

PRIS

Professional Riders Insurance Scheme

EXPLANATORY BOOKLET

2018

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PROFESSIONAL RIDERS INSURANCE SCHEME (PRIS)

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1. **Introduction**

The Professional Riders Insurance Scheme (PRIS) (formerly the Compensation Fund for Jockeys) was created in 1974 and provides licensed Jockeys, Apprentice Jockeys and Conditional Jockeys with income benefits in the event of Temporary Disablement, and Capital Benefits in the event of death or permanent disability.

The Scheme is financed by a fixed surcharge on riding fees payable by Owners in accordance with the Rules of Racing at the current rate of 13% for both Flat racing and Jump racing.

The Scheme is managed by Trustees and the income benefits are administered by a Secretary, appointed by the Trustees. The Trustees meet three times a year and, with the assistance of some very effective Almoners, monitor the performance of the Scheme very closely.

A representative of the Professional Jockeys Association (PJA) is also invited to attend all Trustees' meetings, as an observer.

The levels of Temporary and Capital Benefits are reviewed annually and entitlement is subject to all the provisions mentioned in this booklet. The actual rights of a Jockey ultimately depend on the terms of the Trust Deed, which created the Scheme, and the decisions of the Trustees taken from time to time about levels of benefits.

Any alterations in the level of benefits and changes to the Scheme will be notified to all licensed Jockeys.

2. **Why do we have PRIS?**

The purpose of PRIS is to provide you with two different types of cover.

- (a) Temporary Benefits provide a weekly payment of what you might have been earning from race riding fees if you had not been injured. The level of Temporary Benefits depends on what grade of Jockey you are. Grades increase up to Grade 9 (600 or more rides in a season) and payments reflect the level of grade.

Temporary Benefits are paid out by PRIS from their income raised from the surcharge on riding fees. PRIS' income is dependent upon the number of race rides and the level of Jockeys' race riding fees. The perfect scenario is plenty of runners and few injuries.

- (b) Permanent Disability Benefits provide Capital payments for different kinds of permanent disability. The levels of benefits reflect the seriousness of the disability and range at present from £1,000,000 for Permanent Total Disablement to £100,000 for 10% of Total

Disablement. The Capital Benefits listed in section 17 have nothing to do with, and should not detract from, any private insurance which you, as a Jockey, may take out though you should check the terms of the policy. On occasions you may be frustrated by rulings that are made by the Trustees but the Trustees have to operate precisely within the terms of the Scheme. The benefits are fixed and not discretionary.

3. What is the difference between PRIS and the Injured Jockeys Fund (IJF)?

PRIS is a fixed benefit scheme underwritten by insurance for the benefit of currently licensed Jockeys and is governed by a strict set of rules. Jockeys can only claim as set out in this booklet but the validity of claims depends solely upon the legal wording of the Trust Deed and not on the non-legal wording of this booklet.

PRIS is an entirely separate operation from the IJF

The IJF is a charity whose main office is situated in Newmarket. The IJF has a different set of Trustees to those of PRIS and they make discretionary grants to beneficiaries whom they feel require financial assistance. Beneficiaries of the IJF may include ex-Jockeys and their families, Amateur riders or, in extreme circumstances, current licensed Jockeys.

Although PRIS and the IJF work closely together through their almoners, there is no direct link between the two organisations. PRIS is a non-charitable discretionary trust with fixed benefits. The IJF is a charitable trust with discretionary benefits.

4. Who administers PRIS?

The Trustees have appointed a full time Secretary, Marilyn Bracher, to administer the Scheme.

Any enquiries about the Scheme should be made to the Secretary by telephone: 01935 891 974, or email: info@pris.org.uk.

5. Am I covered by the Scheme?

All Fully licensed Jockeys, Conditional Jockeys and Apprentice Jockeys holding valid licences to ride, issued by the British Horseracing Authority (BHA), are covered for qualifying accidents (see section 6).

This includes a Jockey whose licence shall temporarily have been suspended for less than three months but does not include a Jockey who:

- (a) is a disqualified person under the Rules of Racing; or

- (b) is resident outside England, Scotland or Wales and allowed to ride on a temporary basis under the Rules of Racing; or
- (c) is riding outside England, Scotland or Wales at a time when his/her name appears on the Red Entry listing or has a current Red Entry.

