

# HBF Approved Provider Terms and Conditions



The following HBF Approved Provider Terms and Conditions (**Terms**) apply where a provider agrees to provide General Treatment to Members or where an agreement states that the HBF Approved Provider Terms and Conditions apply.

## 1 Application

- (a) Where a document refers to HBF Approved Provider Terms and Conditions or the HBF Ancillary Provider Requirements document, this means these Terms.
- (b) When You accept any payment of Benefits from HBF on behalf of a Member or where a Member claims a Benefit from HBF for any General Treatment provided by You, You agree to be bound by these Terms. By making a payment of Benefits for any General Treatment provided by You, HBF agrees to be bound by these Terms with respect to You.
- (c) These Terms do not apply to any provider who has a participating provider or Member Plus Agreement with HBF, unless specifically stated in that agreement.

## 2 Approved Providers

Benefits are not payable to you by HBF for General Treatment provided by You unless HBF has registered You as an **Approved Provider**. To be an Approved Provider, You must:

- (a) hold all necessary registrations, licences or approvals under relevant State or Territory legislation to render the relevant General Treatment You provide, including in relation to the premises from which the General Treatment is to be, or is being, provided;
- (b) comply with all other requirements of the *Private Health Insurance (Accreditation) Rules 2011* (Cth);
- (c) be a health professional or a supplier of health services, who provides General Treatment in Private Practice;
- (d) comply with any other additional requirements or criteria that HBF reasonably considers necessary or desirable;
- (e) not have had your status as an Approved Provider suspended or terminated by HBF under clause 13; and
- (f) meet HBF's expectations, as set out in these Terms.

Your registration as an Approved Provider applies to all locations, within Australia and the Norfolk Islands, at which you practice unless you or HBF advise otherwise.

## 3 Approved Provider's General Obligations

You must comply with the following requirements to remain an Approved Provider:

- (a) You must:
  - (i) comply with all laws and ethical standards relevant to the practice of Your profession and any General Treatments provided by You to Members, including all applicable standards, guidelines, obligations, policies or codes of conduct (whether voluntary or otherwise) as set out by any professional association to which You belong;
  - (ii) provide evidence, on request, of all relevant registrations, accreditations, qualifications, certifications, permissions or any other forms of recognition applicable to the practice of your profession;
  - (iii) on request provide evidence including Patient Record of any General Treatment provided by You to Members;
  - (iv) undertake in a diligent and professional manner the provision of General Treatment to Members and maintain the quality of such treatments, goods or services;

- (v) ensure that any Member who receives General Treatment from You is not charged more for that service than any other patient who you treat. This subclause is not intended to apply to patients who are members of other health funds where you have entered into an agreement (**Negotiated Agreement**) with that health fund about the fees you may charge for General Treatment provided to its members;
  - (vi) continuously hold professional indemnity, public liability and product liability to the minimum value required by Medicare, Australian Regional Health Group or any professional association or body to which You belong (as applicable);
  - (vii) not, and must procure that your practice manager, staff and other associated personnel do not:
    - (A) enter into any conduct or activities that might reasonably be regarded as harming HBF, its name or reputation;
    - (B) become involved in any situation which will bring HBF into public disrepute, contempt, scandal or ridicule; or
    - (C) actively incite, recommend or encourage patients to change health insurance funds;
  - (viii) promptly advise HBF of any event or occurrence that You are aware of which may reasonably be expected to lead to a complaint about HBF from any person;
  - (ix) not provide information to HBF which is false or misleading; and
  - (x) not mislead or deceive HBF in any other manner including by failing to provide true and full information at any time.
- (b) You must notify HBF as soon as possible, and in any case within fourteen calendar days, of any change to Your practice location (including if you cease to practice at a location), email address, telephone number or postal address.
  - (c) You must promptly notify HBF immediately if You become aware of:
    - (i) any disciplinary action or investigation commenced or threatened against You by AHPRA, Medicare, ARHG or any professional association or body to which You belong; and
    - (ii) any restrictions, limitations or conditions placed on You by any such authorities, associations or bodies that affects the practice of Your profession and any General Treatments provided by You to Members.
  - (d) These Terms must not interfere with Your clinical decision making.

