

Tables, Benefits and Conditions

Applicable from 1 July 2009

July 2009

Bus Employees Friendly Society
Suite 2
Alma House
Alma Road
Reigate
Surrey
RH20AX

Registered under the
Friendly Societies Act 1992
Register No. 1132F

Authorised and Regulated by the
Financial Services Authority

A. REFUNDS ON CEASING MEMBERSHIP

- (1) Where membership of the Sick Fund ceases or where a member has been expelled from the Sick Fund under the Society's Rules, having paid his contributions to the Society for not less than two years, the aggregate amount of his contributions to the Sick Fund less the total payment for sick benefits made to him shall be calculated and he shall be entitled to receive from the Sick Fund a partial refund of this balance (if any). He shall also be entitled to receive from the Provident Fund any refund payable under Clause (2) following. He shall then have no further claim on the Society.
- (2) Where membership of the Provident Fund ceases or where a member has been expelled from the Provident Fund under the Society's Rules, having paid his contributions to the Provident Fund for not less than two years, and not being entitled to Death or Provident Benefit under Paragraph C(2) or C(3) following, the member shall be entitled to receive from the Provident Fund half the total of his contributions to that Fund and shall have no further claim on that Fund.
- (3) The right of payment of any refund shall be forfeited unless application for payment is made within six months of the termination of membership. The Committee may in exceptional circumstances waive this time limit.
- (4) Although the Society shall endeavour to inform members when the Society has ceased to receive contributions, the responsibility for making application for payment of refund rests entirely with the person entitled to receive such refund. Such application must contain the full name, address, occupation and employment location of the member, and the date of termination, being the date the last contribution was paid to the Society.

8 CONTRIBUTIONS

(1) Sick Fund

Every member of the Sick Fund shall pay a weekly contribution to the Sick Fund.

(2) Provident Fund

Every member of the Provident Fund shall pay a weekly contribution to the Provident Fund.

- (3) Where pay roll facilities are available, the Secretary shall arrange for the contributions of members to be deducted from the members' earnings. Where pay roll facilities are not available, such members shall pay via standing order directly to the Society at the Registered Office.

C. BENEFITS

(1) Sickness Benefits

- (a) A member is entitled to the following benefits when he has been a member of the Sick Fund for two months; no benefit is payable in respect of the first two months of membership. Benefit shall be payable only in respect of incapacity certified by a medical practitioner practising in Great Britain or where the provisions set out in Paragraph G(6) following are satisfied.
- (b) Any arrears of contributions to the Sick Fund and Provident Fund shall be deducted from any Sick Benefit payable.
- (c) For members who upgrade or join from 31st December 2020, Sick Benefit shall be paid at the rate of £22.50 per week for the first 39 weeks of any one continuous period of incapacity, provided that a member shall not receive more than 39 weeks from the Sick Fund in any consecutive period of twelve calendar months. A member who has received the maximum limit of benefit under this clause shall have no further entitlement to Sick Benefit until he has returned to full time employment for a continuous period of thirteen weeks and a further thirteen weeks contributions to the Sick Fund have been paid. All other members please refer to your **CHANGES TO INCOME PROTECTION SCHEME 01st October 2020** or contact the office for your rate of benefit.
- (d) Periods of incapacity separated by not more than ten days, excluding Sundays, shall be regarded as continuous.
- (e) No sick benefit shall be payable for an absence of less than four days' duration.
- (f) For the purposes of assessing the amount of sick benefit to which a member is entitled, a week shall be deemed to consist of six days only, and no benefit shall be payable in respect of Sunday(s).
- (g) Membership of the Sick Fund can continue during maternity / paternity leave provided that the appropriate contributions continue to be paid.

