

WILTSHIRE



FRIENDLY

SOCIETY LIMITED

Schedule 1 to the Rules 1998

(as amended 31/12/2012)

Pre 2013 Holloway Members' Section

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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 paragraph 1.1 of Part C below.
- 5 “bonus” means the share of the investment surplus declared annually by the Committee and 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 “sickness benefit” includes supplementary sickness benefit.
- 13 “surpluses” means the underwriting surplus and the investment surplus.
- 14 “tables” means tables A, B, C, D or E contained in the appendix to this Schedule, and “table A”, “table B”, “table C”; “table D” and “table E” shall be construed accordingly.
- 15 “type of cover” means Standard Cost Cover, Reduced Cost Cover and Low Cost Cover as defined in the published policy guides relating to the Society’s retail products based upon this Schedule.
- 16 “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.
- 17 “unit” means a unit of sickness benefit.
- 18 “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.
- 19 “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.
- 20 “year” means a calendar year, and “yearly” shall be construed accordingly.
- 21 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.

Conditions Of Membership Of This Section

Members:-

- 1 who are members of this section as at 31 December 2012; or
- 2 who have already applied for membership of, or who have applied to increase their cover in accordance with, this section on or before that date, whose application is subsequently accepted and whose membership or increase in cover (as the case may be) commences on or before 31 January 2013

may continue to pay contributions under this section.

Except as provided in this Schedule, no further increases in cover may be made after 31 December 2012.

Any member of this section who wishes to make such increases may only do so in accordance with any other Schedule to these rules in force at that time for membership of which he would be eligible.

This section will close to new members on 31 December 2012 and will from that date be known as the “The PRE 2013 HOLLOWAY MEMBERS SECTION”.

Part A Membership

- 1 Only a member, as defined in Rule 1.1 above, who also meets the Conditions of Membership of this Section, as defined above, may continue to pay contributions in accordance with this Schedule after 31 December 2012. For the purposes of this Schedule and unless otherwise indicated, “membership” shall mean membership carrying with it the right to pay contributions and, save as provided in paragraphs 4.1 and 4.2 of Part B below, to claim sickness benefit and to share in the surpluses in accordance with the provisions of this Schedule, and “member” shall be construed accordingly.
 - 2 With the exception of members referred to in paragraphs 4.1 and 4.2 of Part B below, any member paying contributions in accordance with this Schedule may only increase or otherwise amend his cover as follows:
 - 2.1 by exercising his right to escalate his cover annually in accordance with paragraph 7 of Part B below;
 - 2.2 by suspending all or part of his entitlement to claim sickness benefit in accordance with paragraph 11.2 below and subsequently reinstating payment of contributions in accordance with paragraph 11.3 below;
 - 2.3 for members paying contributions under tables C and D only, by amending their deferred period in accordance with paragraph 10 below; or
 - 2.4 for members contributing under tables A and B only who wish to change their deferred period (as defined in paragraph 10 below) to one not provided for in table A or table B (as the case may be), by transferring all or part of their cover to tables C and D respectively. Members who exercise their rights under this paragraph shall not be permitted subsequently to transfer their contributions back to table A or table B (as the case may be).
- For the avoidance of doubt, any increase in or amendment to cover, other than those made pursuant to sub-paragraphs 2.1 to 2.4 above, will be subject to the Conditions of Membership of this Section as defined above.
- 3 Members who are under the age of 18 may only pay contributions for a maximum of 5 units, or such other 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, 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.
 - 5 Subject to paragraphs 3 and 4 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.
 - 6 Members applying to increase or otherwise amend their cover as provided by this Schedule shall complete a proposal and declaration in such form as may be prescribed from time to time by the Committee.
 - 7 An application to increase or otherwise amend a member’s cover as provided by this Schedule 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 the payment of increased contributions or the amendment of cover (as the case may be) will begin on the date decided by the Committee or by such other person or persons. 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.
 - 8
 - 8.1 Any member applying to amend his cover as provided by this Schedule 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.
 - 8.2 Any reasonable fee payable for any certificate of good health, medical examination or report required under paragraph 8.1 above shall be payable by the Society.

