

保柏環球
醫療計劃
條款及細則

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NAVIGATOR
Insurance Brokers Ltd.

Unit 8E, Golden Sun Centre, 223 Wing Lok St, Sheung Wan, Hong Kong
Tel : +852 2530 2530 | Fax : +852 2530 2535
Email : crew@navigator-insurance.com | www.navigator-insurance.com

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保柏環球醫療計劃條款及細則

編號	條款
1.	您的保單
1.1	您的保柏環球醫療計劃指南內的詞彙表之定義，適用於這些條款及細則，並以粗體標示。
1.2	本保單是您（即：投保人）與保柏環球每個保單年度的保險合約。
1.3	其他人士（包括任何受供養人）均不得執行本保險合約下之任何法律權利。受供養人可跟循下列第 15 條所述之申訴程序。
1.4	本保險合約列明於： <ul style="list-style-type: none">○ 本條款及細則；○ 您的保柏環球醫療計劃指南；○ 您的申請表內所述之資料及聲明；及○ 保險證書。
1.5	若您（投保人）增列受供養人至本保單，此等受供養人將自寄給您（投保人）的更新保險證書上所列之日期起，適用本保單之保障。
2	您的保障範圍
2.1	我方將會按照本保單之條款您的保柏環球醫療計劃指南之定義，支付任何醫療保障之費用。
2.2	您的醫療計劃可能包含一項強制之年度墊底費，該墊底費將列於您的保柏環球醫療計劃指南。您也可自選年度墊底費（如果有提供此選項，且經身為投保人的您在您的申請表上作此選擇）。您的墊底費將在您的保險證書及您的保險卡上標明。 <p>所有年度墊底費，將分別適用於投保人以及每位受供養人。投保人以及每位受供養人所適用之年度墊底費數額可能不同。於本保單續保時，您的年度墊底費將重新計算。</p> <p>如年度墊底費適用，在您達到您的年度墊底費之上限以前，您必須直接支付任何醫療保障費用予其服務提供者。</p> <p>超過您的保柏環球醫療計劃指南所列最高限額之費用，不會再算入您的年度墊底費。</p> <p>在您的年度墊底費（不包括超過您的保柏環球醫療計劃指南所列之最高限額）保障範圍內、您所獲取的任何保障費用，應計入您的保柏環球醫療計劃指南所示之最高保障總額內。</p> <p>即使您申請賠償之數額，低於您的年度墊底費之數額，您仍應向我方提交賠償申請，以利我方了解您何時已達到年度墊底費之上限。</p> <p>由於此為一年度墊底費，若您的首次賠償申請是在保單年度截止時，而您的醫療保障於您的續保日仍繼續進行，則年度墊底費將被任何保障提供者要求支付按照於每份保單年度所獲得之醫療保障，分別計算。</p>

編號	條款
2.3	<p>您的醫療計劃可能包含一項強制之年度自付額，該自付額將會列在您的保柏環球醫療計劃指南。您可能也有適用的自選之自付額（如果有提供此選項，且經身為投保人的您在您的申請表上作此選擇）。您的自付額比例將在您的保險證書及您的保險卡上標明。</p> <p>您必須按照自付額，就適用自付額規定之任何保障費用，直接支付費用予保障提供者。</p>
2.4	<p>若我方因任何原因，被要求向保障提供者支付任何年度墊底費或自付額所保障之費用，我方會向您收取有關款項以支付該費用。</p> <p>您茲授權我方得以根據您在您的申請表或其他更新文件提供予我方之直接付款協議或信用卡授權單，逕行向您收取此筆款項。</p> <p>若本保單含有年度墊底費或自付額規定，您應確保我方具有有效之直接付款協議或信用卡授權，使我方才能收回我方已支付之年度墊底費或自付額款項。</p> <p>當有必要或於我方要求時，您應更新您提供予我方之直接付款協議或信用卡授權；否則，可能造成我方延後支付保險賠償。如有任何未結清之年度墊底費或自付額款項，在我方收訖該等款項前，我方不會支付任何保險賠償。</p>
2.5	<p>若您的保柏環球醫療計劃指南內，要求您必須就保障費用取得預先授權，您應遵照辦理。若您未在原定預先授權之 31 日內開始使用該等保障，您必須重新申請預先授權。</p> <p>有關如何就保障費用取得預先授權，請參閱您的保柏環球醫療計劃指南。</p>
2.6	<p>在我方就任何保障費用或賠償申請進行預先授權之前，我方有權要求額外資料，例如醫療報告，且我方得要求由我方指定之獨立醫療從業人員對您進行醫療檢查（費用由我方負擔），並使該名醫生提供醫療上報予我方。</p> <p>若經要求而未及時提供此等資料，可能會導致預先授權發生延誤。若完全未提供予我方此等資料，則可能導致您的賠償申請遭到拒絕。</p>
2.7	<p>在某些情況下，我方可能會支付不在本保單保障範圍內之醫療服務或費用。此稱為酌情賠償或恩恤金。我方基此而支付之任何款項，仍將算入本保單所適用之年度最高保障總額。若我方支付此類款項，並不代表我方未來必須支付相同或類似之款項。任何酌情賠償或恩恤金均是按照我方全權決定是否支付，您對於此等款項之支付，並不具有任何權利。</p>
3	<p>保費與付款</p>
3.1	<p>您應將您的保費直接支付予保柏環球。若您將您的保費支付予其他人，例如中介者或保險經紀人，我方並不負責確保該等人士將保費轉交予我方。</p>
3.2	<p>若我方未於到期日前，收到您的保費（或任何分期付款項）或您根據本保單應付給我方之任何其他款項，我方將以書面通知身為投保人的您，請您在特定日期前付款，而該日期應為自我方發出信函或電子郵件予您之日起至少 30 日後。</p> <p>若我方並未在該日期前收到款項，本保單將會取消，而本保單下之所有權利亦將會由您原本應該支付保費（或第一筆未交付之款項）的日期或其他款項的日期起終止。</p> <p>除非一切逾期款項都已付清，否則我方不會就任何賠償申請進行支付。但如果您因無法控制的錯誤，如銀行錯誤等而導致無法支付，則不在此限。</p>
3.3	<p>針對您所獲得之治療或醫療保障，若該等治療或保障並不在本保單之保障範圍，而我方卻誤付任何款項予保障提供者或您，我方將保留權利，可能自您未來的賠償申請扣回或要求您退回我方誤付之款項。</p>

