
Terms and conditions for Bupa Dental Insurance Network October 2018



Terms for Bupa Dental Insurance Network

This Agreement sets out the terms of your participation in the Bupa Dental Insurance Network. This Agreement shall be interpreted and capitalised terms shall have the meaning as set out in Schedule 1 (*Defined Terms and Interpretation*).

This Agreement is between:

- (1) the Practice (also referred to as “**you**”; “**your**”) and
- (2) Bupa Insurance Limited, a company incorporated in England with registered number 03956433 and with its registered office at 1 Angel Court, London EC2R 7HJ (“**Bupa Insurance**”, also referred to as “**we**”; “**us**”). BINS may act via its agent Bupa Insurance Services Limited (“**BISL**”) when carrying out activities under this Agreement

1. Basis of Recognition in the Bupa Dental Insurance Network.

1.1 We agree to recognise the Practice in the Bupa Dental Insurance Network, on the basis of and to the extent set out in this Agreement.

1.2 The Practice agrees that any agreements the Practice may have with a Member are subject to the terms of this Agreement.

1.3 This Agreement is entered into by the Practice on behalf of itself and its Nominated Clinicians. The Practice will procure that the Nominated Clinicians comply with the terms of this Agreement (so far as they are applicable to the Nominated Clinician’s agreement with the Practice or any Member).

2. Services and Charges.

2.1 The Practice agrees to provide the Services to Members in accordance with the terms of this Agreement. Services may only be provided at a Practice location which has been accepted by Bupa Insurance as a location where Services can be provided to Members under this Agreement. The list of Practices approved under this Agreement may change from time to time in accordance with Clause 9 (*Changes to this Agreement*).

2.2 The Practice will procure that:

- (a) the dentists which the Practice has notified us will provide the Discount; and
- (b) all of the dental hygienists at the Practice,

will apply the Discount to all Services listed in Schedule 2 which are provided to Members (including the Full Refund Services). For the avoidance of doubt the Practice is not obliged to offer the Discount on any cosmetic or NHS dental work.

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2.3 The Practice must have at least one Nominated Clinician (including a dentist) who offers the Discount off all of the Services listed in Schedule 2 at all times. If you are not able to offer the Discount on all Services, then Bupa Insurance may terminate your participation in the Bupa Dental Insurance Network in accordance with Clause 10.2.

2.4 The Practice will procure that all of the Nominated Clinicians who have agreed to provide the Full Refund Services will charge the prices set out in their Application (or Change Request) for all Full Refund Services, as well as applying the Discount. These prices must be within the limits we set from time to time for the Practice to be advertised as offering Full Refund Services on Finder. If you need to change your prices from those submitted in your Application, you can notify us using the process set out in Clause 9 (*Changes to this Agreement*) and we will then confirm to you whether your proposed prices are still within the applicable limits for Full Refund Services.

2.5 All Charges shall be fully inclusive and represent complete payment for the relevant Service.

2.6 If a Member (or the Practice) has any questions about what treatment Bupa Insurance will fund, please refer them to the member services helpline on 0800 237 777, option 1 (lines are open Mon – Fri: 08:00 – 18:00; Saturday: 08:00 – 13:00; Bank Holidays: 08:00 – 13:00; please note that we may record or monitor our calls).

2.7 We will confirm to you in writing whether we are able to offer your Practice a direct settlement invoicing process.

3. Finder

The Practice agrees to appear on Finder and to monitor the Practice's Finder profile to ensure it is always up to date and let Bupa Insurance know of any required changes.

4. Invoicing process for non-direct settlement Practices

This Clause 4 is only applicable to Practices which do not use the direct settlement process.

4.1 Before treating any patient, the Practice must check whether they are a Member by asking the patient whether they have any current Bupa dental cover. Where appropriate the Practice may ask to view relevant documentation such as the Member policy certificate.

4.2 The following information must be provided to each Member in order to facilitate the Member's claim to Bupa Insurance:

- (a) the invoice date;
- (b) the dates of treatment received;
- (c) the description of the condition being treated;
- (d) the Charges, inclusive of the Discount; and
- (e) a receipt showing that the invoice has been paid by the Member.

