

# General Conditions

Bupa Business Travel



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### Contents

<b>Art.1.</b>	Acceptance of the Insurance.....	3
<b>Art.2.</b>	Effective Date .....	3
<b>Art.3.</b>	Who is covered by the Insurance?.....	3
<b>Art.4.</b>	Where is coverage provided?.....	4
<b>Art.5.</b>	What is covered by the Insurance? .....	4
<b>Art.6.</b>	Medical expenses.....	4
<b>Art.7.</b>	Medical evacuation/repatriation .....	5
<b>Art.8.</b>	Mugging and assault.....	6
<b>Art.9.</b>	Compassionate Emergency Repatriation .....	6
<b>Art.10.</b>	Return trip to destination abroad .....	7
<b>Art.11.</b>	Accompaniment and compassionate emergency visit.....	7
<b>Art.12.</b>	Replacement employee.....	7
<b>Art.13.</b>	Evacuation .....	8
<b>Art.14.</b>	Abduction .....	8
<b>Art.15.</b>	Personal Accident .....	8
<b>Art.16.</b>	Baggage and Deductible for car insurance.....	9
<b>Art.17.</b>	Delayed baggage .....	11
<b>Art.18.</b>	Personal liability.....	11
<b>Art.19.</b>	Damage to rented holiday home .....	12
<b>Art.20.</b>	Travel delay.....	12
<b>Art.21.</b>	Missed flight connection .....	13
<b>Art.22.</b>	Hospital daily benefit.....	13
<b>Art.23.</b>	Legal assistance.....	13
<b>Art.24.</b>	Trip Cancellation Option.....	14
<b>Art.25.</b>	Exclusions and General Limitations.....	15
<b>Art.26.</b>	How to report a claim?.....	16
<b>Art.27.</b>	Coverage by third parties .....	17
<b>Art.28.</b>	Payment of premium .....	18
<b>Art.29.</b>	Necessary information for the Insurer .....	18
<b>Art.30.</b>	Assignment, renewal, discrepancies, termination, and expiration .....	18
<b>Art.31.</b>	Data Protection and Privacy Notice.....	19
<b>Art.32.</b>	Claims, complains and arbitration.....	29
<b>Art.33.</b>	Definitions .....	30

## Art. 1 Acceptance of the Insurance

- 1.1. Bupa Insurance Company, hereinafter referred to as the Insurer, shall decide whether the Insurance can be accepted. For the Insurance to be accepted and the Insurer to become liable, the application must be approved by the Insurer. The Insurer may offer the insurance under special conditions, which refers to the change in any agreement that modifies the stipulations in this General Condition. If the Insurer decides to provide the insurance on special terms, the policyholder will receive an insurance policy in which these terms are stated.
- 1.2. The Insurance can only be subscribed for a period of 12 (twelve) months. The minimum number of travel days per policy is 200 (two hundred). At the date of the policy's renewal, it shall be renewed for a minimum period of 200 (two hundred) days, regardless of the number of travel days that have been transferred from the previous insurance term.
- 1.3. The maximum duration of each trip per person is 12 months, including all extensions to this trip, within the policy term.
- 1.4. The Medical Coverage must be taken out before any other options can be added.
- 1.5. The Insurer reserves the right not to issue a policy or to underwrite the travel coverage if the obligations of the Insurer or any of its affiliates are prohibited by the laws of the United Kingdom, the European Union, the United States of America, or international laws applicable to the matter, or if issuing such policy violates in any way the pertinent laws of the Insurer or any of its affiliates.

## Art. 2 Effective Date

- 2.1. The Insurance shall be valid if the premium has been paid prior to the effective date, when the Insurer has received the payment or funds from the banking entity used by the insured in the purchase process. The Insurer has the right to request the Insured for documentation that supports the payment of the premium. The Insurer will issue the respective documents to the policy and respective notices. The Insurance shall be effective in the period stated in the policy schedule.
- 2.2. The right to compensation shall take effect when the insured leaves his/her country of permanent residence and shall cease upon his/her return to the country of permanent residence, except in the cases expressly provided for in this policy.
  - a. If the Insurance is taken out after the Insured has left the country of permanent residence, the coverage under the Insurance is not effective until 3 (three) days after payment day.
  - b. Any expenses arising from events that have occurred within the 3 (three) day waiting period are not covered.
  - c. However, in the event of a severe injury related to an accident, the right to compensation shall take effect immediately with the effective date of the Insurance.

The 3 (three) day waiting period applies to both the Medical Coverage and Non-Medical Coverage if the subscription is made after the Insured has left the country of permanent residence. The above does not apply to Trip Cancellation, which shall not be effective once the insurer has departed from the country of permanent residence. (See also art. 24).

- 2.3. The Insurance travel period may be extended per agreement with the Insurer. However, any illness or injury that has occurred, shown symptoms, or has been diagnosed in the Insurance's previous travel period(s) shall not be covered in the extended travel period unless the extension was made before the illness or injury occurred or had shown symptoms.
- 2.4. The Insurer must be notified of the travel dates of the insured before each trip.

## Art. 3 Who is covered by the Insurance?

- 3.1. The insurance shall only be taken out by one company (Policyholder) and will cover their employees (the insured) who travel on behalf of the company. The insurance may be extended and include:
  - 1). Executives, spouses, accompanying children, and guests traveling in the interest of the Insurer.
  - 2). Business trips and leisure travel combined; or
  - 3). Leisure trips

Such coverage's extension must have been accepted by the Insurer and shall be indicated in the policy.

- 3.2.** The insurance will not cover any insured person who has reached 80 years of age at the travel time.
- 3.3.** Eligibility: This policy shall be only issued to residents of Latin America and the Caribbean who are at least eighteen (18) years old (except for eligible dependents) up to the maximum ages indicated in Article 3 (3.2). This policy is not available to, nor can it be issued to persons permanently residing in the United States of America.

Notwithstanding the aforementioned, the insurer reserves the right to evaluate the Policyholder's eligibility in case of a change in the country of residence or nationality. Contact the Insurer or your agent for further information related to your individual case.

Eligible dependents under this policy are those who have been identified on the Travel Insurance application and for whom coverage is provided under the policy. Eligible dependents include the policyholder's spouse or domestic partner, biological children, legally adopted children, stepchildren, and children to whom the policyholder has been appointed legal guardian by a court of competent jurisdiction, under the age of eighteen (18).

- 3.4.** The Policyholder may at any time include any eligible Insureds as long as the policy is in force, and all the terms described in this policy shall be applicable.

## Art. 4

### Where is coverage provided?

- 4.1.** The Insurance shall provide worldwide coverage (except as provided in Art. 25.1-31).
- 4.2.** The Insurance does not provide coverage within the Insured's country of permanent residence. This also applies even if the illness/injury has occurred abroad.

## Art. 5

### What is covered by the Insurance?

#### Medical Coverage

- 5.1.** The Insurance shall cover expenses incurred by the insured in the Insurance period in accordance with the applicable list of benefits included in the Table of Benefits.
- 5.2.** Accompanying children under the age of 18 who are covered by the Insurance shall be entitled to compensation for reasonable travel expenses if the parents or all travel companions are medically evacuated, repatriated, or are accompanying another Insured in connection with a transport covered by the Insurance.
- 5.3.** All currency values stated in this policy are in U.S dollars (US\$), legal currency of the United States of America and are computed according to the exchange rate of the date of service and they are paid in US\$ (legal tender of the United States of America).

## Art. 6

### Medical expenses

- 6.1.** The Insurance shall cover the medical expenses incurred by the Insured in case of acute illness and injury. Coverage shall cease when acute and immediate medical treatment is no longer required. In case of disagreement with the treating doctor, the decision of the Insurer's medical consultant shall prevail.
- 6.2.** Treatment by authorized physicians and specialists, prescribed hospitalization, prescribed medicines, and local transport to and from the place of treatment shall be compensated in accordance with the Table of Benefits.
- 6.3.** Physiotherapy and osteopathy treatment and chiropractic and acupuncture treatment, prescribed by an authorized physician, shall be covered in accordance with the Table of Benefits.
- 6.4.** Provisional pain-relieving dental treatment in case of an injury or infection, a lost filling, or a broken tooth during the trip that requires immediate treatment by authorized dentists and prescribed medicines in connection herewith shall be compensated within a maximum limit in accordance with the Table of Benefits.
- 6.5.** The Insurance shall cover expenses for medical assistance in case of any sudden and unforeseen illness and/or complication in connection with maternity until and including the 8th month (36th week) of pregnancy. However, only until and including the 4th month (18th week) of pregnancy when the pregnancy results from fertility treatment and/or the Insured is expecting more than one child. (Cf. also Art. 25.1 7).

- 6.6.** The Insurance shall not cover expenses for treatment of pre-existing, chronic, or recurrent illnesses and disorders if the Insured:
- 1).** has been hospitalized within six months prior to commencement of the trip and/or prior to the effective date of the policy; or if the Insurance has been purchased after commencement of the trip, prior to the expiration of the waiting period,
  - 2).** has been treated by a physician (routine check-ups excepted) within six months prior to commencement of the trip and/or start of the insurance period; or if the Insurance has been purchased after commencement of the trip, prior to the expiration of the waiting period,
  - 3).** has had a change of medication within six months prior to commencement of the trip and/or start of the insurance period; or if the Insurance has been purchased after commencement of the trip, prior to the expiration of the waiting period,
  - 4).** has not received medical treatment, has refused or given up treatment, even though the Insured knows that the illness/disorder ought to be treated, or has deteriorated,
  - 5).** has reached a state where any attempt of further treatment has been abandoned or has been refused,
  - 6).** is waiting to receive treatment, or has been referred to another place of treatment,
  - 7).** has omitted to go to pre-arranged controls.

The Insurance does not cover expenses for control, treatment, and medicines in connection with stabilization and regulation of a pre-existing, chronic or recurrent illness/disorder. The Insurance does not cover a need for treatment that was expected before departure or if the Insurance has been purchased after the commencement of the trip before the expiration of the waiting period.

- 6.7.** Physicians, specialists, dentists, etc. performing the treatment must have a professional certificate, authorization, license, or permit in force and issued by the competent authority in accordance with the regulations in the country of practice and must be recognized by Bupa (an updated list of recognized medical providers can be downloaded here: [Provider Search - Home \(aetna.com\)](https://www.bupaglobal.com/en/facilities/finder)) and the rest of the world: [www.bupaglobal.com/en/facilities/finder](https://www.bupaglobal.com/en/facilities/finder)).

Furthermore, the method must be approved by the public health authorities in the country where the treatment takes place. Treatment methods that have not yet been approved by the public health authorities but that are under scientific research, will only be covered if approved in advance by the Insurer's medical consultants.

- 6.8.** The Insurer has the right to demand that the Insured be repatriated to the country of permanent residence if the Company's medical consultant and the treating physician agree that the Insured is medically fit to be transferred to his/her country of permanent residence. In case of disagreement, the decision of the Insurer's medical consultant shall prevail. If the Insured chooses not to be repatriated to his country of permanent residence, the coverage will cease immediately.

## Art. 7

### Medical evacuation/repatriation

- 7.1.** Compensation shall be paid for reasonable additional expenses incurred for the Insured's medical evacuation/repatriation in the event of a severe acute illness (except as provided in Art. 6.6), serious injury, or death.
- 7.2.** The Insurance shall provide coverage subject to the treating physician and the Insurer's medical consultant agreeing on the necessity of transferring the Insured and agreeing on whether the Insured should be transferred to his/her country of permanent residence or another place of treatment. In case of disagreement, the decision of the Insurer's medical consultant shall prevail.
- 7.3.** The Insurer cannot be held liable for expenses for a medical evacuation/repatriation that has not been pre-approved and coordinated by the Insurer.
- 7.4.** Only one-way transport is covered in connection with one illness or injury or cause of death.
- 7.5.** In the event of the insured's death, expenses for transportation home of the deceased and statutory arrangements such as embalming and a zinc coffin shall be reimbursed. The next of kin have the following options:
- 1).** cremation of the deceased and home transportation of the urn or,
  - 2).** home transportation of the deceased.

The insurance covers reasonable additional expenses for carriage of the insured's baggage up to a maximum limit stipulated in the Table on Benefits if the baggage is sent separately in connection with an evacuation or repatriation.

