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Fees and Terms

This page sets out the words and rules behind the rest of this brochure. It is written to be read, not to sound impressive, but it does record what you and I have each agreed to. If anything here is unclear, ask my rooms before your operation and they will explain it.

1. Words used in this document
"Anaesthesia" means the medicines and techniques used to keep you comfortable and safe during your procedure, whether that is a general anaesthetic, a spinal or regional block, sedation, or a combination of these.

"Anaesthetist" means me, Dr Herman Lim.

"Procedure" means the operation or investigation you are booked for.

"The booking" means the procedure, the planned approach and the expected duration, as your surgeon and the hospital described them to me when your estimate was prepared.

"Estimate" means the indication of my fee given to you before your procedure, in writing or by my rooms, based on the booking.

"Fixed fee" means a total fee agreed with you in advance for the booked procedure, so that the fee does not change if the operation runs longer than expected within the scope we agreed.

"AMA rate" means the fee for a service calculated using the Australian Medical Association's Relative Value Guide and fee list. It is a recommended fee, not a regulated or government-set price, and the AMA revises it each year.

"Rebate" means the amount Medicare and your private health insurer pay towards my fee. "Out of pocket" means what is left for you to pay after rebates.

"Known-gap" and "no-gap" mean arrangements offered through private health funds in which a doctor accepts a set fee, so that you pay either nothing for that service (no-gap) or a known amount (known-gap). I do not take part in either.

"Informed financial consent" means being told, before you agree, what a service is likely to cost and what you are likely to get back.

"Rooms" means my practice staff. "Business day" means a weekday that is not a public holiday in Victoria.

"You" means the patient and, where the patient is a child or cannot manage their own affairs, the parent, guardian or person responsible for the account.

2. What an estimate covers
An estimate covers my professional anaesthetic fee for the procedure described in the booking. It does not cover your surgeon's fee, the hospital or day surgery fee, pathology, imaging, or any other doctor's fee, all of which are billed separately by the people who provide them.

It also does not cover a second anaesthetist where one is required, as can happen in major cardiac surgery where two anaesthetists are present for part of the operation. If that applies to your case, you will be told before the procedure.

My fees are GST-free, as medical services are. All amounts are in Australian dollars.

3. If the procedure differs from the booking
Fees depend on the operation actually performed, so if the operation differs from what was booked, the fee may change. This most often happens where:
- a different or additional procedure is performed, including one done through the same incision;
- the operation runs substantially longer than booked;
- a planned keyhole operation is converted to an open one, or a procedure on one side becomes a procedure on both;
- you are sicker than the booking suggested, so more monitoring or intensive care is needed;
- surgery that was planned becomes emergency surgery.

Where the operation is larger or longer than booked, I may charge up to the AMA rate for what was actually done. Where it turns out to be smaller or shorter, the fee is reduced accordingly. If you have agreed a fixed fee that covers the operation, the fee does not increase because it ran long.

A change in fee is not a penalty, and it is not a comment on your care. The fee follows the surgery that was actually needed, and the surgery is decided by what is right for you. If the account differs from your estimate, my rooms will explain the difference in writing, item by item, before payment is due, and you can ask for that explanation in advance.

4. If the procedure is cancelled or postponed
If you cancel more than two business days before the procedure, nothing is payable to me.

If you cancel within two business days, or do not attend, a fee may be charged for the time that was reserved. This shall be no more than 25% of the estimated fee.

If the procedure is cancelled or postponed by the hospital, by your surgeon or by me, or for a clinical reason, nothing is payable to me.

If the procedure is cancelled after I have seen you and begun preparing your anaesthetic, a fee may be charged for the work done. This shall be no more than 50% of the estimated fee.

Any fee charged under this section will not exceed the fee for the anaesthetic that was to be provided, and my rooms will explain it in writing.

5. What Medicare and your fund pay
Rebates depend on the item numbers I bill, the cover you hold and your fund's rules. They are set by Medicare and by your insurer, not by me, so I cannot guarantee an amount and cannot tell you what your fund will pay. My rooms can tell you the item numbers I intend to bill and the AMA fee for each, so that you can ask your fund what it will pay before you proceed. The Medicare Safety Net can also change what you pay across a calendar year, and Services Australia can tell you where you stand.

6. Who pays
My fee is payable by you, as the person receiving or arranging the service, and remains payable even if no rebate is available. If you are the parent or guardian of a patient under eighteen, the account is yours.

7. If payment is not made
Payment is due one week before the procedure, as set out in the main brochure. If it has not been received by the due date, the following apply.

(a) I may decline to provide the anaesthetic, other than emergency care the law requires me to provide, and section 4 applies as though the procedure had been cancelled by you.

(b) Any discount, concession or reduced fee I have offered is conditional on payment by the due date. If payment is late, the discount is withdrawn and the fee reverts to the AMA rate for the service, or to the fee for the procedure as booked if it has not yet taken place.

(c) Interest may be charged on the overdue amount at the penalty interest rate fixed under the Penalty Interest Rates Act 1983 (Vic) for the time being, calculated daily from the due date until the amount is paid.

(d) If the account is referred to a collection agency or to lawyers, you are responsible for the reasonable costs of recovery, including the agency's fees and commission, legal costs, court filing fees and the cost of locating you. Those costs are payable in addition to my fee, and they are not covered by Medicare or by your insurer.

(e) An overdue account may be disclosed to a credit reporting body where the law permits it.

(f) A discount is not available in place of payment of the fee, and no discount applies to an amount that is already overdue.

(g) None of this affects my obligation to provide emergency care, or any right you have under the Australian Consumer Law.

(h) If paying on time will be difficult, tell my rooms before the due date. It is much easier to sort out beforehand than afterwards.

8. Clinical consent is separate from this document
This document is about money. It is not consent to an anaesthetic, and it does not describe the risks of yours. I will see you before the operation, explain the plan, the reasonable alternatives and the risks that matter for you, and ask for your written consent. You may decline any part of the plan, ask for more time, or seek a second opinion.

9. Your record and your privacy
I keep a record of your anaesthetic. It is health information and is handled under the Health Records Act 2001 (Vic) and, where it applies, the Privacy Act 1988 (Cth). Your record is shared with your surgeon, the hospital and, where relevant, the intensive care unit, because they need it to look after you. Otherwise it is released only with your consent or where the law requires it. You may ask for a copy, and my rooms will tell you how.

10. Nothing here limits your rights
Nothing in this document excludes, restricts or modifies any right you have under the Australian Consumer Law, under the Health Records Act 2001 (Vic) or any other law, including any right to complain or to make a notification about a health practitioner.

11. If you are concerned
Please tell me or my rooms first; most concerns are resolved quickly that way. If you remain dissatisfied, the Health Complaints Commissioner (Victoria) can consider complaints about health services (hcc.vic.gov.au), and the Australian Health Practitioner Regulation Agency can consider concerns about a doctor's conduct or performance (ahpra.gov.au). Raising a concern will not affect your care.