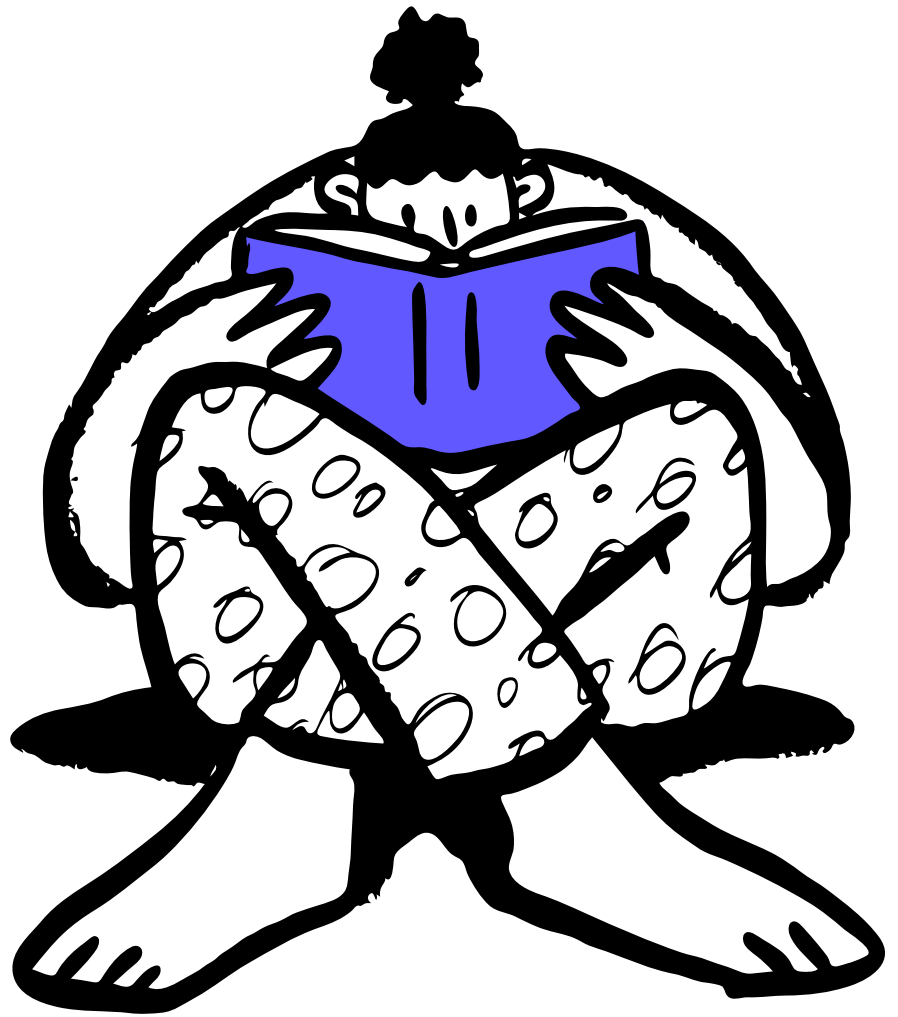




Eleos Income Protection



[Terms and Conditions](#)

Eleos Income Protection

Eleos Income Protection is arranged by Eleos Life Limited and underwritten and administered by The Shepherds Friendly Society Limited.

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

It is important that you check your plan documents as soon as you receive them 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 Shepherds Friendly on 0800 526 249.

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 Eleos Income Protection.

Financial Services Compensation Scheme (FSCS)

Shepherds Friendly are covered by the FSCS, which means you may be entitled to compensation under the terms of the scheme if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim.

For long-term plans such as this, the scheme covers 100% of the claim with no upper limit. Further information about the scheme is available from the FSCS - Visit: [fscs.org.uk](https://www.fscs.org.uk) or call: 0800 678 1100.

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No advice has been provided by Eleos or 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 Who provides Eleos Income Protection?

Eleos Income Protection is arranged by Eleos Life Limited and underwritten and administered by The Shepherds Friendly Society Limited. Eleos Life Limited (firm reference number: 979255) is an appointed representative of Innovative Risk Labs Ltd which is authorised and regulated by the Financial Conduct Authority, firm reference number 609155. The Shepherds Friendly Society Limited is an incorporated Friendly Society under the 1992 Friendly Societies Act No 240F. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, firm reference number 109997.