編號	條款
4	<p>若您的症狀由他人所造成或您擁有其他保險保障</p>
4.1	<p>若任何人應就您的任何傷害、疾病、病症或其他相關情況負責，有關之任何醫療保障，我方得以您的名義向其提出賠償申請。</p> <p>您必須按我方之合理要求，提供任何協助，以便提出此等賠償申請，例如：</p> <ul style="list-style-type: none"> ○ 提供任何文件或證人陳述書予我方； ○ 簽署法院文件； ○ 進行醫療檢查。 <p>我方得以您的名義提出賠償申請，以行使我方之權利，無論是在我方支付保單下任何款項之前或之後。</p> <p>您不得提起任何法律行動、就任何賠償申請案進行和解，或進行任何其他不利於我方行使權利以您的名義提出賠償申請之行為。</p>
4.2	<p>若您就您的醫療保障，同時擁有其他保險之保障，您必須知會我方，並提供其他保險公司之詳細資料，包括在預先授權及提出賠償申請之日期。</p> <p>我方將僅對於受到保障之醫療費用，支付我方應負擔之部份。</p>
5	<p>申請賠償</p>
5.1	<p>在可行的限度內，就本保單所保障之任何醫療保障，我方將盡力直接支付該保障提供者。</p> <p>若否，則您必須支付保障提供者，之後再提交一份已填妥之賠償申請表予我方，並附上所有有效收據、相關信函及與您申請賠償之醫療保障有關之其他文件影印本。於我方要求時，應將收據正本提供給我方。</p> <p>如我方在向您提供醫療保障超過 2 年後收到賠償申請，我方並無義務付款，但如有合理原因可說明您為何未能提早申請賠償時，則不在此限。</p> <p>我方無法退還任何文件正本，但可應你的要求提供影印本。</p>
5.2	<p>若您已支付予保障提供者並提出有效之賠償申請，我方會支付賠償予身為投保人的您。只有在受供養人已獲得醫療保障、年滿 18 歲而我方得到其等之現行銀行資料時，我方才會支付予該等受供養人。</p> <p>我方只能直接電匯至您的銀行帳戶或以支票支付。</p> <p>我方將支付電匯之相關手續費。若您的當地銀行向您收取手續費，在收到您已支付該等費用之證明後，我方會將款項支付給您。所有其他銀行收費或費用，例如換匯，均為您的責任。但如因我方之錯誤而被收取之費用則不在此限。</p>
5.3	<p>我方會按照您支付您的保費時使用之貨幣、您寄發予我方之收據所使用之貨幣，或您的銀行帳戶之貨幣付款給您。按照國際銀行之規定，在特定之情況下我方或未能夠按照您所要求之貨幣付款。於此情況下，我方將按照您保費之貨幣付款。</p> <p>若我方將某一貨幣轉換為他種貨幣，我方將採用您獲得相關醫療保障之日期（或者，若您在數日內獲得相關醫療保障，則為其最後一日）前一個丹麥工作日之丹麥清晨匯率計算。</p>
5.4	<p>若我方（或我方之保柏集團公司及管理者）基於任何相關管轄區之法律，包括香港、英國、歐盟、美國或國際法下之義務，對於我方有相關之禁止規定，我方將不會提供本保單下之保障或支付賠償。通常我方會將此情況告知於您，但以該告知並非不法或不會危及我方合理安全措施為限。</p>

編號	條款
6	續保
6.1	<p>我方將於續保日前（但不包括適用第 6.2 條之時）發函予您，說明您就本保單於下一年度續保之條件。</p> <p>在各個保單年度，我方有可能會變更對於您的保費之計算方法、我方決定保費的準則，以及您應向我方支付的費用及付款方式。我方亦可變更您的保柏環球醫療計劃指南（包括醫療保障及其保障總額）和本保單之條款。</p> <p>我方將於續保日至少 30 日前寄發通知給您並詳列新的保費、續保保單之任何變更及其變更理由。若您不願就本保單再行續保，您必須於續保保單開始後 30 日內知會我方。</p> <p>除非您聯繫我方並告知我方不再續保，我方將繼續採用您提供給我方之付款資料並收取續期保費。</p>
6.2	若我方決定對所有客戶或對特定群組之客戶（且身為投保人的您或您的任何受供養人亦包含在該群組內），停止提供此醫療計劃，我方將保留我方決定不再就本保單續保之權利。
6.3	若我方決定就本保單續保，我方不會對您的續保保單增列任何只適用您個人的新限制條款或不受保項目（列於您的保險證書上者）。然而，若您轉換至不同的醫療計劃，我方則可增列只適用於您個人之新限制條款或不受保項目。
7	您的保單之變更
7.1	除本第 7 條明文規定外，僅有我方及身為投保人的您可同意本保單之變更。除經我方書面確認外，任何變更均屬無效。
7.2	<p>若您要求增列一名新的受供養人至本保單，我方將審核其病歷。我方可能會不同意將該受供養人增列至本保單，或在將該名新的受供養人納入保障時，增設特別限制條款或不受保項目。我方得按我方之決定，對於該名新的受供養人之若干既有病症，同意提供保障。您必須支付任何額外的保費。若在您的保柏環球醫療計劃內，您的指南有此規定（並符合任何相關要求），則未成年子女得不經審查病歷或增收保費，即予納入本保單。</p> <p>對於若干醫療計劃，如果在我方收到加入受供養人至本保單之請求時，其已超過特定年齡，我方無法將其加入本保單內。</p>
7.3	<p>由於此為年度保單，您僅可以在續保時，變更您的醫療計劃。</p> <p>若您在續保時變更您的醫療計劃，任何既有之等候期（如您的保柏環球醫療計劃指南所示）均不會重新起算。</p>
7.4	我方可能會就本保單之整個保單年度，對部份保單內容作出變更，但必須是為了遵守法律或監管之規定，或是對我方相同醫療計劃之全部客戶為該變更，以改善其等從我方所獲得之保障。若我方作出此等變更，我方會盡可能事前發函通知您該等變更。
7.5	<p>若我方合理認為繼續本保單，我方或是您可能違反任何法律、法規、條例或法院命令，我方得立即終止本保單。</p> <p>若某項保障可能造成我方（或我方之保柏集團公司及管理者）遭到基於聯合國決議、貿易或經濟制裁、或香港、歐盟、英國或美國之法律或法規，實施任何制裁、禁止或限制，本保單將不會提供該項保障。</p>

