

HIF Digital Services Terms of Use



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1. Purpose

The HIF Digital Services Terms of Use ('Terms') outline the conditions under which you may access and use our Online Member Centre (OMC) and HIF Mobile App (App), including the membership transactions you make using these services, disclaimers, and limitations of liability. Please ensure you read these Terms.

The OMC and App is provided by **Health Insurance Fund of Australia Pty Ltd** (HIF; ABN 84 607 276 950), referred to in these Terms as 'we', 'us', 'our' and 'HIF'. Your use of the OMC or App is also subject to the <u>terms and conditions</u> of use of our website (hif.com.au) ('Website Terms').

When you register for and use the OMC or App, you accept and agree to comply with these Terms. We may update these Terms from time to time. Where changes are made, we will try to take reasonable steps to bring them to your attention by providing notice within the OMC or App or by sending you a notification via your registered contact details.

We recommend that you review these Terms regularly to stay informed of any updates.

Your continued use of the OMC or App after changes have been made will indicate your acceptance of the updated Terms. If you do not agree to the changes, you must stop using the OMC or App.

2. User Conduct

You may only use the OMC or App for lawful purposes and as expressly permitted by these Terms and the functions described within the OMC or App. It is your responsibility to ensure that your use does not infringe on the rights of any third party and complies with all applicable laws, standards, and codes.

You must not:

- use any content from the OMC or App for commercial purposes without prior written consent from HIF;
- interfere with, disrupt, or make unauthorised changes to the OMC or App;
- knowingly introduce viruses or other harmful features to the OMC or App; or
- attempt, or allow others, to carry out any of the above actions.

3. Eligibility and Access Rights

3.1 Eligibility Criteria

To register for an OMC or App account, you must:

- 1. be covered on an active or suspended HIF membership; and
- 2. be a Primary Fund Member or Partner; and
- 3. submit the following details for validation against the current membership information held by HIF:
 - a. Membership Number
 - b. First and last name
 - c. Date of Birth



- d. Email
- 4. submit a mobile number for multi-factor-authentication purposes.

If the information provided during registration does not match current HIF records or criteria, your registration will be declined.

3.2 Access Rights

The Primary Member and authorised Partner have full administrative access, excluding the ability to terminate the membership e.g. a user may view, change, add people insured on the membership and manage membership communications preferences.

To allow a Partner to access the membership via the OMC or App, the primary Member must provide authorisation. The authorised Partner will have the same level of administrative access as the Primary Member.

4. Use of Services

4.1 Service Availability

An internet connection (4G, 5G or Wi-Fi) is required to use the OMC or App. Normal data download and internet usage charges will apply, check with your mobile/internet service provider for further details.

Use of pre-release versions or unsupported operating systems may impact performance.

We do not guarantee that the OMC or App will be available to users at all times. We may, from time to time, update or modify the features or functionality of the OMC or App to reflect developments in technology or to alter or add to existing functionality. Any available updates, enhancements and new versions of the will become automatically available when you next access the OMC or App.

4.2 Updating Membership Details

Any changes you make to your membership via the OMC or App will be updated on your membership automatically and will take immediate effect. For example, if you change your address or payment details, you will immediately be bound by these changes. If you think your account has been accessed in error or compromised, please contact us immediately by calling **1300 134 060** or email <u>hello@hif.com.au</u>.

5. Transactions and Claims

5.1 Fund Rules

All transactions made in the OMC or App are subject to HIF's <u>Fund Rules</u>, as well as any relevant HIF business rules. If any information in the OMC or App is inconsistent with the HIF Fund Rules, the HIF Fund Rules will prevail.



5.2 Accuracy of Information

The membership information available through the OMC or App may not always be current, complete, or accurate. HIF gives no warranty, guarantee, claim, or representation regarding the accuracy, currency, or completeness of any material, including benefit estimates or claims, presented via the OMC or App.

Unprocessed or pending claims submitted to HIF via the OMC or App may not be reflected. Benefit estimates are indicative only and may change once the relevant claim has been fully processed and assessed in accordance with HIF's <u>Fund Rules</u>. HIF makes no claim or representation as to the accuracy of the content contained on the OMC or App.

5.3 Claiming

The OMC and App can only be used for Extras claims, not hospital or medical claims. For more information on how to submit a hospital or medical claim, refer to your <u>Health Cover</u> <u>Guide</u>.

Incomplete or illegible photographs of invoices and other accounts will be rejected until an acceptable replacement is provided.

