
Free Benefits Scheme



Personal Accident Protection Plan & Income Protection Plan Rules

Personal Accident Protection Plan

Introduction

The Personal Accident Protection Plan provides benefits for members suffering injury or disability as a result of accidents occurring in the United Kingdom including Jersey, Guernsey and the Isle of Man.

Membership of the Personal Accident Protection Plan is free to all current members of the Union under age 66 living permanently in the United Kingdom including Jersey, Guernsey and the Isle of Man. No person aged 66 years or over will be covered and cover will end when an individual reaches age 66. No claims will be accepted or paid unless submitted and receipt confirmed before the individual reached age 66.

If you leave membership of the Union or fail to pay a subscription on the due date you will cease to be eligible for membership of the Plan immediately and no retrospective claims will be paid for periods before your membership ended, irrespective of the circumstances.

Definitions

The Union shall mean TBU.

Period of Insurance shall mean the period of time during which the insured was eligible for cover under the Plan.

Insured Person shall mean any member under age 66 living permanently in the United Kingdom including Jersey, Guernsey and the Isle of Man.

Accidental Bodily Injury shall mean bodily injury which is caused by an accident occurring at an identifiable time and location during the Period of Insurance and which solely and independently

of any other cause except illness directly resulting from, or medical or surgical treatment rendered necessary by, such bodily injury, results in the Insured Person's death or disablement as provided for herein within 104 weeks of the date of such accident. For the purposes of this definition the effects of exposure resulting from a mishap occurring during the Period of Insurance to a conveyance in which the Insured Person is travelling shall be deemed to constitute bodily injury, and the date of such mishap shall be deemed to be the date of the accident causing such bodily injury.

Permanent shall mean lasting for 52 weeks and at the end of that time being without any prospect of improvement.

Total Disablement shall mean disablement that in the absolute discretion of the Union entirely prevents the Insured Person from engaging in any and every occupation to any extent.

Partial Disablement shall mean disablement that in the absolute discretion of the Union prevents the Insured Person from engaging in his usual or a broadly similar occupation to any extent for 52 consecutive weeks without any prospect of recovery.

Limited Partial Disablement shall mean disablement that in the absolute discretion of the Union does not prevent the Insured Person from working regardless of the type of employment.

Loss of Limb or Limbs shall mean the permanent and complete loss of a limb or limbs by physical separation at or above the wrist or ankle or the permanent and complete loss of use of a limb or limbs.

Loss of Sight shall mean the

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permanent and total loss of sight, which shall be considered as having occurred:

a) In both eyes if the Insured Person's name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist.

b) In one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (meaning the Insured Person sees at 3 feet what they should see at 60 feet) for 52 consecutive weeks without any prospect of recovery.

Loss of Speech shall mean total loss of speech which has lasted for 52 consecutive weeks without any prospect of recovery.

Loss of Hearing shall mean total loss of hearing, which has lasted for 52 consecutive weeks without any prospect of recovery.

The percentage symbol that appears throughout the Schedule of Benefits is the maximum percentage of the Death Benefit (currently £20,000) that may be payable.

Cover

If an Insured Person sustains Bodily Injury which independently of any other cause results in the Insured Person's Death or Partial or Total Disablement the Union will pay the Insured Person the Benefit specified in the Schedule of Benefits.

Conditions

Interpretation

Any word or expression to which specific meaning has been attached shall bear such meaning wherever it appears in this Policy document and any accompanying schedules which together shall be read as one contract.

Observance

The liability of the Union shall be conditional on the observance by the Insured Person of these rules and conditions and any endorsements of this

Policy.

Interest

No sum payable under this Policy shall carry interest.

Assignment

The Union shall not be bound to accept or be affected by any trust, charge, lien, assignment or other dealing with or relating to this Policy.

Claims Procedure

In the event of any occurrence likely to give rise to a claim under this Policy, the Insured Person shall notify the Union in writing as soon as reasonably possible and in any event within 60 days of the date of the occurrence and before the Insured Person's 66th birthday.

The Insured Person shall, at his or her expense, furnish to the Union any certificates, information and evidence that may from time to time be required by the Union and in the form prescribed by the Union. The Union may, at its own expense and upon reasonable notice to the Insured Person, require a medical examination of the Insured Person. A failure to comply with a request to submit to a medical examination will render invalid any claim under these rules.

