

THE RULES

OF

WILTSHIRE



FRIENDLY

SOCIETY LIMITED

Schedule 3
Holloway Members' Section
(Memberships commencing on or after 01/01/2013)

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All previous Rules Rescinded**

- Interpretation.....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 Benefit9-11
- Part G - Retirement And Death Benefits.....12

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 3 (“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The Schedules shall form part of the Rules, and as such may be varied, rescinded or added to in the manner provided for in the Rules.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 “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 or her occupation.
- 3 “apportionment” means the share of the Society’s underwriting surplus declared annually by the Board and allocated to each Member of the Society pursuant to paragraph 1.1 of Part C.
- 4 “bonus” means the share of the investment surplus declared annually by the Board allocated to each Member of the Society pursuant to paragraph 1.2 of Part C.
- 5 “contributions” means contributions paid for units.
- 6 “cover” means the total number of units in respect of which contributions are paid from time to time.
- 7 “incapacity” means an illness, or an injury caused by an accident.
- 8 “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.
- 9 “month” means a calendar month and “monthly” shall be construed accordingly.
- 10 “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.
- 11 “surpluses” means the underwriting surplus and the investment surplus.
- 12 “tables” means tables of contributions, benefits and terms published from time to time by the Board in accordance with sub-paragraph 2.2.1 of Part B.
- 13 “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.
- 14 “unit” means a unit of sickness benefit.
- 15 “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.
- 15 “year” means a calendar year, and “annually” shall be construed accordingly.

Part A Membership

- 1 A person who is:-
 - 1.1 in good health;
 - 1.2 not less than 18 years of age; and
 - 1.3 not more than 55 years of age;may apply for Membership in accordance with this Schedule.

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, claim sickness benefit in accordance with the provisions of this Schedule and “Member” shall be construed accordingly.

- 2 Subject to paragraph 8 a Member who is not more than 55 years of age may apply to increase his or her 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 Board. 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 and paragraph 5 of Part F, and subject to the approval of the Board, 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 already a Member to amend his or her cover (“applicant”), shall complete a proposal and declaration in such form as may be prescribed from time to time by the Board.
- 6 An application for Membership or to amend cover may be approved either by the Board or by such other person as may be duly appointed by it from time to time for this purpose (“representative”), and on such approval being given, Membership or the amended cover (as the case may be) will begin on the date determined by the Board or by its representative. Notwithstanding any other provisions of this Schedule, the decision of the Board or its representative, whether in relation to the terms of acceptance, refusal of any application, restriction of sickness benefit, application of additional contributions or other terms of Membership shall be final.
- 7
 - 7.1 An applicant shall, if required by the Board, produce a certificate of good health in such form as it may prescribe or deem acceptable from time to time, or authorise the Society to obtain a medical report in such format it deems acceptable, signed by a duly registered medical practitioner.
 - 7.2 Any reasonable fee payable for any certificate of good health, medical examination or report required under paragraph 7.1 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 Board (or its representative), would render him or her ineligible for Membership under paragraph 1.2 or, if already a Member, for increasing his or her cover under paragraph 2 may, notwithstanding that fact, and at the sole discretion of the Board (or its representative), be admitted to Membership or entitled to increase or otherwise amend his or her 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 Board (or its representative) may decide; or
 - 8.1.2 subject to payment by the applicant of such additional contributions as the Board (or its representative) may decide.
 - 8.2 If an occupation or pastime of an applicant is considered by the Society to present a greater degree of risk than other occupations or pastimes which it considers to be of standard risk, then the Board (or its representative) 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 or her 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 Board (or its representative) may decide; or
 - 8.2.2 subject to payment by the applicant of such additional contributions as the Board (or its representative) may decide.

Part A Membership (Continued)

