Breathing Space Terms and Conditions

Paying you a regular income while you're too ill or injured to work

The Terms and Conditions of your Breathing Space policy

Breathing Space is Income Protection provided by British Friendly Society





It feels good to be covered

All the details about how your Breathing Space policy works

If you're unable to work due to an *illness or injury*, Breathing Space pays you a regular weekly or monthly *income* while you recover. These Terms and Conditions explain in detail what you can expect from us and what we need from you in return. Along with them, you'll also have a Policy Summary, which gives you an overview of the key points, and a *Policy Schedule*. Your *Policy Schedule* confirms the choices you've made to tailor your cover to you, as well as the cost of your cover, and any *special terms* or *higher premiums* applied to your policy. We encourage you to take the time to read and understand these documents.

Please take the time to read through this document.

To help, we have signposted certain key information with the following symbols:



Important information

Indicates important information we've highlighted about your policy



Useful information

Indicates helpful information that you may find useful



Examples

Indicates examples which clarify how certain features of your policy work

Breathing Space at a glance

- Pays you an *income* while you're *too ill or injured* to work. By '*too ill or injured*', we mean unable to do the main tasks of your *occupation*, you lose some or all of your *income* because of this, and you're not doing any other paid or unpaid work.
- ✓ You can choose a monthly income between:
 - a minimum of £541 a month, and
 - a maximum of £1,250 a month.
- You can choose from our options how long you want to wait before your first benefit payment this waiting time is your 'deferred period'.
- ✓ Pays you weekly or monthly into your chosen bank account or directly to your mortgage lender.
- Can pay a valid claim weekly or monthly for a maximum of 1, 2 or 5 years at a time.
- Covers you for a minimum of 5 years until you're the age you choose which can be any age from 50 to 70.
- Lets you choose cover that increases each year to keep up with the cost of living, with the option to pause increases.
- ✓ Charges premiums that go up each year as you get older.
- ✓ You can ask us to make changes to your policy whenever you want, as long as those changes are allowed by your Terms and Conditions.
- You can make some changes without having to answer any more questions about your health and lifestyle.
- There's no limit to the number of times you can claim and you can claim more than once for the same *illness or injury*. But there are some restrictions.
- Gives you the option to add Fracture Cover as an additional benefit at an extra cost.
 - You can read more about Fracture Cover in section 13.

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Get in touch

We want to help. So if you have any questions or need to make a claim, here are all the ways you can contact us.



Call

For general information:

01234 358 344

To make a claim:

0800 975 6565



Write

For general information or to make a claim:

Registered Office:

British Friendly Society Limited

45 Bromham Road, Bedford MK40 2AA



Email

For general information:

enquiries@britishfriendly.com

To make a claim:

claims@britishfriendly.com



Go online

For general information:

britishfriendly.com

To make a claim:

members.britishfriendly.com/make_a_claim/

1. Applying for a Breathing Space policy

1.1 Who can apply?



To apply, you'll need to be all of these things:

- ✓ A UK resident (excluding the Isle of Man and the Channel Islands), and have been for the last 2 years.
- Registered with a UK GP for the last 2 years with access to your medical records for at least the last 2 years.
- ✓ Aged 18 to 59.
- A UK taxpayer with a UK bank or building society account.
- Employed or self-employed and not planning to retire within the next 5 years.
- Actively at work, fit enough to do all the duties of your occupation, and not working in any of our excluded occupations

1.2 How we assess your application

When you apply for your policy, or ask to make certain changes to it, we assess your application. To help us do that, we need some specific information. This will include information on your current health, lifestyle, *occupation*(s), medical history, family history, any *medical conditions* you have, and other relevant factors.

We use this information to assess whether we can insure you, what cover we can provide for you, and how much you'll pay each month, known as your *premium*.

You must take care to answer all our questions carefully, honestly, and to the best of your knowledge. If you don't, we may cancel your policy, reject your claim or not pay your claim in full. If you're not sure whether any details are relevant, give us those details anyway.

We might also ask you to allow us to contact your *doctor* for a medical report, and to take some medical tests. We'll pay any medical fees involved. Your *doctor* must be a qualified, registered GP, consultant or specialist in the UK. We may specify the type of medical practitioner you'll need to see.

If you don't give us the information we need, or refuse to take any tests we ask for, we won't be able to process your application.



We may also ask you for:

Evidence of your address and identity – this helps us fight fraud and meet anti-money laundering regulations.



If there are any changes to your health, *occupation*(s), family history, country of residence or any other relevant factor while we're processing your application, you must tell us straight away before your policy starts.

1.3 Special terms and higher premiums

There may be some illnesses and injuries we might not be able to insure you for. Or we might be able to insure you, but only if you agree to pay a *higher premium*. If this is the case for you, it will be confirmed in your *Policy Schedule*. We will have spoken to you and/or your adviser about this before you took out Breathing Space. Your *Policy Schedule* will show you whether you have *special terms* and/or pay a *higher premium*.



How we review special terms and higher premiums

If your policy has any **special terms** and **higher premiums**, but the circumstances or **medical condition** they're based on no longer apply, you can ask us to review this. For a **medical condition**, you must be symptom free and no longer having any ongoing treatment for that condition. Where there's a cost, unless we agree otherwise, you'll need to pay for any medical evidence we may need from your **doctor** as part of the review. We'll discuss with you:

- The type of medical evidence we're likely to need for a review.
- How much it's likely to cost to gather this evidence.
- Whether a review is likely to lead to us removing **special terms** or **higher premiums**.

2. The options Breathing Space gives you

When you take out Breathing Space your adviser helps you tailor your cover to suit your needs. We confirm your chosen options in your *Policy Schedule*, the document that sets out your personal cover. It's possible to make changes – there's more information about this in **sections 3 and 4**.

These are all the options Breathing Space gives you.