編號	條款
8	您的居住國
8.1	<p>若您遷移到不同國家或您列出之居住國或您列出之國籍有變更，您必須立即知會我方。</p> <p>若您所在國、或您的居住國或國籍地之法律、或任何其他適用我方或本保單之法律，禁止我方提供醫療保障予當地國民、居民或公民時，本保單將會終止。</p>
8.2	當您變更您的聯絡地址或其他通訊資料時，您必須立即知會我方，因為我方會使用您最後給予我方之地址及通訊資料，直到您另向我方作出變更為止。
9	結束本保單
9.1	身為投保人的您可為任何因素取消本保單，但前提是身為投保人的您於收到您的第一份保險證書或本保單之任何續保日起 30 日內通知我方，且您未曾提出有效之賠償申請或獲得基於本保單在目前保單年度之任何保障。若您在前述 30 日之期限內取消，我方會將您就該保單年度所支付之保費，全額退款給作為投保人的您。
9.2	若您增加一名受供養人，則您仍可取消該增加，但您應在您收到載有該名新受供養人之新保險證書起 30 日內通知我方。若該名受供養人未曾提出有效之賠償申請或獲得基於本保單之任何保障，我方會將您所支付之額外保費，全額退還予您。
9.3	<p>若投保人或任何一名受供養人死亡，我方應於 30 日內收到書面通知。</p> <p>於投保人死亡後，任何成年之受供養人均可向保柏環球申請成為該保單之投保人，並將其他受供養人納入其保單。</p> <p>若投保人死亡，且無任何成年受供養人承繼該保單，本保單將告終止，且若基於本保單未曾提出有效之賠償申請或獲得任何保障，我方將退還本保單終止後期間之保費。</p> <p>若任一名受供養人死亡，則其基於本保單之保障將告結束，且若基於本保單未曾由該名受供養人或他人代表其提出有效之賠償申請或獲得任何保障，我方將退還該名受供養人保障終止後期間之保費。</p>
10	我方於本保單下之職責及受命擔任您的代理人
10.1	我方於本保單下之職責，乃為您提供保險保障，有時會為您（代表您）作出安排以獲得任何保障。提供實際醫療保障並非我方之職責。
10.2	身為投保人的您，代表您自身及受供養人，指派我方擔任您的代理人，按照您的要求，為您作出獲得醫療保障之預約或安排。我方會恰當而謹慎地擔任您的代理人。
10.3	<p>出於任何因素，若您未能向我方給予關於任何保障之指示（例如您無行為能力），身為投保人的您，代表您自身及受供養人，授權我方擔任您的代理人，以：</p> <ul style="list-style-type: none"> ○ 採取我方合理認為符合您的最佳利益之行動（依據您在本保單所享有之保障）； ○ 按我方於該情況下合理認為適當，提供您的保障提供者有關於您的資料；及/或 ○ 遵行我方合理認為最為適當人士（例如某名家庭成員、您的主診醫生或是您的僱主）所給予的指示。
10.4	擔任您的代理人時，我方得透過我方之保柏集團公司及管理者作為。

