



Guernsey Membership Guide  
From 1 April 2010



# Introduction

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

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

Bupa International Customer Services

Bupa International, Russell Mews,

Brighton, BN1 2NR,

UK

Telephone: 01 273 32 35 63

Fax: 01 273 82 05 17

Email: [info@bupa-intl.com](mailto:info@bupa-intl.com)



# Bupa International Guernsey plan rules

## 1.

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

- the table of benefits (including the notes within it) at the back of this guide, that apply to your cover as shown on your membership card, and
- the principal member's enrolment form, and
- the principal member's membership certificate

In section 21 we have given particular words specific definitions, which are used in this guide.

The purpose of the Bupa International Guernsey plan is to assist where an acute episode of illness or injury makes it necessary to receive treatment from specialists. There is no undertaking to pay for any costs arising from any illnesses or injuries which existed before you first became a member ("pre-existing conditions"). The terms "treatment",

"specialist" and "pre-existing condition" are defined in rule 21 together with other terms.

### **Guernsey Plan individual member legal agreement**

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

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

### **Guernsey Plan Company legal agreement**

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

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

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

## 2.

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

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

## 3. Membership

**3.0:** All applications for enrolment of members and their eligible dependants are subject to the requirements set out in Bupa International's application form. The applicant must make full and complete written disclosure of all the information required by

the form. Eligibility for membership shall be restricted to persons who are resident in the Bailiwick of Guernsey.

**Please see rule 13(a)**

## 4. Can I cancel my membership?

### 4.0: (Guernsey Individual plan only)

You can cancel your membership, and that of any additional people covered under your plan, within 28 days of receiving your first membership certificate. Should you wish to, simply write and let us know. You'll find our address in the "Introduction" section.

If you or the additional people covered have not made any claims, we will refund any subscriptions you have paid.

### Country of residence

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

## 5. Adding dependants

### 5.0: (Guernsey Individual plan)

You may apply to include any of your dependants under your membership providing you fill in an "additional members form".

### (Guernsey group plan)

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

## 6. Renewal

### 6.0: (Guernsey Individual plan)

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

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

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

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

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

### (Guernsey group plan)

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

### 6.1: Making Changes to your cover

#### (Guernsey Individual plan)

Your membership with us is an annual contract. This means that we can only make changes to your membership from your renewal date.

#### (Guernsey group plan)

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

### 6.2: If we make changes

#### (Guernsey Individual plan)

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

These changes could affect, for example:

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

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

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

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

### **(Guernsey group plan)**

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

## **7. Subscriptions**

### **7.0: (Guernsey Individual plan)**

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

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

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

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

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

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

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

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

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

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

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

### **(Guernsey group plan)**

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

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

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

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

## **8 General rules on benefits**

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

### **Type of treatment covered**

#### **Acute and Chronic conditions**

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

#### **What is a chronic condition?**

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

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

#### **What does this mean in practice?**

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

#### **What if your condition gets worse?**

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

#### **Example of chronic conditions.**

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

Bupa International will meet the cost of claims for treatment, diagnostic tests and investigations, until Alan's condition has

been diagnosed. Alan will then be advised that costs incurred from this point onwards will not be met, as he is receiving ongoing treatment for a chronic condition.

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

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

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

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

Benefits are not payable for any experimental or unproven treatments unless all costs are incurred with our prior written agreement.

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

### Discretionary payments

We may, in certain situations, make discretionary or "ex gratia" payments towards your treatment. If we make any payment

on this basis, this will still count towards the overall maximum amount we will pay under your membership. Making these payments does not oblige us to pay them in the future. We do not have to pay for treatment that is not covered by your plan, even if we have paid an earlier claim for a similar or identical treatment.

### Overpayment of claims

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

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

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

## 9. Hospital charges

**9.0:** We pay hospital charges for your hospital accommodation when there is medical need to stay in hospital, your treatment is given or managed by a specialist, you are staying in hospital and the length of your stay is medically appropriate. We do not pay hospital charges if you are staying in hospital for convalescence, general supervision, pain management, general nursing care without specialist treatment, services from a therapist or complementary therapist, domestic services such as help in walking, bathing or preparing meals or receiving treatment that could have taken place as an out-patient.

