## Introduction to the fee schedule

This is the schedule of procedures and fees for providers recognised by Freedom Health Insurance. It is based on work carried out by the Clinical Coding and Schedule Development group (CCSD). It also details billing principles which apply to invoices for private medical services provided to our members.

However, whilst the fee schedule primarily includes codes for procedures for which our policies provide benefit, the inclusion of a code in the fee schedule does not guarantee cover will be provided for this procedure. The availability of cover will depend on the benefits, terms and conditions of the patient's policy.

Last updated: December 2020

### 1. Reimbursement status

All specialists and medical practitioners must work within their scope of practice and in line with their professional codes of conduct. Any new procedures not routinely carried out within their practice must be considered and agreed by Freedom Health Insurance in advance and in conjunction with the clinical governance committees at the treating facility.

This document sets out what Freedom Health Insurance would expect specialist and practitioners to charge for the services they provide. We will pay eligible fees in full when they are charged up to the level shown within this document.

Any fees which exceed the limits stated in this document will not be paid in full.

## 2. Billing principles

The main billing principles, which all providers must follow as a condition of recognition, are detailed below.

### 2.1 Procedure code query

If a specialist is uncertain how to code for a specific procedure, they can ask us for help in identifying the most appropriate code to use. We will require a copy of the clinic letter and/or a report detailing what treatment is planned which can be sent to us at claims@freedomhealthinsurance.co.uk. This will help us to assist you in identifying the most appropriate code.

### 2.2 Procedure fees

The fee for a procedure includes all component parts of this procedure including the preoperative assessment, the procedure itself and all routine aftercare including subsequent outpatient consultations for at least the first ten days after discharge.

All fees are inclusive of VAT.

### 2.3 Injections

We do not accept separate charges for giving subcutaneous, intramuscular or intravenous injections (or vaccinations where eligible) as, on their own, these are not considered separate surgical procedures. Any charge for giving such injections is covered by the standard consultation charge.

### 2.4 Coding

Invoices must be coded using the industry standard CCSD codes listed in this fee schedule. The only item which should appear on an invoice is the (usually single) CCSD code for the primary procedure which was carried out. This code should only be used for the procedure described in the narrative in the schedule.

If a code states 'as sole procedure' in its narrative, it should not be used alongside or in addition to another code.

If any procedure is carried out which is not coded, the specialists should contact the Freedom Health Insurance claims team at claims@freedomhealthinsurance.co.uk. We will require a copy of the clinic letter and/or a report detailing what treatment is planned along with a breakdown of the proposed cost This will help us to assist you in identifying the most appropriate code and level of reimbursement.

## 2.5 Unbundling

The component parts of a single procedure or service must not be separated out, itemised and billed as if they were separate or additional procedures or services. Generally speaking, there is no clinical procedure which should routinely need more than one code to adequately describe the procedure which has taken place.

We will not pay additional fees charged for component parts of single procedures or services and reserve the right to withdraw recognition of any provider who persistently unbundles charges. When we use the term 'unbundling' or 'unbundles', we mean:

- charging for two or more procedures where the secondary procedures are part and parcel of the primary procedure or are so frequently performed together, they are, in effect, part and parcel;
- charging for inpatient care or ITU care where this is simply routine post-operative care;
- charging for pre-operative assessment or post-operative analgesia including nerve blocks;
- using combinations of procedure codes in order to increase the fee charged – for example, charging a fee for wound infiltration with local anaesthesia; and
- charging for local anaesthetic when anaesthetic services have been provided by an anaesthetist.

## 2.6 Multiple procedures

Where two procedures are performed at the same time, we will pay a full fee for the highest rated procedure and 50% of the fee for the second highest rated procedure. We do not normally allow a fee for a third procedure unless there are particularly exceptional circumstances and on a case-by-case basis. These must be discussed with us before treatment takes place.

## 2.7 Multiple specialists

Where two or more specialists operate on a member as a matter of preference, we will only pay a single fee.

Where two specialists perform different procedures, and the second procedure cannot be performed by a single specialist, the two specialists will be treated separately for the purposes of this fee schedule and subsequent billing. An example would be a mastectomy followed by a DIEP flap.

These requests must be preauthorised with us first and will be considered on a case by case basis. Please contact the Freedom Health Insurance claims team at claims@freedomhealthinsurance.co.uk.

In any other circumstance where two specialists are required, this should be agreed in advance with us.

## 2.8 Fees outside of our billing principles

Requests for additional fees for services outside our billing principles must be preauthorised and will be considered on a case by case basis. We will require a copy of the clinic letter and/or a report detailing what treatment is planned and why additional fees are justified. This can be sent to us at claims@freedomhealthinsurance.co.uk.

## 2.9 Consultation charges

A consultation means a face-to-face consultation only. Only a single consultation can be billed on any one day. We do not pay fees for consultations using electronic or remote communication methods such as email, telephone or via the internet.

Inpatient care fees will only be paid to the physician in overall charge of the patient's care and only when the physician visits the patient personally. We do not pay fees charged for being 'on call'. Other specialists may claim a fee for specific consultations for specific problems on referral by the physician, but this should be pre-authorised.

