

# Consultants

## Terms and Conditions

2024

## Terms and Conditions for Payments to Consultants for Medical Services Provided to Irish Life Health Members

(“Terms and Conditions”) from 14 June 2024

### 1 Definitions

**1.1** In these Terms and Conditions and in the Schedules unless the context otherwise requires or unless otherwise specified the following definitions will apply:

**Acceptance Form** means the form attached at Schedule 1 of these Terms and Conditions.

**Agreed Rate** means the Participating Rate or the Standard Rate as appropriate.

**Business Day(s)** means a day other than a Saturday, Sunday or public holiday in Ireland when banks in Dublin are open for business.

**Claim** means the submission, by a medical facility, of a Claims Form, invoices and any other supporting documentation to ILH, in accordance with the requirements which are set out in clauses 22 and 23 of the General Ground Rules in the Schedule of Benefits, for the purpose of seeking payment for the health care providers who/that have provided medical services to a Member, and which includes Consultants’ invoices. Similar words shall have the same meaning.

**Claims Form** means the standard ILH form which ILH requires health care providers to complete and submit to ILH in order to seek direct payment for providing medical services to Members.

**Claim Records** means all relevant documents, information and records relating to a Claim.

**Consultant** means a medical practitioner who:

- a) is engaged in hospital practice;
- b) holds all necessary qualifications to act as a consultant in the Republic of Ireland;
- c) by reason of their training and experience in a designated specialty (including appropriate specialist training) is consulted by other registered medical practitioners and undertakes full clinical responsibility for patients in their care, or that aspect of care on which they have been consulted;
- d) holds a current full registration as a specialist with the Medical Council of Ireland and is listed on the Specialist Division of the Register of Medical Practitioners;
- e) is Registered with ILH;
- f) has completed their continuing professional development requirements.

**Consultant Contract 1997** means the standard employment contract entered into between Consultants and the HSE prior to the use of the Consultants Contract 2008 and which is known as a Buckley Consultants Contract 1997.

**Consultant Contract 2008** means the employment contract between a Consultant and the HSE or a Consultant and a voluntary hospital, as replaced or amended from time to time.

**Consultant Type A** means a Consultant who is a party to a Consultants Contract 2008 which is designated as a Type A contract.

**Consultant Type B** means a Consultant who is a party to a Consultants Contract 2008 which is designated as a Type B contract.

**Consultant Type B\*** means a Consultant who is a party to a Consultants Contract 2008 which is designated as a Type B\* contract.

**Consultant Type C** means a Consultant who is a party to a Consultants Contract 2008 which is designated as a Type C contract.

**Consultant Type Public Only Consultant 2023 (POCC23)** means “the 2023 consultants’ contract” approved by the Department of Health for use with effect from March 2023 as contracts for the employment of consultants in the public health service

**Consultant Category I** means a Consultant who is a party to a Buckley Consultants Contract 1997 which is designated as a category I contract.

**Consultant Category 2** means a Consultant who is a party to a Buckley Consultants Contract 1997 which is designated as a category 2 contract.

**Consultant Full Time Private** means a Consultant who not subject to the above categories and practices as a fully private consultant, treating private patients only, in a private hospital.

**Data Protection Legislation** means any laws applicable to the Parties in relation to the Processing of the Relevant Personal Data under this agreement, including:

- a) the European Communities (Electronic Communications Networks and Services) Regulations 2011;
- b) the General Data Protection Regulation (Regulation (EU) 2016/ 679 of the European Parliament and the Council of 27 April 2016) (the “GDPR”);
- c) the Data Protection Acts 1988 to 2018, and
- d) any mandatory guidance and/ or codes of practice issues by the Data Protection Commissioner or other relevant Supervisory Authority, including the European Data Protection Board.

**Data Security Breach** means the accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to Personal Data.

**Direct Settlement** means the process whereby a Member’s health insurance Claim is submitted to ILH by the Member’s health care provider on behalf of the Member and consequently such Claim is paid by ILH directly to the health care provider.

**Excepted Treatment** means procedure 2206 (Vaginal delivery) and gender reassignment procedures, as set out on the Schedule of Benefits.