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- (f) the Practice's Bupa Insurance provider number as notified to you by Bupa Insurance ;
- (g) the name of the treating dentist or hygienist together with their GDC number;

5. Invoicing process for direct settlement Practices

This Clause 5 is applicable to Practices which we have confirmed in writing can use the online direct settlement process. If you are using the telephone direct settlement process, please continue to use the telephone system rather than the Bupa Claims System until we notify you in writing that the Bupa Claims System is available for you to use. If you use the Bupa Claims System or telephone direct settlement process, BINS appoints the Practice to handle claims in accordance with this Agreement.

5.1 The Practice agrees to register with Providers Online and to ensure that it has at least one active super-user at all times who is authorised to change the correspondence address or bank account of the Practice and to access and reconcile invoices paid to the Practice. If a group of Practices has a common owner then there may be a single super-user for that group of Practices. The Practice may change its nominated bank account from time to time on 14 days' written notice to us, by using Providers Online.

5.2 Before treating any patient, the Practice must check whether they are a Member, by asking the patient whether they have any current dental insurance. Where appropriate the Practice may ask to view relevant documentation such as the Member policy certificate. If the patient is a Member, the Practice must ask the Member whether they would like the Practice to complete a treatment claim on behalf of Bupa Insurance. Once the Member has given this confirmation, the Practice must:

- (a) explain to the Member that in completing the claim it is acting on behalf of Bupa Insurance;
- (b) log in to the Bupa Claims System;
- (c) enter the Member's details to check whether the Member has an active dental policy; and
- (d) submit an invoice in accordance with the instructions in the Bupa Claims System and the terms of this Clause 5.

5.3 The Practice agrees to use best endeavours to process and submit all invoices electronically, using the Bupa Claims System. If this system is unavailable due to a technical fault please contact your local Bupa IT support service for advice and use the process set out at Clause 4 (*Invoicing process for non-direct settlement Practices*). You must provide all information required by the Bupa Claims System to be able to submit a claim via Direct Settlement. This will include as a minimum all information listed under Clause 4.2 (*Invoicing process for non-direct settlement Practices*) as well as Member details. Invoices will be returned unpaid should the requested information not be provided.

5.4 It is important that you submit invoices promptly as invoices submitted after 3 months from the date of treatment may be rejected. If this happens, the Practice agrees not to contact the Member for payment.

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5.5 You will not be able to submit an invoice for treatment which is not an eligible procedure as Bupa Insurance is not liable to pay for these procedures (for example, Bupa Insurance will not pay for consumables or cosmetic treatment). Codes for ineligible procedures will not be provided.

5.6 You agree to invoice Bupa Insurance (and not the Member) for the Charges. You may not charge Members personally for any aspect of the Services, except:

- (a) any excess, which Bupa Insurance has confirmed to you is payable by that Member; and
- (b) any surplus above the relevant benefit limit, which Bupa Insurance has confirmed to you is payable by that Member.

This confirmation will be provided by the Bupa Claims System at the point of processing the claim on the Bupa Claims System.

5.7 When you submit an invoice, you may receive a message confirming that the treatment is not eligible or a portion of the invoice will not be covered by Bupa Insurance (such as where the Member has an excess or benefit shortfall for which they are personally liable). If this happens, the Practice must explain to the Member that the fees for that treatment will not be paid by Bupa Insurance, and ask them to pay personally. It is the responsibility of the Practice to collect any payment not covered by the Member's Insurance policy (such as an excess or a benefit shortfall), Bupa Insurance will not be liable for any such amount. Any questions should be referred to member services.

5.8 If a patient is not identified as a Member at the time of their treatment, but is later identified as a Member, then the Practice will ensure that the Discount and the correct prices for the Full Refund Services are applied retrospectively and any overpayment is promptly refunded to the Member.

5.9 We will pay invoices submitted in accordance with this Agreement directly by BACS to the bank account the Practice have nominated to us, no later than 7 days following the invoice being cleared by us for payment.

5.10 The Practice undertakes to pay to each Nominated Clinician the amount paid by Bupa Insurance to the Practice in respect of the Nominated Clinicians' fees (or the amount due to any dentist or dental hygienist in respect of work done by that dentist or dental hygienist, where the cost of that work was included in the Charges). The Practice will make this payment within a reasonable period of time of receipt of such payment from Bupa Insurance. Bupa Insurance has no liability to any Nominated Clinician, dentist or dental hygienist in respect of any treatment provided to a Member.