Part A Membership (Continued)

- 9 9.1 Any member who suffers from or, who has suffered from, any incapacity, which in the sole opinion of the Committee, would render him ineligible for decreasing his deferred period (as defined in paragraph 10 below) may, notwithstanding that fact and at the sole discretion of the Committee, be permitted to decrease his deferred period either:-
- 9.1.1 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
 - 9.1.2 subject to payment by the member of such additional monthly contributions as the Committee may decide.
- 9.2 Any member who decreases his deferred period in accordance with paragraph 10 below shall, if required by the Committee, pay such additional contributions, as may be determined by the Committee, if the occupation or any pastime of that member is considered by the Committee to be such as to present a greater degree of risk than other occupations or pastimes which it considers to be of standard risk.
- 10 Subject to the approval of the Committee and on such terms as it may decide, a member, if paying contributions under tables C or D, 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. A member who reduces the number of units for which he is paying contributions in accordance with this paragraph, and who subsequently wishes to increase his contributions, shall not be permitted to do so in accordance with this Schedule but may apply to do so in accordance with any other Schedule to the rules in force at that time for the membership of which he would be eligible.
- 11.2 Members who have been members for at least 1 year 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, or if aged 55 or above, until he attains the age of 60 and to pay reduced contributions under table E. Such members will not be entitled to claim sickness benefit, to share in the apportionment in accordance paragraph 1.1 of Part C below nor to escalate their cover in accordance with paragraph 2.1 above and paragraph 7 of Part B below.
- 11.3 Except as provided under paragraph 5 of Part F below, members who suspend payment of contributions for all or part of their cover under paragraph 11.2 above shall be entitled on notice to the Society to re-instate payment of contributions under tables A to D at any time 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 4 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 that the member 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 12.2 on page 4 (“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 Members paying contributions in accordance with this Schedule shall pay contributions under tables A, B, C, D or E only.
- 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 Committee may from time to time decide.
- 4
 - 4.1 Members whose registered age, as defined in paragraph 6 below, on 1st January in any year is 60 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 surpluses pursuant to paragraphs 1.1 and 1.2 of Part C below, but will not be entitled to claim sickness benefit.
 - 4.2 Former members of the Life & Endowment Section, who were members of the Life & Endowment Section on 31 December 2007, may pay contributions at such annual rate as may be decided by the Committee from time to time. Any such member will be entitled to allocation of the bonus pursuant to paragraph 1.2 of Part C below but will not be entitled to share in the apportionment pursuant to paragraph 1.1 of Part C below, to claim sickness benefit nor to a terminal bonus pursuant to paragraph 1.4 of Part C below.
- 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, every member shall be registered as at his age on the 31st December prior to the date of his admission to membership, which age shall be increased by one year on the 1st January after the date of his admission and thereafter on 1st January in each year.
- 7
 - 7.1
 - 7.1.1 Subject to sub-paragraph 7.1.2 below, any member paying contributions under table A, table B, table C or table D of this Schedule after 31 December 2012 shall have the right, annually on the 1st January of each year beginning on the 1st January 2014, to apply to the Society to increase the units for which he is contributing by 4%, or any lesser amount of his choosing rounded up or down to the nearest 1/10 of a unit, subject to paying additional contributions in respect of the increased units in accordance with the appropriate tables A, B, C or D. Any increase in accordance with this paragraph shall be subject to the Society's maximum benefit limits as defined in paragraph 5 of Part F below.
 - 7.1.2 Any member whose membership at 31st December 2012 included the right to escalate that cover periodically ("existing right") shall not be entitled to exercise his right under sub-paragraph 7.1.1 above for as long as the existing right applies.
 - 7.2 Save as provided in paragraph 7.5 below, any increase in units applied for in accordance with paragraph 7.1 above shall be granted without reference to a member's state of health at the time of application or increase.
 - 7.3 For the avoidance of doubt, the rights conferred by paragraph 7.1 above shall only apply to the year in question and, if not taken in any year, may not be carried forward and taken in any subsequent year.
 - 7.4 Any increase in units applied for in accordance with paragraph 7.1 above must take effect on the 1st January of the year in question ("the effective date") but the Committee, at its sole discretion, will consider applications received up to 30 days following the effective date and may back date the increase to the effective date. Applications received after 30 days have expired since the effective date shall not be processed and the member's rights conferred by paragraph 7.1 above shall lapse for that year.
 - 7.5 Any member who is claiming sickness benefit may not increase his units in accordance with paragraph 7.1 above until his claim has ceased.
 - 7.5.1 Any such member wishing to exercise the rights conferred by paragraph 7.1 above must apply to increase his units within 30 days of the date on which his claim ceased. The effective date of any such increase will be the first day of the month following the first full calendar month after that in which his claim ceased and the member shall be required to pay additional contributions only from that date.
 - 7.5.2 If a member who increases his units in accordance with this paragraph subsequently submits a claim of the type referred to in paragraphs 8.1, 8.2 and 8.3 of Part F below ("linked claim"), then, except at the sole discretion of the Committee, no benefit shall be payable for that linked claim in respect of the increased units. In such circumstances the increased units shall be cancelled and the member will receive a full refund of the additional contributions paid for those increased units and shall continue to contribute at the rates applicable to the units in respect of which he paid contributions prior to the cancelled increase.