Option 1:

How much benefit you get when you're too ill or injured to work

More information in section 2.1

Option 2:

How long you get your benefit for when you're too ill or injured to work

More information in section 2.2

Option 3:

Whether your benefit payments stay the same or increase each year with the cost of living

More information in section 2.3

Option 4:

How long you wait for your first benefit payment (this is your 'deferred period')

More information in section 2.4

Option 5:

When your policy ends

More information in section 2.5

2.1 How much benefit you get when you're too ill or injured to work

Your *benefit* is how much we pay you when you're *too ill or injured* to work. The minimum *benefit* Breathing Space can pay is £541 a month. The *maximum benefit* Breathing Space can pay is £1,250 a month. It's up to you to choose the amount of *benefit* you think you need or can afford.

2.2 How long you get your benefit for when you're too ill or injured to work

For each valid claim you make, Breathing Space can pay you benefits for one of the following claim periods:

- Up to 1 year at a time
- Up to 2 years at a time
- Up to 5 years at a time

There's no limit to the number of times you can claim but there are some restrictions. There's more information about this in **section 8**. Your *Policy Schedule* will confirm which claim period you chose.

2.3 Whether your benefit payments stay the same or increase each year with the cost of living

You have two options:



Level Cover

Benefit payments that stay the same for the whole of your policy. We call this 'level cover'.

With this option, your *benefit* payments will stay the same for the whole of your policy. Your benefits won't keep up with the cost of living, so they may be worth less in the future than they are now.

If you choose 'Level cover':

- Your premiums will go up each year as you get older. We call these age-costed guaranteed premiums. You'll have the certainty of knowing how much they go up by each year this will be set out in your Policy Schedule.
- You cannot pause, stop or adjust these age-based increases to your premiums.



Increasing Cover

Benefit payments that go up each year with the cost of living. We call this 'increasing cover'.

If you choose 'increasing cover', your benefit payments will go up each year with the cost of living.

Your age-costed guaranteed premiums will increase each year in line with inflation and as you get older. We call these 'inflation-linked age-costed guaranteed premiums'. Your premiums will increase based on RPI, a measure of inflation, and your age. We explain this in more detail below.



For inflation-linked *premiums*: We use the *Retail Price Index (RPI)* to measure inflation and the maximum increase we'll apply is 10%. If the inflation rate is a minus figure, we won't reduce your *premiums* or your *benefit* payments. Instead, they'll stay the same for that year.

You can pause, adjust or say no to inflation-linked increases at any time. For example, if the inflation-linked increase is going to be 5%, you can adjust it to just 3% if that's better for you. You may be able to go over the *maximum benefit* (currently £1,250 a month) if the *RPI* increases to your policy takes you over the *maximum benefit* level.

You can pause inflation-linked increases up to 3 times. You can also remove these increases completely, so you have '*level cover*'. But if you then wanted to reinstate the inflation-linked increases, we will have to ask you more questions about your health and lifestyle.

We will always tell you in advance about any increases

There will be no increase to your *premiums* in the first 12 months of your policy. After this, we'll write to you each year to let you know how much your *premiums* will go up. If you've chosen '*increasing cover*', we'll also tell you how much your benefit payments will go up. We'll do this about 30 days before your '*policy anniversary*' date. This is the date your policy started. Then the increase will start on your *policy anniversary* date.

We'll notify you of any *premium* changes in line with our Direct Debit guarantee.

2.4 How long you wait for your first benefit payment (this is your 'deferred period')

You may have built up savings that you can rely on to start with or you might get sick pay from your employer when you're first off work. The longer you wait for your first benefit payment, the lower your *premiums* are likely to be. The amount of time you choose to wait between when you're first off work and when we pay you your *benefit* is called your '*deferred period*'. Your *deferred period* can be 1, 4, 8, 13, 26, or 52 weeks.



An example of how your deferred period works in practice

If your *deferred period* ended on the 25th of April and you had chosen a monthly payment, your first payment would then be made on the 25th of May.

2.5 When your policy ends

Your policy will run until your chosen age as shown in your *Policy Schedule*. This can be any age that falls between your 50th and your 70th birthday as long as it's at least 5 years away when you apply. This is because 5 years is the shortest policy length we offer.

3. Changes you can make to your policy

You can ask us to make changes to your policy at any time – just get in touch using our contact details at the front of this document.

For some changes, we'll need to ask you to answer more questions about your health and lifestyle. But for others, we won't – you can see which changes this applies to in the table below.

What you can do	Will the premiums be higher or lower?	Will there be more health, financial or lifestyle questions?
Reduce your benefit (as long as it's not lower than the minimum benefit of £541 a month)	Your <i>premiums</i> are likely to be lower.	No
Extend your deferred period , so you wait longer for your first benefit payment		No
Get your benefit for a shorter length of time		No
End your policy sooner (as long as your total policy length isn't shorter than 5 years)		No
Increase your benefit (as long as it's not more than the maximum benefit of £1,250)	Your premiums are likely to be higher. Or we could decide to add some special terms to your policy.	Yes
Reduce your deferred period , so you wait less time for your first benefit payment	We'll need to agree to these changes. Your policy will need to have at least 5 years left to run, and you'll still need to be eligible for Breathing Space, based on the list in section 1.1 . You won't be able to make these changes while you're <i>too ill or injured</i> to work, or if you're behind with paying your <i>premiums</i> or not paying your <i>premiums</i> .	Yes
Get your benefits for longer		Yes
End your policy later (as long as you haven't applied to change your end date more than twice before)		Yes

We'll always be fair and reasonable about any changes you want to make to your policy. However, there may be instances when we cannot make them. We'll tell you if this is the case, and you'll have the right to cancel your policy and stop paying any more *premiums*.

If we make the change you've asked for, we'll let you know if there are any changes to the price of your cover and/or Terms and Conditions when we're processing your change.

4. Increasing your benefit when your life changes

In **section 3** we explain that if you want to increase your **benefit**, we'll usually need to ask you more questions about your health and lifestyle. But, there are 5 instances, or life changes, in which you can increase your **benefit** without having to answer any more questions about your health. We'll just ask you to send us some proof.

We call these 'guaranteed insurability options'. Your premiums will go up in line with your extra benefits. We'll send you an updated Policy Schedule to show these changes.

The 5 life changes, and the proof we'll need from you, are in the table below.

