

Our Ancillary Provider Terms

1 Our Ancillary Provider Terms

- (a) The Our Ancillary Provider Terms (**Terms**) apply to you from the date you become a Recognised Provider with Bupa. In particular, they apply each time one of our Customers claims a Benefit for goods or services you provide to them. It is your responsibility to regularly check the 'For Providers' section of our website to ensure you are familiar with the **Terms** and any changes to the **Terms**. See clause 13 for details about how we may vary these **Terms**.
- (b) These **Terms** also apply to any other person who initiates or provides services and/or goods on your behalf. You accept full responsibility for all services and/or goods provided on your behalf and undertake to ensure that any persons or businesses providing a service and/or good to a Customer on your behalf comply with these **Terms**.
- (c) You acknowledge that our relationship with our Customers is governed by the terms of the Bupa Fund Rules (available on our website).
- (d) In order to become and continue to remain a Recognised Provider with Bupa you must meet and continue to comply with these **Terms**.
- (e) Bupa, acting reasonably, has absolute discretion in granting recognition to any ancillary Provider for the purpose of paying health insurance Benefits for services or goods provided to Bupa Customers

2 Professional Standards

As a Bupa Recognised Provider you must:

- (a) meet Bupa's Provider Recognition Criteria for your profession; and
- (b) notify Bupa immediately if:
 - (i) you cease to practise; or
 - (ii) your registration with your Registration Board, AHPRA or relevant Professional Body ceases or becomes subject to any type of restriction, reprimand and/or notation, or if you have been convicted of a crime.
- (c) If you are a member of a profession covered by the NRAS you must also:
 - (i) be registered or hold a licence under the relevant national, State or Territory legislation to provide the goods and/or services for which you seek Bupa's recognition as a Recognised Provider; and
 - (ii) meet all standards set by the Registration Board for your profession, the Private Health Insurance (Accreditation) Rules and any other applicable State or national body that regulates your profession.
- (d) If you are a member of a profession not covered by the NRAS you must also:
 - (i) meet all applicable professional standards set out by the Private Health Insurance (Accreditation) Rules and any other applicable State or national body that regulates your profession; and

- (ii) be professionally qualified and where required by Bupa, be a member of a Bupa recognised Professional Body.

3 Bupa Recognised Provider

As a Bupa Recognised Provider:

- (a) based on our Fund Rules, we will pay Benefits for goods and/or services you provide in private practice to our Customers;
 - (b) when promoting your services you may refer to yourself as a "Bupa Recognised Provider"; and
 - (c) we may refer to you as a "Bupa Recognised Provider" in our advertising and promotions.
- You will remain a Recognised Provider unless our relationship with you is suspended (in accordance with clause 14) or ends (in accordance with clause 13(iii) or 15).

4 Your Obligations as a Bupa Recognised Provider

As a Bupa Recognised Provider you must:

- (a) comply with our Provider Recognition Criteria and these **Terms**;
- (b) ensure that all persons providing services to Bupa Customers under your instruction, direction or control are suitably qualified in accordance with the standards required of your profession, meet any Bupa recognition requirements for your profession, and comply with these **Terms**;
- (c) comply with the terms of any relevant electronic claiming system used to transact with Bupa, such as HICAPS or HealthPoint;
- (d) if not using an electronic claiming system, provide Customer Accounts to our Customers for each good and/or service you provide to them in accordance with clause 10;
- (e) maintain a "**Provider Number(s)**" being
 - (i) an Australian Government issued provider number; or
 - (ii) a current Medicare Australia issued provider number if you are a Board Registered Practitioner eligible for a Medicare Australia provider number; or
 - (iii) a current Bupa issued provider number, ensuring that your relevant details as maintained by the relevant professional association are current;
- (f) provide your services with due care and skill and with the level of expertise reasonably expected of a member of your profession;
- (g) unless allowed under Australian law, not allow your Provider Number(s) to be used by any other person;
- (h) only provide goods or services to our Customers directly and in person at the location to which your Provider Number applies, unless otherwise approved by Bupa;
- (i) not alter, amend, falsify, inaccurately document, or omit information on a Customer Account, invoice or receipt (enabling, for example, a Customer to falsely claim a Benefit);

