

CLINICAL CLAIMS RESOLUTION PROCESS

ACADEMY OF MEDICINE, SINGAPORE CLINICAL CLAIMS RESOLUTION PROCESS RULES (1st Edition)

1. CCRP Rules

1.1. When the Parties agree to seek a final and binding determination through the CCRP, they are deemed to agree that the determination shall be conducted in accordance with the Rules in force at the time the determination commences.

1.2. In these Rules:

1.2.1 “CCRP” means the Clinical Claims Resolution Process;

1.2.2 “Applicant” means a party who applies to seek a final and binding determination of a dispute that is within the scope of the CCRP through the CCRP;

1.2.3 “Party” or “Parties” refers to the Applicant, the Respondent or both as the context requires;

1.2.4 “Respondent” means a party who agrees to be bound by the final and binding determination sought by the Applicant;

1.2.5 “Rules” means the CCRP Rules;

1.2.6 “Secretariat” means the CCRP Secretariat;

1.2.7 “Statement” means is a written statement by a Party setting out its position on the determination sought, together with all relevant supporting documents.

2. Request for Determination

2.1. The Applicant shall send the Secretariat a Request for Determination signifying its agreement to be bound by the determination through the CCRP.

2.2. The Secretariat will contact the Respondent and if the Respondent also agrees to be bound by the determination through the CCRP, the Respondent shall signify its agreement on the Request for Determination and return the Request for Determination to the Secretariat.

2.3. If the Respondent does not agree, the determination process will not commence.

2.4. If the Respondent agrees, the Secretariat shall request payment of the requisite fee from the Applicant.

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- 2.5. The determination process commences only upon receipt by the Secretariat of full payment of the requisite fee.

3. Suitability for Determination

- 3.1. After the determination process commences, the Secretariat shall review the Request for Determination to ascertain whether the determination sought by the Parties can be made through the CCRP, being a dispute that is within the scope of the CCRP as at the date of the Request for Determination.
- 3.2. If the Secretariat determines in its absolute discretion at any time that the determination sought cannot be made through the CCRP, the determination process is terminated. The Secretariat shall notify the Parties and advise Parties of any alternative platform(s) for dispute resolution.
- 3.3. If the Secretariat determines in its absolute discretion that the determination sought can be made through the CCRP, including where the dispute falls outside the scope of the CCRP solely due to the Request for Determination being made beyond the time allowable, the Secretariat shall notify the Parties to submit their respective Statements within 14 working days.
- 3.4. If the Secretariat does not receive Statements from both Applicant and Respondent within 14 working days or such later time the Secretariat may in its absolute discretion allow, the Secretariat shall inform the Parties that the determination is terminated in accordance with Rule 3.2 above. The Secretariat may in its absolute discretion allow the determination process to proceed in the absence of Statement(s) from Applicant and/or Respondent.

4. Panel

- 4.1. After receipt of both Parties' Statements, or where the Secretariat has in its absolute discretion allowed the determination process to proceed in the absence of Statement(s), the Secretariat shall convene a Panel comprising six members as follows:
 - 4.1.1 three medical practitioners and/or dentists, all of whom shall be in the relevant or related specialities to make the determination sought;
 - 4.1.2 two medical directors, both of whom shall be from member companies of the Life Insurance Association, Singapore;
 - 4.1.3 one representative of the Consumers Association of Singapore.
- 4.2. When appointing Panel members, the Secretariat shall not, if the Secretariat is aware, appoint:
 - 4.2.1 a medical practitioner or dentist who is employed by any Party to the dispute, who is employed by the employer of any Party, or who is the employer of any Party;

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- 4.2.2 a medical director who is employed by a Party to the dispute; or
- 4.2.3 a medical practitioner, dentist or medical director who is otherwise in a position of conflict of interest.
- 4.3. The Secretariat shall de-identify or anonymise each Party's Statement before forwarding it to the appointed Panel members individually. Panel members shall not be informed of the identity of other Panel members or of the Parties.
- 4.4. A Panel member shall inform the Secretariat if, despite the de-identification or anonymization, he/she becomes aware of:
 - 4.4.1 any actual or potential conflict of interest which could give rise to justifiable doubts as to his/her impartiality;
 - 4.4.2 the identity of another Panel member; or
 - 4.4.3 the identity of a Partyand withdraw as a Panel member.
- 4.5. The Secretariat may replace any Panel member at any time without giving reason(s).
- 4.6. If:
 - 4.6.1 a Panel cannot be convened for any reason within 4 weeks after receipt of both Parties' Statements; or
 - 4.6.2 a replacement Panel member cannot be appointed within 4 weeks after a Panel member is unable to continue as a Panel member.

the Secretariat shall inform the Parties that the determination is terminated in accordance with Rule 3.2 above.

