

Vision Scotland Patient Terms and Conditions

Version 2.2 with effect from 1st November 2023

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

Vision Scotland 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.

Please ensure you read the Terms in relation to our charges carefully.

If you want to check how much something costs, please ask. You can always check Vision Scotland pricing at www.visionscotland.com

Part A– Paying for treatment: Treatment package

What is included in the Treatment Package

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

- a. all Consultants' fees while you are in;
- b. your nursing care, including while you are in VSE and post- discharge (for example, for the removal of stitches or changing of dressings);
- c. theatre / treatment room charges;
- d. all tests to determine your fitness for surgery immediately pre-admission;
- e. all tests, treatments, drugs and dressings you may receive while in VSE;
- f. your essential medical or surgical equipment;
- g. all implants typically used for the procedure that you are having, selected from a standard range;
- h. all take home drugs that you require on the advice of or as prescribed by your consultant for up to 28 days following discharge;
- i. any clinically necessary follow- up appointment with your consultant;
- j. treatment for any clinical complications.

What is not included in the price?

2. 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 Vision Scotland Standard Rates (unless otherwise stated in your Procedure 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 1 above or care listed in your procedure letter as being excluded from your treatment package;
- c. Sundry Items;
- d. Care that you receive anywhere other than at the Hospital where you have booked your treatment package;
- e. Care you receive that is not related to your treatment package.

What happens if I decide not to go ahead?

3. If you decide not to go ahead with your treatment, you will need to pay for the care that you have received up until the point of cancellation. 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 12 below if you cancel your treatment within 48 hours of a scheduled appointment or admission date.
4. If you have already paid for your treatment, we will refund your payment, less any amount that you owe to Vision Scotland. 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.
5. If your consultant cancels your treatment because they consider it is not in your best interests for medical reasons, and you have already paid for your treatment, we will refund your payment. 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 I suffer complications?

6. While VSE and your consultant 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 information, including common complications, on the vision Scotland website www.visionScotland.com and in the brochure you received at your consultation.
7. 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, provided that you have followed the advice of your consultants and any other medical professionals involved in your care
8. 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.

Part B – 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 Vision Scotland and your insurer (rather than the Vision Scotland 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.
 - 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 Vision Scotland 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. Vision Scotland will not be responsible for any insurer shortfall in cover. We recommend you confirm your policy limits with your insurer before you undertake your treatment.
5. 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.
6. Please note that your insurance policy may not cover the cost of Sundry Items or other items such as take-home medication, or it may only cover part of such costs. You will be required to pay for any such items not reimbursed by your insurers.
7. 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 Vision Scotland, then Vision Scotland Standard Rates will apply to your Care.
8. If no rate has been agreed between Vision Scotland and your insurer in respect of your Care, then Vision Scotland standard rates will apply to your Care.

Part C – Overseas Patients

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

9. 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 Vision Scotland (for example if you require treatment that Vision Scotland does not agree to provide) or not.
10. 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. Vision Scotland 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 E – Other Terms and Conditions: All Patients

This section applies to all Patients

Vision Scotland works with highly experienced and talented eye surgeons and support teams to ensure you can relax and enjoy the highest standards of care. Despite this problems do occasionally occur with surgical treatment. This may involve a gap in communication, a surgical complication, a problem with non-surgical care or simply a less than perfect result despite seemingly problem-free care.

For example, sometimes people need glasses more than expected after surgery, and have a small focusing error, despite preoperative measurements suggesting this would not be the case. In these situations Vision Scotland will normally, and solely at its own discretion, offer additional measures and treatment to remedy the situation at no cost to the patient, provided it is safe and reasonable to do so.

Patients who have previously had laser eye surgery and who are looking to achieve spectacle independence may require more than one procedure for each eye. In this instance all procedures will be charged at full price.

We consider this the right thing to do. We do not offer a partial or full refund unless there are exceptional circumstances (such as an error which we believe was our fault and should not have happened). This is the basis on which you agree to undergo care with us.

11. Your Contract with Vision Scotland: 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. Vision Scotland may update these terms from time to time however any changes will only apply to any new episode of treatment 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 which is part- way through when the terms are changed.

12. Cancellations: We reserve the right to charge a cancellation fee if you cancel any appointment with VSE 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 clinic has incurred. Your Admission Letter may also set out any specific cancellation fee that applies to your Treatment Package or Care.

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

14. Your property: Clinics can be busy environments. While we will take all care to ensure the safety of your belongings, Vision Scotland does not accept any responsibility for the theft or loss of, or damage to, any of your or your visitors' property.

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

16. Assignment: Vision Scotland may transfer and assign your contract to any person who acquires all or substantially all of the assets of Vision Scotland.

17. Third Party Rights: Except for you or Vision Scotland, no person will have any rights under or in connection with these Terms.

18. Law and the Courts: These Terms are governed by and shall be construed in accordance with Scottish law and the courts of Scotland shall have non-exclusive jurisdiction.

19. 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 as regards treatment, procurement, research;

"Care" means care, treatment, diagnosis, services (including Sundry Items) and goods provided by us;

"Consultants" means all consultants, surgeons, anaesthetists and self- employed GPs involved in your Care;

"Contract" means these Terms, along with the Registration Form and, if applicable, your Admission Letter;

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

"Hospital" means a Hospital, clinic or facility; "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;

"Terms" means these terms and conditions; "Admission 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 VSE as set out in your Treatment Letter and for which you have agreed to pay a Fixed Price.

"Vision Scotland", "VSE" "we" or "us" means Laser Vision Scotland Ltd