

1. General Terms and Conditions for the use of the Phoenix Health Fund website

Access to and use of www.phoenixhealthfund.com.au website ("this website") is provided by Phoenix Health Fund Ltd (ABN 93 000 124 863) ("Phoenix Health", "we", "us" and "our") on the following terms and conditions ("Terms").

These Terms also apply to the Phoenix Health Social Media accounts, as if a reference to "this website" were a reference to them.

By accessing this website, you are agreeing to these Terms, and the [Privacy Policy](#), [Member Guide](#), [Fund Rules](#) and [Levels of Cover](#) applicable to specific products, each as referred to below. For certain services identified on this website, additional or alternative terms and conditions ("Terms of Use") are referred to; if you use those services, the Terms of Use also apply.

We reserve the right to change the Terms and any Terms of Use at any time by posting the changes online. By accessing and using the website or the relevant services after the changes are posted, you are taken to have accepted such changes.

You agree that where Phoenix Health is required, by Private Health Insurance Rules or otherwise, to provide you with a document, you consent to the provision of that document electronically through the links on this website. We suggest that you print a copy of the document, or file it electronically, for future reference.

Products and services referred to on this website are only available in Australia, to customers who hold current Medicare eligibility.

1.1 Policy terms

Phoenix Health currently offers products named on this website. The products are detailed in the [Product Information Documents](#) and the [Member Guide](#); and are subject to the terms of the [Fund Rules](#).

Phoenix Health may revise our policies and information on this website, or change or update the website without notice. We may also make improvements and/or changes in products and/or services any time without notice. You are responsible for informing yourself of any changes by regularly reviewing these pages.

1.2 Limitation of our liability to you

Phoenix Health makes only the warranties expressly set out in these Terms and any Terms of Use and, to the maximum extent permitted by law, we exclude all warranties, conditions and guarantees that otherwise would be implied.

To the maximum extent permitted by law, the total liability of Phoenix Health and its affiliates and their respective employees, directors or agents, in contract, tort (including negligence) or otherwise, 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.

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"). The above limitation of liability also applies 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 limitation of liability to apply in the circumstances.

To the maximum extent permitted by law, and 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 any of the following:

- Your reliance on the completeness, accuracy, suitability or currency of the website or its content.
- Failure of, or delay in, the performance, operation or transmission of this website or data on or through this website, a computer virus or other harmful component, a loss of data, a communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records.

- Accessing any web sites or servers maintained by other organisations through links on this website. Links are provided for the convenience of our website users only, and we do not accept responsibility for the content or operation of those websites. Unless otherwise stated, we do not endorse linked websites or their products and services. You link to any such web site at your own risk.
- Defamatory, threatening, offensive or unlawful conduct of third parties.

1.3 Information is not advice or instruction

In preparing the information contained on this website, our Social Media feeds or third party affiliated websites, Phoenix Health has not taken into account your personal situation or needs.

This website includes general information about health and private health insurance and it must not be construed as advice.

In particular, the resources provided on this website are not a substitute for the advice of your personal physician or other qualified healthcare professional. The mention of specific products or services on this web site does not constitute or imply a recommendation or endorsement by Phoenix Health, unless specifically stated.

If you require specific information for your individual circumstances, please call us on **1800 028 817**. Do not rely on the general material on this web site. No oral or written information given by Phoenix Health, its agents, or its authorised representatives shall create a warranty.

1.4 Data integrity, corrections, changes and updates

Although all attempts are made to ensure the integrity and accurateness of the website, we make no guarantees in this respect. It is possible that the website contains typographical errors, inaccuracies, or other errors, and that unauthorised additions, deletions, and alterations could be made to the web site by third parties. In the event that an inaccuracy arises, please inform us so that it can be corrected.

2. Privacy and data

Phoenix Health is committed to protecting and maintaining the privacy of all of people who deal with us, by complying with the Privacy Act 1988 (Cth) (the Privacy Act) and the Australian Privacy Principles (APPs).

Phoenix Health collects, uses and discloses your Information in accordance with our [Privacy Policy](#), for purposes that include enabling you to utilise the website, managing the information you upload onto the website and providing services to you. We may not be able to perform these functions or only perform them to a limited extent if you do not provide us with your information. We may disclose your personal information to persons identified in our [Privacy Policy](#) or if required by law.

