

## Standard Terms and Conditions of Health Cash Plans (General Insurance Schemes)

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 11 (LIMITATION OF LIABILITY).

### 1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

#### 1.1 Definitions:

**"Agreement"** the contract between Health Shield and the Customer for the provision of the Plan by Health Shield in accordance with these Conditions.

**"Agreement Commencement Date"** has the meaning given in clause 2.2.

**"Benefit Year"** means a 12-month period during which a Member is entitled to claim benefits under the Plan pursuant to the Plan Terms and Conditions.

**"Benefit Year End Date"** means the last day of a Benefit Year.

**"Business Day"** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**"Conditions"** these terms and conditions as amended from time to time in accordance with their terms.

**"Customer"** the person or firm who purchases the Plan from Health Shield.

**"Health Shield"** Health Shield Friendly Society Limited, an incorporated friendly society under the Friendly Societies Act 1992 with registration number 50F whose registered office as at the date of issue of these Conditions is at Electra Way, Crewe Business Park, Crewe, Cheshire, CW1 6HS.

**"Intellectual Property Rights"** patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and

including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**“Member”** an employee of the Customer who enrolls into the Plan (or a Relation of an employee who enrolls into the Plan in accordance with the Plan Terms and Conditions) and **Members** shall be construed accordingly.

**“Membership”** a membership of the Plan which forms a contract between Health Shield and a Member incorporating the Plan Terms and Conditions and **Memberships** shall be construed accordingly.

**“Personal Data”** has the meaning given to it in the Schedule.

**“Plan”** the health cash plan to be provided by Health Shield to the Members, as detailed in the Quotation and which is subject to the Plan Terms and Conditions.

**“Plan Commencement Date”** has the meaning given to it in clause 4.1.

**“Plan Cost”** the monthly premium payable per Member by the Customer for the provision of the Plan as set out in the Quotation and payable in accordance with clause 6, as varied from time to time in accordance with the Agreement and **Plan Costs** shall be construed accordingly.

**“Plan Documents”** means the documents and information relating to the Plan provided by Health Shield to the Customer from time to time via Health Shield’s online platform, Resource Hub.

**“Plan Terms and Conditions”** the terms and conditions of the Plan, which apply as between Health Shield and each Member, as included in the Quotation and as varied from time to time in accordance with their terms.

**“Quotation”** the Customer's order for the Plan as detailed in the quotation and policy document (incorporating the Plan Terms and Conditions) prepared by Health Shield at the instruction of the Customer (or a broker acting as an intermediary between Health Shield and the Customer) and sent to the Customer (or broker) by Health Shield.

**“Relation”** any family member of a Member who becomes a Member of the Plan.

**“Relevant Benefit Year Commencement Date”** has the meaning given to it in clause 4.1.

**“Voluntary Premiums”** any additional payments to be made by a Member to Health Shield in accordance with the Plan Terms and Conditions entitling the Member to receive additional benefits or an increased level of cover under the Plan (over and above the Plan benefits and/or level of cover provided by Health Shield pursuant to the Agreement).

1.2 **Interpretation:**

1.2.1 Unless expressly provided otherwise in this Agreement, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that legislation or legislative provision.

1.2.2 Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.2.3 A reference to **writing** or **written** includes email but not fax.

1.2.4 A reference to the **parties** is to Health Shield and the Customer and **party** shall mean each of them.

1.2.5 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2.6 The Schedules are incorporated into these Conditions and this Agreement as if set out in the main body of it. Any reference to the or these Conditions or this or the Agreement includes the Schedules.

2. **Basis of Agreement and duration**

2.1 The Quotation constitutes an offer by the Customer to purchase the Plan in accordance with these Conditions.

2.2 The Quotation shall only be deemed to be accepted when Health Shield issues a written acknowledgement of the approval of the Quotation by the Customer at which point and on which date the Agreement shall come into existence (**Agreement Commencement Date**).

2.3 Health Shield do not issue renewal notices and by registering to provide the Plan the Customer has agreed to waive rights to a renewal notice.

The Customer's contract with Health Shield will automatically renew at the end of the initial 12 months term and thereafter will automatically renew on a monthly basis.

2.4 Any descriptive matter or advertising issued by Health Shield, and any descriptions or illustrations contained in Health Shield's promotional documents or on its website are issued or published for the sole purpose of giving an approximate idea of the health cash plans that Health Shield can offer. They shall not form part of the Agreement or have any contractual force.

