



Bupa Well+ Silver Subscription Handbook

This Handbook together with **your subscription confirmation** and the End User Licence Agreement sets out the full terms of **your** Bupa Well+ Silver Subscription. Although they are separate documents **you** should read them together as together they form the whole of Bupa's terms with **you**.

The terms and conditions between you and Bupa

Some words in this document are in bold type. This is because they have a specific meaning which **we** explain in Section 3.

1. Introduction

Need to know

These are the terms and conditions ('**terms**') of **your subscription** with Bupa Insurance Services Limited for the **services**. These **terms** tell **you** who **we** are, how **we** will provide the **services** to **you**, how **you** and **we** may change or end these **terms**, what to do if there is a problem and other important information.

Please read these **terms** carefully and keep them in a safe place so that **you** can refer to them in the future. A copy will be available in the "My Documents" area in the **app**.

You will have accepted these **terms** when **you** pay **your fees** for the **subscription**. If **you** do not agree to these **terms**, **you** should not use the **services** under **your subscription**.

You can only have a **subscription** if **you** meet the eligibility requirements under Section 4. Details of other people that **you** can include in the **subscription** are set out in Section 4.

You'll need a **smartphone** which is compatible with the **app** to access and use the **services**. Android: Version 12 (Snow Cone) onwards. iOS: Versions from 15.x onwards.

You and any **partner** and **child** named on **your subscription confirmation** can only use the **services** while in the **UK** and each individual must be a **UK** resident throughout the **subscription**. Please see Section 4 for full details.

Children under the age of 16 are only able to use the Digital GP appointment service.

If **you**, or an individual that **you** would like to include under the **subscription**, do not think that they will be able to clearly share their medical needs during a remote consultation and will need or prefer face to face consultations, this means that the **subscription** would not be suitable for that person. If this applies please call **us** on 0345 266 7952 to discuss.

Your subscription is for one year's access to the **services**. **Your subscription** will automatically renew each year (subject to **our** and **your** right to cancel **your subscription** set out at Section 9) as long as **you** continue to pay **your fees** or unless **we** decide to stop providing Bupa Well+ Silver **subscription**. At **your renewal date** **you** can let us know about any changes to the individuals that **you** would like to include in **your subscription** and **we** will let **you** know about any changes that **we** will be making to the **fees** and/or **services**. **We** will write to **you** at the email address **you** provided to **us** to let **you** know at least 28 days before **your renewal date**.

Only **you** and **Bupa** have legal rights under the **subscription**. Anyone who is included by **you** under the **subscription** has access to the complaints process.

How to contact us

Webchat: For answers to general questions about using your **subscription**, chat to **us** using **your app** or by visiting bupa.co.uk.

Phone: If **you** have a technical issue with the **app**, call **us** on 0345 266 7952 and **we**'ll be happy to help.

If **you** have other queries like a cancellation request, call **us** on 0345 266 7952.

If **we** have to contact **you**, **we** will write to **you** at the email address **you** provided to **us**.

For those with hearing or speech difficulties **you** can use the Relay UK service on **your** smartphone or textphone. For further information visit www.relayuk.bt.com.

We also offer documents in Braille, large print or audio.

2. Your subscription documents

There are three documents which set out full details of how **your subscription** works and are **your agreement** with **us**:

- the terms in this Handbook which set out details about the **subscription** and use of the **services**; and
- **your subscription confirmation** which shows when **your subscription** starts, renews, the **fees** and who **you** have chosen to have access to the **services**; and
- the End User Licence Agreement in the **app**, which sets out further details about the **services** and terms of use for the **app**.

Although these are separate documents, **you** should read them carefully as together they form the whole of **Bupa's** terms with **you**.

Each year, **we** will send **you** terms set out in a Handbook and a **subscription confirmation** document, both of which apply to **your subscription** for that year.

The End User Licence Agreement can be found in the **app**. When **you** sign into the **app** at

any time during **your subscription**, if the End User Licence Agreement has been updated **you** will be required to accept the terms again.

We use third parties to provide some of the **services**. Use of those **services** will be subject to, and conditional upon **you** entering into the separate terms and conditions of those third party providers. If this applies it will be stated in Section 6.

3. Definitions

Some words in this document are in bold type. This is because they have a specific meaning which **we** explain here:

Agreement means the agreement between **you** and **Bupa** and which are together the terms in this Handbook, the **subscription confirmation** and the End User Licence Agreement.

App means the My Bupa app which provides information about and access to the **services**, as amended from time to time.

Bupa/our/we/us means Bupa Insurance Services Limited, a company registered in England and Wales. Our company registration number is 3829851 and our registered office is at 1 Angel Court, London, UK EC2R 7HJ.

