

SA Ambulance Service

Ambulance Cover Terms and Conditions

The following terms and conditions are current as at 1 August 2020



Government of South Australia
SA Health



SA
Ambulance
Service

The following terms and conditions are current as at **1 August 2020**.

The Ambulance Cover Terms and Conditions are applicable to all subscribers and eligible subscriber Dependants included on the subscription.

While these Terms and Conditions apply to a subscriber during the period of a particular subscription, SA Ambulance Service reserves the right to make any changes it considers necessary to these Terms and Conditions from time to time, without notice, in relation to a subscriber's subsequent subscription period.

Definitions

The following definitions apply throughout the Terms and Conditions:

South Australian Ambulance Service (SAAS) including medSTAR, our emergency medical retrieval service.

Ambulance services includes ambulance treatment, transport, referral service or alternative care provided by SAAS resources or those resources contracted to provide services for and on behalf of SAAS; services provided by the Royal Flying Doctor Service (RFDS) must be Clinically Necessary and pre-approved by SAAS or, as a result of an Emergency Transport.

Clinically Necessary is determined by an appropriate Health Professional and the primary reason for transport is medical need i.e. the patient requires either stretcher transport, clinical care or clinical supervision en route. The decision must consider whether the patient is able to travel by other means (i.e. private vehicle, taxi, public transport, commercial airline etc.) A Health Professional is deemed as one of the following:

- > A registered medical practitioner involved in the patient's current episode of care.
- > A registered nurse involved in the patient's current episode of care.
- > A person determined under section 3 of the Mental Health Act 2009 to be a mental health clinician involved in the patient's current episode of care; or
- > SAAS clinical staff and/or authorised staff of the SAAS Emergency Operations Centre.

Dependant for the purposes of being covered by Ambulance Cover in respect of a subscriber includes the following:

- > The subscriber's partner, including spouse or co-habiting partner, and residing with the subscriber within SAAS operational boundaries.
- > All children (under the age of 18 years) of the subscriber and/or their partner, whether the natural child of the subscriber and/or their partner, or adopted, or a foster child, or any child in respect of which the subscriber and/or their partner is responsible for the primary care of that child. Proof of guardianship may be requested.
- > A Dependant child is disabled (and under the age of 25 years) and became disabled before their 18th birthday. Proof that an adult dependant is disabled prior to age 18 may be required in order to be covered under an existing membership.
- > Dependants of the subscriber and/or their partner who are engaged in full-time study at a secondary or tertiary educational institution are covered, provided that they are single and dependent upon the subscriber and are under the age of 25.
- > Students of the subscriber and/or their partner engaged in full-time study that have an SA city semester address for the purpose of attending study will be deemed to reside with the primary subscriber who is deemed a country resident residing within SAAS Operational Boundaries.
- > Students residing interstate (outside of SA borders or SAAS Operational boundaries) for the purpose of study **are not** considered Dependants and **will not** be covered by the Family Cover Policy. It is recommended that cover is sought in the state of residence.
- > Dependants must be listed on a family subscription to receive subscriber benefits

Emergency transport means:

- > a medical emergency exists or is believed to exist.
- > an accident/incident/episode has occurred where medical care and/or transport is believed to be urgently required; or
- > ambulance attendance is urgently required as a result of an unplanned illness or injury.

Non-emergency transport means a pre-arranged booking for ambulance services for a transfer to or from a hospital, nursing home, residence, or other place in order to receive medical treatment and is Clinically Necessary as authorised by an appropriate Health Professional (see definition above).

Primary Subscriber is the first person listed as a member on the Ambulance Cover subscription. This person is responsible for ensuring all information regarding the membership is accurate and up to date.

Qualifying Period for Ambulance Cover commences on the day after the date of joining for Emergency Transports and two months after the date of joining for Non-Emergency Transports.

Repatriation means the process of transporting a person to their current or substantive state of residence to be closer to their home and/or family. (This includes returning back to SA from another State or Territory where they might have been receiving treatment).

SAAS Operational Boundaries means the areas that SAAS operates within of SA and specified areas of Victoria and the Northern Territory at the discretion of SAAS.

SA Resident for the purposes of holding Ambulance Cover, subscribers must be Australian citizens or have been granted permanent or temporary residential status and have their permanent place of residence within SAAS' Operational boundaries.

If a subscriber moves address resulting in no longer having their permanent place of residence located within SAAS Operational Boundaries, benefits will cease immediately.

Subscription

Family Cover entitles benefits to the primary subscriber named on the Ambulance Cover Subscription Card and their Dependants, subject to the definition provided in these Terms and Conditions.

