



Health

School administrator's guide

September 2024

AXA Health Pupils' Healthcare Scheme



Overview

This school administrator's guide explains how the AXA Health Pupils' Healthcare Scheme operates and what you can expect from Us. It will also explain what You will need to do as the school administrator.

Please note that AXA PPP healthcare Limited have appointed our wholly owned subsidiary The Permanent Health Company Limited (PHC) to assist in the administration of this scheme. You can find further information on how this scheme is administered by accessing Our 'Roles and Responsibilities' document via the AXA Health Pupils' Healthcare Scheme member site at: axahealth.co.uk/pupilshealthscheme

Details of the scheme You have joined can be found on Your group membership schedule.

What We mean by certain terms

When We use 'We', 'Us' or 'Our' We mean AXA PPP healthcare Limited, trading as AXA Health or The Permanent Health Company Limited, trading as PHC.

When We refer to 'You' and 'Your', We mean the school administrator of Your group policy.

When We refer to 'MMB' We mean Your broker, Mercer Limited, trading as Mercer Marsh Benefits, 1 Tower Place West, London, EC3R 5BU.

When We refer to 'Pupil' We mean a group member covered under Your group policy.

When We refer to 'School Term' We mean one of the following:

- 1 September to 31 December – Winter Term
- 1 January to 31 March – Spring Term
- 1 April to 31 August – Summer Term

Note: These dates will always be used for the purposes of this scheme regardless of the dates of Your academic terms.

When We refer to 'Term Cut-off Date' We mean one of the following dates:

- 30 September
- 31 January
- 31 May



Summary of the scheme

There are two levels of benefit available under the AXA Health Pupils' Healthcare Scheme, the AXA Health Pupils' Healthcare Scheme and the AXA Health Performing Arts Pupils' Healthcare Scheme. These products have been designed for **Pupils** of UK based education institutes.

The scheme is distributed exclusively via **MMB**.

The scheme is designed to offer **Pupils** cover for eligible treatment of medical conditions, subject to the terms, conditions and benefit levels. **You** can find full details of how the AXA Health Pupils' Healthcare Scheme and AXA Health Performing Arts Pupils' Healthcare Scheme operate in the relevant handbook. This includes the terms, conditions and benefits, which can be found at: axahealth.co.uk/pupilshealthscheme

Details of the scheme **You** have joined can be found on **Your** group membership schedule.

The scheme is made up of annually renewable group policies which commence on the 1 September each year. Cover under the scheme will cease on the 31 August each year, unless **You** choose to renew **Your** group policy with **Us**.

If **You** have any general queries in relation to how **Your** group policy operates, please speak to **MMB** on 01425 481570 or email at: mmbeducation@mercermarshbenefits.com

Managing Pupil's applications to the scheme

This scheme operates on an 'Opt-in' basis. 'Opt-in' means a **Pupil's** parent/legal guardian may apply for an eligible **Pupil** to join **Your** group policy.

MMB will provide **You** with a digital link to an online application form and member site for **You** to give to **Pupils** parents/legal guardians. At the earliest opportunity, please make sure **You** share this information with each **Pupil's** parent/legal guardian.

The **Pupil's** parent/legal guardian is responsible for completing the application form and submitting this to **Us**. **You** will receive a copy of the application form from **Us**, once this has been processed. This will be accessible via **Your** school portal.

The application form will provide an option for a **Pupil** (aged 16 or over) or a **Pupil's** parent/legal guardian (if the **Pupil** is aged under 16), to appoint an authorised guardian to act on a **Pupil's** behalf when making a claim. For example, this could be a member of **Your** faculty or a relative of the **Pupil** living in close proximity to **You**. An authorised guardian must be a responsible adult over the age of 21. **You** will need to keep a note of the option chosen for **Your** records, as **We** will be unable to speak to **You** about a **Pupil** without their parent/legal guardian's consent (or the **Pupil's** consent if they are aged 16 or over). More information on the roles and responsibilities of authorised guardians is given in the 'Who can make a claim' section of this guide.

We will accept applications at the start of the scheme year (1 September), or at the start of each subsequent **School Term**. New applications must reach **Us** in advance of each **Term Cut-off Date**.

Applications for **Pupils** received after the relevant **Term Cut-off Date** will be rejected.

Providing Pupils and their parent/legal guardian with information about the cover

We must ensure that the **Pupils** and their parent/legal guardian are kept informed about the cover and the terms that apply to it. For details on scheme benefits, premiums and access to the membership handbooks, please direct them to: axahealth.co.uk/pupilshealthscheme

We will send **You** a certificate of cover for each **Pupil** covered under **Your** group policy. **You** should hold this on record and provide it to a **Pupil** or their parent/legal guardian upon request as evidence of their private medical insurance cover.

How do We calculate the price?