The contract

2 The contract between you and Shepherds Friendly, who are the underwriter of this plan, is made up of the following documents:

2.1

- Your application for the plan
- The plan document, and any amendments or variations that we may make to that document
- The plan illustration
- These standard Terms and Conditions
- Shepherds Friendly's privacy notice, which can be found here: shepherdsfriendly.co.uk/privacy-policy

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

2.2 From time to time, Eleos or Shepherds Friendly may produce other documents which provide general guidance with respect to our plans, 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
- Guide to Making a Claim

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

2.3 Shepherds Friendly 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.

2.4 Shepherds Friendly 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 and Shepherds Friendly is both accurate and complete.

2.5 In the absence of any written communication from you, Shepherds Friendly will be continuing the contract with you, on the terms of the plan document and on the basis of the following assumptions:

- Shepherds Friendly will be assuming that the information you provided to us when applying for the plan and, if appropriate, to Shepherds Friendly when applying for any Guaranteed Insurability Options remains true; and

- Shepherds Friendly 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.

2.6 If the information you have provided ceases to be true, or if there has been a significant change in your circumstances, you must inform Shepherds Friendly 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.

2.7 Eleos and Shepherds Friendly 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 (witheleos.com/legal/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.

Please see Shepherds Friendly's privacy notice (shepherdsfriendly.co.uk/privacy-policy) for more information on the type of personal data they collect, why they collect it, what they do with it and who they share it with.

3 Eligibility

3.1 We do not accept applications for a plan from people who do not meet the 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.

3.2 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.

3.3 If it transpires that you were not eligible for a plan at the time of your application, your plan will be void from inception. Shepherds Friendly will be entitled to recover any sums they have paid to you. Shepherds Friendly will refund any premiums you have paid to them.

- 3.4 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. Shepherds Friendly will not refund any premiums you have paid to them.

4 Incapacity

- 4.1 For the purposes of the contract between you and Shepherds Friendly, 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 is not due to any of the Exclusions listed below in section 5.

4.2 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.

4.3 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.

5 Exclusions

- 5.1 Your physical illness, mental illness or injury must not arise out of or relate to any medical exclusion on your Personal Exclusion list. These Personal Exclusions form part of your plan on acceptance of your application (see your Plan Document for details). Personal Exclusion(s) may be reviewable, please see section 14.3 for further details.
- 5.2 This plan will not pay any claim for Benefit arising out of activities on our Dangerous Hobbies list:
- **Ball Games** - Gaelic football / rugby
 - **Stick Sports** - Hurling
 - **Cycling or Mountaineering Cycling** – With participation in competitions / mountain biking / mountaineering
 - **Climbing** – Apart from trekking, bouldering, hillwalking, artificial climbing wall and coastering
 - **Racing or Motorsports** - Adventure racing – multi-day, expedition events / motor car sports / motorcycle sports / powerboat racing/ quad biking
 - **Aviation or Flying Ballooning** – More than 50 hours per year, record attempts, test flying or completion flying / gliding - non-powered / hand gliding – powered and non-powered / micro lighting / paragliding / parascending / private aviation (including fixed wing and rotary wing) / test or experimental flying / stunt flying - aeronautics, aerobatics, air racing, air rallying
 - **Extreme Sports** - Base Jumping / bungee jumping – instructor / jumpmaster, more than five jumps per year, member of bungee club, takes part in competitions / parachuting / zorbing – instructor level, more than 10 times per year / potholing & caving
 - **Contact Sport or Weightlifting** - Boxing – amateur or contract / gaelic football / martial arts – apart from aikido, hapkido & judo / weightlifting / body building – competitive, amateur / wrestling – amateur / war gaming
 - **Water Sports** - Diving – sub-aqua diving at depths below 40 metres, any high diving activities / solo diving / rebreather diving / sailing / yachting – racing or ocean sailing / powerboat racing

- **Winter Sports** - Bobsleigh / ice hockey / ice boating / luge tobogganing / ski bob / off-piste skiing / off-piste snowboarding / ski jumping / participation in snowmobiling competitions / competitive racing (i.e. snowcross)
- **Equestrian Sports** - Flat racing / steeplechase / national hunt racing / harness racing / carriage driving / hunting / polo / point to point / rodeo / show jumping / three day eventing

5.3 Your 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.

6 Benefits

6.1 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 Shepherds Friendly, 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.

6.2 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 Shepherds Friendly 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. Shepherds Friendly 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).

- 6.3 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. Therefore, it is important for you to notify Shepherds Friendly of any material decrease in your annual income, so that the level of Benefits and your premiums can be adjusted. Shepherds Friendly will not refund any overpayment of premiums where your chosen level of Benefits exceeds the maximum permitted under the plan.

