

Foresight Health Cash Plan Group Policy Terms & Conditions

Group Policy Terms and Conditions

These standard terms and conditions apply to all agreements with employers providing the **Foresight Health Cash Plan** as a benefit for their employees on a corporate paid basis.

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.

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 leaflet (and Hospital Treatment Insurance terms and conditions where applicable) that is provided for use by employees. Where the terms noted in this Group Policy Terms and Conditions conflict with the terms noted for employees, these terms will always take priority. **You should retain a copy of the plan leaflet(s) as these form part of the Group Policy Terms and Conditions.** Together, they form the full policy document.

2. Renewals

Your contract of insurance with Westfield Contributory Health Scheme Limited (Westfield Health) is initially for a minimum period of 12 months. Cover for value added benefits selected at any time other than at the start of your Foresight Health Cash Plan scheme will commence on the anniversary of your scheme's start date. A minimum contract term of 12 months will apply to the value added benefit(s) from that date. Westfield Health do not issue renewal notices and by registering to provide the plan you have agreed to waive rights to a renewal notice.

Your contract with Westfield Health will automatically renew at the end of the initial 12 months term and thereafter will automatically renew on a monthly basis.

As your contract will renew automatically, 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 can make a claim.

If you decide to cancel your contract with us for the Foresight Health Cash Plan and/or value added benefit(s) during the first year you will still be liable for premiums for the remainder of the 12 months term.

The amount due will be:

an average of the total premium payable by you each month for the provision of corporate paid cover, from the date your agreement with us commenced (or if selected later, the date that the value added benefit(s) were included) up to your cancellation date, multiplied by the number of months remaining in the 12 months minimum term.

Once we have notified you of the sum payable full settlement must be received by us within 28 days.

3. Eligible Employees

The Foresight Health Cash Plan is only available to purchase for 5 or more employees. You will agree with us your criteria for selecting eligible employees. You will notify us immediately of additions or leavers from this group. Eligible employees **may not** be selected on the basis of health criteria.

In order 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 Foresight Health Cash Plan Administration Guidelines.

4. Premiums

Premiums are calculated and payable on a monthly basis. You can check how to calculate the monthly premium payable to Westfield Health by referring to the registration and administration guide.

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

Failure to pay premiums in accordance with our policy will be deemed breach of contract and as a consequence we may withhold or reject the payment of claims received, from employees and/or their partners, and may decline to provide any of the services included in the plan (a copy of our policy is included in the registration and administration guide for this plan).

Since your employees or their partners 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 and you agree to indemnify Westfield Health for any loss, damage and costs (including legal fees) howsoever arising in connection with the rejection or withdrawal of such claims.

5. Applications to upgrade Corporate Paid cover and/or apply for Partner Cover

Payroll Deductions

The facility to collect upgrade/Partner Cover premiums by payroll deduction is made available entirely at your discretion.

In accordance with the plan rules, your employees may complete and pass to you the plan Application Form that asks you to deduct money from their wages/salary to pay their premiums for an upgrade option and/or Partner Cover.

You must ensure that you promptly notify Westfield Health of all applications for upgrade options and Partner Cover.

You have a legal duty of care to your employees and must, as soon as practicable, pay voluntary deductions to Westfield Health on their behalf. Failure to do so will affect an individual policyholder's rights under the plan.

For the avoidance of doubt, holding of deductions from employees by you does not constitute holding of money on behalf (or as an agent) of Westfield Health. The policyholder does not legally pay for their cover until you pass these deductions to us on their behalf.

Direct Debit

If you choose not to administer a payroll deduction facility, Westfield Health will offer employees and employees' partners the opportunity to pay upgrade/Partner Cover premiums directly to us by monthly Direct Debit.

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 have been provided with details of how they should make a claim; details are outlined in the plan leaflet supplied to policyholders in their Welcome Pack.

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.

If you want to make a complaint you may contact us at the following address:

Customer Services Department
Westfield Contributory Health Scheme Limited
Westfield House
87 Division Street
Sheffield
S1 1HT

Telephone: 0114 250 2000.

Our complaints procedure will be sent to you on request.

If you remain dissatisfied with our final response and if you are an eligible complainant as defined by the Financial Ombudsman, you can refer your complaint to the Financial Ombudsman Service by visiting www.financial-ombudsman.org.uk or writing to Insurance Enquiries Division, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

The Ombudsman will only consider your complaint after you have written confirmation from us that our internal complaints procedure has been applied in full or if it takes us longer than eight weeks to resolve your complaint.

8. Cancellation Rights

This insurance contract for the Foresight Health Cash Plan and/or value added benefits may be cancelled at any time after you have completed the relevant 12 months minimum term(s) by providing us with at least 60 days notice in writing to:

Reconciliation Team
Westfield Contributory Health Scheme Limited
Westfield House
87 Division Street
Sheffield
S1 1HT

The date of cancellation will be the last day of the month in which your 60-day notice period expires.

