# Your Bupa policy guide

# **Cash Plan**

This guide, together with your welcome letter (or email), table of cover and premium table, sets out the full terms of your cover.



# About this policy guide

Welcome to your cash plan policy guide. We know that insurance can sometimes be hard to follow. That's why we've made this guide as simple as possible, so you'll find individual chapters that deal with each aspect of your cover. Please make sure that you keep this guide somewhere safe, as you may need it when you come to claim.

#### Get in touch

If you have any queries do not hesitate to call us on **0345** 606 6003,† write to us at **Bupa Cash Plan, Bupa Place, 102 The Quays, Salford M50 3SP** or email us at **cashplanmemberservices@bupa.com.** We'll be happy to help.

If emailing or writing to us, please include your membership number, full name and postcode so that we can reply to your query as quickly as possible.

If you need to send us sensitive information you can email us securely using Egress.

For more information and to sign up for a free Egress account, go to <a href="https://switch.egress.com">https://switch.egress.com</a>. You will not be charged for sending secure emails to a Bupa email address using the Egress service.

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.

# **Contents**

Policy terms	4
1. Definitions	4
2. How your membership works	6
3. Making a claim	12
4. Payment of claims	15
5. Bupa Employee Assistance Programme (if applicable)	16
Protecting your information and rights	
6. Your right to cancel or end your membership	18
7. Status disclosure	19
8. Statement of demands and needs	19
9. Privacy notice - in brief	20
10. Financial crime and sanctions	
11. Making a complaint	23

# **Policy terms**

# 1. Definitions

Some words and phrases in this document are in bold type and italics because they have a specific meaning which we explain below.

Word/phrase	Meaning
Agreement	Means the agreement between <i>Bupa</i> and the <i>group</i> which provides the terms of your cover.
Annual renewal date	Your annual renewal date will be the renewal date for the <i>group</i> . Depending on the month in which you first join the policy, your initial period of cover may not be a full 12 months.
Benefit or benefits	Means each of the <i>benefits</i> set out in the <i>table of cover</i> , which you can claim for as a <i>member</i> of the policy.
Benefit allowance	Means the maximum amount available for each <i>benefit</i> of the <i>cash plan</i> during each <i>benefit year.</i> You can find the allowances for each <i>benefit</i> in the <i>table of cover</i> .
Benefit year	Means a 12-month period starting on the <i>main member's start date</i> or anniversary of that <i>start date</i> . This applies to all <i>members</i> .  Mercia Health Benefits polices only: means a 12-month period starting on 1 January each year. This applies to all <i>members</i> .
Bupa	Means Bupa Insurance Limited, which is the company that provides the insurance cover. Registered in England and Wales with registration number 3956433. Registered office: 1 Angel Court, London EC2R 7HJ. Bupa may act through Bupa Insurance Services Limited, and the term Bupa may also refer to other companies in the Bupa group, where indicated in the <i>agreement</i> .
Cash plan	Means the <i>benefits</i> provided and shown in the <i>table of cover</i> , subject to the terms and conditions of the <i>agreement</i> .
Child dependant	Means any child of the <i>main member</i> or their <i>partner</i> , including any child for whom the <i>main member</i> or their <i>partner</i> is a legal guardian or foster parent.
Contributing member	Means a <i>main member</i> who contributes to the cost of the premium for themselves and/or any of their <i>named dependants</i> .
Counsellor	Means a counsellor who is employed by <i>Bupa</i> or recognised by us and can be found on our online directory <i>finder.bupa.co.uk</i> and is registered with the British Psychological Society (BPS), the British Association for Counselling and Psychotherapy (BACP) or the UK Council for Psychotherapists (UKCP). Visit the BPS website www.bps.org.uk or the BACP website www.bacp.co.uk or the UKCP website www.psychotherapy.org.uk to see if a therapist is registered.

Word/phrase	Meaning
Epidemic	Means the occurrence in a community or region of cases of an illness, specific health-related behaviour, or other health-related events materially in excess of normal expectancy, or as otherwise defined by the World health Organisation (WHO).
Group	Means the company, association or organisation with which <i>Bupa</i> has entered into an <i>agreement</i> to provide cover.
Main member	Means the person who is covered under the <i>agreement</i> because they're eligible in their own right, and not a <i>named dependant</i> .
Member	Means the <i>main member</i> of the policy and/or any <i>named dependant</i> covered under the policy.
Membership level	Means the level of cover chosen by you or the <i>group</i> . This determines your <i>benefit allowances</i> . Your <i>welcome letter</i> (or email) shows your membership level.
Named dependant	Means your <i>partner</i> and any <i>child dependants</i> you let us know about who are named as <i>members</i> of the policy.
Pandemic	Means the worldwide spread of a disease with <i>epidemics</i> in many countries and most regions of the world.
Partner	Means the <i>main member's</i> husband, wife, civil partner or the person they live with in a relationship similar to that of a marriage or civil partnership.
Premium table	Means the document we send you that sets out the monthly and yearly premium for each <i>membership level</i> available on your policy.
Qualifying period	Means a specific period of time that must pass before we'll accept and pay claims for particular <i>benefits</i> . If something happens during this period (for example, a birth or adoption), the <i>benefit</i> won't be payable, as explained in section 2.7. This applies to each <i>member</i> , starting from the date they joined the policy or from the date they increased their <i>benefit allowances</i> .
Start date	Means the date your membership is effective from. You can find this in the <i>welcome letter</i> (or email) we sent you when your membership started.
Table of cover	Means the document we send you that sets out the <i>membership levels</i> and <i>benefits</i> of the <i>cash plan</i> , including a full description of each <i>benefit</i> , what is and isn't covered and the maximum <i>benefit allowance</i> payable for each level of cover.
United Kingdom/ UK	Means Great Britain (England, Scotland and Wales) and Northern Ireland.
Welcome letter	Means the letter (or email) we send you confirming your <i>membership level</i> and your <i>start date</i> . We'll send you a welcome letter (or email) at the start of your membership, and subsequent letters (or emails) confirming changes to your cover if we, you or the <i>group</i> make any.

