

health-on-line

Business Priority Health

Group Secretary Guide and Annual Agreement

April 2018



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Questions about the plan

Call us about administering or changing the plan on:

0800 587 0957

Monday to Friday, 8:30am to 5:30pm

If anyone needs to make a claim:

0345 600 7696

Monday to Friday, 8am to 6pm

Confidential health information from the Health at Hand helpline

0800 003 004

24 hours a day, every day



We may record and/or monitor calls for quality assurance, training and as a record of our conversation.

1. Overview of Business Priority Health

This section explains how the plan will operate and what you can expect from us.

It also explains what we need you to do as the Group Secretary of the plan.

1.1 > Summary of the Business Priority Health plan

1.2 > Summary of the Business Priority Health 6 plan

1.3 > The main things we don't cover in the Business Priority Health plans

1.4 > How the plan works with pre-existing conditions and symptoms of them

This product meets the demands and needs of a business seeking medical insurance cover for their employees' medical needs.

Words and phrases

Plan

When we use 'plan' we mean the contract of insurance with the company.

This is a change from the previous contract held with each eligible employee and takes effect for all renewals from 1 April 2018. We have amended the wording in the Agreement to reflect this change in contract style so please read this through carefully. Please contact your helpline if you have any queries.

'We', 'us' or 'our'

When we use 'we', 'us' or 'our' we mean AXA PPP healthcare who is the insurance company who underwrite this product.

1.1 > Summary of the Business Priority Health plan

The Business Priority Health plan offers your members cover for necessary treatment of new medical conditions that arise after they join. It doesn't cover them for treatment of medical conditions that existed, or they had symptoms of before joining. However, in some circumstances they may have joined on a different basis, please refer to the 'How your membership works' section of the handbook for further information. There is also no cover for ongoing, recurrent and long-term conditions (also known as chronic conditions).

Business Priority Health is a modular UK private medical insurance plan, so levels of cover can be chosen to create the package. The main benefits are described as 'Core cover'.

Core cover includes:

If your members are in-patients or day-patients:

- ✓ Private hospital and day-patient unit fees as long as your members use a hospital or day-patient unit in the hospital list.
- ✓ No yearly limit on specialist fees as long as your members use a Priority Health specialist.
- ✓ Accommodation for one parent is paid in full while a child (under 16) is in hospital. We'll also pay for one parent to stay in hotel accommodation near the hospital. This child must be covered by the plan and having treatment covered by it.
- ✓ Treatment of cancer, including radiotherapy and chemotherapy.

If your members are out-patients:

- ✓ No yearly limit for surgery.



Other benefits:

- ✓ Ambulance transport, which is medically necessary, to transport your member between facilities when they are having in-patient or day-patient treatment
 - ✓ Health at Hand - Direct telephone access to our healthcare experts for your members and their family
 - ✓ Working Body - If your members experience muscle, bone or joint pain, they can speak to a physiotherapist over the phone without the need to see a GP first. Please note: to use this service members will need to be aged 18 or over.
 - ✓ Cash payment if your members have chemotherapy or radiotherapy free on the NHS.
- » [For further details about Core Cover, see Section 1.3 in the membership handbook.](#)

1.2 > Summary of the Business Priority Health 6 plan

The Business Priority Health 6 plan offers your members the same benefits as Business Priority Health but with the Six week Safety net included. The Six week Safety net means that your members' cover is for in-patient treatment, day-patient treatment, surgical procedure and out-patient radiotherapy and chemotherapy, only if the NHS can't give them that treatment within six weeks of when treatment should take place.

As your members have the Business Priority Health Six week Safety net, if the NHS can give them the hospital treatment they need within six weeks of the date on which treatment should be undertaken, then they must use the NHS.

If your members have an 'Out-Patient Option', they can go privately for out-patient consultations and diagnostic tests that do not involve surgery and CT, MRI or PET scans, whatever the length of the NHS wait.

» [For further details about the benefits included in the Business Priority Health 6 plan please see Section 1.1 of this Group Secretary Guide](#)

1.3 > The main things we don't cover in the Business Priority Health plans

Like all health insurance policies, there are a few things that your group plan isn't designed to cover.

We've listed a summary of the more significant things here.

The main things we don't cover:

- Pregnancy and childbirth
- Treatment of medical conditions your members had, or had symptoms of before they joined
- Treatment of ongoing, recurrent and long-term conditions (chronic conditions)

- Fees for services that would normally be carried out by a GP practice, dentist or optician.

Six week Safety net option (in addition to the previous page)

- In-patient treatment, day-patient treatment, surgical procedure and out-patient radiotherapy and chemotherapy, if the NHS can give your members that treatment within six weeks of when treatment should take place.
- Emergency or urgent treatment.

The main things we don't cover depending on the Options your members have:

- If they don't have an out-patient Option, they do not have any cover for out-patient consultations or diagnostic tests including CT, MRI and PET scans.
- If they don't have the Therapies Option, they do not have cover for fees for physiotherapists, osteopaths or chiropractors
- If they don't have the Mental Health Option, they do not have cover for any psychiatric treatment
- If they don't have the Dentist and Optician Cashback Option, they do not have cover for dentists' or opticians' fees.

» For more details, see Section 3 in the membership handbook

1.4 > How the plan works with pre-existing conditions and symptoms of them

Health insurance is usually designed to cover treatment of new medical conditions that begin after your members join. Their cover for treatment of conditions they were aware of or had already had when they joined depends on what they told us about their medical history when they joined.

2.1 > Sales

When we sell our policies directly to customers we provide information to help customers make the right decisions for their needs but we do not offer a personal recommendation for any of our policies. You may also have bought the plan through an intermediary or broker, in which case they will inform you whether they offer a personal recommendation.

2.2 > How do I add new members to the plan?

Call us on 0800 587 0957 and we will send you the forms you need to add people to the plan.

It's easy to add colleagues or their family members this way. However, you may choose to restrict when colleagues can add family members.

