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# Terms and conditions for delivering Remote Consultations to Bupa Members

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This document (the “**Remote Terms**”) contains the terms and conditions for participation in the Bupa Remote Consultation scheme using telephone and appropriate video conferencing platforms.

These terms and conditions apply in addition to the terms governing your general Bupa recognition as a consultant for Consultations in Person, as may be updated or amended from time to time (the “**Standard Terms**”). Terms not defined in these Remote Terms will have the same meaning given to them in the Standard Terms.

Please excuse the formality of some of the language, which is necessary to keep these terms and conditions as brief and clear as possible. Capitalised words have the meaning given in the ‘**Defined Terms**’ section below.

The provisions of these Remote Terms may need to evolve over time, including where needed to reflect Bupa’s changing customer proposition, its strategy around virtual provision or following treatment developments and/or technological innovation. We do therefore reserve the right to make changes to these Remote Terms on written notice to you at the last address or email address you have provided to us for communication. The changes will take effect 30 days after the date on which we send the details of any change to you. If you feel that you are unable to accept these changes, then you may exercise your right of termination under Paragraph 7.

## 1. Recognition for Remote Consultations

We will recognise you to provide Remote Consultations to Members on the terms set out below, provided that:

- a) it is safe and Clinically Appropriate to do so without compromising the quality of care delivered in any way;
- b) the Member has expressly consented to virtual care and is always given the option of receiving a Consultation in Person. You must clearly give the Member sufficient information to enable them to make an informed decision and must specifically state any risks in diagnosis that a Remote Consultation presents before the Member consents to a Remote Consultation;
- c) each Remote Consultation is provided in compliance with all applicable law as well as the provisions of these Remote Terms and the Standard Terms;
- d) you will use the Remote Consultation CCSD Code and Narrative;
- e) your indemnity cover and insurance covers the provision of Remote Consultations; and
- f) you will keep detailed records of the Member journey and any virtual offering.

A Remote Consultations must be carried out in substitution of (and not in addition to) a Consultation in Person. For the avoidance of doubt, the recognition under these Remote Terms will not extend to Diagnostic Tests which will need to be provided in person.

You agree that:

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- a) you will obtain informed consent for each Remote Consultation from the relevant Member and must retain that consent in the Member's medical record before providing that Remote Consultation. We will not pay, and you will not be able to charge a Member for any Remote Consultation where you cannot supply evidence of such prior consent on request;
- b) you will not invoice us or the Member for any Remote Consultation if that Remote Consultation would not justify a Consultation in Person under the Standard Terms. Remote Consultations must include all standard components of a Consultation in Person which do not require physical contact;
- c) if you or any of your employees or other administrative staff contact the Member or the Member contacts you or them for any purposes that do not constitute Eligible Treatment, such as a simple and brief call to confirm test results, provide advice or answer general queries obtain/provide an update on the Member's health, or for administrative matters such as the scheduling of appointments or dealing with issues relating to billing of the Member's insurance claim, then this shall not constitute a Remote Consultation and you shall not be entitled to invoice us or the Member for any such service;
- d) each Remote Consultation must be interactive between you and Member and must constitute Eligible Treatment. You will not invoice us or the Member for the provision of pre-recorded material;
- g) we will not pay, and you will also not be entitled to charge the Member for any Remote Consultation where the Engagement Time is less than 10 minutes;
- e) you will accurately record the Engagement Time and will not round that Engagement Time up or down for the purposes of invoicing us;
- f) we may request a Member's signed participation form, claim form, or other proof of attendance, in accordance with the evidentiary requirements regarding standard Consultations in Person and will only pay for a Remote Consultation on provision to us of the relevant documentation;
- g) you will keep a clear record of the Remote Consultation in the relevant Members' medical record. The reason for a Remote Consultation rather than a Consultation in Person must be clear and you must include the time and mode of contact (video or audio conference);
- h) we will not pay for any Remote Consultations that are not fully completed e.g. if you are unable to contact the Member by telephone or video as agreed with the Member or if the telephone call or video conference is terminated part way through the Remote Consultation and you are unable to re-establish contact with the Member by telephone or video conference (as agreed with the Member) to complete the Remote Consultation during that session; and
- i) we will not pay for more than one Remote Consultation per Member per day.

The first call attempt for any Remote Consultation agreed with the Member must occur within 5 minutes of the scheduled start time for 95% of all Remote Consultations. Up to three call attempts must be made within 30 minutes of the scheduled start time if you are unable to make contact with the Member on the first attempt.

