Recognition

Terms and conditions

For the UK Consultant

What is Recognition?

To access Allianz Partner's direct payment facility as a UK Consultant, you will need to complete the 'Recognition Process' which is facilitated digitally through the **Healthcode PPR** (Private Practice Register) Platform. Through this Platform, you can apply for authorisation to submit medical invoices directly to us for payment of medical services provided to our Insured Patients. Once authorised, you will be recognised by Allianz Care, the international healthcare insurance brand of Allianz Partners, as an approved UK Consultant for direct billing.

Additionally, Allianz Partners offers a National Fee structure, for services provided in accordance with our Published Fee Schedule. By accepting our National Fee structure, you will be acknowledged as one of our In-network Consultants granting you access to a spectrum of associated benefits, as detailed further in these terms and conditions in section 4.

These terms and conditions not only provide a comprehensive guide detailing the procedures and criteria for Recognition and acknowledgement as an In-network Consultant but also serve as the agreement governing our professional relationship. Should you have any questions or require assistance, please don't hesitate to contact us on the below email: we will be happy to assist you.

Email: ukconsultant.recognition@allianz.com

Recognition's terms and conditions

This document outlines the terms and conditions ("T&Cs") between Allianz Partners SAS ("Allianz Partners") and both the In-network and Out-of-network Consultants. These T&Cs apply exclusively to the health line of business and extends only to those Allianz Partner Entities (AzP Entities) specifically listed in Annex 1, as may be amended from time to time.

1. Introduction

1.1 The Recognition Process along with our T&Cs, applies exclusively to the engagement and provision of medical treatments and services within the health line of business provided in the UK and conducted by Allianz Partners Entities (AzP Entities). While acknowledging that Allianz Partners offers a diverse portfolio of services across various sectors, these T&Cs is expressly limited to those activities, coverages and services directly related to healthcare. This includes insurance coverage, healthcare services and / or reinsurance solutions provided to clients or customers under an insurance or service contract:

- Directly under its Allianz Care commercial brand,
- Under another subsidiary of Allianz Partners (referred to as 'AzP Entity'),

Additionally, these T&Cs also covers services administered by us acting as a third-party administrator on behalf of another insurer ("Insurer Partner"). This arrangement is in place to serve members of that Insurer who are receiving medical treatment in the UK, under a contractual agreement between us and the Insurer Partner. Furthermore, these T&Cs permit us to provide network access to other Insurers and/or third party clients with whom we have contractual arrangements, enabling their members to receive medical services in the UK.

1.2 Throughout this document the following terms will be used:

You/your: refers to the In-network or Out-of-network Consultant.

We/us/our: refers to **Allianz Partners,** with its registered address at 7 rua Dora Maar, 93400 St Ouen, France, with registration Number: 301763116. Allianz Partners is contracting on behalf of its AzP Entities within the health line of business, trading under the brand name **'Allianz Care'**. Please refer to Annex 1 for the list of AzP Entities covered under these T&Cs, as may be amended from time to time.

Our Insured Patient(s): refers to individuals who are covered by an insurance or a service contract with an AzP Entity or who have obtained reinsurance coverage through an AzP Entity, and those who have signed up for an insurance or a service contract with an AzP Entity and need medical assistance or care.

1.3 We reserve the right to modify the T&Cs of this document as and when needed. In the event of any changes, we will notify you via email and the modifications will take effect from the date of the notification email. Please always refer to our Recognition website dedicated to UK consultants (www.allianzworldwidecare.com/ukreg) for the most up-to-date T&Cs.

1.4 **You agree that** upon applying for Recognition, you automatically acknowledge, agree to, and accept the T&Cs outlined in this document. Additionally, by submitting your application to become an In-network Consultant, you acknowledge and accept that we will pay your invoices for medical services in accordance with the rates specified in the Published Fee Schedule.

1.5 **It must be noted** that as we are issuing an updated version of the Recognition T&Cs throughout this document, if you had previously applied for Recognition, your current registration has become obsolete. Therefore, you will need to reapply for Recognition. You can do so via the Healthcode PPR Platform. For more information on how to register please visit: www.healthcode.co.uk/the-ppr/

2. Healthcode PPR (Private Practice Register) and Healthcode Clearing Platforms

2.1 If you intend to provide medical services to our Insured Patients, you can apply for Recognition through the Healthcode PPR Platform. This Platform serves as an essential online tool, facilitating the efficient and secure submission of your details and recognition request to us. Upon successful completion of this Recognition Process, you will be recognized to be part of our network, granting you access to our direct payment facility for services rendered to our Insured Patients.

2.2 This Recognition signifies your acceptance into our network under these agreed T&Cs and once your request is approved, you will be able to use the Healthcode Clearing platform, to submit invoices direct to us. This streamlines the invoicing process, providing you with a digital interface to submit your invoices to us for added convenience and speed. More importantly, it assures our Insured Patients of the quality of standards of care they can expect from you.

3. National Fees

3.1 We offer a lump-sum National Fee structure for medical services you provide to our Insured Patients in accordance with our Published Fee Schedule. In order to avail of this National Fee and its associated benefits, you need to apply to become an In-network Consultant.

3.2 The National Fee is a special payment arrangement designed to streamline compensation for medical services provided by you to our Insured Patients. It is outlined in the Published Fee Schedule, which can be accessed on the dedicated UK Recognition website (www.allianzworldwidecare.com/ukreg). Each fee corresponds to the maximum allowable fee applicable to each of the procedural and anaesthetic treatment costs listed within the Fee Schedule. The Published Fee Schedule is comprehensive and provides a detailed list of procedure codes and narratives based upon the industry standard CCSD codes. These fees are considered to be reasonable and customary calculated based on detailed claims analysis, market research, and factors such as the complexity of the procedure and its duration.

