

# Group Scheme Terms and Conditions

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# Welcome to Benenden Health

## About Benenden Health

Benenden Health is the brand name of The Benenden Healthcare Society Limited. Benenden Health was founded in 1905 in response to the tuberculosis pandemic. Over 115 years later, we're still here for our 870,000+ members. As we're a mutual, we don't have shareholders and we're run exclusively for the benefit of our members. Our ambition is to improve the nation's health and our healthcare is designed to offer a simple, smart and more affordable health and wellbeing solution for everyone.

We are not a private medical insurer. We provide healthcare services on a discretionary basis, except treatment for tuberculosis, which is provided on an insured basis. Our services are reviewed regularly and subject to the resources we have available. In some cases, provision of service can be dependent on factors such as an NHS Practitioner referral, NHS wait times and the type of treatment required.

Our discretionary model is at the heart of everything we do. It has served our members well for more than 115 years and allows us to manage our funds and the services we provide carefully to ensure that we can continue to offer every member one affordable price regardless of age and pre-existing medical condition.

For more information visit [benenden.co.uk/healthcare-for-business](https://benenden.co.uk/healthcare-for-business)

## About Healthcare for Business

It's no secret that people are a business's greatest asset. We believe that healthcare is as fundamental to business success and our aim is to enable all businesses in the UK the ability to offer affordable, private healthcare to every single one of their team. Benenden Healthcare for Business may help with services including:

- 24/7 GP Helpline
- 24/7 Mental Health Helpline
- Mental Health Support
- Physiotherapy
- Medical Diagnostics
- Surgical Treatment
- Cancer Support

Our principle of fairness means that everyone is welcome as a member. We do not exclude anyone on the grounds of pre-existing medical conditions, there is no upper age limit, we do not charge administrative fees or excesses, we have no lengthy contracts and we will not increase the price of membership just because Participants of the Group Scheme have used our services.

The services Benenden Health provides to Participants of the Group Scheme are governed by our Rules, which can be found at [benenden.co.uk/rulebook](https://benenden.co.uk/rulebook), and our Guide to Services, which aims to make clear the services we provide to Participants of the Group Scheme and the principles we consider when determining whether to help. When services change, we will keep members informed of changes via our website or communications to the member.

# Setting up a Group Scheme with Benenden Health

These Group Scheme Terms and Conditions, together with the Application Form, the Group Scheme Certificate, the Corporate Portal Terms and the Data Processing Terms form the agreement between the Organisation ("you" and "your") and The Benenden Healthcare Society Limited ("we", "our" or "us") in relation to the Group Scheme.

Unless the context otherwise requires, all defined words and phrases used in these Group Scheme Terms and Conditions shall have the meaning given in the Glossary on pages 18 - 21.

We hold a record of each Participants' inclusion in the Group Scheme. When we refer to this record, we use the term 'membership' which gives the Participants certain rights and responsibilities that are set out in our Guide to Services.

## The role of the Group Secretary

The Organisation should appoint a Group Secretary who has the authority to accept these Group Scheme Terms and Conditions (this document) and ensure they are adhered to.

As the person taking responsibility for managing the Group Scheme, the role of the Group Secretary includes:

- Making sure that all Eligible Participants of the Group Scheme are provided with all the relevant documents we supply to you about the membership of Benenden Health before joining
- Telling us about the Organisation's name, address or business changes
- Maintaining a record of all the Participants included in the Group Scheme using the Corporate Portal
- Letting us know about new Proposed Participants to be added to the Group Scheme
- Telling us when any Participants need to be removed from the Group Scheme and ensuring they are made aware the benefit provided by the Organisation has ended
- Keeping Participants of the Group Scheme updated about any changes made to the Group Scheme that could affect their membership
- Making sure all invoices issued by Benenden Health are paid on time
- Satisfying yourself of (whether by obtaining advice or otherwise) the income tax and/or national insurance contribution implications for Participants. Benenden Health is unable to provide any information or advice on this matter.

As Group Secretary you must not:

- Provide any advice to Eligible Participants of the Group Scheme about its suitability to meet their needs
- Represent Participants when they are making any claims to access the benefits of Benenden Health membership

If a new Group Secretary is appointed by the Organisation, we must be told straightaway so we can update our records. This will avoid any delays in making changes to the Group Scheme or the membership.

Our Sales Support Team are available from 9am until 5pm Monday to Friday to help the Group Secretary in managing the Group Scheme. They can be contacted by email at [sales.support@benenden.co.uk](mailto:sales.support@benenden.co.uk) or on 0808 256 2910. Calls may be recorded for security and training purposes. These contact details are also on your Group Scheme Certificate.

## Our Group Scheme documents

Each of the documents listed below are provided as part of setting up and managing the Group Scheme. Some are aimed at you as the Group Secretary, and others will be issued to each of the Eligible Participants of the Group Scheme either before their membership starts or afterwards.

