

WILTSHIRE



FRIENDLY

SOCIETY LIMITED

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

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Wiltshire Friendly Society Limited (“the Society”/“we”/“us”/“our”) is an insurance firm and a mutual society. Being mutually owned by our **Members** means we have no shareholders to consider and so we exist only for the benefit of current and future generations of **Members**.

Personal Income Replacement Plans for Professional Rugby Players

The Society’s income replacement plans are insurance policies designed to replace a proportion of income lost when a **Member** is unable to work because of **Incapacity**. The Society’s specialist plans for professional Rugby players are individual contracts, with special terms for players who are employed by any **Club Employer** based in the United Kingdom and, for United Kingdom passport holders only and subject to our prior agreement having been given, in other member states of the European Union.

Definitions

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

Actively Playing Professional Rugby	Actively training and playing professional Rugby for your Club Employer or if not, fit for selection and/or to train.
Alternative Occupation	An alternative Occupation to that of professional Rugby player, with any employer, including that of company director, or on a self employed basis, which you actually take up (whether for reward or otherwise) or, 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 re-train.
Club Employer	Any recognised professional Rugby club.
Incapacity	Incapacity suffered by you because of illness or injury sustained in an accident and Incapacitated shall be construed accordingly.
Incapacity Arising From Playing Rugby	Any Incapacity arising as a direct or indirect consequence of training for or playing Rugby, including work related accidents (please see page 12), whether played professionally, semi-professionally, on a non-professional basis or for informal recreation and playing Rugby and Rugby player shall be construed accordingly.
Member(s)	An individual who has had an application for income replacement insurance accepted by the Society and whose plan is currently in force and Membership shall be construed accordingly.
Occupation(s)	The kind of work a person might do, not their particular job.
Plan Eligibility Criteria	The criteria that must be met fully in order to qualify to apply for and be covered by a Personal Income Replacement Plan for Professional Rugby Players. The full criteria can be found on page 4.
Proportionate Benefit	Reduced amounts of benefit which you continue to be eligible to receive when you return to an Alternative Occupation (or Occupations) if: <ul style="list-style-type: none"> • you are not fully fit to work at any Occupation; or • although fit to work at any Occupation other than that of professional Rugby player, you continue to lose income as a direct consequence of being unfit to play Rugby. In such cases the amount of benefit originally payable will be reduced to reflect the actual reduction in your income from time to time when compared to that from playing professional Rugby at the beginning of your claim.
Waiting Period	The period at the beginning of your Incapacity for which no benefit is to be paid.

Important Note

The Financial Conduct Authority 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 Personal Income Replacement Plans for Professional Rugby Players 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 letter offering to provide you with a plan and the Society's Rules, which contain the general rules applying to *Membership* of the Society.

This document provides generic product information that is not intended to constitute advice. We recommend that you take advice from a qualified financial adviser about the suitability of our plans for you.

Aims

- To pay you regular benefit (“benefit”) to replace an agreed part of any earnings you might lose if you suffer *Incapacity* and, as a result, you are completely unable to pursue your *Occupation* of professional Rugby player or, where appropriate to the terms of your plan, any *Alternative Occupation*, provided always that you are not pursuing another *Occupation* or carrying out any other work, whether paid or not.
- To pay benefit for up to 5 years or, if earlier, until you are aged 35 or as otherwise set out in the terms and conditions of your plan.
- 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 and to provide your plan whilst you continue to meet the criteria for such terms and cover.

Your Commitment

- To let us 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 terms and conditions of your plan and the Society's Rules.
- To tell us about any claim you might need to make within the time limits we set.
- 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 or that you might reasonably be expected to assume 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.

