



nib MediGap Terms and Conditions

Important information for practitioners about participation in nib's medical no-gap scheme
6 December 2018

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Section 1: About MediGap and the MediGap Schedule of Benefits

MediGap is a network comprised of registered medical specialists who may elect to charge the MediGap fees when treating nib Members. MediGap and the MediGap Schedule of Benefits are designed to remove the Gap for your patients.

Once registered for MediGap, participation is voluntary and on a case-by-case basis. For each service you provide to a nib Member, you may elect whether to charge for your services through MediGap.

MediGap is a no-gap scheme. If your charge equals the relevant fee on the MediGap Schedule of Benefits, we will pay the invoice in full and the Member will have no Gap.

If you decide to charge above the MediGap Schedule of Benefit, nib's MediGap Benefits will not be payable and the maximum nib will pay in this circumstance is 25 per cent of the MBS Fee.

If you elect to charge for a service through MediGap, 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.

The MediGap Benefits are identified and described by the corresponding Commonwealth Medicare Benefits Schedule (MBS) item number in the MediGap Schedule of Benefits available at nib.com.au/providers/medigap

The MediGap Network Schedule of Benefits shows the maximum amount we will pay you under MediGap. The MediGap Benefit for a service is the total amount payable to you for that service (which includes 100% of the MBS payable for the service) and the MediGap Benefit will be the full and final payment for your Claim.

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

Section 2: How these Terms and Conditions apply

These Terms and Conditions apply to nib MediGap. By applying for registration with MediGap and each time you submit a MediGap claim, you acknowledge that you have read and agree to comply with these Terms and Conditions. It may be necessary from time to time for nib to:

- change these Terms and Conditions; or
- change the MediGap Benefits or, add or remove any MBS item in the MediGap Schedule of Benefits,

by providing notice on nib.com.au/providers/medigap and if applicable, writing to nib 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 MediGap 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 MediGap website to inform yourself of any changes to the Terms and Conditions. Further details of such changes will be made for available for nib members at nib.com.au/health-information/going-to-hospital/nib-medigap

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



Cover for nib members

In addition to nib branded products; nib underwrites branded Products including, but not limited to APIA Health Insurance, Qantas Insurance, Suncorp, AAMI and United Healthcare Global for Medicare eligible residence in Australia.

These Terms and Conditions apply to nib Members, including Members that hold these branded Products and partners we may work with in the future. A full list of nib's partnerships and more information is available at nib.com.au/providers/medigap

The MediGap Schedule of Benefits for nib patients also applies for these Members.

Section 3: Practitioner eligibility for MediGap

To apply for registration in MediGap, please complete the registration form which can be found at nib.com.au/providers/medigap-form

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

At the time of your registration and at all times during your participation in MediGap, 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;
- bill nib directly when charging a service through MediGap; and
- otherwise comply with these Terms and Conditions.

You are not eligible to participate in MediGap 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 nib; or
- nib has suspended or cancelled your registration with MediGap under Section 10: Suspension and Cancellation.



Section 4: Patient eligibility for MediGap

A Member may be eligible for MediGap Benefits if at the time of receiving a service from you, the Member:

- receives treatment from you that has an MBS item number specified in the MediGap Schedule of Benefits. MediGap does not apply to consultations before or after treatment or In-Patient pathology;
- is eligible for Benefits for the Treatment under a Hospital Product to which MediGap applies;
- is not in arrears with their Premiums;
- is not subject to a Waiting Period in respect of the service;
- is eligible to receive Medicare Benefits; and
- is not entitled to Compensation.

We recommend practitioners confirm a nib Member's eligibility prior to the service by contacting us on 1300 853 530 or any other nominated contact channels.

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

Section 5: Claiming requirements

Claims can be submitted electronically using the Medicare Eclipse system or manually to nib via post or email. Please include your official invoice and an accompanying batch header. It will be necessary to include the following details as part of your MediGap claim:

- Member's policy/Membership number;
- Member's name, address and date of birth;
- Member's current Medicare card number, including the patient reference number; and
- the MBS item numbers, associated charges and the date of service for inpatient treatment provided.

