

# GENEA'S IN THIS TOGETHER PROGRAM TERMS AND CONDITIONS

## 1. ELIGIBILITY—PATIENTS

Genea's 'In This Together' Program (Program) has been designed to reduce financial uncertainty for Genea patients.

Genea reserves the right to cease or alter the Program by notice on its website but will continue to honour these Terms and Conditions for anyone who was a Genea patient prior to the date of publication of the notice (Eligible Patients). If the Program is later discontinued, you will be treated as an Eligible Patient provided that you had commenced your first ART treatment from Genea at any time prior to the date of the notice.

## 2. PARTICIPATING CLINICS

Program is available at Genea Sydney CBD, Liverpool, Orange, Canberra, Melbourne and Perth (Participating Clinics).

## 3. ELIGIBILITY—CYCLE

An IVF Cycle or Frozen Embryo Transfer is an Eligible Cycle if:

- a. you are an Eligible Patient under clause 1;

Note 1: The Eligible Patient must be the same individual throughout. In a donor/recipient cycle, this means the same donor and the same recipient.

Note 2: Where an egg donor is receiving an IVF Cycle (at a participating Clinic) with the intention of a resulting embryo being transferred to a recipient, the donor and the recipient are treated as a single patient for the purpose of applying these Terms and Conditions.

- b. You have, and have given to Genea, a valid referral for the IVF Cycle and you are eligible to receive Medicare rebates for medical expenses associated with the IVF Cycle;

Note 1: The Program is available to any Eligible Patient regardless of whether the patient is single or in a couple (and regardless of the gender of the patient's partner). However, the IVF Cycle or Frozen Embryo Transfer must be eligible for Medicare rebates. Patients who hold a reciprocal Medicare card are not eligible for Medicare rebates for ART. Services associated with surrogacy are not eligible for Medicare rebates.

- c. you have previously received at least 3 IVF Cycles at a Participating Clinic, none of which (inclusive of any Frozen Embryo Transfers you have previously received using embryos frozen and stored as a result of one of those IVF Cycles) resulted in a live birth;

Note 1: The 3 IVF Cycles do not need to be in consecutive months, but they cannot be “interrupted” by a live birth. For example, if you have a baby on your 2nd IVF Cycle with Genea and later have a 3rd IVF Cycle with the aim of a second child, your 3rd IVF Cycle would count towards the total for this clause, but your 1st and 2nd IVF Cycle would not.

Note 2: IVF Cycles which are commenced and then cancelled for medical reasons or reasons within the control of the patient are not counted towards the total but do not “restart the clock”. For example, if you receive 2 IVF Cycles, then have a cancelled IVF Cycle, then have a 3rd IVF Cycle, this eligibility criteria will be satisfied.

Note 3: ART services other than IVF Cycles (eg. intra-uterine insemination) and Frozen Embryo Transfer-only cycles do not count towards the total for applying this eligibility criteria.

- d. you paid Genea’s usual advertised fees for the IVF Cycles which were counted towards your total for the purpose of applying paragraph (c);
- e. you are undertaking the Eligible Cycle with the same partner or donor with whom you previously undertook the IVF Cycles which were counted towards your total for the purpose of applying paragraph (c);
- f. you do not have any clinically usable embryos stored with Genea at the time of commencing the Eligible Cycle;
- g. the timing requirement in clause 4 is satisfied; and
- h. you are not in arrears of fees to Genea at the time of commencing the Eligible Cycle.

#### **Each Eligible Patient is entitled to:**

- a. if a live birth is achieved in the first Eligible Cycle, one Eligible Cycle; and
- b. otherwise, 2 Eligible Cycles.

If, as a result of your first Eligible Cycle, clinically usable embryos are frozen and stored, you must exhaust the usable embryos (through receiving one or more Frozen Embryo Transfers with Genea) before proceeding (if you choose to do so) with the 2nd Eligible Cycle. If one of the Frozen Embryo Transfers results in a live birth, you will not be entitled to a 2nd Eligible Cycle.

#### **4. TIMING OF COMMENCEMENT OF ELIGIBLE CYCLE**

If your Eligible Cycle is your first Eligible Cycle, your Eligible Cycle must be commenced no later than (as applicable):

- a. if your most recent cycle with Genea was an IVF Cycle, 5 months after the first day of that IVF Cycle; or
- b. if your most recent cycle with Genea was a Frozen Embryo Transfer, 5 months after the first day of that Frozen Embryo Transfer.

If your Eligible Cycle is your **second** Eligible Cycle, your Eligible Cycle must be commenced no later than (as applicable):

- a. if your first Eligible Cycle with Genea did not result in any clinically usable embryos being frozen and stored, 5 months after the first day of your first Eligible Cycle.
- b. if your first Eligible Cycle with Genea resulted in clinically usable embryos being frozen and stored, 5 months after the first day of the Frozen Embryo Transfer during which the last of those embryos was used.

No rainchecks are available under this Program ie. if an Eligible Cycle is not utilised within the required time period, it ceases to be available. "Unused entitlements" will not be refunded or credited towards other amounts payable to Genea. The Program is not transferrable.

An Eligible Cycle which proceeds to egg pick-up but from which no clinically usable embryos are obtained (with the result that there is no transfer procedure) counts as a completed Eligible Cycle.

