



Central Provident Fund Board (CPF Board)'s Terms and Conditions applicable to Approved Applicants under the CPF MediSave Scheme and Approved Medical Institutions under the MediShield Life Scheme

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Part 1 – Terms and Conditions applicable to Approved Applicants and submission of withdrawal applications under the MediSave Scheme

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Part 1 – Terms and Conditions applicable to Approved Applicants and submission of withdrawal applications under the MediSave Scheme

1. General

- 1.1 The Terms and Conditions in this Part ("**Terms and Conditions**") are applicable to all entities ("**healthcare service providers**") which have applied to, or have received approval from, the Ministry of Health ("**MOH**") and/or CPFB for accreditation under the MediSave Scheme, and to link-up their computer equipment and systems to that of CPFB's and other IT systems/service providers, so as to submit applications by CPF members to withdraw CPF monies from their MediSave Accounts ("**MediSave withdrawal applications**") to pay for medical treatment and other healthcare services, in accordance with the Central Provident Fund Act and the Central Provident Fund (MediSave Account Withdrawals) Regulations (including all amendments, modifications or re-enactment thereto). These Terms and Conditions shall apply to all submissions of CPF members' MediSave withdrawal applications by healthcare service providers.
- 1.2 The application to be an Approved Applicant ("**AA**") as defined in section 67A of the Central Provident Fund Act ("**CPF Act**") must be made by an individual (i.e. Chief Executive Officer (CEO) level or equivalent) authorised to act on behalf of the applicant. Any individual submitting the application for a healthcare service provider to be an Approved Applicant is deemed to have declared that he has been authorised to do so by the applicant.
- 1.3 The approval of an AA is subject to its compliance with the Terms and Conditions, all applicable laws and legislation, the guidelines and requirements in the MediSave Manual for Medical Institutions ("**MediSave Manual**") and circulars, MOH's Terms and Conditions of Approval under the MediSave Scheme and MediShield Life Scheme, CPFB's Terms and Conditions of Approval under the MediShield Life Scheme and such other guidelines and requirements that may be issued or imposed in relation to the MediSave Scheme.
- 1.4 The AA must perform and observe all the covenants and conditions imposed or to be imposed by CPFB from time to time and on the AA's part to be observed and performed.
- 1.5 For the avoidance of doubt, all references to AA in these Terms and Conditions shall be deemed to include all healthcare service providers.

2. Documentation Required for Application as an AA

- 2.1 The AA must submit the necessary bank forms with the requisite bank account details to authorise the bank to allow CPFB to deduct from and/or make payment to the AA's bank account (as applicable) in relation to MediSave withdrawal applications, interest, and administrative and penalty fees. The bank account stated in the bank forms must be a bank account belonging to the AA and the AA must ensure that the bank account contains sufficient funds for any deductions made by CPFB.
- 2.2 The AA must notify CPFB and MOH promptly within a month of the occurrence of any of the following :
- (i) any change in its name, address, bank account details, change in entity;
 - (ii) any cessation of the AA's operations;

- (iii) where the AA is a company, if a receiver, liquidator or provisional liquidator is appointed over any undertaking or property of the AA or an order is made or a resolution is passed for winding-up or dissolution without winding-up (other than for the purpose of amalgamation or reconstruction) of the AA;
- (iv) where the AA is a partnership, if the AA is dissolved or has a bankruptcy order made against it;
- (v) where the AA is a sole proprietor, if the sole proprietor becomes bankrupt or dies;
- (vi) legal proceedings alleging insolvency are brought against the AA; and/or
- (vii) the AA enters into any composition or arrangements with creditors.

and must submit relevant documents as supporting evidence of such change.

3. Safeguarding of CPF Members' personal data and confidential information

3.1 Obtain CPF members' consent to access their personal data and other confidential information

3.1.1 The AA must obtain the CPF member's express written consent via the Medical Claim Authorisation Form (MCAF) before accessing the member's personal data and confidential information from any system link-up with CPF and any other system which the AA may have access to for purposes of financial means assessment and counselling ("**financial counselling**") and/or submission of MediSave withdrawal applications.

3.2 Safeguard of confidential information

3.2.1 The AA must treat all information and personal data disclosed, provided to, obtained and/or acquired by the AA from CPF and the CPF member ("**Confidential Information**") for the purpose of financial counselling and/or claim submission (the "**Purpose**") as strictly confidential and safeguard it accordingly.

3.2.2 The AA must not disclose any Confidential Information and the source of the Confidential Information to any other person without the prior written consent of CPF and the CPF member, except where disclosure is expressly permitted under these Terms and Conditions or applicable laws.

3.2.3 The AA must take all necessary measures and precautions to ensure that the Confidential Information is only given to, or accessed by, authorised representatives of the AA in connection with and only to the extent necessary for financial counselling.

3.2.4 The AA must ensure that Confidential Information is not disclosed or published (without CPF's written approval) or used by the AA or any of its authorised representatives other than for the Purpose, unless expressly permitted under these Terms and Conditions, or applicable laws.

3.2.5 The AA must ensure that its authorised representatives who use or retain or otherwise have access to the Confidential Information are aware of and comply with the confidentiality and

non-disclosure obligations in the Terms and Conditions and any other requirements as CPF B may inform the AA from time to time.

3.2.6 The AA must protect the security and confidentiality of the Confidential Information whether in the AA's premises or in the course of transmission of the Confidential Information from its premises to CPF B and ensure that its authorized representatives observe the same obligations contained within the Terms and Conditions with regards to the Confidential Information in their possession.

3.2.7 The AA, including its authorised representatives, must not publish or release, nor must it allow or suffer the publication or release of, any news item, article, publication, advertisement, prepared speech or any other information or material acquired in the course of carrying out its Purpose or pertaining to any part or whole of the Terms and Conditions and the Purpose in any media to any third party without the prior written consent for the release or publication of such Confidential Information as granted by CPF B.