Part C Surpluses And Bonuses

- 1.1.1 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 number of units contributed for by them during the year and according to the table under which such contributions were paid as at that date.
 - 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 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 4.1 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 4.1 of Part B above, either out of the surpluses in any year or from the Reserve Fund of the Society.
- 2.1 Members who have paid less than the whole year's contributions shall be entitled only to 1/12 of the sum to which they would have been entitled under paragraph 1.1 above for each month's contributions paid.
 - 2.2 If any such member, being in arrears, who is credited with reduced 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 following payment of those remaining contributions.
- 3 Any apportionment and/or allocation of bonus in accordance with this Schedule 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 24 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:-
 - 2.1 any member whose membership has lapsed in accordance with paragraph 1 above to pay up his arrears and be reinstated to membership; or
 - 2.2 any member who is 12 months or more but less than 24 months in arrears of contributions may pay up his arrears and re-establish his eligibility to claim and receive benefit in accordance with this Schedule.
- 3
 - 3.1 If a member is 12 months or more but less than 24 months in arrears of contributions at the commencement of his incapacity, he shall not be entitled to commence to claim sickness benefit until the expiration of 3 months from the date of payment of all arrears.
 - 3.2 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 in the preceding month, he shall not be entitled to commence to claim sickness benefit until the expiration of 28 days from the date of payment of all arrears.
 - 3.3 If a member is 3 months or more but less than 6 months in arrears of 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 14 days from the date of payment of all arrears.
 - 3.4 A member who is less than 3 months in arrears of contributions 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:-
 - 2.1.1 in the case of a new member, or an increase in cover, commencing after 31st December 1995, an amount equal to the latest declared apportionment rate for each unit contributed for, or for which contributions were due, 2 years before the month in which the withdrawal notice was given; or
 - 2.1.2 in the case of any other member, an amount equal to twice that rate; and
 - 2.1.3 in either case, all arrears of contributions as at the date of payment, if any.
 - 2.2 If a member, other than a member referred to in paragraph 4 below, does not give a withdrawal notice within 2 years of the date of the last payment by him of any contributions, 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 the deductions provided for in sub-paragraph 2.1.1 or sub-paragraph 2.1.2 above (as the case may be).
- 3
 - 3.1 Subject to paragraph 3.2 below, any person who has terminated his membership in accordance with paragraph 1 above may apply to rejoin the Society, and if he shall do so within 3 months of ceasing to be a member, and provided he recommences payment of contributions as if termination of his membership had not taken place, his account shall be credited with a sum equal to one-half of the amount deducted from his account on termination of his membership in accordance with sub-paragraph 2.1.1 or sub-paragraph 2.1.2 above (as the case may be).
 - 3.2 Any person who applies to rejoin the Society in accordance with paragraph 3.1 above may not do so in accordance with this Schedule but may only do so in accordance with any other Schedule to these rules in force at that time for membership of which he would be eligible.
- 4 A member who terminates his membership in accordance with paragraph 1 above and who rejoins the Society, in accordance with paragraph 3 above, 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 termination of his membership in accordance with paragraph 2 above, but before making any deductions pursuant to paragraph 2.1 above, as he shall think fit, and such sum shall be credited to his account and he shall be entitled to receive the bonus in accordance with paragraph 1.2 of Part C above.
- 5 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 accumulated surpluses for the preceding 2 years:-
 - 5.1 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;
 - 5.2 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;
 - 5.3 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
 - 5.4 if he has elected to pay contributions under paragraph 4 of Part B above, upon request.
- 6 Notwithstanding the provisions of paragraph 5 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 5 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 under paragraph 4 of Part B above, the purpose of the withdrawal.