# 2. How your membership works

#### 2.1 The agreement and your policy documents

- a. There is no legal contract between you and Bupa for your cover under the agreement. Only the group and Bupa have legal rights under the agreement, however:
  - if you are a contributing member, you will have legal rights as set out in this policy guide
  - if you are not a contributing member you can access the claims and complaints processes set out in this policy guide.
- b. You will have access to the following documents that must be read together as a whole:
  - this policy guide: this sets out the general terms and conditions of the policy, including, but not limited to, sections explaining how your membership works, making a claim, your right to cancel and making a complaint
  - your table of cover (if there's a conflict between the documents, the table of cover will take priority over the other documents)
  - your welcome letter (or email)
  - your premium table.
- c. For additional copies of these documents, please call us on 0345 606 6003<sup>†</sup>
- d. We will pay eligible claims for treatment, goods or services received from your start date, subject to any qualifying periods which apply.

#### 2.2 Age and eligibility criteria

- a. You can only join as a *main member* on this policy initially if you are an employee or representative of the *group* (or a partner of the *group* if it is a partnership). If you are under the age of 18, you may be unable to access some *benefits*, for example Bupa health assessments (if these apply to your *cash plan*). Once you're a *main member*, there is no maximum age limit for being a *main member* on this policy.
- **b.** You must permanently live in the *UK*.
- c. You can only be accepted initially as a *partner* on this policy if you are aged between 18 and 69. Once you are accepted as a *partner*, there is no maximum age limit for being a *partner* on this policy. *Partners* can only be added when the policy is first set up or at a subsequent *annual renewal date*, unless otherwise agreed.
- d. If your cash plan allows you to add child dependants, then:
  - your child dependants can only join as members if they are under 24 years old
    and permanently live in the UK. The cover for any child dependant will end at the
    next annual renewal date following their 24th birthday
  - a maximum of four child dependants can be covered on this policy
  - child dependants can only be added when the policy is first set up or at a subsequent annual renewal date, unless otherwise agreed.

#### 2.3 Membership types

- a. The following membership types are available. Please note that not all membership types apply to every *cash plan*:
  - individual membership is for the *main member* only
  - individual plus membership is for the main member, and up to four child dependants
  - couple membership is for the *main member*, and their *partner*
  - family membership is for the main member, their partner and up to four child dependants.
- b. Please refer to your *table of cover* for the membership types that apply to you on your *cash plan* and the *benefits* and *benefits allowances* that apply to each *member*.

#### 2.4 Your premium

- a. Your *premium table* sets out the premium payable under the *agreement*.
- **b.** Your premium will be calculated from your *start date*.
- **c.** We must continue to receive your premium in full, on or before the due date to ensure your cover continues.
- d. The *group* may pay a proportion of your premium.
- e. If you are a contributing member and you contribute to the premium through the group, we will take it that we have received the premium once it is received by the group.
- f. You contributing to the cost of the premium for you and/or any of your *named dependants* does not in any way affect the contractual position set out in 2.1a.
- g. If we only receive part of the premium, claims will be paid based on the *membership level* actually paid for. If you are a contributing member, please see section 2.6c.
- h. Premium is collected by Bupa Insurance Services Limited which acts as Bupa Insurance Limited's agent for the purpose of receiving and holding premiums and paying claims and refunds. The premium is protected by an agreement between Bupa Insurance Limited and Bupa Insurance Services Limited.
- Your premium may change if we, you, or the group make any changes to the policy. See also sections 2.8 and 2.9.
- j. Premiums include Insurance Premium Tax (IPT) where applicable. If the government changes the rate of IPT we'll let you know and amend premiums from the date the rate change takes effect.

