

Medical Gap Network Terms and Conditions

Important information for practitioners about participation in GU Health's medical no gap and known gap scheme.

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Section 1: About GU Health Medical Gap Network and the GU Health Medical Gap

Network Schedule of Benefits

The GU Health Medical Gap Network is comprised of registered medical specialists who may elect to charge the GU Health Medical Gap Network fees when treating GU Health Members. The GU Health Medical Gap Network and Schedule of Benefits are designed to reduce or remove the Gap for your patients.

Honeysuckle Health acts as nib's agent in managing nib's medical gap networks on nib's behalf.

Once registered for the GU Health Medical Gap Network, participation is voluntary and on a case-by-case basis. For each service you provide to a GU Health Member, you may elect whether to charge for your services through the GU Health Medical Gap Network.

The GU Health Medical Gap Network benefits are identified and described by the corresponding Medicare Benefits Schedule (MBS) item number in the GU Health Medical Gap Network Schedule of Benefits available at <https://guhealth.com.au/forms-and-publications/for-providers>. The GU Health Medical Network Schedule of Benefits shows the maximum amount we will pay under the Medical Gap Network.

The GU Health Medical Gap Network can be used as a no gap or Known Gap scheme. If your charge equals the relevant fee on the GU Health Medical Gap Network Schedule of Benefits, we will pay the invoice in full and the Member will have no gap.

However, you may also wish to charge our Member a Known Gap, up to set limits. This is an amount you charge in addition to the GU Health Medical Gap Network benefit that is payable by the Member. If you do decide to charge a Known Gap it will be necessary to inform your patient in writing of the gap they are likely to incur. *Refer to Section 9: Informed Financial Consent for full details.*

- Where an item number has an AMA fee listed, the Known Gap is the difference between the AMA fee and the GU Health Medical Gap Network benefit, but not exceeding \$400.
- If an item number does not have an AMA fee, the maximum Known Gap of \$400 may be charged to the Member.
- The maximum Known Gap you may charge our Member is up to \$400 per episode.
- The Known Gap is not claimable through Medicare or GU Health.

If you decide to charge above the maximum Known Gap, GU Health Medical Gap Network benefits will not be payable and the maximum GU Health will pay in this circumstance is 25 per cent of the MBS Fee.

If you elect to charge for a service through the GU Health Medical Gap Network, whether you use no gap or Known Gap, you acknowledge and agree that the Member will not be charged any additional booking, administration, technology or facility fees, or any other such fees related to that Treatment.

GU Health acknowledges the right of medical practitioners to exercise clinical independence at all times in relation to the provision of medical services. GU Health will not interfere in the relationship between medical practitioners and their patients.

Known Gap Example 1

Total MBS fee for episode	\$800
Total GU Health Medical Gap Network benefit for episode	\$1,000
Total AMA fee for episode	\$1,500
Known Gap that can be charged:	\$400

In the above example:

- Medicare will pay a benefit of \$600 (75 per cent of the MBS fee)
- GU Health will pay \$400 (the remaining 25 per cent of the MBS fee, plus the additional \$200 to pay the full GU Health Medical Gap Network benefit of \$1,000).
- As the difference between the total GU Health Medical Gap Network benefit and the total AMA fee is greater than \$400, the Member can be charged a maximum Known Gap of \$400, meaning the total amount that can be charged by the doctor in order to claim under GU Health Medical Gap Network is \$1,400.

Known Gap Example 2

Total MBS fee for episode	\$1,000
Total GU Health Medical Gap Network benefit for episode	\$1,250
Total AMA fee for episode	\$1,500
Known Gap that can be charged:	\$250

In the above example:

- Medicare will pay a benefit of \$750 (75 per cent of the MBS fee)
- GU Health will pay \$500 (the remaining 25 per cent of the MBS fee, plus the additional \$250 to pay the full GU Health Medical Gap Network benefit of \$1250).
- As the difference between the total GU Health Medical Gap Network benefit and the total AMA fee is less than \$400, the Member can be charged a maximum Known Gap of \$250, which is the difference between the GU Health Medical Gap Network benefit and the AMA fee.