The repatriation expenses of two of the summoned relatives or travel companions of the deceased will be reimbursed. The Insurer will compensate, at most, reasonable additional travel expenses

equivalent to the price of an economy class flight ticket. Travel expenses must be previously approved by the Insurer.

- 7.6.** If the Insured is unable to continue the trip due to an acute illness or injury covered by the Insurance, when approved by the Insurer prior to the change of travel itinerary, additional and reasonable expenses for accommodation, food, local transportation as well as an economy class ticket shall be covered until the Insured is able to travel again to continue the planned trip. The decision of the Insurer's medical consultant shall prevail as to when the Insured is again fit to travel.

Coverage for accommodation (overnight stay), meals, and local transportation is limited to the limit stipulated in the Table of Benefits,

The Insurance covers reasonable additional expenses for carriage of the insured's baggage up to a maximum amount as indicated in the Table of Benefits if the baggage is sent separately in connection with an evacuation or repatriation.

- 7.7.** The Insurer cannot be held liable for any delays or restrictions in connection with the transportation caused by weather conditions, mechanical problems, restrictions imposed by public authorities or by the pilot, or any other condition beyond the Insurer's control.

- 7.8.** The Insurance shall not cover any expenses in connection with pre-booked hotels/accommodation, tours, special events, and/or educational training.

## **Art. 8 Mugging and assault**

- 8.1.** The Insurance shall cover expenses for counselling by a psychologist abroad arising from an event of mugging or assault during the Insurance period, up to a maximum as stated in the Table of Benefits, per incident, if prescribed by the treating physician abroad.

- 8.2.** If the treating physician and the Insurer's medical consultant agree on the necessity of repatriating the Insured due to an acute severe injury or psychological trauma, the insurance shall cover reasonable additional traveling expenses equivalent to the cost of an airplane ticket in economy class, as a maximum.

A copy of the police report must be submitted to the Insurer together with the claim form.

## **Art. 9 Compassionate Emergency Repatriation**

- 9.1.** The insurance shall cover transportation expenses in the event that the Insured has to terminate the stay abroad prematurely because a close relative has to be hospitalized in the Insured's country of permanent residence, or dies as a result of a serious acute illness or injury occurring after the insured's travel departure.

In case of doubt, the decision taken by the Insurer's consulting physician shall prevail. In case of death, a death certificate must be submitted to the Insurer.

- 9.2.** Only one-way transport service is covered in connection with each illness, injury, or in case of death.

- 9.3.** No compensation shall be paid if the injured in question is a fellow traveler who has already been repatriated.

- 9.4.** Repatriation shall only be covered if the arrival time is at least 12 hours earlier than the Insured's originally planned time of arrival.

- 9.5.** Compensation shall be paid for reasonable additional traveling expenses equivalent to the cost of an airplane ticket in economy class, as a maximum.

- 9.6.** The Insured has the right to take one fellow traveler to accompany him/her on emergency repatriation. Compensation includes additional traveling expenses equivalent to the cost of an airplane ticket in economy class, as a maximum.

- 9.7.** If the Insured does not have a permanent residence in the same country as the fellow-traveler that is accompanying him/her, the Insurance shall cover reasonable additional transport expenses in connection with repatriation corresponding to the expenses of transportation to the Insured's country of permanent residence.

- 9.8.** The Insurance shall not cover any expenses in connection with pre-booked hotels/ accommodations, tours, special events, and/or courses.

**Art. 10****Return trip to destination abroad**

- 10.1.** The Insurance shall cover a return trip to the destination abroad if the Insured has been medically evacuated/repatriated due to an illness or injury or if the Insured has used the Compassionate Emergency Repatriation coverage.
- 10.2.** The incident causing the return trip must be covered by the Insurance, and the Insurance must still be valid at the time of the return trip.
- 10.3.** The return trip must be made at the latest four weeks after the medical evacuation/repatriation or the compassionate emergency repatriation.
- 10.4.** The Insurer shall compensate travel expenses equivalent to the cost of an airplane ticket in economy class. The destination for the return trip must always be the destination where the Insured would have been according with the original travel plan at the time of the return trip.

**Art. 11****Accompaniment and compassionate emergency visit**

- 11.1.** The Insurance shall cover an accompaniment and/or compassionate emergency visit in the event of a serious acute illness, serious injury, death, and/or medical evacuation/repatriation of the insured. As a condition of coverage to be effective in the event of a compassionate emergency visit, it is required that the insurer's medical consultant and the treating physician must agree that the duration of the hospital stay will be a minimum of five days and nights or that the condition of the Insured is life-threatening.

In case of disagreement, the decision of the Insurer's medical consultant shall prevail.

The compassionate emergency visit coverage is only eligible during the Insured's hospitalization.

- 11.2.** The Insured is entitled to a maximum of two persons accompanying him/her. The accompanying persons, maximum two, may either be fellow travelers or relatives who are summoned from the Insured's country of permanent residence to accompany the Insured.
- 11.3.** The Insurer shall compensate additional travel expenses equivalent to the cost of an airplane ticket in economy class per summoned person. Furthermore, compensation shall be made for a maximum stated in accordance with the Table of Benefits for each summoned person or fellow traveler for reasonable additional expenses in connection with accommodation (overnight stay), meals, and local transportation.
- 11.4.** The Insurance shall only cover one compassionate emergency visit in connection with one Insured event.

**Art. 12****Replacement employee**

- 12.1.** If the policyholder has chosen the Non-Medical Services Option, compensation shall be paid by the insurance if the insured is unable to carry out the purpose of the trip as a result of one or more of the following events:
  - 1).** if the insured is hospitalized or the responsible physician has prescribed bed rest for at least four consecutive days due to an insurance-covered acute illness or injury, or
  - 2).** the insured is evacuated due to an insurance-covered disease/injury, or
  - 3).** the insured interrupts their pre-arranged travel itinerary to return home due to insurance-covered repatriation, or
  - 4).** The insured accompanies as a relative a co-insured travel companion due to an illness/injury covered by the insurance,
  - 5).** the insured dies.

**12.2.** Additional expenses covered

Additional expenses for the replacement employee's one-time round-trip airline ticket (max. business class), hotel accommodation (overnight stay), meals, and local transportation are covered in accordance with the Table of Benefits.

Insurance covers a maximum of one substitute employee per covered incident.

## Art. 13 Evacuation

- 13.1.** The Insurance shall provide coverage in case of:
- 1).** declared epidemics in the region where the Insured is staying, if the authorities recommend evacuation, and if the situation has arisen after the Insured has entered the region,
  - 2).** war, invasion, acts of a foreign enemy, hostilities (whether war has been declared or not), civil war, terrorist acts, rebellion, revolution, insurrection, civil commotion, military or usurped power, martial law, riots, or the acts of any lawfully constituted authority, or army, naval, or air services operations (whether war has been declared or not) in the region where the insured is staying, if the authorities recommend evacuation, and if such a situation has arisen after the insured began travel to the region,
  - 3).** natural disasters provided that the authorities recommend evacuation and provided that the situation arose after the insured traveled to the area.
- 13.2.** The insurance shall cover additional transportation expenses to the nearest safe destination, or the insured's country of residence, up to a maximum amount per day for documented additional accommodation expenses, in accordance with the Table of Benefits .
- 13.3.** If the Insured is detained by the authorities in a country due to war or impending war, the Insurance shall provide coverage for up to three months for reasonable and documented extra expenses for accommodations and meals, plus the costs of necessary domestic transportation.
- 13.4.** The Insurer cannot be held liable for the extent to which transportation can be carried out but will cooperate with the authorities in such cases where assistance is necessary.
- 13.5.** The Insurance shall not cover any expenses in connection with pre-booked hotels/accommodation, tours, special events, and/or educational trainings.

## Art. 14 Abduction

- 14.1.** If the policyholder has chosen the Non-Medical Services Option, compensation shall be paid by the insurance if the insured is involved in an abduction incident.
- 14.2.** The insurance will compensate the insured with the amount in accordance with the Table of Benefits for every 24 hours that the insured is abducted. The insurance amount ascends to a maximum of the quantity established in the Table of Benefits, per insured, per trip.
- 14.3.** The Insurer requires an original police report or certificate from the Ministry of Foreign Affairs, the embassy, or a similar institution as proof of the abduction.
- 14.4.** Coverage Exclusions
- 14.4.1.** In case of abduction, the insurer will not be responsible for any expenses related to the ransom's payment or establishing contact or communication mechanism with the abductor.

## Art. 15 Personal Accident

- 15.1.** If the policyholder has chosen the Non-Medical Option, compensation shall be paid by the Insurance in the event of an accident that directly, and without the influence of any illness, causes the Insured's death or results in loss of a limb, loss of sight, loss of an extremity, or permanent total disablement. The death, injury or disablement must be the result of a direct cause and not influenced by any disease in order for the Insurance to cover a personal accident.

The Insurer's liability as a result of any one incident shall never exceed the total amount for the Insured, in accordance with the Table of Benefits, who have purchased the trip either jointly or in order to travel together with the policyholder whether the claim relates to one or more insurance policies.

- 15.1.1.** An accident is defined as follows:  
A fortuitous event occurring without the Insured's intention which has a sudden, external and violent impact on the body, resulting in demonstrable bodily injury.
- 15.2.** Exclusions to coverage:  
The Insurer shall not be liable to pay reimbursement for expenses which concern, are due to or are incurred as a result of:



- 1). Any pre-existing disease or medical condition manifested, even if the illness or condition arose from the accident or has been aggravated by it;
  - 2). any accident caused by illness;
  - 3). any condition aggravated by an accident caused by a pre-existing condition or an unforeseen illness subsequently contracted;
  - 4). any consequence of medical treatment, which is not necessary, of an accident included in the insurance coverage;
  - 5). if the insured is under the age of 18, compensation in the event of death will be limited to the amount set in accordance with the Table of Benefits;
  - 6). if the insured is over 75 years of age, compensation in case of death or disability shall be limited to 50% of the sum insured.
- 15.3.** Compensation, in the event of death, will be paid in 100% of the sum insured when an accident directly results in death within a term of one year after the accident. Unless the Insurer has received written instructions to the contrary, the sum insured shall be paid to the Insured's legal beneficiary. If compensation, in the case of disability, has been paid as a result of the accident, the amount of compensation payable shall be the amount in excess of the payment already paid.
- 15.4.** Compensation, in the event of loss of a limb, loss of sight, loss of limbs, or permanent and total disability, shall be paid insofar as the damage results in the disability of the insured within the first year after the accident.
- 1). The loss of a limb has to be lost by separation or total and irreversible loss of the handling of a hand from or above the wrist or of a foot from or above the ankle. The compensation will be 50% of the sum insured.
  - 2). The loss of vision involves the loss of one or both eyes, certified as total and irreversible by a qualified physician, specialized in optics, and approved by the Insurer. In the case of loss of vision of only one eye, the compensation paid shall be 25% of the sum insured. In the case of vision loss in both eyes, the compensation will be 50%.
  - 3). Loss of a limb implies, on the other hand, the permanent and physical separation, or total and irreversible, of the handling of a finger, or part of it, of an ear, the nose or part of it, or a genital organ or part of it. The compensation will be 10% of the sum insured per extremity.
  - 4). Permanent and total disability is understood as one by which the insured is not able to continue with his normal business or occupation, in all its aspects, for a period of 12 calendar months, and at the end of this period shall be certified by two qualified physicians, approved by the Insurer as a desperate condition, and without improvement. If the insured has no business or occupation, the disability shall have to immobilize him so that he is confined to his residence, where the insured is not able to follow his normal chores. The compensation shall be 100% of the sum insured.
- 15.5.** The insured shall have to remain under medical treatment and abide by the physician's instructions.
- 15.6.** The Insurer has the right to obtain information from any doctor who is treating or has treated the insured, as well as to submit the insured to treatment by a doctor chosen by the Insurer, and in case of death, to demand an autopsy.

## Art. 16

### Baggage and Deductible for car insurance

- 16.1.** If the policyholder has subscribed to the Non-Medical Services Option, the Insurer shall compensate the insured for the following items belonging to the insured during his/her travel outside his/her country of permanent residence: baggage, electronic devices, cash, tickets, credit cards, driver's license, securities and passports, for which he/she must present receipts for the purchase of the item.

Baggage of any nature intended for commercial use, including samples and inventories of the insured, are not part of the coverage. Bicycles, sports equipment, and accessories for this purpose shall not be included.

