

A INTRODUCTION

A1 Rules Arrangement

A1.1 Contents of the Fund Rules

These **Fund Rules** consist of:

- (a) the 'Main Rules' (Fund Rules A to G), and
- (b) the 'Schedules' (Fund Rules H to M).

A1.2 Application of the Fund Rules

These Fund Rules apply to all Medibank Private private health insurance covers, other than Overseas Student Health Covers (OSHC).

A2 Health Benefits Fund

A2.1 Establishment and Administration of the Fund

- (a) Medibank Private Limited (ABN 47 080 890 259) is a ***Private Health Insurer*** trading as 'Medibank Private'.
- (b) A **health benefits fund** is established in accordance with the Constitution of Medibank Private Limited in order to carry on health insurance business and health insurance-related business as defined under, and in accordance with, the ***Private Health Insurance Act***.
- (c) Medibank Private Limited administers the ***Fund*** referred to in (b).
- (d) A reference in the Fund Rules to '**Medibank Private**' means either Medibank Private Limited, the ***Fund***, or both, depending on the context.

A2.2 Purpose of the Fund

The purpose of the ***Fund*** is to provide ***Benefits*** to or on behalf of ***Members*** in accordance with the terms of these Fund Rules.

A2.3 Purpose of the Fund Rules

These Fund Rules set out the arrangements for ***Membership*** of, and the payment of ***Benefits*** by, Medibank Private.

A2.4 Fund Policies

Medibank Private may supplement the Fund Rules with Fund Policies that are not inconsistent with the Fund Rules.

A2.5 Members Bound by Fund Rules and Policies

All ***Members*** of Medibank Private are bound by the Fund Rules and Fund Policies as amended from time to time.

A3 Obligations to Insurer

A3.1 Applicants to Provide Requested Information

An applicant for *Membership* of Medibank Private shall provide any information relevant to their *Membership* that Medibank Private may reasonably require.

A4 Governing Principles

A4.1 Government of the Fund

The operation of the *Fund* and the relationship between Medibank Private and each *Member* is governed by:

1. the *Private Health Insurance Act*
2. the *National Health Act*
3. the *Health Insurance Act*
4. these Fund Rules
5. Fund Policies, and
6. the Constitution of Medibank Private

A5 Use of Funds

A5.1 Financial Control

Medibank Private shall:

- (a) keep proper accounts and records of the transactions and affairs of the *Fund*
- (b) ensure that all payments from the *Fund* are correctly made and properly authorised, and
- (c) maintain adequate control over:
 - (1) the assets in its custody, and
 - (2) the incurring of liabilities by the *Fund*.

A5.2 Audit

Medibank Private shall arrange for its accounts and records to be audited in accordance with legislative requirements by 30 September in each year.

A5.3 Income to be Credited to the Fund

Medibank Private shall credit to the *Fund*:

- (a) all *Premiums* paid by *Contributors*, and
- (b) such other moneys or income as are required by the *Private Health Insurance Act* to be credited to a health benefits fund..

A5.4 Drawings on the Fund

Medibank Private may use the assets of the Fund only:

- (a) for meeting liabilities to pay Benefits in accordance with these Fund Rules;
- (b) for meeting other liabilities and expenses incurred for the purposes of the business of the Fund;

- (c) for making investments of Fund assets; and
- (d) for making such other distributions, payments and transfers as may, from time to time, be permitted under the *Private Health Insurance Act* or which may from time to time be required to be paid under the *Private Health Insurance Act*.

A6 No Improper Discrimination

A6.1 Community Rating

When making decisions in relation to any person who is, or seeks to become, a **Member**, Medibank Private will not improperly discriminate on the basis:

- 1) that a person suffers from a chronic disease, illness or other medical condition or from a particular kind of disease, illness or medical condition;
- 2) of a person's gender, race, sexual orientation or religious belief;
- 3) of the age of a person, except to the extent that Medibank Private is required or permitted to do so by the *Private Health Insurance Act* in relation to matters dealt with under Part 2-3 of that Act;
- 4) of where a person lives, except as permitted by the *Private Health Insurance Act*;
- 5) of any other characteristic of a person (including his or her occupation or leisure pursuits) that is likely to increase his or her need for Treatments;
- 6) of the frequency with which a person needs Treatment;
- 7) of the amount or extent of the Benefits to which a person becomes entitled during a period, other than as permitted by the Act; or
- 8) of matters which are, from time to time, prohibited by the *Private Health Insurance Act* for these purposes.

A7 Changes to Rules

A7.1 Amendments to the Fund Rules

Medibank Private may amend the Fund Rules at any time, in a manner consistent with the *Private Health Insurance Act*.

A7.2 Overriding Waiver

- (a) Medibank Private may waive the application of a Fund Rule at its discretion, provided that the waiver does not reduce any **Member's** entitlement to **Benefits**.
- (b) The waiver of a particular Fund Rule in a given circumstance does not require Medibank Private to waive the application of that Fund Rule in any other circumstance.

A7.3 Notification to Contributors

- (a) Where Medibank Private amends (or proposes to amend) a Fund Rule and this amendment is or might be detrimental to the interests of a **Member**, Medibank Private will inform the **Contributor** of an affected **Cover** about the change a reasonable time before the change comes into effect.
- (b) Where an amendment to Medibank Private's Fund Rules requires a change to the standard information statements for a **Cover**, Medibank Private will

also give the *Contributor* of an affected *Cover* an updated standard information statement for that *Cover* as soon as practicable after it has been updated.

A8 Dispute Resolution

A8.1 Member Complaints

- (a) A *Member* may make a complaint to Medibank Private about any aspect of their *Membership* at any time.
- (b) Medibank Private will make reasonable endeavours to respond to complaints quickly and efficiently.

A8.2 Private Health Insurance Ombudsman

- (a) The Private Health Insurance Ombudsman is available to assist health fund members who have been unable to resolve issues with their *Fund*.
- (b) Nothing in these Fund Rules prevents a *Member* of Medibank Private from approaching the Ombudsman at any time.

A9 Notices

A9.1 Correspondence

Medibank Private shall send any necessary correspondence to the most recently advised postal address, fax number or e-mail address of the relevant *Member*.

A9.2 Availability of Fund Rules to Members

These Fund Rules are available at any Medibank Private Retail Centre and *Members* may read them there on request.

A10 Winding Up

A11 Other

B INTERPRETATION AND DEFINITIONS

B1 Interpretation

B1.1 Interpretation of the Fund Rules

- 1. The Fund Rules are written using 'plain English'.
- 2. The names of individual *Covers* are referred to in *italics*, and are not intended to be interpreted more generally.

3. Words or expressions in ***Initial Capital Bold Italic*** are defined in Fund Rule B2 and are intended to be interpreted accordingly.
4. Unless otherwise specified, the definitions and sub-definitions in Fund Rule B2 apply throughout the Fund Rules.
5. A sub-definition is a part of the definition to which it belongs, and is not meant to be read in isolation.
6. Where not defined, words and expressions are intended to have their ordinary meaning.
7. A reference to any legislation shall be taken as a reference to that legislation as amended from time to time.
8. These Fund Rules are to be interpreted, so far as possible, in a manner that is consistent with the *Private Health Insurance Act*.
9. Unless the context requires otherwise, a term that is not defined in these Fund Rules but is defined in the *Private Health Insurance Act* will be interpreted with the meaning that it is given in *Private Health Insurance Act*.

B2 Definitions

- B2.1** **Accident** means an unforeseen event, occurring by chance and caused by an external force or object, which results in involuntary injury to the body requiring immediate ***Treatment***. This definition excludes unforeseen ***Conditions*** attributable to medical causes.
- B2.1.1** **Accredited Podiatrist** means a podiatrist who has been accredited by the *Minister* under s3AAA of the Health Insurance Act.
- B2.2** **Acupuncture** means professional ***Treatment*** that is:
- (a) approved by Medibank Private and
 - (b) provided during a ***Consultation*** with a practitioner who is recognised by Medibank Private as an acupuncturist.
- B2.2.1** **Acute Care Certificate** is a certificate in a form approved by Medibank Private to the effect that an ***Admitted Patient*** is in ongoing need of acute care. An Acute Care Certificate is valid for a period of 30 days and is required to support any period of continuous hospitalisation exceeding 35 days.
- B2.3** **Acute Catastrophic Illness or Injury** means a ***Condition*** that has severe symptoms of immediate onset requiring admission to a rehabilitation care ***Program***.
- B2.4** **Admitted Patient** means a person who is formally admitted to a ***Hospital*** for the purposes of ***Hospital Treatment***. This definition:
- (a) **includes** a new-born child who:
 - (1) occupies a bed in a ***Special Care Unit***, or
 - (2) is the second or subsequent child of a multiple birth, but
 - (b) **excludes**:

- (1) any other new-born child whose mother also occupies a bed in the *Hospital*, and
- (2) an employee of a *Hospital* receiving *Treatment* in their own quarters.

- B.2.4.1** **Adult Dependant** means a person who:
- (a) is an *Unmarried Child* of the *Contributor*,
 - (b) has reached the age of 21 but is under the age of 25, and
 - (c) is a *Member* of an eligible cover or combination of eligible covers.
- B2.5** **Ambulance** means a road vehicle, boat or aircraft operated by a service approved by Medibank Private and equipped for the transport and/or paramedical *Treatment* of persons requiring medical attention.
- B2.6** **Ancillary Cover** means a *Cover* that provides *Benefits* for *Ancillary Services* only.
- B2.7** **Ancillary Service** (or **Ancillary Treatment** or **General Treatment**) means a service, *Treatment* or product other than a *Hospital Service* or a *Hospital Treatment*, for which *Benefits* are payable.
- B2.8** **Approved Credit Facility** means a credit-card type arrangement approved by Medibank Private to enable *Contributors* to pay their *Premiums* automatically.
- Arrears:** see *Fund Rule D5.1*
- B2.9** **Australia** for the purposes of these Fund Rules:
- (a) **includes** the six *States*, the Northern Territory (NT), the Australian Capital Territory (ACT), the Territory of Cocos (Keeling) Islands and the Territory of Christmas Island, but
 - (b) **excludes** Norfolk Island and other Australian external territories.
- B2.10** **Benefit** (or **Fund Benefit**) means an amount of money payable by the *Fund* in accordance with the terms of these Fund Rules.
- B2.11** Deleted 1 June 2010.
- B2.12** **Benefit Replacement Period** means a continuous period of time that must elapse between any two purchases of the same type of item before *Benefits* are payable in respect of the later purchase. Applicable *Benefit Replacement Periods* are described in the relevant *Schedules*.
- B2.13** **Breathing Appliances** include Nebulisers, Peak Flow Meters and Spacing Devices.
- B2.14** **Calendar Year** means the period from 1 January to 31 December.
- B2.15** **Child** means one of the following:
- (a) a natural child (including a new-born child)

- (b) an adopted child
- (c) a foster child, or
- (d) a step-child (that is, a natural, adopted or foster child of the person's *Spouse/Partner*).

B2.16 **Child Dependant** means an *Unmarried Child* of the *Contributor*:

- (a) who is under the age of 21; or
- (b) who has reached the age of 21 but is under the age of 25 and is a *Student Dependant*.

B2.17 **Chiropractic and Osteopathy** means professional *Treatment* that is:

- (a) approved by Medibank Private, and
- (b) provided during a *Consultation* with a practitioner who is recognised by Medibank Private as a chiropractor or an osteopath.

B2.18 **Clinical Psychology** means professional *Treatment* that is:

- (a) approved by Medibank Private, and
- (b) provided during a *Consultation* with a practitioner who is recognised by Medibank Private as a psychologist.