(2) Death Benefit

- (a) Should a member of the Provident Fund die, a benefit shall be paid from this fund to his nominated representative or, failing such nomination, to his executor should he leave a will or, failing both, to his next of kin or, failing all these, in accordance with the Society's Rules. The amount of such benefit shall be determined as follows:-

For continuous membership of the Provident Fund of

6 weeks and under 10 years	£400
10 years and under 15 years	£600
15 years and under 20 years	£800
20 years and over	£1,000

- (b) No claim for death benefit shall be allowed unless made within twelve months of the death.
- (c) Should a member of the Sick Fund die, the withdrawal benefit (if any) to which he is entitled under Paragraph A(1) shall be paid from the Sick Fund to his nominated representative or, failing such nomination, to his executor should he leave a will or, failing both, to his next of kin or, failing all of these, in accordance with the Society's Rules.
- (d) Should the spouse or partner of a member of the Provident Fund die, the member shall receive from the Provident Fund an amount determined as follows:-

For continuous membership of the Provident Fund of

6 weeks and under 20 years	£350
20 years and over	£500

- (e) No claim for death benefit for the spouse or common law partner of a member shall be allowed unless made within twelve months of death.

(3) Provident Benefit

- (a) Should a member of the Provident Fund be retired from service in eligible employment on account of old age or ill health, the benefit payable shall be as set out in Appendix A
- (b) Should a member of the Provident Fund leave because of premature retirement, he shall receive from the Provident Fund a payment calculated in accordance with paragraph (a) of this Clause provided he has attained age 60 at the date of retirement, and calculated in accordance with the said paragraph (a) but reduced by the factor shown in the table at Appendix B if his age at retirement is less than 60.
- (c) No claim for Provident Benefit shall be allowed unless made within six months of retirement.
- (d) Should a member of the Sick Fund be retired from the service in eligible employment, the withdrawal benefit (if any) to which he is entitled under Paragraph A(1) shall be paid to him from the Sick Fund.

D. TRANSFERS AND SURPLUSES

- (1) Twelve per cent of the gross contributions to the Sick Fund and six per cent of the gross contributions to the Provident Fund shall be transferred to the Management Fund.
- (2) Two per cent of the balance of the Sick Fund and two per cent of the balance of the Provident Fund at the beginning of each calendar year shall be transferred to the Management Fund.
- (3) In addition to the provisions of clauses (1) and (2) of this Paragraph, at the discretion of the Committee of Management such portion of any surplus disclosed by a valuation of the Society may, by agreement with the Actuary, be transferred to the Management Fund.

E. ARREARS

- (1) Any member of the Sick Fund whose contributions to this Fund are more than eight weeks in arrear shall be suspended from all benefits from this Fund until he has paid the arrears. If his contributions have been unpaid for thirteen weeks, the member will be reported to the Committee. The Committee may expel the member from the Sick Fund if he does not pay his arrears within seven days of the Secretary sending to the last known address of the member a notice to this effect.
- (2) Any member of the Provident Fund whose contributions to this Fund are more than eight weeks in arrear shall be suspended from all benefits from this Fund until he has paid the arrears. If his contributions to this Fund have been unpaid for thirteen weeks, the member will be reported to the Committee. The Committee may expel the member from the Provident Fund if he does not pay his arrears within seven days of the Secretary sending to the last known address of the member a notice to this effect

F. CHANGE OF RESIDENCE

Every member shall furnish on the Application for Membership form, the address of his residence, and in case of any change he shall, within one calendar month, notify in writing the change to the Secretary to enable him to comply with the Society's Rules.

