

# Mobile App

## TERMS & CONDITIONS OF USE



The Phoenix Health Fund Mobile App ("App") functionality is provided by Phoenix Health Fund Ltd (ABN 93 000 124 863) ("Phoenix Health", "we", "us" and "our"). Your use of this service is subject to these terms and conditions ("App Terms"). Please read carefully before you register.

By accessing the App, you are agreeing to these App Terms and the [Phoenix Health Website Terms & Conditions](#).

We reserve the right to change these App Terms at any time by posting the changes in the App. By accessing and using the App after the changes are posted, you are taken to have accepted such changes.

### 1. General Terms and Conditions for the use of Phoenix Health Mobile App

The App enables you to view and manage details relating to the membership you hold with us. Not all components of the App are available for all of our products, as some products have limited functionality. You will need to [contact us](#) if you wish to view and manage details which relate to these products.

- To be eligible to register to access the App, you must be:
  - 16 years of age or older; and
  - Covered by a Phoenix Health private health insurance product where premiums are paid and up to date.
- Phoenix Health has the sole right to determine your eligibility for access, the extent of your access and the level of products available via the App.
- These App Terms apply to every person who uses the App.
- Phoenix Health is not liable for any errors or omissions in information provided by users through the App.
- Phoenix Health does not guarantee that App will be available to users at all times.
- Phoenix Health collects, uses and discloses your Information in accordance with our [Privacy Policy](#).
- Phoenix Health may terminate the App portal at any time.

### 2. Mobile App account and password security

- The password security enables a policyholder and Phoenix Health to prevent unauthorised access to the policyholder's personal details.
- The policyholder of the Phoenix Health membership will receive an email, to the email registered on their Phoenix Health membership, confirming the registration for the App.
- The policyholder is entirely responsible for maintaining the confidentiality of their App password.
- There can only be one App password per Phoenix Health membership.
- The policyholder is fully responsible for all activities that occur under the Phoenix Health membership and App account.
- Phoenix Health accepts no responsibility for transactions processed or usage by another person who is not the policyholder.

To prevent unauthorised access, we strongly recommend that you:

- Keep your password secure and protected;
- Keep only one record of your password and separate to your membership card;
- Do not share your password with any unauthorised person;
- Do not allow any unauthorised person to watch you login to the App; and
- Log out of the App as soon as you have finished using the service.

Phoenix Health will assume that you are the authorised user whenever your security credentials are used to access the App. Please notify us immediately if you become aware of any unauthorised access to or use of your App password.

### 3. Limitation of liability

Under the Australian Consumer Law, consumers have certain rights which cannot be excluded, including guarantees as to the acceptable quality and fitness for purpose of goods and services (known as “Consumer Guarantees”). Subject to your rights in relation to Consumer Guarantees, Phoenix Health and its affiliates and their respective employees, directors or agents are not liable on any basis for loss or damage you might suffer as a result of your use of the App.

If we breach any Consumer Guarantee, unless the services and goods we supply or offer are acquired for personal use or it would not be fair and reasonable for the following to apply in the circumstances, the liability of Phoenix Health and its affiliates and their respective employees, directors or agents is limited at our election to:

- in the case of services supplied or offered by us, the re-supply of the services or payment of the cost of having the services supplied again; and
- in the case of goods supplied or offered by us, the repair or replacement of the goods, supply of equivalent goods, or payment of the cost of doing this.

### 4. Security

Phoenix Health will take reasonable steps to protect the information you provide to us via the App, however cannot guarantee the information you transmit over the App or via the internet will be secure. There are risks in using the App, despite our efforts to secure and encrypt information you send us. Therefore, you accept that any information you provide us is at your own risk.

### 5. Transactions through the App

You may use the App to carry out certain transactions online.

Any transactions you make through the App will not be complete until it has been received and processed by a Phoenix Health Team Member, and confirmation has been provided to you.

### 6. Appropriate use of the App

You must not use or attempt to use the App:

- to access information or perform services relating to another person, unless that person is another person on your membership and:
  - you are the policy holder in relation to a dependant under the age of 16 (“Dependant”) or
  - have been authorised to do so on that person’s behalf (“Authorising Member”); or
- to send or post any unsolicited messages or any offensive, inflammatory, defamatory, fraudulent, or otherwise unlawful information, reviews or opinions.

### 7. Termination or suspension of access to the App

We reserve the right to terminate or suspend your access to the App at any time for any reason. We will endeavour to notify you if this occurs. You may terminate your access to the App at any time by contacting us providing us with the required information to enable us to identify your login.

Access to the App will be unavailable whilst your membership is suspended, or where your Phoenix Health membership is terminated.

### 8. Phoenix Health Fund Mobile App Terms and Conditions of Use version

These Terms and Conditions were last updated in July 2021.



**Phoenix Health Fund Ltd**

**1800 028 817**

Monday - Friday 8.30am - 5.00pm (AEST)

**enquiries@phoenixhealthfund.com.au**

PO Box 156 Newcastle NSW 2300

**phoenixhealthfund.com.au**

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