



Your Group Insurance Contract

Foundation
October 2021

Welcome to your company contract with AXA

The following helpline should be used for all membership enquiries.

AXA helpline:

+44 (0)1892 503 856

Open 24 hours a day.

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

Address:

AXA Global Healthcare

International House

Forest Road

Tunbridge Wells

Kent, TN2 5FE

United Kingdom

Group number

The plan documents are available in other formats.
If you would like a Braille, large print or audio version please contact us.

Introduction

The purpose of the Group Insurance Contract document is to explain how your group plan will operate and what you can expect from us. It will also explain what we require you to do as the Group Secretary of the plan.

When we refer to membership we mean the employees (and any of their included family members) who are covered by the plan.

When we refer to the plan we mean the contract of insurance held with the company.

When we use ‘we’, ‘us’ or ‘our’, we mean AXA Global Healthcare (EU) Limited acting on behalf of AXA Insurance dac, which is the insurance company which underwrites this product.

Meeting your business’ demands and needs

This product meets the demands and needs of those who wish to ensure that their employees have international insurance cover for Cancer treatment, in-patient treatment, out-patient surgery and emergency evacuation and repatriation

Summary of the Foundation plan

The Foundation plan offers your members cover for necessary treatment of new medical conditions that arise after they join. It does not cover them for the treatment of medical conditions or symptoms that existed before joining unless they have joined on either a 'continuation of medical underwriting exclusions' (CME) or 'medical history disregarded' (MHD) basis. Please refer to the 'Existing medical conditions' section of the handbook for further information. There is also no cover for ongoing, recurrent and long-term conditions (also known as chronic conditions).

Cover includes:

- in-patient and day-patient treatment and associated medical practitioners' charges
- cancer treatment including radiotherapy and chemotherapy
- computerised tomography (CT), magnetic resonance imaging (MRI), and positron emission tomography (PET) scans
- out-patient surgical procedures
- in-patient and day-patient treatment of psychiatric illness

If you have the out-patient option – cover also includes:

- treatment of psychiatric illness
- out-patient medical practitioner charges, consultations, diagnostic tests, physiotherapy and complementary practitioner charges
- out-patient drugs and dressings
- vaccinations
-

Be aware:

The plan will not cover your members for:	For more information see the following sections in the membership handbook:
Normal pregnancy and childbirth.	Section 4.24
If you do not have the optional out-patient cover: Out-patient physiotherapy, medical practitioner charges for out-patient consultations, complementary practitioner charges and out-patient drugs and dressings.	Section 1.6
If you do not have the optional out-patient cover: Out-patient treatment of psychiatric illness.	Section 1.6
Recurrent, continuing and long-term conditions (also known as chronic conditions).	Section 3.3
For treatment in the UK, any in-patient or day-patient treatment, MRI, CT or PET scans or cataract surgical procedures not received in a hospital, scanning centre or facility listed in the UK Directory of Hospitals.	Section 3.7

The plan will not cover your members for:	For more information see the following sections in the membership handbook:
If you do not have the optional USA cover: Claims if they have travelled outside their area of cover to get treatment or travelled against medical advice.	Section 1.7
The following dental treatments: • routine check ups • scale and polish • cosmetic treatment • dental treatment made necessary as a result of neglect, such as treatment of gingivitis or periodontitis.	Section 4.35
The cost of arranging treatment.	Section 1.6

These are just some of the limitations that relate to the plan, please see the membership handbook for full details.

Please note

We will pay eligible medical practitioners, complementary practitioners or physiotherapists fees up to the usual amount charged by medical practitioners, complementary practitioners or physiotherapists for that treatment. Please see the 'Who can provide your treatment' section of the membership handbook for full details.

Personal recommendations

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.

