

# A guide to your Bupa Malta Private Clinic Plan

LifeStar



## Membership Guide

This booklet explains the terms and conditions of the **Bupa Malta** Private Clinic Plan. Detailed information such as making a claim and moving country can be found in this booklet.

From 1 June 2021

[bupa.com.mt](http://bupa.com.mt)



# Welcome

Within this membership guide, **you'll** find it easy to understand information about **your** plan.

This includes:

- o guidance on what to do when **you** need **treatment**
- o simple steps to understanding the claims process
- o a 'Table of Benefits' and list of 'Exclusions' which outline what is and isn't covered along with any benefit limits that might apply
- o a 'Glossary' to help understand the meaning of some of the terms used

This membership guide must be read alongside **your** membership certificate and **your** application for cover, as together they set out the terms and conditions of **your** membership and form **your** plan documentation. To make the most of **your** plan, please read the 'Table of Benefits', 'Exclusions' and '**Your** Membership' sections carefully to get a full understanding of **your** cover.

Please keep **your** membership guide in a safe place. If **you** need another copy, **you** can call **us**, or view and print it online at: [bupa.com.mt](http://bupa.com.mt)

## **Bold words**

Words in bold have particular meanings in this membership guide. Please check their definition in the Glossary before **you** read on. **You** will find the Glossary in the back of this membership guide.

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# Contact us

## Open 24 hours a day, 365 days a year

You can call **us** at any time of the day or night for advice, support and assistance by people who understand **your** situation.

### Emergency line +356 79 342 342

You can call us any time, 24 hours a day, 365 days a year:

- **we** are ready to help
- **we** can check **your** cover and pre-authorise **treatment**

**We** believe that every person and situation is different and focus on finding answers and solutions that work specifically for **you**. **Our** assistance team will handle **your** case from start to finish, so **you** always talk to someone who knows what is happening.

### General enquiries +356 21 342 342

**Your Bupa Malta** customer services helpline:

- **you** can check cover and pre-authorise **in-patient** and **day-case treatment**
- membership and payment queries
- claims information

Email: [bupa@lifestarinsurance.com](mailto:bupa@lifestarinsurance.com)  
Web: [bupa.com.mt](http://bupa.com.mt)

Please note that **we** cannot guarantee the security of email as a method of communication. Some companies, employers and/or countries do monitor email traffic, so please bear this in mind when sending **us** confidential information.

**Your** calls may be recorded or monitored.

### Correspondence

Any correspondence, including **your** claims, should be sent to the following address:

**Bupa Malta, LifeStar Health Limited**  
Testaferrata Street  
Ta'Xbiex, XBX 1403  
Malta

**LifeStar Health Limited** is a registered agent for Bupa Global Designated Activity Company and is regulated by the Malta Financial Services Authority.

### Easier to read information

#### Braille, large print or audio

**We** want to make sure that members with special needs are not excluded in any way. **We** also offer a choice of Braille, large print or audio for **our** letters and literature. Please let **us** know which **you** would prefer.

### Making a complaint

**We're** always pleased to hear about aspects of **your** plan that **you** have particularly appreciated, or that **you** have had problems with.

If something does go wrong, this membership guide outlines a simple procedure to ensure **your** concerns are dealt with as quickly and effectively as possible. Please see the 'Making a Complaint' section for more details.

If you have any comments or complaints, you can call the Bupa Malta customer helpline on +356 21 342 342.

Alternatively, **you** can email via [bupa@lifestarinsurance.com](mailto:bupa@lifestarinsurance.com) or write to **us**.

# Pre-authorisation

## Please remember to pre-authorise your treatment

**CALL: +356 21 342 342**

If **you** know that **you** may need **treatment**, please contact **us** first. This gives **us** the chance to check **your** cover, and to make sure that **we** can give **you our** guidance.

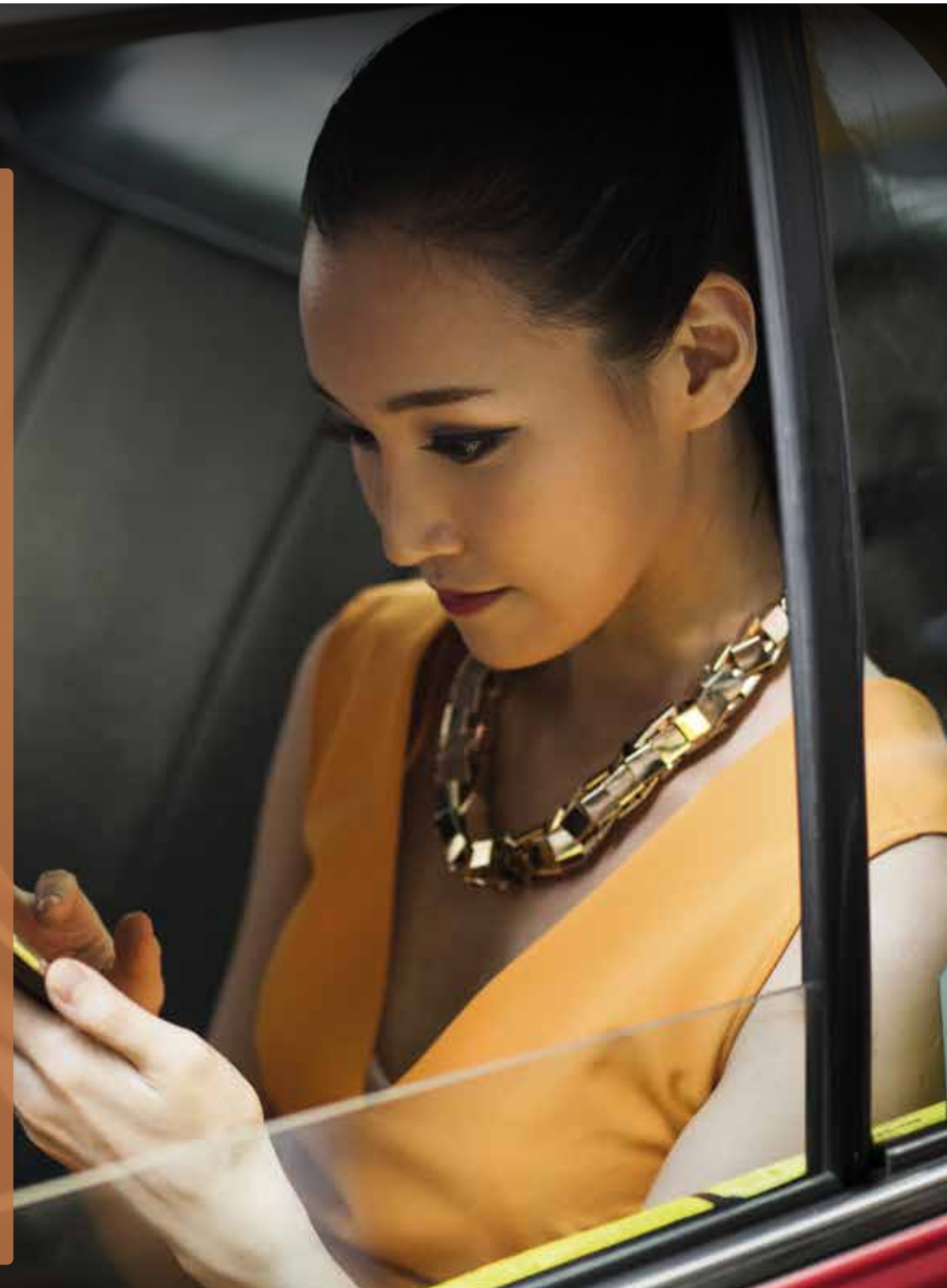
When **you** contact **us** please have **your** membership number ready. **We** will ask some or all of the following questions:

- what condition are **you** suffering from?
- when did **your** symptoms first begin?
- when did **you** first see **your** family doctor about them?
- what **treatment** has been recommended?
- on what date will **you** receive the **treatment**?
- what is the name of **your** consultant?
- where will **your** proposed **treatment** take place?
- how long will **you** need to stay in **hospital**?

If **we** pre-authorise **your treatment**, this means that **we** will pay up to the limits of **your** plan, provided that all the following requirements are met:

- the **treatment** is eligible **treatment** that is covered by **your** plan,
- **you** have an active membership at the time that **treatment** takes place,
- **your** subscriptions are paid up to date,
- the **treatment** carried out matches the **treatment** authorised,
- **you** have provided a full disclosure of the condition and **treatment** required,
- **you** have enough benefit entitlement to cover the cost of the **treatment**,
- **your** condition is not a **pre-existing condition**,
- the **treatment** is medically necessary, and
- the **treatment** takes place within 31 days after pre-authorisation is given.

This is a summary, please refer to the 'Pre-authorisation' section of this membership guide, and membership certificate for full details on how to claim.



# How to claim

If **you** need assistance with a claim call **us** on **+356 21 342 342**  
or go online at **bupa.com.mt/contact**  
or email **us** on **bupa@lifestarinsurance.com**

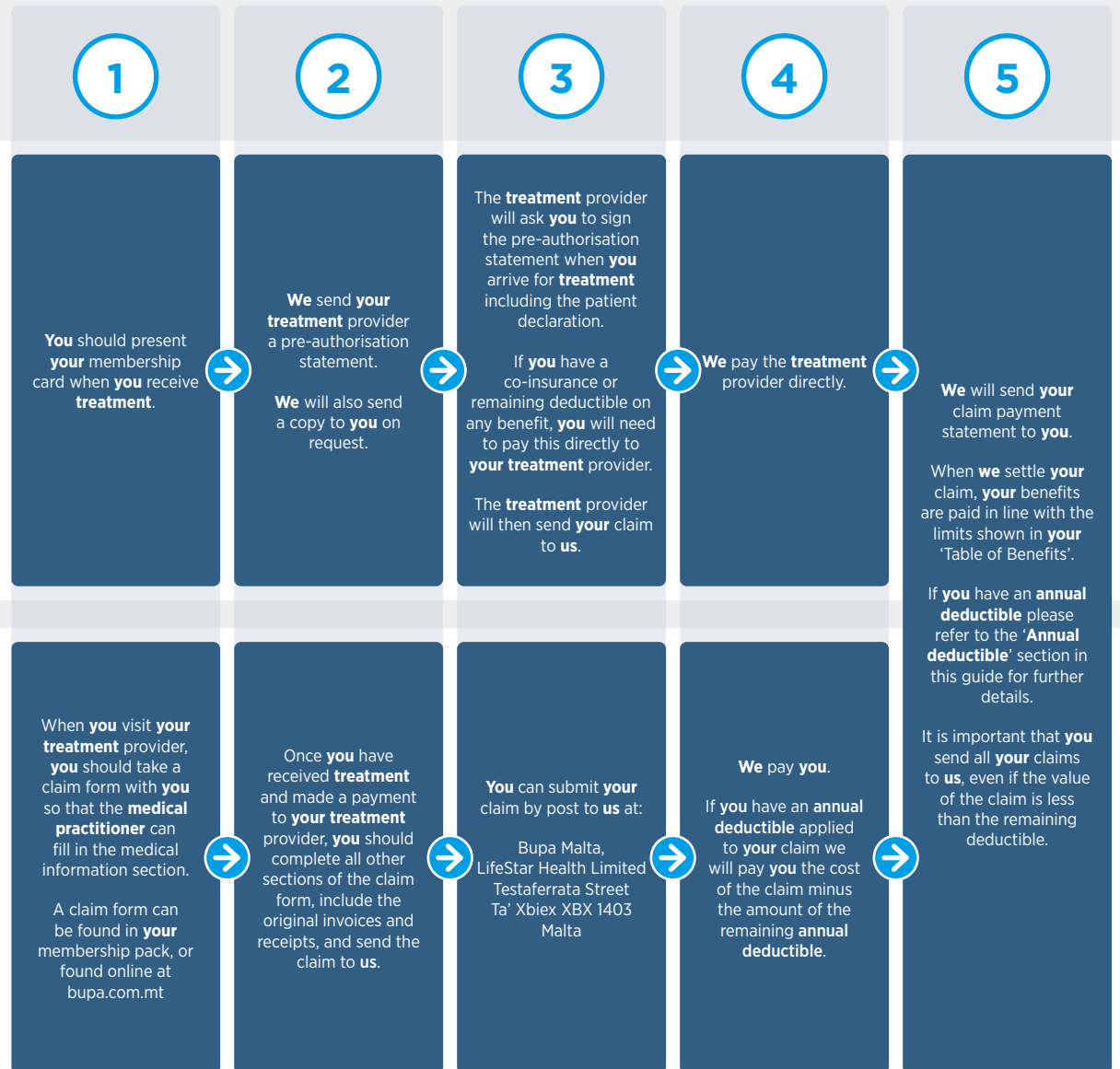
Whether **you** choose direct payment or 'pay and claim' **we** provide a quick and easy claims process. **We** aim to arrange direct settlement wherever possible, but it has to be with the **agreement** of whoever is providing the **treatment**. In general, direct settlement can only be arranged for **in-patient treatment** or **day-case treatment**. Direct settlement is easier for **us** to arrange if **you** pre-authorise **your treatment** first, or if **you** use a participating **hospital** or **healthcare facility**.

## Direct Settlement

Direct settlement is where the provider of **your treatment** claims directly from **us**, making things easier for **you**.

## Pay and Claim

The alternative is for **you** to pay and then claim back the costs from **us**.



# Things you need to know about your Private Clinic plan

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## About your Membership

This booklet forms part of **your**, the **principal member's** contract with **us**, along with **your** application form and **your** membership certificate.

This is an annual contract.

### Applying and increasing your level of cover

To be covered under one of **our** plans, **you** need to be habitually resident and actually living in Malta for more than six months per year of cover and under the age of 65.

### The agreement between you and us

As a member of the Private Clinic plan, **you**, the **principal member** have formed an **agreement** with **Bupa Malta** about **your** cover. Only **you**, the **principal member** and **Bupa Malta** have legal rights under this **agreement**.

This means that only **you**, the **principal member** and no other party may enforce the terms of this **agreement**. **We** will of course allow anyone who is covered under **your**, the **principal member's** membership complete access to **our** complaints and dispute resolution process.

The following must be read together as they set out the terms and conditions of **your** membership:

- **your**, the **principal member's** application for cover: this includes any quote request, applications for cover for **you** and **your dependants** (if any) and the declarations that **you**, the **principal member** made during the application process
- **your** rules and benefits in this Membership Guide
- **your** membership certificate

The full name of **your** insurer is shown on **your** membership certificate.

### When your cover starts

The start date of **your** membership is the 'effective from' date shown on **your** membership certificate.

### If you move to a new country or change your specified country of nationality

**You**, the **principal member**, must tell **us** straight away if **your specified country of residence** or **your specified country of nationality** changes. **Your** new country may have different regulations about health insurance. **You**, the **principal member**, need to tell **us** of any change so that **we** can make sure that **you** have the right cover.

## How to use your plan

### Step 1: Where to get treatment

As long as it is covered by **your** plan, **you** can have **your treatment** at any recognised **hospital** or clinic. If **you** don't know where to go, please contact **our** customer service team for help and advice.

### Participating hospitals

To help **you** find a facility quickly and easy, visit [bupa.com.mt/how-does-it-work](http://bupa.com.mt/how-does-it-work).

### Step 2: Contact us

If **you** know that **you** may need **treatment**, please contact **us** first. This gives **us** the chance to check **your** cover, and to make sure that **we** can give **you** the support of **our** knowledge and **our** experience.

### Step 3: Making a claim

Please read the 'Making a claim' section for full details of how to claim. Here are some guidelines and useful things to remember.

### What to send

**We** must receive a fully completed claim form and the invoices and receipts for **your treatment**, within 2 years of the **treatment** date.

If this is not possible, please write to **us** with the details and **we** will see if an exception can be made.

### Your claim

**You** must ensure that **your** claim form is fully completed by **you** and by **your medical practitioner**. The claim form is important because it gives **us** all the information that **we** need. Contacting **you** or **your medical practitioner** for more information can take time, and an incomplete claim form is the most common reason for delayed payments.

