

Terms and Conditions of Insurance

These general Terms and Conditions apply to the following plan types only:
VIP, First Cover, Sovereign, Super.

It is important to read these carefully and in conjunction with the rest of the Policy in its entirety.

WELCOME TO SOUTHERN CROSS

Ways to contact Southern Cross:

Phone: 0800 800 181

Southern Cross staff are available from 8am until 6pm, Monday to Friday (excluding public holidays) to answer questions about Southern Cross membership or a specific Policy, assist with prior approval for a claim and answer general queries. All calls will be handled in complete confidence, except to the extent Southern Cross is authorised to discuss any aspect of a Policy, any claim or health information relating to a claim or other information relating to a Policy with other persons as described in section 15 of these Terms and Conditions.

General correspondence:

Southern Cross Medical Care Society
Private Bag 99934, Newmarket, Auckland 1149

Claims correspondence:

Southern Cross Claims Centre
Private Bag 3216, Waikato Mail Centre, Hamilton 3240

Website: southerncross.co.nz/society

The Southern Cross website provides information about Southern Cross plans, the Affiliated Provider network and some of the other benefits of Southern Cross membership. Important documents such as Eligibility Criteria, the Rules of Southern Cross, the Medical Terms Glossary or Policy Claim Forms can be downloaded from the website. The "contact us" page of the website can also be used.

Please note that telephone calls to and from Southern Cross may be recorded and stored. This is done to have a record of the information received and given over the telephone. This also helps Southern Cross with quality assurance, continuous improvement and staff training.

Financial strength rating

Southern Cross Medical Care Society (trading as Southern Cross Health Society) has an A+ (Strong) financial strength rating given by Standard & Poor's (Australia) Pty Limited.

The rating scale is:

AAA (Extremely Strong)	AA (Very Strong)	A (Strong)
BBB (Good)	BB (Marginal)	B (Weak)
CCC (Very Weak)	CC (Extremely Weak)	SD or D (Selective Default or Default)
R (Regulatory Action)	NR (Not Rated)	

Ratings from 'AA' to 'CCC' may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories.

Full details of the rating scale are available at standardandpoors.com. Standard & Poor's is an approved rating agency under the Insurance (Prudential Supervision) Act 2010.

1. DEFINITIONS

For the purposes of this Policy:

“ACC” means the Accident Compensation Corporation referred to in the Accident Compensation Act 2001 (or its successor).

“Accident” means an accident as defined in the Accident Compensation Act 2001 (or its successor).

“Acute Care” means care provided in response to a sign, symptom, condition or disease that requires immediate treatment or monitoring.

“Adult” means a person 21 years of age and over.

“Affiliated Provider” means a Health Services Provider who has entered into a contract with Southern Cross to provide certain Healthcare Services at agreed prices.

“Allowance” means the fixed amount that Southern Cross will contribute towards the cost of certain eligible Healthcare Services as specified in the Schedule of Benefits.

“Ancillary Hospital Charges” means anaesthetic supplies, dressings, Drugs (which are prescribed and taken in hospital), intravenous fluids, and irrigating solutions, used whilst the member is hospitalised for an eligible Healthcare Service.

“Annual Limit” means the maximum amount in respect of any one person that can be reimbursed in any one Claims Year.

“Approved Facility” means a Certified Private Facility or other healthcare facility approved by Southern Cross.

“Approved Treatment” means a Healthcare Service that is necessary for treatment of the health condition involved, is not experimental or unorthodox, and is widely accepted professionally as effective, appropriate and essential based upon recognised standards of the healthcare specialty involved.

“Certified Private Facility” means a private surgical or medical facility certified as such by the Ministry of Health.

“Chemotherapy Drugs” means prescription medicines, biologics and immunotherapy medicines for the treatment of cancer or neoplastic disease, that are prescribed or recommended by a registered oncologist or haematologist in private practice, Pharmac Approved, and not otherwise excluded by the terms of the Policy.

“Child” means a person under 21 years of age.

“Chronic Conditions” means cystic fibrosis, polycystic kidney, marfans syndrome, Loeyes-Dietz syndrome, spina bifida, scoliosis, kyphosis, pectus excavatum and pectus carinatum.

“Claims Anniversary Date” means the date 12 months following the date the Policyholder started on the current plan and the anniversary each 12 months thereafter as specified on the current Membership Certificate.

“Claims Year” means each successive 12 month period from the Policy Start Date, or from the date changes are made to the Policy.

“Congenital Condition(s)” means congenital anomalies or defects which are present at birth and for which the Policyholder or Dependant had either:

- (a) signs or symptoms of the condition prior to the Original Date of Joining, or
- (b) signs or symptoms of the condition within 3 months of birth, as reasonably determined by Southern Cross.

“Cosmetic Treatment” means any surgery, procedure or treatment that improves, alters or enhances appearance, whether or not undertaken for medical, physical, functional, psychological or emotional reasons.

“Dependant” means the husband/wife or partner (including any former husband/wife or partner) of the Policyholder and any Child and or any Adult dependant (including any stepchildren or adopted children) of the Policyholder (or the Policyholder’s husband/wife or partner) who are listed on the Membership Certificate.

“Detrimental to Health” means a medical condition that is causing significant problems for the physical health of an individual.

“DHB” means a District Health Board established under the New Zealand Public Health & Disability Act 2000, or its successor.

