

WILTSHIRE



FRIENDLY

SOCIETY LIMITED

## Schedule 3 to the Rules 1998

(as amended 31/12/2012)

Holloway Members' Section 2013

- Interpretation .....1
- Coming Into Force Of This Section .....2
- Part A Membership .....3-4
- Part B Contributions And Benefits .....5
- Part C Surpluses And Bonuses.....6
- Part D Arrears.....7
- Part E Termination Of Membership And Withdrawal Of Surpluses .....8
- Part F Sickness Benefit .....9-11
- Part G Retirement And Death Benefits .....12
- Part H Balancing Clause .....13

## Interpretation

In this Schedule unless the context otherwise requires:-

- 1 “account” means the account of a member with the Society to which any apportionment and / or bonus may be credited from time to time.
- 2 “actively working” means a member who is in good health and who has not received medical advice to refrain from work and who is actively following his normal occupation.
- 3 “actuarial function holder” means an appropriately qualified actuary, appointed in accordance with Legislation, to advise the Committee and to conduct periodic investigations into the financial condition of the Society in respect of its long term business and to report accordingly.
- 4 “apportionment” means the share of the Society’s underwriting surplus declared annually by the Committee and allocated to each member of the Society pursuant to sub paragraph 1.1 of Part C below.
- 5 “bonus” means the share of the investment surplus and declared annually by the Committee allocated to each member of the Society pursuant to paragraph 1.2 of Part C below.
- 6 “contributions” means contributions paid for units.
- 7 “cover” means the total number of units in respect of which contributions are paid from time to time.
- 8 “incapacity” means injury caused by an accident or an illness.
- 9 “investment surplus” means the Society’s investment returns less investment expenses and less the amount required to support the Society’s reserve and capital requirements.
- 10 “month” means a calendar month.
- 11 “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.
- 12 “surpluses” means the underwriting surplus and the investment surplus.
- 13 “tables” means tables of contributions, benefits and terms published from time to time by the Committee in accordance with sub-paragraph 2.2.1 of Part B below.
- 14 “underwriting surplus” means the contributions received from all members of the Society less claims for sickness benefit and the Society’s expenses, but excluding investment expenses.
- 15 “unit” means a unit of sickness benefit.
- 16 “with profits actuary” means an appropriately qualified actuary, appointed in accordance with Legislation, to advise the Committee on the distribution of the surpluses to eligible members and on the fair treatment of those members.
- 17 “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 “work” and “working” shall be construed accordingly.
- 18 “year” means a calendar year, and “yearly” shall be construed accordingly.
- 19 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.

## Coming Into Force Of This Section

- This Section will come into force on 1st January 2013.

