

# Simply Income Protection

**The Shepherds Friendly Society Limited**

Registered Office: Haw Bank House, High Street,  
Cheadle, Cheshire, SK8 1AL.

**Shepherds Friendly Simply Income Protection.**

# Thank you

## for choosing our Simply Income Protection.

These Terms and Conditions together with the Simply Income Protection plan application form are a legal agreement between you and The Shepherds Friendly Society Limited. Please make sure you read them carefully as they contain information you need to know, and then keep them safe so you can refer to them in the future.

If you have any questions about them please contact our Member Services Team on **0800 526 249**.



**Ann-Marie O'Dea**  
Chief Executive  
Shepherds Friendly Society



# Contents

1	The contract	5
2	Incapacity and Exclusion	7
3	Benefits	9
4	Options	10
5	Waiting Period	12
6	Term of the plan	12
7	Payment of benefits	13
8	No entitlement to benefits	15
9	Cessation of benefits	15
10	Residence or travel abroad	16
11	Eligibility	16
12	Underwriting	18
13	Your duties	18
14	Premium	19
15	Indexation option	21
16	Guaranteed Insurability Option	21
17	Claims	22
18	Helping you return to work	27
19	Working Persons Benefit	28
20	House Persons Benefit	29
21	Subsequent claims	31
22	Career Break	32
23	Recovery of compensation	34

24	Subrogation	35
25	Your data	35
26	Cancelling the plan	36
27	The law	37
28	Taxation	37

**No advice has been provided by Shepherds Friendly. If you are in any doubt as to whether a plan is suitable for you, we recommend getting in touch with a financial adviser, who will be happy to take you through what options are available. Should you consult a financial adviser there could be a cost involved and you should confirm this cost beforehand.**

## **1 The contract**

1.1 The contract between you and us is made up of the following documents:

- The plan document, and any amendments or variations that we may make to that document
- The plan illustration
- These standard Terms and Conditions
- Our privacy notice, which can be found here:  
<https://www.shepherdsfriendly.co.uk/privacy-notice>

Please read these documents and ask us if anything is not clear to you.

1.2 From time to time, we may produce other documents which provide general guidance with respect to our products, but in the event of any conflict or discrepancy between the terms of any such other documents and these standard Terms and Conditions, the terms of these standard Terms and Conditions will prevail. Other documents that we have produced include:

- The Key Features document
- Posters, sales leaflets and other advertising material
- A Guide to Making an Incapacity Claim

Please ask us if you have any questions about any of these other documents.

1.3 We will have taken the following information into account when agreeing to enter into the contract with you:

- Your application for the plan
- Your online medical and lifestyle questionnaire

You must ensure that the information you have provided to us is both accurate and complete.

- 1.4 We will take the following information into account when agreeing to any request made by you under the Guaranteed Insurability Option;
- Your application for a variation under a Guaranteed Insurability Option and any additional information provided by you
  - The information that was provided by you when you applied for the plan or since then
  - Again, you must ensure that the information you provide to us is both accurate and complete.
- 1.5 In the absence of any written communication from you, we will be continuing the contract with you, on the terms of the plan document and on the basis of the following assumptions
- We will be assuming that the information you provided to us when applying for the plan and, if appropriate, when applying for any Guaranteed Insurability Options remains true; and
  - We will be assuming that there have not been any significant changes in your circumstances. Significant changes in your circumstances are addressed in the 'Your duties' section below. They include (but are not limited to) a change of occupation, a material reduction in your annual income, and you ceasing to be in paid employment or earning through self-employment, whether through dismissal, redundancy, retirement or otherwise.
- 1.6 If the information you have provided ceases to be true, or if there has been a significant change in your circumstances, you must inform us as soon as reasonably possible, and in any event within two calendar months. A failure to do so may affect your contract or your entitlements under the contract in the event of a claim.
- 1.7 We are required by legislation to establish the identity of customers we deal with. This means we may have to verify your identity and may have to carry out checks, including electronic identity checks. Please see our privacy notice (<https://www.shepherdsfriendly.co.uk/privacy-notice>) for more information on the type of personal data we collect, why we collect it, what we do with it and who we share it with.

## 2

## Incapacity and Exclusion

- 2.1 For the purposes of the contract between you and us, you suffer from an Incapacity and are Incapacitated if you are not fit and able to work in your Own Occupation as a result of physical or mental illness or injury, provided that such physical or mental illness or injury is not due to a pre-existing medical condition and is not excluded by the matters set out at paragraph 2.2 or 2.3 below.

### **A pre-existing medical condition is;**

- Any condition, injury, illness, disease, sickness or related condition and/or associated symptoms, whether specifically diagnosed or not, which medical or other evidence shows you knew about or were experiencing symptoms of, during the three years immediately before the plan start date

And

- As regards that pre-existing medical condition, you have not by the date of claim, had a continuous period of 2 years from the start date of the plan where you have been symptom free, and / or where you have not had treatment, and/or where you have not consulted a doctor or asked for medical assistance.

- 2.2 Such physical or mental illness or injury must not be self-inflicted, and must not arise out of or in connection with, or have been aggravated by, any of the following:

- Your participation in a criminal act
- An addiction to or misuse of drugs, alcohol, solvents, prescription medicines or other substances
- An unreasonable failure to follow medical advice, or an unreasonable refusal to have any treatment or surgery which your doctor or other treating physician has recommended
- Cosmetic surgery for non-medical reasons or any complication resulting from such surgery
- HIV or AIDS, except if contracted during the course of and in consequence of carrying out your Own Occupation, or through a blood transfusion you received in the United Kingdom, or as a result of a physical assault

- Any failure to follow the current regulations relating to health and safety at work
- War, invasion, hostilities (whether war is declared or not), civil war, rebellion terrorism or riot
- Normal pregnancy, although we will cover complications associated with pregnancy

You will need to establish any physical or mental illness or injury to our satisfaction. You will not be entitled to benefits under your plan, if your physical or mental illness or injury arises out of, or in connection with, or is aggravated by, any of the matters listed above, and if it does not prevent you from being fit and able to work in your Own Occupation.

