

SHORT TERM IP SIMPLIFIED

Terms and Conditions



**BRITISH
FRIENDLY**

It feels good to be covered

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1. Policy definitions

In these Terms and Conditions the following terms and expressions shall have the meaning set out below.

Benefit

The benefit payments which you have requested under the policy as stated in your policy schedule, subject to any automatic annual increases and subject to the maximum benefit level.

Short Term IP Simplified policy

This refers to the Short Term IP Simplified policy that provides benefit payments for a period of one or two years in the event of your incapacity, as described in section 2.8.

Career Break

This refers to a period of suspension of premium payments as described in section 6.

Deferred period

This is the period, starting on day one of your incapacity, during which time no benefit payments are made. Benefit payments will start once the deferred period has expired. The deferred period (if any) that is applicable to your policy is shown in your Policy Schedule.

Doctor

A duly qualified and registered general practitioner or consultant or specialist. The Society may specify the type of medical practitioner who will qualify as a "doctor" for these purposes.

EU

The Member States of the European Community.

Excluded occupations

These are occupations for which the Society does not offer cover as specified in section 2.3 and as amended by the Society from time to time.

Financial Adviser

A financial adviser authorised and regulated by the Financial Conduct Authority and/or the Prudential Regulation Authority.

Guaranteed insurability option

The option described in section 8.

Income

The term "income" means any of the following, as applicable to your circumstances:

- **Employed income:** this is your personal taxable income from your employment. Your personal taxable income is your gross annual earnings and P11D benefits before the deduction of income tax.
- **Self-employed income:** this is your personal taxable income from your business. Your personal taxable income from your business is your gross annual earnings from your business, less any amount allowable as expenses against income tax, before deduction of income tax. In other words this is your annual share of pre-tax profits from your occupation or occupations.
- **Company dividends:** income includes taxable income received from your business in the form of company dividends provided that the dividends are paid direct to you in lieu of regular wages or salary in the 12 month period immediately preceding the onset of your incapacity; the dividends are consistent with the level of regular wages or salary which the paying company's trading position reasonably allows on a continuing basis; and the dividends cease in the event of incapacity.

Incapacity or incapacitated

This means that you are totally unable to carry out your occupation due to physical or mental illness or injury resulting in a complete or partial loss of income.

Maximum Benefit Level

This means the maximum amount of benefit payable by the Society, which is equal to 70% of your taxable income in the 12 months prior to your incapacity. The test of maximum benefit level will be applied in accordance with section 5.10.

Medical Certificate

This is a signed written confirmation from your doctor that you are unable to carry out your occupation due to incapacity. Photocopies are acceptable. The Society may specify additional reasonable requirements in relation to medical certificates in certain circumstances.

Medical condition

This refers to any disease, illness or injury or any condition which reasonable medical opinion considers to be directly related or any investigation or test that has identified the risk of a specific condition developing in the future, for which you have received consultation, treatment, medication, or asked advice on, or had symptoms of (whether or not diagnosed).

Occupation

This is your current occupation(s) from which you derive your income.

Policy

This refers to your Short Term IP Simplified policy.

Policy Schedule

This is the document which shows a summary of the terms applicable to your policy.

Pre-existing condition

Any disease, illness or injury, including related medical conditions, where either, in the 3 years before the start date of your policy:

- you have had a consultation, medication, monitoring advice or treatment; or
- your medical records indicate, and your doctor confirms, that you had experienced symptoms of (whether or not a diagnosis has been made).

Premium

This is the monthly premium that you pay to the Society in order to secure your entitlement to benefit.

Proportionate benefit

Proportionate benefit applies to members who take up a new, lower paid occupation.

Rehabilitation benefit

Rehabilitation benefit applies to members who return to their own occupation, but in reduced capacity.

Retirement age

This is the age when your Policy will end and entitlement to benefit under the Policy will cease.

RPI

The Retail Prices Index issued by the Office for National Statistics.

Society's Medical Adviser

A registered medical practitioner or health professional appointed by the Society.

Society representative

An employee of the Society, the Society's Medical Adviser or any other person authorised to act on behalf of the Society.

Society/We/Us/Our/BFS/British Friendly

British Friendly Society Limited.

Terminal illness

This means an advanced or rapidly progressing incurable illness where, in the opinion of an attending doctor and the Society's Medical Adviser, life expectancy is no more than 12 months.

Underwriting

The process the Society uses to determine whether or not (and on what terms and conditions) to accept your application.

You/your

The person named in the policy schedule.