5.11 Where Bupa Insurance or the Bupa Group receives a claim from any dentist or dental hygienist in respect of that dentist or dental hygienist's fees, and those fees are included in the Charges or have been otherwise paid to the Practice in accordance with this Agreement, the Practice shall indemnify Bupa Insurance for the amount of the fees claimed by the dentist or dental hygienist on an after tax basis, together with any reasonable costs incurred by Bupa Insurance in dealing with any such claim. Bupa Insurance shall as soon as reasonably practicable following receipt

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of such a claim from a dentist or dental hygienist notify the Practice and refer the dentist or dental hygienist to the Practice.

6. Quality of Dental Services

6.1 The Practice agrees that it will ensure that all clinicians working at that location shall:

- (a) be registered with the General Dental Council;
- (b) have evidence that they have adequate and appropriate indemnity insurance arrangements in place to cover any treatments that the relevant clinician provides;
- (c) have access to training and evidence of up to date Continual Professional Development in line with the GDC's standards for Continuing Professional Development;
- (d) follow the GDC published 'Standards for the Dental Team' (as amended from time to time);
- (e) follow the policy of preventative dentistry and work according to published guidance from the GDC (as amended from time to time);
- (f) have evidence of an up to date DBS check;
- (g) provide patients with a written treatment plan with a breakdown of costs before treatment commences; and
- (h) have a documented process for the investigation of adverse incidents and/or complaints of a serious clinical nature.

6.2 The Practice agree to notify us immediately if:

- (a) any of the requirements of Clause 6.1 cease to be met;
- (b) the Practice becomes aware of any threatened or actual legal or disciplinary action by the GDC or the Care Quality Commission (or equivalent local regulatory body) against the Practice or any clinician working at the Practice;
- (c) the Practice becomes aware of any criminal prosecutions or convictions against the Practice or any clinician working at the Practice; or
- (d) any clinician working at the Practice is dismissed from the Practice or asked to leave due to clinical concerns.

6.3 Each Practice shall be registered with the Care Quality Commission (or equivalent local regulatory body). If the regulator recommends any improvement actions with specific deadlines, or takes any enforcement action, or notifies the Practice that it considers any aspect of the Practice to be unsafe, then the Practice must notify Bupa Insurance immediately.

6.4 The Practice shall provide reasonable evidence of any item listed in this Clause 6 to Bupa Insurance within 5 business days of written request.

6.5 The Practice represents and warrants that the information provided to Bupa Insurance by the Practice in the Application is, on the date that the Practice submits its Application, complete, accurate and correct.

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7. Complaints and disputes

7.1 Both parties will have an established process for handling complaints and will investigate and respond to any complaints which it receives promptly.

7.2 If the Practice receives any complaints which relate to a Member's insurance policy or the services which it has received from Bupa Insurance, the Practice will promptly provide reasonable details of that complaint to Bupa Insurance by emailing customerrelations@bupa.com. Bupa Insurance will use reasonable endeavours to resolve the complaint to the customer's satisfaction promptly and will promptly confirm the outcome to the Practice if reasonably requested to do so.

7.3 If Bupa Insurance receives any complaints which relate to a Member's clinical treatment or the services provided by the Practice, Bupa Insurance will promptly provide reasonable details of that complaint to the Practice using the contact details set out in the Application (or any Change Request). The Practice will use reasonable endeavours to resolve the complaint to the customer's satisfaction promptly and will promptly confirm the outcome to Bupa Insurance if reasonably requested to do so.

7.4 The Practice will promptly notify Bupa Insurance of any complaints relating to a Member which are of a serious clinical nature by emailing healthcarequality@bupa.com. Bupa Insurance may request that a full investigation of that complaint is carried out and a full report of the root cause analysis provided to Bupa Insurance.

8. Audits

8.1 We will regularly carry out audits of the terms under this Agreement. We may, at our discretion and on reasonable notice, conduct an in-depth audit of the Practice's underlying billing or clinical data, or appoint a third party to do so on our behalf. This audit may include charges billed and/or paid (including whether the Discount has been correctly applied and whether the Full Refund Limits have been correctly charged) and/or whether the Practice is (and has been) compliant with any of the terms of this Agreement.

8.2 The Practice agrees to assist (and to procure that each Nominated Clinician assists) with any reasonable request in connection with any audit, including providing relevant financial records and medical notes (where applicable data protection laws and patient confidentiality requirements permit).