Section 2: How These Terms and Conditions Apply

These Terms and Conditions apply to the GU Health Medical Gap Network. By applying for registration with the GU Health Medical Gap Network and each time you submit a GU Health Medical Gap Network Claim, you acknowledge that you have read and agree to comply with these Terms and Conditions. It may be necessary from time to time to:

- Change these Terms and Conditions; or

- Change the GU Health Medical Gap Network Benefits or add or remove any MBS item in the GU Health Medical Gap Network Schedule of Benefits, by providing notice on <https://guhealth.com.au/docs/provider-terms> and if applicable, writing to GU Health Members who have claimed under their insurance policies for any of the affected procedures in the previous 2 years where that procedure was part of an ongoing course of treatment.

Your use of the GU Health Medical Gap Network after any amendments to the Terms and Conditions constitutes your agreement to comply with the amended Terms and Conditions. Accordingly, you should regularly review the GU Health Medical Gap Network website to inform yourself of any changes to the Terms and Conditions.

Any changes made to these Terms and Conditions or the GU Health Medical Network Schedule of Benefits will not affect any Claims already submitted by you on, or prior to, the date of the change.

Section 3: Practitioner Eligibility for the GU Health Medical Gap Network

To apply for registration in the GU Health Medical Gap Network, please complete the registration form which can be found at <https://register.honeysucklehealth.com.au/for-providers/medical-network-registration/>

Your registration will be backdated for three months from the date the application is received by Honeysuckle Health, meaning services provided to eligible GU Health Members during that three month period can be charged under the GU Health Medical Gap Network. Any requests to backdate registrations beyond three months will need to be submitted in writing, and may be accepted at GU Health's discretion.

At the time of your registration and at all times during your participation in the GU Health Medical Gap Network, you must meet the following requirements:

- Be registered with Medicare Australia for the specialty being claimed;
- Hold medical indemnity insurance with a recognised indemnity provider with a minimum sum insured of \$20 million;
- Not allow another person to perform services using your provider number (except in accordance with rules in the Medicare Benefits Schedule);
- Bill GU Health directly when charging a service through the GU Health Medical Gap Network; and
- Otherwise comply with these Terms and Conditions.

You are not eligible to participate in the GU Health Medical Gap Network if:

- You are treating a Public Patient at a Public Hospital; or
- You are a salaried practitioner at a Public Hospital and are treating Private Patients covered by the registered participating health fund at a Public Hospital; or
- You are a pathologist; or

- You are, or become, unregistered or have your registration suspended under the laws of the relevant state or territory within Australia, in which case you must immediately notify GU Health; or
- GU Health has suspended or cancelled your registration with the GU Health Medical Gap Network under Section 10: Suspension and Cancellation.

Section 4: Member Eligibility for GU Health Medical Gap Network Benefits

A Member may be eligible for GU Health Medical Gap Network benefits if at the date of service, they:

- Receive treatment from you that has an MBS item number specified in the GU Health Medical Gap Network Schedule of Benefits. The GU Health Medical Gap Network does not apply to consultations before or after treatment or Inpatient pathology services;
- Are eligible for benefits for the Treatment under a Hospital Product to which the GU Health Medical Gap Network applies;
- Are not in arrears with the premiums for their Policy;
- Are not subject to a Waiting Period in respect of the service;
- Are eligible to receive Medicare Benefits; and
- Are not entitled to Compensation.

We recommend practitioners confirm a GU Health member's eligibility prior to the service by contacting the Member Relations Team on **1800 249 966** between 8.30am to 5pm (AEST), Monday to Friday or email:

If a Member is ineligible for GU Health Medical Gap Network benefits, it will be necessary to issue an invoice so they can claim their benefit entitlements from Medicare and GU Health (if applicable). The maximum that GU Health may be able to pay in this circumstance is 25 per cent of the MBS Fee.

Section 5: Claiming Requirements

Claims must be submitted electronically using the Medicare Eclipse system, even when you do not participate in the GU Health Medical Gap Network.

When participating in the GU Health Medical Gap Network, or not, on a case-by-case basis it is important to note electronic claims do need to be submitted to reflect the choice you have made.