- (j) obtain our prior written consent if you wish to refer to us, our brands, our Customers or products in your marketing or promotional material (other than by referring to yourself as a “Bupa Recognised Provider”);
- (k) not discriminate against or disadvantage Bupa Customers, such as by charging them a fee for processing a health insurance claim;
- (l) if requested by Bupa, supply Bupa with evidence that you meet the current Bupa Recognition Criteria and comply with these **Terms**; and
- (m) where you are also a Bupa Policy holder or person covered by a Bupa Policy you cannot claim on your Bupa Policy for services which you provide to yourself. Any services provided by you to other persons covered by the same policy cannot be claimed.

5 Premises Providing Health Services and/or Goods

You must:

- (a) practise and consult at and from premises that are, in Bupa’s reasonable opinion:
 - (i) clinically appropriate for the practise of your profession and provision of your goods and/or services;
 - (ii) designed to promote good hygiene practices and cleanliness to the standards expected of your profession;
 - (iii) otherwise suitable for the delivery of health services; and
 - (iv) not used for a primary purpose (as indicated by the appearance of the premises, the floor space used by the premises, or the revenues of the premises) that is not directly related to the provision of health care services. This would be the case where, for example, the main or a substantial part of the premises (by appearance, floor space, or revenues) is dedicated to the provision of shoes, beauty products, health foods and supplements, sporting goods or to the operation of a beauty salon, hairdressing salon, relaxation massage centre, sports store, health store and/or general store;
- (b) comply with all applicable Australian national or state law including any applicable approvals relating to your premises and the clinical treatment you provide;
- (c) maintain the physical aspects of your premises to a satisfactory level. For example, treatment rooms should permit confidential conversations and maintain patients’ visual privacy; and
- (d) ensure the premises provide a safe environment for patients and practitioners in accordance with Australian national and state law aimed at protecting the health, safety and welfare of anyone at a workplace.

6 Provision of Telehealth Services

The following terms apply to the provision of health services via Telehealth.

- (a) You may not promote or allow, and Bupa will not be liable to pay, any claim for a Benefit unless:
 - (i) Bupa has approved the provision of the relevant health service via Telehealth for the payment of Benefits (noting that Bupa may

approve specific treatments or entire modalities in its sole discretion). Such approval will be published on Bupa’s website;

- (ii) the Telehealth consultation is arranged and booked prior to the time of the consultation at which time you and the Customer agree that it is intended to deliver the same therapeutic value as that delivered by an equivalent face-to-face consultation;
- (iii) You deliver the Telehealth consultation in real time;
- (iv) delivering the service via Telehealth is appropriate for that individual patient (based on their clinical, personal and practical needs), and appropriate for the specific condition being treated;
- (v) You use the item number for the relevant Telehealth service specified by your Professional Body, HICAPS or HealthPoint, or Bupa when issuing invoices/receipts or submitting claims to Bupa;
- (vi) You have the competency and experience to deliver the relevant service via Telehealth in line with any Professional Body and/or National Board guidelines applicable to your modality;
- (vii) Your chosen videoconferencing platform for the delivery of the relevant Telehealth consultation is:
 - A. a secure method for the transmission of personal and private information and will enable you to maintain patient confidentiality in compliance with the Privacy Act;
 - B. technically reliable with adequate upload and download speeds; and
 - C. according to industry standards, of high sound and video quality;
- (viii) before you commence delivering the Telehealth consultation, You ensure that the patient is undertaking the consultation in a location that is:
 - A. private and secure;
 - B. free of obstruction, with all risks and hazards removed; and
 - C. otherwise appropriate for the delivery of the consultation;
- (ix) only provide the Telehealth consultation where both you and the patient are located within Australia at the time of the consultation; and
- (x) ensure that where video consultations, recordings or still images are required for clinical purposes, you obtain the prior recorded consent of the patient in accordance with your Professional Body’s guidelines.

