



Patient Terms and Conditions

Version 4.0 with effect from 1 April 2016

One Healthcare Patient Terms and Conditions

Version 1.0 with effect from 1 April 2016

Please read these Terms carefully. They set out the basis upon which you will be provided with treatment at a Hospital.

One may update these Terms from time to time, however changes to these Terms will only apply to any new episode of Care or Treatment Package that you receive and you will be asked to agree to any new Terms before they become effective for you. Note that any new Terms will not apply to a Treatment Package which is part-way through when the Terms are changed.

Note that words in bold have specific meanings, which are set out in the Definitions section of these Terms.

If you want to check how much something costs, please ask. You can always check One Standard Rates at <http://www.onehealthcare.co.uk/prices> or by phoning your local One Healthcare Hospital. You can also ask for a copy of the One Standard Rates when you are at any Hospital. Please ask us if there is something that you would like explained further before you sign the Registration Form.

Part A – Insured Patients

This section will apply if you are covered by private medical insurance

1. You agree to pay for your Care.
2. Whilst you will remain responsible for the payment of your Care, where you have private medical insurance:
 - a. we will, where possible, process the insurance claim for your Care with your insurer, provided you have given us and your insurer all the information we and your insurer need to do so. If this information is incomplete or inaccurate, we may not be able to process your claim and you will need to pay for your Care, as set out in (c) below;
 - b. where we process your insurance claim and your insurer pays us direct, the rate agreed between One and your insurer (rather than the One Standard Rates) will apply to your Care;
 - c. if your insurer fails to settle our invoices (or any part of them) within 30 days of the date of issue we will assume that the outstanding amount will not be paid by your insurer and we may invoice you direct or debit the relevant balance from your credit or debit cards in accordance with the process set out in paragraph 24 below (as relevant); and
 - d. if we invoice you for your Care or an element of it you agree to pay us the amount invoiced within the time limits set out therein. If you do

not think that we have invoiced you correctly, please let us know as soon as possible so we can deal with any mistake or misunderstanding.

3. It is your responsibility to confirm with your insurer in advance that your Care is covered by your insurance policy and One will not obtain any such confirmation on your behalf. While you are in Hospital, if you want to check with your insurer whether any aspect of your Care is covered by your insurance policy, we will give you access to a telephone so you can contact your insurer.
4. Please note that some insurers use Care guidelines that may not match the professional medical opinion of the Consultants, nursing staff and other medical professionals providing your Care. In some cases, this can mean that your insurer may not pay for certain parts of the Care you receive, and you will be required to pay for that part of your Care. In particular you should note that treatment for complications may in some cases not be covered by insurance and in such cases you agree to cover the cost of your Care as set out in paragraph 2(c) above.
5. Please note that your insurance policy may not cover the cost of Sundry Items or other items such as specialist equipment, like crutches or wrist braces, or it may only cover part of such costs. You will be required to pay for any such items not reimbursed by your insurers.

6. If you pay for your treatment and subsequently seek reimbursement from your insurer, and if no other rate has been expressly agreed between you and One Healthcare, the One Standard Rates will apply to your Care.

7. If no rate has been agreed between One Healthcare and your insurer in respect of your Care, the One Standard Rates will apply to your Care.

Part B – Self-Pay: Fixed Price

This section will apply if you are paying for your own Care and your Treatment Letter states that we have offered you a Fixed Price

8. You have been sent a Treatment Letter that will confirm your Treatment Package and Fixed Price and how you pay (including whether your Consultant will collect his portion of the Fixed Price from you directly). Please ensure you read this letter carefully. As set out in Part F (Other Terms and Conditions: All Patients), your Treatment Letter is part of your Contract with One.

What is included in the Fixed Price?

