

# TERMS AND CONDITIONS

## MEMBERSHIP

### Membership Eligibility

1. Subject to these rules any person who is aged 18 years of age or more is entitled to apply in his or her own right as a Primary Member.
2. Any person who applies for a Policy for himself or herself shall be known as the Primary Member. The Primary Member may also apply to cover his or her Dependants. A Primary Member may not receive Benefits in respect of any person other than the Primary Member unless that person is registered on the Policy as a Dependant.
3. A person may not concurrently have a Policy that covers Hospital Treatment with the health benefits fund of another private health insurer and Westfund.
4. Subject to Westfund's discretion a person may not concurrently have a Policy that covers General Treatment with the health benefits fund of another private health insurer and Westfund.
5. A person may be a Primary Member to both Westfund and another health benefits fund of another private health insurer, where a Hospital Treatment Policy is held with one private health insurer and a General Treatment Policy is held with the other private health insurer.

### Dependants

1. A Primary Member may register their Partner and/or Child Dependants on an appropriate Policy other than a Policy for an Insured Group of one.
2. A new born Child of a Member will not be automatically covered from birth unless the Policy has been a Policy which covers an Insured Group of more than one person and has included the mother of the new born child for at least two months prior to the expected date of the birth. In this case, continuity of cover applies to the new born Child. If the new born Child is not included on the Policy at least two months prior to the expected date of birth, usual Waiting Periods apply.
3. Westfund, at its discretion, may allow a Primary Member to register as a Child Dependant, a person already registered as a Child Dependant on another Policy (even if with another health benefits fund) provided that the Primary Member is the parent or guardian.
4. A person who ceases to be a Dependant (even if with another private health insurer) may join Westfund as a Primary Member without any additional Waiting Periods provided the new Policy does not provide a higher level of Benefits. Where the new Policy provides a higher level of Benefit, Waiting Periods will apply to the difference in Benefits.
5. If a person was a Member (even if with the health benefits fund of another private health insurer) immediately prior to becoming a Dependant on a different Policy, the person's Policy will be regarded as continuous.

### Membership Applications

1. A person may apply to be a Member of the Fund by completing the specified application form and by providing any additional information relevant to the application requested by Westfund.
2. The applicant must be the Member who will be the Primary Member unless an application is being submitted by an agent approved by Westfund on behalf of the applicant.
3. An applicant who intends to pay his or her Premiums by direct debit must accompany his or her application with a payment equivalent to at least:
  - One week in the case of weekly direct debit
  - One fortnight in the case of fortnightly direct debit

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- One month in the case of monthly direct debit
4. Applicants who intend to pay their Premiums directly (over the counter/mail) or through a payroll group must provide at least one month's Premium with their application.
  5. Westfund will not refuse any Policy application on the ground of any matters detailed under the anti-discrimination provisions of the Private Health Insurance Act.
  6. If Westfund has exercised its rights to terminate a Policy, Westfund shall have the right to refuse an application for a Policy from a former Member who has been terminated.
  7. Where an application is refused, Westfund shall provide a reason for the refusal.
  8. The Partner of a Primary Member may deal with Westfund in respect of all other matters concerning the Policy except for the addition or subtraction of a Dependant and the change of Policy. The Primary Member may provide his or her Partner with these additional powers via a power of attorney or by specific written authorisation.
  9. Westfund may require proof of identity, age, and previous health cover at the time of an initial application for a Policy and at the time of any application to change the Policy or Dependents.
  10. Westfund will inform any person enquiring in relation to Complying Health Insurance Products about Standard Information Statements and how to obtain a copy. Westfund will provide a copy of the relevant statement if the person so requests.
  11. Westfund will provide an up to date copy of the relevant Standard Information Statement when an adult first becomes insured. This statement will be provided to the Primary Member.

