



General conditions for the Bupa Select company scheme

These General Conditions apply to each agreement (an "Agreement") between Bupa Insurance Limited of Bupa House, 15-19 Bloomsbury Way, London WC1A 2BA ("Bupa") and any company, firm or individual (a "Sponsor") to whom Bupa agrees to provide a company-paid community-rated Bupa Select private medical insurance scheme (a "Scheme").

The Agreement provides cover for main members and dependants, consisting of the Benefits set out in the Rules and the Membership Certificate. These General Conditions will not apply where Bupa provides an agreement to the Sponsor dealing with the matters set out herein which is particular to that Sponsor.

1. Definitions

Unless otherwise required by the context, words and phrases in bold italics have the meaning shown for them in the Rules, and the following words shall have the meanings set out in this clause.

Annual Renewal Date - the anniversary of the commencement of the Agreement.

Benefits - the benefits for which each member or dependant is covered as an individual under the Agreement.

Dependant - an eligible dependant confirmed as a dependant in a main member's Membership Certificate.

Eligible dependants - the Partner or child of an eligible member, or any other person who Bupa and the Sponsor agree may be an eligible dependant. In the case of any child they cease to be an eligible dependant on the earliest of:

- (i) their marriage, or
- (ii) their 24th birthday,

and their membership will end on the first Annual Renewal Date following that event or such other date as Bupa may agree.

Eligible members - individuals who are consultants, partners, proprietors, employees, widows or widowers of deceased employees, of the Sponsor or any of its subsidiaries; retired employees who were main members of the Scheme at the date of their retirement; any other person the Sponsor and Bupa agree may be an eligible member.

Fixed Price (2 year) Option - the agreement between Sponsor and Bupa to fix the subscription rates applying to main members and dependants (excluding IPT and other taxes or levies) for a period of two years.

Fixed Price Period - the two year period beginning on the commencement of a Scheme or an Annual Renewal Date from which Bupa agrees to apply a fixed subscription rate for main members and dependants.

Main member - an eligible member to whom Bupa issues a Membership Certificate.

Membership Certificate - the document issued by Bupa to each main member confirming the details of their membership, the membership of any dependant and the Rules that apply to them under the Agreement.

Partner - the husband or wife of an eligible member or the person they live with in a relationship similar to that of husband or wife, whether the same sex or not.

Rules - the rules and table of benefits of the Bupa Select Scheme.

Subscriptions - the amounts payable by the Sponsor for main members and dependants for each period of cover of the Scheme as agreed by Bupa and the Sponsor and invoiced to the Sponsor by Bupa.

2. The agreement

2.1 In return for the Sponsor paying the Subscriptions, Bupa will provide the Scheme and the Benefits under it to main members and dependants on the terms set out in:

- (i) these General Conditions;
 - (ii) the Rules; and
 - (iii) the Membership Certificate,
- each as amended from time to time.

These General Conditions shall take precedence over the Rules and the Membership Certificate and any ambiguity shall be construed in accordance with the provisions of these General Conditions.

3. Group membership

3.1 No eligible member or eligible dependant shall become a main member or dependant unless Bupa agrees they shall become such and the Sponsor agrees to pay Subscriptions and other charges as specified in clause 4.

3.2 Membership for each main member or dependant begins on the date stated in their Membership Certificate.

3.3 Bupa may refuse to allow anyone entry into membership of the Scheme at its absolute discretion.

3.4 The Sponsor shall ensure that Bupa is informed promptly of any changes to the membership of the Scheme.

3.5 An individual stops belonging to the Scheme and their cover under the Scheme of which they are a main member or dependant stops when the first of the following circumstances occurs:

- (a) they cease to be in a category of people who are eligible members or eligible dependants and Bupa is informed of this;
- (b) the Agreement ends;
- (c) Bupa ends their membership under the Rules; or
- (d) Bupa and the Sponsor agree to end their membership.

The Sponsor may not end cover for any main member or dependant other than in accordance with this clause

3.5. In particular, the Sponsor cannot end cover under the terms of the Rules without Bupa's express agreement.

4. Subscriptions

4.1 The Sponsor must pay Bupa the Subscriptions in advance and in the manner and frequency specified in the invoice provided by Bupa. The Sponsor alone is responsible for paying the Subscriptions.

4.2 Unless the Sponsor and Bupa have agreed to the Fixed Price (2 year) Option, Bupa will review the Subscriptions to be charged if the Agreement is renewed on each Annual Renewal Date. Bupa may change the rate of the Subscription due for each main member and dependant and how and when they are paid on that date. Bupa will calculate the Subscriptions based on the membership of the Scheme and may alter the Subscriptions in the event of any change to the membership during the period of the Agreement.