“Diagnostic Tests” means ambulatory blood pressure monitoring, ankle brachial index, anorectal physiology study (anorectal motility study), bone marrow aspiration, breath nitric oxide test, caloric reflex/ vestibular caloric stimulation test, colposcopy with biopsies (in rooms), compartment pressure study, corneal pachymetry test, corneal topography, electroencephalogram (EEG), electromyogram (EMG), electrooculogram, electroretinogram, endometrial biopsy (in rooms), full urodynamic assessment, fundus fluorescein angiography, fundus photography, GDx retinal scanning, H. pylori breath test, Heidelberg retinal tomography (HRT), hydrogen breath test, intraocular pressure test (IOP), laryngoscopy (in rooms), lumbar puncture, lung diffusion study, lung function test, matrix screen, nasendoscopy (in rooms), oesophageal 24hr pH monitoring (gastric function study), oesophageal manometry test, optic disc photos, optical coherence tomography (OCT), overnight pulse oximetry, proctoscopy, retinal photography, segmental pressure test, sigmoidoscopy (in rooms), simple urinary flow study, sleep study, specular microscopy test, spirometry with or without flow volume loops, ultrasounds of the eye, urea breath test, vascular laboratory testing, vestibular evoked myogenic potential (VEMP), videonystagmography, visual evoked potential (VEP), visual fields, or vulvoscopy with or without biopsy (in rooms).

“Disability Support Services” means support services provided where a condition, disability or illness has been, or is likely to be, present for 6 months or more, excluding surgical or medical treatment.

“Drug(s)” means subsidised prescription medicines, (and non-subsidised diabetic test strips and needles only), that are Pharmac Approved, and not otherwise excluded by the terms of the Policy.

“Easy-claim” means Southern Cross Health Society Easy-claim which is made available to members via participating Health Services Providers.

“Eligibility Criteria” means any additional terms and conditions Southern Cross puts in place from time to time in respect to a particular procedure, the then current version of which will be available at southerncross.co.nz/eligibilitycriteria or upon request.

“Excess” means a prescribed amount specified in the Membership Certificate which is deducted from the reimbursement entitlement of claims submitted per person, per Claims Year.

“Exclusions” means conditions, treatments or situations that are not covered by this Policy, as listed in these Terms and Conditions and/or as specified in the Membership Certificate.

“General Practitioner” means a Medical Practitioner vocationally registered in General Practice or who has general or provisional general registration and is practising in general practice.

“Health Screening” means diagnostic test(s), investigation(s) or consultation(s) in the absence of any sign or symptom suggesting the presence of the illness, disease or medical condition the screening is designed to detect.

“Health Services Provider” means a General Practitioner, Specialist or registered practising member of certain professions allied to medicine practising in private practice who Southern Cross approves for the provision of Healthcare Services under this Policy.

“Healthcare Service(s)” means any private surgery or other procedure, treatment, investigation, diagnostic test, consultation or other private Healthcare Service including hospitalisation provided by a Health Services Provider in a Certified Private Facility or other Southern Cross approved facility.

“Hospital Fees” means hospital costs for accommodation (single room basis, excludes suites), operating theatre fees, anaesthetic supplies, intensive care and special in-hospital nursing, in-hospital x-rays and ECG, Ancillary Hospital Charges, laparoscopic disposables and in-hospital post-operative physiotherapy.

“Internal Medicine” means internal medicine, cardiology, clinical immunology, clinical pharmacology, endocrinology, gastroenterology, geriatric medicine, haematology, infectious diseases, medical oncology, nephrology, neurology, nuclear medicine, palliative medicine, respiratory medicine and rheumatology, as defined by the Medical Council of New Zealand (MCNZ).

“Lifetime” means the duration of a Policyholder’s or Dependant’s relationship with Southern Cross whether or not continuous.

“List of Prostheses and Specialised Equipment” means the document published by Southern Cross from time to time which details the Prostheses, specialised equipment and consumables, donor tissue preparation charges and associated levels of cover provided under this Policy, the latest copy of which is available at southerncross.co.nz/plans or by calling us.

“Long Term Care” means hospitalisation which is expected to last or lasts more than 90 days.

“Medical Practitioner” means a medical practitioner who has a current practising certificate, is practising in accordance with any restrictions placed on them by the Medical Council of New Zealand (MCNZ), is in private practice and whose scope of practise is relevant to the applicable Healthcare Service.

“MedSafe” means the New Zealand Medicines and Medical Devices Safety Authority, a division of the Ministry of Health, responsible for the regulation of therapeutic products in New Zealand.

“Membership Certificate” means the document Southern Cross issues to the Policyholder from time to time which details the key dates in respect of the Policy, the people covered and the level of cover and plans applicable, the Policyholder’s Southern Cross membership number, any specific Exclusions from cover for Pre-Existing Conditions applicable to the people covered under the Policy known to Southern Cross at the date of issue of the certificate, any Excess that applies and any other information specific to the Policy.

“Multiple Procedures” means two or more procedures performed simultaneously, sequentially or under the same anaesthetic.

“Nurse” means a nurse who is registered with the Nursing Council of New Zealand (NCNZ), has a current practising certificate, is practising within their scope of practice and in accordance with any restrictions placed on them by the NCNZ.

“Operation” means all surgical procedures performed under one anaesthetic.

“Original Date of Joining” means the most recent date of joining Southern Cross for each person covered by the Policy as shown on the Membership Certificate.

“Pharmac” means the Pharmaceutical Management Agency, a Crown entity established by the New Zealand Public Health and Disability Act 2000 (or its successor).

“Pharmac Approved” means any drug that is specifically identified by Pharmac on the Pharmac Schedule as being approved for subsidy by the Government for use in the member’s particular treatment. In determining this, Southern Cross may take into account any criteria, prescribing guidelines, rules, conditions and/or restrictions published by Pharmac.

