

GRUPA ARACHAIS NA MBUAN OGLAIGH (GANBO)
RULES

[Note: Certain words and expressions used in these Rules are defined in Appendix I which, together with Appendix II and Appendix III, is deemed to form part of the Rules.]

1. COMMENCEMENT:

The Scheme is deemed to have commenced on the commencement date.

2. CONSTITUTION & CONTRIBUTIONS:

The benefits under the Scheme are provided by assurance effected by the Trustees under the Group Policy.

- (1) The cost of the benefits under the Scheme shall be borne by annual contributions from each of the members of such amount as shall for the time being be stated in Clause 3 of Appendix II, and such contributions shall (subject to Sub-Rule (2) of Rule 6) remain payable if and for so long as he/she remains a member.
- (2) The Member's contributions under Sub-Rule (2) of this Rule shall be collected by the Committee from the Members at such times and in such manner as shall for the time being be arranged between the Trustees and the Members and the Secretary shall pay to the Assurance Company premiums calculated in accordance with and payable on the due dates stated in the Group Policy.

3. MEMBERSHIP:

- (1) The individuals eligible for admission to membership of the Scheme are such individuals as satisfy the membership qualifications set out in Clause 1 of Appendix II (hereinafter referred to as 'the membership qualifications').
- (2) Subject to sub-paras (3) and (4) of this Rule, an individual shall be admitted as a member on the date on which the Committee decide that he/she satisfies the membership qualifications if such date is an Entry Date or, if the said date is not an Entry Date, then provided his/her membership application has been approved by the Committee, he/she shall be deemed to be a member without payment of subscription for the period from the date of the Committee's approval up to the next Entry Date."
- (3) The admission of any individual as a Member in accordance with the foregoing provisions of this Rule shall be subject to the completion and signature by such individual of an application form in the form shown in Appendix III and by the completion and signature of such form such individual shall agree to be bound by these Rules and to the Trusteeship of the Trustees of the benefits under the Scheme.

4. AMOUNT OF ASSURANCE:

The amount of Assurance shall be such an amount as will provide the death benefit payable under Sub-Rule (1) of Rule 5.

5. DEATH BENEFIT:

- (1) If a Member dies on or before Normal Termination Date, the Trustees will, subject to the provisions of the Group Policy, receive an amount calculated in accordance with Clause 2 of Appendix II.
- (2) Any amount received by the Trustees under Sub-Rule (1) of this Rule shall be held by the Trustees upon trust within a period of two years from the date on which such Member dies to pay or apply the same and any income there from to or for the benefit of such one or more exclusive of the others or

other of the Beneficiaries in such shares and in such manner as the Trustees in their absolute discretion think fit.

6. TERMINATION OF MEMBERSHIP:

- (1) A Member shall cease to be a Member:
 - (a) If he/she ceases to satisfy the Membership qualifications.
 - (b) On cessation of his/her contribution to the Scheme under and in accordance with Sub-Rule (2) of this Rule.
 - (c) On termination of the Scheme in accordance with Rule 8.
 - (d) If and with effect from the date on which he/she is declared by the appropriate authority to be absent without leave from the service of the Permanent Defence Force.
 - (e) At Normal Termination Date, whichever occurs first.

- (2) A Member may elect by notice in writing to the Trustees to cease the contributions payable by him/her under Sub-Rule (2) of Rule 2 but no such election shall become effective prior to the Entry Date immediately following the receipt by the Trustees of the notice in writing aforesaid from such Member and if having ceased his/her contributions to the Scheme in accordance with the Sub-Rule a Member wishes to resume the payment thereof he/she shall not be permitted to do so without the prior agreement in writing of the Trustee and the Assurance Company, at which time evidence of continued insurability shall be required satisfactory to the Assurance Company.

