



Health And Wealth

SCHEDULE 1



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SCHEDULE 1

SICKNESS BENEFIT

PART A ~ General ~ *Definitions and Interpretation*

In this Schedule unless the context otherwise requires the following definitions terms and expressions shall have the meanings specified

Definitions

Benefits	Benefits payable to Members under this Schedule of the Rules
C.B.S Members	Persons who were firstly members of Cirencester Benefit Society on 1st August 1992, secondly continued their membership thereafter until the incorporation of the Society and thirdly have been a Member of the Society since such incorporation
Cirencester Benefit Society	The Society prior to its incorporation and as previously registered under the Friendly Societies Act 1974
Contributions	The amount payable by a Member to the Society to secure Benefits
Deferred Sickness Benefit Scheme	Means any scheme of the Society which does not under the Tables (referred to in Part C of these Rules) provide for payment of Sick Pay from the first day of illness and defers the start of payment of Sick Pay
Deferred Period	Means the first period of illness under any Deferred Sickness Benefit Scheme during which Sick Pay is not payable under the Table applicable to the particular scheme
District Secretary	The Secretary of any District created by the Committee under General Rule 8 (5) (m)
Doctor	A duly qualified and registered General Practitioner
E.U.	The United Kingdom of Great Britain and Northern Ireland, other member states of the European Community and also includes for the purpose of these Rules the Channel Islands and the Isle of Man
Former Member	A person who has ceased in accordance with the Rules to be a Member of the Society under this Schedule
Interest	Interest on the Member's Credit and credited to the Member

<i>Interest Rate</i>	The rate or rates of interest fixed from time to time by the Committee acting on the advice of the Appointed Actuary
<i>Member</i>	A Member of the Society to whom a Share has been allotted under this Schedule
<i>Member's Credit</i>	The amount standing to the credit of a Member in the books of the Society from time to time
<i>Member's Doctor</i>	The Doctor with whom a Member is registered or a Doctor whom the Member consults for the purpose of obtaining any certificate or other evidence of health pursuant to the Rules
<i>Pre Tax Weekly Income</i>	For employed persons, their gross weekly earnings or emoluments and for self employed persons, their net relevant weekly earnings or profits
<i>Share</i>	A Share is a unit allocated by the Society on which Contributions and Benefits are based
<i>Sick Pay</i>	Sick Pay Benefit payable to Members
<i>The Society's Medical Adviser</i>	An independent Doctor or Specialist appointed by the Society
<i>The Society's Representative</i>	An employee of the Society, the Member's District Secretary (if applicable), the Society's Medical Adviser or other persons authorised to act on behalf of the Society

Interpretation

No payment of or transfer of the Member's Credit, payment of Benefits or otherwise shall be made to a Member unless and until all debts due from such Member to the Society have been paid and unless otherwise provided all such debts may be deducted from any payments made to the Member or out of the Member's Credit.

Reference in these Rules to "illness" means illness, injury, incapacity and/or affliction and in the context of Part D generally rendering a Member incapable of following his usual or other employment.

In these Rules reference to "employment" also means carrying on a trade, profession, occupation, vocation or other work.

In these Rules and in particular Part D reference to "half pay" shall mean one half of the full amount of Sick Pay and unless otherwise provided in these Rules reference to Sick Pay means Sick Pay at the relevant rate.

Reference in this Schedule to a Part when referring to the Rules means a Part of this Schedule 1.