### Corporate Documents:

#### Healthcare for Business

The brochure that has been shared with the Organisation providing an overview of Benenden Healthcare for Business to enable you to decide if it meets your requirements.

#### Group Scheme Terms and Conditions (this document)

This document sets out the responsibilities of the Group Secretary who manages the Group Scheme on behalf of your Organisation, and that of any Scheme Administrators or Intermediary that you may also appoint to support you in managing the Group Scheme.

It also includes the General Conditions under which the Group Scheme is offered to the Organisation.

#### Application Form

This is the form the Group Secretary completes to set out the way in which the Organisation would like the Group Scheme to be set up and, once signed by you, it forms your acceptance of the Group Scheme Terms and Conditions (this document).

#### Group Scheme Certificate

This document will be issued to the Group Secretary once we have received and accepted the application to set up a Group Scheme on behalf of the Organisation, and it confirms the basis on which the Group Scheme has been agreed including:

- The name and address of the Organisation and the intended Start Date
- The Group Scheme reference ID
- Whether the Group Scheme is Organisation sponsored or voluntary
- The agreed payment frequency and method of payment
- The monthly Premium per Participant that is chargeable to the Organisation
- Any other conditions relating to how the Group Scheme is established that may have been agreed by us

It is the Group Secretary's responsibility to check and confirm the details are correct on the Group Scheme Certificate and to tell us immediately if you believe they are not. Once Participants are added to the Group Scheme and the Group Scheme starts, we are unable to change things.

### **Product Information:**

Before joining each Eligible Participant should have independently satisfied themselves that this product meets their demands and needs.

### **The Guide to Services**

This document forms the basis under which membership of Benenden Health is offered. This document is provided to Eligible Participants before becoming a member and to all the Participants once their membership has started.

If we have been provided with an email address as part of the enrolment process, Participants will access their Guide to Services electronically as part of their Welcome Pack. Otherwise, we will send them a Welcome Pack in the post.

The Guide to Services details the services which may be requested and accessed including any limits, what is not covered, how to make a claim and how to make a complaint.

Where we make any changes to the services offered as part of their membership, we will keep the Participants informed of changes via our website, or direct communications. Replacement copies of the Guide to Services are available by contacting us.

### **The Insurance Product Information Document (IPID)**

The IPID is designed to provide information in a standardised format to help Eligible Participants make a more informed decision and help ensure the product meets their needs.

### **Benenden Healthcare for Business Participant Forms**

Where membership (whether for the Eligible Participant or their Dependents) will be partially or fully funded by Eligible Participants, we provide a standardised form for you to make available to Eligible Participants, or with our prior approval you may replicate this form in a format to suit the needs of the Organisation.

# Managing the Group Scheme

## Who is eligible to participate in the Group Scheme?

In summary:

- Any individual linked to the Organisation<sup>1</sup>
- Any associated Dependants<sup>2</sup>
- All Proposed Participants must live in the UK at the point of joining and if they have not already done so, all Proposed Participants will need to be registered with a UK GP who has their full medical records if they want to make a claim for Medical Diagnostics or Surgical Treatment

## Our Corporate Portal

Our Corporate Portal is a secure online tool that gives you the freedom to self-administer your Group Scheme.

Once your Application Form has been accepted and you have received the Group Scheme Certificate, you, any other Scheme Administrators or an Intermediary that you have told us about in your Application Form will receive an email asking you to register for online access to the Corporate Portal.

Through the Corporate Portal you will be able to carry out several tasks to help you manage your Group Scheme. Paragraph 5.3 of the General Conditions gives you more details about this.

Through the Corporate Portal you will also be sent your periodic invoices for membership of the Group Scheme, and you can also see if any payments are outstanding. More details relating to payments are set out in paragraph 6 of the General Conditions.

## Applications for new joiners

Once Eligible Participants have

- Received the Guide to Services and the IPID document; and
- Where membership (whether for the Eligible Participant or their Dependants) will be partially or fully funded by Eligible Participants and they have applied using the Participant Form we have provided (or with our prior approval as replicated in a format to suit the needs of the Organisation)

you can then add Proposed Participants to the Group Scheme through the Corporate Portal.

We aim to cover the Participants from the 1st day of the month following the date on which you add them to the Group Scheme on the Corporate Portal.

Individuals wishing to join the Group Scheme who are already individual Benenden Health members will not experience a break in cover between their current membership and joining the Group Scheme. We will notify you of any such Proposed Participants and you should make the Eligible Participant aware that their/their Dependants payment method will change.

<sup>1</sup> Please refer to definition of "Eligible Participant" in the Glossary for full details

<sup>2</sup> Please refer to definition of "Dependant" in the Glossary for full details

## Removing Participants from the Group Scheme

If you need to remove a Participant from the Group Scheme you can manage this through the Corporate Portal. There are no specific forms to complete.