2.5 These Conditions apply to the Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

### **3. Provision of the Plan**

3.1 Health Shield shall provide the Plan, subject to these Conditions and the Plan Terms and Conditions.

3.2 Time shall not be of the essence in respect of any timeframes or deadlines imposed on Health Shield under this Agreement.

3.3 Health Shield reserves the right to at any time amend the description or specification of or the way in which it provides the Plan if necessary to comply with any applicable law or regulatory requirement or generally recognised commercial practices and standards or if the amendment will not materially affect the nature of the benefits available under the Plan. Health Shield shall notify the Customer as soon as reasonably practicable after any such amendment has taken effect.

## **4. The Plan**

### **General**

4.1 Provision of the Plan will commence on the 1<sup>st</sup> day of the month which follows the month in which the Agreement Commencement Date occurs (**Plan Commencement Date**). The first Benefit Year will commence on the Plan Commencement Date and will re-start on each anniversary of the Plan Commencement Date (**Relevant Benefit Year Commencement Date**).

- 4.2 The Customer is responsible for informing Health Shield of those of its employees who are to become Members of the Plan and shall provide Health Shield with all information it reasonably requests and in such form as it reasonably requests to enable Health Shield to enrol Members. Upon and subject to receipt of employee information in a form satisfactory to Health Shield, Health Shield will, as soon as reasonably practicable, enrol such employees as Members of the Plan. Once enrolled, such employees shall become Members and shall continue to be Members until such time as they cease to be Members in accordance with the Plan Terms and Conditions and/or these Conditions.
- 4.3 It is the Customer's responsibility to inform Health Shield of any employee who is to be removed as a Member of the Plan from time to time. Subject to the Plan Terms and Conditions, Health Shield shall as soon as reasonably practicable upon receipt of notice from the Customer remove a Member from the Plan.
- 4.4 A Member shall remain a Member (and related Plan Costs shall remain payable by the Customer) until such time as the Member is removed from the Plan or the Plan terminates in accordance with the Plan Terms and Conditions or these Conditions.
- 4.5 The Customer agrees and acknowledges that if Health Shield suspects or finds any evidence or indication of fraud or dishonesty of any nature on the part of any Member or suspects or finds any evidence or indication that a Member has been abusive to Health Shield or its employees, agents or advisers, Health Shield shall be entitled to terminate the relevant Membership with immediate effect in accordance with the Plan Terms and Conditions. In the event that a Membership is terminated in the circumstances set out in this clause 4.5 or clause 4.4, Health Shield will notify the Customer as soon as reasonably practicable. Health Shield will not provide any information to the Customer regarding the Membership or the circumstances surrounding the termination, unless permitted under the Plan Terms and Conditions or by law.
- 4.6 Health Shield shall pay each valid claim made by a Member in accordance with and subject to the Plan Terms and Conditions provided no Plan Costs that have become due and payable under this Agreement remain outstanding in respect of that Member. Where any such Plan Costs remain outstanding, Health Shield shall not be obliged to pay claims under the Membership in question.

- 4.7 Without prejudice to the remaining terms of the Agreement, the Customer is entitled for the duration of the Agreement to use, display and distribute the Plan Documents to advertise the Plan to its current employees only. For the avoidance of doubt the Customer shall not use, disclose, display or distribute the Plan Documents outside of its organisation without the prior written consent of Health Shield.

#### **Annual reviews**

- 4.8 Health Shield may carry out an annual review of the Plan (**Annual Review**) in each Benefit Year, which will include a review of the Plan Cost and the benefits claimed by Members under the Plan.
- 4.9 Without prejudice to clause 3.3 and clause 6, if after carrying out an Annual Review, Health Shield considers (acting reasonably) that the Plan Cost, benefits under the Plan and/or the Plan Terms and Conditions need to be changed, Health Shield shall provide written notice of its proposed changes to the Customer (**Proposed Changes**) no later than 4 weeks before the next Relevant Benefit Year Commencement Date. Any changes to the Agreement referred to in Health Shield's written notice to the Customer shall become effective (and this Agreement shall be deemed varied) from such Relevant Benefit Year Commencement Date. If the Customer is not agreeable to the Proposed Changes, it may terminate the Agreement in accordance with and subject to clause 1.1.