**You** can download a claim form from **our** website, or contact **us** to send **you** one.

### How we make payments

Wherever possible, **we** will follow the instructions given to **us**:

- **we** can pay **you** or the **hospital** by bank transfer

To carry out electronic transfers, **we** need to know the full bank name, address, SWIFT code and (in Europe only) the IBAN number of **your** bank account. **You** can give **us** this information on the direct credit form.

### Tracking your claim

**We** will process **your** claim as quickly as possible. **You** can easily check the progress of a claim **you** have made by contacting **our** customer services team.

### Confirmation of your claim

When **your** claim has been assessed and paid, **we** will send a statement to **you** to confirm when and how it was paid.

# What is covered?

Please read this important information about the kind of costs that **we** cover.

## Treatment that we cover

For **us** to cover any **treatment** that **you** receive, it must satisfy all of the following requirements:

- it is at least consistent with generally accepted standards of medical practice in the country in which **treatment** is being received
- it is clinically appropriate in terms of type, duration, location and frequency, and
- it is covered under the terms and conditions of the plan

**We** will not pay for **treatment** which in **our** reasonable opinion is inappropriate based on established clinical and medical practice, and **we** are entitled to conduct a review of **your treatment**, when it is reasonable for **us** to do so.

## Active treatment

This plan covers **you** for the costs of **active treatment** only. By this **we** mean **treatment** of a disease, illness or injury that leads to **your** recovery, conservation of **your** condition or to restore **you** to **your** previous state of health as quickly as possible.

## Our approach to costs

When **you** are in need of a **treatment** provider, **our** dedicated team can help **you** find a **recognised medical practitioner, hospital or healthcare facility** within **network**. Alternatively, **you** can view a summary of **treatment** providers on [bupa.com.mt/how-does-it-work](http://bupa.com.mt/how-does-it-work). Where **you** choose to have **your treatment** and services with a **treatment** provider in **network**, **we** will cover all eligible costs of any covered benefits, once any applicable co-insurance or deductible amount which **you** are responsible to pay has been deducted from the total claimed amount.

Should **you** choose to have covered benefits with a **treatment** provider who is not part of **network**, **we** will only cover costs that are **Reasonable and Customary**. This means that the costs charged by the **treatment** provider must be no more than they would normally charge, and be similar to other **treatment** providers providing comparable health

outcomes in the same geographical region. These may be determined by **our** experience of usual, and most common, charges in that region. Government or official medical bodies will sometimes publish guidelines for fees and medical practice (including established **treatment** plans, which outline the most appropriate course of care for a specific condition, operation or procedure). In such cases, or where published insurance industry standards exist, **we** may refer to these global guidelines when assessing and paying claims. Charges in excess of published guidelines or **Reasonable and Customary** made by an 'out-of-**network**' **treatment** provider will not be paid.

This means that, should **you** choose to receive covered benefits from an 'out-of-**network**' **treatment** provider:

- **you** will be responsible for paying any amount over and above the amount which **we** reasonably determine to be **Reasonable and Customary** – this will be payable by **you** directly to **your** chosen 'out-of-**network**' **treatment** provider;
- **we** cannot control what amount **your** chosen 'out-of-**network**' **treatment** provider will seek to charge **you** directly.

There may be times when it is not possible for **you** to be treated at a **treatment** provider in **network**, for example, if **you** are taken to an 'out-of-**network**' **treatment** provider in an **emergency**. If this happens, **we** will cover eligible costs of any covered benefits (after any applicable co-insurance or deductible has been deducted).

If **you** are taken to an 'out-of-**network**' **treatment** provider in an **emergency**, it is important that **you**, or the **treatment** provider, contact **us** within 48 hours of **your** admission, or as soon as reasonably possible in the circumstances. If it is the best thing for **you**, **we** may arrange for **you** to be moved to a **treatment** provider in **network** to continue **your treatment** once **you** are stable. Should **you** decline to transfer to a **treatment** provider in **network** only the **Reasonable and Customary** costs of any covered benefits received following the date of the transfer being offered will be paid (after any applicable co-insurance or deductible has been deducted).

Additional rules may apply in respect of covered benefits received from an 'out-of-**network**' benefits provider in certain countries.

## Table of benefits

The table of benefits shows the benefits, limits and the detailed rules that apply to **your** plan. **You** also need to read the 'What is not covered?' section so that **you** understand the exclusions on **your** plan.

## Benefit limits

There are two kinds of benefit limits shown in this table. The 'overall annual maximum' is the maximum **we** will pay for all benefits in total for each person, each **membership year**. All benefits also have a limit applied to them separately; for example home nursing.

All benefit limits apply per member. If a benefit limit also applies per **membership year**, this means that once a benefit limit has been reached, that benefit will no longer be available until **you**, the **principal member** renew **your** plan and start a new **membership year**.

If a benefit limit applies for the whole of **your** membership, once this benefit limit has been reached, no further benefits will be paid, regardless of the renewal of **your** plan.

## Currencies

All the benefit limits in the 'Table of benefits' and notes are set out in EUR currency.

If **you** are unsure which level of cover **you** have, or whether **you**, the **principal member** have an **annual deductible**, **you** can either check on **your** membership certificate, or contact the customer services helpline.

# Summary of Benefits

	Level
<b>Overall annual maximum</b>	
Overall maximum benefit per person each <b>membership year</b>	●
<b>Out-patient treatment (All fees charged must be reasonable and customary).</b>	
<b>Consultants'</b> fees, pathology, radiology, <b>diagnostic tests</b> and <b>treatment</b> by <b>therapists, complementary medicine practitioners</b> and <b>qualified nurses</b>	●
<b>Mini Minor procedures</b> performed by a <b>family doctor</b> under local anaesthetic	●
Costs for <b>treatment</b> by a <b>family doctor</b>	●
<b>In-patient and day-case treatment (All fees charged must be reasonable and customary).</b>	
<b>Hospital</b> accommodation, nursing care and surgical dressings	●
<b>Surgical operations</b> , including pre- and post-operative care	●
Physicians' fees	●
Theatre charges and <b>intensive care</b>	●
Pathology, X-rays, <b>diagnostic tests</b> and therapies	●
Prosthetic implants and <b>appliances</b>	●
Parent accommodation	●
<b>Other benefits (All fees charged must be reasonable and customary).</b>	
Advanced imaging	●
Cancer <b>treatment</b>	●
Home nursing after <b>in-patient treatment</b>	●
Local road ambulance	●
In-patient cash benefit in a state <b>hospital</b>	●
<b>Optional Extra Benefits (if purchased)</b>	
Prosthetic and medical devices	●
Speech therapy	●
Complementary medical <b>treatment</b>	●
Cervical cancer screening	●
Routine mammography	●
Prostate specific antigen	●
Dental check-up	●



# Summary of Exclusions

	Level
Ageing, menopause and puberty	●
Artificial life maintenance	●
Birth control	●
Chronic conditions	●
Conflict and disaster	●
Congenital conditions	●
Convalescence and admission for general care	●
Cosmetic <b>treatment</b>	●
Deafness	●
Dental Option	●
Dental <b>treatment</b> /gum disease	●
Desensitisation and neutralisation	●
Developmental problems	●
Dialysis	●
Donor organs	●
Drugs and dressings for out-patient or take-home use	●
<b>Epidemics and pandemics</b>	●
Experimental <b>treatment</b>	●
Eyesight	●
Footcare	●
Genetic testing	●
HIV/AIDS	●
HRT and Bone Densitometry	●
Harmful or hazardous use of alcohol, drugs and/or medicines	●
Health hydros, nature cure clinics etc.	●
Hereditary conditions	●
Infertility <b>treatment</b>	●
Obesity	●
<b>Persistent vegetative state</b> (PVS) and neurological damage	●
Personality disorders	●
Physical aids and devices	●
<b>Pre-existing conditions</b>	●
Pregnancy and childbirth	●
Preventive and wellness <b>treatment</b>	●
Reconstructive or remedial surgery	●
Self-inflicted injuries	●
Sexual problems/gender issues	●
Sexually transmitted diseases	●
Sleep disorders	●
Speech disorders	●
Stem cells	●
Surrogate parenting	●
Travel costs for <b>treatment</b>	●
<b>Unrecognised medical practitioner, hospital or healthcare facility</b>	●

This is a summary of **your** plan. Please read the table of benefits and exclusions on the following pages for detailed rules and benefit limits.

# Table of Benefits

The table of benefits shows the benefits, limits and the detailed rules that apply to **your** plan. **You** also need to read the 'What is not covered?' section so that **you** understand the exclusions on **your** plan which these benefits are subject to.

## Overall annual maximum

Benefits	Level	Explanation of benefits
Overall maximum benefit per person each <b>membership year</b>	EUR 175,000  For costs locally in Malta for <b>treatment</b> provided by recognised <b>medical practitioners, hospitals</b> or healthcare facilities.	

## Out-patient treatment (All fees charged must be reasonable and customary).

Benefits	Level	Explanation of benefits
<p><b>Consultants' fees, pathology, radiology, diagnostic tests and treatment by therapists, complementary medicine practitioners and qualified nurses</b></p>	<p>Up to €250 each membership year</p>	<p><b>Consultants' fees for consultations</b></p> <p>This normally means a meeting with a <b>consultant</b> to assess <b>your</b> condition.</p> <p>Such meetings may take place in the specialist's or doctor's office.</p> <p>After 2 years as a customer on this plan <b>we</b> will pay for psychiatric consultations carried out as <b>out-patient treatment</b>.</p> <p><b>Pathology, radiology and diagnostic tests</b></p> <p><b>We</b> pay for:</p> <ul style="list-style-type: none"> <li>○ pathology, such as checking blood and urine samples for specific abnormalities,</li> <li>○ radiology, such as X-rays, and</li> <li>○ <b>diagnostic tests</b>, such as electro-cardiograms (ECGs)</li> </ul> <p>when recommended by <b>your consultant</b> or <b>family doctor</b> to help determine or assess <b>your</b> condition.</p> <p><b>Therapists, complementary medicine practitioners and qualified nurses</b></p> <p><b>We</b> pay for nursing charges for general nursing care, for example injections or wound dressings by a <b>qualified nurse</b> and consultations and <b>treatment</b> with <b>therapists</b> and <b>complementary medicine practitioners</b> when they are appropriately qualified and registered to practice in the country where <b>treatment</b> is received and when recommended by <b>your consultant</b> or <b>family doctor</b> to help <b>you</b> treat <b>your</b> condition.</p> <p>This includes the cost of both the consultation and <b>treatment</b>, including any complementary medicine administered as part of <b>your treatment</b>.</p> <p>Should any complementary medicines or <b>treatments</b> be supplied or carried out on a separate date to a consultation, these costs will be considered as a separate visit.</p> <p>Note: <b>we</b> do not pay any other complementary therapies such as ayurvedic <b>treatment</b> or aromatherapy which may be available.</p> <p>Note: for dieticians, <b>we</b> pay the initial consultation plus two follow-up visits when needed as a result of an eligible condition.</p> <p>Please note that obesity is not covered.</p>
<p><b>Mini Minor procedures</b> performed by a <b>family doctor</b> under local anaesthetic</p>	<p>Up to EUR 100 for the cost of each procedure</p>	<p><b>We</b> pay for surgical procedures to be performed under local anaesthetic by a <b>family doctor</b>.</p>
<p>Costs for <b>treatment</b> by a <b>family doctor</b></p>	<p>Up to EUR 80 each membership year</p>	<p><b>We</b> pay for <b>family doctor treatment</b>.</p> <p>Such meetings may take place in the specialist's or doctor's office.</p>

## In-patient and day-case treatment (All fees charged must be reasonable and customary).

### Important

#### For all in-patient and day-case treatment costs:

- it must be medically essential for **you** to occupy a **hospital** bed to receive the **treatment**
- **your treatment** must be provided, or overseen, by a **consultant**
- the **hospital** where **you** have **your treatment** must be recognised

Benefits	Level	Explanation of benefits
<b>Hospital</b> accommodation, nursing care and surgical dressings	EUR 85 each <b>day-case treatment</b>  Up to EUR 155 each night for a maximum of 5 nights each in-patient stay	<p><b>Hospital accommodation</b></p> <p><b>We</b> pay charges in respect of <b>your hospital</b> accommodation, including all <b>your</b> own meals and refreshments. <b>We</b> do not pay for personal items such as telephone calls, newspapers, guest meals or cosmetics.</p> <p><b>We</b> pay for the length of stay that is medically appropriate for the procedure that <b>you</b> are admitted for. For example, unless medically essential, <b>we</b> do not pay for day-case accommodation for <b>out-patient treatment</b>, and <b>we</b> do not pay for in-patient accommodation for <b>day-case treatment</b>.</p> <p>Examples: unless medically essential, <b>we</b> do not pay for day-case accommodation for <b>out-patient treatment</b> (such as an MRI scan), and <b>we</b> do not pay for in-patient accommodation for <b>day-case treatment</b> (such as a biopsy).</p> <p>Please also read convalescence and admission for general care in the 'What is not covered?' section.</p> <p>After 2 years as a customer on this plan <b>we</b> will pay for psychiatric <b>treatment</b> carried out as part of this benefit.</p> <p><b>Nursing care and surgical dressings</b></p> <p><b>We</b> pay for nursing services, drugs and surgical dressings <b>you</b> need as part of <b>your treatment</b> in <b>hospital</b>.</p> <p>Note:</p> <p><b>We</b> do not pay for drugs and surgical dressings <b>you</b> receive for <b>out-patient treatment</b> or use at home, and <b>we</b> do not pay for nurses hired in addition to the <b>hospital's</b> own staff. In the rare case where a <b>hospital</b> does not provide nursing staff <b>we</b> will pay for the reasonable cost of hiring a <b>qualified nurse</b> for <b>your treatment</b>.</p>

## In-patient and day-case treatment (All fees charged must be reasonable and customary). (continued)

Benefits	Level	Explanation of benefits
<p><b>Surgical operations</b>, including pre- and post-operative care</p>	<p>Minor procedures carried out under local anaesthesia, up to EUR 105 for each <b>surgical operation</b></p> <p>Minor operation under general anaesthetic, up to EUR 140 for surgeon's costs and up to EUR 50 for anaesthetists' costs</p> <p>Intermediate operation under general anaesthetic, up to EUR 260 for surgeon's costs and up to EUR 85 for anaesthetists' costs</p> <p>Major operation under general anaesthetic, up to EUR 650 for surgeon's costs and up to EUR 165 for anaesthetists' costs</p>	<p><b>We</b> pay surgeons' and anaesthetists' fees for a <b>surgical operation</b>, including all pre- and post-operative care.</p> <p>Note: this benefit does not include follow-up consultations with <b>your consultant</b>, as these are paid under the <b>consultants'</b> fees for consultations benefit.</p>
<p>Physicians' fees</p>	<p>Up to EUR 50 each each night for a maximum of 5 nights in-patient stay</p>	<p><b>We</b> pay physicians' fees for <b>treatment you</b> receive in <b>hospital</b> if this does not include a <b>surgical operation</b>, for example if <b>you</b> are in <b>hospital</b> for <b>treatment</b> of a medical condition such as pneumonia.</p> <p>If <b>your treatment</b> includes a <b>surgical operation</b> <b>we</b> will only pay physicians' fees if the attendance of a physician is medically necessary, for example, in the rare event of a heart attack following a <b>surgical operation</b>.</p> <p>After 2 years as a customer on this plan <b>we</b> will pay for psychiatric <b>treatment</b> carried out as part of this benefit.</p>
<p>Theatre charges and <b>intensive care</b></p>	<p>Up to EUR 95 each Minor operation</p> <p>Up to EUR 140 each Intermediate operation</p> <p>Up to EUR 235 each Major operation</p>	<p><b>We</b> pay for use of an operating theatre.</p> <p><b>We</b> pay for <b>intensive care</b> in an <b>intensive care</b> unit/intensive therapy unit, high dependency or coronary care unit (or their equivalents) when:</p> <ul style="list-style-type: none"> <li>○ it is an essential part of <b>your treatment</b> and is required routinely by patients undergoing the same type of <b>treatment</b> as <b>yours</b>, or</li> <li>○ it is medically necessary in the event of unexpected circumstances, for example if <b>you</b> have an allergic reaction during surgery</li> </ul>