### 2.3 **Plan Exclusion**

This plan excludes and does not provide cover for any claim in respect of any physical or mental illness, symptoms, disease, disorder, incapacity, injury, disability, consequential organ or other health impairment, consequential operation or other treatment, period of isolation or medically required quarantine, arising (whether directly or indirectly) by reason of COVID-19, SARS-CoV-2, SARS, SARS-CoV, or any subsequent mutation of a Coronavirus to include all consequent new disease and disease classifications arising from such mutations.

### 2.4 **Fit and able**

Whether you are fit and able to work in your Own Occupation is a question of fact. We will determine this question by reference to the evidence you provide and in consultation with any medical and employment advisers who we may choose to instruct. In the event of a dispute, the opinion of our advisers will be final.

You do not have to be working in your Own Occupation to be found to be fit and able to do so. For example, if you choose not to work in your Own Occupation for lifestyle reasons, or if you are unable to work in your Own Occupation because no job is available, or you are furloughed then you will not be entitled to benefits under the plan.



## 2.5 Own Occupation

Your Own Occupation is the occupation(s) you are engaged in and from which you derive an income at the start of your Incapacity. It (or they) should also be the occupation(s) stated in your application for the plan or, if appropriate, in any application for a Guaranteed Insurability Option variation to the plan, unless you have since notified us of a significant change in circumstances. A failure to notify us of a significant change in circumstances may affect your plan or your entitlements under the plan in the event of a claim.

## 3

## Benefits

- 3.1 At the start of your plan, you can choose the level of the income you wish to receive should you become Incapacitated, within the minimum and maximum range permitted under the plan. For the purpose of the contract between you and us, this level of income is known as your Benefits. The higher your chosen Benefits, the higher the premium that will be payable under the plan.
- 3.2 The minimum level of Benefits you can choose is determined by the requirement to have a minimum monthly premium of £5. The maximum level of Benefits you can choose is the lower of 70% of your annual income or £33,600 per year. For these purposes, your annual income means:
  - **If you are employed**, the remuneration paid to you by your employer, before the deduction of tax and National Insurance, during the 12 months preceding the start of your plan.
  - **If you are a self-employed sole trader**, your average annual profits (after business costs are deducted, but before tax and National Insurance are deducted) during the three years preceding the start of your plan, as shown in your professional accounts or in such other documents as we may request from you.
  - **If you are the Director of a Limited Company** (even if you have no other employees);

(i) Any salary which you have been paid as an employee of the Limited Company during the 12 months preceding the start of your plan. We will require your payslips and this income will be assessed before the deduction of tax and National Insurance.

And

(ii) Any dividend income which you have been paid by your Limited Company for the 12 month period documented in the most recent Corporation Tax Return for the Limited Company, or your most recent Self-Assessment Income Tax Return- provided that the dividends are consistent with the current trading position of the company. This income will be assessed before the deduction of tax and National Insurance.

By way of example only, if your annual income were £24,000, the maximum level of Benefits you could choose would be 70% of that sum i.e. £16,800 per year (or £1,400 pcm). If your annual income were £70,000 per year, the maximum level of Benefits you could choose would be capped at £33,600 per year (or £2,800 pcm).

3.3 If, due to a reduction in your income after you take out the plan, your chosen level of Benefits exceeds the maximum permitted under the plan ( e.g. because your chosen benefit level now exceeds 70% of your income) , any claim made by you will be limited to the maximum permitted under the plan. It is important therefore for you to notify us of any material decrease in your annual income, so that the level of Benefits and your premiums can be adjusted. We will not refund any overpayment of premiums where your chosen level of Benefits exceeds the maximum permitted under the plan.

## 4

### Options

- 4.1 At the start of the plan you must decide for how long you want Benefit payments to be made. You can choose
- To limit Benefits paid for a maximum of 1 year per claim.  
See further details in paragraph 4.4 below
  - To limit Benefits paid for a maximum of 2 years per claim.  
See further details in paragraph 4.5 below

- 4.2 At the start of the plan (but not subsequently) you have the option to apply the following to your plan;
- Index-link your Benefit amount: See further details in section 15 below
- 4.3 If the specified “life events” take place during the term of your plan (See section 16, Guaranteed Insurability Option) you may be able to increase your Benefit level after the plan has started provided that the benefit level remains within the minimum and maximum levels permitted under the plan.
- 4.4 **One-Year Benefit option**
- If you chose this option, we will only pay you Benefits for a maximum of one year (52 weeks) from the date that we start to pay your claim. This is called the **One-Year Benefit period**. If you select this option, your Benefits may cease to be payable even though you continue to be Incapacitated, because you are not fit and able to work in your Own Occupation as a result of physical or mental illness or injury. “Benefits” for these purposes includes Working Persons Benefit and House Persons Benefit.
- 4.5 **Two-Year Benefit option**
- If you chose this option, we will only pay you Benefits for a maximum of two years (104 weeks) from the date that we start to pay your claim. This is called the Two-Year Benefit period. If you select this option, your Benefits may cease to be payable even though you continue to be Incapacitated, because you are not fit and able to work in your Own Occupation as a result of physical or mental illness or injury. “Benefits” for these purposes includes Working Persons Benefit and House Persons Benefit.
- 4.6 **Changes to chosen level**
- You are responsible for ensuring that your chosen level of Benefits is appropriate for your needs and does not exceed the maximum permitted by the plan.

