

1. Eligibility

All employees engaged in the Engineering Construction Industry will be enrolled in the scheme by their Employer, without medical evidence being required.

If you are absent from work due to illness when you become eligible to join the scheme, your enrolment will take effect as soon as you return to continuous active employment on your full contracted hours.

2. Qualification for Benefit

You will be able to receive benefits, as set out in this booklet, as soon as you have been enrolled as an eligible employee by your Employer.

3. Death Benefit

If you should die whilst

- a) in the service of your Employer or
- b) within eight weeks of being made redundant and provided you have been continuously unemployed since being made redundant, the lump sum benefits, as set out at 1(a) and 1(b) in the Schedule of Benefits, will be paid as decided by the trustee company (see clause 10. Discretionary Trusts) upon production of an original death certificate.

You should note however that Conditional Death Benefit (1(b)) is only payable if confirmation is received by Welplan, from the ECIA that there has been no related sympathy stoppage or walkout on any Blue-book site.

4. Additional Fatal Accident Benefit

If death is a result of an occupational or site accident or during daily travel to/from work and occurs within 12 calendar months of the date of the accident, an additional lump sum benefit, as set out in the Schedule of Benefits, will be paid as decided by the trustee company (see clause 10. Discretionary Trusts) upon production of a Coroner's or Procurator Fiscal's Report confirming accidental death.

5. Disablement Benefit

If you should suffer bodily injury caused by an occupational or site accident, which results in loss, as set out in Benefit 2.2 of the Schedule of Benefits, a lump sum benefit will be paid to you through your Employer upon production of proof of claim substantiated by such medical evidence as shall be required.

Loss of Sight and/or Dismemberment

Loss must occur within 12 months of the date of accident. Loss of sight means total and irrecoverable loss of all sight in one or both eyes. Loss of limb means loss by amputation or permanent loss of use of an entire hand, arm, foot or leg. Loss of finger or toe means loss by amputation or permanent loss of use of an entire finger or toe.

Permanent Total Disablement

Permanent Total Disablement means total disablement due to bodily injury which has lasted for 27 consecutive weeks and, at the end of such period, medical opinion being that you are totally and permanently disabled from attending or giving attention to any occupation for remuneration or reward and such condition being beyond all hope of recovery or improvement. In exceptional circumstances, when permanent disability can be formally diagnosed and certified earlier than 27 weeks, the payment can be made as soon as practicable.

6. Weekly Sickness and Accident Benefit

The benefit under this clause for any period of incapacity will be increased by the amount of Statutory Sick Pay payable to you by your Employer under the terms of the Social Security Contributions and Benefits Act 1992 (and associated regulations) for the same period of incapacity. Benefit will also be payable in addition to any Incapacity Benefits that may become payable by Jobcentre Plus. In accordance with government legislation, any benefit paid under this clause forms part of your emoluments of employment and is subject to deduction of PAYE Tax and National Insurance Contributions (where applicable) through your Employer's normal pay system.

a) If you are unable to attend work or engage in any gainful occupation for wage or profit due to personal sickness or accidental bodily injury, the amount of Weekly Benefit as set out in the Schedule of Benefits will be paid to you weekly by your Employer.

b) Benefit is payable from and including the eighth consecutive day of incapacity for up to a maximum of 26 weeks.

In addition, if sickness absence lasts at least 8 weeks, benefit for waiting days 4 to 7 of the first (waiting) week of sickness absence will be paid retrospectively.

Where a new period of incapacity lasting for eight or more consecutive days commences within eight weeks of a previous period of absence from work this shall be deemed to be a continuation of the previous period for the purposes of calculating waiting days before benefit becomes payable and also for the maximum period for which benefit will be paid.

c) A self-certification of absence form, obtainable from your Employer, must be completed and returned to your Employer at the end of the first seven consecutive days of incapacity, or on return to work if earlier. Where incapacity lasts for more than seven days, a certificate signed by a doctor must be provided from and including the eighth day, and a final certificate to return to work. All certificates must be sent to your Employer. Failure to provide certificates of incapacity, as stated above, will disqualify you from receiving benefit.

d) Benefit is not payable for any period of incapacity which commences whilst you are on strike, whether official or unofficial, or during any period immediately following notification of intended strike action.

e) Benefit is not payable for any period for which you receive holiday pay or when laid off with a guaranteed payment under your contract of employment or payment made in accordance with any Act(s) of Parliament relating to employment protection.

7. Notification of claims

Lump Sum Benefits (Clauses 3, 4 and 5)

Notice of a claim must be given to your Employer within a reasonable period following death or disablement.

Weekly Benefit (Clause 6)

If you are absent from work due to sickness or injury you should, wherever possible, notify your Employer immediately by telephone. Where your Employer is notified later than this rule requires he may, nevertheless, make payment if he is satisfied that there is a good reason for the delay in notifying absence.

