

Dated 22 March 2018

TRANSPORT FOR LONDON

and

TRANSPORT FOR LONDON as trustee

and

AXA PPP HEALTHCARE ADMINISTRATION SERVICES LIMITED

ADMINISTRATION AGREEMENT

relating to

THE TFL HEALTHCARE TRUST

THIS AGREEMENT is made the 22 day of March 2018

BETWEEN:

- (1) **TRANSPORT FOR LONDON** a statutory corporation established under the Greater London Authority Act 1999 and whose registered office is at 55 Broadway, London SW1H 0BD (the **company**); and
- (2) **TRANSPORT FOR LONDON acting in its capacity as trustee** whose registered office is at 55 Broadway, London SW1H 0BD (the **trustee**); and
- (3) **AXA PPP HEALTHCARE ADMINISTRATION SERVICES LIMITED**, a company whose registration number is 03429917 and whose registered office is at 5 Old Broad Street, London EC2N 1AD (the **administrator**).

Together the “**parties**”

WHEREAS:

- (A) By the **trust deed** made the 01 day of April 2018, the **company** created the trust known as the TfL Healthcare Trust (hereinafter referred to as the **scheme**) for the purpose of providing certain benefits relating to medical **treatment** for its **eligible employees** and their **family members**.
- (B) The **company** has appointed the **trustee** to fulfil the fiduciary duties of the **trustee** of the **scheme** and to administer the **scheme** and the **trustee** has accepted such appointment.
- (C) The **company** wishes to appoint an administrator as agent of the **trustee** to assist in the discharge of its duties as **trustee** and administrator of the **scheme** consistent with the **trustee's** power to appoint agents to transact **scheme** business as provided in the **trust deed**.

IT IS AGREED as follows:

1 DEFINITIONS

- 1.1 In addition to the words and expressions defined in the **rules**, the following words and expressions in bold in this agreement shall, where the context so permits, have the meanings set out below. :

AXA PPP group

means the **administrator** and any other company which is for the time being its **subsidiary** or **holding company** as set out in s.1159 of the Companies Act 2006 or a subsidiary of any such holding company, and where the context so permits, any of those companies;

claim

means a legitimate claim for benefits made by a **member** of the **scheme** for **treatment** in accordance with the **rules**.

commencement date

means 01 April 2018;

data controller	Shall have the meaning set out in the Data Protection Legislation;
Data Protection Legislation	means the following legislation to the extent applicable from time to time: (a) the Data Protection Act and any other national laws implementing Data Protection Directive (95/46/EC) and the Directive on Privacy and Electronic Communications (2002/58/EC); and (b) with effect from 25 May 2018 the General Data Protection Regulation (2016/679) and any associated national regulation; and (c) any other similar national privacy law as amended from time to time;
Declaration of Ineffectiveness	means a declaration of ineffectiveness in relation to this agreement made by a Court of competent jurisdiction pursuant to Regulation 98 of the Public Contracts Regulations 2015 or Regulations 113(2)(a) or 118(3) of the Utilities Contracts Regulations 2016;
employer	in relation to an eligible employee , means such one of the employers by whom he is employed or was last employed;
employers	means the company and any group company which, subject to the requirements of the trustee , has been invited to participate in the trust and has agreed to be bound by its terms and conditions by executing a separate deed of adherence in a form acceptable to the trustee .;
force majeure event	means any circumstances beyond the reasonable control of either party or an AXA PPP group company engaged in accordance with this agreement, which prevents the affected party from performing this agreement and which may include, Acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction of any overriding emergency procedures, accident, fire, flood, and storm, acts or omissions of any persons for whom either party or an AXA PPP group company engaged in accordance with this Agreement is not responsible, and any strikes or any industrial action affecting the obligations under this

agreement and outside the control of the **party** relying on the **force majeure event**;

healthcare scheme

means healthcare trust scheme as is applicable to the relevant **member as listed within Schedule 2**;

member

means an **eligible employee** or retired employee where membership of the **scheme** so allows, and any **family member** who has been admitted to membership of the **trust**, provided that in every case the name of such person has been notified to the **trustee** in writing and such person has not ceased to be a member of the **trust**;

personal data

means personal data, sensitive personal data, special categories of personal data and personal data relating to criminal convictions and offences as set out in Data Protection Legislation;

rules

means the rules of the relevant **healthcare scheme**;

Service

means the administration of the trust scheme as particularly described in the terms and conditions of this agreement and Schedule 2.

trust

means the TfL Healthcare Trust[s];

trust fund

means (i) the initial sum paid to the **trustee**, (ii) all money, investments or other property paid or transferred to or otherwise placed under the control of the **trustee** by any person or persons and accepted by the **trustee** as additions to the aforesaid property (including all loans from time to time made to the **trustee**), (iii) all capital accretions to the aforesaid property, and (iv) all money, investments and other property from time to time representing any of the above money, investments, property, additions and

working day accumulations;
means a day (other than a Saturday or Sunday)
which is not a public holiday in England.

2 GRANT AND ACCEPTANCE OF AUTHORITY

- 2.1 The **company** hereby appoints the **administrator**, and the **administrator** agrees, to act as the **trustee's** agent in the exercise of such of the **trustee's** trusts, powers, duties and discretions conferred under the **trust deed** as are necessary to enable the **administrator** to carry out its obligations under this agreement.

3 FUNCTIONS AND DUTIES

- 3.1 The **administrator** shall perform the Services in accordance with this agreement and Schedule 2 and the **administrator** undertakes that all appropriate control and management procedures shall be put in place to ensure that all matters required to be dealt with by the **administrator** under this agreement in relation to the **trust deed** and the benefits arising under it are efficiently and properly managed.
- 3.2 The **trustee** shall do all things which may be reasonably required of it to enable the **administrator** to perform its obligations set out in this agreement including without prejudice to the generality of the foregoing supplying to the **administrator** any information (whether documentary or otherwise), documents, books of account or computer records which the **administrator** reasonably requires to perform such obligations which are in the **trustee's** power, possession or control and any powers of attorney or other authorities which the **administrator** may require in connection with the performance of such obligations.
- 3.3 At the request of the **company**, the **administrator** shall perform its obligations set out in this agreement to the best of its abilities in the best interests of the **trustee**.
- 3.4 In the event the **company** has informed the **administrator** that it wishes to enter into this agreement, and does not return the signed agreement, the **parties** hereby agree that performance by the **company** of any of its obligations under this agreement in the first two months of the **scheme year**, including any payment of monies contributed to the **trust fund** by the **company**, shall be construed as the **company's** confirmation of acceptance of the terms of this agreement.
- 3.5 All payments, adjustments, settlements, compromises and proceedings made by the **administrator** pursuant to this agreement shall bind the **trustee**.

3A COMPLIANCE WITH POLICIES AND LAW

- 3A.1. The **administrator**, at no additional cost to the **trustee**:

3A.1.1 undertakes to procure that all the **administrator's** personnel comply with all of the **administrator's** policies and standards, which are substantially similar to those of the **trustee's** policies and standards that are relevant to administration of the

trust, (including the **trustee's** workplace harassment policy as updated from time to time (copies of which are available on request from **the trustee**) and with TfL's Code of Conduct (which is available on TfL's website, www.tfl.gov.uk)). When accessing the **trustee's** premises or computer systems the **administrator** shall ensure is personnel complies with the **trustee's** policies relating to safety, security, business ethics, drugs and alcohol and any other on site regulations specified by the **trustee**. The **trustee** shall provide the **administrator** with copies of such policies and standards on request;

3A.1.2 shall provide the administration of the **trust** in compliance with and shall ensure that the **administrator's** personnel comply with all requirements of all Acts of Parliament, statutory instruments, court orders, regulations, directives, European Community decisions (insofar as legally binding), bye-laws, treaties and other regulatory requirements relevant to the **administrator's** business, from time to time in force which are or may become applicable to the administration of the **trust**. The **administrator** shall promptly notify the **trustee** if the **administrator** is required to make any change to the Services for the purposes of complying with its obligations under this Clause 3A.1.2;

3A.1.3 without limiting the generality of Clause 3A.1.2, shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;

3A.1.4 acknowledges that the **trustee** is under a duty under section 149 of the Equality Act 2010 to have due regard to the need to eliminate unlawful discrimination on the grounds of sex, marital or civil partnership status, race, sexual orientation, religion or belief, age, pregnancy or maternity, gender reassignment or disability (a "**Relevant Protected Characteristic**") (as the case may be) and to promote equality of opportunity between persons who share a Relevant Protected Characteristic and persons who do not share it. In providing the administration of the **trust**, the **administrator** shall assist and cooperate with **trustee** where possible in satisfying this duty;

3A.1.5 where possible, shall provide the administration of the **trust** in such a manner as to:

- (a) promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;
- (b) eliminate unlawful discrimination; and
- (c) promote good relations between persons of different racial groups, religious beliefs and sexual orientation;

4 CLAIMS

4.1 All necessary **claims** documentation and data shall be properly completed and signed and lodged with the **administrator** who shall, subject to the terms of this agreement, process, reject, adjust, compromise and settle **claims** and benefits in accordance with the **rules** (contained in the **scheme** handbook) and in particular in accordance with the terms and limits of the benefits table (as set out in the **rules**) of the relevant healthcare scheme provided however that the **administrator** shall (notwithstanding the delegation to the **administrator** of the processing and

settlement of **claims** and benefits under this agreement) consult with the **trustee** prior to settling any **claims** and benefits if the settlement of such **claims** and benefits to be paid (if at all) from the **trust fund** requires the exercise of any discretion by the **trustee** under any provision of the **trust deed** and the **rules**.