## 5

### Waiting Period

- 5.1 At the start of your plan, you can choose the period you are prepared to wait following the first day of your Incapacity before you become eligible to receive benefits. This period is known as the Waiting Period. The longer your chosen Waiting Period, the lower the premium that will be payable under the plan.
- 5.2 The available Waiting Periods for the One-Year Benefit option are: 4 Weeks, 8 Weeks and 13 Weeks. You will not be eligible to receive benefits until after your chosen Waiting Period has expired. You will not be eligible to receive any benefits at all if your Incapacity does not last longer than your Waiting Period.
- 5.3 The available Waiting Periods for the Two-Year Benefit option are: 4 Weeks, 8 Weeks, 13 Weeks, 26 Weeks and 52 Weeks. You will not be eligible to receive benefits until after your chosen Waiting Period has expired. Thus, by way of example only, if you chose a 4 Week Waiting Period, you will not be eligible to receive benefits until the fifth continuous week of your incapacity. You will not be eligible to receive any benefits at all if your Incapacity does not last longer than your Waiting Period.

## 6

### Term of the plan

- 6.1 At the start of your plan, you can choose the period of your cover, within the range of minimum and maximum permitted under the plan. This is known as the Term. Your plan, however, may end before the expiry of your chosen Term. The circumstances in which it may do so include:
- If you are ineligible or become ineligible for the plan
  - If you have not provided us with accurate and complete information at the time you applied for your plan, or at the time you applied for any Guaranteed Insurability Option.
  - If you do not pay your premium
  - If you voluntarily cancel your plan
  - If you die (the plan cannot be assigned)
- 6.2 The minimum Term of the plan is five years. The maximum Term is until you reach your 70th birthday.

## 7

## Payment of benefits

7.1 Provided you have fulfilled your duties, paid your premium and complied with the Terms and Conditions of this plan, if you suffer a complete or partial loss of income from your employment or self-employment during the Term of your plan as a direct consequence of your Incapacity, we will pay to you, after your chosen Waiting Period has expired, such sums as are necessary for you to receive your chosen level of benefits.

### 7.2 **Loss of income**

You must be engaged in paid employment or earning through self-employment when the Incapacity starts and you must suffer a complete or partial loss of income as a direct consequence of not being fit and able to work in your Own Occupation. Loss of income caused by other factors including medical isolation and government social distancing policies (in circumstances where you remain fit and able to work in your own occupation) are not losses covered under this plan.

7.3 If you are not in paid employment or earning through self-employment when Incapacity starts, you may instead qualify for House Persons Benefit, if you meet the requirements for that benefit (see section 20, House Persons Benefit). If you do not suffer a loss of income from your employment or self-employment, you will not be entitled to any benefits under the plan.

### 7.4 **Deduction of other income**

If you receive any income or income replacement benefit from any other source, including under any other insurance policies, whilst you are in claim, we will deduct the amount of such income or income replacement benefit from the sums payable to you by way of benefits under the plan, and we will pay you any balance. This includes any income you receive from your employment or self-employment and any payments received via government job retention schemes, furlough schemes, employment support schemes, or corresponding self employed government income support schemes.

## 7.5 **Disposals**

If you dispose of any property, assets or other investments after you have notified a claim to us and this results in you receiving a reduced income, we will be entitled to assess the income to be deducted from benefits by reference to the income that you would have been entitled to before you disposed of the property, assets or other investments in question.

## 7.6 **Income that will not be deducted**

We will not deduct from benefit payments, any Statutory Sick Pay payments (called SSP) or pension payments which you were already receiving when your plan commenced.

## 7.7 **Qualifying days**

Benefits will be payable for each qualifying day of Incapacity. A qualifying day of incapacity is a day on which you are incapacitated and for which you provide us with medical evidence of your Incapacity, and with a Med3 medical certificate.

## 7.8 **Mechanics of payment**

Provided we have accepted your claim and you have provided us with all the evidence that we have asked for in order to be able to assess your entitlement to be paid sums under the plan, we will pay any sums due monthly in advance starting on the expiry of your chosen Waiting Period.

7.9 Otherwise, we will pay any sums as may be due as soon as it is practicable for us to do so. We will not backdate the payments unless you have been prevented by the physical or mental illness or injury giving rise to your Incapacity from submitting your claim or the evidence we have asked for. If you do not inform us within 14 days of the start of your Incapacity, we will use the date you contact us as the start of your Waiting Period.

7.10 All sums will be paid by direct credit to an account held by you at a bank or building society in the United Kingdom. We will not pay sums to any account held by you at a bank or building society abroad. If any payments are made to you to which you are not entitled, you should notify us immediately. If you are in any doubt, you must ask.

## 8

### **No entitlement to benefits**

#### 8.1 Benefits will not be paid:

- If you are not prevented from working in your Own Occupation
- If you do not suffer any loss of income as a direct consequence of your Incapacity
- If your Waiting Period does not expire until after your plan ends
- If we do not accept your claim
- If you are not able to work due to a pre-existing medical condition as explained in section 2.
- To the extent you receive income or income replacement benefit from any other source.

## 9

### **Cessation of benefits**

#### 9.1 Benefits will cease to be paid:

- If your plan ends for whatever reason
- If you cease to suffer a loss of income as a direct consequence of your Incapacity
- If you receive income or income replacement benefit from any other source which exceeds the sums payable by way of Benefits
- If you become fit and able to work in your Own Occupation
- If you have selected the One-Year Benefit option, when the one-year maximum period under that option ends
- If you have selected the Two-Year Benefit option, when the two-year maximum period under that option ends
- If you are resident or temporarily resident abroad, when the maximum period for which payments are made is reached (see below).

## 10

### **Residence or travel abroad**

- 10.1 If you are resident or temporarily resident outside of the United Kingdom at the date of your Incapacity, you will be entitled to receive benefits only for a limited duration. If you are resident or temporarily resident in Europe, the United States of America or Australia, benefits will be paid for a maximum of 26 weeks. If you are resident or temporarily resident in any other country, benefits will be paid for a maximum of 13 weeks. A return to residence in the United Kingdom whilst in claim will not extend these periods.
- 10.2 If you are resident in the United Kingdom at the date of incapacity, in order to continue to receive benefits, you must remain resident in the United Kingdom; you must not leave the United Kingdom for continuous periods in excess of 30 days, or for more than 90 days cumulatively in each 12 month period commencing with the first day benefits are paid; and you must notify us of all absences from the United Kingdom regardless of duration. If you fail to comply, we may end your claim and decline to pay any further benefits to you.