- 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.
- Benefit will not commence or may be limited if you continue to receive income from your **Club Employer** or any other work whilst you are **Incapacitated**. This includes any compensation you receive from your **Club Employer**.
- Your eligibility to claim benefit may be adversely affected if, at the time you suffer any **Incapacity**, you do not meet all of the **Plan Eligibility Criteria** set out on page 4.
- We will not pay benefit for any **Incapacity** that arises as a direct or indirect consequence of you being under the influence of alcohol, non-prescription drugs other than those normally available over the counter at retail pharmacies, solvents or other illegal substances.
- 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; and
 - 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; or
 - 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).
- Claims processing and payment of benefit may be delayed or a claim may not be allowed if you do not notify us promptly, within the time-limits we set, when you are unable to work because of **Incapacity**.
- If you play Rugby under a contract for a **Club Employer** that is not based in the United Kingdom (“playing abroad”) and you do not seek and obtain our written agreement before you start to do so, your cover will not be valid. (This does not apply to international duties carried out whilst you are also under contract to a **Club Employer** based in the United Kingdom).
- If, whilst you are playing abroad, you are in breach of any of the terms on which we based our agreement to you doing so, we have the right to terminate your plan.
- Tax legislation may change in the future and this could affect the tax treatment of your plan.

Important Note:- You must not assume that we are aware, from press or other media announcements, of anything you are required to tell us under the terms of your plan.

How Does It Work?

1. *Plan Eligibility Criteria*

- To be eligible to apply for a plan and to continue to hold cover you must:-
 - pursue the *Occupation* of full-time professional Rugby player;
 - be playing for a *Club Employer* either in the United Kingdom or, for United Kingdom passport holders only and with our prior agreement, in another member state of the European Union;
 - be formally contracted in writing to, and receiving remuneration from, a *Club Employer*;
 - be aged 18 or above and, except when allowed by your plan terms or agreed otherwise by us, aged 35 or below;
 - be aged 32 or below at the commencement of your plan;
 - be resident in the United Kingdom;
 - have applied to the Society for income replacement insurance, accepted the terms offered, paid the first premium and made arrangements to pay subsequent premiums, on their due date, by Direct Debit.

Important Note:- The Society reserves the right not to accept a claim for any *Incapacity* if, at the time you suffer the *Incapacity*, you do not meet all of the *Plan Eligibility Criteria* set out above and, if applicable, those that apply to playing abroad set out below.

2. *Plan Eligibility Criteria – playing abroad*

In addition to the criteria set out above the following will also apply:-

- The Society will consider providing cover or continuing to provide cover if, when you first apply for your plan, you have an existing contract with a *Club Employer* based outside the United Kingdom or, if you have an existing Society plan, you enter into a new contract with such a *Club Employer*. However, we are not obliged to provide such cover.
- If we agree to provide cover whilst you are playing abroad (“the agreement”) the following will apply and we may apply other terms that are specific to you and your particular circumstances:-
 - the *Club Employer* must be situated in another member state of the European Union;
 - you must hold United Kingdom nationality and a United Kingdom passport;
 - you must be domiciled in the United Kingdom – that is you must be able to demonstrate that you intend to return to full United Kingdom residence immediately you cease to play abroad;
 - if you are setting up a new plan or amending an existing one (other than by exercising your right to suspend your cover) you must be present in the United Kingdom when you receive advice from your adviser and when you sign your application form;
 - if we agree to provide cover whilst you are playing abroad we will do so initially for a maximum of two years or, if less, during the next two playing seasons starting on the date specified in the agreement (for the purposes of the agreement that starts part way through a playing season, that will be regarded as the first season);
 - whilst you are playing abroad you must at all times maintain a place of residence in the United Kingdom to which we will send all correspondence;
 - you must maintain a United Kingdom Bank account from which you will pay your premiums and to which we will directly remit any benefit payable;
 - you must ensure, throughout the whole period you are playing abroad, that there exists adequate provision for your repatriation to the United Kingdom in the event of serious and debilitating *Incapacity*; and
 - we reserve the right to terminate your plan immediately if any of the above, or any other related terms, are breached.
- When the initial term of the agreement or any subsequent continuation is completed, we may agree its continuation or further continuation (as the case may be), but we are not obliged to do so. If we agree to this continuation, the following will also apply:-
 - your contractual commitment must be with the same *Club Employer* or with another *Club Employer* in the same country;
 - you must apply for any continuation or further continuation at least one clear month before the agreement or continuation (as the case may be) expires;
 - our consent to continue the agreement must be given in writing.
- If you wish to take up a new contract with a *Club Employer* in a different country you will need to make a new application in accordance with the requirements set out above.