Child/children means a child/children (up to and including age 24) that **you** are responsible for and who is/are named on **your subscription confirmation**.

Clinician means a general practitioner, advanced nurse practitioner, physiotherapist, counsellor, psychotherapist or CBT (Cognitive Behavioural Therapy) practitioner who may provide the relevant **services** to a **patient**.

Fee means the fee for the **services** paid by **you** to **us** which may be a one-off payment when **you** start **your subscription** (“**the annual fee**”) or (where agreed by **us**) payment of the **annual fee** by monthly payments during the **subscription** (“**the monthly payment**”).

Partner means **your** husband, wife, civil partner or the person **you** live with in a relationship and who is named on **your subscription confirmation**.

Patient means the person using the **services** which may be **you** or **your partner** or **your child** who is named on **your subscription confirmation**.

Renewal date means each anniversary of **your start date**.

Services means the remote digital **services** listed in Section 6.

Smartphone means (i) Android: Version 12 (Snow Cone) onwards; and (ii) iOS: Version from 15.x onwards.

Start date means the date stated on **your subscription confirmation** which is the date that **you** bought **your subscription** by paying the **annual fee** or by arranging the first **monthly payment** of the **fees** (see Section 9 for further details).

Subscription means **your agreement** with **us** for access to and use of the **services** via the **app** for each year.

Subscription confirmation means the document that confirms that **you** have bought the **subscription**, who can use the **services** under the **subscription**, the **start date**, the automatic **renewal date**, the **fees**, and if **you** have chosen to pay the **fees** by **monthly payment**, the amount and when payments will be taken by **us**.

UK means Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

You/your means the individual named as the main subscriber on the **subscription confirmation**, not a **partner** or **child/children**.

4. Eligibility

4.1 **You** must:

- 4.1.1 be aged 18 or over; and
- 4.1.2 be resident in the **UK** for at least six months during the **subscription**; and
- 4.1.3 have agreed to pay the **fees**; and
- 4.1.4 not have taken out a Bupa Well+ **subscription** and cancelled the **subscription** in the three months prior to the **start date** or had the **subscription** cancelled or suspended by **us** in the three months prior to the **start date**; and
- 4.1.5 not have a Bupa health insurance policy and/or be covered under a health benefit arrangement between **your** employer and a member of the **Bupa** group of companies.

4.2 **You** can also include **your partner** and up to four **children** if **you** have provided their details and agreed to pay the **fees** for them. **Your partner** and each **child** must be:

- 4.2.1 resident in the **UK** for at least six months during the **subscription**; and
- 4.2.2 not have taken out a Bupa Well+ **subscription** and cancelled the **subscription** in the three months before the **start date** or had the **subscription** cancelled or suspended by **us** in the three months prior to the **start date**; and
- 4.2.3 not have a Bupa health insurance policy or be covered under a health benefit arrangement between **your** or their employer and a member of the **Bupa** group of companies.

4.3 If a **child** is under 16 years of age they will only be able to access the digital GP appointment service listed and **you** or a legal guardian of the **child** will need to book appointments for them. Further details are set out in Section 6.

4.4 You'll need a **smartphone** which is compatible with the **app** to access and use the **services** under the **subscription**.

5. Start and duration of the subscription

Your subscription starts on the **start date** and is for a year from the **start date** or until **you** or **we** end the **subscription** or the **agreement** for any of the reasons set out under Section 9.

6. The services – how to use them, terms of use and exclusions

General information – access and use of the services

6.1 Subject to payment of the **fees**, the **subscription** allows the **patient** access to the remote **services**. Access to the **services** is subject to availability. Further details are set out in this Section 6.

6.2 If the **patient** does not think that they will be able to clearly share their medical needs during a remote consultation, they should consider booking an appointment to speak to a practitioner in person, whether through the NHS or privately - which may incur a cost and is not included in the **subscription**. If this applies to **you** or any person that **you** have included under the **subscription** this means that the **subscription** would not be suitable for **you** or that person. If this applies please call **us** on 0345 266 7952 to discuss.

6.3 These **terms** apply to all use of the **services** whether by **you** or **your partner** or **your child/ children**. If **your partner/children** use the **services**, **you** are responsible for explaining their responsibilities under these **terms** and shall make sure that they comply with their responsibilities in these **terms**.

6.4 The **services** shouldn't replace consultations with a **patient's** regular GP. A **patient** can talk to their regular GP about any information **they** get through the use of the **services** under the **subscription**. A **patient** should contact emergency services or arrange follow-on care if a **clinician** recommends it.

6.5 The **services** are not intended for use in an emergency, instead a **patient** should call 999 or go to their nearest Accident & Emergency (A&E) department.