The price a **Pupil's** parent/legal guardian pays is calculated by combining the claims experience of a collection of group policies (schools) under one scheme. By pricing the group policies together, **We** dilute the impact on the scheme's renewal price, if any **Pupil/s** make large value claims during a scheme year. This can help reduce the risk of large renewal price increases for each group policy under the scheme.

If **You** would like to discuss how the scheme is priced in more detail, please speak to **MMB** on 01425 481570 or email at: mmbeducation@mercermarshbenefits.com.

Making changes and who to contact

In order to ensure **Your** details are kept up to date, **You** should notify **PHC** of any changes to contacts (including telephone numbers and email addresses) throughout the policy year. **You** can contact them on 01923 770000 or by email at: Pupilshealth@thephc.co.uk.

Who can make a claim

Claims for **Pupils** who are under the age of 16 must be made by a parent/legal guardian, or an appointed guardian.

Claims for **Pupils** that are over the age of 16 can be made by the **Pupil** directly, or by an appointed guardian that the **Pupil** has consented to act on the **Pupil's** behalf.

Please note that the **Pupil** is the only beneficiary of the insurance cover provided under **Your** group policy. Neither the **Pupil's** parent/legal guardian, nor any appointed guardian is entitled to benefit from the cover.

In the following sections: 'How to make a Claim', 'How **We** pay claims' and 'Directory of Hospitals', **We** will refer to the person making the claim as the 'Claimant'.

How to make a claim.

1. If a GP advises a **Pupil** needs specialist treatment, they should inform the GP that they have private medical insurance cover and ask for an 'open referral'. An open referral is when a GP advises the type of

specialist the **Pupil** needs but doesn't name a particular specialist. Once they have an open referral, **Our** specialist appointment booking service can provide the names of up to three specialists for the **Pupil's** parent/legal guardian, or authorised guardian to choose from and make an appointment with.

In some cases, the NHS will be best placed to provide care locally (for example specialist paediatric (children's) care at a NHS centre of excellence). When this is the case, **We** will talk to the Claimant about available NHS options.

PLEASE NOTE: For outpatient physiotherapy treatment, GP referral is not necessary as the **Pupil** can be referred by **Your** medical team.

2. The Claimant should call **Us** before the **Pupil** sees a specialist.

Please ensure the Claimant calls **Our** claims line on: 03301 025 503 as soon as the **Pupil** has seen their GP. When the Claimant calls, **We** will advise them if the **Pupil** is covered. This will prevent the **Pupil's** parents/legal guardians, or their appointed guardian incurring any unexpected costs for treatment.

The Claimant should have **Your** group policy number and the **Pupil's** membership number ready when they call. This will help **Our** personal advisers identify the Claimant and deal with the claim more quickly. In addition, the Claimant should have the open referral information to hand. Occasionally, if **We** don't have enough information to choose a specialist, **We** may ask for additional information from the GP and/or a copy of the open referral letter.

3. If the treatment the **Pupil** needs is eligible for cover, and the **Pupil** has an open referral, **Our** specialist appointment booking service can provide the names of up to three specialists for the **Pupil's** parent/legal guardian, or authorised guardian to choose from and make an appointment with.

We may ask for more information from the **Pupil**, the Claimant or the **Pupil's** GP or specialist. The information **We** ask for must be provided by the date that **We** ask for it, or **We** may not be able to pay the claim.

If the **Pupil** needs further treatment, the Claimant should call **Us** before it takes place.

How the scheme works with pre-existing conditions

The cover provided by the scheme is on 'medical history disregarded' (MHD) underwriting terms. This means that **We** have accepted eligible pre-existing conditions, with the exception of chronic conditions which are not covered. Further information on chronic conditions can be found in the membership handbook.

How We pay claims

We normally settle eligible medical bills directly with the specialist or the hospital.

NHS cash benefit payments will be paid to the **Pupil's** parent/legal guardian.

Either the **Pupil's** parent/legal guardian or the **Pupil's** authorised guardian will be responsible for paying any shortfalls to medical providers, including any policy excess. If **You** are the **Pupil's** authorised guardian, **You** will need to re-coup any shortfall payments **You** have made from the **Pupil's** parent/legal guardian.

If for any reason **You** paid the **Pupil's** medical bills, and this treatment is covered under the scheme, **We** will refund the costs to **You**, minus any excess. Please call the claims line on 03301 025 503 to let **Us** know and send the original receipts from the specialist or hospital to: AXA Health, International House, Forest Road, Tunbridge Wells, Kent TN2 5FE.

Directory of Hospitals

Our 'Directory of Hospitals' lists the hospitals and day-patient units in the United Kingdom with whom **We** have an agreement to provide eligible treatment to **Our** members. If it is medically necessary for a **Pupil** to use a hospital, day-patient unit or scanning centre not listed in the Directory of Hospitals, this must be agreed with **Us** by the Claimant before treatment begins. An example of this may include the use of private facilities at an NHS hospital.