4.2 The **administrator** shall not be obliged to pre-authorise or settle **claims** and benefits in any circumstances unless:

4.2.1 the **administrator** determines in good faith using a reasonable and appropriate basis for calculation that the monies provided to the **administrator** by the **trustee** out of the **trust fund** are sufficient to do so (having regard to those factors which an independent party operating as a reasonable trust administrator would take into account) and, in circumstances where the **administrator** has agreed to draw cheques on its own bank accounts to meet the same, such monies are also sufficient to meet such **claims** and benefits in full; and.

4.2.2 the **company** has paid all fees owing under the terms of this agreement.

4.3 In the event that the **administrator** proposes to cease the pre-authorisation and/or settlement of claims and benefits in accordance with the provisions of clause 4.2:

4.3.1 the **administrator** shall notify the **company** in writing in advance, providing details of the proposal to reject the claim pre-authorisation or settlement;

4.3.2 if the **company** does not respond within 7 days of receipt of the notice given pursuant to clause 4.3.1, the **administrator** shall be entitled to suspend the pre-authorisation and/or settlement of all **claims** and benefits, unless and until the monies provided to the **administrator** by the **trustee** out of the **trust fund** are sufficient to do so (as determined in accordance with clause 4.2.1.) and the **company** has paid all fees owing under the terms of this agreement;

4.3.3 the **administrator** will request contact details from the **company** and if provided, provide the details to all **members** that contact the **administrator** during any suspension imposed in accordance with clause 4.3.2.

4.4 If the **company** disputes the **administrator's** finding that the monies provided are insufficient for the purposes of clause 4.2.1 then the matter shall first be referred to the respective relationship managers of each of the **company** and the **administrator** appointed for the purposes of this agreement

4.5 In the event that the relationship managers referred to in clause 4.4 above are unable to resolve the matter within a period of 7 days of the matter being referred to them, then the **company** may by notice in writing refer the matter to a senior manager or director of the **administrator**.

- 4.6 If the matter is not resolved within 7 days after being referred to a senior manager or director of the **administrator**, then the **company** has the option to require that the amount that is sufficient be determined under the same parameters under clause 4.2.1 by an independent chartered accountant and/or actuary to be agreed between the parties. The independent accountant and/or actuary shall act as an expert and not as arbitrator and his decision shall be final and binding upon the parties. The costs of the independent accountant and/or actuary shall be borne by the **company**.
- 4.7 Nothing in clauses 4.4 to 4.6 of this Agreement shall prevent the **administrator** from suspending pre-authorisation and/or payment of **claims** in accordance with clause 4.2 above until such time as the senior manager or director of the **administrator**, or independent accountant or actuary (as may be appropriate) so determines.

5 BANK ACCOUNTS

- 5.1 On the execution of this agreement the **trustee** shall establish an appropriate bank account in the name of the **trustee** (the **trust account**). This account shall be used exclusively for the purpose of settling **claims** and benefits from the **trust fund**.
- 5.2 The **trust account** shall be operated by such persons and on such basis as shall be agreed from time to time between the **administrator** and the **trustee** for the purposes of settling **claims** and benefits under the **scheme**.
- 5.3 There shall be paid into the **trust account** such sums as shall be determined by the **trustee** and as may be required by the **administrator** from time to time to meet reasonably foreseeable **claims**.
- 5.4 The **administrator** agrees to settle **claims** and benefits on behalf of the **scheme** out of its own bank account (the **administrator account**).
- 5.5 On execution of this agreement a sum sufficient to meet (in the **administrator's** reasonable opinion) the **claims** likely to arise and to be required to be paid from the **trust fund** during the first three months following execution of this **agreement** shall be transferred from the **trust account** to the **administrator account**. Thereafter within 8 **working days** of the end of each quarterly period 1 April, 1 July, 1 October, 1 January during the continuation of this Agreement a sum shall be transferred from the **trust account** to the **administrator account** equal to the aggregate amount of **claims** and benefits actually paid out of the **administrator account** during such quarterly period. Sums held in the **administrator account** from time to time shall be held by the **administrator** upon trust for the **trustee** as trustee of the **trust fund**.
- 5.6 Without prejudice to the provisions of clauses 5.1 to 5.5 above, the **trustee** hereby authorises the **administrator**:
- 5.6.1 to open and operate under the terms of its appointment such bank/building society accounts as it may determine to be necessary (including any overdraft facility in respect of those accounts) in order to settle **claims** and benefits under the **scheme**;

- 5.6.2 upon receipt by the **administrator** of a valid invoice from the provider of the **treatment** and upon the relevant **claim** being agreed and authorised in accordance with the provisions of this agreement, to transfer such sums from either of the **administrator accounts** to a **claims** payment bank account established on behalf of AXA PPP healthcare limited as may be necessary in order to settle such **claim**;
- 5.6.3 to authorise such of its employees or other persons to sign cheques, mandates and other documents required in respect of any such accounts to enable payments to be made in accordance with the provisions of the **scheme**; and
- 5.6.4 to receive from the **trustee** and retain any original contributions or other contributions or payments paid to the **trustee** by the **company** or other **employer** or employees and other profits, fees, commissions or receipts which may arise from the **scheme** or the administration thereof or the arranging, effecting or maintaining of policies or contracts granted by any insurance company, such profits, fees, commissions or receipts to be held for the account of the **trustee**.
- 5.7 The **administrator** will not transfer or pay any part of the **scheme** monies it administers in any circumstances to any person or body which is or has at any time been an **employer** for the purposes of the **scheme**.
- 5.8 The **administrator** may at any time during a **scheme year** notify the **trustee** of the amounts which the **company** and any **employer** (at their discretion) would need to contribute to the **trust fund** in order to settle any **claims** and benefits payable pursuant to the **scheme**. For the avoidance of doubt, the **administrator** may not be in a position to pre-authorise and/or settle **claims** made in accordance with the **rules** made pursuant to the **trust deed** where the **company** and/or any **employer** fails to make such a contribution or where the **company** fails to pay any fees due under this agreement,
- 5.9 The **administrator** may, by not less than 5 **working days** prior notice to the **trustee**, request the **trustee** to, at the **trustee's** discretion, effect such overdraft facility in respect of the **trust account** as may be required to settle the **claims** and benefits payable in respect of any **scheme year** which would not otherwise be met out of the total monies held in the **trust account** during that period. Such overdraft facility is intended for the payment of **claims** and benefits under the **scheme** and, accordingly, the **administrator** shall apply all amounts raised by the **trustee** hereunder in or towards satisfaction of its **claims** and benefits settlement requirements.
- 5.10 The fees payable by the **company** to the **administrator** pursuant to clause 11 below shall be paid to such bank account as the **administrator** shall notify the **company** in writing from time to time.

6 ADMINISTRATION AND RECORDS

The **administrator** will undertake the administration of the **scheme** including:

- 6.1 maintaining records in respect of the **company** or other **employer's** contributions, and in respect of **claims** and benefits;
- 6.2 establishing benefit entitlements and claiming any sum due from any insurance company or third party; and
- 6.3 settling **claims** made in accordance with the **rules** made pursuant to the **trust deed**.