B2.19 **Clinically relevant** in relation to a procedure or service means one that is:

- (a) performed or rendered by a *Medical Practitioner, Dental Practitioner* or *Optometrist* and
- (b) generally accepted in the relevant profession as being necessary for the appropriate *Treatment* of the patient.

Commonwealth Medicare Benefits Schedule (CMBS): see *Medicare Benefits Schedule*

B2.20 **Compensation** means:

- (a) a payment by way of damages
- (b) a payment (other than a payment of *Fund Benefits*) under a scheme of insurance or compensation provided for by a law of the Commonwealth, a *State or a Territory*
- (c) a payment, whether with or without admission of liability, in settlement of a claim for damages or of a claim under a scheme referred to in (b)
- (d) a payment by way of damages (or, whether with or without admission of liability, in settlement of a claim for damages) for professional negligence in relation to a claim for payment referred to in (a), (b) or (c), or
- (e) any other payment that, in the opinion of Medibank Private, is a payment in the nature of compensation or damages.

B2.21 **Condition** means any actual or perceived state of health for which *Treatment* is sought, and includes but is not limited to states variously described as: abnormality, ailment, disability, disease, disorder, health problem, illness, impairment, impediment, infirmity, injury, malady, sickness or unwellness.

- B2.22** **Consultation** means an attendance by a relevant provider, on and in the physical presence of, a patient, or as otherwise approved by Medibank Private.
- Continuous Hospitalisation**: see *Fund Rule E2.13*
- B2.22.1** **Contracted Hospital** means a *Hospital* with which Medibank Private has an agreement under Fund Rule E2.14.
- B2.23** **Contribution Group** means a group of *Contributors* approved for the purposes of Fund Rule D1.2.
- Contributions**: see **Premiums**
- B2.24** **Contributor** means a person in whose name an application for *Membership* of Medibank Private has been accepted, or any other person whom Medibank Private may, from time to time, treat as the *Contributor*.
- B2.25** **Co-payment** means (unless otherwise clear from the context) an amount of the accommodation charge raised by a *Contracted Hospital* for which a *Member* of a relevant *Hospital Cover* is liable. *Benefits* are assessed on the remainder of the relevant hospital charges.
- B2.26** **Cosmetic Surgery** means surgical procedures:
- (a) listed in the Plastic and Reconstructive Section (Subgroup 13) of the *Medicare Benefits Schedule* that:
 - (1) are not *Clinically Relevant*, or
 - (2) do not meet the eligibility conditions for the payment of Medicare benefits, **or**
 - (b) of a plastic or reconstructive nature that are not listed in the *Medicare Benefits Schedule*.
- Couple (membership)**: see *Membership Category*
- B2.27** **Cover** means a defined group of *Benefits* payable, subject to relevant Fund Rules, in respect of approved expenses incurred by a *Member*.
- B2.28** Deleted September 2007
- B2.29** **De Facto Relationship** means a relationship between two persons who:
- (a) are not legally married to each other, live together and consider themselves to be a couple, and are considered by Medibank Private (taking into account its obligations under Fund Rule A6.1) to be a couple, or
 - (b) are otherwise considered at law to be living in a de facto relationship.
- B2.30** **Default Benefit** means an amount determined by the *Minister* to be the minimum *Benefit* payable under a *Hospital Cover* for a particular type of *Treatment* in a *Hospital*.

- B2.31** **Dental Practitioner** means a person registered or licensed under a law of a *State or Territory* as a dental practitioner, dentist, dental surgeon, specialist dentist, advanced dental technician, clinical dental technician or dental prosthetist.
- B2.32** **Dental Treatment** means professional *Treatment* that is:
 (a) approved by Medibank Private, and
 (b) provided during a *Consultation* with a person who is recognised by Medibank Private as a *Dental Practitioner*.
- B2.33** **Dependant** means a person who is the *Contributor's Spouse/Partner, Child Dependant, Student Dependant* or *Adult Dependant*
- B2.34** **Dietetics** means professional *Treatment* that is:
 (a) approved by Medibank Private, and
 (b) provided during a *Consultation* with a practitioner who is recognised by Medibank Private as a dietician.
- B2.35** **Direct Contributor** means a *Contributor* other than a *Direct Debit Contributor* or a *Group Contributor*.
- B2.36** **Direct Debit Contributor** means a *Contributor* whose *Premiums* are automatically paid to Medibank Private using an *Approved Credit Facility* or from a financial institution account, in accordance with Fund Rule D1.3.
- B2.37** **Equity** means an increase in the annual limit applying to a *Benefit*, that depends on the length of continuous *Membership* of the *Cover*.
- B2.38** **Equivalent Cover** means a *Cover* offered by Medibank Private or another *Fund* which Medibank Private considers to be equivalent to a *Cover* offered by Medibank Private.
- B2.39** **Excess** means an amount that a *Member* must contribute towards his or her *Hospital Treatment*.

An Excess does not apply to:

- admissions of dependants
- prostheses and other items included on the Federal Government's Protheses Schedule
- in-hospital medical gap benefits payable under GapCover or a Medical Purchaser-Provider Agreement
- ambulance transport
- early discharge home nursing
- outreach services
- outpatient services
- broader health services such as CDMS (Chronic Disease Management Services)
- CPAP appliances
- drugs on the Exceptional Drug List (ie high cost drugs) where these are charged separately by the hospital.

B2.39.1 Excluded Service means services for which *Benefits* are not payable.

Family (membership): see *Membership Category*

Front-end deductible: see *Excess*

B2.40 Full-time Secondary Education means a course of study:

- (a) being undertaken at a secondary school, secondary college, or post-secondary institution in Australia
- (b) comprising secondary subjects, and
- (c) requiring a *Full-time Study Workload*.

B2.41 Full-time Study Workload means one where a student is enrolled in and undertaking:

- (a) at least three-quarters of the normal full-time workload for a course. Optional subjects can be included in the count but not subjects credited because of previous studies, or
- (b) a workload assessed at 0.375 or more per semester for the purposes of the Higher Education Contribution Scheme, or
- (c) at least two-thirds of a normal full-time workload where:
 - (1) there is no choice because of course requirements
 - (2) the Academic Registrar of the institution has directed in writing that a lighter load must be taken, or
 - (3) the institution has recommended that a lighter load be taken for specific academic or vocational reasons. This applies for half a year only, the remainder of the year must be at the normal 'full-time' rate, or
- (d) at least one-quarter of a normal full-time workload where there is medical evidence that the student suffers from a substantial disability.

To avoid doubt, where there is a break in study of more than 8 weeks due to illness, a course of study will **not** be considered to be full-time, unless:

- (e) the student remains enrolled in the course for the whole period of absence, and
- (f) a *Medical Practitioner* provides a certificate stating:
 - (1) the nature of the illness
 - (2) that the student cannot study because of the illness or injury, and
 - (3) that the student is likely to be able to resume study within 16 weeks, and
- (g) the Academic Registrar of the institution or an equivalent officer states in writing that the student will not be prevented from resuming full-time study at the end of the period mentioned in the *Medical Practitioner's* certificate.

B2.42 Full-time Tertiary Education means:

- (a) a course of study at a publicly funded tertiary institution in *Australia* which requires a *Full-time Study Workload*, or
- (b) a course or training program at a private sector institution, which:

- (1) is accredited by the relevant *State or Territory* government authority, and
- (2) is a higher education or TAFE-type course, but not a secondary education course, and
- (3) requires a *Full-time Study Workload*.

B2.43 **Fund** means the ‘Medibank Private’ health benefits fund, unless the context refers to another health benefits fund.

Fund Benefit: see *Benefit*

B2.44 **GapCover Scheme** means a scheme approved by Medibank Private that offers *Known Gap Policies* or *No Gap Policies*, where:

- (a) a **Known Gap Policy** is an arrangement that covers *Members* for all but a specified amount of the full cost of particular *Hospital Treatment* and *Hospital Services* (including in-hospital medical services)
- (b) a **No Gap Policy** is an arrangement that covers *Members* for the full cost of particular *Hospital Treatment* and *Hospital Services* (including in-hospital medical services), and
- (c) the ‘full cost’ referred to above means the full cost other than any amounts that are payable by the *Member* under these Fund Rules (for example, an *Excess* or a *Co-payment*).

B2.45 **Group Contributor** means a *Contributor* who is a *Member* of a *Contribution Group*.

B2.45.1 **Health Appliance** means an artificial aid or device other than a prosthesis, approved by Medibank Private, designed to assist with daily living activities.

B2.46 **Health Insurance Act** means the *Health Insurance Act 1973* (Cth).

B2.47 **Hearing Aid** means an appliance approved by Medibank Private that is designed to improve a person’s hearing.

B2.48 **Higher Hospital Cover** means any *Hospital Cover* that includes *Benefits* additional to those payable under a *Public Hospital Cover*.

B2.49 **Home Nursing** means professional nursing *Treatment* that is:

- (a) approved by Medibank Private, and
- (b) provided in the home by a *Registered Nurse* recognised by Medibank Private.

B2.50 **Hospital** means a facility declared by the *Minister* to be a hospital.

B2.51 **Hospital Cover** means a *Cover* which includes, but is not necessarily restricted to, *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*.
- B2.52** **Hospital Service** means *Professional Attention* or any other item in respect of which *Benefits* are payable from a *Hospital Cover*.
- B2.53** **Hospital Treatment** means hospital treatment as defined in section 121-5 of the *Private Health Insurance Act* including:
- (a) hospital accommodation and nursing care for the purpose of permitting *Professional Attention*, and
 - (b) the provision of a *Prosthesis* on the Federal Government's Protheses Schedule, to the minimum level of *Benefit* determined by the *Minister*.
- B2.53.1** **Included Service** means services for which *Benefits* are payable.
- B2.54** **Independent Private Practice** means a professional practice (whether sole, partnership or group) that is self-supporting. This means that its accommodation, facilities and services are not provided or subsidised by another party such as a *Public Hospital* or publicly funded facility.
- Known Gap Policy**: see *GapCover Scheme*
- B2.55** **Medical Practitioner** means a person who is registered or licensed as a medical practitioner under a law of a *State or Territory*.
- B2.56** **Medicare Benefits Schedule** (MBS; or Commonwealth Medicare Benefits Schedule (CMBS)) means the '*Medicare Benefits Schedule Book*' published by the Department of Health and Ageing, and includes any updates and Supplements to the Schedule published from time to time.
- Medicare Patient**: see *Public Patient*
- B2.57** **Member** means a person included in a Medibank Private *Membership*, or in *Membership* of another *Fund* where the context indicates and includes the policyholder and other persons insured under the relevant *Cover*.
- B2.58** **Members' Choice Provider** means one of the following:
- (a) **Members' Choice Ancillary Provider** is a provider of an *Ancillary Service* with whom Medibank Private has entered into an arrangement under Fund Rule E3.2.
 - (b) **Members' Choice Hospital** is a *Contracted Hospital* that forms part of Medibank Private's Members' Choice network.
- B2.59** **Membership** means membership of the *Fund* through the payment of *Premiums* in accordance with these Fund Rules.
- B2.60** **Membership Category** means one of the following:
- (a) **Single Membership**, which includes one *Member*, being either
 - (1) the *Contributor*, or

- (2) where approved by Medibank Private, a person other than the *Contributor*
- (b) **Couple Membership**, which includes the *Contributor* and their *Spouse/Partner*
- (c) **Family Membership**, which includes the *Contributor*, their *Spouse/Partner*, and one or more other *Dependants*
- (d) **Single Parent Family Membership**, which includes the *Contributor* and one or more *Dependants* other than their *Spouse/Partner*.

