Condition, or Existing Medical Condition that, when asked, you did not tell us about when you applied for your *Plan* or applied to amend it later, and which, if you had done so, would have resulted in us excluding it from your *Plan*, declining to offer you *Cover* or applying other special personal terms.
 - Except at our sole discretion, any *Incapacity* that does not fully prevent you from working.
 - Attempted suicide, intentional self-injury or exposure to unnecessary danger (except in an attempt to save human life).
 - Being under the influence of, or addiction to, alcohol, narcotics, solvents or drugs other than drugs normally available over the counter of a retail pharmacy or other properly authorised retailer.
 - Any medical or surgical treatment not certified by a registered medical practitioner as necessary for your health.
 - Sterilisation other than when medically necessary.
 - Any *Incapacity* that occurs whilst your *Cover* is suspended.
- Pregnancy is not an illness and is outside the scope of your Cover. However, your Plan does insure complications of either pregnancy or childbirth provided your Cover is not suspended during any part of your pregnancy.



3.9 Other factors affecting claims (continued)

- There are some circumstances in which we will not pay a claim, may delay the commencement of a claim or may reduce the amount that we will pay. This will apply if:
 - You make a fraudulent claim.
 - You deliberately or recklessly mislead us in any way.
 - You have not truthfully, without mis-representation and, to the best of your knowledge, accurately and fully given the Society all medical facts, income details and other *Material Facts* and information requested when we set up your *Plan* and later, when you amend it or submit a claim.
 - Your Contributions are not up to date at the start of your claim. Please see section 3.2 for more information.
 - You fail to notify us of your *Incapacity* within the time limits set out in section 3.4.
 - You continue working (whether for reward or otherwise) or you do not suffer any loss of Income during your Incapacity, either of which you do not tell us about, in such circumstances your claim may be fraudulent.
 - You only suffer partial loss of *Income* during your *Incapacity*, we may only pay *Proportionate Benefit*.
 - Your actual *Income* from all sources immediately before you claim is lower than the *Income* you have insured.
 - You receive benefit from other similar policies (*Income Protection policies*) when you are incapacitated and this causes you to be over-insured.
 - Your *Incapacity* arises when you are temporarily working in any country outside the United Kingdom, payment of *Regular Benefit* will only be made when you have been repatriated to the United Kingdom.

Please note, this does not normally refer to travel undertake solely for leisure purposes which is intended to last less than 3 *Months*, unless we are unable to obtain medical information in English from your treating medical attendants.

IMPORTANT NOTES

- 1. If you are intending to temporarily *Work* abroad you are strongly recommended to arrange or ensure your employer arranges adequate medical and repatriation insurance.
- If you are intending to *Work* or undertake long term travel lasting for greater than 3 *Months* – including that for leisure purposes – you should let us know. Please see section 3.1 for more information.

3.10 Overpayment of benefit

- You will be required to repay to the Society any overpaid *Regular Benefit* which has arisen for whatever reason, including those arising because of errors or because the claim eligibility or cessation criteria have not been properly applied.
- Such repayment must be made within 30 days of any request by the Society that you do so. The Society reserves the right to claim interest and our costs involved in any activities to collect such sums, to the extent permitted by law.

3.11 Variations to your Plan

You may apply to the Society at any time to vary the *Cover* under your *Plan*, provided you are aged 59 or below and your circumstances support the variation.

For any application to increase your **Cover** or to shorten the **Deferred Period** the process will be the same as for new applications set out in sections 2.4 to 2.6.

If you apply to increase your **Cover** it may be necessary to offer the increase with special personal terms which may be different to your existing **Cover**. For example, this may arise because your health has deteriorated since your **Plan** commenced.

If we have already applied special personal terms to your existing **Cover**, these will be applied to the increased or amended **Cover** too. However, if we did not originally apply such terms to your existing **Cover** any new special personal terms would apply to the increase only and normally will not be retrospectively applied to your existing **Cover**.

You may request us to review any existing special personal terms. However, if those special personal terms relate to medical conditions, such requests will only be considered if you have fresh medical evidence to support such a review. In such cases, we reserve the right to ask you to contribute to the cost of the review.

When considering this, please remember that our medical underwriting decisions are forward looking. Such decisions are based on our assessment of the probable risk that a medical condition might occur, re-occur or otherwise affect your health in the future and are not based solely on the fact that you no longer suffer related symptoms.

You may also request us to review special personal terms of a non-medical nature, for example those imposed because of sporting activities, other pastimes or an **Occupation** of a hazardous nature. In general, the basis for us doing so should be that you have ceased permanently the particular activity or activities. Provided this is the case we will consider removing the special personal terms, but only subject to us being satisfied that there has been no impact on your current or future health of having carried out the activity or activities.

