

Medical Gap Network Terms and Conditions

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

Contents

Section 1: About GU Health Medical Gap Network and the GU Health Medical Gap Network Schedule of Benefits

Section 2: How these Terms and Conditions apply

Section 3: Practitioner eligibility for GU Health Medical Gap Network

Section 4: Member eligibility for GU Health Medical Gap Network

Section 5: Claiming requirements

Section 6: Payment of GU Health Medical Gap Network Benefits

Section 7: Auditing

Section 8: Collection and publication of Provider information

Section 9: Informed Financial Consent

Section 10: Suspension and cancellation

Section 11: Privacy notice

Section 12: Feedback and complaints

Section 13: Glossary of important terms

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.

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/docs/provider-schedule>. 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.

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.

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.

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, you agree with GU Health and nib health funds to comply with these Terms and Conditions upon acceptance of your application.

Please read these Terms and Conditions carefully before applying for registration with the GU Health Medical Gap Network. 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>.

Please read the latest version of these Terms and Conditions and the GU Health Medical Gap Network Schedule of Benefits on the GU Health website prior to submitting a Claim. Any changes made to these Terms and Conditions or the GU Health Medical Gap Network Schedule of Benefits will not affect any Claims already submitted by you on, or prior to, the date of the change.

You agree that if the nib Group should undertake an internal reorganisation such that nib health funds becomes the insurer of the Policies and you are given notice of this, the rights and obligations of GU Health under these Terms and Conditions shall be transferred to nib health funds with effect from the date specified in the notice. In this case, references to GU Health in these Terms and Conditions will be taken to be references to nib health funds in respect of the application of these Terms and Conditions from such date.

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

To apply for registration in the GU Health Medical Gap Network, all you need to do is complete the registration form which can be found at <https://providers.guhealth.com.au/register>.

Your registration will automatically be backdated for three months from the date the application is received by GU 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: **corporate@guhealth.com.au**.

If a member is ineligible for GU Health Medical Gap Network benefits, it will be necessary to issue the member 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 can be submitted electronically using the Medicare Eclipse system, or directly to GU Health via post or email. Please include your official invoice and an accompanying batch header. The batch header can be found at <https://providers.guhealth.com.au/docs/provider-batch-account-form>. It will be necessary to include the following details as part of your GU Health Medical Gap Network 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 GU Health to request information in addition to the above 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 insufficient or incorrect details are provided on the official invoice or batch header; 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 the claim is sent directly to Medicare or to the member instead of to GU Health; 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. GU Health will return rejected claims to you and may ask for:
 - Invoice to be amended where appropriate and re-submitted;
 - Invoice to be sent to the member to be claimed through Medicare and GU Health (if applicable); or
 - Invoice to be 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 21 business days. Please ensure that your bank account details are kept up to date with GU Health. You can update your details by contacting us via email, gapsupport@guhealth.com.au or phone, **1800 486 334**.

Incorrect payments

Should you, Medicare or GU Health 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;
- 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.

Section 7: Auditing

Although the vast majority of practitioners do the right thing, there are a small number that do not. Should we receive information that leads us to reasonably suspect a breach of these terms and conditions or fraudulent billing practices, such as:

- inaccurate recording of treatments or procedures to maximise payment;
- creating or providing false documentation;
- altering accounts to increase financial benefits; or
- claiming for treatment that was not provided;

We will contact you to understand these variations in greater detail. Often this first point of contact and investigation is enough to resolve enquires.

However if we are not satisfied that the first contact response sufficiently addresses our concerns it may be necessary to request access to more detailed records.

As such, you agree that GU Health may itself or, through any person acting on behalf of GU Health, carry out an audit of your Records provided you are given at least five (5) business days' notice seeking a mutually acceptable time to conduct an audit. This may pertain to a claim for GU Health Medical Gap Network benefits or any other matter directly relevant to your obligations under these Terms and Conditions.

You agree to use best endeavours to assist GU Health in undertaking the audit including providing GU Health with access to clinical data and other necessary documentation in a timely manner to enable the verification of the amounts paid as GU Health Medical Gap Network benefits in accordance with these Terms and Conditions. GU Health and the Provider will meet their own costs, if any, in relation to the audit.