6.6 **Clinicians** can't prescribe controlled drugs and have strict limits on high-risk medicines. They may refuse to prescribe to a **patient** if they think it's not safe or legal to do so. Also, **clinicians** can't issue repeat prescriptions, which can only be obtained through a **patient's** regular GP.

6.7 All **services** must be booked and are only available for remote use via the **app**.

6.8 If a **patient** would like to rearrange or cancel a booking they should do this in the **app**.

6.9 A **patient** may not use the **services** for:

- 6.9.1 any unlawful purpose;
- 6.9.2 to interfere with any other person's use of the **services**;
- 6.9.3 to attempt to clinically diagnose themselves;
- 6.9.4 to prescribe treatments to others.

Services

Wellbeing services

6.10 Fitness Centre: access to fitness classes, programmes and exercise plans in the **app**.

6.11 Everyday Wellbeing resources such as guided meditations and tips for healthy living are also available in the **app**.

6.12 There are terms that apply when **you** use the wellbeing services and those are explained in the End User Licence Agreement.

Digital GP appointments

6.13 GP remote appointments (via video or by phone) can be booked any day of the week. Appointments are available between 6am and 10pm every weekday and 8am and 8pm on weekends and are subject to availability.

6.14 Appointments are for a maximum of 10 minutes.

6.15 The **clinician** may provide:

- 6.15.1 a diagnosis, treatment or other recommendation such as a referral to another specialist. A consultation with a specialist is not included in the **subscription**; and/or
- 6.15.2 advice and/or an explanation of self-management; and/or
- 6.15.3 electronic private prescriptions; and/or
- 6.15.4 fit notes for statutory sick pay.

6.16 There are some medical conditions that **clinicians** won't be able to help with in a remote consultation and a **patient** will be advised of this.

6.17 If a **patient** has a medical emergency they should contact 999 or go to Accident & Emergency (A&E) Department. A medical emergency includes things like:

- chest pain;
- severe or sudden breathing difficulties;
- suspected stroke or seizure;
- bleeding heavily.

6.18 **Children** under the age of 16 are only able to use these digital GP appointment services. All other **services** require an individual to be aged 18 or over. Consultations for **patients** under the age of 16 must be booked as a video consultation.

Prescription delivery service – Digital GP Appointment service

6.19 A **patient** will need to pay for the cost of any medicines prescribed by the **clinician**. If a **patient** is provided with a prescription, they will be provided with a choice of being able to collect it from a list of pharmacies or a home delivery service (if available in that area). **We** cannot accept returns or refunds for medicines.

6.20 Delivery of prescriptions will be offered the same or next day based on the location and time of the consultation, subject to availability. For home delivery, if there is an additional charge, a **patient** will be told during the ordering process. For picking up at a pharmacy, a **patient** may be able to visit the pharmacy and get the prescription within two hours from the time of the GP consultation, subject to availability.

6.21 The terms of the relevant pharmacy will apply. **We** do not take responsibility for any acts or mistakes of this pharmacy or any other pharmacy a **patient** may use.

Mental health services

All of the mental health **services** set out below, except for personal coaching, can only be accessed after a **patient** has had a mental health triage call and the **clinician** confirms that the **services** below are clinically appropriate for that **patient**. A **patient** can access personal coaching without a mental health triage call and will then be taken through a pre-assessment.

A. Mental health triage

6.22 A triage call can be booked any day of the week. Appointments are subject to availability.

6.23 Appointments are for a maximum of 20 minutes.

6.24 A specialist mental health team can give initial advice and recommend use of any of the **services** set out below, or if those are not considered suitable, they will discuss next steps with a **patient**. Those next steps will not be part of the **subscription**.

B. Personal lifestyle coaching

6.25 Mental health coaches can provide up to two hours of support to each **patient** per **subscription**. Appointments are available between 8am and 8pm every weekday and 9am to 5pm weekends and public or bank holidays in England and are subject to availability.

C. Mental health self-management programme

6.26 Online self-management mental wellbeing programmes are part of the **subscription**.

6.27 Up to a maximum of 10 unsupported online sessions are available in the Silvercloud app to each **patient** in each year of **subscription**. To access the self-management programme in the Silvercloud app, a **patient** will be asked to accept the Silvercloud terms of use before using the online sessions.

D. Cognitive Behavioural Therapy (CBT) sessions

6.28 Up to a maximum of eight Cognitive Behavioural Therapy sessions are part of the **subscription** for each **patient** in each year of the **subscription**. Appointments are available between 8am and 8pm seven days a week and public or bank holidays in England and are subject to availability.

6.29 Each session lasts 60 minutes.

E. Counselling sessions

6.30 Up to six remote counselling sessions are part of the **subscription** for each **patient** in each year of the **subscription**. Appointments are available between 8am and 8pm every day seven days a week and public or bank holidays in England and are subject to availability.