7 INDEMNITIES

- 7.1 The **trustee** undertakes to indemnify and keep indemnified the **administrator** against all costs, losses, expenses, claims, damages, demands, proceedings and liabilities arising out of:
 - 7.1.1 the claims of the **company's** employees or any **member** in connection with the performance of the **administrator's** duties and the Services as described hereunder; and
 - 7.1.2 the breach by the **trustee** of any applicable **Data Protection Legislation** in connection with this agreement,

save where such costs, losses, expenses, claims, damages, demands, proceedings and liabilities are incurred as a result of any fraud, bad faith, negligence or wilful default of the **administrator**.
- 7.2 The **administrator** undertakes to indemnify and keep indemnified the **trustee** against all costs, losses, expenses, claims, damages, demands, proceedings and liabilities arising out of:
 - 7.2.1 the **administrator's** failure to comply with the instructions of the **trustee** in connection with the payment of claims or the rejection of claims as described hereunder; and
 - 7.2.2 the breach by the **administrator** of any applicable **Data Protection Legislation** in connection with this agreement,

save where such costs, losses, expenses, claims, damages, demands, proceedings and liabilities are incurred as a result of any fraud, bad faith, negligence or wilful default of the **trustee**.
- 7.3 Neither the **administrator** nor the **trustee** shall have any liability to the other under this agreement for any:
 - 7.3.1 loss (whether direct or indirect) of revenue or profits;
 - 7.3.2 loss (whether direct or indirect) of business opportunity; or

7.3.3 indirect, consequential or special loss or damage,
in each case arising out of or connection with this agreement including without limitation if as a result of breach of contract, negligence or any other tort, under statute or otherwise, and regardless of whether the first named party knew or had reason to know of the possibility of the loss, injury or damage in question.

7.4 Nothing in clause 7.4 shall exclude, limit or restrict the **administrator's** or the **trustee's** liability for:

7.4.1 death or personal injury resulting from negligence; or

7.4.2 fraud or fraudulent misrepresentation; or

7.4.3 any other matter in respect of which liability cannot by applicable law be excluded or limited.

7.5 The administrator undertakes to indemnify and keep indemnified the Trustee against all costs, losses, expenses, claims, damages, demands, proceedings and liabilities arising out of:

7.5.1 the **administrator's** breach or negligent performance of its obligations as **administrator** of the **trust** as described hereunder save where such costs, losses, expenses, claims, damages, demands, proceedings and liabilities are incurred as a result of any fraud, bad faith, negligence or wilful default of the **trustee**. The **administrator's** maximum aggregate liability for a breach of the indemnity under this clause shall not exceed £5,000,000.00.

8 SUB-CONTRACTING AND CHANGE OF OWNERSHIP

8.1 The **administrator** shall not assign or sub-contract all or any part of the administration of the **trust** to an entity outside the **AXA PPP group** without the prior written consent of the **trustee**, which may be refused or granted subject to such conditions as the **trustee** sees fit.

8.2 Where the **administrator** sub-contracts all or any part of the administration of the **trust** to any person, the **administrator** shall:

8.2.1 ensure that such person is obliged to comply with obligations and duties that are substantially similar to its obligations under this agreement insofar as they relate to the part(s) of the administration of the **trust** (as the case may be) which that sub-contractor is required to provide;

8.2.2 be responsible for payments to that person;

8.2.3 remain solely responsible and liable to the **trustee** for any breach of the agreement or any performance, non-performance, part-performance or

delay in performance of any of the administration of the **trust** by any sub-contractor to the same extent as if such breach, performance, non-performance, part-performance or delay in performance had been carried out by the **administrator**;

- 8.2.4** on or before the **Commencement Date**, notify the **trustee** in writing of the name, contact details and details of the legal representatives of any such sub-contractor (of any tier), to the extent that such information has not already been provided by the **administrator** to the **trustee** under the agreement;
- 8.2.5** promptly notify the **trustee** in writing of any change to the information notified under Clause 8.2.4 and provide in writing the name, contact details and details of the legal representatives of each such sub-contractor (of any tier) who is engaged after the **Commencement Date**;
- 8.2.6** without prejudice to the provisions of Clause 3.3, ensure compliance with the Bribery Act 2010 and any applicable guidance issued by the Secretary of State under it when appointing any such sub-contractor;
- 8.2.7** include a term in each sub-contract (of any tier):
- (i)** requiring payment to be made by the **administrator** or (in respect of a sub-contract below the first tier) the payer under the relevant sub-contract, to the sub-contractor within a specified period not exceeding: (a) 30 days; or (b) such longer period as set out in the relevant sub-contract, from receipt of a valid and undisputed invoice as defined by the sub-contract requirements;
 - (ii)** a requirement that any invoices for payment submitted by the sub-contractor are considered and verified by the **administrator**, or (in respect of a sub-contract below the first tier) the payer under the relevant sub-contract, in a timely manner and that any undue delay in doing so shall not in itself be sufficient justification for failing to treat an invoice as being valid and undisputed under the sub-contract requirements;
 - (iii)** entitling the **administrator** or (in respect of a sub-contract below the first tier) the payer under the relevant subcontract to terminate that sub-contract if the relevant sub-contractor fails to comply in the performance of its contract with legal obligations in the fields of environmental (to the extent this is an applicable provision in relation to the relevant service), social or labour law; and
 - (iv)** a requirement that the sub-contractor includes a provision having the same effect as Clause 8.2.7 above in any sub-contract it awards.

8.3 The **administrator** shall give notice to the **trustee** within 10 Business Days where:

- 8.3.1 there is any change in the ownership of the **administrator** where such change relates to the acquisition by an entity outside the **AXA PPP group** of 50% or more of the issued share capital of the **administrator**; and
- 8.3.2 there is any change in the ownership of the **holding company** where such change relates to the acquisition by an entity outside the **AXA PPP group** of 50% or more of the issued share capital of the **holding company**; and
- 8.3.3 (in the case of an unincorporated **administrator**) give notice to the **trustee** if there is any change in the management personnel of the **administrator**, which alone or taken with any other change in management personnel not previously notified to the **trustee**, equates to a change in the identity of 50% or more of the management personnel of the **administrator**.
- 8.3.4 Upon the occurrence of any of the events referred to at Clauses 8.3.1 – 8.3.3 above, **trustee** shall have the right to terminate the Agreement.

9 INSPECTION AND RETENTION OF DATA

- 9.1 Neither the **company**, the **trustee** nor their representatives shall have the right during the continuation or upon termination of this agreement to inspect or copy any books, accounts, records and other information maintained by the **administrator** or any appointed agent or adviser of the **administrator** in relation to medical information, of whatever kind, relating to a **member**, which has arisen as a result of such person's membership of the **scheme**, without the specific written consent of such **member**. In respect of all other books, accounts, records and information, the **administrator** shall have the right to retain the same to the extent necessary to perform its obligations and functions under this agreement, save that the **administrator** recognises that any such books, accounts, records and other information which have been provided to it by the **trustee** are and shall remain the property of the **trustee**, but the **administrator** shall be permitted at its own expense to retain a copy of such books, accounts, records and other information following termination of this agreement for any reason.

10 USE AND RETENTION OF DATA

- 10.1 The **company**, the **trustee** and the **administrator** shall separately determine the purposes for which and the manner in which any **personal data** are, or are to be, processed and are therefore, for the purposes of this agreement and where the context so admits, **data controllers** as defined in the **Data Protection Legislation**. The **company**, the **trustee** and the **administrator** shall accordingly comply with such of the requirements of the **Data Protection Legislation** as may be applicable in respect of the processing of **personal data** in relation to the Services. In particular (without limitation) the **company**, the **trustee** and the **administrator** shall obtain from **members** all such consents as are required under or pursuant to the **Data Protection Legislation** to the processing of **personal data** relating to such

members.

- 10.2 The **trustee** shall in addition take such steps as may be required to ensure that nothing undertaken or to be undertaken by the **administrator** hereunder or in relation to the **scheme** shall constitute or give rise to any breach of statutory duty on the part of the **administrator**.
- 10.3 The **administrator** shall, in addition, not publish any **personal data** to any third party in a form which enables any **employer** or **member** to be identified unless the **trustee** and such **employer** or **member** otherwise agree provided that the **administrator** may, for the purposes of the **scheme**, disclose **personal data** relating to a **member** to any **appointed doctor, practitioner, therapist** or **specialist** and to administrative staff employed by any of the foregoing or by any facility providing the **member** with **treatment** under the benefits of the trust.
- 10.4 Each of the **company**, the **trustee** and the **administrator** agrees to co-operate with the others in securing compliance by all of them with this clause 10 and the **Data Protection Legislation** and in responding to requests for access to **personal data** from **members** and third parties.
- 10.5 The **administrator** may provide management information as agreed with the **company** or the **trustee**, but will only provide such information in anonymised form.
- 10.6 The **administrator** must follow the 10 Steps to Cyber Security issued by the National Cyber Security Centre.