Each colleague who wants to join the plan will need to fill in an application form. We will not be able to add them until we have received their form and accepted them.

2.3 > Do I need to tell colleagues anything before they join?

Yes, please make them aware of the following:

- how we will use their data (please ask them to read the section below called 'What we do with your personal data')
- the rules about joining the company plan
- when the plan renews, and that they will be in a yearly contract after this
- which family members they can add
- that joining a private medical insurance plan may affect the amount of income tax they pay
- whether or not they will need to pay any excess on the plan
- whether their plan will cover any conditions they may already have
- if they would like a copy of the membership handbook before they join, please call us.

2.4 > How do I remove someone from the plan?

If you need to remove someone from the plan, please call us on 0800 587 0957 as soon as possible. Please let us know as soon as possible before the employee is due to leave and not later than 30 days after they have left – otherwise we may continue to charge you their premium. Your employees can benefit with our continuation options by calling us on 01202 544445.

2.5 > How do I change our level of cover?

You're very welcome to change your Options, set up a different level of cover, or change your excess. To do this, simply call us on 0800 587 0957 and let us know at least 30 days before the plan is due to start or to renew.

Please note that we cannot make these changes during the plan year, so your changes will apply from the beginning of your next plan year. Your changes will apply to all colleagues on that level of cover.

2.6 > How do I pay premiums?

We will send you an invoice:

- when you first take out the plan
- each time you renew, and
- if you add or remove any members.

We offer several payment options:

Paying yearly:

You can pay yearly by cheque (please make it payable to AXA PPP healthcare Limited) or by Direct Debit. If you pay yearly, we'll give you a 5% discount off your premium – you'll see this on your invoice.

If a member leaves and we need to reimburse part of your premium, we will refund your account.

Paying monthly:

You can pay monthly by Direct Debit. If you do this, we will adjust your payments automatically if you add or remove members.

2.7 > How long can children stay on their parent's cover?

Children can stay on a parent's cover as long as they are under 30 years old.

2.8 > Can members add newborn babies?

Yes. If a member has a baby after joining the plan, they can add the newborn baby to their cover.

If members contact us within three months of the baby's birth, we can normally add the baby from their date of birth, and the member will not need fill in any medical forms.

However, we will require details of the baby's medical history if the baby has been adopted or was born after either parent has taken any prescription or non-prescription drug or other treatment to increase fertility, or as the result of any method of assisted conception such as IVF.

2.9 > What documents will you send members?

To keep all members informed, we will send their membership statement each year either in the post or direct them to customer online where they can log in to view their statement. They can always access an up-to-date version of their handbook online.

If we send a member's documents to you, please give them to the member straight away.

2.10 > What happens if a member breaks the terms of the plan?

If a member breaks any terms of the plan that we reasonably consider to be fundamental, we may do one or more of the following:

- refuse to pay any of their claims;
- recover from them any loss caused by the break;
- refuse to renew their membership to the plan;
- impose different terms to their cover on the plan;
- end their membership of the plan and all cover immediately.

If they (or anyone acting on their behalf) claim knowing that the claim is false or fraudulent, we can refuse to pay that claim and may declare their plan void, as if it never existed. If we have already paid the claim we can recover what we have paid from them.

If we pay a claim and the claim is later found to be wholly or partly false or fraudulent, we will be able to recover what we have paid from the member.

2.11 > What else do I need to tell members?

Please tell members if their cover changes in any way, either at renewal or at any other time.

2.12 > Who do I call if I have any questions?

If you have any questions at all about running the plan, please call your group adviser on 0800 587 0957.

2.13 > What restrictions are there on members' cover?

Each member on the plan may have different rules and restrictions on their cover. We show all individual restrictions on the member's membership statement. The restrictions that apply to everyone on the plan are in the membership handbook.



2.14 > How does the excess work?

Adding an excess to the plan is a simple way to reduce the premium you pay.

The excess applies:

- once each plan year
- to each person covered.

The person covered is responsible for paying the excess amount. We will take the excess off the amount we pay for the claim.

Because the excess applies once each plan year, if the person's treatment goes over the renewal date, they will need to pay two excesses – one for each plan year.

If you would like to add an excess to the plan, or change the excess you have, please call your group adviser. We currently offer the following excess levels:

- £100
- £250
- £500.

2.15 > How do you work out my premium and reward low claims?

If your company doesn't make many claims, we believe we should reward you.

However, if we only base premiums on how many claims are made, this could mean your premium varies considerably from year to year, and one large claim could make a significant difference to the price you pay.

So we work out your premium in a way that gives you the best of both worlds: it protects you from the effects of large claims, but still rewards you if you make fewer claims than average.

Here's how it works. We base your premiums on several factors, including:

- the plan
- any excess on the plan
- the hospitals you can use
- how many people are covered
- how old the members are
- how we're covering medical conditions the members already had when they joined (their underwriting)
- any claims they've made.

We will then put the plan into a 'rating pool' of companies that are broadly the same across these factors.

When we work out your premium at renewal, we'll look again at these factors and any recent claims experience. Then, if necessary, we'll move the plan to a different rating pool that's a better match. When we look at the price for each rating pool, we take into account what kind of claims all smaller companies are making, not just yours. What this means is that your premium will reflect the claims the plan has made, but there are some important safeguards too.

For example:

- we'll review the plan's claims in the wider context, not just your claims over one year
- if the plan has made any unusually large claims, we can review these in the context of the size of the plan.

This means your premium will always be in line with other similar plans, and your premium won't change excessively from year to year.

2.16 > Our Hospital List and Priority Health specialists

The hospital list includes details of the hospitals that Business Priority Health members can use. We would always recommend that if your member needs treatment, they have it at one of the hospitals on the list. This will mean they can go ahead with their treatment knowing that the fees will be paid.

If they have any treatment at a private hospital or day-patient unit that is not in the hospital list but is still recognised by AXA PPP healthcare, we will only pay 60% of the charges that AXA PPP healthcare would normally pay to that hospital or day-patient unit. The member will be responsible for paying the full amount of the charges.