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. However, if you cancel your value added benefit(s) only and continue to provide the Foresight 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 Foresight Health Cash Plan cover you provide to your employees, your employee (and therefore employees' partners with policies) cannot remain in the plan. Westfield Health may offer an alternative product direct to the employees, but not on the same terms and conditions.

9. Termination of this agreement

Termination without cause

Westfield Health shall be entitled to terminate this agreement, after the expiry of the minimum 12-month term at any time, by giving you 60 days written notice.

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 14 days after being requested to make payment.

Either party may terminate at any time 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, 5, 12 and 14 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. If 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, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

12. Data Protection/Fair Processing Notice

Westfield Health needs information from you about your employees and your organisation in order to provide benefits and services.

You warrant that whenever you transfer personal data to Westfield Health you have full authority to do this in accordance with applicable laws and regulations and in accordance with the Data Protection Act 1998. You also warrant that where sensitive personal data, such as health data, is transferred you have explicit consent of the employee to transfer the data.

Westfield Health will use the information in different ways:

- To decide whether to make available the health plan to your organisation and its employees and their respective partners
- To provide the appropriate benefits to employees and/or partners and dependants
- To maintain policyholder records
- To manage the underwriting and/or claims handling procedures (including any dependants' claims)
- To prevent and detect fraud
- For specific and selected marketing purposes (see marketing preferences below)

It will be necessary to record and monitor sensitive personal data, such as health and medical conditions for all claims processed under this health plan.

Medical information will be treated at all times with the appropriate levels of security and confidentiality.

The way in which data is used means that it may be shared with:

- Other insurance providers (in order to process and pay benefit and where necessary for the prevention and detection of fraud)
- Police and enforcement agencies (where necessary to prevent and detect fraud)
- Your organisation where we have a reasonable belief that the claims activity is in serious breach of our terms and conditions and/or may be fraudulent

In the interest of continuously improving our services to customers, and for training purposes, telephone calls to Westfield Health will be recorded and monitored. This will include the recording and monitoring of sensitive personal data, such as data relating to health and medical conditions.

Please note that personal data, including sensitive personal data provided to us by your employees and their partners is subject to data protection legislation and we are unable to share this information with you. For example, we are unable to provide to you information on claims which specific individuals have made unless we have written authority to do so from that individual. We will however require your employees to provide us with a limited right to advise you where we have a reasonable belief that claims activity is in serious breach of our terms and conditions and/or may be fraudulent.

Any individual about whom we hold personal data has a right of access subject to the data protection legislation and the right to correct inaccuracies in personal data. For further information on how we hold and process information, please write to our Data Protection Co-ordinator, Westfield Health, Westfield House, 87 Division Street, Sheffield S1 1HT.

We will notify all individuals covered under this health plan of their data subject rights under the Data Protection Act 1998 and all individuals will also receive a data protection/fair processing notice.

Marketing Preferences

We may process information, selectively, to contact you or your employees occasionally by post, email, text or phone with marketing offers and details of our other products and services. Additionally, we may also share your or your employees' contact details with other selected organisations who may contact you or your employees by post or phone about other products and services.

We will notify all individuals covered under this health plan of these information sharing processes and of the opt-out process. Company contacts wishing to opt out of employer marketing communications should contact us at the above address.

13. 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. Neither Westfield Health nor connected third parties have provided advice in this regard.

Should you require advice, you may of course seek this from a professional advisor or contact your Westfield Business Consultant to obtain advice regarding this policy.

14. Obligations to Employees

This is a group policy which provides benefits directly to your employees, and where applicable to their partners. Under law, you are required to ensure that employees know about this policy by providing them with the Policy Summary and allowing them access to the policy documentation should they request to do so. 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 a Policy Summary and policy documentation to each employee at their home address.

15. Providers

The Foresight Health Cash Plan is underwritten by Westfield Contributory Health Scheme Limited (Westfield Health), a UK based health insurer.

16. 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.

This product is underwritten and administered by:

Westfield Contributory Health Scheme Limited (Westfield Health)
Westfield House, 87 Division Street, Sheffield, South Yorkshire S1 1HT

Customer Helpline: 0114 250 2000
Textphone: 0114 250 2020
Available 8am to 6pm, Monday to Friday (Except Christmas Eve and Public Holidays)

Fax: 0114 272 4950
Email: enquiries@westfieldhealth.com
Website: www.westfieldhealth.com

Westfield Health is a trading name of Westfield Contributory Health Scheme Ltd., which is authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority. Details of registration can be found by accessing the Financial Services Register online at either the PRA or the FCA websites or by contacting the PRA on 020 7601 4878 or the FCA on 0800 111 6768. Westfield Health is registered and incorporated in England and Wales as a company limited by guarantee. Registered no. 303523. Westfield Health is a registered trademark.

All Foresight Categories 1.10.13