編號	條款
11	我方對您的責任
11.1	我方（及我方之保柏集團公司與管理者）毋須對您或任何其他人士，因您接受任何醫療保障致生之任何損失、損害、疾病及/或人身傷害負責，亦毋須對於任何保障提供者或提供您任何醫療保障之其他人士之作為或不作為負責。您應自行向該等保障提供者或其他人士，直接提出賠償申請。
11.2	您的法定權利不受影響。
12	欺詐賠償申請
12.1	在本第 12 條中，若我方提到「您」或「身為投保人的您」，即包括或您的任何代表，而若我方提到「受供養人」，即包括代表任何受供養人或您的任何代表。
12.2	身為投保人的您及任何受供養人，務必： <ul style="list-style-type: none"> 不得根據本保單提出任何詐騙、誇大或不實之賠償申請； 不得提交虛假或偽造之文件或其他不實之證據予我方，或作出佐證賠償申請之不實陳述；及/或 將身為投保人的您或任何受供養人知悉可能導致我方拒絕支付本保單項下賠償申請之資料，提供予我方。
12.3	若未能遵守上述第 12.2 條，我方保留以下權利： <ul style="list-style-type: none"> 就全部賠償申請，拒絕付款；及/或 收回我方就該賠償申請已支付之任何款項。 <p>此外，若身為投保人的您違反第 12.2 條，則我方保留得通知身為投保人的您，本保單自違反第 12.2 條之日起終止，且不會退還本保單之任何保費。</p> <p>若僅有特定受供養人違反第 12.2 條，則我方保留通知身為投保人的您，本保單就該特定受供養人之保障，自其違反上述第 12.2 條之日起終止，且不會退還本保單就該保障之任何保費。</p>
13	不實陳述
13.1	在本第 13 條中，若我方提到「您」或「身為投保人的您」，即包括或您的任何代表，而若我方提到「受供養人」，即包括代表任何受供養人或您的任何代表。
13.2	身為投保人的您及任何受供養人必須恰當而謹慎地，確使在您取得本保單之時，以及在每次續保、延長及變更本保單之時，您提供予我方之一切事實及資料，均為正確且完整。若申請表上所列問題之任何答案有變動，您必須於本保單開始前，知會我方。 請注意，身為投保人的您，在您（或代表您而作為之任何人士）提供有關受供養人資料予我方時，必須善盡合理注意。
13.3	若身為投保人的您或任何受供養人： <ul style="list-style-type: none"> 蓄意或魯莽地，給予我方不正確或不完整之資料；及/或 未採取合理注意以給予我方正確及完整之資料（例如您不經意地或不小心對某項問題提供不正確之答案），且我方若知悉正確及完整之資料，則我方根本不會核發、續保、延長或變更本保單予您； 我方保留行使我方於下列第 13.4 條所述之權利。

編號	條款
13.4	若上述第 13.3 條有適用： <ul style="list-style-type: none"> 身為投保人的您若未能遵守上述第 13.3 條之規定，我方保留使本保單失效之權利。這是指我方將視作本保單自其開始之日、續保日或對本保單進行任何變更之日（視情況而定）起，從未存在；或 若僅有特定受供養人未能遵守上述第 13.3 條之規定，我方保有將本保單對該受供養人之適用，予以失效之權利。這是指我方將視作該受供養人自本保單開始之日、續保日或對本保單進行任何變更之日（視情況而定）起，從未受到保障。
13.5	若身為投保人的您未能恰當而謹慎地向我方提供資料，但並不適用第 13.3 條，且若您給予我方正確及完整之資料，我方將按不同之條件給予保險保障，則： <ul style="list-style-type: none"> 我方保留將本保單視作按照該等不同之條款（但不包括有關您的保費之條款）核保。在此等情況下，我方僅會按照含有該等我方所援用不同條款之本保單所保障之賠償申請，辦理付款；及 若我方原應向您收取更高額之保費，我方保有自任何賠償扣減應付款項之權利。在此等情況下，賠償申請將按照我方原應收取之保費數額，按比例扣減。例如，若我方原應收取雙倍之保費，我方僅會支付賠償申請之半數。
13.6	若僅有特定受供養人未能恰當而謹慎地向我方提供資料，但並不適用第 13.3 條，且若受供養人給予我方正確及完整之資料，我方將按不同之條件給予保險保障，則： <ul style="list-style-type: none"> 我方保留將本保單視作按照該等不同之條款（但不包括有關您的保費之條款）核保。在此等情況下，我方僅會按照含有該等我方所援用不同條款之本保單所保障之賠償申請，辦理付款；及 若我方原應就該受供養人之保障收取更高額之保費，我方保有自任何賠償申請就該受供養人所獲得之保障扣減款項之權利。在此等情況下，賠償申請將按照我方原應收取之保費數額，按比例扣減。例如，若我方原應收取雙倍之保費，我方僅會支付賠償申請之半數。
14	資料處理聲明
	保柏環球極為重視您個人健康資料之機密性。 保柏環球有時會僱用第三方代表我方處理資料。此等處理可能會在您的所在地以外之區域進行，而該等區域並未提供與您的所在國相同程度之保護，但仍將受到有關保密及安全義務之合約限制。 若您轉移至保柏之其他計劃或我方合作夥伴提供之計劃，我方得將您的醫療、賠償及保單記錄，提供給新的保險人。 我方得將受供養人之資料提供予投保人，包括曾接受之保障、已獲支付之賠償、已使用之墊底費數額，以及（如有相關）會影響保障提供之任何病歷。 在您的申請表及任何賠償申請表內，我方將提供您有關我方如何處理您個人資料之更詳盡資料，且我方會針對按照此方式處理您以及任何受供養人的個人資料，向您徵求您的同意。如欲取得進一步之資料，請至 www.bupa.com.hk/eng/individuals.aspx 查閱有關保柏環球隱私權政策之規定。

