

Protect the things you care about

Schedule 4 - Rules of the **My Extra Benefits Contract**



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Schedule 4

PART A - General - Definitions and Interpretation

1. Definitions

In this Schedule the following words and expressions have the meanings set out in the following table:

Act	Friendly Societies Act 1992, as amended from time to time
Arrears	Any Premiums which have fallen due and have not been paid by the due date
Benefits	Benefits payable under the Contract comprising: <ul style="list-style-type: none">• Fracture Benefit (must be taken in conjunction with Hospitalisation Benefit)• Hospitalisation Benefit (must be taken in conjunction with Fracture Benefit)• Working Life Death Benefit as more particularly described in Part D
Board	The Board of Directors of the Society as referred to in the General Rules
Calendar Year	1 st January to 31 st December inclusive
Component	either Fracture Benefit and Hospitalisation Benefit (which are available only in conjunction with each other) or Working Life Death Benefit
Contract	The Contract between the Society and a Member who had been admitted to this Scheme
Cover	The extent of a Member's entitlement to Benefits under this Contract
Disabling Condition	Any illness or injury, incapacity or disease (other than an Excluded Condition) which results in the Member being entitled to Benefits under this Contract so long as the Member continues to have the condition
Doctor	A medical practitioner other than the Member or a member of the Member's family who is licensed under the Medical Act 1983 (or any later re-enactment, replacement or amendment thereof) and holds full registration with the General Medical Council
Excluded Condition	A condition specifically excluded from Cover under the Contract as set out in the offer of terms of Contract either at application, or Variation , together with any claim directly or indirectly arising from: <ul style="list-style-type: none">• The misuse of solvents or substances used for other than their stated purposes• The use of illegal substances or drugs not taken under the advice or supervision of the Member's Doctor• The misuse of alcohol• Pregnancy/childbirth and sterilisation, unless on the grounds of medical necessity• Any operation or treatment that is not medically necessary, including cosmetic surgery• The Member's criminal conduct or participation in a criminal act
Expiry Date	The date at which entitlements to all Benefits ceases as specified at the start of the Contract or at Variation , subject to always not exceeding the Member's 70 th birthday.
Fracture Benefit	The Benefit described in Rule D1.1
General Rules	The General Rules of the Society that apply to all the Society's Members
Hospitalisation Benefit	The Benefit described in Rule D1.2

Member	A person who holds a valid in-force Contract under this Scheme and Membership shall be construed accordingly
Premium	The amount payable by a Member to the Society to secure Benefits under the Contract
Prescribed Form	Any form required by the Society to be completed by a Member , as referred to in this Schedule 4
Schedule 1 Member	A person holding a valid in-force Health and Wealth contract with the Society
Schedule 2 Member	A person holding a valid in-force Income Assured Plus contract with the Society
Schedule 3 Member	A person holding a valid in-force My Earnings Insurance contract with the Society
Scheme	The Contract as it applies to the Member under the General Rules and this Schedule 4
Society	Cirencester Friendly Society Limited whose Registered Office is at 5 Dyer Street, Cirencester, Gloucestershire, GL7 2PP, or such other registered address as may be applicable from time to time
Society's Medical Adviser	Any registered medical practitioner or other health professional appointed by the Society
Society's Members	A Schedule 1, 2 or 3 Member along with Members of the Society under this Scheme or any other scheme which may in the future be added by way of a further schedule to the General Rules .
Society's Representative	An employee of the Society , the Society's Medical Adviser or other persons authorised to act on behalf of the Society
UK	The United Kingdom of Great Britain and Northern Ireland, and for the purpose of this Schedule, the Channel Islands and the Isle of Man
Underwriting	The process whereby the Society determines whether or not and on what basis it will accept any application made to it (as to which the Society will be entitled to exercise at its absolute and unfettered discretion and shall not be required to provide any reasons for any particular exercise of its discretion, which may include, in the case of applicants, changing the terms of admission, or Variation , to an existing Contract by way of excluding and/or restricting the extent of Cover or charging additional Premiums)
Variation	A change or amendment to the Contract
Working Life Death Benefit	The Benefit described in Rule D1.3

2. Interpretation

In this Schedule, unless the context requires otherwise, reference to one gender shall include all genders and references to the singular should include the plural and words in the plural include the singular.