#### **5. Customer's obligations**

- 5.1 The Customer:
- 5.1.1 shall ensure that the Quotation is complete and accurate;
  - 5.1.2 shall facilitate the introduction of the Plan to its employees in accordance with these Conditions and the Plan Terms and Conditions;
  - 5.1.3 shall ensure that the information it provides to its employees about the Plan (by any means) remains accurate and in accordance with the description, terms and specification of the Plan set out in the Quotation and this Agreement at all times;
  - 5.1.4 warrants, confirms and undertakes that it has read, understood and agrees to the Plan Terms and Conditions which shall apply to the Plan and to which the provision of the Plan is subject;

- 5.1.5 shall provide Health Shield with such information and materials as Health Shield may reasonably require in order to provide the Plan, and ensure that such information and materials are complete and accurate in all respects (including any Personal Data supplied);
- 5.1.6 shall not make any misleading or inaccurate statements regarding the Plan to any person;
- 5.1.7 shall obtain and maintain all necessary licences, permissions and consents which may be required for the provision of the Plan from time to time; and
- 5.1.8 shall at all times comply with the terms of the Plan Terms and Conditions applicable to it.
- 5.2 If Health Shield's performance of any of its obligations under the Agreement is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any of its obligations under these Conditions or the Plan Terms and Conditions (**Customer Default**):
  - 5.2.1 without limiting or affecting any other right or remedy available to it, Health Shield shall have the right to suspend performance of the Plan until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays Health Shield's performance of any of its obligations; and
  - 5.2.2 Health Shield shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Health Shield's failure or delay to perform any of its obligations as set out in this clause 5.2.
- 5.3 The Customer shall reimburse Health Shield on written demand for any costs or losses sustained or incurred by Health Shield arising directly or indirectly from any breach by the Customer of clause 5.1.3 or clause 5.1.6 or clause 9.3.

## **6. Costs and payment**

- 6.1 The Plan Cost is as set out in the Quotation, as varied from time to time in accordance with these Conditions.
- 6.2 The Plan Cost is payable by the Customer per Member of the Plan. The aggregate monthly Plan Costs payable by the Customer may therefore vary monthly depending on the number of employees enrolled into the Plan from time to time.

- 6.3 Health Shield shall invoice the Customer monthly in arrears. Each Health Shield invoice shall include the aggregate Plan Costs payable by the Customer for the month in question and any Voluntary Premiums due and payable by Members to Health Shield for the month in question which are to be paid to Health Shield via payroll deduction.
- 6.4 The Customer shall pay each invoice submitted by Health Shield:
- 6.4.1 within 30 days of the date of the invoice or in accordance with any other payment terms agreed by Health Shield in writing; and
- 6.4.2 in full and in cleared funds to the bank account of Health Shield noted on the invoice, and time for payment shall be of the essence of the Agreement.
- 6.5 All amounts due under the Agreement by the Customer shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 6.6 If the Customer fails to make a payment due to Health Shield under this Agreement by the due date, then, without limiting Health Shield's remedies under clause 12, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 6.6 will accrue each day at 2% a year above the base rate of Barclays Bank plc from time to time, but at 2% a year for any period when that base rate is below 0%.

## **7. Plan Cost changes**

### **Initial Quotation**

- 7.1 The Customer acknowledges that the Quotation (and the Plan Cost stated therein) provided by Health Shield to the Customer before the Agreement Commencement Date has been provided based on demographic information provided by the Customer to Health Shield before the Agreement Commencement Date (**Demographic Information**). If the Demographic Information differs from the information obtained by Health Shield from the Members of the Plan after the Agreement Commencement Date (**Real Data**) to the extent that a re-calculation of the Plan Cost by Health Shield using the Real Data is 5% or more than the Plan Cost included in the Quotation (**Real Data Plan Cost**), the initial Plan Cost shall be the Real Data Plan Cost.



## **Annual reviews**

7.2 The Plan Cost may be varied by Health Shield in accordance with clause 4.9.

## **Increase in Insurance Premium Tax**

7.3 Health Shield reserves the right to increase the Plan Cost at any time on providing 30 days written notice to the Customer to reflect a change in the rate of Insurance Premium Tax due on the insurance premiums that form a part of the Plan Cost, or to reflect any new tax, levy or charge that is introduced, or where there is a change in the rate of any such tax, levy or charge.

