

nib 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. Individuals with a free nib membership account are not required to be a policy holder.

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") 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 (and for travel insurance claims, within 10 working 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.

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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 if you are covered under an Australian residents health insurance policy;
- the How to claim page and your Membership Guidelines if you are covered under a GU Health Policy;
- the IMAN Fund Rules if you are covered under an IMAN health insurance policy;
- the Overseas Visitor Fund Rules if you are covered under an Overseas Visitors health insurance policy; or
- the Overseas Student Fund Rules if you are covered under an Overseas Students health insurance policy.

for nib Travel insurance products, see the relevant Product Disclosure Statement and Financial Services Guide for information about making travel insurance claims.

Apple Pay and nib Digital Card

When using the nib Digital Card and Apple Pay, you agree:

- you can use Apple Pay and the nib Digital Card to make payments at providers that accept Apple Pay;
- we won't charge you extra fees for using the nib Digital Card with Apple Pay, but you may incur third-party charges (like data fees) from your service provider;
- Apple Pay is owned and operated by Apple Inc. It is governed by Apple's own terms and conditions, and we are not responsible for its availability or functionality, including which devices it supports;
- you are responsible for keeping your device and passcode secure to prevent unauthorised transactions. We are not liable for any loss or damage if you fail to keep your device secure, engage in fraud, or use your device in a way that breaches these Terms or Apple's terms; and
- if you suspect unauthorised use of your card, you must notify us immediately.

The Apple Pay security and privacy overview is available at [Apple Pay security and privacy overview – Apple Support \(AU\)](#).

Log-in details for Member Account

Please note that the email address that you provide to nib for your Member Account will be used as your unique identifier in relation to your Member Account ("Identifying Email Address").

Where the same Identifying Email Address is used for different policies (including where those policies are held by different members), it will be possible to view all policyholder and dependant's information for all of those policies by logging into your Member Account using the Identifying Email Address and inputting the required one-time password.

Please consider carefully whether you wish to use the same Identifying Email Address across different policies and be aware that anyone who has access to your Identifying Email Address will potentially be able to access your Member Account as described above.

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 dependant or other member under a policy; and/or
- you sharing an Identifying Email Address with any third party, including a dependant or other member under a policy or across multiple policies.

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.

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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. We will only use your personal information in accordance with our Privacy Policy.

When you register a Member Account, you consent to us collecting your personal information, including, but not limited to, your:

- full 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 (where applicable to you);
- government related identifiers such as your Medicare number and Australian Tax Office tax file number (where applicable to you);
- 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).

If you are a member under an IMAN, International Workers or Students cover, we may need to collect additional personal information from you including, but not limited to, your passport and visa details, and details of your education institution.

If you are a dependant or other member under a policy, we may also collect personal information about you from the policyholder. 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.

If you are an Australian Resident member with an nib health insurance policy, further information on how We use your information can be found in the Policy Booklet.

Analytics and Cookies

We may monitor your activity on the Site and conduct analytics including through the use of cookies. All personal information collected, transmitted, stored or otherwise processed on this Site will be handled in accordance with our Privacy Policy.

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.

Please contact us 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.

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Financial Services Disclaimer

Any information on the Site's nib Travel insurance pages is general information only, and does not consider your personal circumstances or what product might be right for you. Please see the relevant Product Disclosure Statement/Financial Services Guide for details.

Third party content and linked websites

The Site may contain information which is provided to nib by third parties, and may link out to third party content, websites and other applications (Third-party Sites).

These Terms do not apply to the Third-party Sites, which are not owned or operated by nib. nib is not responsible for the content or privacy practices associated with any Third-party Sites. Each Third-party Site may provide additional details regarding the collection and use of your personal information in connection with their services and include:

- **nib Nurture Pregnancy eLearning Program**, owned and operated by Ternity Group Pty Ltd (ACN 99 162 918 809) (Nourish Baby). You can read the Purchase Terms for the nib Nurture Pregnancy eLearning Program [here](#).
- **nib Symptom Checker**, which is owned and operated by Infermedica Sp. z o.o. Plac Solny 14/3, 50-062 Wroclaw, Poland. You can learn more about Symptom Checker [here](#).

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.

If you use features or services on the Site that require third party location information (for instance, Find a Provider), it may need to collect, use, share, and store data about your device's location. By enabling location services on your device, you agree to allow the third party or nib to collect and use this location data to provide these services. You can turn off location services at any time by disabling the option on your device.

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.

- If you are using nib Nurture, please refer to the **nib Nurture Privacy Collection Notice** for additional information regarding the collection and use of your personal information in relation to this service.
- If you are using nib Skincare, please refer to the **nib Skincare Privacy Collection Notice** for additional information regarding the collection and use of your personal information in relation to this service.
- If you are using nib HealthCheck, please refer to the **nib HealthCheck Privacy Collection Notice** for additional information regarding the collection and use of your personal information in relation to this service.
- If you are using nib Symptom Checker, please refer to the **nib Symptom Checker Privacy Collection Notice** for additional information regarding the collection and use of your personal information in relation to this service.



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Intellectual property rights

Intellectual property rights in the trade marks of the nib Group including the trade marks of its services (whether registered or not), 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 the nib Group.

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

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. 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 (acting reasonably), without notice to you if:

- 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.

Notwithstanding the above, even if your insurance cover is terminated, you will still retain access to your Member Account, including any content, tools and, services available as part of nib's free nib membership.

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.

Changes to these Terms

We may update these Terms from time to time. We'll always show the latest version on the Site. We won't change the Terms while you're actively using the Site, but each time you come back, you agree to follow the latest version.

By continuing to use the Site after we make changes, you agree to the updated Terms. You agree that we've given you enough notice of any changes by making the latest Terms available on the Site.

Last updated May 2025