The contractual terms and conditions and other information relating to the **Scheme** will be construed in accordance with the Laws of England. The **Member** submits to the exclusive jurisdiction of the English Courts.

Reference in this Schedule to a Part means a Part of this Schedule 4 and any reference to the Rules means, unless the context requires otherwise, to the Rules contained in this Schedule 4.

PART B - Terms of Admission, Member's Options and General Duties of Members under this Scheme

Eligibility

- 1 To be eligible to join this **Scheme** the applicant must:
 - 1.1 apply for and be admitted as a **Schedule 1, 2 or 3 Member**;
 - 1.2 be resident in the **UK** with no immediate intention to live or work abroad;
 - 1.3 be at least 16 years of age, but have not yet attained age 65;
 - 1.4 be able to supply a minimum of five years medical history from a **Doctor**;
 - 1.5 not be awaiting any medical tests, investigations or the results of these.

An existing **Member**, can apply for My Extra Benefits if they:

- 1.6 are up to date with their **Premiums** and not in **Arrears**;
- 1.7 have not submitted a claim to receive benefit or are not receiving benefit at the time of application;
- 1.8 apply for the **Contract** to run for a minimum of five years, until the **Expiry Date**;
- 1.9 complete a selection of short medical questions to help establish their eligibility;
- 1.10 are adding **Cover** to an existing insurance contract under Schedules 1,2 or 3 to the **General Rules**.
and;

if a **Member** has made a claim under any other schedule to the **General Rules**, then they may only be able to apply after 12 months have expired following the latest claim. This will be subject to individual underwriter review for more minor claims.

If a **Member** ceases their **Contract** and then chose to re-apply, a period of at least 12 months must elapse before any re-application can be re-considered by the **Society**.

Application

2. Any application for **Membership** or **Variation** of existing **Membership** must be made in writing in the **Prescribed Form** and shall be sent to the Registered Office of the **Society** and shall be subject always to Rule B5.
3. On application for **Membership** the **Expiry Date** shall not be earlier than five years from the date of application or later than the applicant's 70th birthday.
4. The **Society** shall have the right to require from applicants for **Membership** of this **Scheme**:
 - 4.1 a medical report(s) from the applicant's **Doctor** at the cost of the applicant;
 - 4.2 a birth certificate;
 - 4.3 such evidence as may be required to enable the **Society** to discharge its regulatory duties, including compliance with the Money Laundering Rules.

5. Each application for **Membership** or **Variation** of existing **Membership** shall:
- 5.1 unless the application is to decrease **Benefits**, be subject to **Underwriting**; and
 - 5.2 be considered by the **Society** in the exercise of its absolute and unfettered discretion as to which it shall not be required to provide any reasons for any particular exercise of its discretion, which may include in the case of applicants, declination or postponement of **Cover** or restricting the extent of **Cover** or charging additional **Premiums**.
6. In the event that an application for **Membership**, or **Variation** of existing **Membership** is declined or postponed or of an applicant exercising their cancellation rights in accordance with regulatory requirements any **Premium** paid by them to the **Society** in respect of the application for **Membership**, or **Variation**, or amendment of existing **Membership** as applicable prior to the cancellation shall be refunded in full.

At Admission to Membership

7. Upon admission under this **Scheme** each **Member** shall, subject to the provisions of these Rules:
- 7.1 become entitled to the **Benefits** described in Part D applicable to the **Member's** choice of **Components**;
 - 7.2 pay the **Premiums** applicable to that choice of **Components**;
 - 7.3 be issued with written confirmation that shall include details of the choice of **Components**

Member's Options and Variations to Terms of Membership after Admission

8. Subject to the completion of the **Prescribed Form**, a **Member** whose **Cover** consists of a single **Component** may at any time up to five years before their **Expiry Date** apply to add the other **Component** to their **Cover** and a **Member** whose **Cover** consists of both **Components** may cancel either **Component**. An application to add a **Component** may be subject to additional **Underwriting** and may require the **Member** to provide additional medical report(s) at the **Member's** own cost.

