

Aviva's Specialist registration

Terms and conditions

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Introduction

In these terms and conditions “Aviva”, “we”, “us” and “our” shall mean Aviva Health UK Limited. References in these terms and conditions to “you” and “your” shall mean the party to these terms other than Aviva.

Please fully read the terms outlined below and complete all applicable parts of the registration form. Your registration will be reviewed by the Specialist Registration team (via Healthcode PPR) and if you are successful you will be notified via email. It is therefore essential that a valid email address is supplied by you.

Please note that you will also need to refer to our:

- Provider guide
- Published fee schedule
- Any appendices relevant to your speciality

All of which shall form part of these terms and conditions.

Aviva registered provider status

By completing the Aviva application form you will be deemed to have accepted these terms and conditions.

Neither the accessing of this registration document by you, the submission of any response by you, nor the evaluation of that response by us shall, in any way, commit Aviva to award to you any recognition for the provision of services by you or to enter into discussions with you regarding the possibility of such recognition.

In particular, but without limitation, it should be noted by you that Aviva may, in its absolute discretion without giving reasons:

- Reject any incomplete or completed registration that does not conform to instructions and specifications herein.
- Discuss, modify or clarify the terms of this registration form with you at a later date.

Please note that an incomplete application, or an application without supporting documentation will not be accepted and the request for recognition as an approved provider will be declined. Once you have completed the application form and have received email confirmation from Aviva, you will become an Aviva registered provider allowing you to provide healthcare services to Aviva Health customers.

These terms and conditions and application form are issued on the understanding that Aviva will not be liable for any costs incurred by you in their preparation. **You warrant that the content of your response is and will remain true and accurate in all material respects and that you will notify Aviva in writing of any material change to the information provided.**

We are under no obligation to pay you unless you are an Aviva recognised provider.

Pre-authorisation, fees and billing

1. PRE-AUTHORISATION

The private health cover available to patients varies according to their policy type with us. In all cases you are strongly advised to ensure that patients have received prior authorisation from us before proceeding with any treatment or investigation. You must make all efforts to ensure the patient you are treating is eligible for treatment prior to treatment taking place.

Out, day and in-patient treatment must be conducted at an Aviva recognised facility and must be pre-authorised.

Our claims team are happy to discuss eligibility of planned treatment, they can be contacted on 0800 158 3333.

MEDICAL EVIDENCE

You agree to promptly (in any event within 72 hours) provide such information we request from you from time to time to enable us to pre-authorise claims or to pay invoices, e.g. full anaesthetic and theatre records when requested. Authorisation or payment may be delayed or withheld if not received.

For oncologists, you agree to provide us with stage and grade information in relation to all patients at authorisation stage

EXPERIMENTAL PROCEDURES

We do not cover experimental treatment unless it meets the criteria set out below.

We only pay for, and will only authorise, treatment that is:

- Approved by European Medicines Agency (EMA) and Medicines & Healthcare Products Regulatory Agency (MHRA) and is used within the terms of its licence; or
- Part of a nationally approved clinical guideline (The National Institute for Health and Care Excellence or Scottish Intercollegiate Guidelines Network); or

- Supported by best quality evidence (prospective randomised controlled trials that have been published in peer reviewed journals, independent of conflicts of interest and applicable to the patient's clinical condition) and offered by you with documented evidence of positive clinical and patient reported outcomes within a hospital that is equipped with staff, equipment and processes to provide it.

We must receive all the clinical details we need from you, including a completed "Treatment Request Form" before we can pre-authorise treatment.

Developments in medical practice mean that on occasion you may wish to perform procedures that are not listed in our published fee schedule. In these situations we ask you to contact our Hospital and Consultant Management Team on either 023 80 354609 or hcfee@aviva.co.uk for advice, prior to the treatment being performed and a minimum of 7 working days prior to treatment.

2. FEES

SPECIALIST FEES

You agree to charge in accordance with our published fee schedule. A copy of our fee schedule can be found on our website www.aviva.co.uk/pmifees. We strongly advise that you regularly check this link for any amendments.

CONSULTATION FEES

You agree to charge appropriate consultation fees proportionate to the level of care and investigation for each patient, and only up to the maximum stated in the fee schedule.

3. BILLING

You are required to bill Aviva electronically via Healthcode. For more information about electronic billing please contact Healthcode on 01784 263150 or visit www.ebilling.healthcode.co.uk.

You agree to invoice us only for eligible treatment, carried out by you.