Outpatient follow-up consultations within ten days of a surgical procedure are considered to be part and parcel of post-operative care and included within the charge for the procedure. These would not be reimbursed as an extra service.

## 2.10 Requesting medical information

During treatment, we may need to request medical information to aid our ongoing assessment of the claim. We will try to ensure only the minimum amount of information is requested to avoid unnecessary delays in approving cover. We do not expect any charge to be made for providing this information.

## 2.11 Anaesthetic fees

Anaesthesia fees include an amount for pre-operative assessment (wherever it takes place), the anaesthetic itself (including any lines or monitoring) and post-operative care including analgesia, ITU/HDU care, nerve blockage, neuroaxial blockade or epidural injections. These services should not be billed with additional fees.

Procedures should be coded using the single CCSD code which describes the operation carried out plus all its component parts. Additional codes should only be used for genuine separate and additional procedures.

There is no code for CVP (central venous pressure) lines as part of anaesthesia or ITU care – specifically the code L9110 should not be used.

## 2.12 Anaesthesia (sedation) by the operator

All fees within this schedule are inclusive of any charges for local anaesthesia and IV sedation by the main operator. We will not pay additional fees charged for the provision of local anaesthesia or IV sedation by the main operator or from a separate anaesthetist.

## 2.13 Intensive care

If a patient is in intensive care which is both medically necessary and not related to routine post-surgery care, a fee can be changed in line with section 1.4 of this fee schedule. This covers consultations, monitoring and procedures such as CVP lines, arterial lines and dialysis and pulmonary artery catheters.

Additional fees can be charged for procedures with a CCSD code by the specialist in primary charge of the case. Other specialists may claim a fee for specific consultations for specific problems. but not a daily fee.

## 2.14 Chemotherapy

Charges for administration and supervision of chemotherapy should be made in line with the principles set out in section 18 of this fee schedule.

## 2.15 Radiotherapy

Charges for administration and supervision of radiotherapy should be made in line with the principles set out in section 20 of this fee schedule.

## 2.16 All-inclusive fee arrangements

Our agreements with hospitals may include some services where specialists' fees are included within the pricing structure we have agreed with the hospital, such as diagnostic radiology, pathology and inpatient therapies. In these circumstances, specialists should negotiate payment for their services with the hospital.

## 2.17 Radiology

Diagnostic radiology services must be billed through the hospital in line with contracted rates. Therapeutic interventional radiology can be billed in line with the fees contained in this schedule.

## 2.18 Pathology

Pathology charges must be billed through the hospital or clinic where the procedure itself took place. If the specimen is taken in a consulting room which is owned and managed by a consultant specialist, we will accept invoices from a recognised pathology facility with which we, or any party acting on our behalf, have a fee agreement in place.

## 2.19 Facility charges

Charges may be made for facilities provided there is a formal agreement in place between the facility and Freedom Health Insurance or any party acting on our behalf.

## 3. Submission of claims

All claims must be submitted within six months of treatment. Invoices for eligible treatment can be submitted by email, fax or post but full treatment details must be provided to avoid delays in settlement.

## 4. Payment

A remittance advice will be sent with payment to provide a breakdown of the amount paid, the member(s) it relates to and any shortfalls. A remittance advice is also sent to the member to tell them whether there is any amount which they must pay themselves.

## 5. Effective and appropriate medical treatment

Our policies do not cover experimental or unproven treatment including treatment using new technology or drugs where its safety and effectiveness have not been established or accepted for general use throughout the NHS. Please contact the Freedom Health Insurance claims team before carrying out any treatment which might fall into this category.

Codes intended for use with existing procedures must not be used for new and uncoded procedures. The narratives and codes are protected by copyright and may not be altered or used in any other way except as published in the schedule of procedures and fees.

## 6. Fraud and misrepresentation

We act in good faith based on information provided to us by our members and the providers who provide treatment. Fortunately, most of our members and the providers we deal with are completely honest in their dealings with us. We maintain an ongoing programme of claims monitoring and from time to time we will audit claims by cross-reference with the patient's medical records.

We will not tolerate fraud or misrepresentation and take a very serious view of any attempt by any party to act in a dishonest manner in their dealings with us. We reserve the right to withdraw recognition of any provider who provides false, misleading or selective information. We also reserve the right to refer such cases to the General Medical Council and to the police if we consider it appropriate to do so.

We consider the following as examples of fraudulent billing:

- exaggeration of the complexity of the procedure performed (for example coding a diagnostic procedure as if it were therapeutic procedure);
- misrepresentation of the patient's medical history or the procedure carried out;
- failure to tell us material facts;
- the use of jargon or overly technical medical information which, whilst strictly correct, is presented in a fashion which is likely or intended to mislead a non-medically qualified claims assessor (for example, coding a claim for laser-assisted in situ keratomileusis (LASIK) coded as keratoplasty); and
- unbundling.

## 7. Audit

We may occasionally conduct audits of medical notes as part of our fraud prevention and quality control procedures. Specialists and practitioners are required to provide this information to us on receipt of a consent form signed by the member authorising this disclosure.