## 10. Charges by non-specialists

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

### 10.1: Therapists

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

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

### 10.2: General practitioners

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

### 10.3: Any other practitioners

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

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

## 11. Psychiatric treatment

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

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

## 12. International cover

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

### 13. Exclusions on benefits

Benefits are not payable for:

**13(a):** Treatment for a pre-existing condition, or a condition which results from or is related to a pre-existing condition.

However, this exclusion will not apply if all the following requirements have been met:

- (i) we were given all the information we asked the member for before we sent the member the first membership card for the member's current continuous period of membership which lists the person with the pre-existing condition
- (ii) the member did not know about it before the "effective date" or the "issue date" whichever is the later date on that membership card
- (iii) we did not specifically exclude cover for the pre-existing condition when we sent the member the membership card.

Please contact us before your renewal date if you would like us to review a personal exclusion. We may remove your exclusion if in our opinion, no further treatment will be either directly or indirectly required for the condition or any related condition. There are some personal exclusions that, due to their nature, we will not review. To carry out a review we must receive full current clinical details from your family doctor or consultant. Any costs incurred in obtaining these details are not covered under your plan and are your responsibility.

Rule 21.15 defines "pre-existing condition". This is particularly important if you need treatment for any medical condition that might have existed before you joined the Bupa International Guernsey plan. This term applies to all illnesses or injuries which were present before you joined the Bupa International Guernsey plan and any complications resulting from them. One of the purposes of this exclusion is to protect existing members. They too would have been subject to exclusions for pre-existing conditions when they first joined, and it would be unfair to expect them to pay higher subscriptions to cover other members' undisclosed pre-existing conditions.

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

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

Rule 13(a) excludes benefits if any manifestation of symptoms or other event relating to a pre-existing condition is experienced within 28 days of our receiving the completed application form or before

your date of enrolment. The rule will not apply to any accident or any new illness which originates entirely after you join Bupa International Guernsey plan.

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

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

**13(c):** Pregnancy or childbirth. Treatment for maternity or for any condition arising from maternity except the following conditions and treatments:

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

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

- (i) had at the time been in continuous membership of a Bupa International plan for at least two years, and
- (ii) had been unaware of any problem of infertility at their dates of enrolment.

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

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

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

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

This exclusion will not apply if:

- (i) you had been in hospital for the immediate purpose of receiving a kidney transplant, or
- (ii) the costs were incurred in connection with acute secondary failure when the dialysis was part of intensive care.

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

**13(g):** Cosmetic surgery and any treatment arising from any cosmetic surgery.

Any cosmetic surgery arranged for any kind of psychological reasons will not be covered. This exclusion also applies to treatment for any complications resulting from cosmetic surgery.

Any surgery that is entirely for purposes of restoring a patient's original appearance following an accident or surgery will not be considered "cosmetic" if the surgery was undertaken during the course of treatment of the accident, or as a result of surgery for cancer, if either of these takes place during your current continuous membership of the plan and the treatment is carried out as part of the original treatment for the accident or cancer and you have obtained our written consent before the treatment takes place.

**13(h):** We do not pay for treatment for any disease, illness or injury resulting from nuclear or chemical contamination, war, riot, revolution, acts of terrorism or any similar event if one or more of the following apply:

- you have put yourself in danger by entering a known area of conflict where active fighting or insurrections are taking place
- you were an active participant, or
- you have displayed a blatant disregard for personal safety

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

**13(j):** Treatment for or arising from any addictive condition or disorder, any misuse of drugs or alcohol, self-inflicted injuries or sexually transmitted diseases.

The term "addictive condition" includes all substance abuse, eg, alcoholism or addiction resulting from misuse of drugs, whether medically prescribed or not or solvents.

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

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

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

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



## 14. Pre-conditions of entitlement

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

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

- (i) all accounts in support of any claim, and
- (ii) a full reply to any request for further information

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

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

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

**14b:** Further information.

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

you must provide this. Examples of things we might ask include:

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

If you do not provide the information that we ask for, we may not pay your claim in full. We may also request from the healthcare provider, their customary levels of charges.