When participating, selecting **Agreements (AG) or Scheme Claims (SC)** is required.

For the cases you have decided to charge above the network rate, passing on an out-of-pocket expense to the member, one of three selections can be made: **Patient Claims (PC), Billing Agent (MB) or Two Way (TW)**.

More detail on Simplified Billing and Eclipse can be found on the [Services Australia website](#). Additionally, it may be necessary for your practice to contact your system administrator as there could be variations in your practice management software

From time to time, it may be necessary for GU Health to request information in addition to the above to assist in establishing details of an admission or treatment provided, or to reconcile our records.

Claim Rejections

There may be times where GU Health will be unable to pay GU Health Medical Gap Network claims. GU Health Medical Gap Network claims may be rejected for reasons including, but not limited to:

- If you or the Member do not meet the requirements in Sections 3 and 4; or
- If the fee charged by you exceeds the GU Health Medical Gap Network benefit payable for that service, or exceeds the limits associated with the Known Gap component (in which case the member will need to be advised by you – see Section 9: Informed Financial Consent); or
- where your fees are equal to or below the MBS fee; or
- where the claim is sent directly to Medicare or to the Member instead of to GU Health; or
- where the MBS claimed does not meet the MBS description or explanatory notes; or
- where a claim is lodged with GU Health more than two years after the date of service; or
- for any service where the Member is an outpatient; or
- for any service where the Member is classified as a Public Patient; or
- where the claim is detected to be the result of non-compliance with these Terms and Conditions or where nib determines the billing practice to be inappropriate or incorrect.

GU Health will inform you of rejected claims via Eclipse and may ask for the claim to be:

- amended where appropriate and re-submitted;
- sent to the Member to be claimed through Medicare and GU Health (if applicable); or
- sent to the Member noting that the item shown on the account is not claimable through Medicare or GU Health.

Section 6: Payment of GU Health Medical Gap Network Claims

If you provide a service specified in the GU Health Medical Gap Network Schedule of Benefits to a Member and:

- You meet the eligibility requirements in Section 3: Practitioner Eligibility for the GU Health Medical Gap Network;
- The Member meets the eligibility requirements in Section 4: Member eligibility for GU Health Medical Gap Network benefits;
- Your claim meets the requirements in Section 5: Claiming requirements; and
- We have received Medicare Benefits for that service,

GU Health will pay you the GU Health Medical Gap Network benefit for the treatment into your nominated bank account within 10 business days of receipt of the Medicare Benefit from Medicare. You can nominate or change your bank account with GU Health by completing the GU Health Medical Gap Networks registration form available at <https://register.honeysucklehealth.com.au/for-providers/medical-network-registration/>

Please ensure that your bank account details are kept up to date with GU Health.

Incorrect payments

Should you, Honeysuckle Health, Medicare or GU Health become aware that a claim has been incorrectly paid or overpaid, Honeysuckle Health and nib reserve the right to obtain a refund of any money paid to you in error.

If this should occur, you agree to:

- Refund any amount paid incorrectly to you within 14 business days from the date you are given notice that a refund is required;
- Reissue an amended invoice as soon as practical after becoming aware of, or receiving notice of, the error.

If at any time you fail to refund any amount due as a result of the overpayment of a GU Health Medical Gap Network benefit made in error, the amount owing is a debt owed by you to GU Health. GU Health may consider recovering the amount by offsetting future GU Health Medical Gap Network Benefit payments.

Section 7: Auditing

GU Health may require your assistance to enable the verification of amounts paid by GU Health as Medical Gap Network Benefits in accordance with these Terms and Conditions.

Should GU Health or Honeysuckle Health reasonably suspect a breach of these Terms and Conditions or inappropriate billing practices nib or Honeysuckle Health may contact you to understand our information in greater detail. Often, this first point of contact and investigation is enough to resolve our enquiries. However, if we require further clarification, it may be necessary for you to provide us with access to, or copies of, additional Records, as required, during the course of a more detailed audit.

