

CommBank Smart Health Addendum to Commonwealth Bank Merchant Agreement

1.1 CommBank Smart Health

This Addendum supplements the Merchant Agreement. It contains the terms and conditions which apply to your use of CommBank Smart Health and forms part of your contract with us. This Addendum does not apply to our legacy health offerings, MediClear and HealthPoint, which cannot be used when you have CommBank Smart Health. Accordingly, the MediClear and HealthPoint provisions in part 4 of the Merchant Agreement will not apply to you while you use CommBank Smart Health.

1.1.1 Co-operation and accessing CommBank Smart Health services

CommBank Smart Health is provided in cooperation with Whitecoat, a wholly owned subsidiary of the Commonwealth Bank.

CommBank Smart Health is a data capture and transmission service which allows you (or your Providers) to submit Claims. It is provided under our arrangements with the party who pays for or contributes towards the claim (for example Medicare). Private health insurance Claims are provided to you under arrangements with Dedalus Health Australia Pty Limited (formerly DXC Technology Australia Pty Limited) (“DHA”). Where you (or a Provider) require authorisation from Medicare or DHA to process Claims, you must obtain that authorisation before you can use the relevant CommBank Smart Health claiming service. You must also comply with any conditions attached to the authorisation and provide us with evidence of such authorisation if we request it.

You must co-operate with us, Whitecoat, Medicare, DHA and/or the Commonwealth Ombudsman (as applicable) in relation to the investigation of any complaint or issues relating to your use of the CommBank Smart Health claiming products and services.

1.1.2 Your Practice and Provider data

CommBank Smart Health includes a patient mobile application capability to search for Practices and Providers using the Whitecoat online directory. You acknowledge and agree that we may disclose your Practice and Provider business names, trading address and phone numbers to Whitecoat to publish a business profile on the Whitecoat directory (www.whitecoat.com.au). We may licence the use of Whitecoat directory data to health care service providers (including government bodies) for providing their services to their customers. If you do not wish to have your Practice and Provider details published on Whitecoat directory, please contact the CommBank Smart Health directory support team via email at healthclaim@cba.com.au.

1.1.3 Authority to process Claims for Providers

If you are a Practice and are entering into this agreement on behalf of other Providers who wish to use your CommBank Smart Health facility, you confirm and warrant that each of those Providers have provided you with their authorisation to enter this agreement on their behalf and for their provider details to be published on the Whitecoat directory.

1.1.4 CommBank Smart Health Hub

To set up CommBank Smart Health on your terminal, you must log in to the CommBank Smart Health Hub (“Hub”). We will provide you with your login details and instructions to complete your facility set up.

Within the Hub you may also access reporting and reconciliation information for your Practice including any payments and Claims processed via CommBank Smart Health

You must take precautions to prevent unauthorised users gaining access to the Hub. This may include the use of software such as anti-‘spamming’, anti-‘key logging’ and anti-‘virus’ software.

You must not share passwords and it is your responsibility to change your passwords regularly. You should not choose a password that represents your date of birth, name or address, or would be easy to guess, such as a common quote or phrase.

1.1.5 Claim settlement

Medicare Easyclaim Claims are processed through our arrangements with Medicare. When using Easyclaim, you must follow the instructions set out in the user guide we provide you to process the Claim. Approved Medicare Easyclaim benefit are to be paid directly to your patient through their nominated debit card. For bulk billing Claims, Medicare are responsible for transferring any Medicare benefit payments to you. You must comply with all Medicare rules and regulations when processing Medicare Claims.

Private health insurance Claims and price estimates are processed in accordance with the rules set by DHA. When you lodge private health insurance Claims through CommBank Smart Health, you direct and authorise Whitecoat and us to collect your benefit payments on your behalf. Whitecoat or the Bank will pay the approved benefit to your nominated account. Where a benefit is paid but then rejected or reversed by a private health insurer, you authorise Whitecoat and the Bank to debit your nominated account for the rejected or reversed amount.

1.1.6 Information accuracy

- (a) You must follow any Claim processing instructions we reasonably provide you.
- (b) You must ensure that you only submit genuine and accurate Claims and that they correspond with the patient and services provided.
- (c) You must provide us with any documentation to support a Claim within 14 days if we request it.
- (d) You must only initiate a Claim where the health service was provided by a Provider from your Practice and delivered at an authorised operating location.
- (e) You must ensure patients are provided with a receipt for all Claims processed.
- (f) Claims may be rejected or reversed where insufficient or incorrect information is provided, or the Claim is not processed in accordance with our reasonable instructions or the rules of Medicare, DHA or a Health Scheme.

1.1.7 Claim data

You must ensure that you have all necessary approvals and consents to submit a Claim and that you comply with your obligations under law (including the Privacy Act 1988).

You agree that any information provided whilst using CommBank Smart Health may be accessed and stored by Whitecoat and us in line with the CommBank Privacy Policy. You can view CommBank's privacy policy at www.commbank.com.au/privacy.

We will use and disclose Claim information where permitted or required by law. We will also use and disclose Claim information in connection with performing our obligations and exercising our rights under our agreements with Medicare, DHA or directly with a private health insurer (as applicable).

1.1.8 Suspension and termination

We may suspend or terminate your access to CommBank Smart Health after giving you reasonable notice.

In some circumstances, we may suspend or terminate your access without providing you with prior notice. When we do so, we will act fairly and reasonably towards you. Such circumstances may include where:

- the Medicare, Health Scheme or DHA systems (as applicable) are unavailable or have been suspended by Medicare, a Health Scheme or DHA;
- our agreement with Medicare, a Health Scheme or DHA is terminated, or if any of your acts or omissions put us in breach under our agreement with these organisations;
- you have not used CommBank Smart Health for more than 12 months;
- your facility has been operated in a manner we reasonably consider is unsatisfactory or inconsistent with this addendum or the Merchant Agreement;
- You do not provide us with any information we reasonably request from you;
- We think your facility is being used fraudulently or in a way that might cause you or us to lose money;
- We reasonably consider necessary, for example to comply with our financial crimes policies, any laws in Australia or overseas, card scheme rules, manage any risk, or for a Claim, if your instructions are not clear; or
- We believe on reasonable grounds that you may be (or any Provider or other person using your facility may be) a person, acting for or conducting business with a person:
 - with whom we are not permitted to deal with by law or a regulatory authority;
 - in breach of laws relating to money laundering and terrorism financing.

2 Definitions

- a) **Claim** means any claim for benefit from Medicare, a private health insurer or a Health Scheme processed using CommBank Smart Health.
- b) **DHA** has the meaning given to it in clause 1.1.1 of this Addendum.
- c) **Hub** has the meaning given to it in clause 1.1.4 of this Addendum.
- d) **Medicare** means Medicare Australia as established under the *Human Services (Medicare) Act*. 1973.
- e) **Merchant Agreement** means the CommBank Merchant Agreement Terms and Conditions which may be viewed at https://www.commbank.com.au/business/pds/customer_merchant_agreement.pdf.
- f) **Practice** means the business location nominated by you, where approved products and services are provided by Providers.
- g) **Provider** means a provider of products or services approved by Medicare and/or private health insurers and have their claims for benefits processed through CommBank Smart Health.
- h) **Whitecoat** means Whitecoat Operating Pty Ltd, a wholly owned subsidiary of the Commonwealth Bank.