3.3 We will pay eligible treatment's fees up to the maximum level shown within the Published Fee Schedule. Please note that we reserve the right to pay treatment fees above those published within the Fee Schedule on a case-by-case basis. You acknowledge and agree that we may not approve or authorise a particular treatment if the fees charged by you are higher than the predetermined National Fee for that treatment, as specified in the Published Fee Schedule.

3.4 The Published Fee Schedule is available on a dedicated website built specifically for you: www.allianzworldwidecare.com/ukreg. Please note that the updated Published Fee Schedule will come into effect on the 2nd December 2024. Until that time, the existing Fee Schedule, and practices will remain in place.

4. In-network Consultants

4.1 Application Process:

4.1.1 We carefully consider individual consultants for potential inclusion in our In-network Consultant list based on our discretion and Eligibility Criteria.

4.1.2 To become an **In-network Consultant as an individual**, you must fulfil the following requirements:

i) Apply for Recognition on the Healthcode PPR Platform at: www.healthcode.co.uk/the-ppr/. **Please note** that by initiating an application for Recognition, you automatically accept the T&Cs outlined in this document.
ii) Meet the Eligibility Criteria for In-network Consultants, as outlined on the digital tool.
iii) Indicate that you acknowledge acceptance of our National Fee payment arrangement for the medical services rendered to our Insured Patients as published in our Fee Schedule.
iv) Agree to receive reimbursement directly from us for treatments provided to our Insured Patients.
v) Use best endeavours to submit your invoices electronically through Healthcode, which is the preferred method of invoice submission.

4.1.3 After evaluating your application, if you are accepted as an In-network Consultant, you will be able to avail of the associated benefits and conveniently submit your invoices electronically through Healthcode.

4.2 Benefits as an In-network Consultant:

4.2.1 **Swift and guaranteed payments:** enjoy a simplified and efficient payment process, ensuring a guaranteed and prompt payment for National Fee invoices in accordance with our Insured Patients' insurance policy. In-network consultants who accept and charge for their services in line with our published Fee Schedule will not incur shortfalls that need to be collected from our Insured Patients.

4.2.2 **Enhanced visibility:** your profile will be listed on our Provider Finder tool, accessible to all our Insured Patients via their insurance account's app. This gives you full visibility and exposure to thousands of our Insured Patients in the UK (or those travelling to the

UK from different locations). The In-network Consultants listing will be readily available to our Insured Patients who are looking for healthcare services in the UK, making it easier for them to find you.

4.2.3 **Highlighting:** our commitment to supporting In-network Consultants extends beyond mere identification– we actively showcase their expertise and services to our Insured Patients and corporate clients, enhancing their visibility and reputation, including in any tender responses. This assists our Insured Patients and corporate clients in making informed decisions about their healthcare providers especially when selecting a consultant for treatment in the UK. By ensuring that In-network Consultants receive appropriate attention and recognition, we provide cost-effective, covered care with convenient access for Insured Patients.

4.3 Group Applications

4.3.1 Group applications can be considered but require contacting our MPM Team at ukconsultant.recognition@allianz.com to discuss eligibility, as group applications cannot be completed online. If eligible, we will work together to finalize a formal contract and fee agreement separately.

5. Out-of-network Consultants

5.1 Application Process:

5.1.1 If you don't wish to accept our National Fee structure, but wish to submit invoices directly to us for payment for medical services provided to our Insured Patients, you can still apply for Recognition via the Healthcode PPR Platform and once Recognized you will be acknowledged by us as an Out-of-network Consultant. You will, however, not be able to avail of the benefits associated with In-network Consultants.

5.1.2 To become an Out-of-network Consultant, please follow the below process:

i) Apply for Recognition on the Healthcode PPR Platform at: www.healthcode.co.uk/the-ppr/. **Please note** that by initiating an application for Recognition, you automatically accept the T&Cs outlined in this document.

ii) Indicate that you **don't** accept our National Fee payment arrangement for the medical services rendered to our Insured Patients.

iii) Agree to receive reimbursement directly from us for treatments provided to our Insured Patients.

iv) Use best endeavours to submit your invoices electronically through Healthcode, which is the preferred method of invoice submission.

5.1.3 As an Out-of-network Consultant, you will receive direct payment from us for medical treatments provided to our Insured Patients. However, our payment will be capped at the maximum allowable fee (i.e. the National Fee listed in the Published Fee Schedule). If you submit invoices exceeding the National Fee, any excess amount will be considered a shortfall, and you will be required to invoice our Insured Patients directly for payment.

5.1.4 **Please note** that our Insured Patients will be notified if a consultant is classified as an Out-of-network Consultant, informing them of the possibility of individually having to cover the shortfall in treatment costs. This may impact our Insured Patients' decision when selecting a consultant for treatment. Additionally, when assisting our Insured Patients seeking treatment, we will prioritize recommending our In-network Consultants over Out-of-network Consultants. This ensures that if they elect to choose an In-network consultant then their treatment will be fully refunded, with no liability on the part of the Insured Patient for the treatment costs.

6. Commencement and duration of your Recognition

6.1 Your Recognition will be effective from the date you receive the email confirmation from Healthcode PPR Platform confirming your Recognition status, and by default have accepted these T&Cs. Your Recognition will continue indefinitely or until cancelled by you (or by us) as described in the 'Terminating Recognition or In-network status' section 14.

7. Medical necessity of treatment

7.1 As part of your application for Recognition, you agree to adhere to professional standards and codes of conduct. This includes performing only medically necessary treatments on our Insured Patients. Our Insured Patients' policy strictly covers only treatments that are medically necessary and charges that are reasonable and customary (please refer to the Published Fee Schedule) or align with our Insured Patient's insurance policy. Therefore, prior to providing any treatment, please contact us to verify the medical necessity and appropriateness of associated costs. Failure to comply may result in denied coverage or reimbursement. We will reimburse only the reasonable and customary charges for treatments not included in the Published Fee Schedule. However, we will not cover any treatment or drug therapy considered experimental or unproven in our reasonable opinion, based on generally accepted medical practice.

