[Waiving the Copayment: Part 1](#)

written by Richard Leslie | May 24, 2016

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If a patient with insurance coverage is unable to afford his or her portion of the fee (the copayment) as specified in the policy, is it okay for the practitioner to waive, in advance, the patient's copayment? The short answer is "no." To do so might constitute insurance fraud. Most insurers would likely come to that conclusion. The practitioner would, in a sense, be conspiring with the client to facilitate the client's breach of the insurance contract. The purpose of the copayment is to place some responsibility on the patient to control costs. If the patient did not have to pay anything, there is, the theory goes, no incentive to control costs. Someone else is paying the freight! By waiving the copayment in advance, the therapist or counselor is in essence agreeing to see the patient for a specified amount of money, but is misrepresenting the amount billed to the insurance company.

When confronted with this information, therapists have reported to me that many of their colleagues engage in this practice. When you get a speeding ticket for going 70 miles per hour in a 60 mile per hour zone, the police officer and the judge will not be impressed with the argument that many cars were passing you – that is, everyone was going at least 70! Some therapists have indicated that an insurance company representative said that it was alright to bill in this manner. My response is: try to find the representative again and get him or her to put the advice or opinion in writing – or try to bring him or her into court to testify at your trial or hearing! If you are able to obtain advance permission from the insurer to bill in this manner (waiving the copayment in advance), and you are able to get this permission in writing from someone who has the apparent authority to make such a decision, then such billing is less or non-problematic.

To read our next bulletin regarding waiving a copayment, click here.