#### 4 **Payment of Benefits**

- (a) HBF will pay Benefits for General Treatment provided by You to Eligible Members if:
  - (i) the General Treatment is provided in Private Practice in accordance with the Fund Rules;
  - (ii) You have complied with these Terms;
  - (iii) You have provided sufficient information to satisfy HBF of the circumstances of the General Treatment, as set out in clause 9;
  - (iv) the circumstances in clause 4(b) do not apply;
  - (v) the Eligible Member has lodged an eligible claim for the General Treatment or You have submitted an eligible claim electronically and directly to HBF in accordance with clause 6(a); and
  - (vi) You have the Eligible Member's consent for HBF to access their Patient Records held by You for audit purposes.
- (b) No Benefit is payable by HBF for a General Treatment, unless otherwise agreed by HBF, where:
  - (i) the account or receipt is issued to HBF more than two years after the date the General Treatment was rendered;
  - (ii) the Member is a relative of or has the same HBF policy as the Approved Provider who rendered the General Treatment;

- (iii) the Eligible Member has received (or established a right to receive) compensation or damages or where other benefits may be claimed from another source for the General Treatment provided to the Eligible Member, including worker's compensation, third party insurance, criminal compensation and public liability;
  - (iv) the Eligible Member has received, or has the right to receive, and to the extent the Eligible Member has received, or has the right to receive, payment (in full or in part) for the General Treatment from a third party;
  - (v) the General Treatment was provided prior to the date You became an Approved Provider or during a period where your registration as an Approved Provider was suspended in accordance with clause 13.1(a);
  - (vi) the General Treatment was provided when either the Member or You are outside of Australia or the Norfolk Islands;
  - (vii) the General Treatment has not yet been provided, unless otherwise agreed by HBF;
  - (viii) the details on the account or receipt provided to HBF have been altered;
  - (ix) it is an illegal service or treatment;
  - (x) the General Treatment does not meet the standards for treatment specified in the *Private Health Insurance (Accreditation) Rules 2011*;
  - (xi) the General Treatment is rendered to a person who is not an Eligible Member; or
  - (xii) the Benefit is otherwise not payable under the Fund Rules.
- (c) For the avoidance of doubt:
- (i) any Benefit payable by HBF will not exceed the amount actually charged to the Eligible Member for the General Treatment; and
  - (ii) if no Benefit is payable for a General Treatment (including for the reasons set out in clause 4(b)), the Eligible Member is responsible for paying the General Treatment in full.
- (d) In the event of a dispute regarding any aspect relating to the provision of a General Treatment to Members, the matter may be referred to an appropriate professional body for advice. The decision however as to whether a Benefit is payable, remains at all times HBF's discretion.

## 5 Accounts and Receipts

- (a) You must issue accounts and receipts to Eligible Members for any General Treatment provided to them. All accounts and receipts must be written in English on your official letterhead and must include, where applicable:
- (i) your full name (being the name of the Approved Provider who provided the General Treatment). Where You are part of a group of Approved Providers, the account or receipt must clearly show your full name;
  - (ii) the company and trading names (as applicable) and address;
  - (iii) the address where the General Treatment was provided and the contact telephone number and email address;
  - (iv) the provider number for the location where the General Treatment occurred;
  - (v) the date the General Treatment was provided;
  - (vi) the full name and member number or address of the Eligible Member to whom the General Treatment was rendered;
  - (vii) for each General Treatment rendered, the industry prescribed item number, description (including details such as tooth numbers, or medication including strength, form and delivery method), quantity and price charged (including any applicable discounts which have been subtracted from the price charged for the General Treatment), along with any other relevant information appropriate to the General Treatment that is provided;
  - (viii) confirmation of whether the account is part paid, fully paid or unpaid;

- (ix) any other information necessary to comply with the requirements of a tax invoice for the purposes of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) where GST is payable.
  - (b) There must only be one fully itemised original account or receipt. Where a quote is provided, the account or receipt must be clearly marked “quote” or “estimate”. The words “duplicate” or “copy” must be clearly marked on any duplicate account or receipt issued.
  - (c) Where a paid account is received by HBF, a payment is made directly to the Eligible Member.
  - (d) Where an unpaid account is received by HBF, the payment will either be directly credited into your nominated bank account or a cheque will be drawn in favour of your name (being, the nominated Approved Provider) and given directly to the Eligible Member.
  - (e) Where your accounts or receipts do not include the required information, HBF will reject the claim.
  - (f) You must not allow your name to be used by another colleague, employee or any other person on a receipt for General Treatment, unless:
    - (i) that person is a Locum; or
    - (ii) the General Treatment is actually performed by You; or
    - (iii) HBF has advised you otherwise; or
    - (iv) the other person is a dental hygienist, dental therapist or oral health therapist that is in a structured professional relationship with You.
- In addition, Benefits are not payable for any General Treatments provided by therapy or clinic assistants or students of any profession.
- (g) Failure to comply with the requirements of this clause 5 may result in unnecessary delays or rejection of claims.

## 6 Electronic claiming

- (a) To make a claim to HBF on behalf of the Eligible Member using an electronic claiming system, You must, and must procure that your practice manager, staff and other associated personnel:
  - (i) ensure submission of the following information in the presence of the Member:
    - (A) the Eligible Member’s HBF membership number;
    - (B) identification of Member who received the General Treatment;
    - (C) details of the General Treatment, including the relevant item number and any other relevant information to identify the General Treatment, that You provided to the Eligible Member;
    - (D) the date on which the General Treatment was provided;
    - (E) the price charged for the General Treatment excluding any discounts applied; and
    - (F) your provider number (being the provider number of the Approved Provider who provided the General Treatment) (**Electronic Claim**).
  - (ii) submit the Electronic Claim no more than seven days after You provided the General Treatment to the Eligible Member;
  - (iii) ensure that the Eligible Member signs the electronic claims receipt;
  - (iv) maintain accuracy of all Electronic Claims processed under your provider number;
  - (v) use the electronic claiming system properly and in accordance with the applicable terms for use of the system; and
  - (vi) not retain possession of the Eligible Member’s HBF card for any longer than necessary to process an Electronic Claim.
- (b) HBF may, at its discretion, choose to suspend your provider number from being eligible to submit Electronic Claims for Members.
- (c) Failure to adhere to the conditions set out in either the electronic claiming service provider’s terms or conditions or as outlined above may result in the suspension of Electronic Claims and/or the termination of your registration as an Approved Provider.

## **7 Member Payment**

- (a) Where the price of a General Treatment charged exceeds the Benefit payable for that General Treatment by HBF, the amount of that excess is payable by the Eligible Member (**Member Payment**)
- (b) You are responsible for collecting all Member Payments.

## **8 Refunds and Suspended Payments**

- (a) If HBF reasonably considers that a General Treatment has not been provided in the manner set out in an Electronic Claim, account or receipt or that an Electronic Claim account, or receipt is otherwise incorrect, and HBF has not yet paid the Benefit with respect to that General Treatment, HBF may withhold payment of a Benefit until such time that HBF receives:
  - (i) evidence to its reasonable satisfaction that the General Treatment was properly provided in accordance with the account or receipt; and/or
  - (ii) a re-issued correct account or receipt.
- (b) If HBF reasonably considers that it has paid an Incorrect Paid Benefit, HBF may:
  - (i) request You to provide Patient Records relevant to that Incorrect Paid Benefit; and/or
  - (ii) give notice to You of such Incorrect Paid Benefit and You must refund the amount incorrectly paid within 14 days of becoming aware of such incorrect payment.
- (c) If You become aware that HBF has paid an Incorrect Paid Benefit, You must advise HBF and refund the amount incorrectly paid within 14 days of becoming aware of such incorrect payment.
- (d) HBF may choose to offset a refund You owe it under these Terms against other amounts that HBF owes You.
- (e) If an Eligible Member has:
  - (i) been incorrectly charged; or
  - (ii) been charged more for that service than any other patient who you treat, excluding patients from another health fund the subject of a Negotiated Agreement as set out in clause 3(a)(v), a refund of the overcharged amount is due to the Eligible Member and You must ensure that this is refunded within 14 calendar days of becoming aware of it.
- (f) If an Eligible Member returns a device or appliance for which HBF has paid a Benefit to You and the Eligible Member is offered a refund, You must ensure that HBF is provided with a pro rata refund of the Benefit paid in proportion to the refund. In the event no Benefit was paid to you by HBF you should ensure that HBF is notified of the Eligible Member refund.

## **9 Clinical Records**

- (a) You must maintain full Patient Records of each Member who is provided with a General Treatment. Patient Records must be accurate and current (including updating them at time of providing the General Treatment or as soon as possible afterward) and include the following information:
  - (i) the Member's full name, age, date of birth, address and contact number;
  - (ii) the date and time of each General Treatment rendered;
  - (iii) details of each General Treatment rendered (including the nature of each General Treatment, nature of the illness or condition, nature of any symptoms and any relevant additional details in accordance with accepted principles of your profession and/or the requirements of any professional association or body to which You belong); and
  - (iv) details of the Member's relevant medical health history.
- (b) You must maintain your Patient Records in English and retain your Patient Records in accordance with all applicable legislative requirements.
- (c) You must retain your Patient Records for the minimum time in accordance with legislation relevant to your profession or for seven years, whichever is greater.
- (d) You must ensure electronic Patient Records are regularly backed up and a duplicate copy of such records is stored and that all Patient Records are stored securely.

## 10 Audit

- (a) You must promptly comply with any reasonable request by HBF for an audit of the General Treatments provided to Members, including assisting HBF by:
  - (i) providing any further information in connection with any claims (including accounts, receipts, Patient Records); and
  - (ii) releasing any information required for review or processing of a claim in accordance with the authority provided:
    - (A) by the Member under the HBF Private Health Insurance Collection Statement (which can be accessed here: <https://www.hbf.com.au/~media/files/pdfs/HBF-PHI-Collection-Statement>); and
    - (B) by the Member, upon signing a claim form or an electronic claim consent.
- (b) Any information requested by HBF in accordance with clause 10(a) will be in writing and You must provide the information requested within the time period specified in HBF's written request.
- (c) If HBF wishes to conduct an on-site review of your records, HBF will provide You with at least 10 days prior notice in writing. You must permit HBF to enter the premises where the records are located and provide reasonable assistance to HBF.
- (d) HBF's right to conduct an audit will extend to 24 months after the date the last claim is made in connection with any General Treatments provided to any Member by You.
- (e) You must ensure that you have all necessary consents required to enable You to comply with this clause.

## 11 Use of trade marks

### 11.1 HBF Trade Marks

- (a) If You wish to use any HBF Trade Mark, You must complete an approved HBF intellectual property request form and provide copies of the proposed material on which the HBF Trade Marks will appear and details of when and where the materials are to be used (**Trademark Use Proposal**).
- (b) Where HBF receives a Trademark Use Proposal, it may approve or reject the proposed use by notice in writing to You. Approval will be at HBF's absolute discretion and may be subject to conditions as specified by HBF from time to time. If no response is received within 30 calendar days, it will be taken that HBF has rejected the Trademark Use Proposal. HBF may also withdraw its written approval to a Trademark Use Proposal at any time on reasonable grounds.
- (c) You must, and must procure that your practice manager, staff and other associated personnel, only use any HBF Trade Marks in accordance with HBF's written approval given in accordance with clause 11.1(b).
- (d) Where HBF approves a Trademark Use Proposal, You will be deemed to have royalty-free, non-exclusive, non-transferrable licence to use the HBF Trade Marks in accordance with the terms of the approved Trademark Use Proposal, including any specified conditions of such approval.
- (e) Where HBF approves a Trademark Use Proposal, You must observe all reasonable directions notified to You by HBF regarding the manner in which You may use the HBF Trade Marks, including all reasonable directions as set out in any guidelines HBF publishes from time to time.
- (f) Without limiting the other provisions of this clause 11, You must not, and must procure that your practice manager, staff and other associated personnel do not:
  - (i) use the HBF Trade Marks in any way which is likely to harm or prejudice HBF's rights in the HBF Trade Marks;
  - (ii) apply to register any trade mark, or apply to register or use any business name, company name or internet domain name that:
    - (A) contains the HBF Trade Marks; or
    - (B) any words or images that are substantially identical with, or deceptively similar to, the HBF Trade Marks; and



- (iii) in any way challenge:
    - (A) HBF's complete ownership of, or rights to use, the HBF Trade Marks; or
    - (B) the validity of, or HBF's title to, any applications for registration made by HBF, or any registrations obtained by HBF in respect of the HBF Trade Marks.
- (g) You must immediately remove, amend or withdraw any document or thing bearing a HBF Trade Mark at your cost, if reasonably requested by HBF.
- (h) All material used by You which uses the HBF Trade Marks must comply with all laws, including the *Competition and Consumer Act 2010* (Cth).

## 11.2 Your Trade Marks

- (a) You warrant that You own or are otherwise entitled to use any of Your Trade Marks.
- (b) You agree that HBF may publish and distribute the following information to HBF Members and HBF third party providers and publish the following information on the HBF website, in HBF mobile applications and in any form of advertising and promotional material and other media:
  - (i) that You are an Approved Provider;
  - (ii) the location, opening hours and contact details of the Private Practice, including any correspondence address provided to HBF;
  - (iii) any expected Member Payments an Eligible Member may incur in receiving a General Treatment from You;
  - (iv) the fees that You have charged Members while being an Approved Provider; and
 HBF may use any of Your Trade Marks in doing so.
- (c) HBF must not:
  - (i) use Your Trade Marks in any way which is likely to harm or prejudice Your rights in Your Trade Marks;
  - (ii) apply to register any trade mark, or apply to register or use any business name, company name or internet domain name that:
    - (i) contains Your Trade Marks; or
    - (ii) any words or images that are substantially identical with, or deceptively similar to, Your Trade Marks.
  - (iii) in any way challenge:
    - (i) Your complete ownership of, or rights to use, Your Trade Marks; or
    - (ii) the validity of, title to or registration of, Your Trade Marks.

## 12 Privacy

- (a) HBF and You must:
  - (i) comply with the Privacy Laws in respect of all Personal Information collected or dealt with by them under these Terms and ensure that all privacy consents are in place to ensure that Members claims, and Patient Records can be provided to HBF;
  - (ii) take all reasonable measures to ensure that Personal Information held in connection with these Terms is protected against:
    - (A) misuse or loss; and
    - (B) unauthorised access, modification and disclosure,
  - (iii) take all reasonable measures to ensure that only authorised personnel have access to Personal Information;
  - (iv) ensure all personnel involved in collecting or dealing with the Personal Information have been adequately trained as to the requirements of the Privacy Laws and these Terms;
  - (v) promptly notify HBF in the event of any data breach that may affect HBF or any Members and provide details of the breach;

- (vi) provide reasonable assistance to the other party to enable it to resolve any inquiry or complaint relating to Personal Information; and
  - (vii) promptly follow any reasonable direction of the other party in relation to the Personal Information.
- (b) Each party is liable for any breach of this clause 12 by any employee, agent, contractor, officer, professional adviser, auditor or other consultant of that party, as if the breach by the employee, agent, contractor, officer, professional adviser, auditor or other consultant was a breach by the party.

### **13 Suspension or Termination of Registration as an Approved Provider**

#### **13.1 Suspension**

- (a) Where HBF reasonably suspects a breach of any of clause 13.2(a), HBF may advise you that your registration as an Approved Provider is suspended. During a period of suspension You will not be registered as an Approved Provider, and HBF will not pay You Benefits for any General Treatment rendered by You.
- (b) In the event Your registration as an Approved Provider is suspended under clause 13.1(a), HBF will conduct appropriate investigations of suspected breaches within 30 Business Days of notification of your suspension, following which a HBF recommendation will be made to either reinstate your status as an Approved Provider or to terminate your registration in accordance with clause 13.2.
- (c) Where a recommendation is made under clause (b) to terminate your status as an Approved Provider, the provisions of clause 13.2(c) will apply.

#### **13.2 Termination**

- (a) HBF may terminate your registration as an Approved Provider with immediate effect, if:
  - (i) You are found by any court, relevant statutory board or tribunal or professional association to have, or HBF is otherwise satisfied that a provider has, engaged in unlawful, improper or unprofessional conduct;
  - (ii) You commit a breach of the terms of these Terms, unless the breach is capable of rectification, in which case after receiving notice of the breach, You fail to rectify the breach within 14 calendar days of the notice;
  - (iii) You commit a breach of any contractual agreements of related third parties such as HICAPS or HEALTHPOINT, unless the breach is capable of rectification, in which case after receiving notice of the breach, You fail to rectify the breach within 10 calendar days of the notice;
  - (iv) You fail to comply with any conditions of the Fund Rules;
  - (v) You have been served with formal written notice by HBF requiring compliance and You fail to comply with the terms of that notice;
  - (vi) HBF reasonably considers that You have or have the potential to bring HBFs reputation into disrepute;
  - (vii) there has been no claim made within the last 24 months by a Member for Benefits in relation to a General Treatment rendered by You;
  - (viii) You are suspended, cease to be registered by, or be a member of a recognised professional association or body;
  - (ix) You do not comply with any law applicable to the practice of your profession or provision of General Treatments by You;
  - (x) You are found to have committed a breach of any professional standard applicable to your profession or provided a service that is unnecessary, not reasonably required or excessive; or
  - (xi) HBF reasonably believes that the safety of any of Members is or may be at risk in connection with the practice of your profession or provision of General Treatments by You.
- (b) HBF or You may terminate these Terms without cause by giving the other party 90 calendar days written notice.



- (c) Where HBF terminates your registration as an Approved Provider:
  - (i) HBF will notify You within seven calendar days of the date your registration as an Approved Provider terminates with HBF (**Declaration Date**).
  - (ii) No Benefits will be paid by HBF for any General Treatment rendered by You up to a maximum of two months after the Declaration Date unless:
    - (A) HBF is satisfied that the Member was not aware that You were not an Approved Provider at the time the General Treatment was rendered and, in its absolute discretion, elects to pay a Benefit; or
    - (B) HBF considers, in its absolute discretion, undue hardship would be caused to the Member if Benefits were not paid.
  - (iii) HBF will, within 14 calendar days, notify all Members, who according to HBF's records have received Benefits for General Treatments rendered by You within the 12 months prior to the Declaration Date, that Benefits will not be payable by HBF for any General Treatments rendered by You after the date set out in clause 13.2(c)(ii);
  - (iv) You must remove any HBF advertising material at your practice location; and
  - (v) You must not make any representation that You are an Approved Provider.
  - (vi) You may not apply to be re-registered as an Approved Provider until at least 12 months after the date of the relevant termination, unless otherwise approved by HBF.
- (d) If HBF has terminated your registration as an Approved Provider, You must clearly inform each Member before providing any General Treatment to them.
- (e) HBF may disclose relevant details of any complaints received by it from Members to any relevant professional association or body to which You belong.

#### 14 **Fraud**

You must notify HBF as soon as you become aware if any incident of fraud, or suspect fraud has been committed, by a Member, another Approved Provider, your practice manager or any member of staff.

#### 15 **Inconsistent Terms**

If these Terms are inconsistent with any other document or agreement between You and HBF, these Terms prevail to the extent of the inconsistency.

#### 16 **Amendments and Additions to Terms and Conditions**

- (a) These terms and conditions will be available on the HBF website.
- (b) HBF may vary these Terms by giving not less than 30 calendar days written notice of the changes.
- (c) HBF may, in its absolute discretion, impose additional terms and conditions on You by written notice.

#### 17 **GST**

- (a) In this clause 17:
  - (i) terms or expressions which have a defined meaning in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (**GST Act**) have the same meaning as in the GST Act; and
  - (ii) any reference to a party includes the representative member of a GST group of which that party is a member.
- (b) Unless otherwise expressly stated, all consideration to be paid or provided under these Terms is expressed exclusive of GST.
- (c) If GST is payable on any supply made under these Terms, the recipient must pay to the supplier an additional amount (**GST Amount**) equal to the GST payable on that supply at the same time as the consideration for the supply is to be paid or provided.
- (d) Clause 17(c) does not apply to the extent that:
  - (i) the consideration for the supply is stated to include GST; or
  - (ii) GST on the supply is reverse charged and payable by the recipient.

