



# **BENEFITS**

# **POLICY AND GUIDANCE (UK)**

Effective 1st November 2022

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## **(a) Introduction**

Rule 4 of the Unite the Union rule book states that the Executive Council shall determine the period of membership necessary prior to a member attaining eligibility for benefits and the scope and level of benefits.

The Executive Council (EC) is comprised entirely of lay members whom have been elected democratically. The EC decision on all claims is final.

All benefits and payments are discretionary and nothing in this document is intended to create an entitlement, contractual or otherwise, in terms of membership of Unite.

The Executive Council of the Union retains the right to withdraw, alter, amend, add to or replace any of the benefits or subscription rates referred to in this Guidance, subject to the process set out under Rule.

Nothing in this Guidance (unless otherwise set out to the contrary) has the effect of creating a Rule of the Union, the entirety of which are contained in the Union Rule Book as amended from time to time.

In all instances the onus is with the member to make sure that they are on the correct membership rate that reflects their employment status and/or the level of benefits they desire. It shall be the personal responsibility of the member to maintain contributions and avoid arrears in all circumstances.

This policy and guidance document is for all members of Unite the Union in the United Kingdom.

## **(b) Notes on Contributions Rates**

### **Membership Scales**

Benefit entitlement depends on the member's membership scale (rate). Below is a list of benefits for each membership scale.

#### ***Basic***

Members paying Basic contributions (Full Time, Low Pay or Apprentice Basic 1-4) and meeting the requirements set out later in this document shall be entitled to the benefits set out below:

Officer/staff support to maintain or improve wages/terms and conditions, Dispute Benefit, Fatality up to £10,000, Reduced Income Benefit, Education courses, Funeral Benefit, Legal and Affiliated Services.

#### ***Basic Part Time***

Members 18 years or over whom normally work no more than 21 hours per week may pay the Basic Part Time contribution level. Members in this category of membership will be entitled to receive financial benefit at 50% of the Basic level.

#### ***Enhanced***

Members paying Enhanced contributions (Full Time, Low Pay or Apprentice Enhanced 1-4) and meeting the requirements set out later in this document shall be entitled to the same benefits as Basic Members plus the additional benefits set out below:

Additional benefits of Sickness, Permanent Disability, (Total and Equivalent Occupation), Total Temporary Disability, Fatality up to £50,000, Loss of Limb, Eye or Digit, Maternity, Adoption, Paternity, Enhanced Reduced Income Benefit, Enhanced Funeral and Convalescent.

### ***Enhanced Part Time***

Members 18 years or over who normally work no more than 21 hours per week may pay the Enhanced Part-time contribution level. Members in this category of membership will be entitled to receive financial benefits at 50% of the Enhanced level.

### ***Low Pay***

Effective 1st November 2022, the threshold for low pay membership is £21,500 per year (gross income across all employers).

### ***Special Discounted Rate (SDR) Categories***

The following categories of members are considered special discounted members:

- Newly joining unemployed members of the Community.
- Individuals engaged as volunteers.
- Members under 18 years of age who are not on an apprenticeship.
- Members who are undergoing a full time occupational, professional or government training scheme.
- Members who are in full time higher or further education.
- Members who are permanently retired from work or are prevented from working on medical grounds who are Retired Member Plus.
- Members who become unemployed having been previously employed members.

Note: in order to qualify for advice/guidance relating to their previous employment, members must have made 4 weeks full contributions prior to moving onto the Special Discounted Rate.

Members in any of the special discounted rate membership categories will only be entitled to the benefits applicable to Basic membership but not Fatal Accident Benefit. Such members are not entitled to receive any financial benefits except for, where the member is employed, (members who are under 18, undergoing a full time occupational, professional or government training scheme) Dispute Benefit at 50% of the Basic full time level and any benefit that is provided by affiliated partners. In respect of Funeral Benefit, such members will only be able to make a claim if they had previously satisfied the 26 week qualifying period in another category of membership. Note also that service while paying at the Special Discounted Rate does not count as service under the service element of the Funeral Benefit.

In order to be cost effective, members in special discounted rates categories should, where possible, pay their contributions by Direct Debit.

### ***Refund of Subscriptions***

It is the members' obligation to notify the Union of any change in their employment status – e.g., moving from full time to part time, becoming unemployed – which would reduce their contribution level. Equally, it is the members' responsibility to inform the Union of any change in their employment status that would increase their contribution level.

## (c) Rate of Benefits effective 1<sup>st</sup> November 2022

For details see relevant section

Section	Benefit	Amount (£)
(e)	Legal Assistance and Advice	
(f)	Dispute Maximum benefit of 5 days per calendar week (Sunday – Saturday)	£70.00 per day £350.00 per week
(g)	Funeral Minimum £100 Maximum £1,000	Up to £1,000
(h)	Driver Care Including loss of licence cover, personal accident/assault and financial cover for legal costs incurred while working as a professional driver	Variable See DriverCare website for more details.
(i)	Sickness No proof of reduction in salary <sup>1</sup>  With proof of 25% reduction of salary <sup>2</sup>  Maximum benefit of 5 days per calendar week (Sunday – Saturday) for up to 51 weeks. (Minimum claim must be greater than 5 days)	£10.00 per week for 51 weeks (£2 per day) <sup>1</sup>  £25.00 per week for 51 weeks (£5 per day) <sup>2</sup>
(j)	Convalescence at the Union’s Convalescent Centre	Up to 2 weeks stay (14 days)
(k)	Fatal Accident (at work or not)*	Up to £50,000
(l)	Loss of limb, eye or digit from accident (at work or not) *	Up to £10,000
(m)	Permanent Disability (Total or Equivalent)*	Total: Up to £25,000 Equivalent: Up to £10,000
(n)	Temporary Total Disability *	Up to £5,000
(o & p)	Maternity and Adoption (including Shared Parental Leave) Maximum benefit of 5 days per calendar week (Sunday – Saturday) for up to 39 weeks.	£10 per week (£2 per day)
(q)	Paternity Maximum benefit of 5 days per calendar week (Sunday – Saturday) for up to 2 weeks.	£15 per week (£3 per day)
(r)	Reduced Income Benefit	See section
(s)	Enhanced Reduced Income Benefit	See section

\*Accident benefits provided by Unite are those caused by an accident in the commonly accepted sense. Therefore illnesses, diseases or naturally occurring conditions or degenerative processes (such as stroke, heart attack, cancer, aneurysms and heart defects, for example) are not accidents. Accidents include but not limited to road traffic accidents, falling down the stairs, being crushed by a heavy load, fires, natural disasters and work place accidents as long as such is not intentionally caused by the member or a result of the member’s wilful negligence (for example illegally climbing an electrical pylon which is clearly marked or while being drunk or under the influence of recreational/non-prescription drugs) or while committing any criminal act. Accidents which occur whilst participating in an extreme sport are not covered.

