

Shepherds Premier Protect Professional Cricket Player Income Protection Plan

Terms and conditions

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1 The contract

- 1a** The contract between you and us is made up of the following documents.
- The plan, including the schedule and endorsements (any changes made to the original plan).
 - The application for the plan.
 - These standard terms and conditions.
 - Any letter, fax or e-mail that you send us to tell us about any significant changes to your current circumstances.
- 1b** You must make all claims in writing and sign them. We will pay any benefits to you or your legal representative. We will not accept claim forms by fax or e-mail.
- 1c** When considering whether to accept your application for a plan, we need to be aware of all significant facts that could affect our decision. If you do not tell us about a significant fact when answering the application form questions, we may refuse to pay your claim. If you have any doubt about whether something is significant please add it to the extra information section on the application form. We will be pleased to clarify it for you or your adviser if you contact us.

2 Benefit levels, waiting period and payment.

- 2a** The insured benefit level is up to 60% of agreed annual contractual earnings with a maximum of £5000 per month. These benefit levels will increase each year in January, commencing in the first January which occurs after the plan has been in force for one year, by the percentage amount of increase in the Consumer Prices Index for the previous calendar year.
- 2b** Agreed earnings consist of annual basic salary from your Cricket Club as evidenced by your contract.
- 2c** For the benefit to be paid any basic salary paid to you from your Cricket Club must have ceased being paid.

- 2d** The benefit will be paid after the event in 2c has occurred and once the agreed waiting period has elapsed. The agreed waiting period is either 13 weeks, 26 weeks, 52 weeks or 104 weeks from the date incapacity caused by an injury or illness occurred and prevented you from being available for selection.
- 2e** The chosen benefit will be payable until age 50. From ages 51 to 55 inclusive the benefit reduces to 75% of the insured level and from ages 56 to retirement age (which cannot exceed 65) the benefit reduces to 50% of the insured level.
- 2f** It is usual for payments under income protection policies in the UK not to exceed 60% of a person's gross earnings and if a person has several such policies in force the insurance providers involved may liaise with each other to ensure this level of benefit is not exceeded.
- 2g** Benefits will be paid in £ sterling to a UK bank account and this will apply even if you no longer live and work in the United Kingdom.
- 2h** Benefit, less any reductions explained in clause 2d, will be paid until any of the following events occurs -
- The Cricket Club resume paying your basic salary because you are available for selection.
 - You commence earning from any other employed or self employed occupation (but see paragraph 2i about proportional benefit and 2j about other occupations).
 - You reach your nominated retirement age or die.
 - You fail to pay a premium if one is due.
- 2i** If the benefit is in payment and a plan holder ceases to be a professional cricket player and commences a new occupation or commences to receive a pension payment, then, it will continue to be paid until the sickness or injury ends, but at a level which is the difference between any new net monthly income and/or pension and the benefit payment which was in payment and to which the insured is entitled by age.

- 2j** A sickness or injury will be deemed to be over once a medical expert declares that the illness or the injury has improved or healed to such an extent that you are able to be employed in an occupation for which you are suited. We will pay the benefit for an additional 6 months once a medical expert has confirmed that you are well enough to undertake a suited occupation to allow you time to enter such an occupation.

After the 6 month period has expired we will cease paying benefit if a suited occupation has not been found and the player should then recommence paying premiums. We will then allow a further 3 month period with no benefit payment during which the player can continue to seek employment. If at the end of 9 months (the 6 months plus 3 months) he has found employment we will then pay proportionate benefit in the normal way and the player will pay a premium applicable to the proportionate benefit he is receiving. If he has not found a suited occupation after 9 months then the contract ends.

3 Period of the plan (the term)

- 3a** The plan cannot run beyond your age 45 unless in claim, in which case condition 2e applies.
- 3b** If you cease to be employed as a professional Cricket player you may continue to cover the loss of income in a new occupation. When such a change of occupation occurs you must advise us so that cover can be agreed at an appropriate level in relation to your new earnings and the premiums adjusted in relation to any new levels of cover. You may cancel your plan at any time by advising us in writing.
- 3c** If after you cease to be a professional Cricket player and you no longer reside and work in the United Kingdom we will not be able to continue the Plan but this will not affect payment of benefit if a claim is in payment.

4 Conditions of the plan

- 4a** When applying for a plan you must be contracted as a professional player (i.e. you do not have any other occupation) to a Cricket Club which is properly constituted and recognised by the sport's governing body in the United Kingdom.
- 4b** We will not accept applications from players who are unable to play because of incapacity caused by accident, illness or injury. An application will be considered once a player has returned to playing following such incapacity and has completed a competitive game for his Club.
- 4c** You must complete all application forms fully and disclose if any of the listed medical conditions may apply to you. Not to fully disclose such information may invalidate a claim.
- 4d** You must be aged from 18 up to and including age 35 at the start of the plan.
- 4e** This Plan does not have a cash in value.

