

AMBULANCE VICTORIA

MEMBERSHIP SCHEME BUSINESS RULES

VERSION 5.8 September 2015



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1.0 INTRODUCTION

The **Ambulance Victoria** (AV) Membership Scheme is operated by AV and is offered as a cost effective way for Victorians to be protected against the fees incurred when using ambulance services.

The AV Membership Scheme Business Rules are applicable to all Members and eligible Member Dependants included on the Membership. In applying for or Renewing Membership, the applicant/Member (and any Dependants included on a Family Membership) agrees for the Membership Period:

- a) to be bound by the AV Membership Scheme Business Rules and AV Privacy Policy; and
- b) that AV may at any time vary or replace the Membership Scheme Business Rules and/or any or all of the Membership Fees, which will bind the Member with effect from the date on which the Business Rules and/or the Membership Fees are varied or replaced.

The latest version of the Business Rules is available on our website at: www.ambulance.vic.gov.au or may be obtained by contacting the AV Membership Service Centre on **1300 366 141**.

2.0 MEMBERSHIP TYPES, FEES, BENEFITS AND EXCLUSIONS

2.1 MEMBERSHIP TYPES

2.1.1 AV has two Membership options available:

Single Membership or Family Membership.

2.1.2 Single Membership - Covers one Member only.

The named Member is the only individual authorised to make changes to or obtain information on the Membership. A third party can obtain information or make changes as required provided a legal authority to do so is received in writing or where the named Member has nominated a third party to act as an authorised representative on their behalf - either verbally or in writing.

- 2.1.3 Family Membership - Covers the primary Member and any eligible Dependants listed. A Dependant spouse will have the same level of access to Membership information as the primary Member and can access information and make changes to the Membership as required excluding resigning the Membership or removing the primary Member. All other third party requests for information are as per Clause 2.1.2.
- 2.1.4 All individuals must adhere to a three point identification check in order to make changes or access information on a Membership.

2.2 MEMBERSHIP FEES

Membership Fees are set by the Victorian Government Department of Health and may be amended from time to time. Any change in Membership Fee comes into effect upon the next Membership Renewal date following a Membership Fee change unless otherwise notified.

2.3 MEMBER BENEFITS

- 2.3.1 Member benefits commence at 5pm (1700 hours) AEST the day after the Membership Fee is received by AV and cease at the end of the Membership Period. Refer to Section 3.0 – Membership Commencement and Qualifying Period.
- 2.3.2 Members and their eligible Dependants (if applicable) receive Member Benefits for all Emergency Cases and Clinically Necessary Non-Emergency Cases at no additional cost to the Member. In all cases transport is provided to the nearest, most appropriate medical facility. In Victoria, AV Services must be provided by AV or those resources contracted to AV to be included as a Member Benefit.

Before authorising a patient for any ambulance transport interstate, the referring health professional must contact AV and provide detailed evidence as to why the patient must attend interstate health services. AV may seek a second opinion.

- 2.3.3 Members are covered for the same benefits Australia wide as they would have received had they been in Victoria. All the conditions relating to AV Services in Victoria will apply to the same services received interstate. Inter-state Member Benefits only apply for services provided by that State's official State or Territory Ambulance Services. Refer to Clause 4.1 – Residential Requirements.
- 2.3.4 No invoice will be sent to the Member when a Member uses AV's services if AV can match the transport information with the Membership details. If a Member receives a transport invoice which they believe should be covered by their Membership, the Member should make sure their membership record is up to date and then complete the relevant section on the reverse of the invoice and return to the AV Accounts Receivable Department for action.. A Member may be presented with an account for transport by an interstate Ambulance Service. If this occurs, the account and Membership details should be sent to the AV Accounts Receivable Department for action.
- Call:** (03) 9840 3544 or 1800 990 029
Email: accountsreceivable@ambulance.vic.gov.au
Write: Locked Bag 9000, Ballarat, VIC 3354
- 2.3.5 Members who renew their Membership within thirty (30) days of the Renewal date may be offered Continuity of Benefits at the discretion of AV.
- 2.3.6 Cover Notes can be issued on request for a period of twenty one (21) days and all Member benefits will apply providing the Membership is paid prior to the expiry of the Cover Note. Once paid, Member Benefits will commence from 5:00pm (1700hours) AEST on the day after the Cover Note was requested by the Member. Only one Cover Note per person per annum will be issued.

