

**CONSOLIDATED MEMORANDUM AND RULES**

**of**

**THE DENTISTS' AND GENERAL MUTUAL BENEFIT SOCIETY LIMITED**

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**Registered and incorporated under the Friendly Societies Act 1992**

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**Register No. 456F**

**As at 16<sup>th</sup> June 2016**

**Registered Office:**

No. 4, Park Farm Barns,  
Chester Road,  
Stonebridge,  
Warwickshire,  
CV7 7TL

## CONSOLIDATED MEMORANDUM

### 1. Name

The Society is an incorporated friendly society. It is called "The Dentists' and General Mutual Benefit Society Limited" hereinafter referred to as 'the Society'.

### 2. Registered Office

The registered office of the Society is to be situated in England and Wales. The address of the registered office shall be No. 4, Park Farm Barns, Chester Road, Stonebridge, Warwickshire, CV7 7TL

### 3. Purposes

3.1 The purposes of the Society shall be the carrying on of the following classes of business or other activity. Any business or activity referred to below:-

3.1.1 is to be carried on by the Society with a view to the provision, for its members and such persons connected with its members as may be prescribed in the Rules; and

3.1.2 is to be funded by voluntary subscriptions from members of the Society, with or without donations.

A Long term business of one or more of the following Classes:-

Number	Description	Nature of business
I	Life and annuity	Effecting and carrying out contracts of insurance on human life or contracts to pay annuities on human life, but excluding (in each case) contracts within Class III below.
II.	Marriage and birth	Effecting and carrying out contracts of insurance to provide a sum on marriage or on the birth of a child, being contracts expressed to be in effect for a period of more than one year.
III.	Linked long term	Effecting and carrying out contracts of insurance on human life or contracts to pay annuities on human life where the benefits are wholly or partly to be determined by reference to the value of, or in the income from, property of any description (whether or not specified in the contracts) or by reference to fluctuation in, or in an index of, the value of property of any description (whether or not so specified).
IV.	Permanent Health	Effecting and carrying out contracts of insurance providing specified benefits against risks of persons becoming incapacitated in consequence of sustaining

injury as a result of an accident or of an accident of a specified class or of sickness or infirmity, being contracts that:

- (a) are expressed to be in effect for a period of not less than five years, or until the normal retirement age for the persons concerned, or without limit of time, and
- (b) either are not expressed to be terminable by the insurer, or are expressed to be so terminable only in special circumstances mentioned in the contract.

- V. Tontines Effecting and carrying out tontines
- VI. Capital redemption Effecting and carrying out capital redemption contracts.
- VII. Pension Fund Management Effecting and carrying out:-
  - (a) contracts to manage the investment of pension funds; or
  - (b) contracts of the kind mentioned in paragraph (a) above that are combined with contracts of insurance covering either conservation of capital or payment of a minimum interest.

B. General business of one or more of the following classes:

Number	Description	Nature of business
1.	Accident	<p>Effecting and carrying out contracts of insurance providing fixed pecuniary benefits or benefits in the nature of indemnity (or a combination of both) against risks of person insured:</p> <ul style="list-style-type: none"> <li>(a) sustaining injury as the result of an accident or of an accident of a specified class, or</li> <li>(b) dying as the result of an accident or of an accident of a specified class, or</li> <li>(c) becoming incapacitated in consequence of disease or of disease of a specified class</li> </ul> <p>inclusive of contracts relating to industrial injury and occupational disease but exclusive of contracts falling within Class 2 below or within Class IV in head A above (permanent health).</p>
2.	Sickness	<p>Effecting and carrying out contracts of insurance providing fixed pecuniary benefits or benefits in the nature of indemnity (or a combination of the two) against risks of loss to the persons insured attributable to sickness or infirmity, but exclusive of contracts falling within Class IV in head A above.</p>

C. Business not falling within the descriptions of insurance business in head A or B

above, consisting of the effecting and carrying out of contracts in accordance with which benefits are provided:

- (a) for the relief or maintenance of any persons during sickness or when in distressed circumstances; or
- (b) to meet the funeral expenses of any persons.

D. Activities carried out in accordance with the Society's Rules (or with arrangements made under the Rules) whereby discretionary benefits are provided:

- (a) for the education of any persons;
- (b) for the relief or maintenance of any persons during sickness, when out of employment or when in distressed circumstances; or
- (c) for the funeral expenses of any persons;

but, save as may otherwise be provided from time to time by law, only to the extent that such activities do not constitute the carrying on of commercial business.

32 In addition to the purposes in paragraph 3.1 above, the purposes of the Society may include the carrying on of:-

- (a) social or benevolent activities which are not inconsistent with the other purposes of the Society;
- (b) group insurance business;
- (c) reinsurance of risks insured by other friendly societies;

33 The Society may form subsidiaries, take part with others in forming bodies corporate to be jointly controlled by it and otherwise acquire or keep, control or joint control of bodies corporate being in each case bodies formed in the United Kingdom or a member State of the European Union whose objects are limited to the carrying on of one or more of the following activities:-

- 3.3.1 the establishment and management of personal equity plans within the meaning of the Finance Act 1986.
- 3.3.2 the establishment and management, or arranging for the establishment and management of individual savings accounts; and in this paragraph "individual savings accounts" means plans of a kind referred to in Section 333 (1A) of the Income and Corporation Taxes Act 1988.
- 3.3.3 the establishment and management of unit trust schemes within the meaning of the Financial Services Act 1986.
- 3.3.4 the carrying on of long term or general business.
- 3.3.5 arranging for the provision of, or giving advice as to, insurance of any description.
- 3.3.6 arranging for the provision of credit, whether as agents for the borrower or the person providing credit and the provision of services in connection with current loan agreements to the person providing credit.

- 3.3.7 the provision of fund management services for trustees of pension funds, or for friendly societies or for other bodies whose business consists of any activity falling within paragraphs 3.3.1 to 3.3.6 above or paragraphs 3.3.8 to 3.3.15 below.
- 3.3.8 the administration of estates and the execution of trusts of wills.
- 3.3.9 the provision of executory services (within the meaning of Part II of the Law Reform (Miscellaneous Provisions) (Scotland) Act 1990 where the subsidiary or body is an executory practitioner (within the meaning of that Part of that Act) and the administration of testamentary trusts.
- 3.3.10 the establishment and management of sheltered housing, residential homes for the elderly, hospitals, or nursing homes or mental nursing homes (within the meaning of the Registered Homes Act 1984) or, in Northern Ireland, nursing homes (within the meaning of the Nursing Homes and Nursing Agencies Act (Northern Ireland) 1971), and the provision of medical, administrative or other services for persons owning or managing any of them.
- 3.3.11 the provision of administrative services for friendly societies or other bodies, whose business consists of any activity falling within paragraphs 3.3.1 to 3.3.10 above, or paragraphs 3.3.12 to 3.3.16 below
- 3.3.12 the carrying on of a business which is a deposit taking business within the meaning of the Banking Act 1987 but only to the extent that money which is received as a deposit, or money which is lent, is received from, or lent to, an individual
- 3.3.13 the carrying on of insurance business which is general business within the meaning of the Insurance Companies Act 1982 but only to the extent that a contract of insurance which is effected or carried out is a contract which is effected with an individual.
- 3.3.14 the establishment and management of investment companies with variable capital falling within regulation 3(1) of the Open-Ended Investment Companies (Investment Companies with Variable Capital) Regulations 1996 or within regulation 3(2) of the Open-Ended Investment Companies (Investment Companies with Variable Capital) Regulations (Northern Ireland) 1997
- 3.3.15 the establishment and management of companies which are approved as investment trusts for the purposes of Section 842 of the Income and Corporation Taxes Act 1988
- 3.3.16 arranging for the provision of banking services by a UK institution or a European institution, and providing services in pursuance of such arrangements; and in this paragraph "UK institution" and "European institution" have the same meaning as in the Banking Co-ordination (Second Council Directive) Regulations 1992 and "banking services" means such services as are ordinarily provided in the course of or in connection with a business which is a deposit-taking business for the purposes of the Banking Act 1987

but the Society shall not enter into joint control of a body corporate without first

receiving the consent of the commission unless the joint control is with another incorporated friendly society.

3.4 Any of the purposes set out in clause 3 may be carried on within or outside the United Kingdom.

#### **4. Investment of Funds**

4.1 The Society may invest its funds in accordance with Rule 48.

#### **5. Holding of Land (for purposes other than investment)**

5.1 The Society may acquire and hold land:

(a) for the purpose of carrying on any of its activities; or

(b) for the purpose of enabling a controlled body of the Society to conduct its business;

and may dispose of, or otherwise deal with, any land so held by it

#### **6. Borrowing**

6.1 The Society may borrow in accordance with Rule 49.

#### **7. Assistance to subsidiaries and controlled bodies**

7.1 the Society may provide its subsidiaries or bodies which it jointly controls with any of the following services:

(a) loans of money, with or without security and whether or not at interest;

(b) the use of services or property, whether or not for payment;

(c) grants of money, whether or not repayable; and

(d) guarantees of the discharge of their liabilities.

7.2 the Society may make payments towards the discharge of the liabilities of any of its subsidiaries.

#### **8. Investment of funds in a housing association**

8.1 The Society may invest funds of the Society in subscribing for any of the share or loan capital of a housing association (within the meaning of the Housing Associations Act 1985) other than shares or debentures not fully paid up at the time of issue.

#### **9. Accumulation of Surplus Contributions for use of Members**

9.1 the Society may accumulate at interest, for the use of any member, any surplus of his contributions to the funds of the Society which may remain after providing for any assurance in respect of which they are paid and for the withdrawal of the accumulations.

10. **Subscriptions to other bodies**

10.1 the Society may subscribe out of its funds to any hospital, infirmary, charitable or provident institution, any annual or other sum which may be necessary to secure to members of the Society and their families the benefits of that institution.

10.2 the Society may contribute to the funds and take part in the government of any other friendly society.

11. **Incidental Powers**

11.1 The Society shall, subject to the provisions of the Act, its memorandum and its Rules, have any other power which is incidental or conducive to the carrying out of its purposes.

12. **Limitation of Liabilities of Members**

12.1 The liability of a member of the Society is limited to the amount of any contribution to the Society which is outstanding.

12.2 No contribution of a member of the Society shall be recoverable at law except on the winding up of the Society.

13. **Interpretation**

In this memorandum:

13.1 'the Board' means the board of directors of the Society

13.2 'the Act' means the Friendly Societies Act 1992

13.3 expressions used in the Act shall have the same meaning as they have in the Act

13.4 any words importing the masculine include the feminine and any words importing the singular include the plural, and vice versa

13.5 reference to any statute includes reference to any statutory modification or re-enactment thereof

## CONSOLIDATED RULES

### 1. Membership

- 1.1 Any person who is of sound health may be admitted as a member of the Society at the discretion of the Board subject to any other conditions detailed in the Schedules attached to these Rules.
- 1.2 Every person applying for admission may be required to pass an examination by a duly qualified medical practitioner appointed or approved by the Society. The fee for such examination, or for a medical examination required under Rule 5, may at the Board's discretion be paid by the Society.
- 1.3 Every applicant must produce a Certificate of birth or proof of age before he can be admitted as a member.
- 1.4 The Board shall have the right to refuse to admit any person to membership of the Society or to refuse to grant an increase in benefits for existing members, without giving any reason for such refusal.
- 1.5
  - 1.5.1 Applicants on joining the Society on or before 31 December 2000 shall be entered into one of the following classes:-  
  
Class A - Members in good health and with good medical history and not having a hereditary complaint in their family and not following an unhealthy or dangerous occupation.  
  
Class B - Members in good health but otherwise ineligible for Class A.
  - 1.5.2 Applicants joining the Society after 31 December 2000 shall be entered into one of the categories specified in Schedule 5.
- 1.6 Each member shall immediately give notice in writing to the Secretary of any change of occupation or of any involvement in any hazardous pursuit which has not been previously notified to the Society.
- 1.7 If a member fails to notify his change of occupation or of any involvement in any hazardous pursuit and the Board is of the opinion that the change is to a dangerous or unhealthy one, the Board shall at any time thereafter have the right to expel the member from the Society.
- 1.8 The Board may at any time transfer any member to another Class or Category on his changing occupation to one they consider to be dangerous or unhealthy, and they have the right to decline to continue the membership of any such member; but in this latter event, shall at once pay to any such member the amount standing to the credit of his Capital Account subject (unless the Board otherwise direct) to the deduction referred to in Rule 13 and he shall then no longer be considered a member.
- 1.9 The Board may at any time at their discretion transfer any member who produces satisfactory medical evidence to another Class or Category.



- 1.10 Each member of the Society and any person claiming through him or on his account shall be bound by the Rules from time to time in force during the period of the person's membership of the Society.
- 1.11 Each member shall supply a specimen of his signature as and when required by the Society.
- 1.12 A member who is a minor may, if he is over 16 years of age, by himself, or if he is under that age, by his parent or guardian, execute all instruments and give all receipts necessary to be executed or given under the Rules, but shall not vote or hold any office in the Society, and may not nominate, or join in nominating, a person for election as a member of the Board, or as secretary of the Society.
- 1.13 A person shall cease to be a member of the Society when he is expelled or otherwise ceases to be a member under the Rules or ceases to have an interest, whether actual or contingent, in the funds of the Society.

