



# BUPA MEDICAL GAP SCHEME

*Terms and Conditions 1 December 2021*

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## Medical Gap Scheme Provider information

At Bupa we aim to help our customers live longer, healthier and happier lives. With over 60 years of experience looking after the needs of more than three million Australians, we believe that the care a patient receives is of the utmost importance, whether receiving care in an in-patient hospital setting or via out-patient services provided by Allied Health Professionals. Part of that care is taking the financial pain out of the medical expenses a patient may incur and providing certainty about the contribution they may need to make towards the cost of their treatment.

Our aim is to help make treatments affordable – encouraging our customers to seek treatment when necessary – and to promote good health.

Below are the Bupa Medical Gap Scheme Terms and Conditions (“Terms”) that apply to Bupa and you (“Medical Provider”, “Provider” or “you”) when you participate in the Bupa Medical Gap Scheme

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### Our Medical Network

The Bupa Medical Gap Scheme (“Scheme”) is designed to provide greater transparency and certainty for customers with regards to any out of pocket costs they may experience when seeking in-patient medical treatment. Importantly, when the Scheme is used:

- a) Bupa will pay a higher benefit directly to the Provider than would normally be payable under the Medicare Benefits Schedule (“MBS”); and
- b) It will streamline the claims submission and payment process for Providers, patients and Bupa.

Providers have the option to register with Bupa as either a No Gap or a Known Gap Provider for each practice location:

- No Gap Providers accept the Scheme benefit as full payment for the entire episode of patient care\*, with no additional out of pocket costs to be charged to the patient.
- Known Gap Providers accept the Scheme benefit in full, but can elect to charge the patient a maximum out of pocket cost of no more than \$500 for the entire episode of patient care\*.

\*Bupa considers an episode of care to include the full course of in-patient medical treatment of an injury, ailment or condition.

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### Registering for the Scheme

Providers must complete a current registration form, nominate the relevant Scheme for the individual practice location and register their unique Medicare Provider Number for each place of practice or location where they perform services. Please allow up to 30 days for your registration form to be processed.

In accordance with Medicare claiming requirements, you cannot claim a Medicare benefit until you have been issued with a Medicare Provider Number for that practice location.

For more information on Medicare registration go to: <https://www.humanservices.gov.au/organisations/health-professionals/services/medicare/medicare-benefits-health-professionals>

You must complete the registration form in full and send to Bupa with all the supporting documentation requested on the form. You must also include a valid email address for all future correspondence with Bupa.

It is the responsibility of the Provider to maintain their current registration status and contact details. To change your registration status or update your contact details you must complete and send us a Change of Details Form. Please allow up to 30 days for your Change of Details Form to be processed.

These forms are available on the Bupa website at [www.bupa.com.au/for-providers](http://www.bupa.com.au/for-providers)

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## Patient relationship

Bupa acknowledges that Providers are to exercise their independent clinical judgement at all times in relation to the provision of services to eligible Bupa customers. Bupa will preserve Providers' professional freedom and will not interfere in the autonomous relationship between Providers and their patients. Bupa accepts no responsibility (other than paying benefits) for the medical treatment of customers.

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## Using the Scheme

Only claims submitted directly to Bupa by the Provider in accordance with the Terms are eligible for the Scheme rates.

### When you use the Scheme:

- You must submit claims to us directly within 2 years from the date of service.
- You must charge the Fees as set out in Bupa's Medical Gap Scheme Schedule of Benefits for the service provided in accordance with your registered Scheme for either No Gap Providers or Known Gap Providers.
- Bupa will pay the Scheme Benefits as listed in the applicable Medical Gap Scheme Schedule of Benefits and in accordance with the customer's level of cover.
- Bupa will deposit any amount payable into your nominated bank account or, via the ECLIPSE system and issue a Statement to you where applicable.