7 Handling Information

- (a) You must comply, and assist us to comply, with any applicable privacy legislation (including the Privacy Act and any health records legislation) or industry codes related to the handling of Sensitive Information or Personal Information.
- (b) You must keep confidential any of our financial details we disclose to you.
- (c) We must keep confidential any of your financial details, the results of any audit we perform with regard to your practice, and any other practice information you confidentially disclose to us except where:
 - (i) we need to obtain financial or legal advice;

- (ii) we need to advise our Customers of any particulars relating to the goods or services you have provided to them;
- (iii) we are required or consider it necessary to advise a regulatory body, industry body or professional association of such information; or
- (iv) we are required by law to disclose such details.
- (d) We may disclose your information on a confidential basis to a related entity or entity in which we hold a significant financial or ownership interest. We may also disclose your information to an investigator and/or clinical advisor appointed by us or as otherwise required or permitted by law.
- (e) You acknowledge and agree that we will deal with your personal information in accordance with our [Provider Privacy Policy](#).
- (f) If you believe you have breached any part of this clause 7, you must immediately notify us of the nature and extent of the breach and promptly make all reasonable endeavours to rectify that breach.

8 Clinical Record Keeping Requirements

You must meet the following clinical record keeping requirements as well as any others imposed by your Registration Board (if applicable), Professional Body (such as any applicable Professional Standards) or required by law:

- (a) you must ensure your clinical records include sufficient information concerning a Customer's treatment to, if applicable, allow another health practitioner to continue to appropriately manage the Customer's care;
- (b) you must keep any hard copies of clinical records that contain Sensitive Information or Personal Information in a secure, lockable, fire-proof storage cabinet or area when not in use. You must not store or leave such clinical records in a public area;
- (c) you must keep digital copies of clinical records containing Sensitive Information or Personal Information in an environment and on an electronic system that is only accessible by you and persons authorised by you whom have a need to access such clinical records, where the given electronic system:
 - (i) may be audited by Bupa (as permitted under these **Terms**);
 - (ii) is protected by up-to-date, industry standard user-authentication (i.e. username and password), firewall and anti-virus technology; and
 - (iii) is regularly and securely backed up;
- (d) you must make and keep a clinical record of each good and service provided to one of our Customers;
- (e) clinical records relating to each individual Customer must be kept together and each record entered must be made in chronological order (even where the clinical records are handwritten) and allow for an audit trail if any changes are made;
- (f) each Customer's record must be accurate, legible and easily readable by a third party, concise, written in English and clearly indicated as applying to that Customer;
- (g) clinical records must be promptly retrievable when required;
- (h) any changes or corrections to the original clinical record must not remove the original information; you must not delegate responsibility for the accuracy of any clinical records you make or keep about a Customer to another person; clinical records must be bespoke to

- each Customer and where utilised, pre-populated clinical notes or templates and copy and paste methods must be edited immediately to reflect the individual patient's treatment plan;
- (i) you must keep a relevant medical and health history for each Customer including details relevant to the presenting condition, including presenting signs and symptoms. Such history may include but should not be limited to:
 - (i) previous illnesses;
 - (ii) pregnancy status
 - (iii) allergies;
 - (iv) current medication
 - (v) details relevant to the presenting condition; and
 - (vi) presenting signs and symptoms.
- (j) you must separately record the details of each visit by, and good or service provided to, a Customer, with each record including, but not limited to the following:
 - (i) date of treatment;
 - (ii) details of the treatment, including:
 - treatment plan;
 - name of any person that provided treatment;
 - body part, tooth identification or areas of the body treated;
 - treatment techniques utilised;
 - any herbs or vitamins administered or prescribed, including dosage;
 - drugs or medications administered or prescribed including dosage;
 - any materials used/applied; and
 - any advice or instructions given;
 - (iii) details of referrals made;
 - (iv) treatment plans accepted, and consent given;
 - (v) informed consent provided to the Customer for treatment;
 - (vi) parental or legal guardian consent where treatment is provided to children/minors
 - (vii) outcomes of any previous treatment; and
 - (viii) any other details as recommended by either or both of your Professional Body and Registration Board (as applicable); and
- (k) you must not submit, and we will not accept as evidence of the provision of goods or services, any general descriptions or information for a prescribed course of treatment such as product information.