6. **What is a qualifying accident?**

An accident causing bodily injury

- (a) Which does not result from any of the excluded occurrences (see section 22); and
- (b) Which occurs at a time when you are a licensed Jockey; and
- (c) which occurs in England, Scotland or Wales.

Therefore, you are qualified if you are injured whilst race riding or travelling to and from the races to race ride.

Grade 1 Jockeys with full licences and Grade 2-9 Jockeys with Full, Apprentice and Conditional licences also qualify if injured whilst undertaking their normal duties as a Jockey (including race riding and the exercising, working and schooling of horses and stable work and bona-fide journeys between normal places of residence and place of work and between places of work).

Any accident which occurs whilst riding out, schooling etc. to Grade 1 Apprentice and Conditional Jockeys, is dealt with by the Racing Injuries and Accidents Benefits Scheme (RIABS). These claims should be submitted to the offices of the National Trainers Federation (01488 71719). The Trainer to whom you are attached will be aware of the necessary procedure.

In these situations, Jockeys and their Trainers should contact the National Trainers Federation but the PJA will always assist you with any problems.

Under no circumstances will temporary benefits be received from PRIS if benefits are being received from RIABS for the same injury.

7. **What happens when I ride outside the UK?**

- (a) If you are riding on a foreign licence or in circumstances where a licence is not required, you still remain covered for 7 days from the date of departure from the UK. Thereafter, you are not covered by PRIS. This clause was introduced to enable Jockeys to be covered when riding in, for example, the USA where you have to relinquish your UK licence, even if you are riding for only 1 day in another country.

- (b) If you are riding on a UK licence, you are covered for a period of 30 days from your date of departure from the UK, provided that such thirty day period shall not recommence until you have ridden not less than ten race rides in the UK on your return to the UK.

8. **Am I covered for Charity Events?**

If you are riding in, for example, a charity show jumping event, please advise the Secretary immediately. The Trustees will then determine whether special cover can be extended to you. Although many of these events are covered by PRIS it is recommended that you do not ride in such events unless you have contacted the Secretary of PRIS.

9. **In what circumstances is Temporary Disablement Benefit (TDB) payable?**

- (a) When disablement occurs as a result of bodily injury caused by a qualifying accident (see section 6) and prevents you from attending to your normal occupation as a Jockey.

- (b) **Reinstatement of Temporary Disablement Benefit**

Temporary Disablement Benefit may be reinstated, but only once, if a previous injury requires treatment/surgery after the Jockey has resumed race-riding and you should contact the Secretary of PRIS on 01935 891 974 if this situation arises.

10. **For how long is Temporary Disablement Benefit (TDB) payable?**

From the date disablement begins until the earlier of:

- (a) the resumption by the Jockey of their main occupation if their occupation shall be other than that of a Jockey.
- (b) the termination of such disablement.
- (c) the expiry of 78 weeks from the date of the accident.

11. **How do I claim?**

In the case of Grade 1 employed Jockeys injured off the racecourse, the claimant's employer is responsible for the first four weeks of compensation.

If injured on a racecourse, the Racecourse Doctor should issue you with a PRIS form. If this does not happen, please contact the Secretary who will send you a claim form. However, in the event of any accident, a claim form must be fully completed and sent to:

Jollity Farm
Higher Halstock Leigh
Yeovil
Somerset
BA22 9QY
Tel: 01935 891 974
Email: info@pris.org.uk

IMPORTANT NOTES:

(a) **Red Entries**

In order to qualify for payment by PRIS, following an accident on the racecourse, you **must** be examined by the racecourse doctor. No claims for injuries sustained on a racecourse will be accepted without you being examined by the racecourse doctor at the time of the injury.

(b) **Claim forms** must be submitted to the Secretary within **35 days** of an accident or the claim will be ruled invalid by the Trustees.

Claim forms can always be requested from the Secretary and further Doctors' Medical Certificates (and if necessary Medical Reports) must be submitted when requested by the Secretary or the Trustees. If you have doubts as to the procedures or you foresee a delay in submitting your claim form, contact the Secretary immediately.