3.12 Suspension of cover

You may apply to suspend the *Cover* provided by your *Plan* if you experience a temporary change to your circumstances and as a consequence, either you do not need your *Cover* or you cannot afford it for the time being.

For example you may have become unemployed, you might wish to take unpaid study leave or a career break or you have financial difficulties.

You may also suspend **Cover** during maternity leave, although if you do so you will be unable to claim for any complications arising from the pregnancy or childbirth and you will need to be in good health and to have returned to **Work** before your **Cover** can be reinstated.

3.12 Suspension of cover (continued)

- The following terms will apply to suspension of Cover ("suspension" or "suspend" shall be construed accordingly):
 - For suspension to be effective you must have applied to us and receive our written agreement.
 - You will be eligible to suspend after your *Plan* has been running for at least 24 *Months*.
 - Your Contributions must have been up to date during the 3 Months immediately prior to the date of suspension.
 - The maximum total period during which you may suspend is 2 years in any 5 (starting with the earliest effective suspension date).
 - If you suspend:
 - You will pay reduced monthly **Contributions**.
 - You will not be able to submit a claim or receive *Regular Benefit* for any *Incapacity* that first arises during any period of suspension.
 - On or before the date of suspension you must provide us with an estimate of the duration of suspension and inform us immediately they occur, of any later changes to your estimate.
- The following terms will apply when Cover is to resume after suspension ("reinstate Cover" and "reinstated" or "reinstatement" shall be construed accordingly):
 - Your **Contributions** must be up to date.
 - You must have been Actively At Work for at least 1 Month prior to the date of reinstatement, and not have been absent because of Incapacity during that period.
 - You must provide us with a declaration of good health and current *Income*.
 - Your Total Insurable Income must justify the amount of Cover to be reinstated and if it does not we will only permit reinstatement of the amount of Cover so justified, and the balance will lapse.
 - You will be eligible to claim *Regular Benefit* 1 *Month* after reinstatement. Your *Deferred Period* will be added to this.
- If you are unable to reinstate Cover within the time limits set out above, your Plan and Membership will terminate.

4 At the end of your Plan

4.1 Termination of your Plan

Retirement age – your *Plan*, the *Cover* it provides and your *Membership* of the Society will cease altogether at the end of the *Month* in which you reach your *Plan Retirement Age*. Normally this will occur at the end of the *Month* in which you attain your state pension age or the age of 68, which ever occurs first.

The following are circumstances in which your *Plan* may terminate at an earlier date.

4 At the end of your Plan (continued)

4.1 Termination of your Plan (continued)

Termination by you – during the first 30 days following the date on which your *Plan* is first set up, you may cancel it immediately by giving notice to the Society. You will receive a full refund of any *Contributions* you have paid (*please see section 2.7*).

After your membership has been in force for 30 days you may give notice to the Society that you wish to cancel your *Plan* at the end of the *Month* in which you give that notice. As your *Cover* and your right to submit a claim will remain in force during the notice period, *Contributions* will be payable for that *Month*.

You may withdraw any notice given provided you do so before your *Plan* and *Membership* terminate and there are no arrears of *Contributions*.

Termination by us – under normal circumstances we are obliged to continue to provide your *Plan* and *Membership* until you reach the *Plan Retirement Age*, on the terms set out in our original *Offer*, or those that apply to any subsequent *Cover* amendment.

There are some circumstances in which we will have the right, at our sole discretion, to terminate your *Plan* at an earlier date. These are as follows:

- If you die, your *Plan* will cease automatically on the date of your death.
- If you are unable to resume Cover after suspension within our set time limits, your Plan will cease automatically.
- If, when you resume Cover after suspension your Income is insufficient to support full reinstatement, the balance of your Cover will be cancelled.
- We will terminate your *Plan* and *Membership* if you:
 - Fail to disclose truthfully, without mis-representation and, to the best of your knowledge, accurately and fully the *Material Facts* we ask for when we first set up your *Plan* or later, if you apply to amend your *Cover*.
 - Deliberately or recklessly make an untrue and/or misleading statement in connection with any aspect of your *Plan* or *Membership* of the Society.
 - Make a fraudulent claim. For example this would occur if you submit a claim when you are not totally *Incapacitated* for *Work*, if you are actually working during that claim or you do not fully lose income and you do not tell us about these facts.
 - Are the subject of a custodial sentence.
 - You or someone acting for you, subjects any officer of the Society or other member of the Society's staff to physical violence or extreme abuse in any format.

We also reserve the right to consider terminating your *Plan* or amending the terms if you take up a more hazardous *Occupation* or pastime than that applicable when we carried out our underwriting processes. We will only do this if we would have declined in the first place to offer you *Cover* or would have applied special personal terms on this basis. You are strongly recommended to inform us immediately any such change occurs.