9 Claims Verification

- (a) From time to time, we may seek to confirm the validity of a claim for goods or services you have provided to one of our Customers. Accordingly, we may at our cost, conduct an investigation using any or all of the following:
 - (i) our Records;
 - (ii) your Records or, if applicable, the Records of any entity which services or manages your practice; and
 - (iii) an investigator and/or clinical advisor appointed by us.
- (b) If we ask you to make your Records available to us (or an investigator and/or clinical advisor appointed by us):
 - (i) we will give you at least five (5) days' notice;
 - (ii) you will provide reasonable assistance at no charge to Bupa – including providing access to relevant employees, agents and contractors as nominated and required by Bupa – to all Records pertaining to services provided to our Customers (wherever such records are stored); and
 - (iii) you must promptly make those records available to

us or procure the prompt provision of those records to us at no charge to Bupa, through secure means and by no later than the date specified in the notice; and

- (iv) if, contrary to these **Terms**, your Records are not in English, you will provide at your cost, a translation from an interpreter service that is, in our reasonable opinion, reputable and suitably accredited. You must provide this translation in addition to your Records.

10 Customer Accounts and Receipting Record Requirements

- (a) You must keep:
 - (i) accurate, legible, contemporaneous, English-written accounting records of each good and/or service provided to a Customer;
 - (ii) records that are clear, accurate and not misleading; and
 - (iii) records that are made as soon as practicable after the service has been delivered or goods have been provided.
- (b) Each accounting record must be labelled with the Customer's identifying details and include the:
 - (i) date of each service;
 - (ii) name of the practitioner who provided the service;
 - (iii) details of the services and goods provided, including the itemised fee for each service and good;
 - (iv) body part/tooth identification number for each service; and
 - (v) details of all payments, including the date of the payment.
- (c) In cases where electronic claiming is not used, an itemised receipt must be issued for each payment indicating the:
 - (i) date of payment;
 - (ii) Provider number(s);
 - (iii) Provider's ABN;
 - (iv) name of the practitioner who provided the service;
 - (v) address where the Provider performed the service (including, where applicable, a service delivered via Telehealth)
 - (vi) the Provider's contact telephone number;
 - (vii) name of the patient who received the treatment;
 - (viii) date of the service;
 - (ix) treatment/s provided including the industry-based item number/s for the treatment/s if applicable and the products supplied and the individual charge for each item treatment or service;
 - (x) body part/tooth identification number for each service; and
 - (xi) individual invoice or receipt number on each receipt.
- (d) There can only be one fully itemised original account/receipt. All duplicated accounts/receipts must be endorsed as "duplicate".
- (e) All Customer Accounts/receipts must be:
 - (i) separately invoiced for each date on which services and/or goods are provided;
 - (ii) issued on your official stationery denoted by your business logo or official stamp;
 - (iii) bear an invoice/receipt number and issued in sequential order;
 - (iv) include and itemise any monetary discounts, promotions or offers given to the Customer; and

- (v) where produced electronically, legibly signed at the time of issue by either the provider of that service or the provider's representative.
- (f) Following payment for the services and/or goods provided, a separate receipt must be issued for each date on which the services and/or goods were provided.
- (g) Where a quote is itemised, the Customer Account/receipt must be endorsed with "quote" or "estimate".

11 Bupa Customers

11.1 You must ensure that:

- (a) before you treat a Customer you obtain both their informed consent and their informed financial consent to the treatment;
- (b) when treating a minor, you obtain parental or legal guardian consent before providing your intended treatment;
- (c) at all times treat patients or clients with respect;
- (d) deliver care with high level of professional competence and conduct;
- (e) work within the limits of your competence and scope of practice;
- (f) the person receiving the service and/or good is listed on the Bupa Customer card prior to submitting a claim to Bupa on behalf of the person receiving the service and/or goods and that the correct customer identifier/suffix indicated on their Bupa membership card is used to process the claim;
- (g) you do not keep or store digital or physical Bupa Customer cards or Bupa Customer card numbers or details by any means;
- (h) you do not directly or indirectly promote unnecessary or indiscriminate use of your services or goods;
- (i) you do not use Benefits as a deposit for the purchase of services and/or goods;
- (j) you only submit a claim for Benefits for services and/or goods provided on or after the date that the service/good has been provided in its entirety e.g. when the definitive crown has been cemented; and
- (k) you only submit a claim for Benefits for services and/or goods that you have provided.

