

## 1. General

These Terms and Conditions set out the basis and conditions upon which nib recognises Providers for the purpose of paying Benefits.

In order to receive Benefits from nib, Providers must be granted recognition status by nib and satisfy the requirements, and meet nib's expectations set out in these Terms and Conditions. By submitting a Claim with nib, the Provider agrees to be bound by these Terms and Conditions.

## 2. Recognised Providers

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

- (a) the Provider is registered or holds a licence under relevant State or Territory legislation to provide the General Treatment sought;
- (b) the Provider has a current and valid Medicare provider number for each location where they engage in Private Practice;
- (c) in relation to Natural Therapy Providers, they have been recognised by an nib approved professional body;
- (d) the Provider's recognition status, first aid qualifications and professional indemnity insurance are all current and have been provided to nib by the Provider's professional body; and
- (e) the Provider is in Private Practice;
- (f) in relation to the Other Providers, they meet the nib recognition criteria determined by nib as appropriate for the goods or services they provide; and
- (g) the Provider satisfies all requirements and meets nib's expectations set out in these Terms and Conditions.

## 3. General requirements of recognised providers

Recognised Providers must comply initially and on an ongoing basis with the following requirements to receive Benefits from nib:

### Service Experience and Quality

nib's expectations are that Recognised Providers will:

- (a) provide services in premises that, in nib's opinion, meets the standards expected to be associated with the provision of the Recognised Provider's services;
- (b) maintain premises of their practice 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 the Provider's practice);
- (c) provide services with due care and skill as reasonably expected by someone in the Provider's profession with their level of expertise;
- (d) provide services in accordance with all standards, guidelines, obligations and legislation relevant to the Provider's profession and the services provided;
- (e) maintain first aid qualifications to ensure the health and safety of the Provider's patients;
- (f) protect the privacy of the Provider's patients' Personal Information and Sensitive Information in accordance with the Privacy Act 1998 (Cth) and relevant privacy legislation;
- (g) provide patients with a clear understanding of their rights and responsibilities, including clear access to a complaints

and dispute handling process approved by the Provider's registration board or professional association; and

- (h) make patients aware of the existence and role of the Commonwealth Ombudsman.

### Professional Integrity and Relationship Management

nib expect that the Recognised Provider will:

- (a) provide the treatment and/or services personally, and not allow any other person to provide treatment and/or services and invoice nib or nib Customers using the Recognised Provider's provider number;
- (b) only use the nib trademark, names and logos of nib 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 set out in these Terms and Conditions. Where English is not the Recognised Provider's first language, translation services will be at the Recognised Provider's cost, or Claims may not be payable;
- (e) undertake whatever continuing professional development is required by the Recognised Provider's relevant professional body or association relevant to the treatment and/or services the Recognised Provider is providing to nib Customers;
- (f) maintain current professional indemnity insurance as well as public and product liability insurance to a minimum value of AUD\$1 million per claim for the treatment the Recognised Provider provides to nib Customers and provide nib with a certificate of such insurance upon request;
- (g) answer any reasonable request by nib for access to customer records, either for the purpose of determining the eligibility of the service, or the legitimacy of a Claim;
- (h) obtain the consent of nib Customers who utilise the Recognised Provider's professional services to the collection of their Personal Information and opinions as set out in these Terms and Conditions; and
- (i) Inform nib and relevant parties (such as the Recognised Provider's professional body, Medicare, HICAPS) as soon as possible, and in any case within 5 working days, of any change to the Recognised Provider's :
  - i. Practice address/es;
  - ii. Mailing Address/es;
  - iii. Bank Account details; or
  - iv. the nature of the professional services they provide, including if the Recognised Provider's membership or registration status with any registration board or professional body is altered or withdrawn for any reason.

nib will:

- (a) not interfere with the Recognised Provider's independence and right to practice;
- (b) respect the Recognised Provider's privacy. and
- (c) give the Recognised Provider the right of reply should problems arise