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2. Terms of admission and Policy options

2.1 - Applying for a policy

All applications must be made on the prescribed application form, which must be completed in full and submitted to the Society.

2.2 - Who can apply?

You may apply for a Policy if you are:

- normally resident in the UK and have been for the last 36 months or more;
- aged between 18 and 64 years;
- a UK tax payer and hold a UK bank or building society account;
- registered with a UK GP for at least the last 3 consecutive years and your current UK GP must have access to your medical records for at least the last 3 years;
- employed or self-employed and not due to retire within the next 5 years; and
- working in an occupation(s) which is not an excluded occupation.

2.3 - Excluded occupations

When you apply for, and throughout the lifetime of your Policy, you must not be engaged in any of the following occupations, which are excluded from cover under this Policy:

- armed forces or merchant navy personnel including members of a military reserve force;
- occupations requiring the handling of explosives;
- divers;
- underground miners;
- oil rig workers;
- equestrian professions;
- nightclub security personnel or bodyguards;
- police officers including Police Community Support Officers and Special Constables;
- professional or semi-professional sports persons;
- fire-fighters including reserve or retained fire-fighters;
- occupations that require you to work at heights of 40ft or above will be looked at on an individual basis – dependent on percentage of time spent working at 40ft or above; or
- offshore fishermen/trawlermen will be looked at on an individual basis – dependent on time spent at sea.

If you hold any excluded occupation on a part-time or reserve basis, even if you hold another occupation which is not an excluded occupation, you will be excluded from cover under this Policy.

The Society may review and amend this list from time to time. However, any changes to the list of excluded occupations following acceptance of your application by the Society will not apply to your policy. An up-to-

date list of excluded occupations is available on the Society's website: www.britishfriendly.com.

2.4 - Choosing your level of cover

You can select a level of benefit payments from £50 per week (or £2,600 per year) up to a maximum of £576.92 per week (or £30,000 per year) subject to the maximum benefit level.

The minimum and maximum levels of benefit payments may be amended by the Society from time to time. However, any such amendments will not affect your existing level of benefit under the policy. Amendments to the minimum and maximum levels of benefit payments will only apply to you if, during the life of your policy, you want to change your level of benefit under the policy (please see section 7). The current minimum and maximum levels of benefit payments will be published on the Society's website: www.britishfriendly.com.

2.5 - The term of the policy

The policy will end at your chosen retirement age. Your retirement age can be any age between your 50th and 70th birthday provided that there is a minimum of five years between the date that you submit your application form and your chosen retirement age.

If your circumstances change, you may apply to extend your selected retirement age or to bring it forward (please see section 7).

2.6 - Deferred periods

You can choose a deferred period of either 1, 4, 8 or 13 weeks. The amount of your premium will vary accordingly.

You will receive no benefit payments for the duration of your deferred period. You will receive no benefit payments at all if your incapacity does not last longer than your deferred period.

2.7 - Automatic annual benefits increase

If you have chosen the automatic annual increase option, the level of your benefit payments will increase automatically each year linked to inflation. We will apply the published rate of RPI for the previous September, subject to a maximum of 10%. Where the measure of RPI is negative, we will not apply any decrease and your benefit payments will remain at the same level for that year.

An annual increase takes effect on 1 January each year. Payment of benefits will be paid at the increased level from that date. Your monthly Premium will also increase at the same rate from that date. No premium increase based on automatic benefit increase will take place during the first 12 months of your policy or the first 12

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months of any subsequent benefit increases. This is to ensure that your Premium will remain at the same level for at least 12 months.

If during the term of your policy you decide to cancel this option you cannot reinstate it at a later date.

Where an automatic annual increase takes effect, the maximum benefit payment as specified in 2.4 (currently £30,000 per year) will be increased if necessary to allow for the automatic annual increase. Please note however, that the maximum benefit level will continue to apply. This means that the benefit payments, after taking any automatic annual increase into account, must not exceed the maximum benefit level.

2.8 - Short Term IP Simplified policy option

In the event that you are unable to work due to incapacity, we will make benefit payments for one or two years.

2.9 - Assessing your application

When you apply for your policy or to increase your cover, we will not ask you to provide any medical information or evidence. However, any medical conditions that have affected you in the three years prior to commencing the policy are automatically excluded. Such conditions will only be covered by your policy once your policy has been in force for two years and you have gone 2 years without any symptoms, treatment, medication, follow up appointments or investigations. If you apply for an increase the 3 year exclusion mentioned above will apply to the new benefit only from the date your increase of cover was accepted.