編號	條款
15	申訴
15.1	<p>若您就本保單有任何疑慮或申訴，您可撥打保柏環球客戶服務部 +45 70 23 00 42。或者，您可發送電子郵件或發函予該團隊至下列地址：</p> <p>Complaints-Global@ihi.com；或</p> <p>Bupa ihi, Palægade 8, DK-1261 Copenhagen K, Denmark。</p> <p>您亦可利用此等聯繫資料，索取我方申訴程序之完整影印本。</p> <p>若我方仍未能解決該問題，且您希望進一步申訴，請利用下列聯繫資料通知我方：</p> <p>保柏（亞洲）有限公司香港鰂魚涌華蘭路 25 號栢克大廈 18 樓</p> <p>電話：+852 2529 2723</p> <p>電子郵件：hongkong@ihi.com</p>
15.2	<p>我方未能成功處理申訴的情況十分罕見，但如有此類情況，則您可將您的申訴提交至保險索償投訴局。您可：</p> <ul style="list-style-type: none"> ○ 發函至：保險索償投訴局，地址：香港灣仔駱克道 353 號三湘大廈 29 樓； ○ 致電至：2520 1868； ○ 發送電子郵件至：iccb@iccb.org.hk；及/或 ○ 瀏覽網站查閱詳情：www.iccb.org.hk
16	本保單依據之法律及您可提起訴訟之地方
16.1	<p>本保單受香港法律之約束。因本保單所生或與之有關的任何爭議或分歧，應交由香港國際仲裁中心，依據仲裁通知提交時有效之香港國際仲裁中心機構仲裁規則，以仲裁方式解決。如果未能透過此方式解決，則得提交香港法庭處理，在此等情況下，我方與您均同意，香港法院具有最終裁決權。</p>
16.2	<p>若因本保單不同語言版本之解釋而生任何爭議，則英文版本應視為具有最終效力之版本，且其效力高於任何其他版本。</p> <p>請注意，儘管我方可能為方便您而提供本文件的其他語言版本，將來向您寄送關於本保單的信件仍有可能為英文版本。</p>

BUPA GLOBAL HEALTH PLAN TERMS AND CONDITIONS

1 January 2015

NAVIGATOR
Insurance Brokers Ltd.
Unit 8E, Golden Sun Centre, 223 Wing Lok St, Sheung Wan, Hong Kong
Tel : +852 2530 2530 | Fax : +852 2530 2535
Email : crew@navigator-insurance.com | www.navigator-insurance.com

Bupa 

BUPA GLOBAL HEALTH PLAN TERMS AND CONDITIONS

No.	CLAUSE
1.	Your policy
1.1	The definitions set out in the "Glossary" in the Guide to your Bupa Global health plan apply to these Terms and Conditions and are marked in bold.
1.2	This policy is an insurance contract between you the policyholder and Bupa Global for each policy year.
1.3	No other persons, including any dependants , may enforce any legal rights under this insurance contract. Dependants may use our complaints process set out in clause 15 below.
1.4	This insurance contract is set out in: <ul style="list-style-type: none"> o these Terms and Conditions; o the Guide to your Bupa Global health plan; o the information and declarations in your application form; and o the insurance certificate.
1.5	If you the policyholder add dependants to this policy , those dependants will be covered by this policy from the date shown on the updated insurance certificate sent to you the policyholder .
2	Your cover
2.1	We will pay for the cost of any covered benefits in accordance with the terms of this policy and as defined in the Guide to your Bupa Global health plan .
2.2	<p>Your health plan may include a mandatory annual deductible, which will be shown in the Guide to your Bupa Global health plan. You may also have an optional annual deductible, if available and selected by you the policyholder in your application form. Your deductibles will be shown on your insurance certificate and your insurance card.</p> <p>All annual deductibles apply to you the policyholder and each of the dependants separately. You the policyholder and each dependant may have different annual deductible amounts. You will have a new annual deductible if this policy renews.</p> <p>If an annual deductible applies, you must pay the cost of any covered benefits received directly to the provider until you have reached the level of your annual deductible.</p> <p>Costs in excess of the maximums shown in the Guide to your Bupa Global health plan will not count towards your annual deductible.</p> <p>The cost of any covered benefits you receive which are covered by your annual deductible (excluding costs in excess of the maximums shown in the Guide to your Bupa Global health plan), count towards the maximum cover limits shown in the Guide to your Bupa Global health plan.</p> <p>Even if the amount you are claiming is less than the amount of your annual deductible, you should still submit a claim to us so we know when you have reached the level of your annual deductible.</p> <p>As this is an annual deductible, if your first claim is towards the end of the policy year and your covered benefits continue over your renewal date, the annual deductible is payable separately for the covered benefits received in each policy year.</p>

No.	CLAUSE
2.3	<p>Your health plan may include a mandatory co-insurance, which will be shown in the Guide to your Bupa Global health plan. You may also have an optional co-insurance, if available and selected by you the policyholder in your application form. Your co-insurance will be shown on your insurance certificate and your insurance card</p> <p>You must pay for the co-insurance proportion of the cost of any covered benefits to which the co-insurance applies directly to the benefits provider.</p>
2.4	<p>Should we be required for any reason to pay a benefits provider an amount which is covered by any annual deductible or co-insurance we will then collect payment from you for that amount.</p> <p>You authorise us to take this payment from you under the direct debit agreement or credit card authority you have given to us in your application form or as updated.</p> <p>If this policy has an annual deductible or co-insurance you must ensure that we always have a valid direct debit agreement or credit card authority that enables us to take payment of any annual deductible or co-insurance we have paid.</p> <p>You must update the direct debit agreement or credit card authority you have given to us when necessary or when requested by us. Otherwise it may cause delays in our paying claims. We will not pay claims until we have received any outstanding annual deductible or co-insurance payments</p>
2.5	<p>You must obtain pre-authorisation for any covered benefits where it is stated that this is required in the Guide to your Bupa Global health plan. Subsequent pre-authorisation should be obtained if you do not start receiving those covered benefits within 31 days of the original pre-authorisation.</p> <p>Details of how to pre-authorise covered benefits are available in the Guide to your Bupa Global health plan.</p>
2.6	<p>Before we pre-authorise any covered benefits or pay any claim, we are entitled to request additional information, such as medical reports, and we may require that you have a medical examination by an independent medical practitioner appointed by us (at our cost) who will then provide us with a medical report</p> <p>If this information is not provided in a timely manner once requested this may result in a delay in pre-authorisation and to your claims being paid. If this information is not provided to us at all this may result in your claims not being paid.</p>
2.7	<p>In certain situations we may pay for medical services or benefits which are not covered by this policy. This is called a discretionary or ex gratia payment. Any payment that we may make on this basis will still count towards the overall annual maximum limit that applies to this policy. If we make a payment like this it does not mean that we are required to pay identical or similar costs in the future. Any such discretionary or ex gratia payments are made solely at our discretion, you have no right to require any such payment be made.</p>
3	Premium & Payment
3.1	<p>You should pay your premiums direct to Bupa Global. If you pay your premiums to anyone else, such as an intermediary or insurance broker, we are not responsible for ensuring those persons pass the premium on to us.</p>
3.2	<p>If we do not receive your premium (or any instalment) or any other payment you owe us under this policy by the due date, we will write to you the policyholder requesting payment by a specific date, which will be not less than 30 days after the date we issue our letter or email to you.</p> <p>If we do not receive payment by that date, this policy will be cancelled and all rights under this policy will cease from the original date on which your premium (or the first missed instalment) or other payment should have been received.</p> <p>We will not pay any claims until all overdue payments have been paid, unless the reason for non-payment is an error outside of your control, such as a bank error</p>
3.3	<p>If we incorrectly make any payment to either a benefits provider for treatment or benefits received by you but not covered by this policy, or to you, we reserve the right to deduct the amount we incorrectly paid from your future claims or seek repayment from you.</p>

