

Terms and Conditions Injury Doc NZ

Within these terms and conditions

1. **Consumer Responsibilities of Using Injury Doc NZ**
2. **Cancelling and Re-Scheduling Appointment Policy**
3. **Feedback and Complaints**
4. **Privacy and Security Policy**

We may review these terms and conditions and policies from time to time and will post an updated version on our website. These were last updated in September 2024.

In delivering virtual consultations Injury Doc NZ will comply with all relevant statutory requirements, including but not exclusive to the following:

- Health Practitioners Competence Assurance Act 2003 (HPCA Act)
- Health and Disability Commissioner (Code of Health and Disability Services Consumers' Rights) Regulations 1994
- Medicines Act 1981 and associated regulations
- Health Act 1956
- ACC Act 2001
- The Privacy Act 2020
- Health Information Privacy Code 2020
- HISO Health Information Security Framework Standard 2015
- Health and Safety at Work Act 2015
- All our Injury Doc NZ Clinicians will adhere to the same required standards as for an in-person health service for their specific registration body (Medical, Nursing, or Other). The required standards for documentation are the same for in-person and telehealth/virtual appointments (a clear and concise clinical record recorded in the PMS).
- During your virtual consultation, an Injury Doc NZ Clinician may advise they are unable to provide advice virtually for some medical conditions; and you may still require an in-person appointment. An Injury Doc NZ Clinician will recommend a face-to-face consultation for a physical examination (e.g. Physio or acute care provider). This recommendation will be documented and communicated with you and your workplace. It will be your responsibility to arrange and attend Injury Doc NZ recommendations and/or referrals.

Privacy and confidentiality are essential aspects of Injury Doc NZ as Injured Worker information is collected, stored, and transferred and therefore covered by the Privacy Act 2020 and Health Information Privacy Code 2020. See our Privacy and Security Policy

The Medical Council of New Zealand states that practitioners providing care from New Zealand

to patients in another country are subject to New Zealand law in areas such as prescribing and may also be subject to other legal obligations, requirements, or liabilities in the location where the patient is. For this reason, Injury Doc NZ will only provide a service to Injured Workers who are currently in New Zealand.

Injury Doc NZ reserves the right to discontinue the provision of advice, or the prescribing or delivery of medication to an Injured Worker at any time without prior notice or reason.

An Injured Worker may withdraw consent and stop their virtual consultation at any time without prior notice or reason. Please also refer to our Cancellation and Refund Policy.

Injury Doc NZ may withdraw, suspend, or discontinue any of its services to an Injured Worker at any time with a reason documented and communicated to the company and Injured Worker. This may include inappropriate behaviour, safety reasons, a condition or symptoms that are not suitable for Injury Doc NZ treatment or other documented reasons.

This website (Injury Doc NZ) is owned and operated by Injury Doc NZ Ltd. These terms apply to this website and services accessed by booking on this website. Your continued use of this website and the services provided through Injury Doc NZ constitute your acceptance to these terms and conditions.

1. Consumer Responsibilities of Using Injury Doc NZ:

Security

You are responsible for keeping your virtual consult with Injury Doc NZ confidential and not disclosing it to unauthorised parties. This includes all communication with an Injury Doc NZ Clinician during your virtual consultation.

Please let us know at admin@injurydoc.nz as soon as possible if you think someone is making or might make unauthorised use of the services.

During the Consultation with an Injury Doc NZ Clinician

- You must not record or have another person record or take photographs of your virtual appointment without the written permission of the Injury Doc NZ Clinician. The Injury Doc NZ Clinician will not be recording the appointment.
- Technical problems of any kind can occur during the virtual consultation. If this happens the Injury Doc NZ Clinician will be required to complete the consultation over the telephone.
- You may not use the Injury Doc NZ service to make unauthorised or fraudulent bookings or to disturb the use of the Injury Doc NZ service or website.
- Access to and use of Injury Doc NZ services is at your own risk. Except as explicitly outlined in the Injury Doc NZ terms and conditions, we exclude all representations, conditions, and warranties whether express or implied (by statute or otherwise) to the fullest extent permitted by law.
- Subject to the Fair-Trading Act 1986 and Consumer Guarantees Act 1993, but otherwise to the extent permitted by law, Injury Doc NZ is not liable for any loss or damage arising out of, or in connection with the use of Injury Doc NZ services (whether it is direct, indirect, consequential, or otherwise).

Informed Consent

Injury Doc NZ will adhere to the New Zealand Code of Health and Disability Services Consumers' Rights. This includes but is not limited to informing patients about the provision of virtual consultation services, clearly explaining our scope of practice, gaining consent for communication with other concerned parties, and ensuring the patient's signed consent before a service is provided.

- The patient's identity may be asked to be verified during the consultation.
- Informed consent will be documented in the clinical records.

2. Cancelling and Re-Scheduling Appointment Policy:

We understand that everyone's time is valuable; so, you can cancel or re-schedule a virtual consultation, but it must be more than 24 hours ahead of the scheduled appointment time so that the Injury Doc NZ Clinician's time can be re-utilised.

If you wish to cancel, please email clinic@injurydoc.nz. Please note that if you wish to cancel less than 24 hours before your scheduled appointment the full consultation charge will apply.

If you fail to present for your appointment more than 5 minutes after the scheduled appointment time you will be considered a no-show cancellation, and the full consultation charge will apply.