**General Ground Rules** mean the ground rules published yearly by ILH, which are available on the ILH website.

**Health Insurance Contract** has the meaning assigned to it in the Health Insurance Act 1994 as amended.

**HSE** means the Health Service Executive.

**ILH** means Irish Life Health Designated Activity Company.

**Lawful Purposes** means those purposes set out in clause 7.3 of these Terms and Conditions.

**Medically Necessary** means medical care which is prescribed by a Consultant, GP, dentist, oral surgeon or periodontist, and which, in the opinion of our medical advisors, is generally accepted as appropriate with regard to good standards of medical practice and:

- a) is consistent with the Member's symptoms or diagnosis or treatment;
- b) is necessary for such a diagnosis or treatment;
- c) is not provided primarily for the convenience of the Member, the medical facility or health care provider or at the request of the Member;
- d) is furnished at the most appropriate level, which can be safely and effectively provided to the Member;
- e) is for procedures and investigations that are medically proven and appropriate;
- f) does not include extended convalescence or palliative care.

**Member** means a person insured under a Health Insurance Contract underwritten by ILH.

**Participating Consultant** means a Consultant who has notified ILH that they wish to be a participating consultant in accordance with clause 2.3 or is deemed to have done so in accordance with clause 2.5.

**Participating Rate** means the sum a Participating Consultant shall charge Members, in respect of their professional fees for providing Treatment to such Members, and which ILH shall pay directly to Participating Consultant, to fully indemnify the Member for such charges, where such charges are covered under the Member's Health Insurance Contract. The Participating Rate in respect of each Treatment is set out in the Schedule of Benefits. Private rooms technical fees as outlined in the Private Rooms Fee Schedule are intended to cover any technical charges arising for patients being treated in Consultant rooms. Acceptance of these fees are full and final settlement of any technical charges arising for the procedure.

**Party** means the Consultant or ILH and Parties shall mean the Consultant and ILH.

**Payment** means the payment of the Agreed Rate by ILH to the Consultant.

**Private Hospital** means a private medical facility as listed in the ILH Members Handbooks.

**Registered with ILH** (and similar words) mean the Consultant has provided ILH with the following:

- a) Their curriculum vitae.
- b) Copies of any contracts and/or agreements, and/or evidence of any arrangements, governing their ability to practice medicine and/or where they can practice medicine.
- c) Confirmation of public contract type and date of appointment.
- d) Proof of their registration as a specialist with the Medical Council of Ireland and inclusion on the Specialist Division of the Register of Medical Practitioners.
- e) Their bank account details.
- f) Their Taxation reference number.

**Relevant Personal Data** means the Personal Data and any Special Categories of Personal Data as listed in Schedule 2.

**Schedule of Benefits** means the ILH Schedule of Benefits for Professional Fees 2024.

**Special Categories of Personal Data** has the meaning set out in the Data Protection Legislation.

**Specialist Division of the Register of Medical Practitioners** means the specialist registrar maintained by the Medical Council of Ireland.

**Standard Rate** means the sum ILH shall pay directly to a Standard Rate Consultant to partially indemnify a Member who has received Treatment from the Standard Rate Consultant where the Standard Rate Consultant's professional fees are covered under the Member's Health Insurance Contract. The Standard Rate in respect of each Treatment is set out in the Schedule of Benefits.

**Standard Rate Consultant** means a Consultant who has notified ILH that he/she wishes to be a Standard Rate Consultant in accordance with clause 2.3 or is deemed to have done so in accordance with clause 2.5.

**Surgery and Procedure Ground Rules** mean the surgical ground rules published yearly by ILH, which are available on the ILH website.

**Transition Period** means the transitional periods, set out in the POCC23 contract, that apply to consultants who prior to accepting the POCC23 contract were employed by the HSE under a permanent contract of employment. Transition periods do not apply to consultants who were not employed by the HSE under a permanent contract of employment prior to accepting the POCC23. If the POCC23 contract is made on or before 31 December 2023, the expression "the transitional period" means the period from the making of the POCC23 until 31 December 2025. If the contract is after 31 December 2023, the expression "the transitional period" means the period of six months from the making of the POCC23 contract.