11.2 If you are an optical dispensing or hearing aid provider you need not comply with clauses 11.1 (i) and (j) in the case where a Customer must pay upfront for optical frames, lenses, or contact lenses that are necessary to correct or assist with impaired vision or for hearing aids. Where the Customer cancels an order for or does not proceed with the purchase of such optical frames, lenses, contact lenses or hearing aids, Bupa will not be liable to pay any Benefits for such item and you must, within 10 Business Days, refund to Bupa any Benefits that Bupa has already paid for the item.

12 Benefit Recovery

- (a) If you or a Customer submit a claim for a good or service for which you fail to comply with your obligations under clauses 4(a),(m), 6, 8, 9, 10 or 11
 - (i) then this clause 12(a)(i) will operate to deem the good or service not provided; and
 - (ii) Bupa may:
 - A. refuse to pay the amount of Benefits we would have paid in respect of that claim had it been valid; or
 - B. request and recover the amount of Benefits already paid in respect of that claim.

- (b) We may notify you in writing if we reasonably believe that you failed to comply with your obligations under clauses 4(a), 6, 8, 9, 10, or 11 in respect of a particular claim. If within 10 Business Days from the date of the notice you have not responded to a notice issued under this clause 12(b), then clause 12(a)(i) will automatically operate to deem the services unprovided and to invalidate the claim.
- (c) If we receive from you a response to a notification made under clause 12(b), within 10 Business Days of the corresponding notice, we will assess your response and either approve or deny the claim in respect of which the notice was issued (approval not being unreasonably withheld).
- (d) If, in accordance with clause 12(a)(ii)B, Bupa requests you to refund to Bupa an amount of Benefits we have paid, you agree that:
 - (i) you will comply with our request for the refund within 30 days of the date of our request; and
 - (ii) if you fail to comply with our request under clause 12(b), we may offset future Benefits we would otherwise pay against the requested refund amount or we may (by notice to you) terminate your status as a Recognised Provider with us on the date specified in the notice (including termination of our relationship with you as contemplated by these **Terms** on that date). Exercising our rights under this clause 12(d)(ii) does not limit or restrict our ability to exercise other rights we may have in relation to your failure to comply with our request under clause 12(b).
- (e) All refund amounts requested under this clause are to be refunded to Bupa, and not to any other party.

13 Variations

We may change the **Terms** and:

- (i) if the change is needed because of a change in law we will notify you, if possible, before the change takes effect;
- (ii) for any other change we will give you two (2) months' notice of the change. We may do so by providing an alert in the 'For Providers' section of our website, notifying your Professional Body, or directly contacting you by post, telephone, email or any other means;
- (iii) if we notify you of a proposed change to these **Terms**, you may end your relationship with us by giving us written notice. Your relationship with us will end on the date that the new **Terms** take effect.

14 Suspension

- (a) We may immediately and on written notice to you, and/or your industry association (if relevant) suspend your status as a Recognised Provider with Bupa in any or all of the following circumstances:
 - (i) we reasonably believe that you no longer meet our Provider Recognition Criteria;
 - (ii) you breach any of these **Terms** and in Bupa's reasonable opinion the breach is serious or cannot be rectified;
 - (iii) your membership of a relevant Professional Body or Registration Board has lapsed;
 - (iv) conditions, restrictions and/or reprimands are placed on your registration/membership with the relevant Professional Body or Registration Board or by any governing or regulatory body/bodies;

- (v) we reasonably believe that you have breached a Professional Standard (for example, as alerted by a Bupa appointed independent investigator / adviser, Professional Body, Registration Board or Court) including, but not limited to where you provide a service, treatment or good that is unnecessary, not reasonably required or excessive or not clinically justified in circumstances; or
- (b) Subject to clause 16, your suspension under clause 14(a) will continue until such time as you provide evidence to our satisfaction that none of the above circumstances continues to apply.
- (c) We may immediately and without notice, suspend your status as a Recognised Provider if none of our Customers has made a claim in respect of your goods or services for a continuous period of two (2) or more years or if, after making reasonable attempts to contact you over a period of two (2) months we have been unable to do so. In this case, we may, however, remove the suspension where we receive a notification from you.