It is important to notify us of any leavers as soon as they occur, and no later than 30 days afterwards. This will help avoid claims being authorised for Participants who are no longer eligible for membership, or us charging you for a membership that hasn't been cancelled.

## Changes in Participants

As set out above, you should inform us of any changes in Group Scheme participation in the relevant month they occur, and any amendments to the Premiums arising as a result will be reflected in your next invoice.

The next invoice will show either the additional Premium due to us or the credit due to you – depending on whether the membership of the Group Scheme has increased or decreased. Any debit or credit will be calculated on a pro rata basis depending on the month a Participant joined or left the Group Scheme and the payment frequency.

## Continuation option

After an Accepted Eligible Participant leaves the Organisation and you have removed them from the Group Scheme, we may write to them to invite them to continue their membership as an individual, but it is their responsibility to tell us they want continuation of cover for themselves and their Dependants.

If they do not contact us within 90 days, continuation of membership will not be possible, and they will have to apply for a new individual membership. It should be noted that the benefits, terms, and conditions of individual membership may be different from those of the Group Scheme.

## Other changes

Except for those outlined above, it is not possible to make other changes to the way in which your Group Scheme has been set up, so you should make sure that the Group Scheme meets your requirements before it is established.



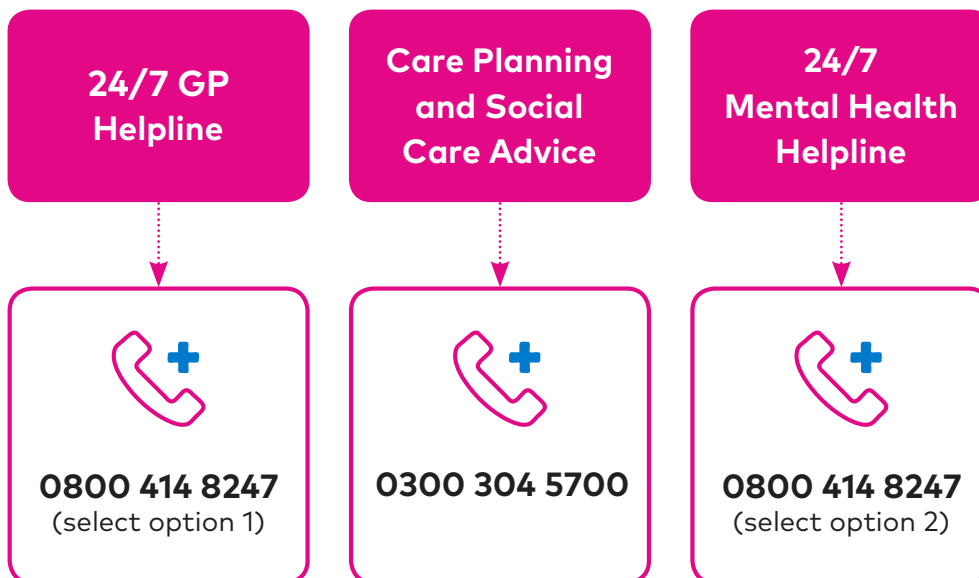
# How can Group Scheme Participants make a claim

