

WORLDWIDE HEALTH OPTIONS



Membership Guide

This booklet explains the terms and conditions of the Worldwide Health Options plan. Detailed information such as prior approval, making a claim and moving country can be found in this booklet.

From 1 April 2020 (Release date: 1 January 2021)

bupaglobal.com

Deductibles

Deductibles are the contributions **you** make towards the cost of **your treatment**.

If **you** chose to have a **deductible** on **your** Worldwide Medical Insurance cover, additional **deductibles** will also apply if **you** opted for Worldwide Medical Plus or Worldwide Medicines and Equipment (**deductibles** do not apply to Worldwide Wellbeing or Worldwide Evacuation).

The amounts below explain the value of the **deductible** which applies to each option. **You'll** find details of **your deductibles** on **your** membership certificate.

Worldwide Medical Insurance

- GBP £ 250, 500, 1,000, 2,000, 5,000
- EUR € 300, 625, 1,250, 2,500, 6,250
- USD \$ 425, 850, 1,700, 3,400, 8,500

Option: Worldwide Medical Plus

- GBP £ 100
- EUR € 125
- USD \$ 170

Option: Worldwide Medicines and Equipment

- GBP £ 50
- EUR € 60
- USD \$ 80

How do deductibles work?

A **deductible** is the amount **you** must pay towards covered expenses before **we** will start paying for **your treatment**.

It's important that **you** send all **your** claims to **us**, even if the value of **your** claim is less than the **deductible**. **We** won't make any payment, but the claim will count towards **your deductible**.

Deductibles apply separately for **treatment you** have under each of the options. For example, if **you** have Worldwide Medical Insurance with a £500 **deductible** and have chosen Worldwide Medical Plus, the **deductible** for each would be applied as

follows:

- **You** have **treatment** in **hospital** for a broken leg, which costs £1,000
- **Deductible** applied is £500 from Worldwide Medical Insurance (as this covers **hospital treatments**)
- Amount paid by **us** is £500

- **You** have **physiotherapy** for **your** broken leg (usually paid from **your** Worldwide Medical Plus option), which costs £300
- **Deductible** applied is £100 from Worldwide Medical Plus
- Amount paid by **us** is £200

If **your** claim is for an amount higher than the value of **your deductible** or remaining **deductible**, **we** will pay for covered expenses after the **deductible** has been met in full.

Once **your deductible** has been reached, all covered expenses will be paid in line with **your** benefit limits.

Please remember:

- the **deductibles** apply separately for each person included on **your** membership
- the **deductibles** apply each **membership year**. If **you** have **treatment** which continues over **your anniversary**, the **deductible** will be payable separately for **treatment** received both before and after **your anniversary**
- the **deductible** for Worldwide Medical Insurance and each option is counted separately
- **you** must have a valid direct debit agreement or credit card authority with **us**, so **we** can collect **your deductible**
- **you** are responsible for paying the **deductible** in all circumstances

How will claims be paid?

If **we** are paying **you**:

- payment will be less the amount of the **deductible**

If **we** are paying **your treatment** provider:

- payment for covered **treatment** and within any limits will be made in full
- any **deductible** due will be collected from **you** using **your** direct debit agreement or credit card authority

We will always send **you** a claims statement showing how much has been counted towards **your deductible** and how much has been paid.

Your deductible invoice will show the amount **we** will collect from **your** account.

Changing your deductible

You can request a change to **your deductible** on **your anniversary** each year. This request could be to add or remove a **deductible**, or to increase or decrease an existing **deductible**. If **you** wish to remove or reduce **your deductible**, **we** will ask **you** to complete a medical history questionnaire. This means that **we** may apply new special restrictions or exclusions, which are personal to **you**.

If **you** add or increase a **deductible your** subscriptions will be lower. If **you** remove or reduce a **deductible your** subscriptions will be higher.

Important Information

Your membership

Your plan is an annual contract that will begin on the 'Period of cover from' date on **your** membership certificate. **Your anniversary** falls on this date in each following year of **your** membership. **Your** membership will continue automatically each year, regardless of **your** age or current state of health.

Please read 'What happens on my **anniversary**?' section.

Our legal agreement

You (the **main member**) have formed an agreement with **your insurer** about **your** cover on Worldwide Health Options. Only **you** and **your insurer** have legal rights under this agreement. This means that only **you** and no-one else may enforce the terms of this agreement.

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

Please read 'Making a complaint' section.

What forms my membership?