- (3) If other than under the operation of Sub-Rule (2) of this Rule, or under (c) or (d) of Sub-Rule 1 of this Rule, a Member ceases to be a Member on or before his/her Normal Termination Date, then (subject to anything to the contrary stated in the Group Policy) he/she will have the option exercisable (as described in Sub-Rule (4) of this Rule) within 31 days of the date he ceases to be a Member (hereinafter called 'the withdrawal date') of effecting with the Assurance Company a separate individual policy of a class to be selected from the classes of Policy avail from the Assurance Company at the withdrawal date for the exercises of such option.
 - (a) At the same rate of premium (having regard to his/her age on the withdrawal date), and
 - (b) Upon the same terms and conditions as assurances of the class selected are granted to the general public by the Assurance Company at the withdrawal date (except that no evidence of health would be required) for an amount not exceeding the Amount of Assurance in respect of him/her at the withdrawal date.
 - (i) Less such part (if any) of such Amount of Assurance as is subject to special terms under the Group Policy

7. ASSIGNMENT OF BENEFITS:

No Member shall be entitled or competent to assign, charge or otherwise dispose of any such interest as he may have in the benefits provided under the Scheme.

8. AMENDMENT OR TERMINATION:

By information in writing to the Members, the Trustees are hereby empowered at any time to terminate the Scheme or amend the Scheme or these Rules.

9. LIABILITY TO TAX:

If in respect of the death of any Member, any liability to tax arises for which the Trustees are liable, they shall be entitled:

- a. to provide for any pay the same and any interest thereon out of the amount in respect of which such liability arises, or
- b. to postpone payment of such amount until such liability has been discharged or provided for to their satisfaction.

(a) APPOINTMENT OF TRUSTEES:

- a. Trustees may be appointed by the Chief of Staff of the Defence Forces from time to time. There shall not be less than three active Trustees at any one time.
- b. A person shall be eligible to be appointed to the position of Trustee who:
 - (1) is a Member of the Permanent Defence Force,
 - (2) has consented to Act as Trustee.

Trustees as on 28 Feb 2008

0.8090 Col William Nott Chairman
0.8432 Lt Col Denis Reidy
0.8843 Comdt Edmund Scanlon
0.9901 Comdt Mary Carroll
825178 Coy Sgt Richard O'Hanlon
841907 Coy Sgt James Byrne
832192 Sgt Denis Buckley
836916 Sgt Edward Rhatigan

APPENDIX I

DEFINITIONS

Throughout these Rules the masculine shall (where the context so admits) include the feminine and the following words and expressions shall have the following meanings:

- (a) 'Anniversary Date' means any anniversary of the Commencement Date.
- (b) 'Appendix I', 'Appendix II' and 'Appendix III' mean respectively Appendix I, Appendix II and Appendix III of these Rules.
- (c) 'Assurance' means the particular assurance or assurances effected or to be effected on the life of the Member or the moneys for the time being representing the same.
- (d) 'Assurance Company' means the underwriters of the scheme.
- (e) 'Beneficiaries' means:
 - (i) The Member's widow, widower, children, mother, father, brother, sister, or more remote issue and every person who is or has been a spouse of any child or more remote issue of the Member.
 - (ii) Every individual who is named as a beneficiary in the Member's will or if the Member dies intestate who is or is certified by the personal representatives of the Member as being a person absolutely or contingently entitled to any share of the Member's residuary estate, and
 - (iii) Every individual who in the Membership Application or any other notification signed by the Member and delivered to the Trustees is named as an individual whom the Member wishes to benefit under the Scheme.
- (6) 'Commencement Date' means 01 August 1980.
- (7) 'Entry Date' means the Commencement Date and thereafter the first day of January, April, July and October in each year.
- (8) 'Group Policy' means the Group Policy or other policy or policies for the time being issued by the Assurance Company to the Trustees under which assurances to provide the benefits under the Scheme are or will be effected.
- (9) 'Member' means any individual who has been admitted to membership of the Scheme and on whose life an assurance has been or is to be effected and who has not ceased to be a Member.
- (10) 'Membership Application' means an application for membership of the Scheme in the form shown in Appendix III.
- (11) 'Normal Termination Date' means:
 - (a) The 60th Birthday of a Member, or

- (b) Maximum period of 17 years from dated of Discharge from the Defence Forces or 65th Birthday whichever comes first in the case of retained members.
- (12) 'Other Relevant Schemes' means all other retirement benefits or Life Assurance Schemes for which Members are eligible.
- (13) 'Permanent Defence Force' has the meaning ascribed to it in the Defence Acts 1954 to 1987.
- (14) 'Rules' mean these Rules, subject to any amendments duly made pursuant to Rule 8.
- (15) 'Scheme' means the Group Life assurance Scheme described in and governed by these Rules and assured under the Group Policy.
- (16) 'Secretary' means the duly appointed Secretary for the time being of the Trustees.
- (17) 'Society' means Cumann Arachais Fear na mBuan Oglaiigh established under the Friendly Societies Act 1896.
- (18) 'Trustees' means the duly appointed Trustee or Trustees for the time being of the Scheme.