3.3 Safeguarding of all information in respect of the MediSave withdrawal applications and the Indemnification of CPF B

3.3.1 The AA must bear the risk of any loss, damage to or theft of the Confidential Information upon receipt of the Confidential Information.

3.3.2 The AA must indemnify CPF B against any losses, damages, costs and expenses which CPF B may sustain or incur as a result of any breach of, or non-compliance with, the Terms and Conditions by the AA or its authorised representatives.

3.3.3 The AA must not hold CPF B responsible or liable in any way for any losses, damages, costs and expenses whatsoever, arising from the AA's reliance and/or usage of the Confidential Information so disclosed or provided by CPF B and/or obtained or acquired by the AA.

3.3.4 The AA must comply with the Singapore Personal Data Protection Act 2012 or any applicable data protection or privacy laws.

3.3.5 The AA must ensure that the Confidential Information is not stored, processed, accessed from and/or transferred to a country or territory outside Singapore, whether by the AA or its authorised representatives, without CPF B's prior written approval.

3.4 Exceptions to confidentiality obligations

3.4.1 Subject to applicable laws, the confidentiality obligations will not apply where Confidential Information: -

- i. is or becomes public knowledge (otherwise than by breach of these Terms and Conditions);
- ii. was in the possession of the receiving party without restriction as to its disclosure, before receiving it from the disclosing party;

- iii. is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
- iv. is independently developed without access to the Confidential Information; or
- v. must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the party making the disclosure, including any requirements for disclosure.

3.4.2 The provisions under these Terms and Conditions are without prejudice to the application of the Official Secrets Act 1935 to any Confidential Information.

3.5 Destruction /Purging of Confidential Information by AA

3.5.1 Unless otherwise permitted under these Terms and Conditions, when the AA is no longer carrying out the Purpose, or when the Confidential Information is no longer required for the Purpose, or upon request by CPF B (whichever is earlier), the AA:

- (i) must not maintain, keep any copies of or otherwise store any Confidential Information within any computer system maintained or controlled by the AA whether within or outside Singapore;
- (ii) must, at its own cost, within one month, securely destroy (such that they are no longer retrievable), all Confidential Information and all copies of it in its possession, or in the possession of its authorised representatives;
- (iii) must not use, incorporate and/or otherwise exploit any Confidential Information in any manner whatsoever; and
- (iv) agrees that the confidentiality obligations in these Terms and Conditions shall continue to have full force and effect, and remain binding on the AA.

3.6 Failure to comply with confidentiality provisions

3.6.1 If the AA breaches or fails to comply with the confidentiality provisions stated in these Terms and Conditions, CPF B reserves the right to revoke its consent to disclose the Confidential Information to the AA. CPF B also reserves the right to suspend or terminate the AA's access to the CPF member's Confidential Information.

4 Submission of MediSave claims by AA

4.1 Proper and accurate information to be submitted by AA

4.1.1 The AA must ensure that the identity of patient and payer are verified against their identification documents and correctly indicated in the claim submission. The AA must do its due diligence in verifying the relationship between the patient and payer before a MediSave claim is made.

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- 4.1.2 The AA will be responsible for making proper and accurate claims from the CPF members' MediSave Accounts through CPF and will at all times hereafter keep CPF indemnified against all damages, payments, costs, expenses, losses and other liabilities whatsoever which CPF may pay, incur, sustain or suffer as a result of making any unlawful or unauthorised deduction from the CPF members' MediSave Accounts made electronically through the Central Claims Processing System. The AA must comply with all applicable laws and regulations, prevailing guidelines and requirements issued or imposed by CPF and/or MOH (including but not limited to the guidelines and requirements in the circulars), the Terms and Conditions of Approval under the MediSave Scheme issued by MOH, and any conditions issued or imposed by the Minister for Health in specific cases.
- 4.1.3 The AA must only make claims under the MediSave scheme in relation to the provision of medical, psychiatric or other approved medical treatment as defined in the CPF (MediSave Account Withdrawal) Regulations ("**MAWR**"). The AA must comply with all applicable Acts and subsidiary legislation, and the prevailing guidelines and requirements issued or imposed by CPF and/or MOH, including but not limited to the guidelines and requirements in the MediSave Manual and circulars, the Terms and Conditions of Approval under the MediSave Scheme and the MediShield Life Scheme issued by CPF and/or MOH, and any conditions issued or imposed by the Minister for Health in specific cases.
- 4.1.4 For avoidance of doubt, the AA shall not do the following acts, including but not limited to:
- 4.1.4.1 make claims for fictitious patient visits or treatment;
 - 4.1.4.2 make multiple claims for a single patient visit/split claims;
 - 4.1.4.3 provide and make claims for inappropriate treatments;
 - 4.1.4.4 make claims using an inappropriate Table of Surgical Procedures ("**TOSP**") code(s) by way of:
 - 4.1.4.4.1 using proxy TOSP code(s) that do not accurately describe the procedure performed;
 - 4.1.4.4.2 submitting more than one TOSP code where a single TOSP code adequately describes the episode of surgery/procedure carried out; and/or
 - 4.1.4.4.3 performing each component procedure in a separate episode of surgery or procedure, for procedures that could otherwise be performed under a single TOSP code and/or episode of surgery/procedure;
 - 4.1.4.5 provide any incorrect information in relation to the claims made (e.g. treatment for an acute condition indicated as treatment for a chronic condition, or diagnosis);
 - 4.1.4.6 make claims on behalf of Non-AA for patients who receive or had received medical treatment and services at the Non-Approved Institutions, unless otherwise approved by the Minister for Health in writing;
 - 4.1.4.7 make claims for a patient without a set of corroborating documents such as clinical case notes, operation reports, radiographs, histology reports, laboratory results, Letter of Certifications and other relevant documents, in support of each aspect of the patient visit;
 - 4.1.4.8 make claims for or include in claims treatments and items which are not approved under the MAWR; and
 - 4.1.4.9 make claims for or include in claims treatments and items by any person who is not an Approved Medical Practitioner, unless otherwise permitted by the Minister for Health in writing.