The General Duties of Members

9. Each **Member** shall:
- 9.1 co-operate at all times in good faith with the **Society** in relation to all aspects of the administration of this **Scheme**;
 - 9.2 notify the **Society** as soon as practicable of the loss of any certificate or other document evidencing any entitlement to the receipt of **Benefits** payable under this **Scheme**;
 - 9.3 forthwith on demand repay to the **Society** and indemnify the **Society** against any overpayment of **Benefits** if paid in error or as a result of an incorrect claim by the **Member** together with interest at 2% over the Bank of England bank rate prevailing from time to time from the date of any request for repayment if not re-paid within four weeks. The **Society** shall be entitled to set-off any payment due from a **Member** under this Rule B9.3 against any payment due to the **Member** on any account whatsoever.

PART C - Premiums

1. The **Premiums** payable for **Cover** under this **Scheme** shall be at such rate as shall apply from time to time. The **Premium** rates may be amended from time to time in accordance with rule 26 of the **General Rules** but any increases/changes will not apply to any **Component** for which an existing **Member** has applied and been accepted under Part B.
2. **Premiums** shall be paid on the same date each month and in the same manner as the **Premiums** payable for the **Member's** insurance cover under Schedules 1, 2 or 3 to the **General Rules**

PART D - Benefits

1. The **Benefits** available under this **Scheme** are:

1.1 Fracture and Hospitalisation Benefit:

A lump-sum payment of £1,000 if the **Member** has a comminuted, complicated, compound depressed or simple fracture (but not any other type of fracture) of any one or more of the following bones:

Medical Names	Common Names
Cranial: Frontal, Parietal, Temporal, Occipital or Sphenoid	Skull & base of Skull
Orbit	Eye socket
Primary Facial: Mandible, Maxilla or Zygomatic	Cheekbone & Jaw
Clavicle	Collar bone
Scapula	Shoulder blade
Sternum	Breast bone
Humerus	Upper arm
Ribs	Ribs
Vertebrae: Cervical, Thoracic or Lumbar, Sacrum, Coccyx	Vertebra
Radius, Ulna	Forearm
Pelvic Ala, Pelvis	Hip
Pisiform, Hamate, Capitate, Triquetral, Trapezium, Trapezoid	Wrist
Metacarpals, Palm, Lunate, Scaphoid	Hand
Femur	Upper leg
Patella	Knee
Tibia, Fibula	Lower leg
Malleolus, Talus	Ankle
Metatarsals, Navicular, Calcaneus, Cuneiform: medial, intermediate or lateral	Foot

The common names above are provided for guidance only: in cases of uncertainty, eligibility for **Fracture Benefit** shall be determined by reference to the medical name of the fractured bone.

Only one payment will be made in any 12-month period irrespective of the number of separate fractures that the **Member** may suffer during that period or the number of bones fractured in any one incident

Fracture Benefit is only available in conjunction with **Hospitalisation Benefit**.

1.2 Hospitalisation Benefit

A payment of £50 per night for any stay of at least three consecutive nights as an in-patient in a hospital in the **UK** whether for a fracture or for any other reason, unless excluded under this **Schedule**. **Hospitalisation Benefit** will only be payable if the **Member** is an inpatient in a **UK** hospital. **Benefit** will not be paid if the **Member** is staying in hospital to accompany a child, spouse, parent, relative or friend. Following three consecutive nights in hospital, the payment will be backdated to the first night's stay and is subject to a maximum benefit of 21 nights per stay and limited to a total of 21 nights in any 12 month period.

Hospitalisation Benefit is only available in conjunction with **Fracture Benefit**.

1.3 Working Life Death Benefit

A lump sum payment of £5,000 on the death of the **Member** prior to age 70.

2. In order to claim for **Fracture Benefit** or **Hospitalisation Benefit** a **Member** must:

2.1 notify the **Society** of their intention to claim and submit a completed **Prescribed Form** together with the supporting evidence set out below. All claims must be notified to the **Society** within 8 weeks of the event leading to a potential claim.

