

Bupa Terms of Business Agreement and Intermediary Commission Policy

General Business – January 2026



Commission Policy for Intermediaries

This document forms Bupa's Terms of Business Agreement and Intermediary Commission Policy ("Agreement and Commission Policy") for the Bupa Health Clinics Business. Please read this document together with the Bupa Health Clinics General Business Commission document, as they collectively govern the relationship between Bupa Health Clinics and intermediaries.

Bupa is committed to placing customers and market integrity at the forefront of its operations. This policy outlines the principles, requirements, and arrangements for intermediaries, including how commission is paid and the standards expected in all business dealings.

Key Principles for Intermediaries

- Bupa products must be sold and administered clearly and transparently by intermediaries who prioritise customer interests.
- Intermediaries must be professionally managed and reputable.
- Fair treatment of customers and positive outcomes must be embedded in intermediary culture, procedures, and standards.
- Bupa products should deliver value for money, be easily understood, and meet reasonable customer expectations.
- Personal and special category data must be appropriately protected and processed.

Intermediaries must be financially secure and aligned with Bupa's values.

Definitions

Term	Definition
Affinity Client	A company, partnership, or organisation marketing Bupa products to a defined group, recognised by Bupa as an affinity client.
Bupa / Bupa Health Clinics	Bupa Occupational Health Limited (company number 00631336).
Commission	Any form of remuneration or benefit offered or given by Bupa to an intermediary related to business under these products.
Customer	Any individual under a scheme or affinity scheme.
Group Scheme	As described in the Bupa Health Clinics General Business Commission document.
New Business	Purchase of products by a new customer or group, not currently a Bupa Health Clinics' Customer.
Renewal Business	Renewal of scheme by existing Customers or groups through the intermediary.

Scope and Purpose

- This Agreement and Commission Policy, together with the Bupa Health Clinics General Business Commission document, sets out the basis for transacting business with Bupa Health Clinics.
- By conducting business after receiving these documents, intermediaries agree to these terms.
- Intermediaries act as agents for their customers in all aspects of Bupa Health Clinics products.
- No authority is granted to amend terms, or alter documents without Bupa Health Clinics' written consent.

Intermediaries must be authorised by the relevant financial services regulator (FCA/PRA) to be remunerated when selling Bupa Health Clinics Products.

Eligibility and Entitlement to Commission

1. Commission is payable only under specific circumstances, as set out in the Bupa Health Clinics General Business Commission document.
2. Eligibility covers:
 - a) New Business for Group Schemes (sole agency for the purchaser).
 - b) New Business for Affinity Schemes (sole agency for the Affinity Client).
 - c) Renewal Business for existing Customers/groups, with appointment confirmed by letter.
3. Commission is conditional upon full receipt of the relevant payment.
4. Bupa Health Clinics may offer benefits other than commission only in compliance with applicable law.

Commission Rates

- New Business initial and renewal commission rates paid at a set amount unless otherwise agreed. Please refer to the Bupa Health Clinics General Business Commission document for specific amount, by product.
- Transferring Business: Where a scheme was initially set up on a direct basis, no commission is paid.

Payment of Commission

Product Type	Settlement Date
Health Assessments	Paid monthly, in the third week of the following month (after product utilised).
EAP	Paid in the third week of the following month after entitlement arises.
Primary care products	Paid in the third week of the following month (after product utilised).

Commission is paid by bank transfer, subject to deductions required by law. Minimum payment thresholds and settlement details are also specified.

Commission Adjustments

- If pricing is reduced, commission is recalculated accordingly.

Termination

1. Bupa Health Clinics may terminate this agreement at any time with 30 days' notice or with immediate effect for breach of obligations or regulatory issues.
2. After termination, commission is only due for business prior to the termination date.
3. If no commission is earned for 12 months, the agreement is deemed terminated.

Termination does not affect accrued rights or remedies.

Intermediary Responsibilities

- Intermediaries are not agents of Bupa Health Clinics and must not bind Bupa Health Clinics or act on its behalf without written consent.
- Invoices must be paid directly to Bupa Health Clinics.
- Any charges to Customers must be governed by separate contracts and disclosed in writing.

Bupa Health Clinics reserves the right to amend policy terms with 30 days' written notice.

Compliance, Fairness, and Consumer Duty

- Intermediaries must comply with all legal and regulatory requirements, including any FCA Rules and Consumer Duty obligations.
- Disclosure of commission and remuneration must be made to Customers as required by law and regulation.
- Business must be conducted in a manner that is clear, fair, and not misleading, with conflicts of interest managed effectively.
- Intermediaries must have in place effective complaint handling procedures, and Bupa Health Clinics must be notified of any Customer disputes or lawsuits.

Financial Crime Prevention

- Intermediaries are responsible for compliance with anti-money laundering, anti-bribery, and anti-tax evasion legislation.
- Systems and controls must be established to manage financial crime risks, and any breaches or investigations must be reported to Bupa Health Clinics.

Bupa Health Clinics reserves the right to terminate the agreement immediately for suspected fraud, dishonesty, or breach of financial crime obligations.

Data Protection

- Both parties must comply with UK GDPR, Data Protection Act 2018, and all relevant data protection laws.
- Customer data must be accurate, up-to-date, and shared only with appropriate consents.
- Any data breaches must be reported to Bupa Health Clinics within 48 hours.

Intermediaries are responsible for the security of online portal credentials and must ensure users comply with security requirements.

Professional Indemnity Insurance

- Intermediaries must maintain professional indemnity insurance in line with any FCA minimum requirements throughout the agreement term.

Audits and Access to Records

- Accurate transaction records must be maintained and provided to Bupa Health Clinics on request for compliance monitoring and audit purposes.
- Invoices must be paid directly to Bupa Health Clinics.
- Any charges to Customers must be governed by separate contracts and disclosed in writing.

Bupa Health Clinics reserves the right to amend policy terms with 30 days' written notice.

Indemnity

Intermediaries must indemnify Bupa Health Clinics for any losses, costs, claims, or damages arising from breach of the agreement, negligence, wilful default, or fraud.

Licence to Use Bupa Logo

- Bupa grants a non-exclusive, revocable licence to use its logo on intermediary websites, subject to Bupa's written approval on a case-by-case basis and the intermediary's compliance with Bupa marketing guidelines.
- The logo must not imply Bupa endorsement or create misleading impressions.

Bupa reserves the right to terminate the licence on seven days' notice.

General Provisions

- This Agreement supersedes previous commission arrangements.
- Variations are valid only if agreed in writing.
- English law applies, with exclusive jurisdiction of the English courts.
- Bupa Health Clinics' liability is limited to the amount of commission payable within a 12-month period, except for death, personal injury, or fraud.

Contact Information

Bupa Occupational Health Limited.

Registered in England and Wales (No. 00631336).

Registered office: 1 Angel Court, London EC2R 7HJ.

Bupa Privacy Notice: <https://www.bupa.co.uk/legal-notices/privacy-and-cookies>.