Medical Gap Agreement – Change of Details

This form can be completed online by typing in the fields below. The completed form can be returned by email to medicalgap@hbf.com.au. **Please complete relevant sections only.**

1 General details *These details are mandatory

Practitioner name*

AHPRA (**AHPRA**) registration number*

Provider numbers to be updated*

Medicare registered specialty*

Please select one

2 Contact details *These details are mandatory

How do we contact you (HBF internal use only)

Postal address*

Phone number*

Email*

How can our members (Member) contact you (this information may be published on the HBF website)

Practice name and address

Phone number

Website

☐ Please tick this box if you DO NOT want to be published on the HBF website

3 Direct credit payment details

Bank details

Name of financial institution and address

Branch where account is held

Branch number (BSB)

Account number

Account held in the name(s) of

I confirm the above details are true and correct. I authorise HBF Health Limited ABN 11 126 884 786 to keep a record of the above bank account details and to credit the nominated account with benefit entitlements arising from health insurance claims.

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4 Notification of ceased provider/location

Provider number(s)	Corresponding practice name & practice address

To include additional provider numbers please attach a separate attachment to this form.

5 Authorised contact

(Please complete this section if you would like to give permission for another party to act on your behalf ie. practice manager or billing company)

I authorise _____ to act on my behalf in matters relating to my arrangement with HBF which includes updating direct credit details, contact details, arrangement selection and changes, and claims queries.

Authorisation is given at your own risk and you accept there is no recourse against HBF for any acts or omissions made by the authorised person and that you remain fully responsible for complying with the terms and conditions of the arrangement and actions of the authorised person.

You can cancel this authority at any time simply by contacting us and requesting that it be revoked.

Privacy statement

HBF collects, uses and discloses your Information in accordance with our Providers/Health Practitioners Collection statement and our Privacy Policy available at hbf.com.au or on request by calling an HBF member service advisor on 133 423. Our Privacy Policy contains further information about how HBF handles your Information. This includes information on how you can access and/or seek the correction of your Information that we hold about you as required by law, how to make a complaint about the way your Information is being handled by HBF and how HBF will deal with your complaint. If you have any questions about how HBF handles your Information, please contact our Member Service centre on 133 423, or at memberexperience@hbf.com.au.

Declaration

I accept HBF's terms and conditions and Collection statement attached to this application form in relation to the Medical Gap cover arrangements.

I acknowledge that a failure to comply with any of the terms and conditions of participation may result in my status as an HBF Medical Gap provider being revoked.

Name (please print)	Signature	Date

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Terms and conditions of participation

These are the terms and conditions (**Agreement**) applicable to HBF Health Limited (**HBF**) and Practitioners, who have applied to, and been accepted by, HBF as a participant of HBF's medical gap arrangement.

All Practitioners on the medical gap arrangement will be regarded as HBF Member Plus Providers.

1. Application of terms and conditions

In relation to Services provided by Practitioners under episodes of care commencing after 30 September 2023:

(a) the terms of this Agreement, as amended from time to time, apply to all Practitioners, who have been accepted by HBF as a participant in HBF's medical gap agreement from their actual date of acceptance or such earlier date reasonably approved by HBF in writing in its absolute discretion as their effective date of acceptance;
(b) once accepted to be a participant in HBF's medical gap agreement, each time the Practitioner lodges a claim they confirm they are bound by this Agreement, as amended from time to time, regardless of the date they were accepted by HBF or taken to have been accepted into HBF's medical gap agreement.

2. Good Faith

Each party must act in Good Faith in relation to the other party and the HBF Members who obtain Services from the Practitioner. In particular, the Practitioner will ensure that it uses MBS item numbers correctly, and in accordance with the requirements of Medicare and only where a claim is intended to be made by the Practitioner to Medicare.

3. Requirements of Practitioners

Each Practitioner must comply with the following:

(a) be registered as a Practitioner on AHPRA's register of practitioners;
(b) hold a Medicare provider number for each location in which they practice;
(c) be eligible for receipt of MBS benefits;
(d) inform HBF of the medical specialities the Practitioner is registered for with Medicare;
(e) not work as a salaried medical practitioner at any public or private hospital;
(f) provide direct credit details for payment;
(g) maintain a valid Gap Choice Election and invoice in accordance with their Gap Choice Election;
(h) provide current email contact details for HBF correspondence; and
(i) ensure that the requirements in this clause 3(a) to clause 3(h) remain current and are updated as required.