B2.61.1 **Minimum Benefit** (see Default Benefit)

B2.61 **Minister** means the Minister administering the *Private Health Insurance Act* or his or her delegate.

B2.62 **Month** means a period of time from a date in a month:

- up to, but not including, the corresponding date in the following month; or, where there is no corresponding date,
- to the end of the following month.

B2.63 **National Health Act** means the *National Health Act 1953* (Cth).

B2.64 **Naturopathy** means professional *Treatment* that is:

(a) approved by Medibank Private, and

(b) provided during a *Consultation* with a practitioner who is recognised by Medibank Private as a naturopath.

B2.65 **Nebuliser** means a device used for dispensing chemical agents or medication into a fine spray for the relief of asthmatic *Conditions*.

No Gap Policy: see *GapCover Scheme*

B2.66 **Nursing Home Type Patient** means a person who has been an *Admitted Patient* for a period of *Continuous Hospitalisation* exceeding 35 days and for whom an *Acute Care Certificate* is currently not in force.

B2.67 **Obstetrics-related Service** means a service that is listed under Group T4 (Obstetrics) or Group M13 in the *Medicare Benefits Schedule*.

B2.68 **Occupational Therapy** means professional *Treatment* that is:

(a) approved by Medibank Private, and

(b) provided during a *Consultation* with a practitioner who is recognised by Medibank Private as an occupational therapist.

B2.69 **Optical Appliance** means:

(a) an appliance designed to improve a person's sight, or

(b) a component of such an appliance that has been approved by Medibank Private.

B2.70 **Optometrist** means a person registered or licensed as an optometrist or optician under a law of a *State or Territory*.

- B2.71** **Orthoptics** means professional *Treatment* that is:
 (a) approved by Medibank Private, and
 (b) provided during a *Consultation* with a practitioner who is recognised by Medibank Private to provide orthoptics *Treatment*.
- Osteopathy**: see *Chiropractic and Osteopathy*
- B2.72** **Out-patient** means a patient of a *Hospital* who is not an *Admitted Patient*.
- B2.73** **Package Bonus** means a component of *PackagePlus Covers* which provides *Benefits* for approved *Membership* and health related expenses. These benefits are additional to those available under the *Hospital* and *Ancillary* components of these *Covers*.
- B2.73.1** **Package Cover** means a *Cover* that provides benefits for *Hospital Treatment* and *Ancillary Services*.
- PBS**: see *Pharmaceutical Benefits Scheme*
- B2.74** **PBS Medication** means any pharmaceutical listed in the *Schedule of Pharmaceutical Benefits* and prescribed in accordance with the provisions of the *Pharmaceutical Benefits Scheme*.
- PEA**: see *Pre-Existing Ailment*
- B2.75** **Pharmaceutical Benefits Scheme (PBS)** means the Commonwealth Scheme for the payment of pharmaceutical benefits detailed in Part VII of the *National Health Act*.
- B2.76** **Physiotherapy** means professional *Treatment* that is:
 (a) approved by Medibank Private, and
 (b) provided during a *Consultation* with a practitioner who is recognised by Medibank Private as a physiotherapist.
- B2.77** **Podiatry** means professional *Treatment* that is:
 (a) approved by Medibank Private, and
 (b) provided during a *Consultation* with a practitioner who is recognised by Medibank Private as a podiatrist.
- B2.78** **Pre-Existing Ailment (PEA)** means a *Condition*, the signs or symptoms of which, in the opinion of a *Medical Practitioner* appointed by Medibank Private, existed at any time during the six (6) months ending on the day on which the *Member* joined Medibank Private or transferred to a higher level of *Cover*.
- B2.79** **Pregnancy-related Service**:

- (a) means any type of *Treatment* related to the management of pregnancy, labour and childbirth, including ante- and post-natal care, and
- (b) includes but is not restricted to *Obstetrics-related Services*.

B2.80 **Premiums** (or **Contributions**) means an amount of money a *Contributor* is required to pay to Medibank Private in respect of a specified period of *Cover*.

B2.80.1 **Private Health Insurance Act** means the *Private Health Insurance Act 2007* (Cth) and, where the context requires, includes any Private Health Insurance Rules made by the *Minister* under section 333-20, or by the Private Health Insurance Council under section 333-25, of that Act.

B2.80.2 **Private Health Insurer** means an organisation registered, or taken to be registered as such under the *Private Health Insurance Act*.

B2.81 **Private Hospital** means a *Hospital* that has been declared by the *Minister* to be a Private Hospital.

B2.82 **Private Patient** means an *Admitted Patient* who is not a *Public Patient*.

B2.83 **Professional Attention** means:

- (a) medical or surgical *Treatment* by or under the supervision of a *Medical Practitioner*,
- (b) obstetric *Treatment* by or under the supervision of a *Medical Practitioner* or a *Registered Nurse* with obstetric qualifications,
- (c) *Dental Treatment* by or under the supervision of a *Dental Practitioner*, or
- (d) podiatric *Treatment* by or under the supervision of an *Accredited Podiatrist*.

B2.84 **Program** means a specified group of services or *Treatments* (including, but not limited to, those referred to in Fund Rules E2.7 and E2.8) that is:

- (a) provided at a *Hospital*, and
- (b) recognised by Medibank Private for the purpose of paying *Benefits*.

B2.85 **Prosthesis** means:

- (a) in relation to a *Hospital Cover*: any item on the Federal Government's Protheses Schedule, which for the purpose of these Fund Rules, is the schedule approved by the *Minister* under the Private Health Insurance (Protheses) Rules: and
- (b) in relation to an *Ancillary Cover*: an external appliance or device approved by Medibank Private, normally associated with a physical replacement of some part of the human body.

Psychology: see *Clinical Psychology*

B2.86 **Public Hospital** means a *Hospital* that has been declared by the *Minister* to be a Public Hospital.

- B2.87** **Public Hospital Cover** means *Basic Public Hospital Cover* offered in Queensland, and *Public Hospital Cover* offered in all other *States*.
- B2.88** **Public Patient** (or **Medicare Patient**) means an *Admitted Patient* of a *Public Hospital* who receives *Treatment* without charge.
- B2.89** **Qualifying Period**, in relation to a *Member* transferring from a visitors cover to another Medibank Private *Cover*, includes:
- (a) any *Waiting Period* applicable to both *Covers*, either in general terms or to a specific *Benefit*, and
 - (b) a *Benefit Replacement Period*.

Recognised Hospital: see *Public Hospital*

- B2.90** **Recognised Provider** means:
- (a) a *Hospital*; or
 - (b) an *Ancillary* provider in *Australia* who:
 - is in *Independent Private Practice*, and
 - for each relevant class of service or *Treatment*, satisfies all *Recognition Criteria*; or
 - (c) any other provider recognised by Medibank private.

Recognised (Public) Hospital: see *Public Hospital*

- B2.91** **Recognition Criteria** means the following conditions applying to *Recognised Providers*:
- (a) the provider is registered, or holds a licence, under any relevant *State or Territory* legislation to render *Treatment* for which recognition is sought
 - (b) the provider is professionally qualified, or a member of a professional body recognised by Medibank Private
 - (c) the provider provides facilities that meet the standards determined or recognised by Medibank Private, and
 - (d) any other criteria that Medibank Private considers reasonable.

B2.92 Deleted September 2007

B2.93 **Registered Nurse** means a person registered as a nurse with the Nurses Board or relevant authority of the *State or Territory* in which they practise.

B2.94 **Resident Cover** means any *Cover* offered by Medibank Private other than a visitors cover or *Overseas Student Health Cover* (OSHC).

B2.95 **Restricted Service** means a service or *Treatment* in respect of which the *Benefit* payable under a specified *Hospital Cover* is the relevant *Default Benefit*.

- B2.96** **Restricted Services Cover** means a *Higher Hospital Cover* containing a *Restricted Service*.
- B2.97** **Same-Day** refers to a period of hospitalisation that commences and finishes on the same date.
- B2.98** **Schedule** means a ‘Schedule of Contribution Rates, Benefits and Specific Conditions’ referred to at Fund Rule A1.1, unless otherwise indicated by the context.
- B2.99** **Schedule of Pharmaceutical Benefits** means the ‘*Schedule of Pharmaceutical Benefits*’ published by the Department of Health and Ageing as amended from time to time.
- B2.100** **School Accident** means an *Accident* which causes an injury to a *Dependant* who is a pre-school, primary or secondary school student while attending, or travelling to or from, school or an organised school activity.
- Single** (membership): see *Membership Category*
Single Parent Family (membership): see *Membership Category*
- B2.101** **Special Care Unit** means a unit of a *Hospital* approved by Medibank Private for the purpose of providing special care, and includes facilities such as intensive care units, critical care units, coronary care units, and high dependency nursing care units.
- B2.102** **Speech Therapy** means professional *Treatment* that is:
 (a) approved by Medibank Private, and
 (b) provided during a *Consultation* with a practitioner who is recognised by Medibank Private as a speech therapist.
- B2.103** **Spouse/Partner** means a person who lives with a relevant person in a marital or *de facto* relationship.
- For the purposes of this definition, two people who are temporarily living apart (eg. for work, study or family commitments, or to receive health-related treatment), but whose marital or *de facto* relationship is continuing are still regarded as living with each other.
- B2.104** **State of Membership** means the *State or Territory* in which the *Contributor* currently has *Cover*. To avoid doubt, this definition has relevance only to a *Member* of a *Resident Cover*.
- B2.105** **State of Residence** means the *State or Territory* in which the *Contributor* currently resides. For the purposes of these Fund Rules:
 (a) unless otherwise specified, a *Contributor* living in the Australian Capital Territory (ACT) is taken to be a resident of New South Wales (NSW), and

- (b) a **Contributor** living in the Territory of Cocos (Keeling) Islands or the Territory of Christmas Island is taken to be a resident of the Northern Territory (NT).

B2.106 **State or Territory** means a State or mainland Territory of *Australia*.

B2.107 **Student Dependant** means a person who:

- (a) is an *Unmarried Child* of the *Contributor*,
- (b) has reached the age of 21 but is under the age of 25, and
- (c) is undertaking *Full-time Secondary Education* or *Full-time Tertiary Education*.

B2.108 **Suspendable Cover** means any *Cover* other than *Ambulance Cover*.

B2.109 **Suspension** means the temporary discontinuation of a *Membership* in accordance with these Fund Rules. Subject to Fund Rule C9.2, **Suspension** can be one of the following:

- (a) **Membership Suspension**, which applies to all *Members* of the *Membership*, or
- (b) **Partial Suspension**, which applies to a specified *Member* only (other than in the case of a *Single Membership*).

Territory: see *State or Territory*

B2.110 **Transfer** means:

- (a) a transfer from another health benefits *Fund* to Medibank Private with a break in coverage no longer than that specified in Fund Rule C6.1.
- (b) a change of *Cover* within Medibank Private.

B2.111 **Treatment** means:

- (a) in respect of *Hospital Covers*: *Hospital Services* and *Hospital Treatment*, and
- (b) in respect of *Ancillary Covers*: services and items for which *Benefits* are payable under these Fund Rules. To avoid doubt, a 'service' excludes any treatment that is not provided by the provider personally or under the direct supervision of the provider.

B2.112 An **Unmarried** person means a person who does not have a *Spouse/Partner*.

B2.113 **Waiting Period** means a period of time during which a *Member* must hold continuous *Membership* at a particular level of *Cover* before the *Member* has an entitlement to receive a *Benefit* at that level of *Cover*.

B2.114 **Visitors Cover** includes Visitors Health Insurance and Working Visa Health Insurance covers unless expressly stated to exclude them, but does not include Overseas Student Health Covers.

