

# MORE FOR TEETH PROGRAM

## Terms and conditions

Effective from 1 January 2019

The HCF *More for Teeth* program provides benefits for preventive and diagnostic dental services delivered by general dentists and paediatric dentists for HCF Members in accordance with these terms and conditions.

This document sets out the terms and conditions of participation in the HCF *More for Teeth* program (**Program**). By signing and returning to HCF the application form (**Program Application Form**), You offer to participate in the HCF *More for Teeth* program in accordance with these terms and conditions, conditional on acceptance by HCF. On acceptance by HCF, You will be bound by these terms and conditions (**Agreement**).

### 1. DEFINITIONS

- 1.1 **"Australian Consumer Law"** means the Australian Consumer Law as set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).
- 1.2 **"Electronic Payment System"** means any electronic claims settlement system approved by HCF from time to time in its sole discretion for the purposes of the Program as notified to You and/or as published on the HCF website.
- 1.3 **"Fund Rules"** means the 'HCF Fund Rules' as varied by HCF from time to time.
- 1.4 **"Gap"** means the amount charged by You less the benefit.
- 1.5 **"HCF"** means The Hospitals Contribution Fund of Australia Limited (ABN 68 000 026 746) and will include, where it is not contrary to the context, any employee or agent of HCF.
- 1.6 **"Member"** has the same meaning given to that term in the Fund Rules.
- 1.7 **"Policy"** has the same meaning given to that term in the Fund Rules.
- 1.8 **"Recognition Criteria"** has the same meaning given to that term in the Fund Rules.
- 1.9 **"Terms and Conditions"** means the 'Terms and Conditions for HCF Recognised Providers of General Treatment' as varied by HCF from time to time. These Terms and Conditions are published on HCF's website ([https://www.hcf.com.au/pdf/general/Terms\\_and\\_Conditions\\_for\\_Recognised\\_Providers\\_of\\_General\\_Treatment.pdf](https://www.hcf.com.au/pdf/general/Terms_and_Conditions_for_Recognised_Providers_of_General_Treatment.pdf))
- 1.10 **"You"** and **"Your"** mean the dentist who signs the Program Application Form.

### 2. PROVIDER RECOGNITION AND OBLIGATIONS

- 2.1 You must:
  - (a) meet and comply with HCF's Recognition Criteria and the Terms and Conditions;
  - (b) comply with all applicable laws in the conduct of Your business and the performance of this Agreement; and

- (c) not perform any services or supply any goods that are not necessary for the treatment of a Member's condition.
- 2.2 In addition to Your obligations under clause 2.1, You must have an Electronic Payment System available to process payment for any service provided by You to a Member, for which HCF may make a payment based on a Policy, unless there is an outage of the Electronic Payment System or telecommunications network.

### 3. SERVICES AND CHARGES

- 3.1 You agree to:
  - (a) charge no more than the amounts described in the 'Maximum Charge' column of the table in Schedule A for those specific services when provided to Members; and
  - (b) charge no more than Your fee (including any special or discounted offers) for those services when provided to Members.
- 3.2 The charges that You raise must be accurately reflected on Your invoice or receipt, which must be provided in accordance with the Terms and Conditions and clause 5.
- 3.3 For the avoidance of doubt, for services not described in the 'Service description' column of the table in Schedule A You are free to charge as per Your existing practices.

### 4. BENEFITS

- 4.1 Subject to the Member's entitlement to a benefit under their Policy, the Fund Rules and all applicable laws, HCF will provide a benefit up to or equivalent to the amounts listed in Schedule A subject to Indexation for the duration of the Program (**Benefit**).
- 4.2 Without limiting clause 4.1 and subject to Indexation, the maximum Benefits available to Members in respect of services as at the date of this Agreement are as specified in the table in Schedule A. HCF may add, delete or vary Benefits and cover under its Policies in its sole discretion at any time.
- 4.3 HCF will index the Benefits, for the items in Schedule A that it deems appropriate, on 1 January each year, based on any proportionate change in the following formula (**Indexation**):
  - The Consumer Price Index (All groups, Index numbers, Sydney\*, ABS Catalogue no. 6401.0) x 50% plus the Average Weekly Earnings (NSW\* Original, ABS Catalogue no. 6302.0) for persons, full-time adult ordinary time earnings (AWOTE) x 50%.
  - For the avoidance of doubt, the Consumer Price Index and the Average Weekly Earnings are measured for

the 12 month period ending 30 June of the year prior to the indexation date.

- \*For states and Territories other than NSW, Benefit rates are set using relevant ABS Catalogue statistics for that State or Territory and its capital city.

- 4.4 You must not charge Members any additional or ancillary fees, charges or penalties (for example, an administration fee) in connection with the services covered under this Agreement.
- 4.5 Services provided by You to a Member that are not described in the table in Schedule A will continue to be the subject of benefits that HCF determines a Member is entitled to under a Policy with HCF, the Fund Rules, the Terms and Conditions and all applicable laws.
- 4.6 HCF does not warrant or represent that a Member will be entitled to Benefits in respect of any services provided by You to the Member.

## 5. INVOICING, PROVISION OF INFORMATION AND PAYMENT

- 5.1 You must invoice HCF through the Electronic Payment System for all services provided to Members for which a benefit is payable and only issue a physical invoice to the Member:
- (a) if and to the extent the Member is liable to make a payment of a Gap; or
  - (b) if there is an outage of the Electronic Payment System or telecommunications network.
- 5.2 An invoice will not be valid unless clause 5.1 is satisfied.
- 5.3 If there is an outage of the Electronic Payment System or telecommunications network, fully itemised invoices issued to a Member will be accepted by HCF.