Please note it may be necessary from time to time for a hospital, day-patient unit or scanning centre listed in the Directory of Hospitals to be suspended by **Us** to protect the interests of **Our** members. In such cases, the Claimant will be informed of this when they call to register a claim.

Cancelling a Pupil's membership

Cancelling a membership within 21 days of joining

A **Pupil's** membership can be cancelled before membership begins or within 21 days of the date the **Pupil's** membership began. It is the responsibility of the **Pupils'** parent/guardian to contact **You** to request the **Pupil's** membership is cancelled and for **You** to instruct PHC to remove the **Pupil** from **Your** group policy. Provided no claims have been made by the **Pupil**, a full refund of the subscription paid for that **School Term** will be payable. If the **Pupil** has made a claim during the 21-day period, no refund will be payable.

Cancelling a membership after 21 days of joining

If **You** need to remove a **Pupil** from **Your** group policy, **You** should include this in the detail of the membership list **You** send to PHC each **School Term**. **We** will remind **You** to notify **Us** of any **Pupils** who are leaving at the end of each **School Term**. Details of any **Pupils** leaving **Your** group policy must be provided to **Us** by the **School Term Cut-off Dates**. **You** will remain liable for any premiums owed for **Pupil's** that **You** have not informed **Us** are leaving in advance of each **Term Cut-off Date**.

Should a **Pupil** leave the school part way through a **School Term**, cover will continue to the end of the current **School Term**. No refunds are payable in relation to the **School Term** for which the **Pupil** was insured.

If a **Pupil** is leaving **Your** school, **We** can usually offer continuation of cover options via an AXA Health Personal Plan. If a **Pupil** transfers to an AXA Health Personal Plan with similar cover, **We** can usually continue to cover any existing medical conditions but only if they join within three months of their cover under this scheme ending.

Invoicing

We will invoice **You** each **School Term** for one-third of the annual contract price, taking into consideration any membership changes **You** advise **Us** of in advance of the **Term Cut-off Dates**. The invoice for each **School Term** must be paid within 30 days' of receipt and details of how to pay by bank transfer will be included.

If **You** fail to pay an invoice within 30 days of receipt, **We** will stop paying eligible claims until the invoice has been paid. **We** reserve the right to terminate **Your** group policy immediately on giving written notice to **You**, if any undisputed premium remains unpaid for more than 45 days after it has become due. In this event, any claims **We** have made during a **School Term** for which **We** have not received premium, will be recovered.

What should You do if You have reason to complain?

If **You** are dissatisfied with the service **We** have provided or if **You** feel that **We** have made a wrong decision, **We** will of course try to address **Your** concerns – **Your** feedback is vital to helping **Us** improve, please contact **Us** on the details below and **We** will try to resolve **Your** complaint.

Complaint contact details:

- Please call **Us** on 0800 364 524, or
- Write to **Us** at: AXA Health, International House, Forest Road, Tunbridge Wells, Kent, TN2 5FE

To help **Us** resolve **Your** complaint, if possible please provide **Us** with the following details:

- **Your** name and membership number
- a contact telephone number
- details of why **You** are unhappy
- any other relevant information **You** feel will help **Us** understand and resolve **Your** complaint.

We will acknowledge **Your** complaint upon receipt. To allow **Us** to investigate **Your** complaint fully, the Financial Conduct Authority (FCA) gives **Us** up to eight weeks to get back to **You**. However, **We** will respond sooner than this if **We** are able.

The Financial Ombudsman Service

The Financial Ombudsman Service may review **Your** complaint if **You** remain dissatisfied after **Our** final response has been issued, the address **You** need to write to is:

The Financial Ombudsman Service

Exchange Tower, Harbour Exchange Square, London, E14 9SR

Telephone: 0800 023 4567 or 0300 123 9 123

Email: complaint.info@financial-ombudsman.org.uk website: financial-ombudsman.org.uk

The Ombudsman will review complaints about:

- the way in which the scheme was sold to **You**;
- the administration of the scheme; and
- the handling of any claims.

Please note that the Ombudsman will not normally investigate complaints concerning an insurer's exercise of commercial judgement.

The Ombudsman will also not generally review a complaint where:

- **You** have not received a final decision;
- the final decision issued by a group was received more than six months ago; or
- **Your** complaint already involves (or has involved) legal action.

What do We do with personal data?

IMPORTANT: Please show this section to everyone who wants to join **Your** group policy, or make them aware of it.

Here is a summary of the data privacy notice that **You** can find on **Our** website axahealth.co.uk/privacy-policy. Please make sure that everyone covered by **Your** group policy reads this summary and the full data privacy policy on axa.co.uk/privacy-policy.