7 Options

- 7.1 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 one year per claim.
See further details in paragraph 7.3 below.
- To limit Benefits paid for a maximum of two years per claim.
See further details in paragraph 7.4 below.

- 7.2 If the specified “life events” take place during the term of your plan (see section 17, 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.

7.3 **One-Year Benefit option**

Please be aware that if you chose this option, Shepherds Friendly will only pay you Benefits for a maximum of one year (52 weeks) from the date that they 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.

7.4 **Two-Year Benefit option**

Please be aware that if you chose this option, Shepherds Friendly will only pay you Benefits for a maximum of two years (104 weeks) from the date that they 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.

7.5 **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.

8 Waiting Period

8.1 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.

8.2 The available Waiting Periods for the One-Year Benefit option are: 1 Week, 4 Weeks, 8 Weeks and 13 Weeks. Your Waiting Period can be found within your Welcome Pack. 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.

8.3 The available Waiting Periods for the Two-Year Benefit option are: 1 Week, 4 Weeks, 8 Weeks, 13 Weeks, 26 Weeks and 52 Weeks. Your Waiting Period can be found within your Welcome Pack. 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.

9 Term of the plan

9.1 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 or Shepherds Friendly 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)

9.2 The minimum Term of the plan is five years. The maximum Term is until you reach your 70th birthday.

10 Payment of Benefits

10.1 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, Shepherds Friendly 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.

10.2 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.

10.3 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.

10.4 **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, Shepherds Friendly 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 they 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.

10.5 **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, Shepherds Friendly 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.

10.6 **Income that will not be deducted**

Shepherds Friendly 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.

10.7 **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 Shepherds Friendly with medical evidence of your Incapacity, and with a Med3 medical certificate.

10.8 **Mechanics of payment**

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

- 10.9 Otherwise, Shepherds Friendly will pay any sums as may be due as soon as it is practicable to do so. Shepherds Friendly 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 they have asked for. If you do not inform Shepherds Friendly within 14 days of the start of your Incapacity, they will use the date you contact them as the start of your Waiting Period.
- 10.10 All sums will be paid by direct credit to an account held by you at a bank or building society in the United Kingdom. Shepherds Friendly 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 Shepherds Friendly immediately. If you are in any doubt, you must ask.

11 No entitlement to Benefits

- 11.1 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 Shepherds Friendly do not accept your claim.
 - To the extent you receive income or income replacement Benefit from any other source.

12 Cessation of Benefits

- 12.1 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 outside of the United Kingdom when the maximum period for which payments are made is reached (see section 13).

13 Residence or travel abroad

- 13.1 Should you become Incapacitated in a country outside of the United Kingdom, you will be entitled to receive Benefits only for a limited duration. Should you become Incapacitated in Europe, the United States of America or Australia, Benefits will be paid for a maximum of 26 weeks. Should you become Incapacitated in any other country, Benefits will be paid for a maximum of 13 weeks. A return to the United Kingdom whilst in claim will not extend these periods.
- 13.2 If you are resident in the United Kingdom at the date of Incapacity, in order to continue to receive Benefits, 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 Shepherds Friendly 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.

14 Underwriting

- 14.1 Applications for a plan, any amendment or variation to a plan, any request for increase in benefit level under the Guaranteed Insurability Option, or requests that Shepherds Friendly assess a reviewable exclusion, will be subject to their underwriting process and other relevant business considerations. Shepherds Friendly's decision whether to accept or refuse such requests or applications, is at their absolute discretion. They are entitled to reject, or to impose terms, conditions, exclusions and restrictions, and to charge additional premiums at their complete discretion.

- 14.2 For us and Shepherds Friendly to be able to make a decision about your application, you must provide accurate and complete information about your current and past health, employment, occupation, residence, lifestyle, sports, hobbies and pastimes. If we or Shepherds Friendly later find out that you have not provided accurate and complete information, this may affect your plan or your entitlement to Benefits in the event of a claim under your plan.
- 14.3 Upon the first anniversary of the inception date of the plan you can ask the underwriter, Shepherds Friendly, to remove a Personal Exclusion (also known as a medical exclusion) that has been applied to your plan and they will consider your request provided that for a minimum period of 12 months prior to your request, you have not received treatment and have been free of all symptoms in relation to the matter excluded. Shepherds Friendly will always act reasonably in considering your request for a review. However, they reserve the right to refuse to carry out a review which in their view is unlikely to be successful. If Shepherds Friendly agree to a review they will tell you what medical and other information they require and it must be provided at your expense. This may include GP records, hospital records and employer's sick absence records. Shepherds Friendly will consider your request by reference to the evidence you provide and in consultation with any medical and employment advisers who they may choose to instruct. Some medical conditions for which exclusions are applied resolve more quickly than others, and this will have an impact on Shepherds Friendly's decision about whether to remove the exclusion. Shepherds Friendly may refuse to remove a medical exclusion following a review. In the event of a dispute, the opinion of Shepherds Friendly's advisers will be final. To request a review of your Personal Exclusion(s), please use the contact details in section 31.

