

# Terms of recognition as an approved Physiotherapist, Osteopath or Chiropractor with AXA Health

(Please see the **glossary** for definitions of text in **bold**)

## Rules & benefits of member memberships

**Our memberships** state **we** will pay for **treatment we have agreed** if the **Practitioner** is recognised by AXA Health. Where treatment is provided by a **Practitioner** who is not recognised by **us**, the entire claim will not be covered, including any associated hospital/facility, **Specialist** or diagnostic charges. To be completely clear, **we** will let you know in writing if **we** have approved your request for recognition; **we** will also write to let you know if **we** change your recognition status. **We** will send any correspondence to the last correspondence address and/or email address provided to **us** and **our** decision will be from the date of our letter/email.

## Nature of our care

**Our memberships** are designed to cover the costs of the short term treatment of acute medical conditions. They do not cover continuing, supportive, long term, palliative or social care.

Some of **our** memberships have an annual allowance for outpatient treatment and/or treatment **sessions** under GP referral. The **member** can confirm their allowance to you; please keep in mind this may not be condition related.

**We** agree treatment on the strict understanding that the **sessions** are necessary for the treatment of the **member's** medical condition. It will not always be appropriate to provide the maximum number of **sessions** for every patient. **Our** claims history shows that patients generally receive an average of 5.5 sessions with a **Practitioner** for each medical condition.

**We** do appreciate that the number of **sessions** received by patients may fluctuate depending upon how patients present for treatment, but **we** ask you to consider this in line with your clinical governance arrangements. **We** in turn will monitor all treatment provided to **our members** and perform regular audits on **Practitioners**.

**We** do not stipulate the length of time a session should take as **we** expect **you** to treat your patient for the appropriate time to cure their condition. **We** do not expect to be invoiced for additional time or double sessions where treatment has overrun the scheduled time.

## Recognition as an approved Practitioner

**We** employ robust and consistent procedures to offer, review and withdraw recognition status in an attempt to make sure **our members** receive a high standard of service provision and are safeguarded against atypical practice. **We** do not consider recognition to be a right, based purely on qualifications and experience nor if you meet **our** recognition criteria. **We** regularly audit all of **our Practitioners** and may at **our** complete discretion withdraw their recognition status at any time.

## Types of approved recognition

Recognition of **Practitioners** may be considered either individually or as a group.

Individual recognition status is considered for those **Practitioners**, who meet **our** recognition criteria, agree to these terms of recognition and who invoice directly for the **treatment we have agreed**. To review the criteria for a **Practitioner** and apply for recognition, please refer to **our** website <https://provider.axahealth.co.uk/individual-provider-recognition/>

If your specialty is not listed on **our** website, it is likely that your services are not covered under **our memberships**, so **we** will not consider recognising you.

Group recognition status may be considered for a group practice where the group is properly constituted e.g. a limited liability partnership, and is prepared to formalise an agreement with **us** based on quality and cost guarantees. When this happens, the group will be responsible for the services provided and will invoice on behalf of the attending **Practitioner** for all **treatment we have agreed**. **Our** decision to recognise a group practice or clinic is at **our** discretion and is not available to all **Practitioners**

**Practitioners** who are recognised with **us** may, at **our** discretion, have their specialty, contact, bank details and consulting details published on **our** website for the benefit of mutual and potential clients. Any **Practitioner** who does not wish their details to be published on **our** website must advise **us** in writing so that their listing may be removed.

### Updating personal details

It is the responsibility of each approved **Practitioner** to make sure that their details are kept up to date. This is so **our** members have access to current information and that the **Practitioner** receives any communications **we** send them.

**We** are in partnership with Healthcode regarding the administration of recognised Healthcare Professionals details, so if there is a change you need to let **us** know about, please go to [www.thepr.org.uk](http://www.thepr.org.uk) and update your details there; **we** will then make the necessary amendments to your profile.

### Insurance

**Practitioners** who are recognised must maintain up to date professional knowledge and competence through participation in appropriate medical activities. All **Practitioners** must maintain professional indemnity insurance for the treatment provided to **our members**.

### De-recognition

**We** continually review and maintain **our** database of recognised **Practitioners** in an effort to make sure that it is up-to-date. **We** may suspend, pending a possible investigation, and even withdraw your recognition status at any time. Such suspension or withdrawal will be solely at **our** discretion and **we** will have no obligation to discuss or inform you of the reasons for **our** decision.

At that time, **we** will confirm this in writing to the individual concerned using the last correspondence address **we** have been given. Should the situation change, **we** may consider re-instatement, although this is not guaranteed.

**We** also undertake regular audits of claims submitted by **Practitioners** and will consider de-recognition seriously and may result in temporary or permanent withdrawal of recognition by AXA Health, should we find any anomalies. Failure to comply with the terms of recognition, including but not limited to the fee agreement will be taken seriously and may result in temporary or permanent withdrawal of recognition by **us**.