## Part A Membership

- 1 A person who is:-
  - 1.1 in the sole opinion of the Committee of good character;
  - 1.2 in good health;
  - 1.3 not less than 18 years of age; and
  - 1.4 not more than 55 years of agemay apply for membership. For the purposes of this Schedule, “membership” shall mean membership carrying with it the right to pay contributions and, save as provided in paragraph 4 of Part B below, claim sickness benefit in accordance with the provisions of this Schedule and “member” shall be construed accordingly.
- 2 Subject to paragraph 8 below a member who is not more than 55 years of age may apply to increase his cover.
- 3 Any member who is not working may only pay contributions for a maximum of 10 units, or such maximum as may be decided from time to time by the Committee. In the case of such members, no sickness benefit shall be payable for a minimum of the first 4 weeks of any incapacity.
- 4 Subject to paragraph 3 above and paragraph 5 of Part F below, and subject to the approval of the Committee, a member may pay contributions for either one unit, multiples of one unit or additional fractions of  $\frac{1}{10}$  of a unit.
- 5 A person applying for membership or, if a member, to amend his cover (“applicant”) shall complete a proposal and declaration in such form as may be prescribed from time to time by the Committee.
- 6 An application for membership or to amend cover may be approved either by the Committee or by such other person or persons as may be appointed by it from time to time for this purpose, and on such approval being given membership or the amended cover (as the case may be) will begin on the date determined by the Committee or by such other person or persons (as the case may be). Notwithstanding any other provisions of this Schedule, the decision of the Committee or the person or persons appointed by it for this purpose, whether in relation to the terms of acceptance, refusal of any application, restriction of sickness benefit, application of additional contributions or otherwise (without limitation) shall be final.
- 7
  - 7.1 An applicant shall, if required by the Committee, produce a certificate of good health or authorise it to obtain a medical report, in such form as it may prescribe from time to time, signed by a duly registered medical practitioner or medical practitioners as it, at its sole discretion, shall deem appropriate.
  - 7.2 Any reasonable fee payable for any certificate of good health, medical examination or report required under paragraph 7.1 above shall be payable by the Society.
- 8
  - 8.1 Any applicant who suffers from, or who has suffered from, any incapacity, which in the sole opinion of the Committee, would render him ineligible for membership under paragraph 1.2 above or, if a member, for increasing his cover under paragraph 2 above may, notwithstanding that fact, and at the sole discretion of the Committee, be admitted to membership or entitled to increase or otherwise amend his cover (as the case may be) either:-
    - 8.1.1 on condition that no sickness benefit shall be paid for any incapacity caused by or consequent upon such incapacity, whether for the whole duration of such incapacity or for such initial part of it as the Committee may decide: or
    - 8.1.2 subject to payment by the applicant of such additional contributions as the Committee may decide.
  - 8.2 If an occupation or pastime of an applicant is considered by the Committee to present a greater degree of risk than other occupations or pastimes which may be it considers to be of standard risk, then the Committee may, at its sole discretion, admit the applicant to membership or, if already a member, to accept his application to increase or otherwise amend his cover either:-
    - 8.2.1 on condition that no sickness benefit shall be paid for any incapacity caused by or consequent upon such occupation or pastime, whether for the whole duration of such incapacity or for such initial part of it as the Committee may decide; or
    - 8.2.2 subject to payment by the applicant of such additional contributions as the Committee may decide.
- 9 The Society shall make available on its website electronic copies of its memorandum and rules and, on request, by electronic transmission to any member. Upon admission to membership, each new member may request to be supplied with a paper copy of the memorandum and rules free of charge. A certificate confirming membership of the Society shall also be provided to all new members on first admission to membership.

## Part A Membership (Continued)

- 10 Subject to the approval of the Committee and on such terms as it may decide, a member may increase or reduce the length of the period during which he has previously elected to defer claiming sickness benefit (“deferred period”). A member who wishes to apply to make such a variation shall do so by giving notice to the Society specifying the nature of the variation in such form as the Committee may from time to time prescribe.
- 11
- 11.1 Subject to the approval of the Committee and from such date as it may decide, a member may reduce the number of units for which he is paying contributions. A member who wishes to apply to make such a reduction shall do so by giving notice to the Society specifying the reduced number of units for which he wishes to pay contributions.
- 11.2 Members who have been members for at least 2 years and whose contributions are not in arrears may elect by notice to the Society to suspend their cover, either fully or in part, for a period not exceeding 2 years in any 5 year period, and to pay reduced contributions in accordance with the paragraph 4 of Part B below. Such members will not be entitled to claim sickness benefit or to share in the apportionment in accordance with paragraph 1.1 of Part C below.
- 11.3 Except as provided under paragraph 5 of Part F below, members electing to suspend payment of contributions under paragraph 11.2 above shall be entitled on notice to the Society to re-instate payment of contributions at any time and shall be entitled to do so on the same terms applying to their membership immediately prior to the suspension of cover without any further enquiry as to the state of their health, provided:-
- 11.3.1 their income justifies the total amount of cover they will then hold;
- 11.3.2 they provide declarations of good health and current income; and
- 11.3.3 they will be actively working on the date that cover resumes, and have not been absent from work because of incapacity for at least one month prior to that date.
- 12
- 12.1 A member shall give notice to the Society of any change in his circumstances which, under the terms of paragraph 3 above and paragraph 5 of Part F below, may affect his entitlement to claim sickness benefit at the rate for which he has paid contributions.
- 12.2 Upon receipt of such notice, the Committee shall, after consultation with the member, recommend the member to amend his cover and / or the deferred period and/or the table or section of the table under which that member is paying contributions.
- 12.3 Any member who fails to give the notice required under paragraph 12.1 above or to instruct the Society to amend his cover in accordance with any recommendation by the Committee pursuant to paragraph of 12.2 above (“failure”):-
- 12.3.1 shall not be entitled to claim sickness benefit at the rate for which he was paying contributions at the time of such failure;
- 12.3.2 shall only be entitled to claim sickness benefit at such rate that is justified by his circumstances at the time of such claim; and
- 12.3.3 shall not be entitled to a refund of any additional contributions paid by him in consequence of such failure.