B3 Other

C MEMBERSHIP

C1 General Conditions of Membership

C1.1 Same Membership Category and Covers

All *Members* under the same *Membership* shall:

- (a) belong to the same *Membership Category*, and
- (b) have the same *Cover* or *Covers*.

C1.2 Deleted 2 April 2007

C1.3 Change of Membership Details

- (a) Subject to other Fund Rules, where *Membership* details change, a *Contributor* shall inform Medibank Private within two (2) months of such changes. The *Contributor* may, where appropriate, arrange for another *Member* to contact Medibank Private on their behalf.
- (b) Changes of *Membership* details may include, but are not limited to:
 - change of address of any *Member*
 - change of contact details (such as phone, e-mail, or fax numbers)
 - change of Australian residency status
 - change of name
 - change of visa status
 - a *Student Dependant* ceases or defers study
 - change of marital status or *de facto* status of a *Dependant*, or
 - a *Dependant* is no longer eligible to be a *Dependant*.

C1.4 GST

Where the *Premium* for a *Cover* includes an amount in respect of Goods and Services Tax (GST), each *Member* on that *Cover* is taken to have no entitlement to claim back the GST on the *Premium* as an input tax credit and to represent to Medibank Private that he or she has no intention of making a claim for any portion of that GST as an input tax credit, unless and until the *Member* notifies Medibank Private in writing that the *Member* is entitled to do so.

C1.5 Spouse/Partner Transactions

- a) Unless the *Contributor* instructs Medibank otherwise, *Spouses/Partners* covered by Resident or Visitors Covers will be able to manage most transactions on behalf of the *Contributor*.
- b) Transactions which *Spouses/Partners* can manage will be determined by Medibank from time to time.
- c) *Spouses/Partners* will not be permitted to remove the *Contributor* from the Membership, substitute themselves as *Contributor*, or cancel the Membership.
- d) To enable the *Contributor* and *Spouse/Partner* to manage their *Membership*, Medibank may disclose registered membership details

- (e.g. contact and account details) to both *Contributor* and *Spouse/Partner*.
- e) This functionality will not apply in respect of *Spouses/Partners* aged under 16.
 - f) A *Spouse/Partner* must not deliberately or recklessly act in relation to the membership in a way which is inconsistent with the known, or reasonably inferable, wishes of the *Contributor*.

C2 Eligibility for Membership

C2.1 Membership Eligibility: General

Subject to these Fund Rules, any natural person is eligible to be a *Member* of any *Cover* that is made available for sale by *Medibank Private*.

C2.2 Membership Eligibility: Visitors covers

1. *Membership* of a visitors cover is available only:
 - (a) to persons who are:
 - (i) not eligible for full Medicare benefits; and
 - (ii) not eligible for *Membership* of *Overseas Student Health Cover (OSHC)*; and
 - (b) where the visitors cover is a **Working Visa Health Insurance** cover which commenced or was established on or after 1 June 2010 (or such later date as Medibank Private determines) - the *Contributor* or *Spouse/Partner* who is also insured under that *Cover* is the holder of a visa in the class of visa types that are, from time to time, approved by Medibank Private for the purposes of this Fund Rule.
2. To enable Medibank Private to determine eligibility, it may, upon reasonable notice to the *Member*, require production of proof of eligibility to become, or to continue as, a person insured under a particular *Cover*.
3. If a *Member* fails to provide documentary evidence to the reasonable satisfaction of Medibank Private, Medibank Private may deem that *Member* to be ineligible to be insured under that *Cover*.

C2.3 Holding of an Ineligible Cover

Where:

- (a) a *Member* joins a *Cover* which the *Member* was ineligible to join;
- (b) a *Member* insured under a *Cover* ceases to be eligible to hold that *Cover* (whether due to any change of visa or residency status or otherwise); or
- (c) a Working Visa Health Insurance cover is issued to a *Contributor* and neither that *Contributor* nor any *Spouse/Partner* of that *Contributor* who is also insured under the *Cover* meets the visa requirement specified in Fund Rule 2.2(c) at that time or, having met that visa requirement at the time of issue of that Working Visa Health Insurance cover, ceases to meet that requirement;

then Medibank Private may, at its discretion do all or any or any combination of the following:

- (d) Terminate the *Membership*;
- (e) migrate the *Membership* from that *Cover* (the 'ineligible cover') to a different type of *Cover* (the 'substituted cover'), being such other type of *Cover* that Medibank Private reasonably considers, in the circumstances, most appropriately to substitute for the ineligible cover and that is a type of *Cover* which any affected *Members* are in fact eligible to join;

and Medibank Private may, at its discretion, do any of these things with retrospective effect from such prior date as the affected *Members* were first or first became ineligible to hold or to continue to hold the relevant *Cover*.

Where Medibank Private migrates *Members* to a substituted cover with retrospective effect, it may also reassess *Premiums* payable by or on behalf of the affected *Members* and *Benefits* paid to or in respect of affected *Members*, notify the *Members* of any underpayment of *Premiums* or any overpayment of *Benefits* and require immediate payment or repayment to Medibank Private of the same, apply any pre-paid *Premiums* standing to the credit of the *Membership* towards any amount owed to Medibank Private by way of repayment of *Benefits* and treat any *Membership* as being in *Arrears* until all such underpayments of *Premium* and overpayment of *Benefits* have been made good.

Medibank Private may take such other measures as are determined by Medibank Private as appropriate in the circumstances, including (but not limited to) those that are available under any other provisions of these Fund Rules, at law, in Equity or pursuant to statute. Without limiting the foregoing, Medibank Private may also notify any government department or authority (including but not limited to the Australian Taxation Office and the Department of Immigration and Citizenship) of any circumstances relating to the situation of a *Member* having been insured under a *Cover* for which the *Member* was ineligible.

C2.4 Members Granted Retrospective Australian Residency

Where a *Member* is officially advised that their permanent Australian residency has been granted from a date prior to the date of the advice, for the purposes of these Fund Rules, the permanent residency is taken to be effective only from the date of the advice.

C2.5 State of Residence (Resident Covers)

A *Member* may hold *Membership* only in respect of the *Contributor's* *State of Residence*.

C2.6 Minimum Age of Contributors

Unless otherwise approved by Medibank Private, a person aged under 16 is not eligible to be a *Contributor*.

C2.7 Deleted 3 April 2006

C2.8 Deleted 3 April 2006

C3 Dependants

C3.1 This Rule deleted with effect from 1 April 2005.

C3.2 Dependants Ceasing Eligibility

Subject to these Fund Rules, a person who ceases to be eligible to be a *Dependant Member* of Medibank Private or any other *Fund* may become a *Contributor* by choosing a currently marketed Medibank Private cover.

No additional *Waiting Periods* will apply, provided :

- 1) the new *Cover* is no higher than the existing *Cover*, and
- 2) the person applies for *Membership* within two (2) months of ceasing to be a *Dependant*.

C4 Membership Applications

C4.1 Premiums Payable with Application

An application to join the *Fund* will be accepted only where accompanied by payment of the *Premium* for the minimum period relevant to the applicant, as specified in Fund Rule D1.3

C4.2 Form of Application

Medibank Private may specify from time to time the form(s) in which an application to join the *Fund* as a *Contributor* shall be submitted.

C4.3 Refusal of Applications for Membership

- (a) Subject to (b) and to Fund Rule A6.1, Medibank Private may refuse an application for a person to join the *Fund* as a *Contributor* or as a *Dependant*.
- (b) Medibank Private may not refuse an application for *Membership* of a Resident *Hospital Cover*, subject to the applicant satisfying all relevant Fund Rules.
- (c) Where Medibank Private refuses such an application, it shall give the applicant a reason for the refusal.

C4.4 Reinstatement of Cancelled Membership

Where a *Membership* has been cancelled under Fund Rule C7.1, Medibank Private may at its discretion reinstate the *Membership* at the request of the *Contributor*, with continuity of entitlements, subject to the payment of all *Premiums* as required under Fund Rule D5.2 (b).

C4.5 Information in Support of an Application for Membership

A person seeking to become a **Member** of Medibank Private is required to provide such information as Medibank Private reasonably considers necessary.

C5 Duration of Membership

C5.1 Membership Commencement Date: Resident and Visitors Covers

- (a) **Membership** commences on the latest of:
- (1) the date on which an application is lodged with Medibank Private, or
 - (2) where Medibank Private agrees, a later date nominated in the application, or
 - (3) in the case of a visitors cover the Contributor's date of arrival in Australia.
- (b) A new-born child may be added to a Single Parent Family, Couple or Family **Membership** from its date of birth, without additional **Waiting Periods**, provided the **Membership** commenced no later than the child's date of birth.
- (c) A new-born child may be added to a Single **Membership** from its date of birth, without additional **Waiting Periods**, provided that:
- (1) the **Membership** commenced no later than the child's date of birth;
 - (2) the application is received by Medibank Private within 2 months of the date of birth; and
 - (3) the **Membership Category** is amended to reflect the addition of the child.

C5.2 Deleted 5 April 2004

C6 Transfers

C6.1 Transfers from Other Funds Within 2 Months – Waiting Periods

When a **Member** of another **Fund** transfers to Medibank Private with a break in coverage of two (2) months or less, Medibank Private may apply all relevant **Waiting Periods**:

- (a) to any **Benefits** under the Medibank Private **Cover** that were not provided under the previous **Cover**
- (b) to the difference (if any) between the **Benefit** payable by Medibank Private in respect of a service and that payable by the previous **Fund** as at the date of service
- (c) to the unexpired portion of any **Waiting Periods** not fully served under the previous **Cover**, and
- (d) to the unexpired portion of a **Benefit Replacement Period** or limit governing the supply or replacement of an appliance or **Prosthesis**.

C6.2 Joining Medibank from Another Fund with a Break of More Than Two Months

Where a former **Member** of another **Fund** joins Medibank Private with a break in coverage of greater than two (2) months, Medibank Private will

treat the person as a new **Member** for all purposes except those relating to Lifetime Health Cover as specified at Fund Rule D4.1.

C6.3 Cover Changes Within Medibank Private

Where a **Member** transfers to a different Medibank Private **Cover** (the New **Cover**) that is:

- deemed by Medibank Private to be a lower level of **Cover, Benefits** (where payable) are payable at the level of the New **Cover** provided that the relevant **Waiting Period** for the **Treatment** to which those **Benefits** relate has been served;
- deemed by Medibank Private to be a higher level of **Cover**, then during any **Waiting Period** applicable to the New **Cover, Benefits** (where payable) are payable at the level of the previous **Cover** provided that the relevant **Waiting Period** applicable under the previous **Cover** has been served.

C6.4 Previous Benefits May be Taken into Account

- (a) Subject to other Fund Rules, where a **Member** transfers from another **Fund** or to a different Medibank Private **Cover**, any relevant **Benefits** that have been paid in a specified time period under the previous **Cover** may be taken into account in determining the Benefits payable under the new **Cover**.
- (b) 'Any relevant **Benefits**' include, but are not limited to, **Benefits** that are subject to an annual or other limit or a maximum number of days of hospitalisation.

C6.5 Equity Transfers

Where a Member has transferred to Medibank Private from another **Private Health Insurer**, Medibank Private may at its discretion recognise a period of **Cover** with the previous organisation in determining annual limits for **Benefits** under the new **Cover**.