PART B ~ Terms of Admission of Members

- 1 All applications for admission, or transfer from other Holloway Societies, shall be made in writing in the Prescribed Form and shall be forwarded to the Registered Office.
- 2 A person of sound health, who has not passed his fifty-fifth birthday, shall be eligible for admission.
- 3 Infants may be admitted at birth and applications for minors up to the age of 16 may be completed and signed by a parent or guardian.
- 4 All persons over age 16 applying for membership may hold maximum shares.
- 5 The Society shall have the right to require from any person applying for membership:-
 - 5.1 A Medical Report at the cost of such person from such person's Doctor and
 - 5.2 a Birth Certificate
 - 5.3 Evidence of employment and/or earnings.
- 6 All such applications shall be considered and accepted or rejected.
- 7 The number of Shares to be held by a Member shall be decided upon by agreement between such Member and the Society, the latter having power to agree to a reduction in a Member's shareholding.
- 8 Should any person be refused membership or should a person in accordance with the Legislation cancel his membership during any cooling off period, all Contributions paid by him to the Society shall be refunded in full.
- 9 Upon admission each Member shall be supplied with a Certificate of Membership.
- 10 The maximum shareholding shall be determined by the Committee from time to time.
- 11 The Committee may agree in writing with any person to vary the terms of acceptance of such person where it considers it justified by excluding or restricting the extent of cover or charging additional Contributions.

PART C - *Contributions*

- 1** Contributions shall be paid by the Members at such place and time as the Committee shall from time to time determine and shall be calculated in accordance with Tables adopted by the Society from time to time.
- 2.1** A Table shall be adopted by the Society if it is approved in writing by the Appointed Actuary and if approved by a resolution of the Committee. Once adopted a Table, including any of the terms or provisions thereof, may only be altered by:
 - 2.1.1** a resolution of the members at a general meeting of the Society, or
 - 2.1.2** a resolution of the Committee.
- 2.2** Any resolution to alter a Table shall specify whether the alteration applies to existing Members and/or new Members.
- 2.3** If a Table or any of the terms of provisions thereof, is altered by a resolution of the Committee a resolution to approve the alteration shall be put to the next general meeting of the Society. If the resolution is not passed, the alteration shall cease to be acted upon from the conclusion of that meeting, but the failure to pass such a resolution shall not invalidate any act or policy of the Society effected under the altered Table prior to that meeting.
- 3** Copies of all current Tables shall be kept at the Registered Office and made available free of charge to any Member on request.
- 4** Contributions shall be paid by the fourteenth day of each and every month.
- 5** Members who pay a full year's Contributions in advance in the month of January shall be allowed a discount of 5p per Share.

- 6 With the approval of the Committee, a Member who has not passed his fifty-fifth birthday may increase the number of his Shares in the Society at any time during the financial year. No Member shall change to a higher shareholding if such Member has made a claim or claims for Sick Pay for a period exceeding four weeks during the eighteen months preceding the application for such change, together with (if applicable) any Deferred Period in addition thereto, except at the discretion of the Committee. A Member who wishes to increase his Shares to a larger holding may be required at his expense to produce a medical report at the discretion of the Committee. The Sick Pay to which a Member may be entitled during the four months next after any change, shall be calculated according to the scale applicable to the lower of such shareholding.
- 7 Contributions payable by a Member under the Rules may be received by the Member's District Secretary, and shall be entered by the District Secretary on the contribution notice with his initials placed opposite the entry. Contributions shall be paid in full when due; part payment cannot be accepted.
- 8 Each Member shall leave his contribution notice with the Member's District Secretary to be forwarded to the Chief Executive for the purpose of examination when requested by him.
- 9 Members may at their option pay Contributions by Banker's Standing Order or Direct Debit. Any Member exercising such option shall complete the Prescribed Form when required. The Society will not be responsible for the acts or defaults of the Member's Bank in not carrying out any instructions on the completed Prescribed Form.
- 10 If a person, not being a Member to whom it shall belong, shall procure any contribution notice, voucher, certificate or other document, and shall by reason thereof receive any payment from the Society, neither the Society nor any Officer shall be liable to the true owner, unless notice of the loss of the contribution notice or other document shall have been previously given to the Chief Executive in writing, but the payment so obtained shall be deemed to have been paid to the Member whose contribution notice or other documents shall have been so produced. Hence, Members should be careful to give notice to the Chief Executive of the fact of any such document having been lost or mislaid.