4. HBF Rights

When the Practitioner is registered by HBF as a participant in the HBF medical gap agreement, HBF may:

(a) publish and distribute information to HBF Members, the HBF website and third-party providers in any form of media:
  (i) that the Practitioner is registered for HBF's medical gap agreement and is a Member Plus Provider;
  (ii) the locations at which the Practitioner practices and contact details of the Practitioner, including any correspondence or billing address provided to HBF;
  (iii) information relating to charging and Provider Choice Agreement participation rates.
(b) in the event of any HBF concerns or where HBF needs to seek advice, share the Practitioner's claiming patterns and individual patient case studies (with patient information de-identified) with government bodies such as Medicare or industry bodies, including the AMA and specialist medical membership or peak bodies;
(c) contact all Practitioners via the email address provided in accordance with clause 3(h). The Practitioner acknowledges that HBF will use this as their default method for all communication with the Practitioner.

5. Termination

5.1 Mutual termination

Either HBF or the Practitioner may terminate this Agreement without cause by giving the other party 90 calendar days written notice.

5.2 Immediate termination

This Agreement will automatically terminate:

(a) if the Practitioner fails to comply with clauses 3(a)-3(d);
(b) if in HBF's reasonable opinion, the Practitioner's conduct may adversely impact HBF Members or the goodwill, reputation or business of HBF at any time; or
(c) the Practitioner is convicted of a criminal offence relating to their practice including, without limitation, a fraud offence.

5.3 Other termination rights

(a) Where the Practitioner is unable to pay their debts as and when they become due or is insolvent, HBF may give the Practitioner 30 calendar day's written notice of its intention to terminate this Agreement.
(b) Where HBF identifies any non-compliance with this Agreement by the Practitioner:
  (i) HBF may notify the Practitioner in writing (Default Notice) that they have 30 calendar days to ensure compliance with the terms of the Agreement; and
  (ii) in the event that the Practitioner fails to remedy the noncompliance set out in the Default Notice, HBF may notify the Practitioner in writing, at the end of the period set out in clause 5.3(b)(i), that the Agreement will terminate at the end of 10 calendar days, if the failure in compliance is not remedied.
(c) If the Practitioner receives a Default Notice on three occasions in any 12 month period, HBF may, without limiting its other rights and remedies, terminate this Agreement with immediate effect by giving the Practitioner written notice.

5.4 Effect of Termination

(a) Where termination notice is provided under clause 5, the Practitioner must during the notice period continue to charge in accordance with the terms of the Gap Choice Election in force at the start of the notice period.
(b) In the event of the termination of this Agreement
  (i) HBF will honour scheduled procedures for Eligible Members prior to such termination, in accordance with the relevant Gap Choice Election of the Practitioner
  (ii) HBF will be entitled to notify HBF Members who have received Services from the Practitioner within the previous twelve months, that the Practitioner will no longer be participating in HBF's Medical Gap Agreement;
  (iii) the Practitioner will be required to refund excess fees to HBF; and
  (iv) clause 9.2(b) will survive termination of this Agreement.

6. Member eligibility

A Service provided to an Eligible Member can be submitted to HBF for a claim under the terms of this Agreement, if:

(a) the Service is eligible for a Medicare benefit and a Medicare item number is provided for each Service
(b) where the Services were performed in a public hospital, the Eligible Member was validly admitted to the public hospital as a private patient, including meeting recognised industry guidelines for such admissions;
(c) no compensation, damages or benefits may be claimed from another source for the Service to the Eligible Member; and
(d) the account is unpaid and sent directly to HBF by, or on behalf, of the Practitioner.

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7. Exclusions

(a) No benefits are payable by HBF and the HBF Schedule fees are not applicable to:
   (i) podiatric surgery carried out by a registered surgical podiatrist; or
   (ii) cosmetic surgery or any other Service that is not Clinically Relevant; or
   (iii) Services excluded under the HBF Member's hospital cover; or
   (iv) anaesthetic services associated or provided with services described in clauses 7(a)(i), 7(a)(ii) or 7(a)(iii); or
   (v) Services subject to Type C certification where the requirements of the *Private Health Insurance (Benefit Requirements)* Rules are not met, and in such circumstances Informed Financial Consent should be obtained in accordance with clause 8(f) of this Agreement; or
   (vi) Services provided where the Eligible Member was admitted to a public hospital and they were not validly admitted as a private patient; or
   (vii) any accounts issued by or on behalf of the Practitioner where the account is not sent directly to HBF; or
   (viii) for the avoidance of doubt, any form of out patient services.