**Treatment** means the medical treatments, procedures and services set out in the Schedule of Benefits.

**VAT** means value added tax.

## **2. General**

- 2.1** Where the Consultant provides Treatment to a Member, ILH shall discharge the Consultant's professional fees (as set out in the Schedule of Benefits) on behalf of the Member by Direct Settlement, subject always to these Terms and Conditions and the terms of the Member's Health Insurance Contract.
- 2.2** The Consultant acknowledges that, in order to receive Payments from ILH, they must (a) be Registered with ILH and (b) accept these Terms and Conditions and (c) notify ILH whether they wish to be a Participating Consultant or a Standard Rate Consultant.
- 2.3** The Consultant shall accept these Terms and Conditions and notify ILH whether they wish to be a Participating Consultant or a Standard Rate Consultant by completing the form attached at Schedule 1 of these Terms and Conditions and returning it to ILH within thirty (30) days.
- 2.4** Notwithstanding clause 2.3 of these Terms and Conditions, the Consultant shall be deemed to have accepted these Terms and Conditions if they submit a Claim to ILH.
- 2.5** Notwithstanding clause 2.3 of these Terms and Conditions where a Consultant fails to notify ILH in accordance with clause 2.3 but subsequently submits a Claim to ILH, they shall be deemed to have notified ILH that they wish to be regarded as a Participating Consultant where such Claim includes an invoice for Participating Rates or, that they wish to be regarded as a Standard Rate Consultant where such Claim includes an invoice for Standard Rates. Where a Consultant is deemed to have notified ILH that they wish to be regarded as a Participating Consultant or a Standard Rate Consultant in accordance with this clause 2.5, ILH shall be entitled to treat the Consultant accordingly, unless and until the Consultant formally notifies ILH that they wish to be regarded otherwise. For the avoidance of doubt subsequently including an invoice for an alternative Agreed Rate as part of a Claim will not amount to formal notification that the Consultant wishes to change their status with ILH.
- 2.6** Where the Consultant has accepted or been deemed to accept these Terms and Conditions (the "Effective Date"), these Terms and Conditions shall govern the relationship between ILH and the Consultant from the Effective Date as if these Terms and Conditions were an agreement signed by both parties.
- 2.7** All Payments shall be made by electronic funds transfer to the Consultant by ILH, to the bank account notified to ILH by the Consultant.

## **3. Term and Amendments**

- 3.1** Subject to clause 3.2, these Terms and Conditions (including the terms and the Agreed Rates set out in the Schedule of Benefits) shall apply from the Effective Date and shall continue to be applied unless and until they are replaced by ILH.
- 3.2** Notwithstanding clause 3.1, the new Agreed Rates (i.e. the Agreed Rates set out in the Schedule of Benefits) shall not apply where the Consultant submits or has submitted an invoice to ILH (or an invoice is submitted or has been submitted on their behalf) which

contains the previously issued Agreed Rates contained in ILH's previous Schedule of Benefits (i.e. the Agreed Rates contained in ILH's Schedule of Benefits applicable to the dates of service).

- 3.3** Where ILH wishes to amend or replace these Terms and Conditions, the Consultant shall be given thirty (30) calendar days advance notice of the replaced and/or amended Terms and Conditions, and a copy of the updated Terms and Conditions will be sent by post to their last known address.
- 3.4** The Consultant agrees that the Schedule of Benefits forms part of these Terms and Conditions and that they will at all times be bound by the contents of the Schedule of Benefits. The Consultant acknowledges that the Schedule of Benefits which forms part of these Terms and Conditions is available at [www.irishlifehealth.ie](http://www.irishlifehealth.ie) and the Consultant confirms their acceptance of the manner in which the Schedule of Benefits is incorporated into these Terms and Conditions.
- 3.5** ILH may amend the Schedule of Benefits, at its sole discretion, on 1 September, 1 December, 1 March and 1 June each year and shall publish each amended Schedule of Benefits on [www.irishlifehealth.ie](http://www.irishlifehealth.ie). The Consultant shall be bound by the most recent Schedule of Benefits published on [www.irishlifehealth.ie](http://www.irishlifehealth.ie) and shall be responsible for obtaining the most recent version of the Schedule of Benefits from [www.irishlifehealth.ie](http://www.irishlifehealth.ie).