Your membership with **us** consists of:

- **your** application, whether **you** have sent in a form or applied by telephone or online and any declarations that **you** made during **your** enrolment for **you** and other members included in **your** membership
- **your** rules and benefits in the Membership Guide within **your** membership pack
- **your** membership certificate, which shows full details of **your insurer**

What happens if I move?

You must always let **us** know when **you** change **your** address, so that **we** can keep in touch and get important documents to **you**.

If **you** move to another country, **you** must let **us** know straight away. **Your** new country may have different regulations about health insurance. **You**, the principal member, need to tell **us** of any change so that **we** can make sure that **you** have the right cover.

Specified country of residence

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

The details of regulations vary from country to country and may change at any time.

In some countries **we** have local partners who are licensed to provide insurance cover but which are administered by **Bupa Global**. This means that customers experience the same quality **Bupa Global** service.

If **your specified country of residence** changes to a country where **we** have a local partner, in most cases **you** will be able to transfer to **our** partner's insurance policy without further medical underwriting. **You** may also be entitled to retain **your** continuity of **Bupa Global** membership; which means that for those benefits which aren't covered until **you** have been a member for a certain period, the time **you** were a member with **us** will count towards that. Please note that if **you** request a transfer to a local partner, **we** will have to share **your** personal information and medical history with the local partner.

If **you** change **your specified country of residence** or **your specified country of nationality**, please call the **Bupa Global** customer services helpline so **we** can confirm if **your** membership is affected, and, if so, whether **we** can offer **you** a transfer service.

Please read 'How are my subscriptions calculated?' section.

Without limitation to the foregoing, **we** will not be able to renew **your** membership at **your** next **anniversary** date if **you** become a permanent resident of the U.S., and, if any **additional people** covered under **your** membership become a resident of the U.S., **we** will not be able to renew their cover under the membership at the next **anniversary** date. 'Permanent resident' shall mean a person residing in the U.S. who is a citizen of or who is permitted under applicable laws to live and work, on a permanent basis, in the U.S., and 'U.S.' shall include the Commonwealth of Puerto Rico for this purpose.

When does my membership begin?

Your membership begins on the 'Period of cover from' date on the first membership certificate **we** send. **Your anniversary** falls on this date each year.

If **you** include any **additional people**, their membership will begin on the 'Period of cover from' date on the first membership certificate **we** send on which they are listed.

If, for any reason, **you** do not continue **your** membership, any **additional people** included in **your** plan can apply for their own membership.

What happens on my anniversary?

Your membership will continue automatically, regardless of **your** age or state of health. **We** retain bank, credit/debit card and direct debit authorisation details to ensure that the policy does not lapse.

We will write to **you** and let **you** know:

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

Any new changes will come into effect after **your anniversary** 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

Ending your membership or removing additional people from cover

You, the **main member**, can choose to cancel **your** membership (which would also end the cover for all of **your additional people**), or remove any **additional people** from **your** cover, at any time, by telephoning or emailing **us**.

Cancellation of **your** membership, or the removal of any **additional people** from cover, will take effect 14 days after **you**, the **main member**, notifies **us** of the request by telephone, email or post. **We** will not back-date any requests for termination, or the removal of **additional people** from cover. Claims relating to **treatment** or benefits taking place following the date of cancellation will not be payable.

To help **us** continue to maintain and improve **our** level of service, **we** would appreciate it if **you** could also let **us** know the reason **you** are ending **your** membership or removing any **additional people** from cover.

Please be aware that **your** membership will end automatically in the following circumstances:

- if **you** do not pay subscriptions or other charges (such as Insurance Premium Tax (IPT) taxes or levies) before, or within 30 days of, the date they are due. If **you** are having trouble paying **your** subscriptions please get in touch – **we** may be able to help, or
- in the event of the death of the **main member**. In this case, any **additional people** in **your** plan can apply to become the **main member**. If the membership is transferred within one month of the date of death of the original **main member** and without a break in cover, **we** will not apply any new personal restrictions or exclusions.

Refunding your subscriptions

Cancellation of your membership or removal of a dependant from cover within the first 28 days

If **you**, the **main 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 **main 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 **main 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 **main member**, choose to cancel the membership of any **additional people** within 28 days of receiving the first membership certificate for that **membership year** which names that **additional people** on the plan, and no claims have been made in respect of any **additional people** for the initial 28 day period, **we** will make a full refund **you**, the **main member**, of all subscriptions paid in respect of any **additional people** for that **membership year**. Where a claim has been made in respect of the initial 28 day period, **you**, the **main member**, will be deemed to have affirmed the **additional people** covered 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 any additional people from cover during the membership year

If **you**, the **main 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 14th day of **us** being notified of the request).