G. SICKNESS BENEFITS

- (1) Sickness benefit shall be paid in accordance with the rates and general conditions set out in Paragraph B(1).
- (2) When through sickness, accident or other infirmity a member of the Sick Fund is incapable of following his employment and such sickness, accident or infirmity is of such a nature to entitle him to the benefits of the Sick Fund, he shall notify the Society within three months of the commencement of incapacity. For clarity, isolation and shielding are not accepted as infirmity by the Society. Notification shall be made to the Registered Office of the Society.
- (3) Members who fail to give notice of incapacity within three months of the commencement of incapacity shall only be entitled to payment of benefit at and from the day following the date on which notice is given, unless payment prior to that date is specially authorised by the Committee. Members who fall ill abroad are ineligible to claim until the date of their return to the UK.
- (4) Claims shall be submitted on the form prescribed by the Society (obtainable from the local steward, the Society's website or from the Registered Office of the Society) as soon as possible after the formal notification referred to in clause (2) above.
- (5) Claims shall be sent to the Secretary of the Society and shall be accompanied by a certificate of illness or incapacity (or a good photocopy of same) from a duly qualified medical practitioner, practising in Great Britain, or other such evidence of incapacity acceptable to the Committee. The certificate must specify legibly the illness or incapacity from which the member is suffering.

- (6) Where a member wishes to claim sickness benefit commencing from a date earlier than the date of the examination by the medical practitioner, the medical certificate must be accompanied by a separate declaration for that period ("self certification") in the form specified by the Company. Such declaration shall not cover a period exceeding seven days and shall not be accepted in isolation for sickness benefit claims.
- (7) During intermediate weeks of incapacity, a sick benefit claim form and relevant medical certificate shall be submitted every two weeks except in cases where the medical certificate covers a longer period. No member in receipt of sick benefit may leave the locality of their notified residence for a period in excess of 12 hours.
- (8) If the Secretary considers it advisable, he may arrange for the member claiming benefit to be medically examined and the member shall attend for such examination as instructed. Should the member refuse to attend for medical examination, or the Committee decide that on the evidence of the medical examination, the member is not entitled to benefit, the Committee may take action against the member as provided in the Society's Rules.
- (9) Members in receipt of sick benefit shall not do any kind of work, unless it is light work for which no remuneration is, or would ordinarily be payable or work undertaken primarily as part of the member's medical treatment.
- (10) Members in receipt of sickness benefit shall not act in any manner which in the opinion of the Committee is likely to retard recovery.
- (11) Members acting contrary to the provisions of Clauses (9) and (10) of this Paragraph shall forfeit such benefits as the Committee may decide and may be expelled from the Society by the Committee.

H. PROVIDENT BENEFITS

A member entitled to Provident Benefit shall notify the Society immediately he becomes eligible for benefit, and payment will be made when entitlement has been established. Notification shall contain the full name, address and employment location of the applicant.

I. DEATH BENEFITS

No money shall be paid 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 of the following:

- Death Certificate
- Birth certificate
- Marriage or civil partnership certificate

Claims for death benefit shall be made in writing and shall include the full name, address and relationship of the claimant.

APPENDIX A

RETIREMENT AT 60 YEARS OF AGE OR LATER

TABLE OF PROVIDENT FUND BENEFITS

	Period of membership	Benefit
1	Number of complete years of membership of the Provident Fund prior to 31 December 1982 (y}	y times £2.10
2	Number of complete calendar months of membership from 1 January 1983 to 31 December 1991 (m1)	m1 times £1.25
3	Number of complete calendar months of membership from 1 January 1992 to the member's retirement date (m2)	m2 times £2.50

Total Provident Benefit payable at retirement is 1 plus 2 plus 3

APPENDIXB

PREMATURE RETIREMENT AT LESS THAN 60 YEARS OF AGE

TABLES OF PROVIDENT FUND BENEFITS PAYABLE

Age last birthday at exit	Proportion of full Provident Benefit payable	Age last birthday at exit	Proportion of full Provident Benefit payable
59	98	39	47
58	94	38	45
57	91	37	43
56	87	36	42
55	84	35	40
54	81	34	39
53	78	33	37
52	75	32	36
51	73	31	35
50	70	30	33
49	67	29	32
48	65	28	31
47	63	27	30
46	60	26	29
45	58	25	28
44	56	24	27
43	54	23	26
42	52	22	25
41	50	21	24
40	48	20	23