

Welplan Building Engineering Services Employee Benefits Scheme Scheme Rules



Crown House Technologies Ltd

welplan



SUMMARY

The Scheme operates in the following way:

- a The Employer notifies Welplan of all Operatives to be included in the Scheme. New starters and leavers can be introduced or removed from the Scheme at any time.
- b The Employer pays a weekly contribution for each Operative to provide benefits covering:
 - i death
 - ii absence due to sickness or accident
 - iii accidental dismemberment
 - iv permanent total disability

- c Where an Operative is eligible for benefits, **and where the Employer has observed the Scheme**, the appropriate benefit will normally be paid by Welplan to the Operative via the Employer.

Note: Death benefit is normally only payable to the Operative's dependants (if any) and payment is at the absolute discretion of the trustee company Welplan Ltd.

- d Where the Employer fails to observe the Scheme, he remains responsible for the payment of the appropriate benefits as called for by the Operative's Contract of Employment.

SECTION A - RULES GOVERNING ENTITLEMENT AND PAYMENT

- 1 All Operatives shall be entitled to sickness and accident benefit and other benefits under the Scheme as hereinafter provided.

Although this section uses the expressions 'entitlement' and 'eligibility' to benefits and the 'liabilities' of Welplan Ltd, Operatives should note that the award of the following benefits is at the discretion of Welplan Ltd up to a maximum amount agreed from time to time with the Employer (and similar expressions where used in this section in relation to the following benefits shall be construed accordingly):

- i sickness and accident benefit (see rule **A16**)
- ii death benefit (see rule **A26**)
- iii accidental dismemberment benefits (see rule **A34**)
- iv permanent total disability benefit (see rule **A40**).

Rates

- 2 The rates of benefit shall be:

- a agreed from time to time with the Employer
- b enumerated in Appendix 1 to these Rules
- c reviewed from time to time by the Employer to take account of changes in wage rates, income tax, statutory sick pay or in National Insurance sickness, accident and disability benefits.

The amount of death benefit is subject to rules **A26** and **A28**. In addition, there are limits under tax law on the maximum amount of pension and lump sum death benefits that can be paid without incurring a tax charge. (Details are available on request from Welplan).

Payment by Welplan Ltd

- 3 Where an Operative is entitled to benefit(s) under the Scheme, benefit(s) shall be paid by Welplan Ltd subject to the observance of the Scheme by the Employer including payment of weekly contributions for all Operatives.

Payment by Employer(s)

- 4 Where an Operative is entitled to benefit(s) under the Scheme, benefit(s) shall be paid by the Employer if he has not fulfilled the conditions in rule **A3**. The procedure to be followed should be adapted as necessary and the same conditions for payment of benefits shall apply (see also rule **A26**).

Employment Qualification

5 To fulfil the employment qualification (which is not always required) an Operative must at the time of incapacity, disability, accident or death:

- a be in the active employment of the Employer under a relevant Contract of Employment; and
- b have been in such active employment for at least four weeks of the eight weeks preceding the incapacity, disability, accident or death.

Notes:

Active Employment: *Active employment means any period during which an Operative is employed under a relevant Contract of Employment as defined in Section 230(2) of the Employment Rights Act 1996, and is either:*

- a available and able to discharge his/her employment duties and/or carry out his/her work, in accordance with the terms of his/her employment contract; or*
- b is unable to discharge his/her contractual duties in circumstances where he/she is entitled to receive payment in respect of sickness and accident benefit under the terms of these Rules.*

Except that any Operative who is absent by reason of annual leave, bereavement leave (as defined in his/her employment contract), maternity, paternity, adoption or parental leave, time off for trade union duties and activities in accordance with the ACAS Code of Practice, public duties for which time off is required under the Employment Rights Act 1996 or any other reason for which the Operative can produce evidence to the satisfaction of the Employer that such absence was due to circumstances beyond the Operative's control shall be deemed to be in active employment for the period of that leave or absence.

Service Qualifications: *If the Employer has properly paid weekly contributions for the Operative then at least four weeks' contributions will therefore have been paid for the operative in the preceding eight weeks. An Operative entering the Industry for the first time must serve at least four weeks' active employment with an Employer under a relevant Contract of Employment and the employer must have paid at least four weeks' contributions in the first eight weeks of employment for the Operative to be entitled to benefits. Once the four weeks' active employment have been completed, weeks also count where no contributions were paid because of prolonged absence due to sickness or accident.*

Sickness and Accident Benefit

- 6 The combined payment to which an Operative shall be entitled when sick shall be a sum equal to any statutory sick pay due under the regulations made under the Statutory Sick Pay Act 1994, plus any sickness and accident benefit due under rule **A2** for the same period.
- 7 An Operative shall be entitled to sickness and accident benefit under the Scheme if:
 - a he/she fulfils the employment qualification in rule **A5** and
 - b as a result of bodily injury or sickness he/she is unable to attend work or to engage in any gainful occupation for wage or profit and
 - c he/she provides, for periods of absence for sickness/accident of four complete days up to and including seven complete days, a self-certificate of incapacity or, for periods of absence for sickness/accident in excess of seven days, a self-certificate of incapacity for the first seven days and thereafter a certificate of incapacity from a registered medical practitioner.