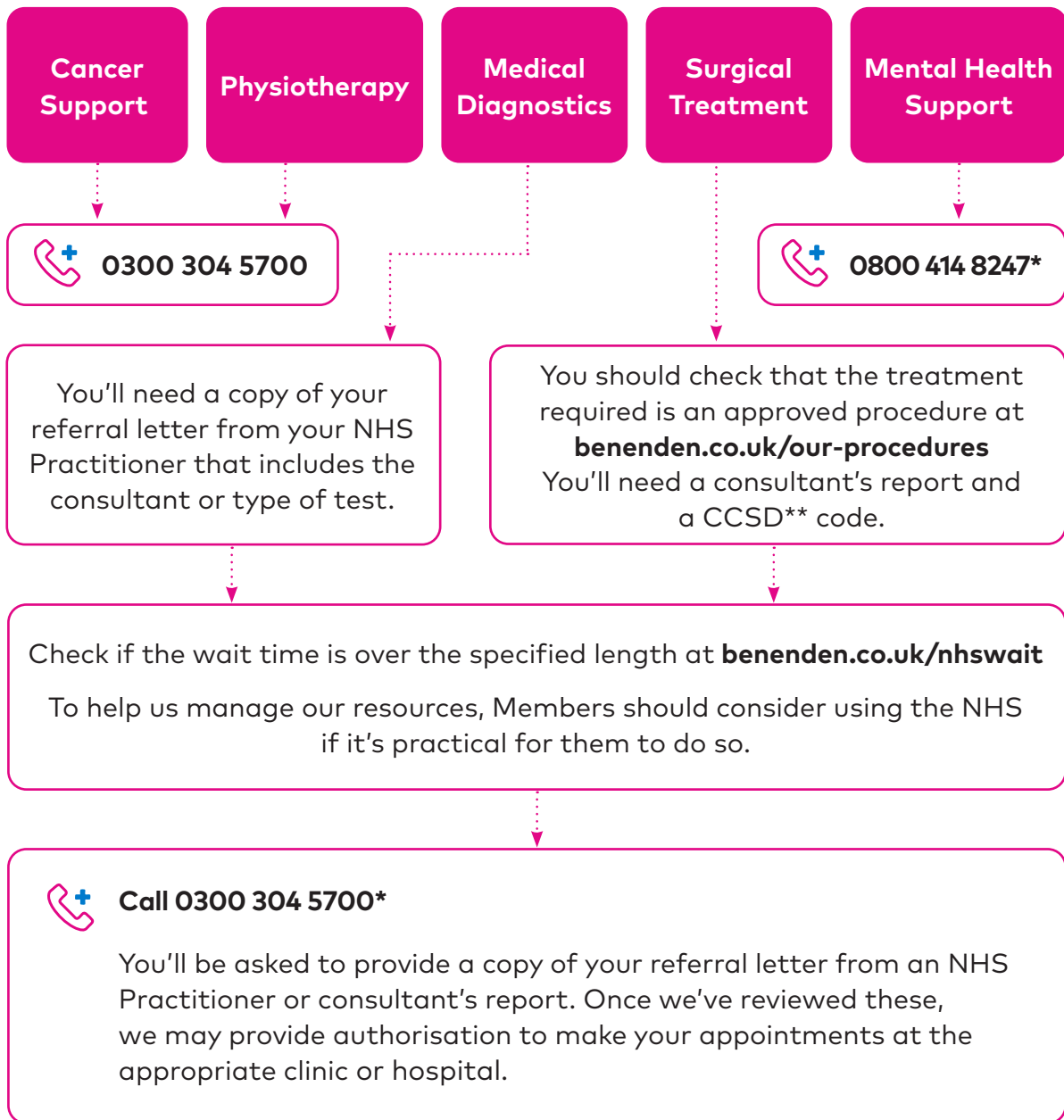
As Group Secretary, Participants in the Group Scheme may look to you for help when making a claim, so it is worth familiarising yourself with our claims process. Knowing what is involved will let you guide individuals quickly and help reassure them during what could be an uncertain time. However, you must not contact Benenden Health on their behalf. Further details of each service, including any qualifying periods and how to request support, is included in the Guide to Services.

If one of the Group Scheme Participants needs to make a claim, their first step should be to check their Guide to Services, log in to their online My Benenden page, or refer to the Benenden Health App where they can find information on the claims process.

They can also call the following numbers, dependent on which service they want to access.

The Group Scheme Participant will be guided through the claims process.





\*Meeting the steps on this page does not constitute a guarantee that we can provide assistance. Please note that we need to speak to the person requesting help unless they are under 16 years of age or have someone who holds power of attorney on their behalf, or the court of protection has appointed someone to act on their behalf or the Member has registered a third party representative to act on their behalf. See page 40 of the Guide to Services for details.

\*\*CCSD stands for Clinical Coding and Schedule Development. Find out more about CCSD codes and how to get a code on page 22 of the Guide to Services.

# General Conditions

## 1. Background

You wish to introduce Eligible Participants and their Dependants (where indicated on the Application Form) to us as we provide (a) a range of healthcare services on a discretionary basis (meaning that the services provided are subject to the available resource through membership contributions) and (b) treatment for tuberculosis on an insured basis. These General Conditions are part of the arrangements entered into between you and us and set out the rights and responsibilities we each have in connection with that introduction.

Only the Participants can access the healthcare services. Healthcare services are provided to Participants in accordance with our Rules and the Guide to Services.

## 2. Agreement

The agreement between you and us consists of the Application Form, these Group Scheme Terms and Conditions, the Group Scheme Certificate, the Corporate Portal Terms (available at [benenden.co.uk/corpportalterms](http://benenden.co.uk/corpportalterms)) and the Data Processing Terms (available at [benenden.co.uk/dataprocесsterms](http://benenden.co.uk/dataprocесsterms)) where relevant (the 'Agreement').

This Agreement is effective from the Start Date.

Subject to paragraph 3, this Agreement will continue until either you or we serve 3 months' written notice (expiring on or after the first Scheme Anniversary falling after the Start Date) to end the Group Scheme.

## 3. Cancelling the Group Scheme

3.1 We can immediately on giving notice:

3.1.1 cancel the Group Scheme; or

3.1.2 stop paying claims and withhold any other benefits available to Participants under the Rules and Guide to Services, at any time if any of the following happens:

a. your Premium is overdue by more than 30 days; or

b. you have breached your obligations under the Group Scheme and have refused to or not remedied such failure within 30 days of notice from us; or

c. you have given us incomplete or untruthful answers in any information we have asked for; or

d. you have entered a composition with your creditors, wound up or gone into liquidation or bankruptcy or had an administrator or receiver or administrative receiver appointed in respect of all or part of your business.