(b) No benefits are payable by HBF under this Agreement and the HBF Member cannot be charged for a Service where the Practitioner has:
   (i) not complied with Medicare requirements for:
      (A) billing; or
      (B) provision of the Service.
   (ii) made an error in relation to Medicare, resulting in no Medicare payment being paid.

(c) HBF may pay Minimum Benefit for a Service where the Service is performed by a salaried doctor at a public hospital. In this event, the payment by HBF will be regarded as full payment for the Service and the Practitioner will not charge the Eligible Member any gap.

8. Practitioner Obligations

(a) The Practitioner must:
   (i) inform a HBF Member of any financial interests in a hospital or, if provided, any financial or other incentive to general practitioners or other specialists for the HBF Member's referral; and
   (ii) ensure that no gap prosthesis are offered as an option to HBF Members, where the Practitioner proposes the use of a prosthesis during a Service.

(b) The Practitioner must comply with Medicare rules and guidelines, including:
   (i) ensuring each Service provided by the Practitioner during or directly related to an Episode has an MBS item number and that this is properly assigned; and
   (ii) the Medicare Multiple Operation Rule.

(c) The Practitioner must ensure that:
   (i) unless permitted by Medicare, the provider number of the Practitioner is not used by any other person to perform professional services or to submit an account to HBF;
   (ii) all clinical records and documentation are completed by the Practitioner, including discharge summaries and any General Practitioner correspondence, within 48 hours of a HBF Member's discharge from Hospital; and
   (iii) where a Type C Procedure is undertaken, the Practitioner complies with the requirements of the *Private Health Insurance (Benefit Requirements)* Rules in filling out a Type C certificate.

The Practitioner acknowledges the documentation referenced in this clause 8(c)(ii) and (iii) is used by Hospitals for coding and billing purposes and needs to be completed promptly, correctly and prior to submission of a claim to HBF.

(d) The Practitioner cannot:
   (i) charge fees for any in hospital services, such as nursing, consumables or a prosthesis;
   (ii) raise any other account associated with the Service or require the Eligible Member to pay any gap payment, additional amount, or charge any administration, management, travel or booking fees;
   (iii) charge for any Service that has not been provided by the Practitioner themselves; or
   (iv) charge for a Service where there is no MBS item number.

(e) Where the Practitioner:
   (i) is subject to a Gap Choice Election to participate as a Fully Covered Practitioner the fees charged to HBF Members for Services during an Episode must not exceed those set out in the Full Cover Schedule; or
   (ii) has exercised the Opt In Option for an Episode, the fees charged to HBF Members for Services during that Episode must not exceed those set out in the Provider Choice Schedule. HBF will notify the Practitioner in the event that any fee charged is more than the amount permitted by this clause 8(e). The Practitioner must then promptly adjust the fee charged to ensure compliance with this clause 8(e).

(f) The Practitioner must ensure that prior to the delivery of any Service the HBF Member is provided with:
   (i) details of the fees to be charged under this Agreement, including for any Services possibly falling under an Opt Out Option, an accurate estimate of the likely costs payable by the HBF Member for the Services; and
   (ii) any other information about costs the HBF Member is likely to incur which is available to the Practitioner and necessary to enable the HBF Member to make a fully informed decision about whether or not to proceed with the Services.

(g) The Practitioner must not and must ensure that its practice manager, staff and other associated personnel do not:
   (i) enter into any conduct or activities that might reasonably be regarded as harming HBF, its name or reputation with patients;
   (ii) become involved in any situation which will bring HBF into disrepute, contempt, scandal or ridicule; or
   (iii) incite, recommend or encourage patients to change health insurance funds.

(h) The Practitioner must promptly notify HBF in the event that disciplinary action is commenced against the Practitioner by AHPRA, Medicare or any other industry body.