If **you**, the **main member**, choose to remove any **additional people** from cover following the initial 28 days of receiving the first membership certificate for that **membership year** which names **additional people** on the plan (or where cancellation is requested within the initial 28 day period and a claim has been made under the **additional people** covered 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 **additional people** takes effect (i.e. from the 14th day of **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.

If **you**, the **main member**, do not wish to renew **your** membership, **you** must inform **us** in writing as soon as **you** receive **your** renewal documents and prior to **your** renewal date. If no contact is made, **your** membership will automatically renew and any subscription fees will be collected automatically.

How can I change my plan?

Your membership with **us** is an annual contract. This means that **we** can only add or remove options for **you** on **your anniversary** (with the exception of U.S. upgrades which can be requested at any time).

If **you** want to add or remove options, please contact **us** before **your anniversary** to discuss **your** choices.

If **you** add options to **your** plan, **your** subscriptions will be higher. If **you** remove options from **your** plan, **your** subscriptions will be lower.

If **you** add new options to **your** cover, **we** will ask **you** to complete a medical history questionnaire. This means that **we** may apply new special restrictions or exclusions on the new options **you** have chosen, which are personal to **you**.

Adding members to your plan

You can apply to include **additional people** on **your** membership by filling in a Worldwide Health Options form. **You** can download this easily from MembersWorld at bupaglobal.com/membersworld. Or **you** can contact **us** and **we** will send one to **you**.

The medical history for all **additional people you** apply to include on **your** membership, including newborn children, will be reviewed by **our** medical underwriters.

This may result in special restrictions or exclusions, which are personal to them and which will be shown on **your** membership certificate, or **we** may decline to offer cover. For newborn children any exclusions or restrictions will be applied from their 91st day of birth if they are eligible for newborn care, or **we** may decline to offer cover after 90 days of birth.

For application forms received within 30 days of the birth, the newborn care benefit will be eligible from the date of birth until the 90th day. If the application form is not received within 30 days from the date of birth, the newborn care benefit will be eligible from the date of receipt up until the 90th day.

Newborn children are eligible for newborn care and can be included on **your** membership from their date of birth when:

- at least one parent has been covered on this membership or another **Bupa Global** plan for 10 continuous months or more prior to the child's birth the child is not being enrolled on their own membership, and
- **you** have completed a newborn application form and **we** have received it before **your** child is 30 days old.

If the above criteria is not met, **we** will require a completed newborn application form and medical underwriting will apply as described when adding a dependant. When **we** accept **your** newborn child the cover start will be the date **our** medical team accept **your** application to join

Newborn care is not available in the U.S. if cover for pregnancy has been excluded in the U.S. as shown on **your** certificate of cover.

Please note: Children joining a child only policy, with no parent or legal guardian, can only join on or after their 5th birthday.

Each child must have their own policy and no other members are permitted.

Please read 'Newborn care' benefits in **your** 'Table of benefits'.

Adding U.S. cover to your plan

You can apply to include coverage in U.S. at any time following **your** original date of joining. To apply **you** will need to complete a Worldwide Health Options form which can be downloaded easily from membersworld at bupaglobal.com/membersworld. **Your** application will be reviewed by **our** medical underwriters and may result in exclusions or restrictions specific to coverage in the U.S.

Please note that **your** subscriptions will be higher or lower from the effective date of adding or removing cover for the U.S.

New membership certificates

We will send **you** a new membership certificate to record any changes made on **your** plan, such as a change of address or the addition of another person.

Your new membership certificate will replace any earlier ones **you** have received with effect from the 'Certificate issue date', so please discard the previous one.

How are my subscriptions calculated?

Your subscriptions are calculated according to the country in which **you** inform **us you** reside and are based on a number of rating factors such as **your** age, cover (including whether **you** elect U.S. coverage), level of benefits selected, level of **deductible** and any underwriting loading.

Additionally, countries are grouped into zones according to a number of different factors, including the costs and frequency of **treatment** in those countries.

Any decision to vary premiums for a zone is applied to all members in the zone. On renewal **you** would therefore receive the price impact which applies across the zone to members with **your** rating factors.

How do I pay subscriptions and other charges?

