

## Application for Provisional Payment and Written Undertaking

Please complete, sign and  
return to Emergency  
Services Health Pty Ltd

Post: Reply Paid 84966 Halifax Street SA 5000  
Email: [enquiries@eshealth.com.au](mailto:enquiries@eshealth.com.au)  
Fax: 1300 151 152

A person covered under a health insurance policy with Emergency Services Health is not entitled to benefits for any services (which includes any hospital treatment, general treatment and hospital-substitute treatment) where a person in the opinion of Emergency Services Health:

1. Has a right to claim compensation or damages or other payments under the law that is or was in force in a State or otherwise;
2. Had a right to claim compensation or damages or other payments under the law that is or was in force in a State or otherwise, but no longer has a right as a result of deciding not to pursue the right without good cause, or who was negligently, recklessly or deliberately lost his or her right to pursue the claim whether through the passage of time or otherwise;
3. Has or had at any time received a payment or consideration in Settlement of a claim for compensation or damages; or
4. Has or had at any time a right to claim compensation, damages or other payments whether under any Veteran's Affairs Entitlement compensation, third party or similar Acts, or under any rules or regulations, or at law from any person. Any beneficiary of the Commonwealth Department of Veteran's Affairs who elects to be treated for any condition or injury outside the Veteran's Affairs system is not covered by this provision.

Emergency Services Health acknowledges that an insured person may not be able to cover the cost of treatment pending the outcome of a claim for compensation or damages and hence will provide provisional payments so long as the Contributor or the insured person involved enters into a written undertaking with Emergency Services Health to repay to Emergency Services Health the amount of the provisional payment when the claim for compensation or damages is paid or a Settlement is reached.

Hence, to enable Emergency Services Health to accurately assess your benefit entitlements please complete Section 1 to 4 of this form. Under the Fund Rules, Emergency Services Health is not able to make any provisional payments to you unless the undertakings in this Form are appropriately signed and requested information provided is to the satisfaction of Emergency Services Health.

Please note that a copy of this form may be sent to your solicitor, Representative, insurers, or party with an interest to the claim or their solicitors or Representative, as nominated in Section 3, the suppliers of services to you, or other third parties that may have information in relation to the claim, to advise them of Emergency Services Health's interest in the claim.

Section F7 of the Emergency Services Health Fund rules sets out the conditions for payment of provisional payments for claims. You may obtain a copy of Section F7, or all of the Fund Rules, on request to Emergency Services Health.

By signing this form, you consent to the disclosure of personal information, including any sensitive information in relation to the claim to Emergency Services Health, and the use of that information by Emergency Services Health to assess the claim.

You also authorise Emergency Services Health to obtain all information directly or indirectly related to the provisional payment given to, held, or prepared by third parties.

# Application for Provisional Payment and Written Undertaking

## Section 1

**APPLICANT DETAILS** Insured person involved, or if appropriate the Contributor

MEMBERSHIP NUMBER

     

Surname  Given Name/s

Postal Address  Postcode

Telephone: Home  Work  Mobile

Email  DOB

## DETAILS OF INSURED PERSON MAKING CLAIM If different to applicant

Name

Address

## Section 2

### DETAILS OF ACCIDENT/INCIDENT/CIRCUMSTANCE

Was the disease, injury or condition caused during:

Employment or professional duties  YES  NO

A transport or motor vehicle incident  YES  NO

A sporting event/activity  YES  NO

Any other circumstance where someone else was at fault, which may or otherwise result in a compensation claim (e.g. professional indemnity or public liability insurance)  YES  NO

Is the injury/illness related to potential exposure to harmful dust?  YES  NO

If **yes**, did the injured person ever live or work in NSW?  YES  NO

Date or period of incident  Time

Location

Describe how the accident/incident/circumstance occurred:

Who else was involved in the accident/incident/circumstance?

Describe how the injuries were sustained or the condition arose to yourself (or injured person):

# Application for Provisional Payment and Written Undertaking

## Section 2 Continued

### PUBLIC LIABILITY DAMAGE

Was the accident/incident/circumstance caused by an act of omission of another person, or on or by property of another person?  YES  NO

If Yes, please provide the name and address of the other party:

Name

Address

## Section 3

### STATUS OF CLAIM AND AUTHORITY TO EXCHANGE INFORMATION

Do you (or the insured person) have a right, or possible right, to claim compensation or damages from any persons or organisation in respect of payment for hospital, medical and/or other health services?  YES  NO

If Yes, please complete/provide details of the party subject to the claim (e.g.: Worksafe, your employer, Police Department, Motor Accident Commission, Accident Insurer, Travel Insurance):

Name

Address

Email

Phone Number

Have you (or insured person) made a claim for compensation or damages?  YES  NO

If you have answered **yes**, please provide the following information:

» Insurer/Statutory Body:

» Claim Number:

» Case Manager (name):

» Contact Details (phone and email):

» Date Claim Lodged:

If you have answered **no**, or not made a claim, please give reason(s) why:

If circumstances change, such as a right to claim for compensation or damages arising whether or not you have made a claim for compensation or damages, you must advise Emergency Services Health.

