

# Westfund Health Insurance Online Services - Terms of Use

---

## 1. Introduction

- 1.1 **Westfund Limited** (ACN 002 080 864) trading as Westfund Health Insurance (“**Westfund**”, “**us**” or “**we**”) is a regional, not-for-profit, wholly Australian-owned and operated health fund with a presence in 12 towns and regional cities across New South Wales and Queensland.
- 1.2 These Terms of Use (“**Terms**”) govern our provision of the Westfund Online Services (Mobile Member’s Application, the “**App**”, Member’s Online) to you (the “**Service**”).
- 1.3 The Service involves the provision of Online Services which may from time to time be made available to you by Westfund as a Westfund member (“**Member**”). After you successfully register for the Service, you will be able to log in to these services to view your Member details, change your Member details and if authorised add new Dependants (as defined in the Westfund Health Insurance Fund Rules (“**Westfund Rules**”)), make a claim, and leave feedback for Westfund.
- 1.4 In providing the Service to you, we will need to collect your personal information and health information (both directly and indirectly). The collection, holding, use and disclosure of your personal information and health information is governed by our Privacy Policy, which is available at [www.westfund.com.au/privacy-policy](http://www.westfund.com.au/privacy-policy) or by contacting Westfund.
- 1.5 It is a condition of your receipt of the Service that you provide us with certain personal information. By using the Service you are indicating your acceptance of both these Terms, our Privacy Policy, and the Westfund Rules. If you do not agree, you must not use the Service.
- 1.6 We may change these Terms at any time and will take reasonable steps to bring any material changes to your attention. As you will be bound by any amendment to these Terms, you should review these Terms from time to time. By continuing to use the Service after any amendment to these Terms, you will be deemed to have accepted the amended Terms.

---

## 2. Using the Service and Registration

- 2.1 In order to use the Service, you must register with the Service by providing Westfund with certain true and correct information about yourself (the “**Member Information**”), as requested by the registration page on the Service. You will not be able to use the Service without registering.
- 2.2 Member Information requested by us may include, but is not necessarily limited to:
- (a) your Westfund membership number;
  - (b) your first name;
  - (c) your last name;
  - (d) your Dependant codes;
  - (e) your date of birth;
  - (f) your mobile and/or landline number;
  - (g) your email address; and
  - (h) other information that may be required in order to provide the particular Service to you.

- 2.3 By signing up to Westfund and using the Service you confirm that you are at least 16 years of age. If you are under the age of 16, you confirm that you have the permission of your parent or guardian to use the Service.
- 2.4 You must promptly notify and/or update your profile if any of your Member Information is erroneous or changes from time to time. By providing your contact details, you agree to Westfund contacting you via such means.
- 2.5 Benefits payable as the result of a claim are determined in accordance with the Westfund Rules. In the event any information provided in the Online Services is inconsistent with the Westfund Rules, the Westfund Rules will prevail. A copy of the Westfund Rules is available on [www.westfund.com.au](http://www.westfund.com.au) or by contacting Westfund.

---

### **3. Collection and use of data**

- 3.1 You expressly consent to use by us, or any third person acting on our behalf, of any information we collect about you via the Service for any lawful purpose in accordance with our Privacy Policy.
- 3.2 You confirm that all of the information you provide to us, including any personal details, will be complete, true and correct.
- 3.3 You also expressly consent to us automatically collecting information about your geographical location, including by analysing your IP address or the location of your mobile phone, in order that we can tailor the Service to you based on your geographical location.

---

### **4. Security**

- 4.1 You acknowledge that the internet is an inherently insecure communication medium, and you use the Service at your own risk. You agree that we have no responsibility for any use, misuse, loss, corruption, interception or delay of information or data uploaded, downloaded, hosted or otherwise communicated via the Service.
- 4.2 You must keep all usernames, passwords and other security-based information secure and private at all times. We are entitled to assume that you are the user of the Service if your username, password or other security-based information is used to access the Service.

---

### **5. Intellectual Property Rights**

- 5.1 All intellectual property rights (including copyright, database rights and trade mark rights) subsisting in, relating to or arising out of the Service are owned by and vest in Westfund (or its licensors). You acknowledge and agree these Terms do not transfer any right, title or interest in Westfund's (or its licensors') intellectual property rights to you, nor may you use Westfund's trademarks without our prior written permission.

