

WILTSHIRE



FRIENDLY

SOCIETY LIMITED

Schedule 4 to the Rules 1998

(as amended 31/12/2012)

Group Members' Section

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Interpretation

In this Schedule unless the context otherwise requires:-

- 1 “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.
- 2 “contributions” means contributions paid for units.
- 3 “cover” means the total number of units in respect of which contributions are paid from time to time.
- 4 “incapacity” means injury caused by an accident or illness.
- 5 “month” means a calendar month.
- 6 “sickness benefit” includes supplementary sickness benefit.
- 7 “tables” means tables C & D in the appendix to Schedule 1 to these rules.
- 8 “unit” means a unit of sickness benefit.
- 9 “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.
- 10 “year” means a calendar year, and “yearly” shall be construed accordingly.
- 11 “the act” means the Friendly Societies Act 1992
- 12 reference to any statute or statutory instrument includes reference to any statutory modification, consolidation or re-enactment of it for the time being in force.

Coming Into Force Of This Section

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

Part A Group Members

- 1 The Committee shall have the power to make arrangements with employers for the admission of their employees (“group”) to membership of the Society for all or any of the benefits provided by Schedule 1, and members admitted in accordance with this paragraph and paragraphs 3 and 4 below shall be called group members (“group members”).
- 2 Except as provided in this Schedule, the terms of Schedule 1 shall apply to all group members.
- 3 A person who is not less than 18 nor more than 60 years of age and, in the sole opinion of the Committee, of good character may apply to be a group member.
- 4 Group members may, subject to the prior consent of the Committee, elect to pay contributions for sickness benefit only in which event contributions shall be paid in accordance with tables C or D.
- 5 Contributions shall be payable to the Society on a prescribed day each month and shall not be refundable.
- 6 A group member who has been suffering from an incapacity for more than 12 months, and whose employment shall have been terminated by the employer because of the incapacity, shall be given the option to continue his membership for as long as the incapacity shall continue or until retirement or death. Contributions payable shall be deducted from sickness benefit as often as the Committee shall decide.
- 7 If contributions are not paid within 14 days of the due date, the membership of the group member shall lapse, and the Society shall not then be liable for payment of sickness benefit to that group member unless the Committee, at its sole discretion, shall decide otherwise.
- 8 The employer may, on giving not less than 13 weeks’ notice, terminate the arrangements for the group made under paragraph 1 above at the end of any year.
- 9 The Society may review the terms of the existing scheme (as defined in paragraph 11 below) at intervals of not less than 24 months and, if the Committee so decide, may amend the contributions paid by the employer, subject to not less than 13 weeks’ notice being given, or in the case of a reduction in contributions, immediately.
- 10 Except in the circumstances described in paragraph 6 above, the membership of a group member shall be deemed to have ceased on the date on which his contract of employment with his employer terminated, or on the termination of the arrangements for the group as provided under paragraph 8 above, and the liability of the Society for payment to that group member of sickness benefit under these rules shall cease absolutely as at that date.
- 11 The following paragraphs of this Schedule shall apply to all group schemes (as defined in paragraph 13 below) established after 29th May 2007. For the avoidance of doubt, paragraphs 1 – 10 inclusive of this Schedule shall continue to apply to all group schemes established before that date (“existing schemes”), to the members of existing schemes and any persons who join or leave existing schemes.
- 12 Members admitted to membership under the following paragraphs of this Schedule (“new group members”) shall be entitled to all or any of the benefits provided by Schedule 1.
- 13 The Committee shall have power to make arrangements with any qualifying person (as defined in section 11(3) of the Act) appointed on behalf of an employer for, or in respect of, the members of a group scheme (as also defined in section 11(3) of the Act) whereby such members are admitted to membership of the Society. For the purposes of the following paragraphs of this Schedule, such arrangements shall be called a group scheme or a group personal scheme.
- 14 Except as provided in this Schedule, the terms of Schedule 1 to these rules shall apply to all new group members, but the Committee shall have the power to amend such terms as necessary in order to provide suitable schemes for each employer or employee.
- 15 The rates of contribution, the benefits to be provided and the terms and conditions applicable to each group scheme and to each new group member shall be determined by the Committee and agreed in advance with the employer or, in the case of group personal schemes, the employee.