9. Your Treatment Letter will confirm the Fixed Price for your Care that you are to receive under your Treatment Package. Unless your Treatment Letter says otherwise, your Fixed Price in relation to your Treatment Package includes:

- a. all Consultants' fees while you are in Hospital;
- b. your accommodation in the

Hospital including your meals for if you are required (on the advice of your Consultant) to stay;

- c. your nursing Care, including while you are in Hospital and post-discharge (for example, for the removal of stitches, application/ removal of plaster case and/or changing of dressings);

- d. operating theatre charges;
- e. all tests to determine your fitness for surgery immediately pre-admission;
- f. all tests, treatments, drugs and dressings you may need during your stay in Hospital;
- g. your essential medical or surgical equipment;
- h. all prosthesis typically used for the procedure that you are having, selected from a standard range;
- i. X-rays, scans and physiotherapy that you require during your stay in Hospital;
- j. all take home drugs that you require on the advice of or as prescribed by your Consultant for up to 14 days following discharge (other than in relation to DVT prophylaxis where, if required, you will receive a full course of treatment);
- k. all clinically necessary follow-up physiotherapy which your Consultant prescribes to support your rehabilitation;
- l. any basic home aids, such as wrist braces, crutches, sticks and reachers that you require;
- m. one clinically necessary follow-up appointment with your Consultant;
- n. all clinically necessary post-discharge radiology and pathology; and
- o. treatment for any clinical complications, subject to paragraph 16 below.

What is not included in the Fixed Price?

10. The following items are not included in your Fixed Price. If you have not paid for these already, you will be asked to pay for these separately at the One Standard Rates (unless otherwise stated in your Treatment Letter). The items not included in your Fixed Price are:
- a. your initial consultation and any tests carried out at the time of that consultation;
 - b. Care not listed in paragraph 9 above or Care listed in your Treatment Letter as being excluded from your Treatment Package;
 - c. chemotherapy drugs or IVF drugs not listed in your Treatment Letter as being included in the Fixed Price;
 - d. Sundry Items;
 - e. Care that you receive anywhere other than at the Hospital where you have booked your Treatment Package;
 - f. Care you receive that is not related to your Treatment Package, including treatment of complications and any condition associated

with, or arising as a result of, pregnancies resulting from IVF treatment; and

- g. Large home aids, such as commodes or stair lifts.

What happens if I decide not to go ahead?

11. If you decide not to go ahead with your Treatment Package, you will need to pay for the Care that you have received up until the point of cancellation. This will be charged at One Standard Rates, but you will not have to pay more than the Fixed Price in relation to items which are included in the Fixed Price. We reserve the right to charge a cancellation fee in accordance with paragraph 23 below if you cancel your treatment within 7 days of a scheduled appointment or admission date.

12. If you have already paid for your Treatment Package, we will refund your payment, less any amount that you owe to the Hospital and/or the Consultant (as relevant, see Paragraph 22 below). Please note that we will pay any refund (by cheque or electronic transfer) only to the cardholder or person who made the original payment. We do not pay cash refunds.

13. Note that if your Consultant cancels your Treatment Package because they consider it is not in your best interests for medical reasons, and you have already paid for your Treatment Package, we will refund your payment, excluding initial consultation fee. Note that you will not be required to pay for any

Care included in your Treatment Package that you have received up until the point of such cancellation.

What happens if my stay is shorter than expected?

14. If your stay in Hospital is shorter than anticipated, you will not be entitled to receive a refund of any portion of your Fixed Price.

What happens if I suffer complications?

15. While the Hospital and your Consultants will do their best to ensure a satisfactory outcome, no clinical procedure is entirely risk-free and the results of any particular treatment cannot be guaranteed with complete certainty.

You can find treatment summaries containing information on a range of treatments, including common complications, on the One website at www.Onehealthcare.com/our-treatments.

16. Your Fixed Price includes the cost of treating, at a Hospital, any clinical complications identified

by your Consultant as arising directly out of the treatment you received as part of your Treatment Package, provided that you have followed the advice of your Consultants and any other medical professionals involved in your Care. Treatment for clinical complications includes any consultations, out-patient, day-care and in-patient treatment which your Consultant says you need and which the Hospital is able to provide. If we are unable to re-admit you to the same Hospital, we will make the most appropriate alternative arrangements at another One Healthcare Hospital at no additional cost to you. Where we are unable to treat your clinical complications you agree that appropriate follow-up care may be provided by your GP or the NHS. One shall not be required to provide replacement prosthesis required for reasons of normal wear and tear or any non-medical, at home, domiciliary or other long-term care that may be required.

What happens if I decide to stay in Hospital longer?

17. If, with the agreement of the Hospital, you decide to stay in Hospital beyond the date your Consultant considers it is appropriate for you to be discharged, or if you require further Care that is not covered by your Treatment Package, you will be charged at One Standard Rates.