## **2. Register of Names and Addresses of Members**

- 2.1 The Society shall maintain a register of the names and addresses of the members of the Society.
- 2.2 The register shall be kept at the registered office of the Society or at such other place or places as the Board thinks fit.
- 2.3 The Society need not enter in the register the address of a member who became a member before the incorporation of the Society while it has no address for him and his whereabouts are unknown.
- 2.4 Where it appears to the Society that the address shown in the register for a member is no longer current, the Society:-
  - 2.4.1 may remove that address from the register; and
  - 2.4.2 need not enter in the register an address for that member while it has no address for him and his whereabouts are unknown.

## **3. Contributions and Benefits**

- 3.1 Every member of the Society shall pay contributions and receive benefits as provided in the Schedules appended to these Rules, and such contributions shall be dealt with in accordance with Rule 47.
- 3.2 The Schedules shall form part of the Rules of the Society and as such may be varied, rescinded or added to in the manner provided by the Rules. New Schedules may be added and existing Schedules may be deleted in the manner provided by the Rules.
- 3.3 A member shall notify the Society without delay of any claim or right of action against any party arising out of any circumstances which give rise to the payment of any benefit or sum of money by the Society to the member, and shall take all steps which the Society may reasonably require to include all such payments in any claim upon the other party and shall reimburse the Society all such sums recovered in respect of such benefits.

#### **4. Policy Fees**

- 4.1 Members of the Society shall pay such policy fees as may be set out in the Schedules in addition to their contributions. The Society may upon the advice of the actuary seek to apply a policy fee to any section of its current and future schemes, and shall apply, vary, rescind, or add to the amount of, such policy fees in the manner provided by Rule 3.2 and Rule 57.

#### **5. Increased or Decreased Benefit Levels**

- 5.1 Any member wishing to increase his level of benefit must make such an application on the form prescribed by the Society from time to time for that purpose. All requirements appropriate to an initial application for membership shall be appropriate to such an application, save that an increase may be granted on different terms to those already in place.
- 5.2 A member who has increased his level of sickness benefit may not make a claim in respect of any illness or accident which results in incapacity beginning within twenty six weeks of the increase being granted or such other period as may be determined by the Board from time to time.
- 5.3 Age limits for applications to increase benefits shall be at the discretion of the Board and are shown in the schedules attached to these Rules.
- 5.4 A member may reduce his level of benefit by reducing his shareholding, holding of supplementary units, deferred benefit or bonds but if at any time he terminates his membership or wishes to withdraw part or all of his capital the Rules relating to such termination or withdrawal shall apply.

#### **6. Life Assurance**

- 6.1 The Society may provide life assurance to any applicant whose proposal in that behalf has been accepted by the Board and an applicant not already a member of the Society shall be deemed to be a member of the Society on and from the date of and for the duration of the policy or letter of acceptance issued to him in accordance with this Rule.
- 6.2 The Board may refuse without giving any reason, any proposal submitted by an applicant or may accept any such proposal on the member agreeing to pay a larger premium and/or to accept a reduction in the sum payable on the death of the life assured.
- 6.3 The Society shall not contract with any person under tax exempt life or endowment business for an assurance in excess of the limits from time to time prescribed by statute.

#### **7. Surpluses and Bonuses**

- 7.1 Distribution of surplus and bonuses shall be determined by the Board upon the advice of the actuary.
- 7.2 The surplus contributions received from members during the previous year together with the interest arising from investments and other profits of the Society (after providing for all claims thereon under these Rules) shall be accumulated for the use of the members and, after allocating to a reserve an

amount the Board may consider necessary for equalising future apportionment or as a reserve against depreciation of investments, shall be placed to the credit of the members' Capital Accounts in the books of the society in the following manner:

- 7.2.1 firstly a "Capital Apportionment" calculated on every complete pound standing to the credit of the member on the first day of January of that year and in respect of the complete months standing to his credit during that year. The rate of the Capital Apportionment shall be determined by the Board after taking into account the annual interest earned by the Society on its investments;
  - 7.2.2 secondly a "Share Apportionment" being the balance remaining to be divisible among the members in Class A and B calculated in proportion to the number of Basic Shares held by members during the year each Double Share receiving an apportionment in excess of each Basic Share by £1.80 per annum or such other amount as the Board may decide;
  - 7.2.3 thirdly, a Bond Apportionment being the balance remaining to be divisible among the members who joined on or after 1<sup>st</sup> January 2001 calculated in proportion to the number of Bonds held by such members. Each Double Bond shall receive an apportionment in excess of each Bond by £6.00 per annum or such other amount as the Board may decide.
- 7.3 The Board may from time to time declare a bonus to be credited to members' Capital Accounts in any year, and calculated on every complete pound standing to the credit of the members capital account at the date of such declaration. The total amount if so credited shall be charged to the General Reserve Account.
  - 7.4 New members shall be entitled to Bond Apportionment in proportion to the number of months contribution due in each year, except that they will not be entitled to any such Apportionment in respect of the first six months contribution due after joining.
  - 7.5 Members increasing their benefit by acquiring additional bonds shall be entitled to Bond Apportionment on the additional bonds in proportion to the number of months additional contribution due in each year except that they will not be entitled to any such Apportionment on the additional bonds in respect of the first six months after taking up such increase.
  - 7.6 The Share or Bond Apportionment payable in respect of members retiring at or after age 55 or on or after the attainment of age 65 shall be at the rate of £1.80 per share and £6.00 per bond, or such other amounts as the Board may decide.
  - 7.7 The apportionment of surplus funds under this Rule shall be made only for the purpose of ascertaining the share of the surplus funds to which a member shall be entitled upon ceasing to be a member of the Society.
  - 7.8 No member shall be allowed to charge, mortgage or assign to any third party his interest or any part thereof in the funds of the Society for any purpose

whatsoever.

- 7.9 If a member is the subject of a bankruptcy order, or if he executes a Deed of Assignment for the benefit of his creditors, the sum standing to the credit of such member shall forthwith vest in the Society and may be applied for the benefit of any relative or relatives of the member or be transferred to the General Funds of the Society at the absolute discretion of the Board.
- 7.10 The Board may if it thinks fit declare from time to time a Terminal Bonus which shall be expressed as a percentage of members' Capital Accounts. The Board reserves the right to change the rate of Terminal Bonus at any time without prior notice and to declare different rates for specific classes or groups of members.
- 7.11 Any Terminal Bonus shall be paid on maturity and on claims made under Rule 13.1, 13.2, 13.3 and 19 All amounts paid by way of Terminal Bonus shall be charged to the General Reserve Account.

#### **8. Increased Contribution payable from Capital Account**

- 8.1 Members over the age of 30 who have been members for not less than three complete years, may, subject to the approval of the Board upon the advice of the actuary, elect to have their monthly contributions remain at the 30 years rate for the remainder of their term of membership, by giving notice to the Secretary, on or before 1 December in any year, that they wish all further extra contributions on account of age to be paid from their Capital Account, providing always the balance of credit is not reduced below the sum of £5.00 per share or £15.00 per bond held.

#### **9. Sickness Benefit Balancing Clause**

- 9.1 In the event of all contributions, investment income, interest, fees, fines, and forfeitures and other revenue of the Society in any financial year together with its revenue reserves being insufficient to meet the demands for Sickness Benefit, the proportion of the surplus funds placed to the credit of the then members by way of Capital, Share or Bond Apportionment at the two previous divisions of surplus under Rule 7 shall be allocated to making good the deficiency by contributions on a pro rata basis.

#### **10. Reinsurance of Risk**

- 10.1 The Society may re-insure risks to such extent as may from time to time be approved by an actuary.

#### **11. Disqualifications and Forfeitures of Membership**

- 11.1 Any member who has made any false statement or declaration on any prescribed form, made a false claim, or otherwise attempted to impose on the Society, may be expelled.
- 11.2 The Board may expel any member who has been convicted of any crime, or who has been guilty of serious personal misconduct, or who has wilfully committed a serious breach of these Rules.
- 11.3 A member who is expelled from the Society shall forfeit the whole or such part

of the moneys paid by him to the Society, and any accumulation of surplus funds standing to his credit at the date of the expulsion, as the Board may decide.

- 11.4 Any amount so forfeited shall be transferred to the General Reserve Account of the Society.

## **12. Members Travelling or Residing Abroad**

- 12.1 Members travelling or residing outside England, Ireland, Scotland, Wales, the Channel Islands and the Isle of Man are not entitled to claim Sickness Benefit whilst abroad, but should any member be advised to go abroad by his medical attendant for the recovery of his health, his Sickness Benefit shall be allowed on the production to the Secretary, before his departure, of a Certificate from his medical attendant to this effect and indicating the period covered, the Board having the power to require such conditions to be fulfilled as they deem necessary.
- 12.2 A member may subsequently continue to be eligible for sickness benefit whilst he is working in the European Union providing:-
- 12.2.1 he has given prior notice to the Secretary, specifying the nature of the employment, of his intention so to do;
- 12.2.2 that the notice has been acknowledged by the Secretary; and
- 12.2.3 he continues to pay his contributions in sterling.
- Any such benefits payable will be made in sterling.
- 12.3 A member failing to comply with Rules 12.1 and 12.2 above will be liable to forfeit his Sickness Benefit to the Society for the period he is abroad.
- 12.4 A member on taking up temporary residence outside England, Ireland, Scotland, Wales, the Channel Islands and the Isle of Man may apply to the Society for his membership to be held in suspense in which case his monthly contribution will cease to be due or payable and he will cease to be eligible for Sickness Benefit and to receive his annual Share or Bond Apportionment from the month he ceased to pay his contribution. He will continue to be entitled to receive Capital Apportionment.
- 12.5 On returning to England, Ireland, Scotland, Wales, the Channel Islands or the Isle of Man a member may on production of a Medical Certificate of good health recommence to pay his monthly contribution and he will be entitled to Sickness Benefit and Share or Bond Apportionment as from the month he commences to pay his contribution.
- 12.6 In the event of a membership being held in suspense for 10 years, at the expiry of that period the membership shall, if the Board so decide, be terminated and there shall be paid to the member the amount standing to his credit less any forfeiture due and specified elsewhere in these Rules.

## **13. Termination of Membership**

- 13.1 At any time after reaching the age of 55 years a member may give notice that

he wishes to cease to contribute to the Society in respect of part or the whole of his shares, when he will have the right to withdraw the whole amount standing to the credit of his Capital Account in the books of the Society in respect of such shares or bonds, without any forfeiture or deduction.

- 13.2 A member who wishes to cease to contribute to the Society after reaching the age of 55 may elect to leave the whole or a portion of his balance in the hands of the Society, and interest at the same rate as is from time to time credited to members under the age of 55 by way of Capital Apportionment shall be allowed thereon, but the member shall not be entitled to Share or Bond Apportionment.
- 13.3 Such interest may be withdrawn at any time after the same shall have been ascertained, and such members may at any time withdraw the whole or portion of their funds upon giving one calendar month's previous notice.
- 13.4 A member under the age of 55 wishing to withdraw the whole or part of his funds from the Society, shall give fourteen days' notice in writing to the Secretary, such notice to be accompanied by his last apportionment certificate.
- 13.5 Upon expiry of the notice there shall be paid to the member, in so far as the capital of the Society not invested will allow and subject to the approval of the Board, the amount standing to the credit of the member in the books of the Society in respect of the shares being withdrawn, subject to the sum of:
- £10 per share or £30 per bond if having been a member for less than 5 years  
£5 per share or £15 per bond if having been a member for at least 5 years  
£2 per share or £5 per bond after age 50 and up to age 55 if having been a member for 5 years
- and all arrears of fines and contributions being forfeited to the Society.
- 13.6 In the event of a member withdrawing the whole of his funds from the Society, but wishing to continue as a member, he may, subject to the approval of the Board, continue his contributions and be eligible for Sickness Benefit and all other benefits of the Society.
- 13.7 On termination of membership from any cause, the member, or his legal personal representative or his nominee, shall be paid Share or Bond Apportionment for the months subscribed in the current year, and also the previous year if no such Apportionment has been declared at the date of the termination, together with Capital Apportionment for each complete calendar month, all such amounts being calculated at the same rates as those last declared by the Society.
- 13.8 No member shall be entitled without the approval of the Board to withdraw his credit balance with the Society or to leave it on deposit at interest with the Society and no payment shall be made without the approval of the Board to any nominee, next of kin, or legal personal representatives of a member under Rule 19, so long as any money remains owing whether jointly or severally by that member to the Society upon any mortgage or otherwise; and the Society may apply the said credit balance in or towards the discharge of such mortgage or other debt and any interest thereon.