Family Cover is provided on the following basis:

- > All subscribers must reside with the primary subscriber to be covered under a Family Cover Policy.
- > It is the responsibility of the primary subscriber to ensure up-to-date subscription details are maintained for all subscribers who are included in their Family Cover Policy.
- > If a person other than the primary subscriber wishes to change the details of a subscriber of a Family Cover Policy (other than themselves), they must provide written proof that they are the legal guardian or otherwise have authority to change the subscription details of that person.
- > The primary subscriber may notify SAAS of the death of a subscriber included in their Family Cover Policy by contacting SAAS.
- > A person other than the primary subscriber must notify SAAS of the death of a subscriber in writing.
- > The primary subscriber has one month to notify SAAS of the birth of a child to be included in their Family Cover Policy. At this point, their subscription will be updated to include the child. Singles must upgrade to Family Cover to ensure coverage for any Dependants.
- > A non-student Dependant who turns 18 or a student Dependant who turns 25, during a subscription year is still covered for the remainder of that subscription year. To continue cover, a new single subscription must be taken out at the end of the relevant subscription year.
- > Those Dependants awaiting placement at tertiary institutions will continue to be covered by their parent/guardian's subscription up to 31 March of the year for which they have applied for placement.
- > Where a Dependant student aged 18 to 24 years requires transport by ambulance, an invoice may be issued and proof of full time student status such as a current student id card or other proof may be required at the discretion of SAAS.
- > If a legal Dependant or child of the primary subscriber has their own dependants, those dependants will not be covered under the primary subscriber's Family Cover Policy, regardless of their residence. In these circumstances, the legal Dependant or child must have their own Ambulance Cover Policy for their Dependants to be covered.

Single Cover entitles benefits to the person whose name appears on the Ambulance Cover subscription card.

Pensioner Cover is Ambulance Cover which is provided to holders of a SA Pensioner Concession Card. The pensioner concession card must be provided at the time of applying for subscription and at time of renewal to obtain Pensioner Concession Cover.

Ambulance Cover conditions

Ambulance Cover is subject to the following conditions:

Once you are covered, you will not have to pay the cost of ambulance transport:

- > if the service is provided by SAAS.

- > for Emergency Transports within SA for Non-Emergency Transports within SA. (see definitions provided). Where on-going Non-Emergency Transport is required, the appropriate Health Professional's written authorisation must be provided to SAAS. Such authorisation is valid for a maximum period of one month, after which it must be renewed.
- > if SAAS directs or requests another person to provide the service; or
- > after a request by the subscriber, SAAS, at its sole discretion, agrees in writing prior to the transport date that another person may provide the service, and that person is recognised under Part 6 of the Health Care Act 2008 (SA).
- > All services must be clinically necessary as determined by an appropriate Health Professional.

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- > Ambulance Cover is intended for permanent SA residents of South Australia. (Note definition of SA Residents). Non-South Australian residents may join Ambulance Cover at the discretion of SAAS, but will not receive the Pensioner Cover discount which is available to pensioners who are residents of South Australia only.

Interstate Cover

Subscribers who have purchased an Ambulance Cover Plus product will be covered for the cost of ambulance services if you require ambulance transport while visiting interstate. You will be covered for any services provided by an ambulance service of another jurisdiction within Australia in line with the Ambulance Cover terms and conditions.

Exclusions

Ambulance Cover does **not** cover:

- > The cost of ambulance services to a place other than where the subscriber will, or has, received medical treatment, except where the transport has been authorised by an appropriate Health Professional, and where SAAS has given its prior written agreement.
- > Any patient transfers undertaken between any facilities including, but not limited to: nursing homes, dental surgeries, GP Clinics or Rehabilitation Centres that are **not** medically authorised by an appropriate Health Professional and/or not for the purpose of attending **for treatment or returning post treatment**.
- > The cost of ambulance services not provided by SAAS, unless directed or requested by SAAS, or where SAAS has given the subscriber its prior written agreement to use another provider, or transport provided by an interstate ambulance service.
- > The cost of ambulance services interstate or overseas. You will **NOT** be covered for any services provided by an ambulance service of another jurisdiction within Australia or overseas. Private Health insurance or travel insurance is recommended before undertaking any travel. Please refer to the Interstate Cover clause for further information about purchasing interstate cover.
- > The cost of ambulance services to the extent that you have insurance from a third party that would cover the cost if you did not have Ambulance Cover with SAAS, or where a third party would be responsible for the cost if you did not have Ambulance Cover, including without limitation:
 - registered Private Health Funds
 - Compulsory Third Party Insurance
 - any other insurance company pursuant to an insurance policy that you hold
 - WorkCover
 - any third party who caused the injury or illness for which the ambulance transport was provided
- > An invoice will be sent for the cost of ambulance services if it is identified that a third party is responsible to cover the cost of the transport, regardless of holding an Ambulance Cover subscription.
- > Patient movements between two recognised hospitals where one of the hospitals is responsible for the cost.
- > Public hospitals, or other places such as day care centers, for outpatient treatment where a hospital is responsible for the cost.
- > You will not be covered if you are not a permanent SA Resident. If you have knowingly renewed your subscription and a transport occurs, you will be liable for the cost.
- > A patient's request for Repatriation or relocation to/from SA for non-clinically necessary reasons (e.g. for personal, family or for social reasons) is not covered. Only Repatriation authorised as Clinically Necessary with a demonstrated clinical requirement for Ambulance Services will be covered.
- > Any government agencies or organisations.