Our [Privacy Policy](#) contains further information about:

- how we handle your information;
- how you can access and make changes to the information we hold about you as required by law;
- how you can make a complaint about how we collect or manage your personal information; and
- how we will handle your complaint.

Online Data Collection and Use

When you access this website, we collect information about your activities on our website, including information such as the type device you are on, the browser you are using, your computer's IP address and the time and date and webpages you visit and access.

We use this information to understand how our website is being used, so we are able to review and make continual changes to improve the usability of our website, to make the user experience better.

Website Cookies

Phoenix Health generally uses "cookies" - a small text file placed on your computer by a web server, used to identify the computer you are using, not the individual user. You can choose if and how a cookie will be accepted by configuring your preferences and options in your browser. If you disable cookies on your browser or device, You may not be able to fully experience all features of the Website.

By using website you consent to the collection, storage, use and disclosure of personal information in accordance with these Terms and the Privacy Policy.



Security

Phoenix Health will take reasonable steps to protect the information you provide to us via the website, however we cannot guarantee the information you transmit over the website or via the internet will be secure. There are risks in using the website, 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.

3. Social Media and third-party sites

When you communicate with us through social media platforms, such as Facebook, these platforms handle your personal information for their own purpose. Any of our pages on such platforms will be subject to the platforms' own terms of use. We do not agree with or endorse, nor are we responsible for any comments, information, opinions, images or other content posted by individual users of our pages.

Third party affiliate websites and materials

You acknowledge that any third-party affiliate websites and materials that may appear on this website, or are linked from this website are not necessarily controlled or monitored by us and that the views and opinions expressed are not necessarily that of Phoenix Health. Access to and use of any such website or materials may be subject to separate terms and conditions and privacy policies, all of which you should check when accessing the website or materials. We accept no liability for any loss you might suffer as a result of your access to or use of any such website or materials.

4. Intellectual property

Copyright, trademarks and all other intellectual property of information contained on this website is owned or used under licence by Phoenix Health. You may use this information for your own personal reference only. You must not modify, reproduce, copy, republish or distribute the content, except where you may reproduce information in hard copy solely for your personal use.

Printing, copying, downloading, reproducing or distributing material from this website for any use other than your sole personal use is expressly prohibited.

5. User conduct

You must only use this website for your lawful, personal and non-commercial purposes.

You must not use any part of this website, or affiliated websites, in any way that:

- may violate or infringe the rights of others;
- invades the privacy of another person;
- is unlawful, abusive, defamatory, obscene or incites hate, or which may cause distress to another person;
- encourages unlawful activity;
- obstructs the usage of this website by another person;
- affects the functionality of this website, or any servers or computer systems;
- breaches any standards, codes or content requirements.

Phoenix Health may, but is not obliged to, monitor any materials submitted by you or otherwise available on the website, to investigate any reported or apparent violation of these Terms, and to take any action that Phoenix Health deems appropriate.

Co-operation with authorities

We reserve the right to fully co-operate with any law enforcement authority in regards to any matters where activities violate any applicable law. This includes following direction or requests to disclose the identity, or any other information about anyone posting unlawful content.

6. Applicable law and jurisdiction

This website is operated by us in New South Wales, Australia and is provided for use within Australia, by Australian residents.

These Terms are governed by the law of the State of New South Wales, Australia and all parties bound by these Terms submit to the jurisdiction of the courts of that State.

If you access this website from outside Australia, you do so at your own risk and accept responsibility for adhering to any laws that apply to you as a result of accessing our site from the location you are in.

7. Online Member Services

Online Member Services portal

Online Member services ("OMS") functionality is provided by Phoenix Health and the use of the OMS is subject to these Terms and the terms and conditions on the OMS portal ("*OMS Terms*").

Please read the *OMS Terms* carefully before you register to use the OMS.

Your use of the OMS constitutes acceptance of these Terms and the *OMS Terms*.

Phoenix Health Online Member Services Terms and Conditions of Use

Phoenix Health Fund App

Phoenix Health does not control any content or information you provide via the Phoenix Health mobile app ("App"). It is your responsibility to ensure the accuracy, authenticity, integrity or quality of the information you provide. Your use of the App is solely at your own risk.

Phoenix Health App Terms and Conditions of Use

8. Phoenix Health Fund Website 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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