Life changes	The proof we'll need
You get married or form a civil partnership	The marriage/civil partnership certificate
You have or legally adopt a child	The birth/adoption certificate
You take out or increase a mortgage on your main home	A mortgage offer letter or mortgage statement
Your rent goes up on your main home or because you've moved	A rental agreement letter
If you're employed, you get a pay rise	A letter from your employer confirming your pay rise, or a recent payslip



You'll need to meet a few conditions

You don't have to increase your benefit for these life changes. But if you do want to increase it, you'll need to:

- Have 5 years left to run on your policy.
- Apply for the increase within 3 months of the life change happening.
- Be aged under 55.
- Keep your same **deferred period**, or, if you want to, extend your **deferred period** the only thing you can't do is reduce it.
- Keep your policy end date the same.
- Not be ill or injured, claiming benefit, in a deferred period or behind with your premiums.
- If you have **special terms** on your policy, there may be times where we can't apply the increase. This is at our discretion.

The amount you can increase your benefit by

There are limits for how much you can increase your amount of **benefit** by. The total of all the increases you make can't be more than 50% of the original amount of cover shown on your **Policy Schedule**. The least you can increase your **benefit** by is £10 a week - subject to a **maximum benefit** amount we'd pay of £1,250 a month. The increasing cover option will not apply to any **additional benefit** approved under this section.

Event	Increase limits	Maximum age
You get married or form a civil partnership	Up to 50% of the original amount of cover shown in your <i>Policy</i> Schedule	54
You have or legally adopt a child	Up to 50% of the original amount of cover shown in your <i>Policy Schedule</i>	54
You take out or increase a mortgage on your main home	 The increase in your mortgage payments; or 50% of the original amount of cover shown in your <i>Policy Schedule</i> Whichever is lower 	54
Your rent goes up on your main home or because you've moved	 The increase in your rental payments; or 50% of the original amount of cover shown in your <i>Policy Schedule</i> Whichever is lower 	54
If you're employed, and you get a pay rise	 The increase in your salary; or 50% of the original amount of cover shown in your <i>Policy Schedule</i> Whichever is lower 	54



If you pay a *higher premium* on your policy, the same *higher premium* will still apply. If you have *special terms* on your policy, there may be times where we can't apply the increase. This is at our discretion.

5. Paying for Breathing Space

5.1 How we work out your starting premiums

You pay us a regular amount each month – your monthly **premiums**. The way we work out your **premiums** won't change over the life of your policy. However, starting **premiums** vary from person to person.



We base your starting premium on:

- Your age.
- Your current health, lifestyle and medical history.
- The amount of **benefit** you want to get.
- The **benefit period** selected.
- The length of time you choose to wait for your first payment. We call this your **deferred period**.
- The end date you choose for your policy.

You'll find information about how your *premiums* increase in section 2.3.

5.2 How we collect your premiums

We collect your *premiums* by direct debit from your bank account each month. You can choose which day of the month you want to pay. This can be any day between the 1st and the 28th. If this date falls on a weekend or Bank Holiday, we'll collect your *premium* on the next working day.



- If you don't pay your premiums for more than 7 days
 - If you become too ill or injured to work, we'll only start paying your benefit from the date your premiums are up to date.
- If you don't pay your premiums for 4 months

We'll try to collect your *premiums* on your *premium* collection date in month 5. If we still can't collect them successfully, your policy will automatically lapse. You then have 30 days to reinstate your cover by answering some health and lifestyle questions. This may mean we might not be able to offer you the same cover as we did before. If we are still able to offer you cover, you'll need to bring any outstanding *premiums* up to date.

If you don't reinstate your cover within 30 days, we'll cancel your policy. You won't get any money back and you'll lose your cover. You'll need to reapply for any cover you need and we'll need to assess your application again in the way we've set out in **section 1.2** of these Terms and Conditions.

5.3 When you don't have to pay any premiums

- When we're paying your benefit (waiver of premium)
 - As soon as we start paying your *benefit*, you stop paying us *premiums*. We call this 'waiver of premium' and we apply it automatically. You won't need to pay your *premiums* again until your *benefit* payments stop. You'll still pay *premiums* during your *deferred period*, the time between when you're first too ill or injured to work and when we start paying you your *benefit*. You can find out when and how we pay your *benefit* in section 7.

 You won't need to pay Breathing Space *premiums* either if we're paying you back-to-work support payments. This is when you can go back to work, but you're earning less than before, so we top up your *income* with *benefit* payments. You can find out more about this in section 7.3.
- If you've added optional *Fracture Cover*, but are claiming on your main Breathing Space policy, we'll stop collecting the portion of your *premium* that applies to *Fracture Cover* and you will still be able to claim on *Fracture Cover*.
- When you take a break from paying your premiums (premium holiday)
 We call this a premium holiday. It means you can stop paying your premiums for up to 6 months at a time. Once you tell us you want to take a premium holiday, we'll let you know if we agree, and what the start and end dates will be. You can cancel a premium holiday any time before it starts. But, once it's started, you can only cancel it if we agree.
- If you've added optional *Fracture Cover*, we'll apply the *premium holiday* to both your main Breathing Space policy and your *Fracture Cover*.



- You can take as many premium holidays as you want, as long as they don't add up to more than 24 months in total over the whole of your policy.
- If you take a *premium holiday*, followed by another one less than 6 months later, we'll treat it as a continuation of the earlier one. Both together can't add up to more than 6 months.
- You won't be able to claim any benefits during a premium holiday.
- You won't be able to change your cover during a premium holiday.
- We won't collect any premium payments from you during a premium holiday.
- If you're behind with your premium payments when you apply for a premium holiday, you won't be able to take it until you premiums are up to date.
- You'll need to have paid at least 12 full months of premiums before you can apply for a premium holiday.

At the end of the premium holiday, you have three options:

- 1. If your *premium holiday* was less than 4 months, you can start paying your *premiums* again and reinstate your *benefit* at the previous levels without answering more questions about your health.
- 2. If your *premium holiday* was more than 4 consecutive months, you'll need to complete a medical questionnaire to let us know whether there's been any change in your health since the *premium holiday* started. We'll then confirm whether or not we can reinstate your policy before you start paying your *premiums* again.
- 3. Cancel your policy.