In the event you have made a future booking and the Injury Doc NZ Clinician you have booked is unable to attend the virtual consultation for any reason, we will contact you and re-book you a new appointment time.

3. Feedback and Complaints Policy

We would appreciate hearing your feedback either via our Get in Touch Form or via email at admin@injurydoc.nz as providing high-quality care to injured workers is our top priority.

We value honest feedback as it helps us to learn from your experiences and improve our services.

It is your right to be informed that at any time you may make a complaint directly to us or to the Office of the Health & Disability Commissioner (HDC) by visiting <https://www.hdc.org.nz> or phone 0800 11 22 33.

If you are not satisfied with our actions, you can contact the Advocacy Service of the HDC for guidance or complain to HDC. If you need some, please feel free to call a health and disability advocate to assist you visit <https://advocacy.org.nz> or free-phone 0800 555 050.

4. Privacy and Security Policy – Protecting Your Privacy

Injury Doc NZ is committed to protecting your privacy in accordance with the Privacy Act 2020 and the Health Information Privacy Code 2020.

Just like visiting your regular GP Practice in person, your virtual health consultation is private and confidential. The video session is not recorded and therefore can only be seen and heard by you and your Injury Doc NZ Clinician. Please find a private space when you connect for your appointment to ensure confidentiality.

If you have any questions, please speak to your Injury Doc Clinician during your appointment.

The Health Information Privacy Code 2020 can be found via this [link](#).

What Information do we collect and where do we get it from?

When a booking is made the information collected is: name, date of birth, gender, email, phone number, address, injury or issue, and employment details

During your consultation, you provide health information relating to the injury referred for.

We may access other health information from your Shared Electronic Health Record where appropriate and relevant to the services provided

How do we use your information?

We primarily use your information to deliver healthcare services to you.

Other healthcare providers may need access to your health information if they are involved with your healthcare.

Injury Doc NZ will send a copy of your consultation notes to your regular GP Practice via electronic health record-sharing networks unless explicitly stated that you do not wish for this to happen on your consent form.

Agencies such as District Health Boards, ACC or the Ministry of Health may be given access to limited information for statistical reporting and funding purposes.

Security of your information

Your health records are stored in New Zealand in our Patient Management System (PMS) Indici.

Your information will be kept securely to prevent unauthorized access. Your health information is stored with a secure cloud service hosted in the Asia Pacific region (Sydney).

Injury Doc NZ's software vendor is Valentia Technologies Limited, and we use their Indici platform. Valentia is fully certified for ISO 9001 (quality management system) and ISO 27001 (information security management system) undergoing annual recertification audits. Injury Doc NZ is also HISO 10029 Health Information Security Framework compliant meeting NZ Ministry of Health information storage standards.

We will securely dispose of your information when we are no longer required to hold it by law.

Can you access your information?

You may at any time request access to, or (if necessary) correction of, any personal information about you held by Injury Doc NZ by contacting clinic@injurydoc.nz and detailing your request in writing.

You don't have to explain why you're requesting that information but may be required to provide proof of your identity.

Use of cookies in Injury Doc NZ

The Injury Doc NZ website uses both non-persistent and persistent cookies to manage visits to the site. Non-persistent cookies are temporary and are deleted when a browser session is closed and persistent cookies are used so that third-party vendors, such as Google, can serve ads based on a user's prior visits to the website and app. Therefore, information about a visit to the Injury Doc NZ website is not permanently stored on a personal computer.

You can change the cookies settings on your device so that you are offered whether or not you want to accept cookies. If you do not accept cookies, then that may mean that our website functionality may be affected.

Injury Doc NZ uses systems that meet recommended standards to protect the privacy and security of all appointments. However, the service cannot guarantee total protection against compromising your health and personal information by outsiders; this risk is small, but it does exist.

If you have any questions or concerns, please email admin@injurydoc.nz

If you are still unhappy with the response you can call the Office of the Privacy Commissioner on 0800 803 909.

What is HealthOne? *South Island based patients only

HealthOne is a South Island based secure electronic record that allows registered healthcare providers directly involved in your healthcare, to quickly access information such as your test results, allergies, medications, GP summaries and hospital information. HealthOne adheres to the principles of the Privacy Act 2020 as well as the Rules set out in the Health Information Privacy Code 2020. Access is only possible via an approved highly secure healthcare information network which is regularly audited and tested. Privacy auditing is used to check that only those directly involved in your care are accessing your information. To find out more about HealthOne please visit <https://healthone.org.nz/>. Please note that you are entitled to restrict the sharing of your healthcare records by contacting 0508 837 872 or emailing HealthOne.privacy@pegasus.health.nz”



Your Health Information

Your health information is collected and shared between the healthcare providers looking after you. HealthOne is a secure electronic record that allows those healthcare providers to quickly access information such as your diagnosis, allergies, encounter notes and medications.

This helps them to make safer, faster and better informed decisions about your care.

Your Choice

If your GP or Community Pharmacy is part of the HealthOne programme, some of your health information will be available to authorised medical professionals involved in your care. If you don't want your health information shared in this way, you can "opt off" HealthOne at any time.

Simply call freephone 0508 837 872 (0508 TESTSAFE) or email privacy@healthisone.org.nz to confirm you want to opt off altogether, or if it is specific information you don't want shared, ask one of your healthcare providers such as your GP to ensure that information is not shared.

For more information ask for a leaflet at reception,
visit www.HealthOne.org.nz
or phone 0508 837 872 (0508 TESTSAFE).