Fracture Benefit – The **Prescribed Form** must be counter-signed by the **Member's Doctor** or the Hospital **Doctor** or Consultant that attended them.

Hospitalisation Benefit – The **Prescribed Form** must be counter-signed by the **Member's Doctor**, or the Hospital **Doctor** or Consultant that attended them.

In order to claim for **Working Life Death Benefit** the **Prescribed Form** must be supported with an original Death Certificate or a certified copy signed by a solicitor or financial advisor.

2.2 subject to Rule D2.3 in cases where the **Society** is satisfied that delay in promptly sending in the **Prescribed Form** and supporting evidence or otherwise complying with the requirements of Rule D2.1 is clearly due to the relevant **Member's** sudden **Disabling Condition**, removal to hospital, serious accident or other exceptional cause, it may (but shall not be obliged to) grant an extension of time, not exceeding two weeks in addition to the time permitted pursuant to Rule D2.1, in order that the **Member** or someone on their behalf may forward the **Prescribed Form** and supporting evidence without incurring loss of **Benefits** for late delivery to the **Society**;

2.3 The **Society** shall always have the right to have any **Member** claiming or in receipt of **Benefits** independently examined by the **Society's Medical Adviser**.

3. **Benefits** shall not be paid in respect of an **Excluded Condition**.

4. A **Member** wishing to claim any **Benefits** under any part of this **Scheme**:

4.1 shall whenever requested by the **Society's Representative** provide a written authority in order that the **Society** can obtain a medical report or any medical information from the **Doctor** of the **Member** as to any past illness, injury, incapacity or disease whether or not the same is of a similar nature.

4.2 shall permit the **Society's Representative** to visit and interview them at any reasonable times;

4.3 shall comply with the reasonable requirements of the **Society's Representative**;

4.4 shall provide, at their expense, and in English, any report and documentary evidence the **Society** requests the **Member** to provide (or, where the original was not written in English, accompanied by a translation into English certified as an accurate translation by a translator who has been accepted by the English High Court as competent to undertake similar translation work in the past).

5. Should a **Member** be guilty of a breach of any of the provisions of Rules D2.3 or D4 the **Society** may refuse the payment of **Benefits** or, if **Benefits** have already been paid, may demand their repayment, in which case Rule B9.3 shall apply

6. No **Member** shall be entitled to receive **Benefits** from the **Society**:

6.1 if **Premiums** are in **Arrears** or the **Member** is in arrears with any other **Premiums** due to the **Society** under any other schedule to the **General Rules** either at the time the event(s) giving rise to the claim occurred or at the time of the claim;

6.2 in respect of any **Disabling Condition** or death occurring during the first 30 days after the **Contract** has commenced.

7. Any **Member** suffering from any mental disease or affliction shall be entitled to the same **Benefits** and privileges and shall be subject to the same restrictions and conditions as if they were suffering from some bodily illness or incapacity.

8. Where a **Member** is suffering from any mental disease or affliction, the **Society** may pay **Fracture Benefit** and **Hospitalisation Benefit** to any spouse or children dependent on them for maintenance (subject to them

producing to the **Society** such authorities as it may require) or in default to the person legally responsible for the affairs of such **Member**.

9. As a further requirement of this **Scheme** entitlement to payment of **Benefits** shall be dependent upon:
 - 9.1 the **Society** being satisfied that the **Member** is permanently resident within the **UK** (the **Society** having taken into account for this purpose the evidence provided pursuant to Rule D9.2); and
 - 9.2 a **Member** shall provide such information as the **Society** may reasonably require to enable the **Society** to determine whether or not a **Member** meets the condition of Rule D9.1 including but not limited to original documentary evidence providing proof of the day to day address at which the **Member** is sleeping, tax assessments for the previous two years before the date of any claim, the address of the **Member's** then current **Doctor** and bank account through which day to day living expenses are paid.