## **(d) General Qualification for benefits**

Unless otherwise specifically stated elsewhere in this document:

Members will only be entitled to benefits appropriate to the level of contribution they pay, as defined in Section (a) of this document. A qualifying member must generally (please see individual benefit for qualification periods and required membership scale) have 26 full weeks membership, having made 26 weekly payments and being less than 6 weeks in arrears at the time of the incident / illness that may lead to a claim for benefit. Members must also be in compliance at the time of the claim. In any week, or part thereof, for which a member receives financial benefits, full contributions are payable except where members are involved in a Strike or Lock-out, where financial assistance has been sanctioned by the Executive Council. Contributions due may be deducted from any benefit payable, together with any outstanding arrears.

If a member goes into arrears, the following applies:

- i) For the first six weeks, members are entitled to make up contributions at the rate appropriate to their employment status which may be lower (e.g., the member became unemployed) or higher than the rate the member had been paying
- ii) For periods of arrears greater than 6 weeks, the member must make up the arrears at the rate they had previously been paying prior to going in arrears or, if higher, the rate appropriate to their employment status
- iii) To come into compliance, a member who has been in arrears for more than 6 weeks must pay the rate determined in (ii) above for a further four weeks.
- iv) A member six weeks or more in arrears is out of benefit and not entitled representation until 4 weeks after clearing all arrears.

Where a member is claiming for a benefit that requires a qualification period on Enhanced membership, the start date of a member's Enhanced membership shall be the date the Union's administration processed that request.

No payment of benefit shall carry interest in the event of a delay in payment.

Any member making a false application of benefit shall refund all monies received in such case and forfeit all benefits for 13 weeks and if detected a second time may be expelled from the Union.

It is recommended that, except in one off exception circumstances, payment of benefits to members shall be done by BACS.

### **Time Period to claim benefits**

In general, where benefits are for a period of absence from work (i.e. Sickness, Paternity and Reduced Income Benefit), members can only back claim up to 1 year from the date of their benefit application. This means that if an application for one of the benefits listed in the previous sentence is made on 1<sup>st</sup> February 2022, members cannot claim for any periods of absence before 1<sup>st</sup> February 2021. For maternity and adoption claims, the benefit must be claimed within 18 months. The only exception is if a clear administrative error has occurred. The EC have the final decision on whether an administrative error had occurred.

For Funeral, Fatal Accident Benefit, Total Permanent Disability Benefit, Equivalent Occupation Permanent Disability Benefit, Temporary Total Disability Benefit, Loss of Limb, Eye, or Digit Benefit the applicable period is three years from the date of accident for the accident benefits or date of death for Funeral benefit.

### **How to apply for benefits**

Each benefit has a designated form that needs completing by the member or their next of kin. The form will need to be supported by whatever evidence is required by each individual benefit.

Please contact your local office to obtain the relevant benefit form or visit our website: <https://unitetheunion.org/why-join/member-offers-and-benefits/member-offers/enhanced-membership-benefits/>

### **Members in the Armed Forces – Provisions for Trade Union Contributions and Benefit**

Subject to being fully paid up, a member who is accepted for service with the Armed Forces during a period of compulsory call-up shall be entitled to deposit their membership card and pay no contributions during the period of their compulsory call-up. No benefits shall be payable by the Union during the period the member's card is deposited, other than funeral benefit. At the end of the period of compulsory call-up the member's card will be returned and contributions will re-commence.

### **Returning an application to a member**

The Union's administration may return an application for Union benefit if the form is incomplete, missing the appropriate supporting documentation and/or if the benefit form is unclear or illegible.

### **Cost of supporting documents**

All benefits require supporting documentation to support a member's claim. The member is entirely responsible for any cost in acquiring any documentation to support a claim. An example of this may be a doctor's letter which some medical professionals charge for.

### **(e) Legal**

Members are afforded legal assistance in accordance with Rule 4.6 and the determinations of the Executive Council made pursuant to that Rule.

The provision of legal services, the level at which it is afforded and the selection of any provider is at the discretion of the Executive Council.

Eligibility for Legal services in respect of personal injury claims is immediate (including all retirees and non-working family members). Non-working family members are entitled to personal injury assistance for non-work related accidents. Eligibility for free wills is 13 weeks full paying membership.

Criminal legal assistance arising from work related issues is provided at the discretion of the EC.

For all other legal services (including free half hour services and employment representation), 4 weeks full paying membership is required which may be waived at the discretion of the Director of Legal Services.

In respect of free half hour and employment advice, the relevant issues must not predate membership. Only members are entitled to employment advice/assistance and access to the free half hour advice service.

Members absent from the workplace and pursuing a Personal Injury or other legal claim with the Union's Assistance must continue to contribute at the rate appropriate to their employment status or at the Special Discounted Rate if unemployed. A failure to do so will result in a withdrawal of assistance.

Personal injury assistance includes (but is not limited to):

- ✓ Accidents at work
- ✓ Serious injury claims (Brain injury, spinal cord damage, loss of limb)
- ✓ Occupational diseases (including Asbestos, Deafness, RSI, Dermatitis, Hand/arm Vibration Syndrome and others)
- ✓ Medical negligence
- ✓ Road traffic accidents
- ✓ Accidents occurring outside of work

## **(f) Dispute Benefit**

According to Rule 4.5 of the Union Rule book, "The Union shall pay dispute benefit in such circumstances and on such terms as are decided by the Executive Council from time to time".

## **(g) Funeral Benefit**

### **General Qualification of Funeral Benefit**

On the death of a qualifying member (26 weeks of paying membership excluding Special Discounted Rate /RMP membership and not more than 6 weeks in arrears), funeral benefit may be paid. The payment shall be paid to their nominee or to the person or persons whom the Executive Council shall in their absolute and final discretion consider entitled to it. The Executive Council retain the right to cancel this benefit at any time (there are no vested/accrued rights).

Funeral benefit shall be paid to a member's nominee, personal representative, widow, widower, partner, next of kin or child, on the production of satisfactory evidence that such person is responsible for the member's funeral arrangements. Where there is dispute between the member's next of kin or beneficiary, payment shall be paid to the person who paid the majority of the funeral expenses.

Where funeral benefit is payable the minimum amount is £100 and the maximum is £1,000 (Please note that the £1,000 maximum payment is for Enhanced members only. The maximum for non-Enhanced members is £500.)