(i) The Practitioner must promptly notify HBF of any change in the correspondence or billing address, locations at which the Practitioner practices and any update to their direct credit details relevant for the payment of benefits.

(j) The terms and conditions of this Agreement must not interfere with the Practitioner's clinical decision making.

(k) A Practitioner may vary their Gap Choice Election by giving HBF at least 90 days notice of the relevant change to their Gap Choice Election (**Election Change Notice Period**).

(l) During any Election Change Notice Period, the Practitioner must comply with all terms relating to the Gap Choice Election in force at the start of the Election Change Notice Period.

9. Account and Payment Obligations

9.1 Account requirements

All accounts and receipts presented to HBF must be consolidated for a single Eligible Member for an Episode and must meet the following requirements:

(a) The Practitioner must:
   (i) ensure compliance with the requirements of clause 3(a)-3(c);
   (ii) provide a Service to an Eligible Member;
   (iii) ensure that the account is fully unpaid;
   (iv) include details of a consultation in the medical records of an Eligible Member if a consultation is billed on the account;
   (v) ensure that in the case of an Eligible Member with overseas visitor cover a benefit would have been payable by HBF if that member had been an Australian resident;

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(vi) promptly lodge the claim and without limitation submit all claims within one year of the date of Service; and
(vii) not without HBF's prior written approval, amend an existing claim for Services or lodge a revised claim for Services (unless the change is made within 7 days of lodging the original claim with HBF).

(b) The Practitioner must ensure that:
(i) the account identifies MBS item number(s) for the Services, that are all appropriately allocated items for the Service and are items for which Medicare pays a benefit;
(ii) where a Multiple Operation is performed, the fees set out on the account are calculated in accordance with the Medicare Multiple Operation Rule;
(iii) the account includes the following information:
(A) Eligible Member's full name, address and member number;
(B) Eligible Member's Medicare number, Medicare card reference number and expiry date;
(C) details of the Service, including date the Service was provided;
(D) all fee information including the total fees charged for each Service provided;
(E) any special exemptions;
(F) referral details, including the date of referral, provider number and full name of the referring Practitioner; and
(G) any other information relevant to assessment of the claim.

9.2 Account Not Payable

(a) An account submitted by the Practitioner will not be payable by HBF where it does not comply with the terms of this Agreement.
(b) In the event HBF incorrectly pays an account, or a gap has been wrongly claimed from the Eligible Member, the Practitioner must ensure that the incorrectly paid amount is refunded, via direct credit, to the party who made the payment within 30 calendar days. In the event no re-payment has been made HBF may set off this amount against any unpaid account.
(c) HBF will not pay for a cancelled Service.

9.3 Payment

(a) HBF will pay benefits electronically in accordance with the terms of this Agreement, for Services provided by Practitioners to Eligible Members where these are submitted directly to HBF using either:
(i) Express Pay; or
(ii) ECLIPSE.
(b) HBF will pay all Practitioners by direct credit only.
(c) Where the Multiple Operation Rule applies and the fees calculated in accordance with the Multiple Operation Rule result in a sum which is not a multiple of 5 cents, HBF will round up the benefit to the next higher multiple of 5 cents.
(d) Where the Practitioner submits a claim via ECLIPSE and ECLIPSE or Medicare reject a Practitioner claim, the Practitioner must resolve this and resubmit to ECLIPSE and Medicare.
(e) Where the Practitioner uses Express Pay, HBF will:
(i) process the account and forward it to Medicare; and
(ii) where Medicare has not identified any problems with a payment request, arrange for the combined HBF and Medicare benefit to be paid directly to the Practitioner by electronic funds transfer within approximately 30 Business Days of receiving the claim; and
(iii) forward a statement to the Practitioner.
(f) Where the Practitioner submits claims electronically via ECLIPSE, the ECLIPSE remittance advice will match the ECLIPSE claim to the deposits made into the Practitioners bank account allowing for automated reconciliation.
(g) HBF agrees the criteria for assignment of Medicare benefits under subsection 20A(2) of the *Health Insurance Act 1973* apply in respect of the Services provided to Eligible Members.