If we cancel the Group Scheme, we will write to you at your last known address.

- 3.2 From the date the Group Scheme comes to an end:
- 3.2.1 Participants will no longer have access to the benefits available under the Rules and Guide to Services;
  - 3.2.2 we will not make any further payments for any diagnosis or treatment, or the costs of other benefits incurred by Participants, after the end date; and
  - 3.2.3 as the Group Secretary, you should make sure that the Participants are told that they will no longer have access to the benefits available under the Rules and Guide to Services.
- 3.3 On ending of the Group Scheme:
- 3.3.1 where the Group Scheme pays monthly, we will provide you with an invoice (to be paid immediately) up to the end of the month in which the Group Scheme ends; or
  - 3.3.2 where the Group Scheme pays annually or quarterly, we will provide you with a refund in respect of any months pre-paid falling after the date the Group Scheme comes to an end; and
  - 3.3.3 we may (at our option) provide all Participants with an opportunity to continue accessing the benefits available under the Rules and the Guide to Services as individual members.
- 3.4 The ending of this Agreement is without prejudice to any rights and remedies you or we may have that have occurred up to the date it ends. Any parts of this Agreement implicitly intended to come into or remain in force on the ending of this Agreement shall continue in full force and effect.

## 4. The Group Secretary

### 4.1 General

In order for the Group Scheme to run smoothly we expect you to:

- 4.1.1 make the Product Information available to Eligible Participants in compliance with all of our lawful and reasonable instructions;
- 4.1.2 identify a Group Secretary in the Application Form;
- 4.1.3 inform us if the Group Scheme holder's name or address has changed;
- 4.1.4 inform us, in advance, if any Participant is no longer to be covered under this Group Scheme;
- 4.1.5 inform us, in advance, if the Group Secretary is to change; and
- 4.1.6 ensure that all Premiums are paid when due.

## 4.2 Main responsibilities of the Group Secretary

The general obligations under paragraph 4.1, includes a requirement to do all the following:

- 4.2.1 disclose to each Eligible Participant that you have no authority or ability to accept the Eligible Participant or their Dependants as a Participant;
- 4.2.2 provide, or procure that any Scheme Administrator or Intermediary provides, an initial list of Proposed Participants in accordance with paragraph 5 below;
- 4.2.3 tell us of, or appoint a Scheme Administrator or Intermediary to tell us of, any changes to the Participants (see paragraph 5 below) and tell any Accepted Eligible Participants who are leaving the Organisation that they (and any of their Dependants) will no longer have access to the benefits available under the Rules and Guide to Services from the day they leave;
- 4.2.4 adhere to and procure that, any Scheme Administrator or Intermediary adheres to, the Corporate Portal Terms and the Corporate Portal User Guide;
- 4.2.5 ensure that invoices are processed and paid in accordance with paragraph 6 below, and that any disputes relating to payments are resolved promptly;
- 4.2.6 make the Product Information available to all new Eligible Participants;
- 4.2.7 tell all Accepted Eligible Participants of any changes to the Group Scheme that could affect the provision of benefits in accordance with the Guide to Services;
- 4.2.8 tell Accepted Eligible Participants of any changes in the Premium;
- 4.2.9 send Accepted Eligible Participants any other communication which we wish to make about the benefits available under the Rules and Guide to Services and/or the Group Scheme;
- 4.2.10 direct Accepted Eligible Participants to our website or our Member Services Teams if they want to access the benefits available under the Rules and Guide to Services;
- 4.2.11 advise us immediately if:
  - 4.2.11.1 you have given us incomplete or untruthful answers in any information we have asked for; or
  - 4.2.11.2 the Organisation has entered a composition with its creditors, wound up or gone into liquidation or bankruptcy or had an administrator or receiver or administrative receiver appointed in respect of all or part of its business.

We are not responsible for any failure by you to carry out your duties as Group Secretary.

Where you appoint a Scheme Administrator or Intermediary, you will be responsible for all acts and omissions of the Scheme Administrator or Intermediary as if they were your own.

### 4.3 Limits to scope of authority of the Group Secretary

The general obligations at paragraph 4.1 and the main responsibilities at paragraph 4.2, do not include:

- 4.3.1 the right to provide any advice to Eligible Participants or Dependants of the Group Scheme about the suitability of Benenden Health membership to meet their needs;
- 4.3.2 the right to represent Participants when they are making any claims to access the benefits of Benenden Health membership;
- 4.3.3 the right to produce any marketing material for Benenden Healthcare for Business;
- 4.3.4 authority to hold yourself out, or permit any person to hold themselves out, or otherwise create the impression that you are authorised to bind us in any way or do any act which might reasonably create the impression that you are so authorised; or
- 4.3.5 authority to make or enter any contracts or commitments or incur any liability with Eligible Participants or Dependants or Participants for or on behalf of us.