### **Accrual of Funeral Benefit Service**

Funeral Benefit is calculated based upon the members' number of years' service (Full time, Low Pay and Apprentice at 100%, part time at 50%) up to the point of the member becoming retired, permanently disabled or chooses to switch to another Special Discounted Rate. Service whilst paying a Special Discounted Rate (Back to Work, Community, Young Members, Full Time Education and Retired Member Plus) does not count. In the case that a member has been both part time and full time then the benefit will be paid at the appropriate rate according to which membership they have been on the longest i.e. If a member has 12 years' service (7 years full time and 5 years part time) they shall receive 12 years of benefit entitlement at 100%.

Members who join the Union as Community Members (or any other Special Discounted Rate category) and never become full, part time, apprentice or Low Pay members for the 26 week qualifying period are not eligible for Funeral Benefit.



### **Previous Trade Union membership**

If a member has belonged to a trade union that eventually merged into the Unite the Union this effects the amount of benefit that is payable:

#### ***Former Amicus Members excluding CMA***

Former Amicus Section members (other than CMA members) who retired before 1<sup>st</sup> September 2009 and who have never paid a membership scale that is not a special discounted rate after 1<sup>st</sup> September 2009 are not eligible for Funeral Benefit from the Union. All Funeral Benefits previously honoured by former Unions of Amicus, with the exception of the CMA, are defunct (in accordance with a decision of Amicus NEC in 2003).

For deaths between 1<sup>st</sup> September 2009 and up to 30<sup>th</sup> September 2015, except for CMA members, service for the purpose of calculating Funeral Benefit for former Amicus Section members accrues from 1<sup>st</sup> September 2009.

For deaths on and after 1<sup>st</sup> October 2015, for all former Amicus members who were non retired and in compliance members as at 1<sup>st</sup> September 2009, all service counts (excluding years on special discounted rates).

N.B. In most cases, but not exclusively, a former Amicus member membership number will start with a “3” or “4”. Please note that previous CMA members will also have a membership number starting with these numbers.

#### ***Former TGWU Members and CMA members***

Members that belonged to the TGWU prior to the merger in 1<sup>st</sup> September 2009 all service counts (excluding years on special discounted rates)

N.B. In most cases, but not exclusively, a former TGWU member’s membership number will start with a “1”.

#### ***Former UCATT Members***

Former UCATT members who have died before 1<sup>st</sup> January 2017 (on any UCATT membership rate) OR who have died on or after 1<sup>st</sup> January 2017 and their membership scale a former UCATT Free retired membership i.e. (i.e. UCATT Retired Free, Free Card 40, Free Card 50 or Superannuated Free Card):

- A flat rate of £150 is payable to the member’s next of kin in the event of the death of the member
- Spouses of former UCATT members who have died before 1st January 2017 or if the member is on UCATT Retired Free, Free Card 40, Free Card 50 or Superannuated Free Card rates have an entitlement of £75 which is only payable to the member. If the member has passed away before their spouse then no benefit is payable to their children or any other relative. “Spouse” shall mean husband, wife, civil partner or common law partner.

Former UCATT members who have died on or after 1<sup>st</sup> January 2017 and were paying for their Retired Membership (Scales 08, 08E & RMP) or on any other UCATT Active Scale i.e. Craft, General or UCATT Apprentice scales (does not include UCATT free retired memberships) or any Unite non-special discounted scales.

- All service counts (excluding years on special discounted rates. UCATT disabled, unemployed, sick and retired rates are seen as special discounted rates in addition to the membership stated under “special discounted rates is section” “b” of this document.)

N.B. In most cases, but not exclusively, a former UCATT member’s Unite membership number will start with a 5

### **Enhanced Members**

Members who are on an Enhanced membership scale (Enhanced Full Time, Enhanced Part Time, Enhanced Apprentice 1-4 and Low Pay Enhanced) will have their benefit doubled if they meet all of the following criteria:

- (i) The member must have been on an Enhanced Scale at the date of death;
- (ii) The member was in no more than 6 weeks in arrears;
- (iii) The member had paid an Enhanced membership scale for at least 26 weeks at the date of death;
- (iv) The member met the other qualifications for funeral benefit.
- (v) The date of death must be on or after 1<sup>st</sup> January 2019.

Members who retire and were previously on an Enhanced membership scale before moving to a retired membership rate do not have their benefit doubled.

### **Retired Members**

The date a member retires and the type of membership they have also affects the amount of funeral benefit due.

For members retiring or becoming permanently disabled on or after 2<sup>nd</sup> April 2012, only those paying Retired Members Plus contributions will be eligible, assuming they otherwise were, to claim Funeral Benefit upon their death. Members of Retired Member Plus will receive the Funeral Benefit amount, if they are entitled to it, prevailing on the date of their death.

Members who retired (or became permanently disabled) prior to 2<sup>nd</sup> April 2012 and chose not to become Retired Members Plus by 31<sup>st</sup> March 2015 remain eligible for Funeral Benefit (assuming they otherwise were) but, when they die, are only eligible for the Funeral Benefit amount as at 2<sup>nd</sup> April 2012.

### **Evidence Required**

A completed funeral benefit form should in all cases be accompanied with evidence of death (death certificate or coroner’s certificate of the fact of death. If death has occurred abroad the appropriate documentation of that country that is similar to a death certificate will suffice). Where the recipient of the funeral benefit is not the spouse or named on the death certificate evidence of funeral cost must be provided. In all cases payment of funeral benefit should be made to the person/organisation that incurred the majority of the funeral costs.

## Funeral Benefit Increments

Please note: a member's membership to a previous union, the type of retired membership, years of membership of a special discounted rate, years spent as a part time member and their date of death can alter the amount owed. The table below is used in making the calculation of funeral benefit.