Important Note:- If you have an existing plan you must seek and obtain our written consent before you commence playing abroad. If you do not your cover will not be valid and you will not be able to claim.

How Does It Work? (Continued)

1. At the start of your plan

- You decide how much benefit you will need if you are **Incapacitated** and cannot work. To determine this you will need to consider how much you can afford and the following:-
 - the amount of cover you need – you cannot cover more income than you actually receive and we will not pay any benefit that exceeds the limits referred to on page 6;
 - what contractual obligations your **Club Employer** has to continue to pay you whilst you are **Incapacitated** – you should also consider the following:-
 - the standard **Waiting Period** of 26 weeks applied to our plans takes into account the normal player contracts issued by **Club Employers** based in the United Kingdom and this may not apply in your particular circumstances, especially when playing abroad;
 - for the avoidance of doubt, we will not begin to pay or may limit benefit whilst you continue to receive income from your **Club Employer**; (this includes any compensation you receive from your **Club Employer**)it is strongly recommended that you consider this and discuss it with your adviser when arranging your plan, entering into a new playing contract or you are considering playing abroad;
 - what other income protection policies you hold:-
 - the limits on page 6 are overall and so you must also take into account benefit you might receive from such other policies;
 - when we receive a 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.and;
 - 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 when you are receiving benefit.
 - 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 submitted during the first year of your plan and, if later, for any claim submitted because of an illness or injury that commenced or occurred (as the case may be) during the first year of your plan. Other **Waiting Periods** may be available to suit your particular circumstances.
 - At the start of your plan, you must be **Actively Playing Professional Rugby**.
 - You must be aged 32 or below when your plan commences.
 - We will require the following before your plan can commence:-
 - proof that you are contracted to a **Club Employer**;
 - proof of income;
 - confirmation that you are **Actively Playing Professional Rugby**; and
 - 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. Please also see the section “When Can I Claim?” on page 9 for more information.
- You may submit as many claims as you need throughout the duration of your plan.
- Claims will continue until any of the following apply:-
 - you no longer meet the eligibility definitions set out on page 9 in the section – “When Can I Claim?”;
 - until the earlier of:-
 - the end of the club playing season in which you attain the age of 35;
 - you attain the age of 35, if this does not occur during a club playing season; or
 - when the maximum benefit duration of 5 years is reached.
 - for claims submitted during the club playing season in which you attain the age of 35, when benefit has been paid for a maximum period of 6 months; or
 - when the other criteria for claims cessation, set out on pages 9 and 10, are met.
- You may apply to alter your cover at any time. Please refer to page 7 for more information.

How Does It Work? (Continued)

3. At the end of your plan

- Your plan is designed to provide cover whilst you meet all the **Plan Eligibility Criteria** set out on page 4. Your plan and its cover will terminate when you cease to meet those criteria, except when this is caused by an **Incapacity** for which you submit a valid claim or when your cover is suspended in accordance with the terms set out on page 8.
- Your normal retirement age is deemed to be 35 and, unless you have already submitted a valid claim (see below), your plan will cease 26 weeks before you attain the age of 35 or, if later, 26 weeks before the end of the club playing season in which you attain that age.

We may agree to defer the date on which your plan ceases if you are contracted to continue to play professional Rugby during club playing seasons that commence after you have attained the age of 35. However, we are not obliged to agree to this. To be effective, any agreement to defer the termination date of your plan must be in writing and will be subject to any terms that we, at our sole discretion, decide.

- If, at the time you cease to meet all of the **Plan Eligibility Criteria**, you have already submitted a valid claim, your plan will continue until that claim ceases, provided that you continue to pay premiums as they are due.
- Your plan and benefits under it will cease completely 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 the **Plan Eligibility Criteria**.
- For players who are not United Kingdom nationals and who are not normally domiciled in the United Kingdom, there may be restrictions on the payment of benefit.
- 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 basic 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.
- Whilst you continue to meet all of the **Plan Eligibility Criteria** the income on which your cover will be based is the basic gross income paid to you by your **Club Employer** under your written contract through the PAYE system - or equivalent if playing abroad. For the avoidance of doubt the following is not included:-
 - unearned income;
 - benefits and payments not included in the basic gross income payable by your **Club Employer** under your written contract;
 - income not paid to you through your **Club Employer's** PAYE scheme - or equivalent if playing abroad;
 - income from playing Rugby other than the basic gross income payable by your **Club Employer** under your written contract;
 - bonuses and performance related pay; or
 - payments in respect of image rights or other marketing and promotional arrangements.
- 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 may be affected by other income protection policies you might hold. You must tell us of any other policies you hold at the start of your plan or immediately when one is taken out or cancelled during the life of your plan. You may use a Society plan to top up any cover you may have with another insurer and if you do, we will tell you how much benefit we are prepared to cover. You may also top up the cover under a Society plan with one from another insurer, but you must tell us if you do (and if you subsequently amend such cover) and we will tell you how it might affect your Society plan and suggest and agree with you any amendments to it that might be required.