5. **Process of Determination**

- 5.1. The Panel shall only consider each Party's Statement to make the determination sought by the Parties. No Party shall have the right to the other Party's Statement. No Party shall have the right to appear before the Panel. No Party shall have the right to the identity of the Panel members.
- 5.2. The Panel may request further information or clarification from any Party through the Secretariat that it decides in its discretion to be necessary to make the determination sought by the Parties. The other Party shall not have the right to be notified of the Panel's request. No Party shall have the right to comment on the further information or clarification, if any, received by the Panel.

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- 5.3. The Panel may deliberate in any manner it considers appropriate, including asynchronous deliberations, without the need to have meetings or fulfil any quorum.
- 5.4. The Panel shall make the determination based on a majority vote from a secret ballot of the five medical practitioners or dentists and medical directors and provide its determination in writing. The Panel may, if it so desires, also provide its reasons for the determination in writing. The representative of the Consumer Association of Singapore, who provides a consumer perspective on the matters deliberated, has no voting rights.
- 5.5. The Panel may, in addition to its determination, suggest to Parties further avenues for redress where it appears to the Panel that there has been egregious behaviour of any Party or suggest that a Party, who is a medical practitioner or dentist, undergo counselling and/or mentoring.

6. Conclusion of Determination

- 6.1. After receipt of the determination, reasons and suggestions (if any) from the Panel, the Secretariat shall identify or de-anonymise them, as may be necessary, before issuing it to the Parties.
- 6.2. Where the Secretariat ascertains that any Party was involved in any prior determinations through the CCRP, the Secretariat shall forward De-Identified Prior Case Notes (defined at Rule 8.1.3 below) involving such Party to the Panel.
- 6.3. The Panel shall make a further determination in accordance with Rules 5.3 and 5.4, having regard to the De-Identified Prior Case Notes, whether that Party has engaged in behaviour that ought not to have been repeated.
- 6.4. Where the Panel makes the further determination that such Party has not engaged in such behaviour, no further action will be taken by the Secretariat. Otherwise, the Secretariat shall be at liberty, in its absolute discretion, to:
 - 6.4.1 notify both Parties of such further determination by the Panel and;
 - 6.4.2 advise the Party who was subjected to the repeated behaviour to report the case to the relevant regulator (i.e., Singapore Medical Council, Singapore Dental Council, Ministry of Health, Monetary Authority of Singapore) and to inform the regulator of the further determination by the Panel.
- 6.5. Within 14 days of issuance of the determination to the Parties,
 - 6.5.1 any Party may request that any arithmetic, clerical, typographical or error of similar nature be corrected. The request should be made in writing to the Secretariat and the other Party. The Secretariat shall confer with the Panel and if the Panel thinks fit, the Panel shall amend the determination and the Secretariat shall issue it to the Parties;

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- 6.5.2 the Panel may correct any arithmetic, clerical, typographical or error of similar nature on its own accord. The Secretariat shall issue the amended determination to the Parties.
- 6.6. Upon issuance of the determination or amended determination (if any) to the Parties, whichever is the later, the determination process is concluded and the Parties are bound by the determination or amended determination (if any) as agreed at the outset.
- 6.7. Parties agree that there shall be no appeal from the determination or amended determination (if any).

7. Withdrawal from Determination

- 7.1. At any time before the Secretariat notifies the Parties that it has forwarded each Party's Statement to the appointed Panel members pursuant to Rule 4.3 above, any Party may withdraw from the determination by notifying the Secretariat in writing, who shall inform the Parties that the determination is terminated in accordance with Rule 3.2 above. Otherwise, the Secretariat shall inform the Parties that the withdrawal is invalid and the determination process shall proceed.

