

# LEVELLER RULES

## HELLO

This document contains the information you need to know about your life insurance. The **Leveller Rules** together with the information you provided during application (**Leveller Truths**) - forms the **Leveller Agreement** the legal contract between you and DeadHappy.

You should read this document carefully to make sure our life insurance meets your needs. We know there are a lot of words in here - we've tried to make it really easy to understand, but if you get stuck, please just give us a shout (or send us an email to [help@deadhappy.com](mailto:help@deadhappy.com)).

Policies are provided and administered by Dead Happy Ltd and underwritten by Shepherds Friendly who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (no. 109997).

# ORDER OF SERVICE

HELLO	1
ORDER OF SERVICE	2
THE MOMENT OF TRUTH	4
When I die, who can make a claim and how do they do it?	4
What information is needed to actually payout?	4
BEING DEAD HAPPY	5
Who is insured?	5
The agreement	5
When won't we payout?	5
THE DEVIL & THE DETAIL	6
How much will we payout?	6
How much does it cost?	6
How long will the life insurance last?	6
Is there an age limit?	6
Does it matter where I live?	7
Does it matter where I die?	7
Who gets the payout when I die?	7
Will my payout be taxed?	7
What happens if I have a hatchback?	7
JUST THE DETAIL	8
How do I change my life insurance?	8
How do I cancel my life insurance?	8
How can I reactivate my life insurance?	8
Can you cancel my life insurance?	8
The information you give us	8
What happens if I move abroad?	9
Can these rules change?	9
IF YOU GOT A PROBLEM?	10
Yo, we'll solve it.	10
LEGAL GUMPH	11
Who are we?	11
DeadHappy	11
Shepherds Friendly	11
What we do	11

What we don't do	11
What fees do we charge?	11
Your information	11
How do I know if I can trust DeadHappy with my data?	12
How do I know if I can trust Shepherds Friendly with my data?	12
Power of Attorney	12
Governing Law	12
Large print, braille, audio material	12
The Financial Services Compensation Scheme (FSCS)	12
Shepherds Friendly's financial position	12
What does that mean?	14
attending consultant	14
payout	14
legal representative	14
leveller agreement	14
leveller truths	14
monthly cost	14
term	14
terminal illness	14
UK	14
UK resident	14
you or your	14

# THE MOMENT OF TRUTH

## When I die, who can make a claim and how do they do it?

If you die (or are diagnosed with a terminal illness), anyone can start a claim by emailing DeadHappy at [help@deadhappy.com](mailto:help@deadhappy.com), or by clicking the live chat button on their website, or by calling us on 0116 350 0134.

DeadHappy will ask them (or you) for your name, date of birth, and address, who they are, and if needed, their relationship to you. Someone from DeadHappy will let the person making the claim (or you) know if we need anything else.

## What information is needed to actually payout?

Firstly, we'll need to know your name, date of birth, and address to check if your life insurance is valid.

We'll then need proof of your death, or confirmation that you have been diagnosed with a terminal illness.

We may need to ask for medical information from your GP, so it's super important that you check and ensure you give us correct and accurate information during your application, otherwise the payout amount might have to be reduced, or in some cases your life insurance might have to be cancelled. A situation neither of us want.

# BEING DEAD HAPPY

## Who is insured?

You are. Just you.

## The agreement

If you die, your payout will go to your legal representative, and your life insurance with us will come to an end.

If you are diagnosed with a terminal illness (that meets our definition) your payout will go to you, or your legal representative, and your life insurance with us will come to an end.

A claim will be accepted in the final year of your life insurance provided your life expectancy is less than 12 months.

## When won't we payout?

We won't payout if:

- You're still alive (even if you try to fake your own death)
- You've already claimed for a terminal illness that meets our definition; we will only pay out once
- Your death is caused by suicide in the first 12 months of your life insurance becoming active (this includes all deaths caused by intentional self-inflicted injury).
- You didn't give honest answers to the questions we asked when you applied for our life insurance.
- You give us the wrong information or withhold information from us at any time.
- You're diagnosed with a terminal illness that doesn't meet our definition.
- You do not keep up your payments and miss a payment for more than 30 days.

Please note: Our life insurance has no cash value, and we won't payout if you reach the end of the life insurance without making a claim.

# THE DEVIL & THE DETAIL

## How much will we payout?

The payout amount is determined by the amount you chose during your application. Details of this can be found in your **Leveller Agreement**.

The minimum payout is £10,000, but the maximum payout of this life insurance is:

- £750,000 if you were aged 18 to 40 when your life insurance started; or
- £500,000 if you were aged 41 to 50 when your life insurance started; or
- £300,000 if you were aged 51 to 60 when your life insurance started; or
- £150,000 if you were aged 61 to 65 when your life insurance started

The payout won't change for the duration of your life insurance (unless of course you decide to level up or down). Remember, if the cost of living goes up in the future, your payout may not go as far as you hoped it would, so you should regularly check if your payout still meets your needs.