#### **14. Arrears**

- 14.1 Any member who is more than 3 months in arrear with his contributions shall be considered to have terminated his membership, but for special reasons satisfactory to the Board such member may be allowed to pay all arrears of contributions and fines and continue his membership on condition that he produces a medical certificate of good health at the time of such payment if the Board so request.
- 14.2 In the event of termination of membership being confirmed by the Board there shall be paid to the member the amount standing to the credit of the Member, in the books of the Society subject to a deduction as set out in Rule 13.5.
- 14.3 Any member unable to pay his contributions in consequence of distressed circumstances may apply to the Board for an extension of time for the payment thereof; and the Board shall have the power, upon receiving satisfactory evidence, to grant such an extension.
- 14.4 Any member not more than fourteen days in arrears in respect of any contribution may claim sickness benefit, and the Secretary may deduct the amount of arrears from the sickness benefit payable, but any member more than fourteen days in arrears with his contributions is not entitled to claim sickness benefit from the Society.
- 14.5 Any member in arrears in respect of any contribution due by or on behalf of the member to the Society may be fined 10% per month of the total sum outstanding.
- 14.6 Any member who has completed 3 years membership in the Society, and who is unable to pay his contributions in consequence of distressed circumstances, may apply in writing to the Board to have his contributions paid from his Capital Account in the Society. The Board shall have the power, upon receipt of satisfactory evidence, to allow such contributions to be paid from his Capital Account provided always the amount standing to the members credit in his Capital Account after such payment is not reduced below £5 per share or £15 per bond held.

#### **15. Change of Residence**

- 15.1 To enable the Society to maintain a register of members in accordance with Rule 2, every member shall ensure that the information required by that Rule is provided by him within fourteen days of the change of residence occurring.

#### **16. Sickness Benefit Entitlement**

- 16.1 Any member paying the contributions appropriate to a particular section shall be entitled to claim Sickness Benefit up to the age specified for that section but always subject to any restriction or qualification contained in these Rules.
- 16.2 For members in Class A or B Sickness Benefit shall be calculated on the basis of sixty pence per Basic Share and supplementary unit per six day week and on the amount of deferred benefit in place at the commencement of incapacity.
- 16.3 For members admitted on or after 1<sup>st</sup> January 2001 Sickness Benefit shall be

calculated on the basis of £20 per six day week per Bond.

- 16.4 A member contributing for deferred benefit shall notify the Society within the  
16.5 period specified in the appropriate Schedule and Table attached to the Rules.

#### **17. Sickness Benefit Claims**

- 17.1 Members intending to claim Sickness Benefit must send to the Society's registered office such certificate(s) as requested by the Society from time to time. The certificate must carry the signature of the member's registered medical practitioner, who may not be a relative of the member.
- 17.2 Members contributing benefits identified under Schedules 1, 2, 3 and 5 (Tables I, II and III) must, within seventy two hours of the commencement of the incapacity, either a) send the completed certificate in accordance with Rule 17.1 or, b) contact the Society at the registered office by telephone, facsimile or other method of communication subsequently determined by the Society indicating when the certificate will be available and confirming the following information:-
- 17.2.1 Member's name and membership number
  - 17.2.2 Date of commencement of incapacity
  - 17.2.3 Nature of incapacity
  - 17.2.4 Anticipated date of return to work, if known.
- 17.3 Failure to comply with Rules 17.1 or 17.2 may result in the member forfeiting benefit for the days in default, such decision being at the discretion of the Society.
- 17.4 During any claim a member may be requested to complete additional progress forms, attend for examination at a reasonable time by a medical practitioner selected by the Society and provide such additional information as may be reasonably requested by the Society.
- 17.5 Payment of any fee levied by a medical practitioner for completion of the Society's standard forms shall be the responsibility of the member, but any cost incurred for the provision of any additional medical reports shall be the responsibility of the Society.
- 17.6 Any member carrying on an occupation or transacting business during the period of a claim shall be liable to be expelled from the Society and to repay any monies paid to him for the period during which he was so employed.
- 17.7 Members must submit a final medical certificate as prescribed by the Society when they re-commence their occupation.
- 17.8 Sickness benefit claims may not be made by a member within six months of joining (or such other period as may be approved by the Board) and, in the case of increased benefits, until six months after the increase has been applied (or such other period as may be approved by the Board).



- 17.9 A member claiming benefit who changes his residence temporarily must inform the Society in writing of his intention so to do. Failure to provide that information will render the member liable to forfeit his benefit for the period in question.
- 17.10 The Society may, at any reasonable time during a period when benefit is being claimed, arrange for the member to be visited at his residence by any individual nominated for that purpose by the Board.
- 17.11 Claims for sickness benefit will not be allowed if the claim arises wholly or partly by virtue of any of the following:
- 17.11.1 Intemperance
  - 17.11.2 Disorderly conduct
  - 17.11.3 Intoxication
  - 17.11.4 Wilful self inflicted injury
  - 17.11.5 Taking or using any drug not prescribed by a medical practitioner to aid recovery from a specified illness or injury
  - 17.11.6 Sterilisation other than on medical grounds
  - 17.11.7 Involvement in war, invasion, riot or usurped power
  - 17.11.8 Flying other than as a fare-paying passenger on a recognised air route
  - 17.11.9 Pregnancy
  - 17.11.10 Any hazardous pursuit not disclosed in any application form or otherwise notified to the Society
  - 17.11.11 Acquired Immuno-Deficiency Syndrome (Aids) arising from Infection by any Human Immuno-Deficiency Virus (HIV) or an AIDS-related condition due to any HIV virus.

The definition of AIDS shall be that used by the World Health Organisation at any time or that used by any successor body of other such governmental or international organisation as the Board shall decide.

Infection shall be deemed to have occurred where blood tests indicate in the opinion of the Society's Medical Consultant either the presence of any Human Immuno-Deficiency virus or antibodies to such a virus.

If in the opinion of the Medical Consultant of the Society a member claiming benefit should undergo a blood test to establish whether or not that member is infected by any HIV virus or AIDS then the Society shall so inform the member and the member shall undergo such test as frequently as required by the Society and shall sign all necessary documents and authorisation to permit such test to be made, and a copy of or the original pathological report to be sent to the Society's Medical Consultant.

In the event that the member refuses to undergo such test or to cooperate in obtaining such test then the Society shall be entitled to refuse payment of sickness benefit until a blood test showing that the member is not infected by any HIV virus or AIDS is received by the Society.

The Board reserves the right at its absolute discretion to make ex-gratia payments of sickness benefit to a member suffering from infection by any HIV virus or AIDS.

17.11.12 Any member who has received benefit and is subsequently discovered to have been incapacitated by virtue of a condition specified under Rule 17.11 shall be liable to expulsion from the Society and the amount of any benefit received by such member deducted from his apportionment.

17.11.13 Any surgery or treatment not certified to be necessary on health grounds.

17.12 A member who has completed a period of claiming sickness benefit and who subsequently submits a further claim within thirteen weeks of the completion date shall be deemed to be continuing his initial claim unless there is medical evidence that the second claim arose from causes wholly independent of the first claim.

17.13 A member who has claimed Sickness Benefit for more than twenty six weeks and has become entitled to reduced sickness benefit in accordance with Schedule 4 paragraph 2, but has ceased to claim and submits a further claim within 39 weeks of that cessation, either because of the effect of or a return of his original illness, the further claim shall for all purposes be deemed to be a continuation of the former illness.

17.14 Any member wishing to return to employment on a part-time basis may apply to the Society to receive a proportionate amount of benefit. Such reduced benefit will be paid at the discretion of the Board on such terms and conditions as they consider appropriate, subject to a maximum period of six months.

17.15 A member who is medically unable to follow his existing employment but who has obtained an alternative occupation at a lower income may apply to the Society for a reduced benefit. The Board may at their discretion grant such an application on such terms and conditions as they consider appropriate. Any benefit deemed payable under this clause shall be calculated by the following formula.

$$\frac{\text{Sickness Benefit} \times \text{Reduction in Income}}{\text{Pre - disability income}} = \text{Reduced Sick Pay}$$

17.16 The Board may authorise the payment of a commuted lump sum to a member in receipt of Sickness Benefit. Such authorisation will be given at the Board's discretion, subject to the advice of the actuary being obtained. Any payment made under this Rule will be a single sum, agreed between the member and the Society and subject to the member relinquishing any future claim for benefit from the Society.

## **18. Accident Benefits**

- 18.1 The Society does not provide lump sum accident benefits.

## **19. Death Benefits**

- 19.1 No payment in excess of £800 shall be insured on death under ten years of age.
- 19.2 Subject to the provisions of Rule 13.8, upon the death of any member there shall be paid to his nominee, next-of-kin or legal personal representatives the balance of his Capital Account, subject to the completion of all legal formalities.
- 19.3 No money shall be paid (except as provided by the Act) upon the death of a member or other person whose death is or ought to be entered in any register of deaths, except upon the production either of a certificate of that death under the hand of the Registrar of Deaths or other person having care of the register of deaths in which that death is or ought to be entered or of the grant of probate to the will of the member or other person or of letters of administration to his estate or of a certificate of confirmation to his estate. Notice of death must be sent to the Secretary within fourteen days.

## **20. Nominations**

- 20.1 A member not under the age of 16 years may nominate a person or persons to whom any sum of money payable by the Society on his death or any specified amount of money so payable shall be paid at his decease, but the total amount which may be so nominated shall not exceed £5,000 or such higher amount as, by virtue of an order under section 6 of the Administration of Estates (Small Payments) Act 1965, may for the time being apply for the purposes of the enactments specified in sub-section (1) of that section.
- 20.2 All such nominations shall be made by writing, under the hand of the member, delivered at or sent to the registered office of the Society.
- 20.3 The person or persons so nominated must not at the date of the nomination be an officer or employee of the Society unless that officer or employee is the husband, wife, father, mother, child, brother, sister, nephew or niece of the nominator.
- 20.4 A nomination so made may be revoked or varied by any similar document, under the hand of the nominator, delivered, sent or made as aforesaid, but a nomination is not revoked by a subsequent will.
- 20.5 The marriage of a member shall operate as a revocation of any nomination previously made by him.
- 20.6 Nominations, revocations and variations may be in the forms appended to these Rules or in such other form as the Board may approve.

## **21. Not Used**

## **22. Welfare Fund**

- 22.1 The Society will operate a Welfare Fund Account to which shall be transferred such proportion of the surplus funds of the Society as the Board upon the

advice of the actuary thinks fit. The Welfare Fund shall be applied entirely at the Board's discretion for the purpose of relieving financial distress of any member of the Society.

### **23. Board of Directors**

- 23.1 The business of the Society and any business that the Society proposes to carry on shall be under the direction of a Board of Directors (herein referred to as "the Board") consisting of not more than 13 nor (subject to the provisions of Rule 33.6) less than 5 individuals and the Board may from time to time resolve the number who together shall constitute the Board within these limitations.
- 23.2 Subject to the provisions of the Act, the memorandum and these Rules and to any directions given by special resolution, the business of the Society shall be managed by the Board who may exercise all the powers of the Society.
- 23.3 No alteration of the memorandum or Rules and no direction as specified in Rule 23.2 shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that direction had not been given.
- 23.4 Without prejudice to the generality of the Rules 23.1, 23.2 and 23.3 the Board:-
- 23.4.1 shall ensure the direction and management of all affairs and business of the Society:-
    - 23.4.1.1 by a sufficient number of persons fit and proper to be Board Members or other Officers, in their respective positions;
    - 23.4.1.2 with prudence and integrity;
    - 23.4.1.3 in the best interests of the members and in accordance with best practice; and
    - 23.4.1.4 in accordance with the memorandum and these Rules, with the Act;
  - 23.4.2 shall supervise the activities of any controlled body or branch of the Society;
  - 23.4.3 may make, vary or revoke regulations for the conduct of business at its meetings, including, but not limited to:-
    - 23.4.3.1 voting rights, including casting votes;
    - 23.4.3.2 special meetings, and
    - 23.4.3.3 minutes of meetings.
  - 23.4.4 may remunerate the Board Members out of the funds of the society and pay the reasonable expenses and any professional and other fees of the Board Members.

- 23.4.5 may pay out of the funds of the Society the expenses of the Society and such sums as the Board may deem necessary or expedient to be paid in the interests of the Society but no Board Member (other than a holder of any executive office) shall receive any payment save as is authorised by these Rules;
- 23.4.6 may make, vary or revoke regulations for the conduct of all affairs and business of the Society, provided that the same are not inconsistent with the memorandum and these Rules, and with the Act;
- 23.4.7 may authorise the use of all forms, instruments and other documents that it may deem necessary for the proper conduct of the business of the Society;
- 23.4.8 may delegate any of its powers, duties, discretions and authorities relating to the business of the Society to:-
  - 23.4.8.1 one or more Board Members;
  - 23.4.8.2 Boards consisting of such Board Member or Board Members, and/or employee or employees as it thinks fit;
  - 23.4.8.3 one or more officers or employees.
- 23.5 The Board shall meet for business as often as it shall find necessary but not less than four times per year and not less than one half of the total number of members of the Board for the time being shall form a quorum.
- 23.6 All questions arising at any Board meeting shall be decided by a majority of votes and the chairman shall have a second or casting vote in cases where the votes would otherwise be equal.
- 23.7 The validity of any proceedings or acts of the Board shall not be affected by any vacancy among the Members or by any defect in the appointment of a Member.