Part C – Self-Pay: Other

This section will apply if you are paying for your own

Care other than as part of a Treatment Package

18. If your Care is not paid for by an insurer directly, is not covered by a Fixed Price Treatment Package or is to be paid by you in accordance with these Terms, you will be charged at One Standard Rates and your Treatment Letter (if relevant and in so far as possible) will confirm this. As noted in paragraph 22 below, unless otherwise indicated, your Consultant will invoice you separately for the treatment he or she provides. Note that this includes treatment for clinical or other complications, which, if needed, will also be charged to you at One Standard Rates.
19. The Hospital will give you an estimate of costs for your Care. Please note that it is not always possible to give an exact estimate for the Care you receive at the Hospital and the total cost may depend on a number of factors, including any other conditions you may have. The Hospital will always try to provide an accurate estimate and if the cost of your Care is likely to exceed this estimate the Hospital will try to notify you as soon as possible. You are responsible for the payment of all Care you receive at the Hospital, including any Sundry Items.

20. If you are an out-patient, you will need to pay for your Care prior to or on the day you attend the Hospital. If you are admitted to Hospital, you will need to pay a deposit (which may be the amount of the estimated costs of our Care) 7 days before you are admitted and settle your account on or within 7 days following discharge. You may also be asked to pay for your treatment in stages during your Care, if the amount of your deposit is used before you are discharged. Your Treatment Letter will set out what deposit is required in relation to your Care. If you have not paid before you leave the Hospital, you agree that we can debit the outstanding balance from your credit/debit card upon 7 days of notice to you, in accordance with paragraph 24 below. If your Consultants' fees are not included in your invoice, you will need to settle these directly with your Consultant.

Part D – NHS Patients

This section will apply to you if you are an NHS Patient and One is treating you on behalf of the NHS

21. If you are an NHS patient, the costs of your Care and all Consultant fees are paid by the NHS. However, the NHS does not pay for Sundry Items. We will ask you for your credit or debit card details when you come into the Hospital and you understand that we will keep these details until all Sundry Items have been paid in full. If you have not paid before you leave the Hospital, you agree that we can debit the outstanding balance from your

card upon 7 days of notice to you, in accordance with paragraph 24 below.

Part E – Other Terms and Conditions:
Private Patients

This section applies to all Private Patients

22. Consultants (your attention is particularly drawn to this paragraph):

- a. While at the Hospital, you will be under the Care of the Consultant you have been referred to, who may also involve other Consultants in your Care, if appropriate. One staff, including nurses, will provide your Care under your Consultant's instructions.
- b. Consultants involved in your Care are independent practitioners and are not

employees of One. Accordingly, One will not be liable for any act or omission of a Consultant (or the company or partnership that employs or engages the Consultants). The Consultant will be responsible for the Care he/she gives you.

- c. Except where One expressly agrees to collect the Consultant's fees as agent on behalf of the Consultant, any Consultant's fees relating to your Care will be charged separately to you. Your Treatment Letter will make this clear but if you are unsure, please ask your Hospital.

23. Cancellations: We reserve the right to charge a cancellation fee if you cancel any appointment with One within 7 days of your scheduled appointment or admission date. A cancellation fee may be based on any Care that you have received up to the point of cancellation and/ or any other reasonable costs that the Hospital has incurred. Your Treatment Letter will set out any specific cancellation fee that applies to your Treatment Package or Care.

24. Credit/Debit Card: You are responsible for settling the cost of your Care before you are admitted or shortly after leaving the Hospital. We will ask you for your credit or debit card details when you come into the Hospital or when you make your appointment. You understand that we will keep these details until the costs for your Care including Sundry Items have been paid in full

either by your insurer or yourself. If you have not paid before you leave the Hospital, you agree that we can debit the outstanding balance from your card upon 7 days of notice to you.

Part F – Overseas Patients

This section applies to all Patients who are not ordinarily resident in the UK

25. If you are not ordinarily resident in the UK you will be liable to pay charges if you require NHS treatment whilst in the UK, whether related to your Care at One (for example if you require treatment that One does not agree to provide) or not.

