

Terms of Business

Terms of business for business travel insurance policies

These Terms of Business, together with the policy wording, application form (if any) and policy schedule forms the agreement between the company and Bupa Insurance Limited (“Bupa”, “we”, “us”).

Words with special meanings:

This section sets out the words with special meanings that are not already defined in the policy wording/or has a separate definition for this document. Whenever a word with a special meaning appears it will be printed in bold type.

In these Terms of Business:

agreement: means this **agreement** between **Bupa** and the **company** including schedules containing the **policy schedule**, **policy wording** and the application form (if any);

annual renewal date: means each anniversary of the **start date**;

company/you: means the business or individual(s) specified as such in the **policy schedule**;

effective date: means the effective date of the change(s) **you** have requested **us** to make to **your policy**;

group: means collectively all **insured persons** and **family** where applicable covered under the **policy**;

insured period: means a period beginning on the **start date** or an **annual renewal date** and expiring at midnight on the earliest of the day before the next following **annual renewal date** or the termination or expiry of this **agreement**;

policy: means the policy described in the **policy schedule** and described in the **policy wording** (subject to any variations set out in the **policy schedule**);

policy schedule: means the document **we** send **you** that sets out the level of cover **you** have chosen, the **insured period**, **your premium** and who is insured;

policy wording: means the document **we** send **you** which describes the services and benefits provided under the **policy**;

premiums: means the premiums calculated in accordance with the **policy schedule**; and

start date: means the earliest date a **policy** starts as shown on the **policy schedule**.

Unless the context otherwise requires, all other words and phrases used in these terms of business shall have the meaning employed in the **policy wording**;

1. THE POLICY

We agree to operate the **policy** in return for **premiums** paid to **us** by **you**.

2. COMMENCEMENT & TERMINATION

- 2.1 This **agreement** will begin on the **start date** and will continue in force for a period of 12 months to midnight on the day before the **annual renewal date**. **You** and **we** may agree each year to renew this **agreement** for a further period of 12 months from the **annual renewal date** subject to any amendments.
 - 2.2 Either party may terminate this **agreement** immediately if the other party:
 - (i) convenes a meeting of its creditors or proposes or makes any arrangement or composition with, or any assignment for the benefit of, its creditors;
 - (ii) takes steps towards or has steps taken against it for the making of an administration order against or for winding up (other than for the purpose of a reconstruction, take-over or amalgamation); or
 - (iii) becomes bankrupt.
 - 2.3 **Bupa** may terminate this **agreement** immediately if:
 - (i) the **company** fails within seven (7) days of receiving a final written demand for payment to pay all or any part of any amounts due to **us** under this **agreement**; or
 - (ii) in respect of any other amounts due to **us** the **company** fails within seven (7) days of receiving a final written demand for payment to pay all or any part of such amounts due to **us** under this **agreement**; or
 - (iii) the number of **insured persons** falls below the minimum number stated on **your policy schedule**.
 - 2.4 The termination or expiry of this **agreement** shall be without prejudice to the rights and obligations of the parties which have accrued prior to such expiry or termination.
- ## 3. PREMIUMS
- 3.1 **You** shall promptly pay to **us** in advance of the **start date** the **premiums** due plus any applicable insurance premium tax and other applicable taxes at the prevailing rate.
 - 3.2 **You** will bear the total cost of the **premiums** and any other payments due, including all applicable taxes, to be paid to **us** under this **agreement** and shall not recover any part thereof from any individuals included in the **group**.
 - 3.3 If **you** fail to pay to **us** the **premiums** due in advance of the **start date** we shall allow a grace period of twenty-eight (28) days commencing on the **start date** during which time until we receive the premium, we shall only pay claims in respect of a **medical emergency** and repatriation covered under the **policy** and incurred by **insured persons** and their **families**.
 - 3.4 In the event that **we** terminate this **agreement** because the **company** has failed to pay **premiums**, taxes or other payments due for an **insured period**, **we** will have the right to require **you** to pay **us** immediately the full amount of all payments **we** made in respect of claims by **insured persons** and their **family**. If we exercise this right, **you** will be under no obligation to pay any further **premiums** and the amount of any of the **premiums** which **we** may have previously received from **you** for the **insured period** will be applied towards the payment due from **you**.

- 3.5 **We** have the right to set off. When any sum of money is recoverable from or payable by **you**, **we** may deduct it from any sum which is or thereafter becomes due from **us** to **you**.