7.2 In cases where you provide treatment that requires Pre-authorisation (as explained in the next section) and Pre-authorisation is not obtained, we will assess the treatment's medical necessity afterward. If it is subsequently determined that the treatment was not medically necessary, we will pay only 80% or 50% of the invoiced National Fee amount listed on the Published Fee Schedule, depending on the type of treatment and in accordance with the T&Cs of our Insured Patient's policy. In such instances, any shortfall amount will be the responsibility of our Insured Patient's.

8. Treatment Guarantee and Pre-authorisation

8.1 In our Insured Patients' policies, certain treatments and fees require Pre-authorisation from us in advance. When Pre-authorisation is required, both you and the Insured Patient must complete the relevant sections of the pre-authorisation form, which should then be submitted to us for approval prior to treatment. We aim to respond within seventy-two (72) hours of receipt for planned admissions and within two (2) hours for urgent admissions upon receiving a fully completed form. When the required conditions are met, we will send you a Guarantee of Payment, confirming our commitment to pay for the described treatment and indicating any applicable limits to our contribution.

8.2 Pre-authorisation may be required for the following Insured Patient benefits, which may or may not be included in their policy:

i) In-Patient benefits as listed on our patient's Table of Benefits
ii) Day-care treatment
iii) Out-Patient surgery
iv) MRI (Magnetic Resonance Imaging), PET (Positron Emission Tomography) and CT-PET scans
v) Nursing at home
vi) Routine maternity including complications of pregnancy and childbirth (In- Patient treatment only)
vii) Oncology (in- Insured Patient and day-care treatment only)
viii) Occupational therapy (Out-patient treatment)
ix) Rehabilitation treatment
x) Medical evacuation (or repatriation where covered)
xi) Expenses for one individual accompanying an evacuated/repatriated individual
xii) Repatriation of mortal remains
xiii) Palliative care and long term care

8.3 The Insured Patient's Table of Benefits will confirm which benefits are covered under their specific policy and which benefits require Treatment Guarantee. You must provide our Insured Patient with all relevant CCSD codes for their treatments in advance to facilitate the Treatment Guarantee process and preauthorisation to prevent delays. A treatment Guarantee ensures that all costs are covered within the Insured Patient's policy. You acknowledge that pre-authorisation for treatment may not be granted if your fees for a procedure exceed those listed in the Published schedule.

8.4 To access Pre-authorisation Forms for our various plans, please visit the following link:www.allianzcare.com/en/support/member-resources/treatment-guarantee-process-and-forms.html

8.5 If you have any queries regarding Pre-authorisation or need assistance with submitting a Pre-authorisation Form on behalf of one of our Insured Patients, please don't hesitate to contact our Medical Services Team:

Tel: 0207 4219001
Fax: +353 1 6531780
E-mail: medical.services@e.allianz.com

9. Direct Settlement

9.1 We are committed to ensuring that our Insured Patients have cashless access to treatment from a wide range of medical providers and consultants in the UK, offering an optimal customer experience. Our Insured Patients will not be required to make direct payments for treatments provided by you and subsequently claim a reimbursement form us. However there are exceptions to this policy, including but not limited to:

- i) Amounts for which our Insured Patient is responsible as per the T&Cs of their insurance policy (e.g. co-payments)
- ii) Amounts exceeding the National Fee listed on the Published Fee Schedule that have not been approved by us
- iii) Treatments that are not covered under our Insured Patient's policy
- iv) Treatments for which Pre-authorisation has not been obtained, or for which Pre-authorisation has been obtained for only a portion of the amount charged

10. Invoicing

10.1 All invoices must be sent to us via the Healthcode Platform, unless we have agreed on an alternate arrangement. You must ensure that the invoices submitted pertain only to treatment administered directly by you to our Insured Patients.

10.2 You must ensure that all invoices are submitted to us within thirty (30) days of the Insured Patient's discharge following treatment. Please note that we reserve the right to refuse invoices received outside of this timeframe.

10.3 If for any reason you can't submit your invoices digitally via Healthcode , you can forward them to us via the following email:

claims@e.allianz.com

Or you can post a hardcopy version to us to the following address:

Claims Department
Allianz Care
15 Joyce Way
Park West Business Campus
Nangor Road
Dublin 12
Ireland

10.4 Your invoices must include the following information as a minimum:

- i) The UK Consultant's name
- ii) Invoice date
- iii) Date of treatment

iv) Name of the facility where the treatment took place
v) Insured Patient's full name
vi) Insured Patient's date of birth and postcode (if available)
vii) Applicable ICD disease and injury code
viii) CCSD code and CCSD description for the treatment (where applicable)
ix) Charged fee

11. Notices

11.1 You are required to promptly notify us of any:

i) Changes to the information provided in your Recognition application.
ii) Any actual, threatened, or likely disciplinary action you may be subject to, by any statutory body or employer.
iii) Any changes or cancellations to your authorisation to admit patients at the facilities where you practice.
iv) Any actual, threatened, or likely civil or criminal investigations by the police/law enforcement agencies and or if there is any revocation/suspension or alteration to your registration with the GMC/GDC.

11.2 Please send your notices by:

i) Email to - ukconsultant.recognition@allianz.com, or
ii) Registered post to:

MPM – UK Consultant Recognition
Allianz Care
15 Joyce Way
Park West Business Campus
Nangor Road
Dublin 12
Ireland

Kindly be advised that email is our preferred method of communication.

12. Fraud

12.1 Fraud prevention is of utmost importance to us, and we have implemented robust ` processes and procedures for identifying fraudulent activities. This includes but is not limited to, regular monitoring of claims and conduct audits, including medical report reviews if necessary.

