Corporate Terms and Conditions

These standard terms and conditions apply to all agreements with employers providing a **Health Cash Plan** as a benefit for their employees as part of their employee flexible benefits package. For clarity the plans that these Corporate Terms and Conditions apply to are listed in a table on the final page.

Information provided by Westfield Health in connection with this contract is deemed to be confidential. No disclosure may be made of such information to any third party without specific written permission from Westfield Health, except when required to do so by law. For applicable public authorities subject to Freedom of Information requirements, under such requests you are required to immediately obtain from Westfield Health representations regarding the nature of information contained within this contract; speak to your Westfield Health sales representative.

These terms and conditions are applicable for all corporate policies and renewals on anniversary dates entered into and from 1 April 2025.

1. The terms and conditions of this policy are as set out in the **General Terms and Conditions, Benefit Rules and Definitions** in the accompanying plan guide (and Private Health Insurance terms and conditions where applicable) that is provided for use by employees. Where the terms noted in these Corporate Terms and Conditions conflict with the terms noted for employees, these terms will always prevail. **You should retain a copy of the plan guide(s) as these form part of the Corporate Policy Terms and Conditions.** Together, they form the full policy document. You and Westfield Health agree to abide by the Corporate Policy Terms and Conditions by virtue of you signing the company application form when you apply for the policy. These terms and conditions take precedence over any other agreement, contract and terms between you and Westfield Health. You will be informed in advance if the Corporate Policy Terms and Conditions are updated.

2. **Contract Period & Renewals**
   Your contract of insurance with Westfield Contributory Health Scheme Limited (Westfield Health) is for a period of 12 months, commencing from the date that your group policy cover starts. A minimum contract term of 12 months will apply to the value added benefit(s) from that date, this includes Private Health Insurance. For subsequent renewals the 12 month term will commence on the anniversary of your cover start date. There is 14 day cooling off period from the date we accept your corporate application

   Your contract with Westfield Health will automatically renew at the end of each 12 months term (on the anniversary of the date that your cover commenced) for a further 12 months and, unless we have told you in writing with reasonable notice in advance of a renewal, we will not change the premium charged for this policy nor will we change the benefits or the terms and conditions under which your employees (or their partner) can make a claim. Westfield Health do not issue renewal notices and by registering to provide the plan you have agreed to this.

   Your membership must be up to date at the time we renew your policy, we cannot backdate cover prior to your renewal month. New cover will start from the 1st of your renewal month. To be clear we don't backdate leavers from this policy, and we don't backdate the start date of joiners or backdate other changes in cover. As this is insurance as per standard practice, we need to be informed in advance of any changes that are needed of who is covered and for what.

3. **Eligible Employees**
   Any employee, who is eligible under the terms of their employer's flexible benefits scheme, can select cover on the Health Cash Plan for themselves and (subject to the rules of their flex scheme) if they wish for their partner also.

   You will agree with us your criteria for qualifying lifestyle events; events that permit an employee to make mid-term changes to the cover selected.

In order for us to be able to administer the plan you are required to supply us with certain information regarding anyone selecting cover on the plan; the flex package administrator and/or Westfield Health will provide you with details.

For voluntary cover there is no minimum number of policyholders.

If it is core funded (corporate paid) cover, there is a minimum number of employees. This minimum number is 5 employees on the corporate paid cover. If you do not select corporate paid cover for all employees, you must obtain our prior agreement on your criteria for selecting eligible employees. Eligible employees may not be selected on the basis of health criteria or needs basis or their age.

You will notify us without undue delay, of additions or leavers from this policy. We are unable to backdate any changes to cover. To be clear we don't backdate leavers from this policy, and we don't backdate the start date of joiners or backdate other changes in cover. As this is insurance as per standard practice, we need to be informed in advance of any changes that are needed of who is covered and for what.

It is the employer's responsibility to tell employees when their cover ends. Not doing so can cause detriment/harm to the employees. Individuals who are unaware that cover has ended and receive treatment after the policy end date, will have those claims declined. They will not receive any reimbursement for what they have tried to claim.

Cover will commence on the first day of the month. In order to meet your requested start date, we will require a minimum of 4 weeks' notice from the date that we are in receipt of both your signed registration document (the company application form) and your list of policyholders.

For us to be able to administer the plan you are required to supply us with certain information regarding your employees; this is detailed in the Health Cash Plan Administration Guide.

Approved materials

You agree that you will only use Westfield Health approved materials to promote the plan and its benefits to your employees. Any materials produced by you must be approved by Westfield before being used. This includes the approval of flexible benefit selection text.