## 11

### **Eligibility**

- 11.1 We do not accept applications for a plan from people who do not meet our eligibility criteria:
- We do not accept applications from people who, at the time of applying, are not in paid employment or earning through self-employment.
  - We do not accept applications from people who, at the time of applying, are not working due to physical or mental illness or injury.
  - We do not accept applications from people who, at the time of applying, are younger than 16 or older than 60 at the start of the plan. The last date a person may apply for a plan is the day of their 60th birthday.
  - We do not accept applications from people in some occupations, and we reserve the right to refuse applications or to impose restrictions or other limitations on cover. You must tell us your occupation:
    - when applying for a plan, or
    - if you change your occupation after you make your application but before your plan starts, or if you change your occupation after your plan has started



- We do not accept applications from people who, at the time of applying, or subsequently, are not liable to pay tax in the United Kingdom. You must be liable to pay tax in the United Kingdom for the duration of the Term of the plan.
- United Kingdom - For the purposes of the plan the United Kingdom includes the Isle of Man. Please note different tax rules may apply if you are a resident of the Isle of Man.
- We do not accept applications from people who, at the time of applying, do not hold a bank or building society account in the United Kingdom. You must hold a bank or building society account in the United Kingdom for the duration of the Term of the plan.
- We do not accept applications from people who, at the time of applying, are not resident in the United Kingdom and have not been so resident for a period of at least 36 continuous months immediately prior to the date of signing the application.
- We do not accept applications from people who, at the time of applying, are not registered with a medical practice in the United Kingdom, and have not have been so registered for a period of at least 36 continuous months immediately prior to the date of signing the application.

- 11.2 You must tell us immediately if you do not meet these eligibility criteria. We may require you to produce documentation to establish your eligibility for the plan.
- 11.3 If it transpires that you were not eligible for a plan at the time of your application, your plan will be void from inception. We will be entitled to recover any sums we have paid to you. We will refund any premiums you have paid to us.
- 11.4 If you cease to be eligible for the plan after it has started, your plan will end automatically with immediate effect. Cover will cease, any claim you have made will be cancelled and you will no longer be entitled to any benefits. We will not refund any premiums you have paid to us.

**12****Underwriting**

- 12.1 Applications for a plan and for an increase in benefit level under the Guaranteed Insurability Option will be subject to our underwriting process. We are entitled to impose terms, conditions, and restrictions, and to charge additional premiums at our complete discretion.
- 12.2 For us to be able to make a decision about your application, you must give us accurate and complete information about your current and past health, employment, occupation, residence, lifestyle, sports, hobbies and pastimes. If we later find out that you have not given us accurate and complete information, this may affect your plan or your entitlement to benefits in the event of a claim under your plan.

**13****Your duties**

- 13.1 You must comply with certain duties both before and during the Term of your plan. A failure to do so may affect your plan or your entitlement to benefits in the event of a claim under your plan.
- 13.2 You must provide us with accurate and complete information when applying for your plan and when applying for any amendment or variation to your plan.
- 13.3 You must pay the premium when it becomes due.
- 13.4 As soon as reasonably possible and in any event within two calendar months, you must inform us of the following significant changes in your circumstances:
- You change your address or country of residence
  - You change your Own 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
  - Your annual income decreases by more than 10%
  - Your employer changes the provisions of your sick pay entitlement
  - You cease to be liable for tax in the UK

- 13.5 In the event of a claim under your plan:
- You must provide us with any information that we request and cooperate with our investigation, assessment and monitoring of your claim. Further details are set out in the 'Claims' section below
  - You must not do anything which delays your recovery from your Incapacity
  - You must take reasonable steps to return to paid employment or earning through self-employment, either:
    - in your Own Occupation full time
    - in your Own Occupation on a part time basis or on restricted duties
  - You must inform us if you become fit and able to work in your Own Occupation, or if you can return to work in your Own Occupation on a part time basis or on restricted duties.

## 14

### Premium

- 14.1 The amount of premium you are required to pay will depend on your age, the level of benefits you choose, the Waiting Period you choose and the options you select. The minimum premium is £5 a month, excluding any premium payable for options you select. Details of your premium will be set out in your plan Illustration.
- 14.2 Between certain ages, premiums are increased on the anniversary of the plan each year in line with our published rate table. Rates vary depending on your age, your chosen level of benefits and your chosen Waiting Period.
- 14.3 Premiums are also reviewable at our discretion during the lifetime of the plan. We work out the premiums using various information including our administration costs, what we expect our claims to be, and the long-term outlook of the health of a UK citizen known as 'morbidity rates'. If the information we use leads us to expect that our stated premium is insufficient to continue to administer our plans and meet claims, we will increase your premium. We do not expect this to happen very often during the term of your plan, but we reserve the right to do this.

14.4 If, at the start of your plan, you have selected the option to index-link your Benefits, the premiums payable by you will increase or decrease automatically in line with the Retail Price Index. (see section 15, Indexation option).

#### 14.5 **Payment of premium**

- You are responsible for ensuring that you pay your premiums
- You must pay your premiums by Direct Debit and on time
- If we decide to cancel, we will notify you in writing and the plan will end on the date we send our notification
- If you fail to make a premium payment on a third consecutive due date, the plan will end automatically with immediate effect
- If the plan ends, all cover will cease, you will no longer be entitled to any benefits, and any claim made will be cancelled with immediate effect. We will not refund any premiums that you have already paid
- If you do not pay your premiums, we will not pay benefit if you make a claim.
- If you request to reinstate the plan after cancellation due to non-payment of premiums, our agreement to do so will be subject to further underwriting and payment of all premiums in full and re-instatement cannot be guaranteed. If six months have elapsed since the date of cancellation, a plan cannot be reinstated.