The subscriptions for **your** membership must be paid by the 'Due date' shown on the invoice. All subscriptions are payable in advance. **Your** invoice will also show **you**:

- the amount **you** need to pay
- the method **you** have chosen to pay by (direct debit, credit card, etc)
- the currency **you** have chosen to pay in, and
- how often **you** need to make a payment (monthly, quarterly or yearly)

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

Please pay **your** subscriptions directly to **your insurer**. 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**. **Your insurer** will not be responsible for any subscriptions paid to a third party. Subscription payments may be collected by Bupa Insurance Services Limited. In the event that Bupa Insurance Services Limited receives or holds any subscription payment, it does so as agent for and on behalf of **your insurer**. Bupa Insurance Services Limited may also pay certain claims or refunds as agent for and on behalf of **your insurer**. The amount and method of payment is shown in **your** membership certificate.

What happens if I don't pay?

If **you** do not pay subscriptions and other charges when they are due, **your** membership may be suspended. **We** may also suspend **your** membership if **you** do not pay in full any relevant contribution for a claim **we** have paid direct to **your treatment** provider.

Claims submitted while **your** membership is suspended will not be paid. Once **you** have paid **your** subscriptions and **your** membership suspension has ended, **we** will be happy to consider **your** claim.

Will the amount I pay change?

It is likely that the amount **we** charge **you** at **your anniversary** will change. Some of the factors which might affect this include the rising cost of medical **treatments**, which **we** aim to control through negotiating cost control measures with **hospitals** and clinics. Additionally, the ages of everyone on **your** membership, **your** resident country and changes to **your** cover such as adding, changing or removing options or **deductibles** may also influence **your** subscription.

Prices charged may change in response to changes in taxes, charges or levies applicable within the pricing zone based on the country where **you** live. Similarly, prices may change if any new tax, charge or levy is introduced. These changes may occur at any time in response to these events.

Bank charges

You are responsible for any administration charges that **your** bank may make for the payment of **your** subscriptions.

Making a complaint

We are always pleased to hear about any aspect of **your** membership that **you** have particularly appreciated, or that **you** have had problems with. If something does go wrong, **we** have a simple procedure to ensure **your** concerns are dealt with as quickly and effectively as possible.

If **you** have any comments or complaints, **you** can call the **Bupa Global** customer helpline on +44 (0) 1273 323 563, 24 hours a day, 365 days a year. Alternatively **you** can email **us** at: bupaglobal.com/membersworld, or write to **us** at:

Bupa Global

Victory House
Trafalgar Place
Brighton
BN1 4FY

United Kingdom

Easier to read information

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

Taking it further

If **we** can't settle **your** complaint **you** may be able to refer **your** complaint to the Financial Services and Pensions Ombudsman.

You can:

- write to them at Lincoln House, Lincoln Place, Dublin 2
- call them on +353 1 567 7000
- find details at their website www.fspo.ie

Please let **us** know if **you** want a full copy of **our** complaints procedure. (None of these procedures affect **your** legal rights.)

Confidentiality

The confidentiality of personal health information is of paramount concern to the companies in the Bupa group. To this end, Bupa fully complies with applicable data protection legislation and medical confidentiality guidelines. Bupa sometimes uses third parties to process data on **our** behalf. Such processing, which may be undertaken outside the EEA (European Economic Area), is subject to contractual restrictions with regard to confidentiality and security obligations in addition to the minimum requirements imposed by data protection legislation.

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 **main member** (being the person named as the main applicant on the application for the membership), including in relation to **treatment** and services received, claims

paid, the amount of any **deductible** used and, if relevant, any medical history which impacts on the provision of the membership.

In accordance with data protection law, if **you** would like a copy of **your** personal information or **you** would like to update **your** personal information, or if **you** have any other data processing queries please call the **Bupa 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**.

Useful notes and legal information

Other parties

No other party is allowed to make or confirm any changes to **your** membership on **our** behalf, or decide not to enforce any of **our** rights. No change to **your** membership will be valid unless it is confirmed in writing, which may be by letter, email or webchat. Any confirmation of **your** cover will only be valid if it is confirmed in writing by **your insurer**, as above.

Correspondence

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

Applicable law

Your membership is governed by Irish law. Any dispute that cannot otherwise be resolved will be dealt with by courts in Ireland.

If any dispute arises as to the interpretation of this document, then the English version of this document shall be deemed to be conclusive and taking precedence over any other language version of this document. **You** can obtain a copy at any time by contacting **our** customer helpline on +44 (0) 1273 323 563.

