

GUERNSEY



Guernsey

This booklet explains **your** benefits, limits and exclusions with detailed rules on how to use them.

From 1 April 2019

bupaglobal.com

Contents

- 2 Introduction
- 2 Bupa Global Guernsey plan rules
- 9 Notes on benefits
- 10 Table of benefits
- 17 Privacy Notice

Introduction

This booklet contains the rules of **your Bupa Global** Guernsey plan which form the basis of the contract between Bupa and **you**, the member. However, where **you** are a member of a group the rules form the basis of the contract between Bupa and **your sponsor**.

If **you** have any queries about the rules of **your** plan, please contact:

General Service:
+44 (0) 1273 323 563

Medical related enquiries:
+44 (0) 1273 333 911

Your calls may be recorded or monitored

Bupa Global,
Victory House
Trafalgar Place
Brighton
BN1 4FY
United Kingdom

Telephone: 01273 32 35 63
Fax: 01273 82 05 17
Email: info@bupa-intl.com

Contact details changed?

It's very important that **you** let us know when **you** change **your** contact details (correspondence address, email or telephone). We need to keep in touch with **you** so we can provide **you** with important information regarding **your** plan or **your** claims. Simply log onto MembersWorld or call, email or write to us.

Bupa Global Guernsey plan rules

1.

1.0: These rules must be read as a whole and in conjunction with all the following:

- the table of benefits (including the notes within it) at the back of this guide, that apply to **your** cover as shown on **your** membership card, and

- the **principal member's** enrolment form, and
- the **principal member's** membership certificate

In section 22 we have given particular words specific definitions, which are used in this guide.

The purpose of the **Bupa Global** Guernsey plan is to assist where an acute episode of illness or injury makes it necessary to receive **treatment** from **specialists**.

There is no undertaking to pay for any costs arising from any illnesses or injuries which existed before **you** first became a member ('**pre-existing conditions**'). The terms '**treatment**', '**specialist**' and '**pre-existing condition**' are defined in rule 22 together with other terms.

Guernsey Plan Individual Member legal agreement

You (the **principal member**) have formed an agreement with **Bupa Global** about **your** cover on the **Bupa Global** Guernsey plan. Only **you** and **Bupa Global** have legal rights under this agreement. This means that only **you** and no-one else may enforce the terms of this agreement, either under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

You, or anyone else who is covered under **your** membership, have complete access to our complaints and dispute resolution service.

Guernsey Plan Company legal agreement

Where **you** are a member of a group the **Bupa Global** Guernsey Company plan is a group insurance plan. **you** are therefore one of a group of members, which has a **sponsor** (normally the company that **you**, the **principal member** work for).

This plan is governed by an agreement between **your sponsor** and **Bupa Global**, which covers the terms and conditions of **your** membership. This means that there is no legal contract between **you** and **Bupa Global**. Only the **sponsor** and **Bupa Global** have legal rights under the agreement relating to **your** cover, and only they can enforce

the agreement.

As a member of the plan, **you** do have access to our complaints process. This includes the use of any dispute resolution service we have for our members.

2.

2.0: No changes to these contractual terms will be valid and effective unless made as a matter of record and duly confirmed by **Bupa Global** in writing. Unconfirmed verbal communications cannot override the written terms of the contract or amount to any agreement to vary any of its terms.

If **you** telephone our staff they will always be glad to provide general advice based on the information **you** give them. However, to avoid any scope for misunderstanding, please ask for written confirmation if **you** should ever consider that a change in the terms of the contract arises from any verbal contact with **Bupa Global's** staff or agents.

3. Membership

3.0: All applications for enrolment of members and their **eligible dependants** are subject to the requirements set out in **Bupa Global's** application form. The applicant must make full and complete written disclosure of all the information required by the form. Eligibility for membership shall be restricted to persons who are resident in the Bailiwick of Guernsey.

Please see rule 13(a)

4. Refunding your subscriptions

4.0: (Guernsey individual plan only) Cancellation of your membership or removal of a dependant from cover within the first 28 days

If **you**, the **principal member**, choose to cancel **your** membership within 28 days of receiving **your** first membership certificate for that membership **year**, and **you** have not made any claims in respect of that initial 28 day period, we will make a full refund to **you**, the **principal member**, of all subscriptions paid for that membership **year**. Where a claim has been made in respect of the initial 28 day period, **you**, the **principal member**,

will be deemed to have affirmed **your** membership and the cancellation will be treated as a cancellation made during the membership **year** (see below).

If **you**, the **principal member**, choose to cancel the membership of a dependant within 28 days of receiving the first membership certificate for that membership **year** which names that dependant on the plan, and no claims have been made in respect that dependant for the initial 28 day period, we will make a full refund **you**, the **principal member**, of all subscriptions paid in respect of that dependant for that membership **year**. Where a claim has been made in respect of the initial 28 day period, **you**, the **principal member**, will be deemed to have affirmed the dependant's cover under the plan and the cancellation will be treated as a cancellation during the membership **year** (see below).

Cancellation of your membership or removal of a dependant from cover during the membership year

If **you**, the **principal member**, choose to cancel **your** membership following the initial 28 days of receiving **your** first membership certificate for that membership **year** (or where cancellation is requested within the initial 28 day period and a claim has been made under the membership for that period), we will refund the amount of any subscriptions paid to us for the period following the date on which the cancellation of membership takes effect (i.e. from the 1st day of the following month from us being notified of the request).

If **you**, the **principal member**, choose to remove a dependant from cover following the initial 28 days of receiving the first membership certificate for that membership **year** which names that dependant on the plan (or where cancellation is requested within the initial 28 day period and a claim has been made under the dependant's cover for that period), we will refund the amount of any subscriptions paid to us for the period following the date on which the removal of the dependant takes effect (i.e. from the 1st day of the following month from us being notified of the request).

Such pro-rata return of any advance paid subscriptions will be made to the original payment source and method as the subscriptions were paid. We reserve the right to deduct any payment **you** may owe us from any refund.

Country of residence

You must let us know (or let **your sponsor** know if **your** plan is a Guernsey Company Plan) if **you** cease to be resident of the Bailiwick of Guernsey. This may terminate **your** plan. However we may be able to offer **you** an alternative Bupa plan without further medical underwriting. **you** may also be entitled to retain **your** continuity of **Bupa Global** membership, which means that for those benefits which are not covered until **you** have been a member for a certain period, the time **you** were a member of this plan will count towards that. Please note that if **you** request a transfer to a plan insured by a local partner of **Bupa Global**, we will have to share **your** personal information and medical history with the local partner. For a list of our local partners and whether we can offer this transfer service please call **Bupa Global** customer services helpline.