10. Medicare Benefit Change and HBF Schedules

HBF applies the Medicare assessment rules to calculate benefits payable under the Full Cover Schedule, Provider Choice Schedule or the Specialist Anaesthetist Schedule (**HBF Schedules**). In the event Medicare:

(a) reduces the benefit payable on a Service specified in the MBS for any reason, HBF will, at the time that Medicare makes the change, reduce the MBS Schedule fee set out in the HBF Schedules. The HBF benefit payable under the HBF Schedules may, at HBF's absolute discretion either be reduced or remain unchanged; or
(b) increases the benefit payable on a Service specified in the MBS for any reason, HBF will, at the time that Medicare makes the change, increase the MBS Schedule fee set out in the HBF Schedules. The HBF benefit payable under the HBF Schedules may at HBF's absolute discretion either be increased or remain unchanged. Where any changes are made to the fully covered fee/benefit payable by HBF in the HBF Schedules under this clause 10, these changes will apply as from the date of the HBF change.

11. Use of HBF Trade Marks

(a) If the Practitioner wishes to use any HBF Trade Mark, the Practitioner must submit 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 the Practitioner. 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 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) The Practitioner must ensure that it only uses any HBF Trade Marks in accordance with HBF's written approval given in accordance with clause 11(b).
(d) Where HBF approves a Trademark Use Proposal, the Practitioner will be deemed to have a 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, the Practitioner must observe all reasonable directions notified to them by HBF regarding the manner in which the Practitioner may use the HBF Trade Marks, including all reasonable directions notified to them as set out in any guidelines HBF publishes from time to time.
(f) Without limiting the other provisions of this clause 11, the Practitioner must 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;
(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) The Practitioner must immediately remove, amend or withdraw any document or thing bearing a HBF Trade Mark at the cost of the Practitioners if reasonably requested by HBF.
(h) All material used by the Practitioner which uses the HBF Trade Marks must comply with all laws, including the *Competition and Consumer Act 2010* (Cth) and the relevant *Health Practitioner Regulation National Law* applicable in the State the Practitioner provides Services.

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12. Audit and Claim Verification

(a) The Practitioner agrees to:
   (i) maintain appropriate copies of medical records, account and other records that relate to the provision of Services by the Practitioner to HBF Members;
   (ii) comply with any reasonable request by HBF:
      (A) to provide information in order to verify any claim under this Agreement; or
      (B) for an audit of a Practitioners records in relation to HBF Members, including assisting HBF by:
      (C) providing further information in regard to claims; and
      (D) releasing information required for the review or processing of a claim in accordance with the authority signed by the Eligible Member on the National Private Patient Hospital Claim Form.

(b) HBF's right to conduct an audit will extend to 36 months after the last claim under this Agreement was made by the Practitioner.

13. Privacy

(a) HBF and the Practitioner will each ensure compliance with the *Privacy Act 1988* (Cth).

(b) This Agreement includes a copy of our "Collection Statement for Providers/Health Practitioners" which sets out how we collect, use and disclose the Personal Information of Practitioners. You should ensure that you read this document to understand how HBF will collect, use and disclose your Personal Information.

14. Modern Slavery

In performing this Agreement, the Practitioner must:

(a) not engage in any conduct or omission which may contravene any Modern Slavery Laws;

(b) do all things required or necessary to mitigate or reduce modern slavery risks in its operations and supply chains; and

(c) promptly notify HBF, if it becomes aware of a potential, suspected or actual breach of Modern Slavery Laws and cooperate with HBF in good faith in relation to any remedial action required to ensure compliance with Modern Slavery Laws and minimise the risk of modern slavery with its supply chains.

15. Amendments

(a) HBF may vary the:
   (i) HBF Schedules in accordance with clause 10 and as otherwise required by HBF from time to time. In the event of a variation HBF will publish the updated HBF Schedules and also advise of the update on the hbf.com.au/about-hbf/for-providers/medical-provider webpage.
   (ii) terms of this Agreement. Where this variation is substantive HBF will give not less than 30 calendar days written notice of the variation and in all other cases will advise of the update on the hbf.com.au/about-hbf/for-providers/medical-provider webpage.

(b) If a Practitioner does not wish to comply with the Agreement or the HBF Schedules as amended, they may terminate this Agreement in accordance with clause 5 above.