---

## 6. Submitted Materials

- 6.1 The Online Services allows users to submit information, content, materials and receipts ("**Member Generated Content**") to the Service and/or Westfund. Westfund does not systematically review Member Generated Content submitted by users and is not responsible for the form or content of any Member Generated Content.
- 6.2 If you choose to submit Member Generated Content, you must own or have the right to submit that Member Generated Content and it must not:
- (i) infringe any intellectual property rights (including copyright, database right or trade mark right) of any person or be in breach of any legal duty owed to any person, such as a contractual duty or a duty of confidence;
  - (ii) deceive or be likely to deceive any person;
  - (iii) be used to impersonate any person (including Westfund and its representatives) or to misrepresent your identity or affiliation with any person; or
  - (iv) be illegal, obscene, defamatory, threatening, pornographic, harassing, hateful, racially or ethnically offensive, encourage conduct that would be considered a criminal offence, give rise to civil liability, violate any law or be otherwise inappropriate. If you become aware or reasonably suspect that any third party content on the Service may infringe these requirements, you must promptly inform us.
- 6.3 You agree that Westfund may:
- (i) edit or delete your User Generated Content;
  - (ii) use your User Generated Content for its business purposes; and
  - (iii) directly or indirectly benefit from your Member Generated Content.
- 6.4 Westfund does not claim any ownership rights in your Member Generated Content, however, by submitting Member Generated Content you are deemed to grant Westfund (and its licensors) an irrevocable, perpetual, non-exclusive, royalty-free and world-wide licence to use that Member Generated Content.

---

## 7. Claims

- 7.1 In addition to any declaration made when submitting a claim via the Service, you are declaring:
- 7.1.1 all information supplied in connection with the claim is true and correct;
  - 7.1.2 you authorise the relevant health service provider to give us information to verify and assess the claim; and
  - 7.1.3 the expenses claimed are not, and will not be, subject to a compensation or damages claim.

7.2 You must keep original receipts for claims submitted via the Service for at least 2 years and will provide those original receipts to Westfund on request. **Benefits are** not be payable for services which occurred earlier than 2 years before the lodgement of a valid claim.

7.3 **Receipts must be clearly legible and show:**

- provider number/name
- date of service
- patient details
- type of service
- cost of service or services should be shown as individual amounts (except for dental which may have a 'bulk fee')
- total fee and amount paid and any balance owing

For dental and optical claims

- Dental/Optical item numbers

For prescriptions/vaccinations/injections on an official pharmacy receipt

- Private/Non-PBS/Non-NHS
- Script number
- Prescriber name/number (doctor)

Westfund may ask you to provide additional information to process and finalise your claim. You will be notified by phone or email what additional information is required.

Refer to the Westfund Rules for specific claiming conditions and eligibility. Westfund has the right to recover any money paid to you in error or if you make a fraudulent claim or if your claim does not meet the requirements in the Westfund Rules.

---

## 8. **Linked Sites and Third Parties**

8.1 We may provide links to third parties' websites (whether on the App and Member's Online or as part of our advertisements), or may divert your devices to third party websites from time to time ("**Linked Sites**"). Unless otherwise noted on a Linked Site, Linked Sites are not reviewed, controlled or examined by us in any way. The provision of links to the Linked Sites does not mean that Westfund or its directors, officers, employees or agents endorse or recommend, or have any association with, the Linked Sites or the relevant third party goods and services.

8.2 You acknowledge and agree that we are not responsible for the content, availability, advertising, products, services or other materials of any Linked Sites, or any additional links contained on Linked Sites, or the conduct of any person associated with a Linked Site.

However, Westfund may at its discretion refuse any advertisements from, or associations with, any Linked Site.

- 8.3 Linked Sites may be subject to their own terms and conditions of use and privacy policies. You acknowledge that it is your sole responsibility to review and comply with those terms and conditions, and we have no responsibility for your actions when using a Linked Site.
- 8.4 Apple, the Apple logo and the App Store are trademarks of Apple Inc. Google Play and the Google Play logo are trademarks of Google LLC

---

## **9. Unacceptable Usage**

- 9.1 You must only use the Service in a reasonable manner, consistent with these Terms, the Privacy Policy, and the Westfund Rules as well as ordinary community standards of behaviour and decency. Under no circumstances may the Service be used for any illegal purpose, or in a manner likely to cause offence to a reasonable person.
- 9.2 You must not use the Service for any purpose which we consider to be unacceptable. Examples of unacceptable behaviour include use of the Service that:
- (a) would cause you or us to be in breach of any law, code, or regulation;
  - (b) involves accessing the personal information of a person other than a person linked to your account;
  - (c) attempts to obtain a benefit or other financial advantage which you are not entitled to;
  - (d) places any unreasonable impost, burden or strain on the technical resources of the Service, including without limitation the excessive transmission of data;
  - (e) depicts or promotes offensive or illegal behaviour;
  - (f) is offensive or promotes racism, bigotry, hatred or physical harm;
  - (g) would harass or threaten any other person;
  - (h) exploits people in a sexual or violent manner;
  - (i) contains nudity, violent or offensive subject matter;
  - (j) promotes an illegal or unauthorised copy of copyright material;
  - (k) could cause us to incur a liability to any third party or entity;
  - (l) violates the privacy or confidentiality of any person;
  - (m) involves compromising the security of any computer system or data storage system;
  - (n) contains, provides or creates computer viruses or corrupts systems, facilities or data;
  - (o) involves the sending of junk mail or unauthorised commercial electronic messages;
  - (p) alters or modifies the operation of the Service in any way; or
  - (q) involves the resale or resupply of the Service to any person without our prior written permission.
- 9.3 You acknowledge and agree that we may immediately suspend or terminate your access to the Service if you breach these Terms, or we suspect on reasonable grounds that you have breached these Terms or used the Service for any unacceptable purpose.