“Pharmac Schedule” means the New Zealand Pharmaceutical Schedule managed by Pharmac, which lists prescription medicines and related products subsidised by the Government.

“Policy” means the contract of insurance between Southern Cross and the Policyholder. The policy comprises the Membership Certificate, these Terms and Conditions, the Schedule of Benefits and any document that is incorporated by reference (ie Eligibility Criteria), the List of Prostheses and Specialised Equipment, and any amendment or variation made to them from time to time.

“Policyholder” means the person in whose name the Policy is issued and who is responsible for the payment of premiums and to whom claims relating to the Policyholder and Dependents are paid. Every Policyholder must be aged 16 years or over.

“Policy Anniversary Date” means the date the Policy is renewed each year as specified in the Membership Certificate. This date is ordinarily the anniversary of the Policy Start Date, however, in some Work Schemes or Association Schemes, the Policy Anniversary Date will be the Policy Anniversary Date of the Work Scheme or Association Scheme.

“Policy Limits” means in relation to any eligible Healthcare Service the maximum amount payable by Southern Cross per Operation, per procedure, per item, per day, per Lifetime or as an Annual Limit as specified in the Schedule of Benefits or as specified in Southern Cross’ contract with an Affiliated Provider and advised to the Policyholder by Southern Cross or the Affiliated Provider when the Policyholder or any Dependant seeks treatment.

“Policy Start Date” means the date the Policy commences as specified in the Membership Certificate.

“Pre-Existing Condition” means any health condition, sign, symptom or event occurring or existing:

- (a) in relation to the Policyholder and each Dependant named in the Application Form, before the Policy Start Date; and
- (b) in relation to any Dependant added to the Policy after the Policy Start Date, before the date the relevant Dependant was added to the Policy; and
- (c) in relation to any upgrade after the Policy Start Date, before the date of upgrading;

where the Policyholder or the Dependant was aware, or ought reasonably to have been aware, of the health condition, sign, symptom or event.

“Prophylactic Healthcare Service(s)” means Healthcare Service(s) provided in the absence of any relevant sign or symptom suggesting the presence of an illness, disease or medical condition, that seek to reduce or prevent the risk of an illness, disease or medical condition developing in the future.

“Prostheses” means surgically implanted items, specialised equipment and consumables and donor tissue preparation charges as set out in the List of Prostheses and Specialised Equipment.

“Reasonable Charges” means charges for Healthcare Services that are determined as reasonable by Southern Cross (acting reasonably) based on Southern Cross’ review of their data.

“Rules” means the Rules of Southern Cross, available from Southern Cross’ website southerncross.co.nz/rules.

“Schedule of Benefits” means the Schedule of Benefits for the plan type specified in the Membership Certificate.

“Southern Cross” means Southern Cross Medical Care Society trading as Southern Cross Health Society, having its registered office at Level 1, Ernst & Young Building, 2 Takutai Square, Auckland 1010.

“Specialist” means a Medical Practitioner who is vocationally registered in one of the following scopes:

- anaesthesia, cardiothoracic surgery, clinical genetics, dermatology, diagnostic & interventional radiology, general surgery, intensive care medicine, internal medicine, musculoskeletal medicine, neurosurgery, obstetrics & gynaecology, occupational medicine, ophthalmology, oral & maxillofacial surgery, orthopaedic surgery, otolaryngology, paediatric surgery, paediatrics, pain medicine, palliative medicine, plastic & reconstructive surgery, psychiatry, radiation oncology, rehabilitation medicine, sexual health medicine, sport & exercise medicine, urology, vascular surgery; or
- has provisional vocational registration with the MCNZ and is under the supervision of a Medical Practitioner vocationally registered in one of the above scopes; or
- holds a special purpose (locum tenens) scope of practice with the MCNZ and is under the supervision of a Medical Practitioner vocationally registered in one of the above scopes; or
- is a Medical Practitioner who has been admitted to the Fellowship of the Australasian Society of Breast Physicians; or
- is an oral surgeon, oral medicine specialist or oral & maxillofacial surgeon registered with the Dental Council of New Zealand.

“Terms and Conditions” means these Terms and Conditions of Insurance.

“Treatment Injury” means a treatment injury as defined in the Accident Compensation Act 2001 (or its successor).

“Unapproved healthcare services which are specific drugs, devices, techniques, tests and/or other healthcare services that have not been approved by Southern Cross prior to treatment. Please see the list of unapproved healthcare services at southerncross.co.nz/unapprovedservices;

“Varicose Vein Procedures” means unilateral endovenous laser treatment, unilateral ultrasound guided sclerotherapy, unilateral varicose vein surgery, or unilateral radiofrequency (RF) endovenous ablation. Where the Policyholder or Dependant has multiple varicose vein procedures during a single Operation, these are counted as separate procedures for the purposes of the per leg per Lifetime limit.

“Work Scheme”, “Association Scheme” and “Scheme” means a collection of members that are grouped together for administrative purposes.

2. COMMENCEMENT DATE OF COVER

The Policyholder’s cover commences from the Policy Start Date. Each Dependant’s cover commences from the date they are added to the Policy. No claim will be accepted by Southern Cross for treatment provided prior to the Policy Start Date.