- 4.1.5 In the event of any non-compliance or any other reason which CPF B deems fit, the AA must:
- 4.1.5.1 amend or re-submit any MediSave claim which is affected by the non-compliance, irregularity, or suspected fraud or criminal conduct (as the case may be) ("Affected Claim"), and repay the sum of money previously paid by CPF B to the AA in excess of the amount claimed in the amended or re-submitted claim plus any administrative fees that may have been incurred by CPF B and applicable interest pursuant to the CPF Act, in the manner determined by CPF B;
 - 4.1.5.2 where the AA has received an overpayment under MediSave, amend or re-submit the claim and to return the excess amount in accordance with CPF B's written instructions; and
 - 4.1.5.3 cancel any MediSave claim made, and repay all monies previously paid to the AA under the cancelled claim plus any administrative fees that may have been incurred by CPF B and applicable interest pursuant to the CPF Act, in the manner determined by CPF B.
- 4.1.6 The AA must ensure that the total MediSave claim amount does not exceed the total bill, before making any claim. In the event of error in any claim, the AA must be responsible for ensuring that all moneys improperly paid under such a claim are promptly refunded as directed by CPF B. This includes interests the member would have earned in his MediSave Account if the amount had not been withdrawn.
- 4.1.7 The AA must pay to CPF B any sum demanded pursuant to the relevant Acts and Regulations upon receipt of CPF B's first demand in writing requesting payment of the same.
- 4.1.8 The AA authorises CPF B to deduct and set off, from any sum payable by CPF B to the AA, the full amount or part thereof of any sum demanded by CPF B pursuant to the CPF Act and subsidiary legislation, these Terms and Conditions and/or otherwise for the purposes of the MediSave Scheme.
- 4.1.9 The AA must furnish CPF B with all such information and documents as CPF B may require for the submission, processing and administration of all MediSave claims from the AA, all other matters set out in these Terms and Conditions, and/or otherwise for the purposes of the MediSave Scheme.
- 4.1.10 The AA must allow CPF B's staff or its appointed agent(s) and/or sub-contractor(s) to inspect all such documents pertaining to claims made in respect of the CPF members' MediSave account as CPF B may require including bills and receipts of all payments received from patients.
- 4.1.11 The AA must pay all costs and expenses incurred, or to be incurred, by CPF B and all fees imposed by CPF B from time to time for submission and processing of the MAW withdrawal applications for payment of the treatment and healthcare services provided by the AA, and for any work related thereto as assessed by the CPF B.

5 Timeliness of claim submission

- 5.1 The AA must only submit claims after a treatment has been provided to a member. Any cash deposit paid by the member to the AA must be refunded by the AA to the member within two weeks from the date of approval of the MediSave claim. The AA shall keep a copy of the evidence of the refund to the member for audit purposes and shall provide such evidence to CPF B if CPF B so requests.
- 5.2 The AA must submit all applications for withdrawals from MediSave promptly, within two weeks of visit or date of discharge of the member. Late MediSave claims may be rejected by the CPF B, subject to any exceptions made at CPF B's sole discretion. The AA must comply with the guidelines, requirements and circulars issued by MOH and/or CPF B relating to the submission of late MediSave claims. The AA must cancel all MediSave claims if they are found not to be in compliance with these guidelines.

6 Medical Claims Authorisation Form (MCAF)

- 6.1 The AA must ensure that proper authorisation by CPF members for the purposes of making a claim or checking their MediSave balance or insurance coverage is obtained via the Medical Claims Authorisation Form (MCAF). The MCAF must be properly completed and signed by the patient and/or payer, and the authorisation period clearly indicated, before the AA submits a claim.
- 6.2 If the MCAF authorisation is signed at the AA by the patient and/or payer, it should be witnessed in person by a staff of the AA, unless otherwise approved by CPF B.
- 6.3 Claims that are submitted after 12 months from the date of MCAF authorisation (for a single date or the end date of a limited period) are invalid due to the expiry of the authorisation. The AA must obtain a new authorisation from the CPF member via the MCAF before the claim can be submitted.
- 6.4 The AA must retain the original or electronic MCAF for a period of seven years from the date it was signed (for one-time authorisation), and a further period of seven years after its expiry (for limited-period or standing authorisations), and submit the original or electronic MCAF to CPF B upon CPF B's request.

7 Administrative or Transaction Fees charged by AA

- 7.1 The AA must not impose administrative or transaction fees for the purposes of submission of MediSave claims on behalf of a CPF member.
- 7.2 For administrative fees imposed that are not related to the AA's submission of MediSave claims, the AA must ensure that the fee is printed clearly in the medical bill and the patient is agreeable to the charge. Such administrative fees are not claimable by MediSave and the patient is required to pay in cash.

8 Medical Bill or Tax Invoice issued to Patients

- 8.1 The AA must issue clear and itemised bills indicating the breakdown of charges payable, as required by CPF and/or MOH.
- 8.2 The AA must ensure the information in the itemised bill agrees with the information submitted in the MediSave claim. This includes the patient/member's personal information, date of visit/discharge and total bill amount.
- 8.3 The AA must inform CPF members by notice printed on the AA's bill that any amount received by CPF members or their dependants for the purpose of paying or as reimbursement of the treatment charges from their employer, insurer or any person contractually obliged to pay for or reimburse such charges should be returned to CPF for crediting into the CPF members' MediSave Account. Please refer to the MediSave Manual section on "*Contents of Institution's Bill*" for the reimbursement clause to be printed on the medical bill.

