



Irish Life
health

Terms and Conditions Dentist

2020

TERMS AND CONDITIONS FOR PAYMENTS TO DENTIST SURGEON / ORTHODONTIST AND ORAL SURGEONS FOR MEDICAL SERVICES PROVIDED TO ILH MEMBERS

("Terms and Conditions") from 01 June 2020

1 DEFINITIONS

- 1.1 In these Terms and Conditions and in the Schedules unless the context otherwise requires or unless otherwise specified:

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;

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 Dentists' invoices and cognate 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;

Dental Surgeon / Orthodontist - "Dentist" means a medical practitioner who:

- a) is a registered practitioner
- b) holds a current full registration with the Irish Dental Council,
- c) is on the Register of Dentists or on the appropriate specialist register
- d) is qualified to practice as a primary medical care physician
- e) holds a primary medical qualification or a person holding an equivalent recognised qualification outside Ireland and holds all necessary qualifications to act as a Dentist in the Republic of Ireland;
- f) is Registered With ILH;
- g) has completed their Continuing Professional Development requirements

Data Protection Legislation means the Data Protection Acts 1988 and 2003 as may be amended from time to time and any regulations or enactments there under, Guidance and Code of Practice issued by the Office of the Data Protection Commissioner from time to time (including but not limited to the Code of Practice for the Insurance Sector), Directive 95/46/EC and any other EU Regulations, directive or guidelines on data protection and/or data privacy;

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;

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

ILH means Irish Life Health Designated Activity Company;

Medically Necessary means Medical care which is prescribed by a Dentist, and which, in the opinion of our medical advisors, is generally accepted as appropriate with regard to good standards of medical practice and: i) is consistent with the member's symptoms or diagnosis or treatment; ii) is necessary for such a diagnosis or treatment; iii) is not provided primarily for the convenience of the member, the medical facility or health care provider or at the request of the member; iv) is furnished at the most appropriate level, which can be safely and effectively provided to the member; v) is for procedures and investigations that are medically proven and appropriate; vi) does not include extended convalescence or palliative care

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

Oral Surgeon - "Dentist" – means a party, who in addition to being a Dental Surgeon and also completed an approved and accredited course and is on the Specialist Register of Oral Dentists.

Participating Dentist means a Dentist who has notified ILH that he/she wishes to be a participating Dentist 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 Dentist shall charge Members, in respect of his/her professional fees for providing Treatment to such Members, and which ILH shall pay directly to Participating Dentist, 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;

Party means the Dental Surgeons/Orthodontist and Oral Surgeon ("The Dentists") or ILH;

Personal Data has the meaning assigned to it in the Data Protection Acts 1998 and 2003;

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

Registered with ILH, and cognate words, mean the Dental/Orthodontist and Oral Surgeon "Dentist" has provided ILH with the following:

- a) His/her curriculum vitae;
- b) Copies of any contracts and/or agreements, and/or evidence of any arrangements, governing his/her ability to practice medicine and/or where he/she can practice medicine;
- c) Proof of his/her registration as a specialist with the Irish Dental Council, and the Register of Dentists
- d) His/her bank account details;
- e) His/her Taxation reference number

and in turn has received a provider number from ILH to enable ILH to pay the Agreed Rates directly to the Dentist;

Standard Rate means the sum ILH shall pay directly to a Standard Rate Dentist to partially indemnify a Member who has received Treatment from the Standard Rate Dentist where the Standard Rate Dentist'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 Dentist means a Dentist who has notified ILH that he/she wishes to be a standard rate Dentist in accordance with clause 2.3 or is deemed to have done so in accordance with clause 2.5;

Schedule of Benefits means ILHs Schedule of Benefits for Professional Fees 2020;

