

All Members aged up to 62 Personal Accident & Assault Certificate

Member Name:

Member Number:

Joining Date:

GEOGRAPHICAL LIMITS: United Kingdom & Republic of Ireland only.

SCALE OF BENEFITS

Benefit amount

1. Accidental Death.	£5,000
2. Disablement Scale:	
a. Permanent Total Disablement (other than by Permanent Disabling injuries specified in b to g below).	100%
b. Loss of sight in both eyes, total loss of speech or hearing in both ears.	100%
c. Loss of or total loss of use of one or more limbs.	100%
d. Loss of sight in one eye.	50%
e. Total loss of hearing in one ear.	20%
f. Total loss of use of:	
i. back or spine (excluding cervical) without cord involvement.	40%
ii. neck or cervical spine without cord involvement.	30%
iii. shoulder, elbow or wrist.	25%
iv. hip, knee or ankle.	20%
g. Loss of or total loss of use of:	
i. foot below the level of the ankle (talotibial joint).	50%
ii. thumb.	20%
iii. one forefinger or big toe.	15%
iv. any other finger.	10%
v. any other toe.	4%
h. Equivalent Occupation Disablement.	40%
3. Physical Assault.	£50 a day up to £2,500

If you have any queries regarding this Scheme please telephone DriverCare on **01708 339 046** or write to us so that we can deal with your enquiry quickly. Our contact details are:

**DRIVERCARE ADMINISTRATION UNIT
ALLCLEAR HOUSE
1 REDWING COURT
ASHTON ROAD**



IMPORTANT NOTICE

THIS CERTIFICATE WORDING REPLACES ANY PREVIOUS CERTIFICATE ISSUED TO THE MEMBER

THE SCHEME MEMBER AGREES THAT:

1. The Scheme Member will subscribe to the Unite the Union DriverCare Scheme (the Scheme).
2. Cover commences immediately on the date at which the first subscription is paid to the Scheme and continues for such periods as subscriptions continue to be paid.
3. Cover will be provided subject to the Terms, Conditions and Exclusions contained in this Certificate.

DETAILS OF COVER

The Benefit amount specified in the Scale of Benefits will be payable in the following circumstances:

1. Accidental death. If the Member whilst at work suffers accidental bodily injury which results in death.
2. Permanent disability. If the Member whilst at work suffers accidental bodily injury that results in any disability specified in the Scale of Benefits.
3. Physical Assault. If the Member whilst at work suffers physical injury arising from an assault which results in:
 - a. immediate attendance, registration and immediate treatment at a hospital Accident and Emergency Department and
 - b. verified entry in their employer's accident book (if applicable); and
 - c. a report of the assault provided to the police and a crime case number allocated; and
 - d. a minimum of 24 hours absence from their employment which has been certified by a qualified Medical Practitioner.
 - e. the assault benefit is paid for a maximum of 5 days in any 7 day week up to a maximum of 10 weeks continuous absence from work.

DEFINITIONS

1. **Accident** means a sudden unforeseen and fortuitous identifiable event and the word accidental shall be construed accordingly.
2. **Assault** means a violent unprovoked attack which results in physical harm to the body.
3. **At Work** means the Member engaging in their usual employment as a professional driver or conductor.
4. **Benefit Amount** means the highest amount payable under the Scale of Benefit applicable at the time of accident.
5. **Bodily Injury** shall mean physical injury which is caused solely by accidental means and which, independently of any illness or any other cause within twelve calendar months from the date of the accident, results directly in the Member's death or Permanent Total Disablement.
6. **Hospital** means any establishment which is registered or licensed as a medical or surgical hospital in the country in which it is located and where the Member is under the constant supervision of a qualified Medical Practitioner.
7. **Immediate** shall mean as soon as reasonably practicable.
8. **Permanent Disabling Injury** shall mean disability which has lasted for at least 12 months and which is beyond hope of recovery and will in all probability continue for the remainder of the Member's life.
9. **Permanent Total Disablement** shall mean permanent disabling injury other than provided for by the Scale of Benefits (overleaf) that results in the Member's inability to perform or give attention to gainful occupation of any and every kind.
10. **Loss of Limb** means
 - a. total loss of use of an arm at or above the wrist joint; or
 - b. an arm amputated at or above the wrist joint; or
 - c. total loss of use of a leg above the ankle (talotibial joint); or
 - d. a leg amputated above the ankle (talotibial joint).
11. **Loss of Sight** shall be deemed to have occurred:
 - a. in both eyes when the Member's name has been added to the register of blind persons on the authority of a qualified ophthalmic specialist.
 - b. in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (which means the Member is only able to see at 3 feet that which they should normally be able to see at 60 feet) and the condition is permanent and without expectation of recovery.
12. **Total Permanent Loss of Hearing** means total loss of hearing which is proved by medical evidence to be likely to continue for the remainder of the Member's life.
13. **Total Permanent Loss of Speech** means total loss of speech which is proved by medical evidence to be likely to continue for the remainder of the Member's life.
14. **Equivalent Occupation Disablement** shall mean permanent disabling injury other than provided by the Scale of Benefits (overleaf) that result in the Member's inability to carry out their occupation or an equivalent which they are suited to, given their skills and experience.