APPENDIX II

ELIGIBILITY, BENEFITS AND CONTRIBUTIONS

1. **ELIGIBILITY FOR MEMBERSHIP**

An individual shall satisfy the membership qualifications referred to Sub-Rule (1) of Rule 3, if he/she is for the time being eligible for membership of the Society under one of the following categories:

- a. Membership of CAFNBO.
- b. Retained Member of CAFNBO subject to having been a member of the GANBO Group Scheme for at least three (3) years prior to the date of application of Retention of Membership under Rule 62 of CAFNBO Rules.

The Trustees shall consider every application form membership and shall in their absolute discretion decide whether to accept such application or not. Where the Trustees accept an application for membership, they shall at the same time determine the date on which membership shall commence in accordance with Sub-Rule (2) of Rule 3 to the provision that membership shall not commence prior to the date on which application was made.

2. **BENEFITS AND CONTRIBUTIONS:**

The contributions and death benefit payable in respect of any Member under and in accordance with Rules 2 (2) and 5 (1) respectively shall be in accordance with the following table. The contributions shall be deducted at source for ordinary members of CAFNBO and by direct debit for Retained Members of CAFNBO.

SCHEDULE BENEFITS AND CONTRIBUTIONS GANBO

DATE OF EFFECT	CONTRIBUTION		BENEFIT	RATE PER 1000
	Per Annum	Weekly		
01 Aug 1980	£11.44	£0.22	£5,000.00	2.20p
01 May 1983	£19.76	£0.38	£10,000.00	1.97p
01 Jan 1987	£28.08	£0.54	£15,000.00	1.87p
01 Jan 1989	£35.88	£0.69	£20,000.00	1.79p
01 Jan 1991	£54.60	£1.05	£30,000.00	1.82p
01 Jan 1992	£63.44	£1.22	£35,000.00	1.81p
01 Jan 1994	£87.88	£1.69	£50,000.00	1.75p
01 Jan 1996	£112.32	£2.16	£60,000.00	1.83p
01 Jan 1998	£122.72	£2.36	£70,000.00	1.75p
01 Jan 2000	£153.40	£2.95	£80,000.00	1.92p
01 Jan 2002	€39.20	€4.60	€10,000.00	2.17c
01 Jan 2005	€78.20	€5.35	€20,000.00	2.31c
01 Jan 2008	€17.72	€6.16	€50,000.00	2.18c

GRUPA ARACHAIS NA mBUAN OGLAIGH (GANBO)

GROUP SCHEME
[hereinafter called "The Scheme"]

TRUSTEES RESOLUTION

It is hereby resolved that in accordance with the powers contained in Rule 8 of the Rules of the Scheme, the Trustees hereby amend the Rules with immediate effect as follows:-

The Rules are hereby amended and replaced by the Rules dated 01 Jan 2006.

Dated this _____ day of _____ 2006

Signed	Col William Nott	_____
	Lt Col Denis Reidy	_____
	Comdt Edmund Scanlon	_____
	Comdt Mary Carroll	_____
	Coy Sgt Richard O'Hanlon	_____
	Coy Sgt James Byrne	_____
	Sgt Denis Buckley	_____
	Sgt Edward Rhatigan	_____

The Trustees of the
Grupa Arachais na mBuan Oglagh Life Assurance Scheme

GRUPA ARACHAIS CEILE NA MBUAN OGLAIGH (GACBO)

RULES

[Note: Certain words and expressions used in these Rules are defined in Appendix I which, together with Appendix II and Appendix III, is deemed to form part of the Rules.]

1. **COMMENCEMENT:**

The Scheme is deemed to have commenced on the commencement date.