3. EXCLUSIONS

No reimbursement or payment shall be made for any costs incurred, unless specifically provided by the Schedule of Benefits, in relation to, or as a consequence of, any of the following:

- (a) Pre-Existing Conditions (including but not limited to those conditions specifically set out in the Membership Certificate);
- (b) Unapproved healthcare services. Please see the list of unapproved healthcare services at southerncross.co.nz;
- (c) Pregnancy and childbirth except as specifically provided by the obstetrics Allowance;
- (d) investigation, diagnosis and treatment of infertility and assisted reproduction;
- (e) Long Term Care including geriatric in-patient care and Disability Support Services;
- (f) injury or disability suffered as a result of war or any act of war, declared or undeclared, or of active duty in the military, naval or air forces of any country or international authority, or as a direct or indirect result of terrorism;
- (g) appliances or equipment (surgical, medical or dental) for example CPAP machines, crutches;
- (h) suicide or self-inflicted illness or injury;
- (i) any “Accident” or “Treatment Injury” (subject to clause 4.5);
- (j) Cosmetic Treatment/procedures;
- (k) maintenance examinations, medical checkups or any examination required for a third party (including preparation of reports) for example physical examinations for life insurance, travel insurance and driver licence;
- (l) sterilisation (or its reversal) except as specifically provided by the sterilisation benefit;
- (m) contraception or intrauterine devices except for Mirena when used for medical reasons and approved by Southern Cross prior to treatment;
- (n) breast reduction except as specifically provided by the bilateral breast reduction Allowance;
- (o) obesity or any treatment of obesity except as specifically provided by the gastric banding/bypass Allowance;
- (p) HIV, HIV disorders including AIDS, and any medical condition that arises in any way from HIV infection;
- (q) implantation of teeth and/or dental titanium implants except as provided by the dental benefit;
- (r) Healthcare Services performed by a periodontist, endodontist or orthodontist, except as specifically provided by the dental benefit;
- (s) psychiatric treatment, except as specifically provided by the psychiatric benefits;
- (t) treatment of cleft palate;
- (u) organ transplants, transfusions/injections of autologous blood/ blood products (except cell-saver when related to eligible surgical treatment), autologous chondrocyte implantations and stem cell transplants/injections, including related expenses for both donors and recipients;

- (v) correction of refractive visual errors or astigmatism by surgery, surgically implanted intraocular lens(es), or laser treatment;
- (w) Chronic Conditions;
- (x) Healthcare Services provided by a person who is not a Health Services Provider;
- (y) Healthcare Services provided outside New Zealand except as specifically provided by the overseas treatment Allowance;
- (z) Acute Care;
- (aa) any Healthcare Service relating to the management and treatment of snoring and/or upper airways resistance;
- (bb) diagnosis, management and treatment of developmental or congenital deformities or abnormalities of the facial skeleton and associated structures;
- (cc) hospital charges of a personal convenience nature for example, newspapers, spouse/family meals, alcohol, TV rental;
- (dd) surgery designed to assist or allow the implementation of orthodontic Healthcare Services except as specifically provided by the dental benefit;
- (ee) vaccinations;
- (ff) Prophylactic Healthcare Services unless approved by Southern Cross prior to treatment;
- (gg) Health Screening except as specifically provided by mammography (under imaging) and colonoscopy (under gastroenterology in Affiliated Provider only surgical treatment);
- (hh) Healthcare Services that are not Approved Treatment;
- (ii) Healthcare Services provided at a public facility directly or indirectly controlled by a DHB unless specifically accepted in writing by Southern Cross prior to treatment;
- (jj) Healthcare Services using technology such as digital computer images to aid in the monitoring and diagnosis of skin cancers and other skin lesions for example, mole mapping;
- (kk) surgically implanted lens(es) other than monofocal lens(es);
- (ll) gynaeomastia;
- (mm) Congenital Conditions except for umbilical hernia; inguinal hernia; undescended testes; hydrocele; tongue tie; phimosis and squint;
- (nn) termination of pregnancy;
- (oo) robotic assisted surgery except as specifically provided by the robotic prostatectomy, robotic partial nephrectomy and transoral robotic surgery benefits;
- (pp) pathology and laboratory tests except as specifically provided by the laboratory tests benefit;
- (qq) dementia;
- (rr) Prostheses, specialised equipment and consumables or donor tissue preparation charges except as specifically listed in the List of Prostheses and Specialised Equipment;
- (ss) gender reassignment surgery and directly related Healthcare Services;
- (tt) respite and convalescent care;
- (uu) Treatment of any condition not Detrimental to Health;
- (vv) subsequent breast reconstruction surgery unless completed within 2 years of the first eligible breast reconstruction surgery (following an eligible mastectomy);
- (ww) injury, illness, condition or disability arising from, or caused or contributed to by, substance abuse, drug taking or intoxication whether prescribed or recreational.

4. CLAIMS ON OTHER INSURERS OR THIRD PARTIES

- 4.1 Before a claim will be accepted under this Policy, claims must first be made on other insurers or third parties for any expense recoverable from a third party or under any contract of indemnity or insurance. For the purpose of this Policy, the ACC is defined as another insurer.
- 4.2 It is the Policyholder’s responsibility to advise Southern Cross whether another insurer or third party is involved in a claim submitted to Southern Cross.
- 4.3 Policyholders entitled to benefit from two or more Southern Cross policies are not entitled to claim for, or be reimbursed for, an amount higher than the actual cost of the Healthcare Service provided.
- 4.4 Southern Cross has the right to recover from the Policyholder any payment made by Southern Cross for a Healthcare Service where the cost is recoverable from another insurer or third party.