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 Dentist provides Treatment to a Member, ILH shall discharge the Dentist's professional fees 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 Dentist acknowledges that, in order to receive Payments from ILH, he/she must (a) be registered with ILH and (b) accept these Terms and Conditions and (c) notify ILH whether he/she wishes to be a Participating Dentist or a Standard Rate Dentist. For Dental Surgeons and Orthodontists, the Standard Rate Dentist (Part participating rate) is only payable, and is a contribution to the ILH members cost
- 2.3 The Dentist shall accept these Terms and Conditions and notify ILH whether he/she wishes to be a Participating Dentist or a Standard Rate Dentist by completing the form attached at Schedule 2 of these Terms and Conditions and returning it to ILH.
- 2.4 Notwithstanding clause 2.3 of these Terms and Conditions to ILH, but, the Dentist shall be deemed to have accepted these Terms and Conditions if he/she submits a Claim to ILH.
- 2.5 Notwithstanding clause 2.3 of these Terms and Conditions where a Dentist fails to submit a claim to ILH, he/she shall be deemed to have notified ILH that he/she wishes to be regarded as a Participating Dentist where such Claim includes an invoice for Participating Rates, or, that he/she wishes to be regarded as a Standard Rate Dentist where such Claim includes an invoice for Standard Rates. Where a Dentist is deemed to have notified ILH that he/she wishes to be regarded as a Participating Dentist or a Standard Rate Dentist in accordance with this clause 2.5, ILH shall be entitled to treat the Dentist accordingly and until the Dentist formally notifies ILH that he/she wishes 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 Dentist wishes to change his/her status with ILH.

- 2.6 Where the Dentist has accepted or been deemed to accept these Terms and Conditions, these Terms and Conditions shall govern the relationship between ILH and the Dentist as if these Terms and Conditions were an agreement signed by both parties.
- 2.7 All payments shall be Electronic Funds Transfer to the Dentist by ILH.

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 for Professional Fees 2020) shall apply from the date of this agreement and shall continue in force unless and until 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 for Professional Fees 2020) shall not apply where the Dentist submits or has submitted an invoice to ILH which contains the old Agreed Rates (i.e. the Agreed Rates contained in ILH's Schedule of Benefits for Professional Fees applicable to the dates of service).
- 3.3 Where ILH wishes to replace these terms and conditions it shall give the Dentist 30 calendar days' advance notice of its intention to do so, by sending a copy of the replacement terms and conditions to his/her last known address.
- 3.4 ILH may amend these Terms and Conditions at any time by giving the Dentist 30 calendar days' notice in writing, sent to the Dentist's last known address.
- 3.5 The Dentist agrees that the Schedule of Benefits forms part of these Terms and Conditions and that he/she will at all times be bound by the contents of the Schedule of Benefits. The Dentist acknowledges that the Schedule of Benefits which forms part of these Terms and Conditions is available at www.irishlifehealth.ie and the Dentist confirms his/her acceptance of the manner in which the Schedule of Benefits is incorporated into these Terms and Conditions.
- 3.6 ILH may amend the Schedule of Benefits on 1 September 1 December, 1 March and 1 June each year and shall publish each amended Schedule of Benefits on www.irishlifehealth.ie. The Dentist shall be bound by the most recent Schedule of Benefits published on www.irishlifehealth.ie. and he/she shall be responsible for obtaining the most recent version of the Schedule of Benefits from www.irishlifehealth.ie.

4. TERMINATION

- 4.1 ILH shall have the right to terminate the arrangement between ILH and the Dentist with immediate effect if:
 - 4.1.1 the Dentist breaches these Terms and Conditions;
 - 4.1.2 the Dentist does not hold a current full registration with the Irish Dental Council and on the Register of Dentists
 - 4.1.3 The Oral surgeons ceases to be on the Specialist Register of Oral Dentists
 - 4.1.4 The Orthodontist ceases to be on the Specialist Register of Orthodontists
 - 4.1.5 the Dentist is no longer Registered With ILH;
 - 4.1.6 the Dentist provides fraudulent information as part of a Claim;
 - 4.1.7 the Dentist is grossly negligent as recorded by the Irish Dental Council in the provision of Treatment to a Member;
 - 4.1.8 the Dentist is a Participating Dentist and seeks payment from a Member for providing Treatment to such Member , unless where permitted;
 - 4.1.9 the Dentist seeks payment from a Member in contravention of clause 6.6;
- 4.2 Any termination of the relationship between ILH and the Dentist pursuant to Clause 4.1 above shall be without prejudice to any right or claim ILH may have against the Dentist.
- 4.3 At any time, either Party may terminate the arrangement between them by giving the other Party 30 calendar days' notice in writing sent to the last known address of the other Party.