---

## **10. Suspension, availability and accuracy**

- 10.1 We may refuse to register your account and/or provide you access to the Service, without giving reasons and without liability to you.
- 10.2 While we will take reasonable steps to ensure the availability and security of the Service, you accept that the Service provided by us is provided on an “as is” basis. We do not warrant that the Service will be continuously available and will not be liable if the Service is unavailable at any time or for any reason. In particular, we may at any time immediately suspend or withdraw access without notice and without giving reasons.
- 10.3 We do not represent that the Service (or any software underpinning the Service) will be error, defect, “bug” or “virus” free, and you should take prudent steps to ensure your own online security and safety.
- 10.4 Information pertaining to you made available to you while using the Service may not always be up to date. For example, remaining limits shown (where available) do not take into account any unprocessed claims. However, changes made by you to your Member Information may take immediate effect. For example, you will be immediately bound by changes made to your bank account details.

---

## 11. Liability

- 11.1 Without limiting any other provisions of these Terms, we will not in any way be liable to you for any kind of loss or damage incurred as a result of your use of the Service including any viruses or other malicious software that may affect you while using the Service or for any faults, failures or interruptions or the accuracy, timeliness, completeness, security or reliability of any communications (including any transactions) made using the Service.
- 11.2 Other than express terms of these Terms and warranties, conditions, rights or guarantees implied by relevant legislation, including the *Competition and Consumer Act 2010* (Cth), the exclusion of which from an agreement would contravene a statute or cause part or all of these Terms to be void ("**Non-excludable Rights**"), you agree that we exclude all liability arising from any implied or express representations, terms, conditions or warranties that would otherwise apply to your use of the Service.
- 11.3 Except for liability in relation to breach of any Non-excludable Rights and liability under clause 11.4, our maximum aggregate liability to you in contract, tort (including negligence), statute or otherwise, is limited to \$1,000.
- 11.4 To the maximum extent permitted by law, our liability for breach of any Non-excludable Rights is limited to:
  - (a) replacement or refund for a major failure and you may seek compensation for any other reasonably foreseeable loss or damage; or
  - (b) replacement or repair if the goods or services fail to be of acceptable quality and the failure does not amount to a major failure.
- 11.5 To the maximum extent permitted by law, under no circumstances will we be responsible to you or any third party whether in contract, tort (including negligence), in equity or under statute for any special, indirect, consequential, incidental or punitive damages, or for any damages for loss of opportunity, data, profits, revenue or goodwill, regardless of whether or not such loss or damage was foreseeable and even if advised of the possibility of such loss.
- 11.6 You indemnify us and our related bodies corporate, directors, officers, employees and agents from and against all actions, claims, suits, demands, damages, liabilities, costs or expenses, including reasonable legal fees, arising out of, or in any way connected to, your

use of the Service or information or content available by means of the Service, or the use of the Service by anyone using your device.

---

## **12. Termination**

- 12.1 You may end your access to the App at any time by deleting the App. Ending your access in this way will end your ability to access the Service and you will need to register again with us and/or download the App again if you change your mind. To terminate access to Member's Online you need to contact Westfund by emailing [enquiries@westfund.com.au](mailto:enquiries@westfund.com.au) or by telephone 1300 937 838. Any data or personal information we have collected about you or your use of the Service will be retained and/or destroyed in accordance with our Privacy Policy.
- 12.2 We may immediately terminate your access to the Service without notice or cause for any reason. Reasons we may terminate your access to the Service include where:
- (a) you breach any of these Terms;
  - (b) you breach the Westfund Rules (including by failing to pay premiums when they are due);
  - (c) you use the App and/or the Service in a dishonest or fraudulent manner;
  - (d) we have ceased to provide the Service, in whole or in part;
  - (e) our business or contractual relationships with third parties require us to do so; and/or
  - (f) we consider that you have done something that is detrimental to our business interests or reputation or those of any third parties.
- 12.3 You acknowledge that neither Westfund, nor any other person, will have any liability to you for any reason whatsoever arising from any termination of your access to the Service.
- 

## **13. General**

- 13.1 If any provision in these Terms is void or unenforceable, that provision will be read down to the extent necessary to make it valid and enforceable and to the extent that it cannot be so read down, will be severed from these Terms.
- 13.2 If there is a contradiction or inconsistency between these Terms and any other notices, policies, communications or documents relating to the Service then these Terms will prevail to the extent of that contradiction or inconsistency, unless we expressly agree otherwise in writing.
- 13.3 Your rights and obligations under these Terms are personal to you and you must not assign, transfer, sub-contract or otherwise dispose of any or all of your rights and/or obligations under these Terms. We may assign, transfer, sub-contract, novate or otherwise dispose of any or all of our rights and/or obligations under these Terms without notice to you.
- 13.4 These Terms are governed exclusively by the laws in force in New South Wales, Australia and this applies notwithstanding any use of an Online Service outside of Australia. The parties agree to be bound by the non-exclusive jurisdiction of the Courts of New South Wales, Australia.