#### 14.6 **Waiver of premium**

When you are in claim, we will not collect any premiums from the period commencing 4 weeks after the expiry of the Waiting Period until your claim ends. If you are entitled to House Persons Benefits only, premiums are waived after the expiry of the Waiting Period for the duration that those benefits are payable.

**15****Indexation option**

- 15.1 At the start of the plan (but not subsequently), you have the option to index-link your Benefits. If you select this option, your benefits and the premiums payable by you will increase or decrease automatically in line with the Retail Price Index.
- 15.2 The Retail Price Index is based on a declared rate in November each year and is applied on the following 1st January. Any indexation change will be applied annually once your plan has been running for at least a year. We will notify you of the change before it comes into force. The change will apply to benefits and all options selected by you, and also to the premium payable by you.

**16****Guaranteed Insurability Option**

- 16.1 You may have the option to increase the level of your Benefits should any of the following 'life events' take place during the Term of your plan:
- Mortgage increase on moving house
  - Marriage / civil partnership registration
  - Birth / adoption of a child
  - Divorce / dissolution of a civil partnership
- 16.2 Provided you remain within the maximum level of benefits permitted under the plan (the lower of 70% of your annual income or £33,600 per year) you may increase the level of your Benefits by up to 20% for each 'life event' up to a maximum increase of £6,000 in total per plan per year. There are no limits on the number of times you can exercise the option to increase your level of benefits when a 'life event' takes place during the Term of your plan, provided you do not exceed these maximums.
- 16.3 An additional premium will be payable for any increase in cover, which will be based on the rate applicable to your age at the time of the increase.

- 16.4 If you wish to increase your level of benefits, you must notify us by telephone, or in writing within six months of the 'life event' taking place. Any such increase would not be subject to additional underwriting, but the terms and conditions applicable to benefits will apply to all increases, and any special terms which applied to the original cover will also apply to the increases.
- 16.5 You will not be entitled to increase the level of your benefits in some circumstances:
- You will not be able to increase the level of your benefits when you are in claim, or when you are in a position to make a claim even if you have not done so, when you are on a career break, or for two years after your claim ends, or you cease to be in a position to claim.
  - You will not be able to increase the level of your benefits in the last five years of your plan.
  - The maximum age at which you can opt to increase your level of Benefits is on your 60th birthday.
  - Although we will always act reasonably in considering your application, we reserve the right to refuse your request.
  - If following acceptance of your application for a Guaranteed Insurability Option, you change your mind, you can cancel your application within 30 days of acceptance of any changes. On any such cancellation, any additional premiums paid will be refunded to you.

## 17

## Claims

- 17.1 You must notify us of your incapacity by telephone, email or post as soon as possible and you must then send us a claim form that you personally have completed and signed as soon thereafter as you reasonably can.
- 17.2 In order for us to be in a position to determine: -
- whether you are suffering from a physical or mental illness or injury;
  - whether such injury arises out of, or in connection with, or is aggravated by, any matter not covered by us including a pre-existing medical condition as explained in section 3.

- whether you are not fit and able to work in your Own Occupation;
- whether you have suffered a loss of income from your employment or self-employment as a direct consequence of your incapacity;

You must provide us with the evidence we request, and you must cooperate with our investigation and assessment of your claim. You will need to establish any physical or mental illness or injury, and its impact on your ability to work, to our satisfaction.

You must provide us with medical certificates. We will accept a medical certificate signed by yourself for the first 7 days of your incapacity only. After the 7th day of your incapacity, you must provide us with a Med3 medical certificate, which has been completed and signed by your doctor or other treating physician after a face to face consultation with you, which certifies that you are not fit and able to work in your Own Occupation due to Incapacity. Isolation certificates are not accepted as evidence of incapacity.

You must provide us with your written consent or authorisation as may be necessary to obtain all medical records relevant to your claim. You must also provide us with any further medical information we ask for, and provide us with any consent or authorisation as may be necessary to enable us to make enquiries of, and consult with your doctor or other treating physician. In circumstances where we are not satisfied that the medical certificate or medical records supplied prove to our satisfaction that you were incapacitated on the days claimed, benefit will not be paid.

You must provide us with such evidence as we require of any complete or partial loss of income from your employment or self employment you suffer. You must also provide any information and documentation we reasonably require in connection with your employment and you must provide us with any consent or authorisation as may be necessary for us to make inquiries of and consult with your employer or with HMRC in connection with payments made to you under job retention and support schemes, furlough schemes, or self-employment income support and protection schemes.

You must tell us if you return to any work whilst in claim. This includes work for a new employer whilst you are furloughed from an existing employer.

You must provide us with evidence of your annual income. If you are employed, this may include your payslips for the 12 months preceding the start of your Incapacity, together with your last P60, PAYE coding notice and other tax documents. If you are self-employed, this may include your professional accounts for the 3 years preceding the start of your Incapacity, and such other documents as we may request from you which evidence your earnings over that period.

You must provide us with any information and documentation we reasonably require in connection with your occupation, residence, lifestyle, sports, hobbies and pastimes.

You must provide us with any information and documentation we reasonably require in connection with any other insurance policies you hold, and provide us with any consent or authorisation as may be necessary for us to make enquiries of and consult with your other insurance providers.

You must attend any interview we ask you to attend with us or our representatives, and you must attend any assessments we ask you to attend with our medical, employment and rehabilitation advisers.

If you refuse to comply with our reasonable requests, or do not provide accurate and complete information, we may not be able to proceed with your claim. You must take reasonable care to answer all questions honestly and to the best of your knowledge. If you are unsure whether or not any details are relevant, you should disclose them.