Claims will be processed and assessed in accordance with HIF's <u>Fund Rules</u>. When you submit an Extras claim through the OMC or App you agree with the following:

When lodging a claim:

- 1. Please ensure the following details are included:
 - a. Member Number;
 - b. First and surname of person claiming;
 - c. Email address;
 - d. Clear photographs of all itemised accounts relevant to your claim;
 - e. Clear photographs of all paid receipts relevant to your claim.
- 2. Provider invoices must be paid in full prior to lodging a claim for Extras services.
- 3. Ensure that your bank account information with HIF for the payment of claim benefits, is up to date. HIF will not be liable if benefits are paid to an account that is not valid.
- 4. Individuals over 18 on the membership can nominate their own bank account for claim benefit payments.
- 5. You must indicate if you wish for payments to be made to your account or to a different account prior to submitting your claim to HIF.
- 6. If your address or contact details have changed you will advise HIF.
- 7. Incomplete or illegible photographs of invoices and other accounts will be rejected until an acceptable replacement is provided by you.
- 8. You must retain all original invoices/receipts for two years from the date you lodge the claim.
- 9. HIF reserves the right to randomly select claims for auditing purposes. As part of the audit HIF may contact you and request the original invoices or receipts to verify the claim information. HIF may also contact the nominated service provider.
- 10. By submitting a claim to HIF, you authorise HIF to request from the service provider any information necessary to verify or audit the claim.
- 11. The date of service (on your invoice) must be no more than two (2) years prior to the date you lodge a claim.



- 12. No benefits will be payable for claims if the membership is not financial or within waiting periods or for services or treatment rendered outside of Australia.
- 13. You agree that you will not submit claims for services where you are eligible to claim compensation from another source.

5.4 Making Immediate Payments via OMC (Pay Now)

When you make an immediate payment through OMC, you agree to the following:

- 1. HIF will not allow memberships to be paid in excess of 12 months in advance. Amounts paid beyond that may be refunded.
- 2. Discounts may apply to six (6) or twelve (12) monthly payments. If the amount paid through this channel is less than the amount required it may not be automatically eligible for a discount. If you feel this may impact you, you should contact HIF to make the payment.
- 3. While this payment is processed immediately other regular payments due in the next 5days may have already been processed by HIF and may still be deducted.
- 4. If you request a refund of this payment the refund will only be payable back to the account you paid it from and refunds may take up to 5 working days to process.
- 5. This payment will be subject to all of the relevant sections of HIF's Fund Rules.

Please call us on **1300 13 40 60** or email <u>hello@hif.com.au</u> if you need help with your payment.

6. Privacy

At HIF we comply with the Privacy Act 1988 to ensure that your personal (including sensitive) information is protected. HIF collects your personal (including sensitive) information to provide you with private health insurance services. If you choose not to share this information with us, we may not be able to provide you with such services. To perform private health insurance services, such as paying benefits, HIF may disclose your personal information to persons or organisations within Australia.

HIF collects, uses, and discloses your personal information in accordance with our Privacy Policy and the Private Health Insurance Collection Statement at hif.com.au/privacy which explains how HIF handles your personal information. This includes information on acknowledgement and consent, how we may collect, use, and share your personal information, how to access your personal information and correct it when it is wrong, and how to make a privacy related complaint and how we will respond to it.

If you would like a copy of our Privacy Policy, need more information, or have a privacy concern, you can call **1300 134 060**, email <u>privacyofficer@hif.com.au</u>, or mail HIF's Privacy Officer at GPO Box X2221, Perth WA 6847.

7. Security

7.1 Device and Application Security

We take active measures to protect the information you provide through the OMC and App. However, we cannot guarantee the security of data transmitted over the internet. As such, you



acknowledge and accept that any information you submit via the OMC or App is provided at your own risk.

The application, registration and self-service screens of the OMC are protected by SSL encryption to help ensure the integrity and confidentiality of information passed between your browser and our server.

We recommend you maintain the security of your information by protecting your password and having up-to-date anti-virus software and firewalls installed on your computer.

Logged in sessions must not be left unattended and you must ensure that you log out of the OMC or App before you leave your device or relevant internet browser when not using it and to lock your device when it is not in use.

We recommend you setup a mobile device passcode on your mobile device itself, in addition to the app passcode to prevent unauthorised access to your mobile device.

You must not access or use the OMC or App via any device that you are not authorised to use, or a device where software restrictions or privileges have been obtained illegally or without authorisation e.g. jailbroken or rooted devices.

7.2 Password Security

You must keep your password secure at all times and not disclosed to any other person. Where relevant, you must change your password regularly and use a different password from other applications or devices.

7.3 Biometric Login

If you have chosen to use biometrics such as touch ID or face ID login for the App, any of the biometrics stored on the mobile device will be used for authentication.

You must not turn on biometric access to the App if the touch ID or face ID stored on the device does not belong to the App user.

7.4 Multi-Factor Authentication

To protect your personal and policy-related information, you may be required to use multifactor authentication (MFA). You must maintain and keep up to date any control of the device or method used to verify your identity e.g. email, SMS, or authenticator app.

7.5 Unauthorised Use

We assume you are the user whenever your password is used to sign into your OMC or App account and accepts no responsibility for online transactions conducted on the OMC or App in circumstances where access has been gained by someone who is not the relevant OMC or App account holder, or who has not been properly authorised by us.

If someone else is able to use your password to access your account, then any action or request made by the user will be taken to be authorised by you unless you have notified us that your account details have been compromised.



If you become aware of any unauthorised access to, or transactions on, your OMC or App account, you must notify us immediately by calling **1300 134 060** or email <u>hello@hif.com.au</u>.