PART E - Disqualifications and Forfeitures of Membership

1. The **Society** may expel any **Member**:
 - 1.1 who has knowingly made any false statement or declaration to the **Society**, whether in connection with an application for **Membership** or **Variation** to their terms of their **Membership** under this **Scheme** or in connection with a claim for **Benefits**, or otherwise deceives or attempts to deceive the **Society** whether by any fact or failing to disclose any fact which ought to have been disclosed;
 - 1.2 if in its absolute discretion it considers that (a) the **Member** is or has been in material or persistent breach of any of this Schedule; or (b) that person's continued **Membership** of the **Society** is or may be detrimental or prejudicial to the interest of the **Members** generally;
 - 1.3 a **Member** shall be treated as in persistent breach of this Schedule in the event that the relevant rule has been breached on two or more successive occasions by the **Member** or in the event of a single breach of a rule remaining un-remedied for a period of four weeks or more;
 - 1.4 a **Member** shall be treated as in material breach of a rule in the event that the breach constitutes a persistent breach or where the breach is anything other than trivial.
2. A **Member** who is expelled from the **Society** shall forfeit all **Premiums** paid in respect of the **Contract** to the **Society**, together with any right to claim or receive **Benefits** as at the date of their expulsion, or such part thereof as the **Society** may, at its sole discretion, decide.
3. Notwithstanding the provisions of Rule E.1 above the **Society** shall have the authority to vary the terms of admission, or **Variation**, or amendment of existing **Membership** in the event of a **Member** making an inadvertent or innocent statement or declaration, resulting in more beneficial terms being offered by the **Society** to the **Member** than would have pertained had a full disclosure been made at application. The **Member** shall be informed of such change in writing and, in the event of a dispute with the **Society**, shall retain the right to have the matter referred to arbitration under **General Rule 25**, or considered by the Financial Ombudsman Service or any successor or other service replacing the same.
4. Every **Member** whose **Premiums** under their **Contract** or the **Premiums** payable by them under any other Schedule to the **General Rules** are three or more months in **Arrears** shall be considered to have terminated their **Membership** and their **Membership** shall automatically lapse. The **Society** may, at its sole discretion for special reasons, allow **Membership** to continue, provided the **Member** pays up all **Arrears** together with any **Arrears** under any other schedule to the **General Rules**. Such **Member** may then continue and will be eligible for **Benefits** from the first day of the month following that in which all due **Premiums** and all payments due under any other schedule to the **General Rules** have been received by the **Society**.

PART F - Proceedings on Death and Termination of Membership

1. The **Cover** provided under the **Contract** is designed to be linked directly to an existing insurance contract under Schedules 1, 2 or 3, with the **Society**. Under normal circumstances, **Cover** will therefore cease at the same time as the **Member's** existing insurance contract under Schedules 1, 2 or 3, with the **Society**. However, on application to the **Society**, and at the **Society's** sole discretion, **Cover** under this **Contract** may continue on a stand-alone basis subject to continuation of **Premiums** and provided always that they continue to qualify for **Benefits** under this **Scheme**.
2. On the attainment of the **Expiry Date** or on the death of a **Member**, entitlement to all **Benefits** shall cease save the payment of any **Benefits** due at or up to age 70, or the date of death of the **Member**, which have not been paid out by the **Society**.
3. Where a **Member** dies, any **Working Life Death Benefit** and any unpaid **Fracture and Hospitalisation Benefit** shall be paid to the personal representative of such **Member**, or such sum not exceeding the limit of amount for the time being prescribed by law, shall be distributed among such persons as appear to the **Society** to be entitled by law to receive the same, and in the case of any dispute, may be retained by the **Society** until such dispute is decided in accordance with the law. Where it is established there is no legal claimant to any sum payable at death of a **Member**, then such sum shall be transferred to the Reserve Fund of the **Society**.
4. A **Member** may terminate their **Membership** by giving written notice to the **Society**. Entitlement to all **Benefits** shall cease immediately upon receipt of such notice by the **Society** but shall not affect any accrued liability of the **Society** to a **Member** or any liability of the **Member** to the **Society**.



A J Horsley
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