8. Confidentiality

- 8.1. In Rule 8,
 - 8.1.1 Case Notes means documents or any other information provided to the Secretariat by the Parties in connection with the determination sought, communications between the Secretariat and those Parties and the determination or amended determination (if any) issued to those Parties;
 - 8.1.2 De-Identified Case Notes means Case Notes that have been de-identified or anonymised;
 - 8.1.3 De-Identified Prior Case Notes means documents or any other information (if any) provided to the Secretariat by any of the Parties in connection with a prior determination sought by any of the Parties, communications between the Secretariat and any of the Parties and the prior determination or amended determination (if any) issued to any of the Parties;
 - 8.1.4 Panel Notes means communications between the Secretariat and members of the Panel in relation to a determination sought and deliberations of the members of the Panel in coming to the determination or amended determination (if any);
 - 8.1.5 De-Identified Panel Notes means Panel Notes that have been de-identified or anonymised.

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- 8.2. The Parties, the Panel members and the Secretariat shall keep all matters in connection with or related to the determination process, including the Case Notes, De-Identified Case Notes, De-Identified Prior Case Notes, Panel Notes and De-Identified Panel Notes, confidential, which would include not disclosing or divulging to any third party, the media or the Internet, or causing anyone to do likewise, unless disclosure is required pursuant to any applicable law, regulations or directives of any relevant government, statutory or regulatory body (including stock exchange) or pursuant to any legal process issued by any court or tribunal.
- 8.3. Notwithstanding Rule 8.2, the Parties and the Panel members give their consent to allow:
- 8.3.1 any Party to rely on the issued determination, amended determination or further determination (if any) in relation to the other Party in court, arbitral, regulatory, criminal, or other adjudicatory proceedings;
 - 8.3.2 the Secretariat to share De-Identified Case Notes with any other Panel making a determination sought by any Party in the future;
 - 8.3.3 the Secretariat to share De-Identified Case Notes with auditors appointed by the Ministry of Health, Singapore for the purpose of ad-hoc audits;
 - 8.3.4 the Secretariat to share De-Identified Case Notes with the Ministry of Health, Singapore and/or the Multilateral Healthcare Insurance Committee, Singapore for the purposes of policy review and formulation and publication or release of, any news item, article, publication, advertisement, prepared speech or any other information or material pertaining to the CCRP;
 - 8.3.5 the Secretariat to share De-Identified Case Notes with the Academy of Medicine, Singapore for educational purposes;
 - 8.3.6 the Secretariat to transfer De-Identified Case Notes and Case Notes to any other administrator of the CCRP as the Ministry of Health may instruct in its absolute discretion;
 - 8.3.7 the Secretariat to share De-Identified Panel Notes with the Ministry of Health, Singapore upon the request by the Minister for Health or the Director of Medical Services.
- 8.4. Within 28 days of the conclusion or termination of the determination process, the Panel members shall dispose of all documents received from the Secretariat, including De-Identified Case Notes, De-Identified Prior Case Notes Panel Notes and De-Identified Panel Notes.

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- 8.5. For the avoidance of doubt, the Secretariat may dispose of all Case Notes, De-Identified Case Notes, De-Identified Prior Case Notes, Panel Notes and De-Identified Panel Notes or retain them in its absolute discretion.

9. Data Protection

- 9.1. The Parties give their consent for the collection, use and disclosure of personal data obtained from them for the purposes of the CCRP, including but not limited to the disclosure of such personal data to any other administrator of the CCRP.
- 9.2. The Panel members give their consent for the collection, use and disclosure of personal data obtained from them for the purposes of the CCRP.

10. Exclusion of Liability and Indemnity

- 10.1. The Panel members, the Secretariat, their respective employers and employees (if any) and the Academy of Medicine, Singapore, its directors, officers, agents and members shall not be liable to any Party or any other person for any act or omission in connection with or related to the determination process. The Parties agree not to hold the Panel members, the Secretariat, their respective employers and employees (if any) or the Academy of Medicine, Singapore, its directors, officers, agents and members liable howsoever for any act or omission in connection with or related to the determination process and release them to the fullest extent permitted by law.
- 10.2. No Party shall seek to make any Panel member, the Secretariat, their respective employers and employees (if any) act as a witness or to produce any information or documents in any court, arbitral, regulatory, criminal, other adjudicatory proceedings in connection with or related to the determination process.
- 10.3. The Parties shall jointly and severally indemnify the Panel members, the Secretariat, their respectively employer and employees (if any) and the Academy of Medicine, Singapore, its directors, officers, agents and members from and against all claims, actions, suits, proceedings, disputes, differences, demands, costs, expenses and damages of any kind, for any act or omission in connection with or related to the determination process.