- 4.5 For claims involving ACC:
- (a) Every reasonable effort must first be made to secure payment from ACC. This includes signing all documents and doing everything necessary to permit Southern Cross to fully protect and realise any entitlement either on behalf of the Policyholder, Dependants or in its own right. Where surgery is indicated for an Accident, the claimant must seek prior approval from the ACC for Certified Private Facility costs. Where surgery is indicated for Treatment Injury the claimant must lodge a claim with ACC.
 - (b) Any Accident related hospital treatment, MRI or CT scan within seven days of the injury will not be covered by Southern Cross. Under the Accident Compensation Act 2001, treatment within seven days of injury is deemed as 'acute' and hospital treatment must be undertaken at a public hospital.
 - (c) If ACC refuses or ceases cover under Section 117 of the Accident Compensation Act 2001 due to the member's failure to comply with the ACC requirements, the member will be deemed by Southern Cross to not have made a reasonable effort to secure cover and therefore be ineligible to claim on their Southern Cross Policy.
 - (d) If ACC declines cover for Certified Private Facility treatment of an Accident or Treatment Injury related condition, Southern Cross will require the Policyholder or Dependand to initiate an ACC review of their claim.
 - (e) Where ACC agrees to contribute to Certified Private Facility costs under the relevant ACC regulations, Southern Cross may cover additional costs up to the Reasonable Charges or Policy Limits only, less any Excess.
 - (f) Where an ACC lead care provider is used for Certified Private Facility treatment, Southern Cross will not be liable for any additional costs
 - (g) Unless written evidence from ACC regarding part pay or declining payment approval (including reasons) prior to the treatment being undertaken is provided to Southern Cross, no benefit shall be paid in respect of any treatment required due to or arising as a result of an Accident.
- 6.3 Any notice required to be given by Southern Cross under clauses 6.1 and 6.2 will be given in writing (including on the Southern Cross website or by email) in accordance with clause 18.1. The Policyholder is responsible for advising Dependants of any changes to the Policy.
 - 6.4 No agent or representative of Southern Cross is authorised to make any representations inconsistent with the Policy, including the Terms and Conditions, unless these representations are recorded in writing by Southern Cross.
 - 6.5 At the Policy Anniversary Date only, the Policyholder may amend their level of cover by giving 30 days prior notice. Policy changes at other times of the Policy Year should be discussed with Southern Cross. For any Policy changes Southern Cross may require further medical information relevant to the change, and the change of cover may be treated as a new Policy.
 - 6.6 Before upgrading or downgrading this Policy, the Policyholder should discuss the proposed changes with Southern Cross to fully understand any implications.
 - 6.7 A change in cover initiated by the Policyholder may vary the terms and conditions that form part of this Policy.
 - 6.8 At the Policy Anniversary Date only, the Policyholder may add or delete Dependants by giving 30 days prior notice. To receive the same cover under this Policy, additions must occur at the first Policy Anniversary Date after the establishment of the relationship. Additions and/or deletions at other times of the Policy Year should be discussed with Southern Cross.
 - 6.9 Southern Cross has the discretion to decline a request for an upgrade or downgrade if it appears the Policyholder is seeking to manipulate their cover or take advantage of Southern Cross by making such a change.

5. APPLICATIONS

- 5.1 To make an application for this Policy, applicants must complete a current Southern Cross application form and health declaration.
- 5.2 Southern Cross may refuse to accept any application without giving any reason for such refusal.
- 5.3 Every Policyholder and Dependand must be a permanent resident of New Zealand, or otherwise eligible for free public healthcare in New Zealand in accordance with Ministry of Health policy from time to time.
- 5.4 The health declaration and any other information provided to Southern Cross at the time of application will form the basis of the Policy between Southern Cross and the Policyholder. Subject to any legislation, Southern Cross may decline or reduce cover if that information is incorrect or incomplete.
- 5.5 An applicant who is currently insured with another health insurance company, or who has been insured with Southern Cross previously, must declare this information to Southern Cross at the time of application.
- 5.6 Applications for health insurance by a child over the age of 16 and under the age of 18 (other than as a Dependand) must be accompanied by a signed declaration by a parent/guardian undertaking to fulfil all obligations of the Policy on behalf of the child. The premium charged on the Policy will be the minimum adult premium for that particular Policy.

6. POLICY AMENDMENTS

- 6.1 At any time Southern Cross may vary the premiums for this Policy, or any Excess if applicable, by giving the Policyholder 30 days prior notice. The new premium shall be payable from the date specified in the notice.
- 6.2 At any time Southern Cross may, by giving 30 days prior notice, change or update which Healthcare Services are eligible, the scope of cover, and terms and conditions of this Policy.

7. DEPENDANTS

- 7.1 A Dependand on reaching the age of 21 will automatically remain on the Policy unless the Policyholder specifically requests Southern Cross to remove them from the Policy. If the Dependand wishes to apply for the same level of cover and they apply within 1 month of being removed they will generally not need to complete a new medical declaration.
- 7.2 A Dependand shall be liable for a full Adult premium from the Policy Anniversary Date following them reaching the age of 21 years.
- 7.3 The Policyholder shall immediately notify Southern Cross of any change in the number or circumstances of any Dependants listed on this Policy.
- 7.4 If a Policyholder wishes to add a newborn Child to their Policy, the application must be submitted within 3 months of birth. Provided the Policyholder has held his or her Policy for more than 3 months at the date of application, the Child will have cover for Pre-Existing Conditions as long as they are not excluded under the general terms of this Policy or are not Chronic Conditions excluded under the exclusions section of this Policy. Cover will commence on the date the Child was added to the Policy.
- 7.5 The Policyholder is ultimately responsible for this Policy, for making any changes to it and ensuring the premium is paid. Southern Cross relies on the Policyholder to provide complete and accurate information about themselves and their Dependants. Dependants can perform certain functions in respect to the Policy however the Policyholder remains responsible for their acts and omissions.