16. Notice

(a) Any notice required under this Agreement may be given in writing:
   (i) by HBF sending an email to the email address provided by the Practitioner; or
   (ii) by the Practitioner sending an email to medicalgap@hbf.com.au, which is taken to be received when the sender has received a return email from the recipient acknowledging receipt, unless the content of the notice is contained within an attachment and the recipient's return email has advised that the recipient has been unable to open the attachment.

17. Exclusivity

This Agreement is not an exclusive arrangement for either party.

18. Governing Law and Jurisdiction

This Agreement is governed by the law of Western Australia and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Western Australian courts.

19. Severability

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

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Attachment 1:
Defined terms

AHPRA	means Australian Health Practitioner Regulation Agency.
AMA	means Australian Medical Association.
Clinically Relevant	means in relation to a Service which is generally accepted by the relevant profession as necessary for the appropriate treatment of the patient and for which a Medicare Benefit is claimable.
Eligible Member	means any HBF Member with HBF hospital cover (including overseas visitor cover) who: (a) is up to date with their premiums at the time a Service is provided; (b) has served all required waiting periods; (c) receives a Service that is covered under their policy; and (d) has undergone the process by which they are accepted as an inpatient at a Hospital, for the purpose of receiving a Service as requested by a Practitioner.
Episode	means all Services provided to an Eligible Member during one episode of care, commencing from the time of the Eligible Member's Admission until they are discharged from the Hospital.
Express Pay	means HBF's direct simplified billing system.
Full Cover Schedule	can be obtained by contacting the Provider Support Team by phone on 1300 810 475 or by email to medicalgap@hbf.com.au.
Gap Choice Election	means an election by a Practitioner for the duration of the relevant election to only apply one of the following charging methods for Services provided to Eligible Members under all of the Practitioner's provider numbers, outlining how the Practitioner may charge for a Service and, if applicable, the potential need for an out of pocket payment from the Eligible Member: (a) **Fully Covered** which means the fees charged for Services provided to Eligible Members by the Practitioner must not exceed the fees set out in the Full Cover Schedule. The result for the Eligible Member is that there will be no gap payment required from them. (b) **Provider Choice** which allows the Practitioner to choose, on an Episodic basis, between two different charging options. However, during a particular Episode, all MBS items charged on the Account for the Eligible Member must all be charged on an Opt In basis or all be charged on an Opt Out basis. The Practitioner cannot choose to charge different MBS items on a different charging basis during one Episode. (i) **Opt In Option** The Practitioner must only charge the Eligible Member fees for Services which do not exceed the Provider Choice Schedule. HBF will pay a benefit for the Services, in accordance with the Provider Choice Schedule. The result for the Eligible Member is that there will be no gap payment required from them. (ii) **Opt Out Option** The Practitioner charges the Eligible Member fees for Services which exceed the fee specified in the Provider Choice Schedule. HBF will pay Minimum Benefit only. The Eligible Member is required to pay any gap between the Minimum Benefit paid by HBF, and the charge imposed by the Practitioner. (c) **Specialist Anaesthetist Fully Covered** which means the fees charged for Services provided to Eligible Members by the Practitioner must not exceed the fees set out in the Specialist Anaesthetist Schedule. The result for the Eligible Member is that there will be no gap payment required from them.
Good Faith	means an intent to act honestly, fairly and appropriately in all dealings and includes, but is not limited to: (a) ensuring all records are completed correctly and in accordance with Government and industry guidelines; (b) exercising any discretions provided in this Agreement reasonably and not arbitrarily.
HBF Schedules	means the Full Cover Schedule, Provider Choice Schedule and the Specialist Anaesthetist Schedule.
HBF Trade Mark	means trademarks, logos, corporate typeface and corporate colour palette, whether registered or unregistered of HBF.
Hospital	means: (a) a licensed overnight private hospital or private day hospital facility; or (b) a public hospital, where Services are provided by the Practitioner in their capacity as a VMO.
Informed Financial Consent	means a Practitioner providing information to a Member to allow them to make a voluntary decision whether to consent to receive a Service with the knowledge and understanding of the benefits, risk and costs involved in receiving the Service and after being provided with the information the Member consents to receive the Service.
MBS	means the Medicare Benefits Schedule, the current schedule of medical fees set by the Commonwealth Government under the *Health Insurance Act 1973* (Cth).
Medicare Multiple Operation Rule	is described in Note TN 8.2 Medicare Benefits Schedule.
Member	means a person who is insured under a private health insurance policy issued by HBF.
Minimum Benefit	is 25% of the MBS fee, which is the minimum benefit that HBF is required by law to pay, in respect of Services for which a Medicare benefit is payable for an Eligible Member.