If it is medically necessary for them to have treatment in any private hospital or day-patient unit not in the hospital list and we have specifically agreed to this in writing before the treatment begins, then we will pay those hospital charges.

Priority Health specialists are chosen specially to provide treatment to our members. If your member has treatment from them, you can relax knowing that their charges will be covered.

If they see a specialist who is recognised by AXA PPP healthcare but who is not a Priority Health specialist we will only pay 60% of the charges that would normally be paid by AXA PPP healthcare. The member will be responsible for paying the remaining charge.

You can see details of the hospitals and specialists, and find one near you, on your Group Secretary site.

2.17 > Underwriting options

If you have chosen a moratorium

If your members joined us on moratorium terms, it means that they won't have cover for treatment of medical problems they had in the five years before they joined us until:

- they've been a member for two years in a row, and
- they've had a period of 12 consecutive months, since they joined that have been trouble-free from that condition.

By trouble-free, we mean that they haven't:

- seen any medical professional, including GPs, specialists, practitioners, osteopaths or physiotherapists
- taken any drugs (even over the counter drugs) or followed a special diet
- had any medical treatment.

If they joined us from another health insurer, and we carried on their moratorium from that insurer, the rules may be slightly different, and we may start the moratorium from when it originally began on their previous insurance.

If you have chosen Fully underwritten or full medical underwriting

'Fully underwritten' means we asked your members for details of their medical history, including any pre-existing conditions, before they joined. We then worked out their cover based on the information we received.

We have listed any special terms or exclusions on their membership statement.

If you have chosen Continued Medical Exclusions (CME)

If your members joined us on 'continuing medical exclusions' terms, we are carrying on their underwriting for medical conditions from their previous health insurer. We have listed any special terms or exclusions on their membership statement.

If you have chosen Medical history disregarded (MHD)

If your members joined us on 'medical history disregarded' terms, we accepted any pre-existing conditions when we worked out your members' cover.

Addition of family members

Family members on a Medical History Disregarded (MHD) plans will only be eligible for MHD under the following circumstances:

- If they join at the same time as the lead member
- If they join within 13 weeks of the date the lead member joins
- New spouses, civil partners or any person (whether or not of the same sex) living permanently in a similar relationship with the lead member if added within 13 weeks of them qualifying as a family member as outlined in the membership handbook glossary.
- New-born children must be added from their date of birth and the completed 'Addition of family members form' received within 3 months of their birth date (and not be adopted or conceived through assisted conception).

If a family member is added at any other time, they must declare their full medical history and will be fully underwritten.

Please note:

- This is our default position and alternate arrangements may apply where this has been separately agreed by us.
- This information is subject to change.

2.18 > What we do with your personal data

Please show this section to everyone who wants to join the plan, or make them aware of it.

Here is a summary of the data privacy notice that you can find on the AXA PPP healthcare website axapphealthcare.co.uk/privacynotice.

Please make sure that everyone covered by the plan reads this summary and the full data privacy notice on the AXA PPP healthcare website. If you would like a copy of the full notice call us on 0800 587 0957 and we'll send you one.

We want to reassure you we never sell personal member information to third parties. We will only use your information in ways we are allowed to by law, which includes only collecting as much information as we need. We will get your consent to process information such as your medical information when it's necessary to do so.

We get information about you and the family members who are covered by the plan from you, those family members, your healthcare providers, your employer (if you are on a company scheme), your insurance broker if you have one and third party suppliers of information, such as credit reference agencies.

We process your information mainly for managing the plan and claims, including investigating fraud. We also have a legal obligation to do things such as report suspected crime to law enforcement agencies. We also do some processing because it helps us run our business, such as research, finding out more about you, statistical analysis for example to help us decide on premiums and marketing.

We may disclose your information to other people or organisations. For example we'll do this to:

- manage your claims, e.g. to deal with your doctors;
- manage the plan with your insurance broker
- help us prevent and detect crime and medical malpractice by talking to other insurers and relevant agencies; and
- allow other AXA companies in the UK to contact you if you have agreed.

Where our using your information relies on your consent you can withdraw your consent, but if you do we may not be able to process your claims or manage the plan properly.

In some cases you have the right to ask us to stop processing your information or tell us that you don't want to receive certain information from us, such as marketing communications. You can also ask us for a copy of information we hold about you and ask us to correct information that is wrong.

If you want to ask to exercise any of your rights just call us on 0800 587 0957 or write to us.

The Agreement between AXA PPP healthcare Limited and the company

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1 > Purpose and Extent

- 1.1 The **company** wishes to purchase private medical insurance for the benefit of all, or certain of, its employees from **AXA PPP healthcare**. The **company** and **AXA PPP healthcare** are each described as a 'party' or together the 'parties' in this **Agreement**.
- 1.2 The purpose of the **Agreement** is therefore to set out the arrangements entered into between the **company** and **AXA PPP healthcare** whereby **cover** will be provided by **AXA PPP healthcare** to the **company** for the benefit of those employees.

2 > Definitions

Unless we give a different meaning to them in this **Agreement**, words and phrases in bold have the same meaning as set out in the glossary of the member's handbook. Additional definitions are set out below:

- 2.1.1 "**Agreement**" means this agreement between the **company** and **AXA PPP healthcare**, including the **membership handbook** ;
- 2.1.2 "**AXA PPP group**" means **AXA PPP healthcare** and any other **company** which is for the time being its direct or indirect **subsidiary** or direct or indirect holding **company** or a direct or indirect **subsidiary** of any such **holding company**, and where the context so permits, any of those companies;
- 2.1.3 "**AXA PPP healthcare**" means a company registered in the United Kingdom under number 03148119, whose registered office is at 5 Old Broad Street, London EC2N 1AD;
- 2.1.4 "**company**" means the legal entity or company who is purchasing private medical insurance for the benefit of all, or certain of, its employees from **AXA PPP healthcare**, and who is named in the Group Application Form, as completed by the company and returned to **AXA PPP healthcare** ;
- 2.1.5 "**company group**" means the **company** and each of its direct or indirect subsidiaries or direct or indirect holding companies or a direct or indirect **subsidiary** of any such holding companies;
- 2.1.6 "**confidential information**" means any information of a confidential nature relating to the business of the parties disclosed by a party or its **representatives** (whether before or after the **effective date**) to the other party and/or that party's **representatives** in relation to this **Agreement**, including, without limitation, the **premium**, details of **AXA PPP healthcare's** systems, software and hardware and any information regarding the p or otherwise relating to the affairs of the **company** which may be acquired by **AXA PPP healthcare**, in connection with the performance of this **Agreement**;
- 2.1.7 "**cover**" means the private medical insurance benefits and associated health services provided under this **plan** which are described in detail in this **Agreement** and the **membership handbook**;

- 2.1.8 “Data Protection Legislation”** means: (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the **processing** of **personal data** to which a **party** is subject, including the Data Protection Act 1998 (“**DPA**”) and EC Directive 95/46/EC (the “**DP Directive**”) (up to and including 24 May 2018) and the **GDPR** (on and from 25 May 2018) or, in the event that the UK leaves the European Union, all legislation enacted in the UK in respect of the protection of **personal data**; and (b) any code of practice or guidance published by a **relevant regulator** from time to time;
- 2.1.9 “effective date”** shall mean the commencement date or **renewal date** of the **plan**;
- 2.1.10 “eligible employees”** shall be the individuals currently employed by the **company** (and/or a **company group**) and accepted by **AXA PPP healthcare** as members under the **plan**;
- 2.1.11 “FCA”** means the Financial Conduct Authority and/or any successor body and their officers and agents;
- 2.1.12 “force majeure event”** means any circumstances beyond the reasonable control of either party, an **AXA PPP group** company or a third party service provider engaged in accordance with this **Agreement**, which prevents the affected party from performing this **Agreement** and which may include, Acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction of any overriding emergency procedures, accident, fire, flood, and storm, acts or omissions of any persons for whom either party, an **AXA PPP group** company or a third party service provider engaged in accordance with this **Agreement** is not responsible, and any strikes or any industrial action affecting the **cover** under this **Agreement** and outside the control of the party relying on the force majeure event.
- 2.1.13 “FSMA”** means the Financial Services and Markets Act 2000;
- 2.1.14 “GDPR”** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);
- 2.1.15 “holding company”** shall have the meaning set out in s.1159 of the Companies Act 2006;
- 2.1.16 “intellectual property”** means logos, trademarks, trade or business names, service marks, design rights, database rights, domain names, copyright, patents, utility models, know-how and any other similar rights, whether or not registered, and all applications for the same, as may exist anywhere in the world;
- 2.1.17 “membership handbook”** means the handbook terms containing details of the benefits and limitations of the **cover** as shown on the Business Priority Health Group Secretary site

- 2.1.18** “**plan**” means the terms and conditions contained in this **Agreement**, including the **membership handbook**, entered into by the **company** with **AXA PPP healthcare** in order to provide the **eligible employees** with insurance cover.
- 2.1.19** “**PRA**” means the UK Prudential Regulation Authority and/or any successor body and their officers and agents;
- 2.1.20** “**regulatory requirements**” means all applicable statutes, statutory instruments, orders, regulations and codes of practice (whether or not having the force of law) in force from time to time, and in particular but without limitation the requirements, rules, regulations, guidance and codes of practice of **FSMA** and the **relevant regulator**;
- 2.1.21** “**relevant regulator**” means the **PRA**, the **FCA**, the Competition and Markets Authority, the UK Information Commissioner’s and/or any successor body and any other person in any jurisdiction, which has regulatory or supervisory authority over all or any part of the business or activities of any of the **parties** and their officers and agents;
- 2.1.22** “**renew**” means the entry by the **company** into a new **Agreement** with **AXA PPP healthcare** for a further year (and “renews”, “renewal” and “renewed” shall be construed accordingly);
- 2.1.23** “**renewal date**” means the date on which this **Agreement** renews;
- 2.1.24** “**representatives**” means in relation to each party:
- a) employees and officers, and those of the **company group** and **AXA PPP group**, that need to know the **confidential information** for the purpose of this **Agreement**;
 - b) its professional advisers, which shall be limited to the parties’ lawyers, accountants and auditors;
 - c) in relation to **AXA PPP healthcare** only, a sub-contractor who needs to know the **confidential information** for the purposes of providing the **cover** in accordance with this **Agreement**; and
 - d) any other person to whom the other party agrees in writing that **confidential information** may be disclosed in connection with this **Agreement**.
- 2.1.25** “**premium**” means the amount payable by the **company** to **AXA PPP healthcare** for the year in return for **AXA PPP healthcare** providing **cover** for the benefit of **eligible employees** and family members;
- 2.1.26** “**subsidiary**” shall have the meaning set out in s.1159 of the Companies Act 2006;
- 2.2** In this **Agreement**:
- 2.2.1** unless the context otherwise requires, use of any gender includes the other genders and use of the singular includes the plural and vice versa;
- 2.2.2** references to “persons” includes natural persons, bodies corporate (wherever incorporated), unincorporated associations, partnerships and other unincorporated bodies;
- 2.2.3** references to Clauses, Schedules and Appendices are to clauses, schedules and appendices of this **Agreement** and references to Paragraphs are to paragraphs of the relevant Schedule or Appendix, as appropriate;

- 2.2.4 the Schedules and Appendices are an integral part and shall be interpreted accordingly;
- 2.2.5 all headings are for ease of reference only and shall not affect the interpretation of this **Agreement**;
- 2.2.6 references to any statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time; and shall include all subordinate legislation or statutory instrument made from time to time under that statute or statutory provision; and
- 2.2.7 any words following the terms "including", "includes", "in particular", "for example" or any similar expression shall also mean "without limitation".