Date of last Non-SDR payment	Before	05/10/1997	27/03/2000	01/03/2002	02/08/2004	31/07/2006	01/09/2013
\ No of years' service	05/10/1997	to 26/03/2000	to 28/02/2002	to 01/08/2004	to 30/07/2006	to 31/08/2013	to PRESENT
Less than 1 year	0	0	0	0	0	0	0
1 Year	100	100	100	100	100	100	100
2 Years	100	100	100	100	100	115.79	115.79
3 Years	100	100	100	100	100	131.58	131.58
4 Years	100	100	100	100	100	147.37	147.37
5 Years	100	100	100	100	100	163.16	163.16
6 Years	100	100	100	100	106.55	178.95	178.95
7 Years	100	100	100	104.22	114.66	194.74	194.74
8 Years	100	100	102.88	111.59	122.77	210.53	210.53
9 Years	100	100.56	109.72	118.96	130.88	226.32	226.32
10 Years	100	106.88	116.56	126.33	138.99	242.11	242.11
11 Years	100	113.2	123.4	133.7	147.1	257.9	257.9
12 Years	100	119.52	130.24	141.07	155.21	273.69	273.69
13 Years	100	125.84	137.08	148.44	163.32	289.48	289.48
14 Years	100	132.16	143.96	155.81	171.43	305.27	305.27
15 Years	100	138.48	150.76	163.18	179.54	321.06	321.06
16 Years	100	144.8	157.6	170.55	187.65	336.85	336.85
17 Years	100	151.12	164.4	177.92	195.76	352.64	352.64
18 Years	100	157.44	171.28	185.29	203.87	368.43	368.43
19 Years	100	163.76	178.12	192.66	211.98	384.22	384.22
20 Years	100	170	185	200	220	400	400.01
21 Years	100	170	185	200	220	400	415.8
22 Years	100	170	185	200	220	400	431.59
23 Years	100	170	185	200	220	400	447.38
24 Years	100	170	185	200	220	400	463.17
25 Years	100	170	185	200	220	400	478.96
26 Years	100	170	185	200	220	400	494.75
27 Years or more	100	170	185	200	220	400	500

## **(h) DriverCare**

Members paying £1.10 per week extra (Special rates may apply to over 62's and conductors / conductresses):

- i. Having nine months membership, having made 39 weekly payments prior to the date of revocation or refusal of licence, qualifying members being below the age of 62 have cover of £8,000 should their driving licence be permanently revoked due to injury, disability, illness, poor eyesight or assault, subject to the full terms and conditions of the scheme as approved by the Executive Council;
- ii. upon joining the scheme shall receive benefit for personal accident or assault at work subject to the terms and conditions of the scheme as approved by the Executive Council;
- iii. having three months membership, having made 13 weekly payments prior to the date of the alleged offence, and who are not more than 6 weeks in arrears, who have been ordered to pay any sum of money by a court of justice in circumstances arising out of the member following their occupation, shall if so decided by the Executive Council having regard to the circumstances associated with the case, be granted assistance, the extent of such assistance to be at the absolute discretion of the Executive Council.

Members should refer to the certificates issued on joining the scheme for full details of the terms and conditions. Current terms and conditions can also be found by visiting the DriverCare website. Also refer to separate guidance notes for specifics on the Scheme.

## **(i) Sickness Benefit (previously Incapacity benefit)**

Sickness Benefit can be claimed by any qualifying member (26 weeks of paying Enhanced membership and not more than 6 weeks in arrears at the time of claim) who is absent from work by reason of ill health or personal injury sustained in an accident provided that such illness or injury is not caused by drunkenness, recreational or non-prescription drugs, disorderly or improper conduct or through exposing themselves to unnecessary risk. This benefit is payable after the member has been on sick leave for seven calendar days due to illness or injury.

Furthermore a qualifying member must be off work for greater than 14 calendar days to claim sickness benefit and there is a minimum claim of 5 days. A qualifying member must continue to pay Enhanced contributions for the duration of their claim.

There are two levels of sickness benefit, a lower rate of £10 a week for up to 51 weeks for members who provide no proof of a reduction in gross pay and a higher rate of £25 for up to 51 weeks for members who provide evidence of a reduction of 25% or greater in gross pay. These two benefits are linked in that you cannot claim both for the same period. For the avoidance of doubt a member can only claim a maximum of 51 weeks sickness benefit, at either the higher, lower or a combination of the two in a 52 week period. Having exhausted their sickness benefit entitlement, such member shall not be entitled to any further assistance in the shape of sickness benefit until 52 weeks have elapsed from the end date of their previous claim. If a member claims within one year of the date for which they were last paid Sickness benefit, then previously paid benefits shall be counted as part of a continued period of benefit until such time as one whole year has elapsed from the date for which benefit was last paid. At this point the 52 week period will be reset.

A member can only claim a maximum of 51 weeks for a single illness or injury throughout their membership. For every time a member claims for a new condition they must wait the usual 7 day qualifying period. Where a member is claiming for a condition that is directly linked to a previous claim, the 7 day waiting period is waived.

For the avoidance of doubt, a member must have been on an Enhanced scale at the time the sickness/injury initiated and can only claim after the member has been on an Enhanced scale after 26 weeks. Therefore a basic member who goes off work and who knows that they will be absent for a long period cannot upgrade to Enhanced, pay 26 weeks Enhanced subscriptions and then claim sickness benefit. However a member who was already on Enhanced at the time they first went off work in relation to the illness/accident which is the basis of their claim, but for less than 26 weeks, can start claiming sickness benefit prospectively after their 26 weeks qualifying period is completed.

Any member making a false declaration of sickness shall refund all monies received in such case and forfeit all benefits for 13 weeks and if detected a second time may be expelled from the Union.

### ***Evidence Required***

#### ***For Lower Rate Sickness at £10 a week/ £2 per day.***

Members claiming the lower rate sickness should send to the Union a completed Sickness benefit form which should in all cases be accompanied with evidence of:

- (i) proof of absence from work due to ill health or injury for the complete duration of the claim.
- (ii) evidence of the illness or injury that is preventing them from work.

This can be submitted in the form of sick notes, letters from a medical professional, letters from an employer or any other evidence that meets the two criteria above. A signed and stamped sickness form is sufficient evidence for claiming the lower rate sickness benefit as long as it is done by the member's employer or doctor.

A member does not need to suffer any reduction in salary to claim lower rate sickness.

#### ***For Higher Rate Sickness at £25 a week/ £5 per day.***

Members claiming the higher rate sickness should send to the Union a completed sickness benefit form which should in all cases be accompanied with evidence of:

- (i) proof of absence from work due to ill health or injury for the complete duration of the claim.
- (ii) evidence of the illness or injury that is preventing them from work.
- (iii) evidence of a reduction of 25% or greater in gross taxable income for the period in which they are claiming the higher rate sickness benefit.

This can be submitted in the form of sick notes, letters from a medical professional, letters from an employer, pay slips or any other evidence that meets the three criteria above. Where payslips have been provided as evidence of loss of income, members must submit an additional payslip(s) which shows their "usual" pay.

For both lower rate and higher rate sickness claims the Union reserves the right to decide whether the information provided by the member meets the necessary criteria for its respective benefit.

**Please Note:** Once a member exhausts their full 51 weeks sickness benefit, Enhanced members who remain employed but without pay from their employer would be eligible to have all Unite contributions waived for up to three years (in three month increments) from the date the leave commenced upon production of evidence that they meet the above criteria (this is known as Enhanced Reduced Income Benefit).

Sickness cannot be claimed for the same period as Reduced Income Benefit or Enhanced Reduced Income Benefit and can only be claimed by members in employment. A member should complete their full entitlement to sickness benefit before claiming Reduced Income Benefit.