C6.6 Non-Resident Covers: Transfers

Where a visitors cover includes an excess, and a **Contributor** transfers to any other **Hospital Cover** offered by Medibank Private that includes an **Excess**, and

- (a) lodges a claim for **Benefits** during the first two (2) months of **Membership** of the new **Hospital Cover**, or
- (b) lodges a claim for **Benefits** under the new **Hospital Cover** to which Fund Rule F3.4(b) (the **Obstetrics-related Services Waiting Period**), or Fund Rules F3.4(c) and F3.5(m) (the **Pre-Existing Ailment Waiting Period**) would otherwise apply,
- Benefits** are payable as if the **Contributor** were still a **Member** of a visitors cover.

C6.7 Transfers from Non-Resident Covers: Qualifying Periods

When a **Member** transfers from a visitors cover to any other Medibank Private **Cover**, Medibank Private may apply **Qualifying Periods** to:

- (a) any additional level of **Benefits** provided under the new **Cover**

- (b) *Benefits* for any item offered under the new *Cover* but not under the original *Cover*, and
- (c) any unexpired portions of any *Qualifying Periods* not served under the original *Cover*.

C6.8 Transfers from Non-Resident Covers: Exemption from Qualifying Periods

Subject to Fund Rules C6.4 and C6.7, a *Member* who transfers from a visitors cover to another Medibank Private *Cover* is not required to serve any *Qualifying Period*, provided that:

- (a) the new *Cover* is considered by Medibank Private to be an *Equivalent Cover*
- (b) the *Member* has served all *Qualifying Periods* applicable to the original *Cover*, and
- (c) the *Premiums* payable under the original *Cover* are paid to a date no earlier than two (2) months before the effective date of the transfer.

C7 Cancellation of Membership

C7.1 Cancellation of Membership

- (a) Subject to (b):
 - (1) a *Contributor* may cancel their *Membership* entirely,
 - (2) a *Contributor* may remove any *Dependants* from their *Membership*
 - (3) the *Contributor's Spouse/Partner* or a *Dependant* aged at least 16 years of age may leave the *Membership*, and
 - (4) a *Dependant* under 16 years of age may leave the *Membership* with the agreement of the *Contributor*
- (b) Unless otherwise permitted by Medibank Private, the above actions:
 - (1) must be authorised in writing
 - (2) may not have retrospective effect, and
 - (3) must be in accordance with any other arrangements specified by Medibank Private.

C7.2 Refunds of Premiums

- (a) Medibank Private has an obligation to refund excess premiums when a *Membership* ceases only where required to do so by a law or where specified in these Fund Rules.
- (b) Medibank Private may at its discretion refund some or all of the excess *Premiums* after receiving a written request from a former *Contributor*. Such a refund will generally be calculated from the date of receipt of the written request.
- (c) Medibank Private may also deduct an administrative charge from any refund at its discretion.

C8 Termination of Membership

- C8.1 Termination of Membership Where a Member Acts Improperly**
- (a) Where in Medibank Private's opinion a **Member** has obtained or attempted to obtain an improper advantage, for themselves or for any other **Member**, Medibank Private may terminate the relevant **Membership** immediately, by written notice to the **Contributor**.
 - (b) For the purposes of this Fund Rule, 'improper advantage' means any advantage, monetary or otherwise, to which a **Member** is not entitled under the Fund Rules. This includes (but is not limited to) any situation where a **Member** has been insured under a **Cover** under which the **Member** was not eligible to be insured.
- C8.2 Termination of Membership in Other Circumstances**
- (a) In any circumstance other than as specified at Fund Rules C8.1 or D5.3, Medibank Private may terminate a **Membership**.
 - (b) If Medibank Private invokes this Fund Rule, it shall:
 - (1) provide the **Contributor** with at least two (2) months notice in writing including a reason for the termination, and
 - (2) refund any **Premiums** paid in advance as at the date of the termination above a prescribed minimum refundable amount.
 - (c) Where a membership has been terminated under this Fund Rule, Medibank Private has a discretion to reinstate the **Membership** at the request of the **Contributor**, with continuity of entitlements, subject to the payment of all **Premiums** as required under Fund Rule D5.2(b).

C9 Temporary Suspension of Membership

- C9.1 Suspension of Membership Policy**
- Subject to Fund Rules C9.2 to C9.10, Medibank Private may permit a **Member** who holds a **Suspendable Cover** to suspend their **Membership**.
- C9.2 Resident Covers: Reasons and Time Limits**
- A **Membership** of a **Resident Cover** may be suspended in the following circumstances:
- (a) **Membership Suspension** for a maximum of 2 years, while the **Contributor** continues to receive a form of short-term income maintenance paid by Centrelink (such as Youth, JobSearch, NewStart or Sickness Allowance)
 - (b) **Membership Suspension** for a maximum of 2 years, where the **Contributor** is recognised by a government agency or Medibank Private as suffering financial hardship caused by naturally occurring conditions determined from time to time according to criteria established by Medibank Private.
 - (c) **Membership Suspension or Partial Suspension** for a minimum of 2 months and a maximum of 4 years, where a **Member** is (or **Members** are) overseas

- (d) *Partial Suspension* for a maximum of 4 years, where a *Member* is in jail, and
- (e) Any other circumstances that Medibank Private may approve from time to time.

C9.3 Visitors Covers: Suspension Arrangements

- (a) *Membership Suspension* or *Partial Suspension* of a visitors cover may occur only where a *Member* is overseas for a continuous period of at least two (2) months.
- (b) Each period of suspension must be for at least two (2) months.
- (c) The *Membership* may not be suspended for more than a total of four (4) months in any 12 month period.

C9.4 Membership to be Paid in Advance

A *Membership* may not be suspended unless the *Premiums* have been paid to a date at least two (2) weeks in advance of the date of suspension.

C9.5 All Suspendable Covers to be Suspended

- (a) A *Member* with two different types (ie. hospital and ancillary) of *Suspendable Cover* may not suspend one *Cover* without also suspending the other.
- (b) Where a *Membership* of a *Package Cover* is suspended, all components of the *Cover* must be suspended.

C9.6 Arrangements during Suspension Period

During the period in which a *Member* is suspended:

- (a) the *Membership Category* will be adjusted where appropriate
- (b) the *Member* will not be taken into account for the purposes of calculation of *Premiums*
- (c) *Benefits* are not payable for *Treatment* received by the *Member*, and
- (d) the period does not count for any purpose in relation to the *Member*, including *Waiting Periods* and *Benefit Replacement Periods*.

C9.7 Minimum Period Between Suspensions

A *Membership* may be suspended only where the following minimum periods have elapsed since the reactivation from a previous suspension for the same reason:

- 6 months – overseas travel
- 12 months – all other allowable circumstances.

C9.8 Documentation to be Provided

A *Member* who wishes to suspend or reactivate a *Membership* must provide all relevant documentation in support of their application that Medibank Private may specify.

C9.9 Reactivation of a Suspended Membership

- (a) A suspended *Membership* must be reactivated within one (1) month of:
 1. the date on which the reason for suspension ceases to apply, or

2. the date on which the maximum suspension period has been reached, whichever is the earlier.
- (b) Where the *Membership* is not reactivated by the relevant date, and has subsequently fallen into arrears, Medibank Private may terminate the *Membership* subject to Fund Rule D5.3.

C9.10 Deleted 1 April 2005

C10 Other

D CONTRIBUTIONS

D1 Payment of Contributions

D1.1 Premiums Payable for Each Cover

Premiums payable for each *Cover* are set out in the 'Schedules of Contribution Rates, Benefits and Specific Conditions'.

D1.2 Contribution Groups

- (a) Medibank Private may at its discretion approve any group of *Contributors* as a *Contribution Group*.
- (b) A *Contribution Group* may include, but is not restricted to:
 - (1) employees of a particular business enterprise or group of enterprises, or
 - (2) members of a professional association.

D1.3 Premiums Payable in Advance

- (a) All *Premiums* are payable in advance.
- (b) The available advance payment periods for *Ambulance Cover* are: half-yearly and yearly.
- (c) For other *Covers*, the available advance payment periods are:
 - (1) *Direct Debit Contributors*: fortnightly, four-weekly, monthly, quarterly, half-yearly and yearly
 - (2) *Group Contributors*: weekly, fortnightly, half-monthly, four-weekly, monthly, quarterly, half-yearly and yearly, and
 - (3) *Direct Contributors*: monthly, quarterly, half-yearly and yearly.

D1.4 Resident Covers: Premiums Limited to 12 Months in Advance

- (a) Medibank Private may refuse to accept a payment of *Premiums*, or any part thereof, that would cause the period of *Cover* to exceed 12 months in advance of the date of payment. "Refuse to accept" includes the refund of any payment accepted in good faith.
- (b) Where through any other circumstance the period of cover exceeds 12 months from the current date, Medibank Private may refund the portion of the premiums in excess of 12 months.

D2 Contribution Rate Changes

D2.1 Premiums May be Changed

Medibank Private may change the *Premium* for any *Cover* in accordance with the requirements set out in the *Private Health Insurance Act*, and subject to Fund Rules D2.2 and D2.3.

D2.2 Rate Protection

Subject to Rule D2.3, where *Premiums* have been accepted in respect of an existing membership for a period in advance, a *Premium* change announced by Medibank Private to take effect during that advance period will not affect the date to which *Premiums* have been paid.

D2.3 Cover Changes and Reactivated Memberships

- (a) Where a cover change occurs, or a suspended *Membership* is reactivated, the *Premium* current as at the date of the cover change or reactivation applies to the *Membership* from that date.
- (b) For the purposes of this Fund Rule, 'cover change' includes:
 - (1) the addition or removal of a *Cover* component
 - (2) a change in the level of existing *Cover*
 - (3) subject to (c), a change in the *State of Membership*, or
 - (4) a change of *Membership Category* resulting in a change in *Premiums*.
- (c) Where the *State of Membership* is changed but the *Cover* and the *Membership* are otherwise entirely unchanged, Medibank Private may permit Fund Rule D2.2 to apply.

D3 Contribution Discounts

D3.1 Discounts on Contribution Group Premiums

Where a *Contributor* is a *Member* of a *Contribution Group*, Medibank Private may allow *Premiums* to be discounted by up to 12 per cent.

D4 Lifetime Health Cover

D4.1 Lifetime Health Cover Premiums

- (a) Medibank Private will increase premiums by the nominated percentage where required under the Lifetime Health Cover provisions (Part 2-3) of the *Private Health Insurance Act*.
- (b) Where premiums have been increased in accordance with (a) above, the increase will be removed after the *Member* has held an appropriate *Hospital Cover*:
 - (i) for a continuous period of 10 years, or
 - (ii) a cumulative period of 10 years where this is interrupted only by periods without *Hospital Cover* that are permitted under the *Private Health Insurance Act*. These include:
 - A. periods during which the person:

- was the holder of a Gold Card issued by the Department of Veterans' Affairs,
 - was covered by the Australian Antarctic Division or the Australian Defence Force, or
- B the following periods immediately after the person ceases to have *Hospital Cover*:
- periods of up to two years where a cover has been suspended by the person's *Private Health Insurer*,
 - continuous periods of more than one year during which the person was overseas,
 - the first 1,094 days on which the person did not have *Hospital Cover*.
- (c) Medibank Private may require the *Contributor* to provide documentation in support of any of the periods mentioned at (b) above.

D5 Arrears in Contributions

D5.1 Memberships In Arrears

A *Membership* (other than a suspended *Membership*) is 'in *Arrears*' or in 'a `period of *Arrears*' whenever the date to which *Premiums* have been paid is earlier than the current date.

D5.2 Treatment During Arrears

- (a) *Benefits* are not payable for *Treatment* provided to a *Member* during a period of *Arrears*.
- (b) Subject to Fund Rule D5.3, a *Contributor* may regain an entitlement to *Benefits* for such *Treatment* by paying:
- (1) all outstanding *Premiums*, and
 - (2) the minimum amount of advance *Premiums* relevant to the *Contributor*, as specified in Fund Rule D1.3.