PART D - *Benefits of Sick Members*

- 1.1** Any Member who shall be incapacitated from following his usual, or other employment through illness shall, subject to Rules 2.1, 3.1 and 3.2 below be entitled to receive Sick Pay at a rate per Share determined by Tables adopted by the Society from time to time under which the Member is contributing.
- 1.2** Any change in the Tables shall be subject to the same procedure as set out in Rule 2 of Part C.
- 1.3** Copies of all current Tables shall be kept at the Registered Office and made available free of charge to any Member on request.
- 2.1** In order to claim Sick Pay every Member shall give notice by letter or telephone (to be confirmed by letter) within seven days to the Registered Office or his District Secretary and substantiate his claim by forwarding a Doctor's certificate and by completing the Prescribed Form and shall send the same to the Society within 14 days of the date of commencement of illness. A Member holding 100 shares or more must supply a medical certificate from the first day of illness.
- 2.2** In cases where the Committee is satisfied that delay in promptly sending in the certificate or requesting his employer to issue a copy of the certificate, is clearly due to the Member's sudden illness, removal to hospital, serious accident or other exceptional cause, it may grant an extension of time, not exceeding twenty-one days, in order that the Member or someone on his behalf may forward the certificate without incurring the forfeiture for late delivery to the Society.
- 2.3** The Society shall always have the right to have any Member claiming Sick Pay independently examined by the Society's Medical Adviser. In the event of the Member's refusal to be examined by the Society's Medical Adviser, Rule 7 below shall apply.
- 3.1** If a Member claims and is paid Sick Pay for a continuous period of fifty-two weeks or more he shall be entitled to full Sick Pay for the first fifty-two weeks and half pay thereafter.
- 3.2** Sick Pay shall commence at the time specified in the Tables under which the Member is contributing and shall terminate with the day on which the Member returns or is capable of returning to his usual or other employment or certified fit to do so whichever may be the earlier.

- 3.3** In the event of an overpayment of Sick Pay due to the failure of a Member to deliver a Doctor's Certificate within the time limits required under this Rule or the Member failing to give notice immediately to the Society that his right to Sick Pay has terminated (including termination under Rule 3.2 above) the Society shall be entitled to recover the amount of the overpayment by deduction from the Member's Credit or any Benefit due to such Member.
- 3.4** The Committee shall have the right to restrict the Sick Pay of any Member holding more than 250 Shares so that the Sick Pay paid to such Member does not exceed seventy five per cent of the Member's total pre-tax weekly income from the Member's employment and other sources prior to illness.

In assessing the pre-tax weekly income of such Member the Committee shall take account of all payments in the nature of income receivable by the Member from all other sources including:-

- 3.4.1** Benefits from other friendly societies or insurance companies in respect of disability by sickness or accident
- 3.4.2** accident, disability and sickness benefits payable by the State
- 3.4.3** any continuing income from employer/occupations
- 3.4.4** pensions

but after deducting any additional business expenses incurred as a result of disability.

- 3.5** A Member shall at the request of the Committee provide such evidence as the Committee may reasonably require that the Sick Pay claimed by the Member does not exceed the maximum level of Sick Pay permitted under Rule 3.4 above

4 Sick Pay shall not be paid in respect of:-

- 4.1** Sundays;
- 4.2** where a Member is afflicted with any illness or disease which does not incapacitate him from following his usual or an alternative employment whether or not such employment is available.
- 4.3** Addiction to or abuse of drugs, solvents or alcohol;
- 4.4** Voluntary sterilisation;
- 4.5** Illness arising directly or indirectly from or aggravated by pregnancy, childbirth or associated medical complications.
- 4.6** Abortion or any incapacity relating thereto or resulting therefrom.

