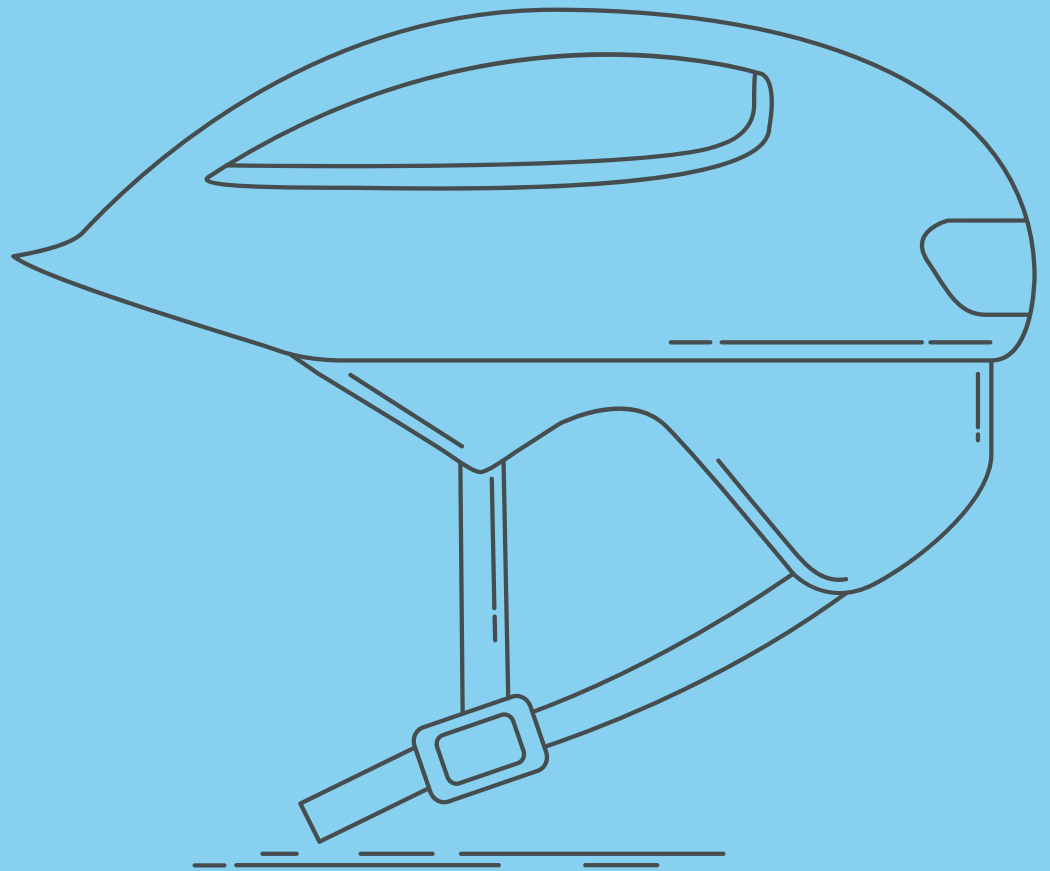


# Over 50s Life Insurance



# Shepherds Friendly Over 50s Life Insurance

These Terms and Conditions together with your plan illustration make up the legal contract between you and The Shepherds Friendly Society Limited. This Over 50s Life Insurance plan pays a guaranteed lump sum upon death.

Your plan illustration is sent to you at the start of your plan and it contains details of your cover. It sets out the amount you will pay each month “the premium” and shows the “sum assured”, which is the guaranteed lump sum we will pay upon your death. You should read section 5 to remind yourself of the limited exceptions to this during the first two years of the plan.

It is important that you check your plan illustration as soon as you receive it to ensure that all the information we hold about you is correct. If you spot any errors or have any questions about your plan, please contact our Member Services team on **0800 526 249**.

We suggest that you keep these documents in a safe place so that you can refer to them in the future. You may also wish to tell your intended beneficiaries about this plan. We suggest that you review your cover from time to time to ensure it provides the right level of cover for you.