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 eligible group members (**Pupils**) who are covered by these schemes from **You**, parents/legal guardians of group members (**Pupils**), **Your** healthcare providers, the group taking out the plan, **MMB** and third party suppliers of information, such as credit reference agencies.

We process your information mainly for managing the membership 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** and statistical analysis for example to help **Us** decide on premiums.

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 medical professionals;
- manage your policy with **MMB**;
- 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** use of 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 your scheme 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**. **You** can also ask **Us** for a copy of information **We** hold about **You** and ask **Us** to correct information that is wrong.

Any questions?

If **You** have any general questions about **Your** group policy, please speak to **MMB** on 01425 481570 or email at mmbeducation@mercermarshbenefits.com

If **You** have any questions regarding a new or existing claim, please call **Us** on the AXA Health claims line: 03301 025 503.





Health

An Agreement to provide Private Medical Insurance

between

AXA PPP healthcare Limited

and

The School

(as shown in the Application Form)

Agreement between AXA PPP healthcare Limited and the School

This Agreement is effective from the commencement date shown on the attached Schedule of Insurance.

The Agreement

1 Purpose and Extent

- 1.1 The **school** wishes to purchase private medical insurance with associated health services for the benefit of **insured pupils** from **AXA PPP healthcare**.
- 1.2 The purpose of this **Agreement** is therefore to set out the arrangements entered into between the **school** and **AXA PPP healthcare** whereby **cover** will be provided by **AXA PPP healthcare** to the **school** for the benefit of **insured pupils** of the **school**.

2 Schedules

The schedules, including the Schedule of Insurance, and any subsequent variations or replacements, form part of this **Agreement**.

3 Definitions

3.1 For the purpose of this **Agreement**, the following words or expressions shall have the following meaning:

- 3.1.1 “**Agreement**” means this agreement between the **school** and **AXA PPP healthcare**, comprising the Schedules and Appendices hereto, and any documents expressly referenced within these terms and conditions, including the **membership handbook**;
- 3.1.2 “**AXA Health 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;
- 3.1.3 “**AXA PPP healthcare**” means AXA PPP healthcare Limited, a company registered in the United Kingdom under number 03148119, whose registered office is at 20 Gracechurch Street, London EC3V 0BG;

- 3.1.4 “**commencement date**” means the **scheme’s** commencement date as shown in the attached Schedule of Insurance;
- 3.1.5 “**confidential information**” means any information of a confidential nature relating to the business of the **parties** disclosed by a **party** (whether before or after the date the second **party** enters into this **Agreement**) to the other **party** in relation to this **Agreement**, including, without limitation, the **premium**, details of **AXA PPP healthcare’s** systems, software and hardware and any information regarding the **policy** or otherwise relating to the affairs of the **school** which may be acquired by **AXA PPP healthcare**, in connection with the performance of this **Agreement**;
- 3.1.6 “**cover**” means the private medical insurance benefits and associated health services provided under this **policy** which are described in detail in this **Agreement** and the **membership handbook**;
- 3.1.7 “**cut off date**” shall mean those dates set out in Schedule 3;
- 3.1.8 “**data controller**” shall have the meaning set out in the **Data Protection Legislation**;
- 3.1.9 “**delegated authority agreement**” means an agreement between **The Permanent Health Company** and **AXA PPP healthcare** dated on 24 November 2021;
- 3.1.10 “**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, as each is amended in accordance with the Data Protection, Privacy and Electronic Communications

- (Amendments etc) (EU Exit) Regulations 2019 (as amended by SI 2020 no. 1586) and incorporated into UK law under the UK European Union (Withdrawal) Act 2018; and (b) any code of practice or guidance published by a **relevant regulator** from time to time;
- 3.1.11 “**FCA**” means the Financial Conduct Authority and/or any successor body and their officers and agents;
- 3.1.12 “**force majeure event**” means any circumstances beyond the reasonable control of either **party**, an **AXA Health 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 Health 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**.
- 3.1.13 “**FSMA**” means the Financial Services and Markets Act 2000;
- 3.1.14 “**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);
- 3.1.15 “**holding company**” shall have the meaning set out in s.1159 of the Companies Act 2006;
- 3.1.16 “**insured period**” shall mean a period of 12 months from and including the **commencement date**, and ending on the day immediately preceding the **renewal date**;
- 3.1.17 “**insured pupils**” shall be the individual pupils of the **school** who will receive the benefit of the **cover**, and accepted by **AXA PPP healthcare** as members under the **scheme**;
- 3.1.18 “**intellectual property**” means logos, trade marks, 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;
- 3.1.19 “**membership handbook**” means the handbook terms containing details of the benefits and limitations of the **cover** as set out in Schedule 1;
- 3.1.20 “**parties**” means **AXA PPP healthcare** and the **school**, and each shall be a “**party**”;
- 3.1.21 “**personal data**” shall mean personal data, including special categories of personal data (as listed in Article 9(1)(a) of the GDPR) and personal data relating to criminal convictions and offences as set out in the **Data Protection Legislation**;
- 3.1.22 “**policy**” means the terms and conditions contained in this **Agreement**, including the **membership handbook**, entered into by the **school** with **AXA PPP healthcare** in order to provide the **insured pupils** with insurance **cover**;
- 3.1.23 “**PRA**” means the UK Prudential Regulation Authority and/or any successor body and their officers and agents;
- 3.1.24 “**premium**” means the amount payable by the **school** to **AXA PPP healthcare** via **The Permanent Health Company** for the **insured period** in return for **AXA PPP healthcare** providing **cover** for the benefit of **insured pupils**;
- 3.1.25 “**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**;
- 3.1.26 “**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;