The compensation of any individual object may never exceed 50% of the insurance sum. The maximum reimbursement for photographic equipment and jewelry shall not exceed 25% of the insurance sum in accordance with the Table of Benefits. In the case of claiming for both concepts, the total sum shall not exceed 25% of the insurance sum reflected in the Table of Benefits.

In case of robbery, you must submit the report to the appropriate authority and submit a copy of this report for the reimbursement process.

The insurance sum equates to the maximum compensation per claim, according to the Table of benefits.

- 16.2.** Exclusions to Baggage coverage. There is no coverage for the following acts:
- a. Theft from the passenger compartment of a motor vehicle (including electric or similar) or a boat, both locked
  - b. Forgotten, lost, or mislaid luggage
  - c. Theft of baggage left without effective supervision
  - d. Theft of a motor vehicle (including electric or similar), a caravan or trailer, a hotel room, or a dwelling abroad which do not show visible signs of forced entry
  - e. Damage to baggage caused by food, bottles, glass, etc., packed in the insured's own baggage
  - f. Monetary loss related to the use without the consent of the insured of their credit card, traveler's checks, or any credit title, product of theft or external fraud
  - g. Loss of luggage transported separately
  - h. Any indirect loss
  - i. Theft
  - j. Minor damage to the outside of baggage (e.g., scratches, stains, dents)
  - k. Electronic items in checked baggage
- 16.3.** Compensation for damaged objects or objects of value of the insured shall be calculated according to the following principles:
- 1). The Insurance shall cover the replacement cost of comparable new items if the covered items are documented and are less than two years old (proof must be provided). However, clothes must be documented as less than one year old.
  - 2). for items older than two years, or acquired second-hand, or damaged, for compensation, the cost will be fixed as in accordance with the Table of Benefits;
  - 3). The Insurer may choose to have damaged items repaired or pay an amount corresponding to the repair costs.
  - 4). The insurance will cover the cost of replacement tickets, credit cards, driver's licenses, securities, and passports. Costs include necessary transportation expenses, surcharges, photos, etc., but no compensation for the time used to replace those articles, excluding any legal advice.
- 16.4.** The Insurer shall only be liable to pay compensation if the baggage is handled and stored safely and if the Insured exercises due care. Not exercising due care means, for example:
- leaving baggage unsupervised in a public place to which the public has access
  - leaving baggage in any place where it can be taken without the insured's knowledge
  - leaving baggage at such a distance that the insured is unable to prevent it from being taken
  - leaving your baggage with a person you have not previously met
- 16.5.** Any theft or robbery must be reported to the nearest police authority.
- If, in exceptional circumstances; it is not possible to notify the relevant local authority, for instance, due to imminent departure. The Insurer must be notified as soon as possible following the Insured's return home.
- If baggage is lost or damaged while travelling, the Insured must promptly notify the relevant travel carrier who was in possession of the baggage at the time of the loss or damage.
- A copy of the police or carrier report must be submitted to the Insurer together with the claim form, and the period of 1 (one) month must have elapsed since the loss.
- 16.6.** Deductible for car insurance.
- The insurance shall cover the rental car insurance deductible if a) the rental car is stolen or damaged and this incident is covered on the Insured's rental car Insurance, or b). due to theft or an accident in which the insured is involved, and the insured is certified as medically unfit to drive; this incident is covered on the insured's rental car insurance and the insured incurs expenses to return the rental car.
- The maximum amount of compensation per incident / claim is stated in accordance with the Table of Benefits, per incident/ claim.
- 16.6.1.** The coverage is conditionally on the expenses not being due to the intentional action, gross negligence, or active involvement of the insured in any type of illegal acts. The insured's indemnity will be carried out as stipulated in the Table of Benefits. However, the claim lodged with the supplier of the insured's rental car or the insurer of the insured's rental vehicle must be resolved before the insured can file a claim with Bupa.

- 16.6.2.** The insured must have taken out the rental car insurance offered by the car rental company or agency, which must have all the licenses required by the competent authorities where the vehicle is collected. Likewise, the insured must have signed the rental agreement and all the documents required by the car rental entity.
- 16.6.3.** This Insurance does not cover the insured if the Insured uses the rental car without a proper license and/or in violation of the rental car agreement.

## Art. 17

### Delayed baggage

- 17.1.** If the policyholder has chosen the Non-Medical Option, the Insurance covers reasonable expenses for the purchase of essential items of clothing, toiletries, and essential medicine in cases where registered baggage is delayed for more than five hours after the time of arrival at the destination outside the country of permanent residence.
- 17.2.** Insurance coverage is conditioned upon the Insured:
- 1).** providing an original Property Irregularity Report from the carrier stating that the baggage did not arrive at the scheduled time and date and indicating the date and time of actual arrival,
  - 2).** having already made a replacement purchase before the baggage was returned to him/her,
  - 3).** providing documentation of the expenses in the form of dated receipts or vouchers.
- 17.3.** The Insurance does not cover:
- 1).** the rental or purchase of sports equipment,
  - 2).** indirect losses,
  - 3).** delays to an Insured's registered baggage when returning to their country of permanent residence.

## Art. 18

### Personal liability

- 18.1.** If the policyholder has chosen the Non-Medical Option, the insurance shall cover the following:
- 1).** legal liability for any bodily injury or property damage incurred by the Insured under the existing laws of the country in which such injury or damage occurs,
  - 2).** costs of settling the compensation, fees or costs of negotiation defrayed in agreement with the Insurer
- 18.2.** Exclusions to coverage
- The Insurer shall not be liable to pay reimbursement for expenses which concern, are due to, or are incurred as a result:
- 1).** contractual liability, including but not limited to damage to a rented holiday home/hotel and the contents of a rented home;
  - 2).** claims arising out of or inherent to the Insured's business, employment or work;
  - 3).** legal claims or any other legal action as a result of the breach of any contract or agreement that the Insured may have with a third party. This liability is more extensive than that incurred under the general statutory provisions on non-contractual;
  - 4).** loss of or damage to personal property which the Insured owns, has on loan or for storage or use, or which is in his/her care for transporting, processing, or treating purposes, or which is in his/her possession or care for any other reason;
  - 5).** loss or damage caused to any family members, friends, colleagues, or travel companions of the insured;
  - 6).** loss or damage caused to any family members, friends, colleagues, or travel companions of the insured;
  - 7).** claims arising as a consequence of the Insured having transmitted a disease to another person either by infectious contagion or in any other way;
  - 8).** loss or damage caused by the use of motor vehicles (including electric or similar), caravans or trailers, aircraft (including drones/unmanned aircraft and remotely piloted aircraft), and vessels (including its sail) measuring more than three meters, or motor vehicles (including electric or similar), caravans or trailers, aircraft or vessels (including its sail) measuring less than three meters in length but whose propulsion power exceeds three horse power;

- 9). legal liability for bodily injury or property damage caused by the Insured with intent or gross negligence;
- 10). demands, proceedings, claims procedures, or damages of any kind arising as a consequence related to the active participation of the insured in any type of illegal or prohibited activity.
- 11). This policy does not cover damage caused to archaeological sites and works of art such as paintings, or sculptures, whether on private property, rented housing, museums, or public spaces of cultural or commercial interest

**18.3.** The Insurance shall not cover fines or punitive charges.

**18.4.** The insurance sum stated on the insurance policy for property damage and bodily injury is the highest limit of the Insurer's liability for any individual Insurance event, even if it results in several losses or incidents of damage, even if several individuals can be held liable, and even if coverage is provided under one or more policies taken out with the Insurer.

**18.5.** The Insured cannot — with binding effect for the Insurer— admit liability for any loss, damage, or injury caused by him/her, without the prior written approval of the Insurer. Any agreement or admission of loss, injury, or damage carried out by the Insured without the prior written approval of the Insurer will have the immediate effect of voiding any coverage under the Policy.

## Art. 19

### Damage to rented holiday home

**19.1.** If the policyholder has chosen the Non-Medical Option, the Insurance shall cover damage caused by the Insured to a rented holiday home/hotel and the contents of a rented home up to a maximum amount in accordance with the Table of Benefits. However, the insurance shall not cover the conditions described in articles 18.2 2), 18.2 4), 18.2 8) -18.2 10).

## Art. 20

### Travel delay

**20.1.** If the Policyholder has chosen the Non-Medical Option, the insurance shall provide coverage:

- 1). in case of delay of more than five hours of a pre-booked transportation,
- 2). in case of cancellation of a pre-booked transportation,
- 3). in case of overbooking of a pre-booked transportation.

The Insured's responsibility is to cancel any pre-booked hotels/accommodation, tours and/ or special events, etc. The Insurer cannot be held liable for any expenses or no-show fees in connection with the above.

**20.2.** The Insurance shall provide compensation for documented, necessary, and reasonable additional expenses for accommodation (overnight stay), meals, and local transportation up to the limit described in accordance with the Table of Benefits, per day per Insured, up to an overall maximum per Insured, also stipulated in the Table of Benefits.

**20.3.** Coverage will only come into effect to the extent that the travel policy has been purchased before the carrier announces the delay and before the insured should have been aware of the delay/cancellation.

**20.4.** The Insurer shall not be liable to pay reimbursement for expenses which concern, are due to, or are incurred as a result of:

- 1). The Insured person(s) arriving late at the airport,
- 2). The person(s) Insured does not have the necessary visa, passport, and/or any other documentation required to travel to and from the destination country/countries,
- 3). The person(s) Insured declining an alternative service by a transportation provider (i.e., a train is canceled and replaced with busses),
- 4). The person(s) Insured purchasing alternative transportation.

**Art. 21****Missed flight connection**

**21.1.** The insurance will cover the insured if one of his flights, unexpectedly and unrelated to the insured, suffers a delay that causes the loss of its connection with another flight and subsequently has to reach its planned itinerary.

Compensation shall be paid for reasonable additional expenses for replacement flight ticket(s) or change fee(s) up to a maximum indicated in the Table of Benefits, per trip.

**21.2.** It is a condition for the ticket to be covered that the means of transportation has been booked and paid for at least 24 hours before departure and that the travel policy is purchased before the Insured should reasonably have known about the delay, which has caused the missed connecting flight.

**21.3.** Exclusions to coverage:

The Insurer shall not be liable to pay reimbursement for expenses in case:

- 1).** the Insured can claim the replacement flight ticket(s) or change fee(s) from somewhere else,
- 2).** the Insured cannot provide evidence of his/her receipts and a written confirmation of the delay from the flight operator,
- 3).** the late arrival is due to a connecting flight not having allowed for the official minimum transit time and at least a transit time of three hours,
- 4).** the Insured decline an alternative service by the transportation provider,
- 5).** the missed flight connection is due to the person(s) Insured not having the necessary visa, passport, and/or any other documentation required to travel to and from the destination country/countries,
- 6).** the Insured person(s) arriving late at the airport,
- 7).** the Insurance shall not cover any expenses in connection with pre-booked hotels/ accommodations, tours, special events, and/or courses.

**Art. 22****Hospital daily benefit**

**22.1.** If the policyholder has chosen the Non-Medical Option, the Insured will be entitled to receive a hospital cash benefit.

**22.2.** The hospital daily benefit must be preapproved by the Insurer and applies only when treatment is received as inpatient for an eligible medical condition which the Insurance covers.

**22.3.** The insurance shall compensate the insured with the amount equivalent to the amount established in the Table of Benefits for each 24-hour period in which he or she has to remain in hospital admission. The maximum insured sum corresponding to this benefit is indicated in the Table of Benefits, per Insured.

**Art. 23****Legal assistance**

**23.1.** The Insurance will cover legal assistance for problems of a legal nature resulting from a covered trip (except the provisions of art. 23.4). If during a trip, the Insured is accused - or charges are brought against him - as a result of a criminal act, a lawyer's necessary and reasonable Fees will be covered until his case is tried in a court of first instance.

Reimbursement shall be made once the trial has been completed and only if the insured is found not guilty or acquitted of such a criminal act. The statute of limitations for this benefit is 1 (one year) from the date of a judge's final ruling.

**23.2.** The Insurance shall cover the insured's travel expenses if the insured is summoned to appear as a witness or to be examined before a court of law outside the country of permanent residence.

**23.3.** The legal assistance coverage of the insurance will be subject to a Coinsurance of 10% of the total expenses, in accordance with the Table of Benefits.