- 4.7 Subject as mentioned in Rule 5 below AIDS, HIV Positive cases and sexually transmitted diseases.
- 5 The Committee may exercise their discretion under General Rule 8(7) and resolve that Sick Pay shall be paid to a Member who is suffering from AIDS, HIV Positive condition or a sexually transmitted disease through no fault of the Member if evidence is afforded to the Committee by the Society's Medical Adviser to such effect. The Society may in such circumstances set a special rate of Sick Pay (not exceeding the maximum applicable rate under these Rules) in such cases generally or in respect to any individual Member.
- 6 A Member in receipt of Sick Pay:-
- 6.1 shall whenever requested by the Society's Representative produce:-
- 6.1.1 a Doctor's certificate of continued illness which must be received at the Registered Office within fourteen days of expiry of the previous certificate to avoid any loss of Benefit.
- 6.1.2 a written authority so that the Society can obtain a Medical Report from the Member's Doctor as to such continued illness and any past illness whether or not the same is of a similar nature
- 6.1.3 a medical report as to the Member's ability to carry on an alternative employment
- 6.2 shall obey the instructions of the Member's Doctor and shall answer any reasonable enquiries made by the Society or the Society's Representative as to the instructions given by the Doctor, and as to whether and how, the same are being obeyed
- 6.3 shall not conduct himself in a manner which is likely to retard his recovery
- 6.4 shall permit the Society's Representative to visit and interview him at all reasonable times
- 6.5 shall not follow any occupation other than such as may be of a rehabilitative character and not for remuneration
- 6.6 shall comply with the requirements of the Society's Representative
- 7 Should a Member be guilty of a breach of the provisions of Rules 2.3 and 6 above the Committee shall be at liberty to suspend Sick Pay and/or impose a forfeit to be determined by the Committee, and for a second breach such Member shall be ineligible for Sick Pay for the remainder of his illness

- 8** No Member shall be entitled to receive Sick Pay from the Society until the expiration of a period of six months from the time of becoming a Member, plus any Deferred Period (if applicable) and provided that all due Contributions have been paid. Contributions must be paid regularly while a Member is in receipt of Sick Pay otherwise payment shall cease, but the omission to pay one monthly Contribution while in receipt of Sick Pay shall not disqualify him from further Sick Pay.
- 9.1** In all cases where the periods of illness are separated from each other by less than fifty-two weeks, they shall be added together for the purpose of calculating the fifty-two weeks of full Sick Pay. Where there is an interval of a clear fifty-two weeks or more since the last illness, full Sick Pay can be paid. If a Member ceases to claim Sick Pay with the intent, in the opinion of the Committee to avoid receiving half-pay, the Committee may, when he again claims Sick Pay treat such claim as a continuation of the previous illness notwithstanding that the interval of fifty-two weeks before mentioned may have expired.
- 9.2** Where a Member who claimed and was paid Sick Pay under a Deferred Sickness Benefit Scheme ceases to be entitled to Sick Pay for any reason whatsoever and subsequently (however short the period may be) is again entitled to claim Sick Pay he shall not unless the Committee shall determine otherwise be entitled to be paid Sick Pay until the expiry of the Deferred Period.
- 10** Any Member who shall be rendered incapable of work as a result of permanent disability, and is on full or half pay may, if medical treatment, in the opinion of a Doctor is of no avail, be allowed to follow any occupation that may assist him in procuring his livelihood and receive Sick Pay at a rate per Share as determined by the Tables referred to in Rule 1 above such rate being referred to in the Tables and hereafter as "reduced pay".
- 11** 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 he were suffering from some bodily illness or incapacity.

- 12** Where a Member is admitted as an inmate of a Mental Hospital or Home and having no spouse or children dependant on him for maintenance, the Society may pay Sick Pay to the person legally responsible for the affairs of such Member. At the expiration of fifty-two weeks the Committee may at their discretion, or if application is made for such payment, pay such Member's Credit to such person or persons as in its opinion are entitled to it. After such payment the Society shall not be liable to pay any further Benefits and the membership of such person shall at once terminate.
- 13** Any Member receiving reduced pay may,
- 13.1** if he chooses, elect to withdraw his Member's Credit without forfeiture on condition that from the date of such withdrawal he ceases to be entitled to any further Sick Pay or
- 13.2** at the discretion of the Committee be given the option to withdraw the Member's Credit without forfeiture, on condition that from the date of such withdrawal he ceases to be entitled to any further Sick Pay and the Committee may also make an ex gratia payment to the Member for termination of membership from the funds of the Society.
- 14** A Member who is receiving Sick Pay may apply to the Committee for a lump sum payment to be used in or towards the cost of a specified medical operation that in the opinion of the Member's Doctor will lead to a faster recovery by the Member. The Committee shall decide what, if any, contribution shall be made from the funds of the Society after consultation with the Society's Medical Adviser and the Appointed Actuary.
- 15** The following provisions comprising Rule 15 shall not apply to C.B.S. Members.
- 15.1** No Sick Pay shall be payable while the Member is deemed by the Committee to be permanently resident outside the E.U.
- 15.2** Claims arising from illness incurred or contracted while outside the E.U shall be paid only on the return of the Member to the permanent residence within the E.U.
- 15.3** A Member shall provide such information as the Committee may reasonably require to enable the Committee to determine whether or not a Member is permanently resident inside or outside the E.U.

