

nib **RECOGNISED ANCILLARY PROVIDER** **TERMS AND CONDITIONS**

1. GENERAL

These Terms and Conditions set out the basis and conditions upon which nib recognises General Treatment Providers (Providers) for the purpose of paying Benefits and to meet the provider recognition requirements as defined in the Private Health Insurance Act (Accreditation) Rules 2008 (Cth).

In order to receive Benefits from nib, Providers (You) must be granted recognition status by nib and satisfy the requirements, and meet Our expectations set out in these Terms and Conditions on each occasion a Claim for Benefits is made to nib. nib assumes that every time a nib customer makes a Claim for a Benefit with nib for the treatment and/or services that You provide to them, You agree to satisfy all requirements, and meet Our expectations set out in these Terms and Conditions.

2. GLOSSARY

General Treatment Providers means providers of General Treatment covered by nib products (and excludes providers of medical and hospital treatment as defined in the Private Health Insurance Act 2007 (Cth)).

Benefit means an amount of money payable by nib to or on behalf of an Insured Person, in respect of approved expenses incurred by an Insured Person for treatment and/or services, in accordance with the nib Fund Rules.

Claim means a claim for the payment of Benefits which complies with the nib Fund Rules and Section 5 of these Terms and Conditions.

Insured Person means all persons covered under an active nib private health insurance policy.

Fund Rules means the rules established by nib that relate to the day-to-day operation of nib's health insurance and health-related business.

General Treatment has the same meaning as set out in section 121-10 of the Private Health Insurance Act 2007(Cth) as amended from time to time. General Treatment means treatment (including the provision of goods or services) that:

- A. is intended to manage or prevent a Condition; and
- B. is not Hospital Treatment, which is permissible under the Private Health Insurance Act 2007 and in respect of Benefits which are payable under the nib Fund Rules.

Medicare Benefits Schedule Fee (MBS Fee) means the amount set under the Medicare Benefits Schedule.

Natural Therapy Providers means Providers of treatment as approved by nib from time to time, including but not limited to, Providers:

- C. listed as a providing natural therapy treatment in the Product Schedules; and
- D. providing treatment during a consultation with a nib customer where that Provider is recognised by nib to provide natural therapy treatment.

nib means nib health funds limited ACN 000 124 389 having its registered office at 22 Honeysuckle Drive, Newcastle, New South Wales 2300, a registered health benefits organisation under the Private Health Insurance Act 2007(Cth).

nib Customer Feedback Survey means information and opinions collected by nib through an email to nib customers to request feedback regarding their General Treatment experience. This includes the collection of the likelihood that the customer would recommend a Provider, captured on a scale of 0 – 10. If consent has been provided by the nib customer, this information will be published as part of the Provider record held in www.whitecoat.com.au.

Other Provider means providers of treatment that is the provision of goods or a health management program.

Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Provider means a General Treatment Provider.

Private Practice means a professional practice (sole, partnership or group) that is self-supporting primarily through fees received from patients. This means that the practice's expenses (eg accommodation, facilities and services) are not provided or subsidised by any publicly funded facility such as a Public Hospital or a University.

Recognised Provider means a Provider of General Treatment that:

- is registered or holds a licence under relevant State or Territory legislation to provide the General Treatment sought;
- is professionally qualified, or a member of a professional body recognised by nib;
- is in Private Practice;
- satisfies any other criteria reasonably required by nib to enable the payment of Benefits for General Treatment provided by the Provider; and
- is not suspended or derecognised by nib.

Related Body Corporate has the meaning given in section 9 of the Corporations Act 2001 (Cth)

Sensitive Information means information or an opinion about an individual's racial or ethnic origin, political opinions, membership of a political association, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual preferences or practices, criminal record, health information about an individual, genetic information about an individual that is not otherwise health information.

We, Our, Us means nib and any Related Body Corporate that is also a registered private health insurer.

www.whitecoat.com.au means an online web service that will allow all Australians to search and compare General Treatment Providers. Australians will be able to search for Providers by type and location and compare Providers by nib customer advocacy scores and service charge scores.

You or Your means a Recognised Provider as set out in these Terms and Conditions.

3. RECOGNISED PROVIDERS

Recognition by nib is a prerequisite to the payment of Benefits. nib considers that You are a Recognised Provider if:

- a. As a General Treatment Provider You are registered or hold a licence under relevant State or Territory legislation to provide the General Treatment sought; and You have a current and valid Medicare Provider Number for each location where You engage in Private Practice; or
- b. As a Natural Therapy Provider you have been recognised by a nib approved Professional Body, Your recognition, first aid and professional indemnity insurance are all current and have been provided to nib Your Professional Body; and
- c. You are in Private Practice; or
- d. As an Other Provider You meet the nib recognition criteria determined by nib as appropriate for the goods or services You provide; and
- e. You satisfy all requirements and meet our expectations set out in these Terms and Conditions, as amended from time to time.