## 5. Eligible Participants and Dependants

### 5.1 Initial listing

On issue of the Group Scheme Certificate you will provide us an initial listing of Proposed Participants ("Initial Upload") using our Corporate Portal, or such other system as may be notified from time to time and in accordance with such of our security protocols as may be notified from time to time.

Where membership (whether for the Eligible Participant or their Dependants) will be partially or fully funded by Eligible Participants, in providing the Initial Upload you confirm that you have received a Participant Form in respect of each such Proposed Participant. You will maintain complete and accurate records and information to demonstrate your compliance with this paragraph 5.1 (providing copies of such records and information upon request) for the term of the Group Scheme and for six (6) years following termination of the Group Scheme or where shorter for the term of each Participants involvement in the Group Scheme and for six (6) years following termination of such involvement. You will allow us or our designated auditor to audit your compliance.

### 5.2 Joiners and leavers

On or by the 25th of each month, you will notify us of any additional Proposed Participants who wish to join, or Participants who wish to leave the Group Scheme ("Upload Update"), using our Corporate Portal, or such other system as may be notified from time to time and in accordance with our security protocols as may be notified from time to time.

Where membership (whether for the Eligible Participant or their Dependants) will be partially or fully funded by Eligible Participants, in providing the listing of additional Proposed Participants you confirm that you have received a Participant Form from each such additional Proposed Participant. You will maintain complete and accurate records and information to demonstrate your compliance with this paragraph 5.2 (providing copies of such records and information upon request) for the term of the Group Scheme and for six (6) years following termination of the Group Scheme or where shorter for the term of each Participants involvement in the Group Scheme and for six (6) years following termination of such involvement. You will allow us or our designated auditor to audit your compliance.

### 5.3 Corporate Portal

Security of data is paramount, you will supply the Initial Upload and any Upload Updates using the Corporate Portal and adhering to:

5.3.1 the Corporate Portal Terms at [benenden.co.uk/corpportalterms](https://benenden.co.uk/corpportalterms); and

5.3.2 the Corporate Portal User Guides.

## 6. Premium and payment

### Premium

6.1 The Premium per Participant is set out in the Group Scheme Certificate and may be adjusted by us at any time on three months' notice. Neither value added tax (VAT) nor insurance premium tax (IPT) applies to the Premium.

### What you need to know about paying your Premiums

6.2 We will issue invoices in advance at the intervals set out in the Group Scheme Certificate for all Premiums due. The initial invoice will be based upon the number of Participants in the Initial Upload and the payment interval. Subsequent invoices will be based upon the revised number of Participants (shown in the latest Upload Update) and will reflect movement in Participants numbers since the last invoice by applying additional debits or credits. No money will be reimbursed.

6.3 Where you have paid annually in advance and during a year there is a movement of 50 or more Participants (joiners and leavers), you must let us know and we may issue an additional invoice (or credit note).

6.4 You will pay each invoice in pounds sterling by the agreed method, set out in the Group Scheme Certificate on or within 30 days of the date of invoice. You must pay us the Premiums due for all Participants. It is your responsibility to collect all monies due from Accepted Eligible Participants for any part of the Premium the Accepted Eligible Participant owes to you and where the Group Scheme type is 'Eligible Participants and Dependants', the Premium which relates to their Dependants.

6.5 You may dispute in good faith any amounts in an invoice within 30 days of the date of that invoice. If a disputed sum cannot be resolved within that period, then you shall pay all undisputed amounts on the 30th day following the date of invoice pending resolution of the dispute.

6.6 We may suspend access to the benefits available to Participants under the Rules and Guide to Services (including without limitation suspension of the authorisation of claims) if an invoice is overdue by more than 30 days, until all Premiums due have been paid in full.

6.7 We reserve the right to pass any outstanding amounts to a debt collection agency. Any additional costs from the debt collection agency will be charged to you.

6.8 Upon termination of the Group Scheme (howsoever arising), you shall immediately pay any outstanding unpaid Premium.

## 7. Data protection

7.1 This paragraph 7 is in addition to and does not replace your obligations under the Data Protection Laws. The terms 'controller', 'personal data', 'process', 'processing' and 'processor' have the meanings prescribed in the Data Protection Laws.

## Accepted Eligible Participants

- 7.2 You and we each collect and process personal data about Accepted Eligible Participants ("AEP Personal Data") in our respective capacities as controllers. Any transfer to us by or on behalf of you of AEP Personal Data is made on a controller-controller basis.
- 7.3 You will comply with Data Protection Laws and will not by your act or omission or the act or omission of any entity in the Group Organisation cause us to breach Data Protection Laws.