#### 2.5 When your membership starts and renews

- a. Your membership and your benefit year start from your start date, shown in your welcome letter (or email). For Mercia Health Benefits policies only, your benefit year starts on 1 January each year.
- b. If your cash plan allows you to apply for your named dependants to become members, we require information about all members to be covered on the policy to be provided before the group start date or annual renewal date the including the main member's dependants. Dependants' details added after the group start date or annual renewal date will not be allowed to claim on benefit entitlements for the current policy year, unless this has otherwise been agreed by Bupa.
- c. The policy is an annual contract between the *group* and *Bupa* (unless otherwise stated). Your membership of the policy will renew on the *annual renewal date* in accordance with the terms and conditions of this policy guide subject to the *group* renewing the policy.
- d. Your benefit allowance will be refreshed at the start of each benefit year. Your named dependants' benefit allowance will also be refreshed at the start of each benefit year.

#### 2.6 How your membership can end

- a. We may be able to end your membership if you provide us with fraudulent or misleading information. Please refer to Section 2.10
- b. We may cancel or refuse to renew a main member's or a named dependant's cover if, in our reasonable opinion, our relationship with that main member or named dependant has broken down. For example:
  - being abusive to our staff or healthcare providers
  - issuing court proceedings entirely without merit
  - any action which leads us to believe you won't act in good faith in your dealings with us.
- **c.** Your membership (and therefore the membership of any *named dependants*) will end if:
  - you are no longer eligible to be a main member on this policy (see section 2.2).
     You or the group must inform us if this happens
  - vou pass away
  - the agreement between Bupa and the group ends, or
  - we do not continue to receive the premium on or before the date it is due. Eligible claims for the period until your membership ends will be honoured.
    If you are a *contributing member* paying your contribution through the *group*, we will continue to pay eligible claims for the period for which you can provide evidence (e.g. on payslips) that you paid premium contributions to the *group*.
- d. If your cover ends as a result of you or the *group* not paying your premium (including Insurance Premium Tax and any other taxes which may from time to time be payable for your membership) on the date they are due, *Bupa* may at its sole discretion allow your membership and that of your *named dependants* to continue, as long as the overdue premium is received by *Bupa* within 30 days of the due date.

- e. Your named dependants' cover will end if:
  - they are no longer eligible to be a *named dependant* on this policy (see section 2.2). You must inform us if this happens
  - they pass away
  - your membership ends, or
  - you ask for them to be removed from your cover (subject to the conditions set out in 2.9).

#### 2.7 Qualifying periods

- a. If your cover includes the birth and adoption benefit, a six month qualifying period applies before the benefit will be payable. We will not pay claims for births or adoptions that happen within the qualifying period. A birth or adoption certificate will be required as supporting evidence.
- b. If we agree to increase your membership level, the qualifying period for the birth and adoption benefit will start again before the benefit will be payable at the new benefit allowance. The birth and adoption benefit will still be payable at the benefit allowance for which the qualifying period has been served.
- c. No other *qualifying periods* apply to your cover.

#### 2.8 Changes we can make

- a. We can make changes to the terms and conditions of the policy and that of the agreement between the group and Bupa at the annual renewal date or at any time if required to by law or regulation.
  - These changes could affect the amount and type of cover provided under the policy. We may also change the premium payable at the *annual renewal date*, or choose to withdraw cover completely.
- b. If we do make any changes to the terms and conditions of your membership, we will write to tell the *main member* at least 28 days before the change takes effect. If the changes are required to be made more quickly by law or regulation, we will notify the *main member* as early as possible.
- c. If you do not accept any of the changes that we make, you can cancel your membership by speaking to the *group* by the date the changes take effect or within 30 days of being told about the change, whichever is later. See also section 6 for your rights to cancel or end your membership.

#### 2.9 Changes you and the group can make

- a. You must call or write to tell us if you change your address or you (or any of your named dependants) stop permanently living in the UK. If you do not tell us that you have changed your address, we will not be able to let you know about any changes to the agreement and any written communication will be sent to the last address you gave us. If we do not have the correct address for you, and we are unable to confirm your correct address after using reasonable efforts to do so, we will end your membership as we will not be able to confirm that you still need it.
- b. If the main member would like to make changes to their membership such as adding a named dependant, or does not want their cover (and therefore the cover for named dependants) or the individual cover for any named dependant to renew at the annual renewal date the main member must notify the group at any time in advance of the annual renewal date.

c. The group can make certain changes to the agreement ahead of the annual renewal date, for example change the membership level it pays for. If this happens you will be informed about any changes to the policy, and can speak to the group about your voluntary upgrade options.