**Thank you for choosing our Over 50s Life Insurance Plan.**



**Jonathan Sandell**  
Chief Executive  
Shepherds Friendly Society



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**Please note that 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 that you get in touch with a financial adviser who will be able to take you through the options available to you. Should you decide to consult a financial adviser, please be aware that there may be a cost involved and that 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 illustration and any amendments or variations that we may make to that document.
- These standard Terms and Conditions.
- Any completed Shepherds Friendly nomination form (see section 4 for details regarding nomination forms.)

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 may produce include:

- The plan summary.
- Posters, sales leaflets and other advertising material.
- A guide to making a 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 quote summary.

- Your replies to our questions about your date of birth and whether you are a smoker, or if you have used tobacco products or nicotine replacement therapy within the last 12 months. See section 11 below.
- You must ensure that the information you have provided to us is both accurate and complete. If you (or an agent acting on your behalf) deliberately or recklessly provides an inaccurate answer we are entitled to cancel this plan and refuse to pay the lump sum. In these circumstances, we may not refund any premiums you have already paid.

## 2

### Your duties

- 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.
- You must pay the premiums when they are due.
- You must let us know if you take up smoking or the use of tobacco or nicotine replacement therapy while holding your plan with us. At the point of claim, if medical records confirm that the declarations made by you when you applied for the plan about your smoker status were incorrect or you fail to disclose about using these products while having the plan with us, the amount we will pay upon death will be reduced to the “smoker rate” applicable at the time of your original application based on your chosen premium.

## 3

### Who can have an Over 50s Life Insurance plan?

To have an Over 50s Life Insurance plan with Shepherds Friendly you must;

- be aged between 50 and 80 years at the start of the plan.
- be resident in the UK or Isle of Man when you apply.

If you move to live abroad after taking out the plan, then you must maintain an active UK bank account.

## 4

### What life cover will the plan provide?

We will guarantee to accept your application for the plan provided that you fall within the age limits for the plan.

This plan pays a guaranteed lump sum when you die. The amount you have selected is shown in your plan illustration and is called the “sum assured”.

You can choose the level of cover and your premiums to support this and they are guaranteed not to rise. This plan has no cash-in value at any time prior to your death.

Under the Friendly Societies Act, the lump sum payable on death under this plan can be directed to a named individual, individuals, or a registered charity.

Where the total sum assured is £5,000 or less, this can be done by completing a nomination form, which may be completed or changed at any time.

Where the total sum assured exceeds £5,000, the proceeds cannot be paid under a nomination. In these circumstances, a trust must be set up, and a trust form must be completed.

In the event of the death of the life assured (the person covered by the plan), Shepherds Friendly will pay the proceeds of the plan in accordance with the most recent valid nomination held (where applicable) or the terms of the trust.

## 5

### Exceptions within first two years of the plan

5.1 The lump sum is not payable on death during the first two years of the plan unless you die as a result of an accident.

If you die in the first two years of your plan as a result of an accident (as defined in this section immediately below) and all your payments are up to date, the lump sum will be paid upon proof of the cause of death.

#### What is an accident?

An accident is a sudden and unexpected event which happens after the plan starts and provided that the death was not caused directly or indirectly by;

- Any self-inflicted injury.
- Flying (other than as a fare-paying passenger).
- Committing, attempting or provoking an assault or any criminal offence.
- An addiction to or misuse of drugs, alcohol, solvents, prescription medicines or other substances.
- War, invasion, hostilities (whether war is declared or not), civil war, rebellion, or riot.

5.2 If you die of natural causes or a medical condition within the first two years of your plan and all your payments are up to date (as shown on your plan illustration) we will not pay out the lump sum amount. Instead, we will pay back a value equal to 150% of the premiums you have paid.

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## How long does my plan cover last?

Your Over 50s Life Insurance Plan is “Whole of Life” meaning it will remain in place until you die. However, you will not have to continue paying premiums when you have paid premiums for 30 years or after the age of 90, whichever comes first.