12.2 Where indications of fraud are identified, including but not limited to, intentionally exaggerated claims, or the use of fraudulent means or devices to obtain payment from us, from any other insurer partner of ours or from our Insured Patients, we will conduct an investigation. In that case, you will be required to provide us with the necessary information to conclude our investigation.

12.3 In the event that evidence of fraud arises from the investigations, we will have the right to withhold payments of invoices or suspend the direct billing arrangement, upon prior notification, until the investigation is concluded. In cases where evidence of fraud is suspected, is found or cooperation is lacking during an investigation, we reserve the right to terminate your Recognition and 'In-network Consultant' status immediately and without penalty or amend these T&Cs to reflect additional processes as agreed with you. Any payment related to fraudulent acts or omissions made by us (or by our AzP Entity(ies) or insurer partners on our behalf) to you, before the fraudulent act or omission was discovered, will become immediately due and owing to us (or to the relevant AzP Entity or insurer partner).

12.4 Both we and you are required to take all possible and reasonable measures to prevent fraud by employees, subcontractors, agents, and other concerned individuals, as well as inform each other immediately when there is a suspicion of fraud. We may define measures to prevent fraud and/or how to proceed in case of fraud and you will be obliged to follow these instructions.

12.5 Additionally, in cases of fraud, we reserve the right to report the matter to the relevant authorities, including, but not limited to, the police and the General Medical Council ("GMC") or, in the case of dentistry, the General Dental Council (GDC), if deemed necessary.

12.6 Listed below are examples we consider to be fraudulent invoicing. By agreeing to these T&Cs, you commit to refraining from engaging in any of the following knowingly:

i) invoice for procedures that you have not performed.

ii) invoice for medical services rendered to an individual other than our Insured Patient named on their membership card.

iii) use separate codes for a single procedure (double charging).

iv) invoice for multiple codes where one of those codes includes the other (unbundling).

v) use codes that do not accurately reflect the procedure performed.

vi) exaggerate the complexity of procedures performed.

vii) misrepresent the charges.

viii) split the fees incurred in a single day into more than one day.

ix) alter dates of treatment or diagnosis.

13. Payment

13.1 We will endeavour to make reasonable efforts to settle your invoices in UK Pound Sterling (GBP) within thirty (30) days after receipt of your invoice, subject to receipt of all necessary information and subject to these T&Cs and to our Insured Patient's policy. In certain instances, we may request additional documents or information from you to settle your invoices, if deemed necessary. Failure to provide such information within sixty (60) days of our request will result in forfeiture of your right to claim the costs in the relevant invoice.

13.2 We will pay your invoices by electronic funds transfer (EFT) to the BACS bank account nominated by you at application. You will also receive a settlement statement advising of the total amount paid by EFT. This settlement statement, where applicable, will detail any claim that has been declined, together with the reason for the decline.

13.3 We reserve the right to decline payment, either in part or in full, in accordance with these T&Cs and our Insured Patient's policy, in the following instances:

i) We are unable to verify that the individual to whom the invoice relates is our Insured Patient.
ii) The treatment is deemed not to be medically necessary.
iii) Pre-authorisation has not been obtained, where required.
iv) The treatment or service you provided is not covered under our Insured Patient's policy.
v) Your invoice includes co-payments or deductibles, or amounts that exceed our Insured Patient's policy and benefit/plan limits.

14. Terminating Recognition/Out-of-network or In-network status

14.1 We will provide you with thirty (30) days prior written notice of any changes to your Recognition or In-network Consultant status, or if such status is withdrawn. We are not obligated to provide a reason. Similarly, you may terminate your Recognition or In-network Consultant status at any time with a thirty (30) day prior written notice, without needing to provide a reason.

14.2 In the event of a change in your In-network Consultant status (whether suspended, withdrawn, or voluntary termination of participation in the Published National Fee payment arrangement), you will no longer be eligible for In-network Consultant benefits once the thirty (30) day written notice period has ended. However, you will remain part of the Recognition Process and therefore be authorised to submit invoices through the Healthcode Platform.

14.3 If there is a change in your Recognition status (whether suspended, withdrawn or voluntarily terminated by you) for any reason or at our discretion, you will no longer be eligible for funding from us for any treatment provided to our Insured Patients.

Additionally, you will no longer be able to submit invoices through the Healthcode Platform.

14.4 You are not permitted to assign or transfer any of your rights, obligations, or responsibilities under these T&Cs to any other individual. In the event that you cease practicing as a consultant, you must promptly notify us in writing.

14.5 Please note that your Recognition and or In-network status will be terminated immediately and without notice in the following cases, where we have reasons to believe that:

i) You do not comply with any and all applicable anti-slavery and human trafficking laws, statutes, regulations, and codes currently in force. You are required to establish and maintain your own policies and procedures throughout the term of these T&Cs to ensure compliance with this requirement.

ii) You and or your affiliates are engaged in any action related to these T&Cs that results in a violation of any applicable anti-corruption or anti-bribery laws, statutes, or regulations. This includes but is not limited to unauthorised payments including facilitation payments made to government officials, representatives of public authorities or their associates, families, or close friends.

iii) That you have offered or given, or have agreed to give, any undue gifts or benefits, whether monetary or otherwise, to any employee, representative or third party acting on our behalf, in violation of the anti-corruption and anti-slavery terms above, or where it is found that you are not legally entitled to receive them in connection with the negotiation, conclusion or the performance of these T&Cs.

iv) You are under investigation or have had sanctions applied to your registration by the relevant professional regulatory bodies as outlined in the 'Sanction suspension clause' paragraph that follows. If the situation changes and sanctions are lifted, re-instatement may be considered re-instatement at our sole discretion, although this is not guaranteed.

v) There are concerns of safety regarding the treatment you provide to our Insured Patients.

vi) There are indications of fraud or failure to adhere to any of these T&Cs.