#### 2.10 Fraudulent or misleading information

- a. We can end your membership, treat your membership as if it never existed, or refuse to pay a claim in full or part if there is reasonable evidence that you or a *named dependant* did not take reasonable care to answer our questions. By this we mean giving false information or keeping necessary information from us, and if this is:
  - intentional, we may treat your membership as if it never existed or refuse to pay a claim in full or part
  - careless, we may:
    - if you are not a contributing member, withdraw cover, refuse all claims, change your cover or we could reduce any claim payment (if applicable)
    - if you are a contributing member, withdraw cover, refuse all claims and refund all of your premium, change the cover or we could reduce any claim payment or increase your premium by the same proportion.
- b. If you make a fraudulent claim under this policy, we:
  - i. are not liable to pay the claim; and
  - ii. may recover from you any sums paid by us to you in respect of the claim; and
  - iii. may, by notice to you, treat your membership (and therefore that of any named dependants) as having been terminated with effect from the time of the fraudulent act.
- **c.** If we exercise our right under clause (b)(iii) above:
  - i. we shall not be liable to you in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to our liability under this policy (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
  - ii. we need not return any of the premiums paid.
- **d.** The following list contains examples of practices we consider fraudulent and/or intentionally misleading, although this list is not exhaustive:
  - deliberately giving us false information about you, a named dependant or a claim on the policy
  - making any claim on the policy where you know the claim is false, or is exaggerated in any way
  - making a statement to support a claim where you know the statement is false in any way
  - sending us a document to support a claim where you know the document is forged, false or otherwise misleading in any way, or
  - making claims on more than one insurance policy in order to receive a sum greater than the cost (to you) of treatment, goods or services, except for benefits where no cost needs to be incurred for the benefits to be payable (see section 3.4).

- e. Joining the policy and making claims with the intention of ending your membership before the proportionate premium has been paid may also be considered fraudulent and/or intentionally misleading.
- f. If we decide to end your membership, and/or that of any of your named dependants, we will write to let you know. Your membership (and/or that of your named dependants) will end with immediate effect.
- g. If we end your membership based on receiving fraudulent or misleading information from you, you will not be able to join or rejoin any *Bupa* policy in the future.

#### 2.11 General information

- a. Other parties:
  - only Bupa is allowed to make or confirm any changes to the policy on our behalf, or decide not to enforce any of our rights
  - we will confirm changes to the policy in writing. No change to your membership
    will be valid unless it is confirmed in writing by us. This written confirmation may
    come from Bupa via the group.
- **b.** Correspondence and documents:
  - any correspondence between us about your membership, which is sent by post, will be taken to be received three days after posting. If you are claiming, we must receive a completed claim form online or by post (see also section 3 for more information)
  - all correspondence with you and your named dependants will be sent to you, the main member
  - if you wish to contact us by telephone please call 0345 606 6003<sup>†</sup>
- c. The policy will be governed by English law. Any dispute that cannot otherwise be resolved will be dealt with by the courts of England and Wales.

# 3. Making a claim

#### Three easy steps to claiming

#### Step 1

Get your treatment, goods or services, pay for them yourself and keep your receipts.

#### Step 2

Complete your claim form online at https://cashplanclaims.bhwcloud.com or, a paper claim form can be downloaded from our website.

#### Step 3

Bupa will pay the money directly into your nominated back account.

#### 3.1 How to make a claim

- a. Before submitting your claim, remember to check your *table of cover* for details of the *benefits* you can claim for on your *cash plan*.
- **b.** When you pay for your treatment, goods or services, to avoid delays in processing your claim, get a receipt which clearly shows the following information:
  - the full name and contact details of who provided the treatment, goods or services
  - the treatment, goods or services provided
  - the full name of the person receiving the treatment, goods or services
  - the date of the treatment or services
  - the amount paid for the treatment or services.
- c. You must provide additional information or evidence to support your claim, if we make a reasonable request for you to do so. For example, we may need to ask you for one of the following:
  - medical reports and other information about the treatment for which you are claiming
  - to undergo an independent medical examination, at our expense
  - proof of prescription.
- d. The easiest way to submit a claim is to use our online claim form at https://cashplanclaims.bhwcloud.com. Alternatively, to request a paper claim form to be returned by post, or if you have any queries about the online form please call 0345 606 6003<sup>†</sup>
- e. Please keep your original receipt(s) safe until your claim has been paid, in case there is a query.

<sup>&</sup>lt;sup>†</sup>We may record or monitor phone calls.

- f. To claim for the cost of any treatment, goods or services you may receive from a company or provider in the *Bupa* group, you should send us the receipt for this as you would with any other *benefit*.
- g. For certain benefits below, the process is different as you don't have to incur any costs in order to make a claim, so we will require alternative information in order to assess your claim:
  - Hospital in-patient/day-case Stamped claim form from hospital confirming the reason and length of stay OR a hospital discharge letter
  - Birth and adoption Full copy of birth or adoption certificate, which must also include the name of the person making the claim
  - Funeral Grant Certified\* copy of the death certificate with one of the following:
    - if there has been a grant of representation, either the grant of probate together with a letter signed by all the executors, or the letter of administration together with a letter signed by all the administrators. In each case the letter needs to confirm the name of the person to whom a payment should be made payable, and the address to send it to
    - if there has been no grant of representation, a certified copy of the main member's will together with the name and address of the named beneficiary
- See paragraph 3.1d for how to submit this to us.

