

1. General

These Terms and Conditions set out the basis and conditions upon which nib approves Recognised Providers to become part of the First Choice Network.

nib Health Funds First Choice Providers will provide nib Customers with accessible, quality healthcare services, including appropriate professional advice and information on applicable health and wellness topics.

In order to become an nib First Choice Network Provider, Recognised Providers must be granted and maintain First Choice Approval Status and continuously meet nib's expectations set out in these Terms and Conditions. By submitting a Claim with nib, the Recognised Provider agrees to be bound by these Terms and Conditions.

2. First Choice approval status

To become an nib First Choice Provider a Recognised Provider must be granted and maintain on an ongoing basis First Choice Approval Status. First Choice Approval Status is granted to Recognised Providers entirely at nib's discretion and can be withdrawn at any time by nib by terminating the nib First Choice Provider Agreement with 60 days' prior written notice.

To obtain First Choice Approval Status the Provider must:

- a) be a Recognised Provider;
- b) satisfy initially and on an ongoing basis all First Choice Eligibility Criteria;
- c) adhere to initially and on an ongoing basis the Quality Assurance Framework; and
- d) provide services in an area where nib does not have sufficient First Choice Provider coverage for nib Customers.

nib may withdraw First Choice Approval Status on 7 days' notice in writing if the nib First Choice Provider breaches the First Choice Network Provider Agreement including if they failed to comply with First Choice Eligibility Criteria, or any of the specific behaviours listed below.

3. Recognised Providers

First Choice Approval Status will only be granted to existing Recognised Providers as they have already registered with nib, provide treatment and/or services to nib Customers and have agreed to and comply with nib Recognised Provider Terms and Conditions.

4. First Choice eligibility criteria

In order for Recognised Providers to be granted First Choice Approval Status, the Recognised Provider must meet initially and on an ongoing basis the following:

Practice Environment

The practice environment must be designed to ensure safety, privacy, confidentiality and comfort of patients. The external practice environment must meet anticipated patient requirements, remain neat and tidy, in good repair and do nothing to detract from the nib Health Funds brand.

Electronic Claiming

Charges are to be passed on to nib Customers using electronic claiming terminals only. nib Customers are responsible for payment of services equal to the difference between the rate for that service in the Maximum Rate Schedule and the Benefit payable under the nib Customer's level of cover. Services must be processed in the presence of the nib Customer and on the same date of service.

In the event that the electronic claiming terminal is offline and an invoice is to be raised, the nib First Choice Provider must provide a fully itemized invoice, inclusive of all service details; provider number, date of service, customer's details and service description in order to allow benefits to be reimbursed.

Payments in Error

If, at any time, it becomes apparent that nib has paid a nib First Choice Provider any amount in error, including as a result of the provision of any incorrect data, invoice or other information supplied by the nib First Choice Provider, then nib may, at its complete discretion, elect to:

- a) offset the amount owed to it against any amounts payable by nib to the nib First Choice Provider under the nib First Choice Network Provider Agreement; and
- b) if the nib First Choice Provider fails to pay or repay any amount due to nib under the nib First Choice Provider Agreement, the amount is a debt owed by the Provider to nib. If nib is unable to deduct that debt from amounts that nib owes the nib First Choice Provider within a reasonable period after the amount becomes owing, nib may recover the amount as a debt in a court of competent jurisdiction.

Without limiting nib's rights or remedies, if an nib Customer pays a nib First Choice Provider an amount of a customer payment in error, including as a result of the provision of an incorrect invoice or other information provided by a nib First Choice Provider or as a result of a nib First Choice Provider failing to comply with the nib First Choice Network Provider Agreement, that nib First Choice Provider agrees to refund that amount paid by the eligible customer within 10 days of the nib First Choice Provider becoming aware of or being notified of the error.

All Providers Included

To provide consistency to nib Customers, nib will only enter into an agreement with a practice where all Providers agree to treat nib patients and participate in the network. The practice will be promoted on nib's search tool, to display directly to nib Customers and as such nib require that all Providers at that practice are made aware of and adhere to the First Choice Network Provider Agreement.

Multiple Practices

If the Recognised Provider wishes to join the nib First Choice Provider Network and the Recognised Provider owns/operates at more than one practice location; all locations must be identified upon application. Each practice will be assessed against applicable eligibility criteria and will be included only at the absolute discretion of nib.

Non-exclusive Relationship

There is nothing preventing any party from entering into an agreement with a third party under the same or similar terms and conditions.