## 5. PRICING FOR ELIGIBLE CYCLES

When an Eligible Patient receives an Eligible Cycle at a Participating Clinic, Genea will charge an amount equal to the Medicare rebate for:

- a. if the Eligible Cycle is an IVF Cycle, the relevant IVF Cycle; and
- b. if the Eligible Patient previously received an IVF Cycle as an Eligible Cycle, and that IVF Cycle resulted in clinically usable embryos being frozen and stored, one or more Frozen Embryo Transfers using those embryos.

This represents a substantial discount on Genea's usual fees.

You will need to pay the fee up-front and then Genea will assist to claim your rebate back from Medicare.

## 6. WHAT IS (AND ISN'T) INCLUDED

The Program includes all services covered by:

- a. if your Eligible Cycle is an IVF Cycle, Medicare Benefits Schedule items [13200, 13201, 13209, 13212, 13215]

Note 1: This includes blood tests and ultrasounds to monitor the cycle, the egg pick-up procedure/ retrieval, sperm addition, laboratory processes and clinical management for embryo development, embryo freezing, embryo transfer to the patient's

uterus and the pregnancy test. The time period between egg pick up and embryo freezing, and transfer of the embryo, can be under one month or a longer duration.

Note 2: Intracytoplasmic sperm injection (ICSI) [Medicare Benefits Schedule item 13251], where clinically required, is also charged at the discounted rate in an Eligible Cycle.

- b. if your Eligible Cycle is a Frozen Embryo Transfer, Medicare Benefits Schedule items [13218, 13209, 13215].

Note 1: This includes monitoring the patient's cycle, thawing of one or more embryos, embryo transfer to the patient's uterus and the pregnancy test.

The Program does not cover any other goods or services and **there will be additional charges for these other items.** This includes (but is not limited to):

- a. day surgery fees charged for the egg pick-up and embryo transfer, whether in a Genea day surgery centre or a centre operated by a third party;
- b. pharmaceutical benefits scheme (PBS) co-payments and non-PBS pharmaceuticals;
- c. anaesthetist's fees;
- d. pre-implantation genetic testing (PGD) or pre-implantation genetic screening (PGS) (see paragraph 7 for further details);
- e. pregnancy monitoring after the initial test;
- f. your fertility specialist's consultation fees, other than services forming part of the IVF Cycle or Frozen Embryo Transfer; and
- g. ongoing storage of frozen embryos.

Some of these costs are known to/controlled by Genea and others are not. If you are commencing an Eligible Cycle, Genea will provide you with a fee estimate applicable to your particular circumstances. Further information about Genea's costs are available on Genea's website.

## 7. PGD AND PGS

You can receive PGD and/or PGS services in connection with an Eligible Cycle, however the actual testing or screening will be charged at Genea's usual rates and is not included in the Program. Consultations with Geneticists are also charged at Genea's standard rates.

## 8. IVF CYCLES AFTER THE SECOND ELIGIBLE CYCLE

If you have received 2 Eligible Cycles, you may (if you wish to) receive further IVF Cycles and/or Frozen Embryo Transfers from Genea. Any such subsequent cycles will be charged at Genea's standard rates.

## 9. CLINICAL DISCRETION

The Program is not a promise to provide ART services in all circumstances and Genea reserves the right to decline service on clinical grounds (eg. if a Genea Fertility Specialist forms a professional opinion that the risks of providing an IVF Cycle are too high).

Genea's policy is to discuss with patients the likelihood of achieving a live birth prior to commencing each IVF Cycle. Circumstances may arise where a Genea Fertility Specialist forms a professional opinion that IVF treatment is not clinically beneficial to a patient, and that continuing to provide IVF Cycles to the patient would be inconsistent with the guidelines issued by the Royal Australian and New Zealand College of Obstetricians and Gynaecologists. Should such circumstances arise, Genea may decline further treatment and would, if requested, transfer the patient's files to another ART clinic or Fertility Specialist.

These rights and requirements are not limited by the Program. Genea's duty of care and clinical discretion applies to Eligible Cycles to the same extent as other services provided by Genea.

## 10. DEFINITIONS

In these terms and conditions:

- a. **IVF Cycle** means an assisted reproductive technology treatment procedure that starts on day 1 of the patient's cycle and includes blood tests and ultrasounds to monitor the cycle, the egg pick-up procedure/retrieval, sperm addition, laboratory processes and clinical management for embryo development, embryo freezing, embryo transfer to the patient's uterus and the pregnancy test. The time period between egg pick up and embryo freezing, and transfer of the embryo, can be under one month or a longer duration.
- b. **Frozen Embryo Transfer** means an assisted reproductive technology treatment procedure occurring after a previous fresh treatment cycle when fresh eggs were collected, sperm was added, the eggs were fertilised, embryos were developed and the embryos were then frozen and stored. A Frozen Embryo Transfer cycle starts with the monitoring of the patient's cycle and comprises thawing of more or more embryos, embryo transfer to the patient's uterus and the pregnancy test.

## 11. APPLICATION OF THESE TERMS

These Terms and Conditions must be read together with (and do not limit) the other consents and acknowledgements provided by you to Genea including the main Genea Agreement which patients sign upon commencing treatment. If there is an inconsistency between a term of the Genea Agreement and these Terms and Conditions, the Genea Agreement prevails.

The Program is governed by the laws of New South Wales.