



Paid up membership plan (Ireland)

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

Table K2

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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**.

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 actuary as defined in the rules .
benefit statement	The statement we periodically send you detailing the features of your plan .
board	Our board of directors.
bonus account	The accumulated bonuses we hold in your favour under this plan .
expiry date	The plan does not end at a particular age. Your plan will automatically expire if you die.
family member	Your 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.
member/membership	Our member in accordance with our rules .
our/society/us/we	Dentists' Provident Society Limited.
plan	The paid up membership plan (K2), your membership and the products and services provided to you thereunder, subject to the terms and conditions of each.
planholder/you/your	The person named in the benefit statement who has the plan as part of their membership .
rules	Our rules, as updated from time to time.
table	This appendix, setting out the terms and conditions of the plan .

3 Eligibility

3.1 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 Premium 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 **we** consider it appropriate, if:

- **we** are no longer able to administer **your plan** and/or **your membership** properly as a result of changes in the **law and regulations**
- **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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