5. DENTIST'S OBLIGATIONS

- 5.1 The Dentist warrants:
 - 5.1.1 that he/she is registered as a specialist with the Irish Dental Council, and is included on the Register of Dentists
 - 5.1.2 That for an Oral surgeons in addition to 5.1.1 they are on the Specialist Register of Oral Dentists.
 - 5.1.3 that his/her provision of Treatment to Members does not violate or conflict with any law applicable to the Dentist.
 - 5.1.4 that he/she has all required skills, qualification, training, registrations and specialisations to provide Treatment to Members.
 - 5.1.5 that he/she shall provide all Treatment to Members as soon as might practicably be arranged.
 - 5.1.6 that he/she shall provide all Treatment to Members to the highest level of professional skill and care.

- 5.1.7 that he/she shall at all times abide by the rules and recommendations of the Irish Dental Council.
- 5.1.8 that the information which he/she provided to ILH, in order to Register with ILH or, in accordance with clause 5.3, is true and accurate.
- 5.1.9 that he/she 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 Dentist each time a Claim is made to ILH.
- 5.3 The Dentist shall Inform ILH immediately in the event that there is any change to any contract, agreement and/or arrangement governing his/her ability to practice medicine and/or where he/she can practice medicine 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 Dentist shall inform ILH immediately in the event that there is any change to his/her registration with the Irish Dental Council.
- 5.5 In advance of any Treatment of a Member, a Standard Rate Dentist shall ensure that Members understand that ILH shall only pay the Standard Rate in respect of Treatments provided by them and shall inform the Member of the amount that Member will be required to pay to the Standard Rate Dentist himself/herself.
- 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 Dentist shall in advance of providing the Treatment to the Member in question, ensure that the Member understand 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 Dentist himself/herself.
- 5.7 All Professional Fee accounts must be submitted within 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 6 months after discharge of the Member; these will not be payable 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

6. PAYMENTS

- 6.1 Subject to clause 6.3, ILH shall pay a Participating Dentist the applicable Participating Rate where he/she has 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 Dentist will not have provided Treatment to a Member where the Participating Dentist supervised another doctor who performed the Treatment i.e. the Dentist must personally perform the treatment / service for which payment is being made.

- 6.2 Subject to the clause 6.3, ILH shall pay a Standard Rate Dentist the applicable Standard Rate where he/she has 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 Dentist will not have provided Treatment to a Member where the Standard Rate Dentist supervised another doctor who performed the Treatment i.e. the Dentist must personally perform the treatment / service for which payment is being made.
- 6.3 ILH shall not pay the Agreed Rates to the Dentist where:
- 6.3.1 the Dentist has breached these Terms and Conditions;
 - 6.3.2 the Dentist 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 Dentist's speciality or within the scope of the Dentist's field of experience;
 - 6.3.5 the Dentist provides fraudulent information as part of a Claim;
 - 6.3.6 there is a bona fide dispute between the Member and the Dentist in respect of the Treatment, the Claim and/or the amount of professional fees which the Dentist has charged the Member;
 - 6.3.7 the Dentist is a Participating Dentist and has sought payment from the Member in respect of the Treatment;
 - 6.3.8 the medical treatment, procedure and/or service provided by the Dentist to the Member is not listed in the Schedule of Benefits;
 - 6.3.9 the Dentist is not Registered With ILH;
 - 6.3.10 The Claim is not made in accordance with the requirements set out in clauses 22 and 23 of the General Ground Rules in the Schedule of Benefits ;
 - 6.3.11 the Dentist did not provide the Treatment to the Member;
 - 6.3.12 the Dentist 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 Dentist in respect of the Treatment;

6.3.14 the Member's Health Insurance Contract provides that the Member shall pay the Dentist's professional fees directly to the Dentist and claim part or all of such payment back from ILH;

- 6.4 Participating Dentists shall accept the Participating Rates in full and final settlement of his/her professional fees for providing Treatment to Members in all circumstances other than where he/she provides Excepted Treatment to Members on an In-Patient or day case basis.
- 6.5 Participating Dentists shall not seek any payment from Members for providing Treatment to such Members.
- 6.6 A Participating Dentist shall not seek any sum from ILH other than the Participating Rates in respect of the Treatment he/she has provided to Members.
- 6.7 A Standard Rate Dentist shall not seek any sum from ILH other than the Standard Rate in respect of the Treatment he/she has provided to Members.
- 6.8 The Dentist shall not seek any sum from ILH in respect of persons who are not Members.
- 6.9 The Agreed Rates shall be inclusive of VAT.
- 6.10 The Dentist shall reimburse ILH any sums paid to him/her where ILH has paid such sums due to a fraudulent Claim or in error. Where the Dentist fails to reimburse ILH for such sums within a reasonable period of time, ILH may set off such sums against any other sums payable to the Dentist on any account whatsoever.