### **(j) Convalescent Benefit**

A qualifying member (26 weeks of paying Enhanced membership and not more than 6 weeks in arrears at the date the member went off work in relation to the illness for which the convalescent benefit is being claimed) shall be entitled to apply for Convalescent Benefit. For Enhanced members who have suffered a serious accident, for which they have also claimed one of the accident benefits, the qualification period is reduced to 4 weeks Enhanced membership. Enhanced and RMP Members are entitled to apply for Convalescent Benefit only after two years has lapsed since any previous Convalescent Benefit claim. Otherwise eligible non-RMP Retired Members (i.e., former TGWU or Amicus members who retired on or before 31<sup>st</sup> July 2010) can only receive this benefit once after 1<sup>st</sup> September 2015 during their lifetime. Members who join the Union as Community Members (or any other Special Discounted Rate category) and never become full, Low Pay or part time Enhanced members for the 26 week qualifying period are not eligible for Convalescent Benefit.

The member will be entitled to a period of convalescence of not more than two weeks (14 nights), benefit will include accommodation at the union centre, including reimbursement for receipted 2<sup>nd</sup> class return railway fare calculated from the member's nearest rail station to and from the union centre (or, if driving, 45p per mile up the value of the 2<sup>nd</sup> class rail fare). Unite will not be responsible for the arrangement of transport, but will retrospectively reimburse costs involved to the level described above. The Union will not be responsible for costs incurred by partners joining members at the union centre. The Union does however have a considerably discounted rate for partners/carers who accompany a member on Convalescent Benefit.

Convalescent benefit applications will be subject to the following conditions:

- (i) Applications for convalescent benefit must be made on the prescribed form which must be completed with all the requisite particulars and signed and validated by a member of the regional finance team.
- (ii) Applications for convalescence cannot be accepted if the member has received convalescent benefit within the preceding 2 year period.
- (iii) An applicant for convalescent benefit must have been ill for a period of not less than two weeks and still be off work through illness at the date of application. Consideration will only be given to new complaints suffered within a period of 12 months prior to the application. For the avoidance of doubt, members cannot claim Convalescence Benefit twice for the same sickness/accident.

- (iv) Whilst the convenience of the member will be given full consideration, allocation of admission dates will be subject to availability at the convalescent centre.

For all members becoming Retired (or Permanently Disabled) Members on or after 1<sup>st</sup> August 2010, only those becoming Retired Members Plus from the later of the date of their retirement (or becoming permanently disabled) or 31<sup>st</sup> March 2015 would be eligible, assuming they had fulfilled the 26 week qualifying period on Enhanced prior to retirement (or becoming permanently disabled), for Convalescent Benefit.

The current Convalescent home of Unite the Union is The View Hotel, Grand Parade, Eastbourne, East Sussex, BN21 4DN. All applications for Convalescent Benefit will be subject to availability at the View Hotel, Eastbourne.

### **Evidence Required**

A member should complete a Convalescent benefit form which has a section that must be completed by a doctor.

### **(k) Fatal Accident Benefit**

On the death of a qualifying member (4 weeks of paying membership and not more than 6 weeks in arrears at the date of the accident) resulting directly from an accident, payment of the Fatal Accident Benefit will be made to the member's legal representative or executor.

The following exclusions apply:

- (i) Whilst serving with any regular armed force or with any irregular force (other than whilst training as a volunteer or reservist with a regular armed force).
- (ii) As the result of some injurious act intentionally inflicted by the deceased upon themselves or some hostile act on their part towards another person (not being in bona fide self-defence) or disease or natural causes or the deceased's own criminal act (e.g. speeding, reckless driving or driving under the influence of alcohol or recreational/non-prescription drugs or any other road traffic offence) or their intentional participation in civil commotion or riot
- (iii) Extreme sports, including but not limited to mountaineering or rock climbing normally requiring the use of guides or ropes; pot holing and other underground activity; racing (other than swimming or on foot); participating in sport tours and competitions; professional sports; ice hockey; horse riding which involves jumping; trampolining; wet-biking, jet skiing or powerboating; white water canoeing, kayaking, or rafting; scuba diving; flying (other than as a fare-paying passenger in a licensed aircraft); parachuting, bungee jumping; free flight including hang gliding; hunting; driving or riding on motorcycles/quad bikes/mountain bikes/snow mobiles off road or in races; downhill skiing and snowboarding (except for dry slope) and any activity that involves firearms or weaponry.

Successful claims can be up to £50,000 in value for accidents on or after 1<sup>st</sup> January 2020. For accidents before this date there is a lower maximum amount.

For members on Enhanced, £25,000 is payable for successful claims and, for death on or after 1<sup>st</sup> January 2020, an additional £5,000 will be paid for any dependant of the deceased that are 18 years

or under, up to a maximum benefit of £50,000. A dependant shall mean your child (biological or adoptive). It also covers other relatives or unrelated children who live in your home as part of their family who depend on the deceased as their primary source of income.

For accidental deaths on and after 1<sup>st</sup> January 2020, Basic members are covered for Fatal Accident up to £10,000. There is no additional dependant payment for Basic members.

Rejected claims can be reviewed if new evidence that supports a member's claim is produced by the member or appealed if the member disagrees with the decision of the Union. The appeal panel shall be determined by an independent chair assisted by two senior lay representatives who have been chosen by the Executive Council. The Appeal committee's decision is final.

### **Evidence Required**

A completed Fatal Accident benefit form should in all cases be accompanied with evidence of death (death certificate or coroner's certificate of the fact of death. If death has occurred abroad the appropriate documentation of that country that is similar to a death certificate will suffice). Evidence of the time, date and location of the accident is required. Police reports, witness statements, medical reports and media reports may all be submitted. Evidence of the rightful recipient of the benefit is also required; this may be fulfilled by the receipt of letters of probate, a will of the deceased or letters of administration.

### **(1) Loss of Limb, Loss of Eye or Loss of Digit**

A qualifying member (4 weeks of paying Enhanced membership at the date of the accident and not more than 6 weeks in arrears) who suffers an accident which causes loss, or loss of use, of limb or eye, or loss of digit may claim loss of limb or loss of eye or loss of digit. Note: members cannot claim both loss of limb or eye or digit and permanent disability benefit or temporary total disability benefit.

A member would be entitled to receive £5,000 for the loss, or loss of use, of one limb or one eye. A member would be entitled to receive £10,000 for the loss, or loss of use, of two limbs or two eyes (maximum two limbs per lifetime). A member can claim £500 per loss of digit (maximum 10 digits per lifetime). If a member is claiming loss of limb, they are unable to claim loss of digits as well for the same limb. The amounts quoted above for loss of limb or eye are for accidents that occur on or after 1st September 2015. For accidents before this date there is a lower maximum amount. Loss of Digit benefit was introduced on 1st September 2016 and therefore any claims for accidents before this date that result in a loss of digit will be rejected.