Membership documents

Your company is buying private medical insurance cover for employees and if applicable, their family members. We have to ensure that the members on the plan are kept informed about their cover and the terms that apply to it from year to year. We therefore produce a healthcare insurance statement and handbook each renewal year for every employee covered by the plan. Please ensure that these are distributed to the members so that they are aware of the extent and nature of the cover provided and any changes that may have occurred in the rules and benefits of their particular plan.

A brief description of underwriting styles

A number of different medical underwriting styles may be available to your company, depending on the size of your group and any current healthcare plans. Here is a brief explanation of each:

Fully medically underwritten

Available to International groups of all sizes (3 – 49). This requires each applicant to declare their medical history on the application form and, occasionally, we might request a medical report. Pre-existing medical conditions are then excluded where necessary. Any new member to join the group at a later date must also be fully medically underwritten.

Continuation of medical underwriting exclusions (CME)

This option is available to groups transferring from a fully medically underwritten policy with another insurer and is not available to groups of less than three. If your members join the plan on the basis of 'CME' this means that we will transfer any medical underwriting terms for medical conditions they had before joining that previous insurer to the new plan. It is important to remember, however, that this relates only to the specific underwriting terms. The plan will be subject to our general terms including the exclusions and benefit limitations, which you will find in the membership handbook. CME only applies at the point of switching to AXA Insurance dac, and subsequent new joiners to the group must be underwritten. If a group has selected medical history disregarded underwriting with their current provider and wishes to continue on this basis with AXA Insurance dac, they should consider our medical history disregarded option.

Medical history disregarded

This option, which is the most expensive, allows members of groups and their family members, when agreed, to be enrolled without any exclusions relating to their previous medical history. The plan will be subject to our general terms including the exclusions and limitations which you will find in the membership handbook. Medical history disregarded terms are extended to any subsequent joiners to the group.

Addition of family members

Family members on a Medical History Disregarded (MHD) group plan 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 3 months 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 90 days 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 medically 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.

Adding other members

If employees want to join or add family members to the plan we will send you the forms to complete fully with the information we request. Depending on your agreement, there may be restrictions on when members can add family members to the plan.

Members can add newborn babies (who are born to the member or the member's partner) to the plan from their date of birth. This can normally be done without filling out details of their medical history provided the member adds them within 90 days of their date of birth. However, we will require details of the baby's medical history if the baby has been adopted or was born as the result of any method of assisted conception such as IVF. In such circumstances, we reserve the right to apply particular restrictions to the cover we will offer and we will notify the member of those terms as soon as reasonably possible. This may limit the baby's cover for existing medical conditions.

This would mean that the baby would not be covered for treatment carried out for medical conditions which existed prior to joining, such as treatment in a Special Care Baby Unit and the member would be liable for these costs.

Children cannot remain as dependents on the plan after the renewal date following their 25th birthday.

Changes in cover and in membership

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

We cannot make these changes during the course of a plan year and they can therefore only apply from the beginning of any plan year. Changes of this nature will, of course, apply without exception to all the employees covered and if the changes involve increases in cover this may, in certain circumstances for particular employees, be subject to restrictions.

Employees who are joining the plan will be required to complete an application form. We cannot add a new employee to the plan until we have received and have accepted that application form. Similarly, we will continue to charge your group premiums for employees until we are told they have left your company's employment and should no longer be covered. Please therefore let us know about members leaving the plan within 30 days to avoid your company incurring the cost of premiums for them.

Members leaving the plan can join as individual members and if they join within a limited period after leaving the company they can do so with favourable terms. They can continue to enjoy the benefits of cover by calling us on +44 (0)1892 503 856.

If a member breaks the terms of the plan

If a member breaks any terms of the plan that AXA Insurance dac reasonably consider to be fundamental, it 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 to the plan and all cover immediately.

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

If a claim is paid and the claim is later found to be wholly or partly false or fraudulent, AXA Insurance dac will be able to recover what has been paid from the member.