- 9 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.
- 10 Subject to the approval of the Board and on such terms as it may decide, a Member may increase or reduce the length of the period during which he or she 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, in such form as the Board may from time to time prescribe, specifying the nature of the variation.
- 11
- 11.1 Subject to the approval of the Board (or its representative) and from such date as it may decide, a Member may reduce the number of units for which he or she 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 or she 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 sub-paragraph 2.2.4 of Part B. 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.
- 11.3 Except as provided under paragraph 5 of Part F, Members electing to suspend payment of contributions under paragraph 11.2 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 or her circumstances which, under the terms of paragraph 3 and paragraph 5 of Part F, may affect his or her entitlement to claim sickness benefit at the rate for which he or she has paid contributions.
- 12.2 Upon receipt of such notice, the Board shall, after consultation with the Member, recommend the Member to amend his or her 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 or to instruct the Society to amend his or her cover in accordance with any recommendation by the Board pursuant to paragraph of 12.2 (“failure”) shall:-
- 12.3.1 not be entitled to claim sickness benefit at the rate for which he or she was paying contributions at the time of such failure;
- 12.3.2 only be entitled to claim sickness benefit at such rate that is justified by his or her circumstances at the time of such claim; and
- 12.3.3 not be entitled to a refund of any additional contributions paid by him or her in consequence of such failure.

Part B Contributions And Benefits

- 1 Subject to paragraphs 2 and 4 of this Part and to Part F, 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 the Rules.
- 2
 - 2.1 Members shall pay contributions and receive sickness benefit in accordance with the tables and the following:
 - 2.2
 - 2.2.1 The Board, upon the advice of the Actuary, 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 or paragraph 4, shall therefore be eligible to claim sickness benefit.
 - 2.2.2 Subject to the provisions of Part A and paragraph 5 of Part F, a new Member may apply to pay contributions in accordance with any table open to new Members at that time and for which he or she is eligible.
 - 2.2.3 Subject to the provisions of Part A and paragraph 5 of Part F, a Member wishing to increase his or her cover may do so in accordance with the table under which he or she is already paying contributions or may elect to pay contributions for his or her increased cover under any other table open to new Members at that time and for which he or she is eligible.
 - 2.2.4 A Member who suspends his or her cover in accordance with paragraph 11.2 of Part A, shall pay such reduced contributions as the Board, upon the advice of the Actuary, shall decide.
- 3 A Member who is not in arrears and who pays the whole of a year's contributions before 15th February in that year shall be entitled to a discount of such amount per annum as the Board may from time to time decide.
- 4 A Member whose current age, as defined in paragraph 6, 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 (but not exceeding the number of units contributed for by them prior to such election) to be decided by the Board 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, but will not be entitled to claim sickness benefit.
- 5
 - 5.1 Unless otherwise agreed by the Board, 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 of the Society at the registered office or such other address as the Board shall stipulate.
- 6 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.

Part C Surpluses And Bonuses

- 1
 - 1.1
 - 1.1.1 Except as provided in paragraph 1.3, at the end of every year such underwriting surplus as may be determined by the Board, upon the advice of the 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, 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 Board, upon the advice of the Actuary, shall be declared and shared between all eligible Members of the Society. The amount of bonus 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 1 January, adjusted for any withdrawals or repayments of the same pursuant to Paragraphs 3 to 5 of Part E from or to the account in the intervening period.
 - 1.3 Apportionment in accordance with paragraph 1.1 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 Board, upon the advice of the 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 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, either out of the surpluses in any year or from the Reserve Funds 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 total sum to which they would have been entitled under paragraph 1.1 but only to the extent represented by the actual proportion of annual contributions paid during that year.
 - 2.2 If any such Member, being in arrears and receiving apportionment under paragraph 2.1, shall pay his or her remaining contributions for that year, the balance of his or her share of the apportionment for that year shall be credited to his or her account in accordance with paragraph 1.1 at the next apportionment.
- 3 Any apportionment and/or allocation of bonus under this Part C 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 or her to the Society, whether payment of such moneys shall have become due or not, and the Board 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 or her Membership shall lapse.
- 2 The Board may, at its sole discretion, at any time and on such terms as it shall decide, including but not limited to, making enquiries as to his or her state of health at the time, allow any Member whose Membership has lapsed in accordance with paragraph 1 to pay up his or her 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 or her incapacity, or has been 6 months or more in arrears at any time during the preceding 2 months, he or she 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 or her contributions at the commencement of his or her incapacity, or has been 3 months or more in arrears at any time in the preceding month, he or she 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 or her incapacity shall be entitled to commence to claim sickness benefit, but all arrears shall first be deducted from any sickness benefit to which he or she 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 or her account shall give notice to the Society accordingly and in such form as may be prescribed from time to time by the Board (“withdrawal notice”), 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 or she gives a withdrawal notice.
- 2
 - 2.1 Subject to paragraph 4 of Part C, on or just 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 or her in his or her 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 or her of any contributions, and subject to the provisions paragraph 4 of Part C and of Part D, any remaining amount credited to his or her 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 Board may reasonably require, shall be allowed to terminate his or her Membership immediately and shall be paid any amount credited to his or her account, subject to paragraph 4 of Part C and less all arrears of contributions.
- 3 A Member shall be allowed to withdraw part of any amount credited to his or her account in the following circumstances provided that, after every such withdrawal, there remains in his or her account an amount not less than his or her full share of the apportionment for the preceding year:-
 - 3.1 within 3 months of his or her marriage, subject to the production of the marriage certificate and to such maximum as the Board may from time to time decide;
 - 3.2 on the birth of a child to him or her, subject to the production of the birth certificate and to such maximum on each such occasion as the Board may from time to time decide;
 - 3.3 on the death of his or her spouse, subject to the production of the marriage and death certificates and to such maximum as the Board may from time to time decide; or
 - 3.4 if he or she has elected to pay contributions under paragraph 4 of Part B, upon request.
- 4 Notwithstanding the provisions of paragraph 3, the Board 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 or her account. Any application for a withdrawal under paragraph 3 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, the purpose of the withdrawal.
- 5 A Member who withdraws part of the amount credited to his or her account under these Rules shall be allowed to pay to the Society by way of a deposit such sum of money as he or she shall think fit, not exceeding the amount paid to him or her on withdrawal, and such sum shall be credited to his or her account, and he or she shall be entitled to receive the allocation of bonus in respect thereof in accordance with paragraph 1.2 of Part C.