8.3 In order to facilitate an audit by Bupa Insurance you must keep price lists for all Services offered to patients, and patient records, for a minimum period of two years, and provide these to Bupa Insurance promptly upon request.

8.4 If any audit uncovers material non-compliance with the terms of this Agreement, then Bupa Insurance will decide in its sole discretion what action to take. Bupa Insurance may terminate the Practice's recognition, or any Nominated Clinician's participation, in the Bupa Dental Insurance Network.

8.5 In addition to our rights under Clause 8.4, if any audit uncovers any failure to apply the Discount or to charge Members within the accepted limits for Full Refund

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Services, Bupa Insurance may require the Practice to pay the difference to Bupa Insurance (or set off this amount against any future payments due). At its discretion Bupa Insurance may require the Practice to make refunds directly to the affected Members.

9. Changes to this Agreement

9.1 If any changes to this Agreement, or the information the Practice has provided to Bupa Insurance, are necessary, the Practice must request a change by submitting a Change Request to dentalnetwork@bupa.com as soon as reasonably practicable. For example, a Change Request should be used where:

- (a) any of the Nominated Clinicians leaves the Practice; or
- (b) any of the Nominated Clinicians changes whether they will provide the Discount or charge within the Full Refund Services limits;
- (c) there is any change to the prices provided in the Practice's Application (provided that the Practice may only apply to change its prices a maximum of once per calendar year).

Bupa Insurance will notify the Practice within 28 days of receipt of a change form, whether the proposed change is accepted.

9.2 Bupa Insurance may notify the Practice in writing if it intends to change the terms of this Agreement. A minimum of 28 days' notice will be provided before any such change takes effect. The Practice will have the option to terminate its membership of the Bupa Dental Insurance Network or to accept the proposed change, on the expiry of the notice period.

10. Termination.

10.1 Either party may end this agreement at any time on 28 days' written notice to the other party.

10.2 Bupa Insurance shall be entitled to terminate any Practice's inclusion in the Bupa Dental Insurance Network, or to remove any Nominated Clinician from inclusion in this Agreement, with immediate effect, if:

- (a) Bupa Insurance has reasonable concerns for its' Members' safety;
- (b) any failings or concerns about the Practice or Nominated Clinician are identified by any competent regulator or any regulator is conducting an investigation into the Practice or Nominated Clinician;
- (c) a Practice or Nominated Clinician ceases to hold or have any licence, approval, authorisation or consent, which is required to provide the Services by applicable law;
- (d) a Practice fails to comply with any material term of this Agreement (including a breach which becomes material by its persistence), and fails to remedy that non-compliance within 14 days of receipt of a written warning notice;
- (e) any of the events listed in Clause 6.2 (**Quality of Dental Services**) occurs;
- (f) the Practice or Nominated Clinician do anything which will or could reasonably be expected to cause damage to Bupa Insurance's reputation; or

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- (g) at any time, the Practice is not able to offer the Discount on all of the Services.

10.3 This agreement shall also terminate if either of us:

- (a) suffer the appointment of a receiver, administrator or liquidator;
- (b) enter into a voluntary arrangement with our creditors; or
- (c) otherwise become insolvent or bankrupt or fail to meet our liabilities as they fall due.

10.4 If this agreement is terminated then the Practice shall complete the provision to a Member of any Services already commenced at the date of termination which forms part of an ongoing course of treatment, unless Bupa Insurance has raised any concerns over Member safety, in which case it may instruct the Practice not to provide any further Services. Any Charges incurred for Services provided after termination will be payable in accordance with the terms of this Agreement.

10.5 In all such cases termination shall be without prejudice to any rights accrued prior to termination, including the obligation to pay any net amounts accrued payable by one of us to the other, which shall remain due on the dates provided in this agreement.

11. Data Protection

11.1 You must comply, and must procure that all of the Nominated Clinicians comply, with all applicable obligations in respect of any Personal Data relating to a Member ("**Member Data**") imposed by, or made under, Data Protection Law, for so long as you process any such Member Data.

11.2 From time to time we may ask you to disclose Member Data to us to exercise our rights under this agreement and so we can manage claims made by Members and administer our schemes.