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You agree that the provisions of the Standard Terms will be incorporated by reference into these Remote Terms so that each Remote Consultation will be provided in compliance with the provisions of the Standard Terms and these Remote Terms. In the event of a conflict between the Standard Terms and these Remote Terms, the Remote Terms will take precedence.

## 2. Fees

We will pay you the fee set out in the Fee Schedule attached to these Remote Terms based on the Engagement Time.

The amounts set out in the Fee Schedule are all inclusive of each element required to deliver the Remote Consultation (including VAT, professional fees, recording and reporting, interpretation, consumables, equipment costs and any administrative charges). You agree that the amounts stated in the Fee Schedule are the maximum amounts payable by us for a Remote Consultation and that you will not charge above this amount. You further agree that we will only pay for a Remote Consultation which constitute Eligible Treatment and which has been carried out by you in accordance with these Remote Terms.

It is a condition of your recognition to provide Remote Consultations that you will not invoice or bill Members personally for any Remote Consultation, or element of any Remote Consultation, except for the Member's excess and limits on their policy with us, and/or treatments which are not covered by the Member's policy, as set out in further detail at Paragraph 5 (Charging Members Personally) of the Standard Terms.

In addition to excesses, many Members have limited outpatient benefits which may rapidly be eroded, requiring them to pay from their own pocket for consultations. You must ensure that accessing care remains affordable for Members and that you are offering value for money with Remote Consultations, taking a discerning approach as to whether a consultation may be duplicative or likely to be unhelpful, or whether a Remote Consultation will materially increase the likelihood of outpatient diagnostics investigations or procedures being required (where they would have a materially lower likelihood if a physical examination was possible). You must be mindful of this impact on Members and consider this in your practice.

## 3. Invoicing us

You agree to provide us with a valid invoice for each Remote Consultation which includes the following information: date of invoice; date of Remote Consultation; the Member's name, date of birth, postcode and Bupa registration number; the applicable ICD disease and injury code (currently based on ICD9 as modified by Bupa and we shall notify you if this changes); the relevant Remote Consultation CCSD Code and Narrative; and your fee, as set out in the Fee Schedule. Invoices must be submitted to us online via Providers Online or Healthcode. Only Authorised Consultants are permitted to use the Remote Consultation CCSD codes and Narratives.

As part of the audit rights set out in Paragraph 8 (Payment of Your Invoices) of the Standard Terms, you agree, at no additional cost, to make available to us reasonable evidence of your compliance with the obligations set out in these Remote Terms, and to allow for and contribute to audits on Remote Consultations, including physical inspections of your premises, auditing and copying any relevant records, processes and systems, conducted by any member of the Bupa Group, its representatives or regulators.

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Remote Consultations billed as Consultations in Peron will not be payable and will be treated as potential fraud.

## 4. Data Protection and Security

You agree to comply with all applicable obligations in respect of any Personal Data relating to a Member (“**Member Data**”) imposed by, or made under, Data Protection Law, for so long as you process any such Member Data.

You agree not to perform your obligations under these Remote Terms in such a way as to result in Bupa breaching its obligations under Data Protection Law.

From time to time we may ask you to disclose Member Data to us to exercise our rights under these Remote Terms and so we can manage claims made by Members and administer our schemes. You agree, at no additional cost, to provide cooperation and assistance to us as we may reasonably require to enable us to comply with our obligations under Data Protection Law including but not limited to: (i) individual rights; (ii) data security; (iii) data protection impact assessments; and (iv) investigating any complaint raised by a Member and/or clinical incident.

If you believe, acting reasonably, that disclosing Member Data would result in a breach of Data Protection Law, you shall:

- (a) notify us of this fact as soon as reasonably practicable, in no event later than 7 days, giving details of the reason(s) why you believe a disclosure would cause you to be in breach of Data Protection Law; and
- (b) use all reasonable endeavours, having regard to the purpose of any request for Member Data, to give us sufficient information to achieve that purpose, including (but not limited to) taking measures to obtain Member’s consent where required, redacting Member Data to the minimum extent possible to achieve compliance with the Data Protection Law to facilitate the request made by us and/or providing alternative or additional information suited to achieving the purpose.

For the purposes of this Paragraph 4, you must ensure that you have a lawful basis for disclosing any Member Data to us in accordance with Data Protection Law.