5. Adding dependants

5.0: (Guernsey Individual Plan)

You may apply to include any of **your** dependants under **your** membership providing **you** fill in an "Adding Members form".

(Guernsey group plan)

If **your sponsor** agrees **you** may apply to include any of **your** dependants under **your** membership providing **you** fill in an "Adding Members form".

6. Renewal

6.0: (Guernsey Individual Plan)

Your membership will continue automatically, regardless of **your** age or state of health. We will write to **you** and let **you** know:

- any changes to the benefits provided
- any changes to **your** membership guide, or
- the subscriptions and other charges payable

Any new changes will come into effect after **your** renewal date only. In some circumstances, we may decide to end the plan **you** are a member of. This is a rare event, but if it does happen we will do our best to make sure **you** are not inconvenienced in any way. We will:

- offer **you** membership of another suitable plan, wherever possible, or
- transfer **your** membership within one month without any new personal restrictions or exclusions

Renewal of membership shall be restricted to persons who are resident in the Bailiwick of Guernsey.

(Guernsey group plan)

The renewal of **your** membership is subject to **your sponsor** renewing **your** membership under the agreement. Renewal of membership shall be restricted to persons who are resident in the Bailiwick of Guernsey.

6.1: Making changes to your cover (Guernsey Individual Plan)

Your membership with us is an annual contract.

This means that we can only make changes to **your** membership from **your** renewal date.

(Guernsey group plan)

The terms and conditions of **your** membership may be changed by agreement between **your sponsor** and **Bupa Global**.

6.2: If we make changes

(Guernsey Individual plan)

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

These changes could affect, for example:

- how much **your** subscriptions will be
- how often **you** have to pay them
- the cover **you** receive

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

(Guernsey group plan)

Renewal of a group shall be subject to the arrangements set out in the agreement between the **sponsor** and **Bupa Global**.

7. Subscriptions

7.0: (Guernsey Individual plan)

You 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 and period of payment **you** have chosen are shown on **your** invoice.

Your subscriptions should only be paid directly to **Bupa Global**. 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 Global** will not be responsible for any subscriptions paid to a third party.

Subscriptions are collected by Bupa Insurance Services Limited who act as our agent for the purpose of receiving and holding premiums, making claims and refunds. **Your** subscriptions are protected by an agreement between us and Bupa Insurance Services Limited. The amount and method of payment is shown in **your** membership certificate.

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

In addition to paying subscriptions, there may be other charges that **you** also have to pay to us, depending on the laws of **your** residency country. These may include Insurance Premium Tax (IPT), or other taxes, levies or charges relating to **your** cover under the plan.

If they apply to **you**, they will be included within the total that **you** have to pay on **your** invoice. The charges may apply from the **date of enrolment of your** membership or **your annual renewal date**. **You** must pay any such charges to us when **you** pay **your** subscriptions, unless otherwise required by law.

Each **year** on **your** renewal date, we may change how we calculate **your** subscriptions, how we determine the subscriptions, what **you** have to pay and the method of payment.

Please note that subscriptions generally rise when **you** renew **your** cover. There may be many factors which directly affect subscriptions, such as age or inflation in the cost of healthcare in Guernsey and worldwide.

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.

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 accept them, **you** can end **your** membership without any charges 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

(Guernsey group plan)

Your sponsor has to pay all subscriptions due to **Bupa Global** under the agreement, together with any other charges (such as insurance premium tax) that may be payable.

Subscriptions shall be due in advance at the beginning of each subscription period.

If payment is not received by **Bupa Global** on or before a due date, the enrolment will terminate on that date.

If any overdue payment is received within 30 days after the due date, **Bupa Global** may in its sole discretion permit the membership and entitlements to benefit to continue.

8 General rules on benefits

8.0: All claims are subject to the general rules contained in rule 8 and special rules relating to: charges by **hospitals** for accommodation (rule 9) charges by practitioners who are not **specialists** (rule 10) and psychiatric **treatment** (rule 11).

Type of treatment covered

Acute and Chronic conditions

The **Bupa Global** Guernsey plan covers **you** for the costs of **specialist treatment of acute conditions**. By this we mean **treatment** of diseases, illnesses or injuries which respond to medical or surgical care and which is likely to lead to a full recovery, or to restore **you** to **your** previous state of health.

What is chronic condition?

It is a disease, illness or injury which has at least one of the following characteristics:

- it continues indefinitely and has no
- known cure
- it comes back or is likely to come back
- it is permanent
- **you** need to be rehabilitated or specially trained to cope with it
- it needs long term monitoring, consultations, checkups, examinations or tests

What does this mean in practice?

We will pay for **treatment**, such as **diagnostic tests**, that **you** need to diagnose the disease, illness or injury or costs incurred before the disease, illness or injury becomes chronic. However, cover will stop once a **chronic condition** is confirmed and no further benefits will be paid for **treatment** of this disease, illness or injury.

What if your condition gets worse?

If there is an acute flare-up of a **chronic condition** we will pay for **treatment you** receive during this period. Please see the example below for further information.

Example of chronic conditions.

Alan has been with **Bupa Global** for many **years**. He develops chest pain and is referred to a **specialist**. He has a number of investigations and is diagnosed as suffering from angina. Alan is placed on medication to control his symptoms.

Bupa Global will meet the cost of claims for **treatment, diagnostic tests** and investigations, until Alan's condition has been diagnosed. Alan will then be advised that costs incurred from this point onwards will not be met, as he is receiving ongoing **treatment** for a **chronic condition**.

Two **years** later, Alan's chest pain recurs more severely and his **specialist** recommends that he has a heart bypass operation.

We will pay for **treatment** required during an acute phase of a **chronic condition** if the **treatment** is likely to lead quickly to a full recovery or to Alan being restored to his previous state of health. Therefore, in these circumstances, eligible expenses incurred as a result of Alan's heart bypass operation will be met up to the benefit limits set out in the rules and table of benefits of the plan.

It must have been reasonable for the **treatment** to be given by a **specialist**.

