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# BUPA MEDICAL GAP SCHEME

Terms and Conditions August 2018

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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”).
- (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 **Known Gap Provider**:

- **No Gap Providers** accept the Scheme benefit as full payment for the entire/whole episode of 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/whole episode of care.

Should a Provider wish to change their registration status under the Scheme, a Change Of Details Form must be completed. This form is available by visiting the Bupa website: [www.bupa.com.au/for-providers](http://www.bupa.com.au/for-providers)

## 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.

## Using the Scheme

Only claims submitted directly to Bupa under the Terms by the Provider are eligible for the higher Scheme rates.

### When you use the Scheme:

- You must submit claims to us directly.
- You must charge the Fees as set out in Bupa’s Medical Gap Schedule of Benefits for the service provided.
- 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, the Provider must:

- obtain Informed Financial Consent (IFC) from the eligible Bupa customer at the first consultation leading to the episode of care; and
- bill the patient directly.

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

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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.

The most current Terms are available by visiting the Bupa website: [www.bupa.com.au/for-providers](http://www.bupa.com.au/for-providers)

### Patient eligibility

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).

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

- are eligible for Medicare benefits;
- 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.

### Medical Gap Scheme Benefits

The higher Scheme Benefit 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 Available)**
- a Public Hospital where the service is for an unplanned or emergency admissions **(Only No Gap 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 Available)**

For the higher Scheme benefits to be available Providers must be registered for the relevant Scheme- ie No/ Known Gap in Public, or No/ Known Gap in Private.

### Services where Medical Gap Scheme benefits are limited to 100% of the MBS fee

In the following cases, Bupa will pay direct billed accounts at 100% 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 in Public Hospitals by Medical Practitioners and/or 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.

### 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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## Payment of Benefit

Payment of the Scheme benefit is conditional upon the Provider:

- registering as a Medical Gap Scheme Provider as either No Gap or Known Gap;
- accepting the Medical Gap Scheme benefit as full payment, with no further charges to the patient (unless the Provider is registered as a Known Gap Provider;
- not raising additional charges under the guise of other miscellaneous items such as administration fees, booking fees or any other item not being a professional service described by an MBS item number;
- providing valid bank account details for payment via EFT; and

When charging a Known Gap, Providers must:

- have registered with Bupa under the Known Gap Scheme;
- charge a maximum Known Gap of up to \$500 over an entire/whole 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; 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.

## 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.

Claims for services provided to eligible Bupa customers should be submitted electronically via ECLIPSE. ECLIPSE provides a secure, rapid and highly efficient method of claiming in-patient medical services, which will save you both time and paperwork. Claims submitted via ECLIPSE are automatically processed through both Medicare and Bupa, contributing to a more accurate and rapid outcome for you. Additionally, ECLIPSE facilitates a speedier payment cycle and simplifies your reconciliation process through the transmission of electronic remittance advices.

Should a claim need to be submitted manually, it is important that you 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

Bupa will use reasonable endeavours to pay valid claims within 20 working 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 should give us 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.

## Publication of your details by Bupa

As part of promoting the Bupa Medical Gap Scheme, when you register and become a 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 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; or
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).

## 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 Scheme Providers. 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 may be asked to provide additional information for this purpose where it relates to a claim submitted under the Scheme. Where it is identified that an overpayment or incorrect benefit or charge has occurred, you must provide a refund to either Bupa or the Bupa customer as applicable.

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

## Dispute resolution

Bupa and the Scheme Provider will, within 30 days of a dispute being notified by one party to the other and in good faith, make all reasonable efforts to resolve a dispute that arises in relation to the Scheme, without the involvement of a third party.

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## Termination

Either you or Bupa may terminate your status as a 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.

We may also terminate this agreement and your status as a 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 goodwill, reputation or business;
- 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;
- Bupa has not paid a benefit for services provided at your practice within the preceeding 18 months.

If your status as a Scheme Provider ceases for any reason, we may inform our customers that you are no longer a Bupa Scheme Provider.

## 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 Bupa's Information Handling Policy (available at [bupa.com.au](http://bupa.com.au)) for further details on how we handle personal information, or how to make a complaint.