Loss of Limb(s) shall be deemed as being:

- (i) total loss of the use of an arm at or above the wrist joint; or
- (ii) an arm amputated at or above the wrist joint; or
- (iii) total loss of use of a leg above the ankle (talo tibular joint); or
- (iv) a leg amputated above the ankle (talo tibular joint)

Loss of eye(s) or loss of sight shall be deemed as being:

- (i) in both eyes when a member's name has been added to the Register of Blind Persons on the authority of a qualified ophthalmic specialist.



- (ii) 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.

Loss of digit shall be deemed as being:

- (i) From the middle knuckle (proximal inter-phalangeal joint (PIP)) for fingers and
- (ii) From the top knuckle (distal interphalangeal joint (DIP) for thumbs and toes.

The following exclusions from the loss of limb or eye or digit benefit apply:

- (i) Whilst serving with any regular armed force or with any irregular force (other than whilst training as a volunteer or reservist with a regular armed force).
- (ii) As the result of some injurious act intentionally inflicted by the member upon themselves or some hostile act on their part towards another person (not being in bona fide self-defence) or disease or natural causes or the member's own criminal act or their intentional participation in civil commotion or riot
- (iii) Extreme sports, including but not limited to mountaineering or rock climbing normally requiring the use of guides or ropes; pot holing and other underground activity; racing (other than swimming or on foot); participating in sport tours and competitions; professional sports; ice hockey; horse riding which involves jumping; trampolining; wet-biking, jet skiing or powerboating; white water canoeing, kayaking, or rafting; scuba diving; flying (other than as a fare-paying passenger in a licensed aircraft); parachuting, bungee jumping; free flight including hang gliding; hunting; driving or riding on motorcycles/quad bikes/mountain bikes/snow mobiles off road or in races; downhill skiing and snowboarding (except for dry slope) and any activity that involves firearms or weaponry.

Rejected claims can be reviewed if new evidence that supports a member's claim is produced by the member or appealed if the member disagrees with the decision of the Union. The appeal panel shall be determined by an independent chair assisted by two senior lay representatives who have been chosen by the Executive Council. The Appeal committee's decision is final.

### **Evidence Required**

A completed Loss of Limb, eye or digit form should in all cases be accompanied with an explanation of the accident that caused the loss and where possible evidence should be provided (media reports, police reports, an entry in the employer's accident book and or witness statements). This should include the date, time and location of the accident. Medical reports should be included to show clearly the loss of limb, eye or digit or part therefore. Where the member is claiming for loss of use of limb, eye or digit clear evidence must be provided to show that the limb, eye or digit cannot be used ever again.

### **(m) Permanent Disability**

A qualifying member (4 weeks of paying Enhanced membership at the time of the accident and not more than 6 weeks in arrears) who suffers an accident which causes permanent disability may claim one of the permanent disability benefits. Permanent disability shall mean a disability which has lasted 12 months and which is beyond hope of recovery and will, in all probability, continue for the remainder

of the member's life. Members cannot claim both loss of limb or eye or digit and permanent disability benefit. Additionally members cannot claim more than one of any occupation permanent disability benefit, equivalent occupation permanent disability and total temporary disability benefit.

#### **Any occupation permanent disability:**

Up to £25,000 is payable if the member is prevented from any and all occupations due to the injuries sustained from an accident.

#### **Equivalent occupation permanent disability:**

£10,000 is payable if the member is prevented from their occupation or equivalent for which the member is suited, given their skills and experience due to the injuries sustained from an accident. The EC have absolute and final discretion on what is an equivalent occupation.

The following exclusions from the permanent disability benefit apply:

- (i) Whilst serving with any regular armed force or with any irregular force (other than whilst training as a volunteer or reservist with a regular armed force).
- (ii) As the result of some injurious act intentionally inflicted by the member upon themselves or some hostile act on their part towards another person (not being in bona fide self-defence) or disease or natural causes or the member's own criminal act (e.g. speeding, reckless driving or driving under the influence of alcohol or recreational/non-prescription drugs or any other road traffic offence) or their intentional participation in civil commotion or
- (iii) Extreme sports, including but not limited to mountaineering or rock climbing normally requiring the use of guides or ropes; pot holing and other underground activity; racing (other than swimming or on foot); participating in sport tours and competitions; professional sports; ice hockey; horse riding which involves jumping; trampolining; wet-biking, jet skiing or powerboating; white water canoeing, kayaking, or rafting; scuba diving; flying (other than as a fare-paying passenger in a licensed aircraft); parachuting, bungee jumping; free flight including hang gliding; hunting; driving or riding on motorcycles/quad bikes/mountain bikes/snow mobiles off road or in races; downhill skiing and snowboarding (except for dry slope) and any activity that involves firearms or weaponry.

Successful claims can be up to £25,000 in value for any occupation permanent disability benefit for accidents on or after 1<sup>st</sup> September 2016. For accidents before this date there is a lower maximum amount.

Successful claims can be up to £10,000 in value for equivalent occupation permanent disability benefit for accidents on or after 1<sup>st</sup> September 2016. For accidents before this date there is a lower maximum amount.

Rejected claims can be reviewed if new evidence that supports a member's claim is produced by the member or appealed if the member disagrees with the decision of the Union. The appeal panel shall be determined by an independent chair assisted by two senior lay representatives who have been chosen by the Executive Council. The Appeal committee's decision is final.

## Evidence Required

A completed Permanent Disability form should in all cases be accompanied with an explanation of the accident that caused the disability and where possible evidence should be provided (media reports, police reports, an entry in the employer's accident book and or witness statements). This should include the date, time and location of the accident. Medical reports should be included to show clearly the level of disability. In addition if the member is in receipt of any benefit from the Department of Work and Pensions, such as Personal Independence Payment (PIP), Disability Living Allowance (DLA) or Employment Support Allowance (ESA) it should be submitted with the member's claim.

## (n) Temporary Total Disability

A qualifying member (4 weeks of paying Enhanced membership at the time of the accident and not more than 6 weeks in arrears) who suffers an accident which causes total disability which has lasted more than 12 months and is expected to last at least more than 24 months may claim temporary total disability benefit. £5,000 is payable if the member is prevented from any and all occupations for at least two years, but not indefinitely due to the injuries sustained from an accident. Members must have exhausted the full 51 week sickness benefit prior to claiming this benefit and must be able to provide evidence that their injuries from the accident will prevent them for another 12 months. Members cannot claim more than one of any occupation permanent disability benefit, equivalent occupation permanent disability and total temporary disability benefit. A member who claims and receives a Temporary Total Disability Benefit whose condition becomes permanent can claim a top up benefit up to the applicable any occupation permanent disability or equivalent occupation permanent disability level.