8.1: The **treatment** must have been based on established medical practices.

- We do not pay for any **treatment** or medicine which in our reasonable opinion is experimental based on acceptable current clinical evidence and practice.
- We do not pay for any **treatment** or medicine which in our reasonable opinion is not effective based on acceptable current clinical evidence and practice.
- We do not pay for medicines and equipment used for purposes other than those defined under their licence unless this has been pre-authorised.

8.2: Claims must be exclusively for receiving **treatment** provided by **specialists** and confined to reasonable and customary charges for services specified in the table of benefits.

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**.

Overpayment of claims

If we overpay **you** for **your** claim, we reserve the right to deduct the overpaid amount from future claims or seek repayment from **you**.

We believe that a positive approach to cost containment is in everybody's interests. We may also seek written assurances from healthcare providers as to their usual levels of charges from anybody whose fees are claimed from us. Obviously, no insurer could normally be expected to accept any extra charge which had been made simply because the patient was known to be insured. If we accepted such practices they would either inflate levels of subscription or reduce our scope for assisting our other members. Please always check with us if **you** ever have reason to be in any doubt over any proposed levels of charge.

8.3: All claims **you** make are subject to any maximum amounts of benefit stated in **your** contract. Claims are assessed by reference to the rules and table of benefits as at the dates the services were received. The patient must have been included in a current **Bupa Global** Guernsey plan enrolment at the time of receiving the services.

Fraud prevention and protection

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.

9. Hospital charges

9.0: We pay **hospital** charges for **your hospital** accommodation when there is medical need to stay in **hospital**, **your treatment** is given or managed by a **specialist**, **you** are staying in **hospital** and the length of **your** stay is medically appropriate. We do not pay **hospital** charges if **you** are staying in **hospital** for convalescence, general supervision,

pain management, general nursing care without **specialist treatment**, services from a **therapist** or complementary **therapist**, domestic services such as help in walking, bathing or preparing meals or receiving **treatment** that could have taken place as an out-patient.

10. Charges by non-specialists

10.0: Claims for the services of practitioners who are not **specialists** are subject to additional conditions as follows:

10.1: Therapists

Entitlements for fees charged by a **therapist** (as defined in rule 21.19) will be limited to the amount set out in Benefit 8 of the Table of Benefits (Out-patient consultations and **treatment** each **year**).

For that purpose, the claim will be assessed in the same way as if the **therapist** had been a **specialist**. We pay for **treatment** provided by **therapists** if it is needed as part of **your treatment** in **hospital**, as long as this **treatment** is not the primary reason for **your hospital** stay.

10.2: General practitioners

Benefits are payable for fees charged by a **general practitioner**. Limited to the amount set out in benefit 10 of the Table of Benefits.

10.3: Any other practitioners

Claims for the services of any other practitioners are not eligible for benefit unless:

- (i) all the services were provided as an essential part of an overall course of **treatment** given principally by a **specialist** and which is covered under the plan and
- (ii) the **specialist** has specifically referred the patient to that practitioner before any of the services were provided.

11. Psychiatric treatment

11.0: We pay for psychiatric **treatment** overnight in **hospital** or as a day-case to include room, board and **treatment** costs subject to the limits on the benefits set out in 1-6 of the Table of Benefits after **you** have been a member of the plan (or any Bupa administered plan which includes cover for psychiatric **treatment**) for two **years** before the **treatment**.

We pay for a total of 90 days psychiatric **treatment** in **hospital** during **your** lifetime. This applies to all Bupa administered plans **you** have been a member of in the past, or maybe a member of in the future, even if **you** have had a break in **your** cover.

12. International cover

12.0: This plan can also be used internationally. In this case the benefits will be limited to the Guernsey Board of Health limits. These can be obtained from us if needed, on request. Please refer to the table of benefits at the back of this booklet.

13. Exclusions of benefits

Benefits are not payable for:

13(a): Any **treatment** for a **pre-existing condition**, related symptoms, or any condition that results from or is related to a **pre-existing condition**.

Please contact us before **your** next renewal date if **you** or **your** dependants have personal exclusion(s) and believe that there will be no further **treatment** for that **pre-existing condition** after **your** next renewal date. In order for us to review whether to remove any personal exclusions, we may request full current clinical details from **your** medical practitioner. There are some **pre-existing conditions** that, due to their nature, we will not review.

Rule 22.16 defines "**pre-existing condition**". This is particularly important if **you** need **treatment** for any medical condition that might have existed before **you** joined the **Bupa Global** Guernsey plan. This term applies to all illnesses or injuries which were present before **you** joined the **Bupa Global** Guernsey plan and any complications resulting from

them. One of the purposes of this exclusion is to protect existing members. They too would have been subject to exclusions for **pre-existing conditions** when they first joined, and it would be unfair to expect them to pay higher subscriptions to cover other members' undisclosed **pre-existing conditions**.

The questions asked in our application form are straightforward and we ask applicants to reply to them fully. This enables us to advise them where exactly they would stand if they subsequently needed to make any claims for **pre-existing conditions**.

We do not expect expert medical knowledge. We simply ask for full details of previous medical **treatment** (including all consultations), the reasons they were sought, and known symptoms. Matters which might seem trivial at the time of application can sometimes prove at the time of claim to have been more significant than originally supposed. We therefore ask applicants to ensure that they omit none of the information required by the form.

Rule 13(a) excludes benefits if any manifestation of symptoms or other event relating to a **pre-existing condition** is experienced within 28 days of our receiving the completed application form or before **your date of enrolment**. The rule will not apply to any accident or any new illness which originates entirely after **you** join **Bupa Global** Guernsey plan.

13(b): Costs attributable to any illness or injury which is excluded from benefits by the terms of the member's contract.

This exclusion applies to any increased costs of **treatment** which are attributable to complications caused by any illness or injury which was itself ineligible for benefits.

13(c): Pregnancy or childbirth.

Treatment for maternity or for any condition arising from maternity except the following conditions and **treatments**:

- abnormal cell growth in the womb (hydatiform mole)

- foetus growing outside of the womb (ectopic pregnancy)
- other conditions arising from pregnancy or childbirth, but which could also develop in people who are not pregnant

13(d): **Treatment** arising from assisted reproduction, sterilisation or termination of pregnancy. Reasonable costs of investigations into the causes of infertility will be covered if **you**:

(i) had at the time been in continuous membership of a **Bupa Global** plan for at least two **years**, and

(ii) had been unaware of any problem of infertility at their dates of enrolment.