- 3.1.27 “**renew**” means the entry by the **school** into a new **Agreement** with **AXA PPP healthcare** for a further **insured period** (and “**renews**”, “**renewal**” and “**renewed**” shall be construed accordingly);
- 3.1.28 “**renewal date**” means the **scheme’s renewal** date as shown in the attached Schedule of Insurance;
- 3.1.29 “**representatives**” means in relation to each **party**:
- (i) employees and officers, and those of the **school** and **AXA Health group**, that need to know the **confidential information** for the purpose of this **Agreement**;
 - (ii) its professional advisers, which shall be limited to the **parties’** lawyers, accountants and auditors;
 - (iii) 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
 - (iv) any other person to whom the other **party** agrees in writing that **confidential information** may be disclosed in connection with this **Agreement**.
- 3.1.30 “**school term**” means the following three terms of an academic school year:
- a) Winter Term – 1st September to 31st December;
 - b) Spring Term – 1st January to 31st March;
 - c) Summer Term – 1st April to 31st August;
- 3.1.31 “**scheme**” means the private medical insurance **policy** provided by **AXA PPP healthcare** to the **school** known as the ‘Pupils Healthcare Scheme’ in accordance with the terms of this **Agreement**;
- 3.1.32 “**school**” means the school shown in the Schedule of Insurance;
- 3.1.33 “**subsidiary**” shall have the meaning set out in s.1159 of the Companies Act 2006;
- 3.1.34 “**The Permanent Health Company**” means The Permanent Health Company Limited, a company registered in England under registered company number 02933772, which has entered into a **delegated authority agreement** with **AXA PPP healthcare** for the provision of

private medical insurance to the **school’s** pupils pursuant to Clause 1.1 of this **Agreement**; and

- 3.1.35 “**treatment**” means surgical or medical services (including diagnostic tests) that are needed to diagnose, relieve or cure a disease, illness or injury.

3.2 In this **Agreement**:

- 3.2.1 unless the context otherwise requires, use of any gender includes the other genders and use of the singular includes the plural and vice versa;
- 3.2.2 references to “persons” includes natural persons, bodies corporate (wherever incorporated), unincorporated associations, partnerships and other unincorporated bodies;
- 3.2.3 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;
- 3.2.4 the Schedules and Appendices are an integral part and shall be interpreted accordingly;
- 3.2.5 all headings are for ease of reference only and shall not affect the interpretation of this **Agreement**;
- 3.2.6 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
- 3.2.7 any words following the terms «including», «includes», “in particular”, “for example” or any similar expression shall also mean “without limitation”.

4 Cover

In return for payment of the **premium** by the **school** to **AXA PPP healthcare** via **The Permanent Health Company** in accordance with Clause 6 of this **Agreement**, **AXA PPP healthcare** agrees to provide the **cover** for the **insured period** to the **school** for the benefit of **insured pupils** in accordance with the terms and conditions of this **Agreement** and the **membership handbook**.

5 Eligibility

- 5.1 The **school** hereby **undertakes** to offer **cover** to all pupils when they join the **school** if the **school** operates the **scheme** on an optional basis.
- 5.2 The **school** may not offer any other private medical insurance cover through another provider to **insured pupils**.
- 5.3 Unless otherwise specifically agreed in writing:-
- 5.3.1 in order for **insured pupils** to be included in the **scheme**, the school must provide **AXA PPP healthcare** with the information required in writing for **insured pupils** to be added to the **scheme**;
- 5.3.2 **insured pupils** may be included:
- a) from the **commencement date** as shown in the Schedule of insurance; or
- b) on or from the 1st day of the **school term** following the **insured pupil's** start date at the **school**; and
- 5.3.3 the **school** shall promptly (and in any event no later than the relevant **cut off date**) advise **AXA PPP healthcare** and the **insured pupil** in writing when any **insured pupil** is no longer to be included. If the **school** fails to advise **AXA PPP healthcare** by the appropriate **cut off date** for any reason the **school** will remain responsible for the payment of the **premium** in respect of the **insured pupil** until the end of the **school term** in which such notice is given.
- 5.3.4 the **school** shall promptly (and in any event no later than the relevant **cut off date**) advise **AXA PPP healthcare** in writing when any pupil of the **school** is to be included in order for the pupil to become an **insured pupil**.
- 5.3.5 For the avoidance of doubt, any notification pursuant to clauses 5.3.3 and 5.3.4 above received by **AXA PPP healthcare** after the relevant **cut off date** shall be rejected.