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 proportion of your basic gross income we have agreed to cover.

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 have been able to follow the *Occupation* of professional Rugby player and not have suffered any *Incapacity* 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 (our “underwriting assessment”). This is to enable us to decide whether or not we can offer you insurance on standard terms.
- We will require you to complete a health and lifestyle questionnaire. This, together with your application form, will provide us with information about your past and current medical history and details of participation in any other sports and leisure activities, including those of a hazardous nature. Normally the questionnaire will be completed in a telephone interview conducted by a qualified nurse.
- There are four possible outcomes from our underwriting assessment of your application:-
 - *Acceptance on standard terms*:- we will insure you for the cover you requested;
 - *Exclusion*:- we will not insure you for a specified medical condition or conditions;
 - *Acceptance on Special Terms*:- we will insure you for the cover you requested but because our assessment of your application means we believe there is a higher than normal risk of future claims we will ask for any or all of the following:-
 - higher premiums;
 - a longer *Waiting Period*; and/or
 - other non-standard terms;
 - *Decline*:- your medical history, your lifestyle or participation in other hazardous activities represent an unacceptable future risk to the Society and so we must refuse to provide you with insurance.

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 particular 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. This offer will have a set expiry date.
- If you are happy with the terms offered, you may accept them by paying your first monthly premium. Provided you do so before the expiry date of our offer your plan will start immediately we receive your first payment.
- Your entitlement to claim benefit begins one month after your plan starts.

Can I Alter My Plan Later?

- You can apply to alter your cover at any time, 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.
- For any increase in cover we will request further medical and non-medical information and may apply any of the underwriting outcomes set out above following consideration of that information. Any such increase in cover will be subject to our maximum age, income and benefit limits. You will only be able to effect such increases as a separate plan and on the terms applying to new plans for professional Rugby players in force at that time.

Important Note:- You are solely responsible for notifying us if you do not secure a new contract for any playing season and for considering whether or not, as a consequence, you should suspend your cover. You should consult your adviser or the Society as your cover may be adversely affected if such circumstances apply and you no longer meet the *Plan Eligibility Criteria*.

What Factors Decide How Much I Pay?

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

- The amount of benefit to be paid when you 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:-

- Your age.
- The Society's claims and general expenses.
- Our experience of providing plans to professional Rugby players.
- 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 from time to time and either increase or decrease them by any amount. Such increases are applied to all plans and not on an individual basis and we will provide you with at least 30 days notice before they take effect.

Subject only to any general increases described above, your premiums will remain at the rate or rates quoted at the commencement of your plan or, for any subsequent increase in cover, the rate or rates quoted at that time. Any extension of your plan beyond the standard retirement age of 35 will be at rates quoted separately at the time.

Can The Cover Provided By My Plan Be Suspended If My Circumstances Change?