Once the cause is confirmed we will not pay for any additional investigations in the future.

Assisted reproduction, sterilisation and termination of pregnancy are not themselves services which are carried out for any immediate purpose of curing or relieving acute episodes of illness or injury. They do not therefore come within our definition of **treatment**. The **Bupa Global** Guernsey plan is not intended to cover such wider services or **treatment** given for any complications resulting from them.

The exclusion for termination of pregnancy will not apply in any cases where it is necessary to remove a foetus as an essential preliminary step to major surgery or major medical procedures fulfilling the definition of **treatment** in rule 21.20, eg, surgery in cases of serious accident. However, the exclusion will apply in all cases where removal of a live foetus is carried out for any social, domestic or psychological reasons. We cannot make any discretionary payments for any sterilisation carried out for such reasons.

13(e): Supportive **treatment** for renal failure, including dialysis.

This exclusion will not apply if:

(i) **you** had been in **hospital** for the immediate purpose of receiving a kidney transplant, or

(ii) the costs were incurred in connection with acute secondary failure when the dialysis was part of intensive care.

13(f): **Treatment** for or arising from, HIV or AIDS, including any condition that is related to HIV or AIDS, if **your** current period of membership is less than five **years**.

13(g): **Treatment** undergone for cosmetic or psychological reasons to improve **your** appearance, such as a re-modelled nose, facelift, abdominoplasty, or cosmetic dentistry. This includes:

- dental implants to replace a sound natural tooth
- hair transplants for any reason
- **treatment** 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
- any **treatment** for a procedure to change the shape or appearance of **your** breast(s) whether or not it is needed for medical or psychological reasons: unless for reconstruction carried out as part of the original **treatment** for the cancer, when **you** have obtained our written consent before receiving the **treatment**

Examples: we do not pay for breast reduction for backache or gynaecomastia (the enlargement of breasts in men).

Note: If **your** doctor recommends cosmetic **treatment** to correct a functional problem, for example, excess eye tissue which is interrupting the visual field, **your** case will be assessed by our clinical teams on an individual basis. If approved, benefits will be paid in line with the rules and benefits of **your** plan.

13(h): We shall not be liable for any claims which concern, are due to or are incurred as a result of **treatment** for sickness or injuries directly or indirectly caused by **you** putting yourself in danger by entering a known area of conflict (as listed below) and/or if **you** were an active participant or **you** have displayed a blatant disregard for **your** personal safety in a known area of conflict:

- nuclear or chemical contamination
- war, invasion, acts of a foreign enemy
- civil war, rebellion, revolution, insurrection
- terrorist acts
- military or usurped power
- martial law
- civil commotion, riots, or the acts of any lawfully constituted authority
- hostilities, army, naval or air services operations whether war has been declared or not

13(i): Charges for services received in health hydros, nature cure clinics or any establishment which is not a **hospital**.

13(j): **Treatment** for or arising from:

- The harmful, hazardous or addictive use of any substance including alcohol, drugs and/or medicine
- An injury or condition that **you** have intentionally inflicted on yourself, for example during a suicide attempt.

13(k): **Treatment** for any congenital abnormality, deformity, disease, illness or injury present at birth, whether diagnosed or not, except cancer and emergency operations undertaken within fourteen days of birth.

13(l): Out-patient drugs and dressings.

13(m): **Treatment of chronic conditions**. By this, We mean a disease, illness or injury (including a mental condition) which has at least one of the following characteristics:

- has no known cure, or recurs
- leads to permanent disability
- is caused by changes to the body which cannot be reversed
- requires the person with the condition to be specially trained or rehabilitated
- needs prolonged supervision, monitoring or **treatment**

14. Pre-conditions of entitlement

14.0: Pre-conditions of entitlement
Entitlements to **you** observing all of the following pre-conditions:

14(a): A claim form as currently prescribed by us is submitted with the minimum delay and, in any event, within six months of receiving the **treatment** and incurring any cost claimed from us. There is also a time limit of six months on sending us:

(i) all accounts in support of any claim, and

(ii) a full reply to any request for further information

In accordance with good insurance practice we will extend the six month time-limit where the member had genuinely been in no position to comply with that limit.

There are exceptional cases, eg, where the member had died or was no longer of sound mind and the people dealing with his or her affairs had been unaware of the **Bupa Global** membership.

We do not undertake to extend the time-limit if a delay had been due to any lesser causes within the member's own control.

14b: Further information.

We have a duty to all members to ensure that valid claims are paid and that **you** are dealt with on an equal footing. With the great majority of claims, all we need is the medical information supplied in the claim form and **your** bills. However, there are occasions when 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 include:

- medical reports and other information about the **treatment** for which **you** are claiming
- the results of any medical examination performed at an 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. We may also request from the healthcare provider, their customary levels of charges.

14(c): All statements made by **you** (or by any person acting on **your** authority) must have been true and complete to the best of **your** knowledge and belief.

Note: Subrogation

In certain circumstances, for example, if **you** are the victim of an accident, **your** insurer (or any person or company we nominate) will have the full 'right of subrogation'. This means that we can assume **your** right to recoup the cost of **treatment(s)** that we have paid from the person at fault (or their insurance company). In the event of any payment of any claim under **your** membership, we or any person or company that we nominate may therefore be subrogated to all **your** rights of recovery and of any person entitled to the benefits of **your** coverage. **You** will need to sign and deliver all documents or papers, and anything else that is required to secure these rights. **You** must not take any action which could damage or affect these rights.

14(d): All subscriptions due from the group plan **sponsor** must have been paid in full. This pre-condition would be satisfied if any arrears of subscriptions due from the group plan **sponsor** under the terms of the agreement were subsequently paid in full.

Please also see section 7 Subscriptions.

15.

15.0: We will only make payments to the member who received the **treatment**, the provider of the **treatment**, the **principal member** of the membership or the executor or administrator of the member's estate. We will not make payments to anyone else.

16. Administration

16.0: **Bupa Global** may alter these rules, the table of benefits and subscriptions, or any subscription discounts or surcharges from time to time and apply such alterations as from a member's **annual renewal date**.

