

1. General

- 1.1. These Terms and Conditions ("these terms") are the terms on which We recognise medical practitioners for the purpose of paying HCF Medicover Extra Benefits for HCF Members.
- 1.2. You must register with HCF for Medicover and nominate to become either a No Gap or Known Gap Recognised Provider for each billable Practice location. If HCF accepts Your application, You will become a Recognised Provider for each Practice location from the date that HCF accepts Your fully completed Medicover application in a manner acceptable to HCF (unless an alternate date is agreed between the parties). You cannot nominate for both No Gap and Known Gap for the same Practice location at the same time, however You can change Your nomination with 30 days' notice.
- 1.3. By applying to be a Recognised Provider with HCF, You are agreeing to abide by these terms from the Recognition Date.
- 1.4. Accepting HCF Medicover No Gap Extra Benefits or HCF Medicover Known Gap Extra Benefits from HCF on each occasion also constitutes Your agreement to these terms.
- 1.5. If there is any inconsistency between these terms and the terms of any other agreement between Us and You under which HCF provides benefits, the terms of the other agreement will prevail to the extent of that inconsistency. You cannot be paid more than once for the same Professional Service by HCF.

2. Nomination as a HCF Medicover No Gap Recognised Provider

- 2.1. You may claim the HCF Medicover No Gap Extra Benefits for Professional Services supplied as part of Hospital Treatment in HCF Participating Hospitals that You provide to HCF Members provided that:
 - (a) You:
 - a. have registered with and been accepted by HCF as a Recognised Provider for the Practice location prior to providing the Professional Services to an HCF Member;
 - b. have nominated for HCF Medicover No Gap Extra Benefits in Your application for that location; and
 - c. continue to hold the status as a Recognised Provider by HCF;
 - (b) You accept the HCF Medicover No Gap Extra Benefits in conjunction with any applicable Medicare benefits, as **full and complete** payment for the Professional Services rendered as part of Hospital Treatment and for which a Medicare benefit is payable (or would be payable if the HCF Member was an Eligible Person); and
 - (c) You, or others on Your behalf, do not raise directly or indirectly any additional fee, bill or charge or have recourse against HCF Members for anything related to these Professional Services including any booking fees, technology

fees, facility fees, administration fees, consumables, drugs or fees (howsoever described).

- 2.2. You may choose to claim or not claim HCF Medicover No Gap Extra Benefits on a patient by patient basis.

3. Nomination as a HCF Medicover Known Gap Recognised Provider

- 3.1. You may claim the HCF Medicover Known Gap Extra Benefits for Professional Services supplied as part of Hospital Treatment in HCF Participating Hospitals that You provide to HCF Members provided that:
 - (a) You:
 - a. have registered with and been accepted by HCF as a Recognised Provider for the Practice location prior to providing the Professional Services to an HCF Member;
 - b. have nominated for HCF Medicover Known Gap Extra Benefits for that location; and
 - c. continue to hold the status as a Recognised Provider by HCF;
 - (b) You charge a gap (out of pocket) to the HCF Member not exceeding the Known Gap Threshold for the total cost of all Your Professional Services in an Episode. The Known Gap Threshold is currently set at \$500 per Episode (but may be changed from time to time in accordance with these terms).
 - (c) You accept the HCF Medicover Known Gap Extra Benefits and the Known Gap Threshold amount payable by the member, in conjunction with any applicable Medicare benefit, as **full and complete** payment for the Professional Services rendered as part of Hospital Treatment and for which a Medicare benefit is payable (or would be payable if the HCF Member was an Eligible Person);
 - (d) You, or others on Your behalf, do not raise directly or indirectly any additional fee, bill or charge or have recourse against HCF Members or any other person for anything related to these Professional Services including any booking fees, technology fees, facility fees, administration fees, consumables, drugs or fees (howsoever described), except for the allowable Known Gap Threshold amount; and
 - (e) Where an HCF Member will be charged a gap (out of pocket) expense for Professional Services rendered as part of Hospital Treatment, You provide sufficient cost information and obtain the HCF Member's informed financial consent.
- 3.2. You may choose to claim or not claim HCF Medicover Known Gap Extra Benefits on a patient by patient basis.

4. Change of Nomination

You can change Your nomination between being a HCF No Gap or Known Gap Recognised Provider at any time, however Your change in nomination will only become effective 30 days from the date the notification of the

change is received by HCF. Any existing commitments to HCF Members as at the date of notification should be honoured, including where an HCF Member has been advised that the Professional Service will be provided with no out of pocket expenses and/or the HCF Member has not been informed of any out of pocket expenses to be paid.