8. CANCELLATION

- 8.1 A Policyholder may cancel this Policy within 14 days of the Policy Start Date and receive a full refund of all premiums paid, provided that no claims have been lodged and paid by Southern Cross.
- 8.2 The Policyholder may cancel this Policy at any time but will not be entitled to a refund of any premium paid to Southern Cross and will remain liable for premium due up to the date the cancellation takes effect. Cover will be provided until the date the Policy is paid to.
- 8.3 A Policyholder who leaves a Work Scheme or Association Scheme must contact Southern Cross within 1 calendar month of leaving the Scheme, to enable his or her Policy to be continued. If the Policyholder fails to do this, this Policy will be cancelled and, if the Policyholder then wishes to continue cover, he or she will need to take out a new Policy.
- 8.4 Southern Cross may cancel this Policy for any non-disclosure, misrepresentation, fraud or material breach of the terms of the Policy by the Policyholder or any Dependant and/or Southern Cross may take legal action against the Policyholder and/or any Dependant (as applicable).
- 8.5 Southern Cross may cancel this Policy by giving 30 days' prior notice in writing if the premiums become more than 3 calendar months overdue from any premium due date.
- 8.6 Nothing in this clause 8 shall affect a Policyholder's rights under the Consumer Guarantees Act 1993.

9. POLICY REINSTATEMENTS

If this Policy has been cancelled by Southern Cross because of the non-payment of premiums, Southern Cross may reinstate the Policy on receipt of the full payment of all premium arrears. Upon reinstatement of cover, restrictions to cover may apply.

10. CLAIMS

- 10.1 For any claim to be eligible for cover the Healthcare Service must be Approved Treatment and premiums must be paid up to date. Southern Cross may from time to time put new Eligibility Criteria in place or update the existing Eligibility Criteria to specify any additional terms and conditions that may apply to a particular benefit. Where the Policy is in arrears, Southern Cross will decline any claim. Subject to the terms of this Policy, Southern Cross will pay all Reasonable Charges for Approved Treatment up to the respective Policy Limits, less any Excess. If the costs of the treatment are greater than Reasonable Charges or Policy Limits the balance of any charges will be the responsibility of the Policyholder or Dependant.
- 10.2 A claim can be made under this Policy by submitting a completed claim form (online at My Southern Cross, via the My Southern Cross app, or by post), claiming electronically (via Easy-claim) at selected Health Services Providers for a Healthcare Service or visiting an Affiliated Provider for a Healthcare Service. When a claim is made electronically via Easy-claim for Healthcare Services (and is accepted by Southern Cross) or an Affiliated Provider provides a Healthcare Service, Southern Cross deems this to be a claim under this Policy. All claims are subject to the provisions of this Policy.
- 10.3 When a selected Health Services Provider claims electronically on the member's behalf for an eligible Healthcare Service, Southern Cross deems this to be a claim under the Policy and the Policyholder authorises Southern Cross to pay the Health Services Provider directly. For electronic claiming at a selected pharmacy, the first time the member claims electronically for an eligible Drug for the member or anyone else named on the Policy, the member is electing to electronically claim for that and any subsequent eligible Drug that the member wishes to acquire from that pharmacy and any subsequent transaction/s will be automatically processed as an electronic claim on the Policy unless the member advises Southern Cross or the pharmacy otherwise.

- 10.4 Where any claim for a Healthcare Service is expected to be greater than \$1,000, the Policyholder must:
- notify Southern Cross and request prior approval as soon as the Policyholder is advised that surgery is required, but at least five working days prior to the Healthcare Service being provided. Failure to do so means the Policyholder will have to pay for the Healthcare Service and claim the costs back from Southern Cross and the Policyholder will not know what their level of cover is under their Policy;
 - provide details of the planned Healthcare Service and an estimate of the costs associated with the Healthcare Service;
 - if requested, provide sufficient clinical information to satisfy Southern Cross that the procedure being contemplated is Approved Treatment;
 - allow Southern Cross, at any time, to request that a second medical opinion is sought. Subject to the terms of the Policy, Southern Cross will at the Policyholder's request, nominate alternative Health Services Providers who Southern Cross considers to be suitably qualified.
- 10.5 To assist in processing please submit claims within 12 months of the date of the Healthcare Service, on a Southern Cross claim form containing all necessary particulars and original receipts. Where further evidence is required to support the claim, it will be the responsibility of the Policyholder to obtain this information and forward it to Southern Cross.
- 10.6 Where Annual Limits exist and the yearly amount has been exceeded for that Claims Year, claims cannot be carried forward to subsequent Claims Years. Annual Limits apply for each Claims Year, and are calculated by reference to the date on which the Healthcare Service is provided.
- 10.7 Southern Cross may make reimbursement directly to any Health Services Provider, rather than to the Policyholder.
- 10.8 Southern Cross may decline any claim that it reasonably considers to be invalid or unjustified. Southern Cross may examine any claim for Healthcare Services and, where appropriate, investigate any aspect of the Healthcare Service provided.
- 10.9 Where a Policyholder has been overpaid on any claim Southern Cross reserves the right to recover the amount incorrectly paid out.
- 10.10 If any claim or other payment Southern Cross is due to make to the Policyholder by cheque or otherwise remains unclaimed for 2 years or more, such payment may be applied for the benefit of Southern Cross.
- 10.11 Southern Cross is entitled to recover from the Policyholder any money owed in relation to this Policy at any time. The amount owed can be deducted from any claim payment or other payment made to the Policyholder.
- 10.12 Southern Cross has set out elsewhere in the Terms and Conditions of Insurance how eligible Healthcare Services are reimbursed and any terms that may apply to such reimbursement. However, there may also be rare occasions where Southern Cross will not reimburse particular Health Services Providers for any Healthcare Services, for example in the case of fraud. In the rare circumstances that Southern Cross does not recognise a Health Services Provider for reimbursement it will first advise the Policyholder that there would be no cover for any Healthcare Service if it is carried out by that Health Services Provider. If the Healthcare Service itself it is eligible for reimbursement Southern Cross will of course be able to approve the Healthcare Service with another Health Services Provider.