#### **24. Eligibility and Election of the Board of Directors**

- 24.1 No individual shall be elected or appointed as a Board Member unless:
  - either
  - 24.1.1 he will be less than 70 years of age at the date on which the election, or in the case of an appointment under Rule 33, the appointment, would take effect;
  - or
  - 24.1.2 if he will be more than 70 years of age at the date on which the election would take effect, he has been approved by resolution of the Board as eligible for election, and his age and the reasons for the Board's approval of his eligibility have been notified to every person entitled to vote at the election;
  - and

24.1.3 he is a member of the Society or has been appointed under Rule 24.1A;

and

24.1.4 he is not a minor

and

24.1.5 (except in the case of appointment under Rule 33 or nomination under Rule 24.4, or where a Board Member retires under Rule 34), a form nominating him, signed by not less than 2 members who comply with the requirements of Rule 24.3 has been delivered at the Registered Office during the hours of public business of the Society no later than 15th March preceding the Annual General Meeting at which the vacancy in respect of which he is nominated is to be filled. The nomination form shall contain the full name, address, age and occupation of the person nominated, his consent to be so nominated, and the full names and addresses of the members proposing his nomination. The nomination form shall be dated with the date of its delivery at the Registered Office and that date shall be deemed to be the date of nomination for the purpose of Rule 24.3.

24.1A Subject to such maximum as may be specified from time to time in accordance with Rule 23.1, there may be elected or appointed no more than 3 Board Members who are not members of the Society and remain so during their tenure. All other requirements as specified in Rule 24 shall apply to the selection, appointment and election of such Board Members.

24.2 In exercise of its duties pursuant to Rule 23.4.1 the Board may require any individual nominated for election as a Board Member to supply in writing such forms as the Board may specify, evidence as to his qualifications, financial and managerial experience, creditworthiness, competence and character and to complete in draft any form or questionnaire that, if elected, he would be required to submit to any regulatory authority in accordance with the Act and the Board may make any such information available to the Members of the Society.

24.3 The requirements with which a member must comply in order to be eligible to nominate an individual as a Board Member are as follows:

24.3.1 he must have been a member for not less than 2 years before the date of nomination; and

24.3.2 he must not be in arrears with his contributions; and

24.3.3 he must not be a minor at that date.

24.4 If a vacancy arises on the Board after the last day of the financial year and before the conclusion of the Annual General Meeting held in the succeeding financial year by reason of the death or disqualification of any retiring Board Member who was seeking re-election the Board may without giving notice under Rule 38 nominate at the Annual General Meeting some other individual who is at the date of that meeting:

- 24.4.1 less than 70 years of age, and
- 24.4.2 not a minor; and
- 24.4.3 is a member of the Society or eligible for nomination under Rule 24.1A.

to take the place of such retiring Board Member, as a candidate for election and such Member shall be deemed to be a retiring Board Member

or reduce the number of vacancies to be filled at the Annual General Meeting by one in respect of each such event and any remaining vacancy on the Board shall be and become a vacancy which the Board has power to fill under Rule 33.

- 24.5 Where a person becomes or ceases to be a Member of the Board, the Society shall within one month give notice of that fact to the Financial Services Authority. The notice shall state the person's full name and address and the date on which he became, or ceased to be a Member of the Board and, in the case of a person becoming a Member of the Board, the date of his birth.

## **25. Appointment of Chairman and Vice Chairman**

- 25.1 At its first meeting after every Annual General Meeting the Board shall elect from its number a Chairman and a Vice Chairman, who shall subject to Rule 25.3, hold office until the commencement of the first meeting of the Board held after the next Annual General Meeting unless either shall cease in the meantime to be a Board Member or shall resign the office. The Chairman shall preside at all meetings of the Board at which he is present and in the absence of the Chairman the Vice Chairman shall take his place.
- 25.2 If the Chairman and the Vice Chairman so elected shall both be absent from a meeting of the Board or shall both decline to act as chairman, the Board Members present at that meeting shall elect a Board Member to be chairman for the purposes of that meeting.
- 25.3 The Board may at any time remove the Chairman or the Vice Chairman from office.
- 25.4 The Board shall fill from its number any casual vacancy (whether or not arising from the exercise of its power under Rule 25.3) in the office of Chairman or Vice Chairman and a Chairman or Vice Chairman so elected shall, subject to Rule 25.3, hold office until the commencement of the first meeting of the Board held after the next Annual General Meeting unless he shall cease in the meantime to be a Board Member or shall resign the office.

## **26. Remuneration and Expenses of Officers**

- 26.1 The annual remuneration of the Officers as Members of the Board (exclusive of any remuneration paid in respect of executive duties) shall be paid at a rate to be determined by the Board from time to time.

- 26.2 In addition to such remuneration, any Officer may be paid such reasonable travelling, hotel and other expenses as he might incur while attending Society business with the approval of the Board. He may also, by resolution of the Board, be paid for professional or other work done by him on behalf of the Society in addition to his usual services as an Officer.

## **27. Validity of Acts**

- 27.1 All acts done by the Board, or any sub Board, or any person acting as a Board Member shall, notwithstanding that it be afterwards discovered that there was some defect in the constitution of the Board or sub-Board or in the election or re-election or appointment of any Board Member or sub-Board member or person acting as aforesaid, or that any person was disqualified from holding office or was not entitled to vote, be as valid as if the Board or sub-Board had been properly constituted and as if every such person had been duly elected or re-elected or appointed or entitled to vote and, where appropriate, was qualified and had been a Board Member.

## **28. Offices of Profit**

- 28.1 A Board Member may hold any office or place of profit with the Society (other than the office of auditor or valuer) simultaneously with his office of Board Member and may be appointed by the Board to an office or place of profit with any body corporate in which the Society is, or will be, interested.
- 28.2 A Board Member so appointed to an office or place of profit with a body corporate in accordance with Rule 28.1 shall disclose to the Board any benefit he derives from any such office or place in the financial year in which it is received.
- 28.3 A Board Member, notwithstanding his interest, may be counted in the quorum present at any meeting at which he or any other Board Member is appointed to hold any office or place of profit with the Society or with any body corporate in which the Society is, or will be, interested or at which the terms of any such appointment are arranged. He may vote on any such appointment or arrangement other than his own appointment or the arrangement of the terms of that appointment.

## **29. Interest in Contracts**

- 29.1 Subject to a Board Member's complying with the provisions for the time being of the Act that:-
- 29.1.1 require him to declare to the Board any direct or indirect interest he might have, or be treated as having in any contract to which the Society is a party;
- 29.1.2 prohibit particular contracts;
- 29.1.3 require a contract to be approved by a resolution of a general meeting  
or



29.1.4 require him to furnish to the Society particulars of any related business,

he may enter into or be interested, whether directly or indirectly, in contracts with the Society and shall not be disqualified from office thereby, nor shall he be liable to account to the Society for any profit arising out of any such contract to which he is a party or in which he is interested by reason of his being at the same time a Board Member.

29.2 No Board Member may vote as a Board Member in regard to any contract, or proposal therefor, in which he is interested, whether directly or indirectly, or upon any matter arising out of it. If he shall so vote, his vote shall not be counted nor shall he be reckoned in estimating a quorum when any such contract, or proposal therefore, is under consideration.

29.3 Notwithstanding anything contained in this Rule, the prohibition contained in the Rule 29.2 may at any time or times be suspended or relaxed to any extent by resolution at a general meeting of the Society.

29.4 In this Rule the term "contract" includes any transaction or arrangement. For the avoidance of doubt, the word "interest" in this Rule does not include any interest a Board Member may have as a director of a controlled body of the Society.

### **30. Appointment of Officers, Employees and Others**

30.1 The Society must have a chief executive and secretary who shall be appointed and whose appointment may be terminated by the Board. The Chief Executive may not hold the position of Chairman.

30.2 The chief executive is responsible under the immediate authority of the Board for the conduct of the business of the Society.

30.3 The Board shall take all reasonable steps to secure that the person appointed as chief executive has the requisite knowledge and experience to discharge the functions of his office.

30.4 Where a person becomes or ceases to be the chief executive or the secretary, the Society shall within one month give notice of that fact to the Financial Services Authority, stating the person's full name and address and the date on which he became, or ceased to be, chief executive or secretary.

30.5 The Board may also:-

30.5.1 appoint from its number, and terminate the appointment of, a Treasurer, an Assistant Treasurer and Chairmen of Sub Boards;

30.5.2 appoint and terminate the appointment of such employees, advisers and agents as the Board may at any time determine;

30.5.3 appoint under this Rule more than one person to any office or place with the exception of the office of chief executive and secretary

and may require from any person appointed under this Rule such guarantees

as in its judgment shall appear necessary.

- 30.6 The powers and duties of persons appointed under this Rule shall be those given them from time to time by the Board which may pay them such salaries, wages, commissions and bonuses, compensation for loss of office or of employment, fees and other remuneration as it may consider desirable.

### **31. Indemnity to Board Members, Officers and Employees**

- 31.1 Every Board Member, and every other Officer and every employee of the Society shall be indemnified by the Society against any liability in respect of losses, costs, charges, damages and expenses which might arise from, or in the course of, his duties, but not against any such liability as, by virtue of any Rule of law or of the Act, would attach to him in respect of any negligence, default, breach of duty or breach of trust of which he might be guilty in relation to the Society. He shall, however, be indemnified against any liability incurred by him in defending any proceedings whatsoever, whether civil or criminal, arising out of his duties in relation to the Society in which judgment is given in his favour or in which he is acquitted.
- 31.2 The Society may take out a policy of insurance to cover any such indemnity or liability as is mentioned in Rule 31.1.

### **32. Vacation of Office and Disqualification**

- 32.1 A Board Member shall cease to hold office:-
- 32.1.1 if he resigns his office by notice in writing to the secretary;
  - 32.1.2 if he ceases to be a member as prescribed by Rule 24.1.3 unless appointed under Rule 24.1A
    - 32.1.2A if appointed under Rule 24.1A, he ceases to be so eligible
  - 32.1.3 if he is requested in writing by all his co-Board Members to resign and a resolution that he has vacated office is thereafter passed at a meeting of the Board by a majority not less than four-fifths;
  - 32.1.4 if for three consecutive meetings he absents himself without permission of the Board from meetings of the Board and the Board passes a resolution that he has vacated office;
  - 32.1.5 if he becomes bankrupt or is subject to sequestration;
  - 32.1.6 if he is, or might be, suffering from mental disorder and either
    - 32.1.6.1 he is admitted to hospital in pursuance of an application for admission for treatment under the provisions of the Mental Health Act 1983 or he is admitted to hospital under the provisions of the Mental Health (Scotland) Act 1984 or the provisions of the Mental Health Act (Northern Ireland) 1961, or
    - 32.1.6.2 an order is made by a court having jurisdiction (whether in

the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs;

- 32.1.7 upon a resolution of which notice has been given under Rule 38 that he shall cease to be a Board Member passed by a majority of the votes cast on a poll at a general meeting;
  - 32.1.8 if whilst a Board Member of the Society and without the prior consent of his co-Board Members, he accepts any position in any other organisation, company or body deemed by the Board to be in direct competition with the business of the Society;
  - 32.1.9 upon the conclusion of the Annual General Meeting next following the date at which he attains 70 years of age unless he is re-elected at that meeting, the requirements of Rule 24.1.2 having been satisfied;
  - 32.1.10 if he becomes prohibited by law from being a Board Member;
  - 32.1.11 if he contravenes Rule 29.1 by knowingly or recklessly failing to declare an interest and the Board passes a resolution that he has vacated office.
  - 32.1.12 upon cessation of employment with the Society
- 32.2 The secretary shall give not less than 14 clear days' notice in writing to all Board Members of a meeting of the Board at which it is intended to move a resolution that a Board Member has vacated office. The notice shall set out the proposed resolution and, if all the requirements of this Rule are not complied with, the resolution, even if passed, shall be of no effect. The provisions of Rule 55 shall be deemed to apply to any such notice.

### **33. Filling of Casual Vacancies**

- 33.1 In the case of any vacancy not occasioned by the retirement of any Board Member by rotation the Board may at any time, and from time to time, appoint an individual as a Board Member to fill such a vacancy.
- 33.2 If the Board resolves to increase the number of Members of the Board within the limitations prescribed by Rule 23.1, the Board may appoint an individual as an additional Board Member in order to fill any vacancy.
- 33.3 The Board shall appoint under this Rule only an individual who:-
  - 33.3.1 appears to it to be fit and proper to be a Board Member, and
  - 33.3.2 is qualified under Rule 24.1 or 24.1A (as far as those Rules are applicable), and
  - 33.3.3 is not a person who, having been nominated for election as a Member at any election held within the preceding 12 months, was not elected as a Member.
- 33.4 A Board Member appointed under this Rule shall hold office until the



conclusion of the Annual General Meeting next following such appointment or, if earlier, the expiration of the period of 16 months beginning with the date of his appointment.

- 33.5 A Board Member appointed under this Rule and retiring under Rule 33.4 shall be eligible for election without nomination, provided that he is qualified under Rule 24.1 at the date of the Annual General Meeting at which he retires and is not ineligible by reason of his age on that date, and he shall be a retiring Board Member for the purposes of Rule 34.1.
- 33.6 Notwithstanding any vacancies on the Board, the remaining Board Members may continue to act. If at any time the number of Board Members falls below the minimum of 5 prescribed by Rule 23.1, the Board so constituted, although its Members are insufficient to form a quorum, may act by a majority of its Members for a maximum period of 3 months but the chairman shall, notwithstanding any regulation under Rule 23.4.3 not have a second or casting vote.