9 Audit of MediSave claims submitted by AA and Audit of AA's access to MediSave Balance Enquiry (MBE) System

- 9.1 The AA must produce supporting documents for the purpose of audit or review by CPF or its appointed auditors.
- 9.2 If directed by CPF, the AA must engage an independent auditor at the AA's own cost for audit purposes in relation to the administration of the MediSave and MediShield Life schemes. Any audit reports or follow-ups have to be submitted to CPF within the timeline set.
- 9.3 The AA must co-operate with CPF and/or its appointed auditor(s) on audits relating to accesses to CPF members' confidential information by the AA and its authorised representatives, and allow CPF and/or its appointed agent(s) to inspect all such documents pertaining to such accesses by the AA and its authorised representatives. The AA shall comply promptly with all directions and requirements from CPF pertaining to such audits.
- 9.4 The AA's sub-administrator for the MBE System is required to download the following reports from MediClaim system every month, and must retain them for two years for audit purposes:
 - 9.4.1 MediSave Web Service Monthly Transaction Listing
 - 9.4.2 List of Users who have Access to MediSave Web Services Enquiry
 - 9.4.3 MediSave Web Service Transactions Performed by Sub-Administrator

Please refer to the MediSave Manual for samples of the above reports.

10 Financial Penalty Payable by AA

- 10.1 If AA does not submit any representation or appeal against the financial penalty imposed by CPF pursuant to the CPF (Financial Penalties) Regulations, CPF reserves the right to demand payment from the AA or deduct the penalty amount from AA's bank account. This includes

any interest payable on the late payment of financial penalty. The AA shall ensure there are sufficient balances in the AA's bank account for deduction of the financial penalty.

11 Repayment of moneys withdrawn from MediSave Account

11.1 CPF B reserves the right to take such actions as may be appropriate, including but not limited to any or all the following:

11.1.1 Require the AA to provide CPF B with information in respect of any MediSave claims for which MediSave moneys have been erroneously withdrawn from members' MediSave Accounts, or have been erroneously paid out to the AA;

11.1.2 Require the AA to amend or cancel any erroneous or unauthorised MediSave claims submitted, and repay the sum paid in excess of the amount in the amended MediSave claim in the manner determined by CPF B and/or its appointed agents and representatives. This includes any interest the member would have earned in his/her MediSave Account if the withdrawal had not been made for the erroneous claim, and any administrative or other charges that might be incurred in the rectification of the erroneous/unauthorised claim;

11.1.3 If the bank account holder is not the AA itself but is the individual sole proprietor, and/or one of the partners of the AA, the bank account holder shall also be responsible to repay the sum paid in excess of the amount in the amended claim in the manner determined by CPF B and/or its appointed agents and representatives. This includes any administrative charges that might be incurred in the rectification of the MediSave claim in question;

11.1.4 Should the AA not comply with CPF B's requirements, CPF B may cancel the claim, directly debit the claim amount and any administrative fee imposed from the cancellation of each claim from the given bank account;

11.1.5 AA to indemnify CPF B against any liability incurred by CPF B in connection with the AA's non-compliance with the applicable laws, the relevant regulations, these Terms and Conditions and other guidelines/requirements for the purposes of the MediSave Scheme;

11.1.6 Impose a financial penalty on the AA in accordance with section 67C of the CPF Act and the regulations made under section 77(1)(rb) of the CPF Act;

11.1.7 Engage an independent party to investigate further into and report on any non-compliances detected, with the costs of such investigations being borne by the AA;

11.1.8 Suspend or terminate the AA's submission of any withdrawal application under the MediSave Scheme with immediate effect, without prejudice to any other rights at law or in equity;

11.1.9 Suspend or cancel the approval of the AA with the concurrence of the Minister charged with the responsibility of health; and/or

- 11.1.10 Refer any information, documents and records to the appropriate authorities for investigation into possible criminal or professional misconduct.

12 Inclusion of New Clinics under the Terms and Conditions

- 12.1 The AA may, from time to time, include more new clinics operating under the same licensee. These new clinics must be approved by MOH and CPF, **and the AA (and the relevant personnel of the new clinics, where applicable) shall sign all documentation as may be required by MOH and/or CPF** for the inclusion and approval of these new clinics. The AA will be liable to ensure it and its employees at the new clinics comply with the Terms and Conditions with effect from the date of MOH's approval.

13 Applicability of the Terms and Conditions to all AAs

- 13.1 These Terms and Conditions shall apply to all AAs including but not limited to any healthcare service provider which has already been approved to submit MediSave withdrawal applications for CPF members, prior to the introduction of this set of Terms and Conditions. AAs are also required to comply with any future updates made to this set of Terms and Conditions.

14 Dispute Resolution

- 14.1 The AA irrevocably agrees that the courts of Singapore shall have exclusive jurisdiction to settle any dispute, claim, question or disagreement arising out of relating to the Terms and Conditions. Each Party irrevocably submits to jurisdiction of such courts.

15 Review of Terms and Conditions

- 15.1 CPF may at any time review the Terms and Conditions for the purpose of making such modifications, alterations, additions and/or other amendments as CPF considers necessary or appropriate for the proper and effective administration of MediSave claims.
- 15.2 CPF will provide the AA at least one (1) month's notice of any such modifications, alterations, additions or other amendments to the Terms and Conditions.
- 15.3 In the event and to the extent only of any conflict between any provisions of the Terms and Conditions and any other document, the conflict shall be resolved in accordance with the following order of precedence:
- (i) Terms and Conditions of Approval under the MediSave Scheme and the MediShield Life Scheme imposed by the MOH;
 - (ii) These Terms and Conditions;
 - (iii) Any Deed of Indemnity executed by the AA;
 - (iv) Any circulars and guidelines issued by MOH; and
 - (v) The MediSave Manual,

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including all schedules and annexes to such documents as relevant, provided always that the above documents shall be subject at all times to the CPF Act, any subsidiary legislation made thereunder and all applicable laws.

