

(Top copy to be retained by Dentist, bottom copy to be retained by Patient)



## OFFER OF REGISTRATION

### FULL CARE CONTRACT

Dear

I am a Member of IndepenDent Care Plans U.K. Ltd. and I hereby offer to provide for you the Plan Treatment as detailed in the Conditions of Patient's Registration

for a Plan Payment of – **Monthly/Annual**

£

Additionally, an annual or monthly Insurance Premium (as detailed in the Conditions of Patient's Registration) will be payable on the first Payment Date after the Date of Registration and each yearly anniversary thereafter or will be payable by twelve monthly instalments commencing on the first Payment Date after the Date of Registration and monthly thereafter.

Insurance Premium – **Annual**

£

Insurance Premium – **Monthly**

£

The Plan Payment and Insurance Premium are subject to change as described in Paragraph 4 in the Conditions of Patient's Registration. Should you wish to cancel your Registration, you may do so at any time by giving twenty-one days' notice in writing and cancelling your direct debit mandate with your bank.

If you wish to accept this offer, which remains valid for a period of one calendar month, please sign your acceptance below, complete the Patient's Registration Form and direct debit mandate and return these documents to me as soon as possible. Your payments will be collected by direct debit on or about the 5th day of each month.

Yours sincerely

Dentist's Signature

Date

Excluded Treatment

*I hereby accept the above offer and apply to register with IndepenDent Care Plans U.K. Ltd. subject to the Conditions of Patient's Registration. I appreciate that my Registration is only with the Dentist named above. If I change my dentist and wish to continue receiving treatment under IndepenDent Care Plan I will need to seek fresh registration with my new dentist.*

Patient's Signature (if under 16, signature of Parent or Guardian)

Date (this is your Registration Date)

PLEASE NOTE THAT BY ACCEPTING THIS OFFER YOU ARE ENTERING INTO A CONTRACT WITH YOUR DENTIST AND NOT WITH INDEPENDENT CARE PLANS U.K. LIMITED (except in the case of the Insurance Policy).

IndepenDent Care Plans U.K. Ltd. Registered Office: River House, Young Street, Inverness IV3 5BL. Telephone 01463 222999 Fax 01463 716766 email: icpltd@ident.co.uk

# CONDITIONS OF PATIENT'S REGISTRATION

## 1 Definitions

For the purposes of the Contract the following words and terms shall have the meaning ascribed to them below unless the context otherwise requires. Any words importing the masculine gender include the feminine and the singular includes the plural and vice versa in each case.

"ICP" means Independent Care Plans U.K. Ltd. a Company registered under the Companies Acts and having its Registered Office at River House, Young Street, Inverness IV35BL.

"Independent Care Plan" means the independent full care plan for the provision of private dental care administered by ICP.

"Patient" means any person registered with a Dentist under Independent Care Plan, or any person on whose behalf such registration has been effected.

"Dentist" means the dental practitioner with whom the Patient is registered under Independent Care Plan, or where the case admits any other dental practitioner acting upon his behalf in the provision of dental treatment or care or other associated service.

"Plan Treatment" means all dental treatment required to maintain dental health which is normally provided to patients by a general dental practitioner, including but not limited to:

- a in each year at least two examinations (3 in the case of children under 16)
- b preventive therapy, counselling and advice
- c scaling and polishing
- d provision, repair and maintenance of prostheses, including crowns, bridges and dentures
- e radiographs, restorations, root therapy, extractions and
- f periodontal and surgical treatment.

Such treatment shall exclude

- A Insured Treatment (see below)
- b Orthodontic appliance therapy
- c Prescription costs of pharmaceuticals
- d Treatment by dental or medical consultants
- e Treatment which the patient and the Dentist have, at or prior to the Registration Date, agreed should be excluded
- f The provision, repair or replacement of dental implants and related super-structures
- g Laboratory costs or (at the election of the Dentist) 35% of the Dentist's usual fee for the provision of laboratory-based treatment
- h Any alternative treatment to treatment necessary at or before the Registration Date (unless such alternative treatment, not being part of a continuing course of treatment commencing prior to the date of Registration, becomes necessary after the Registration Date).
- i Items of Treatment which are purely cosmetic.