As part of the audit process, you agree:

- To supply, on request, copies of invoices relating to the components of services provided to a member and for which a GU Health Medical Gap Network benefit is sought, and when requested, also provide evidence that the invoices relate to a particular service provided to a member;
- That GU Health may conduct periodic evaluations to review all documentation, including certificates associated with certain Admissions nominated by GU Health, subject to you being provided no less than five business days' notice;
- You agree to repay within 14 business days of our request any monies that were paid to you where we determine, acting reasonably, you are not entitled to.

If a practitioner lodges a claim for services where the treatment claimed has not been provided or where unnecessary treatment is performed, GU Health may suspend the practitioner's entitlement to GU Health Medical Gap Network benefits, seek reimbursement of the GU Health Medical Gap Network benefits paid for that treatment, cancel the practitioner's registration with the GU Health Medical Gap Network or if necessary, refer the matter to Medicare and/or other relevant authorities, including law enforcement bodies.

Section 8: Collection and publication of provider Information

We think it's important to help our members make informed financial choices about their healthcare. We'll be publishing some information about the practitioners who participate in the GU Health Medical Gap Network to help members find a practitioner who suits their needs and is more likely to participate in the GU Health Medical Gap Network.

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. This is made clear to all GU Health members in the communications they have with us.

Collection of your information

You consent to GU Health collecting the following practitioner information for the benefit of our members:

- 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. contact phone number, email);
- your specialty;
- Information about how often you make a claim through the GU Health Medical Gap Network;
- average Gap and Known Gap charges (if any) for procedures performed by you;
- number of treatments provided to members;
- your surgical partners (e.g. anaesthetist) ; and
- The Hospitals in which you have provided treatment to members.

We will collect practitioner information directly from you and information indirectly from our claims data. Contact information in all cases will be obtained from you or your authorised representative.

Disclosure of Practitioner Information

GU Health may disclose practitioner information (as described above) to referring doctors, such as general practitioners or other specialists.

GU Health will also publish practitioner information on websites controlled by GU Health or other companies in the nib Group or in which these entities have an interest, and via other communication channels. This includes publication online via the Whitecoat website, **whitecoat.com.au**, a public healthcare services directory and customer review website.

To participate in the GU Health Medical Gap Network, we require that you agree to have your name, specialty, and status as a registered GU Health Medical Gap Network practitioner made available for members via our standard communication channels, including publication on our website, the websites of entities in the nib Group, and on the Whitecoat website at whitecoat.com.au.

However, you will be able to opt-out of having your ratings and customer reviews data published on the Whitecoat website at any time. Further information about Whitecoat's ratings, reviews and moderation guidelines can be found at whitecoat.com.au.

In addition, in the future GU Health may publish information generated from our claims data, such as your GU Health Medical Gap Network participation rate and average gap charges on our website or other websites in the nib Group.

If you think your details are incorrect or you would like to query them, please contact us at gapsupport@guhealth.com.au or on **1800 486 334**.

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: 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.

GU 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 11: Privacy notice

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

Additionally, we will also publish your name, specialty and practice contact details (when provided to us by you or your authorised representative). Please refer to *Section 8: Collection and publication of Provider information* for more information.

Please refer to the nib Group Privacy Policy at <https://www.guhealth.com.au/forms-and-publications/all-other-forms/fact-sheets> for information on how you may access and seek correction of your personal information held by the nib Group and how you may report a breach of the Australian Privacy Principles and how the nib Group will deal with such a complaint.

Refer to Whitecoat's Privacy Policy at www.whitecoat.com.au/page/privacy-policy for information on how Whitecoat manages your personal information and how you may access and seek correction of your information.

Section 12: Feedback and complaints

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

To contact GU Health about the GU Health Medical Gap Network:

Phone: 1800 486 334
Email: gapsupport@guhealth.com.au

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

To contact Whitecoat:

Go to: www.whitecoat.com.au/
Email: info@whitecoat.com.au

Section 13: 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.

“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.

“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.).

“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 Grand United Corporate Health Limited (ABN 99 002 985 033) or if a notice is given under Section 2, means nib health funds from the date specified in the notice.

“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>.

“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 treatment before being provided with that treatment. The member should be informed of the cost of 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.

“**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

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

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

“**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.

“**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.

“**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.

“**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 GU Health, or if a notice is given in accordance with Section 2, nib health funds.