**23.4.** Exclusions to coverage:

The Insurer shall not be liable to pay reimbursement for expenses which concern, are due to or are incurred as a result of:

- 1). legal matters between the Insured and the travel provider or agency that they have contracted, or the travel provider or organizer, and/or the organizer of excursions, tours, or other trips made during the covered trip.
- 2). legal issues regarding contracts, the Insured's business, employment or work,
- 3). legal issues relating to family law and the law of succession,
- 4). legal issues arising between the Insured and the Insurer,
- 5). cases not arising during the covered trip,
- 6). litigation regarding liability arising out of the use of motor vehicles, aircraft, or boats,
- 7). de facto compensation, fines, or punitive charges.
- 8). any travel to or service, including any medical service or treatment, in a jurisdiction that is subject to comprehensive sanctions imposed by the United States, including such sanctions administered by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC), or that are to, for, on behalf of, or for the benefit of any person (including any entity) subject to such sanctions; or that are to, for, on behalf of, or for the benefit of any person (including any entity) that is subject to similar sanctions imposed by any other governmental authority, including such sanctions imposed by the United Kingdom, the European Union and its Member States, and the United Nations, in each case except as authorized by the relevant governmental authority.

## Art. 24 Trip Cancellation Option

- 24.1.** If the policyholder has chosen the Trip Cancellation Option, the Insurance provides coverage if the Insured cannot travel because:
- 1). the Insured or a close relative dies or becomes seriously ill or injured, requiring hospitalization, or
  - 2). the Insured is declared medically unfit to travel, or
  - 3). because the authorities advise against all travel to the trip's destination and if the situation has arisen after the insured has purchased the insurance.

Coverage will only take effect to the extent that the illness, including its symptoms, injury, or death, occurs after the insured has booked and/or paid for the trip and purchased the insurance policy.

- 24.2.** The insurance will compensate the amount that the insured has paid for his trip, and that is not refundable in any way – either in case of cancellation and/or changes of itinerary – according to the conditions of the travel agency or the airline.

The amount reimbursed will be subject to the insured delivering proof – to the satisfaction of the Insurer – of the actual expenses incurred. The maximum amount to be reimbursed per insured and per trip is the amount in accordance with the Table of Benefits.

The insured is responsible for canceling previously booked hotels/accommodation, excursions and/or special events, etc. The Insurer shall not be liable for cancellation fees or charges in connection with the foregoing.

- 24.3.** The right to compensation will cease when the insured leaves his country of permanent residence to start his journey. The start of the journey is defined as the transfer – by the insured – of border control or his boarding on an aircraft, a vessel, or a train.

If an incident covered by insurance results in the cancellation of the trip, the expenses of canceling the trip of a single travel companion (also insured by insurance) will also be covered. If the insured travels in the company of his/her spouse and/or co-insured children, those family members will be covered by the insurance.

- 24.4.** Exclusion to coverage

The Insurer shall not be liable to pay reimbursement for expenses which concern, are due to, or are incurred as a result of:

- 1). if the illness, injury, or the cause of death, which results in the cancellation, has shown symptoms or was present when the trip was booked and/or paid for, and the need for treatment could therefore be expected before the commencement of the trip,
- 2). if the Insured has not received medical treatment, has refused or given up treatment, even though the insured should know that the illness/disorder ought to be treated, or has deteriorated,

- 3). if the canceled trip is a part-arrangement of the whole Insured trip,
  - 4). if the cancellation is due to a change in travel plans, change of mind, changed conditions at the destination, natural catastrophes, acts of terrorism or war, invasion, acts of a foreign enemy, hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection, civil commotion, military or usurped power, martial law, riots, or the acts of any lawfully constituted authority, or army, naval, or air services operations (whether war has been declared or not),
  - 5). if the claim has occurred directly or indirectly due to the Insured's intentional actions, gross negligence, or omissions unless it can be proved that the claim has no connection to it,
  - 6). The person(s) Insured not have the necessary visa, passport, and/or any other documentation required to travel to and from the destination country/countries.
- 24.5.** In case of a claim, the Insured must notify the travel agency/airline company immediately. The Insurance does not provide coverage if cancellation takes place later than the time of departure.

## Art. 25 Exclusions and General Limitations

- 25.1.** The Insurer shall not be liable to pay compensation for expenses which concern:
- 1). any illness, injury, bodily infirmity, or physical disability and consequences thereof which have come into existence, or shown symptoms, before each trip abroad (cf Art. 6.6),
  - 2). cosmetic surgery and treatment and consequences thereof unless medically prescribed and approved by the Insurer,
  - 3). recreational treatments,
  - 4). pre-existing diseases of the teeth and dental treatment which is not pain-relieving and provisional and can await the insured's arrival home,
  - 5). dentures, glasses, contact lenses, and hearing aids,
  - 6). venereal diseases, AIDS, AIDS-related diseases, and diseases relating to HIV antibodies (HIV positive). However, diseases relating to AIDS and HIV antibodies (HIV positive) are covered if proven to be caused by a blood transfusion received after the commencement of the policy. The HIV virus will also be covered if confirmed to be contracted as the result of an accident occurring during the course of only the following occupations: doctors, dentists, nurses, laboratory personnel, ancillary hospital workers, medical and dental assistants, ambulance personnel, midwives, fire brigade personnel, policemen/-women, and prison officers. The Insured shall notify the Company within one week after such accident and at the same time provide a negative HIV antibody test,
  - 7). medical assistance in connection with maternity after the 36th week of pregnancy and after the 4th month (18th week) of pregnancy when the pregnancy results from fertility treatment and/or the insured is expecting more than one child. Medical checkups are not covered in any case,
  - 8). induced abortion, which is not medically prescribed,
  - 9). the use of alcohol, hallucinogens, drugs, or medicines unless it can be documented that the illness or injury is unrelated thereto,
  - 10). intentional self-inflicted bodily injury, the insured's suicide or the Insured's suicide attempts,
  - 11). treatment by naturopaths, naturopathic medicines, and other alternative methods of treatment,
  - 12). treatment for sickness or injuries directly or indirectly caused while actively engaging in war, invasion, acts of a foreign enemy, hostilities (whether war has been declared or not), civil war, terrorist acts, rebellion, revolution, insurrection, civil commotion, military or usurped power, martial law, riots or the acts of any lawfully constituted authority, or army, naval or air service operations (whether war has been declared or not),
  - 13). nuclear reactions or radioactive fallout,
  - 14). treatment performed by an unrecognized physician or facility (see also Definitions),
  - 15). epidemics which have been placed under the direction of the public authorities,
  - 16). treatment by psychologists, unless prescribed by the treating physician in connection with emergency relief,

- 17). medical check-ups, vaccinations, and other preventative treatments,
  - 18). the insured resisting or failing to comply with the medical directions given by the Insurer's medical consultant and the treating physician
  - 19). the Insured resisting medical evacuation/repatriation (cf Art. 6.8),
  - 20). transportation which has not been pre-approved and coordinated by the Insurer:
  - 21). medical treatment and examinations which can await the Insured's arrival home,
  - 22). private room in hospital unless medically prescribed and approved by the Insurer,
  - 23). any treatment which is not necessary or which is not directly related to the diagnosis covered by the insurance,
  - 24). active participation in any motorsport show, motorsport race, or motorsport competition, including any training, as well as base jumping, paragliding, hang gliding, wingsuit flying, speed flying, mountaineering that requires specialized climbing equipment and outdoor climbing,
  - 25). any illness or injury resulting from active engagement in any illegal act,
  - 26). search and rescue services,
  - 27). expeditions, mountaineering, and trekking in Antarctica, the North Pole, and Greenland
  - 28). injury caused by gross negligence and/or with intent,
  - 29). Items seized by customs and/or by other authorities,
  - 30). drones and/or robotic items seized by authorities or stolen.
  - 31). This policy doesn't cover, and the Insurer will not pay or authorize any payment:
    - i. related to any travel to or service, including any medical service or treatment, in a jurisdiction that is subject to comprehensive sanctions imposed by the United States, including such sanctions administered by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC), or that are to, for, on behalf of, or for the benefit of any person (Including any entity) subject to such sanctions;
    - ii. or that are to, for, on behalf of, or for the benefit of any person (including any entity) that is subject to similar sanctions imposed by any other governmental authority, including such sanctions imposed by the United Kingdom, the European Union and its Member States, and the United Nations, in each case except as authorized by the relevant government authority.
  - 32). accidents that occur in the course of mining and extraction of both minerals and fuel;
  - 33). handling of explosives, hazardous materials and waste;
  - 34). participation in sporting events and high-risk activities, such as: motorsport, motocross, water activities, diving, skydiving, cyclists, professional athletes, non-professional athletes practicing dangerous activities;
  - 35). the professional practice of ship crews, ambulance services, armed forces, police or public or private security forces;
  - 36). the professional practice of trade unions and personnel assigned to political positions;
  - 37). the professional exercise of hazardous activities carried out in leisure industries, such as: circus, acrobatics; participation in hazardous activities while filming films or performing shows;
  - 38). terrorist attacks, abductions of persons linked to political or military groups;
  - 39). occupational diseases caused by inhalation, handling and use or manipulation of chemical, biological or physical substances, e.g. Asbestosis; Mesothelioma and other pathologies derived from the handling of fiberglass.
- 25.2. Expenses incurred during trips not notified to the Insurer prior to the date of departure of the insured's trip will not be covered by the insurance (in accordance with Art. 2.4).

## Art. 26

### How to report a claim?

- 26.1. The contracting company of the policy (employer) will be responsible for registering the insured and their travel companions in order to pay the claims according to the criteria defined in the terms and conditions.



Compensation shall be paid following the Insurer's approval of the expenses as being covered by the Insurance and after a fully completed claim form has been submitted to the Insurer together with the receipted and itemized bills and/or other relevant documentation such as medical information and flight tickets/travel documents.

If you are claiming for Delayed baggage (Art. 17), the Insurer requires the original Property Irregularity Report (P.I.R.) in order to complete the assessment of this claim type. The Insurer will scan submitted bills upon receipt. Any retrieval of the submitted bills is not possible.

The Insurer reserves the right at any time to require the provision of original bills from the Insured.

In no event shall the amount of compensation exceed the amount shown on the bill. If the Insured receives compensation from the Insurer in excess of the amount to which he/she is entitled, the Insured shall be under the obligation to repay the Insurer for the excess amount immediately.

- 26.2.** Compensation payments shall be limited to the usual, reasonable, and customary charges in the area or country in which treatment is provided.
- 26.3.** The Company must be notified immediately in case of death, hospitalization, emergency repatriation, medical evacuation/repatriation, or accompaniment, and such notification must include medical information about the illness/ injury. Notification should be made by telephone or through MyBupa or the channels provided by the Insurer who will reimburse all expenses related to this notification.
- 26.4.** The Insured must submit the claims and relevant documents to the Insurer within one hundred and eighty (180) calendar days following the date of the event that resulted in said claim. The Insurer reserves the right to request additional information from the Insured at any time. If the Insurer requests additional information, the Insured will have up to ninety (90) calendar days from the date of issuance of the explanation of benefits to submit such information. If the Insurer does not receive the requested information after this period, the claim request will be considered rejected.
- 26.5.** The Insurer will not authorize the payment of any medical service or treatment carried out in a country or for the benefit of a person sanctioned under the list of the Office of Foreign Assets Control (OFAC) of the government of the United States of America or any other international list of sanctions of a similar nature, including the United Kingdom and the United Nations.

## Art. 27

### Coverage by third parties

- 27.1.** Where there is coverage by another Insurance policy or healthcare plan, this must be disclosed to the Insurer when claiming reimbursement. The coverage under this Insurance shall be secondary to any other insurance policy or healthcare plan other than the present.
- 27.2.** In these circumstances, the Insurer will coordinate payments with other companies, and the Insurer will not be liable for more than its ratable proportion.
- 27.3.** If the claim has been covered in whole or in part by any scheme, program, or similar, funded by any Government, the Insurer, shall not be liable for the amount covered.
- 27.4.** The policyholder and any Insured person undertake to cooperate with the Insurer and notify the Insurer immediately of any claim or right of action against third parties.
- 27.5.** Furthermore, the policyholder and any insured person shall keep the Insurer fully informed and take any reasonable steps in making a claim against another party and to safeguard the interests of the Insured.
- 27.6.** In any event, the Insurer shall have the full right of subrogation. The policyholder of the Insurance undertakes to carry out whatever actions are required on their part to guarantee the right of subrogation contained in this article.