## Part B Contributions And Benefits

- 1 Subject to paragraphs 2 and 4 of this Part and to Part F below, every member shall pay contributions and be entitled to receive sickness benefit as provided in the tables. All contributions shall be dealt with in accordance with rule 34.
- 2
  - 2.1 Members shall pay contributions and receive sickness benefit in accordance with the tables as follows:
  - 2.2
    - 2.2.1 The Committee, acting upon the advice of the with profits actuary and the actuarial function holder, shall from time to time publish tables of contributions, benefits, units and terms in respect of which members may pay contributions and, except members who are paying contributions at a reduced monthly rate in accordance with paragraph 11.2 of Part A above or paragraph 4 below, therefore be eligible to claim sickness benefit.
    - 2.2.2 Subject to the provisions of Part A above and paragraph 5 of Part F below, a new member may apply to pay contributions in accordance with any table open to new members at that time and for which he is eligible.
    - 2.2.3 Subject to the provisions of Part A above and paragraph 5 of Part F below, a member wishing to increase his cover may do so in accordance with the table under which he is already paying contributions or may elect to pay contributions for his increased cover under any other table open to new members at that time and for which he is eligible.
- 3 A member who is not in arrears and who pays the whole of a year's contributions before 30th January in that year shall be entitled to a discount of such amount per annum as the Committee may from time to time decide.
- 4 A member whose current age, as defined in paragraph 6 below, is 60 or above or, in the case of a member paying contributions under a table which prescribes a retirement age of 55, whose current age is 55 or above, may elect by notice to the Society to pay contributions at a reduced monthly rate for a maximum number of units, such rate and such maximum (not exceeding the number of units contributed for by them prior to such election) to be decided by the Committee from time to time. Any such member will still be entitled to share in the apportionment and bonus in accordance with paragraphs 1.1 and 1.2 of Part C below, but will not be entitled to claim sickness benefit.
- 5
  - 5.1 Unless otherwise agreed by the Committee, contributions shall be paid monthly by Direct Debit.
  - 5.2 All contributions paid by members shall be accounted to, and all business relating thereto conducted through, the Chief Executive from time to time of the Society at the registered office or such other address as the Committee shall stipulate from time to time.
- 6 For the purpose of determining the rate of contributions payable, each member's age shall be his current age which shall be increased each year by 1 year on the 1st of the month following the month in which his birthday falls.

## Part C Surpluses And Bonuses

- 1
  - 1.1
    - 1.1.1 Except as provided in paragraph 1.3 below, at the end of every year such underwriting surplus as may be determined by the Committee, upon the advice of the with profits actuary, shall be declared and shared between all eligible members of the Society. The amount to be apportioned in accordance with this paragraph shall be credited to each member's account.
    - 1.1.2 Except members who have suspended their cover in accordance with paragraph 11.2 of Part A above, for those members paying contributions in accordance with this Schedule, such apportionment will be in proportion to the contributions made by them during the year.
  - 1.2
    - 1.2.1 At the end of every year, such investment surplus as may be determined by the Committee, upon the advice of the with profits actuary, shall be declared and shared between all eligible members of the Society. The amount to be allocated in accordance with this paragraph shall be credited to each member's account.
    - 1.2.2 For those members paying contributions in accordance with this Schedule, such bonus shall be calculated by reference to the amount (if any) that account was in credit as at the previous 1st January, less any withdrawals from the account in the intervening period.
  - 1.3 Apportionment in accordance with paragraph 1.1 above shall not be made in respect of new members, or any increases in cover made by existing members, for the first 24 months of membership or the increased cover (as the case may be).
  - 1.4 At the sole discretion of the Committee, upon the advice of the with profits actuary, and on such terms as it shall from time to time decide, a terminal bonus may be paid to retiring members, to those electing to contribute at a reduced rate in accordance with paragraph 4 of Part B above and to the representatives of deceased members, save those deceased members who have already received such terminal bonus when electing to contribute at a reduced rate in accordance with paragraph 4 of Part B above, either out of the surpluses in any year or from the Reserve Fund of the Society.
- 2
  - 2.1 Members who have paid less than the whole year's contributions shall be entitled only to such proportion of the sum to which they would have been entitled under paragraph 1.1 above as is justified by the actual contributions paid during that year.
  - 2.2 If any such member, being in arrears and receiving apportionment under paragraph 2.1 above, shall pay his remaining contributions for that year, the balance of his share of the apportionment for that year shall be credited to his account in accordance with paragraph 1.1 above at the next apportionment.
- 3 Any apportionment and/or allocation of bonus under this Part shall be made only for the purpose of ascertaining the share of the accumulated surpluses to which a member shall be entitled upon ceasing to be a member.
- 4 The Society shall have first charge on any amount credited to a member's account for all moneys owed by him to the Society, whether payment of such moneys shall have become due or not, and the Committee may at any time apply the whole or part of any such balance in payment of all or any part of any such moneys as and when they shall become due.