## Dependants

- 7.4 Where the Group Scheme type is 'Eligible Participants and Dependants', you will collect and process personal data about Dependants ("Dependants Personal Data") on our behalf. We are the controller and you are the processor in relation to Dependants Personal Data.
- 7.5 The terms at [benenden.co.uk/dataprocessterms](https://www.benenden.co.uk/dataprocessterms) apply to the processing of Dependants Personal Data by you.

## Management information

- 7.6 We may provide management information as agreed with you but will only provide such information in anonymised form to the extent it will not constitute personal data.

## 8. Liability

- 8.1 Subject to paragraph 8.2, our liability under the Group Scheme is limited to paying for access to the benefits available to Participants under the Rules and Guide to Services. Our liability to pay for access to such benefits will be suspended immediately in the event that you fail to pay the Premium in accordance with paragraph 6 above.
- 8.2 Nothing in paragraph 8.1, excludes our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation.

## 9. General

- 9.1 You will comply with all relevant Laws and maintain such records as are necessary pursuant to such Laws.
- 9.2 We will each treat as confidential our respective Confidential Information and will not disclose it to any person or use it other than to exercise our respective rights under this Agreement.
- 9.3 All Intellectual Property in the Corporate Documents and the Product Information belongs to us. You will only use our logos, brand names and trademarks to perform your obligations under this Agreement or with our written consent.



- 9.4 If there is any inconsistency between the terms of the General Conditions and any other part of the Group Scheme Terms and Conditions (this document), the terms of the General Conditions shall prevail.
- 9.5 Any notice issued under this Agreement must be in writing and delivered or sent by prepaid first class post or recorded delivery to the recipient and will be considered given 48 hours after it was posted.
- 9.6 The Group Scheme Terms and Conditions, the Application Form and the Group Scheme Certificate represent the whole and only agreement between you and us relating to the Group Scheme. You acknowledge that you have not relied upon any oral or written representation made by us or our employees or agents.
- 9.7 No term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to it.
- 9.8 The Group Scheme Terms and Conditions and any dispute or claim arising out of or in connection with their subject matter (including non-contractual disputes and claims) are governed by English law and are subject to the exclusive jurisdiction of the English courts. The language used in this Agreement and any communication relating to them will be English.

# Glossary

## **Accepted Eligible Participant**

An Eligible Participant accepted for inclusion in the Group Scheme.

## **Agreement**

Has the meaning set out in General Conditions paragraph 2.

## **Application Form**

The application form for a Group Scheme as completed by you and returned to us.

## **Associated Undertaking**

Each Undertaking which directly or indirectly Controls, is Controlled by or is under the common Control with an Undertaking.

## **Benenden Healthcare for Business**

The product name associated with setting up a Group Scheme for an Organisation.

## **Confidential Information**

(a) information concerning the business, finances, affairs, customers, clients or suppliers of the other party; and (b) any information that is identified as being of a confidential or proprietary nature or that would be regarded as confidential by a reasonable business person.

## **Control**

The ability to control or direct the management of an Undertaking by virtue of ownership, the right of appointment, voting rights, the ability to control the exercise of voting rights or any other agreement.

## **Corporate Documents**

Healthcare for Business, Group Scheme Terms and Conditions, Application Form and Group Scheme Certificate.

## **Corporate Portal**

Our online platform for administration of the Group Scheme.

## **Corporate Portal Terms**

The corporate portal terms (as may be amended from time to time) applying to the use of the Corporate Portal in accordance with General Conditions paragraph 5.3.

## **Corporate Portal User Guides**

The documents made available to the Group Secretary and the Scheme Administrators that detail how to use the Corporate Portal.

## **Data Processing Terms**

The data processing terms (as may be amended from time to time) applying to the processing of Dependants personal data in accordance with General Conditions paragraph 7.5.

**Data Protection Laws**

Means Directive 95/46/EC, as transposed into domestic legislation of each Member State of the European Economic Area and in each case as amended, replaced or superseded from time to time, including without limitation by the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council ("GDPR"), and UK Data Protection Laws, and/or other applicable data protection or national privacy legislation in force, including where applicable, statutes, decisions, codes of practice issued from time to time by courts, any Supervisory Authority and other applicable authorities.

**Dependants**

A family member of an Eligible Participant, (family member being a spouse or partner, a parent or dependent child (below the age of 19 or within full-time education)) named by or on behalf of the Organisation in an Initial Upload or any Upload Update.

**Eligible Participant**

An individual connected with the Organisation or the Organisation Group whether as an employee, member or otherwise and in respect of whom the Organisation or Organisation Group (as the case may be) is a controller (as defined in General Conditions paragraph 7) of the following personal data: title, full name, date of birth, address, email address and contact number.

**General Conditions**

The general conditions set out at pages 11 - 17 of this Group Scheme Terms and Conditions.