Sanction clause

We will not provide cover and **we** shall not be liable to pay any claim or provide any benefit under this Policy to the extent that such cover, payment of a claim(s) or benefits would:

- cause **us** to breach any United Nations resolutions or the trade or economic sanctions, laws or regulations of any jurisdiction to which **we** are subject (which may include without limitation those of the European Union, **United Kingdom** and/or United States of America).
- expose **us** to the risk of being sanctioned by any relevant authority or competent body; and/or
- expose **us** to the risk of being involved in conduct (either directly or indirectly) which any relevant authority or competent body would consider to be prohibited.

Where any resolutions, sanctions, laws or regulations referred to in this clause are, or become, applicable to this Policy, **we** reserve all of **our** rights to take all and any such actions as may be deemed necessary in **our** absolute discretion, to ensure that **we** continue to be compliant. **You** acknowledge that this may restrict or delay **our** obligations under this Policy and **we** may not be able to pay any claim(s) in the event of a sanctions-related concern.

Fraud prevention and detection

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

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

- establish **your** identity
- undertake credit searches and additional fraud searches

Fraudulent Claims

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

- make a fraudulent or exaggerated claim under this plan;
- send **us** fake or forged documents or other false evidence, or make a false statement in support of a claim;
- provide **us** with information which **you** or any dependant knows would otherwise enable **us** to refuse to pay a claim under this plan; and/or
- refuse to cooperate or fail to provide information / documentation reasonably requested by **us** to validate **your** claim(s), whether pending or paid (including but not limited to proof of payment, medical reports and original invoices).

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

- refuse to pay the whole of the claim and any other claim(s) submitted since the date of that claim;
- recover any payments **we** have already made in respect of the claim and/or other claims submitted since that claim(s); 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 the claim(s) was submitted, and **we** will not refund the premium.

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.

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: November 2018

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1. Information about us

Summary: In this privacy notice, '**we**', '**us**' and '**our**' means the Bupa companies trading as **Bupa Global**.

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 and make decisions about how **your** information is handled.

Bupa Global is a trading name of **Bupa Global** Designated Activity Company, Bupa Denmark, filial af **Bupa Global**, Ireland, Bupa Insurance Services Limited and Bupa Denmark Services A/S.

In relation to international private medical insurance:

Bupa Global Designated Activity Company is a designated activity company limited by shares registered in Ireland under company number 623889 and having its registered office at Second Floor, 10 Pembroke Place, Ballsbridge, Dublin 4, D04 VIW6, and is regulated by the Central Bank of Ireland.

Bupa Insurance Services Limited is registered in England and Wales at Companies House under number 3829851. The registered office is 1 Angel Court, London, EC2R 7HJ, and is authorised and regulated by the Financial Conduct Authority (regulation number 312526). Bupa Denmark Services A/S, 8 Palaegade, DK-1261 Copenhagen K, Denmark, Company No. 32451780 is an agent for **Bupa Global** Designated Activity Company.

In relation to Travel:

Bupa Denmark, filial af **Bupa Global** DAC, Ireland is a Danish branch of **Bupa Global** Designated Activity Company, having its registered address at Palaegade 8 DK-1261 Copenhagen K Denmark, and is regulated by the Central Bank of Ireland and subject to limited regulation by the Danish Financial Services Authority (Finanstilsynet).

Bupa Denmark Services A/S, 8 Palaegade, DK-1261 Copenhagen K, Denmark, Company No. 32451780 is an agent for **Bupa Global** Designated Activity Company.

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.

4. Categories of personal information

Summary: We process three 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 related to criminal offences and convictions information (e.g. 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.

Criminal offences and convictions information:

Where Irish data protection law applies, **we** will only process personal data relating to criminal convictions or involvement in criminal proceedings where permitted in specific circumstances including where (1) necessary for the purposes of legal advice or in connection with legal proceedings or in connection with the exercise, defence or establishment of legal claims or legal rights; (2) necessary to prevent injury or property damage or the vital interests of a person; (3) permitted in regulations; (4) **you** have given explicit consent to the processing of **your** personal data for these purposes – which **you** may withdraw at any time; and (5) the processing of **your** personal data is necessary and proportionate to perform a contract or enter into a contract with **you**.

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

If **you** would like more information about how long **we** will keep **your** information for, please contact **us** at 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.

The contact details for the Data Protection Commission are as follows:

Data Protection Commission
Canal House
Station Road
Portllington
County Laois
Phone: 1890 252 231 (Lo Call rate) or +353 57 8684800 (national rate)
Email: info@dataprotection.ie

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.

15. Changes to this privacy notice

We reserve the right to amend this privacy notice at any time, including in relation to the processing activities described above which may change from time to time. **You** can access the most recent version of this privacy notice on **our** website at

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