Subrogation and compensation: When a third party is responsible for any injury, illness, condition, or event related to the covered benefits of an Insured, the Insurer may manage the claim on behalf of said Insured.

The Insured must provide the Insurer with any help necessary for the Insurer to manage said claim, for example:

- provide documents or witness statements,
- sign necessary legal documents, and
- undergo a medical evaluation.

The Insurer may exercise its rights to manage a claim on behalf of the Insured before or after having made any payment related to the policy.

The Insured agrees that it will not take any action, accept any out-of-court settlement or do anything else that may negatively affect the rights of the Insurer to manage a claim on behalf of the Insured.

The Insured may not receive or benefit from a double payment for the same bill or for the same service covered by this Insurance and by another insurance or health, medical or travel benefit plan.

The Insured is obliged to inform the Insurer of the existence of other policies which also provide benefits similar to those covered by this policy.

## **Art. 28**

### **Payment of premium**

- 28.1.** Premiums, including renewal premiums, are determined by the Insurer and shall be payable in advance for the whole Insurance period before the effective date of the Insurance.
- 28.2.** The policyholder shall be responsible for the punctual payment of the premium to the Insurer.
- 28.3.** If the premium has not been paid before the insurance effective date and/or the renewed period, it shall not take effect, and the Insurer shall not be liable.
- 28.4.** A premium refund shall only be possible if the Insurer receives a written request no later than five (5) working days prior to the insurance effective date. Once the insurance effective date has passed, the premium will be considered fully accrued and shall not be refundable.

However, unused travel days can be transferred from one insurance period to the following insurance period. This only applies to unused travel days purchased immediately preceding the insurance period. Unused travel days that have already been transferred once cannot be transferred again. The first 200 days of travel purchased in each insurance period are never transferable.

- 28.5.** In addition to the premiums paid, the policyholder may also have to pay any insurance premium tax and any new taxes, levies, or charges related to his policy that may be imposed on him after his incorporation and that the company must pay or collect from the policyholder by legal requirement, mainly because of the country or place of residence of the policyholder. The policyholder must pay the company such tax on the insurance premium or other tax, levy, charge, or premium, except where the law provides otherwise. The total premium charge will include the insurance premium tax and any other taxes, levies, or charges.

## **Art. 29**

### **Necessary information for the Insurer**

- 29.1.** The policyholder and/or the insured shall be under the obligation to notify the Insurer of any travel or medical expenses coverage or a similar coverage with another company, including a consolidated Company.
- 29.2.** Policyholder and/or the insured shall also be obliged to notify the Insurer of – and to provide it with – all the affordable and necessary information for the processing by the Insurer, of the claims submitted by the insured, and also to submit original invoices at the request of the insurer.
- 29.3.** In addition, the Insurer is entitled to seek information about the Insured's state of health and contact any hospital, physician, etc., who is treating or has been treating the Insured for physical or mental illnesses or disorders. Furthermore, the Insurer is entitled to obtain any medical records or other written reports and statements concerning the Insured's state of health.
- 29.4.** The Insurer fully complies with applicable data protection legislation (see also art. 31.1). Generally, We, therefore, cannot disclose any personal or sensitive information (i.e., medical information) nor discuss cases with anyone not authorized by the Insured in question. Consequently, it is recommended that the Insured authorizes any person he or she wants to share information with. Upon request, the Insurer will provide a form of authorization to third parties.

## **Art. 30**

### **Assignment, renewal, discrepancies, termination, and expiration**

- 30.1.** Without the prior written consent of the Insurer, no party shall be entitled to create a charge on or assign the rights under the Insurance.
- 30.2.** If the policyholder or the insured finds that the policy does not agree with what has been agreed or proposed, they may request the corresponding rectification in writing within fifteen days of receipt of the policy. The stipulations of this are considered accepted if the aforementioned rectification is not requested during that period. If the Insurer does not proceed with the requested rectification

within fifteen (15) days following the claim or maintains silence, it is understood to be accepted in terms of the modification.

**30.3.** The insurance may be terminated by a unilateral will of any of the contracting parties on the anniversary date of the policy; If not, the insurance will automatically renew on each anniversary date.

If the Insurer exercises power to terminate the policy contract on the anniversary date, it must notify in writing its decision to the policyholder in advance not less than fifteen (15) calendar days; if it is the policyholder who exercises power to terminate the insurance contract (as long as it is done on the anniversary date), it will produce its effects from its written notification to the Insurer.

**30.4.** The **Insurer's** liability in relation to the insurance, including liability for reimbursement of medical expenses for ongoing treatments, subsequent effects, or consequential damage to any injury or illness incurred or treated during the insurance period, shall automatically cease with the expiry or insurance termination.

Consequently, when the insurance expires or is terminated the insured person's right to compensation will cease. Claims for reimbursement of medical expenses incurred during the insurance period must be submitted within one hundred and eighty (180) calendar days after the date of service in order to be entitled to compensation.

**30.5.** If the insured is unable to travel as originally planned when the policy expires due to a severe and acute illness or severe injury covered by the Insurer, the period covered by the insurance shall be extended until the Insurer's medical specialist and the attending physician certify that the insured is medically fit to be transferred to his/her country of permanent residence. In case of disagreement, the decision of the Insurer's medical specialist will prevail. The insurance will cover up to two companions in the extended period (see art. 11).

**30.6.** In the event that the insured leaves his employment with the policyholder, the insurance coverage will cease immediately. The policyholder of the insurance is responsible for updating the dates of the ongoing or planned trip for an insured, either due to termination of employment or any change or modification to the trip.

**30.7.** The Insurer may cancel or suspend an insurance product with prior notice three months before the policy anniversary date.

The Insurer may cancel or terminate the Insurance, if there is evidence that the policyholder has committed fraud or attempted to commit any type of fraud against the Insurer. This includes providing false, inaccurate information or concealing information, intentionally, by omission or carelessness, when such information may influence the Insurer's decision to decide:

- i. If an Insured can join the insurance.
- ii. The amount of the premium that the policyholder must pay.
- iii. If the Insurer must pay any claim.

**30.8.** Sanctions clause

The Insurer will not provide coverage or payment indemnity under this insurance policy if the Obligations of the Insurer (or the obligations of the Insurer's administrators or group companies) under the laws of any relevant jurisdiction, including the United Kingdom, the European Union, the United States of America or international laws, prevent the Insurer from doing so. The Insurer will generally inform the policyholder if this is the case unless it is illegal or compromises the Insurer's well-founded security measures.

This insurance policy does not provide coverage to the extent that such coverage exposes the Insurer (or the administrators or group companies of the Insurer) to sanctions, prohibitions, or limitations under the determinations of the United Nations or economic or commercial sanctions, laws, or regulations of the European Union, United Kingdom or the United States of America, or other relevant international laws.

## Art. 31 Data Protection and Privacy Notice

Bupa Insurance Company (the "Insurer") undertakes to protect the privacy of the personal information of policyholders, clients, and consumers when we process it.

This privacy notice provides details about the personal information we may collect from Insured Individuals and other people who request that we issue a Travel insurance policy. It also provides details about how we use the collected personal information, how we protect it, and information about the rights of Insured Individuals in their capacity as owners of personal data that is an object of processing (see section 31.12 "Your Rights").

If any insured has any questions about how we handle their personal information, then the insured individual ("Insured Individual") may contact the Insurers' Privacy Office to send us their question, directing their inquiry in writing to the following email address: [privacyoffice@bupalatinamerica.com](mailto:privacyoffice@bupalatinamerica.com).

### 31.1. Information about us

In this privacy notice, the words "we" "our" mean the Insurer. For more information, please see the "More Information" section below to obtain contact information.

Bupa Worldwide Travel and Bupa Business Travel insurance products may hereinafter be jointly referred to in this document as: "Bupa Travel," or "Travel products," or "Travel services."

Responsible for the Processing of Personal Data: The Insurer is the entity responsible for processing personal data that it carries out concerning the Travel product(s) and service(s) that an Insured has purchased, acquired, or uses from us. If any Insured has questions about processing their personal information about our Travel products, the Insured concerned may direct them to the Insurer. (Please see section 31.14, "Data protection contact information.").

### 31.2. Scope of our privacy notice

This privacy notice applies to anyone who interacts with us about our Travel products and services ("Insured Individual," "Insured Individuals," "you," "your," or "their" Insured Travel Companions under the policy), in any way and by any means, as appropriate (for example, by email, through our website, by telephone, or through one of our digital applications, etc.).

To those who request it, we offer additional information on aspects of privacy about our use of their personal information regarding relation to our Travel products and/or services. If an Insured Individual or consumer has any questions in that respect, they may send their inquiry to us at: [privacyoffice@bupalatinamerica.com](mailto:privacyoffice@bupalatinamerica.com).

This privacy notice applies when an Insured Individual makes inquiries, requests, purchases, or uses our Travel products and services. This privacy notice describes how we process the personal information of Insured Individuals, regardless of the manner or channels the Insured Individual may use to communicate with us (for example: by email, through our website, by telephone, or through one of our digital applications, etc.). If necessary, we will provide the Insured Individuals with more privacy information, and/or we may also give them additional privacy notices as necessary depending on how the Insured Individuals interact with us (for example: if an Insured Individual uses our digital applications; we may provide them a privacy notice that is applicable to the specific type of information that we collect through that digital application, to the particular functions that application may have, and/or the manner in which we will process the personal information collected).

### 31.3. How we collect the personal information of Insured Individuals

The Insurer may collect personal information through third parties (any person authorized to act on behalf of the data subject, which may include, for example (among others): the Insured Individual insurance brokers, health service providers who have provided their services to an Insured Individual, and others).

Should an Insured Individual provide us personal information about third parties (whether or not they are dependents of the Insured Individual), then that Insured Individual must first ensure that they are the legal representative or valid legal agent of those third parties or, otherwise, the data subject owners of the personal information provided to us and whom they represent have previously received a copy of this privacy notice, and that also, having read it, they have expressed their agreement/acceptance to allow the Insured Individual to share their personal information with the Insurer so that the latter may process that information under this Privacy Notice.

The Insurer may collect personal information that Insured Individuals provide:

- i. When an Insured Individual contacts the Insurer to make a request or to make an inquiry, including contact through the following channels: by telephone (calls may be recorded or monitored to ensure that we comply with legal regulations, with codes of practice, and internal policies, and also for purposes of quality control and of training as well), by email, through our websites, through our digital applications or other forms, by mail, by filling out an application request or other forms, by registering to participate in our contests, sweepstakes and promotions through social networks or face-to-face (for example, during a medical consultation and/or diagnosis, when the policy covers these).
- ii. When the Insurer contacts an Insured Individual for purposes related to the provision of services related to their Travel product,
- iii. When the Insurer contacts an Insured Individual to conduct a satisfaction survey regarding any of its services.

In addition, the Insurer may also obtain personal information regarding Insured Individuals from other people and organizations.

The Insurer may obtain personal information about any of our Insured Individuals from the following sources:

- a. From one of their parents or from their legal agent, if the Insured Individual is younger than 18 years old;
- b. From a member of the Insured Individual's family or from some other representative or agent acting on their behalf;
- c. From doctors, clinicians, health service professionals, hospitals, clinics, and other health services providers;
- d. From any service provider that works with us regarding their product or service when it is not provided/supplied directly by us to the Insured Individual, as in the case of, for example, digital applications, medical treatment, dental treatment, or health assessments;
- e. From organizations that conduct client satisfaction surveys or market research for us, or that provide us with statistics and other personal information that may be generated from processing the personal data of an Insured Individual (for example, information about their interests, about their purchases, and their type of home, all for the purpose of helping us to improve our products and services);
- f. From fraud detection agencies; credit information bureaus or centers; and
- g. From information media/sources available to the public, such as public registries, and channels or pages opened by an Insured Individual on social networks.