### When you do not use the Scheme:

Whilst Bupa encourages Providers to use the Scheme for all customers, Bupa appreciates there may be occasions where a Provider chooses not to accept the Scheme rates. On these occasions, you must:

- Clearly explain to the Bupa customer that you will not apply the Scheme on this occasion.
- obtain Informed Financial Consent (IFC) from the eligible Bupa customer at the first consultation leading to the episode of care; and
- bill the Bupa customer directly.

In these cases, Bupa will pay the customer 25% of the MBS rate for eligible services.

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## How these Terms apply

A Provider agrees to be bound by the Terms (as amended from time to time) when:

- a) that Provider becomes a Registered Scheme Provider; and
- b) each time the Provider submits a claim using the Scheme.

## Patient eligibility for the Scheme

An eligible Bupa customer means a person who at the time of receiving an episode of hospital care:

- is a financial customer and holds an appropriate level of hospital cover with Bupa;
- is eligible for Scheme Benefits;
- is covered for, and has served applicable waiting periods for the service provided, including the 12 month waiting periods for pre-existing ailments and obstetrics; and
- is a patient as defined by section 3(1) of the *Health Insurance Act 1973* (Cth).

## Services eligible for the Scheme

In addition, Bupa will only pay benefits where the services received by an eligible Bupa customer:

- are eligible for Medicare benefits;
- are claimed within 2 years from the date of service;
- are not compensable services, that is, where compensation, damages or benefits may be claimed from another source (e.g. Workers' Compensation, Compulsory Third Party Insurance, Common Law Damages, Government Programs and Agencies, Travel Insurance and Sports Insurance, etc.);
- do not relate to cosmetic surgery; and
- are not subject to exclusion under the customer's level of hospital cover.

As some covers may contain exclusions or offer restricted benefits on some services, we recommend that you encourage customers to contact Bupa directly to confirm their eligibility entitlements.

Providers can check patient eligibility electronically via ECLIPSE or by calling 134 135 and choosing the provider option 3.

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## In Hospital Medical Gap Scheme Benefits

The Scheme Benefits will only apply to those services that are provided by the Provider to an eligible Bupa customer where the customer has been admitted to:

- a licensed hospital or Day Hospital with which Bupa has a Members First, Network or Fixed Fee agreement. (**No and Known Gap Rates available**). As Members First Day Facilities offer a guaranteed No Gap to Bupa customers, Providers should check with the hospital regarding how No Gap is achieved.
- a Public Hospital where the service is for an unplanned or emergency admissions (**Only No Gap Rates available**).
- a Public Hospital where the service is related to a planned admission and an electronic eligibility check has been conducted by the Hospital at least 2 days prior to admission (**No and Known Gap Rates available**).

## For the Scheme benefits to be available:

- Providers must be registered for the relevant Scheme – i.e. No/ Known Gap Scheme in Public, or No/Known Gap Scheme in Private; and
- Claims must be submitted to Bupa within 2 years of the date of service. Where claims are submitted outside of this period, and where Medicare approves payment, benefits will be limited to 25% of the MBS schedule fee.
- registering as a Medical Gap Scheme Provider as either No Gap or Known Gap;
- accepting the relevant Medical Gap Scheme benefit as full payment, with no further charges to the patient (unless the Provider is registered as a Known Gap Provider and the gap is less than \$500);
- not raising additional charges other miscellaneous items such as fees for: management, administration, pre-operative booking or reservation, liaising with the hospital, operating theatre, anaesthetic services, assistant surgeons, insurance or any other item(s) that do not constitute a professional service covered by an MBS item number;

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### Services where Medical Gap Scheme benefits are limited to 25% of the MBS fee

In the following cases, Bupa will pay “Direct Billed” accounts benefits limited to 25% of the MBS schedule fee provided that there is nothing further for the eligible Bupa member to pay:

- services provided in Second Tier, and/or Bupa Non-Agreement Hospitals or Day Hospitals; or
- services provided by salaried Medical Practitioners in Public Hospitals whose benefits are paid into a private practice fund or an account administered by a public hospital. Practitioners must identify
- their employing hospital(s) and associated provider numbers on their registration forms.