PART E ~ *Maternity Benefit*

- 1 Subject to Rule 2 below there shall be paid from the funds of the Society on the confinement of a female Member or a Member's wife, resulting in the issue of living child, or after 28 weeks' pregnancy resulting in the issue of a child, whether alive or dead, such sum as the Committee may from time to time determine after taking advice from the Appointed Actuary provided application is made in the Prescribed Form within three months of the date of such confinement. A Member who is more than one month in arrear with his Contributions at the date of birth shall not be entitled to such Benefit neither will a Member be entitled to such Benefit until a period of at least twelve months has elapsed from the date of his admission to membership. A Member may also make application for a withdrawal in accordance with Rule 1.1 of Part H.
- 2 Members admitted to membership to the Society on or after 1st September 1996 shall not be entitled to maternity benefit under Rule 1 above but Members of the Society who became Members prior to 1st September 1996, who withdraw the whole of their Members Credit under Rule 10.1 of Part H, and who then are re-admitted to membership under Rule 10.4 of Part H shall continue to be entitled to maternity benefit under Rule 1 above.

PART F ~ *Application and Apportionment of Funds*

- 1 Contributions and the allocated investment income shall be credited to the Revenue Account relating to the Sickness Benefit Scheme.
- 2 All the monies so credited in any financial year shall be available:-
 - 2.1 Firstly to meet such proportion of management expenses as the Committee shall decide after taking advice from the Appointed Actuary provided that such sum shall not exceed thirty per cent of the Contributions and investment income referred to in Rule 1 above,
 - 2.2 Secondly in payment of Benefits, and
 - 2.3 Thirdly in establishing such reserves for future Sick Pay and other Benefits as the Committee shall decide on the recommendation of the Appointed Actuary.
- 3 The balance (if any) of such monies remaining at the end of the financial year may be distributed and added to the Member's Credit as Interest, dividend and/or other form of bonus as shall be determined by the Committee acting upon the advice of the Appointed Actuary but subject to the following Rules 3.1-3.7.
 - 3.1 Interest at the Interest Rate shall be credited to each Member of not less than one year's standing, calculated upon the Member's Credit at the end of the previous financial year.
 - 3.2 No Interest shall at any time be credited upon sums which have not remained in the hands of the Society for the whole of the financial year.
 - 3.3 No Interest shall be credited to a Member's Credit if his Contributions are twelve or more months in arrear.
 - 3.4 Any dividends credited to Members shall be in proportion to the number of Shares held by each Member. The dividend may be at a different rate for the Deferred Sickness Benefit Scheme and for the sections of such Scheme which have a different Deferred Period.
 - 3.5 Members will not be entitled to a dividend until they have paid all Contributions due for their first twelve months of membership and they will not be entitled to a dividend on those Contributions. Where a Member increases the number of his Shares under Rule 6 of Part C no dividend will be paid on the additional Shares until all additional Contributions due for the first 12 months on the additional Shares have been paid and no dividend shall be paid for those additional Contributions.

- 3.6 Members of more than twelve months' standing who have contributed for part only of a financial year shall be entitled to a proportionate part of the dividend to which they would have been entitled if they had contributed for the whole financial year.
- 3.7 Members who are twelve or more months in arrear with their Contributions at the end of a financial year shall not be entitled to a dividend.
- 4 An account shall be opened in the books of the Society for each Member, to which shall be credited the dividend due together with any Interest.
- 5 In the event of the monies referred to in Rule 2 above being insufficient to meet the demands for Sick Pay, in consequence of an epidemic, or from any other cause, the proportion of the surplus funds placed to the Member's Credit under the Rules may be liable to make good any deficiency by contributing pro rata (i.e according to rate of Contribution) thereto.