2.4 EXCLUSIONS:

Membership benefits do not cover:

- 2.4.1 Ambulance Services that are not deemed Clinically Necessary.
- 2.4.2 AV Services where a patient requests to be moved between medical facilities for reasons that are not Clinically Necessary. For example social or convenience reasons such as:
- The patient chooses to move to another hospital to be closer to their home and/or family Members (this includes returning back to Victoria from another State or Territory where they might have been receiving treatment);
 - The patient chooses to move to another hospital in order to be treated by a preferred physician or in a preferred hospital.
- 2.4.3 Transport from one private home to another.
- 2.4.4 Relocation from one accommodation facility to another or from hospital to home and return to hospital for weekend or holiday relief.
- 2.4.5 Royal Flying Doctor Services, where services are not the result of an Emergency Case or pre-approval has not been provided by AV in advance.
- 2.4.6 Repatriation if the transport is not Clinically Necessary and approved by AV in advance. Note: If prior approval is not given by AV the Membership will not cover any costs incurred.
- 2.4.7 Transport fees where responsibility for payment is ultimately the responsibility of a third party, as per the Department of Health Patient Transport Charging Guidelines for Victoria. These are available at **www.health.vic.gov.au/ambulance/index**
- 2.4.8 Non-Emergency Cases requiring AV Services during the Qualifying Period.
- 2.4.9 Emergency Cases during the Qualifying Period

where the service is required as a result of a Pre-Existing Ailment.

- 2.4.10 Services used prior to 5pm (1700 hours) AEST the day after the Membership Fee is received by AV. Refer to Section 3.1 Membership Commencement.

3.0 MEMBERSHIP COMMENCEMENT AND QUALIFYING PERIOD

3.1 MEMBERSHIP COMMENCEMENT AND PERIOD

- 3.1.1 For New and Reinstated Members, Member Benefits commence at 5:00pm (1700 hours) AEST on the day after the Membership Fee is received by AV.
- 3.1.2 For New and Reinstated Members, the Membership Period commences on the Membership Commencement Date and continues for period of time that the Member has made payment.
- 3.1.3 For Renewing Members, Membership benefits are continuous subject to the Membership Fee being received in full by AV no later than the due date of the Membership Renewal. Refer to Section 2.3.5.
- 3.1.4 Once a Membership has commenced it cannot be suspended.

3.2 QUALIFYING PERIOD

There is a fourteen (14) day Qualifying Period from the Membership Commencement Date of all New and Reinstated Memberships (Refer clause 3.1 Membership Commencement and Period). During their Qualifying Period Members do not receive Member Benefits for:

- Non-emergency Patient Transport Ambulance Services; or
- Emergency Ambulance Services where the service is required as a result of a Pre-Existing Ailment.

3.2.1 Waiver of Qualifying Period

The Qualifying Period will be waived in the following circumstances:

- a) For children who qualify as a Dependant when added to an existing Family Membership which has already served the Qualifying Period;

- b) Where a New or Reinstated Member was formerly an eligible Victorian Pension Concession Card or Health Care Card holder and joins the Membership Scheme within thirty (30) days of no longer being eligible for a Pension Concession Card or Health Care Card (Refer clause 4.2 Concession Card Holders). In this situation Membership will commence from the date the concession benefits ceased (proof of this date will be required);
- c) Where a New or Reinstated Member was listed on a Family Membership, is no longer eligible to be covered under that Family Membership and joins the Membership Scheme within thirty (30) days of ceasing to be eligible on the Family Membership.

