Hospital and Clinic Registration

Terms and conditions

AVIVA

Contents

1. 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, if not already fully registered with Aviva or you have been requested to re-register, complete all applicable parts of the registration form. Your registration will be reviewed by the Hospital Registration team and if you are successful you will be notified via email. It is therefore essential that a valid email address is supplied by you.

If newly registering or you have been asked to re-register, please note that you will also need to refer to/complete our;

Hospital RFI Appendix 1 Mutual NDA

Hospital RFI Appendix 2

Hospital RFI Appendix 3 Treatment & Consultant Listing

Hospital RFI (guidance notes)

Upon returning the above completed registration documents, please also include your proposed tariff of fees. All of which shall form part of these terms and conditions.

2. 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.

3. 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.

2. Fees

You agree to charge in accordance with the tariff of fees that you have agreed with Aviva.

If you would like to request an uplift in the agreed tariff of fees you must contact Aviva in writing no less than 30 days prior to the renewal of the existing agreement. If contact is made less than 30 days prior to the renewal, the existing agreed tariff of fees will remain in force until such time as the uplift is agreed and implemented by both parties. Aviva reserves the right not to backdate any new tariff of fee agreement.

Experimental procedures

Developments in medical practice mean that on occasion treating clinicians may wish to perform procedures that are deemed by Aviva to be experimental. In these situations we ask you to contact our Hospital Contracts Team on either 0800 015 7351 or hospitals@aviva.co.uk for advice, prior to the treatment being performed and a minimum of 7 working days prior to treatment.

Medical evidence

You agree to promptly provide such information as reasonable required by us from time to time e.g. full anaesthetic and theatre records or medical reports when requested. Payment may be delayed or withheld if not received.

3. Billing

All invoices must be submitted electronically. The costs of electronic invoicing shall be borne by you. You must first register on Aviva's supplier portal and then be approved via Aviva's selected e-procurement partner prior to commencing any services. 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 performed at your facility. To ensure smooth billing we will either require your service code to ISC mapping or alternatively the list of Healthcode Industry Standard Codes that you will be billing to ensure the correct payment is made by Aviva.

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.

Fully Inclusive Surgical Package Pricing

Means all Charges for each CCSD surgical Procedure performed will be charged within one invoice and one line within the invoice.

The price is fully inclusive of:

- All accommodation costs.
- All nursing and equipment Charges.
- All Theatre Charges
- All Prosthesis and consumable Charges.
- All pathology and histology Charges.

- All drugs.
- All ancillary Charges.
- All post-operative care (dressing changes, wound checks etc).
- All post-operative physiotherapy.

MRI and CT Scans

Hospitals are required to continue with as-is coding to show the source scan type (Service Code) in the bill submission to Healthcode and bill based on the rules below and agreed charges.

Outpatient MRI Scan charging rules:

The MRI scanning rules below outline what constitutes a 1,2,3,4- part scan for billing. Billing for any imaging test will without exception include all charges for contrast and other consumables, technicians, movement, repositioning, reporting, and any other charges incurred by the facility in the provision of such imaging test.

Scans

MRI Scan - 1 body part

Imaging of the head/head and neck, chest, breast, liver, abdomen and/or pelvis, spine, or any individual limb.

Any Cardiac MRI

Any angiographic study

Any other types of imaging not listed in Two, Three or Four Part scan or MRA Scans.

Where the location(s) of the scan(s) are not clearly provided on the invoice.

MRI Scan - 2 body parts

Imaging of two of: the head/head and neck, chest, abdomen and/or pelvis, spine, or any individual limb.

MRI Scan - 3 body parts

Imaging of three of: the head/head and neck, chest, abdomen and/or pelvis, spine, or any individual limb.