Part F Sickness Benefit

- 1.1 Any Member (except one who has elected to pay contributions under paragraph 11.2 of Part A or paragraph 4 of Part B) who is domiciled in the United Kingdom who becomes 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 Board, the Member shall be entitled to continue to claim sickness benefit only if he or she is incapable of doing any work which the Board 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 Board shall require and in such form prescribed by it from time to time;
 - 2.1.2 provide satisfactory proof of his or her income in such manner as the Board shall require, for this purpose his or her income shall be the average of the taxable income earned from his or her work during such period, immediately preceding the date on which his or her incapacity commenced as the Board, at its sole discretion, shall determine; and
 - 2.1.3 except as otherwise agreed by the Board, 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 Board 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 Board.
- 2.4 The Board reserves the right, at its sole discretion, to require such other evidence of incapacity in addition to that required by paragraph 2.1 and paragraphs 6.1, 6.4 and 10 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 for the 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, payment of sickness benefit shall commence either on the first day of incapacity, or at the end of any applicable deferred period, and shall cease when the Member either resumes work or 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 or her 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, or as directed by, such person as:-
 - 3.3.1 may be properly nominated from time to time by that Member for that purpose; or
 - 3.3.2 may be formally appointed by due process of law to act on behalf of that Member; andwhere notice of such nomination or appointment has been given to the Society in an acceptable format.
- 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; and
 - 4.1.3 which the Society has excluded from the Member’s cover pursuant to sub-paragraph 8.1.1 of Part A.
- 4.2 In addition, sickness benefit shall not be paid in respect of any incapacity caused by, or (whether directly or indirectly) consequent upon:-
 - 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, the aggregate of any sickness benefit and any other payment which a Member may be entitled to receive as a result of his or her incapacity (whether or not recovered) shall not exceed 60% of the average income from his or her work, or such other maximum that the Board may from time to time decide, during such period immediately preceding the date on which incapacity commenced, as the Board 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 Board.
- 6 A Member receiving sickness benefit shall cooperate fully with the Society in the application of its claims, claims admission and management processes and in particular but not limited to shall:-
- 6.1 provide further medical certificates at such intervals as the Board 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 or her incapacity nor omit to do anything that may reduce the time required for his or her recovery, and shall answer promptly any reasonable enquiries made by the Society or its representative relating to his or her incapacity and his or her progress towards recovery;
 - 6.3 permit the Society's representative to visit and interview him or her at all reasonable times;
 - 6.4 permit the Society to obtain a medical report from his or her medical advisor or to arrange for him or her to attend for examination by the Society's medical advisor, or such other of its medical and other professional advisers, as the Board shall appoint from time to time;
 - 6.5 except as provided in paragraph 9.1, not do any work, other than that which may be recommended for rehabilitation purposes by a duly registered medical practitioner and approved by the Board; and
 - 6.6 permit the Society to make enquiries of his or her employer or, if self-employed, any other person for whom he or she has worked and/or his or her professional advisors (as the case may be) regarding his or her 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 Board 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 or her cover, payment of sickness benefit shall commence immediately.
 - 8.2 Any Member who, at the time he or she ceases to receive sickness benefit and who submits a further claim in accordance with paragraph 8.1, was receiving benefit at less than the full rate in accordance with the table under which he or she is contributing shall only be entitled to continue to receive sickness benefit at that rate.
 - 8.3 Without prejudice to the provisions of paragraphs 8.1 and 8.2 or Rule 6, any Member who is in receipt of sickness benefit at less than the full rate (in accordance with the table under which he or she is contributing) and who, in the sole opinion of the Board, has ceased to claim sickness benefit before recovering from his or her incapacity in order to re-commence claiming sickness benefit at a later date so as to receive it at a higher rate or to extend the 24 month period referred to in paragraph 3.2, shall only be entitled to receive sickness benefit at the rate and under such terms as he or she would have received it if he or she 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 Board, to do any work to assist him or her in earning a living, provided his or her weekly earnings do not exceed such sum as may be decided from time to time by the Board. Any payment of sickness benefit to such Member shall be at the sole discretion of the Board and shall be in proportion to his or her actual loss of income. For the purposes of this paragraph, a permanent disability is one that a Member's medical advisor has confirmed he or she will not recover from, and as a consequence he or she will be unable to work normally until he or she attains the standard retirement age of the table under which he or she 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 or her incapacity, shall be entitled to continue to receive sickness benefit, but reduced in proportion to his or her actual loss of income, for such period as the Board shall agree from time to time.