2. **CONSTITUTION & CONTRIBUTIONS:**

- (1) The benefits under the Scheme are provided by assurance effected by the Trustees under the Group Policy.
- (2) The cost of the benefits under the Scheme shall be borne by annual contributions from each of the members of such amount as shall for the time being be stated in Clause (b) of Appendix II. Application and such contributions shall (subject to Sub-Rule (2) of Rule 6) remain payable if and for so long as he/she remains a member.
- (3) The Member's contributions under Sub-Rule (2) of this Rule shall be collected by the Committee from the Members at such times and in such manner as shall for the time being be arranged between the Trustees and the Members and the Secretary shall pay to the Assurance Company premiums calculated in accordance with and payable on the due dates stated in the Group Policy.

3. **MEMBERSHIP:**

- (1) The individuals eligible for admission to membership of the Scheme are such individuals as satisfy the membership qualifications set out in Clause 1 of Appendix 11 (hereinafter referred to as 'the membership qualifications').
- (2) "Subject to sub-paras (3) and (4) of this Rule, an individual shall be admitted as a member on the date on which the Committee decide that he/she satisfies the membership qualifications if such date is an Entry Date or, if the said date is not an Entry Date, then provided his/her membership application has been approved by the Committee, he/she shall be deemed to be a member without payment of subscription for the period from the date of the Committee's approval up to the next Entry Date."
- (3) The admission of any individual as a Member in accordance with the foregoing provisions of this Rule shall be subject to the completion and signature by such individual of an application form in the form shown in Appendix III and by the completion and signature of such form such individual shall agree to be bound by these Rules and to the Trusteeship of the Trustees of the benefits under the Scheme.

4. **AMOUNT OF ASSURANCE:**

The amount of Assurance shall be such an amount as will provide the death benefit payable under Sub-Rule (1) of Rule 5.

5. **DEATH BENEFIT:**

- (1) If a Member dies on or before Normal Termination Date, the Trustees will, subject to the provisions of the Group Policy, receive an amount calculated in accordance with Clause 2 of Appendix II.
- (2) Any amount received by the Trustees under Sub-Rule (1) of this Rule shall be held by the Trustees upon trust within a period of two years from the date on which such Member dies to pay or apply the same and any income there from to or for the benefit of such one or more exclusive of the others or other of the Beneficiaries in such shares and in such manner as the Trustees in their absolute discretion think fit.

6. **TERMINATION OF MEMBERSHIP:**

- (1) A Member shall cease to be a Member:
 - (a) If he/she ceases to satisfy the Membership qualifications.
 - (b) On cessation of his/her contribution to the Scheme under and in accordance with Sub-Rule (2) of this Rule.
 - (c) On termination of the Scheme in accordance with Rule 8.
 - (d) If and with effect from the date on which he/she is declared by the appropriate authority to be absent without leave from the service of the Permanent Defence Force.
 - (e) At Normal Termination Date, whichever occurs first.
- (2) A Member may elect by notice in writing to the Trustees to cease the contributions payable by him/her under Sub-Rule (2) of Rule 2 but no such election shall become effective prior to the Entry Date immediately following the receipt by the Trustees of the notice in writing aforesaid from such Member and if having ceased his/her contributions to the Scheme in accordance with the Sub-Rule a Member wishes to resume the payment thereof he/she shall not be permitted to do so without the prior agreement in writing of the Trustee and the Assurance Company, at which time evidence of continued insurability shall be required satisfactory to the Assurance Company.
- (3) If other than under the operation of Sub-Rule (2) of this Rule, or under (c) or (d) of Sub-Rule 1 of this Rule, a Member ceases to be a Member on or before his/her Normal Termination Date, then (subject to anything to the contrary stated in the Group Policy) he/she will have the option exercisable (as described in Sub-Rule (4) of this Rule) within 31 days of the date he ceases to be a Member (hereinafter called 'the withdrawal date') of effecting with the Assurance Company a separate individual policy of a class to be selected from the classes of Policy avail from the Assurance Company at the withdrawal date for the exercises of such option.
 - (a) At the same rate of premium (having regard to his/her age on the withdrawal date), and
 - (b) upon the same terms and conditions as assurances of the class selected are granted to the general public by the Assurance Company at the withdrawal date (except that no evidence of health would be required) for an amount not exceeding the Amount of Assurance in respect of him/her at the withdrawal date.
 - (i) Less such part (if any) of such Amount of Assurance as is subject to special terms under the Group Policy, and
 - (ii) if the Member continues to be or becomes a Member of any other Relevant Scheme benefits under which are underwritten by the Assurance Company, less also the sum assured (if any) in respect of him thereunder, provided that if the Member, having exercised the aforesaid option, subsequently becomes eligible to rejoin the Scheme he/she shall not be readmitted to membership thereof unless and until he/she submitted evidence of health satisfactory to the Assurance Company.
- (4) The assurance under any individual policy effected under Sub-Rule (3) of this Rule shall commence within 31 days beginning on the day following the withdrawal date and no such individual policy shall be issued unless an application therefore satisfactory to the Assurance Company together with the first premium there under shall have been received by the Assurance Company within 31 days after the withdrawal date.

