

# **Blueberry Life Insurance**

**Policy Wording** 



# **Blueberry Life Insurance**

The following pages together with the **policy schedule** and health and lifestyle questionnaire form the contractual terms of the life cover. These documents are legally binding between you (the **life insured**) and The Shepherds Friendly Society Limited (Shepherds Friendly), who are the insurer of the Blueberry Life insurance policy.

This policy meets the demands and needs of individuals who want a cash lump sum to be paid out if they die or are diagnosed with a **terminal illness**, that could be used towards paying off a mortgage or ease their family's financial worries. Note: this policy does not guarantee to clear any outstanding debt or liability.

As no advice or personal recommendation is given, you will need to read the policy wording carefully to make sure that the cover is suitable for your particular needs.

The words listed on page 5 of this document have specific meanings when they appear in the policy in bold text. It is very important that you refer to these specific meanings when you read the policy as the definitions will help you understand the **cover**. We have tried to make these meanings as clear as possible. If there is anything that **you** find difficult to understand within the **policy documentation**, please email **Blueberry Life** at <a href="mailto:mypolicy@blueberrylife.com">mypolicy@blueberrylife.com</a>.



# Welcome...

### to Blueberry Life insurance

### Why choose Blueberry Life insurance?

This product has been designed to:

- provide a one-off cash lump sum if the life insured dies during the cover period; or
- if the **life insured** is diagnosed with a **terminal illness** that is expected to lead to **their** death within the next 12 months; whichever occurs first.
- provide fixed premiums which won't change during the cover period.
- allow the life insured to choose level cover or decreasing cover; (explained in more detail below)

### Are you eligible?

To be eligible for this product at the start date the life insured must be:

- between 18 and 65 years of age (both inclusive); and
- a UK resident.

#### What types of cover are available?

There are two different types of **cover** available. The type of **cover** the **life insured** has selected will be shown in the **policy schedule**.

- Level cover –The cover amount and premium are fixed and remain the same throughout the cover period regardless of when the life insured passes away or suffers a terminal illness. The cover amount won't keep up with inflation and could be worth less in the future.
  - The **cover amount** can be used to help with ongoing household bills, provide a good standard of living for a family or pay off some or all of an existing mortgage.
- Decreasing cover With this type of policy the cover amount reduces over the cover period until
  it reaches zero. This type of cover is suitable if the financial support required reduces as time
  passes and is often used to cover the balance of a repayment mortgage or other types of debt.
  The amount by which the cover amount reduces is equal to an annual interest rate of 8%.

If you choose decreasing cover it is often used to help protect a repayment mortgage. Therefore, the amount of cover reduces roughly in line with the way a repayment mortgage decreases. You need to ensure that your amount of cover matches your outstanding mortgage. The policy may not completely pay off your outstanding mortgage, if:

- you change the mortgage you have in any way and you don't adjust your cover to match your new arrangements;
- the interest rate on your mortgage becomes higher than the rate applied to the policy.



### Contact Blueberry Life if you

- need help or clarification regarding the cover
- need to notify **us** of a change in circumstance
- have any questions about **your** policy



Email:

mypolicy@blueberrylife.com



Website:

www.blueberrylife.com



Address:

Blueberry Life, One Canada Square, London, E14 5AA

Calls may be recorded and monitored for training and quality purposes.



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## **Definitions**

In this policy the words listed below have the following specific meanings when they appear in 'bold' type with or without an initial capital letter:

#### **Attending Consultant**

Means an appropriately qualified medical specialist supervising the care of the **life insured**.

#### **Chief Medical Officer**

Means a qualified doctor employed or engaged by **us.** 

#### Cover

Means the benefits received under the policy in relation to the events detailed in the 'Your Cover' section.

#### **Cover Amount**

Means the amount **you're** insured for as shown in the **policy schedule**.

If you have chosen decreasing cover the cover amount will decrease each month from the start date by an amount equivalent to an annual interest rate of 8%.

