

Permanent Loss of Licence Certificate

Member Name:

Member Number:

Joining Date:

GEOGRAPHICAL LIMITS: United Kingdom & Republic of Ireland only.

BENEFIT PER SCHEME MEMBER:

£7,500

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
ROMFORD RM3 8QQ



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.
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 the Certificate.

LOSS OF LICENCE COVER

1. If accidental bodily injury shall occur or illness first manifest itself during the period of cover (see General Conditions 4,5 & 7 below) which results in the Scheme Member being permanently disqualified from holding a Relevant Driving Licence (as defined below) issued by the DVLA of Great Britain or any other Licensing Authority (or their equivalent successor body) ["the Licensing body"] during the period of cover, the Scheme Member will be paid the agreed sum subject to the provisions of 2 below:
2. In respect of the loss of a Relevant Driving Licence, the cover will apply to,
 - a. Those Scheme Members who were employed in a professional driving capacity and were either:
 - i. driving professionally at or immediately before the date of the revocation or refusal to renew the Relevant Driving Licence by the Licensing Authority; or
 - ii. for no more than 12 months prior to the date of revocation or refusal to renew the relevant licence by the Licensing Authority the Scheme Member was unable to drive in a professional capacity as a result of the said injury or illness and during the period had notified the Licensing Authority of that condition.
 - b. Inspectors and supervisors are eligible to join the DriverCare Scheme and entitled to make a claim for Loss of Licence where their employment requires a Relevant Driving Licence.
3. The Benefit shall be based on the Member's age at the date of revocation or refusal.

DEFINITIONS

1. **Accident** shall mean an unintentional sudden event which results in physical harm to the body.
2. **Bodily Injury** shall mean accidental physical harm or damage to the body caused by violent external and visible means.
3. **Illness** shall mean a disease or disorder to the body or mind which has an established underlying physical or psychological cause.
4. **A Licensing Authority** shall mean any authority issuing a "licence" within the definition referred to above.
5. **Permanent Loss of Licence** shall mean the revocation or refusal to renew by the Licensing Authority of any vocational driving categories within the licence of the Scheme Member on grounds of any physical defect, infirmity, medical condition or chronic recurring illness where such condition has, or will, prevent the reinstatement of the licence within a period of 24 months from the effective date of the revocation or refusal to renew the Licence.
6. **Relevant Driving Licence** shall mean any driving licence or category within a driving licence which was being used by the Scheme Member in their professional driving capacity at the time when the bodily injury occurred or illness manifested itself and which licence or category thereof authorised the Scheme Member to drive prescribed categories of vehicle for vocational purposes including but not limited to a Large Goods Vehicle (LGV) licence, a Passenger Carrying Vehicle (PCV) licence or a Heavy Goods Vehicle (HGV) licence. The type of or category of driving licence held (and subsequent amendment) must be declared by the Scheme Member on joining the Scheme (or upon amendment) to be covered by the Scheme and DriverCare reserves the right to decline to accept certain driving licences, or categories within a driving licence, as eligible to participate in the Scheme.
7. **Scheme** shall mean the Unite the Union DriverCare Loss of Licence Scheme.
8. **Scheme Member** shall mean a professional driver holding a valid licence who is a Member of Unite the Union paying the appropriate subscription to the Scheme and domiciled in the United Kingdom or Republic of Ireland.

EXCLUSIONS

There shall be no liability for Loss of Licence directly or indirectly consequent upon:

1. Death of the Scheme Member from any cause.
2. The Scheme Member abusing or having been under the influence of alcohol or having taken a drug or drugs unless administered in accordance with the prescription of a qualified Medical Practitioner.
3. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
4. The Scheme Member being a full-time Member of: the Navy, Army or Air Force Services.
5. The Scheme Member committing or attempting to commit suicide, or intentionally inflicting self-injury.
6. The Scheme Member being disqualified from driving as the result of road traffic offences.
7. The Scheme Member being unable to meet new or revised medical, health or eye sight standards introduced by the licence issuing authorities after the commencement of the Scheme, until such time as this Certificate is amended or endorsed.
8. The Scheme Member voluntarily surrendering his or her licence to the Licensing Authority.
9. Any physical or mental defect, infirmity, medical condition or chronic recurring illness which the Scheme Member could reasonably be expected to know existed at the date of entry into the Scheme.
10. Any illness or bodily injury arising within 39 weeks of the Scheme Member joining the Scheme.
11. Such loss being sustained by a Unite the Union Member participating in the "Unite the Union DriverCare Ordinary Licence Holder and Others, Personal Accident, Hospital Confinement and Assault Scheme".
12. Breach of employing company policy.

GENERAL CONDITIONS

1. On the happening of any occurrence likely to give rise to a claim under this Certificate written notice shall be given as soon as possible and in any case no later than six(6) months after the date of occurrence. The Scheme Member shall, at his or her expense, furnish such certificates, information and evidence as may from time to time be reasonably required. The Scheme Member may be required to have a medical examination.
2. No sum payable under this Certificate shall carry interest.
3. The Membership Subscription for participation in the Scheme is due for payment at the date cover commences and:
 - a. On the same day of each subsequent month in respect of a monthly subscription payment frequency, or
 - b. On the same day of each subsequent week in respect of weekly subscription payment frequency.
4. The cover described by this Certificate shall terminate on the earliest date of any of the following events occurring:
 - a. When the Scheme Member reaches the age of 60, except that cover will continue in respect of any revocation or refusal of the licence where the medical condition which led to such revocation or refusal commenced prior to age 60 and the Scheme Member has not driven professionally since age 60.
 - b. On the date when a Scheme Member received the benefit payable under this Certificate.
 - c. Upon expiry of 42 days after the due date for subscription contribution to the Scheme.
 - d. Unite the Union serving thirty days of notice of cancellation of the cover.
 - e. The Scheme Member discontinuing their membership of Unite the Union.
5. The Terms and / or Conditions notified in this Certificate may be amended subject to providing thirty days notice, such notice to be displayed on the Unite the Union website.
6. Any fraud, misconduct or concealment by the Scheme Member either in the application to join or in connection with the making of any claim shall render Membership of the Scheme null and void.
7. The due observance and fulfilment of the Terms, Conditions and Exclusions in this Certificate in so far as they relate to anything to be done or complied with by the Scheme Member or by his or her personal representatives shall be conditions precedent to the liability to make any payment under this Certificate.
8. In all matters relating to the validity of a claim made under the Scheme the decision of Unite the Union shall be final.
9. The Benefit is governed and construed in accordance with the law of England and English courts alone shall have the jurisdiction in any dispute.
10. The Scheme Member is deemed to have made a recovery when he / she is able to and capable of participation in his / her occupation and perform the major duties thereof even if he / she chooses not to.