PART G ~ *Terminal Bonus*

- 1 The Committee may at their discretion and on the advice of the Appointed Actuary declare each year a terminal bonus for the following twelve months. The rate of this bonus may be changed at any time during the relevant twelve months by the Committee on the advice of the Appointed Actuary. This bonus shall be a percentage of the amount standing to the Member's Credit. The terminal bonus so calculated shall be added to the sum due to be paid in accordance with the provisions of Rule 6 of Part H and Part J of this Schedule of the Rules in respect of the death of a Member during the relevant twelve months or to any Member retiring from the Society and withdrawing the whole of the Member's Credit in accordance with the provisions of Rules 3, 8 and 9 only of Part H of this Schedule of the Rules during the same period.

PART H ~ Withdrawal of Funds ~ *Termination of Membership*

- 1** A Member may, in any of the following cases, withdraw such sum as the Committee may from time to time determine after taking advice from the Appointed Actuary from the Member's Credit without any forfeiture or deduction whatsoever and without termination of membership, provided that after such withdrawal there shall remain standing to the Member's Credit a sum equal to £3 per Share (£10 minimum) or £100 whichever is the lesser.
- 1.1** On the confinement of a female Member or a Member's wife, resulting in the issue of a living child, or after 28 weeks of pregnancy resulting in the issue of a child whether alive or dead.
- 1.2** On the death of a child of a Member, such child then being under the age of sixteen.
- 1.3** On the death of a Member's wife or husband.
- 1.4** On the marriage or re-marriage of a Member.
- 1.5** To pay for or towards the cost of surgical operation or surgical appliance, dental or optical treatment or for, or towards, the cost of admission to a hospital or convalescent home. In all cases of withdrawal under Rule 1 above, notice of withdrawal in the Prescribed Form must be given within 28 days after the event for which the withdrawal is required.
- 2** A Member may also withdraw the whole or any part of the Member's Credit less a sum equal to £3 per Share or £100 whichever is the lesser for the following purposes:-
- 2.1.1** The purchase of Property; to improve Property belonging to him or in which he has any interest or to repay the whole or part of any money advanced to him on mortgage by the Society and
- 2.1.2** In Rule 2.1.1 reference to Property means a freehold property or a leasehold property with an unexpired term of not less than 60 years at the date of the advance referred to above and such property shall be used as a private dwelling house unless the Committee otherwise agree.

- 2.1.3** In Rule 2.1.1 above reference to "improve" any Property shall include connecting the Property or providing for the benefit of such Property any normal or usual services in the nature of drainage water gas and electricity and the purchase of the tenant right in connection with market garden land usually known as the "Evesham Custom" together with structural alterations, additions and improvements (but does not include routine maintenance to Property including painting and decorating) provided an estimate for such works has been submitted to and approved by the Committee before such works commence
- 2.2** To pay the cost of further education for the Member or the Member's child provided that satisfactory evidence of such expenditure has been submitted to and approved by the Committee.
- 3** In January of the year in which a Member attains the age of sixty-five, the Member may choose one of the following options:
- 3.1** He need pay no further Contributions in such year, and may withdraw the whole of his Member's Credit.
- 3.2** He can continue to pay his Contributions during the whole of such year (drawing Sick Pay, if entitled thereto, up to the end of such financial year), and thus become entitled to an additional full year's dividend and Interest.
- 4** A Member attaining the age of sixty-five may by notice in writing leave the whole or any part (being not less than £100) of the Member's Credit on deposit with the Society. Interest shall be credited at the Interest Rate on the Member's Credit. Interest may either be added to the Member's Credit, or may be paid directly to the Member yearly or half-yearly at the Member's discretion at the 30th June and 31st December. Such Member may at any time withdraw the whole of the Member's Credit or on partial withdrawal a balance of not less than £100 must remain.
- 5** A Member attaining the age of sixty-five and leaving the Member's Credit on deposit shall be entitled to be present and vote at a general meeting of the Society, but shall not be entitled to claim Sick Pay (except as mentioned in Rule 3.2 above) nor to receive any other benefit.
- 6** Upon the death of a Member there shall be paid to the person or persons duly entitled thereto the whole of the Member's Credit subject to the provisions of Part J of this Schedule of the Rules.
- 7** No Member shall be paid Sick Pay after the end of the financial year in which he attains the age of sixty-five.