To the extent any intellectual property of Westfield Health is incorporated or contained in, or is necessary for using any materials, Westfield Health hereby grants to you a nonexclusive, perpetual right to use such intellectual property in connection with its use of such materials. Westfield Health represents and warrants that the information does not infringe upon the rights of any third party, and agrees to indemnify, defend, and hold harmless you and your respective officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or in connection with any claim by a third party alleging that the intellectual property provided by Westfield Health infringes, misappropriates, or otherwise violates any third-party intellectual property rights.

4. Premiums

Premiums are calculated and payable on a monthly basis.

The flex package administrator and/or Westfield Health will give you instructions on how to calculate the monthly premium payable to Westfield Health. Any employee, who is eligible under the terms of their employer's flexible benefits scheme, can select cover on the Health Cash Plan for themselves and (subject to the rules of their flex scheme) if they wish for their partner/additional adult also. You will use our Qualifying Lifestyle Events; events that permit an employee to make mid-flex year changes to the cover selected. The only mid-flex year changes allowed are downgrades or cancellation at a Qualifying Lifestyle Event. Joining or increasing cover are only allowed at the annual flex selection date.

Premiums include Insurance Premium Tax at the current rate and are subject to review in respect of any changes in taxation.

Payment Terms

Premiums must be paid within 30 days of the due date.

Failure to adhere to our payment terms will be considered a breach of contract. As a consequence, we may:

- Withhold payment of claims received from employees, an employee's partner or additional adult covered by the plan.
- Withold provision of any of the services included in the plan to employees, an employee's partner or additional adult covered by the plan.

Since your employees, or their partner/additional adult, if you are making deductions from salary, may suffer loss (including personal injury or ill health) due to claims being rejected or withheld as a consequence of non-payment of premiums by you, Westfield Health shall not be responsible for such liability.

5. Selection of cover

You must ensure that either you or the flex package administrator promptly notifies Westfield Health of all selections; including any cancellations or changes to the plan level following a qualifying lifestyle event.

You have a duty of care to your employees and must, as soon as practicable, pay premiums for cover selected to Westfield Health. Failure to do so will lead to the account being suspended and affect an individual's rights to claim under their policy. Accounts are only suspended after many attempts to contact the company about non-payment of our invoices.

6. Claims

Your employees who you have informed us are covered under this contract of insurance, and whose premiums have been paid, are entitled to make a claim in accordance with the General Terms and Conditions and Benefit Rules. Your employees are provided with details of how they should make a claim in the plan guide.

7. How to make a Complaint

We are committed to providing the highest possible level of service to our customers. However, if the services provided do not meet your expectations, then please tell us.
You can contact us with your concerns by

- Phone 0114 250 2000
- Email enquiries@westfieldhealth.com
- Post Westfield Health, PO Box 340, Sheffield S98 1XB
- Directly contact your sales consultant

We'll try to resolve them straight away. Sometimes we might need a little more time, but we'll keep you updated along the way.

When we receive your concerns, we'll:

- Promptly acknowledge your complaint
- Assign your complaint to a case handler to review and investigate
- Keep you updated throughout
- Provide you with a written response within 8 weeks of receiving your complaint

If you're not satisfied with our response

If you're not satisfied, you may be able to refer your complaint to the Financial Ombudsman Service. You will have 6 months from the date of our response letter to refer your complaint to the Ombudsman or you may lose your right to have the complaint investigated.

The Financial Ombudsman Service may not be able to consider a complaint if you have not provided us with the opportunity to resolve it first.

We would point out that the Ombudsman will only review complaints from 'eligible complainants', for which specific definitions apply. You should refer to the FOS for further guidance on this subject.

More information on how we handle complaints can be found here
https://www.westfieldhealth.com/help/how-do-i-complain

8. Cancellation

This insurance contract for the Health Cash Plan is for a 12 month term.

If you decide to cancel mid-term, choose not to renew for a further year, or decide not to renew Private Health Insurance cover, you must provide the flex package administrator or Westfield Health with at least 60 days' notice in writing to.

Reconciliation Team
Westfield Health
PO Box 340
Sheffield
S98 1XB

Cover will cease on the last day of the month in which your 60-day notice period expires.

If you cancel your contract with us for the Health Cash Plan mid-term you will still be liable for premiums for the remainder of the 12 month term. The amount due will be an average of the total premium payable by you each month for the provision of cover (from the date your agreement with us commenced up to your cancellation date) multiplied by the number of months remaining in the 12 month minimum term. Once we have notified you of the sum payable full settlement must be received by us within 28 days.