- (e) The recipient need not pay the GST Amount until it has received a tax invoice or adjustment note, as the case may be.
- (f) If an adjustment event arises in relation to a supply made under these Terms, the GST Amount must be adjusted to reflect that adjustment event. A corresponding payment must be made by the supplier to the recipient or by the recipient to the supplier, as the case may be.
- (g) If these Terms require an amount to be calculated by reference to another amount (**Reference Amount**) that will be:
  - (i) received for a taxable supply; or
  - (ii) paid for a creditable acquisition,
 then the Reference Amount must be reduced so as to exclude any part of the Reference Amount paid or received on account of GST, as the case may be.
- (h) If these Terms require a party to reimburse or indemnify another party for a cost or expense, the amount of the cost or expense must be reduced by an amount equal to any input tax credit to which the party being reimbursed or indemnified is entitled for that cost or expense.

## 18 **Exclusivity**

These Terms are not an exclusive arrangement for either party.

## 19 **Governing law and jurisdiction**

These Terms are governed by the law of Western Australia and each party irrevocably and unconditionally submits to the nonexclusive jurisdiction of the Western Australian courts.

## 20 **Severability**

A term or part of a term of these Terms that is illegal or unenforceable may be severed from these Terms and the remaining terms or parts of the terms of these Terms continue in force.

## 21 **No waiver**

- (a) A failure to exercise, a delay in exercising or partially exercising any power, right or remedy conferred on a party by or in respect of these Terms does not operate as a waiver by that party of the power, right or remedy.
- (b) A single or partial exercise of any power, right or remedy does not preclude a further exercise of it or the exercise of any other power, right or remedy.
- (c) A waiver of a breach does not operate as a waiver of any other breach.

## 22 **Interpretation**

In these Terms, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) a gender includes the other genders;
- (c) the headings are used for convenience only and do not affect the interpretation of these Terms;
- (d) other grammatical forms of defined words or expressions have corresponding meanings;
- (e) a reference to a document includes the document as amended, novated, supplemented, extended or restated from time to time;
- (f) a reference to a party is to a party to these Terms and includes that party's executors, administrators, successors, permitted assigns and permitted substitutes;
- (g) the word "person" includes a natural person, partnership, body corporate, association, joint venture, governmental or local authority and any other body or entity whether incorporated or not;
- (h) the word "month" means calendar month and the word "year" means 12 consecutive months;
- (i) the words "in writing" include any communication sent by letter, facsimile transmission or email or any other form of communication capable of being read by the recipient;
- (j) a reference to a thing includes a part of that thing;
- (k) a reference to all or any part of a statute, rule, regulation or ordinance (statute) is to that statute as amended, consolidated, re-enacted or replaced from time to time;

- (l) “include”, “for example” and similar expressions are not used and must not be interpreted as words of limitation;
- (m) money amounts are stated in Australian currency unless otherwise specified;
- (n) references to a clause or schedule will be construed as references to a clause of or schedule to these Terms;
- (o) reference to a time of day is to that time in Perth, Western Australia;
- (p) a reference to any agency or body that ceases to exist, is reconstituted, renamed or replaced, or has its powers or functions removed (defunct body), is to the agency or body that performs most closely the powers or functions of the defunct body;
- (q) any provision in these Terms which is in favour of more than one person benefits all of them jointly and each of them severally; and
- (r) any provision in these Terms which binds more than one person binds all of them jointly and each of them severally.

## 23 Definitions

These definitions apply to these Terms unless the context otherwise requires.

<b>AHPRA</b>	means Australian Health Practitioner Regulation Agency
<b>Benefit</b>	means an amount payable by HBF on behalf of an Eligible Member under the Fund Rules.
<b>Declaration Date</b>	means as set out in clause 13(2)
<b>Eligible Member</b>	means a person who: <ul style="list-style-type: none"> <li>(a) holds or is covered by an ancillary private health insurance policy issued by HBF that is financial at the time a General Treatment is provided;</li> <li>(b) receives a General Treatment that is covered under their ancillary private health insurance policy issued by HBF; and</li> <li>(c) has served all waiting periods applicable to the General Treatment.</li> </ul>
<b>Fund Rules</b>	means the fund rules of HBF as registered with the Commonwealth Department of Health.
<b>General Treatment</b>	means any treatment (including the provision of goods and services) that is intended to manage or prevent a disease, injury or condition and is not Hospital Treatment.
<b>HBF Trade Mark</b>	means any registered or unregistered trade mark of HBF.
<b>Incorrect Paid Benefit</b>	means a Benefit paid by HBF to You, where: <ul style="list-style-type: none"> <li>(a) the Benefit (in whole or in part) should not have been paid for a particular General Treatment;</li> <li>(b) the Invoice or Electronic Claim for the General Treatment was incorrect;</li> <li>(c) You have charged more than the standard price for a General Treatment; or</li> <li>(d) the Benefit was otherwise paid in error.</li> </ul>
<b>Locum</b>	means for the purposes of these Terms, a person who will be working continuously at the Private Practice for less than four weeks.
<b>Member</b>	means a person who holds a private health insurance policy issued by HBF other than a hospital only policy or urgent ambulance only policy.
<b>Patient Records</b>	means treatment records, receipts, financial accounts and appointment book records.