6 Premiums

- 6.1 **AXA PPP healthcare** shall notify the **school** in writing of the **premium** payable by the **school** to **AXA PPP healthcare** via **The Permanent Health Company** for the **cover** for each **insured period** pursuant to Schedule 2 of this **Agreement**.
- 6.2 All undisputed **premiums**, notwithstanding that an invoice may contain undisputed and disputed **premiums**, are due and payable for each **school term**, within 30 days of written notification from **AXA PPP healthcare** to the **school**.

- 6.3 The **school** shall be responsible for the payment of the **premium** for all **insured pupils** included under this **Agreement**.
- 6.4 **AXA PPP healthcare** reserves the right to cease the payment and pre-authorisation of **insured pupil's** claims if any part of the **premium** remains unpaid following the date it becomes due and payable.

7 Commencement, Renewal and Termination

- 7.1 **Cover** shall operate from the **commencement date**, and subject to payment by the **school** of the appropriate **premium**, shall continue in full force and effect for the **insured period**, unless terminated earlier in accordance with this Clause 7.
- 7.2 Subject to Clause 7.3, prior to the **renewal date**, **AXA PPP healthcare** has discretion to either (i) issue **renewal** terms and related documentation to the **school**, including any proposed alteration to the **cover** and/or **premium**, or (ii) notify the **school** that it does not wish to renew the **cover**. If the **school** confirms before the **renewal date** that it wishes to **renew** cover for a further **insured period**, the **parties** shall enter into a new agreement incorporating the **renewal** terms.
- 7.3 **AXA PPP healthcare** reserves the right to refuse to **renew** this **Agreement** from the **renewal date**.
- 7.4 **AXA PPP healthcare** reserves the right to terminate this **Agreement**, immediately on the giving of written notice to the **school**, if:
- 7.3.1 any part of the **premium** which is undisputed remains unpaid for more than 28 days after it has become due and payable to **AXA PPP healthcare** via **The Permanent Health Company** in accordance with Clause 6.2; or
- 7.3.2 the **school** has deliberately misled **AXA PPP healthcare** via **The Permanent Health Company** 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 Health group** company, material loss; or
- 7.3.3 the **school** goes into liquidation or becomes bankrupt, or if an administrator or receiver or an administrative receiver is appointed; or
- 7.3.4 otherwise in accordance with this **Agreement**.
- 7.4 Either **AXA PPP healthcare** or the **school** 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.

- 7.5 Upon termination of this **Agreement**, howsoever arising,
- 7.5.1 Any outstanding **premium** then unpaid will fall due for immediate payment to **AXA PPP healthcare** via **The Permanent Health Company**; and
- 7.5.2 **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.
- 7.6 Any termination of this **Agreement** shall be without prejudice to any accrued rights and obligations of both **parties** in respect of the period for which the **premium** has been paid.
- 7.7 Except for Clauses 3, 6, 7, 8, 9, 11, 12, 15.9 and 17 no other terms shall survive expiry or termination of this **Agreement** unless expressly provided.