D5.3 Termination of a Membership in Arrears

When a Period of *Arrears* exceeds two (2) months, Medibank Private may terminate a *Membership* with immediate effect without written notice to the *Contributor*.

Where a membership has been terminated Medibank Private has the discretion to reinstate the membership at the request of the *Contributor*, with continuity of entitlements, subject to the payment of all *Premiums* as required under Fund Rule D5.2 (b).

D5.4 Deleted 5 April 2004

D6 Other

D6.1 Contributions from Third Parties May be Refused

Medibank Private may refuse to accept *Premiums* where a third party seeks to pay them on behalf of a *Contributor*.

E BENEFITS

E1 General Conditions

Benefits in this section are payable subject to **Section F (Limitation of Benefits)** of these Fund Rules. Details of the *Benefits* available under each *Cover* are set out in the relevant *Schedule* which forms part of these Fund Rules.

E1.1 Treatment to be Provided by Recognised Providers

Benefits are payable only where *Treatment* is provided by a *Recognised Provider*.

E1.2 Deleted effective from 1 July 2006

E1.3 Recognised Providers Who Cease to Meet Recognition Requirements

Medibank Private may:

- (a) refuse to pay *Benefits* in respect of any claim, and
- (b) suspend or cancel the provider's recognition for the purpose of paying *Benefits* where it has reasonable grounds to believe that:
 1. a *Hospital* has ceased to meet the definition as set out in Fund Rule B2.50, or
 2. a *Recognised Ancillary Provider* has ceased to be in *Independent Private Practice*, or has ceased to meet any *Recognition Criterion*.

E1.4 Benefit Reductions

Where a *Benefit* is payable, Medibank Private may reduce the *Benefit* in the following circumstances:

- (a) where the amount paid by a *Member* for a service is lower than the *Benefit* that would otherwise have been payable, Medibank Private shall reduce the *Benefit* to the amount paid,
- (b) where moneys are payable from more than one source for the same service, Medibank Private may reduce its *Benefit* such that the total amount payable from all sources does not exceed the amount charged, and
- (c) where in the opinion of Medibank Private the charge is higher than the provider's usual charge for the service, Medibank Private may assess the claim as if the provider's usual charge had applied.

E1.5 Providers Treating Family Members, and Business Partners and Family

- (a) Subject to (b), *Benefits* are not payable for *Treatment* rendered by a provider to:
 1. the provider's spouse, *de facto* partner, dependants, or business partner, or
 2. the spouse, *de facto* partner or a dependant of any business partner of the provider.
- (b) Medibank Private may at its discretion pay *Benefits* in these cases:

1. where it is satisfied that the charge is raised as a legally enforceable debt, or
2. in respect of the invoiced cost of materials required in connection with any *Treatment*.

E1.6 Benefit Liability where Incorrect Information Provided

Benefits are not payable if an application or claim form contains false or misleading information.

E1.7 No Benefit Payable where Provider does not meet Accreditation requirements

Medibank Private will not pay any *Benefit* for *Treatment* or services provided by a person who does not meet the standards required from time to time by any Private Health Insurance (Accreditation) Rules that may be in force.

E2 Hospital Treatment

E2.1 Hospital Benefits Payable According to the Schedules

The *Benefits* payable in respect of *Hospital Treatment* and the conditions relevant to those *Benefits* are set out in the 'Schedules of Contribution Rates, Benefits and Specific Conditions'.

E2.2 Same-Day Patients

Benefits for *Same-Day Hospital* accommodation are payable only where the *Member* is an *Admitted Patient*.

E2.3 Deleted September 2007

E2.4 Patient Classification: Principles

- (a) *Benefits* for accommodation in *Private Hospitals* are payable according to the classification of the patient.
- (b) Patients are classified in accordance with the guidelines issued by the Department of Health and Ageing. The classifications are:
 1. Advanced Surgical
 2. Surgical
 3. Obstetric
 4. Psychiatric
 5. Rehabilitation.
 6. Other

Medibank Private may permit further sub-classifications of patients where not inconsistent with these guidelines.

E2.5 Patient Classification: Surgical and Advanced Surgical Patients

Subject to Fund Rule E2.11, the *Benefit* payable under the Surgical and Advanced Surgical classifications applies:

- (a) from the date of admission, where the operative procedure is performed on the first or second day of admission, or

- (b) from the date of the procedure, where the operative procedure is performed on the third day of admission or later.

E2.6 Patient Classification: Obstetric Patients

- (a) The Obstetric classification applies only where childbirth occurs following the mother's admission to a *Hospital*.
- (b) Where labour resulting in childbirth commenced before admission, the Obstetric classification applies from the date of admission.
- (c) Where labour commenced after admission, the Obstetric classification applies from the earliest of:
 - 1. the date on which labour commenced, or
 - 2. the date on which an obstetric procedure took place, or
 - 3. any other date that Medibank Private may at its discretion specify.
- (d) Medibank Private has a further discretion to pay *Benefits* additional to those provided in (b) and (c).

E2.7 Patient Classification: Rehabilitation Patients

Benefits for Rehabilitation patients are payable subject to the following conditions:

- (a) *Treatment* must be supported by a Rehabilitation Certificate (ie. a certificate in a form approved by Medibank Private to the effect that the patient is in need of a special rehabilitation *Program* to recover from an *Acute Catastrophic Illness or Injury*), and
- (b) a further Rehabilitation Certificate is required:
 - 1. for each period where *Treatment* as a Rehabilitation patient beyond 35 days is provided, and
 - 2. for any subsequent readmission as a Rehabilitation patient that does not constitute *Continuous Hospitalisation*.

E2.8 Patient Classification: Psychiatric Care Patients

- (a) *Psychiatric Care Patient* means an *Admitted Patient* or *Out-patient* receiving *Treatment* for a psychiatric *Condition* that is grouped to a *Mental Disorder Diagnostic Related Group* (DRG) as defined in the *Australian Refined Diagnosis Related Groups Definitions Manual*, published from time to time by the Commonwealth Department of Health and Ageing
- (b) **Approved Psychiatric Care Program** means a *Program* that is approved by Medibank Private for the purpose of paying *Benefits* at the Psychiatric Care rate.
- (c) *Benefits* at the Psychiatric Care rate are payable subject to the following conditions:
 - 1. Psychiatric Care *Treatment* in a private hospital must be provided as part of an *Approved Psychiatric Care Program*
 - 2. Medibank Private may require the *Treatment* to be supported by a Psychiatric Care Certificate in a form approved by Medibank Private
 - 3. a further Psychiatric Care Certificate may be required:
 - (a) for each period where *Treatment* as a *Psychiatric Care Patient* beyond 35 days is provided, and

- (b) for any subsequent readmission as a *Psychiatric Care Patient* that does not constitute *Continuous Hospitalisation*; and
- 4. the patient is not under the custodial care of a *State or Territory*.
- 5. the service is not a *Restricted Service* under the cover (see F6.1)
- (d) Subject to the service being a *Restricted Service* under the cover, *Benefits* for *Psychiatric Care Patients* who receive *Treatment* in other than an *Approved Psychiatric Care Program* are payable at the “other (Medical)” rate.

E2.9 Patient Classification: Counting of Days

- (a) The day on which a person became an *Admitted Patient* and the day of discharge are counted as one day for the purpose of assessing *Benefits* payable.
- (b) Days spent in a special unit (such as an intensive care, critical care, coronary care, or high dependency nursing care unit) do not interrupt the counting of days in relation to the patient classification on entering the unit. To avoid doubt, *Benefits* payable upon discharge from the special unit will be paid at the classification applicable upon entering the unit, after taking into account any days spent in the unit.

E2.10 Patient Classification: Multiple Procedures

Subject to Fund Rule E2.11, where a patient undergoes more than one operative procedure during the one theatre admission, the procedure with the highest fee in the *Medicare Benefits Schedule* determines the patient’s classification.

E2.11 Patient Classification: Subsequent Procedures

Where a patient undergoes a subsequent operative procedure during the same period of hospitalisation:

- (a) where the procedure results in the patient having a higher classification, the patient’s classification increases from the date of the procedure, and
- (b) where the procedure would otherwise have resulted in the patient moving to a lower classification, the patient’s classification is unchanged.

E2.12 Special Care Unit Patients

The higher *Benefits* for patients of *Special Care Units* are payable only for periods during which the patient occupies a bed in a facility approved by Medibank Private for this purpose.

E2.13 Continuous Hospitalisation

- (a) Where an overnight *Admitted Patient* is discharged, and within seven (7) days is admitted to the same or a different *Hospital* for the same or a related *Condition*, the two admissions are regarded as forming one period of *Continuous Hospitalisation*.
- (b) In the case where the *Hospitals* are different, *Benefits* at the Advanced Surgical, Surgical or Obstetric levels are payable in respect of the later

admission only if an appropriate procedure is rendered following that admission.

E2.14 Agreements with Doctors and Hospitals

- (a) Subject to Rule E4.2, Medibank Private may enter into an agreement with a *Medical Practitioner* or a group of *Medical Practitioners*, or a *Hospital* or a group of *Hospitals*, specifying the total charge for any *Treatment* and the *Benefits* payable by Medibank Private.
- (b) Any amendments to the agreement that take effect during the period of the agreement may not increase any out-of-pocket expenses payable by *Members*.
- (c) **Deleted September 2007**
- (d) Where an agreement of the type referred to in paragraph (a) establishes a charge that may be made by a provider of *Hospital Services* or *Hospital Treatment*, the amount of these charges over and above the *Benefit* (if any) must (subject to any restriction in the payment of *Benefits* because of applicable *Excesses* and *Waiting Periods*) be the same as that payable by any other *Member* who has the same *Resident Cover*.

E2.15 GapCover Arrangements

The schedules referred to in Fund Rule E4.2 shall provide that the *Benefits* under *GapCover* arrangements are payable subject to the following conditions:

- a) A *Medical Practitioner* who provides *Hospital Services* under a *Known Gap Policy* shall give the *Member* (or *Contributor* where appropriate) written advice of any amount the *Contributor* can reasonably be expected to pay for those services.
 - 1. If possible the advice shall be given before such services are provided, or otherwise as soon as practical, and
 - 2. the recipient of the advice shall acknowledge receipt of the advice, and
- b) A *Medical Practitioner* who provides *Hospital Services* under a *Known Gap Policy* or a *No Gap Policy* shall give the *Member* (or *Contributor* where appropriate) written advice of any financial interest the practitioner may have in products or services recommended or provided to the *Member*.

E2.16 Pharmaceuticals in Agreement Hospitals

- (a) Where a *Hospital Cover* includes *Benefits* for *PBS Medications* supplied to an *Admitted Patient* of a *Contracted Hospital*, the *Benefit* will meet the full cost of the pharmaceutical if:
 - 1. it is directly related to the *Treatment* of the *Condition* for which the *Member* was admitted, and
 - 2. in the case of a *Restricted Services Cover*, the *Hospital Treatment* is not in respect of a *Restricted Service*.
- (b) The 'full cost' referred to in (a) includes the patient co-payment, and any special or patient contribution, brand premium or therapeutic group premium otherwise payable by the patient under the *Pharmaceutical Benefits Scheme*.

- (c) **Benefits** for non-PBS medications supplied to an **Admitted Patient** of a **Contracted Hospital** are payable in accordance with the agreement with the **Hospital** if:
1. the **Benefit** is specifically included in the agreement with the Hospital
 2. the pharmaceutical is directly related to the **Treatment** of the **Condition** for which the **Member** is admitted, and
 3. in the case of a **Restricted Services Cover**, the **Hospital Treatment** is not in respect of a **Restricted Service**.