- 15.4 In the event of any conflict or inconsistency between any two or more provisions in a single document, such conflict or inconsistency shall be resolved in favour of CPFB and the provision which is more favourable to CPFB shall prevail. CPFB shall in its absolute and sole discretion determine which provision is more favourable to it.

Part 2 – Terms and Conditions for submission of Claims by Approved Medical Institutions under the MediShield Life Scheme

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Part 2 – Terms and Conditions for submission of Claims by Approved Medical Institutions under the MediShield Life Scheme

16 **General**

16.1 The Terms and Conditions in this Part (**“Terms and Conditions”**) are applicable to all approved medical institutions (each an **“AMI”** and collectively, **“AMIs”**) as defined in section 2(1) of the **MediShield Life Scheme Act 2015 (“MSHLA”)** and all claims submitted by such approved medical institutions under the MediShield Life Scheme for benefits payable in respect of any person who is insured under the MediShield Life Scheme (**“insured person”**), in accordance with the MSHLA and the subsidiary legislation made thereunder, and any amendment, modifications or re-enactment thereto. For avoidance of doubt, these Terms and Conditions are imposed as terms and conditions required by CPF Board for the purposes of regulation 12(3) of the MediShield Life Scheme Regulations 2015.

16.2 All AMIs may submit claims to the MediShield Life Fund (each an **“MSHL claim”** and collectively, **“MSHL claims”**), provided that:

- (i) the AMI submitting the MSHL claim has been authorised by the insured person to submit the MSHL claim on behalf of the insured person;
- (ii) the individual submitting the MSHL claim is an AMI staff duly authorised by the AMI to submit the MSHL claim;
- (iii) each MSHL claim submitted by the AMI is in accordance with the Terms and Conditions in this Part, all applicable laws and regulations, all circulars in relation to the MediShield Life Scheme or to AMIs which may be issued by Singapore’s Ministry of Health (**“MOH”**) and/or the Central Provident Fund Board (**“CPF Board”**), MOH’s Terms and Conditions of Approval under the MediShield Life Scheme, and all other guidelines and requirements that may be issued or imposed in relation to the MediShield Life Scheme; and
- (iv) the AMI submitting the MSHL claim has performed and observed all the covenants and conditions imposed or to be imposed by CPF Board on the AMI from time to time for purposes of the MediShield Life Scheme.

17 **Updating of AMI’s Information**

17.1 The AMI must notify CPF Board promptly within a month of the occurrence of any of the following:-

- (i) any change in its name, address, bank account details, change in entity;
- (ii) any cessation of the AMI’s operations;
- (iii) where the AMI is a company, if a receiver, liquidator or provisional liquidator is appointed over any undertaking or property of the AMI or an order is made or a resolution is passed for winding-up or dissolution without winding-up (other than for the purpose of amalgamation or reconstruction) of the AMI;
- (iv) where the AMI is a partnership, if the AMI is dissolved or has a bankruptcy order made against it;
- (v) where the AMI is a sole proprietor, if the sole proprietor becomes bankrupt or dies;
- (vi) legal proceedings alleging insolvency are brought against the AMI; and/or
- (vii) the AMI enters into any composition or arrangements with creditors.

and must submit relevant documents as supporting evidence of such change.

18 Safeguarding of all Information in respect of the MSHL Claim and Indemnification of CPFB

18.1 Obtaining insured persons' consent to access their confidential information

All information in relation to the MSHL claims is strictly confidential. The AMI must obtain the insured person's express written consent via the Medical Claim Authorisation Form (MCAF) before accessing the insured person's data and all other information from any system link-up with CPFB and any other system which the AMI may have access to for purposes of financial means assessment and counselling ("**financial counselling**") and/or MSHL claims submission.

18.2 Safeguarding of confidential information

18.2.1 The AMI must treat all information and/or data disclosed or provided to or obtained or acquired by the AMI from CPFB or the insured person ("**Confidential Information**") for the purpose of financial counselling and/or MSHL claim submission (the "**Purpose**") as strictly confidential and safeguard it accordingly.

18.2.2 The AMI must not disclose any Confidential Information and the source of the Confidential Information to any other person without the prior written consent of CPFB and the insured person, except where disclosure is otherwise expressly permitted under these Terms and Conditions, or applicable laws.

18.2.3 The AMI must take all necessary measures and precautions to ensure that the Confidential Information is only given to, or accessed by, authorised representatives of the AMI in connection with and only to the extent necessary for financial counselling and/or MSHL claim submission.

18.2.4 The AMI must ensure that Confidential Information is not disclosed or published (without CPFB's written approval) or used by the AMI or any of its authorised representatives other than for financial counselling and/or MSHL claim submission, unless otherwise expressly permitted under these Terms and Conditions, or applicable laws.

18.2.5 The AMI must ensure that its authorised representatives who use or retain or otherwise have access to the Confidential Information are aware of and comply with the confidentiality or non-disclosure obligations in the Terms and Conditions and any other requirements as CPFB may inform the AMI from time to time.

18.2.6 The AMI must protect the security and confidentiality of the Confidential Information whether in the AMI's premises or in the course of transmission of the Confidential Information from its premises to CPFB and ensure that its authorised representatives observe the same obligations contained within the Terms and Conditions with regards to the Confidential Information in their possession.