It is important that you submit invoices promptly as invoices submitted after a period of 6 (six) months from the date of treatment will be rejected. If this happens, you agree not to contact the patient for payment.

EXCESS

In those instances where our patient has a policy excess, we will advise you in the remittance advice that a policy excess has been applied. In these circumstances, patients will be responsible for payment of the excess and you will need to obtain this amount from them directly. However you must not charge more than the applicable excess charges.

CHARGING YOUR PATIENTS

Reimbursement for treatment for Aviva patients will be up to the maxima stated in our Fee Schedule. By agreeing to adhere to our fees you agree not to charge additional payments for that treatment or procedure from the patient. If you are charging patients for treatments that are not covered by their policy, you agree that you will:

- inform the Patient in advance of treatment they are responsible for any treatment not covered by us; and
- inform the Patient in advance of the likely cost of the treatment; and
- obtain the Patient's consent to pay personally for the costs we do not cover.

In the event that a more complex case warrants an uplift in our normal fee due to additional

clinical complexity, you agree to proceed with the planned procedure and provide appropriate post-operative documentation to allow us to calculate an appropriate uplift.

BILLS

You agree to bill electronically.

Where the procedure(s) performed is exceptionally complex, out of the ordinary, or not listed in our published Fee Schedule, please contact the Hospital and Consultant Management Team on 023 8035 4609 or hcftee@aviva.co.uk prior to surgery being carried out (if possible), or immediately following.

4. PAYMENT

Payment will be made monthly in accordance with these terms and conditions by BACS only to the bank account that you have nominated to us in your Application on the Private Practice Register Form or to a Bank Account advised to us via the automated banking system following a change in bank details. We will only make payments to a UK business bank account in your name or that of a third party agency or provider that has been agreed with us.

Each payment will be accompanied with an e-remittance advice available through Healthcode, detailing the following:

- Patient name
- Provider invoice number
- Patient policy number
- Invoice amount submitted
- Patient liability (as a result of patient policy excess)
- Total amount paid

In the event a policy excess applies your patient will be made aware of the amount to pay you.

In exceptional circumstances you may need to contact us in relation to unpaid invoiced payments. We ask that you do not follow up on invoices until 45 days from invoice date.

Quality and service standards

1. GENERAL STANDARDS

These terms and conditions are made on the understanding that you will seek to provide each patient with a high quality of service and always in accordance with good clinical practice. You warrant that at all times you are:

- appropriately experienced, qualified, competent, trained and have all appropriate qualifications to perform the treatment and services; and
- in compliance with applicable law and regulatory requirements, any rules, regulation, guidance, codes of practice of your regulatory body.
- Agree to advise Aviva of any change to practising privileges at any hospital/facility, clinical qualification and regulation through the Private Practice Register
- Agree to advise us of clinic times and contact numbers for consultation appointments

2. REFERRALS

Where clinically appropriate, you agree to provide treatment to Patients at hospitals or other appropriate facilities recognised under the Patient's policy and to ensure that any referrals to other consultants are made to Aviva recognised consultants who are recognised to provide treatment and who charge within Aviva's schedule of procedures.

Further to customer feedback and in order to minimise inconvenience for Patients, you agree to use reasonable endeavours to: (1) ensure that any anaesthetist providing services to Patients in conjunction with treatment you are providing have agreed to charge within the amounts of any limits of cover out Patients have; and (2) inform the Patient prior to treatment by you where an anaesthetist has been engaged who has not agreed to this.

Where clinically appropriate, you will ensure that patients are given the full details or, and can make an informed choice about, their option to receive care in a home setting. You agree to promote referrals to Aviva recognised providers wherever clinically appropriate.

Aviva policy terms and conditions may alter from time to time and recognition and use of hospital and clinic facilities alters depending on the customer's terms and conditions. Before making any onward referral to either another Specialist, or facility, please ensure that the member's claim is fully agreed and the proposed providers fully recognised by Aviva.

3. CLINICAL STANDARDS

You agree to comply with the clinical standards relevant to your profession including requirements set by the Care Quality Commission if applicable. Aviva may refuse to fund treatment that has been provided outside of any current guidelines.

4. INSURANCE

You agree to hold professional indemnity insurance from an established organisation. You agree to provide evidence of this promptly on request by Aviva.

Failure to hold professional indemnity insurance in accordance with this condition shall be deemed a material breach incapable of rectification for the purpose of section 7 (Ending your Registered Provider Status).

