

THE RULES

OF

WILTSHIRE



FRIENDLY

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SOCIETY LIMITED

## Schedule 2

### Non-Holloway Members' Section

**Effective from 22/12/2020**  
**All previous Rules Rescinded**



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## Interpretation

Reference to any word or expression defined in the Memorandum and Rules (collectively “the Rules”) shall have the meaning ascribed in the Rules when used in this Schedule 2 (“this Schedule”).

Reference to any statute or statutory instrument includes reference to any statutory modification, consolidation or re-enactment of it for the time being in force.

The Schedules shall form part of the Rules, and as such may be varied, rescinded or added to in the manner provided for in the Rules.

In this Schedule, unless the context otherwise requires:-

- 1 “contributions” means contributions paid for units.
- 2 “cover” means the total number of units in respect of which contributions are paid from time to time.
- 3 “incapacity” means an illness, or an injury caused by an accident.
- 4 “Member” and “Group Member” have the meaning ascribed in the Rules and may refer to: a “Personal Member”, a natural person enrolled as a “Group Member” or a “Group Personal Member” as follows:
  - a. “Personal Member” means a natural person whose Policy is effected directly with the Society;
  - b. “Group Member” means a natural person who is a Member by virtue of being enrolled into a scheme effected between the Society and a qualifying person appointed by their “group sponsor” as Policyholder, where the group sponsor is an organisation defined in section 11(3) of the Act;
  - c. “Group Personal Member” means a natural person as Policyholder whose Policy is effected directly between the Society and a Member sponsored by an organisation defined in section 11(3) of the Act;and Membership, Group Membership, Group Personal Membership, group scheme, group sponsor, group sponsorship and sponsorship shall all be construed accordingly.
- 5 “month” means a calendar month.
- 6 “occupation” means a profession, trade or type of work carried out by a Member and does not mean a particular role which a Member may perform in such occupation or otherwise.
- 7 “offer letter” means a letter issued by the Society for unconditional acceptance by the Policyholder, setting out the principal details of each Policy and any modification to the Policy required by the Board in respect of that Policyholder, and if a group sponsor may also include those relating to individuals within their group scheme.
- 8 “sickness benefit” includes supplementary sickness benefit set out in Schedule 1.
- 9 “tables” means tables of contributions and benefits published from time to time by the Board in accordance with paragraph 2 of Part 2.
- 10 “unit” means a unit of sickness benefit.
- 11 “work” means any work, whether done under a contract of employment or on a self-employed basis, and whether done for remuneration or otherwise, and “working” shall be construed accordingly.
- 12 “year” means a calendar year, and “annually” shall be construed accordingly.

## Part 1 Membership

- 1 The Board shall have the power to make arrangements with prospective Members and/or prospective group sponsors (as the case may be), for provision by the Society of all or any of the benefits provided by this Schedule.
- 2 Including terms set out in this Schedule, the detailed terms and conditions of Membership shall be set out in a Policy, and any specific terms relating to a group scheme and/or individual Members shall be set out in the offer letter.
- 3 Group schemes that commenced on or before 09/04/2013 shall be subject only to the terms set out in the Appendices to this Schedule.
- 4 Unless agreed otherwise by the Board and subject in all cases to the offer letter, the minimum and maximum ages at entry of any Member shall be set out in the Policy; but in any case the minimum age of a Member at entry shall be 18, except for Group Members if the Board agrees otherwise with their group sponsor.
- 5 Applications for Membership and any subsequent amendment thereof shall be made in such format the Board shall decide from time to time.
- 6 The Society shall make available on its website electronic copies of the Rules, Schedules to those Rules and standard Policy documents. Paper copies of the Rules and Schedules may be obtained in the manner set out in the Rules.

## Part 2 Contributions And Benefits

- 1 The rates of contribution and the benefits to be provided shall be determined by the Board and may be published in tables as appropriate, subject to paragraph 2.

Applicable rates shall be agreed with the Policyholder prior to Policy commencement or commencement of any subsequent alteration thereof (as the case may be).