Part E Termination Of Membership And Withdrawal Of Surpluses (Continued)

- 7 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.
- 8 8.1 At the end of the year in which he attains the age of 18, a member shall be entitled to withdraw the amount credited to his account, provided that he continues to pay contributions after the end of that year. Any application for such withdrawal shall be made by notice to the Society before the 1st November in that year, and any arrears of contributions will be deducted from the amount payable.
- 8.2 The Committee may, at its sole discretion, require a member who attains the age of 18 to undergo a medical examination by a duly registered medical practitioner appointed by the Society and at its expense. If the result of such examination is considered by the Committee to be unsatisfactory in any way, or for any other reason whatsoever, the Committee may pay the amount credited to that member's account to him without deduction, and he shall then cease to have any further interest in the funds of the Society as at the date of payment.
- 9 Save as provided in paragraph 3.1 above, members terminating their membership in accordance with this Part shall then cease to have any interest in the funds of the Society as at the date their membership is terminated.

Part F Sickness Benefit

- 1.1 Any member (except one who has elected to pay contributions under 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 2 years or, in the case of any claim for sickness benefit in respect of an incapacity that commenced prior to the 1st January 2013, 1 year, 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, at its sole discretion, considers 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 a period which is not less than the 3 months immediately preceding the date on which his incapacity commenced; 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 medical 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 11 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-sixth 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 12 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 on Sundays or for any incapacity which does not last for 3 or more consecutive days, excluding Sundays;
 - 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 for which the Society notified the member that it would not provide cover at the time of commencement of his membership or of any subsequent amendment to his cover.
- 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);

Part F Sickness Benefit (Continued)

- 4.2.4 war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military or usurped power except where the Committee agreed at the commencement of membership or of any subsequent amendment of cover that the Society will allow individual members of the armed forces of the United Kingdom or others whose occupation exposes them to the aforementioned risks to receive sickness benefit;
 - 4.2.5 voluntary sterilisation;
 - 4.2.6 pregnancy or childbirth, except any incapacity relating thereto;
 - 4.2.7 AIDS and any other conditions arising from or related to HIV infection or a sexually transmitted disease, except in cases where the Committee is satisfied, upon the advice of the Society's medical advisor, that the condition is present through no fault of the member; or
 - 4.2.8 unemployment or redundancy.
- 5 Except for members paying contributions under paragraphs 3 and 4 of Part A above or paragraph 4 of Part B 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 determine, during such period which is not less than the 3 months immediately preceding the commencement of his incapacity. 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 may 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 except as provided in paragraph 9.1 below, not do any work or do anything which may prolong his incapacity nor omit to do anything that may reduce the time required for his recovery, and 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 in any event not for remuneration; 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 weeks of ceasing to receive sickness benefit (for whatever reason) claims sickness benefit in respect of the same incapacity, or if his contributions are paid under table A, any incapacity, shall be deemed to have had a continuing incapacity for the 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, was doing so either at half rate under tables A or C or reduced rate under table A, and who within 24 weeks of ceasing to receive sickness benefit makes a further claim for sickness benefit in respect of the same incapacity, or if his contributions are being paid under table A any incapacity, shall only be entitled to receive sickness benefit at the rate that he would have received if his incapacity had been continuous.
 - 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 and who, in the sole opinion of the Committee, has ceased to claim sickness benefit before recovering from 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 if he had continued to claim sickness benefit without interruption.