(c) **PRIS Doctors**

Jockeys may be referred to a doctor appointed by PRIS for a medical examination, if they have been off for what is considered to be more than a reasonable length of time for the injury sustained. Payments will cease until such an examination has been carried out and the report submitted to PRIS.

Please note that this procedure operates to protect the scheme and, if asked to do so, Jockeys must attend examinations to substantiate on-going claims.

12. When do I receive my Temporary Disablement Benefit (TDB) payments?

Benefits will be authorised on the Thursday of each week and will go directly into your bank account on the following Wednesday. You will receive notification of these payments, which will be distributed every Thursday from the PRIS office.

13. **Can I claim if I am injured for less than one week?**

Jockeys can claim if they miss one full day's riding/work, but a fully completed claim form **must** be submitted within 35 days to the Secretary.

14. **What is Employment and Support Allowance ("ESA") and how is this money paid to me?**

ESA is a State Benefit and replaces Incapacity Benefit and Income Support paid on incapacity grounds for new claimants applying after October 2008. It offers personalised support and financial help to individuals who are unable to work due to a disability or a health condition. If you were self-employed and have paid National Insurance Contributions you can also claim ESA. Claims for ESA can be made by telephone. To make a claim you can call 0800 055 6688. An adviser at the contact centre will go through the application with you over the phone and will fill in the form for you. Alternatively, Jobcentre Plus offices can also deal with your claim face to face. To proceed with your claim, you will also need a Medical Certificate from your GP. Your entitlement to financial support will be determined during an assessment phase. To facilitate the assessment you will need to provide further information regarding your health condition or disability.

If a Trainer employs you and your National Insurance contributions have been paid, you should receive Statutory Sick Pay (**SSP**) from your employer who will give you a claim form. ESA cannot be paid to you for any period when you are also entitled to SSP. ESA is only payable when SSP stops or is not payable. Jobcentre Plus can advise you if necessary.

15. **Jockeys' Grading System**

Your grading is based on the number of rides in the previous complete season. If you missed a significant part of the previous complete season through injury, the Trustees have discretionary powers to increase your grade. The same will apply if you have had substantially more rides in the current season than last season.

The current grading system is as follows:

Grade 1 -	0 - 74 Rides
Grade 2 -	75 - 114 Rides
Grade 3 -	115 - 154 Rides
Grade 4 -	155 - 199 Rides
Grade 5 -	200 - 249 Rides
Grade 6 -	250 - 349 Rides
Grade 7 -	350 - 449 Rides
Grade 8 -	450 - 599 Rides
Grade 9 -	600 + Rides

16. **In what circumstances is Rehabilitation Benefit payable?**

If:

- (a) Disablement occurs as a result of bodily injury caused by a Qualifying Accident (see section 6) and entirely prevents you from ever attaining again the occupation of a Jockey; and
- (b) Within a period of two years of your accident you undertake or wish to undertake a rehabilitation course or some other course or period of training approved by the Trustees; and
- (c) You have given written notice to the Trustees with particulars of the course to be undertaken; and
- (d) You satisfy the Trustees of your attendance and progress on such course.

Rehabilitation Benefit is limited to the payment of the fees of such a course, and the reasonable costs of actual attendance thereat, and is payable in addition to, and independently of, Temporary Disablement Benefit.

17. **In what circumstance is Permanent Disablement Benefit payable?**

When the following occur as a result of bodily injury caused by a Qualifying Accident (see section 6) and, where relevant, lasts for 12 months from the date of the Qualifying Accident.

- (a) "Permanent Total Disablement" (i.e. disablement which entirely prevents the insured person from attending to any full-time remunerative work of any and every kind).
- (b) Over 10% Permanent Total Disablement as a result of damage to the Central Nervous System.
- (c) Loss of both legs (including total and irrecoverable loss of use - separation of a foot above or at the ankle to count as a leg).
- (d) Loss of both arms (including total and irrecoverable loss of use - a hand to count as an arm).
- (e) Loss of one limb (hand to count as an arm/separation of a foot above or at the ankle to count as a leg).
- (f) Loss of one arm and one leg.
- (g) Total and irrecoverable loss of sight of both eyes.