15. Sanctions suspension clause

15.1 You are required to fully comply with all applicable International Economic Sanction Measures and perform regular due diligence to ensure your activities, particularly direct billing, do not violate these sanctions.

15.2 If compliance with these Measures conflict with your contractual obligations (i.e. the provision of medical services and processing of insurance claims), then these obligations may be temporarily suspended. During suspension, we are not obligated to provide coverage or payment for services rendered that violate these Measures and you are required to cease services that would contravene these Measures. The suspension will remain effective until the obligation no longer violates the relevant Measures.

15.3 If a potential conflict with the Measures that is directly or materially related to either yours or our primary under these T&Cs is identified, then either you or we must promptly notify each other. This obligation is limited to either yours or our own activities including primary subcontractors. Both we and you agree to collaborate in good faith to resolve conflicts, seeking alternative solutions to minimize service and payment disruptions.

15.4 If the suspension significantly impedes these T&Cs fundamental objectives or exposes either Party to substantial risk, then these T&Cs may be terminated, subject to a mutual review and agreement between the you and us.

16. Warranty and indemnity

16.1 By applying for Recognition, you confirm that you have the authority to accept and enter into these T&Cs and hold all necessary approvals, licenses, authorisations, including those from relevant professional bodies. You agree to comply with all applicable laws, rules, regulations, standards and norms required for the performance of these T&Cs. In addition, you confirm that your own facilities, personnel and/or subcontractors, if applicable, will on all levels comply with the obligations in these T&Cs.

16.2 You agree to indemnify us (or one of our insurer partners) without limitation against any cost, including reasonable attorneys' fees, harm, claims, losses, liabilities, expenses and damages of any nature, whether direct or indirect, that we (or one of our insurer partners) may suffer as a result of medical negligence, malpractice, act or omission, wilful default, fraud, breach of laws or breach of your contract (including when the breach proceeds from your employees, subcontractors or any third-party). In these cases, you will be responsible for paying the relevant compensation to indemnify us on demand.

16.3 You confirm that your employees, third-parties or subcontractors are able to provide treatment to a standard that is appropriate for our Insured Patients' needs and in accordance with the laws of the United Kingdom and applicable professional standards for medical professionals. You understand that your duties and obligations under these T&Cs will remain unaffected if you subcontract any part of your services and administration to other parties. These T&Cs will apply to your subcontractors as well.

16.4

You declare to hold and maintain appropriate professional indemnity insurance and/or medical malpractice insurance with one or several reputedly solvent insurance companies for the types of treatment that you provide, for the duration of your Recognition. The minimum levels of such cover must be sufficient to cover liability that might reasonably be foreseen to incur to our Insured Patients as a result of your treatment; at a minimum your cover is required to meet any prevailing and necessary legal requirements and/or standards imposed by the GMC/GDC. At our request, you have the obligation to provide an insurance certificate and to ensure that any subcontractor engaged with you also has all necessary waivers in place.

16.5 In the case of debts or disputes related to one of our Insured Patients who is covered by us through an insurer partner, the debts or disputes will be handled between yourself and the relevant insurer partner. In no instance, the debt or dispute will be attributed to several insurers partnering with us, not even with a joint approach.

16.6 In the event that your Recognition or your In-network Consultant status is terminated for any reason, the wording in this 'Warranty and indemnity' paragraph will continue valid and applicable indefinitely.

17. Applicable Law and Dispute Resolution

17.1 These T&Cs shall be construed with, governed by and interpreted in accordance with the laws of England and Wales.

17.2 Both we and you will amicably attempt to resolve any dispute or difference arising from these T&Cs efficiently and in a reasonable manner before commencing any alternative dispute resolution proceedings.

17.3 You are required to raise any dispute with our Provider Services Team first, by writing to ukconsultant.recognition@allianz.com. If your dispute cannot be resolved within thirty (30) days, you should then escalate it in writing to our Head of Operations at the postal address indicated on the last page of this document. In the event that the dispute relates to differences of medical opinion in connection with an accident or medical condition, both we and you will each appoint a medical expert in writing. The two appointed experts will collaborate to resolve the difference.

17.4 If any dispute, except of a medical nature, cannot be resolved, it will be referred to our Managing Director, who will meet with you in good faith in order to try and resolve the matter. If the dispute or difference is not resolved despite these efforts, either we or you may, within fifteen (15) days of the meetings' conclusion of such discussions, opt to submit the dispute to mediation in accordance with the mediation rules of the International Chamber of Commerce.

17.5 If no agreement is reached within six months following the appointment of a mediator, the dispute will be settled according to the rules of arbitration of the International Chamber of Commerce. The arbitration proceedings will be conducted in London, UK, and one or more arbitrators will be appointed in accordance with those rules.

18. Publication of information / Use of logo

18.1 While we are happy to assist in terms of providing suitable logo files or material, you are not authorised to display or incorporate our name or logo (or the name or logo of the Allianz Group or other AzP Entity) in any advertising, promotional or other material, in any form or through any media including, but not limited to, any website which you own or have links to, without our prior written consent and no modifications will be allowed in any way to this material.

18.2 You agree to authorise Allianz Partners and AzP Entities to publish the following information on their websites, mobile applications or other channels: The UK

Consultants name, address, phone number, fax number, email address, logo and link to your website.

19. Confidentiality and Data Protection

19.1 Confidentiality is paramount to us. We will only use the information that you provide in your application solely for the purpose of processing such application. Upon your acceptance of these T&Cs, we will also use this information to administer your Recognition.

19.2 As part of the Recognition's Process, you consent to the publication of your details including name, practice details, specialty and sub-specialty. This consent includes acknowledgement that we may disclose to our Insured Patients the existence of our direct settlement arrangement with you, specifically featuring your name, specialty and practice's contact details in our directory of UK 'Recognised' Consultants.