Part F Sickness Benefit (Continued)

- 9.1 A member who has been suffering from an incapacity for more than 12 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 shall be an incapacity which is likely to last for a continuous period of greater than 12 months.
- 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.
- 10 A member who reduces his cover in accordance with paragraph 11.1 of Part A above or who has otherwise amended his cover in accordance with paragraph 12 of Part A above shall, with effect from the date on which the reduction in, or amendment to, his cover (as the case may be) has taken effect, shall only be entitled to receive sickness benefit at the reduced or amended rate (as the case may be).
- 11 Upon recovery from his incapacity, a member shall notify the Society of this fact as soon as possible but in any event within 7 days.
- 12.1 Except as provided in paragraph 12.2 below, all members shall continue to pay contributions during their incapacity.
- 12.2 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.
- 13 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.
- 14 A member who is serving in any of the armed forces of the United Kingdom need not pay contributions and in that case and, subject to sub-paragraph 4.2.4 above, shall not be entitled to claim sickness benefit for the duration of such service and shall not be liable to forfeit his membership due to non-payment of such contributions. Any such member shall not, on re-commencing payment of contributions, be considered to be in arrears for the purposes of this Schedule.
- 15 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 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 1.2.1 Subject to sub-paragraph 1.2.2 and paragraph 1.4 below, a member shall retire from membership at the end of the month in which he attains the age of 65 or, if later, his state pension age.
 - 1.2.2 For the avoidance of doubt, only members whose state pension age is above 65 and not above 68 may continue to contribute for benefits in accordance with this Schedule after they have attained the age of 65.
 - 1.3 Any member who, prior to attaining the age of 65 or, if later, his state pension age:-
 - 1.3.1 has, before attaining the age of 60, taken early retirement from work, and has provided evidence thereof to the satisfaction of the Committee;
 - 1.3.2 has attained the age of 60; or
 - 1.3.3 in the opinion of the Committee, is suffering from a permanent disability (as defined in paragraph 9.1 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 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(s) 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 a deceased member at the time of his death:-
 - 2.2.1 had paid at least 6 months contributions from the time of his admission to the Society;
 - 2.2.2 had not claimed sickness benefit;
 - 2.2.3 was not paying contributions in under paragraph 4 of Part B above, or Schedule 4 to these rules;
 - 2.2.4 was not 3 months or more in arrears; and
 - 2.2.5 had less than £100 in his account or such other amount as the Committee may from time to time decidehis personal representatives shall receive in addition to the amount credited to the deceased member, and from the Contingencies Fund as provided in rule 21.8 of these rules, or at the discretion of the Committee from the underwriting surplus for the current year, such additional sum as may be necessary to make up the total sum payable to £100 (or such other amount as the Committee may from time to time decide).
 - 2.3 If the deceased member had not at the time of his death paid at least 6 months contributions, no sum shall be payable to any person whether under this Part or otherwise.
 - 2.4 The provisions of paragraphs 2.2 and 2.3 above shall not apply if a member has rejoined the Society in accordance with paragraph 3 of Part E above, if he has withdrawn part of his account in accordance with paragraphs 5 or 6 of that Part or if he has transferred from another friendly society under Part H below.
 - 2.5 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 Transfer Of Membership