7. DATA PROTECTION

- 7.1 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 Irish Data Protection Legislation.
- 7.2 Each Party acknowledges that it is the Data Controller in respect of the Personal Data that it collects from Members and that it is a Data Processor in respect of the Personal Data it receives from the other party.
- 7.3 The Parties acknowledge that it will be necessary for each Party to share the Personal Data of Members with the other party 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 Dentist. Each Party shall ensure that the Personal Data which it shares with the other Party can be lawfully used or disclosed for the purpose and in the manner it is disclosed to the other Party.

- 7.4 To the extent that each Party acts or is held to act as a Data Processor in respect of the Personal Data of Members it receives from the other Party, each Party undertakes as follows:
- 7.4.1 to process the Personal Data solely in accordance with the instructions of the other Party and solely in connection with the submission, processing, assessment and payment of Claims and to determine whether the Member's Health Insurance Contract provides that ILH shall indemnify the Member for the Treatment to be provided by the Dentist ;
 - 7.4.2 to ensure that sufficient technical security measures and organizational measures are in place to protect such Personal Data from unauthorised or unlawful processing and to prevent the accidental loss, destruction or damage of such Personal Data;
 - 7.4.3 to notify the other Party of any breaches to its security (including any unauthorised or accidental access) which are likely to, or actually effect, the Personal Data it has received from the other Party or its security, immediately upon becoming aware of such a breach;
 - 7.4.4 not to transmit such Personal Data to a country or territory outside of the European Economic Area (which shall, for the purpose of this clause include the Isle of Man) without the express consent of the other Party; and
 - 7.4.5 refer to the other Party any request it receives from a Member for access or changes to the Personal Data it has received from the other Party;
- provided that nothing in this clause 7.4 shall preclude the Data Processor from complying with any obligation placed on it by law.
- 7.5 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.
- 7.6 The Data Processor shall not acquire any rights in, or title to, any part of Personal Data processed by it on behalf of the Data Controller and shall not use, or reproduce (in whole or in part) such Personal Data in any form except as may be required pursuant to these Terms and Conditions.
- 7.7 For the purposes of this clause 7, the terms "Data Controller", "Data Processor", "Personal Data" and "Process" or "Processed" shall have the meanings set out in the Data Protection Legislation.

8. AUDIT

- 8.1 The Dentist shall, on request, afford ILH or ILH's representative's access to such records as are required by ILH or its representatives to verify the Dentists 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 Dentist shall keep and maintain, for a period of 6 years from the date of submission of a Claim to ILH, full and accurate records relating to such Claim (Claim Records)
- 8.3 The Dentist shall, on request, afford ILH or ILH's representative's such access to the Claims 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.; and
 - verify any amount payable or receivable by ILH
- 8.4 The Dentist shall ensure that the Claim Records contain 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 Dentist must at all times comply with the laws and regulations governing the Dentists relationship with his/her patients. ILH agrees that nothing in this clause 8 shall preclude the Dentist from satisfying his/her legal or regulatory obligations.

9 CONFIDENTIALITY

- 9.1 The Dentist 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 he/she shall have obtained or received as a result of the arrangement between the Dentist and ILH.
- 9.2 The Dentist 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 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 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 No 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 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.

Please
complete and
return form on the
following
page

SCHEDULE 1



Irish Life
health

ACCEPTANCE OF TERMS AND CONDITIONS AND NOTIFICATION OF DENTIST 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 Dentist

☐

Standard Rate Dentist

I confirm that I am a:

(Tick as appropriate)

☐

Dentist

☐

Orthodontist

☐

Oral Surgeon

I confirm that I am registered on the Irish Dental Register:

Signed:

Date:

Name:

Irish Dental Council Registration Number:

ILH Provider Number: