



## **Paid up membership plan**

**Holloway plan for paid up members  
under previous rules in Ireland**

**Table K1**

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# Paid up membership plan

## Holloway plan for paid up members under previous rules in Ireland Table K1

### 1 Introduction

#### 1.1 Purpose of the plan

This **plan** is designed to allow **you** to continue as a **member** if **you** became a paid up **member** under any of **our** previous rules. The **plan** provides a fund built up from **your** share of the qualifying surpluses **we** make. **Your** fund is payable when **your plan** ends.

This **plan** is not designed to pay regular **benefits** if **you** cannot work in **your occupation** because of **your** illness or injury.

#### 1.2 Your responsibilities

In addition to the general terms and conditions of **your membership** in **our rules**, **you** must also comply with the specific terms and conditions of **your plan** as set out in this **table** and **your benefit statement**. If **you** do not, **we** may cancel **your membership** or both.

**You** also have a continuing responsibility for ensuring that **your plan** is appropriate to **your** professional and personal circumstances.

### 2 Definitions and interpretation

The terms highlighted in **bold** in this **table** are defined terms and have the specific meaning as explained below.

actuary	The <b>actuary</b> as defined in the <b>rules</b> .
benefit statement	The statement <b>we</b> periodically send <b>you</b> detailing the features of <b>your plan</b> .
board	<b>Our</b> board of directors.
bonus account	The accumulated bonuses <b>we</b> hold in <b>your</b> favour under this <b>plan</b> .
expiry date	The <b>plan</b> does not end at a particular age. <b>Your plan</b> will automatically expire if <b>you</b> die.
family member	<b>Your</b> spouse, parents, siblings, children and their spouses, civil partners or children or anybody living at the same address as them.
Ireland	The Republic of Ireland.
our / society / us / we	Dentists' Provident Society Limited.
plan	The paid up membership plan (K1), <b>your membership</b> and the products and services provided to <b>you</b> thereunder, subject to the terms and conditions of each.
member/membership	<b>Our</b> member in accordance with <b>our rules</b> .
rules	<b>Our</b> rules, as updated from time to time.
table	This appendix, setting out the terms and conditions of the <b>plan</b> .
Ireland	The Republic of Ireland.
you/your	The person named in the <b>benefit statement</b> who has the <b>plan</b> as part of their <b>membership</b> .

### 3. Eligibility

Who can have this plan

**You** can only take out this **plan** for **yourself** and it is only available to existing **members** whose membership became paid up under **our** previous rules.

### 4. Premiums

#### 4.1 Paying your premiums

**Your** premiums are due from when **your plan** starts up to and including the **expiry date** and are payable monthly in advance by direct debit from **your Irish** personal bank account.

How much and when **you** need to pay are shown in **your** most recent **benefit statement**. **We** calculate **your** premiums in accordance with **our** standard premium rates. Copies of **our** standard premium rates, as applicable to **you**, are available upon request.

If **you** do not pay **your** premiums by the due date, **we** may stop **your** bonuses. If **you** cannot pay **your** premiums, **you** should contact **us** as soon as possible. At **our** discretion, **we** may be able to offer **you** special arrangements to settle what **you** owe, based on **your** circumstances and **membership** history.

#### 4.2 Premiums rates

**Your** premiums will not normally increase as **you** get older, unless **we** change **our** standard premium rates.

#### 4.3 Reviewing your premiums

**Our** standard premium rates are reviewable and not guaranteed. **We** can change them from 1 January every year.

In setting the standard premium rates **we** make a number of assumptions about the demographics of **our members**, legal and regulatory environment, taxation, future levels of inflation, claims, income, expenses and persistency affecting the **plan** and the **society** as a whole.

If **our** view of the above factors is different to that at the previous review, **we** will use a fair and reasonable basis for calculating its effect on **our** standard premium rates and as a result **your** premiums can increase, decrease or remain unchanged after each review.

**We** can also change **your** premiums if **we** change the terms and conditions of the **plan** in accordance with the **rules**.

If **your** premiums change, **we** will give **you** at least 60 days advance notice. If **your** premiums increase, **you** can ask **us** to keep them the same and reduce **your shares**.