In order for Direct Billed accounts to be processed, the total fee charged cannot exceed the MBS Schedule fee for that service. If the total charge exceeds the MBS Fee, the relevant accounts will be rejected.

### Scheme Benefits

Bupa continually reviews Scheme Benefits to ensure the Scheme delivers on its objectives for customers and Providers and rates may be amended from time to time by notice on our website or otherwise, at Bupa’s absolute discretion.

The Medical Gap Scheme Schedule of Benefits is available by visiting the Bupa website:  
[www.bupa.com.au/for-providers](http://www.bupa.com.au/for-providers)

The Schedule of Benefits are intended to be reviewed by Providers only and must not be distributed or reproduced without the express consent of Bupa.

### Anaesthetic services

Bupa’s Medical Gap Scheme Schedule of anaesthetic benefits reflects a single dollar benefit per Basic, Time and Modifier unit.

### Derived fee items

The Medical Gap Scheme benefit for derived fee items, including assistance at operation and diagnostic items, is calculated by multiplying the published Medical Gap Scheme percentage and the item’s derived MBS fee

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### Conditions for the payment of Benefit

Payment of the Scheme benefit is conditional on the Provider:

- providing valid bank account details for payment via EFT; and
- not charging any pre- or post- operative outpatient or management fees.

When charging a Known Gap, Providers must:

- be registered with Bupa under the Known Gap Scheme;
- charge a maximum Known Gap of up to \$500 over an entire episode of care;
- include the total fee charged (i.e. the Medical Gap Scheme benefit and the maximum Known Gap up to \$500) on the invoice or submitted claim; and
- obtain Informed Financial Consent from the eligible Bupa customer at the first consultation leading to the episode of care.

### Co-management arrangements between referrers and surgeons

Bupa will not pay Scheme Benefits where a Registered Scheme Provider who is a surgeon makes a payment to any person who refers an eligible Bupa customer to that surgeon unless:

1. The co-management arrangement (whether for ophthalmological services or not) complies with the Co-Management Policy Statement of the Royal Australian and New Zealand College of Ophthalmologists; and
2. The eligible Bupa customer has been made aware of all fees associated with services by the referring person.

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### Submission of claims

A Provider acknowledges that if a claim is submitted using the Scheme, the Provider is representing to Bupa that Bupa may claim the Medicare benefit on behalf of that patient (and that the Provider has obtained the Bupa customer’s consent to do so) and may pay a benefit directly to that Provider.

When submitting Scheme claims, Providers must ensure that all details are correct, including a valid MBS item number and the relevant Facility ID (Hospital Provider Number), as well as their registered Medicare Provider address for the location where they performed the service(s).

More information on claiming and Medicare registration is available by visiting the Bupa website: [www.bupa.com.au/for-providers](http://www.bupa.com.au/for-providers)

Claims for services provided to eligible Bupa customers should be submitted electronically via ECLIPSE.

When submitting a claim via ECLIPSE, the Provider must include the Practice ID number in the Fund Payee ID to ensure all payments are directed to the correct nominated bank account. The ECLIPSE Fund Payee ID is the same as the Bupa Practice ID number. If the Practice is submitting the claim under these Terms of the Medical Gap Scheme, the Practice must submit the claims using claim type 'AG' for agreement claims. Bupa does not participate in 'SC' (Scheme Claims) agreements. If the Practice elects to not bill a claim under these Terms of the Medical Gap Scheme and still wish to submit the claim via ECLIPSE, the claim can be submitted to Bupa using claim type 'PC' for patient claims. In this instance, benefits will be paid up to 100% of the MBS Schedule Fee.

When submitting a claim via ECLIPSE, you must also include the correct Fund Brand ID for all Bupa claims. The current Fund Brand ID for ECLIPSE is 'BUP'. Please ensure you update all software to show 'BUP' as the Fund Brand ID for Bupa. If you continue to use legacy Fund Brand IDs, such as HBA, MCL, MBF or SGI, the claim will be rejected.