## In-patient and day-case treatment (All fees charged must be reasonable and customary). (continued)

Benefits	Level	Explanation of benefits
Pathology, X-rays, <b>diagnostic tests</b> and therapies	Up to EUR 200 each <b>membership year</b>	<p><b>We</b> pay for:</p> <ul style="list-style-type: none"> <li><input type="radio"/> pathology, such as checking blood and urine samples</li> <li><input type="radio"/> radiology (such as X-rays) and</li> <li><input type="radio"/> <b>diagnostic tests</b> such as electro cardiograms (ECGs)</li> </ul> <p>when recommended by <b>your consultant</b> to help determine or assess <b>your</b> condition when carried out in a <b>hospital</b>.</p> <p><b>We</b> also pay for <b>treatment</b> provided by <b>therapists, physiotherapists, osteopaths, chiropractors</b> and <b>complementary medicine practitioners</b> (such as acupuncturists) if it is needed as part of <b>your treatment</b> in <b>hospital</b>.</p> <p>After 2 years as a customer on this plan <b>we</b> will pay for psychiatric <b>treatment</b> carried out as part of this benefit.</p>
Prosthetic implants and <b>appliances</b>	Up to EUR 400 each prosthetic or <b>appliance</b>	<p><b>We</b> pay for a prosthetic implant needed as part of <b>your treatment</b>. By this, <b>we</b> mean an artificial body part or <b>appliance</b> which is designed to form a permanent part of <b>your</b> body and is surgically implanted for one or more of the following reasons:</p> <ul style="list-style-type: none"> <li><input type="radio"/> to replace a joint or ligament</li> <li><input type="radio"/> to replace one or more heart valves</li> <li><input type="radio"/> to replace the aorta or an arterial blood vessel</li> <li><input type="radio"/> to replace a sphincter muscle</li> <li><input type="radio"/> to replace the lens or cornea of the eye</li> <li><input type="radio"/> to act as a heart pacemaker</li> <li><input type="radio"/> to remove excess fluid from the brain</li> <li><input type="radio"/> to control urinary incontinence (bladder control)</li> <li><input type="radio"/> to reconstruct a breast following surgery for cancer when the reconstruction is carried out as part of the original <b>treatment</b> for the cancer and <b>you</b> have obtained <b>our</b> written consent before receiving the <b>treatment</b></li> <li><input type="radio"/> to restore vocal function following surgery for cancer</li> </ul> <p><b>We</b> also pay for the following <b>appliances</b>:</p> <ul style="list-style-type: none"> <li><input type="radio"/> a knee brace which is an essential part of a <b>surgical operation</b> for the repair to a cruciate (knee) ligament</li> <li><input type="radio"/> a spinal support which is an essential part of a <b>surgical operation</b> to the spine.</li> </ul>
Parent accommodation	Up to EUR 30 each night for a maximum of 5 nights each in-patient stay	<p><b>We</b> pay for <b>hospital</b> accommodation for each night <b>you</b> need to stay with <b>your</b> child in the same <b>hospital</b>. This is limited to only one parent or legal guardian each night.</p> <p><b>Your</b> child must be:</p> <ul style="list-style-type: none"> <li><input type="radio"/> aged under 18, and</li> <li><input type="radio"/> a member of a <b>Bupa Malta</b> plan receiving <b>treatment</b> for which he or she is covered under their plan</li> </ul>

## Other benefits (All fees charged must be reasonable and customary).

### Important

These benefits may be in-patient, out-patient or day-case.

Benefits	Level	Explanation of benefits
Advanced imaging	Up to EUR 200 each scan	<b>We</b> pay for magnetic resonance imaging (MRI), computed tomography (CT) and positron emission tomography (PET) when recommended by <b>your consultant</b> or <b>family doctor</b> .
Cancer <b>treatment</b>	Up to EUR 500 each course of <b>treatment</b>	Once cancer is diagnosed, <b>we</b> pay fees that are related specifically to planning and carrying out <b>treatment</b> for cancer. This includes tests, scans, consultations and drugs (such as cytotoxic drugs or chemotherapy).
Home nursing after <b>in-patient treatment</b>	Up to EUR 35 each day for a maximum of 26 weeks each <b>membership year</b>	<b>We</b> pay for home nursing after eligible <b>in-patient treatment</b> . <b>We</b> pay if the home nursing: <ul style="list-style-type: none"> <li><input type="radio"/> is needed to provide medical care, not personal assistance</li> <li><input type="radio"/> is necessary, meaning that without it, <b>you</b> would have to stay in <b>hospital</b></li> <li><input type="radio"/> starts immediately after <b>you</b> leave <b>hospital</b></li> <li><input type="radio"/> is provided by a <b>qualified nurse</b> in <b>your</b> home, and</li> <li><input type="radio"/> is prescribed by <b>your consultant</b></li> </ul>
Local road ambulance	Up to EUR 800 each <b>membership year</b>	<b>We</b> pay for medically necessary travel by local road ambulance when related to eligible <b>in-patient treatment</b> or <b>day-case treatment</b> .
In-patient cash benefit in a state <b>hospital</b>	Up to EUR 25 per procedure for <b>day-case treatment</b> .  Up to EUR 25 each night up to 40 nights each <b>membership year</b> for <b>in-patient treatment</b> .	This benefit is paid instead of any other benefit for each night <b>you</b> receive eligible in-patient or <b>day-case treatment</b> without charge in a state <b>hospital</b> .  To claim this benefit, please ask the <b>hospital</b> to sign and stamp <b>your</b> claim form and also attach the original case summary given to <b>you</b> by the <b>hospital</b> .

## Optional Extra Benefits (if purchased)

The benefits listed below only apply if purchased and must be included with one of **our** health plans. A separate Membership Certificate will show if **you** have the following benefits.

Benefits	Level	Explanation of benefits
Prosthetic and medical devices	Up to a maximum benefit of EUR 235.00 for each device for the whole of <b>your</b> membership	<p><b>We</b> pay for prosthetic and medical <b>devices</b> that <b>you</b> need as part of <b>your treatment</b>. <b>We</b> only pay once for each type or similar type of prosthetic or medical device <b>you</b> need during <b>your</b> current continuous membership of the plan.</p> <ul style="list-style-type: none"> <li>○ <b>We</b> pay 70% of the amount that <b>you</b> are charged for prosthetic devices which are not surgically implanted such as artificial limbs and eyes, spinal brace, callipers and breast forms, when recommended by <b>your medical practitioner</b>.</li> <li>○ <b>We</b> pay 50% of the amount <b>you</b> are charged for medical <b>devices</b> such as crutches, canes, slings, splints, trusses, hearing aids, nebulisors, braces, capping of teeth and temporary rental of a wheelchair, when needed following <b>treatment</b> by <b>your consultant</b> and on <b>your consultant's</b> recommendation.</li> </ul>
Speech therapy	Up to EUR 235.00 each <b>membership year</b>	<p><b>We</b> pay for short-term speech therapy <b>treatment</b> recommended by <b>your consultant</b> and provided by a <b>therapist</b> if all the following apply.</p> <ul style="list-style-type: none"> <li>○ The speech therapy is medically necessary as part of a <b>day-case</b> or <b>in-patient treatment</b> for <b>active treatment</b> for which <b>you</b> are eligible for under <b>your</b> membership.</li> <li>○ The speech therapy takes place during or immediately following <b>your day-case</b> or <b>in-patient treatment</b>.</li> <li>○ <b>Your consultant</b> refers <b>you</b> to the <b>therapist</b> before the <b>treatment</b> takes place and remains in overall charge of <b>your</b> care.</li> </ul>
Complementary medical <b>treatment</b>	Up to EUR 235.00 each <b>membership year</b>	<p><b>We</b> may pay for complementary medical <b>treatment</b> such as acupuncture, <b>chiropractic</b>, homoeopathy, <b>osteopathy</b>, podiatry, chiropody, dietetics or naturopathy provided by a complementary <b>medical practitioner</b>.</p> <p>The <b>treatment</b> must be on the recommendation of <b>your family doctor</b> and <b>we</b> need full clinical details from <b>your family doctor</b> before <b>we</b> can give <b>our</b> decision.</p>
Cervical cancer screening	Up to EUR 35.00 each <b>membership year</b>	<b>We</b> pay for routine screening for cervical cancer.
Routine mammography	Up to EUR 70.00 each <b>membership year</b>	<b>We</b> pay for routine mammography and this benefit is only available for female members aged 45 years and over.
Prostate specific antigen	Up to EUR 35.00 each <b>membership year</b>	<b>We</b> pay for routine screening for prostate cancer.
Dental check-up	Up to EUR 25.00 each <b>membership year</b>	<p><b>We</b> pay for dental check-ups carried out by a <b>dental practitioner</b>. By a dental check-up <b>we</b> mean an assessment of <b>your</b> dental health in order to maintain dental fitness.</p> <p><b>We</b> do not pay for any dental <b>treatment</b> that <b>you</b> may need as a result of <b>your</b> dental check-up.</p>



## Dental Option

The benefit listed below can be purchased with one of **our** health plans.

Benefits	Level 1	Level 2	Level 3	Explanation of benefits
Dental Option - after <b>you</b> have been covered on this option for six months.	EUR 500	EUR 1,000	EUR 1,500	<b>We</b> will pay for eligible dental <b>treatment</b> that <b>you</b> receive after <b>you</b> have been covered on this option for six months, for each <b>membership year</b> up to the limits specified below. By eligible dental <b>treatment we</b> mean up to the specified limits. <b>Treatment</b> must be provided by a <b>dental practitioner</b> .
Dental Preventive (100 percent)	Covered	Not Applicable	Not Applicable	This benefit includes: <ul style="list-style-type: none"> <li>• Up to EUR 50 for annual dental checks, exams and scale and polish.</li> <li>• Up to EUR 80 for x-rays and diagnostics.</li> </ul>
Dental Routine and Major Restorative (65 percent)	Covered	Not Applicable	Not Applicable	This benefit includes: <ul style="list-style-type: none"> <li>• Up to EUR 350 for root canal and abscesses.</li> <li>• Up to EUR 90 for dental fillings.</li> <li>• Up to EUR 350 for dentures and crowns.</li> <li>• Up to EUR 350 for dental implants and bridgework.</li> <li>• Up to EUR 200 for extraction of a tooth (or tooth root).</li> </ul>
Dental Preventive (100 percent)	Not Applicable	Covered	Not Applicable	This benefit includes: <ul style="list-style-type: none"> <li>• Up to EUR 75 for annual dental checks, exams and scale and polish.</li> <li>• Up to EUR 90 for x-rays and diagnostics.</li> </ul>
Dental Routine and Major Restorative (80 percent)	Not Applicable	Covered	Not Applicable	This benefit includes: <ul style="list-style-type: none"> <li>• Up to EUR 350 for root canal and abscesses.</li> <li>• Up to EUR 100 for dental fillings.</li> <li>• Up to EUR 375 for dentures and crowns.</li> <li>• Up to EUR 375 for dental implants and bridgework.</li> <li>• Up to EUR 225 for extraction of a tooth (or tooth root).</li> </ul>
Dental Preventive (100 percent)	Not Applicable	Not Applicable	Covered	This benefit includes: <ul style="list-style-type: none"> <li>• Up to EUR 100 for annual dental checks, exams and scale and polish.</li> <li>• Up to EUR 100 for x-rays and diagnostics.</li> </ul>
Dental Routine and Major Restorative (80 percent)	Not Applicable	Not Applicable	Covered	This benefit includes: <ul style="list-style-type: none"> <li>• Up to EUR 400 for root canal and abscesses.</li> <li>• Up to EUR 100 for dental fillings.</li> <li>• Up to EUR 400 for dentures and crowns.</li> <li>• Up to EUR 400 for dental implants and bridgework.</li> <li>• Up to EUR 250 for extraction of a tooth (or tooth root).</li> </ul>

# What is not covered?

In the 'Exclusion' section below, **we** list specific **treatments**, conditions and situations that **we** do not cover as part of **your** plan. In addition to these **you** may have personal exclusions or restrictions that apply to **your** plan, as shown on **your** membership certificate.

## Do you have cover for pre-existing conditions?

When **you** applied for **your** plan **you** may have been asked to provide all information about any disease, illness or injury for which **you** received medication, advice or **treatment**, or **you** had experienced symptoms before **you** became a customer - **we** call these **pre-existing conditions**.

**Our** medical team reviewed **your** medical history to decide the terms on which **we** offered **you** this plan. **We** may have offered to cover any **pre-existing conditions**, or decided to exclude specific **pre-existing conditions** or apply other restrictions to **your** plan. If **we** have applied any personal exclusion or other restrictions to **your** plan, this will be shown on **your** membership certificate. This means **we** will not cover costs for **treatment** of this **pre-existing condition**, related symptoms, or any condition that results from or is related to this **pre-existing condition**. Also **we** will not cover any **pre-existing conditions** that **you** did not disclose in **your** application.

If **we** have not applied a personal exclusion or restriction to **your** membership certificate, this means that any **pre-existing conditions** that **you** told **us** about in **your** application are covered under **your** plan. If **you** are unsure about anything in this section, please contact **us** for confirmation before **you** go for **your treatment**.

## General Exclusions

The exclusions in this section apply in addition to and alongside any personal exclusions and restrictions explained above.

For all exclusions in this section, and for any personal exclusions or restrictions shown on **your** membership certificate, **we** do not pay for conditions which are directly related to:

- excluded conditions or **treatments**
- additional or increased costs arising from excluded conditions or **treatments**
- complications arising from excluded conditions or **treatments**

Please note that, should **you** choose to have **treatment** or services with a **treatment** provider who is not part of **network**, **we** will only cover costs that are **Reasonable and Customary**. Additional rules may apply in respect of covered benefits received from an 'out-of-**network**' **treatment** provider in certain specific countries.

Exclusion	Notes	Rules
Ageing, menopause and puberty		<b>Treatment</b> to relieve symptoms caused by ageing, menopause, puberty, or other natural physiological cause.
Artificial life maintenance		Including mechanical ventilation, where such <b>treatment</b> will not or is not expected to result in <b>your</b> recovery or restore <b>you</b> to <b>your</b> previous state of health.  Example: <b>We</b> will not pay for artificial life maintenance when <b>you</b> are unable to feed or breathe independently and require percutaneous endoscopic gastrostomy (PEG) or nasal feeding for a period of more than 90 continuous days.
Birth control		Any type of contraception, sterilisation, termination of pregnancy or family planning.