11. AFFILIATED PROVIDERS

For certain Healthcare Services specified in the Schedule of Benefits, the Healthcare Service must be performed by an Affiliated Provider for that Healthcare Service to be covered under this Policy.

By having agreed prices for certain procedures, the Affiliated Provider can tell the Policyholder what (if anything) they will be required to pay for the Healthcare Service. A full list of Affiliated Providers and the Healthcare Services they offer can be found on the Southern Cross website or by calling Southern Cross. The Affiliated Provider network varies in services, and Affiliated Providers may not be available for all Healthcare Services listed in this Policy or in all geographic areas.

12. MULTIPLE PROCEDURES AND SURGEONS

Multiple Procedures will be reimbursed up to the surgical and medical treatment maximums listed in the Schedule of Benefits for the Policyholder's plan type.

Cover is only provided for one surgeon per Operation. If more than one surgeon, an assistant surgeon or a registered Nurse first surgical assistant is involved in the Operation the Policyholder should inform Southern Cross at the time of prior approval so that Southern Cross can determine the extent of cover.

13. SUSPENSION OF COVER

The Policyholder or their Dependants may suspend cover under the Policy for overseas travel on 3 separate occasions over the Lifetime of the Policy, and the Policy can be suspended for up to 5 years (60 months) in total.

There are certain conditions that apply as set out below.

Each of these conditions relates personally to the Policyholder or each Dependant who is travelling, and wishing to suspend their cover:

- the Policyholder or Dependant must request suspension in writing before leaving New Zealand
- the Policyholder or Dependant must have been covered by the Policy for at least 12 continuous months up to the date the suspension is to take effect
- any single period of suspension must be for a minimum of 2 months, and be for no more than 3 years (36 months)
- the Policyholder or Dependant can each suspend cover up to 3 times per Lifetime only
- the Policyholder or Dependant must be continuously covered under the Policy for a period of 12 months between the end of the last suspension and the commencement date of the next suspension.

If the Policyholder or Dependant are leaving New Zealand for a period greater than 36 months, contact Southern Cross to discuss the options available.

14. NO LIABILITY

Southern Cross is not liable to the Policyholder or any Dependant in respect of the quality, standard or effectiveness of any Healthcare Service.

15. PRIVACY STATEMENT

In this Privacy Statement, when we say you/your we refer to the Policyholder and any Dependant named on the Membership Certificate and when we say we/us we refer to Southern Cross.

As a member of Southern Cross, your privacy is very important to us. We value the trust you place in us to handle your personal and health information the right way.

Our Privacy Statement sets out how we will do this, in accordance with the Privacy Act 1993 and the Health Information Privacy Code 1994. During the course of our relationship with you, we may also tell you more about how we will handle your information, for example when you make a claim.

How may Southern Cross use your information?

You authorise us to use information about you for the following purposes:

- to consider your eligibility for cover under the Policy
- to consider the specific terms applying to the Policy (including any Pre-Existing Conditions)
- to administer the Policy and your membership with the Society including general meetings
- to consider whether any Healthcare Service is eligible for cover under the Policy and
- to process, investigate and review any claims made and/or paid (including historical claims)

You also authorise us to use information about you for the following additional purposes:

- to contact you from time to time, including within a reasonable time of you ceasing to be covered by the Policy, with information about products and services relating to us, other 'Southern Cross' branded businesses, and our trusted business partners
- to prevent, detect and investigate any fraud including where in our reasonable opinion we suspect any fraud
- to conduct analysis and research in relation to the above purposes and
- where permitted or required by law.

Who may Southern Cross collect your information from?

You authorise us to collect information about you for the above purposes, directly from you, or from:

- the Policyholder (eg directly from the Policyholder via the application form and claim form)
- the husband / wife or partner of the Policyholder (provided they are covered by the Policy)
- a previous Southern Cross health insurance or Critical Illness policy (including previous application(s), Membership Certificate(s) and or claims)
- Health Services Providers (including Affiliated Providers), Approved Facilities, and medical authorities (including ACC and Ministry of Health)
- 'Southern Cross' branded businesses and our trusted business partners
- the adviser associated with the Policy
- the Group Administrator, if the Policyholder is part of a Work Scheme or association scheme for the purpose of administering premiums (if applicable) and verifying the Policyholder's eligibility to be part of the Work Scheme or association scheme (excluding the collection of health information) and
- any other third party authorised by the Policyholder or Adult Dependant.

You also authorise the disclosure of such information by such parties for any of the above purposes.

Please note that we generally record inbound and outbound telephone calls we have with you for operational and training purposes.

Who may Southern Cross disclose your information to?

You authorise us to disclose information about you for the above purposes, directly to you, or to:

- the Policyholder
- the husband / wife or partner of the Policyholder (provided they are covered by the Policy)
- relevant Health Services Providers (including Affiliated Providers), Approved Facilities and medical authorities
- any third party authorised by the Policyholder or Adult Dependant
- the adviser associated with the Policy (including disclosure of health information)
- the Group Administrator if the Policyholder is part of a Work Scheme or association scheme for the purpose of administering premiums (if applicable), including the disclosure of premium information about any Dependants on the Policy (if applicable), and verifying the Policyholder's eligibility to be part of the Work Scheme or association scheme (excluding the disclosure of health information)
- other 'Southern Cross' branded businesses and our trusted business partners (for example, suppliers of services such as mailing houses, research and insight agencies, and information technology) and
- any other party in accordance with the law.