5. What You must do as a Recognised Provider

5.1. It is a condition of being a Recognised Provider that You comply with these terms and that:

- (a) You are registered to practice in Your medical speciality;
- (b) You continuously hold current professional indemnity insurance covering Your scope of practice to a minimum coverage of \$20 million per event, for the Professional Services You provide to HCF Members and will maintain such cover for a period of at least 7 years following the completion of the relevant Professional Services;
- (c) You comply with all standards, guidelines, obligations and legislation relevant to Your profession and the Professional Services You provide to HCF Members;
- (d) You do not allow another person to perform Professional Services or invoice Us or HCF Members using Your provider number except in accordance with the Medicare Rules;
- (e) You submit claims directly to HCF using either "Eclipse" or HCF's "Direct Billing System";
- (f) You provide HCF with a single consolidated claim for a single member for the entire Episode (ie. all Professional Services provided by You from the date of admission to the date of discharge in respect to that Episode);
- (g) You itemise all the Professional Services provided using the applicable Commonwealth Medicare Benefits Schedule item number and certify that the charge for each item reflects the total charge for the relevant Professional Service, including any charges to the HCF Member;
- (h) Where a gap will be charged under the Known Gap arrangement that You include the payable gap on the claim;
- (i) You promptly comply with any reasonable request from Us to provide information or documents relating to claims for HCF benefits;
- (j) You comply with the terms of any other agreements or contracts that exist between You and HCF;
- (k) You repay within 30 days of Our request any monies We paid to You where You or Our Member were not entitled to it;
- (l) You do not use any of Our brands, names or trade marks, including representing that You are endorsed by Us, without Our express written consent;
- (m) You communicate promptly and effectively with Us and/or HCF Members as appropriate;
- (n) You notify Us immediately if a Professional Body places or proposes to place any restrictions or limitations on Your registration with or membership of it or notifies You of any potential disciplinary action against You;
- (o) You or any other person associated with You must not negatively discriminate against HCF Members because they are covered by private health insurance or due to their membership with HCF. This includes, but is not limited to, charging HCF Members more than the standard fee that You set for Your service/s and product/s or which is actually charged to people who are not HCF Members;
- (p) You or any other person associated with You must not directly or indirectly coax, coerce, suggest, require or persuade any HCF Member or any member of another private health insurer to alter, switch or terminate their membership with their current private health insurer unless this would reasonably be considered to be in the relevant member's best interest;
- (q) You:
 - i. maintain a copy of all information, documents, records, working papers and other materials used, obtained or created in performing Professional Services for which HCF benefits are payable; and
 - ii. make any information, documents, records, working papers and other materials referred to above available to HCF on HCF's reasonable request;
- (r) You consent to any reasonable request by HCF to audit any benefits paid to You and any related records maintained by You to verify the calculation of any benefits paid;
- (s) You keep HCF informed of any changes to the address, contact and bank account details associated with Your Practice locations registered under Medicover;
- (t) You advise HCF, and wait for notification of acceptance by HCF, of any Practice locations You nominate to be registered under Medicover prior to providing billing information associated with Medicover to HCF Members for that Practice location;
- (u) You agree to indemnify HCF against any claims or liabilities whatsoever arising out of Your breach of these terms and conditions and any negligence or wrong doing on the part of You, or others acting on Your behalf, arising from or in connection with the provision of Professional Services for which benefits are paid to You by HCF except to the extent that HCF caused or contributed to any such claims or liabilities.
- (v) If We have paid You a Benefit that You were not entitled to under these terms, You must repay Us that amount within 30 days of Our request. If You do not repay Us the requested amount within 30 days, We may set off or deduct that amount against any amounts We owe You after providing You with 14 days' written notice.

- (w) If You have charged a Member any amount in contravention of these terms and the Member has paid this amount to You, You must repay that amount to the Member within 30 days of receiving a written request from HCF. If You do not repay the Member the requested amount within 30 days, We may set off or deduct that amount against any amount We owe You after providing You with 14 days' written notice. If We exercise this right, We must pay the Member the amounts that We have set-off against You.