Exclusion	Notes	Rules
Chronic conditions		<p><b>We</b> do not pay for <b>treatment</b> of a chronic condition. By this, <b>we</b> mean a disease, illness or injury (including a mental condition) which has at least one of the following characteristics:</p> <ul style="list-style-type: none"> <li>○ has no known cure, or recurs</li> <li>○ leads to permanent disability</li> <li>○ is caused by changes to <b>your</b> body which cannot be reversed</li> <li>○ requires <b>you</b> to be specially trained or rehabilitated</li> <li>○ needs prolonged supervision, monitoring and <b>treatment</b></li> </ul> <p><b>We</b> pay for <b>treatment</b> of a disease, illness or injury arising out of a chronic condition, when the <b>treatment</b> required is a result of the sudden increase in the severity of the symptoms of a chronic condition. However, <b>we</b> will only pay if the <b>treatment</b> is likely to lead quickly to a complete recovery or to <b>you</b> being restored fully to <b>your</b> previous state of health, without <b>you</b> having to continue receiving the <b>treatment</b>.</p> <p>For example, <b>we</b> pay for <b>treatment</b> following a heart attack arising out of chronic heart disease.</p>
Conflict and disaster		<p><b>We</b> shall not be liable for any claims which concern, are due to or are incurred as a result of <b>treatment</b> for sickness or injuries directly or indirectly caused by <b>you</b> putting yourself in danger by entering a known area of conflict (as listed below) and/or if <b>you</b> were an active participant or <b>you</b> have displayed a blatant disregard for <b>your</b> personal safety in a known area of conflict:</p> <ul style="list-style-type: none"> <li>○ nuclear or chemical contamination</li> <li>○ war, invasion, acts of a foreign enemy</li> <li>○ civil war, rebellion, revolution, insurrection</li> <li>○ terrorist acts</li> <li>○ military or usurped power</li> <li>○ martial law</li> <li>○ civil commotion, riots, or the acts of any lawfully constituted authority</li> <li>○ hostilities, army, naval or air services operations whether war has been declared or not</li> </ul>
Congenital conditions		<p><b>Treatment</b> received after the first 28 days following birth for any abnormality, deformity, disease, illness or injury present at birth, whether diagnosed or not, except cancer.</p>
Convalescence and admission for general care		<p><b>Hospital</b> accommodation when it is used solely or primarily for any of the following purposes:</p> <ul style="list-style-type: none"> <li>○ convalescence, supervision, pain management or any other purpose other than for receiving eligible <b>treatment</b>, of a type which normally requires <b>you</b> to stay in <b>hospital</b></li> <li>○ receiving general nursing care or any other services which do not require <b>you</b> to be in <b>hospital</b>, and could be provided in a nursing home or other establishment that is not a <b>hospital</b></li> <li>○ receiving services from a <b>therapist</b> or <b>complementary medicine practitioner</b></li> <li>○ receiving services which would not normally require trained medical professionals such as help in walking, bathing or preparing meals</li> </ul>

Exclusion	Notes	Rules
Cosmetic <b>treatment</b>		<p><b>Treatment</b> undergone for cosmetic or psychological reasons to improve <b>your</b> appearance, such as a re-modelled nose, facelift, abdominoplasty or cosmetic dentistry.</p> <p><b>We</b> do not pay for <b>treatment</b> of keloid scars. <b>We</b> also do not pay for scar revision.</p> <p>This includes:</p> <ul style="list-style-type: none"> <li>○ dental implants to replace a <b>sound natural tooth</b></li> <li>○ hair transplants for any reason</li> <li>○ <b>treatment</b> related to or arising from the removal of non-diseased, or surplus or fat tissue, whether or not it is needed for medical or psychological reasons</li> <li>○ any <b>treatment</b> for a procedure to change the shape or appearance of <b>your</b> breast(s) whether or not it is needed for medical or psychological reasons: unless for reconstruction carried out as part of the original <b>treatment</b> for the cancer, when <b>you</b> have obtained <b>our</b> written consent before receiving the <b>treatment</b> (see 'Reconstructive or remedial surgery' in this section)</li> </ul> <p>Examples: <b>we</b> do not pay for breast reduction for backache or gynaecomastia (the enlargement of breasts in men).</p> <p>Note: If <b>your</b> doctor recommends cosmetic <b>treatment</b> to correct a functional problem, for example, excess eye tissue which is interrupting the visual field, <b>your</b> case will be assessed by <b>our</b> clinical teams on an individual basis. If approved, benefits will be paid in line with the rules and benefits of <b>your</b> plan.</p> <p>Exception: This exclusion does not apply to the Dental Option, if purchased with this policy.</p>
Deafness		<p><b>Treatment</b> for or arising from deafness or partial hearing loss caused by a congenital abnormality or ageing.</p> <p>Exception: <b>We</b> may pay for <b>treatment</b> of deafness arising as a result of an acute condition.</p>
Dental Option		Orthodontic braces.
Dental <b>treatment</b> /gum disease		<p>This includes <b>surgical operations</b> for the <b>treatment</b> of bone disease when related to gum disease or damage, or <b>treatment</b> for, or arising from disorders of the temporomandibular joint.</p> <p>Examples: <b>we</b> do not pay for tooth decay, gum disease, jaw shrinkage or loss, damaged teeth, etc.</p> <p><b>We</b> pay for a <b>surgical operation</b> carried out by a <b>consultant</b>, from the <b>surgical operations</b> benefit, to:</p> <ul style="list-style-type: none"> <li>○ put a natural tooth back into a jaw bone after it is knocked out or dislodged in an accident</li> <li>○ treat irreversible bone disease involving the jaw(s) which cannot be treated in any other way, but not if it is related to gum disease or tooth disease or damage</li> <li>○ surgically remove a complicated, buried or impacted tooth root, for example in the case of an impacted wisdom tooth</li> </ul> <p>Exception: This exclusion does not apply to the Dental Option, if purchased with this policy.</p>
Desensitisation and neutralisation		<b>Treatment</b> to de-sensitise or neutralise any allergic condition or disorder.
Developmental problems		<p><b>Treatment</b> for, or related to developmental problems, including:</p> <ul style="list-style-type: none"> <li>○ learning difficulties, such as dyslexia</li> <li>○ behavioural problems, such as attention deficit hyperactivity disorder (ADHD)</li> <li>○ problems relating to physical development such as short height, or</li> <li>○ developmental problems treated in an educational environment or to support educational development</li> </ul>

Exclusion	Notes	Rules
Dialysis		<b>Treatment</b> for, or associated with, haemodialysis (the removal of waste matter from <b>your</b> blood by passing through a kidney machine or dialyser) or peritoneal dialysis (the removal of waste matter from <b>your</b> blood by introducing fluid into <b>your</b> abdomen which acts as a filter).
Donor organs		<b>Treatment</b> costs for, or as a result of the following: <ul style="list-style-type: none"> <li>○ transplants involving mechanical or animal organs</li> <li>○ the removal of a donor organ from a donor</li> <li>○ the removal of an organ from <b>you</b> for purposes of transplantation into another person</li> <li>○ the harvesting and storage of stem cells, when this is carried out as a preventive measure against future possible diseases or illness</li> <li>○ the purchase of a donor organ</li> </ul>
Drugs and dressings for out-patient or take-home use		Any drugs or surgical dressings that are provided or prescribed for <b>out-patient treatment</b> , or for <b>you</b> to take home with <b>you</b> on leaving <b>hospital</b> , for any condition.
<b>Epidemics and pandemics</b>		<b>We</b> do not pay for <b>treatment</b> for or arising from any <b>epidemic</b> disease and/or <b>pandemic</b> disease and <b>we</b> do not pay for vaccinations, medicines or preventive <b>treatment</b> for or related to any <b>epidemic</b> disease and/or <b>pandemic</b> disease.
Experimental <b>treatment</b>		<ul style="list-style-type: none"> <li>○ <b>We</b> do not pay for any <b>treatment</b> or medicine which in <b>our</b> reasonable opinion is experimental based on acceptable current clinical evidence and practice.</li> <li>○ <b>We</b> do not pay for any <b>treatment</b> or medicine which in <b>our</b> reasonable opinion is not effective based on acceptable current clinical evidence and practice.</li> <li>○ <b>We</b> do not pay for medicines and equipment used for purposes other than those defined under their licence unless this has been pre-authorised.</li> </ul>
Eyesight		<b>Treatment</b> , equipment or surgery to correct eyesight, such as laser <b>treatment</b> , refractive keratotomy (RK) and photorefractive keratotomy (PRK).  Examples: <b>we</b> will not pay for routine eye examinations, contact lenses, spectacles. <b>We</b> will pay for eligible <b>treatment</b> or surgery of a detached retina, glaucoma, cataracts or keratoconus.
Footcare		<b>Treatment</b> for corns, calluses, or thickened or misshapen nails.
Genetic testing		Genetic tests, when such tests are solely performed to determine whether or not <b>you</b> may be genetically likely to develop a medical condition.  Example: <b>we</b> do not pay for tests used to determine whether <b>you</b> may develop Alzheimer's disease, when that disease is not present.
HIV/AIDS		<b>Treatment</b> for, or arising from, HIV or AIDS, including any condition that is related to HIV or AIDS, if <b>your</b> current period of membership is less than five years on the date of diagnosis.
HRT and Bone Densitometry		Hormone Replacement Therapy (HRT) or Bone Densitometry.
Harmful or hazardous use of alcohol, drugs and/or medicines		<b>Treatment</b> for or arising from the harmful, hazardous or addictive use of any substance including alcohol, drugs and/or medicines.
Health hydros, nature cure clinics etc.		<b>Treatment</b> or services received in health hydros, nature cure clinics or any establishment that is not a <b>hospital</b> .
Hereditary conditions		<b>Treatment</b> of abnormalities, deformities, diseases or illnesses that are only present because they have been passed down through the generations of <b>your</b> family, except cancer.

Exclusion	Notes	Rules
Infertility <b>treatment</b>		<p><b>Treatment</b> to assist reproduction, including but not limited to IVF <b>treatment</b>.</p> <p>Note: <b>we</b> pay for reasonable investigations into the causes of infertility if:</p> <ul style="list-style-type: none"> <li>○ neither <b>you</b> nor <b>your</b> partner had been aware of any problems before joining, and</li> <li>○ <b>you</b> have been a member of this plan (or any Bupa administered plan which included cover for this type of investigation) for a continuous period of two years before the investigations start</li> </ul> <p>Once the cause is confirmed, <b>we</b> will not pay for any additional investigations in the future.</p>
Obesity		<p><b>Treatment</b> for, or required as a result of obesity.</p>
Persistent vegetative state (PVS) and neurological damage		<p><b>We</b> will not pay for <b>in-patient treatment</b> for more than 90 continuous days for permanent neurological damage or if <b>you</b> are in a <b>persistent vegetative state</b>.</p>
Personality disorders		<p><b>Treatment</b> of personality disorders, including but not limited to:</p> <ul style="list-style-type: none"> <li>○ affective personality disorder</li> <li>○ schizoid personality (not schizophrenia)</li> <li>○ histrionic personality disorder</li> </ul>
Physical aids and devices		<p>Any physical aid or device which is not a prosthetic implant, prosthetic device, or defined as an <b>appliance</b>.</p> <p>Examples: <b>we</b> will not pay for hearing aids, spectacles, contact lenses, crutches or walking sticks.</p>
Pre-existing conditions	<p>For <b>pre-existing conditions</b> for newborns, please see the exclusions for congenital and hereditary conditions in this section.</p>	<p>Any <b>treatment</b> for a <b>pre-existing condition</b>, related symptoms, or any condition that results from or is related to a <b>pre-existing condition</b>.</p> <p>Please contact <b>us</b> before <b>your</b> next <b>renewal date</b> if <b>you</b> or <b>your dependants</b> have personal exclusion(s) and believe that there will be no further <b>treatment</b> for that <b>pre-existing condition</b> after <b>your</b> next <b>renewal date</b>. In order for <b>us</b> to review whether to remove any personal exclusions, <b>we</b> may request full current clinical details from <b>your medical practitioner</b>. There are some <b>pre-existing conditions</b> that, due to their nature, <b>we</b> will not review.</p>
Pregnancy and childbirth		<p><b>Treatment</b>, or any condition arising from pregnancy and childbirth:</p> <p><b>We</b> pay for <b>treatment</b> of the following conditions if the mother has been a member of this plan for at least 12 months:</p> <ul style="list-style-type: none"> <li>○ miscarriage or when the foetus has died and remains with the placenta in the womb</li> <li>○ caesarean section if this is medically necessary</li> <li>○ abnormal cell growth in the womb (hydatidiform mole)</li> <li>○ foetus growing outside the womb (ectopic pregnancy)</li> <li>○ heavy bleeding in the hours and days immediately after childbirth (postpartum haemorrhage)</li> <li>○ afterbirth left in the womb after delivery of the baby (retained placental membrane)</li> </ul>
Preventive and wellness <b>treatment</b>		<p>Health screening, including routine health checks, vaccinations or any preventive <b>treatment</b>.</p>
Reconstructive or remedial surgery		<p><b>Treatment</b> required to restore <b>your</b> appearance after an illness, injury or previous surgery, unless:</p> <ul style="list-style-type: none"> <li>○ the <b>treatment</b> is a <b>surgical operation</b> to restore <b>your</b> appearance after an accident, or as the result of surgery for cancer, if either of these takes place during <b>your</b> current continuous membership of the plan</li> <li>○ the <b>treatment</b> is carried out as part of the original <b>treatment</b> for the accident or cancer</li> <li>○ <b>you</b> have obtained <b>our</b> written consent before the <b>treatment</b> takes place</li> </ul>

Exclusion	Notes	Rules
Self-inflicted injuries		<b>Treatment</b> for, or arising from, an injury or condition that <b>you</b> have intentionally inflicted on yourself, for example during a suicide attempt.
Sexual problems/gender issues		<b>Treatment</b> of any sexual problem including impotence (whatever the cause) and sex changes or gender reassignments.
Sexually transmitted diseases		<b>Treatment</b> for sexually transmitted diseases.
Sleep disorders		<b>Treatment</b> , including sleep studies, for insomnia, sleep apnoea, snoring, or any other sleep-related problem.
Speech disorders		<p><b>Treatment</b> for speech disorders, including stammering or speech developmental delays, unless all of the following apply:</p> <ul style="list-style-type: none"> <li>○ the <b>treatment</b> is short term therapy which is medically necessary as part of <b>active treatment</b> for an acute condition such as a stroke</li> <li>○ the speech therapy takes place during and/or immediately following the <b>treatment</b> for the acute condition, and</li> <li>○ the speech therapy is recommended by the <b>consultant</b> in charge of <b>your treatment</b>, and is provided by a <b>therapist</b> in which case <b>we</b> may pay at <b>our</b> discretion.</li> </ul>
Stem cells		<b>We</b> do not pay for the harvesting or storage of stem cells. For example ovum, cord blood or sperm storage.
Surrogate parenting		<p><b>Treatment</b> directly related to surrogacy. This applies:</p> <ul style="list-style-type: none"> <li>○ to <b>you</b> if <b>you</b> act as a surrogate, and</li> <li>○ to anyone else acting as a surrogate for <b>you</b></li> </ul>
Travel costs for <b>treatment</b>		<p>Any travel costs related to receiving <b>treatment</b>, unless otherwise covered by:</p> <ul style="list-style-type: none"> <li>○ local road ambulance benefit</li> </ul> <p>Examples:</p> <ul style="list-style-type: none"> <li>○ <b>we</b> do not pay for taxis or other travel expenses for <b>you</b> to visit a <b>medical practitioner</b></li> <li>○ <b>we</b> do not pay for travel time or the cost of any transport expenses charged by a <b>medical practitioner</b> to visit <b>you</b></li> </ul>
<b>Unrecognised medical practitioner, hospital or healthcare facility</b>		<ul style="list-style-type: none"> <li>○ <b>Treatment</b> provided by a <b>medical practitioner hospital or healthcare facility</b> which are not recognised by the relevant authorities in the country where the <b>treatment</b> takes place as having specialised knowledge, or expertise in, the <b>treatment</b> of the disease, illness or injury being treated.</li> <li>○ Self <b>treatment</b> or <b>treatment</b> provided by anyone with the same residence, <b>Family Members</b> (persons of a family, related to <b>you</b> by blood or by law or otherwise). A full list of the family relationships falling within this definition are available on request.</li> <li>○ <b>Treatment</b> provided by a <b>medical practitioner, hospital or healthcare facility</b> to whom <b>we</b> have sent a written notice that <b>we</b> no longer recognise them for the purposes of <b>our</b> health plans. <b>You</b> can contact <b>us</b> by telephone for details of <b>treatment</b> providers <b>we</b> have sent written notice to or visit <a href="http://bupa.com.mt/how-does-it-work">bupa.com.mt/how-does-it-work</a>.</li> </ul>

# Making a Claim

At times of ill health, **you** want to concentrate on getting well. **We** will do everything **we** can to make **your** claim as simple and straightforward as possible.

## How to make a claim

### Claim forms

**Your** claim form is important as it gives **us** the information that **we** need to process **your** claim. If it is not fully completed **we** may have to ask for more information. This can delay payment of **your** claim.

**You** must complete a new claim form:

- for each member
- for each condition
- for each in-patient or day-case stay, and
- If a condition continues over six months, **we** will ask for a further claim form to be completed.

### What to send us

**You** need to return the completed form to **us** by post, with the invoices and receipts, as soon as possible. This must be within 2 years of receiving the **treatment** for which **you** are claiming. Invoices sent to **us** after 2 years will not normally be paid unless there is a good reason why it was not possible for **you** to make the claim earlier. **We** cannot return any original documents but **we** can send **you** copies if **you** request.