6.31 Each session lasts 60 minutes.

F. Concierge session

6.32 Concierge Session with a **clinician** is part of the **subscription**. For more complex mental health issues up to two hours personalised virtual concierge session is available to each **patient** in each year of the **subscription**. In the session a **patient** will be assigned a case manager who will set checkpoints and direct them to an appropriate service. Any referral is not included in the **subscription**.

Musculoskeletal (MSK) services

A. MSK triage

6.33 A triage call can be booked seven days a week. Appointments are available between 8am and 10pm every weekday and 8am and 8pm weekends, public and bank holidays in England and are subject to availability.

6.34 The **clinician** will assess a **patient's** symptoms over video or by phone and recommend a course of treatment. The only **services** available under the **subscription** are self-management or virtual physiotherapy sessions as detailed below. Any other course of treatment is not included in the **subscription**.

6.35 Sessions last up to 20 minutes.

B. Self-managed treatment programme

6.36 Online self-management programmes are part of the **subscription**.

6.37 Online sessions are via the Physitrack **app**. A **patient** will be asked to accept terms of use before accessing any programmes.

C. Remote virtual physiotherapy sessions

6.38 Physiotherapists provide up to six remote sessions for each **patient** in each year of the **subscription**. Appointments are available between 8am and 8pm every day and are subject to availability.

6.39 Sessions last up to 20 minutes.

Exclusions:

6.40 The **services** do not include or provide for:

- 6.40.1 NHS prescriptions;
- 6.40.2 any consultations with a specialist;
- 6.40.3 prescribing certain medications including controlled drugs
- 6.40.4 physical examinations and reports which require access to full medical records;
- 6.40.5 antenatal or maternity care;
- 6.40.6 drug and alcohol rehabilitation services;
- 6.40.7 immunisations or vaccinations;
- 6.40.8 any tests including but not limited to diagnostic or blood tests; or
- 6.40.9 the purchase of any equipment or other additional items.

Variation or suspension of services

6.41 **We** will endeavour to ensure that the **services** do not vary from those set out in these **terms**, but from time to time **we** may need to vary the **services**. **We** may have to vary or suspend the supply of all or part of the **services** to: (a) deal with technical problems or make minor technical changes; or (b) update the **services** to reflect changes in relevant laws and regulatory requirements; or (c) if **we** are unable to provide the **services** because of an unexpected event outside of **our** control. If **we** need to vary the **services** **we** will let **you** know.

6.42 **We** reserve our right to take reasonable and proportionate action which may include terminating **your subscription** under Section 9 or applying a temporary suspension of **your subscription** in the event of an excessive or inappropriate use of the **services** by a **patient**, including (but not limited to):

- 6.42.1 cancelling an unreasonable number of appointments within 24 hours of the appointment time;
- 6.42.2 failure to attend an unreasonable number of appointments without prior notice; or
- 6.42.3 requiring repeat appointments which are not clinically appropriate.

6.43 Whilst **your subscription** is suspended (which includes payment of any **fees**), the **patient** will be unable to receive any **services** until the **subscription** is reinstated and any arrears of **fees** are made. **We** will contact **you** by email to notify **you** that **your subscription** has been suspended and if **you** are not the **patient**, **you** are responsible for informing the **patient(s)** that their access to **services** has been suspended.

7. Your and each patient's obligations

7.1 **You** must tell **us** if **you** or an individual who has access to the **services** and is named on the **subscription confirmation** stops meeting the eligibility requirements in Section 4 at any time during **your subscription**.

7.2 **We** or the **clinician** may need certain information from the **patient** for the use of the **services**. That information will be reasonable, proportionate and necessary to allow the **services** to be provided. If the **patient** does not give that information within a reasonable time, or if the **patient** gives incomplete or incorrect information, then **we** or the **clinician** may not be able to provide the **services**. The information must be in English.

7.3 The **clinician** will need to know if any of the information that they hold about the **patient** is wrong or out of date.

7.4 A **patient** must not create duplicate accounts on the **app** or register more than once to use the **services**.

7.5 If a **patient** uses the **services** the **patient** will need to:

- 7.5.1 adopt the recommendations advised by the **clinician**;
- 7.5.2 follow any instructions **clinicians** give about how to use medicines or healthcare products **clinicians** recommend or prescribe. This includes use-by dates;
- 7.5.3 keep any prescribed medication secure and don't allow anyone other than the **patient** named on the prescription to use them;
- 7.5.4 only use the **services** as a **patient** unless **you** are seeking advice for a **child** under the age of 16 years old of whom **you** are the parent or legal guardian and who is included under the **subscription confirmation**;
- 7.5.5 tell a practitioner or a GP if a **patient** has any bad or unexpected effects from anything recommended; and
- 7.5.6 contact emergency services immediately if a **patient** thinks it's necessary.

