

nib's online terms

About us

nib holdings limited (ABN 51 125 633 856) and its related entities (“nib”, “we”, “us” or “our”) own and/or operate this website, including its related online services accounts for members (“**Member Accounts**”), transactional domains and webpages and all associated mobile applications for use by portable electronic devices, such as smart phones or tablet computers (“**Site**”).

Who do these online terms apply to?

By accessing and using the Site, you accept and agree to comply with the online terms and conditions set out below, our [Privacy Policy](#) and any other terms or conditions contained on the Site from time to time (“**Terms**”).

Eligibility for Member Account

Only the policy holder, their spouse, and dependants who are aged 16 and over, are eligible to register a Member Account for the Site. We reserve the right to monitor your use of the Site to ensure your compliance with the Terms.

Claiming through your Member Account

When making a claim, you should submit your receipt from your hospital, medical or other service provider (“**Provider**”) receipt through your Member Account as soon as possible (but no later than 2 years from the date of service) and we will aim to process your claim within 5 days of receipt.

You should keep a copy of your receipt in case of loss during the claiming process. We can only pay claims by direct credit into an account with an Australian bank, building society or credit union.

By submitting a claim through your Member Account you:

- declare that all information provided is true and correct;
- acknowledge that benefits are not payable if any claim contains false or misleading information;
- authorise all relevant Providers to supply any information, including your personal information, to us that we reasonably require to assess and process your claim;
- consent for nib to use your personal information for other purposes related to the claim as outlined in the [Privacy Policy](#) or elsewhere in the Terms;
- where relevant, have the consent and authorisation of all people under your membership to make declarations on their behalf;
- confirm that the services have not been claimed as Point of Service e.g. HICAPS; and
- confirm that the services were performed by the Providers and received by the persons as indicated on the Provider's receipts.

A claim must be supported by an official Provider receipt that includes:

- the Provider's name, Provider number and address;
- the patient's full name and address;
- the date of service;
- the description of the service; and
- the amount(s) charged.

You will need to provide nib with any other information that nib reasonably requests in relation to your claim.

A claim cannot be made for any goods or services, until the services have been provided or the goods have been purchased (as applicable).

Claims will only be paid for services delivered by nib's recognised Providers.

Claims can only be processed online if you have provided us with your direct credit details to enable us to electronically credit benefits to you.

Please note that this is not an exhaustive summary of the terms relevant to lodging a claim with nib. For more information, please refer to your [Policy Booklet](#) and the [Fund Rules](#).

Log-in details for Member Account

Once you have registered a Member Account, it is your responsibility to maintain the confidentiality and security of your log-in details. We are not liable for any loss, damage or breach of privacy that you suffer as a result of the misuse of your log-in details by any third party, including by a dependent or other member under a policy.

User conduct

You must only use the Site for lawful purposes and for the purposes explicitly stated on the Site and in these Terms. You are responsible for ensuring that your use of the Site does not infringe any third party's rights and that you comply with all relevant laws, standards and codes in relation to the Site.

You must not:

- without our prior written permission, exploit any of the content in our Site for commercial purposes;
- tamper with, hinder the operation of, or make unauthorised modifications to the Site;
- knowingly transmit any virus or other disabling feature to the Site; or
- attempt any of the above acts or permit another person to do any of the above acts.

nib is not liable to you or any other party and you release nib from any liability for any loss or damage however caused (including through negligence) which you or any other party may directly or indirectly suffer in connection with your access to or use of the Site.

Privacy Statement

We are committed to protecting your privacy. Our [Privacy Policy](#) explains how we collect, use and disclose the personal information you provide to us. When you register a Member Account, you consent to us collecting your personal information such as your:

- name, address, phone number, email and other contact details;
- family and marital status, date of birth and gender;
- bank account, credit card and other payment details (if you are the policyholder);
- federal government rebate registration details;
- government related identifiers such as your Medicare number and Australian Tax Office tax file number;
- pension / health care card numbers; and
- claim details (which may include sensitive personal information, such as your health information and health services provided to you).

We will only use your personal information in accordance with our [Privacy Policy](#). This may include using your personal information to pay for health related services from medical Providers and facilities under your health insurance policy. We may also disclose your personal information to:

- Providers, hospitals, doctors and medical specialists, state registration boards and professional associations;
- the policy holder;
- government agencies; or
- our service providers in connection with the provision of hosting and online services.