11.3 If you believe, acting reasonably, that disclosing Member Data under paragraph 11.2 would result in a breach of Data Protection Law, you should:

- (a) notify us of this fact as soon as reasonably practicable, in no event later than 7 days, giving details of the reason(s) why you believe a disclosure under paragraph 11.2 would cause you to be in breach of Data Protection Law; and
- (b) use all reasonable endeavours, having regard to the purpose of any request for Member Data, to give us sufficient information to achieve that purpose, including (but not limited to) taking measures to obtain Member's consent where required, redacting Member Data to the minimum extent possible to achieve compliance with the Data Protection Law to facilitate the request made by us under paragraph 11.2 and/or providing alternative or additional information suited to achieving the purpose).

11.4 For the purposes of this paragraph 11 you must ensure that you have a lawful basis for disclosing any Member Data to us in accordance with Data Protection Law.

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12. Confidentiality

12.1 Each of the parties shall keep confidential and shall not disclose to any person any information, whether in written or any other form, which has been or may be disclosed to it ("receiving party") by or on behalf of the other party ("disclosing party") in the course of the discussions leading up to or the entering into or performance of this Agreement and which is identified as confidential or is clearly by its nature confidential ("Confidential Information") except insofar as the Confidential Information:

12.1.1 is required by a person employed or engaged by the receiving party in connection with the proper performance of this Agreement; or

12.1.2 is required to be disclosed by law or by regulation or any regulatory body by the receiving party, provided that the receiving party shall notify the disclosing party of the information to be disclosed and the circumstances in which the disclosure is alleged to be required as early as reasonably possible before such disclosure must be made and shall take all reasonable action to avoid and limit such disclosure.

12.2 Any disclosure of Confidential Information permitted under clause 12.1.1 shall be in confidence, shall only be to the extent that any persons to whom the information is disclosed need to know the same for the performance of their duties and the receiving party shall be obliged to procure that all such persons are aware of the obligation of confidentiality and undertake to comply with it.

12.3 Each party hereby undertakes to the other to use the Confidential Information disclosed to it by or on behalf of the other party solely in connection with the performance of this Agreement and not otherwise for its own benefit or the benefit of any third party.

12.4 Confidential Information does not include information which:

12.4.1 is or becomes generally available to the public otherwise than as a direct or indirect result of disclosure by the receiving party in breach of this Agreement; or

12.4.2 is or was made available or becomes available to the receiving party otherwise than pursuant to this Agreement and free of any restrictions as to its use or disclosure.

12.5 Without prejudice to any other rights or remedies that the disclosing party may have, the receiving party acknowledges and agrees that the disclosing party shall, without proof of special damage, be entitled to seek an injunction, specific performance or other equitable relief for any threatened or actual breach of the provisions of this clause, in addition to any damages or other remedy to which it may be entitled.

13. Anti-bribery and corruption

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13.1 The parties shall each comply with all applicable laws relating to the detection and prevention of financial crime (including, without limitation, the Bribery Act 2010) and shall have in place adequate policies and procedures to procure compliance.

13.2 For the avoidance of doubt, nothing in this Agreement obliges either Party to perform any action (including but not limited to paying any claim or providing any benefit or services) to the extent it would cause us to breach any trade or economic sanctions, laws or regulations of any jurisdiction to which that Party is subject (which may include without limitation those of the European Union, the United Kingdom and/or the United States of America)

14. General

14.1 The Practice may not assign or transfer this agreement or any rights under it, nor sub-contract any or all of its obligations under this agreement, without having obtained our prior written consent.

14.2 If you need to send us a formal notice, you can do this using the following contact details: dentalnetwork@bupa.com. We may notify you that these details have changed from time to time.

If we need to send you a formal notice, we will use the contact details you provided in your Application Form (or a Change Request) – this means we can send notices by email if you've provided an email address.

Information you send to this email address may not be secure unless you send us your email through Egress Switch. To sign up for a free Egress Switch account, go to <https://switch.egress.com/ui/learn>. Any personal or sensitive data should always be sent using Egress Switch.

14.3 The Practice agrees that this agreement constitutes the entire agreement between the Practice and Bupa Insurance in respect of dental services provided to Members. Please note that this Agreement may be one of a series of agreements which Bupa Insurance has entered into with the Practice. Other healthcare services agreements may already be in place, or be in the process of being put in place, between Bupa Insurance and the Practice in respect of certain other services and/or other facilities and/or other categories of customers of the Bupa Group (such as private medical insurance customers). The provisions of those agreements will apply to the circumstances governed by those other agreements.