7.6 Account Termination or Suspension

We may de-activate your OMC or App account at any time without prior notice to you if:

- 1. we believe that your continued use of your OMC or App account may cause loss or damage of any kind to you or to us;
- 2. we believe you have breached these Terms or the Website Terms; or
- 3. your membership is terminated by you or by us.

8. Disclaimers and Liability

8.1 General Disclaimers

By using the OMC or App, you hereby agree not to rely on any of the information contained herein and accept all risks relating to unauthorised copying, amendment, reading of or interference with messages of the OMC or App by third parties; delay in or inability to access or use the OMC or App due to any hardware, software, system or connection failure, error, omission, interruption or computer virus; and loss of data or information due to any cause whatsoever.

We do not warrant that the content of the OMC or App complies with the laws of any country outside of Australia. You accept responsibility for ensuring or confirming compliance with all laws that apply to you as a result of that access or any consequent transactions or dealings with us.

The information and content presented in the OMC or App are not intended as medical advice for individual problems and should not be used or relied upon as a substitute for a consultation or visit with your physician or other health care provider. Should you have any health care related questions, please see your doctor or other health care provider promptly.

The OMC or App is not suitable for seeking medical attention in an emergency. In a medical emergency, please call "000" (triple zero).

8.2 Intellectual Property

Intellectual property rights in the trademarks of HIF and the content and compilation of the OMC or App (including copyright in all text, graphics, logos, icons, sound recordings, video images and software) are owned by, or licensed to HIF.

You may view, download, and print the information for your personal, non-commercial use only, and any other uses expressly set out in these Terms. Except to the extent permitted under the Copyright Act 1968 (Cth), you must not modify, copy, adapt, reproduce, store, republish, upload, post, transmit, distribute, or commercialise any information without HIF's prior written permission.



8.3 Limitations of Liability

Subject to the consumer guarantees afforded in consumer protection legislation (including Australian Consumer Law), HIF is not liable for any damages suffered, incurred by or caused by you, and all other damages suffered, incurred by or caused by you, including all direct or indirect, incidental, consequential, or punitive damages, in connection with:

- any breach of these Terms
- the information provided on the OMC or App;
- your use of the OMC or App;
- any failure or delay in the availability, ongoing functionality, quality or accuracy of outputs or performance of the OMC or App;
- exposure to viruses, malware, or other harmful components that may affect your device.

To the maximum extent permitted by law, HIF excludes all warranties (whether express, implied, or statutory) relating in any way to the OMC or App and will not be liable for any indirect, incidental, special, or consequential loss.

8.4 Cookies and Analytics

We may use cookies to enhance and personalise your experience on the OMC or App. A "cookie" is a small text file placed on your device by our web server. A cookie can later be retrieved by our website servers and do not alter the operation of your device in any way.

We may use cookies to collect and use information for a range of purposes, including to maintain and improve the operation of internet sites, to track user preferences and product requirements to customise any content displayed within the OMC and App.

You may choose to disable cookies through your browser settings. However, disabling cookies may impact the functionality of the OMC, and you may not be able to access certain features or log in successfully. By using the OMC or App without adjusting your browser settings, you consent to our use of cookies in accordance with our Privacy Policy.

9. Third Party Platform Terms

If you access or download the OMC or App from a third-party app store, including Apple's App Store or Google Play, you acknowledge and agree that:

- 1. these Terms are between you and HIF only;
- 2. HIF is responsible for the App, its content, for maintaining and supporting services for the App, and for handling any claims relating to the App, including but not limited to:
 - a. product liability claims;
 - b. any claim that the App fails to comply with applicable legal or regulatory requirements; and
 - c. claims under consumer protection, privacy, or similar laws.
- 3. your use of the App must comply with the terms of service of the applicable Third-Party Platform;



4. Third-party platforms are third-party beneficiaries of this agreement and have the right to enforce these Terms against you.

10. Use of Google's reCAPTCHA

We use Google's reCAPTCHA on selected forms on our OMC or App to prevent spam and abuse. If you proceed to a form via reCAPTCHA, Google will collect hardware and software data for analysis that will enable it to verify that you are a natural person and not a bot. This data may include:

- Your IP address
- The date and time of your visit
- Your browser type
- The language to which your browser is set
- Plug-ins you may have installed on your browser
- Cookies previously placed by Google
- Other hardware and software information as determined by Google.

Google collects this data directly and this collection is governed by the Google Privacy Policy and Google Terms of Use. HIF does not collect, transmit, store, or have visibility of this data. Information directly entered by you into forms on the OMC or App is not shared with Google.

11. Governing Law

Unless expressly stated to the contrary, these Terms are governed by the laws of Western Australia. You submit to the non-exclusive jurisdiction of the courts of Western Australia and any courts which may hear appeals from those courts in respect of any proceedings in connection with these Terms. HIF has the right to commence and prosecute any action or proceeding before any court of competent jurisdiction to obtain injunctive or other relief if HIF considers (in its discretion) that such action is necessary or desirable. In the event that any part of these Terms are deemed by a court to be invalid, those invalid Terms shall be excised and the remaining provisions shall remain in full force and effect.

12. Contact Information

If you have any queries about these Terms, please don't hesitate to phone us on **1300 134 060** or email our team on <u>hello@hif.com.au</u>