7.6 When a **patient** books an appointment if they choose to upload a photo they must not upload any photos of intimate areas.

8. Price and payment of fees

8.1 **You** agree to pay the **fees** which **we** will confirm to **you** at the time that **you** are deciding whether to purchase the **services** and in **your subscription confirmation**. **We** will also confirm to **you** the renewal **fee** and any changes to the **services** 28 days before **your renewal date**. **We** will tell **you** about the **fees** in writing at each of these times.

8.2 **We** will review the cost of the **subscription** from time to time and **we** reserve the right to adjust **your fee** at each **renewal date**. If **your fee** changes **we** will give **you** at least 28 days' notice as part of **your** renewal information.

8.3 The **annual fee** is paid on or before the **start date**. If **we** have agreed that **you** can pay the **annual fee** on a monthly basis by **monthly payment** (up to a maximum of 12 months in total) the requirements in the rest of this Section 8 will apply.

- 8.4 If **we** agree that **you** can pay the **annual fee** by **monthly payments**, the first **monthly payment** is paid on or before the **start date** when **you** purchase the **subscription** and after that each **monthly payment** will be payable on a regular payment date which will be set out in **your subscription confirmation** (the “**billing date**”). **Your first monthly payment** will be a) a payment for the period between the **start date** and the end of the month when **you** purchase **your subscription** and b) a payment for the next full calendar month. After that each **monthly payment** will cover a full calendar month at a time.
- 8.5 If **you** fail to pay the **monthly payment** on the date it is due to be paid during the **subscription** or fail to pay the **annual fee** on renewal, **we** will immediately suspend **your subscription** (and therefore access to the **services**) and the suspension will continue while the **monthly payment** or **annual fee** is outstanding. **You** are responsible for informing the **patient(s)** that the **subscription** has been suspended and that they are not entitled to access any further **services**. If **you** would like to keep **your subscription** **you** can contact us within 14 days of the failed payment to reinstate. If **you** do not contact us **your subscription** will end.

9. Renewal, cooling off period, termination, cancellation and refunds

- 9.1 **Your subscription** is for one year’s access to the **services** from the **start date**. **Your subscription** will automatically renew each year on the anniversary of the **start date** (subject to **our** and **your** right to cancel **your subscription** set out in this Section 9) as long as **you** continue to pay **your fees** or unless **we** decide to stop providing Bupa Well+ **subscription**. At **your renewal date** **you** can let us know about any changes to the individuals that **you** would like to include in **your subscription** and **we** will let **you** know about any changes that **we** will be making to the **fees** and/or **services**. **We** will write to **you** at the email address **you** provided to **us** to let **you** know at least 28 days before **your renewal date**.
- 9.2 Under applicable law when **you** purchase the **subscription**, **you** have a ‘cooling off period’ of 14 days from the **start date**, where **you** can cancel via the **app** or by contacting us on 0345 266 7952 and if **you** or **your partner** or **children** have not used the **services** **you** will receive a full refund of the **annual fee** or **monthly payment** paid.
- 9.3 If **you** or **your partner** or **children** books an appointment and receives the **services** within **your** cooling off period, **you** acknowledge and agree that **you** will not be able to benefit from the full 14 day cooling off period and you will be required to pay the first **monthly payment** and therefore **Bupa** is entitled to retain one **monthly payment** for the **services** received during the cooling off period.
- 9.4 **You** may end the **subscription** at any time. **You** are responsible for informing the **patient** that the **subscription** has been cancelled and that they are not entitled to access any further **services**. If **you** cancel **your subscription** after the first 14 days **we**’ll refund any **fees** paid for the period after **your subscription** ends.
- 9.5 No refund of the **fee** will be given if a **patient** cancels an appointment, unless that cancellation is during the cooling off period and **you** decide to cancel during that period as set out in this Section 9. **We** will monitor cancellations and **we** reserve the right to apply suspensions in accordance with Section 6.

9.6 Where **we** are unable to deliver the **services** at the time and date the **patient** has booked, **we** will contact the **patient** directly to reschedule their appointment as soon as possible in advance of their booking.