As your employees enjoy the benefits under this plan, we would suggest that you take advice from your legal advisor in relation to any obligations you might have towards your employees.

You will be required to inform your employees of the effective cancellation date. It is the employer's responsibility to tell employees when their cover ends. Not doing so can cause detriment/harm to the employees. Individuals who are unaware that cover has ended and receive treatment after the policy end date, will have those claims declined. They will not receive any reimbursement for what they have tried to claim.
However, if you cancel your value added benefit(s) only and continue to provide the Health Cash Plan we will notify policyholders of the change to their cover, on your behalf.

This plan is for your employees. If you cancel your payment for the cover you provide to your employees, your employees (and therefore employees' additional adult with a policy) cannot remain on this plan. Westfield Health may offer an alternative product direct to the employees, but not on the same terms and conditions.

Cancellation at renewal

If there is a premium increase or any changes to your plan for the upcoming renewal, we will notify you of these changes at least 60 days before your renewal date.

If you do not wish to renew your plan, you must inform us of your decision to cancel at least 30 days prior to the renewal date. If we do not receive your cancellation notice within this timeframe and your plan renews, you will be required to provide the standard 60 days' cancellation notice period outlined in section 8 and will be liable to pay the higher premium rate within the notice period.

9. Termination of this agreement

Termination for Breach

Westfield Health shall be entitled to terminate this agreement with immediate effect at any time by giving written notice if you fail to pay premiums by the due date and such payment remains unpaid for more than 30 days after being requested to make payment with a verifiable invoice. Undisputed payments will have no arrears beyond 30 days.

Either party may terminate at any time and without further cost of liability to the other (except for any sums due prior to the date of termination) with immediate effect by giving written notice if:

(a) the other party commits a material breach of its obligations under this agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after receipt of notice in writing requiring it to do so: or

(b) the other party enters into any composition or arrangement with its creditors, or an order is made or resolution is passed, or any equivalent proceedings are taken for the winding-up, administration or dissolution (other than for the purposes of a solvent amalgamation or reconstruction) of the other party, or any liquidator, trustee in bankruptcy, receiver, administrative receiver, administrator or similar officer is appointed in connection with the other party or any part of its business or assets.

A breach of any of clauses 3, 4, 13 and 16 shall be a material breach of obligations for the purposes of this agreement.

Termination of this agreement shall not prejudice any of the parties' rights and remedies which have accrued as at termination.

10. Westfield Health's liability in the event of non-performance by our contracted third party suppliers

In the event that a third party supplier fails to provide a service detailed in this plan Westfield Health's liability to you in such circumstances shall be to use reasonable endeavours to source and appoint an alternative provider of the same or similar quality and experience for that service, at no additional cost to the policyholder.

11. Compensation Scheme

Westfield Health is covered by the Financial Services Compensation Scheme. In the unlikely event that we are unable to meet our obligations then the individual policyholders may be able to claim compensation. This depends on the type of business and the circumstances of the claim. Further information is available from the Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY and by visiting www.fscs.org.uk.

12. Advice

Unless you have received written notice from us stating otherwise, you accept that the plan and the level of cover selected is appropriate for you to provide for your employees. You have received the information provided, evaluated it and selected cover on the basis of that information only. Westfield Health has not provided advice in this regard.

Should you require advice, you may of course seek this from a professional advisor.

13. Obligations to Employees

This is a corporate policy which provides benefits directly to your employees, and where applicable to their additional adult. Under law, you are required to ensure that employees know about this policy by providing them with the policy documentation should they request it. By providing the names and addresses of the employees covered under this plan, you have requested that we fulfil this obligation on your behalf. We agree, unless otherwise notified to you by us, to provide access to the policy documentation for each employee at the policyholder web page, My Westfield, on westfieldhealth.com. Policyholders can request a paper copy of their policy documentation. It is the employer's responsibility to tell employees when their cover ends. Not doing so can cause detriment/harm to the employees. Individuals who are unaware that cover has ended and receive treatment after the policy end date, will have those claims declined. They will not receive any reimbursement for what they have tried to claim.

14. Providers

This policy is underwritten by Westfield Contributory Health Scheme Limited (Westfield Health), a UK based health insurer.

15. Law Applicable

Once your application to register for the plan has been accepted by us, this agreement shall be governed by and construed in accordance with the laws of England and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of England in respect of any dispute or difference between them arising out of this agreement.

Westfield Health shall comply with and perform its obligations in accordance with all applicable codes, English laws, statutes, orders, regulations, standards, ordinances, and permits applicable to the services provided to you and your employees pursuant to this agreement.