- As an alternative to cancelling your plan because you do not meet the *Plan Eligibility Criteria*, 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.
- If you are between contracts and therefore you have no income from a *Club Employer* you will not meet the *Plan Eligibility Criteria* so you will be unable to submit a claim. Therefore, we strongly recommend that you discuss this with your adviser or us and consider whether or not you should suspend your cover.
- Alternatively, if you anticipate being between contracts for greater than 3 months, or you are taking a sabbatical, during which you will work and receive remuneration, but in any event you intend to continue your Rugby career, we will consider continuing to provide cover but on a limited basis and only for non-Rugby related *Incapacity*. We are not obliged to agree to this and any such continuation will be on terms and at such premiums as we, at our sole discretion, decide.
- You can only suspend cover in this way for a maximum aggregate period of 2 years in any 5 year period.
- To resume full cover you must meet all of the *Plan Eligibility Criteria*, 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 and to apply other terms before accepting your request to do so.
- In any event we will require a declaration as to whether or not you have played Rugby (whether played professionally, semi-professionally, on a non-professional basis or for informal recreation) whilst your cover is suspended.
- If you play Rugby (whether played professionally, semi-professionally, on a non-professional basis or for informal recreation) whilst your cover is suspended or limited to non-Rugby related *Incapacity*, we may apply conditions for any resumption of full cover and we will do so if, as a consequence, you have suffered *Incapacity Arising From Playing Rugby* or your health and/or ability to play Rugby has otherwise been adversely affected.

Important Note:- Except as provided above claims will not be accepted or paid whilst your cover is suspended.

Can My Plan Be Cancelled Or Amended By The Society?

- Once terms have been offered by the Society and accepted by you we are unable, in normal circumstances, to cancel or amend your plan.
- However, we may terminate your plan early or amend it 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 or to have offered cover on different terms to those actually offered. Please refer to the “Risks” section on page 3 for further information.
- We will terminate a claim and cancel your plan and **Membership** if you deliberately make a false statement or deceive or attempt to deceive the Society in any way. We may also do this if you carelessly or negligently mislead the Society in connection with a claim or payment of **Proportionate Benefit**.
- The Society reserves the right to cancel any plan if, having agreed to provide cover whilst you are playing abroad, you breach the terms and conditions under which the agreement is given.
- The Society reserves the right to cancel any plan if premiums are 2 months or more in arrears.

When Can I Claim?

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

1. **Incapacity Arising From Playing Rugby**; and
2. Any other **Incapacity**.

- Irrespective of the cause of your **Incapacity**, at the commencement of any claim you will be considered **Incapacitated**, and therefore eligible to receive benefit, if your **Incapacity** is one that fully prevents you from pursuing the **Occupation** of professional Rugby player, provided always that you are not pursuing any other **Occupation** or carrying out any other work whether paid or not.
- Unless it is terminated earlier under the terms set out in the following section - “When Will Payment Of Benefit Cease?”, when your claim has been paid for a maximum of 24 months (“the maximum period”) you will continue to be considered **Incapacitated**, and therefore eligible to continue to receive 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 pursuing any **Alternative Occupation**, provided always that you are not pursuing any other **Occupation** or carrying out any other work whether paid or not.

The maximum period of 24 months will be reduced to 12 months in respect of all claims for which the payment of benefit begins after the earlier of your 32nd birthday or the beginning of the club playing season during which you attain the age of 32.

Important Note: To be eligible for the payment of benefit any **Incapacity, arising for whatever reason, that gives rise to a claim must, in the sole opinion of our medical advisers, fully prevent you from following the **Occupation** of professional Rugby player or, where appropriate under this contract, any **Alternative Occupation**.**

For the avoidance of doubt the Society will not pay benefit for loss of form, however caused, that leads to non-renewal of, or failure to secure, a contract with any **Club Employer.**

When Will Payment Of Benefit Cease?

To understand when payment of benefit will cease altogether, you must read this section as a whole.

- Payment of benefit will cease when any of the following apply:-
 - you no longer meet the eligibility definitions set out in the previous section - “When Can I Claim?”;
 - until the earlier of:-
 - the end of the club playing season in which you attain the age of 35;
 - you attain the age of 35, if this does not occur during a club playing season; or
 - when the maximum benefit duration of 5 years is reached.
 - for claims submitted during the club playing season in which you attain the age of 35, when benefit has been paid for a maximum period of 6 months;
 - you actually train for or play Rugby (whether played professionally, semi-professionally, on a non-professional basis or for informal recreation);
 - 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 Actively Playing Professional Rugby**;
 - you take up an **Alternative Occupation** or you carry out any form of work, whether paid or not, **except** when the Society has agreed with you, in advance and in writing, that you are eligible to receive **Proportionate Benefit**;
 - you no longer lose income because of your **Incapacity**;
 - you die; or
 - your plan is terminated for any other reason.