#### **Cover period**

Means the period beginning on the **start date** and ending on the **expiry date**.

#### **Expiry date**

Means the date when **your policy** naturally ends as shown in **your policy schedule**.

#### Life insured

Means the person whose life is covered under this policy.

#### Personal representative

Means the executor, administrator, assignee, trustee or other person who is entitled by law to act on the **life insured's** behalf upon their death.

#### **Policy documentation**

Means the confirmation schedule, **policy** schedule, and policy terms and conditions that form the contract of insurance between the life insured and The Shepherds Friendly Society Limited.

#### Policy schedule

Means the schedule which shows the personalised features of the **life insured's cover** and which forms part of the policy.

#### **Premium**

Means the monthly payment the **life insured** needs to pay **us** for providing the **cover**.

#### Start date

Means the date **cover** starts under the policy which is detailed in the **policy schedule**.

#### Terminal illness

Means a definite diagnosis of the **life insured** being terminally ill confirmed by an appropriate medical specialist.

The following must also be met:

- There is no known cure, or the illness has progressed to the point where it cannot be cured; and
- In the opinion of the attending consultant and our Chief Medical Officer the illness is expected to lead to death within 12 months.

#### **Terms and Conditions**

Means the **terms and conditions** detailed in this policy document.

#### **UK resident**

Means the **life insured** must be living in the **UK** for at least 40 weeks in every 52-week period at the **start date**.

#### **Underwriting Process**

Means the process undertaken to evaluate the circumstances of the **life insured** through the completion of health and lifestyle questions, with the **premium** payable reflecting the risk to **us**.

#### United Kingdom (UK)

Means England, Scotland, Wales and Northern Ireland.

#### War

Means a situation in which two or more countries or groups of people fight against each other, regardless of any other contributing cause or event, such as:

invasion, act of foreign enemy, civil war, rebellion,



revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military intervention or usurped power.

#### we, us or our

Means The Shepherds Friendly Society Limited.

#### you or your

Means the owner of the policy who is legally entitled to receive the amount of **cover** when a valid claim is made. This may include trustee(s), assignee(s) or **personal representative**(s) (where appropriate) and may be the **life insured**.



# Making a Claim

To make a claim, contact us about the life insured's death or terminal illness as soon as you can. We can be contacted either by email, phone or in writing - please see below for contact details.

Before we can pay out the claim, we will need to receive a completed claim form together with certain information and proof to validate the claim. We will only ask for the information and proof we need to process a claim.

Examples of the type of information and proof we may require include:

- Proof of the life insured's age, for example a birth certificate if not provided during application;
- Proof of death e.g. an original death certificate or evidence of any fatal accident such as a coroner's report, police report, list of missing persons, airline passenger manifest,
- Proof of terminal illness e.g. report from the attending consultant who has diagnosed the life insured with a terminal illness;
- Proof of the right of the claimant to receive the cover amount e.g. grant of probate, will, trust deed, letters of representation or administration.

Check the Cover

Check the **policy documentation** to ensure the relevant **cover** is in place.

Get Ready Please have the policy number, life insured's home postcode and the reason for the claim ready.

Contact Us



blueberryclaims@shepherdsfriendly.co.uk



( Helpline number: 0161 495 6499

Opening hours:

9am to 5pm Mon - Thurs 9am to 4pm Fri



Claims Team, Shepherds Friendly Society, Haw Bank House, 2 High St, Cheadle, Cheshire, SK8 1AL



http://www.blueberrylife.com/claims



### **Your Cover**

#### 1. What the life insured is covered for

#### Death

If the **life insured** dies during the **cover period**, this policy will pay the **cover amount**, by way of a one-off cash payment.

#### Terminal illness

In the event that the **life insured** is **diagnosed** with a **terminal illness** during the **cover period**, **we** can pay the **cover amount** in advance of **the life insured's** death.