15 Your duties

- 15.1 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.

- 15.2 You must provide us with accurate and complete information when applying for your plan and to Shepherds Friendly when applying for any amendment or variation to your plan.
- 15.3 You must pay the premium when it becomes due.
- 15.4 As soon as reasonably possible and in any event within two calendar months, you must inform Shepherds Friendly 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
- 15.5 In the event of a claim under your plan:
- You must provide Shepherds Friendly with any information that they request and cooperate with their investigation, assessment and monitoring of your claim. Further details are set out in section 18 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 Shepherds Friendly 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.

16 Premium

- 16.1 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.
- 16.2 Between certain ages, premiums are increased on the anniversary of the plan each year. Rates vary depending on your age, your chosen level of Benefits and your chosen Waiting Period. Please refer to your Quote Summary or Premium Illustration document for further information.
- 16.3 Premiums are also reviewable at Shepherds Friendly's discretion during the lifetime of the plan. Shepherds Friendly work out the premiums using various information including administration costs, what they expect our claims to be, and the long-term outlook of the health of a UK citizen, known as 'morbidity rates'. If the information Shepherds Friendly uses leads them to expect that the stated premium is insufficient to continue to administer their plans and meet claims, Shepherds Friendly will increase your premium. We do not expect this to happen very often during the term of your plan, but Shepherds Friendly reserve the right to do this.
- 16.4 As the Benefit amount is fixed, this is likely to reduce its value over time due to the effects of inflation.
- 16.5 **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 Shepherds Friendly decide to cancel your plan, they will notify you in writing and the plan will end on the date they send their 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. Shepherds Friendly will not refund any premiums that you have already paid.
 - If you do not pay your premiums, Shepherds Friendly will not pay Benefit if you make a claim.

- If you request to reinstate the plan after cancellation due to non-payment of premiums, Shepherds Friendly's 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.

16.6 **Waiver of premium**

Once your claim has been assessed, and accepted, and you have received confirmation of this from the Shepherds Friendly Claims team, no premiums will be collected from the period commencing four 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.

17 **Guaranteed Insurability Option**

- 17.1 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
- 17.2 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.
- 17.3 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.
- 17.4 If you wish to increase your level of Benefits, you must notify Shepherds Friendly by telephone, or in writing within six months of the 'life event'

taking place (please see contact details in section 31). 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.

17.5 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 Shepherds Friendly will always act reasonably in considering your application, they 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.

18 Claims

18.1 You must notify Shepherds Friendly of your incapacity by telephone, email or post as soon as possible (using the contact details in section 31) and you must then send a claim form that you personally have completed and signed as soon thereafter as you reasonably can.

Alternatively, you can visit the Shepherds Friendly website at shepherdsfriendly.co.uk/help-and-support. By completing the claim form online, you can upload the necessary information for the Shepherds Friendly Claims team to assess your claim. At this point, they may ask for evidence of your earnings and your health, including medical records from your GP.

- 18.2 In order for Shepherds Friendly 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 Shepherds Friendly as explained in section 5.
 - 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 Shepherds Friendly with the evidence they request, and you must cooperate with their 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 Shepherds Friendly's satisfaction.

You must provide Shepherds Friendly with medical certificates. They will accept a medical certificate signed by yourself for the first seven days of your incapacity only. After the seventh day of your incapacity, you must provide Shepherds Friendly 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 Shepherds Friendly with your written consent or authorisation as may be necessary to obtain all medical records relevant to your claim. You must also provide them with any further medical information they ask for, and provide any consent or authorisation as may be necessary to enable them to make enquiries of, and consult with your doctor or other treating physician. In circumstances where Shepherds Friendly 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 Shepherds Friendly with such evidence as they 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 any consent or authorisation as may

be necessary for Shepherds Friendly to make enquiries 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 Shepherds Friendly 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 Shepherds Friendly 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 they may request from you which evidence your earnings over that period.