When the Insurer also provides insurance products and services, it may collect personal information from Insured Individuals from the following sources:

- i. From the Policyholder,
- ii. From the Main Insured Individual and/or also from their Insured Travel Companions under the same policy,
- iii. from the insurance broker or other agents of the Policyholder, of the Main Insured Individual, and/or of their Insured Travel Companions under the same policy, and
- iv. Other third parties with whom we work, such as the agents that work on behalf of the Insurer, other insurers and reinsurers, actuaries, auditors, attorneys, translators, and interpreters, tax advisers, collection agencies, credit bureaus, fraud detection agencies (including health insurance counter-fraud groups), regulators, the data protection supervisory authorities, health care professionals, other health care providers, and medical assistance providers.

#### **31.4.** Categories of personal information of Insured

We process two types of personal information on the Policyholder and/or on a Main Insured, and (when applicable) on their Insured Travel Companions under the same policy:

- i. Standard personal information (for example, information that we use to contact, identify, or manage our relationship with an Insured); and
- ii. Special categories of information or sensitive personal data (such as, for example, an Insured Individual's health information, information about race, ethnic origin, and religion that allow us to adapt the care to the Insured Individual, and criminal information connected with anti-fraud checks, or anti-money laundering reviews about Insured).

The standard personal information of Insured includes:

- i. The Insured's contact information, such as, for example, their name, username, postal address, email address, and their telephone numbers, etc.;
- ii. The country where the Insured lives, their age, their date of birth, and national identifiers (such as, for example, their national identity document number or their passport number);
- iii. Information about the employment of an insured;
- iv. Details of any contacts we have had with the Insured, such as the case of complaints or incidents;
- v. The Insured's financial details, such as, for example: details about their payments and their banking details that result from a credit check or from anti-fraud reviews that we conduct regarding an Insured; and
- vi. Information about how an Insured uses our products and services, such as, for example, the case of information about their Insurance claims; and

- vii. Information about how an Insured uses our website, our apps, or other digital assets or technology, including information about their IP addresses or information about device identifiers used (please, for more details, review our Cookies Policy, which is published at: [www.bupasalud.com/en/privacy-policy](http://www.bupasalud.com/en/privacy-policy)).

The special categories of personal information (or sensitive personal data) include:

- i. Information regarding the physical or mental health of an Insured Individual, including genetic or biometric information (we may obtain this information from the application forms that the Policyholder has completed, from notes or reports concerning the health of Insured Individuals, or about any treatment and/or care they have received or need, or from information recorded in the details regarding the contacts we have had with an Insured Individual, such as for example complaints, claims, incidents, references from an Insured's insurance provider, medical service records, and quotes that Insured Individuals have received);
- ii. Information regarding race, ethnic origin, and religion of Insured Individuals (this information may be obtained from their medical preferences or from home care and will allow us to provide care that may be more tailored to their needs); and
- iii. Information about any criminal conviction of an Insured and/or offenses committed by an Insured (we may obtain such information when we conduct an anti-fraud or money laundering prevention background check or other background check activities).

### 31.5. What do we use the personal information of Insured Individuals for?

The Insurer processes the personal information of Insured Individuals for the purposes that are established in this privacy notice. The Insurer has also established some legal reasons for which it may process personal information (these depend on the category of personal information being processed). Usually, the Insurer processes personal information when necessary to provide the services set out in the insurance contract, when it is in our or a third Individual's legitimate interests, and when required or permitted by applicable law. Please see below for more information on this and why we may need to process the particular category of personal information (sensitive personal data) of Insured Individuals.

By law, we need to have a legal reason for processing the personal information of Insured Individuals. We process the personal data of Insured Individuals if the processing of personal information is:

- i. Necessary to provide the services set out in a contract—if we have a contract with an Insured Individual, we will process their personal information in order to comply with the contract (That is, to provide that Insured Individual, and their insured Travel Companions under the same policy, with our products and services);
- ii. Necessary in our or a third party's legitimate interest—further details about these legitimate interests are included below in section 6. "Legitimate interests";
- iii. Required by applicable law.

We process the special category of personal information or sensitive personal information of Insured Individuals when:

- a. It is necessary for the purposes/ends of preventative or occupational medicine, for example: to assess whether the Insured Individual can work, for medical diagnosis, to provide the Insured Individual social or health care or treatment, or to manage health care or social care systems (Including monitoring whether we are meeting expectations related to our clinical and non-clinical performance);
- b. It is necessary for insurance purposes (for example, to advise regarding, put together, provide, or manage an insurance contract, to handle claims made under an insurance contract, or in regard to the rights and responsibilities that arise concerning an insurance contract or from the application of the law);
- c. It is necessary to establish, make, or defend legal claims (for example, claims against The Insurer, about the coverage of the insurance);
- d. It is necessary for purposes of prevention or detection of an illegal act under circumstances in which the Insurer must conduct investigations without the Insured Individual's permission so as not to affect the result of the same (for example, anti-fraud and anti-money laundering reviews or to review other illegal conduct, or to carry out investigations with other insurers and third parties for the purpose of fraud detection);
- e. It is necessary in order to protect the public against dishonesty, malpractice, or other seriously improper conduct (for example, the case of investigations in response to a safeguarding concern, an Insured Individual's complaint, or their indication about a problem);
- f. The processing is in the public interest, in accordance with any applicable laws;

- g.** It is information that the Insured Individual has made public, or that is in the public domain; or
- h.** We have the authorization/consent of the Insured.

As a best practice, the Insurer will only ask the Insured Individual for authorization/consent to process their personal information if there is no other reason or legal basis that allows us to do so. Suppose the Insurer needs to ask an Insured for authorization/consent. In that case, the Insurer must make clear what is being requested and ask the Insured Individual to confirm their decision to grant us the requested authorization/consent. Suppose the Insurer cannot provide a product or any service without having the authorization/consent of an Insured (for example, we cannot manage and set up a health trust without having health information). In that case, the Insurer will make this situation clear at the time the Insured Individual is asked for authorization/consent. Suppose the Insured Individual subsequently withdraws their authorization/consent. In that case, it is very likely that the Insurer will no longer be able to provide them with the product or service that depends on the Insurer having that authorization/consent.

### **31.6.** Legitimate interests

The Insurer processes personal information for a number of legitimate interests, including the management of all aspects of our relationship with each Insured Individual, for marketing purposes, to help us improve our services and products, and in order to exercise our rights and/or to manage claims. More detailed information about our legitimate interests is provided later in this section.

Legitimate interest is one of the legal reasons for which we may process the personal information of the Insured. Considering the interests, rights, and freedoms of Insured Individuals, the legitimate interests that allow us to process their personal information include, among others, the following:

- i.** To manage our relationship with Insured, our business, and third parties that provide us products or services (for example, third-party services received by the Insurer, the purpose of which is to verify that the Insured Individual has, in fact, received a service for which they have coverage, for the validation of invoices, etc.);
- ii.** To provide health care services that are paid for by a third Individual (for example, the employer of a Policyholder, when that employer is the Policyholder);
- iii.** To ensure that claims are handled efficiently and to investigate complaints (for example, we could request information from the provider of a medical treatment received by an Insured Individual under the coverage of this policy in order to ensure that we receive accurate information and are able to monitor the quality of the treatment and care that has been received by the Insured Individual);
- iv.** To keep our records up-to-date and to provide Insured Individuals with communications and/or marketing materials in accordance with law;
- v.** The development and performance of marketing activities of the Insurer and to show the Insured Individual information that may be of interest to them, based on our understanding of the Insured Individuals' preferences (we combine the information that the Insured Individual provides us with other information that the Insurer may receive from third parties about them, for information that helps the Insurer better understand the preferences of Insured);
- vi.** For purposes of research and statistical analysis, to make it easier for the Insurer to be able to monitor and improve or develop new products, services, websites, apps, and other digital assets;
- vii.** To contact Insured Individuals about research or marketing or satisfaction surveys conducted by the Insurer and/or its affiliates;
- viii.** To monitor how well the Insurer meets clinical and non-clinical performance goals and expectations, in the case of the health care service providers that are offered to the Insured under the coverage of and/or concerning the policy;
- ix.** To enforce or apply the terms of use of our website, the terms, and conditions of our policy or other contracts, or to protect rights, property, or safety of the Insurer, or of our clients or other people; to exercise rights of the Insurer, to defend the Insurer from claims, and to comply with the laws and regulations that are applicable to the Insurer and to the third parties with which it works; and
- x.** So, the Insurer may participate in or be the subject of sale, purchase, merger, or acquisition of all or any part of our business

### **31.7.** Marketing and preferences

The Insurer may use the personal information of Insured Individuals to send them advertising via mail, telephone, or through social networks, by email, by text message, and through any website, app, or any other digital asset of the Insurer.

The Insurer may only use the personal information of an Insured Individual to send them marketing material provided that the Insurer counts with a valid and sufficient authorization/consent to do so, or if the Insurer has a legitimate interest in accordance with what is described in section 31.6.

If an Insured does not wish to receive our emails, they may always click the “cancel subscription” link that appears on all emails that the Insurer sends. If an Insured does not wish to receive text messages from the Insurer, the Insured Individual may always contact the Insurer to request this at any time. The Insured may also always contact the Insurer to update their contact preferences. Insured Individuals may consult section 31.13, “Contact information for personal data protection,” to obtain details about how to contact us and request what is mentioned in this paragraph.

Insured have the right to object to/oppose the direct marketing of the Insurer and also have the right to object-to/oppose-to profiling (the automated processing of their information to help the Insurer evaluate certain things about them, for example, the Insured Individual's personal preferences and their interests related to direct marketing). For more details, see section 31.13, “Your rights,” below.

### **31.8.** Personal information processing for profiling and automated decision making

Like many companies, the Insurer sometimes uses automation to offer a faster Travel service of the best possible quality, more consistent, and fairer, and to provide the marketing materials that the Insurer feels may be of interest to Insured Individuals (including discounts on our products and services). This involves evaluating information about Insured Individuals and, in some cases, the use of technology to provide them with automated responses or decisions (automated decisions).

Insured Individuals have the right to object to/oppose to the Insurer's direct marketing and profiling (for more information, see section 31.12 “Your Rights”). Insured Individuals may also have the right to object to/oppose-to other types of profiling and automated decision making, which are below indicated. In these cases, the Insured has the right to ask the Insurer to review an automated decision that affects them. The requesting Insured Individual may also share how they feel about it and ask the Insurer to reconsider its automated decision. Insured Individuals may contact us to exercise these rights. See section 31.13, “Contact information for personal data protection,” to obtain full contact details.

The Insurer will inform the Insured Individuals about:

- i.** the making of automated decisions (that is, decisions made using technology, without any individual person's participation); and
- ii.** The making of profiles (automated processing of personal information to help us evaluate certain things about an Insured Individual, such as their personal preferences and interests).

This is because, depending on applicable law, the Insured may have certain rights related to automated decision making as well as rights related to their profiling.

Insured have the right to object to their profiling related to the Insurer's direct marketing activities. If an Insured Individual exercises such right of objection or opposition, then the Insurer will no longer profile for direct marketing concerning the Insured Individual which made the objection. Insured Individuals also have the right to object to/oppose profiling under other circumstances indicated below.

When the Insurer makes decisions that produce legal effects of concern or that have an effect that impacts Insured Individuals by using only automated personal data processing mechanisms, then the Insurer will communicate this to them.

The Insured Individuals affected will then have 21 days. (Counted from the date that they received the notice) to ask the Insurer to reconsider its decision or to make a new decision that is not solely based on the automated processing of personal information. If the Insurer receives a reconsideration request from an Insured Individual, then the Insurer must do the following within 21 days of the date of reception of the reconsideration request:

- a.** Consider the Insured Individual's request, including any information that has been provided to us by the same and that is relevant to their petition;
- b.** Address the Insured Individual's request; and
- c.** Inform in writing to the requesting Insured Individual about what the Insurer has done to address their request, about the results thereof, and regarding the Insurer's final decision.

Insured Individuals may always contact the Insurer to ask about these rights (for more details, see section 31.31 “Contact information for the protection of personal data” and section 13.12 “Your rights”).

Profiling and automated decision making

The processes described below include both profiling and automated decision-making.



Depending on the type of Travel product or coverage Insured Individuals want to take advantage of, and in order to facilitate the Insurer's decision about the level of coverage it can offer to the Insured Individuals, the Insurer will ask them to provide information about their medical history. The Insurer may use a software to review this information and check whether an Insured Individual has any prior or existing health condition for which the Insurer cannot provide coverage and that would then be excluded from the policy.