EXCLUSIONS

This Scheme does not provide Benefit in respect of the following:

1. Any activity other than those arising from the Member's usual occupation.
2. Intentional self-injury including suicide or attempted suicide, deliberate exposure to danger (except in an attempt to save human life) or a criminal act.
3. Any journey between the Member's place of residence and his / her place of work.
4. Driving a motor vehicle while the blood alcohol level exceeds the level permitted by law.
5. The influence of solvents, drugs or medication except where the drugs or medication were prescribed by a registered General Practitioner other than for the treatment of drug addiction.
6. Being a full time member of the armed forces of any nation or international authority, or a member of any reserve forces called for permanent service.
7. Any illness, sickness or disease.
8. Pregnancy, childbirth, miscarriage, abortion or complications arising from any of these.
9. Post traumatic stress disorder or any psychological or psychiatric condition.
10. Repetitive stress (strain) injury syndrome or any gradually operating cause.
11. Flying other than as a fare-paying passenger.
12. War or any act of war.
13. Breach of employing company policy.
14. Any claim for Physical Assault during the 12 month period following an earlier claim.
15. Any claim in respect of the Physical Assault Benefit arising from a trivial incident.
 - A "trivial incident" shall be deemed to be, for example, where a Member is subjected to:
 - a. spitting, or
 - b. the throwing of a light object, e.g. chips or sandwiches (food)

N.B. The above is not intended to be an exhaustive list of examples of trivial incidents and the decision of Unite the Union shall be final regarding the application of this exclusion.

GENERAL CONDITIONS

1. The maximum Benefit payable under this cover from one accident is the 100% scale of Benefit Amount.
2. If the Member claims for a loss of limb, they cannot also claim for parts of that limb.
3. If the Member was disabled before the accident, or already had a condition which was gradually getting worse, the Benefit Amount payable will be reduced. In such circumstances the payment will be based on the DriverCare Administration Unit's medical assessment of the difference between
 - a. the permanent disability after the accident; and
 - b. the disability or condition before the accident.
4. Any fraud, misconduct or concealment in the application on which this Benefit is based, or in relation to any other matters affecting this Benefit or in connection with making any claim shall render the cover null and void.
5. The Member must exercise reasonable care to prevent an accident or injury.
6. The total sum payable in respect of any one or more claims in respect of any one Member shall not exceed in all the largest Benefit amount contained in the Scale of Benefits.
7. The Member must notify the DriverCare Administration Unit in writing within six (6) months of the date of the incident on which the claim is being made. The Member will be asked to complete a claim form, the Member may be asked to attend for medical examination(s) in support of the claim, at the DriverCare Administration Unit's expense. The Member must provide the DriverCare Administration Unit with all Certificates, information and other evidence in support of a claim at the Member's own expense and in the form required by the DriverCare Administration Unit.
8. The Benefit is governed and construed in accordance with the Law of England and English courts alone shall have jurisdiction in any dispute.
9. No sum payable shall carry interest.
10. The terms / or conditions of this Benefit may be amended subject to providing 30 days notice, such notice to be displayed on the Unite the Union website.
11. This Benefit may be cancelled by Unite the Union serving 30 days notice.
12. The Benefit will terminate on the earliest occurrence of any of the following events:
 - a. the Member discontinuing their Membership of DriverCare; or
 - b. the Member attaining the age of 62; or
 - c. expiry of 42 days after the due date for the payment in the event of non-payment of subscription.
13. In all matters relating to the validity of claims made under the Scheme the decision of Unite the Union shall be final.