MRI Scan - 3 body parts

Imaging of four of: the head/head and neck, chest, abdomen and/or pelvis, spine, or any individual limb.

fMRI (functional MRI)

Magnetic resonance cholangiopancreatography (MRCP)

MRI - Arthrogram

MRI Defaecating Proctogram

MRI Enteroclysis

MRI of prostate - Multiparametric

MRI - Neurography

Upright MRI scan of one spinal area in flexion and extension

Magnetic Resonance Angiography (MRA) - 1 body part

See above definition of 1 body part

Magnetic Resonance Angiography (MRA) - 2 body part

See above definition of 2 body parts

Magnetic Resonance Angiography (MRA) - 3 body parts

See above definition of 3 body parts

Outpatient CT Scan charging rules:

Hospitals are required to continue with as-is coding to show the source scan type (Service Code) in the bill submission to Healthcode and bill based on the rules below and agreed charges.

The CT scanning rules below outline what constitutes a 1, 2, 3, 4-part scan for billing. Billing for any imaging test will without exception include all charges for contrast and other consumables, technicians, movement, repositioning, reporting, and any other charges incurred by the facility in the provision of such imaging test.

CT Scan - 1 body part

Imaging of the head/head and neck, chest, breast, liver, abdomen and/or pelvis, spine, or any individual limb.

Any Cardiac CT

Any angiographic study

Any other types of imaging not listed in Two, Three or Four Part scan or in complex scans.

Where the location(s) of the scan(s) are not clearly provided on the invoice.

CT Scan - 2 body parts

Imaging of two of: Imaging of the head/head and neck, chest, breast, liver, abdomen and/or pelvis, spine of any individual limb.

CT Scan - 3 body parts

Imaging of three of: Imaging of the head/head and neck, chest, breast, liver, abdomen and/or pelvis, spine, or any individual limb.

CT Scan - 4 or more body parts

Imaging of four of: Imaging of the head/head and neck, chest, breast, liver, abdomen and/or pelvis, spine or any individual limb.

CT Arthrogram (Inc Injection Into Joint and Diagnostic Scan)

CT Urogram

CT Enterography

CT Enteroclysis

CT Scan Spine

CT Pneumocolon/Colongraphy

CT Cone Beam Scan

CT Coronary Angiography (CTCA)

CT Angiography (CTA) - 1 body part

CT Angiography (CTA) - 2 body parts

CT Angiography (CTA) - 3 body parts

CT Aortogram

CT/MRI Fusion

1. Radiology will always be reviewed and interpreted by a consultant radiologist.
2. Where the location(s) of the scan(s) are not clearly provided on the invoice, this will be billed as a single part.
3. Unless there is a clear clinical rationale that could explain why imaging cannot happen simultaneously and this is provided in advance by the Hospital, in respect of any cross sectional or imaging occurring within the same 10 day period, only the lowest cost imaging item billed will be deemed eligible.
4. Repeat scans required due to technical reasons will not be payable neither will part complete nor aborted scans.

Multiple procedures

For multiple procedures when performed in a theatre setting, where a separate CCSD code exists to the main procedure and where the additional procedure is not an integral part of the first the following calculations for charges is applicable:

- 100% of theatre fee for main procedure
- 50% of total theatre charges for second procedure where a separate CCSD code exists and where the additional procedure is not an integral part of the first.
- 0% of total theatre charges for third and subsequent procedures will be applied.

There will be no additional charges for theatre consumables

For multiple procedures when performed outside of a theatre setting, i,e, out-patient room or radiology setting, where a separate CCSD code exists to the main procedure and where the additional procedure is not an integral part of the first, the following calculations for charges is applicable:

- 100% of the main procedure fee.
- 50% of the second procedure fee where a separate CCSD code exists and where the additional procedure is not an integral part of the first.
- 0% of the third and subsequent procedures will be applied.

Prosthesis, consumables, drugs

Aviva will not pay for any consumable under £200 as this is not considered as high value.

Prosthesis and high value consumables are payable at the manufacturers list price plus VAT on the list price plus 5% mark up on the list price.