4.0 ELIGIBILITY AND CONCESSION CARDS

4.1 RESIDENTIAL REQUIREMENTS

Members must be Australian citizens or have been granted permanent or temporary residential status and have their permanent place of residence located within AV's Operational Boundaries. Accepted non-Victorian postcodes can be viewed on the AV website Membership FAQs.

4.2 CONCESSION CARD HOLDERS

4.2.1 Under the State Concession Scheme eligible Victorians holding certain concession cards receive free Clinically Necessary ambulance coverage throughout Australia. In all cases transport is provided to the nearest, most appropriate medical facility.

4.2.2 For an eligible concession card holder free transport does not apply where:

- The individual is being transported from a private healthcare facility.
- The individual initiates a transport from one hospital to another hospital of their own choice, for example to receive care from a preferred physician or at a preferred location - this includes both public-to-public and public-to-private transports.

- 4.2.3 Commonwealth Seniors Health Card holders do not receive free Ambulance Services under the State Concession Scheme.
- 4.2.4 Department of Veterans Affairs (DVA) card holder benefits may vary based on individual circumstances and should be confirmed with DVA.
- 4.2.5 Spouses listed on a Pensioner Concession Card are not eligible for ambulance benefits however, all other eligible Dependants listed on these cards do receive ambulance benefits.
- 4.2.6 AV is not the issuer of these cards and therefore does not determine eligibility or set the criteria of who may be considered an eligible Dependant. For more information refer to www.health.vic.gov.au/ambulance/guidelines

5.0 RESPONSIBILITY OF MEMBERS

It is the responsibility of the Member to advise AV of any changes to their Membership, including changes to their Membership type, Dependants, address, contact and payment details in order to remain a Financial Member.

5.1 FUNDS & DISHONOUR FEES

Members must ensure sufficient funds are available to cover drawing of the Membership Fee by AV on the scheduled date(s). This includes ensuring AV has the current valid payment details including card expiry dates.

If a Membership payment has been rejected the Member will not be a Financial Member and will no longer receive Member Benefits (Refer to Clause 2.3 Member Benefits). If the payment is dishonoured by the nominated financial institution AV will attempt to notify the Member using the contact details held. AV reserves the right to recover any fees incurred in ensuring payment is made, including any dishonour fee charged by the financial institution to AV.

5.2 CHANGE OF ADDRESS AND RELOCATION TO ANOTHER STATE OR TERRITORY

Members are required to notify AV of any change of address. If a Member moves address resulting in no longer having their permanent place of residence located within AV's Operational Boundaries, Member Benefits will cease the day after the Member moves. Accepted non-Victorian postcodes can be viewed on the AV website under Membership FAQs.

5.3 CHANGING MEMBERSHIP TYPE

5.3.1 A Family Membership can be changed into two Single Memberships if a couple separates and have no further Dependants. Both Single Memberships will retain the original joining date however the expiry date of the new Single Memberships will be adjusted on a pro-rata basis based on the current Membership Fee at the time the change is made.

If there are Dependants, the main Member may continue with the Family Membership covering themselves and their Dependants, the other party may take out and pay for a Single Membership with the Qualifying Period waived if the Single Membership is established and paid in full within thirty (30) days of being removed from the Family Membership.

5.3.2 In the instance that two existing Single Members combine their Memberships, both Single Memberships will cease on the date requested and a new Family Membership can be established with the remaining Membership Fees allocated on a pro-rata basis based on the current Membership Fee at the time the change is made. Verbal or written permission is required from both Members before the consolidation can occur.

5.4 LOSS OF DEPENDANT STATUS

If a Dependant no longer meets the criteria for being a Dependant on an existing Family Membership that has already served the Qualifying Period then a new Single or Family Membership (as applicable) must be taken out. The Qualifying Period will be waived if the Membership is taken out and paid in full within thirty (30) days of the loss of Dependant status.

