

event of the death of the policyholder or an insured. The company shall not be liable for the consequences if the policyholder and/or the insured fail to notify the company of such events.

- 12.2** The insured shall also be under the obligation to provide the company with all obtainable information required for the company's handling of the insured's claims against the company.
- 12.3** In addition, the company is entitled to seek information about the insured's state of health and to contact any hospital, physician, etc. who is treating or has been treating the insured for physical or mental illnesses or disorders. Furthermore, the company is entitled to obtain any medical records or other written reports and statements concerning the insured's state of health.

ART. 13 ASSIGNMENT, CANCELLATION AND EXPIRATION

- 13.1** Without the prior written consent of the company, no party shall be entitled to create a charge on or assign the rights under the insurance.
- 13.2** The insurance is automatically renewed on each policy anniversary.
 - 13.2.1** The insurance can be cancelled by the policyholder as from the anniversary date with 3 (three) months' written notice. The insurance shall be effective for 12 (twelve) months as a minimum.
- 13.3** Where upon taking out the insurance or subsequently, the policyholder and/or the insured has fraudulently changed original documents or disclosed incorrect information or withheld facts which may be regarded as being of importance to the company, the insurance contract shall be void and shall not be binding on the company.
- 13.4** Where upon taking out the insurance or subsequently, the policyholder and/or the insured has disclosed incorrect information, the insurance contract shall be void, and the company shall not be liable if the company would not have accepted the insurance if the correct information had been disclosed. If the company would have accepted the insurance but on other terms, the company shall be liable to the extent to which the company would have undertaken the obligations in accordance with the agreed premium.
 - 13.4.1** In the event that the insurance contract is considered void, according to Art. 13.3 or Art. 13.4, the company shall be entitled to a service charge which is set as a specified percentage of the premium paid.
- 13.5** Where upon taking out the insurance, the policyholder or the insured neither knew nor should have known that the information disclosed by him/her was incorrect, the company shall be liable as if such incorrect information had not been disclosed.
- 13.6** The company's liability shall automatically cease at the end of the insurance period, including liability for ongoing treatment, consequential damages and after-effects of an injury or illness incurred during the insurance period. Accordingly, upon expiration of the insurance, the right to compensation shall cease, including the right to compensation for claims which are filed later than 6 (six) months after the termination of the insurance.
- 13.7** The company's liability shall automatically cease at the end of the insurance period, including liability for ongoing treatment, consequential damages and after-effects of an injury or illness incurred during the insurance period. Accordingly, upon expiration of the insurance, the right to compensation shall cease, including the right to compensation for claims which are filed later than 6 (six) months after the termination of the insurance.

ART. 14 COMPLAINTS

14.1 If we have not met your expectations, we have a simple procedure to ensure your concerns are dealt with as quickly and effectively as possible. If you have any comments or complaints, you can call Bupa's customer service through Mi Bupa, www.bupasalud.com/MiBupa or calling at +1 (305) 398 7400. If we are not able to resolve the problem and you wish to take your complaint further, please contact the Complaints Manager at +1 (305) 398 7400.

14.2 It is very rare that we cannot settle a complaint, but if this does happen, you may be entitled to refer your complaint to an independent organization for review. The organization will depend on the nature of the complaint and the location of the Bupa office where the cause of the complaint occurred. We will provide you with that information when needed. In most cases this will either be the Danish Insurance Complaints Board or the UK Financial Ombudsman Service.

If you would like further information about the Danish Insurance Complaints Board you can write to them at Anker Heegaards Gade 2, DK-1572 Copenhagen V, Denmark, call them at +45 (0) 33 15 89 00, or find details on their website at www.ankeforsikring.dk. If you would like further information about the UK Financial Ombudsman Service you can write to them at South Quay Plaza, 183 Marsh Wall, London E14 9JR, UK, call them at +0845 080 1800 or +44 (0) 20 7964 1000, or find details on their website at www.financial-ombudsman.org.uk. Please let us know if you want a full copy of our complaints procedure. None of these procedures affect your legal rights.

ART. 15 CONFIDENTIALITY

15.1 The confidentiality of patients and customer information is of paramount concern to the companies in the Bupa group. To this end, the insurer fully complies with the data protection legislation and medical confidentiality guidelines. The insurer sometimes uses third parties to process data on our behalf. Such processing, which may be undertaken outside the European Economic Area (EEA), is subject to contractual restrictions with regard to confidentiality and security in addition to the obligations imposed by the United Kingdom's Data Protection Act.

ART. 16 APPLICABLE LAW

16.1 Your insurance policy is governed by Danish law. Any dispute that cannot otherwise be resolved will be dealt with by courts in Denmark. If any dispute arises as to the interpretation of this document, the English version of this document shall be deemed to be conclusive and taking precedence over any other language version of this document. You can obtain a copy at any time by contacting our Customer Service at +1 (305) 270 3944.