5. PROFESSIONAL REGISTRATION

You must ensure that you have evidence of current and unrestricted (with no warnings, conditions or undertakings) professional registration (i.e. GMC, GDC, HCPC) and UK medical malpractice indemnity (MDU/MDDUS equivalent) commensurate with your field of practice. It is your responsibility to provide

evidence of such annual renewals to Aviva promptly on request.

You must notify us immediately if there is:

- any change to the information you have provided or confirmed in this application form
- any change to your GMC (or other recognised governing body) Registration (this includes conditional registration or any investigations);
- any legal or threatened action against you in connection with your profession;
- any criminal convictions (we need this to conduct anti-money- laundering and fraud checks which is a data processing activity in the public interest);
- any suspension or dismissal from the NHS; or
- any change of practising privileges at an independent hospital/facility.

6. FRAUD AND MISREPRESENTATION

We act in good faith on the basis of information that patients and providers give to us. We take a very serious view of fraud or misrepresentation in any claim. As a matter of policy we will investigate fully any incident of suspected fraud or misrepresentation whether by patients or providers of healthcare. Inaccurate billing is a matter of serious concern across the insurance industry and Aviva work closely with other insurers to address such issues and it would be prudent of you to ensure appropriate billing is reflected across your practice.

In addition, if you submit fraudulent claims or misrepresent the circumstances of a claim so as to obtain or facilitate benefit that would not otherwise be eligible under the terms of our patients' policy this will be construed as a material breach incapable of rectification for the purpose of section 7 (Ending your Recognised Provider Status)

7. REQUEST FOR INFORMATION

In cases that require updates or where we have requested further information (particularly medical evidence as set out in section 3 above) we ask that responses are prompt (within 72 hours) and in writing. This is to ensure cover is in place for on-going treatment.

8. ROOMS AND FACILITIES

As above, independent clinics and, or treatment facilities, rented rooms or otherwise allocated consultancy rooms will only be registered if they have attained full and current registration compliance with CQC and on completion and assessment of Aviva's Clinic Recognition procedures, demonstrating we are satisfied all relevant policies, procedures and processes evidence Aviva's clinical governance requirements in full. These may include (but not exclusive to): lone worker and chaperone policies, emergency procedures, equipment purchase and calibration as per manufacture guidelines, decontamination and infection prevention and control, consumables and drugs purchase invoicing and cold store chain, and evidence of appropriate skills and training of staff, e.g. CPR, anaphylaxis and professional revalidation.

9. SUPPLY OF EQUIPMENT, CONSUMABLES & DRUGS

You must not supply equipment, consumables and, or drugs directly or indirectly to our customers. Aviva specifies the purchase of these goods and services are permitted only for hospitals and registered facilities subject to full and current registration compliance with the appropriate governing body, currently the Care Quality Commission (CQC) and all such goods are for direct use within these facilities only. On request, governance assurances from these

registered facilities will be provided to Aviva audit full compliances with health and safety risk management processes including (but not exclusive to):

- Purchasing, handling and storing of drugs
- Purchasing, maintenance, calibration and decontamination of equipment
- Purchasing, handling and storage of consumables.

For **PATHOLOGY AND RADIOLOGY** we expect to settle the cost of equipment, consumables and drugs etc. directly with the providing laboratory.

10. AUDIT

You shall grant to Aviva and any of its group companies, its employees, any governmental or regulatory body, auditors (whether internal or external), contractors and agents, the right, on reasonable notice to:

- access any of your premises from where any of the services are managed or administered;
- interview your personnel; and/or
- copy the relevant records, as appropriate.

In order to:

- investigate or identify suspected fraud or material accounting mistakes, Aviva shall be under no obligation to inform you of the objective of the investigation;
- fulfil any request by any governmental or regulatory body in the course of carrying out its regulatory functions;
- verify the accuracy of the fees and any other amounts payable or receivable by Aviva.
- investigate any concerns raised with Aviva regarding the Provider's service;
- audit your compliance with its obligations under these terms and conditions.

All submitted invoices will be subject to periodic audit. Where necessary a refund shall be paid to Aviva immediately.

We will also consider information we receive from treatment providers relating to patient experience and treatment outcomes under your practice.

You hereby give us your consent to audit and obtain information from Healthcode (or our replacement provider) about you.

Disputes

If there is any disagreement between us, in the first instance, you agree to discuss the dispute with the Aviva Supply Chain Operations team on 02380 354609 or to raise your concerns by sending an email to hcfee@aviva.com.