6.0 REFUNDS

- 6.1 A refund of an unused portion of a Membership is available upon written request. Refund amounts will be calculated on a pro-rata basis from the date the request is received in writing.
- 6.2 Refunds will not be provided for the used (i.e. past) portion of a Membership, or for prior Membership Periods.
- 6.3 An administration fee of \$12.50 Incl. GST will apply to all refunds unless waived by AV. Refer to clauses 6.4 & 6.5.
- 6.4 If a Member has made a duplicate payment in error a refund for the full amount of the current Membership Period may be provided to the Member on request. AV may waive the administration fee in these circumstances. If a refund is not requested by the Member, AV will extend the Membership Period in accordance with the amounts paid.
- 6.5 If a Member dies, the unused portion of the Membership may be refunded to the estate of the deceased Member or to an authorised representative of the deceased Member upon written request. AV may waive the administration fee in these circumstances.

7.0 PRIVACY, COMPLAINTS AND CONTACT US

7.1 PRIVACY

AV protects the privacy and security of information provided by you. By taking out AV Membership, you agree to be bound by the terms of the AV Privacy Policy. The AV Privacy Policy is available by calling AV on **(03) 9840 3500** and asking to speak to Legal Counsel or on the AV website at **www.ambulance.vic.gov.au**

7.2 CONTACT US

For questions or queries relating to your Membership please contact the AV Membership Service Centre:

Call: 1300 366 141 (8am to 8pm weekdays & 9am to 5pm Saturday, closed Sunday and Public Holidays)

E-mail: membership@ambulance.vic.gov.au

Post: Ambulance Victoria Membership, PO Box 278, South Melbourne VIC 3205

7.3 COMPLAINTS

AV aims to meet our Members' expectations at all times however if your complaint is not dealt with to your satisfaction by the Membership team please contact in the first instance:

Ambulance Victoria Professional Standards:

Call: (03) 9840 3635

E-mail: professionalstandards@ambulance.vic.gov.au

Post: Professional Standards, Ambulance Victoria, PO Box 2000, Doncaster, VIC 3108

If you remain dissatisfied you may escalate your complaint to the Office of the Health Services Commissioner or the Victorian Ombudsman.

Office of the Health Services Commissioner	Victorian Ombudsman
26th Floor 570 Bourke Street Melbourne Victoria 3000	Level 1 North Tower 459 Collins Street Melbourne Victoria 3000
Contact 1300 582 113	Contact (03) 9613 6222 or 1800 806 314

8.0 DEFINITIONS

The following definitions apply throughout the Business Rules:

Ambulance Victoria (AV) manages the AV Membership Scheme and provides AV Services either directly or through contracted third parties.

Ambulance/AV Services

- 1) Includes ambulance treatment, transport, referral service or alternative care provided by AV resources or those resources contracted to provide services for and on behalf of AV for medical or surgical cases; and
- 2) Excludes any services provided by the Royal Flying Doctor Service (RFDS) unless transport is deemed Clinically Necessary and pre-approved by AV or the result of an emergency case; and
- 3) Must be deemed Clinically Necessary, with the exception of Emergency Cases; and
- 4) In all cases AV will transport patients to/from the nearest and most appropriate medical facility.

Australia Refers to all States and Territories of Australia and its Territorial waters.

AV's Operational Boundaries means the areas that AV operates within (all of Victoria and certain areas of South Australia and New South Wales). Please refer to AV's website for a list of towns or call the AV Membership Service Centre on **1300 366 141**.

Clinically Necessary means the patient or the Member require active clinical monitoring/care or clinical supervision during transport that is provided by a paramedic, health professional or qualified patient transport officer or attendant. Authorisation must be provided by a Health Professional who can make an informed decision about whether there is a genuine clinical need for a patient to be transported by ambulance instead of any other way.

Continuity of Benefits means Members' who renew their Membership within thirty (30) days post their renewal date may receive continuous Membership. If continuous Membership applies then payment will be allocated from their due renewal date, with no loss of benefits.

Cover Note is an interim twenty one (21) day confirmation of the Membership valid until the expiry date shown on the Cover Note; Subject to payment being received by AV within the Cover Note period.