When Will Payment Of Benefit Cease? (Continued)

- Payment of benefit will also cease if:-
 - you fail to co-operate with us or otherwise fail to take part in our claims management process;
 - after the claim is accepted, we discover that it is not valid. This may happen, for example, if you did not or do not fully and truthfully disclose, at any time you are required or requested to do so, material and relevant facts;
 - you do not agree to attend, or having agreed to do so, you do not attend, an assessment of your **Incapacity** or ability to work if we require 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** and/or from any other employer you may have;
 - you unreasonably refuse or choose not to undergo any treatment advised or recommended by your doctor, specialist or other medical advisers;
 - you do anything that worsens or otherwise adversely affects your **Incapacity** or could reasonably have been predicted to do so;
 - you do anything that delays 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 provide us with a plan to seek and obtain an **Alternative Occupation**, which we consider to be credible, when you are required or requested to do so or if you unreasonably fail to follow that plan.

Important Note:- The Society reserves the right to reclaim any benefit that is paid incorrectly or overpaid.

How Does Proportionate Benefit Work?

As set out in **Step 3** on page 11 the terms of your plan require you to provide the Society with a plan for seeking and obtaining an **Alternative Occupation** that we consider to be credible.

- During the progress of a claim, whether caused by an **Incapacity Arising From Playing Rugby** or an **Incapacity** arising from any other cause, the following circumstances may occur;
 - you are permanently unfit to play Rugby professionally, but nevertheless you are fit to carry out an **Alternative Occupation**, you have already provided us with a credible plan to seek and obtain such work and are actively following that plan;
 - you are temporarily unfit to play Rugby professionally, but nevertheless you continue to be employed by a recognised professional Rugby club, albeit at reduced levels of remuneration; or
 - your **Incapacity** is such that, as well as rendering you permanently unfit to follow the **Occupation** of professional Rugby player you are also partially unfit to carry out an **Alternative Occupation**.

Under such circumstances and subject to the terms set out below in the remainder of this section, the Society will waive the criterion set out under the heading “When Payment Of Benefit Will Cease” (that your claim will cease if you take up an **Alternative Occupation** or carry out any form of work, whether paid or not - referred to below as “the work related benefit cessation criterion”) and will pay **Proportionate Benefit**.

- For the avoidance of doubt eligibility to receive **Proportionate Benefit** will be objectively established on the basis of these terms and conditions only, but subject always to the criteria for complete cessation of any claim not also being applicable.

The following terms will apply to the payment of **Proportionate Benefit**:

- If you are permanently unfit to carry on the **Occupation** of professional Rugby player but nevertheless you are fit for an **Alternative Occupation** or work you must already have provided the Society with an acceptable plan to seek and obtain such work.
- Unless specifically waived by the Society in advance and in writing, all of the general criteria set out above under the heading “When Payment Of Benefit Will Cease” will continue to apply.
- To be eligible for payment of **Proportionate Benefit** you must notify the Society, in writing, of your intention to take up an **Alternative Occupation** or work (“the proposed work”) before actually doing so. If you do not do this, the Society will consider the circumstances of such non-disclosure, in order to decide whether or not to agree to waive the work related benefit cessation criterion and, under such circumstances, the Society will reserve the right:
 - to suspend all payment of benefit pending establishment of your eligibility to receive **Proportionate Benefit**;
 - in the event of deliberate, careless or negligent non-disclosure of working, to cease the claim immediately and to terminate your **Membership** of the Society; or
 - subject to any non-disclosure of working not being deliberate if disclosure is not given and the Society has established the fact by other means, to only pay **Proportionate Benefit** from the correct date and to recover any benefit that has been overpaid as a consequence.
- **Proportionate Benefit** will not become payable until the Society has notified you in writing that you are eligible to receive it.

How Does Proportionate Benefit Work? (Continued)

- In the event the proposed work is to be carried out on terms whereby it is to be remunerated at an undervalue when compared to the market value normally associated with such work, the Society, at its sole discretion, reserves the right to set the rates of **Proportionate Benefit** payable at a level that properly reflects the generally accepted full market value for the work being carried out.