### Effective & appropriate medical treatment

**We** do not provide benefit for experimental or unproven **treatments** (those **treatments** which do not meet our definition of conventional treatment, as defined below.) These **treatments** include those using new technology or drugs, where safety and effectiveness have not been established or generally accepted.

Please contact our Medical Support team ([medicalsupportteam.health@axahealth.co.uk](mailto:medicalsupportteam.health@axahealth.co.uk)) before undertaking **treatment** which might fall into this. Please send **us**:

- your details
- the appropriate CCSD code (if there is no code available, please tell us the code you intend to bill under)
- a description of what you will be doing during surgery
- date of surgery
- the hospital where the treatment will take place
- who will be present during surgery, including the anaesthetist's name and provider number.

**You** should not use codes covering existing procedures for new and as yet uncoded procedures.

#### Conventional treatment

We define conventional **treatment** as treatment that:

- is established as best medical practice, is practised widely within the UK and
- is clinically appropriate in terms of necessity, type, frequency, extent, duration and the

facility or location where the **treatment** is provided; and has either

- been shown to be safe and effective for the **treatment** of the medical condition through substantive peer reviewed clinical evidence in published authoritative medical journals; or
- been approved by the National Institute for Health and Care Excellence (NICE) as a **treatment** which may be used in routine practice.

If the **treatment** is a drug, the drug must be:

- licensed for use by the European Medicines Agency or the Medicines and Healthcare
- products Regulatory Agency and
- used according to that licence.

### Individual Practitioner fees

**Practitioners** must comply with the billing guidelines set out in **our** Schedule of Procedures and Fees which you can find here: <https://online.axahealth.co.uk/SpecialistForms/SpecialistCode.mvc>

Charges will be subject to periodic audit and any charges made in breach of these principles are repayable to **us** immediately and will include written assurances that future billing will be in accordance with **our** published fee.

**Practitioners** must not ask **our members** to pay any additional amount themselves. The only exception to this is where **members** have a **membership** excess or co-payment **membership** – in these circumstances the benefit statement which will accompany the remittance advice will let you know an excess or co-payment has been applied. **Members** will therefore be responsible for payment of the excess or co-payment but only to the maximum of the charges set out within **our** Schedule of Procedures and Fees.

### Submission of claims

**We** expect to be invoiced for **treatment we have agreed** electronically. **Our** preferred method for electronic billing is via Healthcode, who we are in partnership with. If you need to submit an invoice, please go to <http://www.healthcode.co.uk/medical-billing/home> and select register for HC VEDA. If you have any queries related to the registration process of how to invoice, you will be required to contact Healthcode directly on **0330 900 4900** or email them at [custserv@healthcode.co.uk](mailto:custserv@healthcode.co.uk)

### Consultation Charges

An out-patient consultation means a face-to-face consultation only. Only a single consultation may be claimed on any one day. Fees must be made in line with the **Practitioners'** published fee details, which can be found at the following webpage <https://online.axahealth.co.uk/SpecialistForms/SpecialistCode.mvc>

### Payment

Payment will be made by monthly interval payment. This will be accompanied by a remittance advice which provides a breakdown of the total amount paid, the **members** it relates to and any shortfalls in payment made e.g. due to an excess on the **membership**. A corresponding benefit statement is also sent to the **member** advising them whether they have anything to pay and, if so, who to pay for treatment. The **member** will also be provided with the details of the **Practitioner's** invoice address submitted when they applied for recognition or when they updated their details more recently on the Private Practice Register. **Practitioners** are advised to consider this if they have provided a home rather than a business address for this purpose.

### Data Protection

**We** and each **Practitioner** are **controllers** in common in our dealings with each other.

**Our** expectation and the basis on which **we** are dealing with each **Practitioner** is that:

- a. **Practitioners** will comply with their respective obligations under the General Data Protection Regulation 2016/679 ("GDPR") and applicable data protection legislation (the "**Data Protection Legislation**");

- b. **Practitioners** shall not cause **us** to breach **our** obligations under the **Data Protection Legislation**;
- c. **Practitioner s** shall not **process** the **personal data** which **we** share with that **Practitioner** or which the **Practitioner** accepts from **us** or which is **processed** under or in connection with these terms of recognition (the "**Personal Data**") for any purpose not expressly authorised by **us**; and
- d. to the extent that **Practitioners** provide **Personal Data** to us, **Practitioners** shall ensure that all fair processing notices have been given (and/ or, as applicable, valid consents obtained that have not been withdrawn) and are sufficient in scope and kept up-to-date in order to meet the **Data Protection Legislation** requirements around ensuring that **processing** is fair and transparent.