Section 8: Collection and Publication of Provider Information

We acknowledge that you have a right to choose whether or not to Claim through the GU Health Medical Gap Network on a discretionary, case-by-case basis. GU Health will make that clear to Members on its websites and via other standard communication channels

Collection of your information

When you register for the GU Health Medical Gap Network you consent to Honeysuckle Health and GU Health collecting your information for the benefit of our members, consumers, referring doctors and the promotion of the GU Health Medical Gap Network, including but not limited to the following information (**Practitioner Information**):

- your name;
- your practice name and address;
- your practice phone number;

- your practice email address;
- If you do not have consulting rooms, any contact details you have supplied to GU Health as being suitable for GU Health members (e.g. Principle Place of Practice, contact phone number, email);
- your specialty;
- Information about how often you make a claim through the GU Health Medical Gap Network or charge the Medicare Benefit Schedule Fee for Members, including your Participation Rate;
- average Gap and Known Gap charges (if any) for procedures performed by you for a certain period;
- number of services provided to members over a certain period;
- your surgical partners (e.g. anaesthetist) over a certain period; and
- the Hospitals in which you have provided treatment to Members; and

Contact information will be obtained from you (or your authorised representative).

GU Health collects Practitioner Information from a variety of sources including from Honeysuckle Health, directly from you, and indirectly from our claims data.

You consent to Honeysuckle Health and GU Health sharing Practitioner Information with one another for the purpose of administering and managing the Medical Gap network.

How we use Practitioner Information

We think it's important to help our Members make informed choices about their healthcare. GU Health may disclose or publish, by any means, Practitioner Information (as described above) to third parties, such as Members, consumers or referring doctors, including general practitioners or other specialists for the purpose of administering the GU Health Medical Gap Network and to help Members and consumers find a practitioner who suits their needs, including who is more likely to participate in the GU Health Medical Gap Network.

Practitioner Information may be published in any GU Health approved media or materials, including on websites controlled by GU Health or other companies in the nib Group or third parties, and via other GU Health communication channels. This includes publication via online healthcare provider directories. It is a requirement of your participation in the GU Health Medical Gap Network that you consent to the publication of your Practitioner Information as described in this clause 8. By registering and continuing to participate in the GU Health Medical Gap Network, you provide your consent.

Section 9: Informed Financial Consent

Where you have chosen to charge a Known Gap, we require that you provide the Member with Informed Financial Consent outlining the gap they will pay, and obtain their acknowledgement of that gap. This information is to be provided before the Treatment or services are provided where possible or otherwise as soon as practicable after.

As set out in Section 1, you may not charge any booking, technology or facility fees, or any other such fees related to that treatment.

Where you choose not to charge a service through the GU Health Medical Gap Network, GU Health asks that our Members still be provided Informed Financial Consent where practicable.

Disclosure of financial interests

You agree to disclose to your patients any financial interest that you have in the products or services recommended by you to the patient.

Government approved prosthetic devices

You must obtain Informed Financial Consent from Members when using surgically implanted prosthetic devices which will result in the Member having an out-of-pocket expense. Members should also be advised if there are suitable alternate devices which could be fully covered.

More information about prostheses arrangements is available at <http://www.health.gov.au/>

Section 10: Modern Slavery

GU Health providers are expected to respect universally recognised principles on human rights and labour rights. To this end, we expect you to:

- comply with the nib Supplier Code of Conduct (available at nib.com.au), which sets out the commitments, and principles we expect of all our supply chain partners to ensure they comply with internationally recognised principles on human rights, labour rights, the environment and anti-corruption;
- not engage in any conduct which may contravene modern slavery laws in Australia; and
- undertake to implement due diligence procedures to ensure that there is no, or there is no risk of the following types of modern slavery in your supply chains: exploitation of a worker, human trafficking, slavery, servitude, forced labour, debt bondage or deceptive recruiting for labour or services, or similar types of conduct.