## How much does it cost?

The monthly cost of life insurance varies as it's based on a number of variables:

- The payout amount,
- The length of the agreement,
- Your age,
- The risk (based on your answers during the application)

## How long will the life insurance last?

The life insurance will last for a fixed number of years from the date it becomes active. The duration must be a minimum of 5 years, but no more than 40 years.

Your life insurance will end:

- At the end of the duration (as shown in your **Leveller Agreement**); or
- If you die; or
- If a claim is paid as a result of your death; or
- If you've successfully claimed for a terminal illness; or
- If the life insurance is cancelled (by you or us); or
- If you stop paying

## Is there an age limit?

You need to be between 18 and 65 to take out life insurance with us, but you can't be older than 70 when the life insurance comes to an end - basically the older you are the shorter the duration of the agreement can be.

## Does it matter where I live?

You need to be a UK resident and have lived in the UK for the last 12 months.

## Does it matter where I die?

It may matter to some, but geographically speaking your life insurance will be active anywhere you are in the world.

## Who gets the payout when I die?

- If you have a will, then your payout will go to the executors/(s) who will distribute it as specified in your will.
- If there is no will, then this thing called 'intestacy laws' apply. Your payout will go to the 'administrator'. Their job will be to distribute the payout according to the law.
- If you make a claim for terminal illness (which meets our definition), the payout amount will be paid to you, or your legal representative.

For more information on intestacy laws see <https://www.gov.uk/inherits-someone-dies-without-will>

## Will my payout be taxed?

Your payout is usually free of all UK income tax and capital gains tax

If you die, your payout might be subject to inheritance tax, depending on the total value of your estate. You may be able to reduce this if you put your life insurance in a suitable trust.

For more info on this see [www.gov.uk/inheritance-tax](http://www.gov.uk/inheritance-tax)

If you live outside the UK when you die, the taxes of the country of residence could apply to the payout amount.

## What happens if I have a hatchback?

It's OK... your estate isn't car related. Your estate is basically everything owned by you when you die.

Your estate may be made up of: your possessions (including property), and any money, both cash and money in a bank or building society account.

As a rule of thumb, if you calculate the value of everything you own, and then take away the value of everything you owe, you get to the value of your estate.

# JUST THE DETAIL

## How do I change my life insurance?

Changes to your details (e.g., payment details, email address) or any other changes (e.g., smoking status, payout amount) please email us at [help@deadhappy.com](mailto:help@deadhappy.com)

## How do I cancel my life insurance?

You can cancel your life insurance at any time. There are no fees or penalties. Email DeadHappy at [help@deadhappy.com](mailto:help@deadhappy.com)

- If you cancel your life insurance within the first 30 days, then it will end immediately, and a full refund will be given.
- If you cancel after the first 30 days, no refund will be given. Instead, your life insurance will end at the next payment date and no further payments will be taken.
- You can't make a claim once your life insurance has been cancelled.

## How can I reactivate my life insurance?

If your life insurance was cancelled in error or because of a failed payment you have 90 days from the cancellation date to reactivate your life insurance email us at [help@deadhappy.com](mailto:help@deadhappy.com) and we'll update your payment details.

All payments missed will need to be paid before your life insurance can be reactivated.

## Can you cancel my life insurance?

We can only cancel your life insurance:

- if you haven't paid all the monthly payments due; or
- as a result of providing us with incorrect information.

## The information you give us

During your application, you were asked a number of questions. If you (including any person acting on your behalf) carelessly provided inaccurate information, we are entitled to amend the life insurance to reflect the agreement we would have reached had the accurate information been provided.

This may mean:

- We cancel the life insurance and return all payments you have paid – if we would not have reached an agreement had the accurate information been known; or
- We reduce the payout amount to reflect the higher payments that would have applied had the accurate information been known; or



- We make changes to the life insurance rules to reflect the rules that would have applied had the accurate information been known and we will treat the life insurance as if it had been issued on these amended rules

The information you provided us during the application will be sent to you at the same time as the life insurance agreement. If any of this information is not correct, you must immediately inform DeadHappy of the correct information as this could affect your payout.

If you provide wrong or inaccurate information, we might have to cancel your life insurance and may not pay the payout amount in the event of a claim. In these circumstances DeadHappy may not refund any payments you have paid.

## What happens if I move abroad?

If you move abroad, you need to consider whether this life insurance still meets your needs. All payments will need to continue to be paid from a bank or building society in the UK.

We recommend that you obtain independent advice in relation to this life insurance on the tax consequences of changing your country of residence. We are not responsible for any adverse tax consequences that may arise in respect of this life insurance and/or any payments made under the life insurance as a result of you changing their country of residence.