## **4. Termination**

- 4.1** ILH shall have the right to terminate the arrangement between ILH and the Consultant with immediate effect if:
  - 4.1.1** the Consultant breaches any aspect of these Terms and Conditions.
  - 4.1.2** the Consultant is not or ceases to be registered with the Medical Council of Ireland or ceases to be listed on the Specialist Division of the Register of Medical Practitioners.
  - 4.1.3** the Consultant is no longer Registered with ILH.
  - 4.1.4** the Consultant provides fraudulent information to ILH as part of a Claim.
  - 4.1.5** the Consultant is grossly negligent as recorded by the Medical Council of Ireland in the provision of Treatment to a Member.
  - 4.1.6** the Consultant is a Participating Consultant and seeks payment from a Member for providing Treatment to such Member.
  - 4.1.7** the Consultant seeks payment from a Member in contravention of clause 6.6.
  - 4.1.8** the Consultant is a:
    - a.** Type A Consultant and ILH receives a Claim which includes an invoice from the Consultant; or
    - b.** POCC23 Consultant and ILH receives a Claims which includes an invoice from the Consultant for services past the end date of the transition period; or

- c. Type B Consultant or a Category I Consultant and has provided Treatment, which is not one of the following Treatments, to a Member in a Private Hospital:

Code	Treatment
8692	Consultant Geriatrician In-Patient consultation
10072	A major In-Patient palliative medicine consultation
11066	An In-Patient consultation – second opinion
8697	Consultant Neurologist In-Patient consultation
8694	Consultant Neonatologist or Paediatrician In-Patient consultation
10068	A major In-Patient psychiatric consultation
8696	Consultant Radiologist In-Patient consultation*
8691	Consultant Pathologist In-Patient consultation*

*\*refer to specific rule, with special reference and applicability to tertiary level hospital review only*

- 4.2 Any termination of the relationship between ILH and the Consultant pursuant to clause 4.1 above shall be without prejudice to any right or claim ILH may have against the Consultant.
- 4.3 At any time, either Party may terminate the arrangement between them by giving the other Party thirty (30) calendar days’ notice in writing sent to the last known address of the other Party.

**5. Consultant’s Obligations**

- 5.1 The Consultant warrants:
  - 5.1.1 that they are registered as a specialist with the Medical Council of Ireland and are included on the Specialist Division of the Register of Medical Practitioners.
  - 5.1.2 that their provision of Treatment to Members does not violate or conflict with any law applicable to the Consultant.
  - 5.1.3 that they have all required qualifications, training, registrations and specialisations to provide Treatment to Members.
  - 5.1.4 that they shall provide all Treatment to Members as soon as might practicably be arranged.
  - 5.1.5 that they shall provide all Treatment to Members to the highest level of professional skill and care.
  - 5.1.6 that they shall at all times abide by the rules and recommendations of the Medical Council of Ireland.



**5.1.7** that the information which they have provided to ILH, in order to Register with ILH or, in accordance with clause 5.3, is true and accurate.

**5.1.8** that they shall abide by all rules and requirements in the Schedule of Benefits, and in particular, the General Ground Rules, the Surgery and Procedure Ground Rules, the payment rules and the payment indicators, when providing Treatment to Members.

**5.2** The warranties referred to in clause 5.1 shall be deemed to be repeated by the Consultant each time a Claim is made to ILH.

**5.3** The Consultant shall inform ILH immediately in the event that there is any change to any contract, agreement and/or arrangement governing their ability to practice medicine and/or where they can practice medicine thirty (30) calendar days in advance of such change becoming effective and shall provide ILH with a copy of the updated/new/amended contract, agreement and/or arrangement as soon as it is available.

**5.4** The Consultant shall inform ILH immediately in the event that there is any change to their registration as a specialist with the Medical Council of Ireland or to their inclusion on the Specialist Division of the Register of Medical Practitioners.

**5.5** In advance of any Treatment of a Member, a Standard Rate Consultant shall ensure that Members understand that ILH shall only pay the Standard Rate in respect of Treatment provided by them and shall inform the Member of the amount that Member will be required to pay to the Standard Rate Consultant themselves.