## Membership Duration

1. Provided that the first Premium has been paid, the commencement date of a Policy shall be the later of:
  - the day the Policy application is accepted by Westfund; or
  - the date nominated by the applicant and accepted by Westfund; except that in the case of transferring members, an earlier date may be agreed at the discretion of Westfund for a period up to 2 months prior to the date the application is received for the purposes of maintaining continuity of cover.
2. A Policy will continue while Premiums continue to be paid until cancellation by the Primary Member or cancellation by Westfund due to failure of a Member to observe these rules.
3. Policy Review Period (cooling off period)

New Members and Members who have transferred to another Westfund Policy are entitled to a review period of 30 days from the date the Policy or the changed Policy commences. Primary Members who decide during this review period that they do not want the Policy or want to change it in any way, will either be refunded their Premiums or transferred to a more appropriate Policy effective from the original date of application. If a Primary Member chooses to change to a Policy with greater Benefits from the original date of application he or she will be required to pay any difference in Premiums from that date and will be subject to Waiting Periods associated with the higher level of cover. The review period does not apply if a Member makes a claim in respect of the 30-day review period.

## Membership Transfers

1. When a Member of the health benefits fund of another private health insurer transfers to Westfund without a break in coverage, Westfund may apply all relevant Waiting Periods:
  - to any Benefits under the Westfund Policy that were not provided under the previous Policy;
  - to any difference between the Benefits that would have been provided under the previous Policy and the Benefits

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payable by Westfund where the Westfund Policy Benefit is higher;

- to the unexpired portions of any Waiting Periods not fully served under the previous Policy;
- to the difference between any Excess or Co-Payment payable under the previous Policy and the new Policy (where the previous Policy carried a higher Excess or Co-Payment).

2. Where a Westfund Member transfers to another Westfund Policy he or she shall be treated as a transfer from the health benefits fund of another private health insurer in relation to the application of Waiting Periods.
3. Where a Member transfers from the health benefits fund of another private health insurer or to a different Westfund Policy, any Benefits that have been paid that were subject to an annual or other limits under the previous Policy may be taken into account in determining the Benefits payable under the new Policy.
4. Incremental Benefits or Benefit limits paid in relation to the Policy held at the health benefits fund of the previous insurer or with Westfund may be taken into account when determining any incremental Benefit or Benefit limit where the increment requires an accrued term of a specific Policy.
5. A Waiting Period will not apply to a Policy that covers a person who holds a gold card or was entitled to treatment under a gold card (as defined in the Act) or to members of the Australian Defence Force or people in Antarctica who have health cover provided as part of their employment.
6. Westfund will provide in the approved form and within the period set out in the Private Health Insurance (Complying Product) Rules a Transfer Certificate where a person ceases to be insured with Westfund.
7. Westfund will request in the approved form and within the period set out in the Private Health Insurance (Complying Product) Rules a Transfer Certificate from a person's previous insurer where this has not been provided within 7 days of the person becoming insured by Westfund.

## Cancellation of Membership

1. A Primary Member may:
  - cancel his or her Policy;
  - remove Dependants from his or her Policy.
2. Westfund will refund Premiums paid in advance when a Policy ceases only where required to do so by law or where specified in these Rules. Westfund may at its discretion upon written request refund Premiums paid in advance from the date of receipt of that request and after allowing an appropriate administrative charge.
3. A Dependant aged at least 16 years of age may leave the Policy, and a Dependant under 16 years of age may leave the Policy with the agreement of the Primary Member. Westfund will notify a change of this nature in writing to the Primary Member and the Dependant.
4. A request to cancel a Policy must be in writing.
5. The date of cessation of a Policy will be the later of the date requested by the Member or the date of receipt by Westfund of the relevant communication from the Member, except that in the case of transferring members, an earlier date may be agreed at the discretion of Westfund for a period up to 2 months prior to the date the cancellation request is received for the purposes of avoiding overlap of cover.
6. A Primary Member who has been given rate protection due to his or her Premiums being paid in advance and who cancels his or her Policy before the end of the period paid in advance will lose his or her rate protection.

## Termination of Membership

1. Westfund shall not have the right to terminate the Policy of any Member on the ground of any matters detailed under the

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anti-discrimination provisions of the Private Health Insurance Act.