16. Data Protection

16.1 For the purposes of this Agreement:

16.1.1 You are the Data Controller (a Controller determines the purposes and means of processing personal data) in respect of the Customer Data (personal data relating to your staff and their dependent(s)) you supply to Westfield Health;

16.1.2 Westfield Health is the Data Processor (a processor is responsible for processing personal data on behalf of a controller) in respect of the Customer Data and must comply with the appropriate provisions within applicable data protection legislation in respect of such disclosed data.

16.1.3 Westfield Health is the owner of the database held on Westfield Health's internal IT system which contains any personal data of a Policyholder;

16.1.4 Westfield Health is the Data Controller of any Policyholder personal data (any information relating to an identifiable person who can be directly or indirectly identified in particular by reference to an identifier) collected by Westfield Health directly from the Policyholder or held on Westfield Health's database.

16.1.5 Westfield Health shall remove any personal data of a policyholder held on our IT systems which is not required. If claims have been made or if a premium payment has been made in respect of the policyholder data will remain with Westfield.

16.1.6 Data Controllers are liable for their compliance with Applicable Data Protection Law (all Laws current and future around Data Protection and Security, such as the Data Protection Act 2018 and UK GDPR) and must only appoint processors who can provide 'sufficient guarantees' that the requirements of applicable Data Protection Law will be met, and the rights of data subjects (a natural person whose personal data is processed by a controller or processor) protected.

16.1.7 This section sets out the framework for the sharing of Personal Data between the Data Controller and Data Processor and defines the principles and procedures that the Parties shall adhere to and the responsibilities the Parties owe to each other.

16.1.1 Nothing documented herein shall relieve the Data Controller of its own direct responsibilities and liabilities under any applicable Data Protection Law of the European Union or United Kingdom to which they are subject.

16.2 Details of data processing:

16.2.1 Westfield Health will provide You with a Health Cash Plan;

16.2.2 The provision of this service and associated data processing will commence when Customer Data is received by Westfield Health and will continue until the agreement is terminated.

16.2.3 As part of the processing, Westfield Health shall process personal data relating to individuals in the following Data Subject Categories:

16.2.3.1 Your employees; and

16.2.3.2 Your employee's dependents or their additional adult

16.2.4 The types of personal data being processed, in relation to the Data Subject Categories, includes, but is not limited to:

16.2.4.1 Name, address, contact information, date of birth.

16.3 The performance of data processing activities:

16.3.1 Westfield Health shall process the Data as a Processor as necessary to perform its obligations under the Agreement and in accordance with Your documented instructions (the "Agreed Purposes"), except where otherwise required by any UK, EU (or any EU Member State) law

applicable to You. In no event shall Westfield Health process the Data for its own purposes or those of any third party.

16.3.2 Westfield Health shall not transfer the Data (nor permit the Data to be transferred) outside of the UK or European Economic Area ("EEA") unless it has first obtained Your prior written consent.

16.4 Ensuring a duty of confidence:

16.4.1 Westfield Health shall ensure that any person that it authorises to process the Data (including its staff, agents and subcontractors) (an "Authorised Person") shall be subject to a strict duty of confidentiality (whether a contractual duty or a statutory duty) and shall not permit any person to process the Data who is not under such a duty of confidentiality. Westfield Health shall ensure that all Authorised Persons process the Data only as necessary for the Agreed Purpose.

16.5 Ensuring the security of processing:

16.5.1 Westfield Health shall, having regard to the nature of the Services, implement appropriate technical and organisational measures to protect the Data from accidental or unlawful destruction, and loss, alteration, unauthorised disclosure of, or access to the Data (a "Security Incident").

16.6 Engagement of sub-processors:

16.6.1 Westfield Health shall not subcontract any processing activity, in relation to the performed service, without Your prior written consent. If You refuse to approve to Westfield Health's appointment of a third-party subcontractor on reasonable grounds relating to the protection of the Data, then Westfield Health will not appoint the subcontractor.

16.7 Exercising Data Subject Rights:

16.7.1 Westfield Health shall so far as technically practicable provide all reasonable and timely assistance to You to enable You to respond to:

16.7.1.1 Any request from a data subject to exercise any of its rights under Applicable Data Protection Law (including its rights of access, correction, objection, erasure and data portability, as applicable); and

16.7.1.2 Any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the processing of the Data. In the event that any such request, correspondence, enquiry or complaint is made directly to Westfield Health, Westfield Health shall inform You as soon as reasonably practicable providing reasonable details of the same.