**5.6** Where the Agreed Rates are not payable by ILH for any reason (including but not limited to where the Agreed Rates are not payable in accordance with clauses 6.3.15 and 6.3.16 of these Terms and Conditions), the Consultant shall in advance of providing the Treatment to the Member in question, ensure that the Member understands that ILH shall not pay the Agreed Rates on the Member's behalf and shall inform the Member of the amount that the Member shall be required to pay to the Consultant themselves.

**5.7** All professional fee accounts must be submitted within thirty-six (36) months of the discharge of the Member for payments in full as per the Terms and Conditions of this agreement. For professional fee account submissions made more than thirty-six (36) months after discharge of the Member; these will not be payable by ILH, and the Member may not be billed for such services unless cases of genuine error or hardship occur, which will be reviewed upon request on a case-by-case basis.

**5.8** The Consultant shall notify ILH of their current hospital practice address and will notify ILH of any change of hospital practice address as soon as practicable.

## **6. Payments**

**6.1** Subject to clause 6.3, ILH shall pay a Participating Consultant the applicable Participating Rate where they have personally provided Treatment to a Member and such Member's Health Insurance Contract with ILH provides that such Member shall be indemnified for such Treatment. For the purposes of these Terms and Conditions, a Participating Consultant will not have provided Treatment to a Member where the Participating Consultant supervised another doctor who performed the Treatment i.e. the Consultant must personally perform the Treatment/service for which Payment is being sought.

- 6.2** Subject to the clause 6.3, ILH shall pay a Standard Rate Consultant the applicable Standard Rate where they have personally provided Treatment to a Member and such Member's Health Insurance Contract with ILH provides that such Member shall be indemnified for such Treatment. For the purposes of these Terms and Conditions, a Standard Rate Consultant will not have provided Treatment to a Member where the Standard Rate Consultant supervised another doctor who performed the Treatment i.e. the Consultant must personally perform the Treatment/service for which payment is being sought.
- 6.3** ILH shall not pay the Agreed Rates to the Consultant where:
- 6.3.1** the Consultant has breached these Terms and Conditions.
  - 6.3.2** the Consultant has not complied with the rules and requirements set out in the Schedule of Benefits.
  - 6.3.3** ILH's medical advisors are of the opinion that the Treatment provided to the Member was not Medically Necessary, was provided to the Member in error, or was provided to the Member in order to remedy medical treatment and/or services given in error.
  - 6.3.4** the Treatment is not within the Consultant's speciality or within the scope of the Consultant's field of experience.
  - 6.3.5** the Consultant provides fraudulent information as part of a Claim.
  - 6.3.6** there is a bona fide dispute between the Member and the Consultant in respect of the Treatment, the Claim and/or the amount of professional fees which the Consultant has charged the Member.
  - 6.3.7** the Consultant is a Participating Consultant and has sought payment from the Member in respect of the Treatment.
  - 6.3.8** the Treatment, procedure and/or service provided by the Consultant to the Member is not listed in the Schedule of Benefits.
  - 6.3.9** the Consultant is not registered or ceases to be registered with ILH.
  - 6.3.10** the Claim is not made in accordance with the requirements set out in the General Ground Rules in the Schedule of Benefits, including but not limited to clauses 22 and 23.
  - 6.3.11** the Consultant did not provide the Treatment to the Member.
  - 6.3.12** the Consultant supervised another doctor who provided the Treatment to the Member.
  - 6.3.13** ILH is not obliged, under the Member's Health Insurance Contract with ILH, to indemnify the Member for the professional fees of a Consultant in respect of the Treatment.
  - 6.3.14** the Member's Health Insurance Contract stipulates that the Member shall pay the Consultant's professional fees directly to the Consultant and claim part or all of such payment back from ILH.