If you are unable to resolve your dispute within 10 business days of it being referred to the Aviva Provider Management team, you may refer it to the Head of Supply Chain Management so that (s)he may address the dispute directly or through another authorised Aviva colleague such as the Clinical Director.

Data protection

1. In these terms and conditions, “Data Protection Laws” means the Data Protection Directive (95/46/EC) as implemented in the appropriate local territories of the European Union (“Member States”) until 25 May 2018 and the General Data Protection Regulation (EU) 2016/679 (“GDPR”) on and from 25 May 2018 (together with laws implementing or supplementing the GDPR in Member States, in each case as amended and superseded from time to time), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the laws, rules, regulations, regulatory guidance, regulatory requirements and codes of practice from time to time, in each case in each jurisdiction where the activities to which these terms and conditions relate are performed.
2. The expressions “Data Controller”, “Data Processor”, “Data Subject”, “Personal Data Breach”, “Process/Processing” and “Supervisory Authority” shall bear the meaning given to them in the Data Protection Laws. “Personal Data” means any personal data, as defined in the Data Protection Laws processed by a party in connection with this Agreement, and includes any personal data disclosed by one party (“Discloser”) to the other party (“Recipient”) in the performance of that party’s rights or obligations under this Agreement, as well as (without limitation) special categories of personal data (as

defined in the GDPR) as well as “Patient Data” (which means all personal data belonging to patients).

Patient Data

3. You and we acknowledge that each will act as a separate and independent Data Controller in relation to the Personal Data they Process pursuant to this Agreement.
4. You and we shall each comply with our respective obligations under the Data Protection Laws, in respect of any Processing of Personal Data.
5. Where acting as a Discloser, each party shall only disclose the Personal Data for one or more defined purposes which are consistent with the terms of these terms and conditions (other than to comply with a requirement of applicable law to which a party is subject); (“Purposes”);
6. Where acting as a Recipient, each party shall comply with applicable Data Protection Laws and, without limitation to the foregoing:
 - i) only Process Personal Data for the Purposes;
 - ii) not Process Personal Data for longer than is necessary to carry out the Purposes (other than to comply with a requirement of applicable law to which the Recipient is subject);
 - iii) at all times have and maintain appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure, taking into account the state of the art, the cost of implementation and the nature, scope, context and Purposes of processing, as well as the risk

of varying likelihood and severity for the freedoms of natural persons; and

- iv) have adequate security programmes and procedures to ensure that only authorised personnel have access to Personal Data and that any persons authorised to have access to Personal Data shall respect and maintain all due confidentiality.
7. Where the Recipient's establishment undertaking the data Processing is located in the EEA, the Recipient shall ensure that any disclosure to:
- i) an entity in the EEA, is compliant with the applicable Data Protection Laws; or
 - ii) an entity outside the EEA, in addition to the above is compliant with the requirements of Articles 44 to 46 of the GDPR;
8. Where there is a transfer of Personal Data to the Recipient's establishment or service provider which is located outside the EEA, the parties shall ensure that any such transfer of Personal Data is governed by:
- i) the provisions of the 'Standard Contractual Clauses (Processors) (as laid down in the Commission Decision 2010/87/EU of 5 February 2010)'; or
 - ii) such other mechanism authorised by Data Protection Laws in the exporting country for example in the case of transfers from within the European Union to a country or scheme (such as the US Privacy Shield) which is approved by the European Commission as ensuring an adequate level of protection or any transfer which falls within a permitted derogation.
9. You acknowledge that we and relevant companies within the Aviva group outsource certain administration services, including but not limited to invoice processing, outside the EEA which may include Processing of Patient Data collated for the purposes of these terms and conditions. Such Processing is transferred outside the EEA in accordance with the Data Protection Laws and this clause 6. You hereby consent to such outsourcing and Processing of Personal Data by the Insurer to the extent that you are a Data Controller, and we shall accept full liability, and shall indemnify you against all liability, in relation thereto.
10. Each party shall immediately notify the other in the event of becoming aware of any Personal Data Breach involving the Personal Data and each party shall co-operate with the other, to the extent reasonably requested, in relation to any notifications to Supervisory Authorities or to Data Subjects which are required following a Personal Data Breach involving the Personal Data.
11. Each party shall co-operate with the other, to the extent reasonably requested, in relation to:
- i) any Data Subject Requests;
 - ii) any other communication from a Data Subject concerning the Processing of their Personal Data; and
 - iii) any communication from a Supervisory Authority concerning the Processing of Personal Data, or compliance with the Data Protection Laws.
12. Where you have gathered Patient Data, you agree to make available to us such of that Patient Data as we require in order to exercise our rights and meet our obligations under these terms and conditions, including information required by us to assess and process your invoices.