The following exclusions from the temporary total disability benefit apply:

- (i) Whilst serving with any regular armed force or with any irregular force (other than whilst training as a volunteer or reservist with a regular armed force).
- (ii) As the result of some injurious act intentionally inflicted by the member upon themselves or some hostile act on their part towards another person (not being in bona fide self-defence) or disease or natural causes or the member's own criminal act (e.g. speeding, reckless driving or driving under the influence of alcohol or recreational/non-prescription drugs or any other road traffic offence) or their intentional participation in civil commotion or
- (iii) Extreme sports, including but not limited to mountaineering or rock climbing normally requiring the use of guides or ropes; pot holing and other underground activity; racing (other than swimming or on foot); participating in sport tours and competitions; professional sports; ice hockey; horse riding which involves jumping; trampolining; wet-biking, jet skiing or powerboating; white water canoeing, kayaking, or rafting; scuba diving; flying (other than as a fare-paying passenger in a licensed aircraft); parachuting, bungee jumping; free flight including hang gliding; hunting; driving or riding on motorcycles/quad bikes/mountain bikes/snow mobiles off road or in races; downhill skiing and snowboarding (except for dry slope) and any activity that involves firearms or weaponry.

This benefit is effective from the 1<sup>st</sup> January 2019 and therefore any claim which involves an accident prior to this date will be rejected.

Rejected claims can be reviewed if new evidence that supports a member's claim is produced by the member or appealed if the member disagrees with the decision of the Union. The appeal panel shall be determined by an independent chair assisted by two senior lay representatives who have been chosen by the Executive Council. The Appeal committee's decision is final.

### **Evidence Required**

A completed Disability form should in all cases be accompanied with an explanation of the accident that caused the disability and where possible evidence should be provided (media reports, police reports, an entry in the employer's accident book and or witness statements). This should include the date, time and location of the accident. Medical reports should be included to show clearly the level of disability. In addition if the member is in receipt of any benefit from the Department of Work and Pensions, such as Personal Independence Payment (PIP), Disability Living Allowance (DLA) or Employment Support Allowance (ESA) it should be submitted with the member's claim.

### **(o) Maternity Benefit**

Maternity benefit may be claimed by any female qualifying member (26 weeks of paying Enhanced membership and not more than 6 weeks in arrears at the date of the birth) who is absent from work by reason of Maternity leave. The member must pay full subscriptions through the benefit period and be in compliance at the time of the claim.

This benefit is payable from the first day of absence for a maximum of 39 weeks. If the mother does not take her full 39 weeks maternity benefit entitlement she can claim the remaining weeks if she produces evidence that her spouse/partner has taken shared parental leave to look after the newborn child/children. Payment will only be made to the mother who is the member.

Enhanced Members whose maternity leave is greater than 39 weeks who remain employed but without pay from their employer (often the case for members on maternity leave beyond 39 weeks) are eligible to have all Unite contributions waived for up to three years (in three month increments) from the date the leave commenced upon production of evidence that they meet the above criteria (this is known as Enhanced Reduced Income Benefit). If the member exhausts their maternity benefit and are still in receipt of some pay (but under 50%) they may claim Reduced Income Benefit. Please see Reduced Income Benefit for more information.

Having exhausted benefit entitlement, a member shall not be entitled to further assistance in the shape of maternity or adoption benefit until 52 weeks have elapsed from the end date of their previous claim.

Please note members claiming for a period of maternity leave before 1<sup>st</sup> January 2019 will be paid at the previous rate of £15 per week. If a member has a claim that starts before 1<sup>st</sup> January 2019 and ends after this date they cannot receive more than £390 (i.e. they receive 10 weeks at £15 per week before 1<sup>st</sup> January 2019 and then after 1<sup>st</sup> January 2019 they receive £10 per week for 24 weeks. The member has only had 34 weeks of benefit but has received the maximum £390 benefit).

### **Evidence Required**

A completed maternity benefit form should in all cases be accompanied with evidence of maternity leave for the period in which the member is claiming maternity benefit. Birth certificates or a Mat B1 form (in the member's name as the Mother) will also suffice as evidence of maternity leave taking place. Where a

member is claiming for waived Unite contributions following a 39 weeks maternity claim they must produce evidence that they are employed and on no pay to qualify.

### **(p) Adoption Benefit**

Adoption benefit may be claimed by any qualifying member (26 weeks of paying Enhanced membership and not more than 6 weeks in arrears at the date of which the adoption leave commences) who is absent from work by reason of adopting a child (under the age of 18) and is the main adopter. If the member is legally the “second adopter” they may be entitled to Paternity benefit. Please see Paternity on how to claim for the period of absence due to adoption. The member must pay full subscriptions through the benefit period and be in compliance at the time of the claim.

This benefit is payable from the first day of absence for a maximum of 39 weeks. If the main adopter does not take their full 39 weeks adoption benefit entitlement they can claim the remaining weeks if they produce evidence that their spouse/partner has taken shared parental leave to look after the newly adopted child/children. Payment will only be made to the main adopter who is the member.

Enhanced Members whose adoption leave is greater than 39 weeks who remain employed but without pay from their employer are eligible to have all Unite contributions waived for up to three years (in three month increments) from the date the leave commenced upon production of evidence that they meet the above criteria (this is known as Enhanced Reduced Income Benefit). If the member exhausts their Adoption benefit and are still in receipt of some pay (but under 50%) they may claim Reduced Income Benefit. Please see Reduced Income Benefit for more information.

Having exhausted benefit entitlement, a member shall not be entitled to further assistance in the shape of Maternity or Adoption benefit until 52 weeks have elapsed from the end date of their previous claim.

Please note members claiming for a period of adoption leave before 1<sup>st</sup> January 2019 will be paid at the previous rate of £15 per week. If a member has a claim that starts before 1<sup>st</sup> January 2019 and ends after this date they cannot receive more than £390 (i.e. they receive 10 weeks at £15 per week before 1<sup>st</sup> January 2019 and then after 1<sup>st</sup> January 2019 they receive £10 per week for 24 weeks. The member has only had 34 weeks of benefit but has received the maximum £390 benefit)

### **Evidence Required**

A completed adoption benefit form should in all cases be accompanied by proof of adoption/placement or a letter from your social worker, proof that the member is the “main adopter” and proof of the period of absence of work due to the adoption of a child. Where a member is claiming for waived Unite contributions following a 39 weeks maternity claim they must produce evidence that they are employed and on no pay to qualify

### **(q) Paternity Benefit**

Paternity benefit may be claimed by any qualifying member (26 weeks of paying Enhanced membership and not more than 6 weeks in arrears at date of birth or date adoption leave commences) who is absent from work by reason of paternity leave. This is available to fathers (biological and adoptive), husbands, civil partners and partners of either sex who live with the mother or “main adopter” in an enduring family relationship who have the main responsibility (apart from or in addition to the mother or “main adopter”) for bringing up the child or children.