9.7 **We** may end the **subscription** or access to the **services** by **you** or any individual named on the **subscription confirmation** (as applicable) at any time by writing to **you** if:

- 9.7.1 **you** breach terms of use of the **app** as explained in the End User Licence Agreement and Section 17;
- 9.7.2 **you** do not pay the **fees** as explained in Section 9;
- 9.7.3 **you** or any individual named on the **subscription confirmation** stops being resident in the **UK**;
- 9.7.4 **you** or any individual named on the **subscription confirmation** takes out a Bupa UK health insurance policy or is covered under a **Bupa** health benefit arrangement via their employer;
- 9.7.5 **we** find out that **you** or a person named on the **subscription confirmation** has cancelled a **subscription** in the three months before the start date;
- 9.7.6 **we** do not have the correct contact details for **you** and **we** are unable to confirm them after using reasonable endeavours to do so, as **we** won't be able to confirm your **subscription** at the **renewal date**;
- 9.7.7 **you** die;
- 9.7.8 where **we** are required to terminate the **subscription** to comply with any applicable law or a legal direction;
- 9.7.9 where one or more of **Bupa's** third party suppliers cease to provide **Bupa** with the **services** necessary for **Bupa** to provide the **services** under this **agreement**. If this happens **Bupa** may terminate the **subscription** and provide a refund of **fees** for any remaining period of the **subscription** or use an alternative third party supplier to provide a similar **service**; or
- 9.7.10 if a **patient** uses abusive or inappropriate behaviour towards any **clinician**, employee or partner of **Bupa** including (but not limited to) using offensive, abusive or inappropriate remarks or behaviours;
- 9.7.11 in the event of an excessive or inappropriate use of the **services** by a **patient**, including (but not limited to):
 - cancelling an unreasonable number of appointments within 24 hours of the appointment time;
 - failure to attend an unreasonable number of appointments without prior notice; or
 - requiring repeat appointments which are not clinically appropriate.
- 9.7.12 if there is reasonable evidence that **you** or a **patient** didn't take reasonable care answering any questions (by this **we** mean giving false information or keeping necessary information from **us** or a **clinician**) at the time that **you** purchased the **subscription** or at any time that **you** or a **patient** use the **services**.

If **your subscription** ends for the reasons listed at 9.7.3, 9.7.4, 9.7.6, 9.7.7, 9.7.8 and 9.7.9 **Bupa** will refund fees paid for the period after **your subscription** ends.

9.8 **We** can cancel or refuse to renew **your subscription** if, in **our** reasonable opinion, **our** relationship with **you** or your **partner/child** has broken down. For example, being abusive in the manner set out at Section 9.7.10; and/or issuing court proceedings without merit, and/or any act which leads us to believe **you** or **your partner/child** will not act in good faith in **your** dealings with **us**.

10. Complaints

10.1 **We** work hard to provide a great service to our customers, but occasionally things can go wrong and when this happens **we**'ll do our best to put things right quickly.

10.2 Call **us** on **your Bupa** helpline number, which **you** can find on **your subscription confirmation**, or call **our** Customer Relations team on 0345 606 6739 between 9am and 5pm, Monday to Friday. **We** may record or monitor phone calls.

10.3 Chat to **us** online at bupa.co.uk/complaints.

10.4 Email **us** at customerrelations@bupa.com (please include **your subscription** number). If **you** need to send **us** sensitive information **you** can email **us** using Egress, which is a free secure email service. Visit switch.egress.com. Write to **us** at Customer Relations, Bupa, Bupa Place, 102 The Quays, Salford, M50 3SP.

10.5 If **we** can't resolve **your** complaint straight away, **we**'ll email or write to **you** within five business days to explain the next steps.

11. Liability

11.1 **We** provide the **subscription** by collecting the **fee** from **you** and arranging access to the **services** available to **you** in accordance with the **agreement**, including these **terms**.

11.2 **You** acknowledge and agree that computers, internet and telecommunications suffer interruptions and are not fault free and **we** do not make any representation or warranty in relation to such systems or technology. **You** further acknowledge and agree that occasional periods of downtime for repair, maintenance and upgrading may be required and **we** cannot therefore guarantee uninterrupted provision of the **services**.

11.3 **We** are responsible to **you** for foreseeable loss and damage caused by **us**. If **we** fail to comply with these **terms**, **we** are responsible for loss or damage **you** suffer that is a foreseeable result of **our** breaching these **terms** or **our** failing to use reasonable care and skill, but **we** are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both **we** and **you** knew it might happen.