Note:

Self Certificate: Any one of the following will be accepted as a self-certificate:

- i the Employer's own form of self-certificate obtainable from the Employer*
- ii HM Revenue and Customs (HMRC) form of self-certificate (SC2), available from doctors' surgeries, hospitals, Jobcentre Plus and HMRC offices or their website*
- iii Welplan form of self-certificate printed on the reverse side of the Welplan sickness and accident benefit claim form, obtainable from the Employer.*

Doctor's Certificate: Evidence from a registered medical practitioner may be:

- i a copy of a Statement of Fitness for Work (MED3), or*
- ii the Welplan supplementary claim form.*

- 8 Subject to rule **A7**, payment of benefit shall:
 - a begin on the fourth day of disability, i.e. there will be no payment in respect of the first three days of disability unless the disability lasts at least four weeks (as defined in rule **A9**), in which case payment will be made retrospectively for the first three days of disability,
 - b be calculated on a seven day week basis (including Saturday and Sunday),
 - c be paid for a maximum period of up to 52 weeks for any one continuous period of disability,
 - d be paid (in cases where an Operative's registered medical practitioner has recommended a phased return to work, i.e., a temporary period of part-time working involving complete days at work) only for complete days of absence.

NB: No sickness and accident benefit shall be paid when an Operative works reduced hours daily (in cases when his/her registered medical practitioner has recommended a temporary period of altered or reduced hours of daily attendance).

- 9 Periods of disability certificated by self-certificates or a registered medical practitioner separated by up to eight weeks which qualify to be paid under rule **A7** shall be added together to form one period of disability.
- 10 No benefit shall be payable for a disability which results from or is caused directly or indirectly by:
 - a self-inflicted injury or illness while sane or insane
 - b insurrection or war whether war has been declared or not, or any act incidental thereto, or participation in any riot or strike.

- 11 No benefit shall be payable for any disability which commences while an Operative is on strike whether official or unofficial, but benefit shall be payable if the strike commences after an Operative suffers a disability. Benefit shall always be payable in respect of any period of a disability which continues after the end of a strike: in which case the first three days of disability referred to in rule **A8** shall include days of disability during the period of the strike.
- 12
 - a Sickness and accident benefit may be paid to an Operative on holiday, if he is prevented from taking his holiday by virtue of the period of sickness absence or accident, provided a doctor's certificate is furnished in accordance with rule **A7c**.
 - b Days of disability whilst on holiday shall count towards the three waiting days only if the Operative has elected to take those days as sick leave rather than holiday.
- 13 Rules **A6-A12** shall be reviewed following any change by the Government to the system of Statutory Sick Pay or other statutory sickness and accident and disability benefits and modifications to these rules shall be effective from the same date as the Government changes.
- 14 Liability for payment of benefit shall be in accordance with rules **A3** and **A4**.
- 15 Where Welplan Ltd is liable for payment the Operative must submit to his/her Employer a self-certificate of incapacity and benefit will only be payable if this is done promptly. Payment shall be made weekly to the Operative through his/her Employer.
- 16 Payment by Welplan Ltd shall be at the absolute discretion of the trustee company, Welplan Ltd, both as to eligibility and amount.
- 17 Where an Operative is eligible for benefit in respect of a disability and his/her employment is (for any reason) terminated during the period of the disability, this shall not prejudice or otherwise affect the Operative's continuing eligibility for benefit in respect of that disability.
- 18 If there is insufficient medical evidence available to substantiate continued payment of benefit under rule **A17**, a supplementary claim form will be issued by Welplan Ltd and must be completed by a registered medical practitioner and returned to Welplan Ltd before further payments are made.
- 19 In all cases, Welplan Ltd (or the Employer) shall have the right to require the Operative to undergo a medical examination by an independent registered medical practitioner to obtain a second opinion.

Death Benefit

- 20 All Operatives shall be entitled to death benefit under the Scheme subject to the conditions set out below.
- 21 Where death arises from an accident at work or travelling to or from work the Operative shall be eligible for death benefit (regardless of age or service) if at the time of the accident he/she was in the active employment of an Employer under a relevant Contract of Employment.