19.3 Both we and you declare having full and entire knowledge of yours and our respective obligations under the Data Protection Legislation (i.e. any applicable code, legislation, regulation, recommendation or opinion issued by a relevant data protection authority, relating to the protection of Individual Data and privacy, applicable to the processing activities carried out within the context of these T&Cs, and including the General Data Protection Regulation 2016/679 of 27 April 2016, as well as any legislation, regulation, recommendation or opinion of the European Union or of any applicable European Union country replacing, adding to or amending, extending, repealing or consolidating the Data Protection Legislation). Both we and you warrant and undertake to comply with all applicable Data Protection laws, regulations and the Data Privacy Notice. This includes, but is not limited to, fulfilling all legal obligations related to the protection of Personal Data which apply to you or us in the role of independent data controllers, to the extent that both we and you respectively process Personal Data for its own and exclusive purpose that is:

i) For us, the provision of insurance cover.

ii) For you, the provision of medical assistance.

19.4 Both we and you assure not to use or disclose any information in relation to Recognition and its T&Cs, either during the effectiveness of the Recognition or at any time thereafter, other than in connection with the performance of these obligations or where required by any applicable law, regulation, rules from a government body or equivalent authority.

19.5 You further ensure that there will be no conflicts of interest or breach of confidentiality in the event that you provide medical services to one of our competitors. You will not use any situation where you provide medical services for and on behalf of us as a marketing opportunity nor will you use our Insured Patient's details for the purposes of direct marketing.

20. Data Privacy Notice

Personal Data refers to any information relating to an identified or identifiable person. In order to conduct our business and activities related to this, we are obliged to collect and process personal Data from you as a UK Consultant.

We pay careful attention to the protection of privacy and confidentiality in the handling of your Personal Data. This Privacy Notice explains how we process your information.

20.1 WHO IS THE DATA CONTROLLER?

We are responsible for the processing of your Personal Data of the Consultants.

As such, we are considered to be responsible for the processing of the you data as defined by the laws and regulations applicable to Data Protection.

All Personal Data will be hosted under the responsibility of Allianz Technology, a subsidiary of the Allianz Group, which acts as a Data Processor on behalf of and on the instructions of the Data Controller in the European Union.

20.2 WHAT PERSONAL DATA WILL BE COLLECTED?

We will collect and process some or all of the following Personal Data from you:

i) Surname, first name, contact title (Mr/Ms/Dr)

ii) UK Consultant's address

iii) Telephone numbers

iv) Email address

v) UK Consultant's bank account details

20.3 HOW WILL WE OBTAIN AND USE YOUR PERSONAL DATA?

We will collect and process your Personal Data for the following purposes :

i) To register your details in our central database as an In-network or Out-of-network Consultant and enable you to be visible to Allianz Group entities in support of their activities.

ii) To enable us to use the services you provide in the course of your activity.

iii) To make you visible on our Provider Finder tool (available to our Insured Patients on their insurance policy's app and portal) and/or health mobile applications or other future applications which could be made available to our Insured Patients.

iv) To execute these T&Cs that binds us and/or pay for your services.

v) To meet any legal obligations (for example, regulatory, fiscal accounting and administrative obligations) and respond to compulsory requisitions by the applicable laws and regulations.

vi) To configure and manage your account as a UK Consultant, for technical support or other related purposes.

We process the data obtained from yourself, from hospitals or medical facilities for which you work, from our Insured Patients to whom you have provided services or with whom you have been in contact.

20.4 ON WHAT LEGAL BASIS ARE PERSONAL DATA COLLECTED, PROCESSED AND USED?

We collect, process and use your Personal Data securely under the following legal basis:

i) The terms of your service contract (i.e. these T&Cs once accepted) to the extent that the collection and processing of data is necessary for its performance.

ii) The services you have provided to an Allianz Group entity and for which we have paid you.

iii) Compliance with our legal and regulatory obligations:

- where the Personal Data processing is necessary in light of the legitimate interests of the company, which includes in particular - ensuring the continuity of the our activities.
- promote intra-group cooperation.
- Protect the Allianz Group and/or its employees from harm by preventing or detecting illegal activities, suspected fraud or situations involving potential threats to the safety of any individual or violations of the Allianz Group's policies or conditions.

20.5 WHO WILL HAVE ACCESS TO INIDIVIDUAL DATA?

We ensure that your Personal Data is processed in a manner that is compatible with the purposes indicated above and data may be communicated, where strictly necessary, to the following recipients or categories of recipients:

i) Ourselves and the persons authorised by us and/or persons working on our behalf, as well as our worldwide subsidiaries.

ii) Other Allianz Group companies, technical consultants, experts, lawyers, medical doctors and service companies that discharge operations (claims, IT, document management) in compliance with their legal, regulatory and/or ethical obligations.

iii) Third-party agents, service providers and advisers in compliance with their legal, regulatory and/or ethical obligations.

iv) Judicial, administrative, fiscal and social authorities in application of laws and regulations.
v) Other parties in the event of a proposed or actual reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or part of our business, assets or shares.

20.6 WHERE WILL YOUR PERSONAL DATA BE PROCESSED?

We will ensure that contractual restrictions are applied to confidentiality and security, in accordance with applicable data protection laws and regulations. Also, we will not disclose your Personal Data to entities or individuals who are not authorised to process them.

According to the regulation in force, your Personal Data may be processed both inside and outside of the European Economic Area (EEA). If the Personal Data is processed outside of the EEA, we will ensure that the recipient of the Personal Data ensures an adequate level of Data Protection. Thus, any transfer of data outside the EEA may only take place within the framework of the “Allianz Privacy Standard” (Allianz Group’s Internal Business Rules), which establish adequate protection of Personal Data in accordance with the current European regulations and which are legally binding for all companies in the Allianz Group.

You can find out what safeguards we apply for such transfers (for example, Standard Contractual Clauses) by contacting us as detailed below (in the ‘How to contact us’ paragraph).