## Part D Arrears

- 1 If a member is 12 months or more in arrears of contributions his membership shall lapse.
- 2 The Committee may, at its sole discretion, at any time and on such terms as it shall decide, including (but without limitation) making enquiries as to his state of health at the time, allow any member whose membership has lapsed in accordance with paragraph 1 above to pay up his arrears and be reinstated to membership.
- 3
  - 3.1 If a member is 6 months or more, but less than 12 months, in arrears of contributions at the commencement of his incapacity, or has been 6 months or more in arrears at any time during the preceding 2 months, he shall not be entitled to commence to claim sickness benefit until the expiration of 2 months from the date of payment of all arrears.
  - 3.2 If a member is more than 3 months but less than 6 months in arrears in payment of his contributions at the commencement of his incapacity, or has been 3 months or more in arrears at any time in the preceding month, he shall not be entitled to commence to claim sickness benefit until the expiration of 1 month from the date of payment of all arrears.
  - 3.3 A member who is 3 months or less in arrears at the commencement of his incapacity shall be entitled to commence to claim sickness benefit, but all arrears shall first be deducted from any sickness benefit to which he is entitled.

## Part E Termination Of Membership And Withdrawal Of Surpluses

- 1 Any member who wishes to cease paying contributions and to receive the accumulated surpluses in his account shall give notice (“withdrawal notice”) to the Society accordingly, in such form as may be prescribed from time to time by the Committee, but shall continue to pay contributions and be entitled to receive sickness benefit, subject as otherwise provided in this Schedule, until the last day of the month following that in which he gives a withdrawal notice.
- 2
  - 2.1 Subject to paragraph 4 of Part C above, on or after the last day of the month following that in which a withdrawal notice has been given, there shall be paid to the member giving the notice any amount credited to him in his account after deducting all arrears of contributions as at the date of payment, if any.
  - 2.2 If a member does not give a withdrawal notice within 12 months of the date of the last payment by him of any contributions, and subject to the provisions paragraph 4 of Part C and of Part D above, any remaining amount credited to his account shall be transferred to the General Fund of the Society, and the Society shall not thereafter be liable to any person for that amount.
  - 2.3 A member who intends to live permanently outside the United Kingdom, and who produces such evidence of this as the Committee may reasonably require, shall be allowed to terminate his membership immediately and shall be paid any amount credited to his account, subject to paragraph 4 of Part C above and less all arrears of contributions.
- 3 A member shall be allowed to withdraw part of any amount credited to his account in the following circumstances provided that, after every such withdrawal, there remains in his account an amount not less than his full share of the apportionment for the preceding year:-
  - 3.1 within 3 months of his marriage, subject to the production of the marriage certificate and to such maximum as the Committee may from time to time decide;
  - 3.2 on the birth of a child to him, subject to the production of the birth certificate and to such maximum on each such occasion as the Committee may from time to time decide;
  - 3.3 on the death of his spouse, subject to the production of the marriage and death certificates and to such maximum as the Committee may from time to time decide; or
  - 3.4 if he has elected to pay contributions under paragraph 4 of Part B above, upon request.
- 4 Notwithstanding the provisions of paragraph 3 above, the Committee may, at its sole discretion and on such terms as it shall think fit allow any member to withdraw part of the amount credited to his account. Any application for a withdrawal under paragraph 3 above or this paragraph shall be made by notice to the Society specifying the amount to be withdrawn and, with the exception of members contributing in accordance with paragraph 4 of Part B above, the purpose of the withdrawal.
- 5 A member who withdraws part of the amount credited to his account under these rules shall be allowed to pay to the Society by way of a deposit such sum of money, not exceeding the amount paid to him on withdrawal, as he shall think fit and such sum shall be credited to his account, and, he shall be entitled to receive the allocation of bonus in respect thereof in accordance with paragraph 1.2 of Part C above.