SAAS reserves the right to recover the cost of Ambulance Services from you if you receive compensation, damages or any other payment from a third party covering the cost of the transport.

How could I lose my Cover?

You could lose your Ambulance Cover:

- > By not renewing your subscription by the due date. Reminder notices will not be sent. Note: You are not covered for the cost of Ambulance Services whilst your subscription is overdue and unpaid; or
- > By SAAS cancelling your subscription, without refund, if you or anyone under your Cover:
 - provide false or misleading information on your application or on renewal;
 - engage in activity with the purpose or effect of defrauding SAAS;
 - initiate nuisance call-outs or in any other way misuse the ambulance transport service; or

- act in a violent or threatening way to SAAS staff, SAAS's agents, or any other person in the course of an ambulance transport.

Ambulance Cover payment and renewal

Ambulance Cover is payable in advance and is **not refundable in part or in full**.

When changing from Single to Family status or from ACE to Ambulance Cover, you are only required to meet the difference between the two rates pro-rata, until the date of the next renewal.

If a Subscriber has made a duplicate payment a refund for the full amount of the current subscription period may be provided to the Subscriber at the discretion of SAAS. If a refund is not requested by the Subscriber, SAAS will extend the Subscription Period in accordance with the amounts paid.

It is the responsibility of the primary subscriber to ensure renewal of the subscription by the expiry date. Please note **reminder notices will not be sent**.

What's in the fine print?

SAAS reserves the right to:

- > Vary Ambulance Cover fees and the terms and conditions of subscription, at any time, without prior notice, in relation to subsequent subscription periods.
- > Seek written advice that any spouse, partner, child or dependants for whom benefits are sought, qualify under the terms and conditions of this cover.
- > Invoice the subscriber for Ambulance Service charges where the conditions of the subscription have been breached.
- > Not provide a service during riots, or civil commotion.
- > Prohibit/cancel cover for any subscriber who is not normally a resident of South Australia, or who abuses their Ambulance Cover through misuse of the services, or who fails to renew their subscription by the due date, or who breaches the conditions of the subscription.
- > Prioritise services in accordance with demand and available resources.
- > Withhold, or cancel, a service to a subscriber who is violent or otherwise poses a risk to other persons including SAAS officers.

Service responses and transport classifications will be determined by SAAS in its discretion in accordance with SAAS operating criteria.

Privacy

SAAS collects and holds personal information that is provided by you on your application form when you join as a subscriber.

We need this information to ensure your subscription details are correct and to contact you when necessary. Without this information, we may not be able to process (and therefore may reject) your application to be a subscriber.

You may seek access to the personal information held about you by SAAS at any time (although some requests may be denied in certain circumstances). You may advise us if you believe this information is inaccurate or incomplete, and we will make any amendments we consider necessary.

We may from time to time send you information about SAAS and our services. Unless you request otherwise, you authorise us to send you this information. If you do not want to receive this information, or if you wish to change any of your personal information, you may instruct us by contacting our Customer Service Centre on 1300 136 272.

SAAS will only disclose your personal information to a third party where such disclosure is permitted in accordance with the Privacy Act 1988 (Privacy Act) and our Privacy Policy, including where:

- > you have expressly or impliedly consented to the disclosure;
- > staff disclosing the information believe on reasonable grounds that the disclosure is necessary to prevent or lessen a serious and imminent threat to life or health to you or to some other person;
- > the disclosure is authorised by or under law;
- > the disclosure is to agents or contractors that provide contracted services to SAAS (subject to privacy obligations); or
- > the disclosure is reasonably necessary for the enforcement of the criminal law or of a law imposing a pecuniary penalty or for the protection of the public revenue or for the interests of the government, statutory authority or statutory office holder as an employer.

Before providing us with any details about another individual, you must ensure that the individual is aware of:

- > the proposed disclosure of their information to us and the purposes for which the information is collected and used by us; and
- > the individual's ability to request access to the information that we hold about them under the Privacy Act and to advise us if they think the information is inaccurate, incomplete or out of date.

Full details of SAAS's privacy practices regarding personal information are set out in its Privacy Policy. A copy of the Privacy Policy can be viewed on the SAAS website: www.saambulance.com.au.