26. By signing a Registration Form and agreeing to these Terms you confirm that you have leave to enter the UK and that you meet all relevant immigration criteria. You also confirm that you have made adequate arrangements to pay for your Care. One may contact the Home Office or UK Border Agency (as relevant) to the extent

necessary to clarify any information regarding your leave to enter or remain in the UK in connection with your Care.

Part G – Other Terms and Conditions: All Patients

This section applies to all Patients

27. Your Contract with One: By signing the Registration Form you agree to be bound by these Terms. If there is any conflict between these Terms and the Treatment Letter or Registration Form, these Terms will take precedence. If there is any inconsistency between the Contract and any marketing material, the Contract will take precedence. One may update these Terms from time to time however any changes will only apply to any new episode of Care or new Treatment Package that you receive and you will be asked to agree to any new Terms before they become effective for you. Note that any new Terms will not apply to any Treatment Package which is part-way through when the Terms are changed.

28. Sundry Items: A list of our prices for Sundry Items is available at any time during your Care on request from your Hospital.

29. One Standard Rates: Unless the Terms or your Treatment Letter (if applicable) provide otherwise, the One Standard Rates will apply to your Care. If you want to check how much something costs, please ask. You can always check One Standard Rates at

<http://www.onehealthcare.co.uk/>

[prices](#) / One-standard-rates, by phoning your local Hospital or by asking for a copy when you are at any Hospital.

30. Notices and your contact details:

It is important that you keep us updated of any changes in your contact details.

31. Your property: Hospitals can be busy environments. While we will take all Care to ensure the safety of your belongings, One does not accept any responsibility for the theft or loss of, or damage to, any of your or your visitors' property.

32. Children: Where a person signs a Registration Form as a parent or guardian on behalf of a child under the age of 18 who is under their Care, they agree that they will be bound by these Terms, even if that child breaches, or is not bound by, any part of these Terms. In these circumstances, the references in these Terms to "you" and "your" shall include, as well as the child, the parent or

guardian of such child in so far as such references relate to any obligation to pay for any Care provided by One to that child.

33. Changes in Applicable Law: You acknowledge and accept that Applicable Law may change and prevent One from providing certain Care. If One becomes aware that such a change has occurred and the change has an effect on your Care, One will contact you to inform you of this and its consequences.

34. Assignment: One may transfer and assign your Contract to any person who acquires all or substantially all of the assets of One or to any other member of the One Group.

35. Third Party Rights: Except for you or One, no person will have any rights under or about these Terms.

36. Law and the Courts: These Terms are governed by and shall be construed in accordance with English law and the courts of England and Wales shall have non-exclusive jurisdiction.

37. Definitions:

“Applicable Law” means any and all laws, regulations, guidelines and professional obligations applicable to the provision of Care or the performance of services for you, including the requirements about treatment, procurement, research and storage of reproductive material;
“Care” means care, treatment,

diagnosis, services (including Sundry Items) and goods provided by us;

“Consultants” means all consultants, surgeons and anaesthetists involved in your Care;
“Contract” means these Terms, along with the Registration Form and, if applicable, your Treatment Letter;

“Fixed Price” means how much you will pay for your Treatment Package, as set out in your Treatment Letter;

“Hospital” means a One hospital or clinic; “Private Patients” means all patients that are not NHS patients and includes patients who are covered by medical insurance and patients who are paying for their own treatment, whether by way of a Treatment Package or otherwise;

“One”, “we” or “us” means (a) One Healthcare Limited where the Hospital in which you receive your Care is operated by One Healthcare Limited; or

(b) A list of Hospitals and the company that operates them can be provided on request or found at [www. OnehealthCare.com](http://www.OnehealthCare.com);

“One Group” means One Healthcare Limited, and any company under the same control as these companies; “One Standard Rates” means the One standard rates for Care which can be found

at

<http://www.onehealthcare.co.uk/p>

[rices](#); “Sundry Items” means personal items incidental to your Care, including meals for your visitors, newspapers and phone calls; “Terms” means these terms and conditions; “Treatment Letter” means the letter that we send to you (if applicable) regarding your Treatment Package or Care; and “Treatment Package” means the treatment or procedures that will be carried out at the Hospital as set out in your Treatment Letter and for which you have agreed to pay a Fixed Price