15 Termination

- (a) Notwithstanding anything else in these **Terms**, we may give you two (2) months' written notice, and terminate your status as a Recognised Provider with us on the date specified in the notice (including termination of our relationship with you as contemplated by these **Terms** on that date) if:
 - (i) you breach any of these **Terms** and fail to rectify the breach within one (1) month of becoming aware of that breach or receiving our notice of that breach, whichever is the sooner; or
 - (ii) we reasonably believe your conduct (including through an act or omission), provided it is within your reasonable control, may adversely impact our goodwill, reputation or business.

If we do terminate your status as a Recognised Provider on these **Terms**, we will, in accordance with our Fund Rules, honour all valid claims in respect of goods and services you have provided to Customers before the date of termination.
- (b) On written notice to you, we may immediately terminate our relationship with you and terminate your status as a Recognised Provider if:
 - (i) you do not comply with any law directly related to your role as a Recognised Provider;
 - (ii) you breach a material obligation under these **Terms**;
 - (iii) in any of the circumstances under which we may suspend your status as a Recognised Provider under clause 14;
 - (iv) we decide to end our relationship with all our Recognised Providers or all members of a particular Professional Body.
- (c) We may immediately without notice, terminate our relationship with you and terminate your status as a Recognised Provider in any or all of the following circumstances, or where your actions may cause us to be in breach of any of our regulatory or legal obligations:
 - (i) you have been convicted of a felony or expelled from a Professional Body or deregistered, suspended or sanctioned by a Registration Board;
 - (ii) conditions, restrictions and/or reprimands are placed on your membership with the relevant Professional Body or Registration Board or by

- any governing or regulatory body/bodies; or
- (iii) we believe on reasonable grounds that your conduct or the conduct of your business associates or representatives, provided it is within your reasonable control, may negatively impact patient care and safety or bring Bupa's brand to disrepute.
- (d) Bupa may in its absolute discretion, upon termination, notify its Customers that Benefits for your good and/or services are no longer payable by Bupa.
- (e) You may, at your sole discretion and on giving us two (2) months' written notice, terminate your relationship with Bupa.

engages in any search based advertising or promotion you will ensure that your advertisements do not appear in response to someone including a Bupa trade mark in their search words or phrase (whether you do this by specifying Bupa's trademarks as 'negative exact matches' in your campaigns or otherwise).

18 General

These **Terms** are governed by the laws of Victoria, Australia.

16 Recognition after Suspension or Termination

- (a) If Bupa has suspended your Bupa Recognition under clause 14 of these **Terms** you may apply to have Bupa lift the suspension at any time after 6 months from the date of the suspension. To support your application, you must provide evidence that you:
 - (i) meet Bupa's Provider recognition criteria and these **Terms** as at the date of your application; and
 - (ii) have rectified all concerns raised by Bupa prior to your suspension.
- (b) After reviewing your application submitted under clause 16 (a), Bupa may, in its complete discretion, decide to either:
 - (i) lift the suspension
 - (ii) extend the suspension; or
 - (iii) terminate your status as a Bupa Recognised Provider, in accordance with clause 15.
- (c) If Bupa has terminated your Bupa Recognition under clause 15 of these **Terms** you may apply for re-recognition with Bupa at any time after 24 months from the date of the termination. To support your application, you must provide evidence that you:
 - (i) meet Bupa's Provider recognition criteria and these **Terms** as at the date of your application; and
 - (ii) have rectified all concerns raised by Bupa prior to your termination.
- (d) After reviewing your application submitted under clause 16(c), Bupa may, in its sole discretion, reject or accept your application for Bupa recognition.