You agree to:

- (a) implement and maintain appropriate technical and organisational measures (including, but not limited to, encryption and password protection), when transferring and/or Processing Member Data, to preserve the confidentiality, integrity, availability and resilience of the Member Data and prevent any unlawful Processing or disclosure or damage, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of the Members.
- (b) confirm the identity of the call recipient and ensure that it is the Member with whom the appointment has been made before beginning a consultation or disclosing any personal or confidential information, including Member Data;
- (c) ensure Members are made aware of any clinical, privacy or security risks when agreeing to Remote Consultations instead of Consultations in Person. Neither you nor the Member should take any steps that would result in the Remote Consultation

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being recorded without obtaining permission from the other party involved in the Remote Consultation; and

- (d) inform us in writing within 24 hours of you becoming aware of, or reasonably suspecting that there has been, any actual, alleged, or potential security breach leading to accidental or unlawful loss, destruction, compromise, damage, alteration, theft or unauthorised disclosure of Member Data, with a description of: (i) the nature of the actual or suspected breach, including the volume and type of Member Data affected and the categories and approximate number of Members concerned; (ii) the likely consequences of the actual or suspected breach; and (iii) the measures taken or proposed to be taken to address the actual or suspected breach including, where appropriate, measures to mitigate its possible adverse effects.

## 5. Quality standards

You must comply with the requirements set out in the Quality Schedule attached to these Remote Terms.

## 6. Insurance

You warrant to us that your medical malpractice insurance and/or professional indemnity will cover Remote Consultations to at least the level required under Paragraph 12 (Insurance) of the Standard Terms.

## 7. Ending your participation in the Bupa Remote Consultation scheme

You may end your participation in the Bupa Remote Consultation scheme at any time by providing us with 30 days' notice in writing that you no longer wish to be an Authorised Consultant for Remote Consultations. We may also end your recognition as an Authorised Consultant to provide Remote Consultations at any time by providing you with 30 days' notice in writing that you are no longer an Authorised Consultant for Remote Consultation.

If your Standard Terms are terminated or your general Bupa consultant recognition otherwise ends, you will immediately cease to be an Authorised Consultant and you will no longer be entitled to participate in the Bupa Remote Consultation scheme.

## 8. Defined Terms

**“Authorised Consultant”** means a Bupa recognised consultant who is recognised by us as able to provide Remote Consultations to Members on the terms set out in this document.

**“Bupa Group”** means Bupa Insurance Services Limited, its subsidiaries and subsidiary undertakings, any holding company of Bupa Insurance Services Limited and all other subsidiaries and subsidiary undertakings of any such holding company from time to time.

**“Consultation in Person”** means a face to face consultation which constitutes Eligible Treatment, with a Bupa recognised consultant and which you are recognised to provide under your Standard Terms.

**“Data Protection Law”** means:

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- (a) all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended;
- (b) any other European Union legislation relating to personal data;
- (c) all other legislation and regulatory requirements in force from time to time which apply to a Party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and
- (d) the guidance and codes of practice issued by the relevant data protection or supervisory authority applicable to a Party,

and references to **“Data Controller/Controller”**, **“Data Subject”**, **“Personal Data”**, **“Process”**, **“Processed”**, **“Processing”**, **“Data Processor/Processor”**, and **“Supervisory Authority”** shall have the meanings set out in, and will be interpreted in accordance with the Data Protection Law.

**“Eligible Treatment”** means treatment provided to Members that is: (1) covered by the Member’s policy; (2) performed by a consultant recognised by us for that treatment; and (3) performed at a facility recognised by us for that treatment or remotely where Remote Consultations are recognised by us under these Remote Terms.

**“Engagement Time”** means the total duration of a Remote Consultation between you and the Member, not including time spent by anyone who is not an Authorised Consultant; or speaking to anyone who is not the Member; or in arranging the Remote Consultation.

**“ICD”** means the latest version of the list of Codes published by The World Health Organisation as the International Classification of Diseases used by the Bupa Group and is used to classify individual diseases and related health conditions.

**“Member”** means: an individual covered by a health insurance contract underwritten by a member of the Bupa Group; an individual who is a beneficiary under a Bupa health trust arrangement; an individual who is a beneficiary of a scheme administered by a member of the Bupa Group; or an individual who benefits under a rehabilitation arrangement with Bupa.

**“Narrative”** means the relevant narrative for the Remote Consultation CCSD Code as set out in the Schedule.

**“Providers Online”** means the password protected website at [www.bupa.co.uk/healthcare-providers](http://www.bupa.co.uk/healthcare-providers) (or such other address as may be notified to you from time to time) which allows you to (a) submit certain information and/or bills to Bupa; and (b) view and download certain information concerning your transactions with Bupa.