14.4 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement.

14.5 This agreement shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the English courts.

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Schedule 1 Defined Terms and Interpretation

this Agreement includes these standard terms, together with all information provided by the Practice, and the commitments and representations the Practice have made, in the Practice's Application, and any Change Request.

Application means the response provided by the Practice using the online submission form to enable us to consider whether the Practice is a suitable Bupa Dental Insurance Network provider.

BISL means Bupa Insurance Services Limited, a company registered in England with registered number 03829851. BISL performs certain activities under this Agreement on behalf of BINS.

Bupa Claims System means the system provided by BISL to the Practice by prior agreement, used to submit claims to BISL.

Bupa Dental Insurance Network means the network of dental practices which have agreed to collaborate with BISL to offer the Discount on Services provided to Bupa Dental Insurance Members as listed in Schedule 2, and in some cases the Full Preventive Refund and the direct settlement process as set out in this Agreement.

Bupa Group means BISL, its subsidiaries and subsidiary undertakings, any holding company of BISL and all other subsidiaries and subsidiary undertakings of any such holding company from time to time.

Bupa Insurance means Bupa Insurance Limited, a company incorporated in England with registered number 3956433, or BISL acting as agent of Bupa Insurance Limited.

Change Request means a change form in the format found at Schedule 4, which confirms any changes the Practice wishes to make to the Agreement.

Charges means the amount charged to a Member (including any amount charged to Bupa Insurance as part of a claim on the Member's insurance policy) for provision of the Services.

Data Protection Law means the following legislation to the extent applicable from time to time: (a) national laws implementing the Data Protection Directive (95/46/EC) and the Directive on Privacy and Electronic Communications (2002/58/EC); (b) the General Data Protection Regulation (2016/679) and the Data Protection Act 2018; and (c) any other similar national privacy law.

Discount means a discount of either 10 or 20% off the Nominated Clinician's advertised price for the relevant Service on the date of treatment as specified in the Application or any subsequent Change Request.

Finder means the website owned and operated by Bupa at <http://finder.bupa.co.uk/> which contains profiles of Bupa recognised treatment providers.

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Full Refund Services means any preventative or restorative dental procedure, treatment or service which is included on the list of full refund services in Schedule 3 (Full Refund Services), as updated from time to time.

Member means:

- (a) an individual who is covered under a valid private dental insurance policy underwritten by Bupa Insurance or another member of the Bupa group;
- (b) a beneficiary under a health trust administered by a member of the Bupa group which includes benefits for dental treatment;
- (c) a beneficiary under a self insured corporate PMI scheme administered by a member of the Bupa Group which includes benefits for dental treatment; or
- (d) any other customer of the Bupa Group entitled to access the Bupa Dental Insurance Network under their Bupa product.

Nominated Clinician means:

- (a) each dentist registered with the GDC who has been notified to Bupa Insurance as treating Members under this Agreement, specifically providing the Discount Services or the Full Refund Services,; and
- (b) all dental hygienists at your Practice.

Personal Data means (i) in the case of Bupa Insurance, all personal data provided by the Practice or any Nominated Clinician and (ii) in the case of the Practice or any Nominated Clinician, all personal data provided to it by the Members.

Practice means the dental practice(s) or location(s) named in your Application, or in a Change Request, which has been accepted by Bupa Insurance as a location where Services can be provided to Members under this Agreement.

Providers Online means the password protected website at www.bupa.co.uk/healthcare-providers (or such other address as may be notified to the Practice from time to time) which allows the Practice to submit certain information and/or bills to Bupa Insurance, and view and download certain information concerning the Practice's transactions with Bupa Insurance.

Services means the general dental treatment services set out at Schedule 2 (Discount Services), and Schedule 3 (Full Refund Services) as updated from time to time.