Financial Consent Code of Conduct

nib First Choice Providers must agree to abide by the financial consent code of conduct set by the relevant professional body. nib Customers are not to be provided with health treatment without their consent at any time and the provision of information about applicable fees must be available to patients prior to their treatment. For full details of this policy please refer to the nib First Choice Provider's relevant professional body.

nib Customer Search

nib will use the customer facing contact details the nib First Choice Provider provides for display to nib Customers on nib's provider search tool on nib.com.au and other established communication channels.

Contact Email Address

The email address for a key contact (practice manager, principal practitioner etc.) must be provided for internal uses only. This will assist in the creation of a continual loop for communication regarding topics such as essential information, important updates, Net Promoter Score (NPS) and nib requested feedback around interactions with the intention of improving how nib and the nib First Choice Provider work together.

nib's Maximum Rate Schedules for each Applicable State

nib First Choice Providers' practice and all Providers working in the nib First Choice Provider's practice, agree to charge all nib Customers below or at the rates in the Maximum Rate Schedule at all times. The chargeable amounts set out in the Maximum Rate Schedules are inclusive of GST and are to be recognised as full payment for the services provided. The nib Customer will be responsible for payment of any variance between the rate in the Maximum Rate Schedule and the Benefit applicable to the nib Customer's level of cover.

If an nib Customer is charged in excess of the rates in the Maximum Rate Schedule a refund of the overcharges must be refunded, by the nib First Choice Provider to the nib Customer or nib, within 10 business days of notification by nib or the nib Customer.

nib's Maximum Rate Schedules for each applicable state will be reviewed on 1 April each year and nib may vary the rates in the Maximum Rate Schedule. nib will inform the nib First Choice Provider of any changes at least 30 days prior to their occurrence.

Auditing and Information Collection

Although the vast majority of Recognised Providers do the right thing, there are a small number that do not. nib has a zero tolerance policy for fraudulent behaviour. nib is also committed to providing nib Customers with the highest quality of service and professionalism when it comes to choosing a provider. nib may audit claiming and charges of nib Customers to ensure that the correct services are being charged, at the correct rates agreed to in the Maximum Rate Schedules. nib may visit a location for audit purposes to further examine or copy the records of each First Choice Provider in relation to treatment provided, in conjunction with this agreement. nib First Choice Network Providers acknowledge that the collection by nib and www.whitecoat.com.au of information and opinions from nib customers who utilise the Recognised Provider's professional service may also be assessed for First Choice Providers ongoing participation within the network.

Quality Assurance Framework

nib is committed to providing nib Customers with services by practitioners that at a minimum have a specific level of qualifications and are delivered with at the minimum a certain level of professionalism. nib has a Quality Assurance Framework that

must be met on an ongoing basis in order for the Recognised Provider's practice to be part of the nib First Choice Provider Network. nib assumes that the Recognised Provider meets this criteria upon application and assumes that the Recognised Provider will continue to do so for the duration of the agreement as an nib First Choice Provider. nib reserves the right to assess practices and nib First Choice Providers against this criteria at any time, for any reason. If the nib First Choice Provider fails to comply with this framework the nib First Choice Provider's practice may be removed from the nib First Choice Provider Network.

First Choice Network Coverage

There are limited positions in the nib First Choice Network. All prospective Recognised Providers will be assessed based on nib's customer profile and existing First Choice Provider geographic coverage levels, prior to being offered a position within the network. This will ensure that nib Customers have adequate First Choice Provider coverage, while ensuring First Choice Providers still receive the benefits of being part of the First Choice Network.

5. Cover for all nib customers

As a condition of participation within our nib First Choice Network the nib First Choice Provider agrees to service all nib Customers. In the event that a nib First Choice Provider proposes to provide treatment to an nib Customer who is an international student or worker the nib First Choice Provider must submit a treatment plan detailing all proposed services and fees as well as any applicable x-rays and photos prior to providing treatment. These treatment plans may be submitted directly to nib trained clinicians at internationalbenefits@nib.com.au. The full procedure for providing treatment is in the First Choice Network Provider Agreement.

6. Ending or suspending First Choice approval status

nib may suspend or withdraw your First Choice Network Approval Status by suspending or terminating the nib First Choice Network Provider Agreement with immediate effect if any of the following occur:

- a) the nib First Choice Provider's access for electronic claiming (HealthPoint, Tyro, HICAPS etc.) is suspended or terminated for any reason;
- b) the nib First Choice Provider fails to comply with the Quality Assurance Framework undertakings, or you lose or fail to achieve accreditation;
- c) the nib First Choice Provider is deregistered by their relevant professional body;
- d) the nib First Choice Provider is are derecognised as a Recognised Provider by nib for any reason;
- e) The nib First Choice Provider does not comply with any law (including if the nib First Choice Provider is convicted of a crime);
- f) in nib's reasonable opinion, the nib First Choice Provider's conduct may adversely impact nib's goodwill, reputation or business;
- g) if the nib First Choice Provider is suspected of any kind of claiming fraud or convicted of any fraudulent activities;
- h) reprimands or conditions are placed upon the nib First Choice Provider's registration by their relevant professional body or;
- i) the nib First Choice Provider has breached any term within this agreement.