**“Remote Consultations”** means a consultation by telephone and / or video which is carried out by you instead of a Consultation in Person.

**“Remote Consultation CCSD Code”** means the relevant CCSD code for the Remote Consultation as set out in the Schedule.

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“**Standard Terms**” means the Bupa terms of recognition that you have agreed to in order to obtain Bupa recognition.

“**we**,” “**our**” or “**us**” means Bupa Insurance Services Limited.

“**you**” or “**your**” means the person to whom the letter attached to these Remote Terms is addressed.

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## FEE SCHEDULE

### Remote Consultation CCSD codes and fees

Procedure	Procedure Code	Fee
Initial outpatient consultation - Remote	20355	As set out in your individual change order form which will be sent to you to sign upon contact to offer remote consultations
Follow up outpatient consultation - Remote	20365	As set out in your individual change order form which will be sent to you to sign upon contact to offer remote consultations



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## QUALITY SCHEDULE

You agree that you will only treat Members for conditions which fall within your scope of practice and for which we have already agreed to recognise you as a consultant for Consultations in Person under the Standard Terms.

You agree to ensure that all consultations (whether a Remote Consultation or a Consultation in Person) are provided in accordance with best practice using standards, practices, methods and procedures conforming to the law and exercising that degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, efficient and experienced clinical services provider providing clinical services the same or similar to the Remote Consultation or the Consultation in Person (as applicable) at the time that consultation is provided. This should include, but not be restricted to, guidelines issues by the GMC or the equivalent regulatory body, including "Good Medical Practice" and any guidance on remote consultations.

### *Technical standards*

Where the Remote Consultation is being conducted through a video platform, the video conferencing (VC) software you use for delivering Remote Consultations needs to comply with the best practice as set out below. It should offer at a minimum:

- access control and authentication and be able to limit access to the consultation to an identified individual (e.g. the Member) unless the Member requests otherwise and understands the implications;
- encryption of video stream which ensures that the software will not allow others to see the information being shared between you and the Member;
- direct connection between end-users – you and the Member should use software on your respective devices (known as peer to peer) to connect directly, instead of hosting the session online using a third party, who is likely to record the conversation; and
- no retention of stream data (audio, video or both) – the VC software provider should not record the data, and neither should you or the Member unless fully informed consent is given by both at the outset of the Remote Consultation. Where you retain any stream data you must do so in compliance with all applicable laws and regulation.

You shall ensure that any VC software used by you in the provision of Remote Consultations (i) meets all the requirements set out above and is suitable to carry out Remote Consultations; and (ii) is used together with the measures below. These measures should be taken to provide further assurance that an appropriate level of security is in place for Remote Consultations:

- if a wireless (Wi-Fi) network is being used for the connection, you shall ensure that it is a minimum of WPA-2 security by checking 'properties' in the device's Wi-Fi options. This applies to both you and the Member;
- public pay-as-you-go services (such as those found in coffee shops) and open public Wi-Fi networks (such as those available at train stations) should not be used. Ideally the Member should be using a broadband connection in their own home;
- both recipient and originating devices should be password protected or otherwise capable of being locked so that the user can access the device and make a connection

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using a unique identity that is not shared with any other individual. This applies to you and the Member;

- if the Member is using a device shared with other members of their family, they may wish to create a unique personal login for the device, a unique user identity for the VC software, or both;
- your device should be password protected, data encrypted and adhere to NHS Information Governance standards for the protection of patient medical information. For more information please visit: [www.hscic.gov.uk](http://www.hscic.gov.uk);
- for security purposes, devices used for VC consultations should be protected by up-to-date anti-virus and anti-malware software; and
- some VC software offers the option of text chat or instant messaging. This option should be avoided as part of the Remote Consultation as text conversation may well be stored either locally or remotely and third parties may be able to access it.

### *Physical location*

You agree to:

- ensure that both you and the Member are physically located within the United Kingdom;
- ask the Member where they are located so that you are able to call emergency services if needed;
- ensure that the Remote Consultation is conducted in a location that would be appropriate for a Consultation in Person i.e. quiet and with adequate privacy;
- ensure that the Remote Consultation is initiated at a pre-arranged time;
- have arrangements in place should the connection be slow, interrupted or lost during a Remote Consultation;
- check that light levels are sufficient so that both you and the Member's video images are clear. Rooms used for Remote Consultations should be well lit with no direct sunlight or exposed lighting behind the subjects; and
- use appropriate equipment that can normally be relied upon for maintaining audio connection and confidentiality (both when speaking and listening), such as a headset with earphones and an integrated microphone.