We ask that you promptly provide nib with any information or documentation upon request that nib reasonably requests to:

- enable nib to comply with its obligations under Australian modern slavery laws; and
- evidence your compliance with the nib Supplier Code of Conduct and your obligations with respect to modern slavery as set out in this clause

Section 11: Suspension and Cancellation

GU Health may suspend or cancel your registration with the GU Health Medical Gap Network under the following circumstances:

- GU Health has reasonable grounds for suspecting fraud or non-compliance with these Terms and Conditions; or
- You have committed a material breach of the Terms and Conditions, or after repeated instances of non-compliance with these Terms and Conditions, where we have notified you in writing of your non-compliance; or
- GU Health determines, acting reasonably, that suspension is required to protect its interests or reputation; or

- You owe GU Health money under these Terms and Conditions and despite being notified of the debt, you have refused to pay within 14 business days; or
- You are, or become, unregistered or have your registration suspended under the laws of the relevant state or territory within Australia, in which case you must immediately notify GU Health; or
- You no longer carry medical indemnity insurance with a recognised indemnity provider in which case you must immediately notify GU Health.

Honeysuckle Health will notify you of any suspension or cancellation with a minimum of 14 business days' prior written notice setting out the reasons for suspension or cancellation, except where we reasonably determine that suspension or cancellation is urgently required to protect our Members or GU Health's interests, in which case we may suspend you with immediate effect.

GU Health may, at our discretion, allow a practitioner whose registration has been cancelled to re-register for and participate in the GU Health Medical Gap Network.

If GU Health suspends or cancels your registration with the GU Health Medical Gap Network, we will pay our 25 per cent portion of the MBS Fee for services unless Medicare has suspended or cancelled your registration with Medicare. In this instance, we will not pay the 25 per cent portion of the MBS Fee.

Section 12: Privacy Notice

Both Honeysuckle Health and GU Health are committed to complying with their obligations under Privacy law, which regulates how personal information should be collected, used, and disclosed and stored.

The Australian Privacy Principles require Honeysuckle Health and GU Health to use Members' personal information only for the purpose for which it is collected, or for a permitted purpose, which includes a secondary purpose that is related (or directly related in the case of health information) to the primary purpose. GU Health assessing and paying benefits under a Member's Policy is a permitted purpose.

When you, as a medical practitioner, apply for registration with the GU Health Medical Gap Network and when you request to update your contact details, Honeysuckle Health will collect from you or from your authorised representative your name, address and contact details (including your phone number and email address) and your Medicare provider number.

Honeysuckle Health and nib will use your personal information for the purpose of registering you in the GU Health Medical Gap Network, for assessing and processing Claims and making payments, for the purpose of helping Members and consumers find a practitioner who suits their needs, including who is more likely to participate in the GU Health Medical Gap Network and notifying you of programs that may benefit your patients.

We will disclose or publish your Practitioner Information, as outlined in Section 8.

Please refer to the nib Group Privacy Policy at <https://www.guhealth.com.au/forms-and-publications/all-other-forms/fact-sheets> and Honeysuckle Health's Privacy Policy at honeysucklehealth.com.au for information on:

- how you may access and seek correction of your personal information held by nib and Honeysuckle Health;
- how you may report a breach of the Australian Privacy Principles; and

how nib and Honeysuckle Health will deal with such a complaint.

Section 13: Contact, Feedback and Complaints

For enquires related to your agreement and registration please contact Honeysuckle Health's Provider Support Team

Phone: 1800 411 633 (Mon - Fri: 9am – 5pm AEST/AEDT)

Email: providers@honeysucklehealth.com.au

For enquiries related to claims (including remittance advice), please contact GU Health's Provider Relations Team

Phone: 1800 486 334

Email:

Honeysuckle Health and GU Health will make every possible effort to resolve claims and complaints to your satisfaction.

In the event that you are not satisfied with the outcome, you can contact the Commonwealth Ombudsman:

Phone: 1300 362 072

Mail: GPO Box 442

Canberra ACT 2601

Or submit a form online at www.ombudsman.gov.au/

For more information about the Commonwealth Ombudsman visit www.privatehealth.gov.au

Section 14: Glossary of Important Terms

“**Admission**” means being admitted by a medical practitioner to a hospital to receive treatment as a Private Patient. Treatment in the emergency room of a hospital is not an admission.