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

**14(d):** If the claim arises from an accident or other event believed to have been the fault of another party; we must be notified in writing without delay. You must continue to keep us fully informed in writing and take any steps which we may reasonably require to include all medical expenses in any claim upon the other party with a view to reimbursing our outlays. If you have any other insurance covering medical expenses we must be notified of that fact in writing at the time of making a claim against us. In that event we will not be liable for more than a fair and reasonable proportion.

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

Please also see section 7 Subscriptions.

## 15.

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

## 16. Administration

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

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

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

## 17.

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

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

## 18. Confidentiality

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

## 19.

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

- (a) any person included in the member's enrolment has at any time failed to observe these rules or to act with the utmost good faith, or has ceased to be resident in the Bailiwick of Guernsey
- (b) we discontinue the Bupa International Guernsey plan, or

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

## 20. Applicable law

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

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

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

Bupa International  
Russell Mews  
Brighton, BN1 2NR,  
UK

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

Bupa International  
Russell Mews  
Brighton, BN1 2NR,  
UK

It's very rare that we can't settle a complaint, but if this does happen, you may refer your complaint to the Financial Ombudsman Service. You can write to them at:

- South Quay Plaza, 183 Marsh Wall, London, E14 9JR,
- call them on 020 7964 0500
- or find details at their website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Please let us know if you would like a full copy of our complaints procedure. If something has gone wrong, we want to do everything we can to put it right. None of these procedures affect your legal rights.

## 21. Definitions

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

**21.1 Acute condition:** A disease, illness or injury that is likely to respond to treatment which aims to return you to the state of health you were in immediately before suffering the disease, illness or injury, or which leads to your full recovery.

**21.2 Annual renewal date:** The date on which the annual renewal of the contract falls due.

**21.3 Bupa International:** Bupa Insurance Limited or any other insurance subsidiary or insurance partner of the British United Provident Association Limited.

**21.4 Chronic condition:** A disease, illness or injury which has at least one of the following characteristics:

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

**21.5 Cosmetic surgery:** Surgery undertaken with a view to improving or enhancing the patient's appearance.

**21.6 Date of enrolment:** The effective date of commencement of cover for the member or, as the case may be, any eligible dependant.

**21.7 Day-case treatment:** Treatment which is not received as an in-patient but nevertheless necessitates the pre-arranged occupation of a bed or comparable facility for treatment in a hospital.

**21.8 Diagnostic tests:** Investigations, such as x-rays or blood tests, to find or help to find the cause of your symptoms.

**21.9 Eligible dependants:** A member's spouse, and unmarried children under 21 years of age at the date of application or the annual renewal date.

**21.10 General practitioner:** A registered (or otherwise licensed under law) medical practitioner.

**21.11 Group member:** A person included in the group from amongst those designated as being eligible for inclusion in accordance with the terms of the agreement with the group plan sponsor.

**21.12 Hospital:** A centre of treatment which is registered, or recognised under the local country's laws, as existing primarily for (a) carrying out major surgical operations and/or (b) providing treatment which only specialists can provide.

**21.13 In-patient:** A patient who occupies a hospital bed overnight.

**21.14 Principal member:** The person who has taken out the membership, and is the first person named on the membership certificate.

**21.15 Out-patient treatment:** Treatment given at a hospital, consulting room, doctor's office or out-patient clinic where you do not go in for day-case or in-patient treatment.

**21.16 Pre-existing condition:** Any disease, illness or injury for which:

- you have received medication, advice or treatment; or
- you have experienced symptoms whether the condition has been diagnosed or not in the four years before the start of your cover

**21.17 Specialist:** A surgeon, anaesthetist or physician who is legally qualified to practise medicine or surgery following attendance at a recognised medical school, is recognised by the relevant authorities in the country in which the treatment is received as having specialised qualification in the field of, or expertise in, the treatment of the disease, illness or injury being treated. By "recognised medical school" we mean a medical school which is listed in the World Directory of Medical Schools, as published from time to time by the World Health Organisation.