If a payout is made outside the UK, then arrangements for such transfers must be made at the legal representative's own expense.

If you move to another country outside the UK, the life insurance may no longer be suitable for your needs. UK laws or the local laws and regulations of the country to which you move may impact your ability to continue to keep your life insurance active in line with our rules.

In the event of a terminal illness claim you can be living anywhere in the world, but your doctor/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.

## Can these rules change?

Yes, they could. We may change them at any time, but we'll let you know when we do, usually by email. We'll highlight the changes so that it's clear what's changing and how it may affect you.

# IF YOU GOT A PROBLEM?

Yo, we'll solve it.

If you're not happy, we're not happy. If you have any issues or concerns about the service you've received around the administration of your life insurance, please email DeadHappy at [help@deadhappy.com](mailto:help@deadhappy.com) or click on the live chat button on their website and they will do their very best to help and get resolved.

If after submitting a claim you have a problem, please contact us at Shepherds Friendly by calling 0800 526 249 or writing to: Haw Bank House, High Street, Cheadle, Cheshire, SK8 1AL. Alternatively you can email [deadhappycomplaints@shepherdsfriendly.co.uk](mailto:deadhappycomplaints@shepherdsfriendly.co.uk)

If you're still not happy, you can refer your complaint to the Financial Ombudsman Service (your legal rights are not affected). For more details you can visit their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

# LEGAL GUMPH

## Who are we?

Life insurance is provided and administered by DeadHappy Ltd, and underwritten with claims administered by Shepherds Friendly

### DeadHappy

DeadHappy is a trading name of DeadHappy Ltd, authorised and regulated by the Financial Conduct Authority, number 788583. Registered Office: Unit 1, Creative Mill, 64 Mansfield Street, Leicester, England LE1 3DL  
Registered in England & Wales, number 628324.

### 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.

## What we do

DeadHappy is an insurance intermediary whose permitted business is providing & arranging insurance contracts. DeadHappy will set up and manage your life insurance, take payments, issue your documents, and deal with any queries you might have.

Life insurance is underwritten by Shepherds Friendly who also administer claims.

## What we don't do

We won't give you any recommendation or advice (we can't; we're not legally allowed to). But we will give you all the information you need to make a decision about whether or not our life insurance is suitable for your needs.

## What fees do we charge?

None. We'll arrange your life insurance with the insurer on your behalf and you don't pay us a fee for doing this. Instead, the insurer pays us a commission for setting up the life insurance.

## Your information

To be able to provide you with life insurance, we need to know certain things about you.

Legal people call this 'data', and no matter what anyone says... it's yours.

## How do I know if I can trust DeadHappy with my data?

We're deadly serious when it comes to data, and we protect it as if our lives are dependent on it.

If that doesn't cut it full details of what we collect and how we process data along with your data protection rights, can be found at <https://legal.deadhappy.com/terms/your-privacy>

## How do I know if I can trust Shepherds Friendly with my data?

Shepherds Friendly will also 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](http://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](mailto:dataprotection@shepherdsfriendly.co.uk)

## Power of Attorney

The life insurance can be taken over by Power of Attorney.

## Governing Law

English law applies to this life insurance. Unless otherwise agreed, the rules and other information relating to this life insurance will be in English.

## Large print, braille, audio material

In order to make everything accessible, we're able to provide you with this information in audio, large print or Braille. Please contact DeadHappy if you require any of these services.

## The Financial Services Compensation Scheme (FSCS)

If we are unable to meet our liabilities for this life insurance, you or the life insured 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](http://www.fscs.org.uk) or telephoning FSCS on 0800 678 1100 or 020 7741 4100.

## Shepherds Friendly's financial position

We want to provide you with clear information about Shepherds Friendly financial position. Shepherds Friendly publishes its Solvency and Financial Condition Report for Shepherds Friendly on their website:

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

In it you will find more details about 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 their report, (however this must be requested within 2 years from publication) but please allow 20 working days for receipt.

## What does that mean?

### attending consultant

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

### payout

means the amount of money we'll payout in the event of a claim. Other insurance providers sometimes refer to this as "cover".

### legal 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.

### leveller agreement

means the document which shows the personalised features of your cover which make up part of your life insurance.

### leveller truths

your answers to our health and lifestyle questions

### monthly cost

means the monthly amount you need to pay us for providing your cover. Other insurance providers sometimes call this a "premium".

### term

means the duration of the life insurance. This is usually described in years, and sometimes months.

### terminal illness

means a definite diagnosis of being terminally ill by an appropriate medical specialist where 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 the illness is expected to lead to death within 12 months.

### UK

means England, Scotland, Northern Ireland and Wales.

### UK resident

means you need to have lived in the UK for the last 12 months, when you take out life insurance with us, as either a citizen of the UK or a person who has been granted permission to permanently settle in the UK.

### you or your

means the owner of the life insurance.