### Requests for further information

**We** may need to ask **you** for further information to support **your** claim. If **we** do, **you** must provide this. Examples of things **we** might ask for include:

- medical reports and other information about the **treatment** for which **you** are claiming
- the results of any medical examination performed at **our** expense by an independent **medical practitioner** appointed by **us**
- written confirmation from **you** as to whether **you** think **you** can recover the costs **you** are claiming from another person or insurance company

If **you** do not provide the information that **we** ask for, **we** may not pay **your** claim in full.

Please also read about correspondence in the 'Your membership' section.

### Important

When making a claim please note:

- **you** must have received the **treatment** while covered under **your** membership
- payment of **your** claim will be under the terms of **your** membership and up to the benefit levels shown, that apply to **you** at the time **you** receive the **treatment**
- **we** will only pay for **treatment** costs actually incurred by **you**, not deposits or advance invoices or registration/administration fees charged by the provider of **treatment**
- **we** will only pay for **treatment** costs that are **Reasonable and Customary**
- **we** do not return original documents such as invoices, receipts or letters. However, **we** will be pleased to return copies if **you** ask **us** when **you** submit **your** claim.

### Fraud prevention and detection

**We** have the right, where appropriate, to check **your** details with fraud prevention agencies, other insurers and other relevant third parties for the purpose of preventing and detecting false information or fraudulent activity. If **you** give **us** false or inaccurate information and **we** suspect fraud, **we** may record this with a fraud prevention agency. **We** and other organisations may also use and search these records to:

- help make decisions about benefit and benefit related services for **you** and members of **your** plan
- help make decisions on other insurance proposals and claims for **you** and members of **your** plan/group
- trace debtors, recover debt, prevent fraud and to manage **your** insurance plans
- establish **your** identity
- undertake credit searches and additional fraud searches.

### Fraudulent Claims

**You** and any **dependant** (or anyone acting on behalf of **you** or any **dependant**) must not:

- make a fraudulent or exaggerated claim under this plan;
- send **us** fake or forged documents or other false evidence, or make a false statement in support of a claim; and/or
- provide **us** with information which **you** or any **dependant** knows would otherwise enable **us** to refuse to pay a claim under this plan.

Failure to comply with the above will give **us** the right to:

- refuse to pay the whole of the claim;
- recover any payments **we** have already made in respect of the claim; and/or
- notify **you** that this plan (or if the fraudulent claim is made by or on behalf of a particular **dependant**, the cover under this plan for that particular **dependant**) has terminated from the date of any of the acts or omissions set out above, and **we** will not refund the premium.

### Confirmation of your claim

**We** will always send confirmation of how **we** have dealt with a claim to the **principal member**.

## How your claim will be paid

### Who we will pay

**We** will only make payments to the member who received the **treatment**, the **principal member** of the membership or the executor or administrator of the member's estate.

### Payment method and bank charges

**We** will make payment by electronic transfer. Payments made by electronic transfer are quick, secure and convenient. To receive payment by electronic transfer, **we** need the full bank account, SWIFT code, bank address details and (in Europe only) IBAN number to be provided on the claim form.

**We** will instruct **our** bank to recharge the administration fee relating to the cost of making the electronic transfer to **us** but **we** cannot guarantee that these charges will always be passed back for **us** to pay. In the event that **your** local bank makes a charge for a wire transfer **we** will aim to refund this as well. Any other bank charges or fees, such as for currency exchange, are **your** responsibility, unless they are charged as a result of **our** error.

## Other claim information

### Discretionary payments

**We** may, in certain situations, make discretionary or 'ex gratia' payments towards **your treatment**. If **we** make any payment on this basis, this will still count towards the overall maximum amount **we** will pay under **your** membership. Making these payments does not oblige **us** to pay them in the future.

**We** do not have to pay for **treatment** that is not covered by **your** plan, even if **we** have paid an earlier claim for a similar or identical **treatment**.

### Incorrect payment of claims

If **we** incorrectly make any payment of **your** claim, **we** reserve the right to deduct the incorrectly paid amount from future claims or seek repayment from **you**.

### Claiming for treatment when others are responsible

**You** must complete the appropriate section of the claim form if **you** are claiming for **treatment** that is needed when someone else is at fault, for example in a road accident in which **you** are a victim. If so, **you** will need to take any reasonable steps **we** ask of **you** to assist **us** to:

- recover from the person at fault (such as through their insurance company) the cost of the **treatment** paid for by **Bupa Malta**, and
- claim interest if **you** are entitled to do so

If any person is to blame for any injury, disease, illness, condition or other event in relation to which **you** receive any covered benefits, **we** may make a claim in **your** name.



**You** must provide **us** with any assistance **we** reasonably require to help make such a claim, for example:

- providing **us** with any documents or witness statements;
- signing court documents; and
- submitting to a medical examination.

**We** may exercise **our** rights to bring a claim in **your** name before or after **we** have made any payment under the membership. **You** must not take any action, settle any claim or otherwise do anything which adversely affects **our** rights to bring a claim in **your** name.

### Claiming with joint or double insurance

**You** must complete the appropriate section on the claim form, if **you** have any other insurance cover for the cost of the **treatment** or benefits **you** have claimed from **us**. If **you** do have other insurance cover, this must be disclosed to **us** when claiming, and **we** will only pay **our** share of the cost of the **treatment** or benefits claimed.

## Annual Deductibles

Please read this section if **you** have an **annual deductible** on **your** plan.

### Important – please remember that:

- the **annual deductible** applies separately to each person included on **your** membership
- even if the amount **you** are claiming is less than the amount of the **annual deductible**, **you** should still submit a claim to **us**
- this is an **annual deductible**. Therefore, if **your** first claim is towards the end of **your membership year**, and **treatment** continues over **your renewal date**, the **annual deductible** is payable separately for **treatment** received in each **membership year**

### What is an annual deductible?

The **annual deductible** is the total value that **your** eligible claims must reach each **membership year** before **we** will start to pay any benefit.

For example, if **you** have an **annual deductible** of EUR 235, the total value of **your** eligible claims must reach EUR 235 before **we** will pay any benefit.

The **annual deductible** applies separately to each person on **your**, the **principal member's** membership.

The amount of **your annual deductible** will be shown on **your** membership certificate. If **you** are unsure whether **your** cover includes an **annual deductible**, please contact **our** customer services helpline.

At any point **you** can check the amount of **your** remaining **annual deductible** by contacting **our** customer services helpline.

### How an annual deductible works

If a claim is smaller than **your** remaining **annual deductible**, **you** must still submit it to **us** as normal. **We** will not pay any benefit, but the claim will count towards reaching **your annual deductible**. Upon request **we** will send **you** a statement informing **you** how much is left.

If an eligible claim exceeds **your** remaining **annual deductible**, **we** will pay the amount of the claim less the remaining **annual deductible**.

Once **your annual deductible** is reached, **we** will pay all eligible claims in full, up to the benefit limits of **your** plan.

### How claims are paid to you

If **you** submit a claim and have asked **us** to pay **you**:

- **your** benefit will be paid less the amount of the **annual deductible**
- **we** will send **you** a statement showing how **your** claim has been settled, including any amounts set against the **annual deductible**

## Paying subscriptions and other charges

All references to '**you**' and '**your**' in this section refer to **you**, the **principal member** only, unless stated otherwise.

### Paying subscriptions

**You** or in the case of a group, **your** group **sponsor** have to pay subscriptions to **us** in advance for **you** and **your dependants** throughout **your** membership. The amount **you** have agreed to pay, and the method of payment **you** have chosen are shown on **your** invoice.

**Your** subscriptions must be paid in the EUR currency.

Please pay **your** subscriptions directly to **Bupa Malta**. If **you** pay **your** subscriptions to anyone else, such as an intermediary or insurance broker, then that person is acting on **your** behalf as **your** agent. **Bupa Malta** will not be responsible for any subscriptions paid to a third party.

Subscriptions may be collected by **LifeStar Health Limited** who act as agent for **your** insurer for the purpose of receiving and holding premiums, making claims and refunds. These payments are protected by an **agreement** between **Bupa Malta** and Bupa Global Designated Activity Company.

**We** retain bank, credit/debit card and direct debit authorisation details to ensure that the policy does not lapse.

If **you** are unable to pay **your** subscriptions for any reason please contact the customer services helpline.

### Paying other charges

Countries of residence are grouped into various zones for pricing. The total amount **you** have to pay on **your** invoice is inclusive of any taxes (such as Insurance Premium Tax), charges or levies, applicable within **your** pricing.

These charges will be included within the total that **you** or **your** group **sponsor** have to pay on the invoice. The charges may apply from the "effective date" of **your** membership or **your** annual **renewal date**. Any such charges must be paid to **us** when **you** or **your** group **sponsor** pays subscriptions, unless otherwise required by law.

### If subscriptions and other charges are not paid

If **you** or **your** group **sponsor** do not pay subscriptions and other charges in full by the date they are due, **you** and **your dependant's** membership may be suspended and claims submitted whilst there are subscriptions and charges due will not be paid.

**Your** and **your dependant's** membership may also be suspended if **you** do not settle in full any **annual deductible** payable by **you** for a claim. Claims submitted whilst repayment of an **annual deductible** is due will not be paid.

### Changes to subscriptions and other charges

Each year on **your renewal date**, **we** may change how **we** calculate **your** subscriptions, how **we** determine the subscriptions, what **you** have to pay or the method of payment. Please note that subscriptions generally rise when **you** renew **your** cover. There are many factors which directly affect subscriptions, such as age and inflation in the worldwide cost of healthcare.

Any changes that **we** make will only apply from **your renewal date**.

The amount **you** have to pay to **us** in respect of IPT or other taxes, levies or charges, may also change at any time if there is a change in the rate, or if any new tax, levy or charge is introduced in those countries where **we** do business.

If **we** do make any changes to **your** subscriptions or to other charges, **we** will write to tell **you** about the changes. If **you** do not want to accept them, **you** can end **your** membership without the changes being introduced, provided that **you** do so:

- within 28 days of the date on which the changes take effect, or

- within 28 days of **us** telling **you** about the changes, whichever is later

Please remember that any bank administration charges or fees are **your** responsibility.

## Your Membership

This section contains the rules about **your** membership, including when it will start and end, renewing **your** plan, how **you**, the **principal member** can change **your** cover and general information.

### Starting and renewing your membership

#### When your cover starts

**Your** membership starts on the 'effective date' shown on the first membership certificate that **we** sent **you**, the **principal member** for **your** current continuous period of **Bupa Malta** Private Clinic membership.

#### When cover starts for others on your membership

If any other person is included as a **dependant** under **your**, the **principal member's** membership, their membership will start on the 'effective date' on the first membership certificate **we** sent **you** which lists them as a **dependant**. Their membership can continue for as long as **you**, the **principal member** remain a member of the plan.

If **your**, the **principal member's** membership ceases, **your dependants** can then, of course, apply for membership in their own right.

#### Renewing your membership

**Your** membership can be renewed automatically every year on **your renewal date**, subject to acceptance of **our** renewal terms and 'If **we** make changes' in this section, by continuing to pay **your** subscriptions and any other payments due under **your agreement** with **us**.

If **you**, the **principal member** or group **sponsor** do not wish to renew **your** membership, **you** or **your** group **sponsor** must inform **us** in writing as soon as **you** receive **your** renewal documents and prior to **your renewal date**.

If **we** decide to discontinue **your** plan, **you**, the **principal member** or **your** group **sponsor** may be offered membership of another **Bupa Malta** plan as an alternative. If **you**, the **principal member** transfer within one month, without a break in **your** cover, **we** will not add any special restrictions or exclusions to **your** cover under **your** new plan that are personal to **you**, other than those which apply to **you** under this plan.

Please read 'If **we** make changes' in this section.

### Ending your membership

#### When your membership will end

**Your** membership will automatically end:

- if **you**, the **principal member** do not pay any of **your** subscriptions on, or before, the date they are due. However, **we** may allow **your** membership to continue without **you** having to complete a new medical history, if **you**, the **principal member** pay the outstanding subscriptions in full within 28 days. If **you**, the **principal member** are unable to pay **your** subscriptions for any reason, please contact the customer service helpline
- if **you**, the **principal member** or **your** group **sponsor** do not pay the amount of any IPT, taxes, levies or charges that **you** have to pay under **your agreement** with **us** on or before the date they are due
- upon the death of the **principal member**. If the **principal member** dies the next named **dependant** on the membership certificate may apply to **Bupa Malta** to become a **principal member** of the plan in his or her own right and include the other **dependants** under their membership. If they apply to do this within 28 days, **Bupa Malta** will, at its discretion, not add any further special restrictions or exclusions to the **dependant's** cover that are personal to them in addition to those which applied to the **dependant** under the plan when the **principal member** died

- if the **agreement** between **Bupa Malta** and **your** group **sponsor** is terminated
- if **your** group **sponsor** does not renew **your** membership
- if **your** group **sponsor** does not pay subscriptions or any other payment due under the **agreement** for **you** or for any other person

#### If you move to a new country or change your specified country of nationality

**You**, the **principal member** must tell **us** straight away if **your specified country of residence** or **your specified country of nationality** changes. **We** may need to end **your** membership if the change results in a breach of regulations governing the provision of healthcare cover to local nationals, residents or citizens.

#### How to end your membership (Group plan)

**Your** group **sponsor** can end **your** membership, or that of any of **your dependants**, from the first day of a month by writing or emailing **us**. **Your** group **sponsor** cannot backdate the cancellation of **your** membership.

#### How to end your membership (individual plan)

**You**, the **principal member** can end **your** membership, or that of any of **your dependants**, from **your** next renewal by writing to **us**. **You**, the **principal member** cannot backdate the cancellation of **your** membership.

#### Your right to cancel

**You**, the **principal member** may cancel **your** membership of the plan for any reason by writing or emailing **us** within 28 days of receiving **your** first membership certificate. In that case **you**, the **principal member** will be entitled to a full refund of all subscriptions paid, subject to no claims having been made.

**You**, the **principal member** may also cancel the membership of any of **your dependants** for any reason by contacting **us** within 28 days of receiving **your** first membership certificate that names them as a **dependant**.

In that case **you**, the **principal member** will be entitled to a full refund of all **your** subscriptions paid relating to them, subject to no claims having been made on their behalf.

#### Death

Upon death of a **principal member** or a **dependant we** should be notified in writing within 28 days. Their membership will be ended and **we** will refund any subscriptions paid which relate to a period after it ends if no claims have been filed on their behalf.

### Making changes to your cover

**Your**, the **principal member's**, or **your** group **sponsor's** contract is an annual one, and **you** can therefore only change **your** level of cover from **your renewal date**.

#### Changing your level of cover

If **you**, the **principal member**, or **your** group **sponsor** want to change **your** level of cover, please contact the customer service helpline before renewal to discuss **your** options.

If **you**, the **principal member**, or group **sponsor** want to increase **your** level of cover **we** will ask **you** to complete a medical history questionnaire form, and/or to agree to certain exclusions or restrictions to **your** cover before **we** accept **your** application.

If **you**, the **principal member**, or group **sponsor** have any concerns about **your** subscriptions, or if **your** circumstances have changed, please contact **us** so that **we** can try to help.

## Adding dependants

### Individual cover

**You**, the **principal member** may apply to include **your dependants** under **your** membership by filling in an application form. **You** can contact **us** and **we** will send one to **you**.

The medical history for all **your dependants, you** apply to include on **your** membership including any newborn children over three months old, will be reviewed by **our** medical underwriters. This may result in special restrictions or exclusions, which are personal to them and which will be shown on **your** membership certificate or **we** may decline to offer cover.

### Company cover

If **your** group **sponsor** agrees, **you**, the **principal member** may apply to include any of **your dependants** under **your** membership. To apply **you**, the **principal member** will need to complete an application form. **You** can contact **us** and **we** will send one to **you**.

The medical history for all additional **dependants, you** apply to include on **your** membership including any newborn children, will be reviewed by **our** medical underwriters. This may result in special restrictions or exclusions, which are personal to them and which will be shown on **your** membership certificate or **we** may decline to offer cover.