**21.18 Sponsor:** The employer with whom Bupa International has agreed to operate the Bupa International Guernsey plan group.

**21.19 Therapist:**

(a) A chartered or state registered physiotherapist, an occupational therapist or orthoptist with state registration, or a member of the College of Speech Therapists.

(b) Physiotherapists, occupational therapists, orthoptists and speech therapists in countries outside the United Kingdom holding qualifications having equivalent international recognition to those specified in item (a) of this rule.

(c) Any other practitioner who holds written confirmation from Bupa International specifically notifying its acceptance that the practitioner is of recognised status for the purposes of Bupa International's plans.

Bupa International's recognition of the status of therapist for the purposes of its plans will

not, however, apply to any practitioner who has received written notice of withdrawal of Bupa International's recognition for those purposes.

**21.20 Treatment:** Surgical or medical services (including diagnostic tests) that are needed to diagnose, relieve or cure an acute condition, disease, illness or injury.

**21.21 Year:** A period of cover commencing at the member's date of enrolment or annual renewal date and ending when the member reaches the next annual renewal date.

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



# Notes on benefits

## 1: Cover for intensive care

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

## 2: Surgical dressings and drugs

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

## 3: Cash benefit

Cash benefit is payable in lieu of benefits 1, 2, 3, 4, 6 and 7 for each night spent in an NHS hospital in the UK or the Princess Elizabeth Hospital in Guernsey, for in-patient treatment received either without accommodation charge or in an amenity bed.

## 4: Emergency local road ambulance charges

This is payable only for ambulance charges incurred in medical emergencies where the patient had an immediate need for treatment qualifying for payment of benefits under this plan, was not ambulant, and where local use of a road ambulance (as distinct from any other means of transport) was medically essential for taking the patient to or from the nearest place capable of providing the necessary treatment.

## Costs not covered

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

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

# Table of Benefits

Total overall amount each membership year:		£99,000		
Benefit	Guernsey	UK Mainland	International	
<b>In-patient and day-case</b>				
1. Accommodation	Full refund*	Full refund*	£170 per night	
2. Amenity bed when treatment received as a state insured patient	Full refund*	Full refund*	£135 per night	
3. Specialists' fees for surgical operations	Full refund*	Full refund*	Minor £238 Intermediate £589 Major £926 Supplement for complex major (at Bupa International's discretion) £2097	
4. Consultations and treatment in pathology, physiotherapy or radiology received as an in-patient or day-case	Full refund*	Full refund*	£500 per year	
5. Cash benefit for treatment received free of charge per night (maximum 182 nights)	£100	£100	£100	
6. Physicians' fees - supplement for intensive care	£50 per day 14 days £100 per day	£50 per day 14 days £100 per day	£50 per day 14 days £100 per day	
7. Oncology (in-patient and out-patient) - including chemotherapy and radiotherapy - Specialists' fees - Fees for specifically related tests - Fees for specifically related drugs	Full refund* Full refund* Full refund*	Full refund* Full refund* Full refund*	£380 per course	
<b>8. Out-patient consultations and treatment each year up to</b>	£700	£700	£700	
<b>9. Ambulance fees each year up to</b>	£150	£150	£150	
<b>10. General practitioner</b> - Consultations	Full refund*	Up to £22 per visit	Up to £22 per visit	

The Bupa International Guernsey plan can also be used internationally. In this case we will pay up to the limits shown above.

\*Full refund means a full refund of reasonable and customary charges for treatment covered under the plan up to agreed Guernsey Board of Health charges. These can be obtained from us if needed, on request. The cost of drugs is only covered for drugs used whilst receiving treatment as an in-patient or day-case patient in a hospital where the cost of treatment is covered under the plan.

Full refund is only payable where a patient occupies a room that is no more expensive than the hospitals category B or C bed, in a Bupa participating hospital. Or category A in the Cromwell Hospital. This means we will not pay the extra costs of a deluxe, executive or VIP suite etc.

# Notes



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