Having an excess

If, as part of your arrangement with us, the members pay an excess, then the premium for your group will be reduced. The excess operates on the basis that it is applied once each year to each person covered. The individual is responsible for paying the excess amount and that amount will be deducted from whatever would otherwise have been paid for the claim. As it applies each year, if treatment crosses a renewal date it means that the excess is applied twice – once to the treatment costs incurred in the first year of insurance and again for the costs incurred in the second year (and any subsequent years) of insurance.

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

Paying the premiums

We will invoice you for the amount of premiums due approximately one month before they are due to be paid.

If there have been changes in membership then the invoice will show both the full year's premium for each member (for your reference) and also the amount actually due from the date of the change to the end of the plan year.

We also send you a statement at the end of each month showing any premiums due and any premiums received and, therefore, any amounts outstanding.

How to pay

- Annually or quarterly by cheque or Direct Debit (if you pay annually in advance you will receive a 5% discount which will be reflected in your invoice).
- Monthly by Direct Debit.
- If you pay by monthly Direct Debit we will adjust collections automatically to take account of any changes in the group and will debit your account for invoices on their due date.
- If you pay quarterly or annually, and we issue a credit note (which can happen, for example, when a member leaves and there is a premium credit for part of the year which is unexpired) then they will be deducted from subsequent invoices unless you specifically ask us to refund that amount to you.
- Cheques should be made payable to AXA Global Healthcare and should reach us by the due date.

If a member changes the country where they normally live

This plan is underwritten by AXA Insurance dac, an EU based insurer. This means that if the country where a member normally lives changes to outside the European Economic Area it may not be possible for us to continue legally to meet our obligations under the plan when they move. In these circumstances we may cancel their membership to the plan from the date that they change the country where they normally live or on a specified date as agreed between us and the company shall have a right to a pro-rata refund of the premium for any unused portion of their membership to the plan.

We will endeavour to continue their cover by arranging for terms to be offered by an appropriate AXA Insurer. Please provide us with as much notice as possible prior to the member changing the country where they normally live to allow us to make appropriate arrangements with a new AXA Insurer or to allow them or the company enough time to find alternative cover where we are unable to identify an appropriate AXA Insurer.

Further information

If you have any questions or issues which arise out of running your plan, please contact your AXA representative.

Notes for the Group Secretary

- If members' documents are sent to you directly, please distribute them without delay.
- If your group plan changes cover at renewal, please explain this to the members.
- When adding new members to your group plan, please ensure that you have discussed the following prior to completion of their enrolment form:
 - Data Protection preferences.
 - Eligibility to join the company plan, when the plan is due for renewal and that it is a yearly contract thereafter.
 - Eligibility of adding family members, the criteria of which can be found in this Group Secretary Guide.
 - Income tax liability as a result of joining the group plan.
 - Any underwriting terms applicable to members e.g. fully medically underwritten and any implications to their cover.
- If new members would like to see a membership handbook prior to joining, please contact us if you do not already have a copy.

The Group Insurance Contract is a private medical insurance policy between AXA Insurance dac and the Company (as defined below)

This private medical insurance policy is arranged by AXA Global Healthcare (EU) Limited and administered by AXA Global Healthcare (UK) Limited on behalf of AXA Insurance dac. All references to **AXA Global Healthcare** (as defined below) mean AXA Global Healthcare (EU) Limited acting on behalf of AXA Insurance dac.

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 Global Healthcare**. The **company** and **AXA Insurance dac** are each described as a '**party**' or together the '**parties**' in this **Group Insurance Contract**.
- 1.2 The purpose of this **Group Insurance Contract** is therefore to set out the arrangements entered into between the **company** and **AXA Insurance dac** whereby **cover** will be provided by **AXA Insurance dac** to the **company** for the benefit of those employees.

