CBHS | Health Cover for the CommBank Family

Terms and Conditions

For CBHS Health Recognised Providers of Extras Services

Effective Date: 29 July 2026

1. General

1.1 These Terms and Conditions set out the conditions upon which CBHS Health Fund Limited (CBHS) recognises Providers for the purpose of paying Benefits for Extras Services. In order to receive a payment from CBHS, Providers must be recognised by CBHS as a Recognised Provider.

1.2 Classification as a Recognised Provider is at the absolute discretion of CBHS and is subject to the Provider satisfying the requirements of these Terms and Conditions, CBHS Health Benefit Fund Rules (Fund Rules) and any other agreements with CBHS, including CBHS Choice Network Terms and Conditions (where applicable), and/or any other agreements with third parties which process electronic health claims such as CommBank Smart Health, HICAPS or HealthPoint (**Agreements**).

1.3 By accepting a payment from CBHS on behalf of a Member or facilitating a claim for Benefits by a Member, a Recognised Provider, and any person who assists the Recognised Provider in the administration of their business, agrees to be bound by these Terms and Conditions. A Recognised Provider must take all reasonable steps to ensure that any such person is made aware of, and complies with, these Terms and Conditions.

1.4 The Terms and Conditions commence on the date a claim is first made for Benefits for Extras Services provided by the Recognised Provider to a Member and end in accordance with these Terms and Conditions.

1.5 If Recognised Provider is unable to comply with these Terms and Conditions whilst also complying with a standard, policy, code or guideline concerning clinical or patient records published by the Professional Body or regulatory organisation(s) representing the Recognised Provider's health profession (Professional Standards), then the Professional Standards take precedence but only to the extent of any inconsistency with these Terms and Conditions.

1.6 These Terms and Conditions are governed by the laws of the State of New South Wales (NSW) and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of NSW and any courts entitled to hear appeals from those courts.

1.7 Words or expressions with initial capitals in these Terms and Conditions have the same meaning as in the Definitions in clause 18, Private Health Insurance Act 2007 (Cth) and/or Fund Rules.

2. Recognised provider

2.1 CBHS may recognise a Provider as a Recognised Provider if, at the time of recognition and on a continuing basis:

(a) the Provider is a health professional, a supplier of health services or similar that provides Extras Services in Private Practice in Australia; and

(b) the Provider holds all necessary registrations, licences or approvals under any relevant State or Territory legislation to provide the Extras Services, including in relation to the premises from which the treatment, goods or services are to be, or are being, provided; and

(c) the Provider is professionally qualified and is a member of a Professional Body recognised by CBHS; and

(d) the Provider satisfies any other criteria as required by CBHS under an Agreement; and

(e) the Provider is not suspended, terminated or otherwise not recognised by CBHS; and

(f) the Provider is compliant with all other requirements of the *Private Health Insurance (Accreditation) Rules 2011*, as amended or replaced from time to time.

3. Recognised provider's obligations

3.1 Recognition by CBHS is a requirement for the payment of Extras Benefits by CBHS to a Recognised Provider. A Recognised Provider must:

(a) comply with all standards, guidelines, obligations, policies, codes of conduct and legislation relevant to the Recognised Provider's profession and the Extras Services provided to a Member; and

(b) if reasonably requested, provide CBHS with evidence of all relevant permissions, approvals, accreditations, qualifications, memberships, licences, certifications and other forms of recognition at no charge to CBHS; and

(c) provide the Extras Services with due care and skill as reasonably expected of a Provider in their profession with their level of expertise; and

(d) prior to providing the Extras Service, obtain both the Member's informed consent and informed financial consent to receive the Extras Service, and to any out-of-pocket costs they may incur; and

(e) continuously hold current professional indemnity insurance of at least $2 million per claim, along with public and product liability insurance of at least $5 million per claim, expressly for the provision of Extras Services and the locations at which the Recognised Provider provides Extras Services to Members; and

(f) provide CBHS with a certificate of insurance upon request; and

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(g) not allow locums, colleagues, students, assistants, employees or any other person to perform the Extras Services and/or use or invoice Members using the Recognised Provider's provider number without the prior written consent of CBHS; and

(h) not retain possession of a Member's membership card;

(i) ensure that where a CBHS membership card (physical or digital) is presented for the purpose of electronic claiming, the person who received the Extras Services is listed on the CBHS membership card; and