## Part F Sickness Benefit

- 1.1 Any member (except one who has elected to pay contributions under paragraph 11.2 of Part A above or paragraph 4 of Part B above) who is domiciled in the United Kingdom or another member state of the European Union and who shall become incapable of working because of incapacity shall, subject to the remaining provisions of this Part, be entitled to claim sickness benefit.
- 1.2 In the event that the incapacity continues for a period in excess of two years, and at the sole discretion of the Committee, the member shall be entitled to claim sickness benefit only if he is incapable of doing any work which the Committee considers, at its sole discretion, to be suitable (“suitable work”).
- 2.1 In order to claim sickness benefit, a member shall:
  - 2.1.1 complete a claim form and such declarations as the Committee shall require and in such form prescribed from time to time by it;
  - 2.1.2 provide satisfactory proof of his income in such manner as the Committee shall require, and for this purpose his income shall be the average of the taxable income earned from his work during such period, immediately preceding the date on which his incapacity commenced, as the Committee, at its sole discretion, shall determine; and
  - 2.1.3 except as otherwise agreed by the Committee, at its sole discretion, obtain a medical certificate, signed by a duly registered medical practitioner, stating the nature of the incapacity and that the member is incapable of working because of that incapacity, and the member shall send this certificate to the Society within 7 days of its issue, or within 14 days of the date the incapacity commenced, whichever may be the earlier.
- 2.2 Any delay in providing the certificate shall result in the forfeiture of sickness benefit for each day of the delay unless the Committee is satisfied, at its sole discretion, that such delay was reasonable.
- 2.3 Any claim for sickness benefit which is received by the Society more than 3 months after the commencement of the incapacity to which it relates shall not be accepted save in exceptional circumstances and at the sole discretion of the Committee.
- 2.4 The Committee reserves the right, at its sole discretion, to require such other evidence of incapacity in addition to that required by paragraph 2.1 above and paragraphs 6.1, 6.4 and 10 below as it thinks fit. If any member refuses to comply with any such requirement, sickness benefit shall not be paid or, if already being paid, shall be suspended (as the case may be).
- 3.1 Sickness benefit shall be paid at the rates and durations shown in the tables and at a daily rate of one-seventh of the weekly rate.
- 3.2 Subject to the provisions of sub-paragraph 4.1.1 below, payment of sickness benefit shall commence either on the first day of incapacity, or at the end of any deferred period referred to in the tables, and shall cease when the member either commences work, is fit to resume work (whether certified or not), after 24 months incapacity is fit to do any suitable work (whether certified or not), terminates his membership, retires from membership or dies, whichever may be the earlier.
- 3.3 If a member who is claiming sickness benefit is incapable of giving a valid receipt for such sickness benefit, then such sickness benefit may be paid to such person as:-
  - 3.3.1 may be nominated from time to time by that member by notice to the Society for that purpose; or
  - 3.3.2 may be appointed to act on behalf of that member and where notice of such appointment has been given to the Society.
- 4.1 Sickness benefit shall not be paid in respect of any incapacity:-
  - 4.1.1 which does not last for 3 or more consecutive days;
  - 4.1.2 which does not prevent a member from working in accordance with paragraphs 1.1 and 1.2 above; and
  - 4.1.3 a member's cover in accordance with sub-paragraph 8.1.1 of Part A above.
- 4.2 In addition, sickness benefit shall not be paid in respect of any incapacity caused by or consequent upon, whether directly or indirectly:-
  - 4.2.1 any medical or surgical treatment which is not certified by a duly registered medical practitioner to be necessary for the member's health;
  - 4.2.2 attempted suicide, intentional self-injury or exposure to unnecessary danger (except in an attempt to save human life);
  - 4.2.3 being under the influence of, or addiction to, alcohol, narcotics, solvents or drugs (other than drugs available over the counter of a retail pharmacy or other authorised retailer);
  - 4.2.4 sterilisation other than when medically necessary;
  - 4.2.5 unemployment or redundancy;
  - 4.2.6 pregnancy or childbirth, except any incapacity relating thereto.

