## **ACA Health Benefits Fund**

## Skip 2-, 4- & 9-Month Waiting Periods on Extras Terms & Conditions

- These Terms and Conditions apply to the ACA Health Benefits Fund Waiver on Skip 2-, 4- & 9-Month Waiting Periods on Extras ("Offer"), and information on the Offer forms part of these Terms and Conditions. Acceptance of the Offer is deemed to be acceptance of these Terms & Conditions.
- 2. The Promoter is ACA Health Benefits Fund Limited ACN 128 673 923 of 148 Fox Valley Road, Wahroonga NSW 2076 ("**Promoter**").
- 3. This Offer commences at 9:00am (AEST) on 2 January 2025 and closes at 5.00pm (AEST) on 28 February 2025 ("Offer Period").
- 4. This Offer is open to permanent residents of Australia as at the date of joining (being the date of completion of join) who would have been required to pay premiums and serve a 2-, 4- & 9-month waiting period on the selected ACA Health Benefits Fund Ancillary cover ("Eligible Customer").
- 5. New Eligible Customers must meet all the following criteria to be eligible to receive the Offer:
  - a. the new Eligible Customer must meet ACA Health Benefits Fund eligibility criteria;
  - b. the new Eligible Customer must take out a new ACA Health Benefits Fund combined Hospital and Ancillary product ("Eligible Product") during the Offer Period;
  - c. the new Eligible Customer must have a Policy Start Date between 02/01/2025 and 03/03/2025;
  - d. the new Eligible Customer must hold the policy for a minimum of 6 months;
  - e. the new Eligible Customer must have paid their first months' policy contribution for claims to be processed.
  - f. The New Eligible Customer must not be a current policy holder of a product issued by ACA Health Benefits Fund Limited ACN 128 673 923 at the time of joining the Eligible Product, or have joined and cancelled such a product within 6 months before or during the Offer Period; and
  - g. the Offer is not available to existing ACA Health Benefits Fund Limited ACN 128 673 923 policyholders for policy upgrades, when a spouse/dependent is added to an existing policy, or for standalone Hospital cover or Extras cover.
- 6. The Offer consists of a Waiver of the 2-, 4- & 9-month waiting period for Eligible Customers on all Ancillary services taken out during the Offer Period that normally require a 2-, 4- & 9-month waiting period under the relevant Eligible Product. The Promoter will apply the waiver at the time the Eligible Customer takes out the Eligible Product. Applies to Ancillary services only and excludes waiting periods on Hospital cover ("Waiver").
- 7. New Eligible Customers switching from another health insurer who have served a waiting period on an equivalent service covered by an ACA Health Benefits Fund policy are generally not required to serve a new waiting period for that service. This waiver will not apply to these Eligible Customers.
- 8. If a new Eligible Customer switching from another health insurer has not served the waiting period on all equivalent services covered under an ACA Health Benefits Fund Ancillary policy, then the new Eligible Customer will be eligible for the Waiver component of the Offer only to the extent of those equivalent services for which they have not served the waiting period. For example, if an Eligible Customer has served the waiting period on 2 out of 3 equivalent services, then they will be eligible for the Waiver for the other 1 equivalent service only.
- 9. Where the policy is a couples or family policy the Waiver will be applicable to each person covered on the policy.

- 10. The goods and/or services provided by the Promoter through this Offer come with consumer guarantees under the Australian Consumer Law ("ACL") that cannot be limited or excluded by these Terms and Conditions. Except for this liability under the ACL and any other liability that cannot be excluded by law, the Promoter (including its officers, employees, and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special, or consequential, arising in any way in connection with this Offer.
- 11. If a new Eligible Customer claims within the 30-day cooling off period from the policy commencement date, they will not be eligible for a refund on their policy if they choose to cancel.
- 12. The Promoter collects personal information to facilitate the conduct of this offer. The personal information collected either by, or on behalf of the Promoter, will only be used for the purposes of administrating the Promotion, including the determination of entitlement to benefits; the calculation and payment of those benefits; and the collection of contributions together with related regulatory requirements such as member communication and reporting. The Promoter will only disclose personal information that has been collected if expressed consent is given by the individual affected; or law requires disclosure. Participation is conditional on providing this personal information. The Promoter will use and handle personal information collected as set out in the ACA Health Benefits Fund Privacy Policy, which can be viewed at http://acahealth.com.au/privacy-policy/. The Privacy Policy also contains information about how individuals may opt out, access, update or correct their information, how individuals may complain about the treatment of their information, and how those complaints will be dealt with.
- 13. No third-party services can be used to promote the Offer.
- 14. The Promoter reserves the right, at any time, to verify the validity of members and memberships (including a member's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who The Promoter has reason to believe has breached any of these Terms and Conditions or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Offer. Errors and omissions may be accepted at The Promoter's discretion. Failure by The Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 15. The Promoter's decision on any matters relating to these terms and conditions is final and no correspondence will be entered into.
- 16. This Offer is not transferable, exchangeable, or able to be combined with any other Offer or discount from ACA Health Benefits Fund.
- 17. The Promoter reserves the right to vary or withdraw this Offer at any time and without notice.