13. You shall share with us details of your policies in terms of collecting necessary consents for the sharing of Patient Data with us. You shall ensure the patient has consented to the sharing of Patient Data with us before any treatment is administered.

14. In situations where Patient Data is collected by you, you shall ensure that you provide fair processing notices to Patients, informing them that their Personal Data shall be disclosed to the Recipient for the Purposes and that the Patient consents to the Patient Data being transferred to us for the Purposes. You shall inform us immediately in writing if a patient withdraws or does not provide his/her consent to the sharing of Patient Data and in such circumstances you will explain to the patient that this means that the patient will have to self fund their Treatment in its entirety.

15. Breach of this section 6 (Data Protection) shall be construed as a material breach incapable of rectification for the purpose of section 7 (Ending your Registered Provider Status).

Your Data

16. We are a Data Controller in relation to any of your personal data which you provide to us in connection with these terms and conditions. In processing your personal data we will comply with our obligations under the Data Protection Laws.

17. In order to promote your practice for open referrals and to advise Patients whether or not you adhere to the Aviva Fee Schedule, we may make publicly available details of your Aviva status and private practice details including:

- Your name
- Your Aviva recognition status and fee schedule adherence

- Your speciality and sub-speciality capabilities
- Your hospital practice rights/admission rights
- Appointment booking contact details
- Consultation and treatment information.

18. We may share the anonymised data of Aviva recognised specialists collected by us in connection with these terms and conditions within the Aviva Group with hospital groups and third parties who provide services to us for our legitimate business interests; namely for negotiation with hospitals, quality assurance and clinical governance purposes in addition to the facilitation and management of claims made by our customer under their private medical insurance policy or scheme. This data will not be aggregated and we therefore cannot guarantee that you may not be identifiable by such third parties.

19. We may also report non-anonymised details of your fee adherence to hospitals and third parties including but not limited to the Private Healthcare Information Network (PHIN).

20. You may object to such processing of your personal data; however, this may mean that we have to withdraw your recognition as an Aviva recognised provider.

21. We will also use your personal data for the purpose of carrying out our right to audit as detailed in clause 4.10.

22. Without prejudice to clause 6.21 above, by applying for Aviva recognised provider status you agree that we will receive information containing your personal data from hospitals and other treatment providers relating to patient experience and treatment outcomes

under your practice. You may withdraw your consent to such processing by contacting us as set out in clause 6.23 below; however, we may have to withdraw your Aviva recognised provider status due to the resulting restriction on the scope of our right to audit for the purposes of clinical governance and customer protection. **If you do not agree to us receiving this information you should not continue with your application for Aviva recognised provider status.**

23. If you have any questions relating to how Aviva uses your personal data you should contact dataprt@aviva.com

Ending your registered provider status

1. AVIVA'S RIGHT TO TERMINATE

We reserve the right, at any time, without reason, to withdraw your recognition as an Aviva recognised provider.

We reserve the right to change the registration procedure or terminate discussions without prior notice and at any time prior to the formation of any agreement relating to the process.

In the event of a material breach by you of these terms and conditions which we believe to be incapable of rectification, we reserve the right to immediately terminate or suspend your registered provider status. In the event of a material breach by you which we believe to be capable of being remedied per our written instructions but which you do not remedy within 30 days of the date of such instructions, we may also end your recognised provider status with immediate effect.

Where we feel that there are issues including regarding the safety and treatment of patients, indications of fraud, or failure to adhere to any contract terms, we may end your Aviva Health recognition immediately on the provision of notice, or suspend it, or apply additional conditions if we feel that it is appropriate. In any other case we shall provide 30 days notice of any change to, or the end of, recognition (which may be given at our discretion).

Please note that when your status as an Aviva recognised provider ends, or is suspended, you will cease to be eligible for funding from us for any treatment of Patients. From the date that your Aviva recognition ends, this agreement will also terminate.

2. YOUR RIGHT TO TERMINATE

You may request to end your registered provider status with us at any time by notifying us in writing on 30 days' notice that you no longer wish to be recognised by Aviva.

3. TREATMENT OF PATIENTS POST TERMINATION

If a Patient is receiving treatment on the date this agreement ends or is suspended, you agree you will, at our election, either:

- notify us and stop treating the Patient immediately and arrange for the safe transfer of the Patient to another suitable Aviva recognised provider of their choice. Or
- continue to provide such treatment as in the best interests of the patient, until the earlier of completion of the Patient's treatment (which shall be up to 3 months of treatment or longer if required by the Patient) or the Patient's safe transfer to another Aviva recognised provider of their choice;

You shall be entitled to invoice us for treatment you provide in accordance with this section 7.3 on the basis of these terms.