5.4 If your date of birth is wrongly recorded

- We'll correct any premium amounts that are based on your age.
- We'll collect any premiums you've underpaid or refund any premiums you've overpaid.

6. Claiming your benefit

6.1 What being too ill or injured to work means

This means that you are unable to do the main tasks of your *occupation* due to an *illness or injury* that causes you to lose some or all of your *income*, and you're not doing any other paid or unpaid work.

We decide whether you're too ill or injured based on the medical evidence we ask for. We discuss this evidence with our medical adviser – a registered medical practitioner or health professional we've appointed.

6.2 Telling us you're ill or injured and asking for a claim form

If you are, or expect to be, too ill or injured to work, let us know as soon as possible by calling, emailing or writing to us. The sooner you get in touch with us, the sooner we can start gathering all the information we need to assess your claim and pay your benefit promptly. Please let us know even if you have a long deferred period or aren't sure you'll still be off work at the end of your deferred period. We might be able to arrange treatment or services to help you get better, get back to work and continue working.

If your deferred period is 8 weeks or less

You must let us know you need to claim within 1 month of the start of your absence from work. If you don't, we may not be able to pay your claim or may only be able to pay your benefit from the date you notified us of your claim.

If your deferred period is more than 8 weeks

You must let us know within 2 months of the start of your absence from work. If you don't, we may not be able to pay your claim or may only be able to pay your benefit from the date you notified us of your claim.

6.3 Sending us a completed claim form plus the documents we need

Once you've told us about a claim, we'll send you a claim form. You'll need to send back the completed claim form, along with any other documents we ask for, as soon as possible so we can assess your claim and pay you without delay.



What medical evidence we'll need to see

Along with your claim form, we'll need a *medical certificate* signed by your *doctor*. This is signed, written confirmation from your *doctor* that you're *too ill or injured* to work at your *occupation*. Photocopies are fine. After the first 7 days of your *illness or injury*, you must send us a *medical certificate* covering each day of your *illness or injury* for the whole time you're getting *benefits*. We won't be able to pay you for any day that's not covered by a *medical certificate*. So we don't have to suspend your *benefits*, make sure we get each new *medical certificate* within 14 days of the old one ending. We may extend this by another 14 days in exceptional circumstances. For instance, if your health severely worsens, or you have to go into hospital.

We may also need extra medical evidence to support your claim. This might come from a number of different sources, including:

- Your doctor or treating specialist.
- Your employer.
- A nurse telephone assessment arranged by us.
- An independent medical examination arranged by us.
- Other third parties.



What proof of income we'll need to see

Along with your claim form, you'll need to send us proof that you had an *income* before you became *too ill or injured* to work. We don't look at your level of *income*. This proof of *income* could be:

- Recent bank statements
- If you're employed
 We'll need to see printed payslips and a P60 from the most recent tax year.
- If you're self-employed
 Your most recent HM Revenue and Customs Tax calculation and Self Assessment, plus a copy of your accounts relating to the most recent tax year. We might also need to get in touch with your accountant for more information.
- If you're a salaried director of a limited company
 Printed payslips, a P60 and a copy of the company accounts sent to HM Revenue and Customs from the most recent tax year. We might also need to get in touch with your accountant for more information.

6.4 How we assess your claim

Once we get your claim form, we assess whether your *illness or injury* means you are unable to do the main tasks of your *occupation*, causing you to lose some or all of your *income*. We also check you're not doing any other paid or unpaid work. We base our assessment on medical evidence. Depending on your claim, this might include things like a report, *medical certificate* or investigations from your *doctor*, or information from your employer. If there's any doubt, the opinion of *our medical adviser* will be final.



We'll need to:

- See evidence that you're under the care of a doctor, and that you're following all the treatments and investigations your doctor recommends.
- Be happy that you're taking all reasonable steps to help your recovery.
- Know that you've investigated suitable treatments. We might ask if we can contact your doctor for a medical report, or ask you to take more tests, including being examined by our medical adviser. We'll pay for any extra medical investigations or tests we ask you to take when we're assessing your claim.
- Assess your claim regularly while we're paying your benefit. We might ask you for updates on your illness or injury, or ask one of our authorised representatives to visit you and interview you in your home. We may also ask you to give us further information or take part in further investigations or tests. And we may ask you if we can contact your doctor for a medical report, or if we can approach your employer or other third party for extra information we think is relevant to your claim.

If you don't agree to any reasonable requests we make, we can refuse to process your claim and we can suspend any payments you're already receiving. If you still don't agree to our requests after 14 days, we won't be able to pay you any more **benefits** for the rest of the time you're off work.

There are some instances in which we wouldn't pay your claim – you'll find these in section 9.

7. Paying you your benefit

7.1 How we pay your benefit

We'll pay your **benefit** into your bank or building society account. Or, in line with our **mortgage payment option**, we can pay it directly to your mortgage lender if your mortgage is residential and on your main home. This must be in the UK and be the home you currently live in, or spend most of your time living in. We can pay you every week or every month – it's your choice.

7.2 When we start paying your benefit

We will start paying your benefit after the end of your **deferred period**. This could be 1, 4, 8, 13, 26 or 52 weeks. Your **Policy Schedule** shows what your **deferred period** is.



Once we accept your claim, we'll start paying your **benefit** weekly or monthly in arrears. We'll do this once your chosen **deferred** period is up.



Here is an example:

- You choose a deferred period of 8 weeks and to get your benefit payments paid weekly.
- We pay you on the first day of week 10 (after your 8 week deferred period + 1 week in arrears).

We pay your **benefit** in arrears as long as we've received the medical evidence we need in support of your claim. We might also ask you to send us specific extra medical information.

7.3 Back-to-work support payments

Your *illness or injury* might mean you can't go back to your pre-incapacity *occupation* full-time, and have to go back to it part time or in a reduced role. Or it could mean you have to take on a new *occupation* due to your illness or injury that pays you less than you were earning before your claim. If any of these things happen, we can still pay you a reduced amount of *benefit* once you're back at work. We call these 'back-to-work support payments'. You won't have to pay any *premiums* while you're getting back-to-work support payments.

We might also be able to arrange treatment and services to help you get back to work.