2. Westfund shall have the right to terminate the Policy of a Member from the date of notification to that Member, if any Member in that Policy has, in the opinion of Westfund, committed or attempted to commit fraud upon Westfund. Any Premiums paid in advance of the date of cancellation of the Policy may be first applied by Westfund to offset the cost of the fraud or attempted fraud, with Westfund being only liable to the Member of the cancelled Policy for any balance remaining.

3. Westfund shall have the right to terminate the Policy of a Member if the application for the Policy for that Member contained inaccurate or incomplete information in a material respect and such right may be effected from the date such Policy commenced. "Material" means that Westfund could have made a different decision if provided with accurate and/or complete information.

4. Westfund shall have the right to terminate a Policy if any Member with a Hospital Treatment policy concurrently has a Hospital Treatment policy with the health benefits fund of another private health insurer.

5. In circumstances other than those specified in points 2, 3 or 4 Westfund may terminate a Policy. In these circumstances Westfund will write to the Primary Member advising of the reason for the termination and provide the Primary Member with at least one month's notice of the date of the termination.

6. Westfund will refund any Premiums paid in advance as at the date of the termination but may deduct an appropriate amount from the refund for administrative expenses associated with processing the termination and any amounts wrongfully paid to or on behalf of the Member.

7. Where Premiums are more than two months in arrears the Policy is terminated except at the discretion of Westfund. The Member remains liable for unpaid Premiums.

8. Where a Policy has been terminated for non-payment of Premiums, the Member must complete a new application. Westfund may at its discretion and subject to payment of the Premium arrears, agree to waive Waiting Periods and reinstate any accumulated Benefit entitlements.

9. Westfund will notify a Primary Member in writing where the Policy has been terminated.

## Temporary Suspension of Membership

1. Westfund may suspend a Policy upon application by the Primary Member.

2. Suspension of a Policy may be granted by Westfund if the reason for the suspension is the temporary absence from Australia for more than three months and no more than 24 months provided that the Policy is resumed within one month of returning to Australia and Premiums are paid from the date of return to Australia.

3. Westfund may allow suspension of a Policy on grounds other than overseas travel for periods as it, in its absolute discretion, allows.

4. Health services provided during a period of a suspended Policy shall not be eligible for Benefits.

5. A period of a suspended Policy shall not qualify for the purpose of completing any Waiting Periods that are to be served by a Member before the Member is eligible to receive Benefits.

6. Where a Benefit limit is defined in these rules with reference to a period of time, or limit period within which the maximum Benefit is payable, any Benefit entitlement payable to a Member within the limit period shall be reduced by any period of a suspended Policy which falls within the limit period in the same proportion as the period of the suspended Policy divided by the limit period.

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## LIMITATION OF BENEFITS

### Co-Payments

1. A Co-Payment may be required under particular Policies.
2. A Co-Payment may also be required where the Member has transferred from a Policy with the health benefits fund of another private health insurer that applies Co-Payments and a Waiting Period still applies to his or her policy.

### Excesses

1. An Excess may be required under particular Policies.
2. An Excess may also be required where the Member has transferred from a policy with the health benefits fund of another private health insurer that applies Excesses and a Waiting Period still applies to his or her policy.