If you have withdrawn or decided not to continue with or subsequently withdraw or decide not to continue with your claim for compensation or damages, please attach or provide a letter from your solicitor or other party acting on your behalf, setting out the reason for advising against legal action or reasons for not continuing with the claim.

Do you have a solicitor, law firm or any other party acting on your behalf ("Representative") for such a claim?  YES  NO

If yes, please supply details of your Representative and note the authorisation that you will be giving regarding the sharing of information and re-payment of provisional payments when completing Section 4 – Authorisation and Undertaking, Declaration and Signature:

Name

Address

Email

Phone Number

# Application for Provisional Payment and Written Undertaking

## Section 4

### AUTHORISATION AND UNDERTAKING

I **authorise** Emergency Services Health to contact and release any information, including any sensitive information to any hospital, medical or other provider, and I **authorise** any hospital, medical or other provider to release any information, including sensitive information to Emergency Services Health, to assist Emergency Services Health to establish eligibility to benefits and/or assess services for which provisional payments may or have been made.

I **authorise** Emergency Services Health to release claims history information, including sensitive information to my Representative, other parties, insurers to facilitate the reimbursement of benefits paid.

I **apply** for a provisional payment of benefits pending the outcome of my claim for compensation or damages and provide the following undertaking:

- I will comply with all relevant Fund Rules at all times including continuing to provide complete and accurate information.
- I will immediately notify Emergency Services Health if there is any reason to suspect that a claim is subject to a claim of compensation or damages, whether or not the benefits have been received in respect of the event giving rise to those circumstances.
- I will, in good faith take all reasonable steps before pursuing the claim and will not negligently, recklessly or deliberately lose the right to pursue the claim whether through the passage of time or otherwise or cease to pursue the claim without due cause.
- I will keep Emergency Services Health informed at an interval of not greater than six (6) months, in writing, on the progress towards the resolution of the claim.
- I will inform Emergency Services Health within 7 days of any change in Contributor or dependent details.
- I will obtain advice, from Emergency Services Health prior to resolution of the claim and payment of any compensation or damages ("Settlement"), by agreement, or order, or determination of any court or tribunal regarding the amount of provisional payment refundable to Emergency Services Health and ensure that any Settlement terms incorporate Emergency Services Health's interest in the Settlement.
- I will contact Emergency Services Health the day that the claim for compensation or damages is Settled.
- I will ensure Settlement terms incorporate a provision to the effect that Emergency Services Health may have access to the Settlement terms and provide to Emergency Services Health a copy of or, provide access to Emergency Services Health to, any Settlement terms.
- I will either personally or through my solicitor, or Representative handling my claim notify and repay Emergency Services Health within 14 days from the time compensation or damages is paid or a Settlement reached, the amount of any provisional payments made.
- I will ensure that any provisional payments made by Emergency Services Health are included in any claim for compensation or damages.
- I acknowledge that where compensation or damages are received in Settlement, Emergency Services Health does not have an obligation to pay any further benefits in relation to that claim, but may do so in justifiable circumstances and at the absolute discretion of Emergency Services Health.
- I acknowledge that where the Settlement allows for future costs of health services, Emergency Services Health will not pay further benefits until those future costs have been demonstrably incurred. Where the Settlement establishes expected future treatment and, in the opinion of Emergency Services Health, the Settlement amount does not allow for future costs or the amount for future costs is considered by Emergency Services Health to be inadequate to undertake the expected future treatment (including where future costs are not sought or an inadequate amount is pursued), Emergency Services Health will not pay any benefits towards those treatments.

I **irrevocably authorise and direct** my solicitor (or other Representatives) to:

- Provide and disclose to Emergency Services Health such information, including personal and sensitive information, as Emergency Services Health may request in relation to the disease, injury or condition, or health services for the disease, injury or condition, including details of any claim, action or proceeding for compensation, damages or other payments, and any payments made, or to be made, and any Settlement, or proposed Settlement for, any claim, action or proceeding,
- Repay to Emergency Services Health from any moneys received or payable for or by way of any Settlement for or in relation to the disease, injury or condition, the amount of any provisional payments made by Emergency Services Health for health services, and
- Where the amount calculated above is contested between me and Emergency Services Health, to hold such funds in trust until such time that the dispute is resolved or Emergency Services Health provides written authority to release all or part of this amount to me.

I agree that a photocopy of this Authority will be evidence of this Authority, and may be relied on by any person without sighting or receiving an original signed copy of this Authority.

## Section 5

### DECLARATION AND SIGNATURE

I **declare** that I:

- Can make this application and give the authorisations and undertakings in this form and that the information provided in all sections of this form is true and correct.
- Have read and understand, and have voluntarily signed this Authorisation & Declaration, and
- If I am not the Claimant, I am a guardian or attorney for the Claimant, or I am otherwise authorised or empowered for and on behalf of the Claimant to sign.

Full name of Signatory

Full name of Witness

SIGNED

DATE / /

SIGNED

DATE / /