#### 3.2 What is not covered and restrictions

- a. You can only claim for the period when you or your named dependants (as applicable) are a member of the policy. We will pay claims according to the terms and conditions and benefit allowances that applied at the time you received the treatment, goods or services.
- b. You can only claim cash back for treatment, goods or services that have already been received and paid for by you or your *named dependants*. For hospital in-patient, hospital day-case, birth and adoption and funeral grant claims separate proof to support your claim is needed.
- c. You'll need to pay for your treatment, goods or services and then claim some or all of it back, depending on the level of cover you have, within 12 months of it being received.
- **d.** We do not pay any claims until we have received the first premium payment in respect of your membership.
- e. We only pay for treatment, goods or services received in the *UK*, Channel Islands or Isle of Man. If items are purchased online, they must be bought from a *UK*, Channel Islands or Isle of Man based and registered company (regardless of web domain registration), and invoices must be in pounds sterling.

To certify a document, take the photocopied document and the original and ask the person certifying the copy to write 'certified to be a true copy of the original seen by me' on the document, sign and date it, print their name under the signature, and add their occupation, address and telephone number.

<sup>\*</sup>Copy of death certificate certified by a Registrar. If this is not available, please send certification by a coroner, a mortician, a GP, a consultant or another recognised medical professional.

<sup>^</sup>Copy of will certified by a professional person or someone well-respected in your community ('of good standing') like a bank or building society official, a councillor, a minister of religion, a dentist, a chartered accountant, a solicitor or notary or a teacher or lecturer. The person you ask shouldn't be related to you, living at the same address or in a relationship with you.

- f. If your membership level changes during a benefit year, the total claims we will pay for any benefit will not exceed the highest benefit allowance available within that benefit year, regardless of when the claims are submitted.
- g. Treatment of and/or treatment, goods or services arising from any epidemic and/or pandemic aren't covered.
- h. Treatment, goods, or services arising directly or indirectly from any of the following aren't covered:
  - war, riots, terrorist acts, civil disturbances, foreign hostility where war has not been declared, or any similar cause
  - chemical, radioactive or nuclear contamination, or combustion of chemicals or nuclear fuel or any similar event.
- i. Treatment, goods, or services that you receive from a business you own or from a member of your immediate family aren't covered.
- j. The following charges are your responsibility to pay as they aren't covered:
  - any amounts you may be charged by a hospital or doctor or someone else for completing your claim form
  - insurance premiums
  - for any type of extended warranty or guarantee for goods or services received
  - for regular payment plans e.g. dental practice plan payments
  - missed appointments fees or charges
  - postage and packing costs
  - prescription fees and medication (except under the prescription benefit where this applies).
- **k.** We do not have to pay any claim if you or your *named dependants* break any of the terms and conditions of your membership, which relate to the claim.
- I. We will only reimburse health insurance excess claims if the excess relates to an eligible health benefit covered by your cash plan. Any claims paid for excesses will be deducted from the relevant benefit allowance in the usual way, for example, if you have a consultation that is covered by a health insurance policy and you pay an excess for this, you can also claim for cash back towards that excess, up to your benefit allowance, but only if your cash plan includes a consultation benefit.

#### 3.3 Claims that involve third parties

- a. When you claim for an injury or medical condition that was someone else's fault (a 'third party'), for example, a road accident injury, the following conditions apply:
  - you must notify us as soon as possible that your treatment was needed due to the fault of a third party. You must provide us with any details that we reasonably ask you for
  - you must take any reasonable steps we ask of you to recover from the third party the cost of the treatment paid by us and claim interest if you are entitled to do so
  - you (or your solicitor) must keep us fully informed in writing of the progress and outcome of your claim
  - if you recover the cost of any treatment that was paid for by us from a third party, you must repay the amount to us, and any interest.

**b.** We are not responsible for any legal fees you may incur if you pursue the third party for damages.

#### 3.4 Making claims on more than one insurance policy

- a. If you or your *named dependants* have other insurance cover for the cost of the treatment, goods or services you are claiming from this policy, you must provide us with full details as soon as possible. This includes any other insurance you or your *named dependants* hold with *Bupa* or any other provider.
- **b.** We will only pay our share, up to the *benefit limit*, of the cost of the treatment, goods or services you are claiming for.
- c. Please note that attempting to claim on more than one insurance policy in order to receive more than the cost (to you) of the treatment, goods or services will be considered fraudulent and/or misleading. See section 2.10 for more details.
- d. This section 3.4 applies to all *benefits*, except for the following (if these apply to your *cash plan*):
  - hospital in-patient claims
  - hospital day-case claims
  - birth and adoption claims
  - funeral grant claims.

For these, we will pay any eligible claims in full, up to your *benefit allowances*, even if the costs have been covered in part or in full by another insurance policy, as you don't need to incur any cost for these *benefits* to be payable.