You must provide us with any information we reasonably require to help us in assessing your application. This will normally include information on your income, lifestyle and occupation(s).

You must take reasonable care to answer all questions honestly and to the best of your knowledge. If you do not answer the questions correctly your policy may be cancelled, or your claim rejected or not fully paid.

We may also request from you:

- Evidence of employment or occupation(s) and income.
- Evidence of your address and identity to enable the Society to discharge its duties under applicable anti-money laundering law and regulation.

When applying for your policy or to increase your cover, you must notify the Society straight away if there are any changes to the information that you have given to the Society, including, without limitation, changes to your occupation(s), income or country of residence, up until you receive written confirmation from us that your

policy has been started.

2.10 - Cancelling/cooling off period

You will have a 30 day 'cooling off' period from the date you receive your policy documents in which to change your mind. If you decide to cancel your application, you will need to complete and return the cancellation notice enclosed with your policy documents or telephone us.

Any premiums paid will be refunded to you. However, premiums will not be refunded if you cancel after the 30 day 'cooling off' period has expired.

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3. The general duties of policyholders

3.1 - Changes in personal circumstances

You must inform the Society, as soon as reasonably possible (and in any event within 2 calendar months), of any of the following changes in your circumstances as these may affect your entitlement to benefit under the terms of your policy:

- You change your address or country of residence
- You change your occupation, or the country in which you work
- You change from being employed to self-employed or vice versa
- You become unemployed, a house person or student
- You retire
- You have a decrease in your annual income of more than 10%
- Your employer changes the provisions of your sick pay entitlement
- When you are claiming benefit, you are fit enough to return to work.

If you change your occupation to an excluded occupation, the Society will cancel your policy as we can no longer provide you with cover. We will notify you if this is the case.

If your circumstances change such that you are no longer earning any income, you will not be entitled to claim any benefit payments under the policy. If these circumstances are likely to be long-term, you should cancel the policy. Alternatively, you may choose the “career break” option (See section 6) if you intend to return to work (and will start to earn income) within 2 years.

3.2 - Reviewing your cover

You should review your cover against your income on a regular basis to ensure you have enough cover for your needs but not more than the maximum benefit level.

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4. Premiums

4.1 - Payment of premiums

You must pay regular monthly premiums by direct debit throughout the term of the policy. Premiums will be collected from your bank account on or around either the 1st or the 15th of each month, depending on which date you choose.

If your premiums are more than 7 days in arrears we will only pay you benefit from the date that all arrears are paid.

If your premiums are 4 months in arrears the Society will cancel your policy. No payment will be due to you on cancellation. You will lose the cover provided by your policy and you will need to reapply for a new policy. The only occasions when you are not required to pay premiums are during a “career break”, which has been approved by the Society (in accordance with section 6), or if your claim for benefit has entered the “waiver of premiums” phase, as described in section 4.2 below.

4.2 - Waiver of premiums

You do not need to pay premiums when you are receiving benefit payments under the policy. Once your claim has been in payment for at least 28 days, we will not collect any further premiums from your bank account until you cease to be in receipt of benefit. This also includes circumstances in which the Society is paying rehabilitation benefit under section 5.12 or proportionate benefit under section 5.13. The Society will recommence the collection of premiums by direct debit when you are no longer receiving benefit payments.

4.3 - Premium rates

The Premium that you pay will vary according to your:

- age;
- chosen level of benefit payments;
- choice of deferred period;
- chosen retirement age;
- premium changes or premium reviews (please see sections 4.4-4.5).

4.4 - Premium increases

Premiums increase on 1st January each year based on your age on that date. We will give you at least 10 days' notice of a change to your premium based on your age. When you have selected the automatic annual increase option, your premium will increase on 1st January each year at the same rate as the increase to your benefit payments as set out in section 2.7.

No premium increase based on age will take place during the first 12 months of your policy or the first 12 months of any subsequent benefit increases.

Notification of premium changes will be issued in accordance with the direct debit guarantee.

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4.5 - Premium reviews

Our premium rates may be reviewed and increased or decreased by the Society. There is no limit to the amount of the increase or decrease. However, any premium rate changes will be fair and reasonable and based on actuarial advice.

The Society sets its premium rates based on a carefully considered estimate of cost variables such as the cost of providing the benefits under the Short Term IP Simplified policy. Therefore the Society may need to change the premium rates where these assumptions change in the future.