20.7 WHAT ARE YOUR RIGHTS IN RESPECT OF PERSONAL DATA?

To the extent permitted by applicable Data Protection laws and regulations, in most jurisdictions, particularly in the EU, you have the right to:

i) Access your Individual Data, including in electronic form.
ii) Update or correct your Personal Data.
iii) Ask to delete your Personal Data if no longer necessary for the purposes indicated above.
iv) Limit the processing of your Personal Data in the circumstances provided for by the regulations in force.
v) Oppose the processing of your Personal Data in the circumstances provided for by the regulations in force.
vi) Withdraw your consent at any time in the circumstances provided for by the regulations in force.
vii) File the appeals provided for by the regulations in force with the Data Controller and/or the Data Protection authority concerned.

You can exercise these rights by contacting us as indicated below, indicating your name, e-mail address and the purpose of your request.

Where permitted by law or regulation, you have the right to object to us processing your Personal Data or to ask us to stop processing them. Once we have been informed of the request, we will no longer process your Personal Data unless authorised by law or regulation.

20.8 HOW LONG DO WE KEEP YOUR PERSONAL DATA?

We undertake to retain your Personal Data only for as long as necessary to fulfil the commitments for which it was collected or to fulfil legal obligations.

20.9 HOW CAN YOU CONTACT US?

If you have any queries about how we use your Personal Data, please contact us via email or post as follows:

Allianz Partners SAS
Data Protection Officer
7, rue Dora Maar – 93400 Saint-Ouen
AzCsas.privacy@allianz.com

20.10 HOW OFTEN IS THIS PRIVACY NOTICE UPDATED?

We regularly review this privacy notice. We will inform you in the event of any material changes that may have an impact on the processing of your Personal Data. This privacy notice was last updated on the 18th of February 2020.

21. Force majeure

21.1 Neither we or you will be liable for delays or failures in the performance of obligations arising out of or caused directly or indirectly by circumstances beyond its reasonable control, including but not limited to: the acts of God, earthquakes, hurricanes, tidal waves, fires, floods, wars, civil or military disturbances, riots, sabotage, terrorism, epidemics, unlawful disorders, accidents, loss or malfunctions of utilities, computers (hardware or software) or communication services, strikes, acts of any civil or military authority or governmental action, whether national, municipal or otherwise, or any other event which is unpredictable and sudden, provided that the applicable Party uses all reasonable efforts to resume performance as soon as reasonably possible.

22. General terms

22.1 **Non-exclusivity:** neither we nor you are owed any exclusivity obligations by the other and these T&Cs shall not prohibit or restrain either you or us from entering into similar relationships with third parties.

22.2 **Severability:** If any provision of these T&Cs is found to be invalid or unenforceable, the remaining provisions shall nonetheless continue in full force.

22.3 **Assignment:** You agree you will not assign or transfer these T&Cs to other individuals or entities without our prior written consent. However, we will be entitled to delegate, assign, or transfer these T&Cs to any of the AzP Entities who will be bound by the terms of these T&Cs.

22.4 **Waiver:** no failure, delay, or tolerance by either you or us in enforcing any breach of these T&Cs by the other, or in requiring compliance with any condition or provision of these T&Cs, shall constitute a waiver of any such conditions or provisions.

22.5 **Entire agreement:** These T&Cs, including its Annexes is construed in accordance with the principles of good faith and constitute the entire agreement between you and us regarding the provision of medical treatment to our Insured Patients. These T&Cs supersede all prior contracts, understandings, commitments, representations whether oral or written, related to the subject matter of these T&Cs.

Definitions

Allianz Partner (AzP) Entity(ies): within the scope of these T&Cs means any company under the Allianz Partner Group operating in the health line of business and trading under the brand name 'Allianz Care'. These Entities offer insurance cover and/or services and/or reinsurance cover to clients or customers with whom they have entered into an insurance or service contract. Only these Entities are covered under these T&Cs as detailed in Annex 1, which lists the AzP Entities included.

Co-payment: means the percentage of the treatment's costs that our Insured Patient must pay, which is not included in the coverage.

Day-care treatment. means treatment received during the daytime in a hospital or day-care facility that does not medically require an overnight stay but includes a hospital room and nursing services and a discharge note is issued upon completion.

Eligibility criteria: means the specific requirements set by us that determine the qualifications and conditions that you must meet to be considered as an In-network Consultant, including (*you need to meet all of them in order to be eligible*):

- You are on the GMC/GDC specialist register and hold a GMC's License to Practise, if appropriate.
- You hold or have held a substantive NHS Consultant post.
- You hold a Certificate of Completion of Medical Training.
- You have and maintain appropriate professional indemnity insurance for the treatments performed in your private practice.

GMC/GDC: in the context of the United Kingdom (UK), the General Medical Council (GMC) and General Dental Council (GDC) are regulatory bodies responsible for overseeing the professional conduct and practice standards of medical doctors (GMC) and dentists (GDC) respectively.

Guarantee of Payment: A written statement of coverage issued to you by us in respect of our Insured Patients' treatment, confirming that we will pay for the described treatment up to a specified contribution. The Guarantee of Payment is issued in advance of providing medical services and in response to a fully completed Pre-authorisation Form sent to us by you or our Insured Patient.

Healthcode or any other future name under which it may operate: means Healthcode Ltd, a leading provider of IT solutions within the UK's private healthcare sector. Healthcode offers a comprehensive range of services, including the UK's clearing service for electronic bills and invoices, alongside facilitating secure communication of clinical and commercial information among various stakeholders. It has become standard practice within the UK private healthcare sector to process electronic invoices via Healthcode. The company is registered under the number: 03867872.