<b><i>Personal Information</i></b>	has the same meaning as in the <i>Privacy Act 1988</i> (Cth).
<b><i>Private Practice</i></b>	means a professional practice (whether sole, partnership or group) that is self-supporting and its accommodation, facilities and services are not provided or subsidised by another party (as is the case with a public hospital or publicly funded facility) but through the leveraging of fees directly to recipients of treatment, goods or services.
<b><i>Privacy Laws</i></b>	means:  (a) the <i>Privacy Act 1988</i> (Cth) as amended from time to time; and  (b) any other law that applies to a party relating to the Personal Information of individuals.
<b><i>Terms and Conditions</i></b>	means these terms and conditions.
<b><i>You</i></b>	means any provider of General Treatments, who accepts any payment of Benefits from HBF on behalf of a Member or where a Member claims a Benefit from HBF for any General Treatment provided by the provider, but excludes any provider where their practice representative is a party to the HBF Dental Provider Agreement.

## Schedule 1 – Privacy Statement

HBF Health Limited (**HBF**) collects and uses your personal information obtained from you or from third parties, such as Medicare, ARHG, HICAPS, DXC or HBF members who have received services from you, to administer and audit private health insurance claims, to identify provider practices, to inform HBF members and prospective HBF members that you are a provider, to send you remittance advice and to communicate with you to inform you about relevant HBF processes, benefits and HBF Fund Rules and to prevent, detect and follow up fraudulent or invalid claims or misrepresentations.

HBF may disclose your personal information, including your practice address, to the general public and HBF members on our website and on third party websites, which HBF may use to supply provider search services and to our third party service providers (for example, service providers who conduct surveys or development on our behalf or our service providers who administer our claims processing and send out invoices on our behalf). We may disclose your personal information to government or industry bodies, including your relevant professional association and to external consultants to analyse your billing practices and review the claims history and claiming patterns of HBF members. We may also disclose your personal information to regulatory bodies and government agencies and other parties to whom HBF are authorised or required by law to disclose information.

If you are registered with Medipass Solutions Pty Ltd (**Medipass**) to use the Medipass Provider Portal app (**Medipass App**), HBF may communicate with you through the Medipass App and Medipass will be able to access information such as remittance advices, provider registration information and communications from HBF through the Medipass App.

HBF is unlikely to transfer your personal information overseas. In the event HBF transfers your personal information outside Australia, HBF will comply with the requirements of the Privacy Act 1988 (Cth) that relate to transborder data flows.

HBF may use your personal information for the purpose of providing you with material, such as information and promotions about HBF that may be of interest to you. However, you may request not to receive such information by calling HBF on (08) 9265 8878 or by emailing HBF at [AncillaryProviders@hbf.com.au](mailto:AncillaryProviders@hbf.com.au) and HBF will give effect to that request. Please allow five working days for your request to be actioned.

If HBF does not collect your personal information, HBF will not be able to pay benefits to you for services that may be provided to HBF members.

HBF will allow you to access and correct the personal information it holds about you as required by law. If you have any queries about how HBF handles your personal information, or would like to request access to that information, please contact HBF:

- a. By mail – HBF Privacy Officer, GPO Box C101, Perth WA 6839; or
- b. By telephone – (08) 9265 8878.

If you have any concerns or complaints about the manner in which your personal information has been collected or handled by HBF, please contact the Privacy Officer using the details above.

The HBF Privacy Policy contains further information about how HBF generally handles your personal information including:

- a. how you can access and correct personal information HBF holds about you; and
- b. how you can submit a privacy complaint to HBF and how HBF will deal with your complaint.