7. **ASSIGNMENT OF BENEFITS:**

No Member shall be entitled or competent to assign, charge or otherwise dispose of any such interest as he may have in the benefits provided under the Scheme.

8. **AMENDMENT OR TERMINATION:**

By information in writing to the Members, the Trustees are hereby empowered at any time

to terminate the Scheme or amend the Scheme or these Rules.

9. **LIABILITY TO TAX:**

If in respect of the death of any Member, any liability to tax arises for which the Trustees are liable, they shall be entitled:

- a. to provide for any pay the same and any interest thereon out of the amount in respect of which such liability arises, or
- b. to postpone payment of such amount until such liability has been discharged or provided for to their satisfaction.

10. **APPOINTMENT OF TRUSTEES:**

- a. Trustees may be appointed by the Chief of Staff of the Defence Forces from time to time. There shall not be less than three active Trustees at any one time.
- b. A person shall be eligible to be appointed to the position of Trustee who:
 - (1) is a Member of the Permanent Defence Force,
 - (2) has consented to Act as Trustee.

APPENDIX I

DEFINITIONS

Throughout these Rules the masculine shall (where the context so admits) include the feminine and the following words and expressions shall have the following meanings:

- (a) 'Anniversary Date' means any anniversary of the Commencement Date.
- (b) 'Appendix I', 'Appendix II' and 'Appendix III' mean respectively Appendix I, Appendix II and Appendix III of these Rules.
- (c) 'Assurance' means the particular assurance or assurances effected or to be effected on the life of the Member or the moneys for the time being representing the same.
- (d) 'Assurance Company' means the underwrites of the scheme.
- (e) 'Beneficiaries' means:
 - (i) The Member's widow, widower, children, mother, father, brother, sister, or more remote issue and every person who is or has been a spouse of any child or more remote issue of the Member.
 - (ii) Every individual who is named as a beneficiary in the Member's will or if the Member dies interstate who is or is certified by the personal representatives of the Member as being a person absolutely or contingently entitled to any share of the Member's residuary estate, and
 - (iii) Every individual who in the Membership Application or any other notification signed by the Member and delivered to the Trustees is named as an individual whom the Member wishes to benefit under the Scheme.
- (6) 'Commencement Date' means 01 July 1985.
- (7) 'Entry Date' means the Commencement Date and there after the first day of January, April, July and October in each year.
- (8) 'Group Policy' means the Group Policy or other policy or policies for the time being issued by the Assurance Company to the Trustees under which assurances to provide the benefits under the Scheme are or will be effected.
- (9) 'Member' means any individual who has been admitted to membership of the Scheme and on whose life an assurance has been or is to be effected and who has not ceased to be a Member.
- (10) 'Membership Application' means an application for membership of the Scheme in the form shown in Appendix III.
- (11) 'Normal Termination Date' means:
 - (a) The 60th Birthday of a Member, or
 - (b) Maximum period of 17 years from dated of Discharge from the Defence Forces or 65th Birthday whichever comes first in the case of retained members.
- (12) 'Other Relevant Schemes' means all other retirement benefits or Life Assurance Schemes for which Members are eligible.
- (13) 'Permanent Defence Force' has the meaning ascribed to it in the Defence Acts 1954 to 1987.
- (14) 'Rules' means these Rules, subject to any amendments duly made pursuant to Rule 8.
- (15) 'Scheme' means the Group Life Assurance Scheme described in and governed by these Rules and assured under the Group Policy.
- (16) 'Secretary' means the duly appointed Secretary for the time being of the Trustees.
- (17) 'Society' means Cumann Arachais Fear na mBuan Oglaiigh established under the Friendly Societies Act 1896.

(18) 'Trustees' means the duly appointed Trustee or Trustees for the time being of the Scheme.