4.3 Where the Sponsor and Bupa have agreed to the Fixed Price (2 year) Option, Bupa will not review the Subscriptions to be charged if the Agreement is renewed on the first Annual Renewal Date following the beginning of the Fixed Price Period. Bupa will review the Subscriptions to be charged if the Agreement is renewed on the second Annual Renewal Date following the beginning of the Fixed Price Period. Unless the Sponsor and Bupa agree to a subsequent Fixed Price (2 year) Option at the second Annual Renewal Date this clause 4.3 will no longer apply. On the second Annual Renewal Date Bupa may change the rate of the Subscription due for each main member and dependant and how and when they are paid on that date. Bupa will give the Sponsor no less than 28 days notice of any such change before the Annual Renewal Date. Bupa will calculate the Subscriptions based on the membership of the Scheme and may alter the Subscriptions in the event of any change to the membership during the period of the Agreement.

4.4 Bupa will not have to pay Benefits for any main member or dependant unless all Subscriptions due for all main members and dependants have been fully paid to Bupa on or before the date the Subscriptions are due. Bupa may, but shall not be obliged to, waive the requirement for all Subscriptions due to have been paid before paying any claim. Where Bupa waives such requirement in respect of a claim it shall nevertheless be entitled to apply it to any other claims.

4.5 The Sponsor may only recover from a main member those Subscriptions which are paid for their dependants or which secure a higher scale of cover than the lowest scale of cover specified in the Rules. For the avoidance of doubt the Sponsor remains liable to Bupa for all Subscriptions. The Sponsor must advise Bupa if and to what extent any Subscriptions are recovered from main members.

4.6 In addition to paying the Subscriptions agreed with Bupa the Sponsor must pay any insurance premium tax or any other tax or levy on the Subscriptions which are required by law to be paid by either Bupa or the Sponsor. These amounts are in addition to the Subscriptions. Bupa will notify the Sponsor of any change at least 28 days before it has effect.

5. Term of agreement

5.1 The Agreement begins on the date specified in the Membership Certificate provided to the first main member covered under the Scheme and must be renewed by agreement of the parties on each Annual Renewal Date unless terminated earlier. Each party may end the Agreement for any reason without having to give notice, at any time, if the other party is in breach of any of the terms of the Agreement.

5.2 If the number of main members falls below two or by 10% or more, Bupa may request an adjustment to be made to the Subscriptions with immediate effect. If the Sponsor does not agree to the adjustment Bupa may end the Agreement at any time by giving 28 days' prior notice in writing to the Sponsor.

6. General

6.1 Both Bupa and the Sponsor will comply with all applicable laws, regulations and codes of practice, including but not limited to those made by the Financial Services Authority.

6.2 The Sponsor will provide main members and dependants with a copy of the Bupa Select Policy Summary supplied by Bupa.

6.3 Both Bupa and the Sponsor shall notify the other promptly on becoming aware of any changes required to the other's documentation or procedures as a result of any relevant and applicable law, regulation or code of practice. If Bupa reviews or approves any documentation prepared by the Sponsor, 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.

6.4 On any Annual Renewal Date, where the parties agree to renew the Agreement, Bupa may change any of the conditions of the Agreement. However, Bupa will notify the Sponsor of any such proposed change at least 28 days before the Annual Renewal Date. The change might be to any conditions for membership; and/or any terms of the Rules - but this list is not exhaustive.

6.5 Any notice which is given concerning the Agreement must be written. It must be sent by prepaid post, recorded delivery, fax or delivered personally. Notices to Bupa must be sent to Business Partner Services, Anchorage Quay, Salford Quays, Manchester, M50 3XL. Notices to the Sponsor will be sent to the last address for service which was notified to Bupa. Where there is no evidence of earlier receipt, a notice will be deemed to have been received:

- if delivered personally, the day after delivery
- if sent by pre-paid post, the third day after posting, or
- if sent by fax, when clearly received in full.

6.6 The Agreement shall be governed by and construed under English law. All matters concerning the Agreement shall be subject to the exclusive jurisdiction of any of the United Kingdom courts.

6.7 The Agreement is the entire understanding between the parties about its subject matter. It replaces all earlier agreements and understandings between the parties about its subject matter.

6.8 These General Conditions are the only conditions under which Bupa has given quotations or agreed to provide any cover. They replace any conditions put forward by or on behalf of the Sponsor except insofar as Bupa has agreed in writing to any such conditions.

6.9 No change to these General Conditions has effect unless it was made as stated in these General Conditions and confirmed in writing, or it was specifically agreed in writing between Bupa and the Sponsor.

6.10 If Bupa does not exercise, or delays in exercising, any of its legal rights or remedies this shall not be a waiver by Bupa of any of its rights or remedies.

6.11 This Agreement is only capable of enforcement by the parties to it. No right of enforcement or any other rights are given to any third parties, including those described in these conditions.

Important note - Excess

The Sponsor should not pay any medical expenses relating to Benefits which are payable because of an excess, if the Sponsor reimburses or indemnifies anyone of such expenses they may incur a further tax liability.