(j) comply with any reasonable request from CBHS at no charge including changing a behaviour which appears to be irregular or explaining any inconsistencies, irregularities, and anomalies; and

(k) comply with the terms of an Agreement; and

(l) not engage, participate in, or facilitate any conduct which, in the reasonable opinion of CBHS, is considered or suspected to be false, fraudulent or misleading; and

(m) repay any Benefits or monies paid to the Recognised Provider where CBHS reasonably determines that the Recognised Provider, or the Member who received the Extras Services, was not entitled to them under these Terms and Conditions, the Fund Rules or an Agreement, within 14 days of CBHS' written request. The Recognised Provider agrees that any such amounts may be deducted from any other Benefits or monies payable to the Recognised Provider by CBHS; and

(n) not use any of CBHS name, logos or trademarks, including representing that the Recognised Provider is endorsed by CBHS, without CBHS' express written consent; and

(o) ensure that the Recognised Provider, or a person acting on the Recognised Provider's behalf, is able to communicate effectively in both written and spoken English with CBHS, Members and emergency services; and

(p) provide invoices, receipts and any other relevant documentation in English and in accordance with the requirements set out in these Terms and Conditions; and

(q) ensure the safety and quality of goods used to provide the Extras Services obtained from outside Australia, and ensure that such goods comply with applicable Australian standards; and

(r) comply with the Australian Consumer Law, and, in relation to goods used to provide the Extras Services obtained from outside Australia, ensure such goods have a returns policy; and

(s) not discriminate against Members because they hold a private health insurance policy with CBHS, including by charging Members more than the usual charge that the Recognised Provider has set for providing their goods or services; and

(t) satisfy the standards in the Private Health Insurance *(Accreditation) Rules 2011*, as amended or replaced from time to time; and

3.2 A Recognised Provider must notify CBHS as soon as practicable, and in any event within 5 business days, if:

(a) A claim for Extras Benefits has been made in error;

(b) They have not complied with any of their obligations under clause 3.1;

(c) the Recognised Provider's Professional Body or any other authority of competent jurisdiction is investigating the Recognised Provider in relation to allegations that they have committed a breach of a Professional Standard, guideline, code of conduct, law, regulation, policy or ethics statement, that applies to the practice of the Recognised Provider's profession, or has placed restrictions, conditions or limitations on the Recognised Provider's registration or membership with the Professional Body; or

(d) there is any material change in the way they provide Extras Services to Members or any other information which could impact on their recognition as a Recognised Provider with CBHS.

3.3 A Recognised Provider agrees CBHS is authorised to:

(a) make enquiries of any Professional Body regarding the Recognised Provider's professional education and qualifications and/or professional and ethical conduct including any applications for membership, accreditation, registration, licensing, certification or other form of recognition, whether such application was successful or not, and whether such application was withdrawn or not. A Recognised Provider further consents to and authorises any such body to release to CBHS copies of all documentation, applications or reports related to those enquiries;

(b) release any information received under clause 3.3(a) to an independent third party for assessment; and

(c) advise a Member who has been treated by the Recognised Provider within the previous 12 months of any information received under clause 3.3(a) and inform them that the Provider is no longer a Recognised Provider with CBHS; and

(d) inform and disclose reasons to the Recognised Provider's Professional Body that CBHS has ceased to recognise the Recognised Provider.

4. Payment of benefits

4.1 CBHS must pay Benefits for Extras Services provided by a Recognised Provider to a Member if:

(a) benefits are payable to the Member under the Fund Rules; and

(b) the Recognised Provider has complied with these Terms and Conditions and an Agreement; and

(c) the circumstances in clause 5 do not apply; and

(d) the Member has lodged an eligible claim for the Extras Services or the Recognised Provider has submitted an eligible claim electronically and directly to CBHS; and

(e) the Recognised Provider has obtained the Member's consent for CBHS to access the Member's Patient Records held by the Recognised Provider for audit and assessment purposes in accordance with clause 8.

5. When CBHS may not pay a benefit

5.1 CBHS will not pay Benefits for Extras Services provided by a Recognised Provider in the following circumstances:

(a) the Member is not entitled to Benefits under the Fund Rules; or

(b) the Recognised Provider has breached their obligations under these Terms and Conditions or an Agreement; or

(c) the Member is entitled to compensation or recovery from a third party (for example, workers compensation, third party insurance and public liability) for the Extras Services already performed; or

(d) the Extras Services were provided prior to the date the Provider became a Recognised Provider; or

(e) the Member is in arrears with premium payments or is otherwise not covered under a private health insurance policy with CBHS as at the date of service; or

(f) the Extras Service has not been provided to the Member on the date of service; or

(g) the Extras Services have not been provided in a Private Practice, in person in Australia to the Member and CBHS has not authorised in writing the Recognised Provider to deliver Extras Services in another manner; or

(h) the account, invoice or receipt provided to CBHS to support the claim's details have been altered; or

(i) the Member is eligible to receive payment for the Extras Service from another source, including Medicare, for all or part of the Extras Services; or

(j) the Member has received more than one Extras Service from the same Recognised Provider on the same day, in which case CBHS may only pay a Benefit for the first eligible claim received by CBHS, unless CBHS determines otherwise; or

(k) the Extras Services are illegal or otherwise do not comply with the *Private Health Insurance Act 2007 (Cth)*; or

(l) the Extras Services do not meet the standards for treatment specified in the *Private Health Insurance (Accreditation) Rules 2011*; or

(m) the goods and/or services provided by the Recognised Provider are not an Extras Services to which Benefits may be payable and/or are not treatment of a specific health condition; or

(n) the Extras Services are deemed by CBHS, after receiving independent medical or clinical advice, to be inappropriate, not reasonable , or experimental; or

(o) the Extras Services are not recognised by CBHS or are otherwise not permitted by law (for example, the dispensing of herbs and supplements or writing reports); or

(p) the Extras Services were not provided by a Recognised Provider personally; or

(q) the claiming Member is also the Recognised Provider or the Recognised Provider's partner or immediate family member or is employed by or is a business partner at the same practice as the Recognised Provider or is not independent of the Recognised Provider's practice; or

(r) if in the reasonable opinion of CBHS, a Recognised Provider has committed or participated in any fraudulent or misleading activity in relation to the provision of an Extras Services; or

(s) the Recognised Provider has been terminated or suspended by CBHS in accordance with these Terms and Conditions.

6. Receipts and invoices

6.1 Recognised Providers who provide Extras Services to a Member must issue invoices and receipts to that Member on the Recognised Provider's official letterhead, that are a true and accurate representation of the Extras Services provided and must include:

(a) the individual Recognised Provider's full name, provider number, company name, trading name, ABN and/or ACN as applicable; and

(b) an Australian address at which the Recognised Provider operates and the email and telephone number at that address; and

(c) Member's full name and address; and

(d) the date that the Extras Services were provided to the Member, the location where the Extras Services were provided, if different from the Recognised Provider's address under clause 6.1(b) and whether they provided mobile or telehealth services; and

(e) clear, itemised description and cost of the Extras Services and, where an industry schedule exists for the Extras Services, clearly itemised private health insurance claiming codes; and

(f) body part identification (for example, tooth identification Details of the amounts paid and outstanding balances; and

(g) the date the invoice or receipt was issued; and

(h) details of the amounts paid and outstanding balances; and

(i) the word "duplicate" or "copy" if any duplicate invoices or receipts are issued; and

(j) the word "quote" or "estimate" if the document provided is a quote and not the final invoice or receipt.

6.2 A Recognised Provider must not act as an agent and submit claims on a Member's behalf except where agreed with CBHS in writing, and in the use of electronic claiming platforms such as CommBank Smart Health, HICAPS or HealthPoint.

6.3 A Recognised Provider must retain true copies of all invoices and receipts for at least 7 years from the date of the Extras Services, or longer where required by law. A Recognised Provider acknowledges that some receipts are thermal receipts (such as HICAPS and HealthPoint receipts) and are susceptible to damage due to exposure to heat, light, moisture and plastics, and agrees to ensure the proper preservation of these receipts for at least 7 years from the date of the Extras Services.

7. Patient records

7.1 A Recognised Provider must maintain accurate and understandable patient records of each Extras Service provided to a Member at the time of providing the Extras Services or as soon as practicable afterwards, which include:

(a) the Member's details (including full name, date of birth, gender, address and contact details); and

(b) the date and time of each Extras Service and all procedures conducted; and

(c) the nature of the Extras Service; and

(d) the nature of the Member's illness or condition, symptoms and reason for seeking the Extras Service; and

(e) any improvements, baseline measure and outcomes reached; and

(f) the Member's relevant medical or health history and nature of the Member's health management program (if any); and

(g) the Member's consent to receive the Extras Service, and

(h) the Recognised Provider must be easily identified as the treating practitioner.