Premium rate changes will be caused by one of the following reasons:

- an increase or decrease in the amount of claims that we either have received or expect to receive under the policy;
- an increase in the total expense to the Society in providing the policy;
- changes to the amount of capital reserves that the Society is required to hold;
- legislative, regulatory or taxation changes;
- events outside of our control, such as medical advances, which we expect will have an impact on future claims and which we could not reasonably have foreseen when setting premium rates for the policy;
- or
- actual or future investment returns change significantly from those assumed by the Society when setting premium rates for the policy.

Any increase or decrease in premium rates as a result of a premium review will be applicable to all policyholders. It will not be based on your personal circumstances.

We review the premium rates under your policy whenever our actuarial advisers indicate that there is a need to do so.

We will notify you in writing of any rate changes at least one month before making the change. You may cancel the policy at any time, so you can cancel the policy rather than pay increased premiums if you prefer.

You may also apply at any time to decrease your level of benefit payments under the policy to keep your premium payments at roughly the same level.

4.6 - Admission of age

If at any time your date of birth is discovered to have been incorrectly recorded we reserve the right to correct your premium payments accordingly and collect any underpaid premiums or refund any overpaid premiums.

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5. Payment of benefit

5.1 - Incapacity

In order to claim benefit, you must be incapacitated as set out in our definition of incapacity.

The Society will determine whether you are incapacitated based on the evidence you provide and in consultation with the Society's Medical Adviser. Please see section 5.5 for details on how we assess claims.

5.2 - Payment of benefit

If we accept your claim, benefit payments will commence following the expiry of any applicable deferred period as shown in your Policy Schedule. For example, if you have a deferred period of 8 weeks, benefit payments will commence in the ninth week of your continuous incapacity. There may be a delay in receiving your benefit payments while we are assessing your claim.

Benefit is payable on a 7 day a week basis for every qualifying day of incapacity. A qualifying day of incapacity is each day for which you provide medical evidence of your incapacity in the form of a Medical Certificate.

Benefit payments will be made by direct credit to your own bank account on a weekly basis.

Benefit will be paid up until the first of any of the following outcomes:

- You reach the end of the payment period i.e. one or two years.
- Your doctor declares that you are fit enough to carry out your occupation, in other words, you no longer meet our definition of incapacity.
- You no longer suffer any loss of income.
- Your policy finishes at your chosen retirement age.
- You voluntarily cancel your policy.
- You die.
- Any agreed period of rehabilitation benefit or proportionate benefit ends.
- You are resident or temporarily resident abroad and you reach the end of the period for which the Society will make benefit payments (please see section 5.15).

5.3 - Notice of incapacity

You must notify us of your incapacity by telephone, by email or by post within the following time scales:

- If you have a deferred period of 8 weeks or less, you must notify us within 14 days of day one of your incapacity
- If you have a deferred period of 13 weeks, you must notify us within 8 weeks of day one of your incapacity

If you notify us of your claim later than the deadlines above we may not pay backdated benefit payments and you may only be entitled to receive benefit payments

from the date that we receive your claim form. Please see section 5.4 below.

5.4 - Claims procedure

Once you have notified us of your claim, a claim form will be sent to you. You must take reasonable care to answer all questions honestly and to the best of your knowledge. If you do not answer the questions correctly your policy may be cancelled, or your claim rejected or not fully paid. We may also ask for your consent to request a medical report from your doctor or ask you to undergo medical tests. We will pay any medical fees involved. You must return the completed claim form together with any other documents requested by the Society within 7 days of receipt of the claim form. This will allow us to assess your claim and commence your benefit payments in a timely manner. **You will only be entitled to benefit payments from the date that we receive your claim form.**

You do not need to submit a medical certificate in respect of the first seven days of incapacity unless requested to do so by the Society. The Society reserves the right to request a medical certificate valid from day one of incapacity.

You must provide a medical certificate after your first seven days of incapacity, for each day of incapacity throughout the duration of your benefit payments. The Society will not pay benefit for any day of incapacity that is not supported by medical evidence in the form of a medical certificate.

You must ensure that all medical certificates are received by the Society within 14 days of expiry of the previous medical certificate in order to avoid a suspension of benefit payments. In exceptional circumstances, such as a severe deterioration in your health or your admission to hospital, we may grant an extension of a further 14 days in order that you or someone on your behalf may forward a medical certificate without any suspension of benefit payments.

5.5 - Assessing your claim

The Society will start the assessment procedure of your claim upon receipt of your claim form. It is the Society's procedure for this policy to request a GP report and medical records for the past 3 years to help the Society fully assess the claim with regards to pre-existing conditions. The Society relies on the turnaround times of the GP surgery for the provision of medical records. If you refuse to comply with our reasonable requests under this section, we will not be able to pay you any benefit for your incapacity.