### Waiting Periods

1. Benefits are not payable in respect of services provided to a Member during a Waiting Period.
2. Waiting Period means the period that applies to a person for a Benefit under a Policy being the period:
  - a) starting at the time the person becomes insured under the Policy; and
  - b) ending at the time specified in the Policy; during which the person is not entitled to the Benefit.
3. When a Member of the health benefits fund of another private health insurer transfers to Westfund without a break in coverage, Westfund may apply all relevant Waiting Periods:
  - to any Benefits under the Westfund Policy that were not provided under the previous cover;
  - to any difference between the Benefits that would have been provided under the previous cover and the Benefits payable by Westfund where the Westfund Policy is higher;
  - to the unexpired portions of any Waiting Periods not fully served under the previous cover.
  - to the difference between any Excess or Co-Payment payable under the previous policy and the new Policy (where the previous Policy carried a higher Excess or Co-Payment).
4. Where a Westfund Member transfers to another Westfund Policy he or she shall be treated as a transfer from the health benefits fund of another private health insurer in relation to the application of Waiting Periods.
5. A new born Child of a Member will not be automatically covered from birth unless the Policy has been a Policy which covers an Insured Group of more than one person which has included the mother of the new born child for at least two months prior to the expected date of the birth.
6. Waiting Periods do not apply to newborns of a Member that has served all Waiting Periods. Any Waiting Periods that remain for a Member at the time of birth will apply to newborns.
7. A Waiting Period will not apply to a Policy that covers a person who held a gold card or was entitled to treatment under a gold card (as defined in the Act) or to members of the Australian Defence Force or people in Antarctica who have health cover provided as part of their employment.

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## 8. Waiting Periods for Hospital Treatment Policies

The following Waiting Periods apply to Benefits payable under Hospital Treatment Policies:

Accident-related	1 day
Psychiatric, Rehabilitation and Palliative Care	2 months
All other services and items excluding Obstetrics and Pre-Existing	2 months
Obstetrics-related services	12 months
Treatment for Pre-Existing Condition	12 months

## 9. Waiting Periods for General Treatment Policies

The following Waiting Periods apply to Benefits under General Treatment Policies

All services and items not listed below	2 months
Medically Recommended Aids (Non Surgically Implanted Protheses and Appliances)	12 months
Major Dental including: Crowns Veneers Bridges Dentures Specialist Dentistry Orthodontic	12 months
Hearing aids	24 months
Contact lenses	2 months
Orthotics	12 months
Hospital Substitute Treatments Treatments other than Obstetrics and Pre-Existing Condition Obstetrics-related services and Treatment of Pre-Existing Condition	2 months 12 months

## Exclusions

1. Some procedures may be excluded under particular Policies.

## Benefits Limitation Periods

1. A Benefit Limitation Period may apply under particular Policies.
2. Where no Benefit is payable during the period specified, the limitation represents a Waiting Period rather than a Benefit Limitation Period.

## Restricted Benefits

1. Restricted Benefits may apply under particular Policies.

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## Compensation Damages and Provisional Payment of Claims

### 1. Benefits in respect of compensable services

- Benefits are not payable in respect of services provided to a Member as a result of an Accident, illness, injury, condition or other incident (other than an Accident Benefit) for which there exists in the opinion of Westfund, a right to claim compensation from a third party or authority at law or under any insurance or scheme of arrangement.
- In circumstances in which the preceding paragraph applies, and Westfund makes an “ex gratia” payment, the Member shall repay to Westfund any such ex gratia payment, and interest at no more than the Commonwealth Bank’s 90 day bill rate at the relevant time, where the Member subsequently becomes entitled to receive a payment or consideration in settlement of a claim for compensation or damages (howsoever described). The liability of the Member to repay shall apply regardless of whether the Member continues to be a Member of Westfund.
- Where the Member receives, or becomes entitled to receive, a lesser amount than the sum of ex gratia payments made by Westfund, then the Member’s liability to repay to Westfund shall be limited to such lesser amount.
- In addition to any other terms or conditions which Westfund may apply under this rule, the Member shall provide:
  - an undertaking in a form approved by Westfund to repay to Westfund the amount of the ex gratia payment;
  - an undertaking to keep Westfund informed of progress towards resolution of the claim and to provide Westfund with full particulars of the settlement terms reached; and,
  - an undertaking to notify Westfund within 14 days either personally or through the Member’s solicitor when a settlement is reached.
- Benefits are not payable where a Member receives services which, in the opinion of Westfund, relate to an Accident, illness, injury, condition or other incident (other than an Accident Benefit) for which the Member has personally received a payment or consideration in settlement of a claim for compensation or damages however the settlement is described, including payments by way of ex gratia and/or non-disclosed settlement.

## Any Questions ?

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