### 5. Surpluses and bonuses

#### 5.1 Distributions

**We** may distribute **our** surpluses by adding bonuses to **your bonus account**, by paying bonuses on withdrawal of funds from **your bonus account** or in any other way, **we** consider appropriate. The bonuses and the detailed terms and conditions governing the distribution will be determined by the **board** based on the advice of the **actuary**.

The funds from **your bonus account** are payable to **you** at the cancellation or **expiry date** of **your plan**. If **you** die, **we** will pay the funds from **your bonus account** to **your** estate once **we** are given the original grant of probate, or equivalent and after any payments to **your** nominees.

#### 5.2 Bonus account reductions

If **our** income and undistributed surpluses are insufficient to meet **our** expenses, claims or provisions, the bonuses previously added to **your bonus account** can be used to make up the shortfall. In case of such a shortfall, the **board** will have complete discretion on how any shortfall will be shared across different plans and groups of **members**.

**We** can also apply a **bonus account** reduction when **you** cancel **your membership** or withdraw the funds from **your bonus account**. **We** will only do this to ensure the fair treatment of **our members** and any reduction will be calculated by reference to the level the amount taken exceeds the value of the underlying assets. The decision to apply a **bonus account** reduction must be approved by the **board** and the **actuary**.

### 6. General

#### 6.1 Currency

This **plan** is only available in Euros.

**We** will collect premiums from **your** personal bank account in **Ireland** in Euros and **we** will only pay funds from **your bonus account** into the bank account **you** use to pay **your** premiums. However, if **we** consider it appropriate, **we** reserve the right to make these payments to **you** by cheque.

If **you** pay **us** by debit card or bank transfer, **you** are responsible for settling any bank charges which may be incurred by either party. **We** do not accept payments by cheque or credit cards.

If the currency of **Ireland** changes, **we** will change the currency of **your plan** accordingly.

#### 6.2 Assignment

This **plan** cannot be put into a trust, assigned, charged, used as a security or transferred to anybody else.

### 6.3 Cancellation

**Your plan** will automatically end at the **expiry date** but **you** can cancel **your plan** and **your membership** earlier by asking **us** to do this in writing. **We** will do this from the later of the date **you** have specified or the date **we** receive **your** written instructions. **We** will not backdate any request for the cancellation of **your plan** and **we** reserve the right to deduct any premium arrears from the funds from **your bonus account**.

**We** have the right to cancel **your plan** and **your membership** at any time or from its start if appropriate, if:

- **you** do not give **us** any permissions **we** need to administer **your membership** or manage **our** affairs effectively
- **you** enter into voluntary arrangements or composition with **your** creditors, bankruptcy or winding up proceedings are started against **you** or a receiver, administrator or an administrative receiver is appointed over any of **your** assets or if **you** enter into voluntary or compulsory liquidation (except for the purposes of a solvent amalgamation or reconstruction)
- **you** don't pay **your** premiums in full by the due date
- **you** don't give **us** the information **we** reasonably request within the time limits **we** specify
- **you** are in breach of the terms and conditions of the **plan** and **you** fail to remedy the breach within 30 days of being notified
- If **you** are convicted of an offence which carries a custodial sentence or one involving corruption or dishonesty such as fraud, theft, deception, misrepresentation or misappropriation of funds
- **you** are barred or suspended from **your** occupation by **your** employer or another competent authority for any reason other than illness or injury
- **you** have acted dishonestly, concealed or misstated information in **your** dealings with **us**.

### 6.4 General

**We** may offer discounts and promotional terms to existing and new **planholders** for such duration and terms as **we**, in **our** absolute discretion, consider appropriate and **we** may withdraw these at any time and without prior notice.

**We** will not take any instructions from another person about **your plan**, unless **you** give **us** specific written instructions authorising **us** to do so or they give **us** the original power of attorney authorising them to act on **your** behalf.

**We** do not make any warranties or accept any liability regarding the tax treatment of **your plan**. **You** are responsible for any tax liabilities and charges arising on **your** premiums, bonuses and any other payment under the **plan**.

All communication between **us**, regarding this **plan**, will be in English.





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