“**Admitted Patient**” means a person who is formally admitted to a Hospital for the purposes of Hospital Treatment.

“**Benefit**” means an amount of money payable from the Fund to or on behalf of a member under their Policy.

“**Claim**” means a claim for the payment of GU Health Medical Gap Network benefits which complies with these Terms and Conditions.

“**Code of Conduct**” means the nib Supplier Code of Conduct, a copy of which is available at the following link: <https://www.nib.com.au/docs/supplier-code-of-conduct-nov19>.

“**Compensation**” means a Member’s entitlement or potential entitlement to receive compensation, damages or benefits from any other source for treatment they have received (e.g. Workers Compensation, Compulsory Third Party Insurance, Travel Insurance, Sports Insurance etc.).

“**Condition**” includes any illness, injury, ailment, disease or disorder for which Treatment is sought.

“**Eligible Practitioner**” means a practitioner who meets the eligibility requirements set out in these Terms and Conditions.

“**Fund**” means the health benefits fund established by us under the Private Health Insurance Act.

“**Fund Rules**” mean the fund rules established by us that relate to the day-to-day operation of the Fund.

“**Gap**” means the difference between the amounts that a medical practitioner charges the member for a specific MBS item and the amount they are able to claim through Medicare and/or GU Health for that item.

“**Government approved prosthetic device**” means a surgically implanted item like an artificial knee or hip joint listed on the Government’s prostheses schedule.

“**GU Health**” means nib health funds trading as GU Health.

“**GU Health Medical Gap Network**” means our scheme set out in these Terms and Conditions where a practitioner accepts the GU Health Medical Gap Network benefit as full payment for treatment provided to the member, or opts to charge a Known Gap within set limits.



“**GU Health Medical Gap Network Benefit**” means the benefit payable by GU Health for a particular service as set out in the GU Health Medical Gap Network Schedule of Benefits.

“**GU Health Medical Gap Network Schedule of Benefits**” means the schedule set by GU Health that we will use for the payment of GU Health Medical Gap Network claims. The GU Health Medical Gap Network Schedule of Benefits is available at <https://guhealth.com.au/docs/provider-schedule>.

“**Honeysuckle Health**” means Honeysuckle Health Pty Limited (ABN 55 637 339 694).

“**Hospital**” has the meaning given under the Private Health Insurance Act.

“**Hospital Product**” means a Policy which includes Benefits for fees and charges for:

- a) Some or all hospital treatment; and
- b) Some or all associated professional services rendered to a member receiving treatment, and includes combined hospital and extras products.

“**Hospital Treatment**” has the meaning given under the Private Health Insurance Act.

“**Informed Financial Consent**” is where a Member is told in writing about, and consents to, the cost of Hospital Treatment before being provided with that treatment. The Member should be informed of the cost of Hospital Treatment before they are admitted to Hospital where practicable to enable Informed Financial Consent to be given.

“**Inpatient**” means a person who is formally admitted to a hospital for the purposes of treatment.

“**Known Gap**” means the ability to charge above the GU Health Medical Gap Network benefit up to a limit, paid by the patient, resulting in a known gap. This Known Gap must be accompanied by an Informed Financial Consent, acknowledged by the member in writing, prior to treatment where practicable.

“**MBS**” – see Medicare Benefits Schedule.

“**Medicare Benefit**” means the benefit payable by Medicare for a particular service as set out in the Medicare Benefits Schedule.

“**Medicare Benefits Schedule**” or “**MBS**” means the schedule set by the Commonwealth Government for the purpose of paying Medicare Benefits.

“**Medicare Benefits Schedule Fee**” or “**MBS Fee**” means the amount set under the Medicare Benefits Schedule for each item.

“**Member**” means a person who holds or is the beneficiary of a GU Health branded Policy

“**Modern Slavery Laws**” means any law which prohibits Modern Slavery and which is applicable or otherwise in force in the jurisdiction in which nib or the Supplier 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. “nib” means nib health funds limited ACN 000 124 381.

“**nib health funds**” means nib health funds limited ABN 83 000 124 381.

“**nib Group**” means nib holdings limited and its related bodies corporate.