We will base our assessment on medical evidence and

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objective medical criteria where possible. In cases of doubt, the opinion of the Society's Medical Adviser will be final.

We will require evidence that you are under the care of a doctor and that you are following all treatments and investigations recommended by that doctor. We must also be satisfied that you are not behaving in a manner which is likely to delay your recovery.

We will also need confirmation that suitable treatment options have been investigated. We may ask you to provide further information or undergo further investigations or tests, including an examination by the Society's Medical Adviser. All such investigations or tests will be carried out at our expense. If you refuse to comply with our reasonable requirements, we will not be able to proceed with your claim and we will not make benefit payments to you. If after 14 days you still refuse to comply with our reasonable requirements, we will not be able to pay you any further benefit for the remainder of your incapacity.

5.6 - Ongoing assessment

All claims are subject to ongoing assessment. When you are receiving benefit payments, we may therefore ask you for updates on your condition from time to time. This may require the Society's Representative to visit you and interview you in your own home.

We may ask you to provide further information or undergo further investigations or tests. We may also request your consent to approach your doctor for a medical report, or your employer or other third party for additional information which we consider relevant to your claim.

If you refuse to comply with or withhold your consent for any of our reasonable requirements, we will suspend the payment of benefit to you. If after 14 days you still refuse to comply with our reasonable requirements, we will not be able to pay you any further benefit for the remainder of your incapacity.

5.7 - Circumstances in which we will not pay benefit

We will not pay benefit:

- during the deferred period – benefit will only be paid for any period of continuous incapacity which continues beyond your chosen deferred period;
- any **pre-existing conditions** for which you have received consultation, treatment and/or medication, or asked advice on or had symptoms of (whether or not diagnosed) during the 3 years immediately before policy inception are automatically excluded. Existing conditions are excluded for the first 2 years of cover and will only be covered once you have been

2 years, symptom, treatment, medication or consultation free.

- if your premium payments are in arrears;
- if you are unemployed, a student, retired or a house person when incapacity starts - we will not pay your claim if you do not have any income;
- if you become unemployed or you are made redundant without suffering from any incapacity or after incapacity;
- if you do not agree to us processing your personal information in accordance with our relevant privacy policies. Please see section 10.9 below for further information.

5.8 - Amount of benefit payable when you claim

If we accept your claim and you are working in your normal occupation or occupations when incapacity starts, we will pay the full amount of benefit stated in your policy schedule (plus any automatic annual increases) or, if lower, the maximum benefit level as set out in section 5.10.

5.9 - Your income before incapacity

In the event of a claim we will ask to see proof of your income in the 12 months immediately prior to your incapacity in the form of:

- If you are employed, your printed payslips and a P60.
- If you are self-employed, your most recent agreed HM Revenue and Customs Tax Computation and Self Assessment together with a copy of the accounts that relate to this.
- If you are a director of a limited company, printed payslips, a P60 and the most recent copy of your company accounts as submitted to HM Revenue and Customs.

If you are self-employed or a company director, we may need to contact your accountant, if appropriate, for more information.

We will apply the test for maximum benefit level to your income in the 12 months immediately prior to your incapacity (please see section 5.10 below).

We may agree to base your benefit payments on your average income over a longer period up to 36 months where this would more accurately reflect your usual average income. You will need to request this at the time of your claim. If the Society agrees to your request, this will be confirmed to you in writing.

5.10 - Maximum Benefit Level

When applying for your policy, and throughout the duration of your policy you must ensure that the level of benefit stated in your policy schedule (plus any

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automatic annual increases) does not exceed the maximum benefit level.

In the event of a claim, we will only pay benefit payments up to the maximum benefit level, regardless of the level of benefit stated in your policy schedule. We will take the following sources of income into account when determining the amount of benefit to which you are entitled. We will only make benefit payments up to the maximum benefit level if any of the following, taken together with your benefit payments, take you over the maximum benefit level:

1. continuing payments from your employment such as sick pay;
2. pension payments if received as a result of your illness or injury;
3. similar benefits under other income protection or permanent health insurance policies - this includes payment protection plans such as loan or mortgage protection policies or other forms of insurance which either pay you a regular benefit or make repayments directly to your lending company whilst you are incapacitated;
4. any taxable income from your trade or business received in the form of company dividends; and/or
5. in the case of rehabilitation benefit and proportionate benefit only, any income that you receive.