Part A Group Members (Continued)

- 16 Applications for the arrangement of group schemes, the admission of new group members to membership of the Society and claims for benefit shall be made in writing and in a format that shall be prescribed by the Committee from time to time.
- 17 The Committee shall be entitled to require employers and their employees and, in the case of group personal schemes, the employees only, to provide such information as it shall deem necessary for:-
- 17.1 the initial arrangement of and any future changes to the terms and conditions of a group scheme;
 - 17.2 the admission of new group members to membership of the Society and any amendments to their cover or the terms and conditions of their membership;
 - 17.3 the acceptance and management of claims for sickness benefit; and
 - 17.4 the general administration of the scheme and the cover provided to individual employees including, but not limited to, information relating to the income, current medical records and medical history of any new group member.
- 18 When determining the rates of contributions to be paid by, and the benefits to be provided to, new group members, the Committee shall seek and consider advice as appropriate from the actuarial function holder.
- 19 The Society shall make available on its website electronic copies of its memorandum and rules and, on request, by electronic transmission to any employer, employee or, in the case of a group personal scheme, the member. Upon arrangement of a group scheme, the employer or, in the case of a group personal scheme on his acceptance to membership, the employee may request to be supplied with a paper copy of the memorandum and rules free of charge.
- 20 New group members shall be entitled to apply directly to the Society for benefits, other than those provided by their employer under the group scheme:-
- 20.1 in accordance with Schedule 3 to these rules; and/or
 - 20.2 as a member of a group personal scheme.

Such members shall not be required to retire from membership of the Society pursuant to paragraph 21 below, but in each case only to the extent of those additional benefits provided as a result of the acceptance by the Society of an application under this paragraph.

- 21 Except as provided in paragraphs 22 and 23 below, the membership of a new group member shall be deemed to have ceased on the date on which their contract of employment with their employer or (as the case may be) their membership of the group scheme terminated.
- 22 New group members who leave their group scheme shall have the right to continue their membership on an individual basis subject only to there being formal arrangements in place for them to continue paying contributions, there being no break in cover and, in the sole opinion of the Committee, the overall insurance risk to the Society being the same as or lower than that applicable to their being a member of their group scheme. Such new group members shall be referred to as former group members, and shall contribute at the same rates that are applicable to new group members who are members of a group personal scheme.
- 23 New group members who are members of a group scheme, but for the avoidance of doubt, not those who are members of a group personal scheme, and whose membership is deemed to have ceased pursuant to paragraph 21 above whilst a claim for sickness benefit is in progress, shall continue to receive sickness benefit until the earlier of:-
- 23.1 their recovery from incapacity and their fitness to return to work;
 - 23.2 their return to work;
 - 23.3 the expiry of any applicable maximum period during which sickness benefit may be provided;
 - 23.4 the termination of their membership;
 - 23.5 their reaching retirement age; or
 - 23.6 their death and
- such group members shall continue to pay contributions which, at the sole discretion of the Committee, may be deducted from any sickness benefit payable to them.

Part A Group Members (Continued)

- 24 Former group members shall be entitled to apply to the Society to transfer their membership to a new membership pursuant to the provisions of Schedule 3 to these rules, provided that any such application is made no later than six months after first becoming a former group member or such longer period that the Committee shall determine from time to time (“qualifying period”). Any such former group member shall not be offered terms any less favourable than those applying generally to them before making their application including, but not limited to, those relating to medical conditions, and notwithstanding the fact that their new membership may entitle them to receive sickness benefit during a longer period. Any such application received after the end of the qualifying period shall only be dealt with at the sole discretion of the Committee.

WILTSHIRE



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