



PPP HEALTHCARE

# Business Health Select

Group Secretary  
Guide and Terms  
and Conditions of  
your Agreement with  
AXA PPP healthcare  
April 2018

# Welcome to your company agreement with AXA PPP healthcare

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### Questions about your plan

**Phone us:**

**0800 587 0955**

Monday to Friday  
8.30am to 5.30pm

**If any of your members need  
to make a claim:**

**0800 206 1808**

Monday to Friday 8am to 8pm  
Saturday 9am to 5pm

**Write to us:**

AXA PPP healthcare  
Beechcroft House  
Ervington Court  
Meridian Business Park  
Leicester  
LE19 1WN

**Email us:**

[sme.admin@axa-ppp.co.uk](mailto:sme.admin@axa-ppp.co.uk)

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



## 1.1 > Summary of the Business Health Select plan

The Business Health Select 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 Health Select 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'.

### Cover for your members

With Business Health Select your members have 'Core cover' as standard. 'Core cover' describes their main benefits. You can then choose their Options.

#### Core cover includes:

##### If a member is an in-patient or day-patient:

- Private hospital and day-patient unit fees
- Cash payment if a member uses a hospital or day-patient unit that is not in our Directory of Hospitals
- Specialist fees
- Treatment of cancer, including radiotherapy and chemotherapy
- Accommodation for one parent while a child 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.

##### If a member is an out-patient:

- Surgery
- CT, MRI or PET scans
- Cash payment if a member has a CT, MRI or PET scan at a hospital or day-patient unit that is not in our Directory of Hospitals.

#### Other benefits:

- Ambulance transport which is medically necessary when your member is having in-patient or day-patient treatment
- Cash payment if a member has chemotherapy or radiotherapy free on the NHS that would've been covered by the plan
- Expert Help. Direct online and telephone access to our healthcare experts for your members and their family

- Dedicated Nurse telephone service providing dedicated clinical medical support for employees and their family members if diagnosed with cancer
  - 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. The physiotherapist will listen to their concerns and advise the most appropriate treatment for them. Please note: to use this service members will need to be aged 18 or over.
- » For further details about Core cover, see Section 1.1 in the membership handbook.
- » For details about your chosen Options, see Section 1.2 in the membership handbook or refer to your membership certificate.

## 1.2 > The main things we don't cover in the Business Health Select plan

Like all health insurance plans, there are a few things that aren't covered. We've listed a summary of the more significant things here, but please also see the details in the membership handbook.

### **The main things we don't cover:**

- Pregnancy and childbirth
- Treatment of medical conditions a member 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
- Fees if your member chooses to use a hospital that is not in our Directory of Hospitals.

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

- If your members don't have an Out-patient Option, they don't have any cover for out-patient diagnostic tests or consultations
  - If your members don't have the Therapies Option, they don't have cover for fees for physiotherapists, acupuncturists, homeopaths, osteopaths or chiropractors
  - If your members don't have the Mental Health Option, they don't have cover for any psychiatric treatment
  - If your members don't have the Dentist and Optician Cashback Option, they don't have cover for dentists' or opticians' fees.
- » For more details, see Sections 3 and 4 in the membership handbook

## 1.3 > Summary of the Business Health Select 6 plan

The Business Health Select 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).

### The Six Week Option

Your members have the Six Week Option with their membership. This means that their cover is for in-patient treatment and day-patient treatment and any surgical procedure if the NHS can't give them that treatment within six weeks of when treatment should take place.

### Cover for your members

With Business Health Select your members have 'Core cover' as standard. 'Core cover' describes their main benefits. You can then choose their Options.

Core cover includes:

#### If a member is an in-patient or day-patient:

- Private hospital and day-patient unit fees
- Cash payment if a member uses a hospital or day-patient unit that is not in our Directory of Hospitals
- Specialist fees
- Treatment of cancer, including radiotherapy and chemotherapy
- Accommodation for one parent while a child 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.