11 FEES

- 11.1 In consideration of the **administrator** undertaking its duties and obligations under this agreement, the **administrator** shall be paid by the **company** such remuneration for the provision of the Services (together with any Value Added Tax receivable) as set out in the Schedule 3.
- 11.2 The **trustee** shall provide to the **administrator** lists of all **members** of the **trust** and shall where reasonably possible update such lists on a monthly basis.
- 11.3 The **administrator** shall calculate the average number of **members** of the **scheme** for each **scheme year**. This calculation will be the arithmetic mean of the number of **members** of the **scheme** as recorded by the **administrator** at the end of each month of the **scheme year**. If there is an increase in the number of **members** of the **scheme** as at the beginning of the **scheme year** there shall be an adjustment in the fee payable to the **administrator** under clause 11.1 prorated to the additional number of **members**.
- 11.4 The **administrator** shall at least 2 months prior to each anniversary of the date hereof notify the **company** of the fee referred to in clause 11.1 which is payable to the **administrator** for the next **scheme year**.

12 RECORDS AND AUDIT

- 12.1 The **administrator** shall, and shall procure that its sub-contractors shall maintain a complete and correct set of records pertaining to all activities relating to the performance of the administration and the **administrator's** obligations under the agreement and all transactions entered into by the **administrator** for the purposes of the agreement; and
- 12.2 Subject always to the **administrator's** obligations to clinical and commercial confidentiality the **administrator** shall grant to the **company**, its auditors, regulators and their respective authorised agents the right of access to the **administrator's** records for internal and/ or external audit, information security audit and/ or other oversight functions and shall provide all reasonable assistance at all reasonable times for the purposes of carrying out an audit of the **administrator's** compliance with this agreement including all activities, the calculation of fees, performance, Personal Data processing, security and integrity in connection therewith or otherwise. In the event of a third party audit, the **company** will still be entitled to determine the scope and standards of the audit, and to have access to the results of the audit, subject to medical confidentiality. Audits will be announced in advance where this is reasonably possible.

13 RECOVERIES

- 13.1 Where a **member** is pursuing a third party they believe is responsible for a personal injury, clinical negligence or expenses they have incurred, the **administrator** will attempt to recover any costs paid in **claims** (plus interest) under the **scheme** for such injury or incident on behalf of the **trustee** (a "recovery"), where in the **administrator's** reasonable opinion the **administrator** believes investigation of such a **claim** could lead to a recovery of sums paid by the **trust**.
- 13.2 Where the **administrator** successfully makes a **recovery** on behalf of the **trust** (whether in part or in full) the **administrator** shall retain 20% (plus applicable tax) of each **recovery** successfully made, in return for facilitating such a **recovery** to the **trust**.
- 13.3 Where applicable a VAT invoice will be available on request.

14 TERMINATION

- 14.1 For any poor performance disputes, the **administrator** and the **company** will follow the process as outlined in Schedule 1.
- 14.2 This agreement may be terminated by any of the **company**, the **trustee** or the **administrator** giving not less than 6 months' prior notice in writing to the others provided that no such notice may be given to expire either prior to the first anniversary of the date hereof or on any date other than an anniversary of the date hereof and provided that such termination shall be without prejudice to the continued administration by the **administrator** under the terms hereof of any **claims** under the **scheme** which were incurred prior to the date of termination and notified to the **administrator** within 6 months of the date of commencement of

treatment.

- 14.3 This agreement may be terminated by the **administrator** immediately by written notice served on the other parties if either the **company** or the **trustee** shall at any time:
- 14.3.1 fail to have or maintain any authorisation legally necessary for the purpose of performing its obligations pursuant to this agreement; or
 - 14.3.2 has committed a material or persistent breach of the agreement and in the case of such breach that is capable of remedy fails to remedy that breach within fail to discharge any of its obligations hereunder within 10 days of receiving a written notice from any other party calling attention to any failure so to do; or
 - 14.3.3 become insolvent or suspend payment of its debts or enter into any arrangement with its creditors or convene a meeting of its creditors or cease or threaten to cease to carry on its business; or
 - 14.3.4 enter into liquidation (whether voluntarily or otherwise) or have a receiver appointed; or
 - 14.3.5 fail to comply with clause 17.6 ; or
 - 14.3.6 be directly or indirectly, subject to any sanction, prohibition or restriction described in clause 17.7; or
 - 14.3.7 commits any of the money laundering related offences listed in the Public Contracts Regulations 2015.
- 14.4 Without prejudice to the **company's** right to terminate at common law, this agreement may be terminated by the **company** or the **trustee** immediately by written notice served on the other parties if the **administrator** shall at any time:
- 14.4.1 fail to have or maintain any authorisation legally necessary for the purpose of performing its obligations pursuant to this agreement; or
 - 14.4.2 has committed a material or persistent breach of the agreement and in the case of such breach that is capable of remedy fails to remedy that breach within fail to discharge any of its obligations hereunder within 10 business days of receiving a written notice from any other party calling attention to any failure so to do; or
 - 14.4.3 become insolvent or suspend payment of its debts or enter into any arrangement with its creditors or convene a meeting of its creditors or cease or threaten to cease to carry on its business; or
 - 14.4.4 enter into liquidation (whether voluntarily or otherwise) or have a receiver appointed; or
 - 14.4.5 any of its officers, employees or agents commits any act of bribery described in the Bribery Act 2010; or
 - 14.4.6 commits any of the money laundering related offences listed in the Public Contracts Regulations 2015; or

- 14.4.7 fails to comply in the performance of the **scheme** administration with legal obligations in the fields of social or labour law.
- 14.5 This agreement may be terminated by the **company** or the **trustee** immediately by written notice served on the other parties in the event that there is a change of ownership of the **administrator** as referred to in clause 8.3
- 14.6 Without prejudice to the **trustee's** right to terminate the agreement under Clause 14.1 or to terminate at common law, the **trustee** may terminate the agreement at any time in the event of a substantial change to the **company's** employee benefits policy, such that the provision of private healthcare is no longer going to be offered as an employee benefit, subject to giving the **administrator** 6 months' written notice.
- 14.7 Without prejudice to the **trustee's** right to terminate the agreement under Clauses 14.1, 14.5 or at common law, the trustee may terminate the agreement at any time following a Declaration of Ineffectiveness in accordance with the provisions of this Clause 14.
- 14.8 Where a party fails to comply with clause 17.11, that party will be deemed to be in material breach of this agreement that is not capable of being remedied and the other party shall have a right to terminate this agreement immediately.
- 14.9 Upon termination of this agreement for whatever reason all monies held by the **administrator** on behalf of the **trustee** shall immediately be returned to the **trustee** or its designee subject to any outstanding **claims**.
- 14.10 Subject to clauses 9 and 10 above, upon termination of this agreement for whatever reason, the **trustee** and its duly authorised representatives shall be entitled to obtain immediate access to the books, accounts, records or other information of whatever nature relating to the **scheme** and the **administrator** shall at the request of the **trustee**:
- 14.10.1 deliver to the **trustee** such books, accounts, records and other information including offline storage and security copies of the **trustee's** data relating to the **scheme**; and/or
- 14.10.2 store on magnetic, optical or other media the information then stored on line relating to the **scheme** and deliver such media to the **trustee**; and/or
- 14.10.3 make and deliver to the **trustee** such printouts of information relating to the **scheme** as the **trustee** may reasonably require.
- All reasonable external costs incurred by the **administrator** in complying with the obligations referred to in this clause 14.7 shall be reimbursed by the **trustee** to the **administrator** in full upon demand.
- 14.11 Without prejudice to any of the **company's** other rights, powers or remedies (whether under the agreement or otherwise) if the **administrator** is in breach of any of its warranties, or obligations either under clause 3 or any other provision of this agreement, the **administrator** shall, if required to do so by the **company**,

promptly remedy and/or re-perform the Services or part of them at its own expense to ensure compliance with such warranties and obligations.