18.2.7 The AMI, including its authorised representatives, must not publish or release, nor must it allow or suffer the publication or release of, any news item, article, publication, advertisement, prepared speech or any other information or material acquired in relation to

the Purpose, or pertaining to any part or whole of the Terms and Conditions and the Purpose in any media to any third party without the prior written consent for the release or publication of such Confidential Information as granted by CPF B.

18.3 Indemnification of CPF B

18.3.1 The AMI must bear the risk of any loss, damage to or theft of the Confidential Information upon receipt of the Confidential Information.

18.3.2 The AMI must indemnify CPF B against any losses, damages, costs and expenses which CPF B may sustain or incur as a result of any breach or neglect of this Terms and Conditions by the AMI or its authorised representative.

18.3.3 The AMI must not hold CPF B responsible or liable in any way for any losses, damages, costs and expenses whatsoever which CPF B may incur or suffer arising from the AMI's reliance and/or usage of the Confidential Information so disclosed or provided by CPF B and/or obtained or acquired by the AMI.

18.3.4 The AMI must comply with the Personal Data Protection Act 2012 and all applicable data protection or privacy laws.

18.3.5 The AMI must ensure that the Confidential Information is not stored, processed, accessed from and/or transferred to a country or territory outside Singapore, whether by the AMI or its authorised representatives, without CPF B's prior written approval.

18.4 Scenarios in which the Terms and Conditions do not apply to any confidential information received by AMI

18.4.1 Subject to applicable laws, the confidentiality obligations in these Terms and Conditions will not apply where Confidential Information: -

- i. is or becomes public knowledge (otherwise than by breach of these Terms and Conditions);
- ii. was in the possession of the receiving party without restriction as to its disclosure, before receiving it from the disclosing party;
- iii. is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
- iv. is independently developed without access to the Confidential Information; or
- v. must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the party making the disclosure, including any requirements for disclosure.

18.4.2 The provisions under these Terms and Conditions are without prejudice to the application of the Official Secrets Act 1935 to any Confidential Information.

18.5 Destruction /Purging of Confidential Information by AMI

18.5.1 Unless otherwise permitted under these Terms and Conditions, when the AMI is no longer carrying out its Purpose or when the Confidential Information is no longer required for the Purpose, or upon request by CPF B (whichever is earlier), the AMI:

- (i) must not maintain, keep any copies of or otherwise store any Confidential Information of CPF B within any computer system maintained or controlled by the AMI whether within or outside Singapore;
- (ii) must, at its own cost, within one month, securely destroy (such that they are no longer retrievable), all Confidential Information of CPF B and all copies of it in its possession, or in the possession of its authorised representatives; and
- (iii) must not use, incorporate and/or otherwise exploit any Confidential Information of CPF B in any manner whatsoever;
- (iv) agrees that the Terms and Conditions shall continue to have full force and effect, and remain binding on the AMI.

18.6 Failure to comply with confidentiality provisions

18.6.1 If the AMI fails to comply with the confidentiality provisions stated in the Terms and Conditions, CPF B reserves the right to revoke its consent to disclose the Confidential Information to the AMI. CPF B also reserves the right to terminate the AMI's access to the insured person's Confidential Information.

19 Submission of MediShield Life claims by AMI

19.1 The AMI must furnish all information and documents required by CPF B and MOH in respect of any MSHL claim submission which the AMI is making or has made. The AMI shall ensure that it makes only proper and accurate MSHL claims, and will at all times hereafter keep CPF B indemnified against all damages, payments, costs, expenses, losses and other liabilities whatsoever which CPF B may pay, incur, sustain or suffer as a result of the AMI making any unlawful or unauthorised claim from the MediShield Life Fund. The AMI shall also be fully liable for any breach of the provisions of the MediShield Life Act and its subsidiary legislation, or these Terms and Conditions, by the AMI, its employee(s), agent(s) and sub-contractor(s).

19.2 The AMI must only make claims under the MediShield Life scheme in relation to the provision of medical, psychiatric or other approved medical treatment as defined in the MSHLA and subsidiary legislation. The AMI must comply with all applicable laws and regulations, prevailing guidelines and requirements issued or imposed by CPF B and/or MOH (including but not limited to the guidelines and requirements in the circulars), the Terms and Conditions of Approval under the MediShield Life Scheme issued by MOH, and any conditions issued or imposed by the Minister for Health in specific cases.

19.3 For avoidance of doubt, the AMI shall not do the following acts, including but not limited to:

19.3.1 make claims for fictitious patient visits or treatments;

19.3.2 make multiple MSHL claims for a single patient visit/split MSHL claims;