## Part F Sickness Benefit (Continued)

- 5 Except for members paying contributions under paragraph 3 of Part A above, the aggregate of any sickness benefit and any other payment to which a member may be entitled to receive as a result of his incapacity (whether or not recovered) shall not exceed 60% of the average income from his work, or such other maximum that the Committee may from time to time decide, during such period, immediately preceding the date on which incapacity commenced, as the Committee, at its sole discretion, shall determine. Any payment of sickness benefit which would cause such limit to be exceeded shall be made entirely at the discretion of the Committee.
- 6 A member receiving sickness benefit shall cooperate fully with the Society in the application of its claims, admission and management processes and in particular (but without limitation) shall:-
- 6.1 provide further medical certificates at such intervals as the Committee from time to time require and these shall be submitted within 7 days of the date of their issue, or within 14 days of the commencing date of the certificate, whichever may be the earlier;
  - 6.2 not do anything which may prolong his incapacity nor omit to do anything that may reduce the time required for his recovery, and shall answer promptly any reasonable enquiries made by the Society or its representative relating to his incapacity and his progress towards recovery;
  - 6.3 permit the Society's representative to visit and interview him at all reasonable times;
  - 6.4 permit the Society to obtain a medical report from his medical advisor or to arrange for him to attend for examination by the Society's medical advisor, or such other of its medical and other professional advisers, as the Committee shall appoint from time to time;
  - 6.5 except as provided in paragraph 9.1 below, not do any work, other than that which may be recommended for rehabilitation purposes by a duly registered medical practitioner and approved by the Committee; and
  - 6.6 permit the Society to make enquiries of his employer or, if self-employed, any other person for whom he has worked and/or his professional advisors (as the case may be) regarding his employment and income.
- 7 In the event of any breach by a member of the provisions of this Schedule, and without prejudice to any other remedy it may have under these rules, the Committee shall be entitled, at its sole discretion, to suspend the payment of sickness benefit for the remainder of the incapacity.
- 8
- 8.1 A member who has been in receipt of sickness benefit and who within 12 months of ceasing to receive sickness benefit (for whatever reason) claims sickness benefit in respect of the same incapacity shall be deemed to have had a continuing incapacity for all purposes of this Schedule and, notwithstanding any deferred period that may apply to his cover, payment of sickness benefit shall commence immediately.
  - 8.2 Any member who, at the time he ceases to receive sickness benefit in accordance with paragraph 8.1 above, was receiving benefit at half rate in accordance with the table under which he is contributing shall only be entitled to continue to receive sickness benefit at half rate.
  - 8.3 Without prejudice to the provisions of paragraphs 8.1 and 8.2 above or rule 6.1 of these rules, any member who is in receipt of sickness benefit at less than the full rate (in accordance with the table under which he is contributing) and who, in the sole opinion of the Committee, has ceased to claim sickness benefit before recovering from his incapacity in order to re-commence claiming sickness benefit at a later date so as to receive it at a higher rate, shall only be entitled to receive sickness benefit at the rate he would have received it if he had continued to claim sickness benefit without interruption.
- 9
- 9.1 A member who has been suffering from an incapacity for more than 24 months and whose medical advisor confirms in writing that the incapacity is a permanent disability may be allowed, at the sole discretion of the Committee, to do any work to assist him in earning a living, provided his weekly earnings do not exceed such sum as may be decided from time to time by the Committee. Any payment of sickness benefit to such a member shall be at the sole discretion of the Committee and shall be in proportion to his actual loss of income. For the purposes of this paragraph, a permanent disability is one that a member's medical advisor has confirmed he will not recover from and as a consequence he will be unable to work normally until he attains the standard retirement age of the table under which he is contributing.
  - 9.2 A member who is receiving sickness benefit and who, acting on medical guidance, returns to work at lower pay during a period of rehabilitation from his incapacity shall be entitled to continue to receive sickness benefit, but reduced in proportion to his actual loss of income, for such period as the Committee shall agree from time to time.
  - 9.3 A member who is receiving sickness benefit and who is medically certified as being no longer able to work at his own occupation and who returns to work in an alternative occupation at lower pay than that applicable to his former occupation, may continue to receive sickness benefit, but reduced in proportion to his actual loss of income, for such period and on such terms as the Committee as shall agree with him.