Note

Accident at Work: *Death shall be deemed to have arisen at work from an 'accident at work' where death occurred as a direct result of a specific incident which resulted in physical harm to the Operative and which took place either whilst the Operative was lawfully present on work premises or during the course of an Operative carrying out his duties under his contract of employment. For the avoidance of doubt this does not include death following the development of an occupational illness over a period of time, including death following an illness which has arisen as a direct result of the specific incident.*

- 22 Where death arises from any other cause the Operative shall (subject to rule **A28**) be eligible for death benefit if, at the time of death, he/she was under age 75 and he/she either:
- a fulfilled the employment qualification in rule **A5**; or
 - b would have fulfilled the conditions in rule **A22a** but for the fact that within four weeks prior to death his/her employment had been terminated and he/she had remained unemployed up to the time of death.
- 23 Death benefit shall normally only be payable to the Operative's dependants (if any) i.e. normally to such person or persons who are wholly or partially dependent upon the Operative for their maintenance.
- 24 Liability for payment of death benefit shall be in accordance with rules **A3** and **A4**.
- 25 Where Welplan Ltd is liable for payment, a claim for death benefit must be submitted on a form obtained from Welplan Ltd, together with an extract of the Operative's birth certificate, death certificate and marriage certificate (where appropriate).
- 26 Payment by Welplan Ltd shall be at the absolute discretion of the trustee company, Welplan Ltd, both as to eligibility and amount.

The amount of the death benefit shall have regard to any prior payment in respect of accidental dismemberment benefits and/or permanent total disability benefit under the Scheme and to the period between payment of such benefits and the death (see rules **A2**, **A28**, **A29-34** and **A35-40**).

- 27 Where the Employer is liable for payment, the Operative's dependants may seek the guidance of the trustee company as to their entitlement.

28 Disability Waiver

Where an Operative

- a suffers continuing disability (subject to reasonable proof) after eligibility for sickness and accident benefit has ceased; and
- b at the time of the disability, he/she fulfilled the employment qualification in rule A5; and
- c at the time of death was under the State Pension Age

he/she shall while so disabled, regardless of whether or not his/her employment is terminated, be eligible for death benefit (subject to rule A41).

Under this rule the amount of death benefit shall (subject to rules A2 and A26) be at the rate in force at the time of death.

Accidental Dismemberment Benefits

- 29 All Operatives shall be entitled to accidental dismemberment benefits under the Scheme subject to the conditions set out below.
- 30 In all cases payment of benefit is conditional upon loss of limbs or digits or sight occurring by accidental means within 90 days of the accident, but excluding self-inflicted injury, insurrection, war or riot, disease or infection, bodily or mental infirmity or dismemberment caused by medical or surgical treatment, commission of assault or felony by the Operative, taking of poison or inhalation of gas.
- 31 An Operative shall be eligible for benefit(s) if he/she either:
- a fulfils the employment qualification in rule A5 and (subject to rule A30) loses by accidental means one or more limbs or one or more digits or sight of one or both eyes
- or
- b would have fulfilled the qualification in rule A31a but for the fact that within four weeks prior to accidental injury his/her employment had been terminated and he/she remained unemployed up to the time of the accidental injury.

Note: The benefit entitlement is halved for loss of sight in one eye only.

- 32 Liability for payment of accidental dismemberment benefits shall be in accordance with rules A3 and A4.
- 33 Where Welplan Ltd is liable for payment, a claim must be submitted on a form obtained from Welplan Ltd together with proof of claim substantiated by such medical evidence as shall be required by Welplan Ltd.
- 34 Payment by Welplan Ltd shall be at the absolute discretion of the trustee company, Welplan Ltd, both as to eligibility and amount.

