



Member compensation claim

Please send this completed form to: compensationrecovery@hbf.com.au

Conditions for payment of benefits by HBF

Compensation claim number

Our reference number (office use only)

Member number

To: HBF Health Limited (**HBF**), 570 Wellington Street Perth WA 6000

I, (full name)

Of (address)

Postcode

In consideration of HBF paying benefits for hospital, medical and other treatment (**Benefits**) to me or another member on my membership, or on our behalf, as a result of injuries or illness or other condition sustained on the

Day

Month

Year

(Injuries):

1. Agree that I and/or my legal adviser or other authorised representative will:

- 1.1 comply with all HBF Fund Rules made from time to time relating to compensation (**Compensation**) and provisional payment of claims,
- 1.2 inform HBF as soon as I know or expect a Compensation right exists,
- 1.3 inform HBF of any decision to claim Compensation,
- 1.4 take all reasonable steps to prosecute the claim for Compensation to HBF's reasonable satisfaction,
- 1.5 provide to HBF all documents and other information in relation to the Injuries in respect of which Benefits have been paid or may be payable and any claim for Compensation (including the identity of the insurer or statutory body responsible for paying Compensation) which will enable HBF to assess the likelihood of recovering the Benefits paid, and I consent to those insurers or statutory bodies providing such documents and information,
- 1.6 where requested by HBF, identify any and all treatments, goods or services the subject of, or potential subject of, a Compensation claim in respect of which Benefits have or may be paid,
- 1.7 include in any claims for Compensation the full amount of all expenses for which Benefits are, or would otherwise be, payable by HBF, including any allocation for future medical expenses and the treatments and services relating to those expenses,
- 1.8 in circumstances where it is proposed that a claim for Compensation is to be resolved for a sum which does not include a full recovery of the Benefits paid by HBF, obtain the agreement of HBF before agreeing to resolve the claim for Compensation on that basis, and
- 1.9 inform HBF immediately upon the resolution of any claim for Compensation and provide a copy of the judgment or award or settlement agreement and if not evident from the judgment or award or settlement agreement, an explanation of how Compensation has been quantified.

2. Authorise HBF to disclose to my legal advisers, or insurer or statutory body responsible for paying Compensation, any and all information held by HBF, which reasonably relates to any claim for Compensation.

3. Agree to make the claim for Compensation on the following conditions:

- 3.1 from the Compensation, the amount that HBF paid in Benefits for the treatment, goods or services will be deducted and reimbursed to HBF and will be a debt immediately payable to HBF upon the resolution of the claim for Compensation and I authorise my legal advisers to pay to HBF that debt from the proceeds of any judgment, award or settlement,
- 3.2 I must disclose (and authorise my legal advisers to disclose) to HBF and keep HBF informed of all matters relevant to the progress of the claim for Compensation in a timely manner including but not limited to the time and place of all settlement conferences or other negotiations or hearings in relation to the claim.

4. Acknowledge that where HBF has paid Benefits in relation to a treatment, good or service and I have received Compensation in relation to the cost of that treatment good or service, I must, unless otherwise agreed, repay to HBF the full amount of the Benefit HBF paid in relation to the treatment good or service upon the resolution of the claim for Compensation and HBF may set off any amount payable by HBF to me under the HBF Fund Rules against any amount payable by me to HBF under the HBF Fund Rules. This condition applies whether or not the judgment award or settlement includes the full amount that HBF paid or whether or not I have complied with my obligations under this agreement.

5. Authorise HBF not to pay a Benefit for any future treatments or services for which Compensation has been allocated subsequent to any judgment, award or settlement.

Compensation

Compensation as used in this agreement includes any of the following:

1. a payment made pursuant to a judgment, award or settlement,
2. a payment made pursuant to a scheme of insurance or compensation provided by a law of the Commonwealth, a State or a Territory,
or
3. any other payment that, in the opinion of HBF, is a payment in the nature of compensation or damages.

Member signature

Date

Your privacy

HBF Health Limited (**HBF**) complies with the *Privacy Act 1988 (Cth)* to ensure that your personal (including sensitive) information (**Information**) is protected. HBF will use the Information collected on this form and information we collect from third parties in connection with your Compensation claim in order to pay you or recover from you benefits relating to your Compensation claim. We may not be able to perform this function or only perform it to a limited extent if you do not provide us with your Information. We may disclose your personal information to your legal advisers, or your insurer or any statutory body responsible for paying Compensation as required by law.

HBF collects, uses and discloses your Information in accordance with our Privacy Policy, which is available at hbf.com.au or on request by calling HBF on 133 423. Our Privacy Policy contains further information about how HBF handles your Information. This includes information on how you can access and/or seek the correction of your Information that we hold about you as required by law, how to make a complaint about the way your Information is being handled by HBF and how HBF will deal with your complaint.

If you have any questions about how HBF handles your Information, please contact our privacy officer by writing to GPO Box C101, Perth, Western Australia, 6839 or by telephone on 1300 883 530.