3 > Cover

In return for payment of the **premium** by the **company AXA PPP healthcare** agrees to provide the **cover** for the year to the **company** and members of the **company group** for the benefit of **eligible employees** and their family members in accordance with the terms and conditions of this **Agreement** and the **membership handbook**.

4 > Eligibility

- 4.1 The **company** hereby warrants that all **eligible employees** as at the **effective date** will be included and that other employees who become eligible for inclusion subsequently will be included from the first day on which they become eligible.
- 4.2 Family members who are eligible for inclusion will be included from the same date as the eligible employee or from the date on which the person concerned first satisfied the definition of family member contained in the **membership handbook** glossary. If any family member is not included within 3 months of the date of first eligibility they may join subsequently, but will then be subject to the full medical underwriting irrespective of any agreement which may exist between **AXA PPP healthcare** and the **company** to allow enrolment without such underwriting.
- 4.3 Family members shall cease to be included on the same date as that on which the relevant eligible employee ceases to be included.
- 4.4 The **company** can (subject to Clause 5.7 below) withdraw **eligible employees** who, for whatever reason, cease to be eligible by giving written notice. The **company** can also choose to withdraw employees from the date of their 65th birthday in accordance with the exemptions allowed for under the Employment Equality (Repeal of Retirement Age Provisions) Regulations 2011. They will be withdrawn either:
 - 4.4.1 from the end of the day on which they leave the **company's** employment providing **AXA PPP healthcare** are notified beforehand; or
 - 4.4.2 from the end of the month in which **AXA PPP healthcare** receives written notice of their withdrawal: or

4.4.3 if later 30 days prior to the date the **company's** written notice is received by **AXA PPP healthcare** in which the eligible employee leave the **company's** employment.

The **company** shall immediately advise both **AXA PPP healthcare** and the eligible employee in writing when any eligible employee is no longer to be included. If the **company** fails to advise **AXA PPP healthcare** for any reason the **company** will remain responsible for the payment of the **premium** in respect of the eligible employee and their family members (if relevant) until the end of the month in which such notice is given.

4.5 The **company** may not offer any other private medical insurance **cover** through another provider to **eligible employees**.

5 > Premiums

5.1 The **premium** shall be calculated by **AXA PPP healthcare** at the beginning of the year. **AXA PPP healthcare** reserves the right to change the amount of the **premium** during a year to reflect any changes in Insurance Premium Tax or other government levies.

5.2 All undisputed **premiums** are immediately due and payable upon receipt of written notification from **AXA PPP healthcare** to the **company** or their intermediary agent. **Premiums** are payable for the year and are due annually in advance but may be paid in instalments if agreed between **AXA PPP healthcare** and the **company**.

5.3 **AXA PPP healthcare** reserves the right to discontinue immediately any agreement to accept **premiums** by instalments if any undisputed instalment shall not be received by **AXA PPP healthcare** on the date on which it was due in or for any other reason. In such event all remaining **premium** instalments in respect of that year shall become immediately due and payable. For the avoidance of doubt, the **company** shall not be entitled to terminate the **Agreement** on notice or otherwise avoid liability for payment of **premium** for the whole year.

5.4 **Premiums** paid by the **company** to an intermediary or agent shall be received and held by such intermediary or agent on behalf of the **company** and not on behalf of **AXA PPP healthcare**. Until such monies are paid to **AXA PPP healthcare** by the intermediary or agent on the **company's** behalf the **company** remains liable and responsible to **AXA PPP healthcare** for such payment.

5.5 The **company** shall be responsible for the payment of the **premium** for all **eligible employees** and family members included under this **Agreement**.

- 5.6** The **company** may recover from any **eligible employees** that part of the **premium** which relates to family members if agreed between **AXA PPP healthcare** and the **company**. The **company** may not recover any part of the **premium** relating to **eligible employees** from those employees.
- 5.7** The **company** shall obtain the agreement of **AXA PPP healthcare** in writing if, during a year, it wishes to make any changes in the numbers of **eligible employees** to be included which will affect membership by more than five percent of the total numbers which were included at the beginning of the year. If such change is agreed, **AXA PPP healthcare** shall have the right, if appropriate, to reconsider the basis of calculation of the **premium** and to require the immediate payment of any further **premium** thereby made necessary.

6 > Commencement, Renewal and Termination

- 6.1** The **cover** shall start from the **effective date**, and subject to payment by the **company** of the appropriate **premium** or part **premium** as specified by **AXA PPP healthcare**.
- 6.2** Unless otherwise agreed by **AXA PPP healthcare** in writing, this **Agreement** is for a year and is renewable on the agreed date subject to the **company** paying the **renewal premium**. **AXA PPP healthcare** will, prior to the **renewal date**, either (i) issue **renewal** terms and related documentation to the **company**, including any proposed alteration to the **cover** and/or **premium**, or (ii) notify the **company** that it does not wish to **renew** the **cover**. If the **company** confirms before the **renewal date** that it wishes to **renew cover** for a further year, the parties shall enter into a new agreement incorporating the **renewal** terms including the updated **membership handbook**.
- 6.3** Both parties reserve the right to refuse to **renew** this **Agreement** at the **renewal date**.
- 6.4** **AXA PPP healthcare** reserves the right to terminate this **Agreement**, immediately on giving the **company** written notice, if
- 6.4.1** any part of the **premium** which is undisputed remains unpaid for more than 45 days after it has become due and payable or
- 6.4.2** the **company** has deliberately misled **AXA PPP healthcare** in any way in relation to this **Agreement** or the **cover** to a degree which is reasonably likely to cause **AXA PPP healthcare**, or any **AXA PPP group company** material loss; or

6.4.3 the **company** goes into liquidation or becomes bankrupt, or if an administrator or receiver or an administrative receiver is appointed in respect of all or any part of the business of the **company**; or otherwise in accordance with this **Agreement**.