**Group Scheme Certificate**

The certificate issued to the Group Secretary confirming acceptance of the Group Scheme and detailing any conditions of the Group Scheme.

**Group Secretary**

The individual acting on behalf of the Organisation and designated by the Organisation in the Application Form as responsible to administer the Group Scheme in accordance with the Agreement.

**Guide to Services**

The document 'Your guide to Benenden Healthcare' which we provide in accordance with our Rules (as may be updated from time to time).

**Holding Company**

Has the meaning set out in s1159 of the Companies Act 2006.

**Initial Upload**

Has the meaning set out in General Conditions paragraph 5.1.

**Intellectual Property**

Logos, trademarks, trade or business names, service marks, design rights, data base rights, domain names, copyright, patents, utility models, know how and any other similar rights, whether or not registered and all applications for the same.

**Intermediary**

Any regulated financial adviser as detailed in section 8 of the Application Form who has been appointed by and is acting on behalf of the Organisation to source, arrange or manage the Group Scheme.

**Laws**

Any applicable law, statute, bye law, regulation, order, regulatory policy or guidance (including any requirement or notice of any regulatory body), rule of court or directives, delegated or subordinate legislation in force from time to time.

**Member State**

A member state of the European Union.

**NHS Practitioner**

Any clinician contracted by the NHS to provide care including (but not limited to) a NHS GP, NHS Advanced Nurse Practitioner, NHS Advanced Care Practitioner and NHS Physiotherapist.

**Organisation**

The organisation named in the Application Form.

**Organisation Group**

(a) Where the Organisation is a company, the Organisation and each of its direct or indirect Subsidiaries or indirect Holding Companies or direct Holding Companies or direct or indirect Subsidiary of any such Holding Companies; or (b) where the Organisation is an Undertaking, the Organisation and each of its Associated Undertakings.

**Participant**

Each Accepted Eligible Participant and each Dependant accepted as a participant in the Group Scheme by us.

**Participant Form**

Where membership (whether for the Eligible Participant or their Dependents) will be partially or fully funded by Eligible Participants, the Benenden Healthcare for Business form provided by us (or with our prior approval as replicated in a format to suit the needs of the Organisation).

**Premium**

The contribution payable per Participant as set out in the Application Form and as may be adjusted by us in accordance with General Conditions paragraph 6 for the provision of services in accordance with the Guide to Services.

**Product Information**

The Insurance Product Information Document, the Guide to Services, the Participant Form (all as may be updated from time to time).

**Proposed Participants**

Eligible Participants and any Dependents notified to us under an Initial Update or Upload Update (as defined in General Conditions paragraph 5.2) in accordance with General Conditions paragraph 5.

**Rules**

The rules of The Benenden Healthcare Society Limited (as the same may be updated from time to time).

**Scheme Administrator**

Any person within the Organisation as detailed in section 6 and 7 of the Application Form appointed by the Organisation to manage the joiners and leavers on behalf of the Organisation.

**Scheme Anniversary**

An anniversary of the Start Date.

**Start Date**

The date for commencement of the Group Scheme as set out in the Group Scheme Certificate.

**Supervisory Authority**

(a) an independent public authority which is established by a Member State pursuant to Article 51 GDPR; and (b) any similar regulatory authority responsible for the enforcement of Data Protection Laws.

**Subsidiary**

Has the meaning set out in s1159 of the Companies Act 2006.

**UK Data Protection Laws**

The GDPR as transposed into United Kingdom national law by operation of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019, together with the Data Protection Act 2018, the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 and other data protection or privacy legislation in force from time to time in the United Kingdom.

**Undertaking**

A partnership or unincorporated association carrying on a trade or business with or without a view to a profit.

**Upload Update**

Has the meaning set out in General Conditions paragraph 5.2.

**We, our, us**

Means The Benenden Healthcare Society Limited.

**You, your**

Means the Organisation or the Group Secretary acting on behalf of the Organisation.

Benenden Health is a trading name of The Benenden Healthcare Society Limited. Healthcare for Business is offered by The Benenden Healthcare Society Limited, which is an incorporated Friendly Society, registered under the Friendly Societies Act 1992, registered number 480F. The Society's contractual business (the provision of tuberculosis benefit) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, (Financial Services Register number 205351). Verify our registration at [register.fca.org.uk](https://register.fca.org.uk). The remainder of the Society's business is undertaken on a discretionary basis. Registered Office: Holgate Park Drive, York, YO26 4GG.

Full details on all products are available by contacting Benenden Health on 0808 256 2910 or by emailing [salesupport@benenden.co.uk](mailto:salesupport@benenden.co.uk). No personal recommendation has been given on the suitability of this product, if in doubt you should seek independent advice.

Please note that your call may be recorded for our mutual security as well as for training and quality purposes. Lines are open 9am – 5pm Monday to Friday (except Bank Holidays).