A High Cost Drug is an individual drug where the total daily administration cost exceeds the Daily Drugs and Dressing Tariff within the Tariff Table or £50 per dose per patient per day, whichever is less.

Subject to the following paragraph, high value drugs are payable against the BNF online price plus VAT on the BNF plus 5% mark up on the BNF. For any tablets, mark up is applied per pack NOT per tablet, for vials mark up will be applied to the most appropriately sized vial based on the quantity the patient required.

Chemotherapy

Chemotherapy is usually given to patients as an individually calculated dose based on their body surface area or weight. Dose banding means that doses will be grouped into discrete bands that lie within 5–10% of a patient's calculated dose. The insurer expects dose banding to apply in all cases where appropriate.

IV drugs which require aseptic reconstitution will be charged per drug.

[hospital name] will charge the generic drug manufacturer price (plus VAT and mark-up as applicable) as soon as it is available until such time that the BNF price is published. Where bio-similar drugs are available, the Provider will mandate the use of the Biosimilar [hospital name] will charge in line with any market discounts available.

The Hospital must source and charge Drugs in the most cost-efficient way, including the use of generic alternatives and biosimilars where available.

The mechanism for charging will be the lower of

(i) the VAT exclusive cost price or

(ii) the British National Formulary (BNF) non-proprietary price.

For any tablets, mark up is applied per pack NOT per tablet, for vials mark up will be applied to the most appropriately sized vial based on the quantity the patient required.

The Charges for any drugs shall include dispensing and any reconstitution or other preparation required.

The Hospital shall not be able to charge the Member or the Insurer for any other drugs in connection with any Treatment unless Pre-Authorised. Drugs will be supplied appropriately and line with clinical and NICE, ASCO, ESMO guidelines for dispensing and delivery. The Insurers may review any instances where a drug is dispensed and not consumed on a case by case basis.

For the avoidance of doubt, all VAT will be deemed to be recoverable unless clearly evidenced otherwise and the Insurer reserves the right to institute an audit by a third party to verify any claims of VAT being irrecoverable or to ensure drugs dispensed in line with the prescription and licence indications.

For drugs where the cost of one treatment is in excess of £50,000 per admission and or cycle of treatment, no mark-up will apply.

Details of items charged should be listed separately on invoices including the drug name and confirmation of the number of units used.

Drugs must be dispensed at the most appropriate and cost effective vial or dosage size and according to Patient need.

Drugs must be dispensed appropriately for Patient need. If drugs are wasted because the Patient's condition had changed from dispensing to delivery, these will be reviewed on a case by case basis. Aviva reserves the right to refuse payment of inappropriately dispensed drugs. In

such circumstances the Provider may not charge the Patient for any such drugs (or part thereof) or dispensing charges.

Reimbursement for Ondansetron/Zofran is only available where the drug is used in conjunction with an admission for chemotherapy. Reimbursement will not be made where the drug is used in association with a surgical Treatment.

Aviva may not provide cover for the Treatment of conditions using unlicensed drugs or the use of drugs outside of the terms of their license. For the avoidance of doubt the Provider will not charge the Member for any unlicensed drugs or drugs used outside of the terms of their license.

All charges relating to therapies, including inter alia, physiotherapy, speech therapy and occupational therapy will be fully inclusive of all associated related medical consumables and drugs.

Pre-authorisation is required from Aviva where a course of treatment (or a clinical pathway) is proposed which entails either (i) a combination of high value drugs which will cost in excess of £100,000; or (ii) any individual drug which will cost in excess of £100,000.

Radiotherapy

Radiotherapy planning covers all care pertaining to the planning for delivery of radiotherapy treatment. It is inclusive of all care and resources required to undertake care, save eligible costs for consultants payable to them under the terms of our agreement with them, which includes but is not limited to the following elements:

All preparatory imagining including CT scanning, MRI, PET, and nuclear imaging.