If you are a dependant or other member under a policy, we may also collect personal information about you from the policy holder. We ask the policyholder to obtain your consent for us to collect your information and to provide you with information about your rights under our [Privacy Policy](#), to correct or access your personal information or make a complaint in relation to a privacy breach.

Accuracy, currency and completeness

Whilst nib has exercised due care in ensuring the accuracy of the general content on the Site, nib does not warrant the quality, accuracy, currency or completeness of any general information made available on or through the Site. Such information may change without notice and given its generic nature, any general information on the Site may not apply to your specific circumstances.

Please [contact nib](#) before acting in reliance on any general information on the Site. nib will not be responsible for any loss or damage which you incur as a result of acting in reliance on such general information or material.

Medical disclaimer

The health and medical related information contained on the Site is provided for general information purposes only and is not intended to be a substitute for professional advice. Accordingly, the information contained on the Site is not intended to be used to diagnose, treat, cure or prevent any disease, disorder or medical condition, nor is it intended to be used as a substitute for the care that patients receive from their healthcare professionals. We recommend that you see a qualified health professional to obtain advice relevant to your particular circumstances. nib does not accept any liability whatsoever for any injury, loss or damage arising out of or in connection with the use of or reliance on the health and/or medical related information provided on the Site or any linked website.

Third party content

The Site may contain information which is provided to nib by third parties, which does not necessarily reflect the views of nib. nib retains the right (but not the obligation) to reject, edit, or remove any information that a third party provides for display on the Site. nib does not warrant the currency, accuracy or reliability of any information provided by a third party for display on the Site.

Linked websites

The Site may contain links to other websites. Those links are provided by nib for your convenience only, and may not remain current or be maintained. Website links on the Site must not be construed as an endorsement, approval or recommendation by nib of the linked website or its content. nib is not responsible for the content or privacy practices associated with any linked websites.

Security of data

We do not guarantee that the Site will be available to users at all times. No data transmission over the internet can be guaranteed as totally secure. Whilst nib takes reasonable steps to protect the

information you transmit to nib through the Site, nib does not warrant and cannot ensure the security of any information which you transmit to nib. Accordingly, any information which you transmit to nib is transmitted at your own risk.

When using the Site, you must take precautions to ensure you are not exposed to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. nib does not accept responsibility for any such interference or damage to your system which arises in connection with your use of the Site.

Data storage and transmission

The data nib collects from you, including personal information, is generally stored electronically in Australia. It may, however, be necessary for nib to transmit to, and store data at, our third party partner's information technology systems, some of which may be located outside of Australia. In doing so, nib will take reasonable steps to ensure that your data is transferred and stored securely and in accordance with our [Privacy Policy](#).

Intellectual property rights

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

You may view, download and print the information contained on the Site 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 provided on the Site without nib's prior written permission.

If you download content (including software) from the Site, the content (including any data, files and/or images incorporated in or generated by software) will be licensed to you by nib. The licence for you to use such downloaded content shall be restricted, revocable, non-transferable, and non-exclusive. You must not commercialise, distribute, decompile or reverse engineer such downloaded content without the prior written permission of nib.

Limitation of liability and indemnity

nib is not liable to you (or any third party) for:

- unavailability of the Site;
- events beyond nib's control, such as internet connection availability; or
- any consequential or indirect loss or damage arising out of your use of the Site or your Member Account however caused, including negligence.

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

Where liability cannot be excluded by law, any liability incurred by nib in relation to the use of the Site is limited to the extent provided for by Australian Consumer Law (Schedule 2 of the *Competition and Consumer Act 2010* (Cth)). Accordingly, nib's liability for breach of any warranty implied into these Terms by law (which cannot be excluded) is limited to the supply of that part of the services again or, at nib's option, the payment of the costs of having an equivalent service supplied again.

Rights we cannot limit, disclaim or exclude

Nothing in these Terms, including any disclaimer, limitation of liability and indemnity, excludes any rights which by law may not be excluded.

Termination of access

nib may suspend or terminate access to your Member Account immediately, at its sole discretion, without notice to you if:

- you cease to hold insurance cover with us;
- we suspect or determine that you have engaged in any fraudulent conduct or activity in connection with any insurance cover you hold with us or in connection with your use of the Site; or
- we determine that you have breached any of the Terms or you have misused the Site in any way.

Governing law

The Terms are governed by the laws in force in New South Wales, Australia. You agree to irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of that jurisdiction. The Site may be accessed throughout Australia and overseas. If you access the Site from outside Australia, you do so at your own risk. We make no representation that the content of the Site complies with the laws (including intellectual property laws) of any country outside of Australia.