Claims will be accepted in the final year of the policy provided the **life insured's** life expectancy is less than 12 months even if the **life insured** outlives the policy term (e.g. diagnosis is received with 4 months to the expiry of the policy).

For decreasing cover, the claim is accepted at the date it meets the **terminal illness** definition and the claim amount is calculated at the value of the last monthly decrease as at that date.

No **terminal illness** claim can be made after the death of the **life insured**.

#### Cover type and amount

The **life insured** can choose level cover or decreasing cover (explained in more detail on page 3). The type of **cover** chosen will be shown in the **policy schedule**.

#### 2. What is not covered?

The cover amount will not be paid:

- If the life insured is diagnosed with a terminal illness that doesn't meet our definition.
- We will not pay out if the life insured reaches the end of the policy without making a valid claim.
- If the life insured dies due to an event which is directly or indirectly caused by war.
- The policy will be cancelled if within the first year of the policy, the life insured dies as a result of:
  - o Suicide, or
  - o Intentional and serious self-injury, or
  - An event where, in the reasonable opinion of our Chief Medical Officer, the life insured took their own life.

## 3. Minimum and Maximum Ages at the start of the policy

The **life insured** must be between the ages of 18 to 65 (inclusive).

#### 4. Cover amount

The amount payable under this **policy** is determined by the amount and type of **cover** selected, as stated in the **policy schedule**. The **cover amount** shall be paid as a one-off lump sum payment.

The minimum sum assured is £20,000.

The maximum amount of **cover** under this policy, must not exceed:

- £500,000 if the **life insured** is aged 18 to 40 on the **start date**; or
- £300,000 if the life insured is aged 41 to 50 on the start date; or
- £200,000 if the **life insured** is aged 51 to 60 on the **start date**; or
- £100,000 if the **life insured** is aged 61 to 65 on the **start date**.

We will only pay out the **cover amount** in the currency of the **UK**.

The life insured may not be covered for more than £5,000,000 across all life insurance policies held either individually or under a group scheme. The amount payable under this policy might be restricted if it is discovered **the life insured** has exceeded this limit.

#### 5. How long are you covered for?

The **life insured** can choose a **cover period** between 5 to 40 years subject to the **life insured** not being older than 90 years of age at the **expiry date.** 

#### 6. Where are you covered?

The **life insured is** covered anywhere in the world.

For a **terminal illness** claim the doctor/**attending consultant** has to be based in one of the following countries:

**United Kingdom**, Isle of Man, the Channel Islands, any of the countries of the European Union, Switzerland, Iceland, Norway, USA, Canada, Australia or New Zealand.



#### 7. Period of cover

The **cover** starts on the **start date** and will end on (the earliest of):

- The expiry of the cover period (as detailed within your policy schedule); or the earliest of:
- Payment of the cover amount upon death of the life insured; or
- Payment of the cover amount upon the life insured being diagnosed with a Terminal Illness; or
- Cancellation of this policy either by the life insured or by us in accordance with the 'Cancellation rights' paragraph of the General Conditions section; or
- o The policy has lapsed.

# 8. Who receives the cover amount when a claim is paid?

The cover **amount** upon death will be made to the **personal representative** to distribute according to the **life insured's** will. If there is no will, the rules of intestacy will apply. Please see <a href="https://www.gov.uk/inherits-someone-dies-without-will">https://www.gov.uk/inherits-someone-dies-without-will</a>.

If the **life insured** submits a claim for **terminal illness** and it meets **our** definition, the **cover amount** will be paid to the **life insured**.

If the life insured has placed the policy in trust or

it has been assigned, please refer to the section on trusts & assignments.

**We** will only pay out the **cover amount** in the currency of the **UK**.

#### 9. Will the cover amount be taxed?

The **cover amount** is usually free of all **UK** income tax and capital gains tax. If the **life insured** dies, **the** amount paid might be subject to inheritance tax, depending on the total value of the **life insured's** estate. For more info about this see: www.gov.uk/inheritance-tax.