4. ADMINISTRATION

- 4.1 **You** will ensure that copies of the **policy wording** and **policy schedule(s)** are available for **insured persons** and their **families**, if applicable.

5. POLICY MEMBERSHIP

- 5.1 The **policy** includes only the following members:
 - 5.1.1 **insured persons**, the **company** (if an individual); any individuals who are partners of a **company** (if a partnership); and
 - 5.1.2 if we agree, the **family** of **insured persons**.
- 5.2 If **we** agree, **you** may add or delete individuals to/from the **group** in consideration of the appropriate additional **premium**, which unless expressly agreed by **us** shall not be on a pro-rata basis, nor shall we provide any return **premium** following deletions.

6. PAYMENT OF CLAIMS

- 6.1 If the **company** fails to make any payments due to **us**, **our** liability to pay claims will cease immediately and subject to clause 6.2, claims will be declined.
- 6.2 Notwithstanding the provisions of clause 6.1 **we** may, in certain circumstances in **our** sole discretion, pay claims for services and benefits even if such services and/or benefits were incurred before or after the date on which **our** liability ceased. Any payments **we** make during this period shall become a debt due immediately payable by **you** and shall include but not be limited to costs incurred in respect of a **medical emergency**, repatriation and other related costs.

7. GENERAL

- 7.1 This **agreement** cancels all prior agreements between the parties (if any) relating to the subject matter in this **agreement**. This **agreement** also cancels all rights (if any) of either party arising against the other by virtue of any prior agreements, even if such prior agreement had a provision stating that such rights or provision shall survive its termination.
- 7.2 This **agreement** is only capable of enforcement by the parties to it. No rights of enforcement or any other rights are given to any third parties, including those described in these conditions.
- 7.3 Neither **we** nor **you**, shall be entitled to assign, novate or otherwise transfer this **agreement** without written notification being sent to the other party of such transfer. Nothing in this clause 7.3 shall prevent **us** from assigning this **agreement** to a company within **our** group of companies being each and every subsidiary or holding company as defined by the Companies Act 2006.
- 7.4 The invalidity, illegality or unenforceability of any of the provisions of this **agreement** shall not affect the enforceability of the remaining provisions of this **agreement**. In such circumstances, this **agreement** shall be construed as if any such invalid, illegal or unenforceable provision did not constitute a part of this **agreement**.
- 7.5 Our rights under this **agreement** are cumulative and are in addition to **our** rights under the general law and shall not be capable of being waived or varied otherwise than by an express waiver or variation in writing. Any failure or delay to exercise any right shall not operate as a waiver or variation of that or any other such right.
- 7.6 **We** may alter the **policy wording**, the **premium** rates and the other terms of this **agreement** from time to time with effect from the next **annual renewal date** following the alteration (subject to the terms set out in the **policy wording**).
- 7.7 Both parties shall notify the other promptly on becoming aware of any changes required to the other's documentation procedures as a result of any relevant applicable laws, regulation or code of practice. If **we** review or approve any documentation prepared by **you**, such approval shall not constitute approval of the content of a financial promotion for the purposes of s.21 of the Financial Services and Markets Act 2000.
- 7.8 **You** agree to indemnify **us** in full against all losses, liabilities and costs **we** incur, arising out of **your** acts or omissions and those of **your** agents, employees and/or anyone in respect of whom **you** have assumed responsibility, except those losses, liabilities and costs that may be due to **our** negligence or wilful default. This indemnity will survive the termination or expiry of this **agreement**.
- 7.9 **Our** member services department is always the first number to call if **you** or the **insured person** need help or support or if **you** or the **insured person** have any comments or complaints. **You** or the **insured person** can contact **us** in several ways:

By phone: 0800 001 022†

In writing: Customer Relations, Bupa, Salford Quays, Manchester, M50 3XL

By email: customerrelations@bupa.com

Please be aware information submitted to us via email is normally unsecure and may be copied, read or altered by others before it reaches us.

Or via **our** website: bupa.co.uk/members/member-feedback
- 7.10 Both parties will comply with all applicable laws, regulations and codes of practice, including but not limited to those made by the Financial Conduct Authority and the Prudential Regulation Authority.
- 7.11 The headings in this **agreement** are for ease of reference only and shall not affect its interpretation or construction. In addition, a reference in these terms of business to a singular shall include the plural and vice versa.
- 7.12 This **agreement** is governed by English law and is subject to the exclusive jurisdiction of the English courts.

†We may record or monitor our calls.