7.4 If you're on parental leave when you become too ill or injured to go back to work

If you get ill or injured while you're on maternity or paternity leave and can't go back to work when you were planning to, we might still be able to cover you. We assess whether your *illness or injury* means you are unable to do the main tasks of your *occupation* you'll return to after your parental leave and whether this will cause you to lose some or all of your *income*. We base our assessment on medical evidence. If you meet the criteria to claim when your parental leave ends, we'll treat the first day of your *illness or injury* as the start of your *deferred period*. We'll treat the day you were planning to go back to work as the beginning of your claim period.



Here's how it works:

If your parental leave is a full year, 52 weeks, we'll look to start paying you **benefits** from the day after those 52 weeks. If you've already been ill or injured for the length of your **deferred period**, your **deferred period** will not apply. We'll need medical evidence to show us how long you've been ill or injured for.

We'll pay you the **benefit** amount you've chosen, as long as you can give us proof that you had an **income** before starting your leave. We will not look at your level of **income**. You can find out more about the proof of income we might need to see in section 6.3.

7.5 If you have a terminal illness

Hopefully it will never happen, but if you're *too ill or injured* to work and according to your *doctor*, you meet our definition of a *terminal illness*, your *deferred* period won't apply.

If the opinions of your **doctor** and **our medical adviser** differ, we reserve the right to base our final decision on the opinion of **our medical adviser**.

7.6 When we stop paying your benefit



We'll keep paying your benefit until one of the following happens:

- The end of your 1, 2 or 5 year benefit period, whichever applies.
- Your policy end date.
- You no longer meet our definition of being too ill or injured to work.
- You no longer have a loss of income.
- You cancel your policy.
- Any agreed back-to-work support payments end.
- You die.
- You're living abroad and you reach the end of the time we'll pay your benefits for. We explain this in more detail in section 10.

7.7 If we pay you too much



This might happen because of a mistake or because you were able to go back to work sooner than expected. If it does, you'll need to pay back the overpayment within 30 days of us asking you to. If you don't, we reserve the right to charge you interest on what you owe us. We'll base this on the Bank of England base rate over the period of time that you owe the money to us.

If someone deliberately withholds information, provides false information, or lies to us in their application, at any point during the lifetime of the policy or when making a claim, we'll cancel the policy and won't refund any of the money they've paid (the *premiums*).

We will refuse to pay any claim made if we've had to cancel the policy for any of these reasons.

7.8 If you're receiving other benefits

Any other benefit payments you receive during your *illness or injury* won't affect the *benefit* payments you get from Breathing Space. However, your Breathing Space payments may affect the amount of benefit you get from other sources. You should contact your other providers to check.

8. Claiming again after you go back to work

You can claim more than once for the same *illness or injury* and there's no limit to the number of times you can claim But there are some restrictions.

The restrictions that apply when you claim more than once

- If you need to claim for the same illness or injury after getting benefits for the full 1, 2 or 5 years
 Before you can claim again for the same illness or injury, you must have been back at work for at least 26 continuous weeks without your illness or injury recurring. You'll need to wait for your chosen deferred period before your first payment.
- If you need to claim for the same illness or injury after going back to work before the 1, 2 or 5 years are up

 If you need to claim again for the same illness or injury within the following 26 weeks, your deferred period won't apply. We'll pay you straight away. We'll treat your subsequent claim period(s) as a continuation of the first. We add these periods together when we work out how long to pay your benefit for. If you need to claim again after 26 weeks have passed, then your deferred period will apply and we'll treat this as a new claim.
- If you need to claim again, but for a different illness or injury You'll need to have gone back to work. We'll treat this as a new claim, and you'll have to wait until your chosen deferred period ends before we can make your first payment.

When we decide whether you're claiming again for the same *illness or injury* or a different one, we look at all the medical evidence. If there's any doubt, we take the opinion of *our medical adviser*.



You may have to go back to your pre-illness or injury **occupation** part time or in a reduced role, or take on a new **occupation** that pays you less than you were earning before your claim. If any of these things happen, we may be able to pay you a reduced amount of **benefit**, known as back-to-work support payments, once you're back at work. **You can find out more about these in section 7.3.**

9. When we wouldn't pay your benefit



- During your deferred period, unless you've been diagnosed with a terminal illness (see section 7.5). You'll only get payments if your illness or injury lasts longer than this. For example, if your deferred period is 4 weeks, you'll only get benefits if you're ill or injured for more than 4 weeks. Your benefits will start from week 5 of your illness or injury.
- If you've made a fraudulent application or claim.
- If you claim for a pre-existing medical condition that you should have told us about but didn't. A pre-existing medical condition is an illness or injury or symptoms of an illness or injury you had before your policy started or when you applied to change it even if you had not yet seen a doctor to discuss it.
- If you claim for an illness that we've excluded. If there are any, they'll be on your *Policy Schedule* under *special terms*.
- If you claim for an injury that resulted from an excluded activity. If we've excluded certain activities, they'll be on your *Policy Schedule* under *special terms*.
- If you were working in an excluded **occupation** when you took your policy out.
- If you haven't paid your premiums or are on a premium holiday.
- If you're unemployed, made redundant, a student, a house person or retired.
- If you're doing any other paid or unpaid work, except as described in section 7.3.
- If you don't give us your consent to process your personal information in relation to your claim when we ask for it.

10. If you move abroad

We might be able to pay your claim if you suffer an illness or injury while outside of the UK, as long as:

- You were a UK resident when you took your policy out, in line with our policy eligibility conditions.
- Local regulations allow us to do this.
- We've agreed with you in advance, and in writing, that we can insure you in that country.

The medical evidence you give us must be supplied by a medical professional who meets our reasonable requirements and will need to be in English. You'll also need a UK bank or building society account that we can pay your **benefit** into.

If you live in an *EU* country where we're able to insure you, or in one of the following countries, states, territories or dependencies, we can only pay *benefits* for up to 2 years unless you move back to the UK:

If you're living permanently or temporarily anywhere else in the

Andorra

Iceland

Norway

Australia

Isle of Man

Switzerland

Canada

Liechtenstein

San Marino

Channel Islands

Monaco

USA

Gibraltar

New Zealand

Vatican City

If you're living permanently or temporarily anywhere else in the world, we can only pay your claim for up to 26 weeks unless you move back to the UK. If you've claimed *benefits* before while you were living outside the UK, we'll add your earlier claim periods together when we work out the maximum length of time we can continue to pay you for.