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- 19.3.3 provide and make claims for inappropriate treatment;
- 19.3.4 make claims using an inappropriate Table of Surgical Procedures (“**TOSP**”) code(s) by way of:
 - 19.3.4.1.1 using proxy TOSP code(s) that do not accurately describe the procedure performed;
 - 19.3.4.1.2 submitting more than one TOSP code where a single TOSP code adequately describes the episode of surgery/procedure carried out; and/or
 - 19.3.4.1.3 performing each component procedure in a separate episode of surgery or procedure, for procedures that could otherwise be performed under a single TOSP code and/or episode of surgery/procedure;
- 19.3.5 provide any incorrect information in relation to the MSHL claims made (e.g. treatment for an acute condition indicated as treatment for a chronic condition, or diagnosis);
- 19.3.6 make claims for or on behalf of medical institutions unapproved for the purposes of MediShield Life (“**non-AMIs**”), for patients who receive or had received medical treatment and services at the non-AMIs, unless otherwise permitted or approved by MOH in writing;
- 19.3.7 make claims for a patient without a set of corroborating documents such as clinical case notes, operation reports, radiographs, histology reports, laboratory results, Letters of Certification and other relevant documents, in support of each aspect of the patient visit;
- 19.3.8 make claims for or include in claims treatments and items which are not approved under the MediShield Life Act, MSHLA and subsidiary legislation; and
- 19.3.9 make claims for or include in claims treatments and items by any person who is not an approved medical practitioner for the purposes of the MediShield Life Scheme and the applicable laws, or a registered doctor or dentist with the Singapore Medical Council or Singapore Dental Council respectively, unless otherwise permitted by MOH in writing.
- 19.3.10 In the event of non-compliance or any reason which MOH and/or CPF B deems fit, the AMI must:
 - 19.3.10.1 amend or re-submit any MSHL claim made which is affected by any non-compliance, irregularity, or suspected fraud or criminal conduct (as the case may be) (“**Affected Claim**”), and repay to the MediShield Life Fund the sum of money in excess of the amount claimed in the amended or re-submitted MSHL claim plus any administrative fees that may have been incurred by MOH and/or CPF B and applicable interest pursuant to the CPF Act, in the manner determined by MOH and/or its appointed agents and representatives;
 - 19.3.10.2 where the AMI has received an overpayment under MediShield Life (as informed by MOH and/or CPF B), to require the AMI to amend or re-submit the claim and to return the excess amount in accordance with MOH’s and/or CPF B’s written instructions; and
 - 19.3.10.3 cancel any MSHL claim made, and repay all monies previously paid to the AMI under the cancelled MSHL claim plus any administrative fees that may have been incurred by MOH and/or CPF B and applicable interest (if any) , in the manner determined by MOH and/or its appointed agents and representatives.
- 19.4 The AMI must ensure that the total MSHL claim amount does not exceed the amount in the total bill issued by the AMI to the insured person, before submitting any MSHL claim. In the event of error in any MSHL claim, the AMI shall ensure that all moneys improperly paid under such a MSHL claim are promptly refunded to the MediShield Life Fund, the rightful recipient or to such other parties as directed by CPF B.

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- 19.5 The AMI must pay to CPF B any sum demanded by CPF B pursuant to the MSHLA and subsidiary legislation, applicable laws, these Terms and Conditions and/or otherwise for the purposes of the MediShield Life Scheme, upon receipt of CPF B's first demand in writing requesting payment of the same.
- 19.6 The AMI authorises CPF B to deduct and set off, from any sum payable by CPF B to the AMI, the full amount (or part thereof) of any sum demanded by CPF B pursuant to the MSHLA and subsidiary legislation, applicable laws, these Terms and Conditions and/or otherwise for the purposes of the MediShield Life Scheme.
- 19.7 The AMI must furnish CPF B with all such information and documents as CPF B may require for the submission, processing and administration of all MSHL claims from the AMI, all other matters set out in these Terms and Conditions, and/or otherwise for the purposes of the MediShield Life Scheme.
- 19.8 The AMI must allow CPF B's staff or CPF B's appointed agent(s) and/or sub-contractor(s) to inspect and obtain copies of all documents and information pertaining to MSHL claims and payouts made from the MediShield Life Fund to the AMI, including but not limited to bills and receipts of all payments received from patients.
- 19.9 The AMI must pay all costs and expenses incurred or to be incurred by CPF B and all fees imposed by CPF B from time to time for making the MSHL claims from the MediShield Life Fund and for any work related thereto as assessed by CPF B.
- 19.10 All payments to be made by the AMI to the MediShield Life Fund and/or third parties, in respect of any MSHL claim, shall be in accordance with directions from CPF B and in such mode as required by CPF B.

20 Timeliness of claim submission

- 20.1 The AMI must only submit claims after a treatment has been provided to the insured person. Any cash deposit paid by the insured person to the AMI must be refunded by the AMI to the insured person within two weeks from the date of approval of the MSHL claim. The AMI shall keep a copy of the evidence of the refund to the insured person for audit purposes and shall provide such evidence to CPF B if CPF B so requests.
- 20.2 The AMI must submit all applications for all MSHL claims promptly, within two weeks of the insured person's visit or the date of discharge of the insured person. Late MSHL claims may be rejected by the CPF B, subject to any exceptions made at CPF B's sole discretion. The AMI must comply with the guidelines, requirements and circulars issued by MOH and/or CPF B relating to the submission of late MSHL claims. The AMI must cancel all MSHL claims if they are found not to be in compliance with these guidelines.

21 Medical Claims Authorisation Form (MCAF)

- 21.1 The AMI must ensure that proper authorisation by the insured persons for the purposes of making a MSHL claim or checking their insurance coverage, has been obtained via the Medical Claims Authorisation Form (MCAF). The MCAF must be properly completed and signed by the

patient and/or payer, and the authorisation period clearly indicated, before the AMI submits a MSHL claim.

- 21.2 If the MCAF authorisation is signed at the AMI by the patient and/or payer, it should be witnessed in person by a staff of the AMI, unless otherwise permitted in writing by CPF B.
- 21.3 MSHL claims that are submitted after 12 months from the date of MCAF authorisation are invalid due to the expiry of the authorisation. The AMI must obtain a new authorisation from the insured person via the MCAF before the MSHL claim can be submitted.
- 21.4 The AMI must retain the original or electronic MCAF for a period of seven years from the date it was signed (for one-time authorisation), and a further period of seven years after its expiry (for limited-period or standing authorisations), and submit the original or electronic MCAF to CPF B upon CPF B's request.

22 Administrative or Transaction Fees charged by AMI

- 22.1 The AMI must not impose administrative or transaction fees for the purposes of submission of MSHL claims on behalf of an insured person.
- 22.2 For administrative fees imposed that are not related to the AMI's submission of MSHL claims, the AMI must ensure that the fee is printed clearly in the medical bill and the patient is agreeable to the charge. Such administrative fees are not claimable by MSHL and the patient is required to pay in cash.