- 2 The Board shall be entitled to require all Policyholders and Members to provide such information as it shall deem necessary for:-
  - 2.1 the initial arrangement of and for any future changes to, the terms and conditions of each Policy;
  - 2.2 the acceptance and management of claims for sickness benefit; and
  - 2.3 the general administration of Policies, Memberships and the cover provided to or in respect of individual Members, including but not limited to, information relating to the income, current medical records and medical history of each Member.

When determining the contributions to be paid by or in respect of Members, the Board, at its sole discretion and upon appropriate advice, may select such appropriate rates to reflect the inherent risk in any Policy or Membership, including but not limited to alterations of published rates to effect additional contributions or alteration of benefit terms in respect of any Policy or Membership that it deems necessary ("revised terms").

Contributions payable and principal benefits to be provided shall be recorded in the offer letter which shall be issued prior to acceptance of terms by the Society and the Policyholder. Future contributions shall be determined from time to time by the Board in like manner to that set out in this paragraph and may be altered and communicated to the Policyholder in the manner set out in the Policy.

- 3 When deciding any revised terms under which a Member is to be admitted to the Society, the Board may at its sole discretion, offer cover only in accordance with those revised terms.

The Board reserves the right, at its sole discretion, not to offer any cover at all.

- 4 Unless agreed otherwise by the Board, all contributions shall be paid monthly by Direct Debit.
- 5 For the purpose of determining the rate of contributions payable, every Member admitted in accordance with this Schedule shall be registered at his or her current age when admitted to Membership, and thereafter his or her age shall be increased annually by one year, on the first day of the month immediately following the anniversary of his or her registered birth date.
- 6 Policyholders or Members (as the case may be), may request future alteration to the cover provided. Acceptance of any such future alteration shall be at the sole discretion of the Society and on such terms that the Board shall decide at the time. For the avoidance of doubt and save as provided in the Policy, any such alteration shall not affect terms already agreed for any existing cover.

## Part 3 Arrears

- 1 Subject to the provisions of paragraphs 2 and 3, if a Policyholder is in arrears of contributions the Society may suspend any right to claim sickness benefit in the manner set out in the Policy. In the event such arrears persist the Policy shall be terminated in the manner set out in the Policy.
- 2 Where the Society has agreed that contributions may be made by a third party who is to make payment thereof on a Member's behalf; the provisions of paragraph 1 shall not apply provided the Member:
  - a. can demonstrate he or she has taken all reasonable steps to ensure such payment is facilitated; and
  - b. takes action immediately he or she becomes aware of the situation to ensure future contributions are made to the Society by Direct Debit and without accrual of any further arrears.
- 3 Arrears in respect of Group Members shall be dealt with in the manner set out in the Policy.

## Part 4 Termination Of Membership

- 1 A Policyholder or Member (as the case may be), may terminate the arrangement made pursuant to Part 1 paragraph 1 of this Schedule by giving notice of one full month, or if so prescribed, in any other manner set out in the Policy.
- 2 The Society may terminate in the manner set out in the Policy, any or all of the arrangements made pursuant to Part 1 paragraph 1 of this Schedule.

## Part 5 Sickness Benefit

- 1 Sickness Benefit shall be provided and managed in accordance with the Policy terms, and eligible claims shall be payable after the expiry of any deferred (or waiting) period already agreed with the Policyholder.
- 2 Payment of any eligible claim shall commence and end in the manner set out in the Policy and shall also be subject to any differing terms set out in the offer letter.
- 3 The Board reserves the right, at its sole discretion, to reclaim any sickness benefit that is paid incorrectly or overpaid.

## Part 6 Retirement

- 1 Every Membership shall be ascribed a Member retirement age pursuant to the relevant Policy, but subject to the offer letter.
- 2 Unless agreed otherwise by the Board upon the advice of the Actuary, the maximum attained retirement age of any Member that may be specified in the Policy shall be the earlier of that person's State Pension age, his or her occupational retirement age, or when he or she attains the age 68.

## Part 7 Surpluses And Bonuses

- 1 Memberships effected in accordance with this Schedule shall have no right to participate in the Society's surpluses or to receive apportionments and bonuses.