- 6.3.15** the Consultant is a Type A Consultant.
  - 6.3.16** the Consultant is a Type B Consultant or a Category I Consultant and the Treatment was provided to the Member in a Private Hospital unless it is one of the Treatments set out in clause 4.1.9
  - 6.3.17** the Consultant is a Public Only Consultant 2023 contract holder and are either a new contract holder or where the Consultants transition period has ended and the treatment was provided to the Member in a Public hospital.
  - 6.3.18** where the admitting Consultant is a Public Only Consultant 2023 contract holder and where the admitting Consultants transition period has ended and the treatment was provided to the Member in a Public hospital – the admission is then deemed a public admission and any and all charges past that date will be considered public treatment, and no private charges are payable.
- 6.4** Participating Consultants shall accept the Participating Rates in full and final settlement for providing Treatment to Members in all circumstances other than where they provide Excepted Treatment to Members on an in-patient or day care basis.
  - 6.5** Participating Consultants shall not seek any payment from Members for providing Treatment to such Members.
  - 6.6** Where ILH declines payment of the Agreed Rates to a Consultant in accordance with clauses 6.3.15 and 6.3.16, the Consultant shall not seek payment of their professional fees from the Member.
  - 6.7** A Participating Consultant shall not seek any sum from ILH other than the Participating Rates in respect of the Treatment they have provided to Members.
  - 6.8** A Standard Rate Consultant shall not seek any sum from ILH other than the Standard Rate in respect of the Treatment they have provided to Members.
  - 6.9** The Consultant shall not seek any sum from ILH in respect of persons who are not Members.
  - 6.10** The Agreed Rates and the Participating Rates shall be inclusive of VAT.
  - 6.11** The Consultant shall immediately reimburse ILH any sums paid to them where ILH has paid such sums due to a fraudulent Claim or in error. Where the Consultant fails to reimburse ILH for such sums within a reasonable period of time, ILH may off set such sums against any other sums payable to the Consultant on any account whatsoever.

## **7. Data Protection**

- 7.1** For the purposes of this clause 7, the terms “Data Controller”, “Data Processor”, “Data Subject”, “Personal Data”, “Process” or “Processed” and “Supervisory Authority” shall have the meanings set out in the Data Protection Legislation.
- 7.2** Each Party shall, to the extent required by law, comply, and procure that all of its employees, agents and subcontractors comply with the provisions of Data Protection Legislation.
- 7.3** It is acknowledged by the Parties that each Party has independent purposes and means

for processing the Relevant Personal Data and that accordingly, each Party acts as an independent Data Controller in relation to such processing. It is further acknowledged by the Parties that, in relation to the Relevant Personal Data, the Parties are not joint Data Controllers and neither Party is a Data Processor on behalf of the other

- 7.4** The Parties acknowledge that it will be necessary for each Party to share the Relevant Personal Data of Members with the other party for the following Lawful Purposes: in connection with the submission, processing, assessment, and payment of Claims and in determining whether the Member's Health Insurance Contract provides that ILH shall indemnify the Member for the Treatment to be provided by the Consultant. Each Party shall ensure that the Relevant Personal Data which it shares with the other Party can be lawfully used or disclosed for the Lawful Purposes and in the manner, it is disclosed to the other Party.
- 7.5** Each Party shall ensure that it Processes the Relevant Personal Data fairly and lawfully in accordance with Data Protection Legislation and shall not process Relevant Personal Data in a way that is incompatible with the Lawful Purposes. Each Party is responsible for providing a privacy notice regarding the Processing for which it is responsible.
- 7.6** The Parties agree that if either party receives any complaint, notice or communication from a Supervisory Authority which relates to the other Party's processing of Relevant Personal Data received under this Agreement or a potential failure to comply with Data Protection Legislation which one Party ought reasonably to have been made aware of by the other Party, promptly (and in any event within three (3) Business Days) forward such complaint, notice or communication to the relevant Controller and provide the Controller with reasonable cooperation and assistance in relation to the same.
- 7.7** The Parties acknowledge that the responsibility for complying with any Data Subject request (in relation to any rights of Data Subjects or otherwise) falls to the Party receiving the Data Subject request in respect of the Relevant Personal Data held by that Party. The Parties agree to provide reasonable and prompt assistance (and in any event within five (5) Business Days of a request for assistance from the other Party) to enable the other Party to comply with any Data Subject requests and to respond to any other queries or complaints from Data Subjects.
- 7.8** The Parties agree to implement appropriate technical and organisational measures to protect the Relevant Personal Data in their possession against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure in accordance with Data Protection Legislation and will ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and the nature of the Relevant Personal Data to be protected.
- 7.9** The Parties shall each comply with its obligation to report a Data Security Breach to the appropriate Supervisory Authority and (where applicable) data subjects under Article 33 of the GDPR and, where necessary, the Parties shall inform each other where any Data Security Breach relates to the Processing of Relevant Personal Data by the other Party, irrespective of whether there is a requirement to notify any Supervisory Authority or Data Subject(s). The Parties agrees to provide reasonable assistance as is necessary to the other Party to facilitate the handling of any Data Security Breach in an expeditious and compliant manner and in accordance with Data Protection Legislation.