“**Official Provider Receipt**” means accounts and/or receipts on your letterhead or showing your official stamp, and showing the following information:

- a) your name, provider number and address;
- b) the Member’s full name and address;
- c) the date of service;
- d) the description of the service;
- e) the amount(s) charged; and
- f) any other information that we may reasonably request.

“**Out-Of-Pocket Expenses**” means those charges and fees not covered by us under a Policy. For example, we will not pay for medical fees above the MBS Fee (where doctors don’t participate in the GU Health Medical Gap Network), any Hospital excess, or some personal and take home items like toiletries, newspapers and long distance and mobile phone calls provided in Hospital. These are billed to Members by practitioners and Hospitals. Members are advised to ask the Hospital and their Provider what their potential out-of-pocket expenses might be (see also Informed Financial Consent).

“**Outpatient**” means patients that don’t require admission or an overnight stay in a hospital.

“**Participation Rate**” means the percentage of times, over 12 months, you participated in the GU Health Medical Gap Network or charged only the Medicare Benefits Schedule Fee for treatment to a member.

“**Policy**” means a GU Health branded complying health insurance policy (as that term is defined in the Private Health Insurance Act), in respect of which premiums are payable.

“**Policyholder**” means the person who was named in an application for a Policy where that application was accepted by us and the Policy was issued.

“**Premium**” means an amount of money a Policyholder is required to pay to us in respect of a specified period of cover for a Policy issued under a Product.

“**Principal Place of Practice**” means the principal place of practice as defined by AHPRA being the location declared by the practitioner as the address at which they mostly practise their profession. If the location of the principal place of practice is in Australia, the following information is displayed on the registers of practitioners: Suburb, State and Postcode.

“**Privacy law**” means the Privacy Act 1988 (Cth), the Australian Privacy Principles, and state and territory privacy and health records laws, as applicable.

“**Private Health Insurance Act**” means the Private Health Insurance Act 2007 (Cth), Private Health Insurance (Prudential Supervision) Act 2015 (Cth) and includes any regulations and rules made pursuant to those Acts.

“**Private Hospital**” means a privately run hospital.

“**Private Patient**” means a patient electing to claim under their Policy for treatment in a Public Hospital or a Private Hospital.

“**Product**” means a defined group of Benefits which are payable to a Member under their chosen level of health cover in accordance with the Fund Rules, for approved expenses incurred by a Member and in respect of which Premiums are payable.

“**Professional Attention**” means:

- a) medical or surgical treatment by or under the supervision of a medical practitioner; or
- b) obstetric treatment by or under the supervision of a medical practitioner or a registered nurse with obstetric qualifications; or
- c) dental treatment by or under the supervision of a dental practitioner.

“**Psychiatric treatment**” means treatment of a mental illness or addictions at a psychiatric facility. This may include treatment for mood disorders, eating disorders, drug and alcohol detoxification and addiction therapy.

“**Public Hospital**” means a hospital owned and operated by the State or Federal Governments.

“**Public Patient**” means a patient who has elected to be admitted as a ‘public’ patient in a Public Hospital which means that all benefits are claimable through Medicare only.

“**Records**” includes financial records, books of account, medical records and other documents and information which may be stored electronically or manually.

“**Self-Insured Patient**” or “**Uninsured**” means a Member has opted to take full financial responsibility for a Claim and all associated costs.

“**Treatment**” means, in respect of Hospital Products:

- a) The provision of good and services that is intended to manage a condition, and is provided to a patient:
 - i) at a hospital; and
 - ii) By a person who is authorised by a hospital to provide the treatment; or
 - iii) Under the management or control of such a person.
- b) medical or surgical treatment by or under the supervision of a medical practitioner; or
- c) Obstetric treatment by or under the supervision of a medical practitioner or a registered nurse with obstetric qualifications.

“**You**” and “**Your**” means the person named in the application to participate in the GU Health Medical Gap Network.



“**Waiting Period**” means a period of time during which a Member must continuously hold a Hospital Product before a person covered by that product has an entitlement to receive a benefit for treatment.

“**We, us and our**” means nib Health Funds, trading as GU Health.