11.4 **We** do not exclude or limit in any way **our** liability to **you** where it would be unlawful to do so. This includes liability for death or personal injury caused by **our** negligence or the negligence of **our** employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

- 11.5 **We** are not liable for business losses. **We** only supply the **services** under the **subscription** for private, individual use. If **you** or a **patient** use the **services** for any commercial, business or resale purpose **we** will have no liability to **you** for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 11.6 Subject to clause 11.4, **we** shall not be liable to **you** for any damages, costs or losses in excess of the **annual fee** for the **subscription**.
- 11.7 Although **we** will use reasonable endeavours to prevent intentional misuse of the **services** and/or the **app** and the dissemination of harmful programs via the **app**, **we** will not be liable for any loss or damage caused by any intentional misuse of the **services** and/or the **app** or the distribution of viruses or other technologically harmful material that may infect **your** computer equipment, computer programmes, data or other proprietary material due to **your** use of the **services** or the **app**.
- 11.8 **We** are not responsible for delays outside **our** control. If **our** provision of the **services** is delayed by an event outside **our** control, then **we** will contact **you** as soon as possible to let **you** know and **we** will take steps to minimise the effect of the delay. Provided **we** do this **we** will not be liable for delays caused by the event.

12. Change of details

- 12.1 **You** should ensure that **your** name, address and other contact details provided to **Bupa** are accurate and up to date in the **app**. Please notify **us** via the **app** of any changes as soon as reasonably practicable.

13. Privacy

- 13.1 **We** recognise that when **you**/the **patient** give(s) **us** personal information (which includes health information) **you**'re trusting **us** to take good care of it. Please see www.bupa.co.uk/privacy for more information about how **we** collect, use and protect **your**/the **patient** data. If **you** don't want to receive marketing about **Bupa** products and services that **we** think are relevant to **you**, please email **us** at optmeout@bupa.com, write to us at Bupa Privacy Team, 1 Angel Court, London, EC2R 7HJ or call **our** Customer Relations team on 0800 028 8262 between 9am and 5pm, Monday to Friday. **We** may record or monitor phone calls.
- 13.2 Whilst this is set out at www.bupa.co.uk/privacy **we** did want to highlight that in using the **services**, **your** or a **patient**'s personal information (including for some **services** health information) will be held by certain third parties that supply the **services** to **Bupa**.

14. Other

- 14.1 **You** need **our** consent to transfer **your** rights to someone else. **You** may only transfer **your** rights or **your** obligations under these **terms** to another person if **we** agree to this in writing.
- 14.2 These **terms** are between **you** and **Bupa**. No other person shall have any rights to enforce any of its terms.

14.3 If a court finds part of these **terms** illegal, the rest will continue in force. Each of the paragraphs of these **terms** operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15. Governing law and jurisdiction

15.1 These **terms** and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

15.2 **You** can bring legal proceedings in respect of the service in the English courts. If **you** live in Scotland **you** can bring legal proceedings in respect of the **subscription** in either the Scottish or English courts. If **you** live in Northern Ireland **you** can bring legal proceedings in respect of the **subscription** in either the Northern Irish or the English courts.

15.3 **We** will only conclude this contract in the English language.

16. Financial crime

16.1 **You** agree to comply with all **UK** laws relating to detecting and preventing financial crime including, (the Bribery Act 2010 and the Proceeds of Crime Act 2002).

16.2 **We** will not provide a **subscription** or access to or use of the **services** to the extent that such access would:

- 16.2.1 be in contravention of any United Nations resolution 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, the United Kingdom, and/or the United States of America); and/or
- 16.2.2 expose **us** to the risk of being sanctioned by any relevant authority or competent body; and/or
- 16.2.3 expose **us** to the risk of being involved in conduct (either directly or indirectly) which any relevant authority, banks **we** transact through, or competent body would consider to be prohibited where any resolutions, sanctions, laws or regulations referred to in this clause are, or become applicable.

16.3 **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, delay or terminate **our** obligations and **we** may not be able to provide the **subscription** and/or access to **services** in the event of a sanctions-related concern.