This benefit is payable from the member's first day of absence for a maximum of 2 weeks (10 days).

Having exhausted benefit entitlement, a member shall not be entitled to further assistance in the shape of any of these benefits until 52 weeks have elapsed from the end date of their previous claim.

### **Evidence Required**

A completed paternity benefit form should in all cases be accompanied with evidence of paternity leave for the period in which the member is claiming paternity benefit. A Birth certificate/proof of adoption, which mentions the member's name, will also suffice as evidence of paternity leave taking place.

### **(r) Reduced Income Benefit (RIB)**

Reduce income benefit can be claimed by:

- (i) qualifying Members (13 weeks of paying membership excluding Special Discounted Rate/RMP membership and not more than 6 weeks in arrears), whether on full time, part-time or Low Pay, or an apprentice rate; and
- (ii) who are unable to carry out their duties due to temporary Illness, Injury, Maternity, Paternity, Adoption, Shared Parental Leave, Career Break, Sabbatical, Carer Leave and Extended Bereavement (but are still employed); and
- (iii) can prove they are on a qualifying leave from their employer; and
- (iv) can prove that their gross taxable income has been reduced by at least 50% or that they are only in receipt of Statutory Sick or Maternity Pay (SSP or SMP)

Reduced Income Benefit is the difference, after 7 days of absence of a qualifying absence, between the member's membership type at the basic level (not including additional benefits and branch funds) and 55p per week (excluding the initial 1 week period).

Reduced Income Benefit can be claimed for periods in the past (for a maximum period of one year from the date of application) and also for confirmed periods in the future (these will only be paid up to a maximum of 3 months in advance).

Reduced Income Benefit cannot be claimed for periods when an Enhanced member is also claiming for Sickness, Maternity, Adoption, Shared Parental Leave or Paternity benefits. Enhanced Members who exhaust 39 weeks Maternity or 52 weeks sickness benefits can have their subscriptions waived for up to three years if they stay employed but are on no pay at all (this is known as Enhanced Reduced Income Benefit). If the member is still receiving pay at the end of their other benefit claim but is less than 50% then they can claim Reduced Income Benefit from the day after their other benefit (maternity/Sickness etc) has ceased. No 7 days qualification period is required for Enhanced members who have previously waited 7 days to claim a previous benefit if it is immediately followed by Reduced Income Benefit.

Please note members who are unemployed or retired can remain members of the Union at 55p per week without claiming Reduced Income Benefit by joining one of the Back to Work, Retired Member Plus or Community scales.

### **Evidence Required**

A completed Reduced Income Benefit form should in all cases be accompanied by evidence of a reduction of 50% or greater in gross taxable income for the period of the claim or are only in receipt of SSP/SMP and evidence that the member is absent from work due to a reason listed in r.ii above.

### **(s) Enhanced Reduced Income Benefit**

Enhanced members who exhaust 51 weeks sickness benefit or 39 weeks maternity or adoption benefits entitlement are eligible to have all Unite contributions waived for up to three years (in three month increments) if they are employed but are receiving no pay. This can be applied from the next day after the end date of the benefit they have just claimed.

Note: Enhanced members taking unpaid dependant carer/compassionate leave would also be eligible for this (up to the three year maximum) but not those taking other unpaid leaves (for example, career breaks or sabbaticals).

Members claiming this benefit remain eligible to accident benefits (Fatal Accident, Any Occupation Permanent Disability, Equivalent Occupation Permanent Disability, Total Temporary Disability and Loss of Limb/Eye/Digits benefits), Convalescent and Funeral but cannot claim Sickness, Maternity, Adoption, Paternity or Reduced Income Benefit.

### **Evidence Required**

Following a successful complete Sickness, Maternity or Adoption benefit, the member must produce evidence that they are still employed but in receipt of no pay. In most cases payslips would be sufficient but a letter from the employer or a member's contract stating they are not receiving pay should be sufficient.

### **Definitions**

"Accident" shall mean an unintentional sudden event which results in physical harm.

"Accident Benefits" shall mean benefits that require an accident to have occurred as one of the criteria of the claim. This includes fatal accident benefit, total permanent disability benefit, equivalent occupation permanent disability benefit, temporary total disability benefit, loss of limb, eye, or digit benefits.

"Additional Benefits" – includes but not limited to DriverCare contributions, enhanced membership payments and association funds.

"Administrative Error" – An error made by an employee of Unite the Union in the administration of a member's Unite benefit claim. The EC have final decision on whether an administrative error has occurred.

CMA – Communication Managers Association.

EC - The Executive Council (EC) is comprised entirely of lay members whom have been elected democratically.

Former Amicus Members – Members who belonged to the trade Union "Amicus" prior to the merger with the TGWU. For administration purposes the date of the merger was 1<sup>st</sup> September 2009.

GS – General Secretary.

“Illness” shall mean a disease or disorder to the body or mind which has established underlying physical or psychological cause.

“Injury” shall mean physical harm or damage to the body caused by violent external and visible means.

“Membership Type” – In relation to Reduced Income Benefit shall mean either a Full Time, Part Time, Low Pay or an apprenticeship level between 1 and 4.

Members in the United Kingdom – This shall mean that members who belong to either the South East, London and Eastern, South West, Wales, West Midlands, East Midlands, North East, North West, Scotland or Northern Ireland regions. Members in the Republic of Ireland region are subject to Unite the Union Republic of Ireland Benefit Policy and Guidance Document.

Scale shall mean the type of membership a member is on. The current available scales to new joiners are: Enhanced Full Time, Enhanced Part Time, Enhanced Low Pay, Basic Full Time, Basic Part Time, Basic Low Pay, Basic or Enhanced Apprentice 1-4, Retired Member Plus, Back to Work, Community and Full Time Education.

TGWU – Transport and General Workers Union.

UCATT – Union of Construction Allied Trades and Technicians.

Working rate of subscription shall mean members who are on an Enhanced Full Time, Enhanced Part Time, Enhanced Low Pay, Basic Full Time, Basic Part Time, Basic Low Pay or an Apprentice rate (Basic or Enhanced 1-4).