Fiducial markers, moulds and masks

Motion management techniques, irrespective of the equipment used.

Heart sparing techniques e.g. deep inspiration breath hold

Spacers, including biodegradable hydrogel spacers

All consumables All dosimetry and planning preparation time

All planning verification, simulation, and associated quality assurance and patient specific quality assurance

All associated administration costs

All Radiographer costs

Radiotherapy treatment refers to the delivery of radiation to a patient for therapeutic purposes and covers all care and costs incurred required to provide care, save eligible costs for consultants payable to them under the terms of our agreement with them, including but not limited to:

Imaging and image-guidance

All supportive imaging techniques e,g, cone beam

CTSurface guided technologies

All consumables associated with treatment

Deep and shallow inspiration techniques

Adaptive techniques

Image-guided radiotherapy (IGRT)

Radiotherapy per fraction should be billed as singular fractions, multiplied by the appropriate units for the total amount of Treatment. Unless otherwise explicitly stated and agreed by both parties, these are fully inclusive of all Hospital charges. No additional charges can be made to [INSURER] or the Patient. Radiotherapy planning can only be billed once per patient per course of radiotherapy irrespective of the number of lesions/areas being treated. Radiotherapy packages, unless otherwise stated, are fully inclusive of all Hospital charges. Including but not exhaustive of all planning, imaging, verification, treatment and associated incidental costs. No additional charges can be made to [INSURER] or the Patient. For example, total body radiation will be included in the fee for match unrelated donor peripheral blood stem cell transplants. Radiotherapy packages where treatment is aborted will be charged with a discount relating to 80% of the cost of the incomplete fractions as a proportion of the total expected fractions.

Radiotherapy packages will only be charged when four or more fractions are planned. In other cases, fractions will be billed. Only one radiotherapy package can be billed per period of radiotherapy, and no additional fractions can be billed separately. Where multiple concurrent treatments across different packages are undertaken, the most expensive package is payable in full, and the second most expensive package is payable at 20% of the rate of the first. No third or subsequent concurrent packages of care will be payable. Only one radiotherapy fraction can be billed per patient per day. Patients must not be brought in on different days for the purpose of additional billing where they could reasonably be treated in one session. All radiotherapy activity is to be billed using recognised CCSD codes, as per the above definitions and inclusions, except where a pre-defined package of care has been agreed. The clinical supervision of radiotherapy planning and delivery by a consultant shall be billed separately to hospital procedure reimbursement using the Consultant schedule of procedures and associated guidelines.

Chemotherapy

Chemotherapy Accommodation is inclusive of, but not limited to

- all oncology supplements
- cannulation
- phlebotomy
- flushing of lines; long line; PICC line, mid line, CVC line (central venous catheter)
- administration of all chemotherapies, including: cytotoxic bolus, cytotoxic complex, cytotoxic dispensing, cytotoxic reconstitution, cytotoxic administration, dispensing fees, administration of all IV medications including TPN (total parental nutrition) and the administration of blood products.

Oncology nursing, charges for oncology nursing/ oncology specific care is incorporated into the accommodation charge.

Clinical nurse specialists ie. breast care, stoma care, can be billed on top of the accommodation.

Inclusions

You shall not charge either Aviva or the policyholders for any of the following which shall be deemed inclusive within the fees for other treatments. The Provider shall ensure that these are not invoiced to Aviva:

- Accommodation where the patient is not occupying a room (e.g. when the patient is accommodated in ICU, ITU or HDU). This inclusion relates to normal accommodation charges (i.e. day case bed). We would not expect to be billed for accommodation on top of the ITU or CCU charges.
- Additional therapists' charges (these are to be included in the session cost)
- Admission packs
- Agency or delivery charges
- Blood gases (If on critical care ward, i.e. ITU/ HDU/CCU)
- Blood pressure check
- Bladder scan (as an in and day patient)
- Cannula insertion
- CCOT (Critical Care Outreach Team) Level 1-3 (some exceptions may apply to oncology cases subject to prior approval)
- Cosmetic injections
- Disconnection of pumps and flushes (as an in and day patient)
- Domiciliary visits
- Dressing of wound (small, medium, large, extra large)
- Drain removals (as an in and day patient)
- Drugs to take away (TTOs) (with the exception of oncology members ongoing active chemotherapy treatment)
- Early admission/late discharge
- Health check-ups or vaccinations