Changes to the contract may also be sent to all members and **sponsors** at any time on the basis that they will apply generally from a given future date irrespective of whether that date is an **annual renewal date** for any group or member.

Any accidental omission or failure by **Bupa Global** to notify the member or the **sponsor** of any such alterations will not invalidate the alterations.

17.

17.0: Unless requested to the contrary in writing at the time of submission, **Bupa Global** will not return any documents submitted in support of an application to become a member or increase cover.

These documents will become our property and we may use or dispose of them in accordance with our administration requirements in any way we consider it appropriate.

18. Confidentiality

18.0: The confidentiality of patient and member information is of paramount concern to the companies in the Bupa group. To this end, Bupa fully complies 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 in addition to the obligations imposed by the Data Protection Act.

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 Global** Privacy Policy at www.bupaglobal.com/privacypolicy.

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 (for which a small fee may be payable) or **you** would like to update **your** personal information, or if **you** have any other data processing queries please call the **Bupa Global** service team on +44 (0)1273 718 379. Alternatively **you** can email or write to the team via service.uk@bupaglobal.com; or **Bupa Global**, Victory House, Trafalgar Place, Brighton BN1 4FY, United Kingdom.

19.

19.0: **Bupa Global** may at any time terminate the contract or subject it to different terms if:

(a) any person included in the member's enrolment has at any time failed to observe these rules or to act with the utmost good faith, or has ceased to be resident in the Bailwick of Guernsey

(b) we discontinue the **Bupa Global** Guernsey plan, or

(c) an administrator, administrative receiver, receiver or liquidator has been appointed or a resolution has been passed or an order made for the winding up of us.

20. Financial Services Compensation Scheme.

We are covered by the Financial Services Compensation Scheme (FSCS). In the unlikely event that we cannot meet our financial obligations, **you** may be entitled to compensation from the FSCS, if **you** are usually resident in the EEA (European Economic Area). More information is available from the FSCS by calling the Freephone number: 0800 678 1100 or 020 7741 4100 or on its website fscs.org.uk.

21. Applicable law

21.0: **your** membership is governed by English law. Any dispute that cannot otherwise be resolved will be dealt with by courts in the UK.

Naturally, **you** have the right to expect the best possible service and support. We are always pleased to hear about aspects of **your** membership that **you** particularly appreciated. We also want to hear about any problems **you** have with **your** membership. If something does go wrong, here is a simple procedure to ensure **your** concerns are dealt with as quickly and effectively as possible.

The **Bupa Global** helpline is always the first number to call if **you** have any comments or complaints. Please call us on +44 (0) 1273 323563 anytime 24 hours a day, 365 days a **year**. Alternatively **you** can email us at info@bupa-intl.com, fax us at +44 (0) 1273 820517 or write to us at:

Bupa Global,
Victory House
Trafalgar Place
Brighton
BN1 4FY
United Kingdom

If we are unable to resolve the complaint to **your** satisfaction, please write to our Head of Customer Relations at:

Bupa Global,
Victory House
Trafalgar Place
Brighton
BN1 4FY
United Kingdom

If we can't settle **your** complaint **you** may refer **your** complaint to the Financial Ombudsman Service. **you** can write to them at:

- Exchange Tower, London E14 9SR, UK
- call them on 0800 023 4 567 (free from most landlines), 0300 123 9 123 or from outside the UK +44 (0) 20 7964 0500
- or find details at their website: www.financial-ombudsman.org.uk

Please let us know if **you** would like a full copy of our complaints procedure. If something has gone wrong, we want to do everything we can to put it right.

None of these procedures affect **your** legal rights.

Provision of accurate and complete information

You and any dependant must take reasonable care to make sure that all information provided to us is accurate and complete, at the time **you** take out this membership, and at each renewal and variation of this membership. **You** and any dependant must also tell us if any of the answers to the questions in the application form change prior to this membership starting. Otherwise, the following apply with effect from the date the membership was taken out, renewed or varied (depending on when we were provided with inaccurate or incomplete information).

A. We may treat this membership as if it had not existed if **you** deliberately or recklessly give us inaccurate or incomplete information.

B. Where **you** negligently or carelessly give us inaccurate or incomplete information, or where A. applies but we choose not to rely on our rights under A, we may treat the membership and any claims in a way which reflects what we would have done if we had been provided with accurate and complete information, as follows:

- if we would have refused to cover **you** at all, we may treat this membership as if it had not existed;
- if we would have provided **you** with cover on different terms, then we may apply those different terms to this membership. This means a claim will only be paid if it is covered by and/or if **you** have complied with such different terms - for example **your** membership may contain new personal restrictions or exclusions; and/or
- if we would have charged **you** a higher premium, we may reduce the amount payable on any claim by comparing the additional premium to the original premium. For example, we will only pay half of a claim, if we would have charged double the premium.

Where it is a dependant (or **you** on their behalf) who has provided incomplete or inaccurate information, the same rules apply but only to that part of the membership which applies to the dependant, or to claims made by that dependant.

The same rules apply if someone else provides us with information on **your** behalf or any dependant's behalf.

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 **your** 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.

22. Definitions

22.0: The following expressions where used anywhere in the rules or other membership documentation will have the meanings set out below:

Defined term	Description
22.1 Acute condition	A disease, illness or injury that is likely to respond to treatment which aims to return you to the state of health you were in immediately before suffering the disease, illness or injury, or which leads to your full recovery.
22.2 Annual renewal date:	The date on which the annual renewal of the contract falls due.
22.3 Bupa Global:	Bupa Insurance Limited or any other insurance subsidiary or insurance partner of the British United Provident Association Limited.
22.4 Chronic condition:	A disease, illness or injury which has at least one of the following characteristics: <ul style="list-style-type: none"> ○ it continues indefinitely and has no known cure ○ it comes back or is likely to come back ○ it is permanent ○ you need to be rehabilitated or specially trained to cope with it ○ it needs long term monitoring, consultations, checkups, examinations or tests
22.5 Cosmetic surgery:	Surgery undertaken with a view to improving or enhancing the patient's appearance.
22.6 Date of enrolment:	The effective date of commencement of cover for the member or, as the case may be, any eligible dependant .
22.7 Day-case treatment:	Treatment which is not received as an in-patient but nevertheless necessitates the pre-arranged occupation of a bed or comparable facility for treatment in a hospital .