From time to time, it may be necessary for nib to request information in addition to the above to assist in establishing details of an admission or treatment provided, or to reconcile our records. More information about how to claim is available at nib.com.au/providers/medigap

Claim rejections

There may be times where nib will be unable to pay claims for MediGap Benefits. MediGap Benefit 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 insufficient or incorrect details are provided on the official invoice or batch header; or
- if the fee charged by you exceeds the MediGap Benefit payable for that service (in which case the Member will need to be advised by you – see Section 9); 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 nib; or
- where a Claim is lodged with nib more than two years after the date of service; or
- for any service where the Member is an Outpatient;
- any service where the Member is classified as a Public Patient.



nib will return rejected claims to you and may ask for the invoice to be:

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

Section 6: Payments of MediGap Benefits

If you provide a service specified in the MediGap Schedule of Benefits to a Member and:

- you meet the eligibility requirements in Section 3;
- the Member meets the eligibility requirements in Section 4;
- your claim meets the requirements of Section 5; and
- we have received Medicare Benefits for that service.

nib will pay you the MediGap Benefit for the treatment into your bank account within 10 business days of receipt of the Medicare Benefit from Medicare.

You can nominate your bank account with nib by completing an Authority to Add or Change Payment Details Form available at nib.com.au/providers/medigap

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

Incorrect payments

Should you, Medicare or nib become aware that a Claim has been incorrectly paid or overpaid, we 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; and
- 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 MediGap Benefit made in error, the amount owing is a debt owed by you to nib. nib may consider recovering the amount by offsetting future MediGap Benefit payments.

Section 7: Auditing

nib may require your assistance to enable the verification of amounts paid by nib as MediGap Benefits in accordance with these Terms and Conditions.

Should nib reasonably suspect a breach of these Terms and Conditions or inappropriate billing practices we will 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

At nib we think it's important to help our Members make informed choices about their healthcare. We'll be publishing some information about the practitioners who participate in MediGap to help our Members and consumers find a practitioner who suits their needs including who is more likely to participate in MediGap.

We acknowledge that you have a right to choose whether or not to Claim through MediGap on a discretionary, case-by-case basis. This is made clear to all nib Members in the communications they have with us.

Collection of your information

When you register for MediGap, you consent to nib collecting your information for the benefit of Members, consumers, referring doctors and the promotion of Medigap, including but not limited to the following information (**Practitioner Information**):

- your name;
- your practice name and address;
- your practice phone number;
- the email address for your practice;
- if you do not have consulting rooms, any contact details you have supplied to nib as being suitable for nib Members (eg Principal Place of Practice, contact phone number or email);
- your specialty;
- information about how often you make a Claim through MediGap or charge the Medicare Benefits Schedule Fee for Members including your Participation Rate;
- average Gap charges (if any) for procedures performed by you during a certain period;
- number of services provided to Members over a certain period;
- your surgical partners (for example, anaesthetist) over a certain period; and
- the name of the Hospitals in which you have provided services to Members over a certain period.

We collect Practitioner Information from a variety of sources including directly from you and indirectly from our claims data. Contact information in all cases will be obtained from you (or from an authorised representative).

How we use Practitioner Information

nib 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.

Practitioner Information may be published in any nib approved media or materials, including on websites controlled by nib or third parties, and via other nib communication channels. This includes publication via online healthcare provider directories.

nib will also collect reviews from Members and consumers regarding their healthcare experience with you, and may publish the moderated ratings and reviews on nib's websites or third party websites.

nib acknowledges that you have the right to choose whether or not nib publishes certain Practitioner Information. nib also acknowledges that you have a right to choose whether or not to Claim through MediGap on a case-by-case basis. nib will make that clear to Members on its websites and via other standard communication channels.



You will have the opportunity to opt-out of having your ratings, Member reviews and MediGap participation data published on nib's websites or third party websites.

Accordingly, if you would like to opt-out, or if you think your details are incorrect or you would like to query them, please contact us at medigaproviders@nib.com.au

Section 9: Informed Financial Consent

If you elect not to Claim through MediGap for a service, then where appropriate, we request 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 for a service through MediGap, nib asks that our Members still be provided Informed Financial Consent where practical.

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 health.gov.au

Section 10: Suspension and Cancellation

nib may suspend or cancel your registration with MediGap in the following circumstances:

- nib has reasonable grounds for suspecting fraud or non-compliance with these Terms and Conditions during the conduct of an audit; or
- you have committed a material breach of these 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
- nib determines, acting reasonably, that suspension is required to protect its interests or reputation; or
- you owe nib 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 nib; or
- you no longer carry medical indemnity insurance with a recognised indemnity provider in which case you must immediately notify nib.

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



nib may, at our discretion, allow a practitioner whose registration has been cancelled to re-register for and participate in MediGap.