## 6. INFORMED FINANCIAL CONSENT

- 6.1 You must clearly inform each Member prior to the provision of any services that not all services You perform will entitle the Member to payment of a no-gap Benefit under the Program.

## 7. RECORDS AND REVIEW

- 7.1 Claims and eligibility for Benefits may be subject to review and verification by HCF in its discretion for the term of this Agreement and for two years after this Agreement has terminated. During this time, You must maintain and provide to HCF on request detailed records of consultations, services and charges provided to Members.

## 8. PRIVACY AND MARKETING

- 8.1 HCF handles personal information it collects in accordance with the HCF Privacy Policy which forms part of these terms and conditions. The HCF Privacy Policy explains how You may complain about a privacy breach, how HCF will deal with the complaint and how You can request access to and correction of the personal information HCF holds about You. A copy can be found at [hcf.com.au/privacy-policy](http://hcf.com.au/privacy-policy) or obtained by calling 13 13 34.
- 8.2 You must comply with the *Privacy Act 1988* (Cth) as if You were an "organisation" for the purposes of that Act, any applicable State or Territory legislation relating to privacy and the HCF Privacy Policy.
- 8.3 You consent to HCF using and disclosing the personal information it collects about You, comprising Your name, contact and other practice details, charging information and feedback from any Member surveys about their treatment experience and whether they would recommend You, including through the HCF website, brochures, HCF mobile apps and other promotional literature and activities, to inform Members and prospective Members about Your participation in the Program.

- 8.4 You will not advertise or utilise any marketing material, logos, trade names or other materials belonging to HCF, or represent that You are endorsed by HCF, without obtaining prior approval in writing from HCF.

## 9. INDEMNITY

- 9.1 Without limiting HCF's liability under clause 12, You agree to indemnify HCF and keep HCF indemnified against all losses, liabilities, expenses and costs (including legal costs) arising out of the provision (or non-provision) of any service provided to a Member, any negligent, fraudulent or criminal act or omission, wilful misconduct by You, Your employees, contractors or agents, or any breach of this Agreement by the You, except to the extent that any losses, liabilities, expenses and costs are caused by or contributed to by HCF's negligent, fraudulent or criminal act or omission or wilful misconduct.

## 10. TERM AND TERMINATION

- 10.1 This Agreement commences on the date HCF accepts Your offer to participate in the Program. Either party may terminate this Agreement without cause by giving the other party 21 days prior notice in writing.
- 10.2 HCF reserves the right to end or suspend its relationship with You in accordance with the Terms and Conditions.

## 11. MISCELLANEOUS

- 11.1 Assignment – This Agreement may not be assigned by You.
- 11.2 Relationship – This Agreement does not create or evidence a partnership, joint venture or a fiduciary relationship or the relationship of principal and agent between the parties.
- 11.3 Confidentiality – You agree to maintain in confidence the terms of this Agreement. You acknowledge that information disclosed by or learned from HCF under this Agreement is confidential information of HCF, and You must maintain that information in confidence and must not and must not permit any of Your employees, contractors or agents to use or disclose any of that information other than as contemplated by this Agreement without the prior written consent of HCF. This clause 11.3 does not apply to any information which is generally available to the public (other than as a result of wrongful disclosure by the receiving party), or required to be disclosed by law.
- 11.4 Survival – These terms and conditions, and in particular clauses 7, 9, and 11.3, will continue to be effective notwithstanding the termination or expiry of the Program or Your involvement with the Program.
- 11.5 Entire Understanding – This Agreement, with the Terms and Conditions, constitute the entire understanding of the parties with respect to the subject matter of this Agreement, and subject to the Australian Consumer Law, supersede any prior understanding, agreements, promises, negotiations or representations, whether written or oral.
- 11.6 Variation – This Agreement may be varied:
- (a) by HCF giving You 30 days prior notice in writing; or
  - (b) immediately upon written notice by HCF if necessary in order to comply with applicable law or regulatory action.
- 11.7 Governing law – The law of New South Wales governs this Agreement.

## 12. AUSTRALIAN CONSUMER LAW

- 12.1 To the extent that You acquire services under this Agreement as a 'Consumer' under section 3 of the Australian Consumer Law, HCF's liability for a failure to comply with a 'Consumer Guarantee' as defined under the Australian Consumer Law is limited to HCF (at its election):
- (a) resupplying the services; or
  - (b) paying the cost of having the services supplied again.

**MORE FOR TEETH PROGRAM****SCHEDULE A – WA**

Effective 1 January 2019

Item number	Services description	Maximum Charge	Maximum Benefit	Maximum item limit on any level of cover per person*
011	Comprehensive oral examination	\$63	\$63	Up to 2 of any of these items per year
012	Periodic oral examination	\$58	\$58	
013	Oral examination – limited	\$51	\$51	
022	Intraoral periapical or bitewing radiograph – initial film	\$41	\$41	Up to 4 per day
037	Panoramic radiograph	\$97	\$97	Up to 3 in any 5 year period**
111	Removal of plaque and/or stain	\$58	\$58	Up to 2 of any of these items per year
114	Removal of calculus – first visit	\$102	\$102	
115	Removal of calculus – subsequent visit	\$102	\$102	
121	Topical application of fluoride – one treatment	\$41	\$41	Up to 1 per year
151	Provision of mouthguard – indirect	\$143	\$143	Up to 2 per year

\*Some members may not receive the Maximum Benefit depending on their level of cover and/or their available entitlements.

\*\*Members can claim any combination of three of the following items in 5 year period - 037, 039 and 026. For the avoidance of doubt, only item 037 is covered by this Agreement.