2 Definitions and Interpretation

- 2.1 Unless we give a different meaning to them in this **Group Insurance Contract**, 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 "**AXA Global Healthcare**" means AXA Global Healthcare (EU) Limited, a company registered in Ireland under company registration number 630468, acting on behalf of **AXA Insurance dac**;
 - 2.1.2 "**AXA group**" means AXA Global Healthcare (UK) Limited, AXA Global Healthcare (EU) Limited, **AXA Insurance dac** and any other **company** which is for the time being **AXA Insurance dac's** 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 Insurance dac**" means AXA Insurance dac, a company registered in Ireland under company registration number 136155, whose registered office is at Wolfe Tone House, Wolfe Tone Street, Dublin 1;
 - 2.1.4 "**CBI**" means the Central Bank of Ireland and/or any successor body and their officers and agents;
 - 2.1.5 "**company**" means the legal entity or company which is purchasing private medical insurance for the benefit of all, or certain of, its employees from **AXA Insurance dac**, and which is named in the Group Application Form, as completed by the company and returned to **AXA Insurance dac**;
 - 2.1.6 "**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**;
 - 2.1.7 "**confidential information**" means, subject to any **personal data** which shall be excluded from this definition, 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 **Group Insurance Contract**, including, without limitation, the **premium**, details of **AXA Insurance dac'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 Insurance dac**, in connection with the performance of this **Group Insurance Contract**;

- 2.1.8 “**cover**” means the private medical insurance benefits and associated health services provided under this **plan** which are described in detail in this **Group Insurance Contract** and the **membership handbook**;
- 2.1.9 “**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 **GDPR** and the Data Protection Act 2018 and/or after the implementation periods within the meaning of the European Union (Withdrawal Agreement) Act 2020, all legislation enacted in the UK in respect or guidance published by a **relevant regulator** from time to time;
- 2.1.10 “**effective date**” shall mean the commencement date or **renewal date** of the **plan**;
- 2.1.11 “**eligible employees**” shall be the individuals currently employed by the **company** (and/or a **company group**) and accepted by **AXA Global Healthcare** as members under the **plan** or any other category of alternative members as set out in the current group membership listing (as amended throughout the course of the year);
- 2.1.12 “**force majeure event**” means any circumstances beyond the reasonable control of either **party**, an **AXA group company** or a third party service provider engaged in accordance with this **Group Insurance Contract**, which prevents the affected **party** from performing this **Group Insurance Contract** and including, without limitation, 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 group company** or a third party service provider engaged in accordance with this **Group Insurance Contract** is not responsible, and any strikes or any industrial action affecting the **cover** under this **Group Insurance Contract** and outside the control of the **party** relying on the force majeure event.
- 2.1.13 “**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);
- 2.1.14 “**Group Insurance Contract**” means this private medical insurance policy entered into between the **company** and **AXA Insurance dac**, including the **membership handbook** and any application form and ancillary documents completed by the **company** as part of its application for this private medical insurance;
- 2.1.15 “**holding company**” shall have the meaning set out in s.8 of the Companies Act 2014;
- 2.1.16 “**intellectual property**” means logos, trademarks, trade or business names, devices, service marks, design rights, database rights, domain names, copyright, patents, utility models,