Defined term	Description
22.8 Diagnostic tests:	Investigations, such as x-rays or blood tests, to find or help to find the cause of your symptoms.
22.9 Eligible dependants:	A member's spouse, and unmarried children under 21 years of age at the date of application or the annual renewal date .
22.10 General practitioner:	A registered (or otherwise licensed under law) medical practitioner.
22.11 Group member:	A person included in the group from amongst those designated as being eligible for inclusion in accordance with the terms of the agreement with the group plan sponsor .
22.12 Hospital:	A centre of treatment which is registered, or recognised under the local country's laws, as existing primarily for (a) carrying out major surgical operations and/or (b) providing treatment which only specialists can provide.
22.13 In-patient:	A patient who occupies a hospital bed overnight.
22.14 Principal member:	The person who has taken out the membership, and is the first person named on the membership certificate.
22.15 Out-patient treatment:	Treatment given at a hospital , consulting room, doctor's office or out-patient clinic where you do not go in for day-case or in-patient treatment .
22.16 Pre-existing condition:	<ul style="list-style-type: none"> ○ Any medical condition declared in your application for cover which has been noted as a 'personal exclusion' under your membership certificate; or ○ any disease, illness or injury for which you received medication, advice or treatment, or you had experienced symptoms of

whether the condition was diagnosed or not, prior to becoming a member which was not disclosed under **your** application for cover.

Where we have accepted **your** 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 **your** original application for cover under that previous insurance product.

Defined term	Description
22.17 Specialist:	A surgeon, anaesthetist or physician who is legally qualified to practice medicine or surgery following attendance at a recognised medical school, is recognised by the relevant authorities in the country in which the treatment is received as having specialised qualification in the field of, or expertise in, the treatment of the disease, illness or injury being treated. By "recognised medical school" we 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.
22.18 Sponsor:	The employer with whom Bupa Global has agreed to operate the Bupa Global Guernsey plan group.
22.19 Therapist:	<p>(a) A chartered or state registered physiotherapist, an occupational therapist or orthoptist with state registration, or a member of the College of Speech Therapists.</p> <p>(b) Physiotherapists, occupational therapists, orthoptists and speech therapists in countries outside the United Kingdom holding qualifications having equivalent international recognition to those specified in item (a) of this rule.</p> <p>(c) Any other practitioner who holds written confirmation from Bupa Global specifically notifying its acceptance that the practitioner is of recognised status for the purposes of Bupa Global's plans.</p> <p>Bupa Global's recognition of the status of therapist for the purposes of its plans will not, however, apply to any practitioner who has received written notice of withdrawal of Bupa Global's recognition for those purposes.</p>
22.20 Treatment:	Surgical or medical services (including diagnostic tests) that are needed to diagnose, relieve or cure an acute condition , disease, illness or injury.
22.21 Year:	A period of cover commencing at the member's date of enrolment or annual renewal date and ending when the member reaches the next annual renewal date .

Defined term	Description
22.22 You/your:	This means you , the principal member and your dependants unless we have expressly stated otherwise that the provisions only refer to the principal member .

Notes on benefits

1. Cover for intensive care

In addition to benefit 7 entitlements, **Bupa Global** will pay a supplementary benefit at its discretion for physicians' fees, for a maximum of 14 days a **year**, during the intensive care phase of certain acute major medical illnesses (as in an appendix to the schedule).

2. Surgical dressings and drugs

As with all services, we may require full itemisation of charges for drugs prescribed to establish that costs are reasonable and customary – see rule 8.3.

Costs not covered

The plan is intended to provide benefit for the **treatment** of **acute conditions** necessitating the services of a **specialist**. Full details of the exclusions from cover are given in rule 13, but some of the costs not included are:

- home nursing
- pregnancy and childbirth
- cosmetic **treatment**
- routine dental **treatment** not involving an oral-surgical operation
- routine health checks
- congenital abnormalities
- alcoholism
- drug addiction
- out-patient drugs and dressings
- overseas transportation costs
- any known **pre-existing conditions**
- **chronic conditions**

Table of benefits

Table of Benefits

Overall annual maximum

Benefits	Limit	Explanation of benefits
Overall annual maximum	GBP 500,000	All benefits are subject to this overall annual maximum unless specified in the table of benefits.

Out-patient treatment

Important

This is **treatment** which does not normally require a patient to occupy a **hospital** bed. The list below details the benefits payable for **out-patient treatment** only. If **you** are having **treatment** and **you** are not sure which benefit applies, please call us and we will be happy to help.

Benefits	Limit	Explanation of benefits
Out-patient surgical operations	Paid in full	We pay for out-patient surgical operations when carried out by a consultant or a family doctor.
Costs for treatment by therapists , complementary medicine practitioners and qualified nurses, including physiotherapy, osteopathy and chiropractor treatment	We pay up to GBP 1,000 each membership year	<p>We pay for nursing charges for general nursing care, for example injections or wound dressings by a qualified nurse and consultations and treatment with therapists and complementary medicine practitioners when they are appropriately qualified and registered to practice in the country where treatment is received.</p> <p>This includes the cost of both the consultation and treatment, including any complementary medicine prescribed or administered as part of your treatment.</p> <p>Should any complementary medicines or treatments be supplied or carried out on a separate date to a consultation, these costs will be considered as a separate visit.</p> <p>Note: we do not pay any other complementary therapies such as ayurvedic treatment or aromatherapy which may be available.</p> <p>Note: for dieticians, we 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>
Consultants' fees, psychologists' and psychotherapists' fees for psychiatric treatment		We will pay for psychiatric treatment .
Pathology, X-rays and diagnostic tests		<p>We pay for:</p> <ul style="list-style-type: none"> • pathology, such as checking blood and urine samples for specific abnormalities, • radiology, such as X-rays, • and diagnostic tests, such as electrocardiograms (ECGs) <p>when recommended by your consultant or family doctor to help determine or assess your condition.</p>
Consultants' fees for consultations	We pay in full for up to 25 visits each membership year	<p>This normally means a meeting with a consultant to assess your condition.</p> <p>Such meetings may take place in the specialist's or doctor's office, by telephone or using the internet.</p>
Costs for treatment by a family doctor		<p>We pay for family doctor treatment.</p> <p>Such meetings may take place in the specialist's or doctor's office, by telephone or using the internet.</p>