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

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

You must attend any further interviews or assessments with Shepherds Friendly's representatives, or any medical, employment or rehabilitation advisers who they instruct. If you refuse to attend an interview or assessment without a reasonable explanation, your application for Benefit will be suspended or (if in payment) your Benefit will stop, until you have attended.

If you fail to comply with any other reasonable requests made during the management of your claim, or if you do not provide accurate and complete information to Shepherds Friendly or their representatives, they 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.

Please note: All evidence that is provided to us will need to be in English.

18.3 You must also cooperate with Shepherds Friendly's monitoring of your claim.

- You must continue to provide Med3 medical certificates for all periods in respect of which you intend to claim. Shepherds Friendly may require that the Med3 is produced following a face to face consultation (not a telephone or internet consultation). If they 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, Shepherds Friendly will assume that you have returned to work. Your claim will end and you will no longer be entitled to Benefits.
- You must provide Shepherds Friendly with any proof of your continuing Incapacity they ask for, and provide any consent or authorisation as may be necessary for Shepherds Friendly 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 Shepherds Friendly with such other information and document, and such other reasonable assistance, as required.

18.4 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 Shepherds Friendly 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.

18.5 Although Shepherds Friendly will always act reasonably in investigating, assessing and monitoring your claim, they reserve the right to refuse a claim:

- Shepherds Friendly 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.

- Shepherds Friendly 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 them of this change, or any other significant change in your circumstances as you were required to do under your plan.
- Shepherds Friendly may not pay a claim where you have failed to provide the information that they have requested, or where you have failed otherwise to cooperate with them, in the investigation, assessment and monitoring of your claim.
- Shepherds Friendly 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 as explained in section 5.
 - 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.
- Shepherds Friendly will not pay a claim that they consider to be fraudulent. When Shepherds Friendly assess a claim, they rely on the information they are given. If you have deliberately or recklessly made untrue statements, or failed to provide us with an accurate and complete picture of your circumstances, Shepherds Friendly may refuse your claim or, if Shepherds Friendly have already paid sums to you, they may look to reclaim those sums from you and stop paying any further sums to you. Shepherds Friendly may also cancel the plan without refunding any premiums you have already paid.
- Shepherds Friendly will not pay a claim where they reasonably consider you have misled them.
- Shepherds Friendly 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).

- 18.6 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 Shepherds Friendly.
- 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.
- 18.7 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.

19 Helping you return to work

- 19.1 During a claim Shepherds Friendly's aim is to help you get better and return to work. If they think they can support you with your recovery by helping to pay for additional services or advice, such as physiotherapy or counselling, they will fund a referral to one of their nominated rehabilitation providers. The decision to fund this will depend upon your circumstances and the opinion of your doctor and Shepherds Friendly's medical and employment advisers. In cases of doubt, the opinion of Shepherds Friendly's advisers will be final. Shepherds Friendly will only agree to fund services provided in the United Kingdom.
- 19.2 You must provide Shepherds Friendly 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 a claim form and Shepherds Friendly have received all requested supporting documentation, they will consider offering this support regardless of your chosen Waiting Period.
- 19.3 If Shepherds Friendly agree to support your recovery prior to the acceptance of your claim, they will do this without prejudice to their investigation and assessment of your claim. Shepherds Friendly reserve the right to reject your claim, if there are grounds for doing so. Further details are set out in section 18.

20 Working Persons Benefit

20.1 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.

20.2 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, Shepherds Friendly 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.

20.3 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, Shepherds Friendly 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.

20.4 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 Shepherds Friendly will not exceed the Benefits to which you would have been entitled under the plan.

20.5 The Terms and Conditions applicable to Benefits are otherwise applicable to Working Persons Benefits.

21 House Persons Benefit

21.1 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.

21.2 Your chosen Waiting Period will still apply. Once this Waiting Period has expired, Shepherds Friendly 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.

21.3 Whether you are unable to perform three of the five ADLs without the assistance of another person is a question of fact. Shepherds Friendly will determine this question by reference to the medical evidence you provide and in consultation with any medical adviser who Shepherds Friendly 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 Shepherds Friendly's medical adviser will be final.

21.4 Otherwise, the Terms and Conditions applicable to Benefits are otherwise applicable to House Persons Benefits.

22 Subsequent claims

22.1 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.