#### **34. Retirement by Rotation**

- 34.1 In addition to any Board Member retiring under Rule 32.1.9 or 33.4, each Board Member who has not been elected or re-elected at any of the last two Annual General Meetings shall retire from office but shall be eligible for re-election.
- 34.2 Elections of Board Members shall be held at Annual General Meetings. If the number of candidates for election or re-election to the Board (including Board Members retiring under this Rule and Rule 33.4) exceeds the number of vacancies thereon, the vacancies shall be filled by those candidates obtaining the most votes otherwise the election shall be by majority vote. The vote shall be taken on a poll, which shall be deemed to have been demanded by the chairman. The following provisions of the Rules shall apply to such poll:
- 34.2.1 the voting papers shall include the number of vacancies on the Board and the full names of all the candidates;
- 34.2.2 subject to Rule 34.2.1, the Board may prescribe or approve the form of the voting paper and may include such other declarations and denoting of retiring Board Members as it thinks fit;
- 34.2.3 the voting shall be effected by the placing of an X after the names of the candidates for whom the votes are to be cast;
- 34.2.4 the voting papers shall be void if a member votes for more candidates than there are vacancies to be filled;
- 34.2.5 each member shall have one vote in respect of each vacancy to be filled, and
- 34.2.6 no member shall be required to cast all or any of the votes given him by Rule 34.2.5.

#### **35. Pension and Other Schemes and Funds**

- 35.1 In this Rule the term "Officers" excludes any Board Member who does not hold or has not held any executive position in the Society in addition to that of Board Member.
- 35.2 The Board may from the Society's resources and on such terms as it thinks fit provide, establish, maintain and administer pension, life assurance, sickness, annuity and other funds or schemes (whether contributory or not) for the benefit of:
- 35.2.1 past, present or future Officers and employees of the Society;
  - 35.2.2 past and present Officers and employees of any Society with which the Society merges in the future;
  - 35.2.3 the spouses, children and dependants of persons referred to in Rules 35.2.1 or 35.2.2.
- 35.3 In addition to the powers aforesaid the Board may grant on such terms as it thinks fit other pensions, allowances, gratuities, donations and bonuses to or for the benefit of:
- 35.3.1 past or present Officers and employees of the Society;
  - 35.3.2 past Officers and employees of a Society with which the Society has merged;
  - 35.3.3 any spouses, children or dependants of such Officers and employees mentioned in Rules 35.3.1 or 35.3.2.
- 35.4 The Board may make, vary and revoke the Rules of any such fund or scheme as is mentioned in Rule 35.2. (to such extent as this power is not thereby prohibited, or is found permissible) and may constitute any trust and may from time to time at its discretion exercise any powers reserved to the Society by the terms of any trust constituted by the Society including the power of modifying or discontinuing the terms of any such trust or any Rules or regulations that may be or may have been made pursuant thereto.

### **36. Annual General Meetings**

- 36.1 The Society shall hold an Annual General Meeting in each financial year, at such hour, date and place as the Board shall determine.
- 36.2 Not more than 15 months shall elapse between the date of one annual general meeting and that of the next.
- 36.3 If the Society holds its first annual general meeting within 18 months of its incorporation, it need not hold it in the year of its incorporation or in the following year.
- 36.4 The Board shall lay before the Members at the Annual General Meeting the Annual Accounts of the Society for the last financial year before the date of that meeting, and shall also submit to them a report by the Board (called in these Rules "the Board's Report") on the business of the Society, which Board's Report shall include the information required by or under the Act and

details of any bonuses determined by the Board in accordance with Rule 7.

- 36.5 A copy of the Annual Accounts shall be available on demand for each member.
- 36.6 In these Rules "Annual Accounts" means the classes of document (including the notes to them) which the Society is required (unless otherwise exempted) by or under the Act to prepare by way of accounts for itself individually and, if it has controlled bodies, by way of group accounts for itself and those controlled bodies.
- 36.7 The report of the auditors on:
- 36.7.1 the Annual Accounts laid before the Annual General Meeting, and
  - 36.7.2 the Board's Report
- shall be laid before that meeting and shall be available for inspection by any member.
- 36.8 No business shall be transacted at an Annual General Meeting, and no resolution shall be brought forward at any such meeting, except as may arise upon:
- 36.8.1 the annual accounts laid before the meeting;
  - 36.8.2 the Board's report submitted to the meeting;
  - 36.8.3 the report of the auditors on the documents listed in Rules 36.8.1 and 36.8.2;
  - 36.8.4 the election and re-election of Board members;
  - 36.8.5 the appointment or re-appointment of auditors;
  - 36.8.6 the appointment or re-appointment of arbitrators
  - 36.8.7 a motion for a resolution contained in a Members' Notice received by the Society in accordance with the provisions of Rule 38, and
  - 36.8.8 business (including a motion for a resolution, whether special or ordinary, or a motion to add to, alter or rescind any of the Rules) brought before the meeting by the Board.

### **37. Special General Meetings**

- 37.1 All general meetings other than Annual General Meetings shall be called special general meetings.
- 37.2 The Board may, whenever it thinks fit, convene a special general meeting.
- 37.3 The Board shall convene a special general meeting on the requisition of not less than 50 members qualified under Rule 37.7. The requisition shall state the objects of the meeting (which must not however include the election of a Board member) and shall be signed by the requisitioners and deposited at the Registered Office and may consist of several documents in like form each signed by one or more requisitioners. A deposit of £10 in respect of each

requisitioner signing the requisition shall be lodged with it. If within half an hour after the time appointed for the meeting a quorum is not present, all such deposits shall be forfeited but if a quorum is present the members present and entitled to vote at the meeting shall decide whether the deposits shall be appropriated either wholly or in part towards the expenses of convening and holding the meeting and to any extent to which the deposits are not so appropriated they shall be returned by the Society to the requisitioners equally.

- 37.4 If the Board does not within 28 days after the date of deposit of the sole requisition, or the date of deposit of the last requisition sufficient to comply with the requirements of Rule 37.3, proceed to despatch notices convening a meeting to be held within 63 days after that date, the requisitioners or any proportion of them exceeding one half may themselves convene a special general meeting. Any meeting so convened shall not be held after the expiration of five months from the date of the deposit of the sole or last requisition. The meeting so convened by the requisitioners shall be convened in the same manner, as nearly as possible, as that in which meetings are convened by the Board and notices shall be sent by post to those persons entitled under Rule 38.5. Any reasonable expenses incurred by the requisitioners by reason of the failure of the Board duly to convene a meeting shall be paid to those requisitioners by the Society. Any sum so paid shall be recovered by the Society from the defaulting members of the Board (whether by way of retention of fees or other remuneration in respect of services, or otherwise). The Board or, as the case may be, the requisitioners, shall give the members notice of any resolution the requisitioners propose to move at the meeting at the same time and in the same manner as notice is given of the meeting.
- 37.5 No business shall be entertained at any special general meeting except such as shall be stated in the notice convening the meeting.
- 37.6 Except where the requisitioners themselves convene a special general meeting under Rule 37.4 of this Rule, special general meetings shall be held at such hour, date and place as the Board shall determine.
- 37.7 A member shall be qualified for the purposes of Rule 37.3 if he:-
- 37.7.1 has been a member of the Society for a continuous period of not less than two years prior to the date of the requisition, and
  - 37.7.2 is a person entitled to vote at a general meeting of the Society on the date of the requisition.

### **38. Notice of Meetings**

- 38.1 At least 14 days' notice, expiring on the final date for the receipt of proxies under Rule 42, in writing of every general meeting (whether an Annual General Meeting or a special general meeting) specifying the hour, date and place of the meeting shall be given to members as provided in Rule 38.5.
- 38.2 The notice shall specify:
- 38.2.1 the nature of any resolution to be moved at the meeting and of the other business to be transacted thereat, and



- 38.2.2 the full name of each candidate for the office of member of the Board, or auditor, or arbitrator unless the nomination has been made, or in the case of an auditor his nomination has been received, too late for his candidature to be included in, or to accompany, the notice.
- 38.3 The notice shall state that:-
- 38.3.1 a member entitled to attend and vote may appoint one proxy to attend and, on a poll, vote at the meeting instead of him; and
- 38.3.2 the proxy need not be a member of the Society; and
- 38.3.3 the member may direct the proxy how to vote at the meeting.
- 38.4 The Annual General Meeting shall be described as such in the notice of meeting.
- 38.5 Notice of a meeting shall be sent to every member who would be eligible to vote at the meeting if the meeting were held on the date of the notice.
- 38.6 For the purposes of the following paragraphs of this Rule the following expressions shall have the following meanings:
- 38.6.1 "Requisite Number " means 50 and
- 38.6.2 "Members' Notice" means a notice given to the Society in writing (whether in one or more documents) by at least the Requisite Number of members, of their intention to have moved on their behalf at an Annual General Meeting a resolution that is specified in the notice and is either a Special Resolution or an ordinary resolution.
- 38.7 If the Society receives a Members' Notice, (subject to Rules 38.8 and 38.9) the Board shall:
- 38.7.1 include in the notice of the Annual General Meeting a notice specifying the intention of those members moving it to have the resolution moved on their behalf at that meeting and, if applicable, the intention to move it as a Special Resolution and
- 38.7.2 at the request of the members intending to have the resolution moved on their behalf, include in the notice of that meeting to each member entitled under Rule 38.5 to receive notice of that meeting a copy of any statement of not more than 100 words with respect to the matter referred to in the resolution.
- 38.8 The Board shall be under no duty:
- 38.8.1 to include a Members' Notice in the notice of the Annual General Meeting or
- 38.8.2 to send to members such a statement as it mentioned in Rule 38.7.2 if
- 38.8.2.1 the Members' Notice (or the last of the documents sufficient to enable it to comply with the requirements of Rule 38.6.2 and, if submitted, any statement given (of the kind mentioned in Rule 38.7.2) are given to or lodged with the Society later

than the last day of the financial year preceding that in which the Annual General Meeting at which it is intended to move the resolution is held; or

- 38.8.2.2 the resolution specified in the Members' Notice and, if lodged, any such statement does not relate directly to the affairs of the Society; or
- 38.8.2.3 the rights conferred by Rule 38.7 are being abused to seek needless publicity for defamatory matter or for frivolous or vexatious purposes; or
- 38.8.2.4 the resolution specified in the Members' Notice is in substantially the same terms as any resolution that has been defeated at a meeting during the period beginning with the third Annual General Meeting before the date on which the Members' Notice (or the last of the documents sufficient to enable it to comply with the requirements of Rule 38.6.2) is given to the Society.

38.9 If it is not practicable for any reason to include in the notice of the Annual General Meeting a notice given by members in accordance with Rule 38.6.2, the notice so given together with any statement lodged in accordance with that Rule shall be sent with the notice of that meeting. If, however, that is not practicable, the notice so given and any statement so lodged shall be sent as soon as practicable after the despatch of the notice of that meeting.

38.10 A notice of a meeting shall be given by the Society by sending it by post to the registered address of the member and in this Rule and in Rules 38.11 to 38.13 the term "notice" includes any such notice given or statement lodged by members as is required to be sent by Rules 38.6.2.

38.11 Where a notice is required to be sent to a member who has appointed a power of attorney, a notice of a meeting shall be given to the holder of such power of attorney which has been duly registered in the records at the Registered Office by sending the notice by post to the registered address of the holder of the power of attorney. No notice shall be given to the member who gave the power.

38.12 Where a notice is required to be sent to a member, if a member is suffering from mental disorder a notice of a meeting shall be given by the Society to his receiver, curator bonis or other person in that behalf appointed by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder. Such a notice shall be sent by post to the address supplied for the purpose by the aforesaid receiver, curator bonis or other person or, until such an address has been so supplied, by sending the notice by post to the registered address of the member.

38.13 The accidental omission to send a notice of a meeting to, or the non-receipt of a notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

### **39. Quorum at General Meetings**

39.1 No business shall be considered at any Annual General Meeting or special

general meeting unless a quorum is present, and a quorum shall be constituted for all purposes by such number of members present or represented and entitled to vote which is one more than the total number of members of the Board for the time being.

- 39.2 If no quorum shall be present within half an hour after the time appointed for the Annual General Meeting or special general meeting, or if during such meeting a quorum ceases to be present, the chairman of the meeting shall adjourn it to such hour, date and place as he shall direct, unless it is a special general meeting requisitioned under Rule 37.3 or 37.4 whereupon the Chairman of the meeting shall dissolve it.

#### **40. Procedures at General Meetings**

- 40.1 The Chairman of the Board (or, in his absence, the Vice Chairman of the Board) will preside at every general meeting of the Society. If there is no such Chairman or Vice Chairman or if neither the Chairman nor the Vice Chairman is present within fifteen minutes after the time appointed for the meeting or if both the Chairman and the Vice Chairman are unwilling to act, the Board members present shall elect one of their number to be chairman of the meeting. If at any meeting no Board member is willing to act as chairman, or if no Board member is present within fifteen minutes after the time appointed for the meeting, the members present and entitled under Rule 37 to be included in the quorum for the meeting shall choose one of their number who is present to be the chairman of the meeting.
- 40.2 The chairman of the meeting may, notwithstanding the presence of a quorum (and shall, if so directed by a resolution of the meeting), adjourn the meeting from time to time and from place to place, but except as provided in Rule 40.10 no business shall be transacted at any adjourned meeting other than the business left unfinished or not reached at the meeting from which the adjournment took place.
- 40.3 Every adjourned meeting shall be deemed a continuation of the original meeting and any resolution passed at an adjourned meeting shall for all purposes be treated as having been passed on the date on which it was in fact passed and shall not be deemed to have been passed on any earlier date.
- 40.4 When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting but otherwise it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 40.5 Subject to the Act and these Rules every resolution submitted to an Annual General Meeting or special general meeting shall be decided by a simple majority and such votes shall be taken in the first instance by a show of hands.
- 40.6 A poll may (before or on the declaration of the result of the show of hands) be demanded by:
- 40.6.1 the chairman of the meeting, or
- 40.6.2 5 members who are entitled to vote at the meeting and are present in person, by proxy, by attorney, by representative or by a person specified

in Rule 41.4.

and in the event of such a demand, a poll shall be taken in accordance with Rule 40.10, but no poll shall be permitted upon a resolution to appoint a chairman or as to whether the meeting should be adjourned.