Dependants – in respect of a Member includes the following:

- The Member's partner, including legal or de-facto partners, whether of the opposite or same sex, and residing with the Member within AV's Operational Boundaries;
- All dependent children (under the age of 17 years) of the Member and/or their partner, whether the natural child of the Member and/or their partner, or adopted, or a foster child, or any child in respect of which the Member and/or their partner is responsible for the primary care of that child;
- Dependent students of the Member and/or their partner engaged in full-time study at a secondary or tertiary education institution, provided that they are single and dependent upon the Member and are under the age of 25;
- Exchange students may be covered on their host's Family Membership if approved by AV. If AV accepts the child as a Dependant, they will be covered on a Family Membership.

Notes:

- 1) Dependants must be eligible and listed on a Family Membership to receive Member benefits.
- 2) Those Dependants awaiting placement at tertiary institutions will continue to be covered by their parent/guardian's Membership up to 31 March of the year for which they have applied for placement. After this date proof of full time student status must be provided to receive Membership benefits in the event of having used AV's services.

- 3) Where a Dependant student aged 17 to 24 years old requires transport by ambulance, an invoice may be issued and proof of full time student status will be required for invoice settlement.

Emergency Cases means cases that originate from a triple zero (000) call and are prioritised as an emergency case by the relevant authority.

Family Membership refers to a Membership for a Primary Member and their Dependant(s).

Financial Member is a Member who has paid for Membership for a period in advance.

Health Professional means a health professional who can authorise whether ambulance transportation is Clinically Necessary. This includes:

- A registered medical practitioner;
- An AV paramedic;
- Authorised employee of the Emergency Services Telecommunication Authority (ESTA); or
- a registered division 1 nurse

Member is any person who paid for a Membership for a Membership Period.

Member Benefits Members receive ambulance treatment, transport and services at no additional cost to the Member for Emergency Cases and Clinically Necessary Non-Emergency Cases except where exclusions and exceptions apply, including those exemptions set out under Section 2.4 and Section 3.0 of these Business Rules

In all cases transport is provided to the nearest, most appropriate medical facility. In Victoria, AV Services must be provided by AV or those resources contracted to AV to be included as a Member Benefit.

Membership can be in the form of a Single Membership or Family Membership.

Membership Commencement Date is the Members start date for the Membership as set out under Clause 3.1.1.

Membership Fee is the relevant payment required by AV that entitles a person to either a Single or Family Membership. Due to the variety of payment channels available the Membership Fee may not be received by AV on the same day it is paid however, the Fee will be applied effective to the date it was paid once received, based on the date information provided by the relevant financial or payment institution. As such AV recommends that Members please allow up to three (3) business days for your payment to be applied by AV. In the situation where a payment is not received by AV, proof of payment will be requested in order to locate the payment.

Membership Period is the period of time expressed under Clause 3.1.3 that the Member has paid for Membership. If payment for a Membership is not received for a full quarter, one, three, or five year period, AV will pro-rata this payment to provide Membership for the pro-rata period.

New Member is a person who takes out AV Membership for the first time.

Non-Emergency Cases means cases designated by AV as requiring a Non-Emergency response and that is deemed Clinically Necessary.

Non-Emergency Patient Transport means Clinically Necessary non-emergency patient transport provided by **Ambulance Victoria** or by a contracted service provider on behalf of **Ambulance Victoria**.

Pre-Existing Ailment is any ailment, illness or condition of which the signs or symptoms were, in the opinion of a medical practitioner, in existence during the six (6) months prior to the day of joining. Pregnancy is not a pre-existing condition for the purpose of this definition.

Qualifying Period is the period of time before Membership Benefits for pre-existing and non-emergency cases are provided (Refer to Clause 3.2 Qualifying Period).

Reinstated Members means Members who cease to be Financial Members and who subsequently renew their Membership.

Renew/Renewing/Renewal means the payment of the Membership Renewal fee as noted on the Membership renewal form by the due date, provided funds are not dishonoured (Refer Clause 5.1 Funds and Dishonour Fees).

Single Member means a Member with no Dependents.

Single Membership this provides Member benefits for one individual only.