"Healthcode PPR (Private Practice Register)" Platform: in relation to this Recognition Process, Healthcode provides the PPR online platform service designed to facilitate the storage, management and sharing of practitioner's information and documents with insurers and providers. We utilize the PPR Platform to manage the Recognition Process. This includes, but is not limited to, collecting and storing your information within our internal systems and databases, managing the process of recognising you and determining your eligibility etc. The Healthcode PPR Platform serves as a vital link between you and the insurers and hospitals with whom you work with. It fosters more efficient working practices and enhances collaboration across the sector.

In-network Consultant: means a UK Consultant who meets the Eligibility Criteria, has applied for Recognition, has accepted these T&Cs, and the Published Fee Schedule. An In-network Consultant benefits from inclusion in our network, which includes full visibility on our Consultant Finder apps, thereby facilitating access by our Insured Patients.

In-patient treatment: treatment received where an overnight stay is medically necessary (In-Patient hospital admission).

Insured Patient(s): means individuals who benefit from an insurance or service contract with an AzP Entity or with an Insurer Partner or who have entered into an insurance contract or a service contract with an AzP Entity and require medical assistance or care.

Insurer Partner: means an external insurance company for whom we act as a Third-Party Administrator (TPA). Under this arrangement we administer specific services, including but not limited to the processing and management of claims, on behalf of the Insurer Partner. This collaboration is formalized through a contractual agreement between us and the Insurer Partner, with the primary aim of providing medical treatment coverage to the Insurer Partners members within the UK.

Medically necessary: shall mean services or supplies that fulfil all of the following criteria:

- Essential for the diagnosis or treatment of the Insured Patient's condition, illness, or injury.
- Consistent with the Insured Patient's symptoms, diagnosis, or treatment of the underlying condition.
- In accordance with the generally accepted medical practice and professional standards of care within the medical community at the time (this does not apply to complementary treatment methods if they form part of our Insured Patient's cover).
- Required for reasons other than the comfort or convenience of our Insured Patient or yourself.
- Proven and demonstrated to have medical value (this does not apply to complementary treatment methods if they form part of our Insured Patient's cover).
- Considered to be the most appropriate type and level of service or supply.
- Provided at an appropriate facility, in an appropriate setting and at an appropriate level of care for the treatment of the Insured Patients medical condition.
- Provided only for an appropriate duration of time.

As used in this definition, the term 'appropriate' means taking the Insured Patient's safety and cost effectiveness into consideration. In respect to In-patient treatment, 'medically necessary' also means that the diagnosis cannot be made, or treatment can't be safely and effectively provided on an Out-patient basis.

National Fee. refers to a predetermined, all-inclusive lump-sum payment provided by us for healthcare services delivered by In-network Consultants within our network as outlined in the Published Fee Schedule on the Recognition webpage (www.allianzworldwidecare.com/ukreg). A single fee is assigned for each basket of different but related services. These fees are deemed to be reasonable and customary, calculated based upon detailed claims analysis, market research, the complexity of the procedure and its duration and may be amended from time to time.

Out-of-network Consultant: means a UK Consultant who has applied for Recognition, has accepted these T&Cs but not the National Fee payment arrangement. Out-of-network Consultants don't receive the In-network Consultant benefits; however they will be eligible to treat our Insured Patients and to submit invoices directly to us for payment of eligible costs.

Out-patient treatment. means treatment provided in the practice or surgery of a medical practitioner, therapist or specialist that does not require our Insured Patient to be admitted to hospital.

Provider Services Team: refers to the team within Allianz Care responsible for managing all queries and administrative tasks related healthcare UK Consultants.

Published Fee Schedule: refers to a detailed list of treatment procedures codes and narratives based upon the industry standard CCSD codes. This list includes the maximum fees attributed to each of the treatment procedures listed, and these fees will be referred to as National Fees. The Published Fee Schedule is available here: www.allianzworldwidecare.com/ukreg and may be amended from time to time.

Recognition Process: refers to the structured procedure established and regulated by the T&Cs outlined in this document and designed for you as a UK Consultant who wish to join our network. If you successfully complete this process and have accepted and agree to abide by these terms and conditions, you are thereby granted the authorisation to use the Healthcode Platform. This Platform enables you to directly submit invoices to us for the payment of medical treatments and services provided to our Insured Patients. Its important **to note** that this Recognition in no way implies or establishes a partnership, agency or representative relationship between us and you as a participating UK Consultant. You as a participating UK Consultant are expressly prohibited from assuming any authority to obligate us contractually or to make representations to our Insured Patients regarding the coverage or reimbursement eligibility of specific treatments.

Treatment. means a medical procedure needed to treat or relieve illness or injury, including In-patient / Out-patient treatment, day-care treatment, and consultations.

UK: means the sovereign state consisting of England, Scotland, Wales, and Northern Ireland, in its entirety for the purposes of these T&Cs.

UK Consultant: see the definition under "You/Your".

You/your: means UK Consultants, including both In-network and Out-of-network Consultants, who are independent medical practitioners, healthcare specialists and or allied health professionals. These individuals are registered and licensed to provide medical healthcare services within the UK where they operate and provide services. All UK Consultants are required to be in good standing with the applicable regulator within the UK.

Annex 1 – List of AzP Entities

Legal Name	Country where registered	Vat/tax number
AWP Health & Life Services Limited – Belgian Branch	Belgium	BE.0843.991.159
AWP Health & Life SA, Canadian branch	Canada	Canada Revenue Agency (ARC): 773443676
AWP Health & Life S.A.	France	FR 844 011 546 79
AWP Health & Life SA – Irish branch	Ireland	IE3274830FH
AWP Health & Life Services Limited	Ireland	IE 9819924V
AWP Health & Life SA – Qatar Branch	Qatar	TIN: T00193

Contact details

If you any queries, please contact us: we love to help.

Email: ukconsultant.recognition@allianz.com

Dedicated webpage: www.allianzcare.com/ukreg

Address:

MPM – UK Consultant Recognition
15 Joyce Way
Park West Business Campus
Nangor Road
Dublin 12
Ireland