## If we make changes

**We** may change the benefits and rules of **your** membership on **your renewal date**.

These changes could affect, for example:

- how much **your**, the **principal member's**, or the group **sponsor's** subscriptions will be
- how often **you**, the **principal member**, or the group's **sponsor** have to pay them
- the cover **you** receive

Please read 'Paying subscriptions' in the 'Paying subscriptions and other charges' section.

Any changes **we** make will only apply from **your renewal date**, regardless of when the change is made.

**We** will not add any personal restrictions or exclusions to someone's cover for medical conditions that started after they joined the plan, provided:

- they gave **us** the information **we** asked them for before joining, and
- they have not applied for an increase in their cover

If **we** do make any changes to **your** plan, **we** will write to tell **you**, the **principal member** about the changes. If **you**, the **principal member** do not want to accept them, **you** can end **your** membership without the changes being introduced, provided that **you** do so:

- within 28 days of the date on which the changes take effect, or
- within 28 days of **us** telling **you** about the changes, whichever is later

### Amending your membership certificate

**We** will send **you**, the **principal member** a new membership certificate if **we** need to record any changes which **you** have requested, or **we** are entitled to make; for example adding a **dependant**, or changing the way **you** pay **your** subscriptions.

**Your** new membership certificate will replace any earlier version **you** possess as from the issue date shown on the new membership certificate.

## General information

### Other parties

No other person is allowed to make or confirm any changes to **your** membership on **our** behalf, or decide not to enforce any of **our** rights.

No change to **your** membership will be valid unless it is confirmed in writing.

Any confirmation of **your** cover will only be valid if it is confirmed in writing by **us**.

### If you change your correspondence address

Please contact **us** as soon as reasonably possible, as **we** will send any correspondence to the address **you** last gave **us**.

### Correspondence

Letters between **us** must be sent by post and with the postage paid. **We** do not return original documents, with the exception of official documents such as birth or death certificates. However, if **you** ask **us** at the time **you** send any original documents to **us**, such as invoices/receipts, **we** can provide copies.

### Financial Services Compensation Scheme

**We** are covered by the Protection and Compensation Fund. In the unlikely event that **we** cannot meet **our** financial obligations, **you** may be entitled to compensation from the Protection and Compensation Fund. This Fund is regulated by the Protection and Compensations Fund Regulations 2003 issued under the Insurance Business Act, Cap 403 of the Laws of Malta.

### Applicable law

**Your** membership is governed by Maltese law. Any dispute that cannot otherwise be resolved will be dealt with by courts in Malta.

If any dispute arises as to interpretation of this document then the English version of this document shall be deemed to be conclusive and taking precedence over any other language version of this document. This can be obtained at all times by contacting the customer services helpline.

### Provision of accurate and complete information

**You** and any **dependant** must take reasonable care to make sure that all facts and information that **you** (or anyone acting on **your** or their behalf) provide to **us** are accurate and complete at the time **you** take out this plan and at each renewal, extension and variation of this plan.

A. If **you** or any **dependant** (or anyone acting on **your** or their behalf) :

- deliberately or recklessly give **us** inaccurate or incomplete information; and/or
- do not take reasonable care to give **us** accurate and complete information in circumstances where **we** would not have issued, renewed, extended or varied this plan to **you** at all, had **we** known about such information,

then **we** reserve the right:

- where it is **you** or someone acting on **your** behalf who has failed to comply with the obligations above, to avoid this plan - this means that **we** will treat it as if it had not existed from the start date, **renewal date** or the date that any changes were made to the plan, as the case may be;
- where it is a **dependant** or someone acting on their behalf who has failed to comply with the obligations above, to avoid that part of this plan which applies to the **dependant** - this means that **we** will treat it as if the **dependant** was not covered by this plan from the start date, **renewal date** or the date that any changes were made to the plan, as the case may be.

B. Where A. above does not apply and **you** (or someone acting on **your** behalf) has failed to exercise reasonable care in providing **us** with information, **we** may refuse to pay all or part of a claim:

- if **we** would have provided cover to **you** on different terms, had **we** been provided with accurate and complete information, then this plan will be treated as if it had contained such term - in such circumstances, **we** will only pay a claim if the claim would have been covered by a plan containing the different terms that **we** would have applied; and
- if **we** would have provided **you** with cover under this plan at a higher premium, the amount payable on any claim will be reduced proportionally, based on the amount of premium that **we** would have charged. For example, **we** will only pay half of the claim, if **we** would have charged double the premium.

Where A. above does not apply and a **dependant** (or someone acting on their behalf) has failed to exercise reasonable care in providing **us** with information **we** may refuse to pay all or part of a claim for **treatment** received by that **dependant**:

- if **we** would have provided cover for the **dependant** on different terms, had **we** been provided with accurate and complete information, then this plan will be treated as if it had contained such terms – in such circumstances, **we** will only pay a claim if the claim would have been covered by a plan containing the different terms that **we** would have applied; and
- if **we** would have provided the **dependant** with cover under this plan at a higher premium, the amount payable on any claim will be reduced proportionally, based on the amount of premium that **we** would have charged. For example, **we** will only pay half of the claim, if **we** would have charged double the premium.

**We** may alternatively add new personal restrictions or exclusions to **your** plan for **you** or any **dependant**. **We** will not add any personal restrictions or exclusions to **your** cover, for any disease, illness or injury that started after **you** or the applicable **dependant** joined the plan as long as **you**:

- gave **us** all the information **we** asked for before **you** or the applicable **dependant** joined, and
- have not applied to add any new options to **your** cover.

**We** reserve the right to withdraw or amend **our** decision if information is withheld, or not given to **us** at the time the decision is being made. **We** reserve the right to withdraw or amend **our** decision if information is subsequently received that may be contradictory to the information initially given to **us** at the time the decision is being made. Failure to comply with any request for additional information may be deemed to be indicative of fraudulent activities. Should such a failure occur, information may be disclosed to third parties (including other insurers) with the intention of preventing and detecting fraud.

## Liability

**Our** role under this policy is to provide **you** with insurance cover and sometimes to make arrangements (on **your** behalf) for **you** to receive any covered benefits. It is not **our** role to provide **you** with the actual covered benefits.

**You** the **principal member**, on behalf of yourself and the **dependants**, appoint **us** to act as agent for **you**, to make appointments or arrangements for **you** to receive covered benefits which **you** request. **We** will use reasonable care when acting as **your** agent.

**We** (and **our** Bupa group of companies and administrators) shall not be liable to **you** or anyone else for any loss, damage, illness and/or injury that may occur as a result of **you** receiving any covered benefits, nor for any action or failure to act of any benefits provider or other person providing **you** with any covered benefits. **You** should be able to bring a claim directly against such benefits provider or other person.

**Your** statutory rights are not affected.

## Sanction clause

**We** will not provide cover nor pay claims under this policy if **our** obligations (or the obligations of **our** group companies and administrators) under the laws of any relevant jurisdiction, including **UK**, European Union, the United States of America, or international law, prevent **us** from doing so. **We** will normally tell **you** if this is the case unless this would be unlawful or would compromise **our** reasonable security measures. This policy does not provide cover to the extent that such cover would expose **us** (or **our** group companies and administrators) to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **UK** or United States of America, or under other relevant international law.

# Making a Complaint

## Listening to you

**We're** committed to providing **you** with a first-class service at all times and **we'll** make every effort to meet the high standards **we've** set. If **you** feel that **we've** not achieved the standard of service **you** would expect or if **you're** unhappy in any way, then please get in touch.

**By phone:** +356 21 342 342

**By email:** bupa@lifestarinsurance.com

**In writing:** Branch Manager, **Bupa Malta, LifeStar Health Limited**, Testaferata Street, Ta'Xbiex XBX 1403, Malta.

In **your** communication please quote **your** policy number and identity card number and send **us** copies of any relevant documentation together with a detailed description of **your** complaint.

## How will we deal with your complaint and how long is this likely to take?

Within five working days of receipt of **your** complaint **we** will send **you** a written acknowledgment which will include the next steps **we** will take to resolve it. If **we** are unable to resolve **your** complaint within two weeks of receipt of **your** complaint, **we** will inform **you** of the causes of delay and indicate by when the investigation is likely to be completed and the complaint resolved.

**Your** complaint will be dealt with confidentially and won't affect how **we** treat **you** in the future.

If **we** can't settle **your** complaint **you** may be able to refer **your** complaint to either the Office of the Arbiter for Financial Services or the Irish Financial Services and Pensions Ombudsman.

## Taking it Further

To contact the Office of the Arbiter for Financial Services **you** can write to them at: 1st Floor, St Calcedonius Square, Floriana FRN 1530, Malta, or contact them by e-mail at [complaint.info@financialarbiter.org.mt](mailto:complaint.info@financialarbiter.org.mt) or by telephone on +356 21 249 245 (Freephone: 8007 2366).

The Office of the Arbiter for Financial Services will not be able to start reviewing **your** complaint until the payment of the case fee (€25) has been made.

To contact the Irish Financial Services and Pensions Ombudsman **you** can write to them at Lincoln House, Lincoln Place, Dublin 2, D02 VH29, Ireland, or contact them via email at [info@fspo.ie](mailto:info@fspo.ie) or call them on +353 1 567 7000. For more information **you** can visit their website, [www.fspo.ie](http://www.fspo.ie)

The European Commission also provides an online dispute resolution (ODR) platform which allows consumers who purchase online to submit complaints through a central site which forwards the complaint to the relevant Alternative Dispute Resolution (ADR) scheme. For more information about ODR please visit <http://ec.europa.eu/consumers/odr/>

Referring a complaint to any of the above bodies shall be without prejudice to **your** right to take legal proceedings.

## Easier to read information

**We** want to make sure that members with special needs are not excluded in any way. **We** also offer a choice of Braille, large print or audio for **our** letters and literature. Please let **us** know which **you** would prefer.

## Confidentiality

The confidentiality of patient and customer information is of paramount concern to Bupa Global. To this end, Bupa Global fully comply with Data Protection Legislation and Medical Confidentiality Guidelines. Bupa sometimes uses third parties to process data on **our** behalf. Such processing, which may be undertaken outside the EEA (European Economic Area), is subject to contractual restrictions with regard to confidentiality and security obligations in addition to the minimum

requirements imposed by data protection legislation in the **UK**.

Personal data collected about **you** may be used by Bupa to process **your** claims, administer **your** membership, make suggestions about clinically appropriate **treatment**, for research and analytics, in the course of undertaking audits, and to detect and prevent fraud. For further information, please see the **Bupa Malta** Privacy Policy at <http://bupa.com.mt/how-does-it-work/making-a-complaint/item/data-protection>.

Please note that **we** may share any **dependant's** information with the **principal member** (being the person named as the main applicant on the application for the membership), including in relation to **treatment** and services received, claims paid, the amount of any deductible used and, if relevant, any medical history which impacts on the provision of the membership.

In accordance with data protection law, if **you** would like a copy of **your** personal information or **you** would like to update **your** personal information, or if **you** have any other data processing queries please call the **Bupa Malta** service team on +356 21 342 342.

Alternatively **you** can email or write to the team via [bupa@lifestarinsurance.com](mailto:bupa@lifestarinsurance.com); or

#### **Bupa Malta LifeStar Health Limited**

Testaferrata Street  
Ta' Xbiex XBX 1403  
Malta.

## **Privacy Notice**

**We** are committed to protecting **your** privacy when dealing with **your** personal information. This privacy notice provides details about the information **we** collect about **you**, how **we** use it and how **we** protect it. It also provides information about **your** rights (see section 12 '**your** rights').

If **you** have any questions about how **we** handle **your** information, please contact the **Bupa Malta** service team on +356 21 342 342. Alternatively **you** can email or write to the team via [bupa@lifestarinsurance.com](mailto:bupa@lifestarinsurance.com) or **Bupa Malta, LifeStar Health Limited**, Testaferrata Street, Ta' Xbiex XBX 1403, Malta.

**Last updated:** 1 September 2020

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### **1. Information about us**

**Summary:** In this privacy notice, '**Bupa Malta**', '**we**', '**us**' and '**our**' means **LifeStar Health Limited** which is registered as an insurance agent for Bupa Global Designated Activity Company ('Bupa Global EEA').

**More information: LifeStar Health Limited** acts as an insurance agent for Bupa Global Designated Activity Company (Bupa Global DAC), which has passported its services through the European Passport Rights for Insurance and Reinsurance Undertakings. **LifeStar Health Limited** is enrolled as an insurance agent under the Insurance Distribution Act, Cap 487 of the Laws of Malta and is regulated by the Malta Financial Services Authority of Notabile Road, Attard BKR 3000, Malta and subject to limited regulation by the Central Bank of Ireland. Registered office: **LifeStar Health Limited**, Testaferrata Street, Ta' Xbiex XBX 1403, Malta. Company Registration No. C6393.

Bupa Global DAC, trading as Bupa Global, is a designated activity company limited by shares registered in Ireland under company number 623889 and having its registered office at Second Floor, 10 Pembroke Place, Ballsbridge, Dublin 4, DO4 VIW6. Bupa Global DAC, trading as Bupa Global, is regulated by the Central Bank of Ireland.

Bupa Global EEA is part of the Bupa group of companies, for more information on Bupa and the Bupa group of companies please see <https://www.bupaglobal.com/en/legal/legal-notices>.

### **2. Scope of our privacy notice**

**Summary:** This privacy notice applies to anyone who interacts with **us** about **our** products and services ('**you**', '**your**'), in any way (for example, by email, through **our** website, by phone, through **our** app). **We** will give **you** further privacy information if necessary for specific contact methods or in relation to specific products or services.

**More information:** This privacy notice applies to **you** if **you** ask **us** about, buy or use **our** products and services. It describes how **we** handle **your** information, regardless of the way **you** contact **us** (for example, by email, through **our** website, by phone, through **our** app and so on). **We** will provide **you** with further information or notices if necessary, depending on the way **we** interact with each other, for example if **you** use **our** apps **we** may give **you** privacy notices which apply just to a particular type of information which **we** collected through that app.

If **you** have any questions about this, please contact **us** at [bupa@lifestarinsurance.com](mailto:bupa@lifestarinsurance.com)

### **3. How we collect personal information**

**Summary:** **We** collect personal information from **you** and from third parties (anyone acting on **your** behalf, for example, brokers, health-care providers and so on).

**Where you provide us with information about other people, you must make sure that they have seen a copy of this privacy notice and are comfortable with you giving us their information.**

**More information: We** collect personal information from **you**:

- through **your** contact with **us**, including by phone (**we** may record or monitor phone calls to make sure **we** are keeping to legal rules, codes of practice and internal policies, and for quality assurance purposes), by email, through **our** websites, through **our** apps, by post, by filling in application or other forms, by entering competitions, through social media or face-to-face (for example, in medical consultations, diagnosis and **treatment**).

**We** also collect information from other people and organisations.

**For all our customers, we may collect information from:**

- **your** parent or guardian, if **you** are under 18 years old;
- a **family member**, or someone else acting on **your** behalf;
- doctors, other clinicians and health-care professionals, **hospitals**, clinics and other health-care providers;
- any service providers who work with **us** in relation to **your** product or service, if **we** don't provide it to **you** direct, such as providing **you** with apps, medical **treatment**, dental **treatment** or health assessments;
- organisations, such as CACI or Binleys, who carry out customer-satisfaction surveys or market research on **our** behalf, or who provide **us** with statistics and other information (for example, about **your** interests, purchases and type of household) to help **us** to improve **our** products and services;
- fraud-detection and credit-reference agencies; and
- sources which are available to the public, such as the edited electoral register or social media.

**If we provide you with insurance products and services, we may collect information from:**

- the main member, if **you** are a **dependant** under a family insurance policy;
- **your** employer, if **you** are covered by an insurance policy **your** employer has taken out;
- brokers and other agents (this may be **your** broker if **you** have one, or **your** employer's broker if they have one); and
- other third parties **we** work with, such as agents working on **our** behalf, other insurers and reinsurers, actuaries, auditors, solicitors, translators and interpreters, tax advisers, debt-collection agencies, credit-reference agencies, fraud-detection agencies (including health-insurance counter-fraud groups), regulators, data-protection supervisory authorities, health-care professionals, other health-care providers and medical-assistance providers.