It may also be necessary for you to obtain copies of your medical records from your doctor. If you are asked to produce medical records, which your doctor is obliged to supply free of charge under the Data Protection Act 2018, and you fail to do so your claim will be rejected.

The Insured Person's receipt shall discharge the Union's liability to pay any amount in respect of a claim.

Any interpretation of these rules and all decisions on the validity of claims and the benefits to be paid shall be at the Union's sole discretion.

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Fraud

If any claim submitted under this Policy by an Insured Person or any person acting on behalf of the Insured Person shall be in any respect false or fraudulent, the Union shall be under no liability to make payment in respect of such claim.

Non-Disclosure and Misrepresentation

This Policy will be voidable in the event of misrepresentation, misdescription or non-disclosure of any material fact.

Jurisdiction

This contract shall be governed by and construed in accordance with English law, and the parties agree to the non-exclusive jurisdiction of the English Courts.

It is understood by the Insured Person that any information provided to the Union regarding the Insured Person will be processed by the Union, in compliance with the provisions of the General Data Protection Regulation (GDPR) and the Data Protection Act 2018, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

Exclusions

The Union shall not be liable for death or disablement directly or indirectly resulting from:

- The Insured Person's suicide, attempted suicide, intentional self-injury or deliberate exposure to exceptional danger (except in an attempt to save human life), or the Insured Person's own criminal or unlawful act.
 - The Insured Person engaging in riding, driving or otherwise travelling in any kind of race or competition, or in any form of operational duties as a member of the armed forces, or in mountaineering or rock climbing normally requiring the use of ropes or guides.
 - War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or any act of terrorism. For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisations or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
 - The Insured Person engaging in aerial activities other than air travel as a passenger.
 - The Insured Person engaging in hazardous sports or pursuits including but not limited to bungee jumping, white-water rafting, snow-boarding, off-piste skiing and competitive cross country horse riding. The definition of a hazardous sport or pursuit will be at the absolute discretion of the Union.
 - The Insured Person not taking safety precautions required by law including but not limited to the wearing of a seat belt in a motor vehicle.
 - Any injuries sustained whilst under the influence of non-prescription drugs alcohol or resulting from substance abuse.
 - Radioactive contamination.
 - Death or any injury suffered whilst the member is outside the United Kingdom including Jersey, Guernsey and the Isle of Man.
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Kidnap

If during the Period of Insurance an Insured Person is the victim of a Hijack or Kidnap, the Cover shall continue in respect of that Insured Person for up to 52 weeks from the date of Hijack or Kidnap or until the Insured Person is freed.

Provisions

In the event of an Insured Person sustaining any Permanent Disability not specified below, the compensation payable shall be calculated by assessing the degree of Permanent Disability to the above scale but without reference to the Insured Person's occupation.

If compensation is payable in respect of one Insured Person under more than one form of Permanent Disability as a result of one accident the total payable shall not exceed the amount specified in the Schedule of Benefits.

If the Insured Person is left handed the percentage level of compensation applicable to the right upper limbs shall be deemed to apply to the left upper limbs and vice versa.

If compensation is payable for loss or loss of use of a whole member of the body then compensation for parts of that member cannot also be claimed.

No Benefit shall be payable under this Special Addendum in addition to a payment under one of Benefits 1 and 2 of the Schedule of Benefits.

If a person is a claimant under the Union's Free Income Protection Plan insurance as a result of the same accidental incident then any claim amount payable under this policy shall be reduced by the total amount of any sums received from the Union under the Free Income Protection Plan.

If more than two insured persons are involved in an incident giving rise to a claim the Union's total liability in respect of all claims arising from the incident shall be limited to £40,000. In this event the allocation of benefit will be at the absolute discretion of the Union.

Variation of Terms and Conditions

The Union reserves the right to vary the terms of the Personal Accident Protection Plan without notice.