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Modern Slavery Laws	means any law, statute and regulation which prohibits exploitation of a worker, human trafficking, slavery, servitude, forced labour, debt bondage or deceptive recruiting for labour or services, or similar types of conduct, and applicable or otherwise in force in Australia
Multiple Operation	is where two or more operations, from Category 3, Group T8 for surgical services (other than Subgroup 12 of Group T8) of the Medicare Benefits Schedule, are performed on a patient on the one occasion.
Opt In Option	means in relation to a Practitioner that is subject to a Provider Choice Gap Election a decision to charge for all Services relating to an Episode in accordance with the Provider Choice Schedule.
Opt Out Option	means in relation to a Practitioner that is subject to a Provider Choice Gap Election a decision to charge for all Services relating to an Episode without regard to the Provider Choice Schedule.
Personal Information	has the same meaning as in the *Privacy Act 1988* (Cth).
Practitioner	means a medical specialist or any other medical practitioner accepted by HBF as a participant in HBF's medical gap agreement.
Provider Choice Schedule	can be obtained by contacting the Provider Support Team by phone on 1300 810 475 or by email to medicalgap@hbf.com.au.
Service	means 'Hospital Treatment', (as defined in the *Private Health Insurance Act 2007* (Cth)), provided to an Eligible Member.
Specialist Anaesthetist Schedule	can be obtained by contacting the Provider Support Team by phone on 1300 810 475 or by email to medicalgap@hbf.com.au.
Type C Procedure	means a procedure that would not normally require hospital treatment, as set out in the *Private Health Insurance (Benefit Requirements) Rules*.
VMO	means a Practitioner in private practice who also provides medical services, as a non-salaried Practitioner, in a public hospital.

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Attachment 2:
Collection Statement: Providers / Health Practitioners

We are HBF Health Limited ABN 11 126 884 786. At HBF, we exist to deliver for our members in the moments that matter. We achieve this by providing our members with products and services including private health insurance and health and wellness services. References to 'HBF', 'HBF Health', 'us', 'we' or 'our' refer to HBF Health Limited. HBF Group refers to HBF and its related entities.

As an Australian business, HBF is required to comply with the *Privacy Act 1988* (Cth) (**Privacy Act**) which includes the Australian Privacy Principles. We may also be subject to state and territory health records legislation when we deal with health information.

What is personal information?

"Personal information" is defined in the Privacy Act as information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not, or is recorded in a material form or not. It includes, but is not limited to, your name, age, gender, address, contact details and sensitive information. Sensitive information includes, but is not limited to, health information, genetic information and some biometric information.

Collection and use of your personal information

The type of personal information we collect and use depends upon your relationship with us (and our members).

If you are providing services to our members as a health practitioner or other healthcare provider, we may collect and use your personal information to:

- register you as a provider (including for provider arrangements such as medical gap or Member Plus arrangements);
- verify your identity and status as a health practitioner or other provider which may include government-issued identifiers including Medicare provider and Australian Health Practitioner numbers;
- manage our ongoing relationship with you (including if applicable to administer medical gap, Member Plus or other provider arrangements);
- provide our members, general practitioners and the general public with a HBF provider search service or a service which advertises or indicates whether you, (if you are a HBF registered medical gap provider, an ancillary provider, a HBF Member Plus Dental Provider, a HBF Optical Member Plus Provider or have a similar type of arrangement with HBF) participate in a particular arrangement with us, either on our website or on third party websites;
- conduct data analysis based on treatments performed and the associated fees and costs, and use results from our analysis of this data to measure trends, such as out of pocket (gap) expenses;
- make payments to your nominated bank account and send you remittance advices;
- permit you to access information such as remittance advices, provider registration information and communications via applications;
- obtain and record feedback from our members on the service you provide and deal with complaints;
- inform our members and prospective members that you are an HBF registered provider and whether or not you are a participant in any of our provider arrangements, including via online searches, phone, mail or email;
- understand and with your consent inform our members and the general public of your fees and costs including out of pocket costs for specific types of treatments;
- provide you with information about our processes, benefits and Fund Rules, including changes to them, subject to relevant laws;
- provide you with material, such as articles and information about provider arrangements that may be of interest to you, subject to relevant laws;
- administer, process and audit private health insurance claims;
- undertake actions to prevent, detect and follow up fraudulent or invalid claims or misrepresentations;
- conduct investigations and make determinations under our Fund Rules;
- ensure our records are consistent and accurate; and
- meet legislative requirements relating to private health insurers.