- 8** Notwithstanding the foregoing, at any time after the beginning of the financial year in which a Member reaches the age of sixty-one, he may elect to withdraw the Member's Credit or leave the same with the Society in accordance with Rules 3 to 7 above inclusive as though he had attained the age of sixty- five.
- 9.1** If a Member shall be afflicted with any serious or permanent illness before he shall have actually attained the age of sixty, he may, with the consent of the Committee, withdraw the Member's Credit without forfeiture.
- 9.2** If a Member takes up permanent residence outside the E.U. he may with the consent of the Committee, withdraw the Member's Credit without forfeiture.
- 10.1** A Member who desires in any case other than those mentioned in the preceding parts of this Rule, to withdraw the Member's Credit or any part thereof, may, subject to the deductions and forfeiture under this Rule 10, withdraw the whole of the Member's Credit, but not a part thereof; such Member shall give written notice of his desire to withdraw in the Prescribed Form. From the date of such notice, the Society shall not be liable for any Benefits. No notice of withdrawal shall be cancelled without the consent of the Committee. At the expiration of six calendar months from the date when such notice shall have been given or earlier if the Committee so decide, the amount of the Member's Credit under Rule 10.2 below shall be paid to him.
- 10.2** The amount due to a Member who gives notice under this Rule 10 shall be the Member's Credit at the end of the previous financial year, less any sum withdrawn during the current year under Rules 1 and 2 above and less the sum of £3 per Share subject to a minimum forfeiture of £10 and a maximum of £100. Should such Member have changed the number of Shares held during any part of the seven years last preceding the date of his notice to withdraw, the forfeiture shall be calculated by reference to the highest number of Shares held during such seven year period, unless the Committee otherwise determine.
- 10.3** After withdrawal under this Rule a Member may apply for and be re-admitted to membership as provided by Rule 10.4 below, in which event Rule 10.6 below shall apply.
- 10.4** Should a Member having given notice under Rule 10.1 above desire to continue in the Society he may do so, and be eligible at once for Sick Pay and other Benefits provided the Committee agree to his re-admission and that he pays up all arrears of Contributions, if any.

- 10.5** A person ceasing for any reason to be a Member of the Society, may at any time within two years from the date of his last payment to the Society, apply to withdraw his Member's Credit but without any addition for Interest or otherwise; and any sum not withdrawn within such period of two years shall be forfeited to the funds and in this event the Society shall not thereafter be liable to the Member or any other person in respect thereof.
- 10.6** The amount of forfeiture following withdrawal under Rule 10.2 above shall remain standing to the credit of a Member re-admitted to the Society under Rule 10.4 above. In the event of a Member making application for withdrawal of the Member's Credit under this Rule 10 within a period of seven years from January 1st of the year following the date of his first such application to withdraw, the forfeiture on the first withdrawal retained to the credit of the Member in the books of the Society will be added to the amount of forfeiture on the second withdrawal. Following a second withdrawal in the prescribed period referred to in this Rule, a Member shall be paid his Member's Credit less the amount of both such forfeitures.
- 11.1** A Member may not assign, mortgage, or charge the Member's Credit or any part thereof.
- 11.2** If a Member shall or shall attempt to assign, mortgage, or charge, the Member's Credit or any part thereof, or if he shall become bankrupt or suffer anything whereby the Member's Credit or any part thereof would, if belonging to him absolutely, be liable, by operation or process of law, to become vested in or payable to some other person or persons, the Member's Credit shall be forfeited, and may be applied at the absolute discretion of the Committee for the benefit of any relative or relatives of the Member, or be transferred to the funds of the Society.
- 12** All Members of the Society apart from C.B.S. Members shall be bound by the following Rule 13 below incorporating the variations and amendments to the provisions of Rules 3 to 5 (inclusive) and 7 above.
- 13** In Rules 3, 4, 5 and 7 above the reference "to the age of sixty-five" shall be amended to read "the age of sixty" and the provisions of Rule 8 above shall cease to apply to the persons referred to in Rule 12 above.
- 14** The provisions of Rule 13 above shall not apply to C.B.S. Members including C.B.S. Members who subsequently increased or increase their Contributions and Shares with Cirencester Benefit Society and/ or the Society.