8. Exclusions

Benefit(s) shall not be payable for:

Clauses 3, 4, 5 and 6

a) Sickness or disease commencing, or bodily injury occurring, prior to your enrolment as an eligible employee under the scheme.

Clauses 4, 5 and 6

b) Any physical defect or infirmity which existed prior to an accident covered by the scheme.

c) Your being under the influence of or affected (temporarily or otherwise) by alcohol, drugs or insanity.

d) Wilful exposure to needless peril (except in an attempt to save human life) or committing or attempting to commit suicide.

e) Death or disablement arising from engaging in aviation (except as a passenger).

f) Childbirth or pregnancy.

g) War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military or usurped war.

h) Sickness occurring outside of the United Kingdom except whilst on short business or holiday trips to Europe.

9. Termination of Benefit Entitlement

Entitlement to benefits will automatically terminate:

- a) If you cease to be employed by your Employer (see Notes below).
- b) If you wilfully make any fraudulent claim.

Notes applicable to Clause 9(a)

If, whilst employed by your Employer and a member of the scheme, you suffer a bodily injury which, within 12 calendar months of the date of the accident, results in death or disablement, you may still be entitled to an Accident Lump Sum Benefit, as set out in the Schedule of Benefits, notwithstanding that your Employer may have terminated your employment from a date earlier than that upon which death occurs or disablement is established.

Weekly benefit entitlement ceases on the date of leaving service.

Death Benefit is subject to rule 3.

10. Discretionary Trusts

Death benefit(s) payable in accordance with clauses 3 and 4 are paid by Welplan Ltd. In the event of your death, Welplan Ltd will decide who shall receive the death benefit(s) in consultation with ECIA.

Potential beneficiaries will include your spouse/civil partner, children, and other relatives and dependants.

You should complete the expression of wish form provided by your Employer to ensure that, when Welplan Ltd is deciding who receives the death benefit(s), it can take account of your wishes (although you should note that Welplan Ltd has sole discretion over who receives the benefits and is not bound to act on this nomination).

11. Scheme Rules

This booklet is a synopsis of the benefits, terms and conditions of the two trusts which provide you and your dependants with the benefits described above. In the event of any conflict between this booklet and the terms of the trusts, the terms of the trusts will prevail.

BENEFITS

1 DEATH BENEFIT

	06.01.2020
(a) Death by any cause	£35,000
(b) Conditional death benefit	£35,000

2 ACCIDENT LUMP SUM BENEFITS

2.1 ACCIDENTAL DEATH

	06.01.2020
Fatal Accident due to occupational or site accident or during daily travel to/from work	£40,000

2.2 PERMANENT DISABLEMENT

due to an occupational or site accident	06.01.2020
(a) Loss of sight – one eye	£10,000
– two eyes	£25,000

Total loss by amputation or permanent loss of use of –	
(b) (i) One limb (hand, arm, foot or leg)	£10,000
(ii) Two or more limbs	£25,000
(c) Big toe	£1,000
(d) Any other toe	£500

	Right Hand	Left Hand
(e) Four fingers or a thumb	£2,000	£2,000
(f) Index finger	£1,250	£950
(g) Any other finger	£750	£450

Payment in respect of a left-handed person will be reversed where the claim is under items (e), (f) or (g).

(h) Permanent total disablement from resuming any occupation for remuneration or reward – payable after 27 consecutive weeks of disability (may be earlier in exceptional circumstances).	£50,000
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3 SICKNESS BENEFIT

Weekly Benefit (payable from 8th day of absence due to personal sickness or injury, for up to a maximum of 26 weeks).

In addition, if sickness absence lasts at least 8 weeks, benefit for waiting days 4 to 7 of the first (waiting) week of sickness absence will be paid retrospectively.

Grades	Weeks	07.07.2014
1, 2 & 3	2 to 27	£132.00
4, 5 & 6	2 to 14	£132.00
4, 5 & 6	15 to 27	£229.60

MAXIMUM LUMP SUM BENEFIT FORMULAE FOR ANY ONE EMPLOYEE

Death due to any cause

Death Benefit BENEFITS 1(a) AND 1(b)

Accidental death due to occupational or site accident or during daily travel to/from work

Fatal Accident benefit BENEFIT 2.1 AND

Death benefit BENEFITS 1(a) AND 1(b)

Accident NOT resulting in death

Permanent Disablement benefit – as per scale (Benefits 2.2 (a)-(h)) up to a maximum for any one accident of £50,000.

SPECIAL NOTE

The benefits set out in this booklet are the levels required under the terms of the National Agreement for the Engineering Construction Industry. Some of these benefits may be provided under an alternative arrangement, instead of by Welplan. If an alternative arrangement applies you will be separately notified by your Employer.

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Vers 7.1 January 2021



welplan



Engineering Construction Industry
Welfare Benefits Scheme

for
**EMPLOYEES ENGAGED IN THE
ENGINEERING CONSTRUCTION INDUSTRY**

(effective 4 January 2021)

Administered by

Welplan Ltd