We may be required to collect personal information about you in order to comply with our obligations under the *Private Health Insurance Act 2007* (Cth) and other private health insurance laws and regulations. We may collect your personal information directly from you (when you register with us) or from third parties, such as Medicare, Australian Regional Health Group (ARHG), HICAPS and similar service providers, your practice representative or HBF members who have received services from you. If you are a medical practitioner registered with Australian Health Service Alliance Ltd (AHSA) we may collect your personal information from AHSA as we are one of their participating health funds and they administer our arrangements with hospitals and medical providers outside WA.

If you do not wish to provide the personal information HBF (or AHSA) requires for registration as a provider (including for medical gap or Member Plus arrangements) HBF (or AHSA) will not be able to register you as an HBF provider (or any applicable provider arrangement).

If you are a general practitioner, we may collect your details from HBF members that participate in member support programs.

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Disclosure of your personal information

In order to carry out the activities described in this statement, HBF may disclose your personal information to persons or organisations such as:

- other companies in HBF Group;
- other health funds and other service providers or other third parties who assist us in the prevention, detection and investigation of fraud;
- third parties for the purpose of provider registration and claims processing;
- our service providers (who may provide services directly to you or on our behalf) including mailhouses, persons conducting surveys and market research and claims administrators and other persons auditing or reviewing claims history or claiming patterns or providing IT support;
- health and wellness service providers (such as hospitals, pharmacies, general practitioners, allied health providers, and chronic disease and health management program providers), the facilitators of our arrangements with doctors, health service providers and hospitals, including AHSA;
- payment system operators and financial institutions;
- external consultants to review the claims history and claiming patterns of HBF members;
- regulatory or industry bodies (such as your professional association) and government agencies; and
- other parties to whom we are authorised or required by law to disclose information.

If you have registered with AHSA, your personal information may also be disclosed by AHSA as part of your arrangements with them.

If you are a registered medical gap provider or an ancillary provider (including a Member Plus Dental Provider, a HBF Optical Plus Provider or have a similar type of arrangement with HBF), we also disclose your personal information, including any correspondence or billing address, to the general public, to HBF members, to general practitioners and to third party website providers to provide HBF provider search services or to advertise or indicate whether you participate in a particular arrangement with us, either on our website, on a third party website, over the phone, by mail or email.

Disclosing your information overseas

Generally, HBF uses systems and customer teams located within Australia. However, HBF may also use service providers who store personal information overseas. This means personal information may be transferred as part of commercial arrangements between HBF and its service providers. Service providers located overseas may also be able to access your personal information which is stored in Australia.

At the time of the publication of this statement, the countries which HBF discloses personal information to or from which personal information may be accessed includes the United States of America, the United Kingdom, Canada, India, Singapore, Germany, Ireland and the Philippines. A current list of countries in which information may be located is available on our website at hbf.com.au/about-hbf/legal/privacy

HBF may disclose or provide access to recipients in countries not on this list where HBF's service providers or other third parties hold data or maintain their IT operations.

Also, as part of its direct digital marketing campaigns HBF may transfer some personal information (such as your email address) to social media platforms and other digital content operators located overseas in the countries listed above.

Access to your information and contacting us

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 or correction of that information, please contact HBF:

- By mail – HBF Privacy Officer, GPO Box C101, Perth WA 6839; or
- By telephone – 1300 810 475.

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. You may opt out of receiving material, such as articles and information about provider arrangements by emailing medicalgap@hbf.com.au or ancillaryproviders@hbf.com.au

The HBF Privacy Policy (available at hbf.com.au/privacy) contains further information about how HBF generally handles your personal information including:

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

For medical providers outside WA, if you register with AHSA you should also refer to their Privacy Policy as to how the AHSA handles your personal information (including disclosure to HBF) as part of their arrangements with you.