7.2 A Recognised Provider must maintain diagnostic instruments, records and models related to the Extras Services provided to Members including x-rays, scans, photographs, plaster casts and study moulds. If Recognised Providers supply goods that have been specifically fabricated or customised for the sole use of a Member, the Recognised Provider must retain a copy of any order forms and supplier invoices that relate to those goods including dentures, dental crowns, bridges, custom made orthoses and optical lenses.

7.3 A Recognised Provider must keep the Patient Records for a minimum of 7 years from the date of the Extras Services or where the patient was under 18 years of age at the time of treatment, until the patient reaches 25 years of age, or longer where required by applicable law.

7.4 A Recognised Provider must regularly back up electronic Patient Records with a duplicate copy stored securely off-site.

7.5 A Recognised Provider must maintain Patient Records in English or if they are maintained in another language and are requested by CBHS, they must be translated at the Recognised Provider's expense.

7.6 Recognised Providers must ensure that the Patient Records are, on request by CBHS, made available within ten business days of any request under this clause 7.

8. Audit

8.1 A Recognised Provider must make available, at their cost, to CBHS any information or documents relating to a Member including receipts or invoices issued for Extras Services, Patient Records and details of any goods ordered or supplied as part of the Extras Services (including but not limited to lenses, frames, dental implants, hearing aids, mouthguards, splints and custom made orthotics, etc) within ten business days of written request from CBHS.

8.2 The Recognised Provider must ensure that it has all necessary consents required to enable it to comply with this clause 8.

8.3 Failure to comply with audit requests and/or supply the requested information for auditing purposes may result in CBHS imposing conditions on, suspending or terminating a Recognised Provider's status as a Recognised Provider in accordance with clause 11.

9. Indemnity

9.1 Recognised Providers are liable for and agree to defend, indemnify and hold harmless CBHS against:

(a) all Losses (as defined below) suffered by CBHS; and

(b) all liabilities incurred by CBHS; and

(c) all reasonable costs payable by CBHS to its own legal representatives, as a result of, arising from or in connection with any breach by the Recognised Provider of any material provision of these Terms and Conditions or an Agreement, except and to the extent that the Loss, liability, or cost was caused or contributed to by CBHS.

For the purposes of this clause 9.1, **"Loss"** means any loss, liability, damage, cost, expense, charge, claim, action, proceeding, judgment, penalty, fine or compensation, including all reasonable legal and professional costs and expenses, whether direct, indirect, consequential, howsoever arising.

9.2 Each party must take reasonable steps to mitigate any Loss it suffers or incurs arising from or in connection with a breach of these Terms and Conditions or an Agreement.

10. Privacy

10.1 A Recognised Provider must comply with relevant privacy and health records legislation, including the *Privacy Act 1988*, the Australian Privacy Principles and any applicable State or Territory health records legislation, as amended from time to time, in relation to the Member's personal information. Recognised Providers must notify CBHS within 48 hours if they reasonably believe that they have experienced an Eligible Data Breach (as defined in the *Privacy Act 1988 (Cth)*) affecting a Member, or have breached this clause or there has been an unauthorised access or loss or disclosure of a Member's personal information.

10.2 A Recognised Provider consents to CBHS, and third parties on CBHS's behalf, including but not limited to CommBank Health, collecting, storing, using and disclosing the Recognised Provider's personal information (as defined in clause 18) for the purposes set out in this clause 10 and these Terms and Conditions. CBHS will handle the Recognised Provider's personal information in accordance with the Privacy Act 1988 (Cth) and CBHS' Privacy Policy. This includes disclosing the personal information to third parties, including contractors, service providers and professional advisers of CBHS, and publication on the CBHS website, mobile app and other promotional platforms supported or sponsored by CBHS.

This information may be used to inform Members of the Recognised Provider's status and eligibility for Extras Services, and for other purposes reasonably connected with these Terms and Conditions, such as assessing and verifying claims, internal administration, risk management and compliance with legal obligations.