6.5 Either **AXA PPP healthcare** or the **company** shall be entitled to terminate this **Agreement**, immediately on the giving of notice, if there shall be any material breach by the other party of its obligations arising under this **Agreement** and, if such breach is capable of being remedied, such breach shall not have been so remedied within 28 days of notice in writing specifying such breach and requiring its remedy being given by that party to the other.

6.6 Upon termination of this **Agreement**, howsoever arising,

6.6.1 any outstanding **premium** then unpaid will fall due for immediate payment; and

6.6.2 **AXA PPP healthcare** shall be entitled to retain data relating to the **cover** in accordance with all applicable law, rule, regulation or professional record keeping procedure or with any requirement from any competent judicial, governmental, supervisory or regulatory body or with any existing reasonable written internal policy or procedure relating to the back-up storage of electronic data.

6.7 Any termination of this **Agreement** shall be without prejudice to any accrued rights and obligations of both parties in respect of the period for which the **premium** has been paid.

6.8 Except for Clauses 2, 5, 7, 8, 9, 11, 14 and 15 no other terms shall survive expiry or termination of this **Agreement** unless expressly provided.

7 > Liability of AXA PPP healthcare

7.1 Subject to Clause 7.2 and 7.3 the liability of **AXA PPP healthcare** under this **Agreement**:

7.1.1 in respect of any claims in respect of benefits payable to an eligible employee or family member, shall be limited to the benefits payable in respect of treatment received by the eligible employee or family member as specified in the **plan** and limited to claims notified to **AXA PPP healthcare** within any time limit specified in the **membership handbook**. In the event that any part of the **premium** remains unpaid for more than five days after it has become due and payable **AXA PPP healthcare** may suspend payment of benefits until such time as the outstanding **premium** is paid.

- 7.1.2** in respect of all other claims in relation to this **Agreement**, not falling within Clause 7.1.1 **AXA PPP healthcare's** total liability shall in no circumstances whatsoever exceed the higher of either 150% of the **premium** for the year in which the claim relates to, or £100,000, in respect of a single claim or in the aggregate for all claims under this **Agreement**, and shall be limited to claims notified to **AXA PPP healthcare** within 12 months of the end of the year in which the claim accrued.
- 7.2** Subject to Clause 7.3, in no event will **AXA PPP healthcare** be liable to the **company** whether in contract, tort (including negligence) for breach of statutory duty, or otherwise, arising under or in accordance with this **Agreement** for any:
- 7.2.1** loss of profits, loss of revenue or loss of anticipated savings;
 - 7.2.2** loss of business or opportunity, loss of goodwill or injury to reputation, loss of use or corruption of software, data or information;
 - 7.2.3** any special, consequential or indirect loss or damage, suffered by the **company**; or
 - 7.2.4** loss which arises as a result of the fraud or negligence of the **company** or as a result of a breach by the **company** of a term of this **Agreement** (or its officers, employees, agents and sub-contractors).
- 7.3** Nothing in Clause 7.1 or 7.2 is intended to exclude or restrict or shall be construed as excluding or restricting the liability of **AXA PPP healthcare** for the death or personal injury caused by the negligence, fraud or fraudulent misrepresentation of **AXA PPP healthcare**.
- 7.4** In the event that any undisputed **premium** or part of the undisputed **premium** remains unpaid after it has become due and payable in accordance with Clause 5.2 notwithstanding that an invoice may contain undisputed and disputed **premiums**, **AXA PPP healthcare** may suspend the **cover** until such time as the outstanding undisputed **premium** is paid.
- 7.5** Without prejudice to the provisions of Clause 7.4 **AXA PPP healthcare** may at its discretion continue to provide the **cover** where the undisputed **premium** for the relevant period is due and payable and remains outstanding if the benefit, service or treatment costs have been incurred in good faith and the **company** has given **AXA PPP healthcare** no reason to believe that the outstanding **premium** will not be paid. In such event if the **Agreement** is then terminated by **AXA PPP healthcare** for non-payment of **premium**, the **company** shall promptly on being given written notice from **AXA PPP healthcare** refund to **AXA PPP healthcare** the full amount of any benefits paid for any period for which no **premium** has been received by **AXA PPP healthcare**.

- 7.6** For the purposes of making and calculating the value of any claim for breach by the **company** of any of its obligations under this **Agreement**, the **company** agrees that **AXA PPP healthcare** shall be entitled to claim against the **company** for any loss suffered by an **AXA PPP group** company or other third party service provider engaged by **AXA PPP healthcare** in accordance with Clause 9 as if the failure by the **company** to discharge its obligations had occurred against and caused loss directly to **AXA PPP healthcare**.
- 7.7** In the event the **company** engages a third party to carry out administration and claims handling services in relation to the **plan**, **AXA PPP healthcare** shall not have any liability to the **company**, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any direct, indirect or consequential loss arising as a result of the appointment of such third party administrator or claims handler.

8 > Administration

- 8.1** As the purpose of the **Agreement** is to provide **cover** for **eligible employees** and family members, the **company** undertakes:
- 8.1.1** that it will advise all **eligible employees** as soon as practicable if for any reason this **Agreement** is terminated or should not be **renewed** or this **Agreement** should be terminated in accordance with the provisions of Clause 6 so that such **eligible employees** are made aware that all **cover** has ceased and that benefits will not be payable for treatment costs incurred after the termination date for **eligible employees** or family members.
- 8.2** The **company** hereby agrees to indemnify **AXA PPP healthcare** from and against any and all costs, losses and expenses incurred by **AXA PPP healthcare** or any member of the **AXA PPP group** in respect of claims made by **eligible employees** or family members, where such costs, losses and expenses arise as a result of any failure by the **company** to discharge its obligations under this **Agreement**.
- 8.3** The **company** shall designate a responsible person (the 'Group Secretary') to administer this **Agreement** in accordance with its terms and any guidance issued by **AXA PPP healthcare** from time to time and shall notify **AXA PPP healthcare** in writing of any change in the person designated.
- 8.4** The **company** shall not deliberately mislead **AXA PPP healthcare** in any way in relation to the membership, claims or benefits incurred by or paid to the **eligible employees** or family members in respect of the **cover**, to a degree which is reasonably likely to cause **AXA PPP healthcare** material loss, and shall remain

responsible for ensuring its obligations under this **Agreement** are fully discharged notwithstanding that all or any part of the **company's** obligations are delegated to an intermediary or agent who shall be deemed to be the agent of the **company**.