6. What You should expect from Us

- 6.1.** As a Recognised Provider, and when You use HCF Medicover, You can expect Us to (subject to clause 7):
- (a) pay claims for Professional Services You have provided to HCF Members using Medicover up to HCF Medicover No Gap Extra Benefits or HCF Medicover Known Gap Extra Benefits (depending on which You have nominated);
 - (b) pay Your undisputed claims within 30 days of receipt by HCF and subject to Us receiving payment from Medicare for Eligible Persons;
 - (c) if the HCF Member is an Eligible Person, process the Medicare component directly with Medicare Australia and pay You 100% of the Medicare Benefits Schedule fee for the Professional Services You have provided (including the Medicare benefit of 75% of the Medicare Benefits Schedule fee, 25% of the Medicare Benefits Schedule fee paid by HCF as part of Hospital Treatment);
 - (d) if the HCF Member is an Ineligible Person, pay You 100% of the Medicare Benefits Schedule fee;
 - (e) pay benefits to You in one consolidated payment as full payment for the Professional Services (Medicare benefits plus any additional HCF Medicover Extra Benefits if using Medicover);
 - (f) process claims for benefits lodged by You on behalf of other Recognised Providers in accordance with these terms as if they were claims lodged by You;
 - (g) pay Your claims by direct deposit of funds into Your nominated bank account;
 - (h) provide You with an HCF Medicover dedicated support line and team to deal with Your claims or billing issues - call 1800 670 302;
 - (i) review Our HCF Medicover Benefit Schedules from time to time; and
 - (j) acknowledge Your freedom to identify and provide, within the scope of accepted clinical practice, the appropriate form of clinical treatment for HCF Members in Your care.

7. When We may not pay a benefit

- 7.1.** The circumstances when HCF Medicover Extra Benefits are not payable for a Professional Service claim made for Hospital Treatment supplied in an

HCF Participating Hospital include but are not limited to where:

- (a) You have not complied with these terms in relation to that claim or You have committed a material breach of these terms;
- (b) You are not a Recognised Provider with HCF for No Gap or Known Gap;
- (c) Your performance of the Professional Services are not in Private Practice;
- (d) You are registered for HCF No Gap and have charged the HCF Member directly or indirectly any additional charge or fee for a part of the Professional Services or for Professional Services related to a claimed Hospital Treatment;
- (e) You are registered for HCF Known Gap and have charged the HCF Member directly or indirectly an additional charge or fee for a part of the Professional Services or for Professional Services related to a claimed Hospital Treatment other than the allowable Known Gap Threshold; or
- (f) The Professional Service was provided prior to Your Recognition Date – HCF Medicover No Gap Extra Benefits or HCF Medicover Known Gap Extra Benefits will only be paid if You are a Recognised Provider for the billable Practice location on the date of service. If You were not registered as an HCF No or Known Gap Recognised Provider at a specific Practice location prior to providing a service to an HCF Member - i.e. backdating of Your Recognition Date will not be accepted by HCF.

7.2. Circumstances when HCF will not pay benefits for Professional Services made for Hospital Treatment include, but are not limited to, where:

- (a) the HCF Member is entitled to compensation or recovery from a third party including workers compensation, motor vehicle accident schemes, dust diseases schemes or any other scheme;
- (b) the Professional Service was provided more than two years prior to the date of the claim;
- (c) the HCF Member is not covered on the date of service;
- (d) the service is not included under the HCF Member's level of cover;
- (e) the HCF Member is not eligible for a Medicare benefit in accordance with Medicare Rules in relation to the Professional Service provided to an HCF Member that is an Eligible Persons or for Ineligible Persons, the Professional Service would not have been eligible for Medicare benefits even if the HCF Member was an Eligible Person;
- (f) the Professional Services have not been provided to the HCF Member at the date of service specified on the claim;
- (g) the Professional Services have not been provided in Australia to the HCF Member;
- (h) the account/invoice/receipt is not original or the details have been altered from the original;

- (i) the charge is for Professional Services not listed in the Commonwealth Medicare Benefits Schedule; or
- (j) the Professional Service was not personally performed by You other than in accordance with the Medicare Rules; or
- (k) a benefit has been paid but the HCF Member is not entitled to the benefit.

8. Privacy

- 8.1.** It is important to Us that personal information We collect is handled and stored in a secure manner and in accordance with the relevant privacy legislation.
- 8.2.** Personal information We collect is handled in accordance with Our Privacy Policy which forms part of these terms. The Privacy Policy explains how You may complain about a privacy breach, how We will deal with Your complaint and how You can request access to and correction of the personal information We hold about You. A copy can be found at www.hcf.com.au/privacy-policy/ or obtained by calling 13 13 34.
- 8.3.** You agree that, while You are a Recognised Provider, We may identify You as a Medicover No Gap or Known Gap Recognised Provider to HCF Members and referring doctors and publish Your name, Practice address or addresses, contact and other Practice details, charging and Medicover usage information by, including but not limited to, posting it on Our website or an affiliated website or in member communications.