#### If a member is an out-patient:

- Surgery
- CT, MRI or PET scans
- Cash payment if a member has a CT, MRI or PET scan at a hospital or day-patient unit that is not in our Directory of Hospitals.

#### Other benefits:

- Ambulance transport which is medically necessary when your member is having in-patient or day-patient treatment
- Cash payment if a member has chemotherapy or radiotherapy free on the NHS that would've been covered by the plan
- Expert Help. Direct online and telephone access to our healthcare experts for your members and their family

- Dedicated Nurse telephone service providing dedicated clinical medical support for employees and their family members if diagnosed with cancer
- 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. The physiotherapist will listen to their concerns and advise the most appropriate treatment for them. Please note: to use this service members will need to be aged 18 or over.

» For further details about Core cover, see Section 1.1 in the membership handbook.

» For details about your Options, see Section 1.2 in the membership handbook or refer to your membership certificate.

## 1.4 > The main things we don't cover in the Business Health Select 6 plan

Like all health insurance plans, there are a few things that aren't covered.

We've listed a summary of the more significant things here, but please also see the details in the membership handbook.

### **The main things we don't cover:**

- Pregnancy and childbirth
- Treatment of medical conditions a member had, or had symptoms of before they joined
- Treatment of ongoing, recurrent and long-term conditions (chronic conditions)
- Fees to services that would normally be carried out by a GP practice, dentist or optician
- Fees if your member chooses to use a hospital that is not in our Directory of Hospitals
- Treatment that the NHS can give your member within six weeks of when it should take place.

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

- If your members don't have an Out-patient Option, they don't have any cover for out-patient diagnostic tests or consultations
- If your members don't have the Therapies Option, they don't have cover for fees for physiotherapists, acupuncturists, homeopaths, osteopaths or chiropractors
- If your members don't have the Mental Health Option, they don't have cover for any psychiatric treatment
- If your members don't have the Dentist and Optician Cashback Option, they don't have cover for dentists' or opticians' fees.

» For more details, see Section 3 and 4 in the membership handbook.

## **1.5 > How the plan works with pre-existing conditions and symptoms of them - applies to both plans**

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.

» For more details, see the 'Existing medical conditions' section of the membership handbook.

## **1.6 > How we cover treatment charges from specialists - applies to both plans**

### **Does the plan cover the full fees charged by specialists?**

If a member's treatment is covered, we will pay different amounts depending on what kind of arrangement we have with the member's specialist.

- Fee-approved specialist. Using a fee-approved specialist gives you the maximum reassurance, as we pay all their fees. If a member uses our Fast Track Appointments service, and they would like us to book their appointment for them, we will book it with a fee-approved specialist.
- Fee-limited specialist. The member may need to pay some of the costs.
- Specialists we do not pay for. We do not pay any of their costs.

We use these arrangements for anaesthetists too – please also see the membership handbook for further details.

### **How does this affect my Options?**

If you have practitioner, acupuncturist or homeopath charges included in your plan, we will pay eligible treatment charges up to the level shown in the Schedule of Procedures and Fees.

If you have therapist, cognitive behavioural therapist or psychologist charges included in your plan, we will pay eligible treatment charges in full.

» For more details, please see section 3 in the membership handbook





## 2.1 > Membership documents

### Member's documents

Your company is buying private healthcare insurance cover with the option of an Employee Assistance Programme for employees and if it applies, their family members.

We have to ensure that the members on the group plan are kept informed about their cover and the terms that apply to it from year to year.

We create a membership certificate and handbook each renewal year for every employee covered by the group plan. The handbook can be found on their member site and customer online.

In some cases, the documents, or a letter explaining where to access them, will be sent directly to your members. If we send your members documents directly to you, please make sure that these are given to the members so that they're aware of their cover and any changes that may have been made to the rules and benefits in their plan.

## 2.2 > Sales

When we sell our plans 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 plans. You may also have bought your plan through an intermediary or broker, in which case they will inform you whether they offer a personal recommendation.