The Insurer may use software that helps it calculate the price of its products and services, which is based on what the Insurer knows about the Insured Individuals and other clients. For example, the Insurer's technology can analyze information about an Insured Individual's claim history and compare it with the information we have on their previous claims in order to evaluate the probability of an Insured Individual needing to make new claims. We can also evaluate the age of the Insured Individual, where they live, and other details related to their health (such as existing health conditions and whether or not the Insured Individual smokes) in order to calculate the prices of products rated by the community, which are products based on predefined groups whose members have a similar risk profile.

### Profiling

The processes described below involve profiling of Insured Individuals:

- a. To improve the outcomes, to be more efficient, and to allow the Insurer to offer advice to Insured Individuals about different treatment paths (for example, alternatives to a surgery or other invasive procedures), the Insurer may use software to evaluate medical history and general information about the population in an area in order to identify Insured clients who are likely to need that type of advice.
- b. The Insurer's software indicates when a policy needs to be renewed. The software can also evaluate the payment and claim history of Insured Individuals, general information from a specific area, and other third-Individual information in order to automatically provide information about the incentives that the Insurer may offer Insured Individuals and the marketing messages that they may receive.
- c. The Insurer may commission other organizations to conduct some of its market and consumer analysis in order to improve the Insurer's marketing processes. This may involve the Insurer sharing personal information related to its clients with third parties that specialize in profiling and segmenting people (classification of people by grouping them into different types of clients, based on the different types of information collected about them) in order to help the Insurer better target its products to its clients. These organizations connect the information that the Insurer provides them with information that they obtain from other sources to improve their analysis's accuracy. The Insurer may use the results of this type of analysis to better direct its marketing activities and offers.
- d. The Insurer may use information about the products that an Insured Individual has purchased and information about other clients who have purchased the same products in order to make sure Insured Individuals are sent information about the products they are most likely to be interested in.
- e. The Insurer may share personal information regarding Insured Individuals (including their name, their date of birth, sex, and the country in which they live) with third-Individual companies that the Insurer uses to carry out fraud prevention controls. The Insurer will review all matches and/or alerts resulting from this process, for which the Insurer moreover does not use automated decision-making mechanisms.

### 31.9. Sharing Insured Individuals' information

The Insurer may share the personal information of Insured Individuals with the following people and/or entities, provided this is possible under applicable law:

- a. Inside the Bupa Global Latin America group: with any of the companies that are Bupa Global Latin America group members, which are those listed in Appendix 1, document included below this Privacy Notice;
- b. With the Main Insured Individuals of Travel product policies that provide coverage concerning each Travel Companion. This includes the Insurer being able to share information about insured Travel Companions with the corresponding Policyholder and/or with the Main Insured Individual, who in their capacity of being an employee of an employer who is the Policyholder of a Travel product that provides coverage to the Insured Individual employee (who is a Main Insured) and to their insured Travel Companions under a group insurance policy plan;
- c. With funders that validly structure/provide their financial services for Insured Individuals, acting on their behalf, regarding relation to the policy;

- d.** With people who are authorized to act on behalf of Insured Individuals (for example, insurance brokers and other agents);
- e.** With people or entities that help the Insurer to directly or indirectly provide services to Insured Individuals (for example, health care providers and medical assistance providers)
- f.** With people or entities from whom the Insurer needs to obtain information that will allow it to manage better, validate, or obtain confirmations that are necessary about claims and rights of Insured Individuals (for example, the case of rights of Insured Individuals that are members of professional associations);
- g.** With other organizations to which Insured Individuals respectively belong or those with which they are professionally associated, for the purpose of confirming a right to claim discounts that may be applicable to them concerning products and services offered by the Insurer;
- h.** With doctors, clinicians, and other healthcare professionals, hospitals, clinics, and other healthcare service providers;
- i.** With providers who help the Insurer effectively provide services that are offered relating to the Insurer's products and/or services, including the case of those providers who render their services acting on behalf of the Insurer;
- j.** With individuals or organizations with which we may need to share the personal information of Insured Individuals or those with which we are authorized to do so, according to applicable law (for example, for purposes of fraud prevention);
- k.** With the police and other law enforcement to help them carry out their duties, or with others should we have to do so by legal mandate or under a court order or the order of a competent authority; and
- l.** If the Travel product policy issuer sells or purchases any business or assets. In that case, the Insurer may then share the personal information of Insured Individuals with, as applicable, the purchaser or the potential seller of that business or asset when these are reasonably relevant concerning the services provided under policies that cover the Insured Individuals whose personal information is shared.

When the Insurer provides Insurance coverage to Insured Individuals, the Insurer may share their personal information with:

- a.** The policyholder and their insurance broker/agent. In the case of those Insured who are under an individual Travel Insurance Policy on which they are not the Policyholder and/or the Main Insured, then the Insurer will send copies of all membership documentation and confirmation of the outcome of the processing of the insured Travel Companions claims to the Policyholder, and the Main Insured Individual. All Insured Individuals under an individual policy may have access to the correspondence and other information that we provide through the online portal that the Insurer may provide with;
- b.** The policyholder who is the Main Insured Individual employer and/or the insurance broker or insurance agent of the Main Insured Individual's employer for product or service administration purposes. This also includes sharing with that employer the personal information of Main Insured Individual's Travel Companions, who have insurance coverage under a group insurance policy plan in which the Policyholder is the owner of the policy. In these cases, the Main Insured Individual's personal information and that of their respective Travel Companions may be shared with the Policyholder (the Main Insured's employer), provided that the applicable law permits it;
- c.** The insurance broker and/or insurance agent of the Insured Individual;
- d.** Other third parties with whom the Insurer works to provide its products and services to Insured Individuals, including but not limited to, for example, the following third parties: the agents who work acting on behalf of the Insurer, other insurance, and reinsurance companies, actuaries, auditors, attorneys, translators and interpreters, tax/financial advisers, debt collection agencies, credit reference bureaus/agencies, fraud detection agencies (including, among others, groups fighting against health insurance fraud), regulators, the personal data protection supervisory authorities, health care professionals, health care service providers, and medical assistance service providers; and organizations that provide treatment and other benefits to Insured, including travel assistance services.

Except in the cases listed below, the Insurer will take reasonable measures to ensure that the third parties with which it shares the personal information of Insured Individuals provide reasonable security measures to mitigate risks that may affect the security of shared personal information. Exceptions apply in the following cases:

- i.** When the Insurer shares the personal information of Insured Individuals with third parties as a result of compliance with, observance of, or fulfillment of a mandate that is established by an applicable legal regulation;

- ii. When the Insurer shares the personal information of Insured Individuals as a result of the fulfillment of or compliance with a request or order directed to the Insurer and issued by the police or other competent authority legally empowered to maintain public order and/or to investigate the commission of possible illegal activities;
- iii. When the personal information of Insured Individuals is shared by the Insurer with a judicial or administrative court or tribunal, and/or with a competent authority, as a result of the fulfillment of or compliance with a request or order directed to the Insurer by any of these.

### 31.10. Anonymized information and aggregated information

The Insurer supports ethical and approved clinical research. For research or statistical purposes, the Insurer may use, share, or disclose anonymous information (with all names and other identifying information removed) and/or use, share, or disclose aggregated personal information in a way that does not permit individualized identification of the individuals whose personal information is represented by aggregated data. The Insured Individuals may not be identified from this information. The Insurer will only share it under legal agreements that establish a limited and specific purpose for using this data and prevent it from being used for unauthorized purposes.

### 31.11. How long does the Insurer keep Insured personal information?

The Insurer keeps the personal information of the Insured in accordance with established periods that are calculated using the following criteria:

- i. How long has the Insured Individual been a client of the Insurer? Which are the products and/or services provided by the Insurer that an Insured Individual has, or had?; and Since when did the Insured Individual stop being a client of the Insurer?
- ii. How long is it reasonable for the Insurer to retain records that contain personal information or the purpose of showing that the Insurer has met its obligations to the Insured Individual and/or to show proper compliance with applicable laws?
- iii. What are the time limits for filing claims established by the applicable legislation?
- iv. What are the legally established information retention periods or those recommended by regulators and/or by professional bodies or associations?
- v. Any relevant and applicable procedures.

If an Insured wishes to obtain more information about how long the Insurer retains their personal information, they may send their inquiry to the Insurer at the following email address: [privacyoffice@bupalatinamerica.com](mailto:privacyoffice@bupalatinamerica.com).

### 31.12. International Transfer of Personal Data

In order to provide you with Travel services and allow us to process your personal information in accordance with the purposes established in this Privacy Notice, we may send their personal information to and store it in locations that are outside the country where the Insured resides at, or outside of a location where an Insured Individual may be temporarily located at.

We may transfer the personal information we collect on Insured Individuals to recipients which may be located in countries other than the Insured Individual's country of origin or of residence, including the United States of America, which is precisely where Bupa Insurance Company is headquartered. It is possible that these countries may not have the same data protection laws as their country of origin or the country from where the personal information was provided to us.

When we transfer personal information to other countries, we will protect that information: a) as described in this Privacy Notice; b) as we may inform you at the time that the personal data is collected; and, when applicable, c) as described in other privacy notices for a specific Travel Service given to the Insured Individual (Insured Individuals), should we deem this to be necessary.

We commit to protecting the privacy and security of personal information when it is transferred outside of jurisdiction when there is an international transfer of personal data. When such transfers occur, we take appropriate measures to ensure that when we transfer personal information to another country, proper protection and security are provided, in accordance with the applicable data protection laws. Often, this protection is established by means of a contract entered into by Bupa with the entity or organization receiving the personal information.

We comply with applicable legal requirements by providing appropriate safeguards for the transfer of personal information to countries other than the one where you are located. When appropriate, we may also transfer personal information: a) to countries for which adequacy decisions have been issued; b) using contractual protections for the transfer of personal information to third parties or c) with the support of certifications granted by accredited third parties to the recipients of the personal information.

**31.13. Your Rights**

Insured have the right to access to their personal information, the right to ask the Insurer to correct any errors in it, the right to ask the Insurer to limit the processing of their personal information, and they also have the right to ask the Insurer to cancel/delete/erase their personal information. The Insured Individuals also have the right to object/to-oppose to the processing of their personal information and to request the Insurer for the transfer/portability of the personal information they may have provided to it and also the right to withdraw/to revoke the authorization(s)/consent(s) that the Insured Individuals may have granted to the Insurer to authorize the processing of their personal information. Insured Individuals have the right to request that their personal information is not used to adopt automated decision-making that may affect them.

The Insured Individuals have the following rights (certain exceptions might apply in accordance with the applicable law):

- i.** Right of access: Each Insured Individual has the right to request in writing to the Insurer for details about their personal information and ask for a copy of it.
- ii.** Right to rectification: Each Insured Individual has the right to request in writing to the Insurer to correct or remove incorrect or inaccurate personal information.
- iii.** Right to cancel/delete/erase ("right to be forgotten"): Each Insured Individual has the right to request in writing the Insurer the cancellation/deletion/erasure of their personal information from the Insurer's records and databases.
- iv.** Right to restriction of processing: Each Insured Individual has the right to request in writing to the Insurer that the processing/use of their personal information is limited only to specific purposes.
- v.** Right to object/oppose: Each Insured Individual has the right to-object/to-oppose in writing addressed to the Insurer, to the latter's processing or usage of the Insured Individual's personal information (including its processing for profiling). This right will not be applicable in cases where the processing is carried out by the Insurer is based on a task performed on grounds of public interest, or when the Insurer has communicated to the Insured Individuals that it is necessary to process their information for reasons of legitimate interest of the Insurer or of third parties, or in accordance with an applicable legal mandate. Each Insured Individual may oppose to the Insurer's processing of their personal information for direct marketing purposes and/or profiling purposes related to direct marketing activities.
- vi.** Right to portability of personal data: Each Insured Individual has the right to request to the Insurer to transfer their personal information (provided to the Insurer by the Insured or by other person), in a format that may be read on a computer.
- vii.** Right to withdraw/revoke consent: Each Insured Individual has the right to in writing withdraw/revoke any authorization/consent that they may have granted to the Insurer for the processing of their personal information. If the Insured Individual withdraws their authorization/consent, this will not affect the legality of how we have used their personal information prior to the withdrawal/revocation of their authorization/consent, and, as appropriate, we will inform to the Insured Individual should withdrawal of consent result in us not being able to provide them the product and/or service that they have selected.
- viii.** Rights in relation to automated decision making: Unless that this necessary for entering into a contract with an Insured Individual, or it is something authorized by law, or that the Insured Individual has granted us consent or authorization for it, the Insured Individual has the right not to be subject to a decision of the Insurer made solely based on automated processing of their personal information if such decision has legal effects that concern or significantly affect them. Because of that, the Insurer will inform Insured Individuals when automated decisions are made, the legal grounds for doing so, and the rights that the Insured Individuals may have in that case.