"Registration" means the registration of the Patient under Independent Care Plan.

"Offer of Registration" means the Independent Care Plan offer of registration form signed by the Dentist and the Patient.

"Registration Form" means the Independent Care Plan registration form and Direct Debit instruction signed by the Patient.

"Registration Date" means the date of the Patient's signature on the Offer of Registration.

"Conditions" means the Conditions of Patient's Registration printed on this page.

"Contract" means the contract between the Patient and the Dentist constituted by the Offer of Registration, the Registration Form and the Conditions.

"Clause" means a clause in the Conditions.

"Insurance Policy" means the insurance policy maintained by ICP for the benefit of Patients against the cost of emergency treatment and treatment for accidental injury on such terms (as to excess, benefits, limits of cover) as may be agreed with the insurance company from time to time.

"Insurance Premium" means the annual or monthly sum payable by the Patient to ICP in respect of the insurance premium payable for the Insurance Policy.

"Insured Treatment" means any dental treatment in respect of which the cost may be covered in whole or in part by the Insurance Policy.

"Plan Payment" means the annual or monthly sum detailed on the Offer of Registration (but subject to alteration in terms of Clause 4) payable by the Patient or on his behalf to ICP on behalf of the Dentist in respect of the Dentist providing the Plan Treatment

"Payment Date" means the fifth day of a calendar month or such other date as may be determined by ICP.

## 2 Plan Payments and Entitlement to Plan Treatment

- 2.1 The Plan Payment shall be paid by the Patient to ICP or its nominee in 12 equal monthly instalments or one single annual sum commencing on the first Payment Date after the Date of Registration, and monthly or annually thereafter as appropriate.
- 2.2 The Insurance Premium shall be paid by the Patient to ICP or its nominee in 12 equal monthly instalments or one single annual sum commencing on the first Payment Date after the Date of Registration, and monthly or annually thereafter as appropriate.
- 2.3 All payments by the Patient to ICP or its nominee shall be paid by Direct Debit. No refunds will be paid by the Dentist or ICP other than in the case of error.
- 2.4 If the Dentist provides dental care which is excluded from Plan Treatment any fees payable to the Dentist in respect of such excluded treatment shall be charged separately by the Dentist to the Patient and paid in such manner as the Patient and Dentist shall agree.
- 2.5 The Patient shall not be required to pay any of the administration costs of ICP, such administration costs being met by the Dentist and other dentists providing treatment under Independent Care Plan.
- 2.6 The Patient shall be entitled to Plan Treatment in accordance with the provision of the Contract from the Registration Date until the date on which his Registration terminates.

- 2.7 The Patient shall be entitled to the benefits of the Insurance Policy from the Registration Date until the date on which his Registration terminates.

## 3 Insured Treatment

- 3.1 The Patient shall pay any fees or charges of the Dentist or any other dentist in respect of the provision of the Insured Treatment on such terms as the Dentist (or such other dentist) may require notwithstanding that such fees may be recoverable by the Patient in whole or in part under the Insurance Policy.
- 3.2 The Patient shall be responsible for submitting any claim he may have under the Insurance Policy. Such claim shall be made by completing and lodging with ICP an appropriate claim form which will be supplied by ICP or the Dentist on request.

## 4 Alteration of Plan Payment and Insurance Premium

- 4.1 The Plan Payment may be altered by ICP on behalf of the Dentist on a change in the fee group of the Patient under Independent Care Plan.
- 4.2 The Plan Payment may be altered by ICP on behalf of the Dentist on 1st January in any year.
- 4.3 The Insurance Premium may be altered by ICP on 1st January in any year.
- 4.4 Any alteration of the Plan Payment or the Insurance Premium shall have effect upon the first Payment Date upon which a Plan Payment or Insurance Premium by the Patient falls due following the expiry of not less than 30 days prior written notice of such alteration from ICP to the Patient.
- 4.5 At the time any alteration of the Plan Payment or the Insurance Premium takes effect, the Patient's direct debit arrangements will be changed accordingly unless the Patient has cancelled his Registration prior to such alteration taking effect.