## **8. New Quotation**

If a change to the Plan (including any change to the Plan Cost) occurs during the term of this Agreement, Health Shield shall issue a revised Quotation to the Customer so that the Quotation is from time to time accurate in relation to the Plan.

## **9. Intellectual property rights**

9.1 All Intellectual Property Rights in or arising out of or in connection with this Agreement (including the Plan Documents) shall be owned by Health Shield.

9.2 All Plan Documents supplied to the Customer remain under the full ownership of Health Shield and may not be distributed, copied or used or disclosed in any way by the Customer without the prior written consent of Health Shield save as permitted under these Conditions.

9.3 Neither party shall use the other's logo, artwork, text (including promotional text) or any other images without the prior written consent of the other.

## **10. Data protection**

The parties shall comply with their data protection obligations as set out in the Schedule.

## **11. Limitation of liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**

11.1 References to liability in this clause 11 include every kind of liability arising under or in connection with the Agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

- 11.2 Nothing in this clause 11 shall limit the Customer's payment obligations under the Agreement.
- 11.3 Nothing in the Agreement limits any liability which cannot legally be limited, including but not limited to liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation.
- 11.4 Subject to clause 11.3, Health Shield's total liability to the Customer:
- 11.4.1 for loss arising from Health Shield's failure to comply with its obligations under clause 10 shall not exceed £1,000,000; and
- 11.4.2 for all other loss or damage shall be as set out in clause 11.5.
- 11.5 Subject to clause 11.4.1 and clause 11.3, Health Shield's total liability to the Customer in respect of all breaches of or claims under this Agreement occurring within any agreement year shall not exceed the cap. In this clause 11.5:
- 11.5.1 the **cap** is an amount equal to the total charges in the agreement year in which the breach or circumstances giving rise to the claim occurred;
- 11.5.2 an **agreement year** means a 12-month period commencing with the Plan Commencement Date and any anniversary of it; and
- 11.5.3 the **total charges** means all Plan Costs actually paid by the Customer under this Agreement to Health Shield in respect of the Plan.
- 11.6 Subject clause 11.2 and clause 11.3, neither party shall be liable for any indirect or consequential or special loss whether in contract, tort, breach or statutory duty or otherwise under or in connection with this Agreement.
- 11.7 Unless the Customer notifies Health Shield that it intends to make a claim in respect of an event within the notice period, Health Shield shall have no liability for that event. The **notice period** for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire 12 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 11.8 Except as expressly stated in this Agreement, and subject to clause 11.3, all warranties, guarantees and conditions, whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

- 11.9 This clause 11 shall survive termination of the Agreement.
- 11.10 Subject to clause 11.3, each party acknowledges that in entering into the Agreement it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Conditions.

## **12. Termination**

### **Customer's right to terminate on a Benefit Year End Date**

- 12.1 The Customer may cancel this Agreement at any time after the initial 12 months minimum term by providing us with at least 60 days' notice in writing.

### **Termination with immediate effect by either party**

- 12.2 Without affecting any other right or remedy available to it, either party may terminate the Agreement with immediate effect by giving written notice to the other party if:
- 12.2.1 excluding a failure by the Customer to pay any amount due under the Agreement on the due date for payment which is dealt with under clause 12.3, the other party commits a material breach of any term of the Agreement and (if such a breach is remediable) fails to remedy that breach within 10 Business Days of that party being notified in writing to do so; or
- 12.2.2 a petition is filed, a notice is given, a resolution is passed, an order is made or any other step or action is taken in relation to the other party in connection with its entering administration, appointment of an administrator, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986 (**IA 1986**), being wound up or dissolved (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver or administrative receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
- 12.2.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

- 12.2.4 the other party's financial position deteriorates to such an extent that in the terminating party's reasonable opinion the other party's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy.

### **Termination with immediate effect – Health Shield**

12.3 Without affecting any other right or remedy available to it, Health Shield may terminate the Agreement with immediate effect by giving written notice to the Customer if:

12.3.1 the Customer fails to pay any amount due under the Agreement on the due date for payment; or

12.3.2 the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the IA 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986 or (being a partnership) has any partner to whom any of the foregoing apply or who is deemed either unable to pay their debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the IA 1986.

