



RUPA 

Player Group Insurance Overview

Definitions & Assumptions

There are four forms of catastrophic injuries covered:

1. **Accidental Death** is an unexpected loss of life.
2. **Total Permanent Disablement (TPD)**: a player has suffered TPD if they are unable to complete reasonable 'activities of daily living' (ADL) – being able to clean, clothe and feed themselves. In a rugby context, TPD would be paraplegia, quadriplegia or other seriously debilitating injury.
3. **Partial Permanent Disablement (PPD)**: as above, however only limited incapacity, such as a loss of limb that affects but does not completely disable the injured from completing ADL.
4. **“Career-Ending Injury”** as defined by these policies is the outcome of a single, sudden and unexpected injury, illness or accident. The distinction here is that it is a 'one-off' injury, not an accumulation of injuries or a degenerative condition/injury.

A **Professional Player** for the purposes of these policies is anyone who has signed and is employed under a Core Playing Squad contract (CPS), Extended Playing Squad contract (EPS), Wider Training Squad Contract (WTS) or fulltime Men's or Women's Sevens Playing Squad Contract (SPS).

Career-Ending Particulars

Accident is a single, sudden and unexpected event, which occurs at an identifiable time and place and which causes unexpected **Bodily Injury** at the time it occurs.

Bodily Injury is a specific physical injury caused by an **Accident**. An injury is a **Bodily Injury** only if it is the direct consequence of an **Accident** and is not the accumulation of a series of accidents or traumas and if it is not directly or indirectly caused by, contributed to by and/or aggravated by any physical impairment, defect, degenerative process of infirmity existing prior to the inception of this Policy. A physical impairment, defect, degenerative process or infirmity exists prior to the inception of this Policy if it has been diagnosed by a health care practitioner prior to the date of inception of the Policy or in the event that it has not been so diagnosed then, in the opinion of a health care practitioner the **Insured Person** could reasonably have been expected to be aware of its existence on the date of inception of this Policy.

Sickness or Disease is a physical illness or malady, not including osteoarthritis, arthritis or any other degenerative process of the joints, bones, tendons or ligaments.

As a result of your accidental **Bodily Injury** or **Sickness or Disease**, you are completely and totally physically unable to ever continue your career as a Professional Rugby Union Player and that as a result of the injury, you have no likely hope of improvement, sufficient to Participate ever again as a Professional Rugby Union Player.

Career-Ending Particulars

Exclusions

This Policy does not cover disability wholly or partially, directly or indirectly caused by, contributed to by or aggravated by:

1. war or any act of war, whether war is declared or not;
2. suicide, self-destruction, attempted suicide or self destruction, or intentionally self-inflicted injury, while sane or insane;
3. the Insured Person's own criminal or felonious act;
4. the death of the **Insured Person**, howsoever caused. No covered claim shall exist and no benefit shall be due or payable under this Policy in the event of the death of the Insured Person where or not such death is caused directly or indirectly by the accidental **Bodily Injury** or **Sickness or Disease** and whether or not such death occurs during the **Waiting Period**. No claim shall be assumed or payable under this Policy in the event of the disappearance of the **Insured Person**;
5. the **Insured Person**;
 1. Being under the influence of alcohol, as defined by the motor vehicle laws of the state/province/country in which this Policy was delivered;
 2. Being under the influence of drugs or narcotics that are not lawfully available, unless prescribed for the Insured Person by a qualified health care practitioner;
 3. Using any drugs or substances in violation of the rules or regulations of the governing body of the sport in which the Insured Person plays;

Career-Ending Particulars

Exclusions continued

6. the **Insured Person's** use of performance enhancing substances, including but not limited to anabolic steroids, stimulants and corticosteroids, regardless of whether or not prescribed by a qualified health care practitioner;
7. any practices or activities excluded by the **Insured Person's** professional sports contract in connection with your occupation as stated in the Schedule;
8. conditions of psychotic, psychoneurotic or epileptic origin;
9. osteoarthritis, arthritis or any other degenerative process of the joints, bones, tendons or ligaments.

Policy Mix & Benefit Levels

Policy / Injury	Community Sports Injury Policy	Professional Player Death & TPD Policy	Professional Player Career Ending Policy	Total Maximum Possible Benefit
Insurer	SLE via Gow Gates	AIA via JLT	SLE via Marsh	
Coverage	Training & Playing Only	24/7	24/7	
Who's Covered	All players registered to play Rugby in Australia	Professional Players plus Supplementary Squad	Professional Players only	
Accidental Death	\$100k	\$500k	-	\$600k
TPD	\$750k	\$500k	Up to \$600k*	\$1.85m
PPD	\$300k	-	Up to \$600k*	\$900k
Career-Ending	Up to \$300/week	-	Up to \$600k*	\$600k
Current Policy Period	1 March 19 – 1 March 20	1 Feb 19 – 31 Jan 20	1 Feb 19 – 31 Jan 20	

Career-Ending Income Protection

The benefit for Career Ending Injuries is:

- **Two years x 75% of Players Total Annual Base Salary** (which excludes any Image Rights / Company Payments);
- **Capped at \$300k per annum**, making the maximum benefit \$600k in total.

Full security of contract remains in place and the above benefit is paid at the expiry of the rugby contract, so long as a minimum waiting period of 12 months has been served.

Benefits are reduced by age bandings, being as at 1 February 2019:

- Aged 31 or 32 Limited to 100% of 2019 Total Annual Base Salary
- Aged 33 Limited to 50% of 2019 Total Annual Base Salary
- Aged 34 or older Limited to 33.33% of 2019 Total Annual Base Salary

Since the inception of the RUPA Career Ending Income Protection Insurance Policy in 2012, six professional players have had successful claims that meet this definition. In turn, this has meant that the cost of the Policy has increased substantially over this period of time – approximately 50%. **The player contribution has increased to 2.5% to maintain the benefit level for the 2019-2020 Policy period** in order to ensure that the Policy remains viable.

Premium & Player Contributions

- **All Professional Players have agreed to contribute 2.5% of their pre-tax base salary towards funding the policy, up to an individual limit of \$10,000 per annum (or \$833.33 per month) which correlates to the individual benefit limit of \$300k per annum.**
- Team payroll deducts these monies from player salaries and forward this to RUPA on a monthly basis. **This is the only self-funded all-in professional player insurance policy, that we are aware of, in the world.**
- Payments made to a player in respect of Super Rugby Match Payments, Wallaby Test Match Payments, Third Party Agreements or Image Rights/Company Payments are not included within the calculation for the deduction, as they are not calculated within the insured value of the player's playing contract.
- As players contributions are taken pre-tax players cannot receive the 'double benefit' of claiming a tax deduction on these contributions as part of their tax returns.
- **The policy is only sustainable if all eligible professional players consent to be included in the policy by way of agreeing to contribute their 2.5%. Equally, the 2.5% contribution is substantially less than players would receive if they sought individual benefit coverage to the same level.**