### **17.3 You must also cooperate with our monitoring of your claim.**

- You must continue to provide us with Med3 medical certificates for all periods in respect of which you intend to claim. We may require that the Med3 is produced following a face to face consultation (not a telephone or internet consultation). If we do not receive a Med3 medical certificate completed and signed by your doctor or other treating physician within seven days of the last one running out, we will assume that you have returned to work. Your claim will end and you will no longer be entitled to benefits.



- You must provide us with any proof of your continuing Incapacity we ask for, and provide us with any consent or authorisation as may be necessary for us to continue to make enquiries of, and consult with your doctor or other treating physician, including in relation to the advice and treatment they have given.
- You must complete a claim review form, a health and fitness for work form, or a financial review form when requested to do so, and provide us with such other information and document, and such other reasonable assistance, as we require.

**17.4 If within 26 weeks of the date of submitting:**

- a claim review form, or
- a health and fitness for work form, or
- a financial review form,

you fail to provide supporting evidence as required by us for the purpose of assessing your claim, or the amount of any benefits due, we shall be entitled to refuse your claim, and any entitlement you have had to benefits for that claim shall be forfeited.

**17.5 Although we will always act reasonably in investigating, assessing and monitoring your claim, we reserve the right to refuse a claim.**

- We may not be able to pay a claim if you have not fulfilled your duties, paid your premium, or complied with the terms and conditions of your plan.
- We may not be able to pay a claim if the information you provided to us when applying for the plan, or when applying for a Guaranteed Insurability Option was not true, or if it ceased to be true and you failed to inform us of this change, or any other significant change in your circumstances as you were required to do under your plan.
- We may not pay a claim where you have failed to provide us with the information that we have requested, or where you have failed otherwise to cooperate with us, in the investigation, assessment and monitoring of your claim.
- We will not pay a claim where you have failed to establish to our satisfaction, or to the satisfaction of our medical or other advisers that:
  - you are suffering from a physical or mental illness or injury, or

- Such illness or injury has not arisen out of or in connection with, or been aggravated by any matter not covered by us including a pre-existing medical condition as explained in paragraph 2.1.
  - you are not fit and able to work in your Own Occupation, or
  - you have suffered a loss of income from your employment or self-employment as a direct consequence of your Incapacity.
- We will not pay a claim that we consider to be fraudulent. When we assess a claim, we rely on the information we are given. If you or any agent acting on your behalf has deliberately or recklessly made untrue statements, or failed to provide us with an accurate and complete picture of your circumstances, we may refuse your claim or, if we have already paid sums to you, we may look to reclaim those sums from you and stop paying any further sums to you. We may also cancel the plan without refunding any premiums you have already paid.
- We will not pay a claim where we reasonably consider you have misled us.
- We may not pay a claim if your physical or mental illness or injury arises out of, or in connection with, an accident that was as a result of your own negligence (something you did or failed to do).

17.6 You must not do anything which delays your recovery from your Incapacity, but must take whatever steps are necessary to assist your recovery, including by meeting and working with any advisers appointed by us.

- You must not unreasonably fail to follow medical advice, or unreasonably refuse to have any treatment, or surgery which your doctor or other treating physician has recommended.

17.7 You must take reasonable steps to return to paid employment or earning through self-employment, either in your Own Occupation full-time, or in your Own Occupation on a part-time basis or on restricted duties.

**18****Helping you return to work**

- 18.1 During a claim our aim is to help you get better and return to work. If we think we can support you with your recovery by helping to pay for additional services or advice, such as physiotherapy or counselling, we will fund a referral to one of our nominated rehabilitation providers. Agreement will depend upon your circumstances and the opinion of your doctor and our medical and employment advisers. In cases of doubt, the opinion of our advisers will be final. We will only agree to fund services provided in the United Kingdom.
- 18.2 You must provide us with complete and accurate information in connection with any request by you for assistance to fund return to work services. Provided that you have sent us a claim form and we have received all requested supporting documentation, we will consider offering this support regardless of your chosen Waiting Period.
- 18.3 If we agree to support your recovery prior to the acceptance of your claim, we will do this without prejudice to our investigation and assessment of your claim. We reserve the right to reject your claim, if there are grounds for doing so. Further details are set out in the Claims section.

## Working Persons Benefit

19.1 The purpose of Working Persons Benefit is to help facilitate your return to work during a period of Incapacity. If you are not fit and able to work in your Own Occupation full time as a direct consequence of your physical or mental illness or incapacity, but can return to work in your Own Occupation on a part time basis or on restricted duties, or if you can return to work in a different occupation, you may qualify for Working Persons Benefit in place of Benefits.

### 19.2 One-Year Benefit option

If you chose the One-Year Benefit option and return to work before the end of the One-year Benefit period and your income on your return to work together with any other income or income replacement benefit that you receive from any other source, including from other insurance policies and any payments received via government job retention or employment support schemes, furlough schemes, or corresponding self employed government income support schemes is less than the benefits to which you would otherwise have been entitled under the plan, we will pay you the difference by way of Working Persons Benefit.

Working Persons Benefit will end at the expiry of the One-Year Benefit period or when your income equals or exceeds the benefit to which you were entitled under the plan during your Incapacity, whichever is sooner.

The maximum Working Persons Benefit payable by us will not exceed the Benefits to which you would have been entitled under the plan.

### 19.3 Two-Year Benefit option

If you chose the Two-Year Benefit option and return to work before the end of Two-year Benefit period and your income on your return to work together with any other income or income replacement benefit that you receive from any other source, including from other insurance policies and any payments received via government job retention or employment support schemes, furlough schemes, or corresponding self employed government income support schemes is less than the benefits to which you would otherwise have been entitled under the plan, we will pay you the difference by way of Working Persons Benefit.

Working Persons Benefit will end either at the expiry of the Two-Year Benefit period, or will be paid for a maximum period of 12 months, or will be paid until your income equals or exceeds the benefit to which you were entitled under the plan, whichever is sooner.