If nib suspends or cancels your registration with MediGap, 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 11: Privacy notice

nib is committed to complying with its obligations under Privacy law, which regulates how personal information should be collected, used and disclosed and stored

The Australian Privacy Principles require nib to use nib 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. nib assessing and paying benefits under a Member's Policy is a permitted purpose. When you, as a medical practitioner, apply for registration with MediGap and when you request to update your contact details, nib 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.

We will use your personal information for the purpose of registering you in MediGap, and for assessing and processing Claims and making payments.

Additionally, we will also disclose or publish your Practitioner Information, including your name, specialty and practice contact details (when provided to us by you or your authorised representative) and other claiming information including your Participation Rate, as outlined in Section 8.

You can opt out of your ratings, Member reviews and MediGap participation data being published at any time. This is further explained in Section 8.

However, it is a minimum requirement of participating in MediGap that you agree to have your name, specialty, Principal Place of Practice and status as a registered MediGap practitioner made available for Members, consumers and referring doctors via our standard communication channels, including publication on nib's website and third party websites.

Refer to nib's Privacy Policy at nib.com.au for information on how you may access and seek correction of your personal information held by nib and how you may report a breach of the Australian Privacy Principles and how nib will deal with such a complaint.



Section 12: Feedback and Complaints

nib understands the importance of providing excellent service and we appreciate that feedback can help us improve.

To contact nib about MediGap:

Call us on **1300 853 530**

Monday to Friday 9am to 5pm (AEST)

Go to: nib.com.au/providers/MediGap

Email: medigaproviders@nib.com.au

Or write to us:

nib Health Services Contracting

Reply Paid 62208

Newcastle NSW 2300

Fax **02 4925 1906**

nib 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 ombudsman.gov.au

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



Section 13: Glossary of important terms

“Admission” means being admitted by a medical practitioner to a Hospital to receive Hospital 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 MediGap Benefits which complies with these Terms and Conditions.

“Compensation” means an entitlement or a potential entitlement to receive compensation or damages or any other indemnification in respect of any Condition (e.g. including an entitlement to workers compensation, compulsory third party insurance, travel insurance, sports insurance, common law damages, government and agencies programs).

“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 amount the Provider charges the Member for a specific MBS item and the amount they are able to claim through Medicare and/or nib 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.

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

“Hospital Product” means a Product 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 patient receiving Hospital Treatment, and includes combined hospital and extras products.

“Hospital Treatment” means the provision of goods and services that:

- a) is intended to manage a Condition; and
- b) is provided to a Patient:
 - i) by a person who is authorised by a hospital to provide the treatment; or
 - ii) under the management or control of such a person; and
- c) either:
 - i) is provided at a Hospital; or
 - ii) is provided, or arranged with the direct involvement of a Hospital.

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

“Inpatient” has the same meaning to ‘Admitted Patient’.



“**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**” 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.

“**MediGap**” is our scheme set out in these Terms and Conditions where a practitioner accepts the MediGap Benefit as full payment for services provided to the Member and is not permitted to charge Members any additional charges or out-of-pocket expenses.

“**MediGap Benefit**” means the fee set out in the MediGap Schedule of Benefits for each MBS item.

“**MediGap Schedule of Benefits**” means the Benefits that nib will pay under these Terms and Conditions. The MediGap Schedule of Benefits is available at nib.com.au/providers/medigap

“**Member**” means any Policyholder and any insured person covered under a Policy (including adults and dependent children).

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

“**Official Provider Receipt**” meaning 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 MediGap), 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 MediGap or charged only the Medicare Benefits Schedule Fee for a service to a Member.

“**Policy**” means a policy for a Complying Health Insurance Product issued by nib.

“**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 Member 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 and are not claimed under the Member’s Policy.

“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:

- a) in respect of Hospital Products: Hospital Treatment, Professional Attention and any other item in respect of which Benefits are payable to a Member under their Policy; and
- b) in respect of General Products: services and items for General Treatment for which Benefits are payable to a Member under their Policy.

“You” and **“Your”** means the person named in the application to participate in MediGap.

“Waiting Period” means a period of time during which a Policyholder must continuously hold a Policy for a particular Product before a Member under that Policy has an entitlement to receive a Benefit under that Product for particular goods or services.

“We, us and our” means nib.



Contact nib

Call us 1800 175 377

Mon to Fri: 9am to 5pm (AEST)

Register at www.nib.com.au/providers/medigap-form

Claim enquiries medigap@nib.com.au

nib health funds limited ABN 83 000 124 381

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