- 40.7 Unless a poll be so demanded, a declaration by the chairman that a resolution on a show of hands has been carried, or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of, or against, such resolution.
- 40.8 If a motion for a Special Resolution is to be put to the vote of the meeting or there is a contest for the office or appointment of a member of the Board or auditor, a poll shall be deemed to have been demanded by the chairman.
- 40.9 Except in the case of a motion for a Special Resolution or of a contest for the office or appointment of Board member or auditor, the demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman, and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 40.10 If a poll is duly demanded in accordance with Rule 40.6, it shall be taken at the meeting at which it is demanded or, if the chairman so decides, at an adjourned meeting and in either case in such manner, subject to Rule 40.12, as the chairman directs and the result of the poll, shall, notwithstanding Rule 40.3, be deemed to be the resolution of the meeting or adjourned meeting at which the poll was taken. The chairman may, in the event of a poll, appoint the scrutineers (who need not be members of the Society) and may adjourn the meeting or adjourned meeting to some hour, date and place fixed by him for the purpose of declaring the result of the poll.
- 40.11 A poll demanded on a question of adjournment shall be taken forthwith and the result declared immediately upon the conclusion of the taking of the poll. A poll demanded on any other question shall not prevent the continuance of a meeting for the transaction of any business other than that upon which the poll has been demanded.
- 40.12 Voting papers to be used on a poll shall be valid only if they are issued by the Society.

#### **41. Entitlement of Members to Vote on Resolutions**

- 41.1 Every member present or voting by proxy (and not disqualified by arrears or otherwise as mentioned in these Rules) shall have one vote, and when the votes are equal the then presiding officer shall have an additional or casting vote.
- 41.2 The holder of a power of attorney from a person who is a member and who is entitled to vote under Rule 41.1 shall, if the power of attorney is duly registered at the Registered Office and if the power has the effect of authorising the holder to exercise the rights of the member under the Rules, be entitled to vote in all circumstances as if he were a member and in the member's stead but he shall not be entitled to appoint a proxy or an attorney.

- 41.3 A member who is entitled to vote under Rule 41.1, and in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, by his receiver, curator bonis or other representative in that behalf appointed by that court. Any such receiver, curator bonis or other representative may vote either on a show of hands or on a poll, and if on a poll, may vote by proxy. Evidence to the satisfaction of the Board of the authority of the person claiming to exercise the right to vote shall be deposited at the Registered Office not less than 2 clear days before the day appointed for holding the meeting or adjourned meeting, at which the right to vote is to be exercised, and in default, the right to vote shall not be exercisable.
- 41.4 The right to vote shall be limited to those persons on whom this Rule confers a right to vote (subject to Rule 42).
- 41.5 A Board Member appointed or a candidate nominated, under Rule 24.1A shall be entitled to attend and speak at any general meeting but shall not be entitled to vote nor be counted in the quorum for such meeting, nor if he is the presiding officer, exercise any additional or casting vote under Rule 41.1.

#### 42. Appointment of Proxies

- 42.1 A member entitled to attend and vote at a meeting of the Society:
- 42.1.1 may appoint one person (whether a member or not) as his proxy to attend and, on a poll, to vote at the meeting instead of him, and
- 42.1.2 may direct the proxy how to vote at the meeting.
- 42.2 The instrument appointing a proxy or a representative shall be deposited at the Registered Office not less than 48 hours before the day appointed for holding the meeting, or adjourned meeting, and in default the instrument shall not be treated as valid.
- 42.3 An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:-

"The Dentists' and General Mutual Benefit Society Limited

I,

of

hereby appoint the chairman of the meeting or failing him

of

as my proxy to attend and vote in my name and on my behalf at the meeting of the Society to be held on the \_\_\_\_\_ day of \_\_\_\_\_ 19 , and at any adjournment thereof.

Unless instructed to vote for or against the resolution(s) (as set out in the notice

convening the meeting) by the placing of an X in the box(es) below, the proxy will abstain or vote at his discretion.

Resolution No.		For	Against
1			

Dated this                      day of

Signature                      "

- 424 The Society may add to any instrument issued by it in the form set out in Rule 42.3 any explanatory notes it may think fit to assist appointors.
- 425 The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll but, save as provided by this paragraph, a proxy shall have no right to speak at the meeting.
- 426 If a member who, at the final date for the receipt of proxy instruments determined under Rule 42.2, is entitled to attend and vote at the meeting appoints a person as a proxy to vote instead of him at that meeting and then ceases after that date to be so entitled, that person may notwithstanding Rule 41.2 act as the member's proxy at that meeting.
- 427 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding:
  - 42.7.1 the previous death or mental disorder of the appointor or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of such death, mental disorder, revocation or transfer as aforesaid shall have been received by the Society at its Registered Office before the commencement of the meeting or adjourned meeting at which the proxy is used;
  - 42.7.2 that since the last date specified for the deposit of instruments of proxy the appointor has ceased to be entitled to attend and vote at the meeting.

**43. Accounts, Systems of Control**

- 43.1 The Board shall cause accounting records of the Society to be kept, and establish and maintain systems of control of its business and records and of inspection and report, in accordance with the Act.
- 43.1A The Board may establish, maintain and close such separate funds as it considers appropriate from time to time for the conduct of the business of the Society and may hold any investments of such funds separately from the other investments of the Society
- 43.2 The Board shall cause to be maintained separate accounts for, and which

identify the separate assets of, any controlled bodies.

- 43.3 The Board shall, before 1st July in each financial year, send to the Commission a statement of their opinion whether the requirements of the Act have been complied with in respect of the last financial year by the Society.
- 43.4 The Board shall in each financial year, not later than 30 June or 14 days before the annual general meeting, whichever is earlier, send three copies to the Financial Services Authority of the Annual Accounts for the last financial year, the Board's report for that year and the auditors' report on those accounts.
- 43.5 The Secretary shall, as from the date by which at the latest the Board is required by Rule 43.4 to send them to the Commission, supply free of charge to every member on demand copies of the Annual Accounts for the last financial year, the Board's report for that year and the auditors' report on those accounts, and he shall ensure that copies of such documents are also made available at every office of the Society.
- 43.6 The Board shall in each financial year, not later than 1st October, also send to the Commission an additional report prepared by the auditors, in accordance with the Act, on the conduct of the activities of the Society for the last financial year.

#### **44. Inspection of Records**

- 44.1 The Board shall make the records of the Society available for inspection by any member or person having an interest in the funds of the Society at all reasonable hours, at the registered office of the Society, or at any place where the records are kept, and it shall be the duty of the secretary to produce the same accordingly. But such member or person shall not, unless he is an officer of the Society, or is specially authorised by a resolution of the Society to do so, have access to personal information in respect of any other member (other than information contained in the register of members) or the right to inspect the loan account of any other member without the written consent of that member.

#### **45. Auditors**

- 45.1 At each Annual General Meeting the Society shall appoint an auditor to audit its annual accounts who is a person eligible for appointment as auditor of a friendly society. An individual, firm or company may be appointed as auditor. The Society shall, within one week of the date of the meeting, notify the Commission if no auditor has been appointed or re-appointed.
- 45.2 For the purpose of this Rule a person is eligible for appointment as auditor of a friendly society who is registered of any of the supervisory bodies recognised under the Companies Act 1989 and is not ineligible for appointment under the Rules of that body. None of the following shall be appointed as auditor of the Society
- 45.2.1 an officer or employee of the Society, or

- 45.2.2 a partner or an employee of such a person or a partnership of which such a person is a partner, or
  - 45.2.3 a person who has, or whose immediate associates have, connections with the Society or any of its controlled bodies, or
  - 45.2.4 a person who is ineligible by virtue of section 27(1)(a) or (b) of the Companies Act 1989 or article 20(1) of the Companies (Northern Ireland) Order 1990.
- 45.3 The Board may appoint an auditor to fill any casual vacancy occurring between general meetings of the Society.
- 45.4 The remuneration, including any sums in respect of expenses, to be paid to the auditor shall be fixed by the Board or in such manner as the Society shall determine at a general meeting.
- 45.5 A Society may by ordinary resolution in general meeting remove an auditor before expiration of his term of office, and notice of such resolution shall be sent, within 14 days, by the secretary to the Financial Services Authority. A resolution at an annual general meeting or a special general meeting of the Society:
- 45.5.1 removing an auditor before the expiration of his term of office or
  - 45.5.2 appointing another person as auditor in place of a retiring auditor
- shall not be effective unless notice of the intention to move it has been given to the secretary not less than 28 days before the meeting at which it is moved. On receipt of notice of intention to move any such resolution the secretary shall give notice of the resolution to the members and to the person proposed to be removed or, as the case may be, to the person to be appointed and to the retiring auditor. The secretary shall, unless on application the court directs otherwise, also inform the members of any representations made by the person proposed to be removed or, as the case may be, the retiring auditor, and shall make copies of the representations available at the meeting at which the resolution is to be moved.
- 45.6 Where the Society receives from an auditor a written notice of his resignation of office, the secretary shall, within 14 days, send a copy of that notice to the Financial Services Authority.
- 45.7 Where the Society receives from an auditor, on cessation of his office, a statement of any circumstances which he considers should be brought to the attention of the members and creditors of the Society, the secretary shall, unless on application the court directs otherwise, send a copy of such statement to the members.
- 45.8 Where the auditor, with a notice referred to in Rule 45.6, requisitions the convening of a special general meeting of the Society for the purpose of considering an explanation of the circumstances connected with his resignation, the secretary shall within 21 days convene such a meeting for a day not more than 28 days after the date on which notice of the meeting is given and the Society will, unless on application the Court directs otherwise, comply with the requirements set out in paragraph 13 of Schedule 14 to the 1992 Act.



#### **46. Actuary and Valuations**

- 46.1 The Society shall have an actuary who shall be appointed and whose appointment may be terminated by the Board. The Board shall notify the Financial Services Authority of all appointments and changes.
- 46.2 The remuneration, including any sums in respect of expenses, to be paid to the actuary shall be fixed by the Board or in such manner as the Society shall determine at a general meeting.
- 46.3 The Board shall arrange for the actuary to conduct an investigation and report accordingly into the financial condition of the Society in respect of its long term business, in accordance with the Act.
- 46.4 The Society shall keep adequate records to enable the actuary to conduct such an investigation.

#### **47. Application of Funds**

- 47.1 All moneys received on account of contributions in accordance with any tables set out in these rules, or on account of donations or otherwise, shall be applied in carrying out the purposes of the Society in accordance with the rules.
- 47.2 Both moneys received and interest on investments, shall be credited to the appropriate funds.
- 47.3 Any transfer of assets between the Society and a controlled body should be at arms length and for a proper market value consideration and there shall be a proper apportionment of all items of money and expenses between a Society and its controlled bodies.

#### **48. Investment of Funds**

- 48.1 So much of the funds of the Society as may not be required for immediate use or to meet the usual accruing liabilities shall be applied or invested in the purchase of such stocks, funds, shares, securities or other investments or property of whatsoever nature and wheresoever situate and whether involving liability or not as the Board with, where appropriate, the approval of the actuary shall in their absolute discretion think fit to the intent that the Board shall have the same power of investing and of transposing of investments in all respects as if they were the absolute beneficial owners thereof.
- 48.2 Without prejudice to the power of the Society to invest its funds in property, the Society may acquire and hold, or dispose of any so held, premises:-
  - 48.2.1 for the purpose of carrying on any of its activities; or
  - 48.2.2 for the purpose of enabling a subsidiary of the Society, or a body jointly controlled by the Society, to conduct its business.

#### **49. Borrowing**

- 49.1 The Society may borrow money with or without security and on such terms as to

interest repayment and otherwise as the Board may in its absolute discretion think fit, and use it for any of the purposes or activities of the Society or its subsidiaries and no one from whom the Society borrows money in purported exercise of this power shall be concerned to see that the money is wanted or that no more than is wanted is raised, or be concerned in any way as to the propriety of the transaction or the application of the money.