- High value consumables under £200
- Intensivist fees
- Intrauterine contraceptive device
- Laparoscopic and/or robotic supplements
- Medical gases, i.e. oxygen
- Medical screening (to include but not exhaustive MRSA screening, MDR screening etc)
- Missed appointment fees
- Multi-disciplinary team meetings (MDTs)
- Non-consultant lead second opinions
- On-call/out-of-hours call outs
- Other special equipment hire
- Out-patient treatment charges as part of an in-patient or day-patient treatment charge
- Pacemaker check (only chargeable if there is no fully inclusive cardiac package agreed, if packages have been agreed then this cost should be included in this charge)
- Patient controlled analgesia
- Perfusionist fees
- Phlebotomy/venesection charges
- Pre-admission checks undertaken as part of your preparation to check that the member is fit to undergo surgery and anaesthesia (this can include the height and weight of the patient and any medical questionnaires)
- Pre-admission tests, including blood tests, ECGs, chest x-rays and pathology tests where both parties agree to work together to incorporate these into their packaged charges where a relevant package price is agreed. (We would expect the charge for these tests to be included within the total cost of care). Only chargeable if no agreed package prices. Please refer to NICE Guidelines for more information.
- Recovery fees (costs incorporated in theatre charges)
- Removal of plaster cast (as an in or day patient)
- Resident medical and surgical officer services (RMO charges) and Junior Doctor services
- Routine medical examinations (e.g. sight tests)
- Special equipment relating to prostheses - if single use equipment, high cost consumables process should be used - for non-single use items Aviva will not pay
- Special equipment hire (e.g. hire of special beds) where this equipment is required during the period of hospital treatment
- Special nursing - (some exceptions may apply to oncology cases subject to prior approval)
- Suture removal (as an in or day patient)
- Telemetry
- Theatre packs (other than those included in standard theatre charges)
- Urinary catheter insertion
- Urine dipstick
- Use of an outpatient room - as per the CMA ruling hospitals are to publish their consulting room charges that are chargeable to the Consultants. Aviva have incorporated this remuneration into the maximum Consultation fee we reimburse to the Consultant, therefore we will not also pay it to you
- Vac pump daily rental (in and day patients) - outpatient treatment to be pre-authorised by Aviva Claims department
- Vac pump consumables (in and day patients) - outpatient treatment to be pre-authorised by Aviva Claims department
- Where a fully inclusive package exists, no other charges can be made, unless the charge being made is not an integral part of the procedure being performed

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 Aviva patients

Reimbursement for treatment for Aviva patients will be up to the agreed tariff of fees. By agreeing to adhere to the agreed tariff of fees you agree not to charge additional payments for that treatment or procedure to the patient. Should you wish to charge above the agreed tariff of fees for any procedure or treatment, please advise us as it is important that our customers are advised in advance of any likely shortfall. Please also note, that if a customer is unwilling to accept an additional short-fall, we will advise them of an alternative provider

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 any treatment they are responsible for funding; 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.

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 Registration or to a Bank Account advised to us via the automated banking system following a change in bank details. 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.

Aviva will pay all received and undisputed invoices within 45 days of receipt.

4. Quality and service standards

1. Clinical Standards

You shall provide the services in accordance with good clinical practice and the quality standards as set out in this section.

You acknowledge that maintenance of clinical standards are paramount. Aviva expects that you will conduct all activities with appropriate levels of skill and diligence to ensure that patients receive care that is safe, effective and tailored to their needs. In delivering this service it is expected that full regard will be paid to external standards and recommendations set by legislation, regulation and professional bodies.