## Appendix To Schedule 2 - Part A

### Employer Group Schemes commencing on or before 29/05/2007

- 1 The Board shall have the power to continue arrangements made on or before 29/05/2007 with employers for the admission of their employees to Membership of the Society for all or any of the benefits provided by Schedule 1, and Members admitted in accordance with this Part A (“this part”) shall be called Part A Group Members.
- 2 Except as provided in this part, the relevant terms of Schedule 1 shall apply to all Part A Group Members.
- 3 A person who is not less than 18 and no more than 60 years of age may apply to be a Part A Group Member.
- 4 Contributions in respect of Part A Group Members shall be for units only and such contributions shall be paid in accordance with the supplementary rates contained within tables C or D appended to Schedule 1 (as the case may be).
- 5 Contributions shall be payable to the Society on a prescribed day each month and shall not be refundable.
- 6 Any Part A Group Member who has been suffering from incapacity for which an eligible claim is submitted, and which incapacity subsists for greater than 12 months, and whose employment shall have been terminated by the employer because of the incapacity, shall be given the option to continue his or her Society Membership for as long as the incapacity shall continue or until retirement or death, whichever occurs first. In such circumstances, contributions payable shall be deducted from sickness benefit as often as the Board shall decide.  
  
For the avoidance of doubt; any Member to whom this paragraph 6 already applies at the date on which the events set out in paragraph 7 first occur, shall not be affected by that paragraph 7.
- 7 If contributions are not paid within 14 days of the due date, the Group Scheme and cover provided to its Group Members shall lapse, and the Society shall not then be liable for payment of sickness benefit to those Group Members unless the Board, at its sole discretion, shall decide otherwise.
- 8 The employer may, on giving not less than 13 weeks’ notice, terminate the arrangements for the group made under paragraph 1 of this part.
- 9 The Society shall have the option to review the terms of any Group Scheme established in accordance with this part at intervals of not less than 24 months commencing with the date on which the Group Scheme was first established, and if the Board shall so decide, may amend the contributions paid by the employer, subject to not less than 13 weeks notice being given, or in the case of a reduction in contributions, immediately.
- 10 Except in the circumstances set out in paragraph 6, the Society Membership of a Group Member shall be deemed to have ceased on the date on which his or her contract of employment with his or her employer terminated, or on the termination of the arrangements for the group as provided under paragraph 7 or paragraph 8, and the liability of the Society for payment to that Group Member of sickness benefit under these Rules shall cease absolutely as at that date.
- 11 No new Group Schemes may be established pursuant to this part after 29/05/2007.
- 12 In the event that any Group Scheme established pursuant to this part shall have no Members remaining it shall automatically terminate and the Society shall no longer be obliged to accept new Members to that Group Scheme.
- 13 The terms and conditions set out in paragraphs 1 to 12 of this part shall be confirmed to all employers sponsoring Part A Members in a letter dated and sent no later than the date Schedule 2 comes into force.