- 8.5** The **company** shall advise **AXA PPP healthcare** immediately if it goes into liquidation (except in respect of a reconstruction, take-over or amalgamation) or becomes bankrupt, or if an administrator or receiver or an administrative receiver is appointed in respect of all or any part of the business of the **company**.

9 > Assignment & Subcontracting

- 9.1** Neither party shall assign this **Agreement** without the prior written consent of the other, except, that **AXA PPP healthcare** may at any time assign this **Agreement** to a member of the **AXA PPP group**.
- 9.2** **AXA PPP healthcare** may sub-contract or delegate in any manner any or all of its obligations under this **Agreement**, including but not limited to engaging certain third party providers to provide certain wellbeing services under the **cover** for the benefit of **eligible employees** and family members. Such third party providers may then further sub-contract all or part of the relevant service provision at their own discretion. Any such sub-contracting shall not relieve **AXA PPP healthcare** from any of its obligations or liabilities under this **Agreement**.

10 > Confidentiality

- 10.1** Each party shall treat all **confidential information** as secret and confidential and shall not divulge such information to any persons (except to such party's own employees and then only to those employees who need to know the same, its professional advisers or as required to be divulged by law or regulatory authority) without the other party's prior written consent provided that this Clause shall not extend to information which:
- 10.1.1** was rightfully in the possession of such party prior to the commencement of the negotiations leading to this **Agreement**; or
 - 10.1.2** is already public knowledge or becomes so at a future date (other than by breach of this Clause).
- 10.2** Subject to Clause 10.3, if in accordance with this Clause 10, the recipient of the **confidential information** is entitled to disclose any of the other party's **confidential information** to a **representative**, it must procure that the **representative** is aware of the confidentiality obligations and restrictions on use and restricts any further disclosure of that **confidential information** by the **representative** and remains responsible for the **representatives'** acts and omissions.

- 10.3** In the event the **company** engages a third party auditor, the **company** may not disclose **AXA PPP healthcare confidential information** to such third party auditor if the third party auditor is a provider or supplier of private medical insurance or healthcare trust or healthcare policy administration services who are capable of providing the **cover** or are otherwise competitors of **AXA PPP healthcare** or **AXA PPP group**.
- 10.4** Each party shall be liable for the acts and/or omissions of its **representatives** in respect of this **Agreement** as if they were its own acts and/or omissions.

11 > Data Protection

- 11.1** For the purposes of this Clause 12, "**controller**", "**personal data**" and "**processing**" shall have the meanings set out in the **GDPR** and "**process**" and "**processed**" when used in relation to the processing of personal data, will be construed accordingly. Any reference to personal data includes a reference to sensitive personal data, as applicable, whereby "**sensitive personal data**" means personal data that incorporates such categories of data as are listed in Article 9(1) of the **GDPR**.
- 11.2** Both parties acknowledge and agree that, for the purposes of this **Agreement**:
- 11.2.1** **AXA PPP healthcare** is a **controller** of **personal data** concerning the employees of the company, provided to **AXA PPP healthcare** by the employees and family members in relation to receiving the benefit of the **cover**.
- 11.2.2** in the event **AXA PPP healthcare** engages third party providers to provide certain wellbeing services under the **cover** for the benefit of employees and family members in accordance with Clause 9.2 and **personal data** concerning **eligible employees** or family members is provided by the **company** or **eligible employees** or family members directly to the third party provider, the third party provider will be the **controller** of such **personal data**.
- 11.3** Each **party** shall comply with its obligations under the **Data Protection Legislation**.
- 11.4** Each **party** agrees to use all reasonable efforts to assist the other to comply with such obligations as are imposed on them by the **Data Protection Legislation**. Neither party shall, by its acts or omissions, cause the other **party** to breach its respective obligations under the **Data Protection Legislation**.
- 11.5** **AXA PPP healthcare** may provide management information as agreed with the **company** but will only provide such information in anonymised form to the extent that it will not constitute **personal data**.

12 > Intellectual Property

Subject to the relevant owning party's written consent, each party is hereby granted a non-exclusive royalty free licence from the other party to use the **intellectual property** of the other party during the continuation of this **Agreement** solely to the extent required to perform its obligations under this **Agreement**.

13 > Force Majeure

- 13.1** Neither party shall be in breach of its obligations under this **Agreement** nor otherwise liable to the other party for delay in performance or non-performance hereunder where such delay or non-performance is caused by a **force majeure event**.
- 13.2** If either party is prevented, hindered or delayed from or in performing any of its obligations under this **Agreement** by a **force majeure event** then:
- 13.2.1** that party's obligations under this **Agreement** shall be suspended for as long as the **force majeure event** continues and to the extent that party is so prevented, hindered or delayed;
- 13.2.2** as soon as reasonably possible after commencement of the **force majeure event** that party shall notify the other party in writing of the occurrence of the **force majeure event**, the date of commencement of the **force majeure event** and the effects of the **force majeure event** on its ability to perform its obligations under this **Agreement**;
- 13.2.3** that party shall use all reasonable efforts to mitigate the effects of the **force majeure event** upon the performance of its obligations under this **Agreement**;
- 13.2.4** as soon as reasonably possible after the cessation of the **force majeure event** that party shall notify the other party in writing of the cessation of the **force majeure event** and shall resume performance of its obligation under this **Agreement**;
- 13.2.5** if the **force majeure event** shall continue for more than 30 days any party shall be entitled to terminate this **Agreement** by giving to the other party not less than 14 days prior notice of termination in writing.