**If we provide you with health-care, dental or care-home services, we may collect information from:**

- **your** employer, if **you** are covered by a contract for services **your** employer has taken out or if **we** are providing occupational health services;
- brokers and other agents (this may be **your** broker if **you** have one, or **your** employer's broker if they have one); and
- those paying for the products or services **we** provide to **you**, including other insurers, public-sector commissioners and embassies.

## 4. Categories of personal information

**Summary:** **We** process two categories of personal information about **you** and (where this applies) **your dependants**:

- standard personal information (for example, information **we** use to contact **you**, identify **you** or manage **our** relationship with **you**); and
- special categories of information (for example, health information, information about **your** race, ethnic origin and religion that allows **us** to

tailor **your** care, and information about crime in connection with checks against fraud or anti-money-laundering registers).

**More information:**

**Standard personal information includes:**

- contact information, such as **your** name, username, address, email address and phone numbers;
- the country **you** live in, **your** age, **your** date of birth and national identifiers (such as **your** National Insurance number or passport number);
- information about **your** employment;
- details of any contact **we** have had with **you**, such as any complaints or incidents;
- financial details, such as details about **your** payments and **your** bank details;
- the results of any credit or any anti-fraud checks **we** have made on **you**;
- information about how **you** use **our** products and services, such as insurance claims; and
- information about how **you** use **our** website, apps or other technology, including IP addresses or other device information (please see **our** Cookies Policy available at <https://www.bupaglobal.com/en/legal/cookies> for more details).

**Special category information includes:**

- information about **your** physical or mental health, including genetic information or biometric information (**we** may get this information from application forms **you** have filled in, from notes and reports about **your** health and any **treatment** and care **you** have received or need, or it may be recorded in details of contact **we** have had with **you** such as information about complaints or incidents, and referrals from **your** existing insurance provider, quotes and records of medical services **you** have received);
- information about **your** race, ethnic origin and religion (**we** may get this information from **your** medical or care-home preferences to allow **us** to provide care that is tailored to **your** needs); and

- information about any criminal convictions and offences (**we** may get this information when carrying out anti-fraud or anti-money-laundering checks, or other background screening activity).

## 5. What we use your personal information for

**Summary:** **We** process **your** personal information for the purposes set out in this privacy notice. **We** have also set out some legal reasons why **we** may process **your** personal information (these depend on what category of personal information **we** are processing). **We** normally process standard personal information if this is necessary to provide the services set out in a contract, it is in **our** or a third party's legitimate interests or it is required or allowed by any law that applies. Please see below for more information about this and the reasons why **we** may need to process special category information.

**More information:** By law, **we** must have a lawful reason for processing **your** personal information. **We** process standard personal information about **you** if this is:

- **necessary to provide the services set out in a contract** – if **we** have a contract with **you**, **we** will process **your** personal information in order to fulfil that contract (that is, to provide **you** and **your dependants** with **our** products and services);
- **in our or a third party's legitimate interests** – details of those legitimate interests are set out in more detail in section 6 'legitimate interests' below.
- **required or allowed by law.**

**We** process special category information about **you** because:

- **it is necessary for the purposes of preventive or occupational medicine**, to assess whether **you** are able to work, medical diagnosis, to provide health or social care or **treatment**, or to manage health-care or social-care systems (including to monitor whether **we** are meeting expectations relating to **our** clinical and non-clinical performance);

- **it is necessary for an insurance purpose** (for example, advising on, arranging, providing or managing an insurance contract, dealing with a claim made under an insurance contract, or relating to rights and responsibilities arising in connection with an insurance contract or law);
- **it is necessary to establish, make or defend legal claims** (for example, claims against **us** for insurance);
- **it is necessary for the purposes of preventing or detecting an unlawful act** in circumstances where **we** must carry out checks without **your** permission so as not to affect the outcome of those checks (for example, anti-fraud and anti-money-laundering checks or to check other unlawful behaviour, or carry out investigations with other insurers and third parties for the purpose of detecting fraud);
- **it is necessary for a purpose designed to protect the public against dishonesty, malpractice or other seriously improper behaviour** (for example, investigations in response to a safeguarding concern, a member's complaint or a regulator (such as the Care Quality Commission or the General Medical Council) telling **us** about an issue);
- **it is in the public interest, in line with any laws that apply;**
- **it is information that you have made public; or**
- **we have your permission.** As is best practice, **we** will only ask **you** for permission to process **your** personal information if there is no other legal reason to process it. If **we** need to ask for **your** permission, **we** will make it clear that this is what **we** are asking for, and ask **you** to confirm **your** choice to give **us** that permission. If **we** cannot provide a product or service without **your** permission (for example, **we** can't manage and run a health trust without health information), **we** will make this clear when **we** ask for **your** permission. If **you** later withdraw **your** permission, **we** will no longer be able to provide **you** with a product or service that relies on having **your** permission.

## 6. Legitimate interests

**Summary:** We process **your** personal information for a number of legitimate interests, including managing all aspects of **our** relationship with **you**, for marketing, to help **us** improve **our** services and products, and in order to exercise **our** rights or handle claims. More detailed information about **our** legitimate interests is set out below.

**More information:** Legitimate interest is one of the legal reasons why **we** may process **your** personal information. Taking into account **your** interests, rights and freedoms, legitimate interests which allow **us** to process **your** personal information include:

- to manage **our** relationship with **you**, **our** business and third parties who provide products or services for **us** (for example, to check that **you** have received a service that **you're** covered for, to validate invoices and so on);
- to provide health-care services on behalf of a third party (for example, **your** employer);
- to make sure that claims are handled efficiently and to investigate complaints (for example, **we** may ask **your treatment** provider for information to make sure **we** receive accurate information and to monitor the quality of **your treatment** and care);
- to keep **our** records up to date and to provide **you** with marketing as allowed by law;
- to develop and carry out marketing activities and to show **you** information that is of interest to **you**, based on **our** understanding of **your** preferences (**we** combine information **you** give **us** with information **we** receive about **you** from third parties to help **us** understand **you** better);
- for statistical research and analysis so that **we** can monitor and improve products, services, websites and apps, or develop new ones;
- to contact **you** about market research **we** are carrying out;
- to monitor how well **we** are meeting **our** clinical and non-clinical performance expectations in the case of health-care providers;
- to enforce or apply **our** website terms of use, **our** policy terms and conditions or other

contracts, or to protect **our** (or **our** customers' or other people's) rights, property or safety;

- to exercise **our** rights, to defend ourselves from claims and to keep to laws and regulations that apply to **us** and the third parties **we** work with; and
- to take part in, or be the subject of, any sale, purchase, merger or takeover of all or part of the Bupa business.

## 7. Processing for profiling and automated decision-making

**Summary:** Like many businesses, **we** sometimes use automation to provide **you** with a quicker, better, more consistent and fair service, and marketing information **we** think will be of interest to **you** (including discounts on **our** products and services). This will involve evaluating information about **you** and, in some cases, using technology to provide **you** with automatic responses or decisions (automated decisions). Please see 'more information' below for further details.

**You** have the right to object to direct marketing and profiling relating to direct marketing (see section 13 '**your** rights' for more information). **You** may also have the right to object to other types of profiling and automated decision-making set out below. In these cases, **you** have the right to ask **us** to make sure that one of **our** advisers reviews an automated decision, to let **us** know how **you** feel about it and to ask **us** to reconsider the decision. **You** can contact **us** to exercise these rights. See section 14 'data protection contacts' for full contact details.

### More information:

By law, **we** must tell **you** about:

- automated decision-making (making a decision using technology, without any person being involved); and
- profiling (automated processing of **your** information to help **us** evaluate certain things about **you**, for example, **your** personal preferences and **your** interests).

This is because **you** have certain rights relating to both automated decision-making and profiling. **You** have the right to object to profiling relating to direct marketing. If **you** do this, **we** will no longer carry out profiling for direct marketing purposes. **You** also have the right to object to profiling in other circumstances set out below.

When **we** make decisions using only automated processing which produce legal effects which concern **you** or which have a significant effect on **you**, **we** will let **you** know. **You** then have 21 days to ask **us** to reconsider **our** decision or to make a new decision that is not based only on automated processing. If **we** receive a request from **you**, within 21 days of receiving **your** request, **we** will:

- consider the request, including any information **you** have provided that is relevant to it;
- meet **your** request; and
- let **you** know in writing what **we** have done to meet **your** request, and the outcome.

**You** can contact **us** (see section 14 'data protection contacts' for details) to ask about these rights (see section 13 '**your** rights' for more details).

### Profiling and automated decision-making

The processes set out below involve both profiling and automated decision-making.

- Depending on the type of health-insurance product that **you** want to benefit from, to help **us** decide what level of cover **we** can offer **you**, **we** will ask **you** to provide information about **your** medical history. **We** may use software to review this information to find out whether **you** have any previous or existing health conditions which **we** cannot cover **you** for and which will be excluded from **your** policy.
- **We** may use software to help **us** calculate the price of products and services based on what **we** know about **you** and other customers. For example, **our** technology may analyse information about **your** claims history and compare it with the information **we** hold about previous claims to evaluate how likely **you** are to need to make a claim. **We** may also evaluate **your** age, where **you** live and other details relating to **your** health (such as existing health

conditions and whether **you** smoke) to calculate prices for community-rated products which are based on predefined groups with similar risk profiles.

### Profiling

The processes set out below involve profiling.

- In order to improve outcomes and be more efficient, and allow **us** to offer advice about different **treatment** paths (for example, alternatives to surgery or other invasive **treatments**), **we** may use software to evaluate medical history and information about the general population in an area to identify customers who are likely to need that advice most.
- When **your** policy is due for renewal, **our** software tells **us** this and may also evaluate **your** payment and claims history, information about the general information in a particular area, and other information from third parties to automatically provide **you** with information about what incentives **we** can offer **you** and the marketing messages **you** will receive.
- **We** ask other organisations to carry out some of **our** consumer and market analysis to improve **our** marketing processes. This involves sharing personal information relating to **our** customers with third parties who specialise in profiling and segmenting people (putting people into groups of different types of customer, based on different kinds of information collected about them, to help **us** to better target **our** products to them). These companies match the information **we** give them with information they get from other sources to improve the accuracy of their analysis. **We** use the results of this analysis to help **us** target marketing and offers.
- **We** may use information about the products **you** have bought, and information about what other customers who have bought the same products **you** have bought, to make sure **we** send **you** information about the products **you** are most likely to be interested in.
- **We** may share **your** personal information (including **your** name, date of birth, sex and the country **you** live in) with third-party companies, such as FINSCAN, who **we** use to

carry out anti-fraud checks. **We** will review any matches from this process. (**We** will not use automated decision-making for this.)

## 8. Sharing your information

**Summary:** **We** share **your** information with Bupa Global EEA, with relevant policyholders (including **your** employer if **you** are covered under a group scheme), with funders arranging services on **your** behalf, with people acting on **your** behalf (for example, brokers and other agents) and with others who help **us** provide services to **you** (for example, health-care providers and medical-assistance providers) or who **we** need information from to allow **us** to handle or confirm claims or entitlements (for example, professional associations). **We** also share **your** information in line with the law.

**More information:** **We** sometimes need to share **your** information with other people or organisations for the purposes set out in this privacy notice.

### For all our customers, we share your information with:

- other members of the Bupa Global EEA;
- other organisations **you** belong to, or are professionally associated with, in order to confirm **your** entitlement to claim discounts on **our** products and services;
- doctors, clinicians and other health-care professionals, **hospitals**, clinics and other health-care providers;
- suppliers who help deliver products or services on **our** behalf;
- people or organisations **we** have to, or are allowed to, share **your** personal information with by law (for example, for fraud-prevention or safeguarding purposes, including with the Care Quality Commission);
- the police and other law-enforcement agencies to help them perform their duties, or with others if **we** have to do this by law or under a court order;
- if **we**, Bupa Global EEA sell or buy any business or assets, the potential buyer or seller of that business or those assets; and

- a third party who takes over any or all of the Bupa Group's assets (in which case personal information **we** hold about **our** customers or visitors to the website may be one of the assets the third party takes over).

### If we provide insurance or manage a health-care trust, we share your information with:

- the policyholder or their agent if **you** are not the main member under an individual policy (**we** will send them all membership documents and confirmation of how **we** have dealt with a claim, and all people who are insured on the policy may have access to correspondence and other information **we** provide through **our** online portal);
- **your** employer (or a their broker or agent) for product or service administration purposes if **you** are a member or beneficiary under **your** employer's group scheme;
- **your** broker or agent (or both);
- other third parties **we** work with to provide **our** products and services, such as agents working on **our** behalf, other insurers and reinsurers, actuaries, auditors, solicitors, translators and interpreters, tax advisers, debt-collection agencies, credit-reference agencies, fraud-detection agencies (including health-insurance counter-fraud groups), regulators, data-protection supervisory authorities, health-care professionals, health-care providers and medical-assistance providers; and
- organisations who provide **your treatment** and other benefits, including travel-assistance services.

### If we provide health-care, dental and care-home services, we share your information with:

- **your** employer, if **your** employer is paying for the services **we** are providing;
- **our** insurance partners, for example, brokers, reinsurers, actuaries, auditors, solicitors, translators and interpreters, tax advisers, debt-collection agencies, credit-reference agencies, fraud-detection agencies, regulators, data-

protection supervisory authorities;

- those paying for the products or services **we** provide to **you**, including insurers, public-sector commissioners and embassies;
- those providing **your treatment** and other benefits;
- national registries such as the Cancer Registry;
- national screening databases, such as the NHS Cervical Screening recall system;
- government authorities and agencies, including the Health Protection Agency (for infectious diseases such as TB and meningitis); and
- organisations that carry out patient surveys on **our** behalf (for example, NPS).

If **we** share **your** personal information, **we** will make sure appropriate protection is in place to protect **your** personal information in line with data-protection laws.

## 9. Anonymised and combined information

**We** support ethically approved clinical research. **We** may use anonymised information (with all names and other identifying information removed) or information that is combined with other people's information, or reveal it to others, for research or statistical purposes. **You** cannot be identified from this information and **we** will only share the information in line with legal **agreements** which set out an agreed, limited purpose and prevent the information being used for commercial gain.

## 10. Transferring information outside the European Economic Area (EEA)

**We** deal with many international organisations and use global information systems. As a result, **we** transfer **your** personal information to countries outside the EEA (the EU member states plus Norway, Liechtenstein and Iceland) for the purposes set out in this privacy notice. Not all countries outside the EEA have data-protection laws that are similar to those in the EEA and if so, the European Commission may not consider those countries as providing an adequate level of data protection.

**We** take steps to make sure that, when **we** transfer **your** personal information to another country, appropriate protection is in place, in line with data-protection laws. Often, this protection is set out under a contract with the organisation who receives that information. For more information about this protection, please contact **us** at [bupa@lifestarinsurance.com](mailto:bupa@lifestarinsurance.com)

## 11. How long we keep your personal information

**We** keep **your** personal information in line with set periods calculated using the following criteria.

- How long **you** have been a customer with **us**, the types of products or services **you** have with **us**, and when **you** will stop being **our** customer.
- How long it is reasonable to keep records to show **we** have met the obligations **we** have to **you** and by law.
- Any time limits for making a claim.
- Any periods for keeping information which are set by law or recommended by regulators, professional bodies or associations.
- Any relevant proceedings that apply.

If **you** would like more information about how long **we** will keep **your** information for, please contact **us** at [bupa@lifestarinsurance.com](mailto:bupa@lifestarinsurance.com)

## 12. Your rights

**Summary:** **You** have the right to access **your** information and to ask **us** to correct any mistakes and delete and restrict the use of **your** information. **You** also have the right to object to **us** using **your** information, to ask **us** to transfer of information **you** have provided, to withdraw permission **you** have given **us** to use **your** information and to ask **us** not to use automated decision-making which will affect **you**.