PART J ~ Proceedings on Death

- 1 On the death of a Member, any sum due from the Society, as to which no valid nomination is then registered, 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 Committee to be entitled by law to receive the same, and in the case of any dispute may be retained by the Committee 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 funds.
- 2 On the death of a Member there shall be paid to the person entitled the Member's Credit at the date of death, together with Interest at the Interest Rate up to and including the date of death, subject to any nomination under General Rule 6. At the discretion of the Committee Interest at the Interest Rate may be paid from the date of death to the date of payment.
- 2.1 Subject to Rule 2.2 below in addition to the foregoing the Committee, shall pay from the funds a death benefit of such amounts as the Committee may from time to time determine after taking advice from the Appointed Actuary.
- 2.2 Members admitted to membership of the Society on or after 1st September 1996 shall not be entitled to death benefit under Rule 2.1 above but Members of the Society who became Members prior to 1st September 1996, who withdraw the whole of their Member's Credit under Rule 10.1 of Part H, and who then are re-admitted to membership under Rule 10.4 of Part H shall continue to be entitled to death benefit under Rule 2.1 above.
- 3 On the death of a Member or Former Member the person entitled shall be paid the Member's Credit, provided the application for payment is made within one year of his death. If no such application is made the Society shall have the right to transfer the Member's Credit to the funds.
- 4 No sums shall be paid out unless and until there is produced to the Society such evidence of death and title as shall be required by law and by the Committee.

PART K ~ *Transfer of Membership*

The Society may agree with any other friendly society and may at its discretion establish rules and tables of Contributions (where applicable) for the transfer to the Society of members of other friendly societies and a Member or Members from the Society to other friendly societies where the Society and the other friendly societies have similar sick pay schemes.

PART L ~ *Exclusion from Membership*

Every Member whose Contributions are twelve or more months in arrear shall be considered to have terminated his membership but the Committee may, at its discretion for special reasons, allow membership to continue provided the Member pays up all arrears. Such Member may then continue and will be eligible for Benefits (including maternity benefit and death benefit if the Member was originally admitted to membership of the Society prior to 1st September 1996).

PART M ~ Level Contributions and Supplementary Sickness Benefit

- 1 In this Rule “the Relevant Date” means 22nd May 1989 and “the old rules” means the rules of Cirencester Benefit Society which applied at the Relevant Date.
- 2 At the Relevant Date the old rules included provision for:-
 - 2.1 contributions to be made to the Cirencester Benefit Society for supplementary sickness benefit (“Supplementary Sickness Benefit”) and
 - 2.2 payment of contributions (including payment for Supplementary Sickness Benefit) in accordance with level contribution tables (“Level Contributions”)
 - 2.3 the relevant sections and provisions of the old rules and Tables which deal with payment of Level Contributions and Supplementary Sickness Benefit are contained in Tables which are available to Members in accordance with Rule 3 of Part C.
- 3 Nothing in these Rules shall prevent a Member who was at the Relevant Date:-
 - 3.1 contributing to Supplementary Sickness Benefit from continuing to do so and being entitled to the Benefits thereunder;
 - 3.2 paying Level Contributions from continuing to do so.
- 4 Subject as mentioned in Rule 3 above Supplementary Sickness Benefit and Level Contributions were abolished and ceased to apply after the Relevant Date.
- 5 The Committee shall be entitled to make such arrangements as it considers just and equitable (including payment of reasonable incentives) to terminate Supplementary Sickness Benefit and Level Contributions so as to assist the Society in ceasing to pay or incur the additional expense of continuing Supplementary Sickness Benefit and Level Contributions.



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