know-how and any other branding or 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**;
- 2.1.18 “**plan**” means the terms and conditions contained in this **Group Insurance Contract**, including the **membership handbook**, entered into by the **company** with **AXA Insurance dac** in order to provide the **eligible employees** with insurance **cover**;
- 2.1.19 “**premium**” means the amount payable by the **company** to **AXA Global Healthcare** for the **year** in return for **AXA Insurance dac** providing **cover** for the benefit of **eligible employees** and **family members**;
- 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 the **relevant regulator**;
- 2.1.21 “**relevant regulator**” means the **CBI**, the Competition and Consumer Protection Commission, the Data Protection Commission 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 **Group Insurance Contract** with **AXA Insurance dac** for a further **year** (and “renews”, “renewal” and “renewed” shall be construed accordingly);
- 2.1.23 “**renewal date**” means the date on which this **Group Insurance Contract** renews;
- 2.1.24 “**representatives**” means in relation to each **party**:
- a) employees and officers, and those of the **company group** and **AXA group**, that need to know the **confidential information** for the purpose of this **Group Insurance Contract**;
 - b) its professional advisers, which shall be limited to the **parties’** lawyers, accountants and auditors;
 - c) in relation to **AXA Insurance dac** only, a sub-contractor who needs to know the **confidential information** for the purposes of providing the **cover** in accordance with this **Group Insurance Contract**; and
 - d) any other person to whom the other **party** agrees in writing that **confidential information** may be disclosed in connection with this **Group Insurance Contract**.
- 2.1.25 “**subsidiary**” has meaning set out in s.7 of the Companies Act 2014;
- “**Third Party IP**” means **intellectual property** owned by a party other than **AXA Insurance dac** which is licensed to **AXA Insurance dac** and which **AXA insurance dac** makes available to the **group** for the purposes of providing the **cover**;
- 2.2 In this **Group Insurance Contract**:
- 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 **Group Insurance Contract** 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 **Group Insurance Contract**;
- 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 Insurance dac** 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 **Group Insurance Contract** 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 Insurance dac** 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. They will be withdrawn either:
 - 4.4.1 from the end of the day on which they leave the **company's** employment providing **AXA Global Healthcare** is notified beforehand; or
 - 4.4.2 from the end of the month in which **AXA Global 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 Global Healthcare** in which the **eligible employee** leaves the **company's** employment.

The **company** shall immediately advise both **AXA Global Healthcare** and the **eligible employee** in writing when any **eligible employee** is no longer to be included. If the **company** fails to advise **AXA Global 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 Insurance dac** or **AXA Global Healthcare** at the beginning of the **year**. **AXA Insurance dac** or **AXA Global 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 Insurance dac** or **AXA Global 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 Insurance dac** or **AXA Global Healthcare** and the **company**.
- 5.3 **AXA Insurance dac** or **AXA Global Healthcare** reserves the right to discontinue immediately any agreement to accept **premiums** by instalments if any undisputed instalment shall not be received by **AXA Global 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 **Group Insurance Contract** 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 (not including AXA Global Healthcare (EU) Limited) shall be received and held by such intermediary or agent on behalf of the **company** and not on behalf of **AXA Insurance dac** or AXA Global Healthcare (EU) Limited. Until such monies are paid to **AXA Insurance dac** or **AXA Global Healthcare** by the intermediary or agent on the **company's** behalf the **company** remains liable and responsible to **AXA Insurance dac** for such payment.
- 5.5 An **AXA Insurance dac** company may collect payment details from the **group** on behalf of **AXA Insurance dac** for the purposes of **AXA Insurance dac** collecting **premium** from the **group**.
- 5.6 The **company** shall be responsible for the payment of the **premium** for all **eligible employees** and **family members** included under this **Group Insurance Contract**.
- 5.7 The **company** may recover from any **eligible employees** that part of the **premium** which relates to **family members** if agreed between **AXA Global Healthcare** and the **company**. The **company** may not recover any part of the **premium** relating to **eligible employees** from those employees.
- 5.8 The **company** shall obtain the agreement of **AXA Global 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 Insurance dac** or **AXA Global 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 Insurance dac** or **AXA Global Healthcare**.
- 6.2 Unless otherwise agreed in writing by **AXA Insurance dac** or **AXA Global Healthcare**, this **Group Insurance Contract** is for a **year** and is renewable on the agreed date subject to the **company** paying the **renewal premium**. **AXA Insurance dac** or **AXA Global 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 **Group Insurance Contract** at the **renewal date**.
- 6.4 **AXA Insurance dac** or **AXA Global Healthcare** reserves the right to terminate this **Group Insurance Contract**, 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 Insurance dac** or **AXA Global Healthcare** in any way in relation to this **Group Insurance Contract** or the **cover** to a degree which is reasonably likely to cause **AXA Insurance dac**, **AXA Global Healthcare (EU)** Limited acting on behalf of **AXA Insurance dac** or any **AXA 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 **Group Insurance Contract**.
- 6.5 Either **AXA Insurance dac** or **AXA Global Healthcare** or the **company** shall be entitled to terminate this **Group Insurance Contract**, immediately on the giving of notice, if there shall be any material breach by the other **party** of its obligations arising under this **Group Insurance Contract** 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 **Group Insurance Contract**, howsoever arising:
- 6.6.1 any outstanding **premium** then unpaid will fall due for immediate payment; and
- 6.6.2 **AXA Insurance dac** or **AXA Global 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. **AXA Insurance dac's** and **AXA Global Healthcare's** data protection policies can be found at axaglobalhealthcare.com/en/about-us/privacy-and-legal