The following are circumstances in which this might apply:-

- you enter into a formal or informal internship arrangement whereby you and/or the employer derive longer term benefits from that arrangement as a consequence of the reduced remuneration. Because the Society cannot be party to any such arrangement we therefore can never derive any benefit(s) to offset the higher level of benefit we might pay in support of such arrangement. Therefore the Society reserves the right to review details of the arrangement and to agree suitable adjustments or other arrangements with you in respect of **Proportionate Benefit**; or
- you enter into an arrangement whereby part of your earnings from the proposed work are deferred, accrue to another or accrue otherwise for your personal benefit, including, but not limited to, unpaid or deferred dividends. In such circumstances the Society must be provided with full and frank information and will assess the level of **Proportionate Benefit** to be paid before agreeing your eligibility to receive it and on what basis.
- **Proportionate Benefit** will decrease on every subsequent increase in your income and will not increase if your income later falls. Payment of **Proportionate Benefit** is dependent on **Incapacity** and partial loss of income as a direct consequence. Therefore, any reduction in your new 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 increase in the light of your (medical) circumstances.
- In any event **Proportionate Benefit** will cease altogether and your claim will terminate when your income from all sources, including any pension income you receive, equals or exceeds that immediately prior to your **Incapacity**.

Important Note:- For the avoidance of doubt eligibility for payment of **Proportionate Benefit and the amounts paid, cannot be based on the success or otherwise of a commercial venture or of a particular work activity.**

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 **Incapacity**. 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, whether pursuing your own **Occupation** as a professional Rugby player or any other **Occupation**.

Step 2 – Claim Submission

- If you need to submit a claim you will be required to complete and send us a claim form or take part in a telephone interview conducted by a qualified nurse. Also, you will be asked to consent to us obtaining further information from your doctor, specialist or other medical adviser involved in your care; and to us obtaining relevant information from your **Club Employer** and/or any other employer you may have.
- We will then process your claim before accepting it.

Step 3 – Claim Processing and Acceptance

- We will need to make sure the claim is valid and within our income and benefit limits and that the **Incapacity**, in the sole opinion of our medical advisers, fully prevents you from following the **Occupation** of professional Rugby player or, where appropriate under this contract, any **Alternative Occupation**.

We will do this by:-

- reviewing your claim form or telephone interview transcript and other information you or your **Club Employer** submit;
- if we need it, seeking and reviewing further information from you, your **Club Employer**, any other employer you may have, your medical advisers and/or our medical advisers;
- 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) or any other contract terms that might restrict or otherwise affect the payment of benefit.
- We may require you to attend for interview and/or medical assessment 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:-
 - 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 plan for seeking and obtaining an **Alternative Occupation** which we consider to be credible;
 - details of the settlement reached with your **Club Employer** for the termination of your contract, details of your final pay and of any compensation due from whatever source;
 - details of any **Alternative Occupation** or work you are actively seeking.

How Do I Claim? (Continued)

Step 3 – Claim Processing and Acceptance (Continued)

- When we have validated and accepted your claim 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 fully as a consequence of your **Incapacity**.

Step 5 – Claims Management

- We will regularly communicate with you to check the following:-
 - the progress of your **Incapacity**;
 - your capability for work;
 - whether or not you will continue to pursue your **Occupation** of professional Rugby player;
 - your plan to seek and find an alternative career or work and its progress; and
 - if you are being paid **Proportionate Benefit**, regular proof of your income.
- From time to time, 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 to obtain 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 6 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 and a prognosis and who confirms to our satisfaction that you are eligible to commence or continue your claim, as the case may be.
- 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:-
 - 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 plan for seeking and obtaining an **Alternative Occupation** which we consider to be credible;
 - details of the settlement reached with your **Club Employer** for the termination of your contract, details of your final pay and of any compensation due from whatever source;
 - details of any **Alternative Occupation** or work you are actively seeking.

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

If you submit a claim for any **Incapacity** resulting from an accident and you pursue a third party action in respect of that accident, you must notify your legal representative (and any other insurer that is involved) of our interest and instruct them to liaise with us about the income related aspects of your third party claim. We may agree with them, or any other 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.