23 Medical Bill or Tax Invoice issued to Patients

- 23.1 The AMI must issue clear and itemised bills indicating the breakdown of charges payable, as required by CPF B and/or MOH.
- 23.2 The AMI must ensure the information in the itemised bill agrees with the information submitted in the MSHL claim. This includes the patient/member's personal information, date of visit/discharge and total bill amount.
- 23.3 The AMI must inform insured persons by notice printed on the AMI's bill that any amount received by insured persons for the purpose of paying or as reimbursement of the treatment charges from their employer, insurer or any person contractually obliged to pay for or reimburse such charges should be returned to CPF B for repayment / refund to the MediShield Life Fund. Please refer to the MediSave Manual section on "*Contents of Institution's Bill*" for the reimbursement clause to be printed on the medical bill.

24 Audit of MediShield Life claims submitted by AMI and Audit of AMI's access to MediSave Balance Enquiry (MBE) System

- 24.1 The AMI must produce supporting documents for the purpose of audit or review by CPF B or its appointed auditors.

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- 24.2 If directed by CPF B to do so, the AMI must engage an independent auditor at the AMI's own cost for audit purposes in relation to the administration of the MSHL schemes. Any audit reports or follow-ups have to be submitted to CPF B within the timelines required by CPF B.
- 24.3 The AMI must co-operate with CPF B and/or its appointed auditor(s) on audits relating to accesses to insured persons' confidential information by the AMI and its authorised representatives and allow CPF B and/or its appointed agent(s) to inspect all such documents pertaining to such accesses by the AMI and its authorised representatives. The AMI shall comply promptly with all directions and requirements from CPF B pertaining to such audits.
- 24.4 The AMI's sub-administrator for the MBE System is required to download the following reports from MediClaim system every month, and must retain them for two years for audit purposes:
- 24.4.1 MediSave Web Service Monthly Transaction Listing
 - 24.4.2 List of Users who have Access to MediSave Web Services Enquiry
 - 24.4.3 MediSave Web Service Transactions Performed by Sub-Administrator

Please refer to the MediSave Manual for samples of the above reports.

25 Repayment of moneys claimed from MSHL Fund

- 25.1 CPF B reserves the right to take such actions as may be appropriate, including but not limited to any or all the following:
- 25.1.1 Require the AMI to provide CPF B with information in respect of any MSHL claims for which moneys have been erroneously claimed from the MSHL Fund and have been erroneously paid out to the AMI;
 - 25.1.2 Require the AMI to amend or cancel any MSHL claim submitted, and repay the sum paid in excess of the amount in the amended claim in the manner determined by CPF B and/or its appointed agents and representatives. This includes any administrative or other charges that might be incurred in the rectification of the erroneous/unauthorised claim;
 - 25.1.3 If the bank account holder is not the AMI itself but is the individual sole proprietor, and/or one of the partners of the AMI, the bank account holder shall also be responsible to repay the sum paid in excess of the amount in the amended claim in the manner determined by CPF B and/or its appointed agents and representatives. This includes but is not limited to any administrative or other charges that might be incurred in the rectification of the MSHL claim in question;
 - 25.1.4 Should the AMI not comply with CPF B's requirements, CPF B may cancel the claim, directly debit the claim amount and any administrative fee imposed from the cancellation of each claim from AMI's bank account;

- 25.1.5 AMI to indemnify CPF B against any liability incurred by CPF B in connection with the AMI's non-compliance with the applicable laws, the relevant regulations, these Terms and Conditions and other guidelines/requirements for the purposes of the MediShield Life Scheme;
- 25.1.6 Engage an independent party to investigate further into and report on any non-compliances detected, with the costs of such investigations being borne by the AMI;
- 25.1.7 Suspend the AMI's submission of any claim application under the MSHL scheme with immediate effect, without prejudice to any other rights at law or in equity;
- 25.1.8 Cancel the approval of the AMI with the concurrence of the Minister charged with the responsibility of health; and/or
- 25.1.9 Refer any information, documents and records to the appropriate authorities for investigation into possible criminal or professional misconduct.

26 Indemnification

- 26.1 The AMI must indemnify CPF B against any liabilities, losses, damages, costs and expenses which CPF B may sustain or incur as a result of any breach, non-compliance or neglect of the Terms and Conditions by the AMI, new clinics of the AMI, or the AMI's authorised representatives.

27 Inclusion of New Clinics under the Terms and Conditions

- 27.1 The AMI may, from time to time, include more new clinics operating under the same licensee. These new clinics must be approved by MOH and CPF B and the AMI will be liable to ensure it and its employees at the new clinics comply with these Terms and Conditions with effect from the date of MOH's approval.

28 Dispute Resolution

- 28.1 The AMI irrevocably agrees that the courts of Singapore shall have exclusive jurisdiction to settle any dispute, claim, question or disagreement arising out of relating to the Terms and Conditions. Each Party irrevocably submits to jurisdiction of such courts.

29 Review of Terms and Conditions

- 29.1 CPF B may at any time review these Terms and Conditions and make such modifications, variations, replacements, additions and/or other amendments as CPF B considers necessary or appropriate for the proper and effective administration of MSHL claims.
- 29.2 CPF B will provide the AMI at least one (1) month's notice of any such modifications, alterations, additions or other amendments to these Terms and Conditions.

29.3 In the event and to the extent only of any conflict between any provisions of the Terms and Conditions and any other document, the conflict shall be resolved in accordance with the following order of precedence:

- (i) Terms and Conditions of Approval under the MediSave Scheme and the MediShield Life Scheme imposed by the MOH;
- (ii) These Terms and Conditions;
- (iii) Any Deed of Indemnity executed by the AMI; and
- (iv) any circulars and guidelines issued by MOH,

including all schedules and annexes to such documents as relevant, provided always that the above documents shall be subject at all times to the MediShield Life Act, any subsidiary legislation made thereunder and all applicable laws.