11. What you should do after you buy Breathing Space



- Review your policy regularly to check that it still meets your needs.
- Tell us as soon as possible if:
 - You change your address.
 - You move outside the UK.
 - You become unemployed or a full-time student without an *income*.
 - You retire.
 - You've been claiming **benefit** but are now fit enough to return to work, or your condition has changed.
- If your circumstances change, get in touch with us or contact your *financial adviser* so you understand your options. You don't need to tell us if you change your *occupation* even if it's to one we don't cover. Our *occupation promise* means we'll still cover you, and at the same rate.

12. Cancelling your policy

12.1 If you decide to cancel

You can cancel your Breathing Space policy at any time. If you've added *Fracture Cover*, you can also cancel it at any time and keep your Breathing Space policy. But if you cancel your Breathing Space policy, your *Fracture Cover* will also end.

To cancel your policy, just fill in the cancellation notice that comes with your policy documents and send it back to us. Post it to British Friendly Society Limited, 45 Bromham Road, Bedford MK40 2AA or email it to **enquiries@britishfriendly.com**.

If you cancel your policy within 30 days of your policy starting or of receiving your policy documents, whichever is later, we'll refund any *premiums* you've paid in full. If you cancel later than this, you won't get back any *premiums* you've paid.

If you cancel your policy, then change your mind, we can reinstate your policy within 30 days of the date you cancelled. We'll need you to answer a few questions about your health and lifestyle and you'll need to bring any outstanding *premiums* up to date.

12.2 When we can cancel your policy



We reserve the right to cancel your policy or change it if:

- You make a false or misleading statement, or don't give us all the relevant facts when you apply for a policy, make changes to it or make a claim.
- You make a fraudulent claim for instance, you're working and claiming benefit at the same time.
- You haven't paid your *premiums* for 4 months in a row.
- You were working in an occupation we don't insure when your policy started.
- You go to prison.
- You become unemployed.
- You're living outside the UK and local regulations do not allow us to insure you in that country.
- You unreasonably refuse to comply with your obligations under these Terms and Conditions.

If we cancel your policy, your cover will end immediately and you won't be able to claim **benefits**. You won't be entitled to any refund of **premiums** or payment under the cancelled policy. Any **benefits** being paid will immediately stop and, if we've paid you **benefits** incorrectly, then we have the right to ask you to repay them.

If we suspect or identify fraudulent activity, we'll share information with the police, other insurers and similar bodies.

13. Adding optional Fracture Cover at an extra cost

This section only applies to you if you've added Fracture Cover to your policy.

13.1 What is Fracture Cover?

Fracture Cover is an additional benefit you can add to Breathing Space for an extra cost. It will pay you a lump sum if you suffer one of 18 specific fractures. The amount you can claim depends on the location of the fracture.

13.2 Who can add Fracture Cover, and when?

You can add Fracture Cover when you take out Breathing Space. You cannot add it after you've taken your Breathing Space policy out.

For more information on who can take out a Breathing Space policy and how we assess applications, see section 1 of these Terms and Conditions.

13.3 What happens when you add this extra cover

Your Policy Schedule will show whether you have taken out Fracture Cover and it will also show the premiums you pay.

Unlike your Breathing Space *premiums*, the *premiums* you pay for *Fracture Cover* will stay the same for the life of your policy. The amounts we pay out will also stay the same for the life of your policy. We'll collect your *premiums* for *Fracture Cover* at the same time, and in the same way, we collect your *premiums* for Breathing Space. You'll find all the details in section 5.2.

You won't need to pay your *Fracture Cover premium* while you're receiving benefit payments under your Breathing Space policy, but you can still claim under *Fracture Cover*. There's more information on this in section 5.3.

If you decide to take a *premium holiday*, this will apply to your Breathing Space policy and your *Fracture Cover*. You cannot make a claim for your Breathing Space policy or *Fracture Cover additional benefit* while on a *premium holiday*. You can find out more about premium holidays in section 5.3.

If your Breathing Space policy ends, so will your *Fracture Cover*. It can't be standalone cover.

13.4 The fractures we cover and the amounts we'll pay

Fracture Cover will pay you a lump sum if you suffer one of the following fractures. If you have more than one of these fractures at the same time, we'll pay for whichever one has the highest claim amount.

The fractures we cover	The amount we'll pay
Skull (open)	£6,000
Skull (closed)	£4,000
Cheekbone	£1,500
Jaw	£3,000
Shoulder blade	£2,000
Collar bone	£1,500
Sternum	£2,000
Rib	£1,500
Arm (including elbow)	£3,500
Vertebrae	£2,500
Pelvis	£2,500
Wrist	£2,000
Hand (excluding fingers and thumbs)	£1,500
Upper leg	£6,000
Knee	£6,000
Lower leg	£4,000
Ankle	£2,500
Foot (excluding toes)	£2,000

13.5 Claiming under Fracture Cover

- You need to claim under Fracture Cover within 8 weeks of your fracture being diagnosed.
- You can claim only once in any *policy year*.
- You'll need to complete a claim form and show us medical evidence confirming full details of the fracture from your doctor or hospital who diagnosed it.
 We may need further medical evidence to confirm the fracture.
- Claiming under Fracture Cover won't affect the other benefits on your Breathing Space policy.
- There's no waiting period for payment but we'll only pay out if the fracture happens at least 7 days after your Fracture Cover start date.
- You can claim under Fracture Cover alone. Or, if your fracture means you're too injured to work, you may be able to claim on your main Breathing Space policy as well. You can find out more about claiming on Breathing Space in section 6.
- Once we have all the information we need, we'll make a decision as quickly as possible. If we agree to your claim, we'll pay the lump sum amount for your fracture into your bank account.