5 Premiums

- 5a** You must pay all premiums by direct debit and on time. Payments must be made in £ sterling from a UK bank account.
- 5b** Premiums depend on the level of cover and the waiting period chosen. Please see the rate table for details. Premiums will be increased in January, commencing in the first January which occurs after the plan has been in force for one year, by the percentage amount of increase in the Consumer Prices Index for the previous calendar year.
- 5c** Premiums are guaranteed for the term of the policy but will be index linked to the Consumer Prices Index. When you cease to be a professional cricket player you may wish to adjust the amount of benefit in line with any new occupational earnings/benefits you have. It is your responsibility to advise us if such a change is necessary or required.

5d Waiver of premium is included which means that if a claim is in payment you do not have to pay the premium until the claim ends or when you are available for selection again. If you cease to be a professional cricket player and a proportionate benefit is being paid, you will need to pay premiums applicable to the amount of proportionate benefit you are receiving under the plan.

5e If you do not pay your premiums:

- We will not pay the sickness benefit if you make a claim.
- If your bank returns a direct-debit payment, we will only try and claim the premium once more. If the payment is not accepted, cover will cease and the plan will end.
- We reserve the right to cancel the plan if 3 payments are missed.

6 Claims

6a At the time of the claim we will need evidence of your earnings as defined in clause 2b. We will also need the original medical certificate and/or other evidence confirming the medical position from your first day of sickness/injury. Delay in receiving such information could result in the payments of benefits being delayed.

6b You must notify us of a claim at least 28 days before the first expected benefit payment. If you are late in submitting a claim we will make the first payment as soon as we can, but we will not back date it. However, we will not apply this condition if your incapacity has physically prevented you from meeting it or if you have been confined in hospital.

6c Please make sure that you send in medical certificates within seven days of the last one running out. If we do not receive a medical certificate within this period, we will assume that you have returned to work, and your benefit payments will end.

6d All documents, correspondence, medical certificates and medical reports we request must be supplied to us in the English language to enable us to commence and continue paying a claim.

6e For us to continue paying your benefit, you must:

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

6f We have the right to refer you to an independent medical adviser which we will pay for. We may not pay your sickness benefit if you do not see the medical adviser.

6g If you fail to do any of these things when we ask you to we may refuse to pay your benefit as long as you have the sickness or injury.

6h For conditions of a mental or nervous origin including stress, anxiety and depression and injured back or neck 3 months after diagnosis we reserve the right to require evidence that you are following any recommendations made by your medical adviser or a medical adviser we have referred to you.

6i We will continue to pay your claim if you are unable to do your 'own occupation' (your job), which is defined as follows.

'You are in an occupation, or occupations, for which you receive a salary or income immediately prior to making a claim.'

We will consider you unable to work in your own occupation if you are totally unable to perform all the essential duties of your own occupation. We will only continue to pay the benefit if you are unable to do your own occupation, or one for which you are suited by training, experience or ability. We may use medical opinion and experts in your field of employment in our assessment of whether you are well enough to do either your own occupation or a suited occupation.

- 6j** We pay benefit for a sickness or injury, but not for the following.
- Sickness or injury which does not prevent you from carrying out your usual employment.
 - If you are addicted to alcohol or solvents, or you are ill as a result of taking drugs (except those prescribed by a doctor) or if you have deliberately injured yourself.
 - War, an invasion, hostilities (whether war is declared or not), civil war, rebellion, revolution or taking part in a riot.
 - Cosmetic surgery for non-medical reasons, or complications resulting from this surgery.
 - If you fail to follow medical advice, or refuse to have surgery or treatment which your doctor or ours has recommended.
 - If you fail to follow the current regulations relating to health and safety at work.
 - HIV or AIDS, except if you contracted (caught) it while carrying out your 'own occupation', through a blood transfusion you received in the UK, or as a result of a physical assault.
- 6k** We will not pay benefit if you suffer sickness or injury caused by taking part in dangerous activities and fail to use the correct equipment or undertake and utilise the appropriate training. This clause does not apply to your activity as a professional sportsperson taking part in properly organised professional sporting activity.

- 6l** If you are declared fit to play Cricket following an injury and this injury recurs in the same area of the body, within a 3 month period, we will treat this as a **linked claim** and we will not apply the waiting period. Sickness benefit will start again from the date your injury recurs providing you are not receiving any income from the Cricket Club.

If you are receiving an income from the Cricket Club we will start to pay benefit once this stops.

7 Changing your address

- 7a** It is your responsibility to let us know when you change your address.

8 Compensation

- 8a** If you are making a claim because of an accident or a malicious incident at the hands of a third party, we have the right to recover benefits paid by us from any compensation you receive from any third party.

9 Fraud and negligence

- 9a** We will not pay on claims that we consider to be fraudulent and the plan will be cancelled.
- 9b** If you have an accident that was as a result of your own negligence (something you did or failed to do), we have the right to refuse to make the payment.
- 9c** We are also required by legislation to establish the identity of customers we deal with. This means we may have to verify your identity and if so this would involve electronic identity checks, for example checking against the Electoral Roll.

10 The law

- 10a** This plan is governed by the laws of England and Wales.
- 10b** If there is a change in the law or the way tax applies to us or you, we will have the right to adjust the benefit or the plan (or both) in a way which ensures that we do not break the law or taxation rules. We will write giving 30 days notice of any change and explain the reasons for it.