14 > Compliance, Anti-Bribery and Sanctions

- 14.1** The **company** shall observe strictly all instructions as to the carrying out or ceasing of the activities contemplated by this **Agreement** given to it by **AXA PPP healthcare** for a specific or indefinite period in order that **AXA PPP healthcare** may comply with all applicable **regulatory requirements**.

14.2 The **company** shall:

- 14.2.1** have and maintain in place throughout the term of this **Agreement** adequate policies and procedures to ensure compliance with the Bribery Act 2010 and enforce them where appropriate;
- 14.2.2** not do, nor omit to do anything, nor permit anything to be done by any other party, which is an offence or which may be deemed to be an offence under the Bribery Act 2010; and
- 14.2.3** notify **AXA PPP healthcare** immediately upon becoming aware or upon becoming reasonably suspicious that any activity undertaken in connection with this **Agreement** has contravened or may contravene the Bribery Act 2010.

14.3 **AXA PPP healthcare** shall not be deemed to provide **cover** and **AXA PPP healthcare** shall not be liable to pay any claim or provide any benefit in connection with this **plan** to the extent that the provision of such **cover**, payment or such claim or provision of such benefit would, in **AXA PPP healthcare's** opinion, be likely to expose **AXA PPP healthcare** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, United Kingdom or United States of America.

14.4 **AXA PPP healthcare** reserves the right to immediately cease **cover**, stop paying claims on the **plan**, or cease providing a benefit in relation to any member if such member is, directly or indirectly, subject to any sanction, prohibition or restriction described in Clause 14.3, including where relevant sanctions which apply against the eligible employee's and/or family member's country of residence. If the **company** is aware that an eligible employee and/or family member is subject to any sanction, prohibition or restriction, the **company** must inform **AXA PPP healthcare** within seven (7) days of obtaining such information.

14.5 **AXA PPP healthcare** may exercise its rights under Clause 14.4 even if that eligible employee and/or family member has permission from a relevant authority to continue receiving the **cover** or benefit under the **plan**, or if that **cover** or benefit is exempted from any prohibition or restriction.

14.6 The **company** acknowledges that the **AXA PPP group** adheres to certain principles and practices designed to prevent, detect and identify money laundering and counter terrorist financing.

14.7 Each party shall take such steps as necessary prior to the **effective date** and during the term of this **Agreement** to prevent, detect and identify money laundering and terrorist financing in connection with this **Agreement** which shall include, (but need not be limited to), the following components:

- 14.7.1 maintaining an effective anti-money laundering and counter terrorist financing regime, including detection, prevention, identification and appropriate responses;
- 14.7.2 maintaining an effective anti-money laundering and counter terrorist financing regime that complies with the **regulatory requirements**, and applicable laws, including checking financial sanctions lists;
- 14.7.3 operating a structure, procedures and mechanism for immediately reporting suspicious activity, to the extent permitted by law, through a secure reporting mechanism to a **representative** of each party (as nominated by that party in writing to the other party from time to time).

14.8 **AXA PPP healthcare** reserves the right to terminate this **Agreement** immediately if:

- 14.8.1 the **company** has failed to comply with Clause 14.2;
- 14.8.2 **AXA PPP healthcare** deem that Clause 14.3 applies or the **company** is directly or indirectly, subject to any sanction, prohibition or restriction described in Clause 14.3.

14.9 Where a party fails to comply with Clause 14.7, that party will be deemed to be in material breach of this **Agreement** that is not capable of being remedied and the other party shall have a right to terminate this **Agreement** immediately

15 > General

15.1 Subject to Clause 15.2 and 15.3 of this **Agreement**, no variation will be admitted unless it is in writing and signed on behalf of both parties by a properly authorised **representative**.

15.2 **AXA PPP healthcare** may alter the **membership handbook** terms from time to time but no alteration shall take effect until the next annual **renewal** of this **Agreement**.

15.3 **AXA PPP healthcare** may amend the terms of this **Agreement** from time to time (subject to giving 60 days prior notice in writing to the **company**) to reflect any changes in Insurance Premium Tax or any levy or imposition made under any legislation or regulation to which **AXA PPP healthcare** or any insurance under this **Agreement** may from time to time be subject.

15.4 Any notice issued under this **Agreement** must be in writing and be delivered or sent either by registered or recorded delivery post and shall be considered to have been given if sent by first class post to **AXA PPP healthcare** or the **company** at the registered office given above (or such other address as may have been notified to the other party) forty eight hours after it was posted.

- 15.5** The waiver by **AXA PPP healthcare** or the **company** of any breach of any term or condition of this **Agreement** shall not prevent the subsequent enforcement of that term or condition and shall not be deemed to be a waiver of any subsequent breach.
- 15.6** No term of this **Agreement** is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not party to this **Agreement**.
- 15.7** If any provision of this **Agreement** is declared by any judicial or other competent authority to be void voidable illegal or otherwise unenforceable (or indications to that effect are received by either party from any competent authority) the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of the **company** it may be severed from this **Agreement** and the remaining provisions of this **Agreement** shall remain in full force and effect.
- 15.8** Each party acknowledges that this **Agreement** and the **membership handbook** shown on the Business Priority Health Group Secretary site contains the whole agreement between the parties and that it has not relied upon any oral or written representation made to it by the other party or its employees or agents and has made its own independent investigations.
- 15.9** This **Agreement** supersedes any prior agreement between the parties in respect of the subject matter of this **Agreement** whether written or oral and any such prior agreements are cancelled as at the **effective date** but without prejudice to any rights which have already accrued to any of the parties.

16 > Governing Law

This **Agreement** shall be governed by and construed in accordance with the Laws of England and the parties irrevocably agree to submit to the exclusive jurisdiction of the English courts.



Any questions?

If you have any questions about running or changing the plan, please get in touch:

0800 587 0957

Open 8:30am to 5:30pm, Monday to Friday

Website

health-on-line.co.uk

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