### **Suspension of the Plan**

12.4 Without affecting any other right or remedy available to it, Health Shield may suspend the provision of the Plan under the Agreement if:

12.4.1 the Customer fails to pay any amount due under the Agreement on the due date for payment; or

12.4.2 the Customer becomes subject to any of the events listed in clause 12.2.3 or clause 12.2.4, or Health Shield reasonably believes that the Customer is about to become subject to any of them; or

12.4.3 Health Shield reasonably believes that the Customer is about to become subject to any of the events listed in clause 12.2.2; or

12.4.4 clause 12.3.2 applies to the Customer or Health Shield reasonably believes that clause 12.3.2 is about to apply to the Customer.

### **13. Consequences of termination**

13.1 On termination or expiry of the Agreement:

- 13.1.1 the Customer shall immediately pay to Health Shield all of Health Shield's outstanding unpaid invoices and accrued interest in full and, in respect of Plan Costs, Voluntary Premiums, interest and any other costs that have accrued but for which no invoice has been submitted, Health Shield shall submit an invoice, which shall be payable in full by the Customer within 5 Business Days of receipt;
- 13.1.2 Health Shield shall cease to provide the Plan and all Memberships shall be cancelled with immediate effect;
- 13.1.3 the Customer shall cease to use all of the Plan Documents with immediate effect and shall return the Plan Documents to Health Shield or, at Health Shield's discretion and request, securely destroy and delete the Plan Documents, at the Customer's cost; and
- 13.1.4 the Customer shall immediately remove all advertisements or promotional material relating to Health Shield and the Plan from all of its offices and internal and external platforms (including employee engagement portals or platforms, intranets, social media platforms and website), wherever and however displayed or used.
- 13.2 Termination or expiry of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.
- 13.3 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect.

#### **14. General**

- 14.1 **Force majeure.** Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. Nothing in this clause 14.1 shall limit the Customer's payment obligations under the Agreement.
- 14.2 **Modern slavery.** Each party shall at all times comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force

including but not limited to the Modern Slavery Act 2015 in relation to the operation of its business.

- 14.3 **Assignment and other dealings.** The Customer shall not at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Agreement.
- 14.4 **Entire agreement.** The Agreement (and the documents referred to it) constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to their subject matters.
- 14.5 **Variation.** Except as set out in or permitted by these Conditions, no variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 14.6 **Waiver.** A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 14.7 **No partnership or agency.** Nothing in these Conditions is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party the agent or intermediary of the other party (which includes the Customer not acting as intermediary of Health Shield for the promotion and distribution of the Plan), or authorise any party to make or enter into any commitments for or on behalf of the other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 14.8 **Severance.** If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement. If any provision or part-provision of this Agreement deleted under this clause 14.8 the parties shall negotiate in good faith

to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

14.9 **Notices.**

14.9.1 Any notice given to a party under or in connection with the Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case) or sent by email to:

14.9.1.1 in the case of Health Shield, to [renewals@healthshield.co.uk](mailto:renewals@healthshield.co.uk).

14.9.1.2 in the case of the Customer, to the email address of the Customer's Named Scheme Administrator.

14.9.2 Any notice shall be deemed to have been received:

14.9.2.1 if delivered by hand, at the time the notice is left at the proper address;

14.9.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

14.9.2.3 if sent by email at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 14.9.2.3, **business hours** mean 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

14.9.3 This clause 14.9 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

14.10 **Third party rights.** This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

14.11 **Governing law and Jurisdiction.** The Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation (**Dispute**) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any Dispute.

## Schedule Data protection

### 1. Definitions

The following definitions apply in this Schedule.

- 1.1 **“Agreed Purposes”** means any of the following purposes:
  - 1.1.1 setting up, administering and providing the Plan;
  - 1.1.2 supporting any investigations, or matters pertaining to Member safety, wellbeing and/or safeguarding or the prevention or detection of crime; and/or
  - 1.1.3 compliance with Domestic Law to which Health Shield is subject.
- 1.2 **“Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures”** as defined in the Data Protection Legislation.
- 1.3 **“Data Protection Legislation”** To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of Personal Data.
- 1.4 **“Domestic Law”** the law of the United Kingdom or a part of the United Kingdom.
- 1.5 **“Shared Personal Data”** means Personal Data shared by the Customer under and/or pursuant to this Agreement.
- 1.6 **“UK GDPR”** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

### 2. Compliance

Each party will comply with all applicable requirements of the Data Protection Legislation at all times during the term of this Agreement in relation to the Shared Personal Data. The provisions of this Schedule are in addition to, and do not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation generally.