- 6.7 Any termination of this **Group Insurance Contract** 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, 6.7, 6.8, 6.9,7,8,9,10,11,15 and 16 no other terms shall survive expiry or termination of this **Group Insurance Contract** unless expressly provided.

7 Liability of AXA Insurance dac

- 7.1 Subject to Clause 7.2 and 7.3 the liability of **AXA Insurance dac** under this **Group Insurance Contract**:
- 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 Insurance dac** or **AXA Global 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 Insurance dac** or **AXA Global 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 **Group Insurance Contract**, not falling within Clauses 7.1.1, 7.1.3 or 7.1.4 **AXA Insurance dac'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 **Group Insurance Contract**, and shall be limited to claims notified to **AXA Insurance dac** or **AXA Global 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 Insurance dac** 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 **Group Insurance Contract** 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 **Group Insurance Contract** (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 Insurance dac** for the death or personal injury caused by the negligence, fraud or fraudulent misrepresentation of **AXA Insurance dac**.
- 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 Insurance dac** or **AXA Global 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 Insurance dac** 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 Insurance dac** no reason to believe that the outstanding **premium** will not be paid. In such event if the **Group Insurance Contract** is then terminated by **AXA Insurance dac** or **AXA Global Healthcare** for non-payment of **premium**, the **company** shall promptly on being given written notice from **AXA Global Healthcare** refund to **AXA Insurance dac** the full amount of any benefits paid for any period for which no **premium** has been received by **AXA Insurance dac**.
- 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 **Group Insurance Contract**, the **company** agrees that **AXA Insurance dac** shall be entitled to claim against the **company** for any loss suffered by an **AXA group** company or other third party service provider engaged by **AXA Insurance dac** 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 Insurance dac**.
- 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 Insurance dac** 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 **Group Insurance Contract** 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 **Group Insurance Contract** is terminated or should not be **renewed** or this **Group Insurance Contract** 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 Insurance dac** from and against any and all costs, losses and expenses incurred by **AXA Insurance dac** or any member of the **AXA 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 **Group Insurance Contract**.
- 8.3 The **company** shall designate a responsible person (the 'Group Secretary') to administer this **Group Insurance Contract** in accordance with its terms and any guidance issued by **AXA Global Healthcare** from time to time and shall notify **AXA Global Healthcare** in writing of any change in the person designated.
- 8.4 The **company** shall not deliberately mislead **AXA Insurance dac** or **AXA Global 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 Insurance dac** material loss, and shall remain responsible for ensuring its

obligations under this **Group Insurance Contract** 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 Global 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 **Group Insurance Contract** without the prior written consent of the other, except, that **AXA Insurance dac** may at any time assign this **Group Insurance Contract** to a member of the **AXA group**.
- 9.2 **AXA Insurance dac** may sub-contract or delegate in any manner any or all of its obligations under this **Group Insurance Contract**, 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 Insurance dac** from any of its obligations or liabilities under this **Group Insurance Contract**.