# 4. Payment of claims

- a. We will pay eligible claims to the *main member*, into your nominated bank account. All claims will be paid to the *main member* and not to your *named dependants*.
- b. You'll need to pay for your treatment, goods or services and then claim some or all of it back, depending on the level of cover you have, within 12 months of it being received. Once we receive the claim form, if we have all the correct information, we will aim to process and pay your claim as soon as possible. We will also send you a confirmation that the claim has been paid.
- c. If we do not pay your claim, we will let you know, and explain why.
- **d.** If we do not have all the information we need to assess your claim, we will contact you to explain why and what information we need. We will only be able to assess your claim if we have all the required information.

# 5. Bupa Employee Assistance Programme (if applicable)

If your *cash plan* includes the Bupa Employee Assistance Programme, this section applies to you. Your *table of cover* will show if the Bupa Employee Assistance Programme is included on your *cash plan*, and which level of cover your membership provides, Key or Premier.

The Bupa Employee Assistance Programme is a confidential support service that is available to the *main member* and all *named dependants* aged 16 and over. It is available all day every day on **0330 123 0124**‡ and offers a range of different services. Your access to those services will depend on the option chosen by the *group* and whether you are suitable for the option based on our mental health and wellbeing assessment. We explain the different services below; please refer to your *table of cover* to see which services you have access to as part of your membership.

#### 5.1 Telephone helpline

Qualified *counsellors* offer confidential emotional support. They will listen and suggest ways to help or point you in the right direction for support. Here are just some of the things you can discuss:

- relationship worries
- difficulties at work
- bereavement
- coping with change
- stress
- anxiety
- depression
- emotional problems
- substance misuse.

#### 5.2 Specialist legal helpline<sup>††</sup>

Confidential specialist legal telephone support from a third party provider. You get expert information and facts to help you make informed decisions for a range of legal issues. If you are experiencing a legal issue, our qualified *counsellors* will refer you to the specialist legal helpline for expert legal information. Here are just some of the legal issues you can discuss:

- consumer rights
- divorce
- neighbour disputes
- landlord issues.

‡Calls may be recorded and to maintain the quality of our service we may monitor some calls, always respecting the confidentiality of the call. Our counsellors will discuss our confidentiality policy with you when you call.

<sup>&</sup>lt;sup>††</sup>Information only services. For legal, financial or debt management advice, customers will need to engage external advisers separately.

#### 5.3 Specialist financial helpline<sup>++</sup>

Confidential specialist financial telephone support operated by a third party provider. You get expert information and facts to help you make informed decisions about a range of financial matters.

If you are experiencing a financial issue, our qualified *counsellors* refer you to the specialist financial helpline for expert financial information. Here are just some of the financial issues you can discuss:

- money management
- debt issues
- mortgages
- pensions.

#### 5.4 Online resources

*Members* have unlimited, free access to a website offering a wide range of useful information and tools. Visit bupa.co.uk/eaponline

#### The following benefits are available on EAP Premier cover only

#### 5.5 Specialist family care helpline

Specialist family care helpline operated by a third party provider. You get expert information and facts to help you make informed decisions for a range of family care issues.

If you are experiencing a family care issue, our qualified *counsellors* will refer you to the specialist family care helpline for expert family care information. Here are just some of the family care issues you can discuss:

- parenting
- returning to work
- childcare
- elderly care.

#### 5.6 Structured short-term counselling

After speaking to you on the phone and assessing your situation and needs using our mental health and wellbeing assessment tool, our *counsellor* may recommend telephone or face-to-face counselling. We have a network of experienced counsellors across the *UK* and you can claim for up to six telephone or face-to-face counselling sessions in each *benefit year*. Your *cash plan* covers the same mental health condition once in a *benefit year*.

#### 5.7 Online cognitive behavioural therapy (CBT)

Fast access to a range of online, clinically evidenced CBT programmes supported by a *counsellor*. This service is available as an alternative to the counselling service and is based on an assessment of your needs. When you call the telephone helpline you will be taken through our mental health and wellbeing assessment and CBT may be offered to you and will be fully explained. Your *cash plan* covers the same mental health condition once in a *benefit year*.

# **Protecting your information and rights**

# 6. Your right to cancel or your membership

- a. You can end your membership at any time. There is no charge to end your membership.
- b. Your membership is provided under an *agreement* between *Bupa* and the *group*. If you want to end your membership, and/or that of any of your *named dependants*, please speak to the *group*.
- c. If you are a contributing member you may end your membership, and that of any of your named dependants by informing the group:
  - within 21 days of the start date or the date you receive your first set of policy documents, whichever is later. We'll refund the premium paid in full as long as you have not claimed
  - at any time after these dates we'll refund the premium you have paid for the period after your membership ends.
- d. If you are a *contributing member* you may end the membership of any of your *named dependants* by informing the *group*:
  - within 21 days the date cover starts for that named dependant or the date you receive written confirmation of cover for that named dependant, whichever is later
  - we'll refund the premium<sup>§</sup> paid as long as no claims have been made for that named dependant; or
  - at any time after these dates and we'll refund the premium<sup>§</sup> paid for that *named* dependant for to the period after their membership ends.
- e. Where we have refunded the *group*, you should contact the *group* to obtain a refund of the contributions you made.
- f. If you make claims within your current benefit year and you end your membership before the proportionate premium is paid, we may refuse you a new membership in the future if we reasonably believe you intended to act dishonestly.