13.6 When you wouldn't be covered We won't pay a claim under Fracture Cover if:

- You suffered a fracture during the first 7 days of your cover, or your fracture happened before your cover started.
- You get a fracture while taking part in any of the following:
 - Mountain boarding, parkour, cliff jumping, coasteering or base jumping.
 - Gaelic football, hurling, rugby or shinty.
 - Horse riding.
 - Martial arts, boxing or cage fighting.
 - Motor car or motorcycle sport.
 - Mountaineering, rock climbing, abseiling, caving or potholing.
 - Off-road mountain biking or BMX biking.
 - Private flying, gliding, paragliding or parachuting.
 - Skiing or snowboarding.

- Your fracture is classed as a fatigue, stress, hairline, avulsion/ chips or micro fracture.
- Your fracture is due to osteoporosis or a medical procedure,
- Your fracture is due to self-inflicted injury.
- You haven't paid your *premiums* or you're currently on a premium holiday.
- You've made a fraudulent application or claim.
- You were working in an excluded occupation when you took your policy out.
- You're unemployed, made redundant, a student, a house person or retired.
- You don't give us your consent to process your personal information in relation to your claim when we ask for it

We may or may not be able to pay your claim if you move abroad. You can find out more about this in section 10.

13.7 When your Fracture Cover will end

- When your Breathing Space policy ends.
- If you, or we, cancel either your Fracture Cover or your Breathing Space policy.
- If you stop paying your *premiums*.
- If you die.

13.8 Cancelling your Fracture Cover

You can cancel your *Fracture Cover* at any time. But if you do cancel it, you can't add it back in later on.

You can cancel your Fracture Cover and keep your Breathing Space policy. But if you cancel your Breathing Space policy, your Fracture Cover will also end.

See section 12 for more information about cancelling your Breathing Space policy.

14. The legal side of things

14.1 Your benefit is tax free

Under the UK's current tax rules, we can pay your *benefit* free of income tax and capital gains tax. We can do this as long as you pay your *premiums* from your personal taxable *income* and not a corporate account. This might change if the government changes the rules around tax in the future.

You can't claim your *premiums* as an expense for tax purposes.

14.2 Your policy has no cash value

It's not a savings or life insurance product. It won't pay you a lump sum when it comes to an end or if you die.

14.3 We'll communicate with you in English

All your policy documents will be in English. And when we write to you, we'll use English.

14.4 If we change your Terms and Conditions

The information in these Terms and Conditions was correct when we issued them. We might need to change them to correct any mistakes, if it's fair and reasonable to do so, or if there are changes to:

- The laws, regulations or codes of practice they have to comply with.
- The way we operate and run policies of this kind.
- How the life and pensions industry operates.
- The technology that underpins the life and pensions industry.

We'll always aim to give you at least 30 days' notice of any changes. Sometimes, we have to make changes immediately. If we do, we'll let you know within 30 days of making the change.

14.5 If you have a complaint

We hope you're always happy with your policy and our service. But if you're not, please call us on **01234 358 344**, email **complaints@britishfriendly. com** or write to us at **45 Bromham Road, Bedford MK40 2AA**. We'll do all we can to sort things out.

We'll write to you to acknowledge your complaint within 5 business days and pass it on to the relevant team to investigate. Within 8 weeks, you'll either get a final answer or we'll ask you for more details. If we're unable to resolve your complaint to your satisfaction, or haven't resolved it within 8 weeks, you have the right to refer your complaint to the Financial Ombudsman Service (FOS) free of charge in the following ways:



Go online

financial-ombudsman.org.uk/contact-us



Call

0800 023 4567



Email

complaint.info@financial-ombudsman.org.uk



Write

Financial Ombudsman Service Exchange Tower, London E14 9SR

Registering a complaint with the FOS won't affect your legal rights.

If you'd like to know more about how we handle complaints, ask us for a copy of our Complaints Handling Procedure.

Your legal rights won't be affected if you complain.

14.6 What would happen if we couldn't pay you

In the unlikely event that the *Society* becomes insolvent, you may be entitled to compensation from the Financial Services Compensation Scheme. You can contact the Financial Services Compensation Scheme in the following ways:



Go online

fscs.org.uk/



Call

0800 678 1100



Write

Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY

14.7 You can't transfer your policy to someone else Your policy is personal to you.

14.8 How we use your personal information

We collect and use your personal information to manage your policy and to operate our business. This includes:

- Confirming your identity and taking steps to prevent fraud.
- Checking the information you provide.
- Processing your application.
- Processing your claims.
- Answering your questions and investigating any complaints.

Our privacy policies contain a full explanation of how we use your personal information. You can find our policies at **members.britishfriendly.com/ privacy-policy/**. If you'd like us to send you a copy of our privacy policies, please call, email or write to us. If you have any questions on our privacy policies, please call, email or write to us. You'll find our contact details at the start of these Terms and Conditions.

14.9 All payments will be in sterling

The *premiums* you pay us, and the *benefits* we pay you, will be in pounds sterling.

14.10 Helping us recover the cost of a claim from a third party

Like most insurance companies, we have a legal right to 'step into your shoes' to bring legal claims against a third party whose actions or negligence caused you to claim under your policy. This right is called 'subrogation'. You agree to provide us with all the information we reasonably ask for when we look to exercise our subrogation rights.

14.11 The laws that apply

The laws of England and Wales apply to your policy. Legal claims relating to your policy will only be dealt with by the courts of England and Wales.

14.12 Our rights

Nothing we do or say, or that's done or said on our behalf, waives our rights under this policy unless we specifically say so.

14.13 Third party rights

Your policy does not give any rights to anyone except you and us.

14.14 You must cooperate with us

When we reasonably ask you to, you must cooperate fully with us in relation to your policy. This includes providing us with information and documents.

14.15 You must make sure the information you give us is correct and not misleading

If you later realise or suspect that information you have given us was incorrect or misleading, you must tell us as soon as possible.

14.16 Who we're authorised and regulated by

We're authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered No: 110013. Incorporated under the Friendly Societies Act 1992. Registered No: 392F. Member of the Association of Financial Mutuals.