No.	CLAUSE
4	Where another person has caused your condition or you hold other insurance cover
4.1	<p>If any person is to blame for any injury, disease, illness, condition or other event in relation to which you receive any covered benefits, we may make a claim in your name.</p> <p>You must provide us with any assistance we reasonably require to help make such a claim, for example:</p> <ul style="list-style-type: none"> o providing us with any documents or witness statements; o signing court documents; and o submitting to a medical examination. <p>We may exercise our rights to bring a claim in your name before or after we have made any payment under the policy.</p> <p>You must not take any action, settle any claim or otherwise do anything which adversely affects our rights to bring a claim in your name.</p>
4.2	<p>If you have other insurance which also covers your covered benefits you must let us know and provide details of the other insurance company, including on pre-authorisation and when making a claim.</p> <p>We will only pay for our share of the cost of any covered benefits.</p>
5	Making a claim
5.1	<p>We aim to pay the benefits provider directly for any covered benefits covered by this policy whenever possible.</p> <p>Otherwise you must pay the benefits provider and then send a completed claim form to us, with copies of all valid invoices, relevant letters and other documents relating to the covered benefits you are claiming for. Where requested, original invoices must be provided to us.</p> <p>We are not obliged to pay for any covered benefits if the claim form is received by us more than 2 years after the covered benefits were provided to you, unless there is a good reason why it was not possible for you to make the claim earlier.</p> <p>We cannot return any original documents, but we can send you copies if you request.</p>
5.2	<p>Where you have paid the benefits provider and you have made a valid claim, we will pay you the policyholder. We may pay a dependant only where the dependant received the covered benefits, they are over 18 and we have their current bank details.</p> <p>We only pay by electronic transfer direct to your bank account or by cheque payable to you.</p> <p>We pay the administration costs for making electronic transfers. If your local bank charges you an administration fee, we will refund you on receipt of proof you have paid such fees. All other bank charges or fees, such as currency exchange, are your responsibility, unless you are charged because we made a mistake</p>
5.3	<p>We will only pay you in the currency in which you pay your premium, the currency of the invoices you send us or the currency of your bank account. Sometimes, international banking regulations do not allow us to make a payment in the currency you have asked for. If this is the case we will send a payment in the currency of your premium.</p> <p>If we convert one currency to another, the exchange rate we use will be the early morning rate set in Denmark on the Danish working day preceding the date you received the relevant covered benefits (or where you receive the relevant covered benefits over a number of days, the last date).</p>
5.4	<p>We will not provide cover nor pay claims under this policy if our obligations (or the obligations of our Bupa group companies and administrators) under the laws of any relevant jurisdiction, including Hong Kong, UK, European Union, the United States of America, or international law, prevent us from doing so. We will normally tell you if this is the case unless this would be unlawful or would compromise our reasonable security measures.</p>

No.	CLAUSE
6	Renewal
6.1	<p>We will write to let you know the terms on which you may renew this policy for the next year, in advance of the renewal date (unless Clause 6.2 applies).</p> <p>Each policy year we may change how we calculate your premiums, how we determine premiums, what you have to pay and the method of payment. We may also change the Guide to your Bupa Global health plan (including which covered benefits are covered and the limits for covered benefits) and the terms of this policy.</p> <p>We will issue you a notice at least 30 days' in advance of the renewal date, with details of the new premium, any changes to the renewed policy and the reasons for those changes. If you do not want to renew this policy you must contact us within 30 days following the start of the renewed policy.</p> <p>Unless you contact us to tell us not to, we will continue to take payment of the new premium using the payment details you have given us.</p>
6.2	We reserve the right not to renew this policy at our discretion if we have decided to stop making this health plan available to all customers or to a category of customers which includes you the policyholder or any dependants .
6.3	If we decide to renew this policy , we won't add any new personal restrictions or exclusions (those that appear on your insurance certificate) to your renewed policy . However, should you move to a different health plan , we may add new personal restrictions or exclusions
7	Changes to your policy
7.1	Except where expressly stated in this clause 7, only we and you the policyholder can agree to make changes to this policy . No changes will be valid unless they are confirmed in writing by us .
7.2	<p>If you ask to add a new dependant to this policy, we will review that person's medical history. We may not agree to add the person to this policy, or we may add special restrictions or exclusions to the cover for that new dependant. We may, at our discretion, agree to provide cover for certain pre-existing conditions of the new dependant. You must pay any additional premium. Children may be added without medical history or additional premium being required where this is provided for (and in accordance with any relevant requirements) in your Guide to your Bupa Global health plan.</p> <p>For certain health plans, we may not be able to add dependants who are over a certain age at the time we receive the request for them to be added to this policy.</p>
7.3	<p>As this is an annual policy, you may only change your health plan on renewal.</p> <p>If you do change your health plan on renewal, any existing waiting periods (which will be shown in the Guide to your Bupa Global health plan) would not re-start.</p>
7.4	We may make changes to the policy part way through the policy year, but only if there is a legal or regulatory requirement to do so or where changes are made for all our customers with the same health plan to improve the cover they receive from us If we do, we will write to tell you about the changes, in advance where possible.
7.5	<p>We may terminate this policy immediately, if we reasonably consider that by continuing this policy we or you may break any law, regulation, code or court order.</p> <p>This policy does not provide cover to the extent that such cover would expose us (or our Bupa group companies and administrators) to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Hong Kong, the European Union, UK or United States of America.</p>