22.2 Whether you have already made a claim in respect of the same physical or mental illness or injury is a question of fact. Shepherds Friendly will determine this question by reference to the medical evidence you provide and in consultation with any medical adviser who they may choose to instruct. In the event of a dispute, the opinion of Shepherds Friendly's medical adviser will be final.

22.3 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. Shepherds Friendly 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.

22.4 **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. Shepherds Friendly 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.

22.5 **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, Shepherds Friendly 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.

22.6 **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, Shepherds Friendly 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.

23 Career Break

- 23.1 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.
- 23.2 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 Shepherds Friendly to request a Career Break by telephone, email or post (please see contact details in section 31).
 - You must provide Shepherds Friendly with any information that they 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 Shepherds Friendly's attention who shall consider any such application at their discretion.

- 23.3 If Shepherds Friendly agree to your application for a Career Break:
- They 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 Shepherds Friendly agree to such cancellation. They may request your medical records at that stage to assist with their 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.
- 23.4 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.

24 Recovery of compensation

- 24.1 You must tell Shepherds Friendly 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. Shepherds Friendly may then write to you or the third party if they require further information.
- 24.2 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 Shepherds Friendly 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).

- 24.3 If you successfully recover any monies from another party in relation to payments made by Shepherds Friendly to you under this plan, you must repay Shepherds Friendly within 21 days of receipt. If the claim settles in full, you must repay Shepherds Friendly's 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 Shepherds Friendly in the same proportion as the global settlement bears to your total claim for damages against the other party.
- 24.4 If you do not repay to Shepherds Friendly such monies (and interest), they shall be entitled to recover the same from you and your plan may be cancelled.
- 24.5 Shepherds Friendly 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 them with all necessary documentation and information to enable them to make this calculation and assessment.

25 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, Shepherds Friendly shall be subrogated to all your rights of recovery and you will do whatever is necessary to preserve those rights and to assist Shepherds Friendly in exercising them, including executing and delivering such documents as they request, and performing such acts and doing such things as may be necessary or reasonably required by Shepherds Friendly for the purpose of enforcing those rights. You shall do nothing to prejudice Shepherds Friendly's rights of recovery.

26 How do Eleos handle any data they hold on you?

- 26.1 We need your information to provide you with quotations and underwrite your application. For full details and information about the type of personal data 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:
witheleos.com/legal/privacy-policy

27 How do Shepherds Friendly handle any data they hold on you?

- 27.1 Shepherds Friendly need your information to manage your plan, including underwriting and claims handling. Your information comprises all the details and information you provide to Eleos and Shepherds Friendly as requested and required under these Terms and Conditions and may include special categories of data such as health data. It includes information they obtain about you from third parties such as your employer, medical professionals, rehabilitation advisers, and other insurers. Shepherds Friendly will only collect and process the information they need so that they can provide you with the service and Benefits which you have contracted from them 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.
- 27.2 Shepherds Friendly keep your information secure and only use it for the purposes for which it was collected, including to provide you with information about the service and Benefits which you may want to buy, or have bought.
- 27.3 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 (shepherdsfriendly.co.uk/privacy-policy).

- 27.4 For full details and information about the information Shepherds Friendly collect from you, the purposes for which it is collected, how it is used and who it is shared with please refer to Shepherds Friendly's privacy notice which can be found online here: shepherdsfriendly.co.uk/privacy-policy. If you do not have access to a computer or cannot get online, you can obtain a copy of the privacy notice by contacting Shepherds Friendly on the contact details in section 31.

28 C cancelling the plan

- 28.1 You are entitled to cancel your plan at any time. If you wish to cancel, you may notify us (Eleos) of your decision in writing and we will notify the underwriter of the plan, Shepherds Friendly:

Email: support@witheleos.com

Phone: 0808 196 1113

Alternatively you may contact Shepherds Friendly directly by using the contact details in section 31.

The plan will end on the date Shepherds Friendly 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, Shepherds Friendly 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.

29 The law

- 29.1 This plan is governed in all respects by the laws of England and Wales.
- 29.2 If there is a change in the law, Shepherds Friendly have the right to adjust your plan and any Benefits payable to you in order to comply with the law.

30 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.

31 Contact Details

For more information please contact:

Eleos

Address: 71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ

Phone: 0808 196 1113

Email: support@witheleos.com

Website: witheleos.com/legal/income-policy-terms

Shepherds Friendly

Address: Haw Bank House, High Street, Cheadle, Cheshire, SK8 1AL

Phone: 0800 526 249

Email: info@shepherdsfriendly.co.uk

Website: shepherdsfriendly.co.uk

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