

What Happens if You Breach Our Ancillary Provider Terms?

1 What are Our Ancillary Provider Terms?

Our Ancillary Provider Terms set out the terms of Our relationship with You as a “Recognised Provider”. If You are a “Recognised Provider”, We pay benefits for professional services that You provide to Our policy holders.

2 When will We conduct an investigation?

We will conduct an investigation using Our own records if We believe that You may have breached Our Ancillary Provider Terms.

We may seek independent external advice from a person qualified in Your profession to assist in Our investigation.

3 What happens if Our investigation leads Us to believe that You have breached Our Ancillary Provider Terms?

We will notify You in writing of the reasons why We think that You have breached Our Ancillary Provider Terms, what the next steps will be and how You must respond to Us. You must respond to Us within 30 days of Our notice.

The next steps will depend upon the seriousness of the breach.

In some cases, You will be given an opportunity to fix the breach within 30 days of Our notice to You.

If You fix the breach in time, You will continue to be a Recognised Provider but You must confirm in writing that You have fixed the breach and undertake that You will not breach Our Ancillary Provider Terms again. If We have suffered loss because of Your breach, We may also request that You pay for that loss.

There are some breaches of Our Ancillary Provider Terms that are so serious that We may choose to immediately end Our relationship with You. This means that We will no longer pay benefits for professional services that You provide to Our policy holders. You should check Our Ancillary Provider Terms to understand when We can immediately end Our relationship with You.

If You do not respond in time, We may decide to commence steps to end Our relationship with You.

4 What if You do not agree with Our belief that You have breached Our Ancillary Provider Terms?

You may make a written submission to Us within 30 days of Our notice to You if You do not agree with a decision that We have made either:

- to end Our relationship with You because of a serious breach; or
- that a breach has in fact occurred.

In Your written submission to Us You must set out the reasons that You disagree (with supporting evidence).

If We have ended Our relationship with You for a serious breach, We will not recommence Our relationship with You just because You have made a written submission to Us.

5 What if You need more time to prepare a written submission?

You may ask Us for a 14 day extension of the deadline for Your written submission. We will consider Your request in good faith and notify You promptly of Our decision.

6 What if We need more information from You after We have a written submission from You?

We may arrange a meeting with You to discuss Your submission and ask for more information. We may ask an independent external adviser qualified in Your profession to conduct or attend that meeting. If You wish, You may bring someone with You to that meeting to advise or represent You. If You wish to bring a lawyer, please give us seven days notice, so that We can determine if We will also have a lawyer attending.

We may notify You that We will take steps to end Our relationship with You if You do not:

- respond to Our requests for information; or
- agree to meet with Us (or Our independent external adviser).

7 How do We ensure that We make an objective decision?

Our investigations are conducted by Our Manager Clinical Utilisation Review. Once the Manager Clinical Utilisation Review has completed the investigation process and considered any written submission, a copy of Your file without You being identified is forwarded to the Head of Business and Clinical Analysis and the Head of Ancillary Risk and Business

Development or their delegates with a recommendation as to next steps.

The Head of Business and Clinical Analysis and the Head of Ancillary Risk and Business Development or their delegates will then independently review Your file before a decision is made.

8 What happens after We have considered Your submission?

We may decide one of the following:

- You will continue to be a Recognised Provider;
- You will continue to be a Recognised Provider on a probationary basis (see below); or
- We will commence steps to end Our relationship with You (see below).

9 What does it mean to be a Recognised Provider on a probationary basis?

If We decide to make You a Recognised Provider on a probationary basis, We will:

- continue to pay benefits in accordance with our Fund Rules for professional services that You provide to Our policy holders during the probationary period;
- conduct more frequent checks to assess whether You are complying with Our Ancillary Provider Terms; and
- help You to understand how You are in breach of Our Ancillary Provider Terms and what You can do to fix it.

The probationary period will not commence until we have notified you of its commencement date and duration (which will be no longer than 6 months).

10 What happens at the end of a probationary period?

We will decide the next step, which will be one of the following:

- We will extend the probationary period;
- We will notify You that the probationary period has ended and that You remain a Recognised Provider; or
- We will commence steps to end Our relationship with You (see below).

We will tell You of Our decision within 30 days of the end of the probationary period.

11 What happens if We commence steps to end Our relationship with You?

If we decide to commence steps to end Our relationship with You, We will:

- notify You that Our relationship will end in 30 days;
- stop paying benefits for professional services provided by You to Our policy holders from the date Our relationship ends or by any persons employed by you, and may at our reasonable discretion, stop paying benefits for any persons employed by You, or trading under the same business name (If applicable);
- withdraw electronic commerce immediately from you and any persons employed by you, or trading under the same business name (If applicable);
- inform Our policy holders and any professional Bodies or Government agencies that You are no longer a Recognised Provider (including, at our option, the reason why We have ended Our relationship with You);
- notify You if We will consider re-commencing Our relationship with You as a Recognised Provider and if so, when and how You may re-apply. If We ended Our relationship with You because Your conduct involved a crime, We will not re-commence Our relationship with You.