APPENDIX II

ELIGIBILITY, BENEFITS AND CONTRIBUTIONS

1. **ELIGIBILITY FOR MEMBERSHIP**

An individual shall satisfy the membership qualifications referred to Sub-Rule (1) of Rule 3, if he/she is the spouse of an individual (and is not an existing member of GANBO) who is for the time being eligible for membership (or Retained Membership) of the society.

The Trustees shall consider every application for membership and shall in their absolute discretion decide whether to accept such application or not. Where the Trustees accept an application for membership, they shall at the same time determine the date on which membership shall commence in accordance with Sub-Rule (2) of Rule 3 to the provision that membership shall not commence prior to the date on which application was made.

2. **BENEFITS AND CONTRIBUTIONS:**

The contributions and death benefit payable in respect of any Member under and in accordance with Rules 2 (2) and 5 (1) respectively shall be in accordance with the following table.

The contributions shall be deducted at source for ordinary members of CAFNBO and by Direct Debit/Pension Deduction for Retained Members of CAFNBO.

DATE OF EFFECT	CONTRIBUTION		BENEFIT	RATE PER 1000
	Per Annum	Weekly		
01 Jul 1985	£14.56	£0.28	£10,000.00	1.46p
01 May 1983	£19.76	£0.38	£10,000.00	1.97p
01 Jan 1987	£28.08	£0.54	£15,000.00	1.87p
01 Jan 1989	£35.88	£0.69	£20,000.00	1.79p
01 Jan 1991	£54.60	£1.05	£30,000.00	1.82p
01 Jan 1992	£63.44	£1.22	£35,000.00	1.81p
01 Jan 1994	£87.88	£1.69	£50,000.00	1.75p
01 Jan 1996	£112.32	£2.16	£60,000.00	1.83p
01 Jan 1998	£122.72	£2.36	£70,000.00	1.75p
01 Jan 2000	£153.40	£2.95	£80,000.00	1.92p
01 Jan 2002	€29.20	€4.60	€10,000.00	2.17c
01 Jan 2005	€249.60	€3.80	€20,000.00	2.08c
01 Jan 2008	€209.04	€4.02	€50,000.00	1.39c

APPENDIX IV

**FORM OF APPLICATION FOR RETAINED MEMBERSHIP OF GACBO
(GANBO SPOUSE)**

No. _____ Rank _____ Name _____

Unit _____

I hereby apply for retention of membership of GACBO (GANBO Spouse) after the termination of my service in the Permanent Defence Force for the maximum period of 17 years from dated of Discharge from the Defence Forces or 65th Birthday whichever comes first

My service terminated(s) on: _____

My Date of Birth is: _____

My Spouses Date of Birth is: _____

SIGNATURE OF MEMBER

SIGNATURE OF SPOUSE

SIGNATURE OF Witness

Date _____

Bank Authority "Direct Debit" must accompany these forms if not receipt of a Pension from The Defence Forces.

NOTES:

1. Only those whose service terminated on or after 01 November 1990 are eligible.
2. The conditions for retention of membership are set out in Appendix I & II.
3. This application should be completed and forwarded so as to reach the Secretary, Grupa Arachais Fear na mBuan Oglagh, within 28 days of termination of service in the Permanent Defence Force.
4. It is important that the Date of Birth recorded above be strictly correct as a Certificate of Birth will be required with all applications for benefit.

GRUPA ARACHAIS CEILI NA mBUAN OGLAIGH (GACBO)

GROUP SCHEME
[hereinafter called "The Scheme"]

TRUSTEES RESOLUTION

It is hereby resolved that in accordance with the powers contained in Rule 8 of the Rules of the Scheme, the Trustees hereby amend the Rules with immediate effect as follows:-

The Rules are hereby amended and replaced by the Rules dated 01 Jan 2000.

Dated this _____ day of _____ 2008

Signed Col William Nott _____

Lt Col Denis Reidy _____

Comdt Edmund Scanlon _____

Comdt Mary Carroll _____

Coy Sgt Richard O'Hanlon _____

Coy Sgt James Byrne _____

Sgt Denis Buckley _____

Sgt Edward Rhatigan _____

The Trustees of the Grupa Arachais Ceili na mBuan Oglaiigh Life Assurance Scheme