16.8 Assisting the Data Controller to meet their legal obligations

16.8.1 If Westfield Health believes or becomes aware that its processing of the Data is likely to result in a high risk to the data protection rights and freedoms of data subjects, it shall inform You as soon as reasonably practicable and provide You with all such reasonable assistance as You may reasonably require in order to conduct a data protection impact assessment and reduce the risk of a breach.

16.8.2 Upon becoming aware of a Security Incident, Westfield Health shall inform You without undue delay and shall provide all such timely information and cooperation as You may reasonably require in order for You to fulfil Your data breach reporting obligations under (and in accordance with the timescales required by) Applicable Data Protection Law.

16.8.3 Westfield Health shall further take all such measures and actions as are technically practicable given the nature of the Services and within its control to remedy or mitigate the effects of the Security Incident and shall keep You up-to-date about all developments in connection with the Security Incident.

16.8.4 Westfield Health shall notify You as soon as reasonably practical of any legally binding request it receives from law enforcement unless such disclosure is prohibited.

16.8.5 Upon Your written request, providing 60 days' notice, within normal working hours, once per annum Westfield Health will permit a data protection audit conducted by an approved Auditor, including locations at or from which the Services are provided. You must upon request of an audit supply Westfield Health with the scope of the audit. Any audit shall be at Your cost. The parties acknowledge that the Auditors will have to follow strict security procedures in relation to such audits and that access will be limited to such parts of the premises as You shall reasonably require and for such persons as are notified in advance by You. During each audit, Westfield Health will grant the Auditors reasonable access to relevant books, records, systems, facilities, controls, processes and procedures to the extent related to a reasonable assessment of Westfield Health's

data protection procedures and without compromising the confidentiality of itself or any other customer. Westfield Health will, in a timely manner, cooperate so far as is reasonable with the Auditors. You shall use reasonable endeavours to procure that Auditors will seek to avoid disrupting Westfield Health's normal business operations during any audit. The Auditors shall not seek access to information or data belonging or relating to any other customer of Westfield Health or any other company information which does not relate to the Services they are auditing. The output from the audit will be shared with Westfield Health who are not obligated to implement any of the findings.

16.9 Termination and retention of data

16.9.1 Upon termination or expiry of this Agreement, Westfield Health shall either securely destroy, anonymise (in line with the Information Commissioner's Office best practice guidance) or return to You all Data (including all copies of the Data) that is in its possession or control (including any Data subcontracted to a third party for processing). This requirement shall not apply to the extent that Westfield Health is required by any UK, EU (or any EU Member State) law, by virtue of any other lawful grounds, in which event Westfield Health shall isolate and protect the Data from any further processing except to the extent required by such law.

16.9.2 Westfield Health shall not be in breach of this Clause if it acts on Your instructions.

16.9.3 Westfield Health acknowledges and agrees that You retain all rights, title and interest in and to the Personal Data absolutely.

16.10 Marketing Preferences

16.10.1 Westfield Health occasionally send out communications with ideas and information on health and wellbeing, plus special offers that we think are of value to your organisation, invitations to take part in our research panel Westfield Insiders, and on the products, we've designed to help keep your employees healthy and happy.

We'll never make your data available to anyone outside Westfield Health for them to use for their own marketing purposes without your prior consent, we'll treat your data with respect and will keep your details safe and secure.

If you do not want to hear from us, you can update your preferences at any time. Please contact us on the contact details below.

16.10.2 We will only send your employees relevant offers and news about our products and services that are relevant to our policyholders in a number of ways including by email, if they have agreed to receive these marketing communications.

Your employees can change their marketing choices at any time, online via our marketing preference centre, in My Westfield, over the phone or in writing.

This product is underwritten and administered by:

Westfield Contributory Health Scheme Limited (Westfield Health)
Westfield House, 60 Charter Row, Sheffield S1 3FZ.

Customer Helpline: 0114 250 2000
Available 8.30am to 5.30pm, Monday to Friday (Except Public Holidays)

Email: enquiries@westfieldhealth.com
Website: www.westfieldhealth.com

Westfield Health is a trading name of Westfield Contributory Health Scheme Limited and is registered in England & Wales Company Number 303523. Westfield Health is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our financial services registration number is 202609. Westfield Health is a registered trademark.

The Westfield Health Cash plans that these Corporate Terms and Conditions apply to are listed in this table.

Plan name
Westfield Flex Health Cash Plan
Health Cash Plan (Willis Towers Watson)
Health Cash Plan (Reward Gateway – category RA)