## Part F Sickness Benefit (Continued)

- 10 Upon recovery from incapacity, a member shall notify the Society of this fact as soon as possible but in any event within 7 days.
- 11
  - 11.1 Except as provided in the table under which a member is contributing and in paragraph 11.2 below, all members shall continue to pay contributions during their incapacity.
  - 11.2 The Committee shall make such arrangements as it deems fit in the case of a member with no dependants who is admitted to hospital suffering from any physical or mental condition which, in the opinion of the Committee and as certified by a duly registered medical practitioner, prevents him from giving a valid receipt for any moneys received or otherwise from properly managing his affairs.
- 12 A member who is in receipt of sickness benefit and who is advised by his medical advisor to take a holiday for the benefit of his health shall give notice to the Society immediately of his temporary address.
- 13 The Committee, reserves the right at its sole discretion to arrange for an investigation to be carried out into the incapacity of any member claiming sickness benefit. In the event that such investigation indicates to the satisfaction of the Committee that the member has made any false representation to the Society, the Committee shall be entitled, at its sole discretion, to suspend the payment of sickness benefit for the remainder of the incapacity and/or to expel that member.

## Part G Retirement And Death Benefits

- 1.1 Subject to paragraph 4 of Part C above and paragraph 1.2 below, members who retire from membership in accordance with this Part shall receive the full amount credited to their account, subject only to the deduction of any arrears of contributions. The full amount credited to their account shall include such amounts in respect of the surpluses for the current year as the Committee shall decide upon the advice of the with profits actuary, calculated to the date of retirement, together with any terminal bonus that may be due pursuant to paragraph 1.4 of Part C above.
  - 1.2 Subject to paragraph 1.4 below, a member shall retire from membership at the end of the month in which he attains the retirement age specified in the table under which he is contributing.
  - 1.3 Any member who, prior to attaining the age of 65, has either taken early retirement from work (and has provided evidence thereof to the satisfaction of the Committee), or attained the age of 60 or, in the opinion of the Committee, is suffering from a permanent disability (as defined in paragraph 9 of Part F above), may give notice to the Society that he wishes to retire from membership, and such retirement shall take effect at the end of the month following that in which he gave such notice.
  - 1.4 Notwithstanding the provisions of paragraph 1.2 above, a member paying contributions in accordance with Paragraph 4 of Part B above may give notice to the Society and retire from membership on any date of his choosing.
- 2.1 Upon the death of a member, and subject to paragraph 4 of Part C above, there shall be paid to his personal representative the full amount credited to the account of the deceased member subject only to the deduction of any arrears of contributions at the date of his death. The full amount credited to his account shall include such amount, in respect of the surpluses for the current year, calculated to the date of his death, as the Committee shall decide upon the advice of the with profits actuary, together with any terminal bonus that may be due pursuant to paragraph 1.4 of Part C above.
  - 2.2 If no claim is made in respect of the amount credited to the account of a deceased member for 24 months after the death of that member, if no provision has been made by him for the disposal of his estate by testamentary disposition or nomination or if he has no next of kin, such amount shall be transferred to the General Fund of the Society or such other fund as the Committee shall decide, and the Society shall not thereafter be liable to any person for that amount.
- 3 Members retiring in accordance with this Part or, in the case of a deceased member, his estate shall cease to have any interest in the funds of the Society as at the date their membership is terminated.

## Part H Balancing Clause

- 1 If the income of the Society from all sources is insufficient in any year to meet all valid claims under these rules, whether for sickness benefit or otherwise, the Committee shall be entitled to make good any shortfall from the amount credited to the accounts of the then members in respect of the apportionment made pursuant to paragraph 1.1 of Part C above for the previous year.

WILTSHIRE



FRIENDLY

SOCIETY LIMITED

INCOME REPLACEMENT INSURANCE SINCE 1887

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