9. Modern Slavery

- 9.1.** You must ensure that:
 - (a) in providing the Professional Services, You and Your Representatives must:
 - i. not engage in any conduct or omission that may contravene any Modern Slavery Laws; and
 - ii. comply with any HCF policy relating to modern slavery; and
 - (b) You do all things required or necessary to mitigate or reduce modern slavery risks in Your operations and supply chains and otherwise comply with all applicable Modern Slavery Laws.
- 9.2.** You represent and warrant to HCF that;
 - (a) Neither You or Your Representatives:
 - i. have been convicted of any offence involving modern slavery and human trafficking; and
 - ii. having made reasonable enquiries, to the best of Your knowledge, have been or are the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of any Modern Slavery Laws; and
 - (b) You conduct Your business in a manner that is consistent with Modern Slavery Laws.
- 9.3.** You must promptly notify HCF as soon as You become aware of a potential, suspected or actual

breach by You or Your Representatives of any Modern Slavery Laws in connection with the provision of the Professional Services.

- 9.4.** HCF may require You within 20 Business Days to undertake remedial action to rectify a breach of this clause 9, ensure Your compliance with Modern Slavery Laws and minimize the risk of modern slavery within Your operations and supply chains.
- 9.5.** If You fail to undertake the remedial action as required under clause 9.4, HCF may cancel Your registration as a Recognised Provider in accordance with clause 10 by giving written notice to You.

10. Ending or suspending Our relationship with You

- 10.1.** HCF can cancel or suspend Your registration as a Recognised Provider by giving You at least 21 days' notice in writing of Our intention to do so if:
 - (a) There is evidence that You have committed a material breach of these Medicover terms or You committed any other breach of these terms and failed to remedy that breach within 30 days;
 - (b) You are or become suspended or deregistered under the laws of the relevant jurisdiction (Federal/State/Territory) in which case You must promptly notify HCF;
 - (c) You no longer hold professional indemnity insurance with a recognised indemnity provider in Your area of practice and for a minimum coverage of \$20 million per event in which case You must promptly notify HCF; or
 - (d) You have engaged in conduct that:
 - i. is unlawful in that You have been convicted of a criminal offence or a civil penalty has been imposed on You or a criminal offence has been proven but no conviction recorded and is related to Your practice as a medical practitioner;
 - ii. is improper or unprofessional in the sense that professional disciplinary proceedings have resulted in a finding adverse to You;
 - iii. is such that HCF reasonably concludes the conduct would be unacceptable to the general body of providers in Your discipline;
 - iv. is, in HCF's reasonable opinion, unsatisfactory as regards to billing;
 - v. would be, in HCF's reasonable opinion considered adverse to the interests, business or reputation of HCF; or
- 10.2.** If We decide to end Our relationship with You (which means You will no longer be a Recognised Provider) the HCF Medicover Extra Benefits will not be payable for any Professional Service supplied by You and You will not be able to utilise HCF's "Direct Billing system".
- 10.3.** Either party may terminate these terms without cause by giving 60 days' notice to the other party.
- 10.4.** Any notice of termination by either party does not affect any claim either You or We may have against the other arising out of these terms at the date of the termination.

11. Changes or additions to these terms

- 11.1.** From time to time We may update or change these terms by providing You with notice through the HCF provider portal page for Medical Providers unless the change has a detrimental impact on You, in which case We will provide You with 30 days' prior written notice.
- 11.2.** You should regularly check the HCF provider portal page for Medical Providers at www.hcf.com.au for any changes.
- 11.3.** We may request that You agree to additional terms and conditions, and will provide You with the additional terms and conditions in the form of an addendum to these terms.

12. Laws that apply to these terms

- 12.1.** These terms are governed by the laws of the state of New South Wales as may be amended, re-enacted or replaced from time to time and the parties submit to the jurisdiction of the courts of New South Wales.