## 2.3 > Underwriting terms

An individual member's cover may have specific underwriting restrictions depending on how they joined the group plan. If there are any specific restrictions they'll be shown on the membership certificate for that member. The terms of the cover and types of medical conditions we will not pay for can be found in the membership handbook.

» [For more details, see the sections 3 and 4 of the membership handbook.](#)

## 2.4 > Adding an employee's family member or baby to the group plan

Whether a member can add family members, including babies, to their cover depends on the agreement we have with you, their employer, as there may be restrictions on when they can add family members.

Employees who are joining the group plan will be required to complete an application form. We are unable to add a new employee to the group plan until we've received and accepted the application form.

## Who can members add

They can normally add:

- Their partner. They must be either married, in a civil partnership, or living together permanently in a similar relationship.
- Any of their children or their partner's children.

If a member would like to add a new baby to their cover, they can normally do this from their date of birth, so long as they call us within three months of their birth.

We normally will not need details of their medical history.

**Please note:** Children cannot stay on your plan after the renewal date following their 30th birthday.

## Babies born after fertility treatment, or following assisted reproduction, or who a member has adopted

A member can add a baby born after fertility treatment, or following assisted reproduction (such as IVF), or who they've adopted, to their membership. As with most health insurance, our cover for treatment has a few limits in these situations.

If a baby is born after fertility treatment, or following assisted reproduction, or if a member has adopted a baby:

- the baby will not be added from their date of birth
- we may ask for more details of the baby's medical history
- we will not cover any treatment in a Special Care Baby Unit or paediatric intensive care
- we may add other conditions to the baby's cover. For example, we may limit their cover for pre-existing conditions.

We count fertility treatment as taking any prescription or non-prescription drug or other treatment to increase fertility.

## 2.5 > Changes in cover and keeping us informed

### Applying for changes in cover

If your company wishes to apply for a change in benefits by selecting a different type of plan or for an excess to apply to the cover, please let us know at least 30 days before the group plan begins or 30 days before the group plan is due to renew.

We are unable to make these changes during the plan year. Any changes will apply to all the employees covered by the group plan and if the changes involve increases in cover certain employees may be subject to restrictions.

### Keeping employees details up-to-date

If any of your employees personal details change, it's important that you or your employee let us know as soon as possible. If you're unsure whether the change is important, it's best to tell us and we can explain if it affects their membership.

If an employee sends us any form, and anything changes between the time they sent the form and the time we confirm that we have made the change shown in the form, you must tell us.

### Employees who are leaving the group plan

Please let us know as soon as possible when you know an employee is leaving as this will allow us to keep your records up to date and avoid your company incurring the cost of subscriptions for them. We will continue to charge your group subscriptions for employees until we're told they have left your employment and should no longer be covered.

If an employee who is leaving the group plan is in the process of making a claim, we'll send your employee information about their cover continuation options, as part of our on-going duty of care.

When employees are leaving a group plan it can be an unsettling time for them, particularly if they are in the process of claiming. Your group adviser will provide you with information leaflets with options on how to continue their cover which can be passed directly to individuals leaving your group plan.

Employees leaving the group plan can also call our dedicated sales line on 0800 028 2915. Available: Monday to Friday 8am to 8pm - 9am to 1pm Saturday.

Your employees only have a limited time to benefit from these continuation options so it's important we are notified as soon as you become aware, ideally at least 30 days before the employees are due to leave, and no later than a maximum of 30 days after they have left the group plan, to avoid your company continuing to pay the subscription.

» [If you have any questions or require further leaflets please contact your group adviser.](#)

## 2.6 > 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.

## 2.7 > Having an excess

If, as part of your arrangement with us, your members pay an excess, then the subscription for your group will be reduced. The excess is applied once each year to each person covered. The individual is responsible for paying the excess amount and we'll take their excess off the amount covered by their plan for the first claim for each person in each membership year. For example, if the claim was covered for £800, and the excess was £100, we would pay £700.