We will not take into account any investment income you receive except as under (4) above.

5.11 - Claiming again after returning to work

You can claim more than once in respect of the same incapacity. There is no limit to the number of claims you can make under your policy. However, you will not be able to claim if you return to your occupation against the advice of your doctor.

Throughout this section we refer to the “same incapacity” or a “different incapacity”. The question of whether you have already made a claim in respect of the same or a related condition, illness or injury will be determined in accordance with medical evidence. In cases of doubt, the opinion of the Society’s Medical Adviser will be final.

Before you can claim again for the **same incapacity**, you must have returned to your occupation for a continuous period of at least 26 weeks without suffering from a recurrence of the original illness or injury and your chosen deferred period will apply.

If you need to claim again for a different incapacity, your chosen deferred period will apply.

If you are able to return to your occupation before the one or two year benefit payment period ends, but then during the following 26 weeks you need to claim in respect of the same incapacity:

- your chosen deferred period will not apply; and
- the second period of incapacity will be taken as a continuation of the earlier period of incapacity. This means that the earlier period of incapacity will be added to the second period of incapacity for the purposes of calculating your benefit payment period of one or two years.

5.12 - Rehabilitation benefit

Entitlement to rehabilitation benefit will only arise:

- immediately following a period of incapacity, during which benefit has been paid;
- where your doctor confirms that you are fit enough to carry out some aspects of your occupation or occupations but not on a full time basis and on restricted duties only; and
- this results in a reduction of your pre-incapacity income.

For the purposes of this section 5.12, your “pre-incapacity income” means your income in the 12 months immediately preceding your incapacity.

Any rehabilitation benefit will be paid with the intention of making up any shortfall in your income when compared to your pre-incapacity income. However, payments of rehabilitation benefit, will be subject to the maximum benefit level as set out in section 5.10.

You must produce satisfactory evidence showing your reduced income and confirming that this reduction is directly due to your occupational activity being restricted on the grounds of your incapacity.

We will continue to pay rehabilitation benefit until the first of the following outcomes:

- your income is equal to or more than your income before incapacity;
- you are fit enough to carry out the essential duties of your normal occupation or occupations;
- any period agreed with the Society for the payment of rehabilitation benefit ends;
- you reach your selected retirement age;
- you die;
- your one or two years benefit payment under the policy ends; or
- you are resident or temporarily resident abroad and you reach the end of the period for which the Society will make benefit payments (please see section 5.15).

5.13 - Proportionate benefit

Entitlement to proportionate benefit will only arise if

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immediately following a period of incapacity, during which benefit has been paid:

- your doctor confirms that you are fit enough to work but not in your pre-incapacity occupation or occupations; and
- this results in a reduction of your pre-incapacity income.

Any proportionate benefit will be paid with the intention of making up any shortfall in your income when compared with your pre-incapacity income, but will be subject to the maximum benefit level as set out in section 5.10.

You must be able to produce satisfactory evidence showing your reduced income and confirming that this reduction is directly due to your occupational activity being restricted on the grounds of your incapacity.

We will continue to pay proportionate benefit until the first of the following outcomes:

- your income is equal to or more than your income before incapacity;
- you are fit enough to carry out the essential duties of your pre-incapacity occupation or occupations;
- any period agreed with the Society for the payment of proportionate benefit ends;
- you reach your selected retirement age;
- you die;
- your one or two year benefit payment period ends; or
- you are resident or temporarily resident abroad and you reach the end of the period for which the Society will make benefit payments (please see section 5.15).

5.14 - Terminal illness

If you fulfil our definition of incapacity and you are diagnosed with a terminal illness, your chosen deferred period applicable to your policy will not apply.

If there is a difference of opinion between the attending doctor and the Society's Medical Adviser, the Society retains the right to base its final decision on the opinion of our Medical Adviser.

If the terminal illness is diagnosed whilst you are already in receipt of benefit, any benefit that you did not receive during the deferred period will be paid to you retrospectively.

Payments of premium will cease in accordance with "waiver of premiums" as set out in Section 4.2.