10.3 CBHS' Privacy Policy explains how CBHS collects, uses, discloses, and keeps and secures personal information including how to opt out from direct marketing, how to request access to, and a correction of, the Recognised Provider's personal information or how to complain about a privacy breach. For a copy of CBHS' Privacy Policy, call our Member Services team on 1300 654 123 or go to www.cbhs.com.au/privacy-policy

11. Imposing conditions, suspending or terminating the provider's status as a recognised provider

11.1 CBHS may immediately impose conditions, suspend or terminate a provider's status as a Recognised Provider (including all provider numbers associated with the Recognised Provider) by providing written notice if one or more of the following occurs:

(a) the Recognised Provider commits a breach of any of the provisions of these Terms and Conditions or an agreement and after receiving notice of the breach, the Recognised Provider fails to rectify the breach within 7 days; or

(b) CBHS reasonably considers that a Recognised Provider has, or has potential to bring into disrepute CBHS' brand, reputation or status; or

(c) there has been no claim made in the last 24 months by a Member for Benefits in relation to an Extras Service provided by the Recognised Provider; or

(d) CBHS reasonably considers that imposing conditions, suspension or termination of this agreement is necessary for the financial integrity and/or reputation or goodwill of CBHS; or

(e) the Recognised Provider ceases to be registered by, or be a member of, a Professional Body or meet any criteria required to be a Recognised Provider by CBHS under these Terms and Conditions or an Agreement; or

(f) the Recognised Provider does not comply with any law (including if the Recognised Provider is convicted of a crime); or

(g) a Professional Body or court finds that the Recognised Provider has committed a breach of a professional standard or provided a service that is unnecessary, not reasonably required, or excessive; or

(h) CBHS believes in its reasonable opinion, that a Member or Member's safety may be at risk; or

(i) a Recognised Provider allows other persons to use their provider number without the Recognised Provider having provided the Extras Service.

11.2 CBHS may impose conditions, suspend or terminate a Recognised Provider's access to electronic claiming (such as CommBank Smart Health, HICAPS or HealthPoint) immediately where it finds that the Recognised Provider is not complying with any of the terms of an Agreement or these Terms and Conditions.

11.3 If CBHS suspends the provider's status as a Recognised Provider, the Provider will not be a Recognised Provider during the period of suspension and CBHS will not pay any Benefits for any claims made by Members for Extras Services provided by that provider during the period of suspension.

11.4 If an Agreement or these Terms and Conditions is terminated, the Provider will no longer be a Recognised Provider and CBHS will not pay any Benefits for any claims made by a Member for Extras Services provided by that provider from the date upon which the termination came into effect.

11.5 CBHS may disclose the details of any complaints or allegations received about a Recognised Provider to any relevant Professional Body.

11.6 If CBHS has imposed conditions, terminated or suspended a Provider's status as a Recognised Provider, the Recognised Provider must provide full and transparent disclosure of all the relevant circumstances and obtain the Member's fully informed consent including an acknowledgment they will not be able to claim benefits before providing any Extras Services to that Member. This clause survives the termination of an Agreement or these Terms and Conditions.

12. Dispute resolution

12.1 If a dispute arises in connection with these Terms and Conditions, a party may give written notice to the other party describing the dispute.

12.2 Within 10 business days after receipt of the notice, the parties must meet and use reasonable endeavours to resolve the dispute in good faith, including by escalating the dispute to a senior representative of each party if initial discussions are unsuccessful.

12.3 If the dispute is not resolved within 20 business days after the notice is given, either party may refer the dispute to mediation administered by the Australian Disputes Centre (ADC) in accordance with the ADC Guidelines for Commercial Mediation, the costs of which shall be shared equally between the parties, or if mediation fails or either party declines to mediate, commence court proceedings.

12.4 Nothing in this clause prevents a party from seeking urgent interlocutory or injunctive relief from a court of competent jurisdiction.

12.5 Despite the existence of a dispute, each party must continue to perform its obligations under these Terms and Conditions to the extent possible.

13. Lodging an appeal

13.1 If a Provider wishes to appeal against de-recognition, they must do so immediately and in writing. CBHS may elect, at its absolute discretion, to not consider appeals from a Provider if received more than 7 days after CBHS notifies a Recognised Provider of a breach of an Agreement or these Terms and Conditions.

13.2 CBHS will aim to provide a response to the appeal within 7 days of receipt. Should CBHS require further time, the Provider will be advised of the expected timeframe within 7 days of receipt. The Provider's recognition as a Recognised Provider will be suspended during the appeal process.

13.3 CBHS will notify the Provider of its final decision in writing. If a Provider is not satisfied with the response, they can write to or contact an external dispute resolution scheme e.g. the Private Health Insurance Ombudsman.