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 **Group Insurance Contract**; 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 Insurance dac** or **AXA Global 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 Insurance dac** or **AXA group**.

- 10.4 Each **party** shall be liable for the acts and/or omissions of its **representatives** in respect of this **Group Insurance Contract** as if they were its own acts and/or omissions.

11 Data Protection

- 11.1 For the purposes of this Clause 11, “**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 **Group Insurance Contract**, **AXA Global Healthcare** and **AXA Insurance dac** are **controllers**, and AXA Global Healthcare (UK) Limited is a processor on behalf of **AXA Insurance dac**, of **personal data** concerning the **eligible employees** of the **company** and **family members**, provided to **AXA Insurance dac** or **AXA Global Healthcare** by the **company**, in relation to receiving the benefit of the **cover**.
- 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 Insurance dac** or **AXA Global 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**.
- 11.6 **AXA Insurance dac** and **AXA Global Healthcare** may use **personal data**, or share **personal data** with a member of the **AXA group**, received in accordance with this Agreement for direct marketing purposes in accordance with an **eligible employee’s** or **family member’s** active marketing preferences and consent.
- 11.7 In the event **AXA Insurance dac** engages third party providers to provide certain wellbeing services under the **cover** for the benefit of **eligible 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**.

12 Intellectual Property

- 12.1 Except for the specific licenses granted in this **Group Insurance Contract**, each **party** shall retain all right, title and interest in and to its **intellectual property**. All goodwill arising from use of **AXA Insurance dac’s intellectual property** shall inure automatically upon creation to **AXA Insurance dac**.
- 12.2 Subject to Clause 12.1, it is the intention of the **parties** that all **intellectual property** in the provision of the **cover** is either the property of **AXA Insurance dac** or is **Third Party IP**.
- 12.3 The **group** hereby grants to **AXA Insurance dac** a non-exclusive royalty free licence to use its **intellectual property** for the term of this **Group Insurance Contract** solely to the extent

required to allow performance of the obligations under this **Group Insurance Contract**, subject to the specific prior written approval of the **group** for each use.

- 12.4 The **group** warrants that it has the necessary rights to grant the licence granted under Clause 12.3, and the receipt and use of the same by **AXA Insurance dac** shall not infringe the **intellectual property** of a third party.
- 12.5 Subject to Clause 12.6 below, **AXA Insurance dac** grants, or shall procure the grant, to the **group** of, a non-exclusive, revocable, non-transferrable, royalty free licence for the term of this **Group Insurance Contract** to use **AXA Insurance dac's intellectual property** and Third Party IP as may be supplied by **AXA Insurance dac** to the **group** solely to the extent required to allow the **group** to perform its obligations under this **Group Insurance Contract**, subject to the specific prior written approval of **AXA Insurance dac** for each use and compliance by the **group** with the brand guidelines and other instructions as notified to the **group** by **AXA Insurance dac** from time to time.
- 12.6 The **group** shall immediately cease use of all or some of **AXA Insurance dac's intellectual property** in the event that it is so required by **AXA Insurance dac**, including in the event of actual or suspected non-compliance with the applicable brand guidelines or other instructions regarding use of the **intellectual property**.
- 12.7 In the event of the termination or expiry of this **Group Insurance Contract**, or, in the case of **AXA Insurance dac**, on the fulfilment of any outstanding work in progress following termination, the licences granted in accordance with Clauses 12.3 and 12.5 shall terminate automatically and each **party** shall deliver to the other or destroy (each to the extent reasonably practicable) any **intellectual property** licensed to it pursuant to Clauses 12.3 or 12.5, as applicable, in its possession or control.
- 12.8 The **group** shall at all times whether during or after termination or expiry of this **Group Insurance Contract** indemnify and keep indemnified **AXA insurance dac** against all losses, claims, damages, liabilities, and expenses (including all reasonable legal fees) arising in connection with any breach by the **group** of its obligations under this Clause 12.
- 12.9 Nothing in this **Group Insurance Contract** shall prevent any **party** from taking such action as it deems appropriate (including any application to a relevant court) for injunctive or other emergency or interim relief in relation to its **intellectual property** (or that of any **AXA group** company or **company group** company, as applicable) or from otherwise commencing proceedings to preserve any legal right or remedy to protect its interests or the interests of any **AXA group** company or **company group** company, as applicable.

