

# Application for Provisional Payment and Written Undertaking

Please complete, sign and return to **Emergency Services Health**  
PO Box Reply Paid 6111 Halifax Street Adelaide SA 5000 - [enquiries@eshealth.com.au](mailto:enquiries@eshealth.com.au)

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.

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## 1 Applicant Details - Insured person involved or if appropriate the Contributor

MEMBERSHIP NUMBER

Surname		Given Names	
Postal Address		Postcode	
Telephone:	Home	Work	Mobile
Email			DOB

## Details of Insured person making claim if different to applicant

Name
Address

## 2 Details of Accident / Incident / Circumstance

Was the disease, injury or condition caused during:

Employment or professional duties	<input type="checkbox"/> YES	<input type="checkbox"/> NO
A transport or motor vehicle incident	<input type="checkbox"/> YES	<input type="checkbox"/> NO
A sporting event/activity	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Any other circumstance where someone else was at fault, which may or otherwise result in a compensation claim (eg.: professional indemnity or public liability insurance)	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Is the injury/illness related to potential exposure to harmful dust?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
If yes, did the injured person ever live or work in NSW?	<input type="checkbox"/> YES	<input type="checkbox"/> NO

Date or period of incident	Time
Location	

Describe how the accident/incident/circumstance occurred:

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

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

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COVER LIKE NO OTHER

## 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

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## 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 (eg: Worksafe, your employer, Police Department, Motor Accident Commission, Accident Insurer, Travel Insurance):

Name

Address

Email

Mobile

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 Details: 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 regarding the sharing of information and re-payment of provisional payments when completing Section 4 and 5 of this form - Authorisation and Undertaking, Declaration and Signature (next page).

Name

Address

Email

Phone Number

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## 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.

## 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 and 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

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Signed

Date

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Full name of Witness

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Signed

Date

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## 6 Privacy Notice

In this Privacy Notice, reference to “we”, “us” or “our” is reference to Police Health Limited (ABN 86 135 221 519), the registered not for profit, restricted access private health insurer, including the brands Police Health and Emergency Services Health. Reference to “you” or “your” is reference to a customer or a person insured under a private health insurance policy.

Like all health insurers, we are required to collect personal information.

We respect your privacy and treat this information confidentially and store it securely.

Personal information is collected and managed by us in accordance with our Privacy Policy (available at [www.policehealth.com.au](http://www.policehealth.com.au)) and the Australian Privacy Principles. You should read and be familiar with the Privacy Policy, and ensure that other persons that are covered by your health insurance policy also read and are aware of the Privacy Policy. This Notice contains a summary of some important issues, but the Privacy Policy has more detail.

We will collect personal information from you, a responsible person, or a third party, either directly or indirectly, when:

- You apply for membership with us to purchase a health insurance policy, and if accepted, you are the policy holder (Contributor) of the policy.
- You are a dependent (spouse or child) of a Contributor and the Contributor holds or has applied to purchase a health insurance policy which covers you.
- A claim for benefit is made on your health insurance or when dealing with us through one of our communication channels.

Personal information collected includes names, addresses, ages, bank account details, telephone numbers, email addresses and sensitive (health) information.

You should be aware that once you have been accepted by us and you are insured under a health insurance policy, we will collect personal information on a recurring basis for the duration of your health insurance policy. It is necessary for us to collect your personal information when you or a responsible person on your behalf interact with us, especially when making a claim for health treatment either by post, facsimile, through electronic channels or through a third party such as a hospital, medical practitioner or other service provider who may claim directly from us on your behalf.

Collection and disclosure of your personal information is required by us, and is permitted under the Private Health Insurance Act 2007 and the Australian Privacy Principles. We collect personal information for the purposes described in the Privacy Policy and, in particular to manage the health insurance and health-related services we provide.

If we do not receive the necessary information or the information is not accurate or complete, then we will not be able to provide you with our services, including:

- Processing your application for a health insurance policy and insuring you or other people on the health insurance policy.
- Providing services associated with billing and claiming of benefits.
- Effectively dealing with your enquiries, issues or complaints.
- Providing you with other benefits and services in relation to your health insurance cover.

Personal information may also be used in advising you of direct marketing offers such as products or services provided by us, or in conjunction with other organisations, which we consider may be of interest to our members.

We may need to disclose personal information to other people insured under the same health insurance policy, government agencies, other health insurers, organisations or individuals with whom we contract for services, health service providers, financial institutions and your employer. We are not likely to disclose personal information to overseas recipients.

The Privacy Policy contains further information on how you may:

- Have reasonable access to and seek correction of your personal information;
- Complain to us about a breach of the Australian Privacy Principles and how we will deal with such a complaint.

Our contact details may be found on our forms, brochures and websites.

The policy holder (Contributor) or another insured person must only provide personal information relating to other people on the policy if authorised to do so.

It is important that all persons (currently insured, or who become insured, or considering joining us) are aware of and understand this Notice and our Privacy Policy. It is the responsibility of the policy holder (Contributor) to ensure that every other person covered under the policy is aware of this Notice and the Privacy Policy. Other people on the policy should be made aware that the policy holder (Contributor) receives and can view through our On-line Member Services (OMS) all information relating to their claims for benefits and hence the policy holder (Contributor) has access to their health information, unless an individual has requested their claims information be kept private in which case claims information will not be shown on OMS.

If any insured person aged 18 years or older wishes to ensure that their personal information is not disclosed to other people on the policy, they should purchase their own health insurance policy.

A copy of our Privacy Policy can be obtained from our website at [www.policehealth.com.au](http://www.policehealth.com.au) or by contacting our office. The Australian Privacy Principles, and information about privacy, are available from the website of the Office of the Australian Information Commissioner at [www.oiac.gov.au](http://www.oiac.gov.au).