<sup>&</sup>lt;sup>§</sup>Where ending a *named dependant's* policy results in a change to *membership level* and a reduction in premium.

## 7. Status disclosure

Cover is provided by Bupa Insurance Limited and arranged and administered by Bupa Insurance Services Limited as an agent of Bupa Insurance Limited. These companies (using the trading name Bupa) are wholly owned subsidiaries of the British United Provident Association Limited. Bupa Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Bupa Insurance Services Limited is authorised and regulated by the Financial Conduct Authority.

The firm reference numbers are 203332 and 312526 respectively. This information can be checked by visiting the Financial Conduct Authority website www.fca.org.uk

Bupa Insurance Limited is registered in England and Wales with company registration number 3956433 and Bupa Insurance Services Limited is registered in England and Wales with company registration number 3829851. They have the same registered office: 1 Angel Court, London EC2R 7HJ

The funeral grant *benefit* part of the policy (where shown on your *table of cover*) is provided, underwritten, and administered by Aviva Life & Pensions UK Limited. Registered in England with registration number 3253947. Registered Office: Aviva, Wellington Row, York, YO90 1WR. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Member of the Association of British Insurers. Firm Reference Number 185896. You can check this on the Financial Services Register by visiting <a href="https://register.fca.org.uk">https://register.fca.org.uk</a> or by contacting the Financial Conduct Authority on **0800** 111 6768

### 8. Statement of demands and needs

Please read this policy guide, your *welcome letter* (or email), *table of cover* and *premium table* to ensure that this policy meets your needs.

The cover provided under this policy is generally suitable for someone who is looking to cover the cost of a range of health expenses. We haven't provided you with any advice about your cover and how it meets your individual needs.

# 9. Privacy notice - in brief

We are committed to protecting your privacy when dealing with your personal information. This privacy notice provides an overview of the information we collect about you, how we use it and how we protect it. It also provides information about your rights. The information we process about you, and our reasons for processing it, depends on the products and services you use. You can find more details in our full privacy notice available at bupa.co.uk/privacy. If you do not have access to the internet and would like a paper copy, please write to Bupa Data Protection, Willow House, 4 Pine Trees, Chertsey Lane, Staines-upon-Thames, Middlesex TW18 3DZ. If you have any questions about how we handle your information, please contact us at dataprotection@bupa.com

#### 9.1 Information about us

In this privacy notice, references to 'we', 'us' or 'our' are to Bupa. Bupa is registered with the Information Commissioner's Office, registration number Z6831692. Bupa is made up of a number of trading companies, many of which also have their own data-protection registrations. For company contact details, visit bupa.co.uk/legal-notices

#### 9.2 Scope of our privacy notice

This privacy notice applies to anyone who interacts with us about our products and services ('you', 'your'), in any way (for example, email, website, phone, app and so on).

#### 9.3 How we collect personal information

We collect personal information from you and from certain other organisations (those acting on your behalf, for example, brokers, health-care providers and so on). If you give us 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.

#### 9.4 Categories of personal information

We process the following categories of personal information about you and, if it applies, your dependants. This is standard personal information (for example, information we use to contact you, identify you or manage our relationship with you), special categories of information (for example, health information, information about race, ethnic origin and religion that allows us to tailor your care), 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).

#### 9.5 Purposes and legal grounds for processing personal information

We process your personal information for the purposes set out in our full privacy notice, including to deal with our relationship with you (including for claims and handling complaints), for research and analysis, to monitor our expectations of performance (including of health providers relevant to you) and to protect our rights, property, or safety, or that of our customers, or others. The legal reason we process personal information depends on what category of personal information we process. We normally process standard personal information on the basis that it is necessary so we can perform a contract, for our or others' legitimate interests or it is needed or allowed by law. We process special categories of information because it is necessary for an insurance purpose, because we have your permission or as described in our full privacy notice. We may process information about your criminal convictions and offences (if any) if this is necessary to prevent or detect a crime.

#### 9.6 Marketing and preferences

We may use your personal information to send you marketing by post, phone, social media, email, and text. We only use your personal information to send you marketing if we have either your permission or a legitimate interest. If you don't want to receive personalised marketing about similar products and services that we think are relevant to you, please contact us at optmeout@bupa.com or write to Bupa Data Protection, Willow House, 4 Pine Trees, Chertsey Lane, Staines-upon-Thames, Middlesex TW18 3DZ

#### 9.7 Processing for profiling and automated decision-making

Like many businesses, we sometimes use automation to provide you with a quicker, better, more consistent and fair service, as well as with marketing information we think will interest you (including discounts on our products and services). This may involve evaluating information about you and, in limited cases, using technology to provide you with automatic responses or decisions. You can read more about this in our full privacy notice. You have the right to object to direct marketing and profiling relating to direct marketing. You may also have rights to object to other types of profiling and automated decision-making.