**More information:** **You** have the following rights (certain exceptions apply).

- **Right of access:** **You** have the right to make a written request for details of **your** personal information and a copy of that personal information.



- **Right to rectification:** You have the right to have inaccurate information about **you** corrected or removed.
- **Right to erasure ('right to be forgotten'):** You have the right to have certain personal information about **you** deleted from **our** records.
- **Right to restriction of processing:** You have the right to ask **us** to use **your** personal information for restricted purposes only.
- **Right to object:** You have the right to object to **us** processing (including profiling) **your** personal information in cases where **our** processing is based on a task carried out in the public interest or where **we** have let **you** know it is necessary to process **your** information for **our** or a third party's legitimate interests. You can object to **us** using **your** information for direct marketing and profiling purposes in relation to direct marketing.
- **Right to data portability:** You have the right to ask **us** to transfer the personal information **you** have given **us** to **you** or to someone else in a format that can be read by computer.
- **Right to withdraw consent:** You have the right to withdraw any permission **you** have given **us** to handle **your** personal information. If **you** withdraw **your** permission, this will not affect the lawfulness of how **we** used **your** personal information before **you** withdrew permission, and **we** will let **you** know if **we** will no longer be able to provide **you** with **your** chosen product or service.
- **Right in relation to automated decisions:** You have the right not to have a decision which produces legal effects which concern **you** or which have a significant effect on **you** based only on automated processing, unless this is necessary for entering into a contract with **you**, it is authorised by law or **you** have given **your** permission for this. **We** will let **you** know if **we** make automated decisions, **our** legal reasons for doing this and the rights **you** have.

Please note: Other than **your** right to object to **us** using **your** information for direct marketing (and profiling for the purposes of direct marketing), **your** rights are not absolute. This means they do not always apply in all cases, and **we** will let **you** know in **our** correspondence with **you** how **we** will be able to meet **your** request relating to **your** rights.

If **you** make a request, **we** will ask **you** to confirm **your** identity if **we** need to, and to provide information that helps **us** to understand **your** request better. If **we** do not meet **your** request, **we** will explain why.

In order to exercise **your** rights, please contact **us** at [bupa@lifestarinsurance.com](mailto:bupa@lifestarinsurance.com)

### 13. Data-protection contacts

If **you** have any questions, comments, complaints or suggestions in relation to this notice, or any other concerns about the way in which **we** process information about **you**, please contact **our** service team on: +356 21 342 342.

Alternatively **you** can email or write to **our** Data Protection Officer or Privacy Team at [gdpr@lifestarinsurance.com](mailto:gdpr@lifestarinsurance.com) or:

**Bupa Malta, LifeStar Health Limited,**  
Testaferrata Street, Ta' Xbiex XBX 1403, Malta.

**You** also have a right to make a complaint to **your** local privacy supervisory authority.

The contact details for the Information and Data Protection Commissioner are as follows:

Information and Data Protection Commissioner,  
Level 2, Airways House, High Street, Sliema SLM 1549, Malta.

**Phone:** +356 2328 7100  
**Email:** [idpc.info@idpc.org.mt](mailto:idpc.info@idpc.org.mt)

**You** can also make a complaint with another supervisory authority which is based in the country or territory where:

- **you** live;
- **you** work; or
- the matter **you** are complaining about took place.

### 14. Changes to this privacy notice

**We** reserve the right to amend this privacy notice at any time, including in relation to the processing activities described above which may change from time to time. **You** can access the most recent version of this privacy notice on **our** website at <http://www.bupa.com.mt/privacy-notice>.

## Glossary

This explains what **we** mean by various words and phrases in **your** membership pack. Words written in bold are particularly important as they have specific meanings.

Defined term	Description
<b>Active treatment:</b>	<b>Treatment</b> from a <b>medical practitioner</b> of a disease, illness or injury that leads to <b>your</b> recovery, conservation of <b>your</b> condition or to restore <b>you</b> to <b>your</b> previous state of health as quickly as possible.
<b>Agreement:</b>	The <b>agreement</b> between <b>Bupa Malta</b> and the <b>sponsor</b> under which <b>we</b> have accepted <b>you</b> into membership of the plan.
<b>Annual deductible:</b>	The amount <b>you</b> , the <b>principal member</b> have to pay towards the cost of the <b>treatment</b> that <b>you</b> receive each <b>membership year</b> that would otherwise be covered under <b>your</b> membership. The amount of <b>your annual deductible</b> is shown on <b>your</b> membership certificate. The <b>annual deductible</b> applies separately to each person covered under <b>your</b> membership.
<b>Appliance:</b>	A knee brace which is an essential part of a repair to a cruciate (knee) ligament or a spinal support which is an essential part of surgery to the spine.
<b>Bupa Malta:</b>	Bupa Global Designated Activity Company. <b>Bupa Malta</b> may also be used to refer to other companies in the Bupa group which may provide administration services in connection with <b>your Bupa Malta</b> plan, or to <b>LifeStar Health Limited</b> .
<b>Complementary medicine practitioner:</b>	An acupuncturist, homeopath or traditional Chinese medicine practitioner who is fully trained and legally qualified and permitted to practice by the relevant authorities in the country in which the <b>treatment</b> is received.

Defined term	Description
<b>Consultant:</b>	<p><b>For treatment in Malta</b></p> <p>A surgeon, anaesthetist or physician who:</p> <ul style="list-style-type: none"> <li>○ is under the age of 70 years, and</li> <li>○ is duly registered and authorised under the Laws of Malta to practice his speciality, and</li> <li>○ whose name is listed in the appropriate specialist register kept by the Medical Council of Malta, and</li> <li>○ who has been approved by <b>Bupa Malta</b> as a specialist.</li> </ul>
<b>Day-case treatment:</b>	<b>Treatment</b> which for medical reasons requires <b>you</b> to stay in a bed in <b>hospital</b> during the day only. <b>We</b> do not require <b>you</b> to occupy a bed for day-case psychiatric <b>treatment</b> .
<b>Dental practitioner</b>	<p>A person who:</p> <ul style="list-style-type: none"> <li>- is legally qualified to practice dentistry,</li> <li>- is recognised by the relevant authorities in the country in which the <b>treatment</b> takes place as having a specialised qualification following attendance at a recognised dental school, and</li> <li>- is permitted to practice dentistry by the relevant authorities in the country where the dental <b>treatment</b> takes place</li> </ul> <p>Examples of a specialised qualification in the field of dentistry may include (but are not limited to) periodontics or paediatric dentistry.</p>
<b>Dependants:</b>	The other people named on <b>your</b> membership certificate as being members of the plan and who are eligible to be members, including newborn children.
<b>Diagnostic tests:</b>	Investigations, such as X-rays or blood tests, to find the cause of <b>your</b> symptoms.
<b>Emergency:</b>	A serious medical condition or symptoms resulting from a disease, illness or injury which arises suddenly and, in the judgment of a reasonable person, requires immediate <b>treatment</b> , generally within 24 hours of onset, and which would otherwise put <b>your</b> health at risk.

Defined term	Description
<b>Epidemic:</b>	An outbreak of a contagious and infective disease that spreads quickly, affecting more persons than expected in a given time period, in a locality where the disease is not permanently prevalent or its normal prevalence have been exceeded.
<b>Family doctor:</b>	<p>A person who:</p> <ul style="list-style-type: none"> <li>○ is legally qualified in medical practice following attendance at a recognised medical school to provide medical <b>treatment</b> which does not need a <b>consultant's</b> training, and</li> <li>○ is licensed to practice medicine in the country where the <b>treatment</b> is received</li> </ul> <p>By recognised medical school <b>we</b> mean a medical school which is listed in the World Directory of Medical Schools as published from time to time by the World Health Organisation.</p>
<b>Family Members:</b>	Persons of a family relationship (related to <b>you</b> by blood or by law or otherwise). A full list of the family relationships falling within this definition is available on request.
<b>Hospital:</b>	<p>A centre of <b>treatment</b> which is registered, or recognised under the local country's laws, as existing primarily for:</p> <ul style="list-style-type: none"> <li>○ carrying out major <b>surgical operations</b>, or</li> <li>○ providing <b>treatment</b> which only <b>consultants</b> can provide</li> </ul>
<b>In-patient treatment:</b>	<b>Treatment</b> which for medical reasons normally means that <b>you</b> have to stay in a <b>hospital</b> bed overnight or longer.

Defined term	Description
<b>Intensive care:</b>	<p><b>Intensive care</b> includes:</p> <ul style="list-style-type: none"> <li>○ High Dependency Unit (HDU): a unit that provides a higher level of medical care and monitoring, for example in single organ system failure.</li> <li>○ Intensive Therapy Unit / <b>Intensive Care</b> Unit (ITU/ICU): a unit that provides the highest level of care, for example in multi-organ failure or in case of intubated mechanical ventilation.</li> <li>○ Coronary Care Unit (CCU): a unit that provides a higher level of cardiac monitoring.</li> </ul>
<b>LifeStar Health Limited</b>	<b>LifeStar Health Limited;</b> Bupa Global Designated Activity Company's local agent and <b>service partner</b> in Malta.
<b>Medical practitioner:</b>	A <b>complementary medicine practitioner, consultant, dental practitioner, family doctor, psychologist, psychotherapist, physiotherapists, osteopaths, chiropractors or therapist</b> who provides <b>active treatment</b> of a known condition.
<b>Membership year:</b>	The 12 month period for which this membership is effective, as first shown on <b>your</b> membership certificate and, if this health plan is renewed, each 12 month period which follows the <b>renewal date</b> .
<b>Mental health treatment:</b>	<b>Treatment</b> of mental conditions, including eating disorders.
<b>Mini Minor procedure</b>	A surgical procedure performed under a local anaesthetic by a <b>family doctor</b> .
<b>Network:</b>	A <b>hospital, pharmacy,</b> or similar facility, or <b>medical practitioner</b> which has an <b>agreement</b> in effect with <b>Bupa Malta</b> or <b>service partner</b> to provide <b>you</b> with eligible <b>treatment</b> .
<b>Out-patient treatment:</b>	<b>Treatment</b> given at a <b>hospital, consulting room, doctors' office</b> or out-patient clinic where <b>you</b> do not go in for <b>in-patient treatment</b> or <b>day-case treatment</b> .
<b>Pandemic:</b>	An <b>epidemic</b> occurring over a widespread area (multiple countries or continents) and usually affecting a substantial proportion of the population.

Defined term	Description
<b>Persistent vegetative state:</b>	<ul style="list-style-type: none"> <li>○ a state of profound unconsciousness, with no sign of awareness or a functioning mind, even if the person can open their eyes and breathe unaided, and</li> <li>○ the person does not respond to stimuli such as calling their name, or touching</li> </ul> <p>The state must have remained for at least four weeks with no sign of improvement, when all reasonable attempts have been made to alleviate this condition.</p>
<b>Pharmacy</b>	A facility where prescribed drugs are prepared or sold.
<b>Physiotherapy, osteopathy and chiropractic treatment:</b>	Practitioners must be fully trained and legally qualified and permitted to practice by the relevant authorities in the country where the <b>treatment</b> is received.
<b>Pre-existing condition:</b>	<ul style="list-style-type: none"> <li>○ any medical condition declared in <b>your</b> application for cover which has been noted as a 'personal exclusion' under <b>your</b> membership certificate; or</li> <li>○ any disease, illness or injury for which <b>you</b> received medication, advice or <b>treatment</b>, or <b>you</b> had experienced symptoms of</li> </ul> <p>whether the condition was diagnosed or not, prior to becoming a member which was not disclosed under <b>your</b> application for cover.</p> <p>Where <b>we</b> have accepted <b>your</b> transfer to this plan from another insurance product on a continuous cover basis, the above reference to 'application for cover' shall be deemed to mean <b>your</b> original application for cover under that previous insurance product.</p>
<b>Principal member:</b>	The person who has taken out the membership, and is the first person named on the membership certificate. Please refer to ' <b>you/your</b> '.

Defined term	Description
<b>Qualified nurse:</b>	A nurse whose name is currently on any register or roll of nurses maintained by any statutory nursing registration body in the country where the <b>treatment</b> takes place.
<b>Reasonable and Customary</b>	The 'usual', or 'accepted standard' amount payable for a specific healthcare <b>treatment</b> , procedure or service in a particular geographical region, and provided by <b>treatment</b> providers of comparable quality and experience. These charge levels may be governed by guidelines published by relevant government or official medical bodies in the particular geographical region, or may be determined by <b>our</b> experience of usual, and most common, charges in that region.
<b>Recognised medical practitioner, hospital or healthcare facility</b>	Any provider who is not an <b>unrecognised medical practitioner</b> , hospital or healthcare facility.
<b>Rehabilitation:</b>	<b>Treatment</b> in the form of a combination of therapies such as physical, occupational and speech therapy aimed at restoring full function after an acute event such as a stroke.
<b>Renewal date:</b>	Each anniversary of the date <b>you</b> , the <b>principal member</b> joined the plan. (If however <b>you</b> are a member of a <b>Bupa Malta</b> group plan with a common <b>renewal date</b> for all members, <b>your renewal date</b> will be the common <b>renewal date</b> for the group. <b>We</b> tell <b>you</b> the group <b>renewal date</b> when <b>you</b> join.)
<b>Service partner:</b>	A company or organisation that provides services on behalf of <b>Bupa Malta</b> . These services may include approval of cover and location of local medical facilities.
<b>Sound natural tooth / Sound natural teeth:</b>	A natural tooth that is free of active clinical decay, has no gum disease associated with bone loss, no caps, crowns, or veneers, that is not a dental implant and that functions normally in chewing and speech.
<b>Specified country of nationality:</b>	The country of nationality specified by <b>you</b> in <b>your</b> application form or as advised to <b>us</b> in writing, which ever is the later.

Defined term	Description
<b>Specified country of residence:</b>	The country of residence specified by <b>you</b> in <b>your</b> application and shown in <b>your</b> membership certificate, or as advised to <b>us</b> in writing, which ever is the later. The country <b>you</b> specify must be the country in which the relevant authorities (such as tax authorities) consider <b>you</b> to be resident for the duration of the policy.
<b>Sponsor:</b>	The company, firm or individual with whom <b>we</b> have entered into an <b>agreement</b> to provide <b>you</b> with cover under the plan.
<b>Surgical operation:</b>	A medical procedure that involves the use of instruments or equipment.
<b>Therapists:</b>	An occupational <b>therapist</b> , orthoptist, dietician or speech <b>therapist</b> who is legally qualified and is permitted to practice as such in the country where the <b>treatment</b> is received.
<b>Treatment:</b>	Surgical or medical services (including <b>diagnostic tests</b> ) that are needed to diagnose, relieve or cure a condition, disease, illness or injury.
<b>UK:</b>	Great Britain and Northern Ireland.

Defined term	Description
<b>Unrecognised medical practitioner, hospital or healthcare facility</b>	<ul style="list-style-type: none"> <li>○ <b>Treatment</b> provided by a <b>medical practitioner, hospital or healthcare facility</b> which are not recognised by the relevant authorities in the country where the <b>treatment</b> takes place as having specialist knowledge, or expertise in, the <b>treatment</b> of the disease, illness or injury being treated.</li> <li>○ Self <b>treatment</b> or <b>treatment</b> provided by anyone with the same residence, <b>Family Members</b> (persons of a family, related to <b>you</b> by blood or by law or otherwise). A full list of the family relationships falling within this definition are available on request.</li> <li>○ <b>Treatment</b> provided by a <b>medical practitioner, hospital or healthcare facility</b> which are to whom <b>we</b> have sent a written notice that <b>we</b> no longer recognise them for the purposes of <b>our</b> health plans. <b>You</b> can contact <b>us</b> by telephone for details of <b>treatment</b> providers <b>we</b> have sent written notice to or visit Facilities Finder at <a href="http://bupaglobal.com/en/facilities/finder">bupaglobal.com/en/facilities/finder</a></li> </ul>
<b>We/us/our:</b>	<b>Bupa Malta.</b>
<b>You/your:</b>	This means <b>you</b> , the <b>principal member</b> and <b>your dependants</b> unless <b>we</b> have expressly stated otherwise that the provisions only refer to the <b>principal member</b> .