5.15 - Claiming whilst abroad

We will consider your claim for benefit if you are resident or temporarily resident outside of the UK. If you are resident in another EU country or in one of the following countries at the time of your claim, we will only pay benefit for a maximum of 1 year or 2 years in total:

- | | |
|-------------------|-----------------|
| ■ Andorra | ■ New Zealand |
| ■ Australia | ■ Switzerland |
| ■ Canada | ■ USA |
| ■ Channel Islands | ■ Vatican State |
| ■ Iceland | ■ Norway |
| ■ Isle of Man | ■ Gibraltar |
| ■ Liechtenstein | |

If you are resident anywhere else in the world at the time of your claim, or any subsequent claim(s), we will only pay benefit for a maximum of 26 weeks in total. If you have previously made a claim for benefit whilst resident or temporarily resident outside of the UK, all earlier benefit payment periods will be added together for the purposes of applying the maximum payment periods stated in the table.

Benefit will be paid only if you provide us with the information we need to assess your claim in accordance with these Terms and Conditions and in a form which is reasonably acceptable to us. Your medical evidence must be provided in English.

You must have a UK bank account for payment of your premiums and benefit.

5.16 - Overpayment of benefit

You shall be required to repay to the Society any overpayment of benefit which has been made to you either in error or as a result of you being able to return to your occupation earlier than expected. The amount of benefit overpaid must be repaid within 30 days of a request by the Society. Otherwise the Society reserves the right to charge interest on the amount outstanding at the Bank of England lending rate prevailing at the time.

6. Career Break

6.0 - Career break

You may suspend your cover and your premium payments for a minimum period of 3 months up to a maximum of 24 months. Such a suspension of premium payments is referred to in this policy as a “career break”. The following conditions will apply:

- You must contact the Society to request a career break by phone, email or post.
- The Society will notify you if your career break has been agreed and the start and end date of the career break.
- Premium payments and entitlement to benefit will be suspended for the duration of the career break and you will be unable to apply to vary your cover during this time.
- You will need to have paid premiums for at least 12 months before you can apply to take a career break.
- You can apply to suspend premiums for up to 4 years in total during the life of your policy. Any applications to exceed this period will be considered at the discretion of the Society at the time of application.
- If your premium payments are in arrears when you apply for a career break, you can only suspend your cover from the date the arrears are paid.
- You can cancel a career break at any time before the career break starts.
- Once your career break has started, you may only cancel the career break if the Society agrees to such cancellation.

At the end of your career break, premium collection and your entitlement to benefit will recommence. If you do not resume your premium payments at the end of your career break, your policy will end.

Where a career break is taken within 6 months of the expiry of an earlier one then it shall be taken as a continuation of the former one for the purposes of applying the maximum period of 24 months.

7. Variations to your Policy

7.1 - Variations

You can apply to the Society to make the following changes at any time;

- Reduce your level of benefit payments provided that you do not reduce your benefit payments below the Society's current minimum level of benefit (please see section 2.4).
- Increase your level of cover.
- Increase your deferred period up to the maximum period of 13 weeks.
- Reduce your retirement age.
- Bring forward your selected retirement age provided that not less than 5 complete years remain until you reach your new selected retirement age.

The Society will confirm in writing when these changes will take effect and the amount of your premium. In some situations (e.g. if you want to reduce the amount of benefit), the amount of premium will usually be reduced.

Society's right to refuse

Although we will always act reasonably in considering your application to vary your cover, we do reserve the right to refuse your request. If we do this, you still have your right to cancel the policy and cease paying further premiums.

Changing your mind

If following acceptance of your application you change your mind, you can cancel your application within 30 days and any additional premiums paid will be refunded to you. However, additional premiums will not be refunded if you cancel after the 30 day 'cooling off' period has expired.

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8. Guaranteed insurability option

8.0 - Guaranteed insurability option

The policy includes an automatic option (the guaranteed insurability option) to increase your benefit when one of the following events occurs:

- On every third anniversary of the start date of your policy.
- You get married or enter into a civil partnership.
- Either you or your partner give birth to, or legally adopt, a child.
- You take out or increase a mortgage on your primary residence.

The amount of your premium will increase in line with your additional benefits.

You do not have to exercise the option. If you choose to exercise the option, it will be subject to the following conditions:

1. You must apply for an increase within three months of the occurrence of one of the above events and you will be required to provide evidence of the event as appropriate.
2. This option does not apply after your 55th birthday.
3. The retirement age must be the same retirement age as stated on your current policy schedule.
4. This option does not apply if you are incapacitated, are claiming benefit, in a deferred period or your premiums are in arrears.
5. You may choose an increase of either 10% or 20% of the cover approved when your policy first commenced subject to a minimum increase of £10 of additional benefit per week; and the maximum increase set out at paragraph (7) below.
6. The maximum increase in benefit throughout the lifetime of your policy is 20% of the benefit cover approved by the Society when your policy first commenced or 20% of your current level of benefit cover under the policy, whichever is the lower.
7. The total benefit payable is subject to a maximum of £30,000 per year or the maximum benefit level, whichever is the lower.
8. The automatic annual increase option will not apply to any additional benefit approved under this section.