#### 9.8 Sharing your information

We share your information within the Bupa group of companies, with relevant policyholders (including your employer if you are covered under a group scheme), with funders who arrange services on your behalf, those acting on your behalf (for example, brokers and other intermediaries) and with others who help us provide services to you (for example, health-care providers) or who we need information from to handle or check claims or entitlements (for example, professional associations). We also share your information in line with the law. You can read more about what information may be shared in what circumstances in our full privacy notice.

#### 9.9 International transfers

We work with companies that we partner with, or that provide services to us (such as health-care providers, other Bupa companies and IT providers) that are located in, or run their services from, countries across the world. As a result, we transfer your personal information to different countries including transfers from within the UK to outside the UK, and from within the EEA (the EU member states plus Norway, Liechtenstein and Iceland) to outside the EEA, for the purposes set out in this privacy notice. We take steps to make sure that when we transfer your personal information to another country, appropriate protection is in place, in line with global data-protection laws.

#### 9.10 How long we keep your personal information

We keep your personal information in line with periods we work out using the criteria shown in the full privacy notice available on our website.

#### 9.11 Your rights

You have rights to have access to your information and to ask us to correct, erase and restrict use of your information. You also have rights to object to your information being used; to ask us to transfer information you have made available to us; to withdraw your permission for us to use your information; and to ask us not to make automated decisions which produce legal effects concerning you or significantly affect you. Please contact us if you would like to exercise any of your rights.

#### 9.12 Data-protection contacts

If you have any questions, comments, complaints or suggestions about this notice, or any other concerns about the way in which we process information about you, please contact us at dataprotection@bupa.com. You can also use this address to contact our Data Protection Officer.

You also have a right to make a complaint to your local privacy supervisory authority. Our main office is in the UK, where the local supervisory authority is the Information Commissioner, who can be contacted at: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF, United Kingdom. Phone: 0303 123 1113 (local rate).

# 10. Financial crime and sanctions

#### 10.1 Financial crime

You agree to comply with all applicable *UK* legislation relating to the detection and prevention of financial crime (including, without limitation, the Bribery Act 2010 and the Proceeds of Crime Act 2002).

#### 10.2 Sanctions

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

- 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
- 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, 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, 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 pay any claim(s) in the event of a sanctions-related concern.

# 11. Making a Complaint

We work hard to give our customers great service. Occasionally things go wrong and when this happens, we'll do our best to put things right quickly.

#### 11.1 Ways to get in touch

- Call us: 0345 606 6003<sup>†</sup>
- Chat to us online: bupa.co.uk/complaints
- Email us: customerrelations@bupa.com

If you need to send us sensitive information you can email us securely using Egress.

For more information and to sign up for a free Egress account, go to

https://switch.egress.com. You will not be charged for sending secure emails to a *Bupa* email address using the Egress service.

Write to us: Customer Relations, Bupa, Bupa Place, 102 The Quays, Salford M50 3SP

#### 11.2 What happens with my complaint

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.

You may be able to refer your complaint to the Financial Ombudsman Service for a free, independent and impartial review. You can:

- visit financial-ombudsman.org.uk
- call them on 0800 023 4567
- email them at complaint.info@financial-ombudsman.org.uk

If you refer your complaint to the Financial Ombudsman Service, they will ask for your permission to access information about you and your complaint. We will only give them what's necessary to investigate your complaint and this may include medical information. If you are concerned about this please contact us.

#### 11.3 The Financial Services Compensation Scheme (FSCS)

In the unlikely event that we cannot meet our financial obligations, you may be entitled to compensation from the Financial Services Compensation Scheme. This will depend on the type of business and the circumstances of your claim.

The FSCS may arrange to transfer this policy to another insurer, provide a new policy or, where appropriate, provide compensation. Further information about compensation scheme arrangements is available from the FSCS on **0800 678 1100** or **020 7741 4100** or on its website **www.fscs.org.uk** 

<sup>&</sup>lt;sup>†</sup>We may record or monitor phone calls.

Bupa Employee Assistance Programme is not regulated by the Financial Conduct Authority or the Prudential Regulation Authority.

Bupa Employee Assistance Programme is provided by Bupa Occupational Health Limited. Registered in England and Wales with registration number 631336. Registered office: 1 Angel Court, London EC2R 7HJ.

Bupa cash plan is provided by:

Bupa Insurance Limited. Registered in England and Wales with registration number 3956433. Bupa Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services registration number 203332.

Bupa insurance policies are arranged and administered by:

Bupa Insurance Services Limited. Registered in England and Wales with registration number 3829851.

Bupa Insurance Services Limited is authorised and regulated by the Financial Conduct Authority. Financial Services registration number 312526.

You can check the Financial Services Register by visiting: https://register.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.

Registered office: 1 Angel Court, London EC2R 7HJ

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