- 19.4 If, during the period working persons benefit is in payment, your income from work reduces for reasons not connected with your incapacity, the amount of working persons benefit being paid will not increase to make up the shortfall. For example, if you are able to work part time in your own occupation and are being paid 50% of your salary and receiving working persons benefit, but your employer then reduces your salary, or makes you redundant, your additional loss of income will not have arisen as a result of your incapacity and working persons benefit will continue to be paid at the same rate subject to all the other terms being met.

The maximum Working Persons Benefit payable by us will not exceed the Benefits to which you would have been entitled under the plan.

- 19.5 The Terms and Conditions applicable to benefits are otherwise applicable to Working Persons Benefits.

## 20

### House Persons Benefit

- 20.1 You must be engaged in paid employment or earning through self-employment at the date of applying for the plan, and you must be engaged in paid employment or earning through self-employment when any Incapacity starts. You must suffer a complete or partial loss of income as a direct consequence of not being fit and able to work in your Own Occupation in order to be entitled to claim benefits under the plan. However, if you become unemployed, a house person or a student during the term of your plan and you subsequently become Incapacitated, you may still be eligible to claim 50% of your chosen level of benefits up to a maximum of £1,400 per month. This is known as House Persons Benefit and will be paid for a maximum of 12 months.

- 20.2 Your chosen Waiting Period will still apply. Once this Waiting Period has expired, we will pay House Persons Benefit if, without the assistance of another person, you are unable to perform three of the following five Activities of Daily Living (ADLs) as a direct consequence of your Incapacity, provided the inability to perform any ADL occurred after the start of the plan:
- Walking: the ability to walk 200 meters on a level surface without having to stop
  - Bending: the ability to bend or kneel to pick up something from the floor and straighten up again
  - Writing: the physical ability to either write legibly using a pen or pencil, or to type using a desktop personal computer keyboard, whether or not you own one
  - Climbing: the ability to climb up a flight of stairs and down again, with or without a suitable rest, using one or both handrails if required
  - Communicating: the ability to answer the telephone and take a message, whether or not that message is written down.
- 20.3 Whether you are unable to perform three of the five ADLs without the assistance of another person is a question of fact. We will determine this question by reference to the medical evidence you provide and in consultation with any medical adviser who we may choose to instruct. You will be assessed as able to undertake an ADL if you can do so with the use of appropriate assistive or corrective aids or appliances. In the event of a dispute, the opinion of our medical adviser will be final.
- 20.4 Otherwise, the Terms and Conditions applicable to Benefits are otherwise applicable to House Persons Benefits.

## Subsequent claims

- 21.1 You can claim more than once in respect of Incapacity caused by the same physical or mental illness or injury. However, you will not be able to claim if such physical or mental illness or injury reoccurs in circumstances where you have returned to work against the advice of your doctor or other treating physician.
- 21.2 Whether you have already made a claim in respect of the same physical or mental illness or injury is a question of fact. We will determine this question by reference to the medical evidence you provide and in consultation with any medical adviser who we may choose to instruct. In the event of a dispute, the opinion of our medical adviser will be final.
- 21.3 **Linked claims within One-Year Benefit period.**
- If you chose the One-Year Benefit option and within 26 weeks after you have returned to work in your Own Occupation, you need to claim again for Incapacity arising out of or in connection with the same physical or mental illness or injury, then provided benefits including Working Persons Benefit have not been paid in connection with that claim for 52 weeks, this will be treated as a linked claim and the Waiting Period will not apply. We will resume paying you Benefits until you return to work again, or until the expiry of the remainder of the One-Year Benefit period is reached, whichever occurs first.
- 21.4 **Linked claims within Two-Year Benefit period.**
- If you chose the Two-Year Benefit option and within 26 weeks after you have returned to work in your Own Occupation, you need to claim again for Incapacity arising out of or in connection with the same physical or mental illness or injury, then provided benefits including Working Persons Benefit have not been paid in connection with that claim for 104 weeks, this will be treated as a linked claim and the Waiting Period will not apply. We will resume paying you Benefits until you return to work again, or until the expiry of the remainder of the Two-Year Benefit period is reached, whichever occurs first.

### 21.5 **Subsequent claims provisions: One-Year Benefit period**

If you chose the One-Year Benefit option and you have reached the one year maximum period in which benefits are payable, you will not be able to claim again for Incapacity arising out of or in connection with the same physical or mental illness or injury, unless you have returned to work in your Own Occupation for a continuous period of 12 months. If, after such a period, you need to claim for Incapacity arising out of or in connection with the same physical or mental illness or injury, we will pay to you, after your chosen Waiting Period has expired, such sums as are necessary for you to receive your chosen level of benefits. Your Own Occupation will be the occupation(s) you are engaged in, and from which you derive an income at the date your new Incapacity starts.

### 21.6 **Subsequent claims provisions: Two-Year Benefit period**

If you chose the Two-Year Benefit option and you have reached the two year maximum period in which benefits are payable, you will not be able to claim again for Incapacity arising out of or in connection with the same physical or mental illness or injury, unless you have returned to work in your Own Occupation for a continuous period of 12 months. If, after such a period, you need to claim for Incapacity arising out of or in connection with the same physical or mental illness or injury, we will pay to you, after your chosen Waiting Period has expired, such sums as are necessary for you to receive your chosen level of benefits. Your Own Occupation will be the occupation(s) you are engaged in, and from which you derive an income at the date your new Incapacity starts.

## **22 Career Break**

22.1 You may apply to suspend cover under your plan and your premium payments for a minimum continuous period of three months and up to a maximum continuous period of 24 months. Such a suspension of cover and premium payments is referred to in this plan as a Career Break.

22.2 The following conditions apply to any application for a Career Break:

- You will need to have paid premiums for at least 24 months before you can apply to take a Career Break.