- 1 The Committee may agree with any other friendly society to transfer individual members to or from the Society, subject to this Schedule and upon such terms as the Committee shall decide.
- 2 Any member who, immediately before joining the Society, shall have been a member of some other friendly society, shall be allowed upon becoming a member of the Society to pay to the Society by way of a deposit such sum of money, not exceeding the amount paid to him by such other friendly society, as he shall think fit, and such sum shall be placed to his credit, and be entitled to receive the bonus, in accordance with paragraph 1.2 of Part C above, as if it had been apportioned to him as part of the surplus.

Part I 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 2 years.

Appendix To Schedule 1 - Pre 2013 Holloway Members Section

Contributions and Sickness Benefit

TABLE A

Only members already contributing to the funds of the Society at 31st December 1992 shall be permitted to contribute to the said funds in accordance with the following Table A, and only in such proportion as their existing shareholding shall dictate, one unit being equivalent to ten shares.

Sickness Benefit Per Unit Per Week	
First 26 Weeks	£6.00
Next 26 Weeks	£3.00
Thereafter	£1.80

Contribution Per Unit Per Calendar Month	
Age	Contributions
Birth - 34	£1.60
35 - 42	£1.80
43 - 50	£2.00
51 - 55	£2.20
56 - 59	£2.40
60 - 64	£2.80
65 - 67 (members who meet the conditions described in sub-paragraph 1.2.2 of Part G above)	£3.25

Supplementary Sickness Benefit	
Contribution Per Unit Per Calendar Month Based on Table A	
Age	Contributions
18 - 34	£0.70
35 - 42	£0.90
43 - 50	£1.20
51 - 55	£1.40
56 - 59	£1.80
60 - 64	£2.20
65 - 67 (members who meet the conditions described in sub-paragraph 1.2.2 of Part G above)	£2.65

Contributions and Sickness Benefit

TABLE B

Only members already contributing to the funds of the Society at 31st December 1992 shall be permitted to contribute to the said funds in accordance with the following Table B, and only in such proportion as their existing shareholding shall dictate, one unit being equivalent to ten shares.

Sickness Benefit Per Unit Per Week	
<i>£6.00 Per Week for an Entire Incapacity Excluding the First Seven Days of Each and Every Incapacity</i>	
Age	Contributions
Birth - 34	£1.50
35 - 42	£1.80
43 - 50	£2.20
51 - 55	£2.70
56 - 59	£3.40
60 - 64	£4.40
65 - 67 (members who meet the conditions described in sub-paragraph 1.2.2 of Part G above)	£5.10

A member wishing to receive sickness benefit at the full rate for an entire incapacity, including the first seven days of each and every incapacity, shall contribute 30p per unit per month to the funds of the Society in addition to Table B above.

Supplementary Sickness Benefit	
Contribution Per Unit Per Calendar Month Based on Table B	
Age	Contributions
18 - 34	£0.60
35 - 42	£0.90
43 - 50	£1.40
51 - 55	£1.90
56 - 59	£2.80
60 - 64	£3.80
65 - 67 (members who meet the conditions described in sub-paragraph 1.2.2 of Part G above)	£4.50

A member wishing to receive sickness benefit at the full rate for an entire incapacity, including the first seven days of each and every incapacity, shall contribute 30p per unit per month to the funds of the Society in addition to this Table.