Apart from the right of each one of the Insured Individuals to object/to-oppose to the Insurer using or processing their personal information for direct marketing purposes (including profiling for direct marketing purposes), the rights of Insured Individuals with respect to their personal information are not absolute. This means that these are not always applicable. Furthermore, as appropriate, the Insurer will notify in its correspondence to the Insured Individuals about how the Insurer may handle requests with regard to their rights.

If an Insured addresses to the Insurer a request for the exercise of their personal information rights, the Insurer will always ask the requester to confirm their identity and may also require additional information to be provided in order to help the Insurer to clarify and/or understand the content and/or the scope of the request received.

The procedure established by the Insurer for Insured Individuals to exercise any of their rights for the protection of their personal information before the Insurer requires that such request is addressed in writing to the Insurer. The request must also contain and/or append the following information:

- 1). The full name of the person who is the owner of the personal data to which the request refers to and their email address or other means of contact which may allow the Insurer to communicate with the requester in order to respond to the request received;
- 2). The country/jurisdiction where the person who is the owner of the personal information that is a matter of request lives at
- 3). A copy of documents that prove the identity of the requester who owns the personal information that is a matter of request, or when appropriate, also the legal basis on which a requester is acting on behalf of a Main Insured Individual and/or of any of their Travel Companions, for the exercise of rights related to the personal information of any of the referenced persons; and
- 4). The name of the personal data protection right(s) whose exercise is requested includes a clear and precise indication of the personal data regarding which the exercise of rights is requested.

In all cases, the requester will be required to provide us evidence of their identity as the owner of the personal information that is object of a data subject request, and, when appropriate, evidence of the requester's current status, which enables the same to validly act on behalf of the individual who owns the personal data.

The Insurer will notify the requester about its decision regarding the request received; that notification will take place within the period established in applicable legislation. Should the Insurer not be able to respond to a received request in whole or in part, then the Insurer will indicate the reason for this in their reply addressed to the requester.

To exercise their personal information owner rights, the Insured Individuals may contact us at [privacyoffice@bupalatinamerica.com](mailto:privacyoffice@bupalatinamerica.com), or at the mailing address indicated for Bupa Insurance Company in the document called Appendix 1: List of the Bupa Global Latin America Companies Group Members, document which is provided following this privacy notice.

#### **31.14.** Contact information for personal Data Protection

If an Insured has questions, comments, complaints, or suggestions regarding this privacy notice, or if there is any other concern about the manner in which we process their personal information, the Insured Individual may communicate with our Privacy Officer at the following email address: [privacyoffice@bupalatinamerica.com](mailto:privacyoffice@bupalatinamerica.com).

Depending on the law that is applicable to them, Insured Individuals may also have the right to file a complaint before their respective personal data protection rights local supervisory authority.

Depending on the law that is applicable to them, the Insured Individuals may also file a complaint before another supervisory authority of the country or territory where:

- a. The requesting Insured Individual lives at;
- b. The requesting Insured Individual works; or
- c. Where the reason for which the Insured Individual is filing the complaint took place.

#### **31.15.** Changes to this Privacy Notice

From time to time, the Insurer may change this privacy notice and our privacy practices as a result of changes in the applicable legal requirements or regulations, changes in our commercial practices, and changes in our attempts to meet the needs of our clients better. When we do so, then we will publish a revised and updated privacy notice at the [www.bupasalud.com](http://www.bupasalud.com) portal. Any change to this privacy notice will take effect immediately after its publication on the portal. You are responsible for reviewing the privacy notice to take note of the changes made, so we recommend you visit the referenced portal to keep informed frequently.

If we update our privacy notice, we might, under certain circumstances, also request your explicit acceptance of the new updated privacy notice.

## **Art. 32** **Claims appeals and arbitration**

- 32.1. We are always pleased to receive any feedback, including areas which may have caused concern. For any comments or complaints, the insured can contact the Bupa Travel customer service team at MyBupa [www.bupasalud.com](http://www.bupasalud.com) or via the contact details listed at the end of this document.

- 32.2.** Claims appeals: In the event of a disagreement between the insured and the insurer regarding this Insurance policy and/or its conditions, before beginning any arbitration or legal proceeding, the insured shall request a review of the matter by the Bupa Insurance Company appeals committee. In order to begin such a review, the Insured must submit a written request to the appeals committee. This request shall include copies of all relevant information sought to be considered, as well as an explanation of the decision that should be reviewed and why. The request shall be sent to the attention of the Insurer appeals coordinator, c/o USA Medical Services. Upon submitting a Request for review, the appeals committee will determine whether any further information and/or documentation is needed and act to obtain it in a timely manner. The appeals committee will notify the insured of its decision and the underlying rationale within thirty (30) days.
- 32.3.** Claims arbitration, legal actions, and jury waiver: Any disagreement that may persist upon completing the claims appeal as determined herein must first be submitted for arbitration. In such cases, the insured and the insurer will submit their difference to three (3) arbiters: Each party selecting an arbiter, and the third arbiter to be selected by the arbiters named by the parties herein. In the event of disagreement between the arbiters, the decision will rest with the majority. Either the insured or the insurer may initiate arbitration by written notice to the other party demanding arbitration and naming its arbiter. The other party shall have twenty (20) days after receiving said notice to designate its arbiter. The two (2) arbiters named by the parties, within ten (10) days thereafter, shall choose the third arbiter and the arbitration shall be held at the place hereinafter set forth ten (10) days after the appointment of the third arbiter. If the other party does not name its arbiter within twenty (20) days, the complaining party may designate the second arbiter and the other party shall not be aggrieved thereby. Arbitration shall take place in Miami-Dade County, Florida, USA, or if approved by the insurer, in the policyholder's country of residence. The insured and the insurer agree that each party will pay their own expenses regarding the arbitration. The insured confers exclusive jurisdiction in Miami-Dade County, Florida, for the determination of any rights under this policy. The insurer and any insured covered by this policy hereby expressly agree to trial by a judge in any legal action arising directly or indirectly from this policy. These conditions will be interpreted according to the applicable laws in the domicile of the Insurer. The insurer and the insured further agree that each party will pay their own attorneys' fees and costs, including those incurred in arbitration.

## Art. 33 Definitions

This Glossary and the definitions contained therein are part of the Policy's General Conditions.

**Abduction:** Abduction is an incident in which the insured is forcibly detained and against his will for the kidnappers to fulfill a financial or political objective.

**Accident:** Damage, trauma, or injury caused by an external, unexpected, fortuitous, and violent force, and requires immediate treatment.

**Baggage:** Baggage is defined as suitcases, clothing, toiletries, books, photographic equipment, cell phones, and laptop computers.

**Checked Baggage:** Baggage checked with a general carrier that is a carrier licensed to carry passengers on land, sea, or air, excluding taxis or car rental companies.

**Close relative:** A close relative is defined as the spouse or partner who resides and is registered at the same address as the Insured, children, sons-in-law, daughters-in-law, grandchildren, parents, grandparents, in-laws, or brothers and sisters.

**Commence of a trip:** The trip begins when you pass the security controls of an airport on a flight, you leave the port on a boat trip, or you cross the border in other means of transport.

**Compensation:** The economic demand partially or totally covered by the insurance, always within the coverage limits established in the Particular Conditions. During the evaluation and the decision on reimbursement, it is decisive for the Insurer when the treatment took place; and not the time in which the injury or illness occurred.

**Connecting flight:** A flight following a previous flight, with a difference of between 3 and 12 hours.

**Contractor:** the person or entity that acquires/purchases the policy, for itself in case it is a natural person, or for the benefit of third parties who are natural persons and who are designated by the contractor, or by a Principal Insured designated as such by the Contractor.

**Country of permanent residence:** The place of residence where the Insured has his permanent residence or main establishment and to which the Insured wishes to return each time he is away from home.

**Direct family:** "Direct family" refers to the following people, in this order:

- spouse
- common-law partner (if the conditions below are met)
- children/heirs declared by competent authority

The immediate family will always be found "from top to bottom". Therefore, if the insured is not survive by a spouse, a surviving common-law partner will receive payment, and in that order.

For a common-law partner to be considered the direct family, he or she must have lived with the insured and shared the same address and:

- be expecting, have or have had a child in common or
- Have lived with the Insured in a conjugal relationship in the shared address for at least two years before the Insured's death.

**Effective Date:** Date indicated on the insurance policy as the insurance effective date, unless otherwise specified in the Policy Conditions.

**Hospitalization:** Surgery or medical treatment in a clinic or hospital to which the patient has been admitted, making it medically necessary to occupy a bed at night.

**Insurance:** Policy Conditions (including general and particular, applications, declarations, and forms) and insurance policy that represent the contract with the Insurer and where the insurance terms, premium payable, deductible excess, and reimbursement rates are indicated.

**Insurance policy:** Detail of the policy, specifying the type of insurance purchased, the annual premium, the deductible, and the special conditions.

**Insurance Sum:** Amount in U.S. dollars allocated per insured and per trip, subject to the coverage limits stipulated in the policy, to cover via reimbursement or direct payment to service providers, the medical expenses incurred by the Insured in the current term, for accidents, injuries, illnesses, ailments, or other non-medical services covered under the policy, in accordance with the conditions and terms indicated in the Terms and Conditions of the policy. The sum insured for the ongoing claim will be the sum insured per trip, reduced by payments made for different accidents, injuries, illnesses, ailments, or other non-medical services covered that have occurred during the same trip.

**Insured:** Is the holder of the insurance and/or any other person validly designated with such condition, in the insurance policy, in the General Conditions and/or in the Particular Conditions of the policy. Any person who is the holder of the interest insured under the policy has the status of Insured. If the Contractor and the Insured are different persons, the obligations and duties arising from the Contract correspond to the Insurance Contractor except those that, by their nature, must be fulfilled by the Insured.

**Non-accredited physician or medical facility:** Those that meet any of the following conditions will be considered:

- Treatment provided by a doctor whose expertise or experience in treating the disease, condition, or injury being treated has not been accredited by the competent authorities of the country where the treatment takes place.
- Treatment at any hospital, or provided by any healthcare professional, or any other healthcare provider, whom we have advised in writing that we no longer accredit them for the purposes of our health insurance plans.
- Treatment is provided by any person with the same address as the Insured, or who is a member of his close family, or by a company owned by the aforementioned persons.
- Treatment provided by people not suitable for the practice of medicine or other related health services.

**Outpatient:** Surgery or medical treatment in a hospital or clinic, without the occupation of a bed being medically necessary.

**Policy general conditions:** Terms and Conditions of the insurance purchased.

**Policyholder:** The person (legal or natural) who has signed the contract with the Insurer.

**Pre-existing conditions:** All diseases and conditions, known or not to the Insured, that have presented symptoms and/or for which the insured has been hospitalized, treated by a specialist, or received medical treatment before the effective date of the insurance.

**Reasonable and customary:** The amount 'usual' or 'generally accepted' for a particular medical treatment, procedure, or service in a given geographical region and provided by providers of comparable quality and experienced treatments. These charges may be governed by guidelines issued by the relevant official medical institutions of the government of that region, or they shall be determined by our own experience of the usual and most common costs of that region.

**Securities:** Entrance tickets to, e.g., a museum, a football match, or to a theatre or opera performance, etc.

**Serious injury:** An injury will be determined to be "serious" after an evaluation and by mutual agreement between the treating physician and the Insurer's medical consultant.

**Severe and acute illness:** A "serious and acute illness" is a sudden and unexpected illness that requires immediate treatment.

**Subrogation:** Right on the part of the insurer to proceed, on behalf of the insured, against third parties and to require the insured to refund the corresponding amount if he or she recovers the expenses of third parties.

**The Insurer:** Bupa Insurance Company.

**Theft:** Theft of objects carried out stealthily and, therefore, is not observed while committed.





**General Conditions**  
**Bupa Business Travel**