The Provider or nib may terminate the Agreement without cause by giving 60 days' notice in writing to the other party. This termination by notice does not affect any claim either the Provider or nib may have against the other arising out of the nib First Choice Network Provider Agreement at the date of the termination.

If an nib First Choice Network Provider Agreement is terminated:

- a) nib will cease paying benefits according to the applicable Maximum Rate Schedule to that Provider;
- b) nib will inform any nib Customer that has utilised the services of the Provider in the preceding 12 months that they are no longer an nib First Choice Network Provider.

If an nib First Choice Network Provider Agreement is terminated, the Provider must immediately remove all nib signage and decals from the premises, and cease to represent themselves as an nib First Choice Provider using any other medium (online, radio, print etc).

If nib suspends a nib First Choice Network Provider Agreement, nib will not cease paying benefits according to the applicable Maximum Rate Schedule for that Provider during the period of suspension.

7. Amendments

nib may amend these Terms and Conditions at any time by giving Recognised Providers notice on nib's website.

8. Glossary

Benefit means an amount of money payable by nib to, or on behalf of, an nib Customer, in respect of approved expenses incurred by an nib Customer for treatment and/or services, in accordance with the nib Fund Rules.

Claim means a claim for the payment of Benefits which complies with the nib Fund Rules and Section 5 of these Terms and Conditions.

First Choice Approval Status means official recognition by nib that a Recognised Provider has satisfied initially and an ongoing basis all First Choice Eligibility Criteria.

First Choice Eligibility Criteria means the criteria that nib requires Recognised Providers to satisfy initially and on an ongoing basis in order to be granted First Choice Approval Status. First Choice Eligibility Criteria are set out in section 4 above.

First Choice Network Provider Agreement means the signed agreement between nib and a Provider, outlining the terms of operation as part of the First Choice Network which includes these Terms and Conditions.

First Choice Provider means a Recognised Provider who has satisfied initially and on an ongoing basis all the criteria required to gain First Choice Approval Status and has been granted that status in writing by nib.

Fund Rules means the rules established by nib that relate to the day-to-day operation of nib's health insurance and health-related businesses.

General Treatment has the same meaning as set out in section 121-10 of the Private Health Insurance Act 2007 (Cth) as amended from time to time.

Maximum Rate Schedule means the fees set out in the First Choice Network Provider Agreement.

nib means nib health funds limited ACN 000 124 389 having its registered office at 22 Honeysuckle Drive, Newcastle, New South Wales 2300, a registered private health insurer under the Private Health Insurance Act 2007(Cth).

nib Customer means a policyholder of nib (or anyone named on the policy) who is eligible to receive Benefits. This includes customers of nib Options, policyholders who are Australian residents, international visitors, international students or international workers, and policyholders of Apia health insurance, Qantas Assure health insurance and other health insurance brands underwritten by nib.

Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Private Health Insurance Act means the Private Health Insurance Act 2007 and includes any regulations or rules made under that Act

Provider means provider of General Treatment covered by nib products (and excludes providers of medical and hospital treatment as defined in the Private Health Insurance Act 2007 (Cth)).

Recognised Provider means a Provider of General Treatment that:

- is registered or holds a licence under relevant State or Territory legislation to provide the General Treatment sought;
- is professionally qualified, or a member of a professional body recognised by nib;
- satisfies any other criteria reasonably required by nib as set out in the Recognised Provider Terms and Conditions, to enable the payment of Benefits for General Treatment provided by the Provider; and
- is not suspended or derecognised by nib.

Recognised Provider Terms and Conditions means the Terms and Conditions that set out the requirements for a Provider to become a Recognised Provider by nib.

Services means the Services set out in the nib First Choice Network Provider Agreement.

Sensitive Information means information or an opinion about an individual's racial or ethnic origin, political opinions, membership of a political association, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual preferences or practices, criminal record, health information about an individual, genetic information about an individual that is not otherwise health information.

www.whitecoat.com.au means an online web service that will allow all Australians to search and compare Providers. Australians can search for Providers by type and location and compare Providers by nib customer advocacy scores and service charge scores.

9. CONTACT US

For further information please contact nib First Choice Network.

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