Complaints Procedure

Any complaint concerning the Personal Accident Protection Plan should be addressed to:

The Director
TBU
Bedford Heights
Brickhill Drive
Bedford
MK41 7PH

Contact Information

TBU
Bedford Heights
Brickhill Drive
Bedford
MK41 7PH

T 01234 716029
www.tbuonline.co.uk
24hours@tbuonline.co.uk

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Schedule Of Benefits

Benefit 1	Death	£20,000
Benefit 2	Permanent Total Disablement	£20,000
Benefit 3	Permanent Partial Disablement Compensation payable as a percentage of the Sum Insured specified for Permanent Total Disablement	Up to a maximum of £20,000
Benefit 4	Permanent Limited Partial Disablement Compensation payable as a percentage of the Sum Insured specified for Permanent Total Disablement	Up to a maximum of £10,000

Senses and Faculties

Total loss of sight in both eyes	100%
Total loss of sight in one eye	25%
Total loss of hearing in both ears	100%
Total loss of speech	100%

Face and Skull

Loss of whole of lower jaw	100%
Gross general loss of facial tissue, incapable of surgical reinstatement and necessitating permanent use of a cosmetic mask	100%
General loss of facial tissue, partially capable of surgical reinstatement but with poor cosmetic result	Up to a maximum of 70%

Loss of bony substance of the skull in all its thickness:

6cm ²	30%
3cm ²	10%
15cm in length or 15cm ² in area	20%
5cm in length or 5cm ² in area	5%

Bodily Organs

Loss of one kidney	40%
Loss of whole of one lung	40%

Upper Limbs

	Left	Right
Loss of one arm or one hand	100%	100%
Complete immobility of shoulder	60%	70%
Complete immobility of elbow	40%	50%
Complete immobility of wrist	30%	35%
Total loss of thumb	20%	25%
Partial loss of thumb: One phalange	10%	15%
Complete immobility of thumb	10%	15%
Total loss of forefinger	10%	15%
Partial loss of forefinger: Two phalanges	6%	10%
Partial loss of forefinger: One phalange	3%	5%
Total loss of any other finger	3%	5%

Lower Limbs

	Left or Right
Loss of leg at or above the knee	100%
Loss of leg below the knee	70%
Loss of a foot at or above the ankle joint	60%
Loss of half a foot	40%
Complete immobility of hip	50%
Complete immobility of knee	30%
Total or partial loss of kneecap with considerably restricted movement	30%
Total or partial loss of kneecap with full movement preserved	15%

Shortening of Lower Limb

By 5cm or more	30%
By 3 to 5cm	20%
By less than 3cm	10%
Loss of big toe	15%
Complete immobility of big toe	10%
Loss of any other toe	5%

Free Benefits Scheme – Income Protection Plan



Introduction

The Union's Income Protection Plan provides replacement income for members living permanently in the United Kingdom including Jersey, Guernsey and the Isle of Man and unable to work because of sickness or disability.

Membership of the Income Protection Plan is free to all current members of the Union paying an employed member subscription rate and in employment. Cover under the Plan is automatic once a member has paid his or her first subscription. If you suffer from any medical conditions at the date on which your cover is confirmed, these will be excluded from cover. If you leave membership of the Union or fail to pay a subscription on the due date you will cease to be eligible for membership of the Income Protection Plan immediately; benefits in payment will cease immediately and no retrospective claims will be paid. If you re-join the Union subsequently your date of payment of your first subscription under your new membership will be the effective start date of your cover. If you suffer from any medical conditions at that date, these will be excluded from cover.

Unless the limitations and exclusions in these rules dictate otherwise, the level of cover provided will be not less than 25% of your net basic pay excluding overtime, shift pay and any other allowances or £500, whichever is the lesser amount.

Once you are unable to work because of sickness or disability and you cease to be paid in full by your employer a Deferral Period begins. The minimum Deferral Period is 6 months' continuous absence but will be longer if your employer continues to pay you your full pay for more than 6 months.

After the Deferral Period, benefit will normally be paid for up to 6 months (the Benefit Period). All benefit is payable at the absolute discretion of the Union and will only be paid where, amongst other considerations, in the Union's opinion, all reasonable means of obtaining alternative substitute income in the Benefit Period have been

exhausted.

Benefits

If you are unable to work after your Deferral Period is completed and you are not being paid in full by your employer, you may be able to claim monthly benefit.

We will need to see proof of your pay at the time you became sick and evidence that your pay has reduced or ceased.