4. GENERAL REQUIREMENTS OF RECOGNISED PROVIDERS

Service Experience and Quality

Our expectations are that You will Provide professional services to nib customers:

- a. with due care and skill as reasonably expected by someone in Your profession with Your level of expertise;
- b. in accordance with all standards, guidelines, obligations and legislation relevant to Your profession and the services You provide;
- c. maintain first aid qualifications to ensure the health and safety of Your patients;
- d. protect the privacy of Your patients Personal and Sensitive Information in accordance with the Privacy Act 1998 (Cth) and relevant State Privacy legislation;
- e. maintain Your premises in accordance with the appropriate approvals under the law (Occupational Health and Safety, as well as any Local Council, State or Federal laws that apply to Your practice);
- f. provide Your patients with a clear understanding of their rights and responsibilities, including clear access to a complaints and dispute handling process approved by Your registration Board or Professional Association; and
- g. make Your customers aware of the existence and role of the Private Health Insurance Ombudsman.

Professional Integrity and Relationship Management

We are interested in ensuring that nib customers have access to high quality and affordable health treatment and/or services. To achieve this, We are interested in a professional working relationship with You that helps build your business and protects the health and safety of nib customers.

1. To this end, We expect that You will:

- a. Provide the treatment and/or services Yourself, and not allow any other person to provide treatment and/or services and invoice Us or nib customers using Your provider number;
- b. Use the nib trademark, names and logos of nib only in the approved format and with the express permission of nib;
- c. Communicate with nib customers in a language they understand;
- d. Provide invoices, receipts or other relevant documentation in English and in accordance with the requirements detailed under "Receipts and Invoices". Where English is not Your first language, translation services will be at your cost, or Claims may not be payable;
- e. Undertake whatever continuing professional development is required by Your relevant Professional Body or association relevant to the treatment and/or services You are providing to nib customers;
- f. Maintain current professional indemnity insurance as well as public and product liability insurance to a minimum value of ADU\$1 million per claim for the treatment You provide to nib customers and provide nib with a certificate of such insurance upon request;
- g. Answer any reasonable request by Us for access to customer records, either for the purpose of determining the eligibility of the service, or the legitimacy of a Claim;
- h. Acknowledge the collection by nib of information and opinions from nib customers who utilise Your professional services.
- i. Inform relevant parties (such as Your Professional Body, Medicare, HICAPS) as soon as possible, and in any case within 5 working days, of any change to Your:
 - i. Practice address/es
 - ii. Mailing Address/es

- iii. Bank Account details, or
- iv. professional services, including if Your membership or registration status with any Registration Board or Professional Body is altered or withdrawn for any reason.

2. You can expect that We will:

- a. not interfere with Your independence and right to practice;
- b. respect Your privacy;
- c. provide Your contact details to our customers as part of Our Provider search functionality;
- d. Publish information and opinions (per the nib Customer Feedback Survey) about Your professional services via www.whitecoat.com.au;
- e. monitor claiming patterns and inform You of any significant variances in Your claiming patterns;
- f. give You the right of reply should problems arise;
- g. hold the right to refuse or remove Your recognition in Our absolute discretion; and
- h. reject Claims that are not in accordance with the nib Fund Rules and/or these Terms and Conditions.

Allowable Benefits and Claims administration

In order to enable Us to provide the correct Benefits to our Customer for the services You provide, We require that receipts and invoices are provided in accordance with the following. Failure to do so may result in unnecessary delays or even the rejection of the Claim.

NOTE: You must not allow any locum, colleague, employee or any other person to issue receipts for treatment or services in Your name other than for treatment or services actually performed by that Recognised Providers. In addition, Benefits are not payable for services or treatment provided by therapy/clinic assistants or students of any profession. Where a therapy assistant or student administers treatment or services, the account/receipt must clearly itemise such treatment or services separately.

3. All Recognised Providers will provide accounts and receipt to nib customers for each professional service provided, which clearly shows the following:

- a. The name of the Provider who provided the services or treatment. Where the Provider is part of a group of Providers, the account/receipt must clearly show the name of the Provider who provided the treatment
- b. Company and trading names (as applicable);
- c. The address where the treatment and/or services took place, including the telephone number;
- d. The date on which the account/receipt was issued;
- e. The full name of the nib customer to whom the treatment was provided;
- f. The date on which each treatment and/or services was provided to the nib customer;
- g. A clear, itemised description of the treatment and/or service(s) provided, and treatment and/or services type;
- h. The fee charged for each service provided. Where herbs or other medications are provided at the attendance, a separate charge must be shown for these items;
- i. Details of any payment made, and any outstanding balance;
- j. All accounts and receipts must be on printed stationery. If they are produced electronically, they must be signed at the time of issue by You as Provider of that treatment and/or services, or Your representative;
- k. There must only be one fully itemised original account/receipt. Therefore,
 - i. Where a quote is provided, the account or receipt must be clearly marked 'quote' or "estimate"; and
 - ii. The words "duplicate" or "copy" must be clearly marked on any duplicate invoices issued.