- 14.12 The cancellation or termination of this agreement shall be without prejudice to any rights or liabilities of either party which shall be accrued prior to such cancellation or termination and shall not affect any provisions of this agreement that are expressly or by necessary implication intended to survive such cancellation or termination.
- 14.13 Any information relating to either the **company** or the **trustee** or to their business affairs or trade secrets which have, or shall become known to the **administrator** in the course of the performance of the obligations pursuant to this agreement shall not be disclosed to any person during or after the termination of this agreement without the prior written consent of the **company** or the **trustee** as applicable other than for the proper performance of the **administrator's** obligations under this agreement.
- 14.14 Any information relating to the **administrator** or to its business affairs or trade secrets which have, or shall, become known to the **company** or the **trustee** in the course of the performance of their obligations pursuant to this agreement shall not be disclosed to any person during or after the termination of this agreement without the prior written consent of the **administrator** other than for the proper performance of the **company's** or the **trustee's** obligations under this agreement.
- 14.15 Subject to clause 14.9, upon expiry or termination of the agreement (howsoever caused) the **administrator** shall, at no further cost to the **company** take all such steps as shall be necessary to assist in the winding up of the trust in accordance with Clause 29 of the **trust deed**; and
- 14.16 the **company** shall (subject to the provisions of any security for due performance supplied by the **administrator**) pay the **administrator** any charges remaining due in relation to any Services properly performed in accordance with the agreement up to the date of termination.
- 14.17 On termination of the agreement in accordance with clause 14.3 or 14.4, the **trustee** may enter into any agreement with any third party or parties as the **trustee** thinks fit to provide the administration of the **trust** and the **administrator** shall be liable for all additional expenditure reasonably incurred by the **trustee** in putting in place an arrangement to have such administration carried out and all other costs and damages reasonably incurred by the **trustee** in consequence of such termination. The **trustee** may deduct such costs from the fees or otherwise recover such costs from the **administrator** as a debt.

Declaration of Ineffectiveness and Public Procurement Termination Event

- 14.18 In the event that a court makes a Declaration of Ineffectiveness, the **trustee** shall promptly notify the **administrator**. The Parties agree that the provisions of Clause 14.14 to 14.16 and Clauses 14.17, 14.18, 14.20 to 14.22 (inclusive) and 14.28 shall apply as from the time when the Declaration of Ineffectiveness is made.
- 14.19 The Declaration of Ineffectiveness shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such

Declaration of Ineffectiveness in respect of the period prior to the Declaration of Ineffectiveness, save as otherwise expressly provided to the contrary in Clauses 14.17 to 14.22 inclusive.

- 14.20 During any court proceedings seeking a Declaration of Ineffectiveness, the **trustee** may require the **administrator** to prepare a Cessation Plan in accordance with this Clause 14.19 by issuing a notice in writing. As from the date of receipt by the **administrator** of such notification from the **trustee**, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the **trustee** shall reasonably determine an appropriate Cessation Plan with the object of achieving:
- 14.20.1 an orderly and efficient cessation of the administration of the **trust** or (at the **trustee's** request) a transition of the administration of the **trust** to the **trustee** or such other entity as the **trustee** may specify; and
 - 14.20.2 minimal disruption or inconvenience to the **trustee** or to the **members**;
 - 14.20.3 in accordance with the provisions of Clauses 14.18 to 14.22 (inclusive) and which the Parties agree would have effect in the event that a Declaration of Ineffectiveness is made.
- 14.21 Where there is any conflict or discrepancy between the provisions of Clauses 14.14 to 14.16 and Clauses 14.18 to 14.22 (inclusive) and 14.28 or the Cessation Plan, the provisions of these Clauses 14.18 to 14.22 (inclusive) and 14.28 and the Cessation Plan shall prevail.
- 14.22 The Parties will comply with their respective obligations under the Cessation Plan (as agreed by the Parties or, where agreement cannot be reached, as reasonably determined by the **trustee**) in the event that a Declaration of Ineffectiveness is made.
- 14.23 The **trustee** shall pay the **administrator's** reasonable costs in assisting the **trustee** in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or fees agreed as part of this agreement or as otherwise reasonably determined by the **trustee**. Provided that the **trustee** shall not be liable to the **administrator** for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this agreement pursuant to any Declaration of Ineffectiveness.
- 14.24 Without prejudice to the **trustee's** rights of termination implied into the agreement by Regulation **73(3) of the Public Contracts Regulations 2015** or Regulation **89(3) of the Utilities Contracts Regulations 2016**, in the event that the trustee exercises its right to terminate pursuant to this Clause 28.7 (a "Public Procurement Termination Event"), the **trustee** shall promptly notify the **administrator** and the Parties agree that:
- 14.24.1 the provisions of Clauses 14.14 to 14.16 and these Clauses 14.23 to 14.28 (inclusive) shall apply as from the date of receipt by the **administrator** of the notification of the Public Procurement Termination Event; and

- 14.24.2** if there is any conflict or discrepancy between the provisions of Clauses 14.14 to 14.16 and these Clauses 14.23 to 14.28 or the Cessation Plan, the provisions of these Clauses 14.23 to 14.28 and the Cessation Plan shall prevail.
- 14.25 Termination on the Public Procurement Termination Grounds shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such termination on Public Procurement Termination Grounds, in respect of the period prior to such termination, save as otherwise expressly provided in Clauses 14.23 to 14.27 inclusive.
- 14.26 As from the date of receipt by the **administrator** of the notification of the termination on Public Procurement Termination Grounds, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the **trustee** shall reasonably determine an appropriate Cessation Plan with the object of achieving:
- 14.26.1** an orderly and efficient cessation or (at the **trustee's** election) a transition to the **trustee** or such other entity as the **trustee** may specify of the administration of the **trust**; and
- 14.26.2** minimal disruption or inconvenience to the **trustee** or to **members**,
in accordance with the provisions of these Clauses 14.23 to 14.27 (inclusive) and to take account of the circumstances of the Public Procurement Termination Grounds.
- 14.27 28.10 Upon agreement, or determination by the **trustee**, of the Cessation Plan the Parties will comply with their respective obligations under the Cessation Plan.
- 14.28 28.11 The **trustee** shall pay the **administrator's** reasonable costs in assisting the **trustee** in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or fees agreed as part of this agreement or as otherwise reasonably determined by the **trustee**, provided that the **trustee** shall not be liable to the **administrator** for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this agreement as a result of Public Procurement Termination Grounds.
- 14.29 For the avoidance of doubt, the provisions of this Clause 14.14 to 14.28 (and applicable definitions) shall survive any termination of the agreement following a Declaration of Ineffectiveness or termination on Public Procurement Termination Grounds.

15 Conflict of Interest

- 15.1 The **administrator** warrants that it does not and will not have at the date of this Agreement any interest in any matter where there is or is reasonably likely to be a conflict of interest with the administration of this **scheme** or any member of the **company** group, save to the extent fully disclosed to and approved by the **company**.

- 15.2 The **administrator** shall check for any conflict of interest at regular intervals throughout the term and in any event not less than once in every six months and shall notify the **company** in writing immediately upon becoming aware of any actual or potential conflict of interest with the administration of the **scheme** or any member of the **company** group and shall work with the **company** to do whatever is necessary (including the separation of staff working on, and data relating to, the administration of the **scheme** from the matter in question) to manage such conflict to the **company's** reasonable satisfaction, provided that, where the **company** is not so satisfied, it may terminate the agreement by written notice served on the other **parties**.

16 INSURANCE

- 16.1 The **administrator** will at its sole cost maintain (either directly or under a policy held by another member of the AXA PPP group) the following insurances:
- 16.1.1 employers' liability insurance
 - 16.1.2 public liability insurance to cover injury and loss to third parties; and
 - 16.1.3 professional indemnity insurance in the amount not less than £5,000,000 (five million pounds).

The **administrator** shall, on reasonable notice, provide the **trustee** with evidence of the insurance policies set out in this Clause 16.

17 GENERAL PROVISIONS

- 17.1 The **administrator**, the **company** and the **trustee** acknowledge that it is not their intention that any other party shall be entitled to enforce any term of this agreement which may confer a benefit upon that other party, whether any such entitlement would, but for this provision, arise under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 17.2 This agreement contains the entire agreement between the parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.
- 17.3 No variation of this agreement shall be valid unless agreed in writing by the parties.
- 17.4 No failure or delay by any **party** in exercising any of its rights under this agreement shall be deemed to be a waiver of that right, and no waiver by either party of a breach of any provision of this agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 17.5 The rights of each **party** under this agreement are cumulative and additional to any other right or remedy.
- 17.6 The **company** shall:

- 17.6.1 have and maintain in place throughout the term of this agreement adequate policies and procedures to ensure compliance with the Bribery Act 2010 and enforce them where appropriate;
 - 17.6.2 not do, nor omit to do anything, nor permit anything to be done by any other party, which is an offence or which may be deemed to be an offence under the Bribery Act 2010; and
 - 17.6.3 notify the **administrator** immediately upon becoming aware or upon becoming reasonably suspicious that any activity undertaken in connection with this agreement has contravened or may contravene the Bribery Act 2010.
- 17.7 The **administrator** shall not be liable to pay any **claim** or provide any benefit in connection with this **scheme** to the extent that the payment of such claim or provision of such benefit would, in the **administrator's** opinion, be likely to expose the **administrator** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, United Kingdom or United States of America.
- 17.8 The **administrator** reserves the right to immediately stop paying **claims** on the **scheme**, or cease providing a benefit in relation to any person if any **member** is, directly or indirectly, subject to any sanction, prohibition or restriction described in clause 17.7, including where relevant sanctions which apply against the **member's** country of residence. If the **company** is aware that a **member** is subject to any sanction, prohibition or restriction, the **company** must inform the **administrator** within seven (7) days of obtaining such information.
- 17.9 The **administrator** may exercise its rights under clause 17.8 even if that **member** has permission from a relevant authority to continue receiving the benefit under the **scheme**, or if that benefit is exempted from any prohibition or restriction.
- 17.10 The **company** acknowledges that the **AXA PPP group** adheres to certain principles and practices designed to prevent, detect and identify money laundering and counter terrorist financing.
- 17.11 Each party shall take such steps as necessary prior to the effective date and during the term of this agreement to prevent, detect and identify money laundering and terrorist financing in connection with this agreement which shall include, (but need not be limited to), the following components:
 - 17.11.1 maintaining an effective anti-money laundering and counter terrorist financing regime, including detection, prevention, identification and appropriate responses;
 - 17.11.2 maintaining an effective anti-money laundering and counter terrorist financing regime that complies with regulatory requirements, and applicable laws, including checking financial sanctions lists;
 - 17.11.3 operating a structure, procedures and mechanism for immediately reporting suspicious activity, to the extent permitted by law, through a

secure reporting mechanism to a representative of each party (as nominated by that party in writing to the other party from time to time).

- 17.12 If any provision of this agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the other provisions of this agreement and the remainder of the affected provision shall continue to be valid.
- 17.13 This agreement may be executed in more than one counterpart and shall come into force once each party has executed such a counterpart in identical form and exchanged it with the other **parties**.

18 Force Majeure

- 18.1 No **party** shall be in breach of its obligations under this agreement nor otherwise liable to any other **party** for delay in performance or non-performance hereunder where such delay or non-performance is caused by a **force majeure event**.
- 18.2 If any **party** is prevented, hindered or delayed from or in performing any of its obligations under this agreement by a **force majeure event** then:
- 18.2.1 that **party's** obligations under this agreement shall be suspended for as long as the **force majeure event** continues and to the extent that **party** is so prevented, hindered or delayed;
- 18.2.2 as soon as reasonably possible after commencement of the **force majeure event** that **party** shall notify the other **parties** in writing of the occurrence of the **force majeure event**, the date of commencement of the **force majeure event** and the effects of the **force majeure event** on its ability to perform its obligations under this agreement;
- 18.2.3 that **party** shall use all reasonable efforts to mitigate the effects of the **force majeure event** upon the performance of its obligations under this agreement;
- 18.2.4 as soon as reasonably possible after the cessation of the **force majeure event** that **party** shall notify the other **parties** in writing of the cessation of the **force majeure event** and shall resume performance of its obligation under this agreement;
- 18.2.5 if the **force majeure** event shall continue for more than 8 weeks days any **party** shall be entitled to terminate this agreement by giving to the other **parties** not less than 14 days prior notice of termination in writing.

19 NOTICES

- 19.1 A notice relating to this agreement will be validly given only if it is in writing and delivered personally or by courier, or sent by first class post (or air mail if overseas), recorded delivery, to the intended recipient at the address set out in this agreement or such other address as the **party** in question may specify by notice. A notice shall not be valid if sent by email.

- 19.2 In the absence of evidence of earlier receipt, a notice is deemed given:
- 19.2.1 if delivered personally or by courier, when left at the relevant address;
 - 19.2.2 if sent by post other than airmail, two **working days** after posting it;
 - 19.2.3 if sent by air mail, six **working days** after posting it.
- 19.3 If a notice is deemed under clause 19.2 to have been given on a day other than a business day that notice shall instead be deemed to be given on the next business day.
- 19.4 Each **party** shall immediately give notice to the other of a change in its address.
- 19.5 The address of each party for sending notices is:
- 19.5.1 for the **administrator**:
 - (i) Company Secretariat, AXA PPP healthcare Administration Services Limited, 5 Old Broad Street, London EC2N 1AD, fax number [REDACTED]
 - (ii) Sandra Hall, AXA PPP healthcare, International House, Forest Road, Tunbridge Wells TN2 5FE
 - 19.5.2 for the **company**:
 - (i) Janet Larby, Reward & Pensions, Human Resources, Transport for London, Floor 4, 55 Wing-over-Station, 55 Broadway, London, SW1H 0BD
 - (ii) Ryan Conroy, Professional Services, Commercial Services, Transport for London, Floor 1, 55 Broadway, London, SW1H 0BD
 - 19.5.3 for the **trustee**:
 - (i) Janet Larby, Reward & Pensions, Human Resources, Transport for London, Floor 4, 55 Wing-over-Station, 55 Broadway, London, SW1H 0BD
 - (ii) John Nettleton, Reward & Pensions, Human Resources, Transport for London, Floor 4, 55 Wing-over-Station, 55 Broadway, London, SW1H 0BD

20 GOVERNING LAW AND JURISDICTION

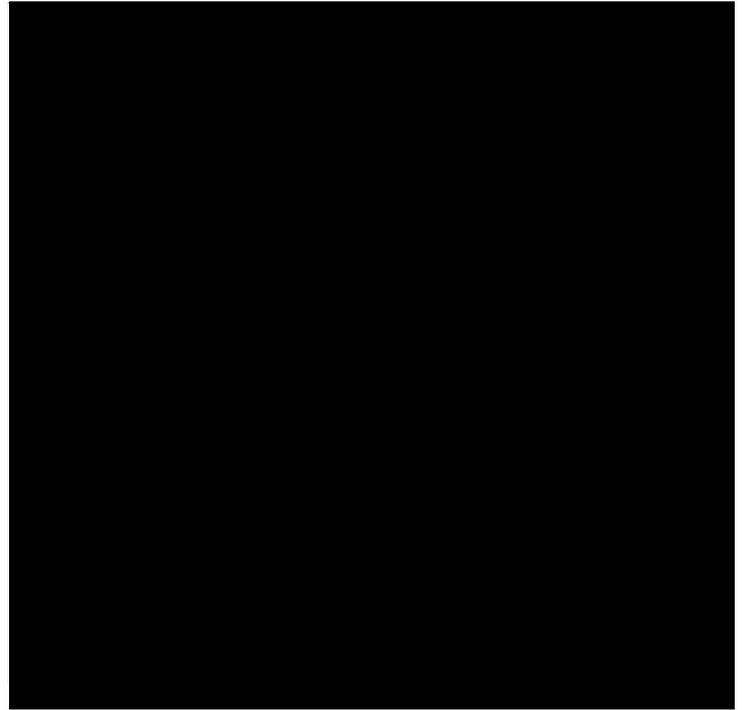
- 20.1 This agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England.
- 20.2 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS whereof this agreement has been entered into the day and year first above written.

SIGNED by
on behalf of **COMPANY**

SIGNED by
on behalf of **TRUSTEE**

SIGNED by
on behalf of **ADMINISTRATOR**



SCHEDULE 1
SLA, KPI and Escalation Procedure

Service Level Agreements

SLA Ref.	Service	Measure
1	Helpline Availability	<ul style="list-style-type: none"> Personal Advisory Team available Monday to Friday 8am to 8pm – Saturday 9am to 5pm
2	Helpline Accessibility	<ul style="list-style-type: none"> 80% of calls answered within 20 seconds 100% of call backs made within timescale promised to each individual (Promise Delivery System)
3	Membership Data Administration	<ul style="list-style-type: none"> 100% of membership database amendments made within 7 working days of receipt of monthly changes file 100% of general correspondence answered within 5 working days 100% document dispatch within 7 working days
4	Claim Payment	<ul style="list-style-type: none"> 95% of invoices to be assessed within 10 working days 90% of requests for further information made within 5 working days
5	Communication	<ul style="list-style-type: none"> 100% of written and electronic communication to be answered within 5 working days
6	Report of Membership Data	<ul style="list-style-type: none"> Provide a monthly report that captures data to prove completion of SLAs Provide an annual membership data report

7

Complaints

- 100% of complaints to be acknowledged by the administrator within 5 working days
- Except where data is required from a third party investigations into the complaint to be completed within 15 working days, with the results confirmed to the member. If the third party response causes a delay the member will be updated with a revised deadline within 10 working days.
- 100% of referrals to be sent to the Trustees within 5 working days of receipt of signed consent and statement from the member
- 100% of Trustee referral decisions to be confirmed to the members within 2 working days of receipt of the decision by the Trustees