No.	CLAUSE
8	Your country of residence
8.1	<p>You must tell us straight away if you move to a different country or your specified country of residence or specified country of nationality changes.</p> <p>This policy will terminate if the law of the country in which you are located, or your country of residence or nationality, or any other law which applies to us or this policy, prohibits the provision of healthcare cover by us to local nationals, residents or citizens.</p>
8.2	You must tell us straight away if you change your correspondence address or other contact details as we will use the last address and contact details you gave us until you tell us otherwise.
9	Ending this policy
9.1	You the policyholder may cancel this policy for any reason by contacting us within 30 days of the date you the policyholder receive your first insurance certificate or of any renewal date of this policy , provided that you have not made a valid claim or received any covered benefits under this policy during the current policy year. If you cancel within this 30 day window, we will pay you the policyholder a full refund of the premium you paid for that policy year.
9.2	If you add a dependant , then you may also cancel that addition by contacting us within 30 days of your receiving the new insurance certificate naming the new dependant . Provided the dependant has not made a valid claim or received any covered benefits under this policy , we will pay you a full refund for the additional premium you paid
9.3	<p>If the policyholder or a dependant dies we should be notified in writing within 30 days.</p> <p>Upon the death of the policyholder any adult dependant may apply to Bupa Global to become the policyholder of the policy in his or her own right and include the other dependants under their policy.</p> <p>If the policyholder dies, and no adult dependant has taken over the policy, this policy will end and if no valid claims have been made or covered benefits received under this policy, we will refund that part of the premium which relates to the period after the policy ended.</p> <p>If a dependant dies then his/her cover under this policy will end and, provided that no valid claims have been made or covered benefits received under this policy by or on behalf of that dependant, we will refund that part of the premium which relates to the dependant for the period after his/her cover ended</p>
10	Our role under this policy and appointment as your agent
10.1	Our role under this policy is to provide you with insurance cover and sometimes to make arrangements (on your behalf) for you to receive any covered benefits. It is not our role to provide you with the actual covered benefits.
10.2	You the policyholder , on behalf of yourself and the dependants , appoint us to act as agent for you , to make appointments or arrangements for you to receive covered benefits which you request. We will use reasonable care when acting as your agent.
10.3	<p>You the policyholder, on behalf of yourself and the dependants, authorise us as your agent, if for any reason you are not available to give us instructions with regard to any covered benefits (for example if you are incapacitated), to:</p> <ul style="list-style-type: none"> o take such action as we reasonably consider to be in your best interests (in accordance with the cover you have under this policy); o provide any information about you to your benefits provider as we reasonably consider to be appropriate in the circumstances; and/or o take instructions from the person we reasonably consider to be the most appropriate person (for example a family member, your treating doctor or your employer).
10.4	When acting as your agent we may act via our Bupa group companies and administrators.

No.	CLAUSE
11	Our liability to you
11.1	We (and our Bupa group companies and administrators) shall not be liable to you or anyone else for any loss, damage, illness and/or injury that may occur as a result of your receiving any covered benefits, nor for any action or failure to act of any benefits provider or other person providing you with any covered benefits. You should be able to bring a claim directly against such benefits provider or other person.
11.2	Your statutory rights are not affected.
12	Fraudulent Claims
12.1	In this clause 12, where we refer to ‘ you ’ or ‘ you the policyholder ’ this includes anyone acting on your behalf, where we refer to ‘ dependant ’ this includes anyone acting on behalf of any dependant .
12.2	You the policyholder and any dependant must: <ul style="list-style-type: none"> not make a fraudulent or exaggerated or falsely stated claim under this policy; not send us fake or forged documents or other false evidence, or make a false statement in support of a claim; and/or provide us with information which you the policyholder or any dependant knows would otherwise enable us to refuse to pay a claim under this policy.
12.3	In the event of failure to comply with clause 12.2 above, we reserve the right to: <ul style="list-style-type: none"> refuse to pay the whole of the claim; and/or recover any payments we have already made in respect of the claim. <p>In addition, if you the policyholder breach clause 12.2 then we reserve the right to notify you the policyholder that this policy has terminated from the date of the breach of clause 12.2, and not refund any premium for the policy.</p> <p>If only a particular dependant has breached clause 12.2 then we reserve the right to notify you the policyholder that the cover under this policy for that particular dependant has terminated from the date of the breach of clause 12.2 above, and not refund any premium for that cover under the policy.</p>
13	Misrepresentation
13.1	In this clause 13, where we refer to ‘ you ’ or ‘ you the policyholder ’ this includes anyone acting on your behalf, where we refer to any ‘ dependant ’ this includes anyone acting on behalf of any dependant .
13.2	You the policyholder and any dependant must take reasonable care to make sure that all facts and information that you provide to us are accurate and complete at the time you take out this policy and at each renewal , extension and variation of this policy . You must tell us if any of the answers to the questions in the application form change prior to this policy starting.
	Please note that you the policyholder must exercise reasonable care when you (or anyone acting on your behalf) provide us with information about the dependants .
13.3	If you the policyholder or any dependant : <ul style="list-style-type: none"> deliberately or recklessly give us inaccurate or incomplete information; and/or do not take reasonable care to give us accurate and complete information (for example if you inadvertently or carelessly answer a question incorrectly) in circumstances where we would not have issued, renewed, extended or varied this policy to you at all, had we known about such information, we reserve the right to exercise our rights set out in clause 13.4 below.