### When is the excess applied?

The excess also applies for each membership year. This means that if a member incurs costs during this membership year, we will take the excess off what we pay for their claim. If they then incur more costs in the next membership year, even if it's for the same condition, we will take the excess off that claim.

If a member's claim goes over your renewal, we will take the excess off the amount we pay for their claim before renewal, then we will take the excess off the amount we pay for their claim after renewal.

For more information about the discounts your company can receive by applying an excess, please contact your group adviser.

The present range of excess options are:

Option 1: £100 Option 2: £250 Option 3: £500

» [For more details, see the section 5.2 of the membership handbook.](#)

## 2.8 > Calculating the subscription

### How do you calculate the plan subscriptions?

We believe your company should be rewarded if your claims are low. However, calculating small corporate subscriptions on claims experience alone can lead to excessive variation from one year to another.

AXA PPP healthcare gives you the best of both worlds – protection from the effects of large claims, whilst recognising lower than average claims.

### How will you calculate the subscriptions for my group plan?

Your subscriptions will be based on a number of factors including your choice of plan, level of excess, hospital cover level, the number of people in the group and their ages. We'll also consider the medical underwriting terms and any available claims information, so that your group can be allocated to a rating pool of companies whose profile is similar to your own.

These factors will also be used when calculating future renewal subscriptions, together with the claims incurred by your group. We'll gather information about the claims made and, if appropriate, move your group to another pool which more accurately reflects the claims level. The trend in claims experienced by all small corporate groups will determine the underlying price of each pool.

Plans are designed to take account of the level of claims made by your group, while having some important safeguards. Your group's claims will be reviewed across more than one year's experience and unusually large claims will be considered in relation to the size of the group. This ensures your subscription will continue to be in line with similar groups and is protected from excessive variation.

» If you have any questions please contact your group adviser.

## 2.9 > Paying the subscription

### How will I know how much my subscription will cost?

We'll send you an invoice detailing the subscription when you first take out the plan.

### What happens if I need to add a new member to the group plan?

If you need to add a new member please call us on 0800 587 0955 and our Personal Advisory team can explain any extra subscriptions to you over the phone. Payment can be taken during the phone call. Another invoice will then be sent to you showing the subscription for that member for your reference.

### How do I pay the subscriptions?

You can do one of the following:

- **Yearly by cheque or Direct Debit** (If you pay annually in advance you'll receive a 5% discount which will be reflected in your annual plan summary and invoice). If you pay yearly, and a change made results in a refund being due (which can happen, for example, when a member leaves and there is a subscription credit for part of the year which is unexpired) then they'll be deducted from subsequent payments if you pay by direct debit. Any credit at the end of the renewal year will be refunded. If you pay by cheque, a refund will be raised following the change that generates the credit.
- **Monthly by Direct Debit**. If you pay by monthly Direct Debit we'll adjust collections automatically to take account of any changes in the group and will debit your account for annual plan summaries and invoices on their due date.

Cheques should be made payable to AXA PPP healthcare and should reach us by the due date.

» If you have any questions please contact your group adviser.

## 2.10 > Directory of Hospitals

Our Directory of Hospitals lists the hospitals, day-patient units and scanning centres in the United Kingdom for which we provide cover.

### How we choose the hospitals

We've chosen these hospitals based on the quality, value and range of services that they provide. We have an agreement with them under which they will provide services to our members.

If we're unable, after reasonable negotiation, to conclude the agreement, it may be necessary from time to time for us to suspend the use of a hospital, day-patient unit or scanning centre listed in our Directory of Hospitals to protect the interests of all our members. In such an event we'll indicate the suspension on our website: [axapphealthcare.co.uk](http://axapphealthcare.co.uk)

### Using hospitals which aren't listed in the Directory of Hospitals

If it's medically necessary for you to use a hospital, day-patient unit or scanning centre not listed in our Directory of Hospitals and we have specifically agreed to this in writing before the treatment begins then we'll pay those hospital charges.