Key Performance Indicators

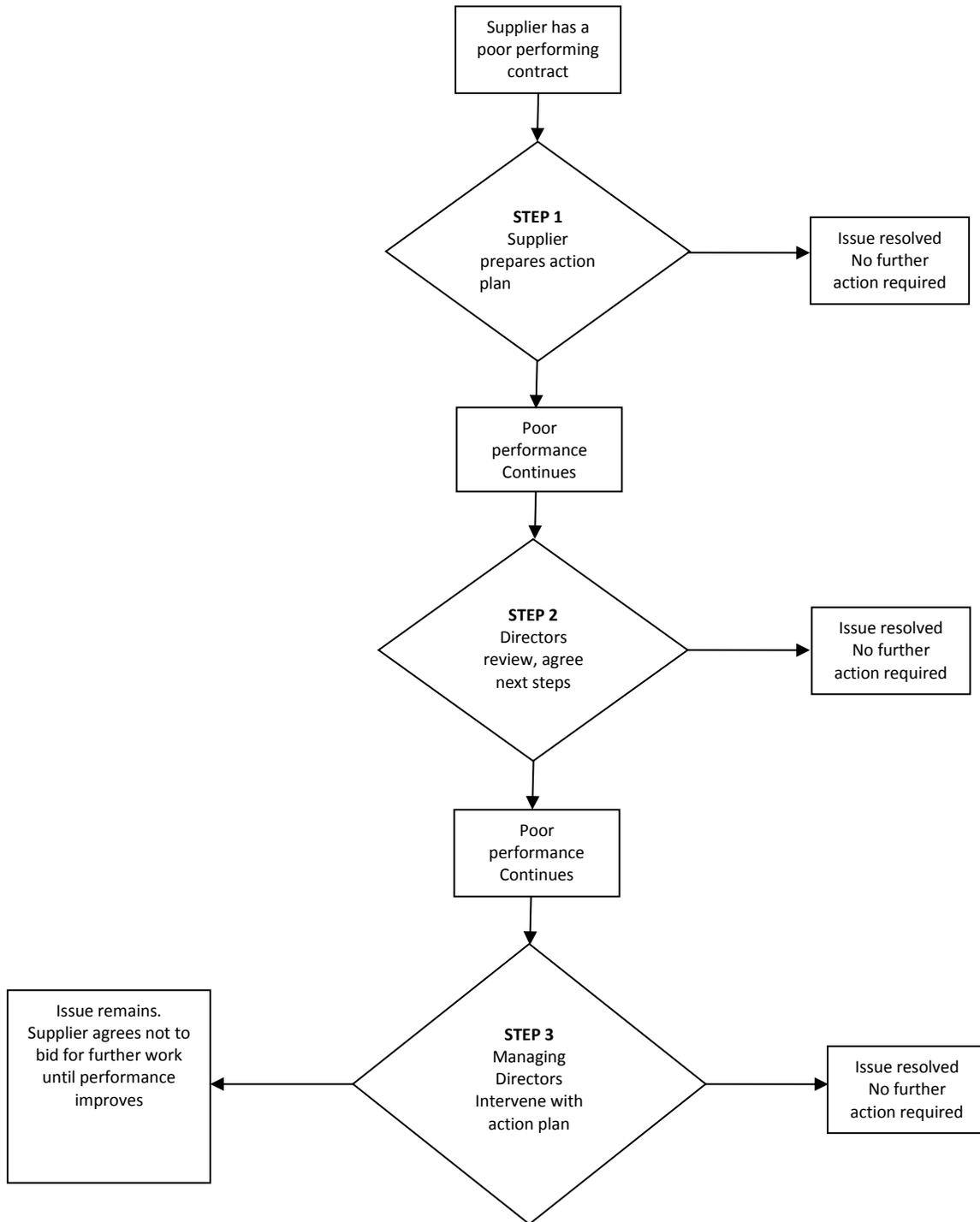
KPI Ref.	Title	Measure/Description	Frequency	Data Source	Red	Amber	Green
1	Helpline Availability	Data provided relating to SLA 1	Monthly	Supplier to provide data within their report	No helpline availability at the agreed times on 3 or more separate days within the measured period OR No Supplier Report	No helpline availability at the agreed times for a single day within the measured period	Complete helpline availability at the agreed times for the entire measured period
2	Helpline Accessibility	Data provided relating to SLA 2	Monthly	Supplier to provide data within their report	Less than 70% of calls answered within 20 seconds AND / OR Less than 90% of call backs made within promised timescale OR No Supplier Report	Less than 80% of calls answered within 20 seconds AND / OR Less than 100% of call backs made within promised timescale	80% or higher calls answered within 20 seconds AND 100% of call backs made within promised timescale
3	Membership Data Administration	Data provided relating to SLA 3	Monthly	Supplier to provide data within their report	Less than 90% of monthly membership database amendments made within 7 working days AND / OR Less than 90% of general correspondence answered within 5 working days AND / OR Less than 90% document dispatch within 7 working days OR No Supplier Report	Less than 100% of monthly membership database amendments made within 7 working days AND / OR Less than 100% of general correspondence answered within 5 working days AND / OR Less than 100% document dispatch within 7 working days	100% of monthly membership database amendments made within 7 working days AND 100% of general correspondence answered within 5 working days AND 100% document dispatch within 7

							working days
4	Claim Payment	Data provided relating to SLA 4	Monthly	Supplier to provide data within their report	Less than 85% of invoices to be assessed within 10 working days AND / OR Less than 80% of requests for further information made within 5 working days OR No Supplier Report	Less than 95% of invoices to be assessed within 10 working days AND / OR Less than 90% of requests for further information made within 5 working days	95% of invoices to be assessed within 10 working days AND 90% of requests for further information made within 5 working days
5	Communication	Data provided relating to SLA 5	Monthly	Supplier to provide data within their report	Less than 90% of written and electronic communication to be answered within 5 working days OR No Supplier Report	Less than 100% of written and electronic communication to be answered within 5 working days	100% of written and electronic communication to be answered within 5 working days
6	Report of Membership Data	Data provided relating to SLA 6: (NOTE: KPIs with missing data will be automatically scored RED and may only be amended if the correct and relevant data is provided by the Supplier while still within the offending measured period)	Monthly	Supplier to provide report	No Supplier Report for the entire measured period	Contractor provides a report that: Has incomplete/missing/inaccurate data on relevant KPIs for the measured period AND / OR Provides this report electronically to TfL after the agreed deadline date	Contractor provides a report that: Has accurate, complete, and up-to-date data on all relevant KPIs for the measured period AND Provides this report electronically to TfL either on or before the agreed deadline date
7	Complaints	Data provided relating to SLA 7	Monthly	Supplier to provide report	Less than 90% of complaints to be acknowledged by the administrator within 5 working days	Less than 100% of complaints to be acknowledged by the administrator within 5	100% of complaints to be acknowledged by the administrator within 5 working

					<p>AND / OR Investigations not completed within 20 working days with no third party involvement AND / OR Less than 90% of cases where third party data required updated within 20 working days AND / OR Less than 90% of referrals to be sent to the Trustees within 5 working days of receipt of signed consent and statement AND / OR Less than 90% of Trustee referral decisions to be confirmed to the members within 2 working days of receipt of the decision by the Trustees OR No Supplier Report</p>	<p>working days AND / OR Investigations into the complaint to be completed within 20 working days with no third party involvement, with the results confirmed to the member AND / OR Cases where third party data required to be updated within 15 working days AND / OR Less than 100% of referrals to be sent to the Trustees within 5 working days AND / OR Less than 100% of Trustee referral decisions to be confirmed to the members within 2 working days of receipt of the decision by the Trustees</p>	<p>days AND Investigations into the complaint to be completed within 15 working days with no third party involvement, with the results confirmed to the member AND Cases where third party data required to be updated within 10 working days AND 100% of referrals to be sent to the Trustees within 5 working days AND 100% of Trustee referral decisions to be confirmed to the members within 2 working days of receipt of the decision by the Trustees</p>
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If the Supplier receives a RED KPI during the contract, TfL may use the escalation process below to help resolve any issues.

Escalation Route for Poor Performance Flow Chart



Transport for London



Volume 2 The Specification

Private Medical Benefit Administrator

OJEU Reference : 2017/S 183-375215

TfL Reference Number: TfL 93799

Version: VFinal
Date: 26/01/2018

Transport for London

TfL Commercial
Professional Services Team
55 Broadway
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ORGANISATIONAL OVERVIEW

Transport for London (TfL)

TfL is the integrated body responsible for London's transport system. We manage London's buses, the Underground and Overground networks, Docklands Light Railway and Trams. TfL also operate Santander Cycles, London River Services, Victoria Coach Station, the Emirates Air Line and London Transport Museum.