- 7.10** The Parties agree that they shall not do anything which results in the other Party being in breach of the Data Protection Legislation.
- 7.11** Nothing in this Agreement shall relieve either Party of its own direct responsibilities and liabilities under Data Protection Legislation.
- 7.12** Each Party shall be responsible for compliance with the Data Protection Legislation in relation to its own Processing of Relevant Personal Data under the Agreement. Any data protection losses arising from Processing of the Relevant Personal Data shall be solely the responsibility of the Controller carrying out the Processing at issue except to the extent that any data protection losses (or the circumstances giving rise to them) are contributed to or caused by any breach of the Agreement by the other Party.
- 7.13** Immediately upon the termination (for whatever reason) of the arrangement between the Parties, each Party shall surrender any Personal Data it received from the other Party to the other Party and shall destroy all copies of such Personal Data (in whatever medium) except as otherwise prescribed by law.
- 7.14** The Data Processor shall not acquire any rights in, or title to, any part of Relevant Personal Data processed by it on behalf of the Data Controller and shall not use or reproduce (in whole or in part) such Relevant Personal Data in any form except as may be required pursuant to these Terms and Conditions.

## **8. Audit**

- 8.1** The Consultant shall, on request and upon reasonable notice, afford ILH or ILH's representatives access to such records as are required by ILH or its representatives to verify the Consultants compliance with these Terms and Conditions and/or to investigate suspect fraud and/or investigate waste, abuse or error, that may result in financial or reputational loss to ILH.
- 8.2** Notwithstanding the generality of clause 8.1 the Consultant shall keep and maintain, for a period of six (6) years from the date of submission of a Claim to ILH, full and accurate Claim Records.
- 8.3** The Consultant shall, on request and upon reasonable notice, afford ILH or ILH's representatives' such access to the Claim Records and medical records as may be required by ILH or its representatives in order to:
- > investigate or identify suspected fraud or material accounting mistakes;
  - > fulfil any auditing, legal or regulatory requirement;
  - > verify the accuracy of Claims;
  - > verify compliance with these Terms and Conditions;
  - > verify compliance with the rules and requirements set out in the Schedule of Benefits;
  - > verify any amount payable or receivable by ILH.

- 8.4** The Consultant shall ensure that the Claim Records contains sufficient information to enable ILH or its representative to carry out the activities listed at point 8.3 above of these Terms and Conditions
- 8.5** ILH acknowledges that the Consultant must at all times comply with the laws and regulations governing the Consultants relationship with their patients. ILH agrees that nothing in this clause 8 shall preclude the Consultant from satisfying their legal or regulatory obligations.

## **9. Confidentiality**

- 9.1** The Consultant hereby undertakes to ILH to keep confidential all information (written or oral) concerning the business and affairs of ILH or any company in the ILH group of companies that they shall have obtained or received as a result of the arrangement between the Consultant and ILH.
- 9.2** The Consultant hereby undertakes to ILH to keep the contents of the Schedule of Benefits confidential and not to disclose the Schedule of Benefits in whole or in part to any other person save those of its employees, agents or sub-contractors involved in the provision of Treatment to Members and who are required to know the same.

## **10. Entire Agreement**

- 10.1** This Agreement constitutes the entire agreement between the Parties in relation to the subject matter hereof and supersedes any previous agreement, oral or written.