14. Modern slavery

14.1 The Recognised Provider must ensure that they do not engage in any conduct or omission which may contravene any Modern Slavery Laws and that they conduct their business in a manner that is consistent with Modern Slavery Laws. A Recognised Provider must notify CBHS as soon as practicable, and in any event within 5 business days, where it becomes aware of a potential, suspect-ed or actual breach of this clause 14.

14.2 A Recognised Provider must implement due diligence procedures for its own suppliers, and other persons in their supply chain to identify the risk of modern slavery in its supply chains.

14.3 The Recognised Provider warrants that they have not been investigated, convicted or made the subject of any inquiry or en-forcement of any offence involving the Modern Slavery Laws, modern slavery and/or human trafficking.

15. Changes or additions to terms and conditions

15.2 A Recognised Provider agrees to regularly check the CBHS website at www.cbhs.com.au to see the most current version of the Terms and Conditions.

15.3 By continuing to access or use the relevant products or services after the effective date of the updated Terms and Conditions or by accepting payment from CBHS (whichever occurs earlier), you are taken to have accepted those changes.

15.4 If any changes to these Terms and Conditions are likely to have a detrimental impact on a Recognised Provider's rights or obligations, CBHS will provide at least 30 days' prior notice of the change. Notification may be given by publishing a notice on the CBHS Provider page on the CBHS website, on an industry website, and/or by notifying the relevant Professional Body.

15.5 CBHS may impose additional terms and conditions on a particular Recognised Provider by providing that Recognised Provider with the additional terms and conditions in written form.

16. Reporting fraud

If a Recognised Provider suspects that a person or group is engaging in fraud relating to a CBHS membership, they must contact the CBHS investigations team on 1300 654 123 or email investigate@cbhs.com.au. Any reports made under this clause may be done so anonymously.

17. Definitions

Agreement has the same meaning as set out in clause 1.2.

Benefit has the same meaning as set out in the Fund Rules.

CBHS means CBHS Health Fund Limited ACN 087 648 717.

CommBank Health means Commonwealth Bank of Australia ABN 48 123 123 124, trading as CommBank Health.

Effective Date means the date these Terms and Conditions come into effect and include the date any amended or replaced terms come into effect.

Extras Services means services for which an Extras Benefits may be payable in accordance with the Fund Rules.

Fund Rules means CBHS Health Benefit Fund Rules available at https://www.cbhs.com.au/fund-rules and which determine a Member's eligibility for Benefits.

Loss has the meaning given to it in clause 9.1.

Member has the same meaning as set out in the Fund Rules.

Modern Slavery Laws means any law which prohibits modern slavery and which is applicable or otherwise in force in the jurisdiction in which CBHS is registered or conducts business or in which activities relevant to the agreement are to be performed, or which imposes modern slavery reporting obligations on one or both of the parties to this agreement, including the *Modern Slavery Act 2018 (Cth)* as amended from time to time.

Patient Records means the records set out in clauses 7.1 and 7.2.

Personal information has the same meaning as defined in the *Privacy Act 1988 (Cth)*, and includes Health Information as defined in the *Health Records Act 2001 (Vic)*, as amended from time to time.

Private Practice means a professional practice, being a professional practice (sole, partnership, proprietary limited, publicly listed, joint venture, trust or group) in Australia that is self-supporting primarily through fees received from patients. This means that the practice's expenses are not provided or subsidised by any publicly funded facility such as by Commonwealth or State government, local government, a public hospital, community health centre, a university or government-funded healthcare facility.

Professional Body means any educational institution, professional association, registration body or board, government department or agency, statutory, semi-government or other body, court, commission, committee or board relevant to the Recognised Provider's profession.

Provider means a medical practitioner or any person who provides Services.

Recognised Provider means a Provider who meets the requirements in clause 2 of these Terms and Conditions.

Recognised Provider's personal information means provider number, provider type, provider name, provider phone, provider fax, business name, business address, phone, fax and public email, notification email, business website, modality/specialisation, preferred provider options and gap scheme participation, and any other personal information (as defined in the *Privacy Act 1988 (Cth)*) relating to the Recognised Provider in their capacity as a provider of Benefits.

Terms and Conditions means the agreement between the Recognised Provider and CBHS which includes the terms and conditions in this document and, where applicable, the CBHS Choice Network Terms and Conditions.