9. Right to cancel the Policy

9.1 - The Society

We reserve the right to cancel your policy or to amend its terms if:

1. You make an untrue statement.
2. You make a misleading statement.
3. You fail to disclose a relevant fact when you apply for a policy or to increase your cover or make a claim.
4. You are the subject of a custodial sentence.
5. You make a fraudulent claim. This would apply for instance if you are claiming other benefits or you are working and claiming benefit and have not notified the Society.
6. You change to an excluded occupation.

We reserve the right to demand the refund of any benefit paid as a result of the events in (1), (2), (3), (4) or (5) above and no further benefit will be paid to you.

If your premium payments are four months in arrears we will cancel your policy automatically as explained under section 4.1. You will not get any money back.

The policy has no cash-in value at any time.

9.2 - You

You may cancel this policy at any time by notifying us in writing. You will not get any money back.

The policy has no cash-in value at any time.

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10. Other

10.1 - Tax status

Benefit is paid free of personal income tax and capital gains tax in the UK under current legislation, provided premiums are paid from a personal bank or building society account and not a corporate account. Premiums paid by individuals are not allowable as an expense for tax purposes. The current tax free treatment of benefits under this policy may change.

10.2 - Charges

The premium payment shown in your policy schedule includes the cost of administration, underwriting, deferred period, claims and commission and any fees incurred in obtaining further medical information to assess your application.

10.3 - Law

This policy is governed by the laws of England and Wales.

10.4 - Language

All policy documents and terms and conditions will be in English and all correspondence and communication between you and the Society will be in English.

10.5 - Changes to the Terms and Conditions

The information contained in this document is correct at the time of issue. Please be aware that we may change these Terms and Conditions where this is necessary to reflect a change in applicable law or regulation or the applicable tax treatment of benefit payments under the policy. Wherever possible, we will give you at least 30 days' advance notice of any changes. However, it may be necessary for such changes to take effect immediately. If this is the case, we will advise you within 30 days of making the change.

10.6 - Complaints

Should you wish to register a complaint, please either call or write to us, using the contact details shown at the end of this document. Alternatively, please e-mail compliance@britishfriendly.com. Your complaint will be acknowledged in writing within 5 business days and passed to the Society's Compliance Officer for investigation. Within 4 weeks, you will receive either a final response or a request for further information from the Society. Copies of the Society's Complaints Handling Procedure are available from the Society on request. If you are not satisfied with the outcome of your complaint, you can contact:

**Financial Ombudsman Service, Exchange Tower,
London E14 9SR, Telephone: 0800 023 4567**

Your legal rights will not be affected by registering a

complaint.

10.7 - Compensation

In the unlikely event that the Society becomes insolvent. If the Financial Services Compensation Scheme judges the Society to be in default, compensation will be paid subject to the applicable limits. Details of applicable compensation limits are published on the FSCS website - <http://www.fscs.org.uk/> or by telephone or email.

**Financial Services Compensation Scheme, 10th Floor
Beaufort House, 15 St. Botolph Street, London EC3A
7QU, Telephone: 0800 678 1100 or 020 7741 4100,
Email: enquiries@fscs.org.uk**

10.8 - Assignments

This policy is personal to you: it is not transferable.

10.9 - How do you use my personal information?

The Society obtains and processes your personal information in accordance with our Main Privacy Policy (which can be viewed at <https://members.britishfriendly.com/privacy-policy/>). If you make a claim then our Privacy Policy for Claimants (which can be viewed at <https://members.britishfriendly.com/privacy-policy/>) will also apply. You should receive a copy of our Main Privacy Policy with your policy application form. As well as being available online, you can request a copy of our privacy policies at any time by calling us on 01234 358344 or by writing to 45 Bromham Road, Bedford, MK40 2AA.

10.10 - No waiver

Nothing done or said by, or on our behalf, is to be interpreted as a waiver of any of our rights under this policy.

10.11 - Currency

All payments made under this Policy will be made in sterling at the rate ruling in England.

10.12 - Right of Subrogation

You agree to take all necessary steps which the Society may reasonably require for enforcing our right of action against any other party arising out of any circumstances which give rise to the payment of Benefit by the Society under this policy. You should notify the Society without delay of any claim or right of action against such third party.

British Friendly Society Limited

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