IMPORTANT NOTE

Your *Plan* and *Membership* of the Society will never acquire any "cash-in" or surrender value.

5 Other Terms

5.1 Taxation

- Payment of *Regular Benefit* is made free of income tax and capital gains tax under current legislation and the rules of H.M. Revenue & Customs ("HMRC").
- For the tax exempt status to apply, your Contributions must be made by you from your Income after deduction of tax. If your Contributions are deducted from your pay and remitted to us by your employer, you must ensure that such deductions are made from your net pay. If you fail to do this any Regular Benefit you receive would be treated as Income and taxed accordingly.
- The following will apply if you are self-employed or a director of a limited company:
 - If you are Self-Employed and choose to pay your Contributions through your business they should be treated as drawings and not a tax deductible business expense. Any Regular Benefit claimed is paid to you personally and is not taxable. Our understanding is that you do not need to include Regular Benefit received on your tax return and you should not claim your Contribution as a business expense. However, you should seek the advice of your tax adviser or HMRC about your specific circumstances.
 - If you are a Director of a Limited Company and choose to pay your Contributions from company funds, any such payment must be treated as a benefit in kind and taxed accordingly or it should be deducted from your net salary. If you fail to ensure this is the case any *Regular Benefit* you receive would be treated as Income and taxed accordingly. Any *Regular Benefit* claimed is paid to you personally and is not treated as *Income* of your company. However, as directors may be treated differently to other employees under HMRC rules, you should seek the advice of your tax adviser or HMRC about your specific circumstances.

IMPORTANT NOTES

- 1. The information above does not constitute advice and applies only to the products included in this *Policy*. You should seek the advice of your tax adviser or HMRC about your specific circumstances.
- 2. HMRC tax rules and legislation may change in the future and affect the information given above.



5 Other Terms (continued)

5.2 Plan charges

The Contributions you pay will cover all regular costs. Such costs include those relating to selling your *Plan*, including the fees for any telephone interviews, medical reports or examinations we may ask for; any commissions we might pay for arranging your *Plan* and the cost of underwriting, administration and claims.

If you ask us to review an earlier medical underwriting decision we have made, we reserve the right to ask you to contribute towards the cost of any such review. Please see section 3.11 for more information.

We may pay commission to your adviser for arranging your *Plan* and reviewing it with you from time-to-time. The amount payable will be shown on our quotation and will depend on the amount of annual *Contributions* you pay.

If you engage a financial adviser to advise you on your *Plan* they will make sure you are provided with a written explanation of commission payments they will receive from the Society and any fee alternatives available.

5.3 General matters

Law

The *Plan* and associated arrangements between the policyholder 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.

Assignment

You may not assign your *Plan* without our consent.

Surrender or maturity value

Your *Plan* will not acquire a surrender or maturity value at any time.

Terms and Conditions

The full terms and conditions comprise of this *Policy*, our *Offer* and the *Rules*. In the event the *Offer* differs from the *Policy*, the *Offer* will take precedence.

5 Other Terms (continued)

5.4 Privacy Policy

The Society wants to give you the best standard of service it can and the Society is serious about protecting your personal information. It is especially important that you trust the Society to look after sensitive information, including your medical history. The way the Society collects and shares your information is equally important and you expect the Society to manage your information privately and securely.

Our Privacy Policy will tell you how the Society collects and processes your personal information. Please take a few minutes to read it and show it to anyone else who may be connected to the information you provide to the Society.

This Privacy Policy may be subject to change – you can find the most recent version of this policy at wiltshirefriendly.com/privacy.

The Society never discloses personal data to any third parties for direct marketing or other similar purposes.

6 Useful information

If you would like information about an application or you need to complain about the advice you received when you set up or amended your Plan, you should contact the adviser who arranged it for you. His or her contact details and information about how to complain will be found on the Client Agreement given to you when your Plan was arranged.

If your application was submitted direct to the Society, you should contact us directly. Please see below for our contact details and complaints procedure on page 27.

6.1 Society contact details

Telephone:	01225 752120
Email:	info@wiltshirefriendly.com
Write to us:	Wiltshire Friendly Society Limited, Holloway House, Epsom Square
	White Horse Business Park, Trowbridge, Wiltshire BA14 0XG
Website:	www.wiltshirefriendly.com

6 Useful information (continued)

6.2 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 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 Governance & Compliance 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 may be able to refer your complaint to the Financial Ombudsman Service (FOS). The FOS contact details are:

Telephone:	0800 0 234 567
Website:	www.financial-ombudsman.org.uk
Email:	complaint. info@financialombudsman.org.uk

6.3 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:	10th floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU
Telephone:	0800 678 1100
Website:	www.fscs.org.uk

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