If the **life insured** resides outside the **United Kingdom** at the time of a claim, the taxes of the country of residence could apply to the **cover amount** received (refer to Moving Abroad).

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# If Things Go Wrong

#### Our promise of service

Our goal is to give excellent service to all customers, but we realise that issues can arise on occasion. We take all our customers' concerns very seriously and aim to resolve all complaints promptly. We welcome your feedback and will strive to ensure that you receive the kind of service to which you are entitled

#### What will happen if you complain?

**We** will acknowledge receipt of **your** complaint promptly. **We** will aim to resolve all complaints as quickly as possible.

Most customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, **we** will contact **you** with and update and give **you** an expected date of response.

#### What to do if you are unhappy

If you are unhappy with any aspect of the sale or administration of your policy, please contact Blueberry Life on:



the Blueberry Life website: www.blueberrylife.com



or by email: <a href="mailto:mypolicy@blueberrylife.com">mypolicy@blueberrylife.com</a>



or you can write to them at: Blueberry Life, One Canada Square, London, E14 5AA

If you are unhappy about the policy or a claim, you can contact us in the following ways:



by email: blueberrycomplaints@shepherdsfriendly.co.uk



or you can write to us at:

Complaints Team, Shepherds Friendly Society, Haw Bank House, 2 High Street, Cheadle, Cheshire, SK8 1AL

Please note that **we** or Blueberry Life may record and monitor telephone calls for training and quality purposes.



### What to do if you are still not satisfied

If you are not satisfied, you may be able to refer your complaint to the Financial Ombudsman Service. This can be within six months of receiving the final response letter or after 8 weeks if a final response letter has not been sent to you.



Write to: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR



**Phone:** 0300 123 9123 from a mobile or 0800 023 4567 from a landline



Email: complaint.info@financial-ombudsman.org.uk



Website: www.financial-ombudsman.org.uk



## **General Conditions**

#### Paying your premiums

The **life insured** must pay **premiums** from the **start date** when these are due as shown in the **policy schedule**.

**Premiums** are payable monthly by direct debit. All direct debits need to be paid to **us** from a bank or building society in the **UK** in the currency of the **UK**.

The monthly **premium** collection date will be the day of the month that the **life insured** selected as their **start date**. If that falls on a date that doesn't occur every month (e.g. 31st) then the premium shall be collected on the last possible day of that month.

The **premium** is guaranteed not to change for the duration of the policy.

#### **Minimum Premium**

A minimum **premium** will be payable when the minimum **cover amount** is selected. The amount payable will depend on the chosen term.

#### Stopping your premiums

If at any time **the life insured** doesn't pay the **premium** when it is due, Blueberry Life will contact the **life insured** and allow 30 days for the payment of the outstanding **premium**.

If the **life insured** doesn't pay the **premium** for 2 monthly payments in a row, **the** policy will be cancelled, and no **premium** will be refunded.

Blueberry Life will let the life insured know if we cancel the policy due to non-payment of premium.

If the **life insured** is struggling to pay the **premiums**, please contact **Blueberry Life** via their website or by email to see how **we** can help to prevent this from happening.

If a claim is made during the **cover period** when **premium** remains due, **we** will deduct the unpaid **premium** from any **cover amount** paid.

A claim cannot be made if the event giving rise to the claim occurred outside the **cover period**.

#### Re-starting your policy

If the policy is cancelled because the **life insured** didn't pay the **premiums** within the periods set

out in the 'Stopping your premiums' of this 'General conditions' section, the **life insured** can request that **we** restart the policy. So that **we** can restart the policy, the **life insured** will need to pay **us** all of the unpaid **premiums** and complete a declaration that their health hasn't changed. If the **life insured** needs to restart the policy, please contact Blueberry Life.