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

2. Insurance

You agree to hold medical and professional indemnity insurance from an established and reputable organisation, with a level of cover sufficient to insure you in respect of your liabilities under these terms and conditions. You agree to provide evidence of this promptly on request by Aviva.

3. Professional registration

You must ensure that full and current registration compliance with CQC is attained and maintained, demonstrating all relevant policies, procedures and processes evidence Aviva's clinical governance requirements in full. These may include (but are 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.

You must ensure that Specialists and Practitioners treating Aviva members have evidence of current and unrestricted 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, or ensure that Specialists and Practitioners practising in your facilities 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 or any of your treating practitioners in connection with your/their profession;
- any criminal convictions incurred by treating practitioners;
- any suspension or dismissal from the NHS of treating practitioners; or
- any change of practising privileges at an independent hospital/facility.

4. 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 incidence 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, we reserve the right to withdraw your recognition as an Aviva recognised healthcare provider if you or any of your staff, agents or treating clinicians 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.

5. Request for information

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

6. 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 your 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.

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

5. Disputes

If there is any disagreement between us, in the first instance, you agree to discuss the dispute with the Aviva Hospital Contracts team on 0800 015 7351 or to raise your concerns by sending an email to hospitals@aviva.com. If you are unable to resolve your dispute within 10 business days of it being referred to the Aviva Hospital Contracts 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.

6. 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).
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 (or this is done on your behalf), 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 or on behalf of you, you shall ensure that patients are provided with fair processing notices, 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.

7. Ending your registered provider status

1. Aviva's right to terminate

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

Aviva reserves 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.

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. If the former, you shall be entitled to invoice us for that treatment based on the basis of these terms; 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.

8. General

1. Amendments to your details

All amendments to your details must be submitted through hospitals@aviva.com

2. Amendments to terms and conditions

Aviva reserves the right to amend, add to or remove from these terms and conditions at anytime and you agree to be bound by such changes. We will endeavour to give you notice of any changes that are materially adverse to you. You may find the most up to date version online at www.aviva.co.uk/hospital-zone and we would advise you to check these regularly. If you feel you are unhappy with any changes to the terms and conditions, then you may ask us to withdraw your Aviva registered provider status as set out above.

3. Intellectual property

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

4. Exclusivity

Nothing in these terms and conditions shall be deemed to constitute a legal partnership or joint venture between us nor constitute either 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. There are no guaranteed volumes or levels of work.

5. Corporate social responsibility

You shall ensure that in connection with the conduct of activities pursuant to these terms and conditions:

- it fully complies with or is in the process of complying with the international workplace health and safety standard SA8000, published by Social Accountability International and national health and safety standards;
- it has in place a diversity strategy which it applies to all its employees within all its organisations and that it complies with all current equality and anti-discrimination laws and will not discriminate or permit discrimination against any individual or group within its organisation on the grounds of protected characteristics including but not limited to disability, age, sex, sexual orientation, race, colour, national origin or religion in any manner;
- it complies with the provisions of the International Labour Organisations core standards and the provisions of the United Nations Universal Declaration of Human Rights in respect to both its employees and its Service Providers;
- both your business and all of it's staff demonstrate a set of environmental standards with a commitment to environmentally sustainable working practices and materials, and in addition to complying with all relevant environmental standards maintained by the International Standards Organisation and other specific national standards;
- any third parties, agents and contractors employed by you in respect of these terms and conditions will where possible comply with the ethical standards set out within the same.

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 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.

7. 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 there 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.

8. 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 other than other companies within the same group of companies as Aviva. 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.

9. Clinical negligence

You 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 Aviva against any losses it may suffer arising out of or in connection with such negligent or inappropriate treatment.

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.

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How to contact us

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aviva.co.uk

www.aviva.co.uk/health

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