**Practitioners** acknowledge that nothing in these terms of recognition purport to appoint a **Practitioner** as a **processor** for and on behalf of **us** in respect of the **Personal Data** (or any **personal data**) and **we** do not anticipate that **Practitioners** will, and **Practitioners** shall not, act as **our processor** under any circumstances, unless a **Practitioner** has been expressly appointed as **processor** by **us**. Such appointment shall be conditional upon the **Practitioner** satisfying our security due diligence review and **us** and the **Practitioner** agreeing, in good faith, a set of **processor** obligations that comply with the **Data Protection Legislation**.

**Practitioners** are expected to promptly, but in any event within twenty-four (24) hours, notify **us** of the following:

- a. any **personal data breaches** involving **Personal Data**; or
- b. a **Practitioner's** receipt of any actual or purported request or notice or complaint from (or on behalf of) a **data subject** exercising his rights under the **Data Protection Legislation** or any correspondence or communication (whether written or verbal) from the Information Commissioner's Office (ICO) or any other relevant regulator in relation to the **processing** of the **Personal Data**.

Any reference in these terms of recognition to the terms "**controller**", "**data subject**", "**personal data**", "**personal data breach**", "**processor**" and "**processing**" shall have the meanings set out in the **GDPR** (and "**process**" and "**processed**" shall be construed accordingly).

### **Fraud and misrepresentation**

The Fraud Act 2006 sets out the legal definition of fraud and creates offences of fraud by false misrepresentation, fraud by omission and fraud by abuse of position. A person who makes a false statement, omits material facts or misuses a position of trust with the intention of causing loss to a third party is guilty of fraud even if he or she does not personally gain and even if the deception fails. The law includes false statement made to any device capable of receiving information.

Home Office guidance on the application of the Fraud Act 2006 states that it is intended to cover false statements made to insurance companies at underwriting.

**Our** business is conducted on the basis of good faith. **We** monitor claims using data mining software and routinely audit claims by reference to medical records. **We** will not tolerate fraud and misrepresentation and will cease doing business with any provider who provides false, misleading or selective information.

**We** will also refer cases of fraud to the General Medical Council and/or relevant regulatory or professional bodies and to the police as appropriate.

**We** consider the following examples constitute fraudulent billing:

- a) Exaggeration of the complexity of the treatment performed;
- b) Misrepresentation of the medical history or the treatment performed;
- c) Omission of material facts;
- d) The use of jargon or technical information which whilst strictly correct is presented in a way likely to mislead a non-medically qualified claims assessor; and
- e) Unbundling.

### **Audit**

On occasion, **we** conduct audits of medical notes as part of **our** quality control procedures. **Practitioners** who are recognised by **us** are required to provide this information on receipt of a signed consent letter from the **member** authorising this disclosure.

## **Review of these terms**

**We** will review these terms of recognition on a regular basis, and these terms are therefore subject to change.

## **Glossary**

### **Diagnostic tests**

Investigations, such as x-rays or blood tests, to find or to help to find the cause of symptoms.

### **Member**

The holder of a **Membership** or beneficiary of a medical trust scheme underwritten or administered by **us** or one of **our** affiliates or **partners**. **Member** also includes any dependant included on a Membership or entitled to claim on a membership.

### **Membership**

The insurance contract between the **member** and **us**.

### **Out-patient consultation**

**Treatment** given at a hospital, consulting room or out-patient clinic where the **member** is not admitted to hospital and/or does not receive **treatment** at a hospital occupying a bed for the day or longer for medical reasons.

### **Partner**

Provider of private medical benefits whose **members we** have agreed to give access to its network and, accordingly, whose **members** shall be treated as **members** for the purposes of these terms of recognition.

### **Practitioner**

A medical practitioner with full registration with all relevant regulatory and/or professional bodies and compliant with all medical legislation, who is a practitioner in physiotherapy, osteopathy or chiropractic; and who, in all cases, meets **our** criteria for practitioner recognition in their field of practice, and who **we** have told in writing that **we** currently recognise them as a **Practitioner** in that field for the provision of **out-patient treatment** only. A full explanation of the criteria **we** use to decide these matters is available on request.

### **Session**

A face-to-face meeting taking place at an appropriate location between the **member** and the practitioner, to address relevant medical conditions; including but not limited to physiotherapy, osteopathy and chiropractic treatment.

### **Specialist**

A medical practitioner with particular training in an area of medicine (such as Consultant Surgeons, Consultant Anaesthetists and Consultant Physicians) with full registration with the General Medical Council, all relevant regulatory and/or professional bodies and is compliant with all medical legislation, who meet **our** criteria for **specialist** recognition and whom **we** have told in writing that **we** currently recognise them as a **specialist** in their field of practice.

### **Treatment**

Surgical or medical services (including **diagnostic tests**) that are needed to diagnose, relieve or cure a disease, illness or injury.

### **Treatment we have agreed**

Treatments and charges which are covered by the **membership**.

**we/us/our**

AXA PPP healthcare Limited.

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