13. Glossary

'Business Days'	means a day other than a Saturday, Sunday or public holiday in Sydney, New South Wales.
'Direct Billing System'	means the method by which Recognised Providers may submit medical claims for payment and processing by HCF including HCF managing the Medicare rebate, reviewing the claim and paying the Recognised Provider.
'Eclipse'	means the Medicare billing system available for the electronic lodgement of inpatient medical claims.
'Eligible Person'	Means a person who is an eligible person under Part I of the <i>Health Insurance Act 1973</i> (Cth).
'Episode'	means all the Professional Services provided by a Recognised Provider during a hospital admission (that is all Professional Services provided from the date of admission to the date of discharge at an HCF Participating Hospital)
'HCF Medicover Extra Benefits'	means 'HCF Medicover No Gap Extra Benefits' or 'HCF Medicover Known Gap Extra Benefits'
'HCF Medicover No Gap Extra Benefits'	means the benefit in excess of that specified in the Commonwealth Medicare Benefits Schedule up to the amount specified in the HCF Medicover No Gap Schedule for a particular service item subject to the rules of Medicare and payable when the benefits are accepted in full and complete payment for the Professional Services.
'HCF Medicover Known Gap Extra Benefits'	means the benefit in excess of that specified in the Commonwealth Medicare Benefits Schedule up to the amount specified in the HCF Medicover Known Gap Schedule for a particular service item subject to the Medicare

	Rules and payable when the out of pocket (gap) to the member for all Professional Services in an Episode does not exceed the specified gap threshold and the benefits and gap are accepted in full and complete payment for the Professional Services.
'HCF Member'	means a person who is a financial member of an HCF health fund and covered by a Hospital Treatment policy including HCF Overseas Visitors Cover.
'HCF Participating Hospital'	means a hospital with which HCF has established a contract for the provision of Hospital Treatment for HCF Members or any public hospital designated by HCF as an HCF Participating Hospital from time to time. See: www.hcf.com.au/locations/participating-hospitals
'Hospital Treatment'	means treatment of a patient admitted to hospital for treatments eligible for private health insurance benefits in accordance with the <i>Private Health Insurance Act 2007</i> (Cth) and associated rules.
'Ineligible Person'	Means a person is not an eligible person under Part I of the <i>Health Insurance Act 1973</i> (Cth).
'Known Gap Threshold'	means the maximum allowable gap (out of pocket) that can be charged to an HCF Member for all Professional Services in an Episode, as determined by HCF from time to time.
'Medicare Rules'	means those rules or arrangements stipulated in respect to the payment of Medicare benefits including either in the Medicare Benefits Schedule Book from time to time and/or the <i>Health Insurance Act 1973</i> (Cth) or any determination made under that Act.
'Modern Slavery Laws'	means any law that prohibits exploitation of a worker, human trafficking, slavery, servitude, forced labour, debt bondage or deceptive recruiting for labour or services, or similar types of conduct, and are applicable to the jurisdiction in which You provide the Professional Services.
'Private Practice'	means services provided by a Recognised Provider operating in an independent and self-supporting basis either as a sole trader, partnership or group private practice but not employed or engaged by or subsidised by the Commonwealth or a State or Territory government for the provision of accommodation, facilities or other services. For the avoidance of doubt Private Practice does not include medical practitioners employed by or contracted to a public hospital or any other type of publicly funded facility even where they are undertaking the services as part of Private Practice arrangements.

'Practice'	means the location at which a Recognised Provider is registered for Private Practice including the address, contact and other details that will be used to identify the Recognised Provider to HCF Members and referring doctors.
'Professional Body'	means and includes: (a) any registration board(s) that register health professionals under relevant Federal, State or Territory legislation and is relevant to Your profession; and (b) any professional association relevant to Your profession.
'Professional Service'	has the same meaning as in the <i>Health Insurance Act 1973 (Cth)</i> .
'Recognised Provider'	means a medical practitioner recognised by HCF as eligible to receive HCF Medicover No Gap or Known Gap Extra Benefits.
'Recognition Date'	means the date on which a Recognised Provider becomes registered for a specific Practice location as a Medicover Recognised No Gap or Known Gap Provider with HCF.
'Representatives'	Means Your officers, employees, contractors, agents, advisers or financiers.
'We', 'Our', 'Us' and 'HCF'	means The Hospitals Contribution Fund of Australia Limited ABN 68 000 026 746 and any of its related bodies corporate (as that term is defined in the <i>Corporations Act 2001 (Cth)</i>) that are registered private health insurers.
'You', and 'Your'	means you acting as a medical practitioner registered in Australia and eligible to claim a benefit for Professional Services under Medicare.

14. Interpretation

14.1. A reference to legislation (including to subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it.