### 3. Processing and retention of Personal Data

- 3.1 The Customer and Health Shield agree and acknowledge that for the purpose of the Data Protection Legislation and the provision of Personal Data by the Customer under this Agreement:



- 3.1.1 the Customer is the Controller and Health Shield is the Processor;
- 3.1.2 the Data Subjects are the employees of the Customer and any Relations of such employees who are to become Members;
- 3.1.3 Personal Data shall only be shared by the Customer and processed by Health Shield under this Agreement for the Agreed Purposes;
- 3.1.4 Health Shield shall ensure that Shared Personal Data is securely erased or destroyed when it is no longer permitted to retain such Shared Personal Data under the Data Protection Laws;
- 3.1.5 the provision of Personal Data under this Agreement is necessary for the provision of the Plan;
- 3.1.6 the following types of Personal Data may be shared by the Customer under this Agreement for the Agreed Purposes:
  - 3.1.6.1 personal details which may include title, name, address, e-mail address, telephone number and date of birth of the Customer's employees who are to become Members;
  - 3.1.6.2 personal details of Relations (if they are to become Members) which may include title, name, address, e-mail address, telephone number and date of birth; and
  - 3.1.6.3 payroll numbers or other unique identifiers of employees of the Customer or Relations if they are to become Members.
- 3.2 Without prejudice to the generality of paragraph 2, the Customer will ensure that it has all necessary and appropriate consents and notices in place to enable lawful transfer of the Shared Personal Data to Health Shield and/or the lawful collection of the Shared Personal Data by Health Shield on behalf of the Customer for the duration and purposes of this Agreement. The Customer shall be solely responsible for ensuring the security of transmission of any Shared Personal Data provided by it to Health Shield.
- 3.3 Without prejudice to the generality of paragraph 2, Health Shield shall, in relation to any Shared Personal Data processed in connection with the performance by Health Shield of its obligations under these Conditions:
  - 3.3.1 process that Shared Personal Data only in accordance with these Conditions unless the prior written consent of the Customer is obtained or Health Shield is required by Domestic Law to otherwise process that Shared Personal Data. Where Health Shield

is relying on Domestic Law as the basis for processing Shared Personal Data, Health Shield shall promptly notify the Customer of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits Health Shield from so notifying the Customer;

3.3.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Shared Personal Data and against accidental loss or destruction of, or damage to, Shared Personal Data;

3.3.3 ensure that all personnel who have access to and/or process Shared Personal Data are obliged to keep the Shared Personal Data confidential;

3.3.4 at the written direction of the Customer, delete or return Shared Personal Data and copies thereof to the Customer on termination of this Agreement unless Health Shield is required or permitted by Domestic Law to store the Shared Personal Data; and

3.3.5 not transfer any Shared Personal Data outside of the United Kingdom unless the prior written consent of the Customer has been obtained.

3.4 The parties acknowledge that for the purpose of Personal Data received directly from Members in connection with their Memberships and/or pursuant to the Plan Terms and Conditions, Health Shield is a Controller in respect of such Personal Data. For the avoidance of doubt, the parties agree and acknowledge that Health Shield will not be under any obligation under this Agreement to share with the Customer Personal Data which it receives directly from Members.

#### **4. Sub-processing**

The Customer consents to Health Shield appointing other persons as a third-party processor(s) of Shared Personal Data under these Conditions in relation to the provision of the Plan provided the Customer's prior written consent is obtained, but such consent is not to be unreasonably withheld or delayed.

#### **5. Assistance and notification**

Each party shall:

5.1 on reasonable request, reasonably assist the other party promptly, at the other party's cost, in responding to any request from a Data Subject which relates to the Shared Personal Data and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact

assessments and consultations with supervisory authorities or regulators in respect of the Shared Personal Data;

5.2 notify the other party without undue delay on becoming aware of a Personal Data Breach in respect of the Shared Personal Data and provide assistance as is reasonably required by a party to facilitate the handling of any Personal Data Breach in an expeditious manner and a manner which is compliant with Data Protection Laws; and

5.3 notify the other party without undue delay if a party becomes aware of material inaccuracies in the Shared Personal Data.

END

MAR\_335.4 - 18/12/2023