The policy can be reinstated up to 90 days after a policy has lapsed. After 90 days, the policy cannot be reinstated. Please note if the **life insured's** health has changed, **we** might be unable to reinstate the policy.

#### Premium refunds and cash-in value

The policy has no cash-in or surrender value. In the event of any overpayment of **premium**, **Blueberry Life** will refund any such overpayment.

#### **Cancellation rights**

The **life insured** has a 30 day 'cooling off' period after the **start date** of the policy during which the **life insured** can change their mind.

If the **life insured** cancels within this period, **we** will refund any **premiums** the **life insured** has paid, and the policy will be deemed to have been cancelled from the **start date** and a claim cannot be submitted.

The **life insured** can still cancel the policy at any time after the 'cooling off' period ends, but **we** won't refund any **premiums**.

As cancelling the **policy** will end the **cover** provided, the **life insured** should be certain that the life **cover** is no longer needed.

To cancel the policy contact Blueberry Life on: email: mypolicy@blueberrylife.com or

write to: Blueberry Life, One Canada Square, London, E14 5AA

We can only cancel your policy:

- If the life insured hasn't paid all the premiums that are due as explained in the 'Stopping your premiums' paragraph of this 'General Conditions' section; or
- For the reasons provided in the 'Information

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the life insured has given us' section.

#### Information the life insured has given us

We will ask the **life insured** questions during the application process and may also request additional information from the **life insured** in order to assess the application and offer a policy. The **life insured** must take care when answering any questions and ensure that all information provided is accurate and complete.

If the **life insured** (including any agent acting on their behalf) deliberately or recklessly provides inaccurate information, **we** may cancel the policy and refuse to pay the **cover amount**. In these circumstances, Blueberry Life may not refund any **premiums** the **life insured** has paid.

If the **life insured** (including any agent acting on their behalf) carelessly provides inaccurate information, **we** shall be entitled to amend the policy to reflect the terms that **we** would have offered had the accurate information been provided during the application process.

This may mean that:

- We cancel the policy and return all premiums the life insured has paid – if we would not have issued the life insured with a policy had the accurate information been known; or
- We make changes to the policy terms and conditions to reflect the terms and conditions that would have applied had the accurate information been known and we will treat the policy as if it had been issued on these amended terms and conditions.

The answers the **life insured** gave during the application process will be sent to the **life insured** at the same time as the **policy schedule**.

If any of these answers are not correct, the **life insured** must immediately inform **us** of the correct information as this could affect **the cover**.

#### **Policy changes**

If the **life insured's** circumstances change, the **life insured** needs to contact **us**. For example, if the **life insured** moves house.

We may change the terms & conditions at any time. In such an event we will give the life insured 30 days' notice and we will highlight the changes so that it's clear what is changing and how it may

## affect the **life insured**. Moving Abroad

If the **life insured** moves abroad, **we** recommend that they obtain independent advice in relation to this policy on the tax consequences of changing their country of residence. **We** are not responsible for any adverse tax consequences that may arise regarding the **life insured's** policy, or any payments made under the policy as a result of the **life insured** changing their country of residence.

If the **life insured** moves to another country outside the **UK**, **the** policy may no longer be suitable for the **life insured's** needs. **UK** laws or the local laws and regulations of the country to which the **life insured** moves to may impact their ability to continue to operate their policy in line with these **terms and conditions**.

If the **life insured** moves abroad, they will need to continue to pay the **premium** from a bank or building society in the UK in the currency of the **UK** 

### Can changes be made to the product cover amount or term?

Amendments may be requested by contacting **us** by email at <a href="mailto:mypolicy@blueberrylife.com">mypolicy@blueberrylife.com</a>.

Amendments will be granted at the sole discretion of Shepherds Friendly and may result in changes to the **terms and conditions** of the **life insured's** policy.

#### Trusts and assignments

The **life insured** may want the **cover amount** to be paid to a specific person or company on the **life insured**'s death. The **life insured** can do this by transferring the policy to one or more people or to a company. Transfers can be done by way of assignment or by placing **the** policy into trust.