8 Liability

- 8.1 Subject to Clause 8.2, the liability of **AXA PPP healthcare** under this **Agreement**:
- 8.1.1 in respect of any claims in respect of benefits payable to an **insured pupil**, shall be limited to the benefits payable in respect of the **insured pupil** as specified in the **policy** and limited to claims notified to **AXA PPP healthcare** within any time limit specified in the **membership handbook**;
- 8.1.2 in respect of all other claims in relation to this **Agreement** not falling within Clause 8.1.1, **AXA PPP healthcare's** total liability shall in no circumstances whatsoever exceed £1,000,000, and shall be limited to claims notified to **AXA PPP healthcare** within 12 months of the end of the **insured period** in which the claim accrued.
- 8.2 In no event will **AXA PPP healthcare** be liable to the **school** whether in contract, tort (including negligence) for breach of statutory duty, or otherwise, arising under or in accordance with this **Agreement** for any:
- 8.2.1 loss of profits, loss of revenue or loss of anticipated savings;
- 8.2.2 loss of business or opportunity, loss of goodwill or injury to reputation, loss of use or corruption of software, data or information;
- 8.2.3 any special, consequential or indirect loss or damage, suffered by the **school**; or
- 8.2.4 loss which arises as a result of the fraud or negligence of the **school** or as a result of a breach by the **school** of a term of this **Agreement** (or its officers, employees, agents and sub-contractors).
- 8.3 Nothing in Clause 8.1 or 8.2 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 of **AXA PPP healthcare** or its employees, servants or agents.
- 8.4 In the event that any undisputed **premium** or part of the undisputed **premium** remains unpaid after it has become due and payable to **AXA PPP healthcare** via **The Permanent Health Company** in accordance with Clause 6.2 notwithstanding that an invoice may contain undisputed and disputed **premiums**, **AXA PPP healthcare** may suspend the **cover** until such time as the outstanding undisputed **premium** is paid.
- 8.5 Without prejudice to the provisions of Clause 8.4 **AXA PPP healthcare** may at its discretion continue to provide the **cover** to **insured pupils** 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 **school** has given **AXA PPP healthcare** no reason to believe that the outstanding **premium** will not be paid. In such event if the **Agreement** is then terminated by **AXA PPP healthcare** for non-payment of **premium**, the **school** shall promptly on being given written notice from **AXA PPP healthcare**, refund to **AXA PPP healthcare** the full amount of any benefits paid for any period for which no **premium** has been received by **AXA PPP healthcare**.
- 8.6 For the purposes of making and calculating the value of any claim for breach by the **school** of any of its obligations under this **Agreement**, the **school** agrees that **AXA PPP healthcare** shall be entitled to claim against the **school** for any loss suffered by an **AXA Health group** company or other third party service provider engaged by **AXA PPP healthcare** in accordance with Clause 10, as if the failure by the **school** to discharge its obligations had occurred against and caused loss directly to **AXA PPP healthcare**.

- 8.7 Unless otherwise agreed between the **parties**, the **school** shall not engage a third party to carry out administration and claims handling services in relation to the **Policy**.

9 Administration

- 9.1 As the purpose of the **Agreement** is to provide cover for **insured pupils** the **school** undertakes to advise all **insured pupils** and their parents or legal guardian and authorised guardian (if applicable) as soon as practicable if any revised **membership handbook** terms are issued by **AXA PPP healthcare**, or any notice issued by **AXA PPP healthcare** relating to the **cover**.
- 9.2 The **school** undertakes that it will advise all **insured pupils** and their parents or legal guardian and authorised guardian (if applicable) as soon as practicable:
- 9.2.1 if the **cover** is varied or amended in accordance with Clauses 16.1 or 16.2; or
- 9.2.2 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 7 so that such **insured pupils** and their parents or legal guardians and authorised guardian (if applicable) are made aware that all **cover** has ceased and that benefits will not be payable for treatment costs incurred after the **termination** date
- 9.3 The **school** hereby indemnifies **AXA PPP healthcare** in full from and against any and all costs, liabilities, losses and expenses incurred by **AXA PPP healthcare** or any member of the **AXA Health group** in respect of claims made by or on behalf of **insured pupils**, where such costs, losses and expenses arise as a result of any failure by the **school**, its agents, its employees and/or anyone in respect of whom the **school** has assumed responsibility to perform its obligations under this **Agreement**, except any costs, liabilities, losses and expenses caused by **AXA PPP healthcare's** negligence or wilful default.
- 9.4 The **school** and **AXA PPP healthcare** shall remain responsible for ensuring their obligations under this **Agreement** are fully discharged notwithstanding that all or any part of the **school's** obligations are delegated to an intermediary or agent who shall be deemed to be the agent of the **school**.
- 9.5 The **school** 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 **school's** business.

10 Assignment & Subcontracting

- 10.1 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 Health group**.
- 10.2 **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 **insured pupils**. 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**.

11 Confidentiality

- 11.1 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) without the other **party's** prior written consent provided that this clause shall not extend to information which:
- 11.1.1 was rightfully in the possession of such **party** prior to the commencement of the negotiations leading to this **Agreement**; or
- 11.1.2 is already public knowledge or becomes so at a future date (other than by breach of this clause).
- 11.2 Subject to Clause 11.3, if in accordance with this Clause 11, 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.
- 11.3 In the event the **school** engages a third party auditor, the school 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 Health group**.

- 11.4 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.

12 Data Protection

- 12.1 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**.
- 12.2 Both **parties** acknowledge and agree that, for the purposes of this **Agreement**:
- 12.2.1 **AXA PPP healthcare** is a **data controller of personal data** concerning the **members** provided to **AXA PPP healthcare** in relation to receiving the benefit of the **cover**.
- 12.2.2 in the event **AXA PPP healthcare** engages third party providers to provide certain wellbeing services under the **cover** for the benefit of **members** in accordance with Clause 10.2, and **personal information** concerning **members** is provided by the **school** or **members** directly to the third party provider, the third party provider will be the **data controller** of such **personal data**.
- 12.3 Each **party** shall comply with its obligations under the **Data Protection Legislation**.
- 12.4 Each **party** agrees to use all reasonable efforts to assist the other to comply with such obligations as are respectively 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**.
- 12.5 **AXA PPP healthcare** may provide management information as agreed with the **school** but will only provide such information in anonymised form to the extent that it will not constitute **personal data**.
- 12.6 **AXA PPP healthcare** may use **personal data** received in accordance with this **Agreement** for direct marketing purposes in accordance with a **members** marketing preferences and consent.