General

1. QUESTIONS PRIOR TO REGISTRATION SUBMISSION

You are able to ask questions to Aviva prior to submitting the registration document and are advised that all communication with Aviva in respect of this registration must only be directed to the contact(s) below and to no one else, unless agreed in writing by the contact below first:

Contact: Specialist Registration Team
Email: hcreg@aviva.co.uk

All requests for registration must be submitted through the PPR on the following link.
www.theppr.org.uk

2. AMENDMENTS TO EMPLOYMENT OR PERSONAL DETAILS

All amendments to your details must be submitted through the PPR through the following link www.theppr.org.uk

3. AMENDMENTS TO TERMS AND CONDITIONS

Aviva reserves the right to amend, add to or remove from these terms and conditions at anytime. We will endeavour to give you notice of any changes that are materially adverse to you, but we strongly advise that you regularly check these terms and conditions for any changes. If you feel you are unhappy with these changes, then you may ask us to withdraw your Aviva registered provider status as set out in section 6 above.

4. INTELLECTUAL PROPERTY

None of the Intellectual Property Rights in Aviva's trademarks and brands shall be used by you for any purpose without Aviva's prior written consent. Both of us acknowledges that all intellectual property rights owned by the other and its group shall remain with and vest in the other or its affiliates.

Breach of this section 8.4 shall be construed as a material breach incapable of rectification for the purpose of section 7 (Ending your Registered Provider Status).

5. EXCLUSIVITY

Nothing in these terms and conditions shall be deemed to constitute a legal partnership or joint venture between us nor constitute of us as the agent of the other for any purpose. These terms and conditions do not create nor shall it in any circumstances be taken as having created an exclusive relationship between us.

6. ANTI-BRIBERY AND ANTI-CORRUPTION COMPLIANCE

You must:

- comply with all Applicable Laws and Regulatory Requirements, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");
- not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- have and shall maintain in place throughout the term of these terms and conditions your own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the relevant requirements and this clause, and will enforce them where appropriate;
- promptly report to the us any request or demand made to you for any undue financial or other advantage of any kind received in connection with the performance of these terms and conditions and in this Clause a reference to a you shall be deemed to include a reference to that your officers, employees and associates

- immediately notify us (in writing) if a foreign public official becomes your officer or employee or acquires a direct or indirect interest in you. Both of us warrant that we have no foreign public officials as officers, employees or direct or indirect owners at the date of these terms and conditions.

Breach of this section 8.6 shall be construed as a material breach incapable of rectification for the purpose of section 7 (Ending your Registered Provider Status).

7. CLINICAL NEGLIGENCE

You or the relevant treating clinician shall be liable to patients for any personal injury, loss or damage incurred by the patient as a result of treatment by you (or the relevant treating clinician). Aviva accepts no liability for any claims arising out of negligent or inappropriate treatment, and you shall indemnify us against any losses we may suffer arising out of or in connection with such negligent and appropriate treatment.

8. ENTIRE AGREEMENT

These terms and conditions, together with the documents referred to in it, constitute the entire agreement and understanding between us in respect of the matters dealt with in them and supersedes any previous agreement between us relating to such matters.

Both of us acknowledges and agrees that in entering into these terms and conditions, and the documents referred to in it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to these terms and conditions or not) other than as expressly set out in these terms and

conditions as a warranty. Nothing in this section limits or excludes any liability for fraud or fraudulent misrepresentations.

9. THIRD PARTY RIGHTS

A person who is not a party to these terms and conditions shall have no rights pursuant to the Contracts (Rights of Third Parties Act) 1999 ("Act") to enforce any terms under these terms and conditions. Any right or remedy of a third party which exists, or is available apart from the Act, shall not be affected. Both of us may amend or rescind these terms and conditions without reference to, or the consent of, any third party person who is not a party to these terms and conditions.

10. GOVERNING LAW

These terms and conditions, any non contractual obligations arising out of or in connection with these terms and conditions and the relationship between the Parties, shall be governed by and interpreted in accordance with the laws of England and Wales.

Each Party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with these terms and conditions.

Aviva Health UK Limited. Registered in England Number 2464270. Registered Office 8 Surrey Street Norwich NR1 3NG.
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