Permanent Total Disability Benefit

- 35** All Operatives shall be entitled to permanent total disability benefit under the Scheme subject to the conditions set out below. Permanent total disability benefit is intended as a contribution towards compensating an Operative for his/her reduced earnings potential following permanent total disablement. Entitlement ceases on reaching State Pension Age or (if disablement arises from an accident at work or while travelling to or from work) five years after reaching State Pension Age.
- 36** In all cases, subject to rule **A35**, payment of benefit is conditional upon permanent total disablement from gainful occupation, by accidental or natural causes, but excluding self-inflicted disablement or disablement resulting from insurrection, war or riot, or the commission of assault or felony by the Operative.
- 37** An Operative shall be eligible for the benefit when he/she:
- a i** has fulfilled the employment qualification in rule **A5** and (subject to rule **A36**) is permanently and totally disabled from gainful occupation; and
 - ii** has received the maximum sickness and accident benefit entitlement (under rule **A8**)
- or
- b** would have fulfilled the qualifications in rules **A37a i** and **ii** but for the fact that within four weeks prior to the expiry date for maximum sickness and accident benefit entitlement his/her employment had been terminated and he/she had remained unemployed up to the time of the disablement.
- 38** Liability for payment of permanent total disability benefit shall be in accordance with rules **A3** and **A4**.
- 39** Where Welplan Ltd is liable for payment, a claim must be submitted on a form obtained from Welplan Ltd, together with proof of the claim substantiated by such medical evidence as shall be required by Welplan Ltd.
- 40** Payment by Welplan Ltd shall be at the absolute discretion of the trustee company, Welplan Ltd, both as to eligibility and amount.

Effect of Payment of Permanent Total Disability Benefit on Entitlement to Death Benefit (Residual Death Benefit)

41 Subject to rules **A35-A37**, after an incapacitated Operative has received 52 weeks' sickness and accident benefit he/she will be invited to be assessed for eligibility for payment of permanent total disability benefit.

If the Operative opts not to be assessed or, after assessment, is found not to be permanently totally disabled, he/she will be entitled to ongoing death benefit cover under rule **A28** ('Disability Waiver') or, if he/she returns to active employment, under rules **A21** and **A22**.

Where an Operative is assessed for permanent total disability benefit and is found not to be permanently totally disabled, and therefore entitled to Disability Waiver, he/she cannot subsequently qualify for permanent total disability benefit.

Payment of permanent total disability benefit shall restrict the Operative's entitlement to death benefit under rule **A28** as follows:

- i the amount of death benefit is reduced by the amount of the permanent total disability benefit paid; and
- ii the maximum duration of the death benefit cover shall be no more than three years, calculated from the date of the total disability payment, or until the attainment of State Pension Age, whichever is the earlier.

Operatives remaining in Active Employment beyond State Pension Age

42 Sickness and accident benefit, accidental dismemberment benefits, death benefit (under rule **A21** and **A22**) and permanent total disability benefit arising from an accident at work or whilst travelling to or from work (under rule **A35**) shall be provided for Operatives in active employment beyond State Pension Age. For the avoidance of doubt, provision of disability waiver (rule **A28**) and permanent total disability benefit where disability is not due to an accident at work or whilst travelling to or from work (rule **A35**) are excluded from these arrangements as entitlement shall cease at the State Pension Age. Residual death benefit (rule **A41**) shall cease as specified at point ii of rule 41.

SECTION B - INTERNAL DISPUTE RESOLUTION PROCEDURE

- 1 You (your beneficiaries or your representatives) can complain about any aspect of the Scheme in writing to:

The Chief Executive Welplan Ltd, Old Mansion House, Eamont Bridge, Penrith, Cumbria CA10 2BX

Email: contact@welplan.co.uk
- 2 You must give:
 - a your name and address
 - b your date of birth
 - c your National Insurance number
 - d a clear statement of your complaint
 - e a full explanation of the reasons why you are aggrieved.
- 3 Within two months of receiving your complaint the Chief Executive of Welplan Ltd must have replied to you in writing. The reply must clearly state either:
 - a the decision reached (including reference to the relevant scheme rules, legislation and any discretion exercised), or
 - b if the Chief Executive cannot reach a decision within two months, the reasons for delay and a revised date for a full response.
- 4 If you do not agree with the decision reached by the Chief Executive concerning your complaint, then you should write (under Private and Confidential cover) to the Chairman of the Trustee Board of Welplan Ltd. You must do this within six months of receiving the Chief Executive's decision and give:
 - a your name and address
 - b your date of birth
 - c your National Insurance number
 - d a copy of the Chief Executive's decision
 - e a statement of your reasons for disagreeing with it
 - f a request for it to be considered.
- 5 Within two months of receiving your statement of disagreement, the Chairman of the Trustee Board must have reviewed that first decision and you must have received (in writing from him/her) either confirmation of it or a changed decision.
- 6 If the complaint is about the death benefit element of the Scheme then the letter from the Chairman to the Trustee Board will also indicate your beneficiary's or your Representative's right, if they still remain in disagreement, to pursue a complaint with The Pensions Advisory Services (TPAS), with the Pensions Ombudsman, and with The Pensions Regulator. (The addresses will also be confirmed at that time.)

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Contact Welplan for further information on:

- Freephone: 0808 168 4440
- Fax: 01768 860401
- E-mail: peb@welplan.co.uk
- Visit our website at www.welplan.co.uk

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