In addition to controlling a 580km network of main roads and the city's 6,000 traffic lights, TfL also regulates London's taxis and private hire vehicles and manages the Congestion Charge scheme.

A comprehensive review of TfL is currently being undertaken to identify potential opportunities where costs could be reduced without affecting day-to-day transport services or the capital development programme.

Further background information can be found on the TfL website

<https://tfl.gov.uk/corporate/about-tfl/what-we-do>

Background

This document outlines information to enable you to formulate your tender responses for the provision and administration of TfL's Private Medical Benefits Scheme (the Scheme)

- We operate the Scheme as a Trust
- We require a three year contract (with a possible one year extension) for the provision and administration of the Scheme
- There are currently c6750 scheme members
- The contract is managed by TfL's Reward and Recognition Team, who are advised by Willis Towers Watson
- The current contract ends on 31 March 2018 and is being retendered in line with EU and UK regulations

Key objectives

- Cost management including cost reduction and / or mitigation of future increases to the cost of the Scheme
- A highly efficient administration capability with excellent standards of service delivery to both TfL and Scheme members
- The administration service must be live on 1 April 2018. This includes the enrolment of all members to the providers' claims administration system and distribution of communications to members detailing the new provider.

Requirements

TfL is amending the current Scheme and Benefit design from 1 April 2018.

Scheme Design

<p>The information contained in this document is highly confidential and must be treated accordingly. It should be used only for the purposes of providing the information requested and should not be distributed more widely than necessary to provide that quotation or illustration. In no circumstances should it be disclosed to third parties without our written consent.</p>		
Heading	Description	Remarks
Scheme name	Transport for London (TfL)	
Eligibility and subsidy	<p>Pay Bands 1-3 - single cover only Pay Bands 4+ and Business Managers - married cover, children and the employee's own cost</p> <p>Some legacy arrangement apply</p>	
Over Age Dependants	Can remain on cover until the renewal following their 21st birthday, or 25th if in full time education	
Continuation option	An individual continuation of cover option with no further medical underwriting being applied is preferred	
Payment basis	Trust fund paid quarterly	
Renewal date	01-Apr-18	
Current Provider	AXA PPP healthcare	
Current Scheme	Advance	
Current Hospital Cover	In network - usual & customary fee guidelines waived for outpatient treatment	<i>Mandatory open referral will apply from renewal</i>
Age / Claims Related	Claims related	
Funding	Trust	
Stop loss insurance	110% general stop loss and £50k specific stop loss	
Underwriting	Medical history disregarded	

Benefit limitation	Nil	<i>A benefit limitation of £100 per person per policy year will be introduced from renewal</i>
Co-Insurance	N/A	
Weightings	Single - 1 / 3.7 Couple - 2.2 / 9.95 Family - 2.84 / 10.58 Single parent - 1.62 / 4.33	
Health initiatives: company smoking policy	N/A	
Health initiatives: pre-employment medicals	N/A	
Health initiatives: regular medicals	N/A	
Health initiatives: EAP	Policy with AXA PPP healthcare	
Health initiatives: Other	N/A	
Location details	Nationwide	
Additional Information	A £100 benefit limitation will be implemented from 1 April 2018, along with mandatory open referral, a mandatory musculoskeletal pathway and an increase to the NHS cash benefits	

Benefit Design

Benefits	Existing design	New design
Inpatient and day patient treatment	Paid in full so long as the member uses as hospital or day patient unit listed in the Directory of Hospitals	As per the existing arrangement
Outpatient cover	£1,500 outpatient limit Commissioner only - full refund CT, MRI or PET scans - paid in full at a scanning centre, or hospital listed as a scanning centre, in the Directory of Hospitals	As per the existing arrangement
Physiotherapy treatment	10 sessions in 52 weeks for GP referred treatment or when claiming via the musculoskeletal pathway	As per the existing arrangement

Osteopathy / chiropractic / acupuncture / homeopathy treatment	Unlimited, within the outpatient limit	As per the existing arrangement
Cancer cover	<p>Active treatment of cancer will be covered. In the case of cancer drug treatments that are given for prolonged periods of time (for example Herceptin for some types of breast cancer), these are payable once per course of cancer treatment. By 'course of cancer treatment' the administrator means from diagnosis of a primary or secondary cancer (whichever occurs first) through to the final surgery, radiotherapy or chemotherapy for that primary or secondary cancer (whichever occurs last). These cancer drug treatments will be covered for a period of up to one year or the period of the licence whichever is the shorter. The time limit starts from when the member first started receiving that drug treatment funded by the administrator. These drugs will only be eligible for benefit when they are used within the terms of their licence.</p> <p>Chemotherapy for pain relief as well as radiotherapy will be covered.</p>	As per the existing arrangement
Mental health	<p>Inpatient - 28 days</p> <p>Day patient - no limit</p> <p>Outpatient - within £1,500 limit</p>	As per the existing arrangement
NHS cash benefit	£100 per night up to £3,500 per benefit year	£200 per night up to £3,500 per benefit year
Cancer cash benefit	£50 per night/day up to £5,000 per benefit year	£200 per night/day up to £5,000 per benefit year
Parent accommodation	<p>Hospital accommodation - paid in full for one parent to accompany a child</p> <p>Hotel accommodation - up to £100 a night up to £500 per benefit year</p>	As per the existing arrangement
Ambulance transport	Paid in full	As per the existing arrangement
Home nursing	Paid in full	As per the existing arrangement
Emergency overseas treatment	Excluded	As per the existing arrangement

Private and Confidential Musculoskeletal pathway	Included - voluntary	Mandatory
Mental health pathway	Included - voluntary	As per the existing arrangement
24/7 helpline	Included	As per the existing arrangement

General Requirements

The administrator must:

- Meet the requirements outlined in this specification
- Be a provider who is regulated and authorised by the UK Financial Conduct Authority (FCA) and Prudential Authority (PRA)
- Provide rates for all levels of cover (single, couple, family and single parent) including rates for members over 65 should the rates be different
- Ensure the benefit design is as outlined and specifically, the new benefit design to be implemented from 1 April 2018
- Provide complete transparency in relation to its income derived from the TfL account

The Services

The administrator must:

- Administer the Scheme on behalf of TfL
- Operate a claims helpline to administer member's claims in accordance with the plan benefits.
- Administer members eligible treatment costs
- Manage the complaints procedure and promptly escalate any perceived issues to TfL Reward
- Enable the secure electronic transfer of member data
- Provide monthly fund statements to TfL Reward
- Attend meetings as required by TfL. These include, but are not limited to:

Meeting	Frequency
Pre-renewal update	Annually (December)
Renewal updates	Annually (January)

Service and claims performance review	Quarterly or as and when required.
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- Provide timely management information reporting to TfL
- Provide appropriate member communications with details of policy benefits and claim procedures, which will be subject to approval by the TfL Reward team. The scheme booklet must be made available as an electronic version. Other member communications must be posted to members at their home address.
- Prepare membership communications that are bespoke to TfL's benefit plan and design. It is TfL's preference that they incorporate TfL branding where appropriate.
- Maintain an excellent customer service experience for all members at all times

Contract Management

The administrator must:

- Provide a monthly report, which includes updates on all SLAs for that period. This will be used to complete the suppliers KPIs.

SCHEDULE 3
(administrator's fees)

- 1** The **administrator** shall on completion of the agreement be entitled to receive from the **company** fees in consideration of administering the **scheme**, (including management of the **scheme**, **claims** processing and benefits payment). Such fees shall be calculated by multiplying the number of members at the beginning of the **scheme** year by [REDACTED] (inclusive of VAT), payable annually in advance at the commencement of such 12 month period. The beginning of each **scheme** year is 01 April.
- 2** The fee shall remain at this rate for the entire duration of the contract (the periods 01 April 2018 to 31 March 2021 inclusive) and contract extension (the period 01 April 2021 to 31 March 2022 inclusive), in consideration of the **company** undertaking to continue this agreement for a total contract length of three calendar years, or four calendar years if the **company** opts to instigate contract extension.
- 3** If the **administrator** finds it expedient or necessary or is requested by the **trustee** or the **company** to undertake duties which in the reasonable opinion of the **administrator** are of an exceptional nature or otherwise outside the scope of the **administrator**'s normal duties under this agreement, the **administrator** shall be entitled to receive from the **company** additional fees of an amount agreed between the **administrator** and the **company**.