In-patient and day-case

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
- we pay for accommodation in a room that is no more expensive than the **hospital's** standard single room with a private bathroom. This means that we will not pay the extra costs of a deluxe, executive or VIP suite etc.
- if the cost of **treatment** is linked to the type of room, we pay the cost of **treatment** at the rate which would be charged if **you** occupied a standard single room with a private bathroom
- the **hospital** where **you** have **your treatment** must be recognised

Long in-patient stays: 10 nights or longer

In order for us to cover an **in-patient** stay lasting 10 nights or more, **you** must send us a medical report from **your** consultant before the eighth night, confirming:

- **your** diagnosis
- **treatment** already given
- **treatment** planned
- discharge date

Benefits	Limit	Explanation of benefits
Hospital accommodation	Paid in full	<p>We pay charges for your hospital accommodation, including all your own meals and refreshments. We do not pay for personal items such as telephone calls, newspapers, guest meals or cosmetics.</p> <p>We pay for accommodation in a room that is no more expensive than the hospital's standard single room with a private bathroom. This means that we will not pay the extra costs of a deluxe, executive or VIP suite etc.</p> <p>We pay for the length of stay that is medically appropriate for the procedure that you are admitted for. For example, unless medically essential, we do not pay for day-case accommodation for out-patient treatment, and we do not pay for in-patient accommodation for day-case treatment.</p> <p>Examples: unless medically essential, we do not pay for day-case accommodation for out-patient treatment (such as an MRI scan), and we do not pay for in-patient accommodation for day-case treatment (such as a biopsy).</p>
Surgical operations, including pre- and post-operative care	Paid in full	<p>We pay surgeons' and anaesthetists' fees for a surgical operation, including all pre- and post-operative care.</p> <p>Note: this benefit does not include follow-up consultations with your consultant, as these are paid under the consultants' fees for consultations benefit.</p>
Nursing care, drugs and surgical dressings	Paid in full	<p>We pay for nursing services, drugs and surgical dressings you need as part of your treatment in hospital.</p> <p>Note:</p> <ul style="list-style-type: none"> • we do not pay for drugs and surgical dressings you receive for out-patient treatment or use at home, and • we do not pay for nurses hired in addition to the hospital's own staff. In the rare case where a hospital does not provide nursing staff we will pay for the reasonable cost of hiring a qualified nurse for your treatment

In-patient and day-case (continued)

Benefits	Limit	Explanation of benefits
Physicians' fees	Paid in full	<p>We pay physicians' fees for treatment you receive in hospital if this does not include a surgical operation, for example if you are in hospital for treatment of a medical condition such as pneumonia.</p> <p>If your treatment includes a surgical operation we 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 surgical operation.</p>
Theatre charges	Paid in full	We pay for use of an operating theatre
Intensive Care	Paid in full	<p>We pay for intensive care in an intensive care unit/intensive therapy unit, high dependency or coronary care unit (or their equivalents) when:</p> <ul style="list-style-type: none"> • it is an essential part of your treatment and is required routinely by patients undergoing the same type of treatment as yours, or • it is medically necessary in the event of unexpected circumstances, for example if you have an allergic reaction during surgery
Pathology, X-rays, diagnostic tests and therapies	Paid in full	<p>We pay for:</p> <ul style="list-style-type: none"> • pathology, such as checking blood and urine samples • radiology (such as X-rays), and • diagnostic tests such as electrocardiograms (ECGs) <p>when recommended by your consultant to help determine or assess your condition when carried out in a hospital.</p> <p>We also pay for treatment provided by therapists, physiotherapists, osteopaths, chiropractors and complementary medicine practitioners (such as acupuncturists) if it is needed as part of your treatment in hospital.</p>
Prosthetic implants and appliances	Paid in full	<p>We pay for a prosthetic implant needed as part of your treatment. By this, we mean an artificial body part or appliance which is designed to form a permanent part of your body and is surgically implanted for one or more of the following reasons:</p> <ul style="list-style-type: none"> • to replace a joint or ligament • to replace one or more heart valves • to replace the aorta or an arterial blood vessel • to replace a sphincter muscle • to replace the lens or cornea of the eye • to act as a heart pacemaker • to remove excess fluid from the brain • to control urinary incontinence (bladder control) • to reconstruct a breast following surgery for cancer when the reconstruction is carried out as part of the original treatment for the cancer and you have obtained our written consent before receiving the treatment • to restore vocal function following surgery for cancer <p>We also pay for the following appliances:</p> <ul style="list-style-type: none"> • a knee brace which is an essential part of a surgical operation for the repair to a cruciate (knee) ligament, or • a spinal support which is an essential part of a surgical operation to the spine

In-patient and day-case (continued)

Benefits	Limit	Explanation of benefits
Parent accommodation	Paid in full	<p>We pay for hospital accommodation for each night you need to stay with your child in the same hospital. This is limited to only one parent each night.</p> <p>Your child must be:</p> <ul style="list-style-type: none"> • aged under 18, and • a member of a Bupa Global administered plan receiving treatment for which he or she is covered under their plan
Psychiatric treatment (lifetime maximum 90 days)	Paid in full	<p>We pay for a total of 90 days' psychiatric treatment in hospital during your lifetime. This benefit applies to all treatment related to the psychiatric condition. This applies to all Bupa administered plans you have been a member of in the past, or may be a member of in the future, whether your membership is continuous or not.</p> <p>Example If we have paid for 45 days' psychiatric treatment in hospital under another Bupa administered plan, we will only pay for another 45 days' psychiatric treatment in hospital under this plan.</p>

Further Benefits

Important

These are the additional benefits provided by **your** membership of the Guernsey plan. These benefits may be **in-patient**, out-patient or day-case.