Interpretation

In construing this Agreement, unless expressly specified to the contrary:

- (a) all references to Clauses, Paragraphs or Schedules are references to the clauses, paragraphs and schedules to this Agreement;
- (b) use of the singular includes the plural and vice versa;
- (c) references to times are to UK times;
- (d) a reference to any statute, statutory provision or regulatory requirement shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;

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- (e) the expressions “body corporate”, “holding company”, “subsidiary” and “subsidiary undertaking” shall have the meaning given in the Companies Act 2006;
- (f) general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words and the words “include”, “includes” and “including” shall be construed as if they were followed by the words “without limitation”; and
- (g) any indemnity being given on an “after-tax” basis means that, to the extent that the amount payable pursuant to such indemnity (the “Payment”) is reduced as a result of a deduction, withholding or charge required by law in respect of tax, it shall be increased so the recipient of the Payment is in the same position as it would have been in if there had been no such tax or tax credit, repayment or other tax benefit.

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Schedule 2 Discount Services

To join the Bupa Dental Insurance Network the Practice must have at least one dentist that agrees to offer a 10% or 20% discount on their standard fees for the treatments and services listed below.

All hygienists working at the practice must also agree to offer the 10% or 20% discount on their standard fees on the treatment and services listed below, to the extent provided by the hygienists.

Treatment Category	Treatment Description	Procedure Code	Procedure Code
		Plan	Choice
Routine Treatment	Examinations		
	Routine Examination	DA001	DA001
	New Patient Examination		DA002
	Preventative Treatments		
	Small x ray (Bitewing)	DA021	DA004
	Medium x -rays (Intra Oral)		DA005
	Panoral X - Ray		DA006
	Scale and Polish		
Simple Scale and Polish	DA007	DA007	
Fillings	Fillings		
	Silver Filling x 1 surfaces	DB034	DB001
	Silver Filling x 2 surfaces		DB002
	Silver Filling x 3 surfaces		DB003
	White filling anterior 1 surface		DB004
	White filling anterior 2 or more surfaces		DB005
	White filling posterior 1 surface		DB028
	White filling posterior 2 or more surfaces		DB029
Extraction and Surgical Treatment			
Simple extraction	DB034	DB011	
Surgical extraction with bone fragment		DB013	
Apicectomy		DB015	
Incising an abscess		DB017	
Major restorative treatments	Root Canal Treatment		
	Root canal - upper or lower anterior	DB034	DB007
	Root canal - upper pre molar		DB008
	Root canal - lower pre molar		DB009
	Crowns, Bridges, Perio treatment		

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	Inlay/onlay		DC013
	Veneer		DC012
	Full gold crown		DC020
	Porcelain crown		DC019
	Bonded crown		DC021
	Bridge		DC018
	Adhesive bridge		DC017
	Post & core gold	DC034	DC022
	Post & core standard		DC023
	Refix or re-cement existing crown		DC030
	Re-cement adhesive bridge		DC031
	Re-cement any other bridge		DC032
	Chronic periodontal/ 1-4 teeth		DA012
	Chronic periodontal/ 5-9 teeth		DA013
	Chronic periodontal/ 10-16 teeth		DA014
	Chronic periodontal/ 17+ teeth		DA015
	Dentures		
Dentures	Partial upper or lower acrylic dentures		DC001
	Partial upper & lower acrylic dentures		DC002
	Partial upper or lower metal dentures		DC005
	Partial upper & lower metal dentures		DC006
	Full upper or lower acrylic dentures	DC034	DC003
	Full upper & lower acrylic dentures		DC004
	Reline denture		DC025
	Denture repair		DC011
	Denture addition of tooth		DC009
		Orthodontic treatment	
Orthodontic Treatment	Orthodontic Treatment IOTN scale 4-5	DB036	DB036
	Other		
Other Treatments	Anaesthetist fees (sedation)		DB021
	Fissure sealants		DA023
	Topical fluoride solution		DA017
	Mouth guards		DB020

Terms and conditions for Bupa Dental Insurance Network October 2018

Schedule 3 Full Refund Services

After application of the Discount, if your fees are below our Full Preventative Refund prices we can additionally identify to our Members that the Practice is a “full preventative refund practice”. This means that Bupa customers with certain products will be guaranteed no shortfall to pay on their preventative dental treatment (when used in line with their policy terms and conditions).

Treatment	Product procedure code	
	Dental Plan	Dental Choice
Examinations		
Routine Examination	DA001	DA001
Preventative Treatments		
Small x-ray	DA021	DA004
Medium X-ray (per film)		DA005
Scale and Polish		
Simple scale and polish	DA007	DA007