Part F Sickness Benefit (Continued)

- 9.3 A Member who is receiving sickness benefit and who is medically certified as being no longer able to work at his or her own occupation and who returns to work in an alternative occupation at lower pay than that applicable to his or her former occupation, may continue to receive sickness benefit, but reduced in proportion to his or her actual loss of income, for such period and on such terms as the Board as shall agree with him or her.
- 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, all Members shall continue to pay contributions during their incapacity.
11.2 Subject to paragraph 3.3 the Board 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 Board and as certified by a duly registered medical practitioner, prevents him or her from giving a valid receipt for any moneys received or otherwise from properly managing his or her affairs.
- 12 A Member who is in receipt of sickness benefit and who is advised by his or her medical advisor to take a holiday for the benefit of his or her health shall give notice to the Society immediately of his or her temporary address.
- 13 The Board, 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 Board that the Member has made any false representation to the Society, the Board 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 pursuant to the provisions of Rule 6.

Part G Retirement And Death Benefits

- 1
 - 1.1 Subject to paragraph 4 of Part C and paragraph 1.2, Members who retire from Membership in accordance with this Part G 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 Board shall decide upon the advice of the Actuary, calculated to the date of retirement, together with any terminal bonus that may be due pursuant to paragraph 1.4 of Part C.
 - 1.2 Subject to paragraph 1.4, a Member shall retire from Membership at the end of the month in which he or she attains the retirement age specified in the table under which he or she 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 Board), or attained the age of 60 or, in the opinion of the Board, is suffering from a permanent disability (as defined in paragraph 9 of Part F), may give notice to the Society that he or she wishes to retire from Membership, and such retirement shall take effect at the end of the month following that in which he or she gave such notice.
 - 1.4 Notwithstanding the provisions of paragraph 1.2, a Member paying contributions in accordance with paragraph 4 of Part B may give notice to the Society and retire from Membership on any date of his or her choosing.
- 2
 - 2.1 Upon the death of a Member, and subject to paragraph 4 of Part C, there shall be paid to his or her 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 or her death. The full amount credited to his or her account shall include such amount, in respect of the surpluses for the current year, calculated to the date of his death, as the Board shall decide upon the advice of the Actuary, together with any terminal bonus that may be due pursuant to paragraph 1.4 of Part C.
 - 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, and if no provision has been made by him or her for the disposal of his or her estate by testamentary disposition or nomination or if he or she has no next of kin, such amount shall be transferred to the General Fund of the Society or such other fund as the Board shall decide, and the Society shall not thereafter be liable to any person for that amount.
- 3 Members retiring in accordance with this Part G or, in the case of a deceased Member, his or her estate shall cease to have any interest in the funds of the Society as at the date their Membership is terminated.

WILTSHIRE



FRIENDLY

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