The Recognised Provider consents to nib:

- (a) providing contact details of the Recognised Provider to nib Customers;

- (b) publishing information and opinions about the Recognised Provider's professional services that is obtained from the nib Customer Feedback Survey or otherwise, on [www.whitecoat.com.au](http://www.whitecoat.com.au);
- (c) monitoring claiming patterns and informing the Recognised Provider of any significant variances in the Recognised Provider's claiming patterns; and
- (d) rejecting 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 nib to provide the correct Benefits to nib Customers for the services the Recognised Provider provides, nib requires that receipts and invoices are provided in accordance with this clause. Failure to do so may result in unnecessary delays or even the rejection of the Claim.

The Recognised Provider must not allow any locum, colleague, employee or any other person to issue receipts for treatment or services in the Recognised Provider's name other than for treatment or services actually performed by that Recognised Provider. 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 service separately.

1. All Recognised Providers must 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 individual 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 the Provider of that treatment and/or services, or their 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.
2. Electronic claims must be submitted no more than 3 days after the Recognised Provider provides the treatment and/or services to the nib Customer.

3. Electronic claiming facilities must be used properly and in accordance with the applicable terms for use of those facilities.
4. nib Benefits are not payable in the following circumstances:
  - (a) treatment or services performed by the Recognised Provider to themselves, to family members, to business partners 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 the payment of 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 nib Customer that is not up-to-date with payment of their premiums;
  - (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; or
  - (q) more than one consultation or attendance by the Recognised Provider on any single day. Multiple services or treatment on the same day attract one service or treatment Benefit only.

## 4. Cover for all nib customers

As a condition of participation the Recognised Provider agrees to service all nib Customers. In the event that a Recognised Provider proposes to provide dental treatment to an nib Customer who is an international student or worker the Recognised Provider must submit a treatment plan detailing all proposed services and fees as well as any applicable x-rays and photos prior to providing treatment. These treatment plans may be submitted directly to nib at [internationalbenefits@nib.com.au](mailto:internationalbenefits@nib.com.au). The full procedure for providing treatment is available upon request.

## 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 the Recognised Provider's profession.

2. Records must be accurate and current, and sufficient for nib to be able to confirm that the Recognised Provider has 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 the Recognised Provider 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 or commonwealth privacy legislation and nib's privacy policy when handling Sensitive Information and Personal Information relating to nib Customers. nib's privacy policy is available at [www.nib.com.au/privacy](http://www.nib.com.au/privacy)

nib is committed to protecting the Provider's privacy and any Personal Information nib collects from the Recognised Provider. The Recognised Provider agrees that nib can provide nib Customers, either verbally or in writing (including on nib's webpage) with the Provider's name, practice address, contact number(s), practice details, charging information and all other information collected from an nib Customer Feedback Survey or [www.whitecoat.com.au](http://www.whitecoat.com.au)

## 7. Ending or suspending recognised provider's recognition

nib may suspend or end its recognition of a Recognised Provider by suspending or terminating this agreement with immediate effect if one or more of the following occurs:

1. the Recognised Provider fails to satisfy a requirement or expectation set out in these Terms and Conditions; or
2. the Recognised Provider's professional body finds that the Recognised Provider has committed a breach of a professional standard, guideline, code of conduct, law, regulation, policy, ethics statement, that applies to the practice of the Recognised Provider's profession or it is investigating the Recognised Provider; or
3. the Recognised Provider ceases to be recognised by their professional body; or
4. the Recognised Provider ceases to meet the criteria deemed by nib as the minimum requirement for the Recognised Provider's treatment or service type;
5. no nib Customer has made a claim for Benefits for treatment and/or services that the Recognised Provider provides for 2 years; or
6. the Recognised Provider engages in any type of fraudulent or misleading behaviour or nib has reasonable grounds for suspecting that the Recognised Provider has engaged in that behaviour.