17 Promotion

You must not, and must procure that any corporate entity associated with, representing or acting on behalf of your practice does not, undertake any marketing or promotional campaigns or initiatives:

- (a) in a way that directly or indirectly encourages the indiscriminate or unnecessary use of your services; or
- (b) without our prior written approval involving bidding on, buying, or acquiring keywords constituting or incorporating the word "Bupa" or any Bupa trade mark, including but not limited to for the purpose of engaging in any form of search engine marketing, display advertising, social media marketing, mobile marketing, search engine optimisation, audio marketing, or any other form of advertising or promotion. If you or a person acting on your behalf

19 Glossary

AHPRA means the Australian Health Practitioner Regulation Agency

Benefit means an amount of money payable by a private health insurer in respect of a health care treatment eligible for such payment under the *Private Health Insurance Act 2007* (Cth).

Board Registered Practitioner means a health practitioner registered with a Registration Board.

Bupa, we, our and us means Bupa HI Pty Ltd ABN 81 000 057 590 and its related bodies corporate.

Bupa Group means Bupa, Bupa Health Services Pty Ltd (ABN 50 003 098 655), Bupa HI Holdings Pty Ltd (ABN 19 129 951 855) and their respective Related Bodies Corporate.

Bupa Recognition means our recognition of you as a Recognised Provider.

Business Day means a day other than a Saturday, Sunday or public holiday in Melbourne, Australia.

Customer means a person who holds or is insured under a Bupa health insurance policy.

Customer Account means a signed statement of account and receipt issued for a good or service you have provided to one of our Customers which sets out such details as are reasonably necessary for us to assess a claim (including the name and address of your practice, your Provider number(s), patient details and for each good or service provided, the relevant item number/s and/or service descriptions, tooth ID or body part, date of provision and the fee charged relevant to each item number/service).

Fund Rules means the rules constituting "Our Fund Rules" available at www.bupa.com.au

National Registration and Accreditation Scheme means the scheme established by the Council of Australian Governments under which allied health practitioners must be registered with a Registration Board.

NRAS means the National Registration and Accreditation Scheme.

Personal information has the meaning given in the Privacy Act.

Policy has the meaning given in section 63-10 of the PHI Act.

Policy Holder means an Insured Person who holds and is responsible for a Policy.

Privacy Act means the *Privacy Act 1988* (Cth).

Professional Body means a professional association which we recognise as governing the practitioners of a given profession, and includes AHPRA and any Registration Board.

Professional Standard means any law, regulation, rule (including any applicable rule contained in the Private Health Insurance (Accreditation) Rules), policy, professional standard, ethics statement, guideline or code of conduct (whether voluntary or otherwise) that applies to the practice of your profession including, without limitation, any such standard issued by a Professional Body.

Provider means any health practitioner or business providing health goods or services recognised by Bupa

Provider Number(s) has the meaning given in clause 4(e).

Provider Recognition Criteria means the criteria under which we recognise you as a Recognised Provider as set out on our website <https://www.bupa.com.au/for-providers> ("Recognition Criteria") or available on request to ProvopsAncillary@bupa.com.au as amended from time to time. Such criteria include, in particular, that:

- (a) if you are a member of a profession covered by the NRAS, you are registered with the relevant Registration Board;
- (b) you hold any licences required by law to provide the good and services for which you seek recognition;
- (c) you hold the minimum professional qualifications required by law to practice your profession;
- (d) you are a member of the relevant Professional Body; and
- (e) you meet the Professional Standards applying to your profession.

Recognised Provider means a provider of health services who meets our Provider Recognition Criteria and, accordingly, for whom we pay Benefits in respect of health care services and/or goods provided to our Customers.

Records includes information about our Customers in any form (including digital) including, but not limited to: X-rays, models, photographs, clinical records, appointment books, referral letters, test results and accounting records.

Registration Board means a registration board established and operating under the NRAS which is regulated by AHPRA.

Sensitive Information has the meaning given in the Privacy Act.

Telehealth means the provision of a health service via telephone or video conferencing which is approved by Bupa for the payment of Benefits.

You and your means the Recognised Provider to whom these **Terms** apply.