1. Non-Work-Related Accidents

- A non-work-related accident is one that does not meet the definition of work-related accidents below.

2. Work-Related Accidents

- A work-related accident is one that occurs:-
 - whilst you are at work or working for your **Club Employer** or any other employer you may have;
 - during travel in transport, owned or provided by your **Club Employer** or any commercial sponsors, to or from the events or functions described below, 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** or any other employer you may have;
 - your **Club Employer's** commercial sponsors;
 - your personal commercial sponsors; or
 - your personal agent or management team.

Important Note:- Payment of benefit may be adversely affected if you fail to notify and instruct your legal representative (and any other insurer involved), as set out above.

What Are The Circumstances For A Claim To Be Disallowed?

There are circumstances which, if they occur, may affect your right to make or continue a claim. We will not accept a claim or we may amend a claim and/or benefit being paid in any of the following circumstances:-

- You have no income at the time your **Incapacity** starts – for example you may be between contracts and have not suspended your cover.
- At the time you suffer **Incapacity**, you do not meet all of the **Plan Eligibility Criteria** set out on page 4 (except where we have agreed to maintain cover for non-Rugby related **Incapacity** as set out on page 8).
- You do not lose income as a consequence of your **Incapacity**.
- Your claim is for any cause 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.
- Your claim is for any historic or other medical condition that existed before or at the time your plan commenced, 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. For the avoidance of doubt this includes any such information requested verbally, including that during any telephone interview.
- Your claim is for any **Incapacity** that arises as a direct or indirect consequence of you being under the influence of alcohol, non-prescription drugs other than those normally available over the counter at retail pharmacies, solvents or other illegal substances.
- Your **Incapacity** does not, in the sole opinion of our medical advisers, fully prevent you from following the **Occupation** of professional Rugby player or, where appropriate to the terms of your plan, any **Alternative Occupation**. For the avoidance of doubt, the Society will not pay benefit for loss of form, however caused, that leads to non-renewal of, or failure to secure, a contract with any **Club Employer**.
- The duration of your **Incapacity** is, in the sole opinion of our medical advisers, inconsistent with, or unreasonable in the context of, any diagnosis or prognosis given
- You take up an **Alternative Occupation** or you carry out any form of work, whether paid or not and you are not eligible to receive **Proportionate Benefit**.
- You have temporarily suspended your cover (except where we have agreed to maintain cover for non-Rugby related **Incapacity** as set out on page 8).
- 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 and, if necessary, apply further terms and conditions 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?

- Insurance under your plan is not designed to cover any of the following:-
 - **Cosmetic surgery or sterilisation:** claims cannot be accepted or 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:** claims cannot be accepted or paid for any **Incapacity** arising directly or indirectly from addiction to, or the long term abuse of, alcohol;
 - **The consequences of drug abuse:** claims cannot be accepted or 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 at retail pharmacies;
 - **Unemployment:** your plan does not provide cover for unemployment or redundancy.

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 alternative 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 us 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.

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.

Reviewing Your Plan

You should review your cover regularly (preferably at least annually and certainly on changes to your 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 we 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 Terms

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.

Taxation

The premiums to pay for your plan will normally be deducted from your tax paid income and will either be paid directly to us by you or, after deduction from you salary, 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.

Important Note:- The information above, which is not intended as advice, is based upon current tax rules and legislation which could change in the future.

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

Terms And Conditions

The full terms and conditions comprise these plan terms and conditions, our offer and the rules. In the event the offer differs from the plan terms and conditions the offer will take precedence.

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 directly or through a Society adviser, you should contact us directly. Please see below for our contact details.

You May Contact Us As Follows:-

- By telephone:

General enquiries	01225 752120
Application queries	01225 756783
Claims	01225 756793

- By email: rugby@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

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 and 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) at:

Address:	South Quay Plaza, 183 Marsh Wall, London, E14 9SR
Telephone No:	0800 0 234 567
Website:	www.financial-ombudsman.org.uk
By email:	complaint.info@financialombudsman.org.uk

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 No:	0800 678 1100
Website:	www.fscs.org.uk

WILTSHIRE



FRIENDLY

SOCIETY LIMITED

INCOME REPLACEMENT INSURANCE SINCE 1887

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