## 5 Regular Attendance

- 5.1 The Patient will pay any reasonable cancellation fee if he shall fail to keep an appointment with the Dentist. Such cancellation fee will be payable by the patient direct to the Dentist.
- 5.2 If the Patient persistently fails to attend the Dentist for regular examination or treatment when requested to do so, the Patient will pay the Dentist any additional fees which may be charged in respect of treatment necessary to re-establish dental health.
- 5.3 The Patient shall promptly advise the Dentist of any injuries, problems or other material facts which may affect his dental health or entitlement to Registration.

## 6 Liability for Treatment

The Dentist is solely responsible for the quality of Plan Treatment. Any complaints as to the quality of the Plan Treatment shall be referred by the Patient directly to the Dentist and shall not be dealt with by ICP. The Patient and the Dentist agree that no liability shall attach to ICP in respect of the quality of any treatment or care provided by the Dentist, or any professional negligence or other act or omissions by the Dentist which may give rise to a claim on the part of the Patient (including Plan Treatment, any associated treatment and Insured Treatment).

## 7 Termination of Contract by Dentist

- 7.1 The Dentist may terminate the Contract by giving the Patient not less than three months' written notice ending on the day immediately preceding the date upon which any Plan Payment becomes due.
- 7.2 The Dentist may terminate the Contract without notice to the Patient if any Plan Payment, Insurance Premium or other practice based charges are not paid when due.
- 7.3 On the date upon which the termination of the Contract becomes effective in terms of Clauses 7.1 and 7.2, the Registration shall also terminate. The Patient may seek to be re-registered as a member of Independent Care Plan by contacting a new dentist.
- 7.4 Notwithstanding termination of the Contract by the Dentist, the Patient shall remain liable for any sums due and owing to ICP or to the Dentist in terms of Clause 2 at the time of such termination.

## 8 Termination of Contract by Patient

- 8.1 The Patient may terminate the Contract with effect from the day before any Plan Payment becomes due by giving the Dentist and ICP not less than 21 clear days written notice.
- 8.2 On the date upon which termination of the Contract becomes effective in terms of Clause 8.1, the Registration shall also terminate.
- 8.3 On termination of the Contract by the Patient, the Patient shall pay to ICP and the Dentist (as appropriate) any outstanding Plan Payment, Insurance Premium or other sums due in terms of Clause 2.

## 9 Alteration of Conditions

- 9.1 The Conditions may be altered from time to time by ICP on behalf of the Dentist.
- 9.2 Any alterations of the Conditions shall not become effective until:
  - a) ICP has sent or given to the Patient written notice of the alterations and a copy of the new conditions, and
  - b) A period of 30 days has expired from the date of sending or giving said notice.

## 10 Change of Patient details

The Patient shall advise ICP and the Dentist in writing of any changes of his address or banking details.

## 11 Jurisdiction

The Contract is governed by and shall be construed according to the laws of Scotland

**You are entitled to a 14 day cooling-off period from the date of signing your Offer of Registration.**

## THE DIRECT DEBIT GUARANTEE

This Guarantee is offered by all banks and building societies that accept instruction to pay Direct Debits.

- If there are any changes to the amount, date or frequency of your Direct Debit, Independent Care Plans U.K. Ltd will notify you 10 days in advance of your account being debited or as otherwise agreed. If you request Independent Care Plans U.K. Ltd to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by Independent Care Plans U.K. Ltd on your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society.
  - If you receive a refund you are not entitled to, you must pay it back when Independent Care Plans U.K. Ltd asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