Benefits	Limit	Explanation of benefits
Advanced imaging	Paid in full	We pay for magnetic resonance imaging (MRI), computed tomography (CT) and positron emission tomography (PET) when recommended by your consultant or family doctor.
Cancer treatment	Paid in full	Once cancer is diagnosed, we pay fees that are related specifically to planning and carrying out treatment for cancer. This includes tests, scans, consultations and drugs (such as cytotoxic drugs or chemotherapy).
In-patient cash benefit	We pay GBP 100 each night up to 30 nights each membership year	This benefit is paid instead of any other benefit for each night you receive eligible in-patient treatment without charge. To claim this benefit, please ask the hospital to sign and stamp your claim form. Then send the completed form to us with a covering letter stating that you were treated with no charge. Please note that you need to ensure that the medical section of your claim form is completed by your consultant.
Kidney dialysis	Paid in full	We pay for kidney dialysis - provided as In-patient , day-case or as on out-patient.
Local road ambulance	We pay up to GBP 200 each membership year	We pay for medically necessary travel by local road ambulance when related to eligible in-patient treatment or day-case treatment , including travel to UK mainland.
Prosthetic devices	We pay up to GBP 2,000 each device	We pay for the initial prosthetic device needed as part of your treatment . By this we mean an external artificial body part, such as a prosthetic limb or prosthetic ear which is required at the time of your surgical procedure. We do not pay for any replacement prosthetic devices for adults including any replacement devices required in relation to a pre-existing condition . We will pay for the initial and up to two replacements per device for children under the age of 16 years .
Rehabilitation	We pay in full for up to 30 days of treatment (which may be in-patient treatment or day-case treatment) each membership year	We pay for rehabilitation, including room, board and a combination of therapies such as physical, occupational and speech therapy after an event such as a stroke. We do not pay for room and board for rehabilitation when the treatment being given is solely physiotherapy. We pay for rehabilitation, only when you have received our written agreement before the treatment starts, for up to 30 days' treatment in each policy year . For in-patient treatment one day is each overnight stay and for day-case treatment , one day is counted as any day on which you have one or more appointments for rehabilitation treatment . We only pay for rehabilitation where it: <ul style="list-style-type: none"> • starts within 30 days of in-patient treatment which is covered by your membership (such as trauma or stroke), and • arises as a result of the condition which required the in-patient treatment or is needed as a result of such treatment given for that condition <p>Note: in order to give written agreement, we must receive full clinical details from your consultant; including your diagnosis, treatment given and planned, and proposed discharge date if you receive rehabilitation.</p>

Further Benefits (continued)

Benefits	Limit	Explanation of benefits
Transplant services	We pay up to GBP 150,000 each membership year	<p>We pay for transplant services that you need as a result of an eligible condition. We pay medical expenses if you need to receive a cornea, small bowel, kidney, kidney/pancreas, liver, heart, lung, or heart/lung transplant. We also pay for bone marrow transplants (either using your own bone marrow or that of a compatible donor) and peripheral stem cell transplants, with or without high dose chemotherapy.</p> <p>We do not pay for costs associated with the donor or the donor organ.</p> <p>Note: We do not pay for any drugs prescribed for use as an out-patient, including anti-rejection drugs.</p>

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 13 '**your** rights').

If **you** have any questions about how we handle **your** information, please contact the **Bupa Global** service team on +44 (0)1273 323 563. Alternatively **you** can email or write to the team via info@bupa-intl.com or **Bupa Global**, Victory House, Trafalgar Place, Brighton BN1 4FY, United Kingdom.

Last updated: 24 April 2018

1. Information about us
2. Scope of our privacy notice
3. How we collect personal information
4. Categories of personal information
5. What we use **your** personal information for
6. Legitimate interests
7. Marketing and preferences
8. Profiling and automated decision-making
9. Sharing **your** information
10. Anonymised and combined information
11. Transferring information outside the European Economic Area (EEA)
12. How long we keep **your** personal information
13. **Your** rights
14. Data-protection contacts

1. Information about us

Summary: In this privacy notice, 'we', 'us' and 'our' means **Bupa Global** and **Bupa Global** Travel. Please see 'More information' below for company contact details.

More information: Depending on which of our products and services **you** ask us about, buy or use, different companies within our organisation will process **your** information. The **Bupa Global** companies that handle **your** information, including which company makes decisions about how **your** information is handled will depend on the products and services **you** access or use.

International private medical insurance:

Bupa Global is a trading name of Bupa Insurance Limited and Bupa Insurance Services Limited which are registered in England and Wales at Companies House under numbers 3956433 and 3829851 respectively. The registered offices are 1 Angel Court, London, EC2R 7HJ.

Bupa Insurance Services Limited is authorised and regulated by the Financial Conduct Authority. Bupa Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The Financial Conduct Authority does not regulate the activities of Bupa Insurance Limited that take place outside of the UK. The PRA and FCA regulation numbers of Bupa Insurance Limited and Bupa Insurance Services Limited are 203332 and 312526 respectively.

Travel:

Bupa Global Travel is the trading name of Bupa Denmark, filial af Bupa Insurance Limited, England (a branch of Bupa Insurance Limited). Bupa Denmark is registered in Denmark with company registration number CVR 31602742. The registered offices are at Palægade 8, DK-1261 Copenhagen K, Denmark.

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 info@bupa-intl.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. Marketing and preferences

We may use **your** personal information to send **you** marketing by post, by phone, through social media, by email and by text.

We can only use **your** personal information to send **you** marketing material if we have **your** permission or a legitimate interest as described above.

If **you** don't want to receive emails from us, **you** can click on the 'unsubscribe' link that appears in all emails we send. If **you** don't want to receive texts from us **you** can tell us by contacting us at any time. Otherwise, **you** can always contact us to update **your** contact preferences. See section 14 'data protection contacts' for details of how to contact us.

You have the right to object to direct marketing and profiling (the automated processing of **your** information to help us evaluate certain things about **you**, for example, **your** personal preferences and **your** interests) relating to direct marketing. Please see section 13 '**your** rights' below for more details.

8. 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.)

9. Sharing your information

Summary: We share **your** information within the Bupa Group, 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 Group;
- 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 (or any member of the Bupa group) 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.

10. 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.

11. 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

info@bupa-intl.com.

12. 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, 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 info@bupa-intl.com.

13. 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 info@bupa-intl.com.

14. 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 +44 (0)1273 323 563. Alternatively **you** can email or write to our Data Protection Officer or Privacy Team at info@bupa-intl.com or **Bupa Global**, Victory House, Trafalgar Place, Brighton BN1 4FY, United Kingdom..

You also have a right to make a complaint to **your** local privacy supervisory authority. Our main establishment is in the UK, where the local supervisory authority is the Information Commissioner.

Information Commissioner's Office
 Wycliffe House
 Water Lane
 Wilmslow
 Cheshire, United Kingdom
 SK9 5AF

Phone: 0303 123 1113 (local rate) or 01625 545 745 (national rate)

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.