## **50. Disputes**

- 50.1 If any dispute shall arise between a member or person claiming through a member or under the rules, or any person aggrieved who has ceased to be a member, or any person claiming through such person aggrieved, and the Society, or any officer of the Society, it shall be decided by reference to arbitration, under the conditions set out in Rule 50.2 or, where both parties to the dispute so consent, by reference to the county court.
- 50.2 Three arbitrators shall be elected at a general meeting, none of them being directly or indirectly interested in the funds of the Society, and any vacancy or vacancies shall be filled at a general meeting. The complaining party to a dispute, or someone appointed by him, shall draw one name out of the three by lot and the arbitrator whose name is so drawn shall decide the dispute
- 50.3 In default of determination under Rule 50.2 and upon the expiry of 40 days beginning with the day on which application was made for such determination, either party may apply for determination of the dispute by the county court.
- 50.4 In this Rule the expression "dispute" includes any dispute arising on the question whether a member or person aggrieved is entitled to be or to continue to be a member or to be reinstated as a member but, save as aforesaid, in the case of a person who has ceased to be a member, does not include:
  - 50.4.1 any dispute other than a dispute on a question which arose whilst he was a member or arises out of his previous relation as a member to the Society and
  - 50.4.2 a dispute which has arisen as a result of and incidentally to a dispute between a member, or person aggrieved who has ceased to be a member and person claiming through him or under the rules of the Society.

## **51. Complaints**

- 51.1 Without prejudice to the provisions of Rule 50, the Board may:-
  - 51.1.1 establish internal procedures for the resolution of complaints by members of the Society; or
  - 51.1.2 make, join with any other persons in making, or accede to a scheme or schemes for the investigation and settlement by an adjudicator of complaints.
- 51.2 It shall be a requirement of any procedures established under Rule 51.1. that a written response shall be made to a written complaint within 28 days of it first being received by the Society.

- 51.3 A member shall not be prevented from referring any dispute to arbitration under Rule 50 nor shall the determination of a complaint under Rule 51.1 prevent a member from referring any dispute to arbitration under Rule 50.

## **52. Voluntary Dissolution**

- 52.1 The Society may at any time be dissolved by an instrument of dissolution approved by a special resolution of the Society.

## **53. Distribution of Surplus Assets on Winding up or Dissolution**

- 53.1 Upon the winding up of the Society, or upon its being dissolved by consent, any surplus remaining after payment in full of the Society's creditors, shall be divided among those members who were members at the date of commencement of dissolution or winding up so that the amount of remaining surplus which each member receives will be the same proportion thereof as that member's financial interest in the Society, as certified by the actuary, bears to the Society's total assets.

## **54. Common Seal**

- 54.1 The Common Seal of the Society shall bear the name of the Society.
- 54.2 The Society may have in addition to the Common Seal one or more other seals each of which shall be a facsimile of the Common Seal. Any provisions relating to the safe custody and otherwise of the Common Seal shall also apply to any such facsimile seals.
- 54.3 The Common Seal shall be kept at the Registered Office or at such other place as the Board may from time to time determine, and shall be in the custody of such individual as the Board may from time to time direct.
- 54.4 The Common Seal shall not be used without the authority of the Board or of a sub-Board authorised in that behalf and, when used or affixed to any document, such document shall be countersigned by such individual or individuals as the Board may authorise for that purpose from time to time. All documents so sealed and countersigned shall be deemed to be validly executed by the Society.
- 54.5 In this Rule the word "countersigned" includes the use of a facsimile signature by whatever process reproduced. The use of such facsimile signature is only authorised in so far as it is permitted from time to time by law.

## **55. Notices**

- 55.1 All summonses and notices shall be deemed to have been duly served if addressed to the member or person for whom they are intended at his last known address and delivered at or sent by post to that address.

## **56. Copies of Memorandum and Rules**

- 56.1 The secretary shall on request give a copy of the memorandum and these Rules

56.1.1 free of charge, to any member of the Society to whom a copy of these documents has not previously been given; and

56.1.2 to any other person on payment of a sum not exceeding £1.00

## **57. Alteration to Memorandum and Rules**

57.1 The majority of the members at a general meeting of which notice has been given specifying the intention to propose an alteration to the memorandum or Rules may alter them by adding, rescinding or varying any provision.

57.1A The Board may at any time on the advice of the actuary appointed to perform the actuarial function in respect of the Society's long term insurance business, alter the Rules by adding, amending, rescinding or varying any rule schedule or table for the purpose of giving effect to the introduction or variation of any benefits receivable or contributions payable by any member, or the terms upon which such benefits are receivable or such contributions are payable.

57.2 Any alteration of the memorandum of the Society to include among its purposes and powers the carrying on of any activity concerning the control of subsidiaries and other bodies corporate such as is mentioned in section 13(1) of the Act must be adopted by a special resolution of the Society in general meeting; and any amendment of a provision in its memorandum which permits it to do so must also be so adopted.

57.3 Copies of a record of every alteration to the Society's memorandum or Rules shall be sent to the Financial Services Authority within 3 months of the date when the alteration was made.

57.4 No alteration of the Society's memorandum or Rules shall take effect until it is registered or until such later date as is specified in the record of alteration.

57.5 The Society may change its name by a resolution of the Society in general meeting after the giving of such notice as is required for a special resolution. Notice of the change shall be sent to the Financial Services Authority in the directed form.

57.6 The Society may change its registered office by resolution of the Board of Directors. Notice of the change shall be sent to the Financial Services Authority in the directed form within 3 months.

57.7 The Board may alter the Memorandum, the Rules or any Schedule to the rules by adding, varying or rescinding any provision, subject to a resolution being put to the next general meeting to approve the alteration.

57.8 Where the Memorandum or Rules or any Schedule are altered in accordance with 57.7 and a resolution to approve the alteration is not passed at the general meeting specified, the alteration shall cease to be acted on from the conclusion of that general meeting but shall not invalidate any act or policy effected prior to that general meeting.

## **58. Interpretation**

In these Rules the contrary intention appears

- 58.1 Words denoting the masculine gender shall be deemed to include the feminine.
- 58.2 Words in the singular shall include the plural and words in the plural shall include the singular.
- 58.3 "The Act" means the Friendly Societies Act 1992, and any Acts amending or substituting for it and for the time being in force.
- 58.4 "actuary" means the Actuarial Function Holder or such other title as may be prescribed by the Financial Services Authority, or its successors, from time to time.
- 58.5 "Basic Share" means the amount of sickness benefit for which a member subscribes and upon which an apportionment of surplus contributions may be allocated in accordance with Rule 7.
- 58.6 "Bond" means the amount of sickness benefit for which a member joining the Society on or after 1<sup>st</sup> January 2001 subscribes and upon which an apportionment of surplus contributions may be allocated in accordance with Rule 7.2.3
- 58.7 "Capital Account" means the account in the records of the Society to which surpluses and bonuses for a member are allocated.
- 58.8 "controlled body" means a body corporate in respect of which the Society has control or joint control within the meaning of s.13 of the Act.
- 58.9 "Double Bond" means a Bond upon which an additional amount by way of Bond Apportionment may be allocated in accordance with Rule 7.2.3
- 58.10 "Double Share" means a Basic Share upon which an additional amount by way of Share Apportionment may be allocated in accordance with Rule 7.2.2.
- 58.11 "special resolution" has the meaning given by paragraph 7 of schedule 12 to the Act

#### **59. Validity of Previous Rules**

- 59.1 No rules of The Dentists' & General Mutual Benefit Society registered under the Friendly Societies Act 1974 shall have effect on the incorporation of The Dentists' & General Mutual Benefit Society Limited under the Friendly Societies Act 1992.

#### **60. Applicable Law**

- 60.1 Subject to the mandatory requirements of the law of a member state, or part thereof, the applicable law in respect of contracts of insurance entered into by virtue of these Rules, and any other contracts of insurance entered into with the Society, shall be English law.

**APPENDIX**

**TABLES OF CONTRIBUTIONS AND BENEFITS**

**Schedule 1**

**Contributions for Basic Shares and Double Shares Closed Scheme**

1. Contributions for Basic Shares for Class A members shall be made in accordance with the following table:-

Age attained on 31st December next Pence per share per month

	16-30	16
	31-33	17
	34-37	18
	38-41	19
	42-45	20
	46-49	21
	50-53	24
	54-57	28
	58-60	33
*	60-61	33
*	62-65	35

\* Class A members who joined before 1st January 1987.

2. Class B members shall pay an additional 3 pence per Basic Share per month.
3. Contributions for Double Shares shall be 15 pence per share per month in excess of contributions shown in paragraph 1 above.
4. Members wishing to continue to contribute to the Society on retiring at or after age 55 shall pay 15 pence per share per month for each Basic Share or Double Share held by them prior to exercising this option.
5. Contributions shall be due on the first day of each month.
6. Members shall apply for a minimum of ten Basic Shares or such number as may be decided by the Board from time to time.
7. A member making a calendar year's contribution in advance will be allowed a discount of 2 per cent or such other rate as may be decided by the Board from time to time.
8. The contributions for Basic Shares shall apply to male and female members.
9. Members may apply for Basic Shares in whatsoever form decided by the Board but only to such an extent that the benefit so created does not exceed three quarters of net pre-tax earnings after taking into account any national insurance benefit (or its counterpart in any EU member state), other sickness insurances wheresoever issued and any state or individual pensions in course of payment.

## Schedule 2

### Contributions for Supplementary Units Closed Scheme

1. Contributions for Supplementary Units shall be made in accordance with the following table:-

Age attained on 31 <sup>st</sup> December next To age 37	Pence per unit per month	
	Table Y	Table Z
38-45	4	3
46-49	5	4
50-53	6	5
54-57	8	7
58-60	15	13
58-61	-	17
62-65	19	-
	23	-

Table Y shall apply to all members contributing for supplementary units other than under Table Z.

Table Z shall apply to all supplementary units held by members who joined after 31<sup>st</sup> December 1986 and to those members who joined before that date and who have exercised the option of benefit entitlement ceasing at age sixty.

2. The provisions of Schedule 1 paragraphs 2,5,7,8 and 9 shall be deemed to apply to this Schedule and the wording interpreted accordingly.
3. Members shall apply for supplementary units in such multiples as the Board may decide from time to time.

### Schedule 3

#### Contributions for deferred benefit Closed Schemes

1. Contributions for deferred benefit shall be made in accordance with the following tables:-

Table 1  
Rates applicable for benefits ceasing at age 60

Age attained at 31st December next	Annual contributions per £10 per week benefit
	£
16 - 30	2.50
31 - 33	3.00
34 - 37	4.25
38 - 41	6.00
42 - 45	8.25
46 - 49	11.50
50 - 53	15.00
54 - 60	16.50

Female rates are 50 per cent higher.

In addition a policy fee of £2.00 per month shall be paid.



Table 2  
Rates applicable for benefits ceasing at age 60

Age attained at 31 <sup>st</sup> December immediately following date of entry	£
25 and under	4.29
26	4.40
27	4.51
28	4.62
29	4.73
30	4.84
31	5.06
32	5.28
33	5.50
34	5.83
35	6.16
36	6.49
37	6.82
38	7.15
39	7.48
40	7.81
41	8.14
42	8.58
43	9.02
44	9.46
45	10.01
46	10.56
47	11.22
48	11.88
49	12.54
50	13.31
51	14.08
52	14.96
53	15.84
54	16.83
55	17.82

All rates are level annual contributions for male per £10.00 per week sickness benefit.

Female rates are 50 per cent higher.

Table 3  
Rates applicable for benefits ceasing at aged 65

Age attained at 31 <sup>st</sup> December immediately following date of entry	£
25 and under	7.50
26	7.65
27	7.80
28	7.95
29	8.10
30	8.25
31	8.55
32	9.00
33	9.45
34	9.90
35	10.35
36	10.80
37	11.40
38	12.00
39	12.60
40	13.20
41	13.80
42	14.55
43	15.30
44	16.20
45	17.10
46	18.15
47	19.20
48	20.25
49	21.45
50	22.65
51	24.00
52	25.35
53	26.70
54	28.20
55	29.70

All rates are level annual contributions for males per £10.00 per week sickness benefit.

Female rates are 50 per cent higher.

## Schedule 4

### Benefit Options (Closed Schemes)

1. Constant benefit shall mean the combination of sickness benefit secured by contributing for Basic Shares, supplementary units and deferred benefit. Constant benefit provides a level amount of cover from inception to age sixty, or such age as may be determined by the Board from time to time. Constant benefit is payable from the first day of incapacity.
2. Basic immediate benefit shall mean the combination of sickness benefit secured by contributing for Basic Shares and supplementary units. Basic immediate benefit provides cover payable from the first day of incapacity but which reduces to fifty per cent of the original benefit after twenty-six weeks continuous incapacity and to thirty per cent of the original benefit after a further twenty-six weeks.
3. Deferred benefit shall mean the combination of sickness benefit secured by contributing for Basic Shares and deferred benefit. Deferred benefit provides an initial level of cover based on the number of shares acquired which is subject to reduction as set out in paragraph 2 above and the required amount of cover commencing after twenty-six weeks continuous incapacity.
4. Double Shares enable a member to increase the amount of his Capital Account under Rule 7 without increasing his sickness benefit.
5. For the purposes of this part of Schedule 4 a member shall be entitled to claim benefit if he is unable to perform all the essential duties of his own occupation or, if he has been incapacitated for more than 26 weeks, of any other occupation.