4. Electronic claims must be submitted no more than 3 days after You provide the treatment and/or services to the nib customer; and

5. Electronic claiming facilities must be used properly and in accordance with the applicable terms for use of those facilities.

6. nib Benefits are not payable in the following circumstances:

- a. treatment or services performed to self, Your family members, Your business partner or other people not independent of the practice;
- b. treatment or services that are not performed in a Private Practice setting, for example, community health clinics;
- c. treatment or services not recognised for Benefits by nib;
- d. treatment or services performed by practitioners who are not recognised by nib;
- e. imported Medications, Herbal Medications, Herbal Tonics or similar;
- f. non-prescription sunglasses, tinting, coating or hardening of lenses;
- g. treatment or services for which inaccurate or incorrect information is supplied;
- h. treatment or services provided to an inactive nib customer;
- i. treatment or services for which a Claim is not lodged within 2 years of the date of service or treatment;
- j. treatment or services for which the nib customer does not have cover;
- k. illegal services or treatment;
- l. treatment or service where the patient, has or may have, an entitlement to damages (for example, Worker's compensation, Third

- Party insurance, criminal compensation, Public Liability, etc) – unless prior approval in writing is obtained from nib;
- m. treatment or services provided where the cost of the treatment or services provided is subsidised by any other business or authority;
 - n. telephone, internet or mail consultations;
 - o. written reports;
 - p. more than one initial consultation per course of treatment;
 - q. more than one consultation or attendance by You or any single day. Multiple services or treatment on the same day attract one service or treatment benefit only; or
 - r. other items as determined by nib from time to time.

5. PATIENT RECORDS

1. Recognised Providers must maintain full patient records for each patient treated. Patient records for nib customers must be maintained for the minimum time prescribed in legislation relevant to Your profession.
2. Records must be accurate and current, and sufficient for Us to be able to confirm that You have provided each professional service claimed by nib customers as described in those Claims. The patient record must include the following information:
 - a. Patient name, address, sex, date of birth and patient contact number;
 - b. Date treatment and/or services provided, detail of each treatment and/or services provided and the charge for that treatment and/or services;
 - c. The nature of the illness or condition; and
 - d. Any herbs, medications and treatment programmes to be performed by the patient at home, issued or prescribed at the attendance.
3. nib reserves the right to request patient and/or treatment records for any nib customer for any reason, and You must provide copies of those records within 10 business days of such a request.

6. PRIVACY

Recognised Providers must comply with the Privacy Act 1988 (Cth), as amended, any relevant state legislation and nib's privacy policy when handling Sensitive and Personal Information relating to nib customers. nib's privacy policy is available at www.nib.com.au/privacy

nib is committed to protecting Your privacy and any Personal Information nib collects from You. You agree that nib can provide nib customers, either verbally, in writing (including on Our internet page) with Your name, practice address, contact number(s), practice details, charging information and all other information collected as part of www.whitecoat.com.au as part of Your recognition by nib.

7. ENDING OR SUSPENDING YOUR RECOGNITION

nib may suspend or end its recognition of You as a Recognised Provider in its absolute discretion at any time for any reason, including, without limitation, if:

1. You fail to satisfy a requirement or expectation set out in these Terms and Conditions; or
2. Your Professional Body finds that You have committed a breach of a professional standard, guideline, code of conduct, law, regulation, policy, ethics statement, that applies to the practice of Your profession; or
3. You cease to be recognised by Your Professional Body; or
4. You cease to meet the criteria deemed by nib as the minimum requirement for Your treatment or service type;
5. No nib customer has made a claim for Benefits for treatment and/or services that You provide for 2 years.

8 APPLICABLE LAWS

These Terms and Conditions are governed by the laws of the State of New South Wales and nib and You submit to the jurisdiction of the courts of New South Wales.

9 REPORTING FRAUD

Health insurance fraud raises contributions and keeps rebates low. If You suspect fraud has been committed either by a nib customer or a Provider, please notify nib. You may choose to identify yourself or remain anonymous. Call Us on the toll free hotline on 1800 175 377 or by email at providers@nib.com.au.

10 CONTACT US

For further information, please contact nib:

Email: providers@nib.com.au

Phone: 1800 175 377

Mail: Ancillary Provider Registration, nib health funds limited, 22 Honeysuckle Drive, Newcastle NSW 2300

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