14.17 Solvency and Financial Condition Report

Each year we publish a Solvency and Financial Condition Report which provides an overview of our financial position, how we're governed and our financial performance, among other things. You can find our Solvency and Financial Condition report on our website at members.britishfriendly.com/about-us/society-information/

15. Definitions of the policy terms we use

Additional benefit

An extra benefit that you decide to add to your main policy benefits, and which you pay an extra premium for.

Benefit

The amount we pay you when you're too ill or injured to work. Your Policy Schedule will show the amount of benefit you've chosen to get. It may increase each year in line with the cost of living, if you've chosen increasing cover.

Benefit periods

The length of time Breathing Space pays you a regular income for if you're too ill or injured to work. You can choose from 1, 2 or 5 years.

Day 1

The first day, in your doctor's opinion, that your illness or injury means you're unable to do the main tasks of your occupation.

Deferred period

The amount of time you choose to wait between the first day you're too ill or injured to work and when we pay you your benefit. You choose how long your deferred period will be and we show what it is on your Policy Schedule. We start paying your benefit 1 week or 1 month in arrears when your deferred period is over. See section 7.2 for more information.

Doctor

A qualified, registered GP, consultant or specialist in the UK. We may specify the type of medical practitioner you'll need to see.

EU

The Member States of the European Union. You can find a list of them at gov.uk/eu-eea

Financial Adviser

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

Fracture Cover

An additional benefit you can add to your Breathing Space policy for an extra cost. It will pay you a tax-free lump sum in Pound Sterling if you suffer one of 18 specific fractures.

Guaranteed insurability option

The option to increase your benefit when certain events happen without having to answer any more questions about your health. These events include getting married, having a baby or increasing your mortgage. Your premiums will go up as well. **You'll find all the details in section 4.**

Higher premium

Means we'll accept your application if you agree to pay more each month. We'll show this on your Policy Schedule.

Illness or injury or too ill or injured

When you are unable to do the main tasks of your occupation due to an illness or injury that causes you to lose some or all of your income and you're not doing any other paid or unpaid work.

Income

Your income could be any of the following:

- Employed income: your personal income from your employment, before tax. It's made up of your gross annual earnings and any P11D benefits (known as 'benefits in kind').
- Self-employed income: your personal income from your business, before tax. It's made up of your gross annual earnings from your business, less any amount allowable as expenses against income tax. In other words, it's your annual share of pre-tax profits from your occupation or occupations.
- Income from company dividends: this includes taxable income you receive from your business in the form of company dividends. The dividends must:
 - Be paid from your annual profits after tax. If the dividends are higher than your profits after tax, then they don't reflect your profits in that year. Where this is the case, we'd base your income on your annual profits after tax.
 - Be paid direct to you, in place of regular wages or salary, in the 12 months immediately before you became too ill or injured to work.
 - Be in line with the regular wages or salary allowed by the trading position of the company paying you.
 - Stop when you become too ill or injured to work.

We do not include any income from savings or investments.

Increasing cover

An option you can choose that pays you benefits that go up each year in line with the cost of living.

Level cover

Pays you benefits that stay the same for the whole of your policy.

Maximum benefit

The maximum amount of benefit you can be paid.

Medical certificate

Signed, written confirmation from your doctor that you're too ill or injured to do the main tasks of your occupation. Photocopies are fine. We might also ask you to send us specific extra medical information in certain circumstances.

Medical condition

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

Mortgage payment option

We can pay your benefit directly to your mortgage lender if your mortgage is residential and on your main home. This must be in the UK and be the home you currently live in, or spend most of your time living in.

Occupation

This is your current occupation(s) that pays you your income.

Occupation promise

You don't need to tell us if you change your occupation.

Our authorised representative

One of our employees, our Medical Adviser or any other person we authorise to act on our behalf.

Our medical adviser

A registered medical practitioner or health professional that we've appointed.

Policy anniversary

The anniversary each year of the date your policy started.

Policy end date

The date that your policy, and your entitlement to benefit and Fracture Cover, ends.

Policy Schedule

The document that confirms the choices you've made to tailor your cover to you, as well as the cost of your cover, and any special terms or higher premiums applied to your policy

Policy year

This runs from the policy start date (shown in your Policy Schedule) until the day before the policy anniversary.

Premium

The amount you pay us each month to maintain your cover. This is outlined in your Policy Schedule and includes all the costs of administration, underwriting, claims, selling expenses, commission and fees for any medical information that we may request. There are different types of premium you can pay as explained in section 2.3.

Premium holiday

Allows you to take a break from paying your premiums for up to 24 months. You can find out how it works in section 5.3.

Retail Prices Index (RPI)

The Retail Prices Index issued by the Office for National Statistics. It measures the average change over time in the prices we all pay for a range of goods and services. These include housing costs, such as council tax and mortgage interest repayments, as well as things like food, clothes and petrol.

Society/We/Us/Our

British Friendly Society Limited.

Special terms

Specific exclusions (if any) that we apply to your policy if there are any illnesses, injuries or activities we won't cover you for. Special terms mean we won't cover you for:

- A medical exclusion: we will not insure, and you will not be able to claim for, a particular medical condition or a particular part of your body; and/or
- An excluded activity: we will not insure, and you will not be able to claim for, any injuries or illnesses you get as a result of a particular activity. If any special terms apply to you, we'll list them in your Policy Schedule. You can find out more about special terms in **section 1.3**.

Terminal illness

A definite diagnosis by the attending consultant of an illness that satisfies both of the following:

- An illness that either has no known cure or has progressed to the point where it can't be cured,
- and which, in the opinion of the attending consultant and our Medical Adviser, is expected to lead to death within 12 months.

Waiver of premium

As soon as we start paying your Breathing Space benefit, you stop paying us premiums. We call this 'waiver of premium' and we apply it automatically.

You/your

The person named on the Policy Schedule.

British Friendly Society Limited

Registered Office:

45 Bromham Road, Bedford MK40 2AA

Telephone:

01234 358344

Email:

enquiries@britishfriendly.com

Web:

britishfriendly.com



It feels good to be covered

British Friendly Society Limited is incorporated under the Friendly Societies Act 1992. Registered Office: 45 Bromham Road, Bedford MK40 2AA. Registered No. 392F. It is a member of the Association of Financial Mutuals. British Friendly Society Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority Ref: 110013.

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