Appendix To Schedule 1 - Pre 2013 Holloway Members Section

Contributions and Sickness Benefit

TABLE C

All members of this Section who elect to pay contributions and receive sickness benefit in accordance with the this table shall pay the following:-

Sickness Benefit Per Unit Per Week	
First 52 weeks payments	£6.00
Thereafter	£3.00

Contribution Per Unit Per Calendar Month	
Age	Contributions
Birth – 34	£2.00
35 – 42	£2.10
43 – 50	£2.30
51 – 55	£2.70
56 – 59	£3.10
60 – 64	£3.70
65 – 67 (members who meet the conditions described in sub-paragraph 1.2.2 of Part G above)	£4.30

A member may elect to receive sickness benefit other than from the first day of incapacity as provided in the above Table C, and he shall then contribute in accordance with the following:-

Age	After 1 week	After 4 weeks	After 8 weeks	After 13 weeks	After 26 weeks	After 52 weeks
Birth - 17	-	£1.80	£1.75	£1.70	£1.60	£1.50
18 - 34	£1.90	£1.80	£1.75	£1.70	£1.60	£1.50
35 - 42	£2.00	£1.90	£1.85	£1.80	£1.70	£1.60
43 - 50	£2.10	£2.00	£1.95	£1.90	£1.80	£1.70
51 - 55	£2.40	£2.20	£2.10	£2.00	£1.90	£1.80
56 - 59	£2.80	£2.60	£2.45	£2.30	£2.10	£2.00
60 - 64	£3.40	£3.10	£2.90	£2.70	£2.40	£2.20
65 - 67	£4.00	£3.60	£3.35	£3.10	£2.80	£2.50

Supplementary Sickness Benefit

A member contributing in accordance with this Schedule may, subject to the approval of the Committee, contribute for supplementary sickness benefit, in accordance with the following table and in such proportion of whole units of supplementary sickness benefit for each whole unit of sickness benefit contributed for under Table C above, as the Committee shall from time to time decide, but only insofar as such units of supplementary sickness benefit are used in combination with whole units of sickness benefit when determining the type of cover and the contributions members shall pay for that type of cover. Members contributing in accordance with Schedule 4 to these rules will be eligible to contribute for supplementary sickness benefit only and shall not be eligible to contribute for whole units of sickness benefit.

Contribution Per Unit Per Calendar Month Based on Table C	
Age	Contributions
18 – 34	£1.00
35 – 42	£1.10
43 – 50	£1.30
51 – 55	£1.80
56 – 59	£2.30
60 – 64	£3.10
65 – 67 (members who meet the conditions described in sub-paragraph 1.2.2 of Part G above)	£3.70

A member may elect to receive sickness benefit other than from the first day of incapacity as provided in the above Supplementary Sickness Benefit Table based on Table C, and he shall then contribute in accordance with the following:-

Age	After 1 week	After 4 weeks	After 8 weeks	After 13 weeks	After 26 weeks	After 52 weeks
18 - 34	£0.70	£0.60	£0.55	£0.50	£0.40	£0.30
35 - 42	£0.80	£0.70	£0.65	£0.60	£0.50	£0.40
43 - 50	£1.00	£0.90	£0.80	£0.70	£0.60	£0.50
51 - 55	£1.50	£1.20	£1.10	£1.00	£0.80	£0.60
56 - 59	£2.00	£1.80	£1.60	£1.40	£1.00	£0.80
60 - 64	£2.80	£2.40	£2.15	£1.90	£1.50	£1.20
65 - 67	£3.40	£3.00	£2.70	£2.40	£1.80	£1.45

Contributions payable for Supplementary Sickness Benefit will not entitle the member to share in the surpluses in accordance with paragraphs 1.1 and 1.2 of Part C above.