Should a claim need to be submitted manually, you must attach a Bupa Batch Header form to your claim, and include all necessary information required to facilitate the processing of the claim. This includes your Bupa Practice Identification (ID) number, as this will assist us to identify your practice, and full details relating to the patient and services provided, including the total fees charged (inclusive of any gaps).

You must also include details of the Facility at which the service was provided, including the Facility Name and number (ID), and if applicable, the referring Provider's details.

Failure to provide the required information may delay the processing of your claim and, in some instances, incomplete claims will be rejected and returned to the practice. For more information on claiming, or to obtain a copy of the Bupa Batch Header form visit the Bupa website: [www.bupa.com.au/for-providers](http://www.bupa.com.au/for-providers)

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### Payment of claims by Bupa

Bupa will use reasonable endeavours to pay valid claims within 30 business days after receipt by Bupa, providing that Bupa has received the Medicare rebate in respect of such services. Use of the ECLIPSE system will shorten the average time of payment. A valid claim means a claim submitted by the Provider on behalf of an eligible Bupa customer, which complies with the Terms and which Medicare subsequently accepts for payment.

Bupa requires all Medical Gap Scheme payments to be made into the bank account nominated by the Provider, and you must give Bupa at least 14 days' written notice of any change to your bank account details. For manually submitted claims, you'll receive a Bupa Direct Credit Statement from Bupa detailing the outcome of your payment. The Medical Gap Scheme Direct Credit Statement is only available online via Bupa's secure Provider Portal.

To gain access to online Direct Credit Statements for manually submitted claims only, please visit the Bupa website: [www.bupa.com.au/for-providers](http://www.bupa.com.au/for-providers)

and complete the Bupa Partner Portal Access Form.

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### Publication of your details by Bupa

As part of promoting the Bupa Medical Gap Scheme, when you become a Registered Scheme Provider, you agree that Bupa may publish or distribute, by any means, information about your participation in the Scheme. This includes, but is not limited to, information identifying you as a Provider registered for the Scheme including contact details, information about your participation in the Scheme, and the location(s) at which you practice.

This information may be distributed to Bupa customers, including without limitation, in any Bupa approved media or materials, including on any Bupa website or Mobile App, via call centres and retail centres or affiliated partner websites.

The provision of this information is to allow Bupa customers and referring Providers to be able to identify Providers who are registered under the Scheme, to help reduce out of pocket expenses for customers. You acknowledge that Bupa may also advise customers to ask you about the Medical Gap Scheme and any Known Gaps when they contact you.

Bupa respects the decision of Providers to opt out of the Scheme on a case by case basis. Should you choose not to apply the Scheme you must, prior to treatment, clearly communicate this to your patients and obtain their Informed Financial consent so they are fully aware of any possible out of pocket expenses they may incur.

Bupa may withdraw (without notice) a Provider's name from its publications and communications, if:

1. It does so for all Providers within a discipline;
2. Bupa reasonably believes that the Provider has not complied with these Terms;
3. If the Provider is or becomes de-registered by the Medical Board of Australia or ceases to be eligible to practice under the laws of the relevant State (in which case you must promptly notify Bupa).
4. in Bupa's reasonable opinion, your conduct may:
  - adversely impact our brand, goodwill, reputation or business; or
  - confuse or mislead Bupa customers about your participation in the Scheme; or
5. Bupa becomes aware of negative publicity, media attention, or legal proceedings against you or your practice, which may negatively impact our brand, goodwill, reputation or business or the wellbeing of our customers

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## Customer Surveys and Patient Feedback

Bupa may undertake customer surveys and seek feedback (directly and via associated third parties) from Bupa customers about their experiences using the Scheme and their interactions with Registered Scheme. Bupa may publicise or make available to Bupa customers or prospective customers, moderated feedback about Providers on Bupa websites, digital applications ("Apps"), and Bupa approved third party websites or Apps.