We also have specific arrangements with facilities in regard to eligible cataract and oral surgical procedures.

To be assured of cover, please make sure any members who wish to claim call our team of Personal Advisers in advance of any treatment.

» If you have any questions please contact your group adviser.

## 2.11 > 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 certificate.

### **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 certificate.

### **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) group 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 AXA PPP healthcare.
- This information is subject to change.



## 2.12 > Group Secretary notes

If your employees documents are sent to you directly, please give them to the member as soon as possible. If the cover on your group plan changes at renewal, please explain the changes to your employees. When adding new members to your group plan, please make sure you have discussed the following with the members before they complete their enrolment forms:

- data protection preferences
- eligibility to join the company plan, when the group plan is due for renewal and that it is a yearly contract
- whether members can add their family members, a full explanation can be found in this Group Secretary Guide
- income tax liability as a result of joining the group plan
- any excess that may be applied as part of your group plan, details of which can be found in this Group Secretary Guide
- any underwriting terms applicable to members eg moratorium, fully underwritten and any effects to their cover.

If new members would like to see a membership handbook prior to joining, please contact AXA PPP healthcare if you don't already have a copy.

» [If you have any questions please contact your group adviser.](#)

## 2.13 > What we do with your personal data

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

Here is a summary of the data privacy notice that you can find on our website [axapphealthcare.co.uk/privacynotice](http://axapphealthcare.co.uk/privacynotice).

Please make sure that everyone covered by the plan reads this summary and the full data privacy notice on our website. If you would like a copy of the full notice call us on 0800 587 0955 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 your 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 your 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 0955 or write to us.



## 3 > The Agreement between AXA PPP healthcare Limited and the company

### 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 **subscription**, details of **AXA PPP healthcare's** systems, software and hardware and any information regarding the **plan** 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 Health Select 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 “**subscription**” 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 **subscription** 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 **subscription** 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 > Subscriptions

- 5.1 The **subscription** 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 **subscription** during a year to reflect any changes in Insurance Subscription Tax or other government levies.
- 5.2 All undisputed **subscriptions** are immediately due and payable upon receipt of written notification from **AXA PPP healthcare** to the **company** or their intermediary agent. **Subscriptions** 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 **subscriptions** 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 **subscription** 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 **subscription** for the whole year.
- 5.4 **Subscriptions** 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 **subscription** 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 **subscription** which relates

to family members if agreed between **AXA PPP healthcare** and the **company**. The **company** may not recover any part of the **subscription** 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 **subscription** and to require the immediate payment of any further **subscription** 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 **subscription** or part **subscription** 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 subscription**. **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 **subscription**, 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 **subscription** 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 **subscription** 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 **subscription** 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 **subscription** 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 **subscription** is paid.
- 7.1.2** in respect of all other claims in relation to this **Agreement**, not falling within Clauses 7.1.1 **AXA PPP healthcare's** total liability shall in no circumstances whatsoever exceed the higher of either 150% of the **subscription** 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 **subscription** or part of the undisputed **subscription** remains unpaid after it has become due and payable in accordance with Clause 5.2 notwithstanding that an invoice may contain undisputed and disputed **subscriptions**, **AXA PPP healthcare** may suspend the **cover** until such time as the outstanding undisputed **subscription** 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 **subscription** 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 **subscription** will not be paid. In such event if the **Agreement** is then terminated by **AXA PPP healthcare** for non-payment of **subscription**, 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 **subscription** 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 plan 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 Subscription 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 Health Select 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.





**AXA PPP healthcare, Phillips House, Crescent Road, Tunbridge Wells, Kent TN1 2PL**

AXA PPP healthcare Limited. Registered Office: 5 Old Broad Street, London EC2N 1AD  
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**PPP HEALTHCARE**

PB61744a/04.18