



Health Aids and Appliances Providers - Recognition Terms

Claiming Criteria for Approved Devices

You acknowledge that we will only pay health insurance claims for an Approved Device where you comply with the following Terms:

1. Your obligations as a Bupa recognised provider

As a Bupa recognised provider, you must:

- a. issue the Bupa customer with an invoice that meets our invoicing requirements specified under clause 3;
- b. and continue to remain a Bupa Recognised Provider who meets our recognition criteria, compulsory requirements and compulsory additional requirements for online providers (if applicable) and your provider recognition is not suspended or terminated under clauses 6 or 7;

2. Bupa recognised provider

You acknowledge and agree that when promoting your services:

- a. you may refer to yourself as a "Bupa Recognised Provider";
- b. we may refer to you as a "Bupa Recognised Provider" in our advertising and promotions;
- c. on any of your promotions, website, or other materials you produce or promote, you must not use our brand logo or refer to our products, claiming or fund rules without our prior written approval;
- d. you agree to notify Bupa by contacting ProvopsAncillary@bupa.com.au when changes are made to your business details, including contact details, contact person(s) or change of address; and
- e. you meet all legal requirements and industry standards that are expected and required by the Australian government or applicable regulatory bodies for a business supplying health aids and appliances;

3. Record keeping requirements

You agree to comply with the following record keeping requirements:

- a. All customer transaction records must be compliant with any applicable privacy legislation (including the *Privacy Act 1988* (Cth) and any industry codes related to the handling of sensitive information or personal information. All customer information and customer transaction records must be stored securely within Australia. If you believe that you have breached this requirement, you must immediately notify us.
- b. You will keep clear and accurate transaction details relating to each sale or hire, including customer name, good(s) purchased or commencement and term of hire, as relevant (including make and model), amount charged, date of purchase, date of payment and any relevant shipping or GST details. These records must be kept for a minimum period of two years (or longer if required by law). They must be easily identifiable and easily retrievable if required or requested by Bupa or a Bupa nominated representative.

You must be easily able to identify by serial number, make, model or batch number any customers who may be impacted in the event of a manufacturer recall.

4. Customer accounts and Receipting Record Requirements

You agree to comply with the following invoicing requirements regarding the sale or hire of an Approved Device – each invoice must include:

- a. the date of purchase or commencement and term of hire (as relevant);
- b. the date of payment;
- c. your Bupa issued provider number;
- d. your ABN;
- e. your business name, telephone number and address;
- f. the customer's name;
- g. the Approved Device sold (or hired), including make and model;
- h. where a customer has purchased (or hired) multiple goods within one transaction, the amount charged for each good sold (or hired);
- i. any GST charges and, where relevant, shipping charges; and
- j. an individual invoice or receipt number.

Note: there can only be one original invoice. Any duplicate invoices must be marked "Duplicate."

5. Claims validation and auditing:

From time to time, we may seek to confirm the validity of claims for Approved Devices you have sold (or hired) to our customers and undertake periodical audits to confirm your ongoing adherence to these Terms. Accordingly, we may at our own cost, conduct an investigation or audit using:

- a. our records;
- b. your records, or if applicable the records of an entity which services or manages your record keeping; and/or
- c. an investigator or independent advisor appointed by us.

If we ask you to make your records available to us, a Bupa appointed investigator or an independent advisor, we will provide at least two (2) business days' notice. You agree to fully co-operate with our investigation and audit and to provide reasonable assistance such as access to information, persons or records at no cost to Bupa.

6. Disputes:

Bupa will aim to direct customers back to you to resolve any complaints or disputes. We do, however, reserve the right to use its sole discretion and contact you to facilitate a resolution in the event a customer raises a complaint against you with us. Where we believe on reasonable grounds that the customer has a valid right to be issued with a refund, we reserve the right to take all reasonable steps to ensure that you pay to the customer.

7. Suspension:

We may immediately and on written notice to you suspend your status as a Bupa Recognised Provider under any of the following circumstances:

- a. we reasonably believe that you no longer meet our Recognition Criteria set out in these Terms;
- b. we reasonably believe that you have breached any of these Terms and the breach is serious or cannot be rectified;
- c. we reasonably believe that you have breached an industry standard; or
- d. you have failed to take all reasonable measures to co-operate with Bupa or a Bupa appointed representative on two or more occasions under clause 5.

Your suspension will continue until you provide evidence to our satisfaction that none of the above circumstances continues to apply.

We may immediately and without notice suspend your status as a Recognised Provider if none of our customers have made a claim for goods purchased (or hired) from you for a period of two or more years or if after making attempts to contact you over a period of two months we have been unable to do so. In this case we may remove the suspension where we receive a notification from you.

8. Termination:

- a. Notwithstanding anything else in these Terms, we may, at our sole discretion and on giving you two (2) months' written notice, terminate your status as a Recognised Provider with us. Accordingly, our relationship with you as contemplated by these Terms will end. If we do so, we will, in accordance with our Fund Rules, honour all valid claims in respect of goods you have provided to our Customers before the date of termination.
- b. We may immediately terminate our relationship with you if:
 - i. you, your business, company or representatives do not comply with any law;
 - ii. You breach any of these Terms and fail to rectify the breach within 30 days of becoming aware of that breach or receiving our notice of that breach, whichever is sooner;
 - iii. You breach a material obligation under these Terms;
 - iv. In any of the circumstances under which we may suspend your status as a Recognised Provider under clause 7;
 - v. we reasonably believe you, your business or your business representatives conduct may adversely impact our goodwill, reputation or business;
 - vi. we believe on reasonable grounds that the conduct of your business, employees or representatives may negatively impact the care and safety of Bupa members or bring Bupa's brand to disrepute; or
 - vii. we decide to end our relationship with all providers.
- c. Bupa may in its absolute discretion, upon termination, notify its Customers that Benefits for your goods are no longer payable by Bupa.
- d. You may at your sole discretion and on giving us two (2) months' written notice terminate your relationship with Bupa.

9. Recognition after Suspension or Termination

- a. If Bupa has suspended your Bupa recognition under clause 7 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 Health Aids and Appliances - Provider recognition criteria, Compulsory Additional Requirements for Online Health Aids and Appliances Providers 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 9a, 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 8.
 - c. If Bupa has terminated your Bupa Recognition under clause 8 of these Terms you may apply for re-recognition with Bupa at any time after 24 months from the date of termination. To support your application, you must provide evidence that you:
 - i) meet Bupa's Health Aids and Appliances - Provider recognition criteria, Compulsory Additional Requirements for Online Health Aids and Appliances Providers 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 9c, Bupa may, in its sole discretion, reject or accept your application for Bupa recognition.

10. Variations:

We may at our discretion change any of these Terms. Updates will be published online on this page at <https://www.bupa.com.au/for-providers/ancillary/health-aids-and-appliances-providers>

You agree as a Recognised Provider to refer to this page regularly to ensure that you meet and continue to meet these Terms.