- (h) Total and irrecoverable loss of sight of one eye.
- (i) Over 50% cumulative loss of sight of both eyes.
- (j) Total and irrecoverable loss of speech.
- (k) Total and irrecoverable loss of hearing, or total loss of hearing in one ear.
- (l) Permanent and total loss of the use of or loss by surgical removal of a lung.
- (m) Extensive bowel resection requiring colostomy.
- (n) Extensive urinary tract damage requiring ureteric reimplantation.

Benefit will not be paid in respect of more than one of the above heads of disability.

Any claim must be supported by appropriate medical evidence.

18. In what circumstances is Death Benefit payable?

Death Benefit is payable when death occurs as a result of a bodily injury caused by a Qualifying Accident (see section 6). You are encouraged to lodge, with the Secretary, notice in writing of your wishes (and any changes of wishes) as to who should receive the Death Benefit in the event of your death. Appropriate forms can be obtained from the Secretary.

An Additional £12,500 will be paid for each child (up to a maximum of 5 children) under the age of 16 who was living with the deceased at the time of death, or for whom the deceased was financially responsible.

19. Do I have to continue to be a Jockey to receive PRIS benefits?

The right for you to receive benefits relies solely on you having been a qualifying licensed Jockey (see section 5) at the date of the relevant accident.

20. Medical Evidence

The Trustees may (and if requested by you to do so, shall) refer any question as to whether or not you are suffering or have suffered Temporary Disablement or Permanent Disability or as to whether any disablement or disability has ceased, to a Medical Specialist selected by the Trustees or by their appointed agent.

Subject to this, the Trustees shall determine the validity of any claim and the amount payable in respect of such claim, and (in the case of bodily injury which occasions Temporary Disablement) the date when benefit shall cease to

be payable. The Trustees' determination shall be binding upon the person making such a claim. The Trustees may decide any question of fact and shall have power to act upon any evidence or presumption, as they shall in their discretion think sufficient.

In the case of claims in respect of Over 10% Permanent Total Disablement, as a result of damage to the Central Nervous System, the measure of disablement must in the opinion of each of up to three independent specialists, after independent examination and assessment, be in excess of 10% Permanent Total Disablement.

The decision of each such independent specialist is final and binding on the Trustees and on the claimant Jockey.

21. **Conditions of Benefit**

Your right to receive any benefits from PRIS is conditional upon:

- (a) A claim being submitted (in accordance with the requirement of section 11) and established.
- (b) The Trustees' insurers agreeing to meet the claim.
- (c) The accident not having arisen out of or in the course of an occupation engaged in by you in which greater risk may be incurred than in the occupation of a Jockey.
- (d) You placing yourself as early as possible after the accident under the care of a duly qualified General Practitioner or the BHA Medical Adviser.
- (e) The Medical Adviser or advisers appointed by the Trustees and by an insurer for the purpose being allowed as often as may be deemed necessary to examine you.
- (f) The absence of any fraud, mis-statement or concealment by you in connection with the making of a claim.
- (g) Your having complied at the time of the accident with all the requirements of the BHA and, having obtained all requisite Medical Certificates upon application of your licence.

In the event of a Jockey or their estate having a right to claim damages or compensation from a third party who was wholly or partially responsible for the accident giving rise to the payment of benefits by PRIS, the Trustees shall be entitled to be reimbursed for the benefits paid from any money received by the Jockey or their estate from the third party or his insurers in satisfaction of or on account of such claim.

22. **How do we use your personal information?**

PRIS complies with all data protection legislation when using your personal information. PRIS is the organisation making decisions about how your information is used and is responsible for keeping it safe.

(a) Information we collect

When you make a claim you provide PRIS with information to enable PRIS to consider your claim and to provide you with any applicable benefits under the Scheme. We collect information from you, your employer, your GP, racecourse medical officers and anyone else who may be treating you for your injury.

The information provided to us when you make a claim will include your personal and contact information; information about your employment and riding history; your bank and weekly wage details; and details about your accident, medical history and injuries.