No.	CLAUSE
13.4	Where clause 13.3 above applies: <ul style="list-style-type: none"> where it is you the policyholder who has failed to comply with clause 13.3 above, we reserve the right to avoid this policy. This means that we will treat it as if it had not existed from the start date, renewal date or the date that any changes were made to the policy, as the case may be; or where it is only a dependant who has failed to comply with clause 13.3 above, we reserve the right to avoid that part of this policy which applies to the dependant. This means that we will treat it as if the dependant was not covered by this policy from the start date, renewal date or the date that any changes were made to the policy, as the case may be.
13.5	Where you the policyholder has failed to exercise reasonable care in providing us with information, but clause 13.3 does not apply, and we would have provided insurance cover on different terms had you provided us with accurate and complete information, then: <ul style="list-style-type: none"> we reserve the right to treat this policy as if it had contained such terms (other than terms relating to your premium). In those circumstances, we will only pay a claim if the claim would have been covered by a policy containing the different terms that we would have applied; and we reserve the right to reduce the amount payable on any claim if we would have charged you a higher premium. In those circumstances the claim will be reduced proportionally, based on the amount of premium that we would have charged. For example, we will only pay half of the claim, if we would have charged double the premium.
13.6	Where only a dependant has failed to exercise reasonable care in providing us with information, but clause 13.3 does not apply, and we would have provided insurance cover on different terms had the dependant provided us with accurate and complete information, then: <ul style="list-style-type: none"> we reserve the right to treat this policy as if it had contained such terms (other than terms relating to your premium). In such circumstances, we will only pay a claim if the claim would have been covered by a policy containing the different terms that we would have applied; and we reserve the right to reduce the amount payable on any claim for covered benefits received by that dependant if we would have charged a higher premium for cover for that dependant. In those circumstances, the claim will be reduced proportionally, based on the amount of premium that we would have charged. For example, we will only pay half of the claim, if we would have charged double the premium.
14	Data Processing Notice
	Bupa Global takes the confidentiality of your personal health information seriously.
	Bupa Global sometimes uses third parties to process data on our behalf. Such processing, which may be undertaken outside your jurisdiction in countries which do not provide the same protection as your own, will always be subject to contractual restrictions with regard to confidentiality and security obligations.
	If you transfer to another Bupa plan or a plan offered by one of our partners, we may share your medical, claims and policy history with the new insurer.
	We may share the dependant's information with the policyholder including covered benefits received, claims paid, amount of deductible used and, if relevant, any medical history which impacts on the provision of covered benefits.
	In your application form and in any claim form we will give you more detailed information on how we process your personal data and we will ask you for your consent to process your personal data and the personal data of any dependants in this way. For further information please see the Bupa Global privacy policy at www.bupa.com.hk/eng/individuals.aspx

No.	CLAUSE
15	Complaints
15.1	<p>If you have a concern or complaint about this policy you can call the Bupa Global customer helpline on +45 70 23 00 42. Alternatively, you can email or write to the team via:</p> <p>Complaints-Global@ihi.com; or</p> <p>Bupa ihi, Palægade 8, DK-1261 Copenhagen K, Denmark.</p> <p>You can also use these contact details to request a full copy of our complaints procedure.</p> <p>If we have not been able to resolve the problem and you wish to take the complaint further, please contact us using the following contact details:</p> <p>Bupa (Asia) Limited, 18/F Berkshire House, 25 Westlands Road, Quarry Bay, Hong Kong</p> <p>Tel: +852 2529 2723</p> <p>Email: hongkong@ihi.com</p>
15.2	<p>It's very rare that we can't settle a complaint, but if this does happen, you may be able to refer your complaint to the Insurance Claims Complaints Bureau. You can:</p> <ul style="list-style-type: none"> ○ write to them at: The Insurance Claims Complaints Bureau, 29/F, Sunshine Plaza, 353 Lockhart Road, Wanchai, Hong Kong; ○ call them on: 2520 1868; ○ email at iccb@iccb.org.hk; and/or ○ find details at their website: www.iccb.org.hk
16	The law of this policy and where you can bring court action
16.1	<p>This policy is governed by Hong Kong law. Any disputes or differences arising out of or in connection with this policy shall be referred to and determined by arbitration at the Hong Kong International Arbitration Centre and in accordance with the Hong Kong International Arbitration Centre Administered Arbitration rules in force when the notice of arbitration is submitted. Any dispute that cannot otherwise be resolved may be dealt with by courts in Hong Kong, and in such instance, we and you submit to the exclusive jurisdiction of the Courts in Hong Kong.</p>
16.2	<p>If any dispute arises as to the interpretation of this policy as between different language versions, then the English version shall be deemed to be conclusive and take precedence over any other versions.</p> <p>Please note that although we may provide this document in other languages for your convenience only, future correspondence relating to this policy may be serviced in English.</p>