## **11. Governing Law & Jurisdiction**

- 11.1** These Terms and Conditions shall be interpreted, construed and governed by Irish Law and the Parties shall submit to the exclusive jurisdiction of the Irish Courts.

## **12. Severability**

- 12.1** If any provision of these Terms and Conditions shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of these Terms and Conditions and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

## **13. Waiver**

- 13.1** The waiver by either Party of a breach or default of any of the provisions of these Terms and Conditions by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either Party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other Party.

## **14. Dispute Resolution**

- 14.1** If any dispute arises in connection with these Terms and Conditions, the Parties shall, within twenty-one (21) Business Days of a written request from one Party to the other, meet in a good faith effort to resolve the dispute.
- 14.2** If there is failure to reach agreement between the Parties within a twenty-one (21) Business Day period (or such other length of time as the Parties may from time to time agree) from the date the Parties meet to resolve the dispute in accordance with clause 14.1 above, then the Parties will attempt in good faith to settle the dispute by mediation in accordance with the Centre for Disputes Resolution (CEDR) Model Mediation Procedure.
- 14.3** Neither Party may commence any court proceedings/arbitration in relation to any dispute arising out of these Terms and Conditions until it has attempted to settle the dispute in accordance with clauses 14.1 and 14.2.
- 14.4** If the dispute or difference has not been resolved by mediation within thirty (30) calendar days of the initiation of such procedure, or if either Party refuses to participate in the mediation procedure, then the courts of Ireland shall have exclusive jurisdiction to settle the dispute or difference and to hear and decide any suit, action or proceedings relating to the dispute or difference and, for these purposes, each Party irrevocably submits to the jurisdiction of the Courts of Ireland.

## Schedule 1

### Acceptance of Terms And Conditions and Notification of Consultant Status

Please complete the form below and return to:

Provider Support Section

Irish Life Health DAC

P.O. Box 13028

Dublin 1

I,

confirm that I accept ILH's Terms and Conditions for Payments to Consultants for Medical Services Provided to ILH Members.

I choose to be a:	Participating Consultant	Standard Rate Consultant
(Tick as appropriate)		
I confirm that I am a:	Type A Consultant	Type B Consultant
	Type B* Consultant	Type C Consultant
	Category I Consultant	Category II Consultant
	Full time private Consultant	Public Only Consultant Contract 2023

I confirm that I am registered on the Medical Council Specialist Register:

Signed:

Date:

Name:

Medical Council Registration Number:

Specialty :

Sub Specialty:

ILH Provider Number:



## Schedule 2

### Relevant Personal Data

For the purposes of the Lawful Purposes as set out in clause 7.3 of these Terms and Conditions, the following types/categories of Relevant Personal Data may be shared between the Parties:

#### Hospital claim form

##### Part 1 – Section completed by Patient:

###### Patient Details

- Patient's name
- Daytime contact number or mobile of patient
- Was treatment received directly as a result of an accident?
- Patient's membership number
- Patient's date of birth
- Did you elect to be a private patient of the Consultant?
- When did you first suffer from these symptoms or illness?
- When did you first visit your doctor with these symptoms?
- Name and address of doctor first attended
- Telephone number of doctor first attended
- Have you ever made a claim for this or any other similar condition in the past with Irish Life Health or any other health insurer?
- If yes, please supply details of where and when

###### Personal Injury Claims

- Date of occurrence of injury:
- Brief description of how injury occurred:
- Place of injury:
- Do you plan to pursue a claim against a third party?

#### Third Party Claims

- Name and address of person
- Company or public body responsible
- Name of insurance company
- PIAB contact name
- Name/Contact number of solicitor:

*Customer Consent & Declaration at end of section (See Appendix 1)*

##### Part 2 – Section completed by Consultant/ General Practitioner/GP

- Nature of symptoms
- Duration of symptoms
- Has the patient a history of these or any related symptoms?
- If yes, please give the details and dates of the treatments prior to this admission
- Is the admission/treatment related to a clinical research study
- When did the patient first consult you with these symptoms?
- Please supply full description and details of tests/treatment supplied covered by this claim
- Procedure Codes
- Date of Procedure
- Medical Attendance
- In non-surgical cases please list medical treatment offered and description