17. Use of the services via the app

- 17.1 To access and use the **services** in the **app** the sections below and the End User Licence Agreement apply to **you** or any **partner** or **child** (aged 16 and under 24) named on the **subscription confirmation**.
- 17.2 **You** acknowledge that the content from using the **services** and the **app** that are made available are protected by legal rights and interests including copyright and intellectual property rights owned by **us**, **our** partners and/or the parties who provide the content (or other people or companies on their behalf). **We** do not grant **you** permission to share any of the content unless explicitly indicated. **You** may not copy, modify, duplicate, create derivative work from, frame, mirror, republish, download, display, transmit or distribute all or any part of the **services** in any form or media or by any means; or attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human perceivable form all or part of the **services**. Where applicable, **you** shall keep a secure and confidential password for **your** use of the **services**. **You** shall use reasonable endeavours to prevent unauthorised access to all or any part of the **services** and in the event that **you** become aware of any unauthorised access or use **you** shall notify **us** as soon as reasonably practicable.
- 17.3 **You** agree not to distribute, publish, duplicate, copy, create, modify, sell, distribute or share portions or all of the **services**, the use of the **services** or access to the **services** for any commercial purposes.
- 17.4 **You** agree not to remove, obscure or alter any proprietary rights notices including copyright and trademark notices that might be contained within the **services**.
- 17.5 Unless **you** have been authorised in writing by **us**, **you** agree not to use any trademarks, trade names or logos of any company or organisation through the **services** in a way that is intended to cause confusion about such marks, names or logos.
- 17.6 **You** cannot and **you** must not allow a third party to copy, modify, or create a derivative work through reverse engineering, or attempt to discover any code or transfer any right in the software unless it is permitted by law or unless **you** have been given written permission by **us**.
- 17.7 This licence is allowed solely for allowing **you** and a **patient** to use the **services** as allowed by these **terms**. Unless **we** have given **you** specific written permission, **you** cannot assign **your** rights to use the software, grant a security interest over the software or transfer any part of **your** rights to use the software. **You** agree not to modify the software in any way or form or use modified versions of the software, including for obtaining prohibited access to the **services**. **You** agree not to access the **services** through other means except through the interface provided by **us**. Any rights that are not granted here are reserved.
- 17.8 **You** and/or a **patient** may not use the **services** and/or the **app**:
- 17.8.1 for any unlawful purpose;
 - 17.8.2 to interfere with any other person's use or enjoyment of the **services**;
 - 17.8.3 to attempt to clinically diagnose **yourself**;

- 17.8.4 to prescribe treatments to others;
- 17.8.5 to create, check, confirm, update or amend **your** own or someone else's databases, records, directories, customer lists, mailing or prospecting lists;
- 17.8.6 as a source of material or contact data for any kind of marketing activity;
- 17.8.7 to tamper with, update or change any part of the **services**;
- 17.8.8 in a way that affects how it is run;
- 17.8.9 in a way that imposes an unreasonable or disproportionately large burden on **Bupa's** communications and technical systems as determined by **us**; or
- 17.8.10 using any automated means to monitor or copy the **services** or its content, or to interfere with or attempt to interfere with how the **services** work.

17.9 The **services** may provide links to third party content or websites. Such links are provided for **your** information only and **Bupa** is not responsible for, and cannot guarantee, the completeness, reliability or accuracy of information or other content on such third party content or websites or that such information is up to date. **We** have no control over the contents of this content or those websites or resources, and accept no responsibility for them or for any loss or damage that may arise from **your** use of them. The inclusion of a link to third party content or a third party website should not be taken in itself to mean endorsement by **Bupa** of the content, website, the site owner, or any specific content to which it points. **Bupa** also cannot guarantee that any third party content, website or any service on that website will remain available. Please also be aware that when **you** leave **our** website, other websites may have different privacy policies and terms which are beyond **our** control and of which **you** should make yourself aware.

17.10 Where **we** provide **you** or a **patient** with third party tools to access the **services** or communicate with **us** such as (without limitation) telephone, video conferencing or webchat technology (tools) the following terms shall apply:

- 17.10.1 to the extent permitted by law, the tools are provided "as is" and **we** give no representation, assurance or warranty regarding the quality, use, availability, content, security, non-infringement or reliability of the tools. **We** expressly exclude any warranties of this kind whether express or implied or statutory;
- 17.10.2 **you** are responsible for ensuring **you/a patient** have an internet connection and devices suitable, up to date and compatible in order to use the tools;
- 17.10.3 **your** use of the tools is at **your/a patient's** own risk; and
- 17.10.4 **you/a patient** must only use the tools in connection with the receipt of the **services**.
- 17.10.5 **You/a patient** must not:
 - (a) copy, translate, disassemble, decompile, reverse-engineer or otherwise modify any parts of the tools;
 - (b) transmit any content, data or information that is unlawful, abusive, malicious, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another's privacy right or right of publicity, or racially or ethnically objectionable;
 - (c) infringe the intellectual property rights of any entity or person;
 - (d) interfere with or disrupt the tools or systems used to provide the tools, or other equipment or networks connected to the tools;
 - (e) circumvent or disclose the user authentication or security of the tools or any host, network, or account related thereto;

- (f) store or transmit “SPAM” (defined as unsolicited commercial email or “malicious code” (defined as viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents or programmes);
- (g) interfere with or disrupt the integrity or performance of the tools or third-party data contained therein; and/or
- (h) attempt to gain unauthorised access to the tools or their related systems or networks;
- (i) impersonate another person; or
- (j) make any use of the tools that violate any applicable law or regulation.

17.11 **We** reserve the right to vary the tools at any time.

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The Wellbeing Services are provided by Bupa and Spectrum Wellness UK Limited. Spectrum Wellness UK Limited is registered in England and Wales at Huckletree Ancoats, 9 Great Ancoats St, Manchester, M4 5AD. Its company number is 11815511.

Services are subject to availability.