## Audit and compliance

Bupa undertakes regular audits of customers and Providers to ensure that the Terms are adhered to. As a Scheme Provider you must, when we or our agents request, provide additional information for this purpose where it relates to a claim submitted under the Scheme. This includes assisting Bupa by providing us with evidence of patients' Informed Financial Consent for your treatment.

Where it is identified that an incorrect benefit has occurred, or where the Bupa customer has been incorrectly charged, you must provide a refund to either Bupa or the Bupa customer within 30 days, or otherwise as we agree with you. Where you have refunded the Bupa customer we may require you to provide us with a receipt of confirmation of refund.

Where you are required to refund a payment to Medicare, it is your responsibility to ensure any benefits previously paid by Bupa are also refunded to us. Should we identify anomalies in claiming behaviours relating to you or your practice, we may refer details of these anomalies and/or seek advice from the Department of Health or relevant industry representatives about their appropriateness.

Repeated misuse of the Scheme or non-compliance with these Terms may result in us de-registering you from the Scheme.

## Dispute Resolution

If you or Bupa wishes to dispute something (including an act or omission of a party) under these Terms, the disputing party must notify the other of the dispute. The parties must, in good faith, make all reasonable efforts to resolve that dispute, confidentially and without the involvement of a third party, within 30 days of the date of that notice. Should the parties fail to resolve the dispute within that time period either party may resort to alternative legal action.

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## Termination

Either you or Bupa may terminate your status as a Registered Scheme Provider at any time, without cause or reason, by giving 60 days' written notice to the other party. You will still be a recognised Provider and we will continue to pay benefits in line with the Medicare Benefits Schedule.

You may terminate this agreement immediately on written notice to us if we make a major change to these Terms as long as you fulfill any existing obligations (including obligations that involve treatment after the date of termination) to apply No Gap or Known Gap to a Bupa customer's treatment.

We may also terminate this agreement and your status as a Registered Scheme Provider with immediate effect if any of the events below occur:

- you are de-registered by the Medical Board of Australia;
- you do not comply with any law (including if you are convicted of a crime);
- in Bupa's reasonable opinion, your conduct:
  - may adversely impact our brand, goodwill, reputation or business; or
  - has misled or may mislead Bupa customers into believing that you will apply the Scheme to their treatment when this is not the case);
- reprimands, undertakings, conditions or suspensions are placed on your registration by the Medical Board of Australia, and these are considered by Bupa to be serious;
- you have breached this agreement and the breach is serious; or
- Bupa becomes aware of negative publicity, media attention, or legal proceedings against you or your practice, which may negatively impact our brand, goodwill, reputation or business or the wellbeing of our customers.

## Notice of termination

If your status as a Registered Scheme Provider ceases for any reason

- we may inform our customers or referring Providers that you are no longer a Bupa Scheme Provider; and
- you must immediately stop representing yourself as a Bupa Scheme Provider. This means, among other things, clearly informing Bupa customers that you are no longer participating in the Scheme and that they will no longer be eligible for Scheme Benefits.

## Privacy Notice

Bupa collects Providers' personal information to enable registration for the Bupa Medical Gap Scheme and to administer ongoing participation in the Scheme. Bupa may disclose a Providers' information on a confidential basis to our related companies within the global Bupa Group of companies.

Bupa may also disclose Providers' information to Government or regulatory bodies or as otherwise required or permitted by law. Providers can access the personal information we hold about them by emailing us at [provopsmedical@bupa.com.au](mailto:provopsmedical@bupa.com.au). Providers should refer to the Bupa Information Handling Policy (available at <https://www.bupa.com.au/privacy-and-security>) for further details on how we handle personal information, or how to make a complaint.

## Changes to these Terms

For the current version of these Terms please visit: [www.bupa.com.au/for-providers](http://www.bupa.com.au/for-providers)

Any updates to these Terms will be made available on the Bupa website: [www.bupa.com.au/for-providers](http://www.bupa.com.au/for-providers)

and by email to Providers. Your use of the Scheme after any amendments to the Terms constitutes your agreement to comply with the amended Terms. Providers should regularly review the Bupa website for any changes to these Terms.