Where a member is not in employment (or seeking employment) or in full time education at the time of any claim, sickness benefit will only be paid if that member cannot perform (even with the use of any aids or appliances) at least three or more of the following activities:-

- i. Feeding - eating, cutting meat, buttering bread, getting food and drink to the mouth, using fingers or utensils;
- ii. Dressing - dressing oneself including fastening zips and buttons, getting clothes from wardrobes and drawers;
- iii. Bathing/grooming - turning on taps, getting in and out of bath/shower, washing face/hands, drying oneself, combing hair;
- iv. Toileting/continence - moving into and out of the bathroom, getting on and off the toilet unaided, recognising the need or urge to void bladder and bowel in time to get to the toilet;
- v. Mobility transfer - getting into and out of bed, transferring from one place to another eg. chair to bed, chair to standing and chair to chair;
- vi. Walking - moving from one location to another, walking or wheeling or using a frame.

## Benefits Options (Open Schemes)

With effect from 1<sup>st</sup> January 2006,

All bonds entitle members to an initial £20 benefit per week and are subject to subsequent variation as detailed below.

- A. Basic Immediate Benefit shall mean the sickness benefit secured by contributing for immediate Reducing Bonds. Basic Immediate Benefit provides benefit payable from the first day of incapacity but which reduces to fifty per cent of the original benefit after twenty six weeks continuous incapacity.
- B. Constant Benefit shall mean the sickness benefit secured by contributing for Immediate Constant Bonds. Constant Benefit provides a level of benefit payable from the first day of incapacity to age 55 or 60.
- C. Immediate Escalating Benefit shall mean the sickness benefit secured by contributing for Immediate Escalating Bonds. Immediate Escalating Benefit provides a benefit subject to escalation at the rate of 3% per annum (or such other figure determined by the Board) calculated from the first day of incapacity in addition to that benefit detailed in B above.
- D. Deferred Benefit shall mean the sickness benefit secured by contributing for Deferred Constant Bonds. Deferred Benefit provides a level benefit payable after four, thirteen, twenty-six or fifty-two weeks continuous incapacity to age 55 or 60.
- E. Deferred Escalating Benefit shall mean the sickness benefit secured by contributing for Deferred Escalating Bonds. Deferred Escalating Benefit provides a benefit subject to escalation at the rate of 3% per annum (or such other figure determined by the Board) calculated from the first day of incapacity in addition to those benefits detailed in D above.
- F. For the purposes of this part of Schedule 4 a member shall be entitled to claim sickness benefit if he is totally unable to perform all the essential duties of his own occupation and of any other occupation to which he is suited by training, education or experience and is not following any other occupation for profit or reward.

Where a member is not in employment (or seeking employment) or in full time education] at the time of any claim, sickness benefit will only be paid if that member cannot perform (even with the use of any aids or appliances) at least three or more of the following activities:-

- i. Feeding - eating, cutting meat, buttering bread, getting food and drink to the mouth, using fingers or utensils;
- ii. Dressing - dressing oneself including fastening zips and buttons, getting clothes from wardrobes and drawers;
- iii. Bathing/grooming - turning on taps, getting in and out of bath/shower, washing face/hands, drying oneself, combing hair;

- iv. Toileting/continence - moving into and out of the bathroom, getting on and off the toilet unaided, recognising the need or urge to void bladder and bowel in time to get to the toilet;
- v. Mobility transfer - getting into and out of bed, transferring from one place to another e.g. chair to bed, chair to standing and chair to chair;
- vi. Walking - moving from one location to another, walking or wheeling or using a frame.

With effect from 1<sup>st</sup> January 2009

- 1.. Classic Double Shares shall mean the sickness benefit secured by contributing for Classic Double Shares. Classic Double Shares provide cover payable from the first day of incapacity but which reduces to fifty per cent of the original benefit after twenty-six weeks continuous incapacity and to thirty per cent of the original benefit after a further twenty six weeks.
2. Classic Double Shares enable a member to increase the amount of his Capital Account under Rule 7.
3. For the purposes of this part of Schedule 4 a member shall be entitled to claim sickness benefit if he is medically certified as being incapacitated by his doctor.

## Schedule 5

### CONTRIBUTIONS FOR MUTUAL SICKNESS BONDS

Table 1: Immediate Reducing Bond

1. Contributions for Basic Immediate Benefit shall be made in accordance with the following table:

Age attained on 31 <sup>st</sup> December next	Cost per £20 bond per month £	
	to age 60	to age 55
16-24	1.90	1.85
25-29	1.90	1.85
30-34	1.95	1.90
35-39	2.15	2.10
40-44	2.30	2.25
45-49	2.60	2.50
50-54	4.00	3.80
55	6.50	0.50
56-59	6.50	-
60	0.50	-

2. Members wishing to continue to contribute to the Society on retiring at or after age 55 shall pay 50 pence per Bond per month.
- 2A Contributions for Double Bond shall be 50 pence per Bond per month in excess of the contributions shown in paragraph 1 above.
3. Contributions shall be due on the first day of each month.
4. Members shall apply for such minimum or maximum numbers of Bonds as may be decided by the Board from time to time.
5. A member making a calendar year's contribution in advance will be allowed a discount of 2 per cent or such other rate as may be decided by the Board from time to time.
6. The contributions for Basic Immediate Benefit shall be increased by 40% for female members.
7. Contributions for individual members may be increased if their medical history indicates that they would have been entered in Class B under Rule 1.5.1 prior to 31<sup>st</sup> December 2000.
8. Members may apply for Immediate Reducing Bonds in whatsoever form decided by the Board but only to such an extent that the benefit so created does not exceed two thirds of net pre-tax earnings, after taking into account other sickness insurances wheresoever issued and any state or individual pensions in course of payment.
9. a) Members contribution to benefit ceasing at age 55 may join or apply for increases before age 45.
- b) Members contributing for benefit ceasing at age 60 may join or apply for increases before age 50.

Table II: Immediate Constant Bonds

1. Contributions for Constant Benefit shall be made in accordance with the following table:

Age attained on 31 <sup>st</sup> December next	Cost per £20 bond per month £	
	to age 60	to age 55
16-24	2.15	2.10
25-29	2.15	2.10
30-34	2.20	2.15
35-39	2.60	2.50
40-44	3.35	3.15
45-49	4.50	4.00
50-54	7.50	6.50
55	11.50	0.50
56-59	11.50	-
60	0.50	-

2. The provisions of Schedule 5, Table 1, paragraphs 2, 2A, 3, 4, 5, 6, 7, 8 and 9 shall be deemed to apply to this table and the wording interpreted accordingly.

3. Members wishing to apply for escalated benefits in accordance with Schedule 4, paragraph C shall pay contributions shown under Schedule 5 Table III.

Table III: Immediate Escalating Bond

1. Contributions for Immediate Escalating Benefit shall be made in accordance with the following table:

Age attained on 31 <sup>st</sup> December next	Cost per £20 bond per month £	
	to age 60	to age 55
16-24	2.70	2.50
25-29	2.90	2.50
30-34	3.10	2.60
35-39	3.35	2.90
40-44	3.75	3.50
45-49	5.00	4.50
50-54	8.00	7.00
55	11.75	0.50
56-59	11.75	-
60	0.50	-

2. The provisions of Schedule 5, Table I, paragraphs 2, 2A, 3, 4, 5, 6, 7, 8 and 9 shall be deemed to apply to this table and the wording interpreted accordingly.

Table IV: Deferred Constant Bond

1. Contributions for Deferred Benefit shall be made in accordance with the following table:

Age attained on 31 <sup>st</sup> December	Cost per £20 Bond per month			
	Deferment period			
Next	4 weeks	13 weeks	26 weeks	52 weeks
To age 60				
16-24	1.83	1.60	1.10	1.20
25-29	1.83	1.70	1.25	1.20
30-34	1.88	1.75	1.45	1.30
35-39	2.20	2.00	1.75	1.50
40-44	2.85	2.50	2.15	1.80
45-49	3.83	3.57	3.25	2.70
50-54	6.37	5.50	5.00	4.00
55-59	9.60	7.70	7.00	5.50
60	0.50	0.50	0.50	0.50
To age 55				
16-24	1.78	1.40	0.95	0.80
25-29	1.78	1.55	1.10	0.92
30-34	1.83	1.70	1.30	1.08
35-39	2.12	1.95	1.60	1.33
40-44	2.68	2.30	2.00	1.67
45-49	3.40	3.00	2.75	2.30
50-54	5.50	3.80	3.50	2.80
55	0.50	0.50	0.50	0.50

2. The provisions of Schedule 5, Table I, paragraphs 2, 2A, 3, 4, 5, 6, 7, 8 and 9 shall be deemed to apply to this table and the wording interpreted accordingly.
3. Members wishing to apply for escalated benefits in accordance with Schedule 4, paragraph E shall pay contributions shown under Schedule 5 Table V.
4. Members contributing for benefits under this table shall notify the Society, as soon as is practical, of any incapacity which has lasted for eight weeks, but in any event shall make such notification before the end of the eleventh week.



Table V: Deferred Escalating Bond

1. Contributions for Deferred Escalating Benefit shall be made in accordance with the following table:

Age attained on 31 <sup>st</sup> December	Cost per £20 Bond per month			
	Deferment period			
Next	4 weeks	13 weeks	26 weeks	52 weeks
To age 60				
16-24	2.30	1.80	1.30	1.08
25-29	2.46	2.05	1.50	1.25
30-34	2.64	2.15	1.75	1.46
35-39	2.85	2.40	2.15	1.80
40-44	3.20	3.00	2.75	2.30
45-49	4.25	4.10	3.75	3.12
50-54	6.80	6.00	5.50	4.45
55-59	9.70	8.20	7.50	6.00
60	0.50	0.50	0.50	0.50
To age 55				
16-24	2.12	1.55	1.15	1.00
25-29	2.12	1.80	1.35	1.15
30-34	2.20	2.00	1.60	1.40
35-39	2.46	2.25	1.90	1.58
40-44	3.00	2.75	2.30	1.82
45-49	3.83	3.50	3.00	2.40
50-54	5.85	4.50	4.00	3.10
55	0.50	0.50	0.50	0.50

2. The provisions of Schedule 5, Table I, paragraphs 2, 2A, 3, 4 5, 6, 7, 8 and 9 shall be deemed to apply to this table and the wording interpreted accordingly.

3. Members contributing for benefits under this table shall notify the Society, as soon as is practical of any incapacity which has lasted for eight weeks, but in any event shall make such notification before the end of the eleventh week.

### Schedule 5A

#### CONTRIBUTIONS FOR GENDER NEUTRAL MUTUAL SICKNESS BONDS

1. The provisions of Schedule 5 shall apply with the exception that the contributions shown in Table I, II, III, IV and V shall be increased by 40% and will apply to male and female members.

## **Schedule 6**

### **CONTRIBUTIONS FOR CLASSIC DOUBLE SHARES**

1. Contributions for the Classic Double Share Scheme shall be made in accordance with the following table:-

Age attained on 31 <sup>st</sup> December next	Pence per double share per month
16-40	20
41-50	25
51-65	30

2. Members wishing to contribute to the Society on retiring at or after the age of 55 shall pay 15 pence per Classic Double Share held by them prior to exercising this option.
3. Contributions will be due on the first day of each month.
4. Members shall apply for a minimum of fifty Classic Double Shares or such number as may be decided by the Board from time to time.
5. The contributions shall apply to male and female members.
6. A member making a calendar year's contribution in advance will be allowed a discount of 2% or such other rate as may be decided by the Board of Management from time to time.
7. Members may apply for Classic Double Shares in whatsoever form decided by the Board of Management but only to such an extent that the benefit so created does not exceed 66% of net pre-tax earnings after taking into account any national insurance benefit (or its counterpart in an EU member state), other sickness insurances where so ever issued and any state or individuals pensions in course of payment.

## **Schedule 7**

### **CONTRIBUTIONS FOR EURO MUTUAL SICKNESS BONDS**

1. The contribution tables and provisions of Schedule 5 will apply to Euro Mutual Sickness Bonds in euros.
2. Bond capital and apportionment rates in Rules 7.2.1, 7.2.3, 7.6 and 8.1 will apply in euros.
3. The provisions of Rules 12.2, 13.5 and 14.6 will apply in euros.
  - Sickness benefit shall be calculated on the basis of 20 euros per six day week per Bond.



FORMS OF NOMINATION, REVOCATION AND VARIATION

1. Nomination (Unspecified Sum)

The Dentists' and General Mutual Benefit Society Limited, registered under the Friendly Societies Act 1992

I \_\_\_\_\_ of  
a member of the above named Society, hereby nominate  
of  
as the person to whom any sum of money payable by the Society on my decease, not  
exceeding the limit for the time being specified by law, shall be paid.

Dated.....

Signature.....

Witness .....

2. Nomination (Specified Sum)

The Dentists' and General Mutual Benefit Society Limited, registered under the Friendly Societies Act 1992

I \_\_\_\_\_ of  
a member of the above named Society, hereby nominate  
of  
as the person to whom £ \_\_\_\_\_ of the money payable on my decease shall  
be paid.

Dated.....

Signature.....

Witness .....

3. Revocation

The Dentists' and General Mutual Benefit Society Limited, registered under the Friendly Societies Act 1992

I hereby revoke the nomination made by me on the                      day of                      19

Dated.....

Signature.....

Witness .....

4. Variation

The Dentists' and General Mutual Benefit Society Limited, registered under the Friendly Societies Act 1992

I hereby vary the nomination made by me on the                      day of                      19

Dated.....

Signature.....

Witness .....