Any disclosure of your personal and/or health information will only be for the purposes set out above under 'How may Southern Cross use your information'.

All communications from us relating to you, whether or not you are the Policyholder, will be sent to the Policyholder. This means that your personal and health information will always be disclosed to the Policyholder, including when you make a claim, and you authorise this disclosure.

Is your information secure?

We take all reasonable steps to make sure your personal and health information is kept safe from loss, unauthorised access, modification or disclosure and/or misuse, in accordance with our obligations under the Privacy Act and Health Information Privacy Code.

How can you access and correct your information?

You are entitled to have access to and request correction of any of your personal information or health information held by us. To access and correct your information please contact us.

We do our best to ensure that the information about you that we collect, store, use or disclose is accurate, complete and up to date. Prompt notification of any changes to your contact details will help us to do this. If we do not have your correct contact details we may not be able to provide you with important information about your Policy.

From time to time Southern Cross may send you marketing and other information electronically such as by email or text message. If you have provided your email address or mobile phone number we take this as your implied consent to us doing this. If you wish to withdraw your consent at any time please contact us.

If you do not provide us with your information, what then?

If the information provided to us is not accurate or complete we may not be able to process the application or claim, or it may result in us not being able to provide you with cover until such information is provided. The consequences of providing incomplete, false or misleading information are set out in your Policy document.

Need more information?

If you have any queries about how we handle your personal and health information, or our Privacy Statement, please contact us.

Your information is collected and held by Southern Cross Medical Care Society, Level 1, Ernst & Young Building, 2 Takutai Square, Auckland 1010.

16. RULES

- 16.1 Under the Rules, the Policyholder is a member of Southern Cross and each of the Dependants named in the Membership Certificate is treated as a member of Southern Cross for the purposes of any benefits, claims or payments made by Southern Cross.
- 16.2 On this Policy being terminated (for whatever reason) the Policyholder's (and each of the Dependants') Southern Cross membership will cease. Likewise, if the Policyholder's membership of Southern Cross is terminated, this Policy will be cancelled. If a newly joined Policyholder cancels the Policy during the 14 day period referred to in clause 8.1, then that Policyholder and Dependants will not become Southern Cross members.

17. COMPLAINTS PROCEDURE

If the Policyholder is unhappy with Southern Cross' service, the treatment of their Policy or their membership of Southern Cross, they should follow the process outlined below.

If the Policyholder has a complaint about the financial advice, a claim or benefit entitlement, they can contact Southern Cross on 0800 800 181 or southerncross.co.nz and the complaint will be referred to the appropriate part of Southern Cross.

If they are still not satisfied they can write to:

Head of Member Services
Southern Cross Health Society
Private Bag 99934
Newmarket
Auckland 1149

If the Policyholder has a complaint about Southern Cross' decision to cancel the Policy, or if a complaint about financial advice, a claim or a benefit entitlement is still not resolved, the complaint is deemed to be 'deadlocked'.

The Policyholder can write to the Insurance & Financial Services Ombudsman (Ombudsman) which is a free and independent service.

The Policyholder must write to the Ombudsman within 3 months of being notified by Southern Cross in writing that deadlock has been reached. The Policyholder can find out more information on the Ombudsman at ifso.nz.

The Ombudsman's address is:
Insurance & Financial Services Ombudsman
PO Box 10 845
Wellington 6143

If the Policyholder has a complaint about their membership of Southern Cross, they should refer to the Rules of Southern Cross which outline a process to resolve membership disputes. A copy of the Rules is available at southerncross.co.nz/rules or by calling Southern Cross.

18. NOTICES

- 18.1 All Policyholders registered for My Southern Cross will receive the majority of communications electronically, unless they choose otherwise, and will be notified of the availability of these communications by email. For communications received electronically via My Southern Cross, notice shall be considered to be delivered on the day email notification is sent. If the Policyholder is not registered for My Southern Cross, unless the Policyholder tells us otherwise, or unless the Policyholder can no longer be contacted at the Policyholder's last known address, we will send every notice or other communication required to be sent by Southern Cross relating to the Policyholder, this policy, or any dependant, to the Policyholder at the last known address and such notice shall be considered to have been delivered 3 days after having been posted.
- 18.2 The Policyholder must immediately notify Southern Cross of any change of postal, residential or email address. Where the Policyholder can no longer be contacted at the last known address and Southern Cross has not been provided with an up to date address, Southern Cross will cease to send notices or other communications to the Policyholder at that address until notified of an up to date address. In these circumstances, the Policyholder acknowledges and agrees that Southern Cross will be deemed to have satisfied its requirements regarding the sending of these notices or communications.

19. INTERPRETATION

Please note that, in the above, the singular includes the plural and vice versa. Headings are for convenience only and shall not affect the interpretation of these Terms and Conditions. Words embodying the masculine gender shall include the feminine gender, and vice versa.

20. FINANCIAL ADVICE

Southern Cross is a Qualifying Financial Entity (QFE). Southern Cross takes responsibility for any financial advice its staff and advisers provide on the Southern Cross range of health insurance products. Southern Cross is licensed and regulated by the Financial Markets Authority for that financial advice. For more information and a copy of Southern Cross' disclosure statement please visit southerncross.co.nz/disclosure-statement.