We use this information to enable us to consider your claim and keep records of the correspondence exchanged with you on our records. We may also collect information about you if you contact PRIS in other ways such as by visiting our offices, through email, phone or post to enable PRIS to keep accurate records and administer the Scheme.

When you provide us with your claim form to start a claim, it will contain all relevant information to allow us to consider your claim. We will be relying on your consent to continue to use that information. We explain in the claim form and in this booklet how your personal information will be used once you provide it to us, and you confirm your consent to our using this information for these purposes.

Whilst you have the right to withdraw your consent to us using or sharing your information at any time, if you choose to do so, we will first explain the consequences of this to you. In most cases, this is likely to mean we will no longer be able to process your claim or continue to provide you with benefits under Scheme.

(b) Who do we share your information with?

Once we have collected your information, PRIS will routinely share that information with the Scheme Trustees, Almoners and employees, the PRIS insurers and our professional advisors. Sharing this information allows us to properly consider and review

your claim, run the Scheme, and provide you with any benefits you may be entitled to.

We work closely with other representative bodies and the claim form also asks for your consent to share information with the BHA, the PJA and the IJF. Sharing information in this way is not strictly necessary for us to consider your claim in isolation, but it allows us to ensure that you receive the appropriate assistance from other relevant bodies at the right time.

(c) How long do we keep your information?

We comply with the data protection legislation and will only keep the information for as long as necessary to administer the Scheme (which may include providing you with any benefits in the event of a continuation of a claim), protect the interests of the Scheme (for example against false or misleading claims), or to deal with our insurers and professional advisors such as lawyers or accountants.

How long we retain your records will depend on the circumstances but if you would like further details from us as to how long we keep your information and why, please contact us.

(d) Your rights

You have a number of rights in relation to the information we hold, including the right to:

- access the information we hold about you;
- to have your personal data rectified, if it is inaccurate or incomplete;
- to request the deletion or removal of personal data in some circumstances;
- to restrict our processing of your personal data (i.e. permitting its storage but no further processing), although in some cases we will not be able to do so;
- to object to certain types of processing;
- not to be subject to decisions based purely on automated processing where it produces a legal or similarly significant effect on you; and
- in certain circumstances you have the right to data portability

- (e) Contact us

If you would like any further information about the way we use your information, to exercise any of your rights in that information, or if you have any concerns, please contact the PRIS Secretary.

However, you also have the right to complain to the Information Commissioner's Office if you have any concerns about the way we are using your information (<https://ico.org.uk>).

23. Definitions

- (a) **Accident** means and is confined to an accident causing bodily injury incurred during the course of the normal duties of a Jockey including race riding, the exercising, working and schooling of horses and stable work and bona-fide journeys between normal places of residence and places of work and between places of work and includes exposure resulting from a mishap to the conveyance of which the Jockey is travelling at the time.
- (b) **Air Travel** means being in or boarding an aircraft for the purpose of flying therein or alighting therefrom.
- (c) **Bodily Injury** means bodily injury which is sustained by a Jockey holding a valid licence to ride issued by the BHA and is caused by an accident solely and independently of any other cause except illness directly resulting from, or medical or surgical treatment rendering necessary by such injury.
- (d) **Excluded Occurrences** include:
 - (a) The engaging in air travel except as a passenger or a licensed pilot in a properly licensed aircraft.
 - (b) Suicide or attempted suicide or intentional self-injury or the Jockey being in a state of insanity.
 - (c) Deliberate exposure to exceptional danger (except in the usual course of the occupation of a Jockey or in the attempt to save human life) or the Jockey's own criminal act.
 - (d) Osteo-arthritis, arthritis or any other degenerative process of the joints, bones, tendons, ligaments or muscles.
 - (e) Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) however this has been acquired or may be named.

- (f) Radioactive Contamination.
- (g) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or terrorist activity.
- (h) The engaging in or taking part in naval, military or air force service or operations
- (i) The engaging in or taking part in any winter sports (other than skating and curling) at any winter sports resort or anywhere outside Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or the Republic of Ireland or diving involving the aid of breathing apparatus, rock climbing or mountaineering normally involving the use of ropes or guides, potholing, parachuting or driving in any kind of race.