It is the **life insured's** responsibility to ensure that **their** policy is assigned or placed in trust in a way that is effective and legally valid. The **life insured** may want to take independent advice before doing this.

#### **Power of Attorney**

The policy can be taken over by Power of Attorney.

#### **Governing Law**



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 **you**, 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. Unless otherwise agreed, the **terms and conditions** and other information relating to this policy will be in English. information relating to this policy will be in

English.

### Large print, Braille, audio material

In order to make **our** documentation accessible, **we** are able to provide **you** with **our** literature in audio, large print or Braille. Please contact Blueberry Life if any of these services are required.



# Legal

#### **Data Privacy**

Shepherds Friendly will be a data controller in respect of any data it processes in relation to the underwriting of the life insurance and management of any claims. For full details and information about the data collected from you, the purposes for which it is collected, how Shepherds Friendly use it, and who Shepherds Friendly share it with please refer to Shepherds Friendly's privacy notice which can be found online here:

www.shepherdsfriendly.co.uk/privacy-policy

You can contact the Data Protection Officer at Shepherds Friendly by writing to Shepherds Friendly Society Limited, Haw Bank House, High Street, Cheadle, Cheshire, SK8 1AL or email: dataprotection@shepherdsfriendly.co.uk

Blueberry Life Limited will also be a data controller in respect of any data it processes in relation to policy administration. Full details of how Blueberry Life Ltd will process data and your data protection rights are available at: <a href="http://www.blueberrylife.com/privacy">http://www.blueberrylife.com/privacy</a>

**You** can contact the Data Protection Officer at Blueberry Life Ltd by writing to: Data Protection Officer, Blueberry Life Ltd, One Canada Square, London, E14 5AA or email:

enquiries@blueberrylife.com

#### **Fraud**

#### If we detect any fraud:

- **We** shall not pay the claim.
- **We** shall not pay any other claim, which has been or will be made under the policy.
- **We** may at **our** discretion declare the policy void.
- We'll look to recover from you the amount of any claim already paid under the policy.
- We shall not make any return of the premium.
- We'll inform the police and other appropriate authorities or share this information with the Insurance Fraud Investigators Group (IFIG) or other Fraud authorities.

Fraud includes but is not limited to:

If **you** make a claim under the policy knowing it to be false or fraudulently exaggerated in any way.

If **you** make a statement in support of a claim knowing it to be false in any way.

If you submit a document in support of a claim knowing the document to be forged or false in any way.

If you make a claim in respect or for any loss or damage caused by your wilful act or with your involvement.

### The Financial Services Compensation Scheme (FSCS)

If we are unable to meet our liabilities under this policy, you may be entitled to compensation from the FSCS. Further information can be obtained from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU or by visiting the FSCS website at www.fscs. org.uk or telephoning FSCS on 0800 678 100 or 020 7741 4100.

#### **Shepherds Friendly Financial Position**

**We** want to provide you with clear information about Shepherds Friendly's financial position. **We** publish our Solvency and Financial Condition Report on our website:

https://www.shepherdsfriendly.co.uk/about/reports-and-accounts/

In it you will find more details about the Shepherds Friendly business and company performance. This report is provided annually and will be available up to 5 years from date of publication. Upon request Shepherds Friendly can also provide you with a printed copy of the report (however this must be requested within 2 years from publication) but please allow 20 working days for receipt.

### **Shepherds Friendly**

Shepherds Friendly is a trading name of The Shepherds Friendly Society Limited which 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. FS Registration Number 109997.

#### **Blueberry Life Ltd**

Blueberry Life Ltd is an appointed representative

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of Gateway Platform Services Limited for Insurance Distribution activities. Gateway Platform Services Limited is authorised and regulated by the Financial Conduct Authority (No. 790558). FCA ref: 982132