13 Force Majeure

- 13.1 Neither **party** shall be in breach of its obligations under this **Group Insurance Contract** 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 **Group Insurance Contract** by a **force majeure event** then:
 - 13.2.1 that **party's** obligations under this **Group Insurance Contract** 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 **Group Insurance Contract**;
 - 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 **Group Insurance Contract**;
 - 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 **Group Insurance Contract**;
 - 13.2.5 if the **force majeure event** shall continue for more than 30 days any **party** shall be entitled to terminate this **Group Insurance Contract** 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 **Group Insurance Contract** given to it by **AXA Insurance dac** directly or **AXA Global Healthcare** for a specific or indefinite period in order that **AXA Insurance dac** 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 **Group Insurance Contract** adequate policies and procedures to ensure compliance with the Criminal Justice (Corruption Offences) Act 2018 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 Criminal Justice (Corruption Offences) Act 2018; and
 - 14.2.3 notify **AXA Global Healthcare** immediately upon becoming aware or upon becoming reasonably suspicious that any activity undertaken in connection with this **Group Insurance Contract** has contravened or may contravene the Criminal Justice (Corruption Offences) Act 2018.
- 14.3 **AXA Insurance dac** shall not be deemed to provide **cover** and **AXA Insurance dac** 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 Insurance dac's opinion, be likely to expose **AXA Insurance dac** 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 Insurance dac** 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 Global Healthcare** within seven (7) days of obtaining such information.
- 14.5 **AXA Insurance dac** 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 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 **Group Insurance Contract** to prevent, detect and identify money laundering and terrorist financing in connection with this **Group Insurance Contract** 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 Insurance dac** or **AXA Global Healthcare** reserves the right to terminate this **Group Insurance Contract** immediately if:
- 14.8.1 the **company** has failed to comply with Clause 14.2;
- 14.8.2 **AXA Insurance dac** 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 **Group Insurance Contract** that is not capable of being remedied and the other **party** shall have a right to terminate this **Group Insurance Contract** immediately.

15 General

- 15.1 Subject to Clause 15.2 and 15.3 of this **Group Insurance Contract**, 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 Insurance dac** or **AXA Global Healthcare** may alter the **membership handbook's** terms from time to time but no alteration shall take effect until the next annual **renewal** of this **Group Insurance Contract**.
- 15.3 **AXA Insurance dac** or **AXA Global Healthcare** may amend the terms of this **Group Insurance Contract** 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 Insurance dac** or any insurance under this **Group Insurance Contract** may from time to time be subject.
- 15.4 Any notice issued under this **Group Insurance Contract** 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 Global 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 Any waiver by **AXA Insurance dac** or **AXA Global Healthcare** or the **company** of any breach of any term or condition of this **Group Insurance Contract** 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 **Group Insurance Contract** is enforceable by a person who is not a **party** to this **Group Insurance Contract**.
- 15.7 If any provision of this **Group Insurance Contract** 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 **Group Insurance Contract** and the remaining provisions of this **Group Insurance Contract** shall remain in full force and effect.
- 15.8 Each **party** acknowledges that this **Group Insurance Contract** and the **membership handbook** shown on the 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 **Group Insurance Contract** supersedes any prior agreement between the **parties** in respect of the subject matter of this **Group Insurance Contract** 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 **Group Insurance Contract** shall be governed by and construed in accordance with the laws of the Republic of Ireland and the **parties** irrevocably agree to submit to the exclusive jurisdiction of the Irish courts.