In deciding the amount payable, the Union will take into account the amount of sick pay you are receiving from your employer, any severance, termination or ex-gratia payments you receive from your employer, any state benefits to which you are entitled, whether you are claiming them or not, and any other payments, insurance benefits, grants or rebates you are receiving or are entitled to receive on account of your incapacity and any occupational pensions in payment.

To be eligible for the payment of benefit you must live permanently in the United Kingdom including Jersey, Guernsey and the Isle of Man.

Benefit will be paid monthly in arrears, usually on or around the 20th of the month, although the Union may decide or agree to make payments at other times. Payment will be made to you by BACS to the account from which your subscriptions are collected or payment may be made, in whole or in part, to a third party on receipt of your written instructions.

You may be sick but still be paid for some days in a month or you may receive reduced pay for part of a month, for example because your employer is paying you a reduced salary after your basic sick pay entitlement is exhausted. Again, the benefit paid to you will normally be the amount necessary to bring your net pay from your employer together with any state benefits and any other payments, grants or rebates you may be eligible to receive up to the level of your usual earnings for that month, subject to the proviso that the amount of Income Protection benefit paid to you will not normally exceed the 25% or £500 limit.

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Where you receive a pension and for that reason are disqualified from receiving ESA, the Union will deduct from the IPP amount due the amount of ESA that would otherwise be payable to you.

Whilst you receive full pay from your employer, benefit will not be paid. The maximum continuous period for which a guaranteed benefit will be paid for any condition or conditions is 6 months. Before you can claim again you must return to work for at least 26 continuous weeks.

Where there is a recurrence of a condition (or there is a subsequent condition related to or arising from the original condition) claims will not be met if the 6 month benefit has been paid already in respect of either the original condition or the related condition.

Whilst you are in receipt of benefit you must remain a member of the Union paying the same subscription category rate that you were paying at the time you became unable to work.

To assess your claim, it may be necessary for you to provide medical reports or Fit To Work notes or be medically examined. It may also be necessary for you to be examined during any period in which you are receiving benefit. The Income Protection Plan will meet the costs of any medical examinations.

It may also be necessary for you to obtain copies of your medical records from your doctor so we can be satisfied that a medical condition did not pre-date your membership. If you are asked to produce medical records, which your doctor is obliged to supply free of charge under the Data Protection Act 2018, and you fail to do so your claim will be rejected.

Payment will cease immediately if you are unable to provide a current Fit To Work note.

Exclusions

In common with other schemes the Income Protection Plan will not pay benefits if the main reason (whether direct or indirect) for your sickness or disability is:

- War, Rebellion, Riot or anything similar.
- Military activities of any sort.
- Pregnancy or childbirth, except where the disability lasts for more than 6 months after the end of the pregnancy. In that case, subject to the deferral period, the member will be eligible to claim benefit 6 months after pregnancy ends. The deferral period will begin on the date the pregnancy ended.
- Your participation in any unlawful or criminal activity.
- Your failure to taking safety precautions required by law including but not limited to the wearing of a seat belt in a motor vehicle.
- Your refusal or failure to undergo any form of medical or other treatment including immunisation recommended by an appropriate medical practitioner or recommended by the government, for example for those travelling abroad.
- Self-inflicted injuries.
- Drug, Alcohol or other substance abuse.
- Myalgic encephalomyelitis, chronic fatigue syndrome, post-viral syndrome, fibromyalgia or conditions similar to these.
- Mental illness, stress, depression or anxiety.

The Union will also exclude from cover any pre-existing medical condition (or subsequent condition related to or arising from this condition) from which you had suffered or you were suffering at the time of your acceptance.

Full Disclosure

If you make any false, misleading or incomplete statements to us, that may disqualify you from making claims under the policy.

Income Protection Plan



Making A Claim

It is essential that you notify us of a possible claim well before you reach the end of your occupational sick pay entitlement.

You must contact the Union's Advice Team no less than two months before your pay is due to be stopped or reduced for the first time. This will help us deal with your claim speedily. **Failure to observe this requirement will result in your claim being rejected entirely.**

Contact Information

TBU
Bedford Heights
Brickhill Drive
Bedford
MK41 7PH

T 01234 716029
www.tbuonline.co.uk
24hours@tbuonline.co.uk

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Complaints Procedure

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The Director
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