- You will need to have paid all premiums due. If your premium payments are in arrears, you must pay such arrears before we will consider your application for, or agree to, a Career Break.
- You must contact us to request a Career Break by telephone, email or post.
- You must provide us with any information that we reasonably request.
- Where a Career Break is taken within six months of the expiry of a previous one, it shall be treated as a continuation of the previous one for the purposes of applying the maximum continuous period of 24 months.
- Where you have taken previous Career Breaks, a request for a further Career Break can be made only when the total period of all Career Breaks during the Term of your plan does not exceed 48 months. Any application for a further Career Break beyond this maximum must be specifically drawn to our attention. We shall consider any such application at our discretion.

#### 22.3 If we agree to your application for a Career Break:

- We will notify you of the start and end date of the Career Break.
- 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 we agree to such cancellation. We may request your medical records at that stage to assist us with our consideration of your request. If you cancel a Career Break, you will not be able to claim under the plan, and you will not be entitled to benefits until you have returned to work in your Own Occupation for a continuous period of at least six months.
- Your cover under the plan and your premium payments will be suspended for the duration of the Career Break. You will not be able to make any claim under the plan and you will not be entitled to receive benefits for the duration of your Career Break.
- You will not be able to request any changes to your plan during a Career Break.

#### 22.4 At the end of your Career Break, you must return to paid work and resume paying your premiums. If you do not resume your premium payments at the end of your Career Break, your plan will end and

you will need to reapply for the cover you require, which will be subject to underwriting. If you do not return to work at the end of a career break, but continue to pay your premiums you will be treated as unemployed for the purposes of House Persons Benefit. Following the end of a career break, you will not be able to claim under the plan and you will not be entitled to any benefits, until you have returned to work in your Own Occupation for a continuous period of at least six months.

## **23** Recovery of compensation

- 23.1 You must tell us as quickly as possible if you believe another party is or may be responsible for the occurrence of the event giving rise to your claim for benefits under this plan. We may then write to you or the third party if we require further information.
- 23.2 If you make a claim against any such other party, you must include in your claim all payments we make to you under the plan. You or your solicitors must keep us informed about the progress of your claim, any pre-action matters, any action or any settlement including offers and the outcome of any such action (whether by agreement or court order).
- 23.3 If you successfully recover any monies from another party in relation to payments made by us to you under this plan, you must repay us within 21 days of receipt. If the claim settles in full, you must repay our outlay in full. If you only recover a percentage, you must repay us the same percentage of our outlay. If your claim is repaid as a global settlement, you must repay us in the same proportion as the global settlement bears to your total claim for damages against the other party.
- 23.4 If you do not repay to us such monies (and interest), we shall be entitled to recover the same from you and your plan may be cancelled.
- 23.5 We shall not be required to make future payments of benefits to you to the extent that you have recovered any payment from any other party in respect of future loss of earnings for the period which the payment from the other party is intended to cover. You shall provide us with all necessary documentation and information to enable us to make this calculation and assessment.

**24****Subrogation**

Where a payment has been made to you under this plan in circumstances where another party is or may be responsible for the occurrence of the event giving rise to the claim, we shall be subrogated to all your rights of recovery and you will do whatever is necessary to preserve those rights and to assist us in exercising them, including executing and delivering such documents as we request, and performing such acts and doing such things as may be necessary or reasonably required by us for the purpose of enforcing those rights. You shall do nothing to prejudice our rights of recovery.

**25****Your data**

- 25.1 We need your information to give you quotations, and manage your plan, including underwriting and claims handling. Your information comprises all the details and information you provide to us as requested and required under these Terms and Conditions and may include special categories of data such as health data. It includes information we obtain about you from third parties such as your employer, medical professionals, rehabilitation advisers, and other insurers. We will only collect and process the information we need so that we can provide you with the service and benefits which you have contracted from us and covered by this plan and to send you marketing material as explained below. This information may be held in electronic format on computer and other electronic systems or in paper records.
- 25.2 We keep your information secure and only use it for the purposes for which we collected it, including to provide you with information about the service and benefits which you may want to buy, or have bought, from us.

- 25.3 We may use your information to provide direct marketing communications to you by post, email and telephone, to offer similar goods or services to those you have enquired about or that you have already bought, or where you have consented to us doing so. You can opt out of, or withdraw your consent to, receiving such marketing communications at any time. More information on how to opt out is provided with each marketing communication. You can also obtain details on how to contact us to opt out or withdraw your consent and to exercise your other rights in respect of your information by going to the relevant sections in our privacy notice (<https://www.shepherdsfriendly.co.uk/privacy-notice>).
- 25.4 For full details and information about the information we collect from you, the purposes for which we collect it, how we use it and who we share it with please refer to our privacy notice which can be found online here: <https://www.shepherdsfriendly.co.uk/privacy-notice>. If you do not have access to a computer or cannot get online, you can obtain a copy of our privacy notice by contacting us at [info@shepherdsfriendly.co.uk](mailto:info@shepherdsfriendly.co.uk) or by calling our Member Services team whose contact details can be found on the welcome page of these Terms and Conditions.

## **26** **Cancelling the plan**

- 26.1 You are entitled to cancel your plan at any time. If you wish to cancel, you must notify us of your decision in writing. The plan will end on the date we receive your notification. Cover will cease, you will no longer be entitled to any benefits and any claim made will be cancelled with immediate effect.

If you cancel your plan within 30 days of receiving your plan documents, we will refund any premiums you have paid, unless you have been paid benefits during this period. If you cancel your plan at any time after the first 30 days, you will not be entitled to any refund of the premiums you have paid. This plan has no cash value.

**27**

## **The law**

- 27.1 This plan is governed in all respects by the laws of England and Wales.
- 27.2 If there is a change in the law, we have the right to adjust your plan and any benefits payable to you in order to comply with the law.

**28**

## **Taxation**

Under current legislation and HMRC practice, benefit(s) payable under this cover are normally free from Income Tax and Capital Gains Tax for UK residents. The tax treatment of the plan may change in the future. NB: Different tax rules may apply if you are resident in the Isle of Man.