E2.17 Reduction of Benefits: Nursing Home Type Patients

Where a person has been an **Admitted Patient** for a continuous period of more than 35 days and an **Acute Care Certificate** is not in force, Medibank Private will reduce the **Benefit** to that payable for a **Nursing Home Type Patient** as determined by the **Minister** under Schedule 4 of the Private Health Insurance (*Benefit Requirements*) Rules.

E3 General Treatment

E3.1 Ancillary Benefits Payable According to the Schedules

The **Benefits** payable in respect of **Ancillary Services**, and the conditions relevant to those **Benefits**, are set out in the 'Schedules of Contribution Rates, Benefits and Specific Conditions'.

E3.2 Members' Choice Ancillary Providers

Subject to Rule E4.2, Medibank Private may enter into a special arrangement with an ancillary provider, or group of such providers, to provide **Benefits** for particular **Ancillary Services**.

E4 Other

E4.1 Ex Gratia Benefits

Medibank Private may pay **Benefits** on an *ex gratia* basis, at its discretion.

E4.2 Members' Choice Providers

- (a) Subject to Fund Rule E2.15, details of **Benefits** payable by Medibank Private, **Benefit** conditions, and dates of effect for agreements or arrangements made under this Fund Rule for each **Members' Choice Provider** are contained in separate schedules maintained by Medibank Private.
- (b) Subject to (c), and unless otherwise specified in these Fund Rules, the payment of **Benefits** for **Treatment** provided by **Members' Choice Providers** is subject to all relevant Fund Rules.
- (c) Medibank Private may pay a lower **Benefit** than as set out in a Schedule if:
 - (i) the **Benefit** is payable for **Treatment** provided under an agreement referred to in Fund Rule E2.14; and

- (ii) the *Member* is not subject to any increase in their out-of-pocket expenses for that *Treatment*.

E4.3 Interstate Treatment: Members' Choice Providers

Where a *Member* of a *Resident Cover* receives *Treatment* outside their *State of Membership* from a *Members' Choice Provider*:

- (a) *Benefits* for *Hospital Treatment* are payable in accordance with the Medibank Private agreement with the provider
- (b) *Benefits* for *Ancillary Services* are payable in accordance with the appropriate *Members' Choice* schedule in the *State or Territory* in which the service is provided, and
- (c) in the case of *Ancillary Services*, *Benefits* are payable only if the *Member's Cover* provides *Benefits* for the *Treatment* in the *State of Membership*.

E4.4 Interstate Treatment: non Members' Choice Providers

Subject to Rule E1.4, where a *Member* of a *Resident Cover* receives *Treatment* outside their *State of Membership* from a non *Members' Choice Provider*:

- (a) in the case of *Hospital Treatment*, *Benefits* applicable to the *State or Territory of Treatment* are payable, and
- (b) in the case of *Ancillary Services or Treatment*:
 - (1) where the *Member's Cover* includes *Benefits* for the *Service or Treatment* in the *State of Membership*, the *Benefits* applicable to that *State* are payable, but
 - (2) where the *Member's Cover* does not include *Benefits* for the *Service or Treatment* in the *State of Membership*, no *Benefits* are payable.

F LIMITATION OF BENEFITS

F1 Co Payments

F1.1 Co-Payments: Application for Members' Choice Hospitals

Co-payments for *Members' Choice Hospitals* apply only under *Smart Choice Excess Hospital* cover.

F1.2 Co-Payments: Maximum Amount and Episode Cap for Members' Choice Hospitals

- (a) Subject to (b), the maximum daily *Co-payment*, payable where the *Members' Choice Hospital* charges the agreed maximum charge, is:
 - (1) \$50 for an overnight stay in shared room accommodation
 - (2) \$80 for an overnight stay in single room accommodation
 - (3) \$50 for *Same-Day* accommodation.
- (b) The maximum *Co-payment* payable for any *Members' Choice Hospital* episode is \$280.

- (c) These *Co-payments* are specified in the *Schedule* relevant to the *Member's Hospital Cover*.

F2 Excesses

F2.1 Excesses:

The amount of the *Excess* and relevant limits and conditions are specified in the *Schedule* relevant to the *Member's Cover*.

F3 Waiting Periods

F3.1 Independence of Waiting Periods

Where more than one *Waiting Period* applies to a *Benefit*, each *Waiting Period* is served independently of and concurrently with any other.

F3.2 Waiver of Waiting Periods

The waiver or reduction of a *Waiting Period* has no effect on:

- (1) any other *Waiting Period*, or
- (2) any other Fund Rule applicable to the same service.

F3.3 Waiver in Case of Accidents

Medibank Private may at its discretion waive the two-month *Waiting Period* in Fund Rules F3.4 (a) and F3.5 (a) for *Treatment* required as the result of an *Accident* occurring within the two-month period.

F3.4 Waiting Periods: Hospital Covers

The following *Waiting Periods* apply to *Benefits* payable under *Hospital Cover* for the *Treatment* shown (where relevant to the *Member's Cover*):

(a)	All <i>Treatment</i> (including psychiatric care, rehabilitation or palliative care treatment).	2 months, subject to Fund Rule F3.3
(b)	<i>Treatment</i> for <i>Obstetrics-related Services</i>	12 months
(c)	<i>Treatment</i> for <i>Pre-Existing Ailments</i> (as provided in Fund Rules F3.6 to F3.8).	12 months

These *Waiting Periods* will not apply where a person who was covered by a Gold Card issued by the Department of Veterans' Affairs joins a Medibank Private *Cover* within 2 months of ceasing to be covered by the Gold Card.

For Working Visa Health Insurance covers the 2 month general waiting period is applied only to psychiatric treatment, rehabilitation treatment and palliative care.

F3.5 Waiting Periods: Ancillary Covers

The following *Waiting Periods* apply to *Benefits* under *Ancillary Covers* for the services shown (where relevant to the *Member's Cover*):

(a)	All <i>Treatment</i>	2 months, subject to Fund Rule F3.3
(b)	<i>Ambulance Cover</i> (stand-alone product)	7 days
(c)	Blood Glucose Monitors	2 years
(d)	<i>Breathing Appliances</i> Nebulisers, Peak Flow Meters and Spacing Devices.	1 year
(e)	Continuous Positive Airways Pressure (CPAP) appliances (this Waiting Period applies only to <i>Super Extras</i> cover in NSW. Benefits for CPAP appliances are otherwise only available under some <i>Hospital Covers</i>)	3 years
(f)	<i>Dental Treatment:</i> <ul style="list-style-type: none"> • endodontic treatment • surgical extractions • surgical procedures • orthodontic • all major dental services 	1 year
(g)	<i>Hearing Aids:</i> <ul style="list-style-type: none"> • under <i>Super Extras</i> cover in Victoria • under any other Cover that includes this <i>Benefit</i> 	1 year 3 years
(h)	<i>Optical Appliances</i>	6 months
(i)	<i>Package Bonus</i>	6 months
(j)	Treatment for <i>Pre-Existing Ailments</i> (as provided in Fund Rules F3.6 to F3.8)	1 year
	Ultra Bonus	6 months
	Laser Eye Surgery	3 years

F3.6 Pre-Existing Ailment (PEA): Waiting Period

- (a) Medibank Private may refuse or reduce *Benefits* in respect of a ***Pre-Existing Ailment*** that is the subject of *Treatment* within the first twelve (12) months of *Membership* of any *Cover*.
- (b) To avoid doubt, this Fund Rule also applies where a *Member* transfers to another *Cover* which provides higher *Benefits* for the relevant *Treatment*.
- (c) This Fund Rule does not apply to ***Hospital Treatment*** under a Resident Cover or a Working Visa Health Insurance cover that is psychiatric care, rehabilitation or palliative care treatment.

F3.7 PEA: Information from Treating Practitioner(s)

- (a) Medibank Private may appoint a medical or other relevant practitioner to determine whether or not a **Condition** for which **Treatment** has been provided and **Benefits** have been claimed is a **Pre-Existing Ailment**.
- (b) A practitioner appointed under (a) shall take into account:
 - (1) information provided by the practitioner(s) who treated the **Member** in the six (6) months prior to their becoming a **Member** or changing their **Cover**, and
 - (2) any other material that Medibank Private considers is relevant to the claim.
- (c) Medibank Private may suspend consideration of a claim or apply Fund Rule F3.6 until such time as:
 - (1) the **Member** (or **Contributor** where appropriate) authorises the release of the information referred to in (b), and
 - (2) this information has been provided to the **Fund**.

F3.8 PEA Waiting Period Not to Apply Where the Fund Alters the Cover

- (a) Where Medibank Private has changed the terms of a **Cover**, any higher or additional **Benefits** now available to existing **Members** of the **Cover** are not subject to an additional **Pre-Existing Ailment Waiting Period**.
- (b) This Fund Rule has no effect on any other **Waiting Period** or condition that applies to a newly available **Benefit**.

F4 Exclusions

F4.1 Resident Covers: Benefit Exclusions

1. Unless expressly provided for in these Fund Rules, **Benefits** are not payable under **Resident Covers**:
 - (a) for claims for services rendered while **Premiums** are in **Arrears** or the **Membership** is suspended
 - (b) for claims for services rendered outside **Australia** or for items purchased or hired from overseas suppliers
 - (c) where an entitlement exists, or may exist, to **Compensation** and/or damages
 - (d) for claims for **Treatment** rendered by a provider other than a **Recognised Provider**
 - (e) for pharmaceuticals that are available under the **Pharmaceutical Benefits Scheme** (PBS)
 - (f) for oral contraceptives
 - (g) where an Application Form or Claim Form contains false or inaccurate information
 - (h) **This condition deleted with effect from 1 April 2005**
 - (i) **This condition deleted with effect from 1 April 2005**
 - (j) for services rendered in an aged care service
 - (k) **This condition deleted 5 April 2004**
 - (l) where the **Treatment** is otherwise excluded by the operation of a Fund Rule
 - (m) for **Cosmetic Surgery**, or
 - (n) for medications prescribed for cosmetic purposes.

2. In addition to the above, **Hospital Benefits** are not payable under the covers indicated for the following **Excluded Services**:
 - (a) Assisted reproductive services including In Vitro Fertilisation (IVF) and Gamete Intrafallopian Transfer (GIFT) (*HealthyPlus; Young Hospital; MyOptions; Basic Hospital; Accident Cover; Priority Silver; Priority Bronze*)
 - (b) Cardio-thoracic procedures including open heart and bypass surgery and invasive cardiac investigations and procedures, such as angiograms, angioplasties and stent insertions (*HealthyPlus; Young Hospital; MyOptions; Basic Hospital; Priority Bronze*)
 - (c) Hip and knee joint replacement surgery (*SmartPlus; HealthyPlus; Young Hospital; MyOptions; Mid Hospital; Basic Hospital; Priority Silver; Priority Bronze*)
 - (d) Major eye surgery including cornea and sclera transplants and cataract surgery (*SmartPlus; HealthyPlus; Young Hospital; MyOptions; Mid Hospital; Basic Hospital; ; Priority Silver; Priority Bronze*)
 - (e) Obstetrics-related services (*HealthyPlus; Young Hospital; MyOptions; Basic Hospital; Accident Cover; Priority Bronze*)
 - (f) Plastic and reconstructive surgery (*HealthyPlus; Young Hospital; MyOptions; Basic Hospital, Priority Silver; Priority Bronze*)
 - (g) Renal Dialysis (*SmartPlus; HealthyPlus; Young Hospital; MyOptions; Mid Hospital; Basic Hospital; Priority Silver; Priority Bronze*)
 - (h) Any service for which a Medicare benefit is payable and which is not otherwise specified as an **Included Service** under the cover or as a **Restricted Service** in item F6 below (*Young Hospital; MyOptions; Priority Bronze, Accident Cover*).