The Recognised Provider or nib may terminate this agreement without cause by giving 30 days' notice in writing to the other party. This termination by notice does not affect any claim either the Provider or nib may have against the other arising out of this agreement at the date of the termination.

If nib suspends this agreement, nib will not pay any Benefits for any Claims made by nib Customers for treatment and/or services provided by the Provider during the period of suspension.

If this agreement is terminated the Provider will no longer be a Recognised Provider and nib will not pay any Benefits for any Claims made by nib Customers for the treatment and/or services provided by the Provider from the date this agreement ends.

## 8. Fraudulent behaviour and auditing by nib

Although the vast majority of Recognised Providers do the right thing, there are a small number that do not. nib has a zero tolerance policy for fraudulent behaviour. Fraud occurs when a Recognised Provider submits misleading or false information, or withholds relevant claiming information in order to gain a financial advantage for themselves or another person. In Australia, fraud accounts for a significant proportion of reported crime and costs Australians billions of dollars each year. Some examples of potential fraud against private health insurance include, but are not limited to;

- (a) inaccurate recording of treatments, services or procedures to maximise the Provider's payment
- (b) creating or providing false documentation
- (c) altering accounts to increase financial benefits
- (d) an agreement between an nib Customer and a Recognised Provider to claim fraudulently
- (e) claiming for services or treatments that were not provided
- (f) unrecognised providers claiming using the details of a registered provider

nib may audit Recognised Providers. If requested by nib, Recognised Providers must, at their cost, provide nib with copies of documents and records relating to any Claims within 7 days of the request. If any documents are not in English, the Recognised Provider must arrange for the translation of those documents at their cost. nib may visit the premises on which a Recognised Provider's practice is located during business hours to inspect, or take copies of, documents and records relating to any Claims. nib must provide at least 7 days' notice prior to the visit and the Recognised Provider must give nib access to the premises and requested documents.

## 9. Reporting fraud

Health insurance fraud increases premium costs and keeps rebates low. If a Recognised Provider suspects fraud has been committed either by a nib Customer or another Recognised Provider, please notify nib. The Recognised Provider may choose to identify themselves or remain anonymous. Call nib on the toll free hotline on 1800 175 377 or by email at [providers@nib.com.au](mailto:providers@nib.com.au)

## 10. Amendments

nib may amend these Terms and Conditions at any time by giving Recognised Providers notice on nib's website.

## 11. Glossary

**Benefit** means an amount of money payable by nib to, or on behalf of, an nib Customer, in respect of approved expenses

incurred by an nib Customer 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.

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

**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.

**Natural Therapy Providers** means Providers of natural therapy treatment that provide treatment during a consultation with an nib Customer as approved by nib from time to time, including but not limited to, Providers listed as providing natural therapy treatment in the Product Schedules to the nib Fund Rules.

**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 private health insurer under the Private Health Insurance Act 2007(Cth).

**nib Customer** means a policyholder of nib (or anyone named on the policy) who is eligible to receive Benefits. This includes customers of nib Options, policyholders who are Australian residents, international students or international workers, and policyholders of Apia health insurance, Qantas Assure health insurance and policies of other health insurance brands underwritten by nib.

**nib Customer Feedback Survey** means nib's survey of nib Customers to request feedback regarding their General Treatment experience. This includes surveys asking nib Customers about the likelihood that the nib Customer would recommend a Provider.

**Other Provider** means Providers that supply goods or health management programs.

**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 provider of General Treatment.

**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 (e.g. 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.

**www.whitecoat.com.au** means an online web service that will allow all Australians to search and compare Providers. Australians can search for Providers by type and location and compare Providers by nib Customer advocacy scores and service charge scores.

## 12. Contact us

For further information, please contact nib Provider Relations:

Email [providers@nib.com.au](mailto:providers@nib.com.au)

Phone **1800 175 377**

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