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## What are the monthly premiums?

The minimum premium payable is £10 per month and the maximum you can pay is £50 per month. We guarantee that the monthly premium you choose to pay will never rise.

All premiums must be paid by Direct Debit and must reach us on the agreed date each month.

We will cancel this plan once a successive third monthly premium is not paid. If this occurs, we will send you a reminder letter to allow you to pay these to us within a specified time period. If all outstanding premiums are paid within this time, the plan will continue. If any premiums remain outstanding thereafter, we will cancel this plan and the cover will end and no further premiums will be payable. The lump sum will no longer be payable. We will not refund any premiums already paid.

**8**

## Reducing your monthly payments

You can choose to reduce your monthly premiums at any time, provided that your premiums are at or above the minimum premium payable of £10 per month. We would then reduce the “sum assured” (the amount we will pay upon your death) to reflect this change and send you a revised plan illustration.

You can decide to open more than one life insurance plan with us, provided that the total amount of monthly premiums you pay does not exceed the maximum of £50 per month.

**9**

## Access to bereavement services

Your Over 50s Life Insurance plan also gives your estate access to the National Bereavement Service, a not for profit organisation that offers free counselling, guidance and support to the recently bereaved. They can also provide access to paid for services such as probates, disputes and Wills. You can contact the National Bereavement Service on 0800 0246 121.

**10**

## What is the Funeral Benefit Option?

If you choose the Funeral Benefit Option available with your plan, you can nominate that your lump sum is paid to Co-op Funeralcare to be used towards the cost of your funeral. In addition, Co-op Funeralcare will help with all the arrangements and you will get up to £250 discount from the cost of your funeral as detailed below. Co-op Funeralcare gives you the option to choose who or which Co-op Funeralcare branch undertakes your funeral when the time comes.

Funeral Services Limited (trading as Co-op Funeralcare) is a funeral services provider that operates across the UK and allows Over 50s Life Insurance plan holders to choose from a wide range of local funeral homes across the UK. The Funeral Benefit Option is available to UK residents only, excluding Northern Ireland. If you are based in the Isle of Man, Co-op Funeralcare will arrange for you to use an authorised local funeral director that will carry out the funeral to the same standards.

As described in section 5, if you die within the first two years of your plan of natural causes or a medical condition and all your payments are up to date, the lump sum is not paid. Instead, we pay an amount equal to 150% of the premiums paid directly to your estate. You will also not be eligible for the discount if you have selected the Funeral Benefit Option.

Type of funeral	What it includes	Discount
Tailored Funeral	When a tailored funeral is arranged by Co-op Funeralcare they'll make sure your estate receives the advice and guidance needed to plan your funeral. Every detail can be discussed and explored, and they'll do their best to make it happen.	<b>£250</b>
Essential Funeral	An essential funeral is a simple low-cost option that provides everything needed for a funeral. This choice is perfect for those who would like to keep funeral costs to a minimum, or if you want a simpler send off.	<b>£100</b>
Direct to Cremation or Burial	A direct to cremation or burial provides you with an unattended funeral service. This means that the person arranging your funeral can choose their own way to remember their loved one.	<b>£50</b>

It is important to note that if the cost of your funeral proves to be less than the lump sum paid out by us in accordance with this plan, your estate will receive the difference between the two amounts. If the cost of the funeral your estate has selected is more than the lump sum paid by us, then your estate will be required to meet the extra costs incurred.

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## **How does my estate make a claim?**

Following your death, it is important that your estate calls Shepherds Friendly Member Services team as soon as possible on **0800 526 249**. We will explain the claims procedure and the steps that need to be taken. We may request medical reports and records at this point.

When a claim is made, we will need a copy of the death certificate to be sent to us. If this happens within two years of the date the plan started, we will also request proof of the cause of death. We may also seek medical reports and records at that stage. If these records confirm that the declarations made by you when you applied for the plan about your smoking or use of tobacco or nicotine replacement therapy were incorrect or you fail to disclose about using these products while having the plan with us, the amount we will pay upon death will be reduced to the “smoker rate” applicable at the time of your original application based on your chosen premium.