Appendix To Schedule 1 - Pre 2013 Holloway Members Section

Contributions and Sickness Benefit

TABLE D

Except as provided in Schedule 1, all members of this Section who elect to pay contributions and receive sickness benefit in accordance with this table shall pay the following:-

Sickness Benefit Per Unit Per Week	
For an entire incapacity	£6.00

Contribution Per Unit Per Calendar Month	
Age	Contributions
18 – 34	£2.30
35 – 42	£2.50
43 – 50	£2.80
51 – 55	£3.20
56 – 59	£3.80
60 – 64	£4.70
65 – 67 (members who meet the conditions described in sub-paragraph 1.2.2 of Part G above)	£5.40

A member may elect to receive sickness benefit other than from the first day of incapacity as provided in the above Table D, and he shall contribute in accordance with the following:-

Age	After 1 week	After 4 weeks	After 8 weeks	After 13 weeks	After 26 weeks	After 52 weeks
18 - 34	£2.10	£2.00	£1.95	£1.90	£1.80	£1.70
35 - 42	£2.30	£2.20	£2.15	£2.10	£2.00	£1.90
43 - 50	£2.50	£2.40	£2.35	£2.30	£2.10	£2.00
51 - 55	£2.90	£2.70	£2.60	£2.50	£2.30	£2.20
56 - 59	£3.50	£3.30	£3.10	£2.90	£2.70	£2.50
60 - 64	£4.40	£4.00	£3.75	£3.50	£3.10	£2.80
65 - 67	£5.10	£4.60	£4.30	£4.00	£3.50	£3.10

Supplementary Sickness Benefit

A member contributing in accordance with this Schedule may, subject to the approval of the Committee, contribute for supplementary sickness benefit in accordance with the following table and in such proportion of whole units of supplementary sickness benefit for each whole unit of sickness benefit contributed for under Table D above, as the Committee shall from time to time decide, but only insofar as such units of supplementary sickness benefit are used in combination with whole units of sickness benefit, when determining the type of cover and the contributions members shall pay for that type of cover. Members contributing in accordance with Schedule 4 to these rules will be eligible to contribute for supplementary sickness benefit only and shall not be eligible to contribute for whole units of sickness benefit.

Contribution Per Unit Per Calendar Month Based on Table D	
Age	Contributions
18 – 34	£1.20
35 – 42	£1.40
43 – 50	£1.80
51 – 55	£2.30
56 – 59	£3.10
60 – 64	£4.10
65 – 67 (members who meet the conditions described in sub-paragraph 1.2.2 of Part G above)	£4.80

A member may elect to receive sickness benefit other than from the first day of incapacity as provided in the above Table D, and he shall contribute in accordance with the following:-

Age	After 1 week	After 4 weeks	After 8 weeks	After 13 weeks	After 26 weeks	After 52 weeks
18 - 34	£0.90	£0.80	£0.75	£0.70	£0.60	£0.50
35 - 42	£1.10	£1.00	£0.95	£0.90	£0.80	£0.70
43 - 50	£1.50	£1.30	£1.20	£1.10	£0.90	£0.80
51 - 55	£2.00	£1.70	£1.55	£1.40	£1.20	£1.00
56 - 59	£2.80	£2.40	£2.20	£2.00	£1.60	£1.30
60 - 64	£3.80	£3.30	£3.00	£2.70	£2.30	£1.80
65 - 67	£4.50	£4.00	£3.65	£3.30	£2.70	£2.10

Contributions payable for Supplementary Sickness Benefit will not entitle the member to share in the surpluses in accordance with paragraphs 1.1 and 1.2 of Part C above.

Appendix To Schedule 1 - Pre 2013 Holloway Members Section

Contributions and Sickness Benefit

TABLE E

Except as provided in Schedule 1, all members contributing under tables A to D of this Section may elect to suspend payment of contributions under those said tables in accordance with paragraph 11.2 of Part A above and to pay contributions in accordance with the following Table E:-

<i>Contribution Per Unit Per Calendar Month Members Contributing Under Table A</i>	
<i>Age</i>	<i>Contributions</i>
Birth – 67	£0.15

<i>Contribution Per Unit Per Calendar Month Members Contributing Under Tables B,C and D</i>	
<i>Age</i>	<i>Contributions</i>
Birth – 67	£0.20

For the avoidance of doubt members contributing under Table E may not receive sickness benefit or be allocated a share in any apportionment until such time as their normal cover resumes.

WILTSHIRE



FRIENDLY

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