## Appendix To Schedule 2 - Part B

### Employer Group Schemes commencing on or after 30/05/2007 and on or before 09/04/2013

- 1 The Board shall have the power to make arrangements with any qualifying person (defined in section 11(3) of the Act) appointed on behalf of an employer for, or in respect of, the Members of a Group Scheme (as also defined in section 11(3) of the Act) whereby such Members are admitted to Membership of the Society. For the purposes of the following paragraphs of this Part B (“this part”), such arrangements shall be called a Group Scheme or a group personal scheme.
- 2 The Board shall have the power to continue arrangements made after 29/05/2007 and on or before 09/04/2013 with employers for the admission of their employees to Membership of the Society; Members so admitted in accordance with this part shall be called Part B Group Members.
- 3 The following paragraphs of this part shall apply to all Group Schemes defined in paragraph 2.
- 4 Part B Group Members shall be entitled to all or any of the benefits provided by Schedule 1, but the Board shall have the power to amend such terms as necessary in order to provide suitable schemes for each employer or employee.
- 5 The rates of contribution, the benefits to be provided and the terms and conditions applicable to each Group Scheme and to each new Group Member shall be determined by the Board and agreed in advance with the employer or, in the case of group personal schemes, the employee.
- 6 Applications for the arrangement of Group Schemes, the admission of new Group Members to Membership of the Society and claims for benefit shall be made in writing and in a format that shall be prescribed by the Board from time to time.
- 7 The Board shall be entitled to require employers and their employees and, in the case of group personal schemes, the employees only, to provide such information as it shall deem necessary for:-
  - 7.1 the initial arrangement of and any future changes to the terms and conditions of a Group Scheme;
  - 7.2 the admission of new Group Members to Membership of the Society and any amendments to their cover or the terms and conditions of their Membership;
  - 7.3 the acceptance and management of claims for sickness benefit; and
  - 7.4 the general administration of the scheme and the cover provided to individual employees including, but not limited to, information relating to the income, current medical records and history of any new Group Member.
- 8 When determining the rates of contributions to be paid by, and the benefits to be provided to, Part B Group Members, the Board shall seek and consider advice as appropriate from the Actuary.
- 9 The Society shall make available on its website electronic copies of the Rules and, on request, by electronic transmission to any employer, employee or, in the case of a group personal scheme, the Member. Upon arrangement of a Group Scheme, the employer or, in the case of a group personal scheme on his or her acceptance to Membership, the employee may request to be supplied with a paper copy of the Rules free of charge.
- 10 Part B Group Members shall be entitled to apply directly to the Society for benefits, other than those provided by their employer under their Group Scheme:-
  - 10.1 in accordance with Schedules 2 or 3 to these Rules; and/or;
  - 10.2 as a Member of a group personal scheme pursuant to Schedule 2;such Members shall not be required to retire from Membership of the Society pursuant to paragraph 11, but in each case only to the extent of those additional benefits provided as a result of the acceptance by the Society of an application under this paragraph.
- 11 Except as provided in paragraphs 12 and 13, the Membership of a Part B Group Members shall be deemed to have ceased on the date on which their contract of employment with their employer or (as the case may be) their Membership of the Group Scheme terminated.
- 12 Part B Group Members who leave their Group Scheme shall have the right to continue their Membership on an individual basis subject only to there being formal arrangements in place for them to continue paying contributions, there being no break in cover and, in the sole opinion of the Board, the overall insurance risk to the Society being the same as or lower than that applicable to their being a Member of their Group Scheme. Such new Group Members shall be referred to as former Group Members, and shall contribute at the same rates that are applicable to new Group Members who are Members of a group personal scheme.

## Appendix To Schedule 2 - Part B (Continued)

- 13** Part B Group Members who are Members of a Group Scheme, but for the avoidance of doubt, not those who are Members of a group personal scheme, and whose Membership is deemed to have ceased pursuant to paragraph 11 whilst a claim for sickness benefit is in progress, shall continue to receive sickness benefit until the earlier of:-
- 13.1 their recovery from incapacity and their fitness to return to work;
  - 13.2 their return to work;
  - 13.3 the expiry of any applicable maximum period during which sickness benefit may be provided;
  - 13.4 the termination of their Membership;
  - 13.5 their reaching retirement age; or
  - 13.6 their death, and
- such Group Members shall continue to pay contributions which, at the sole discretion of the Board, may be deducted from any sickness benefit payable to them.
- 14** Former Part B Group Members shall be entitled to apply to the Society to transfer their Membership to a new Membership pursuant to the provisions of Schedule 2 or Schedule 3 to these Rules, provided that any such application is made no later than six months after first becoming a former Part B Group Member (or such longer period that the Board shall determine (“qualifying period”). Any such former Part B Group Members shall not be offered terms any less favourable than those applying generally to them before making their application including, but not limited to, those relating to medical conditions, and notwithstanding the fact that their new Membership may entitle them to receive sickness benefit during a longer period. Any such application received after the end of the qualifying period shall only be dealt with at the sole discretion of the Board.
- 15** No new Group Schemes may be established pursuant to this part after 09/04/2013.
- 16** In the event that any Group Scheme established pursuant to this part shall have no Members remaining it shall automatically terminate and the Society shall no longer be obliged to accept new Members to that Group Scheme.
- 17** The terms and conditions set out in paragraphs 1 to 16 of this part shall be confirmed to all employers sponsoring Part B Group Members in a letter dated and sent no later than the date Schedule 2 comes into force.



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