**12**

## **Can I cancel the plan at any time?**

You may cancel your plan within 30 days of receiving your plan documents and, if you do so, we will automatically refund any premiums you have paid up to that point. If you decide to cancel your plan after the first 30 days, you will not be entitled to any refund of the premiums you have paid up to that point.

**13**

## **What if I change my address?**

Any correspondence we send to you will be sent to the last known address we hold on our records of your application. It is important to note that it is your responsibility to keep us informed of any change of address during the term of your plan in order for us to be able to handle any claim.

**14**

## **What if I move to live abroad?**

If you move to live abroad you can retain your plan, provided you still have an active UK bank account.

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## How does taxation affect my plan?

Based on our current understanding of HMRC guidelines, any money paid from the plan to your estate will be free of Capital Gains or Income Tax. However please note that, as part of your estate, the money received could be subject to Inheritance Tax, depending on the tax regulations applied at that time.

It is important to recognise that tax regulations may change in the future. For example, should the government in the future apply any form of taxation to the premium, we will amend your premium accordingly. Please note that different tax rules may apply if you live in the Isle of Man.

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## What laws govern the plan?

This plan is governed by the laws of England and Wales. If there should be any future change in the law or the way tax applies either to us or to yourself, we will have the right to adjust the lump sum or the plan (or both) in such a way as to ensure that we do not break the law or taxation rules.

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## How does Shepherds Friendly handle issues of fraud or negligence?

We are required by legislation to establish the identity of anyone who applies to us for a plan and this may mean verifying your identity through electronic identity checks such as with the Electoral Roll. We will not pay any claims that we have established to be fraudulent.

If at any stage during the operation of the plan, we reasonably consider that there has been fraudulent misrepresentation or non-disclosure of material facts or should we decline a claim for benefit on the grounds that we have been misled, we reserve the right to terminate the plan with immediate effect.

## How do you handle any data you hold on me?

The information you supply is required to enable us to provide you with quotations and to manage your plan, including underwriting and claims handling. Your information includes all the details we hold about you, your transactions and any information we obtain about you from third parties. We will only collect any information we need to enable us to provide you with the level of service you should expect from us. This information may be held digitally or in paper records.

### **During the course of our dealings with you, we may need to use your personal information to:**

- Assess financial and security risks and conduct statistical analysis or systems integrity checks.
- Detect and prevent crime including fraud, anti-money laundering and financial sanctions.
- Comply with our legal and regulatory obligations.
- Develop and enhance our products, services, systems and relationship with you.
- Record your preferences in respect of products and services.
- Recover any debt or, should you have any outstanding debt from previous dealings with us, we will only offer you a plan upon settlement of the full outstanding amount.
- Review our records for any signs of previous fraudulent activity which may affect our ability to offer you cover.
- Administer any claim made under the plan.

### **In carrying out the actions outlined above, we may:**

- Carry out searches about you using publically available databases.
- Disclose some of your information to other insurers, third party underwriters, reinsurers, credit reference agencies, fraud prevention agencies, regulators, law enforcement agencies and other companies that provide services to you or ourselves.
- Share the information with agencies that carry out certain activities on our behalf (for example marketing agencies or those who help us underwrite your plan).

- Use and share your information with our approved suppliers where this is reasonably required to enable us to administer your claim. Where we engage these suppliers, we make sure that they apply the same levels of protection, security and confidentiality we apply. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

Please note that any communications with you may be recorded or monitored to help us improve our services and for security and regulatory purposes. Please also be aware that both inbound and outbound communications by email may not be secure as messages can be intercepted.

When you apply for this plan and also when a claim is made, you are consenting to our collection of information and use of your data and personal information (including sensitive personal data) as described above.

Please see our privacy notice ([shepherdsfriendly.co.uk/privacy-policy](https://shepherdsfriendly.co.uk/privacy-policy)) 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.



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