Services listed in items 2 (a) to 2 (h) are not **Excluded Services** where the **Treatment** is for injuries sustained in an **Accident** (*Young Hospital; MyOptions; Priority Bronze, Accident Cover*).

F4.2 Deleted effective 3 April 2006.

F4.3 Visitors Covers: Benefit Exclusions

1. Benefits are not payable under a visitors cover for **Treatment**:
 - (a) arranged before coming to **Australia**
 - (b) provided outside **Australia**, including while en route to or from **Australia** (this includes any item purchased or hired while the **Member** is outside **Australia**, or from an overseas supplier)
 - (c) where an entitlement exists, or may exist, to **Compensation** and/or damages
 - (d) **This condition deleted with effect from 5 April 2004**
 - (e) provided in an aged care service

- (f) which would not otherwise attract Medicare benefits eg. health screening services
 - (g) otherwise excluded by the operation of a Fund Rule, or
 - (h) for medications prescribed for cosmetic purposes, or
 - (i) for **Cosmetic Surgery**.
2. In addition to the above , **Hospital Benefits** are not payable under the covers indicated for the following services:
- (a) Assisted reproductive services including In Vitro Fertilisation (IVF) and Gamete Intrafallopian Transfer (GIFT) (*Intermediate 70 Visitors Health Insurance; Intermediate Visitors Health Insurance; Young Visitors Health Insurance*)
 - (b) Cardio-thoracic procedures including open heart and bypass surgery and invasive cardiac investigations and procedures, such as angiograms, angioplasties and stent insertions (*Young Visitors Health Insurance*)
 - (c) Hip and knee joint replacement surgery (*Intermediate 70 Visitors Health Insurance; Intermediate Visitors Health Insurance; Young Visitors Health Insurance*)
 - (d) Major eye surgery including cornea and sclera transplants and cataract surgery (*Intermediate 70 Visitors Health Insurance; Intermediate Visitors Health Insurance; Young Visitors Health Insurance*)
 - (e) Obstetrics-related services (*Young Visitors Health Insurance*)
 - (f) Plastic and reconstructive surgery (*Young Visitors Health Insurance*)
 - (g) Renal Dialysis (*Intermediate 70 Visitors Health Insurance; Intermediate Visitors Health Insurance; Young Visitors Health Insurance*)
 - (h) Psychiatric care treatment (*Young Visitors Health Insurance*)
 - (i) Rehabilitation treatment (*Young Visitors Health Insurance*), and
 - (j) Palliative care (*Young Visitors Health Insurance*).

F5 Benefit Limitation Periods

F5.1 Deleted 1 June 2010.

F5.2 Deleted 1 June 2010.

F5.3 Deleted 1 June 2010.

F6 Restricted Benefits

F6.1 Restricted Services

The following services are restricted under the covers indicated:

- (1) in-hospital psychiatric **Treatment** ie **Psychiatric Care Patients**, see E2.8 (*HealthyPlus; Young Hospital; MyOptions; Basic Hospital; Accident Cover; Priority Silver; Priority Bronze*).
- (2) in-hospital rehabilitation **Treatment** (*HealthyPlus; Young Hospital; MyOptions; Basic Hospital; Accident Cover; Priority Silver; Priority Bronze*).
- (3) palliative care (*Young Hospital; MyOptions; Priority Bronze; Accident Cover*).

In-hospital psychiatric services, in-hospital rehabilitation services, and palliative care services listed are not **Restricted Services** where the **Treatment** is for injuries sustained in an **Accident** (*Young Hospital; MyOptions; Priority Bronze*).

In-hospital rehabilitation for **Treatment** for injuries sustained in an **Accident** is not considered to be a **Restricted Service** (*Accident Cover*).

F7 Compensation Damages and Provisional Payment of Claims

F7.1 Definitions

Throughout Section F7:

- (a) a reference to a **claim** (other than a claim for **Fund Benefits**) includes a reference to a demand or action
- (b) a reference to an **injury** includes a **Condition** (including an ailment or injury) for which **Benefits** would, or may otherwise be, payable by Medibank Private for expenses incurred in relation to its **Treatment**, and
- (c) a reference to a **Member** receiving **Compensation** includes:
 - (1) **Compensation** paid to another person at the direction of the **Member**, and
 - (2) **Compensation** paid to another **Member** on the same **Membership** in connection with an injury suffered by the **Member**.

F7.2 Obligations of a Member

Subject to Fund Rule F7.8, a **Member** who has, or may have, a right to receive **Compensation** in relation to an injury, must:

- (a) inform Medibank Private as soon as the **Member** knows or suspects that such a right exists
- (b) inform Medibank Private of any decision of the **Member** to claim for **Compensation**
- (c) include in any claim for **Compensation** the full amount of all expenses for which **Benefits** are, or would otherwise be, payable
- (d) take all reasonable steps to pursue the claim for **Compensation** to Medibank Private's reasonable satisfaction
- (e) keep Medibank Private informed of and updated as to the progress of the claim for **Compensation**, and
- (f) inform Medibank Private immediately upon the determination or settlement of the claim for **Compensation**.

F7.3 Entitlement to Benefits for an Injury

- (a) Subject to Fund Rule F7.5, and unless otherwise permitted under this Fund Rule, *Benefits* are not payable for expenses incurred in relation to an injury where the *Member* has received, or may be entitled to receive, *Compensation* in respect of that injury.
- (b) The expenses referred to in (a) include expenses incurred after the *Member* has received any *Compensation*.

F7.4 Medibank Private may Withhold Payment

Subject to Fund Rule F7.10, where a *Member* appears to have a right to make a claim for *Compensation* in respect of an injury but that right has not been established, Medibank Private may withhold payment of *Benefits* in respect of expenses incurred in relation to that injury.

F7.5 Provisional Payments

- (a) Where a claim for *Compensation* in respect of an injury is in the process of being made, or has been made and remains unfinalised, Medibank Private may in its absolute discretion make a provisional payment of *Benefits* in respect of expenses incurred in relation to the injury.
- (b) In exercising its discretion, Medibank Private may consider factors such as unemployment or financial hardship or any other factors that it considers relevant.
- (c) A provisional payment is conditional upon the *Member* signing a legally binding undertaking and acknowledgment supplied by Medibank Private, that contains an agreement by the *Member*, in consideration for the payment:
 - (1) to comply with Fund Rule F7.2
 - (2) to be bound by these Fund Rules
 - (3) to disclose to Medibank Private on request, all matters pertaining to the progress of the claim and details of any determination made or any settlement reached in respect of the claim
 - (4) to repay to Medibank Private the full amount of the provisional payment as a debt immediately repayable upon the award or settlement of the claim, whether or not the terms of such settlement specify that the sum of money paid under the settlement relates to expenses past or future for which *Fund Benefits* are otherwise payable, and
 - (5) that Medibank Private has specified rights of subrogation whereby Medibank Private acquires all rights and remedies of the *Member* in relation to the claim.

F7.6 Where Benefits have been Paid by Medibank Private

- (a) Subject to Fund Rule F7.9, where:
 - (1) Medibank Private has paid *Benefits*, whether by way of provisional payments or otherwise, in relation to an injury, and
 - (2) the *Member* has received *Compensation* in respect of that injury, the *Member* must repay to Medibank Private the full amount that

Medibank Private paid in relation to the injury, upon the determination or settlement of the claim for *Compensation*.

- (b) This Fund Rule applies whether or not:
- (1) the determination or settlement sum includes the full amount that Medibank Private paid, or
 - (2) the terms of such settlement specify that the sum of money paid under the settlement relates to expenses past or future in respect of which *Fund Benefits* are otherwise payable, or
 - (3) the relevant *Member* complied with their obligations under Fund Rule F7.2.

F7.7 Rights of Medibank Private

If a *Member* makes a claim for *Compensation* in relation to an injury and fails to:

- (a) comply with any obligation in Fund Rules F7.2 or F7.6, or
- (b) include in their claim for *Compensation* any payments of *Benefits* by Medibank Private in relation to an injury, Medibank Private may, without prejudice to its rights (including its broader subrogation rights) in its absolute discretion take any action permitted by law to:
- (c) assume that all expenses in relation to the injury have been met from the *Compensation* payable or received pursuant to the claim, and/or
- (d) pursue the *Member* for repayment of all *Benefits* paid by Medibank Private in relation to the injury, and/or
- (e) assume the legal rights of the *Member* in respect of all or any parts of the claim.

F7.8 Claim Abandoned

- (a) Where a *Member* has or may have a right to make a claim for *Compensation* in respect of an injury, and
- (b) where Medibank Private reasonably determines that the *Member* has abandoned or chosen not to pursue the claim, *Benefits* are payable (subject to other Fund Rules) if the *Member* signs a legally-binding undertaking supplied by Medibank Private by which the *Member* agrees, in consideration for the payment of *Benefits*, not to pursue the claim.

F7.9 Requirement to Repay Benefits may be Waived

Where, in respect of a *Member's* claim for *Compensation* in relation to an injury:

- (a) the *Member* has complied with Fund Rule F7.2, and
 - (b) Medibank Private has given prior consent to the settlement of the claim for an amount that is less than the total *Benefits* paid or which would otherwise have been payable by Medibank Private,
- Medibank Private may in its absolute discretion and subject to any conditions that it considers appropriate, determine that the *Member* need not repay any part or the full amount of the *Benefits* paid by Medibank Private in respect of the injury.

F7.10 Benefits for Expenses Subsequent to Compensation

Medibank Private may, in its absolute discretion, pay *Benefits* where:

- (a) expenses have been incurred as a result of:
 - (1) a complication arising from an injury that was the subject of a claim for **Compensation**, or
 - (2) the provision of service or item for **Treatment** of an injury that was the subject of a claim for **Compensation**, and
- (b) that claim has been the subject of a determination or settlement, and
- (c) there is sufficient medical evidence that those expenses could not have been reasonably anticipated at the time of the determination or settlement.

F8 Other

G CLAIMS

G1 General

G1.1 Form of Claim

Claims for **Benefits** must:

- (a) be made in a manner approved by Medibank Private, and
- (b) be supported by accounts and/or receipts on the provider's letterhead or showing the provider's official stamp, and showing the following information:
 - (1) the provider's name, provider number and address
 - (2) the patient's full name and address
 - (3) the date of service
 - (4) a description of the service
 - (5) the amount(s) charged, and
 - (6) any other information that Medibank Private may reasonably request.

G1.2 Documents to Remain Property of Medibank Private

All documents submitted in connection with a claim become the property of Medibank Private, unless otherwise agreed by the **Fund**.

G1.3 Claims to be Lodged Within Two Years

Benefits are not payable where a claim is lodged more than two (2) years after the date of service.

G1.4 Claims to be Paid Within Two Months

Subject to Fund Rules F3.7(c) and G1.3, Medibank Private shall, within two (2) months of receipt of a claim, assess it and pay any **Benefits** payable under these Fund Rules.

G2 Other

G2.1 Members May Delegate

Medibank Private may authorise a *Member* to delegate to another person the right to claim or assign *Benefits* to which the *Member* may be entitled.

G2.2 **Manner of Benefit Payment**

Medibank Private may pay *Benefits* by cheque or electronic funds transfer in accordance with arrangements it determines from time to time.