13 Intellectual Property

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**. The integrity of each **party's intellectual property** shall be maintained at all times and the relevant owning **party's** written consent shall in any event be obtained prior to the use of any of that **party's intellectual property**.

14 Force Majeure

- 14.1 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**.
- 14.2 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:
- 14.2.1 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;
- 14.2.2 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**;
- 14.2.3 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**;
- 14.2.4 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**;
- 14.2.5 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.

15 Compliance, Anti-Bribery and Sanctions

- 15.1 The **school** 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**.
- 15.2 The **school** shall:
- 15.2.1 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;
 - 15.2.2 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
 - 15.2.3 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.
- 15.3 **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 **policy** 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.
- 15.4 **AXA PPP healthcare** reserves the right to immediately cease **cover**, stop paying claims on the **policy**, or cease providing a benefit in relation to any **insured pupil**, if such **insured pupil** is, directly or indirectly, subject to any sanction, prohibition or restriction described in Clause 15.3, including where relevant sanctions which apply against the **insured pupil**'s country of residence. If the **school** is aware that an **insured pupil** is subject to any sanction, prohibition or restriction, the school must inform **AXA PPP healthcare** within seven (7) days of obtaining such information.
- 15.5 **AXA PPP healthcare** may exercise its rights under Clause 15.4 even if that **insured pupil** has permission from a relevant authority to continue receiving the **cover** or benefit under the **policy**, or if that **cover** or benefit is exempted from any prohibition or restriction.
- 15.6 The **school** acknowledges that the **AXA Health group** adheres to certain principles and practices designed to prevent, detect and identify money laundering and counter terrorist financing.
- 15.7 Each **party** shall take such steps as necessary prior to the **commencement 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:
- 15.7.1 maintaining an effective anti-money laundering and counter terrorist financing regime, including detection, prevention, identification and appropriate responses;
 - 15.7.2 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;
 - 15.7.3 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** and notified in writing to the other **party** from time to time).
- 15.8 **AXA PPP healthcare** reserves the right to terminate this **Agreement** immediately if:
- 15.8.1 the **school** has failed to comply with Clause 15.2;
 - 15.8.2 **AXA PPP healthcare** deem that Clause 15.3 applies or the **school** is directly or indirectly, subject to any sanction, prohibition or restriction described in Clause 15.3.
- 15.9 Where a **party** fails to comply with Clause 15.7, 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.

16 General

- 16.1 Subject to Clause 16.1 of this **Agreement**, no variation will be admitted unless such variation is agreed in writing on behalf of both **parties** by a properly authorised representative.
- 16.2 **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 **school**) to reflect any changes in Insurance Premium Tax, if applicable, 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.
- 16.3 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 **school** at the registered office given above (or such other address as may have been notified to the other party) on the day after it was posted.
- 16.4 The waiver by **AXA PPP healthcare** or the **school** 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.
- 16.5 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**.
- 16.6 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 **school** it may be severed from this **Agreement** and the remaining provisions of this **Agreement** shall remain in full force and effect.
- 16.7 Each **party** acknowledges that this **Agreement** 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.
- 16.8 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 **commencement date** but without prejudice to any rights which have already accrued to any of the **parties**.

17 Governing Law

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

Schedule 1 - Private Medical Insurance Benefits

Please see the accompanying membership handbook



Schedule 2 - Premium Determination

1 Premium

- 1.1 The **premium** for the **insured period** will be calculated for each **school term** in the **insured period** by **AXA PPP healthcare**.
- 1.2 To enable the necessary calculation to be made the school shall provide **AXA PPP healthcare** with the names of each **insured pupil** to be included during the **insured period** for each **school term** in advance of each respective **cut-off date**.
- 1.3 **AXA PPP healthcare** will then tell the **school** in writing the amount of the **premium** required.
- 1.4 In the event the prevailing rate of Insurance Premium Tax increases, if applicable, **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 school) to reflect any changes in Insurance Premium Tax in accordance with Clause 16.1 of this **Agreement**.
- 1.5 The premium is payable every **school term** within 30 days of the invoice date.

Schedule 3 - Cut Off Date

Term start: **cut off date:**

1 September 30 September

1 January 31 January

1 April 31 May

- 1 For the avoidance of doubt, any applications for lapses or expansions of **insured pupils** will be rejected if received by **AXA PPP healthcare** after the relevant **cut off date**.
- 2 The school shall remain liable for any premiums owed for the term for any **insured pupil** that has not been lapsed by the relevant **cut off date**.