

# Terms and Conditions of Insurance

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

This document should be read in conjunction with the rest of the Policy in its entirety and with the documents listed under 'website' and any amendment or variation made to them from time to time.

We regularly update certain documents that are part of your policy. You should always refer to our website at [southerncross.co.nz/plans](https://southerncross.co.nz/plans) for the latest versions.

## Welcome to Southern Cross

Southern Cross Medical Care Society (Southern Cross) (trading as Southern Cross Health Society) is a licensed insurer and a licensed financial advice provider.

Ways to contact Southern Cross:

### Phone:

For financial advice on Southern Cross products call 0800 800 181. Southern Cross staff are available from 8.30am - 5:00pm, Monday to Thursday and 9am until 4.30pm 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](https://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. The following documents that form part of your Policy are regularly updated as we continuously review how we cover Healthcare Services and certain technology. So, you should always refer to our website at: [southerncross.co.nz/plans](https://southerncross.co.nz/plans) for the latest versions:

The Eligibility Criteria, the list of Unapproved Healthcare Services, the list of Prostheses and Specialised Equipment, the list of Affiliated Provider-only healthcare services, the list of policy variations.

- The List of Prostheses and Specialised Equipment sets out the prostheses, specialised equipment and consumables, and donor tissue preparation charges that we cover as part of eligible surgical treatment under your Policy. We'll only cover prostheses, specialised equipment and consumables, and donor tissue preparation charges that are included on this list unless we say otherwise.
- The Eligibility Criteria set out the requirements that need to be met for us to provide cover. Southern Cross only covers certain Healthcare Services if the relevant requirement or requirements have been met. These requirements are as set out in the Eligibility Criteria.
- The list of Unapproved Healthcare Services details the specific drugs, devices, techniques, tests, or other healthcare services that are not covered under any Southern Cross health insurance plans.
- The list of Affiliated Provider-only healthcare services shows all the Healthcare Services that need to be performed by an Affiliated Provider to be eligible for cover. Certain Healthcare Services must be performed by an Affiliated Provider to be eligible for cover under your Policy.
- This is a list of variations to your policy terms and conditions that may apply from time to time. These variations include the way we treat some exclusions (those listed from page 4 under exclusions) and certain benefit terms, or new ways of delivering Healthcare Services we're testing. This may mean you can access additional cover while these variations are included on the list of policy variations published on our website.

Any amendment or variation made to these documents from time to time (where relevant) is not subject to clause 6.2.

Policy claim forms can be downloaded from the website. The "contact us" page of the website can also be used.

## 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)

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 [spglobal.com/ratings](http://spglobal.com/ratings). 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 an Approved Facility 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 as part of 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, is accepted and in common use by the relevant Australasian/ New Zealand Society or College, and is widely accepted professionally as effective, appropriate and essential based upon recognised standards of the healthcare speciality 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 cancer or neoplastic disease, that are prescribed or recommended by a Specialist in private practice, and not otherwise excluded by the terms of the Policy.

"Child" means a person under 21 years of age.

"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.

"Diagnostic Tests" means ambulatory blood pressure monitoring (ABPM), ankle brachial index, anorectal physiology studies, bone marrow aspiration, fractional exhaled nitric oxide (FeNO) test, caloric reflex test, colposcopy with or without biopsies under local anaesthetic, compartment pressure study, corneal pachymetry, corneal topography, electroencephalogram (EEG), electromyogram (EMG), electrooculogram (EOG), electroretinogram (ERG), endometrial sampling under local anaesthetic, full urodynamic assessment, fluorescein angiography, Scanning laser polarimetry (SLP), Heidelberg retinal tomography (HRT), hydrogen breath test, intraocular pressure (IOP) test, laryngoscopy (in rooms), lumbar puncture, lung diffusion study, lung function test, nasendoscopy (in rooms), oesophageal 24hr pH monitoring (gastric function study), oesophageal manometry test, optical coherence tomography (OCT), overnight pulse oximetry, proctoscopy, retinal photography, segmental pressure test, sigmoidoscopy (in rooms), simple urinary flow study, sleep study, specular microscopy, spirometry with or without flow volume loops, ultrasound of the eye, urea breath test (H. pylori breath test), vascular laboratory testing, vestibular evoked myogenic potential (VEMP), video-assisted head impulse test (vHIT), videonystagmography (VNG), visual evoked potential (VEP), visual fields test, Vulval biopsy under local anaesthetic or vulvoscopy with or without biopsy under local anaesthetic.

"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 Pharmaco 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 for a particular Healthcare Service. You can find the current version at [southerncross.co.nz/eligibility](http://southerncross.co.nz/eligibility) 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, as specified in the Membership Certificate and/or as set out in any other document that makes up your Policy.

"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 NZ Te Whatu Ora” is the health entity established under the Pae Ora (Healthy Futures) Act 2022 (or its successor).

“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, ultrasounds and echocardiograms (ECGs), 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/lopse](http://southerncross.co.nz/lopse) 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 the application form, the health insurance medical declaration (where relevant), the list of unapproved healthcare services, the list of Affiliated Provider-only healthcare services, Eligibility Criteria, the List of Prostheses and Specialised Equipment, the list of policy variations 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.

“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](http://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, Te Kupenga, 155 Fanshawe Street, 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).

“Work-related Gradual Process Injury” means a personal injury caused by a work-related gradual process, disease, or infection as included in the definition of ‘work-related personal injury’ as defined in the Accident Compensation Act 2001 (or its successor).

“Unapproved healthcare services” 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](https://southerncross.co.nz/unapprovedservices);

“Varicose Vein Procedures” means unilateral endovenous laser treatment, unilateral ultrasound guided sclerotherapy, unilateral varicose vein surgery, unilateral cyanoacrylate embolisation 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 related to, or incurred as a consequence of:

- (a) Any “Accident” or “Treatment Injury” or “Work-related Gradual Process Injury” (subject to clause 4.5);
- (b) Breast reduction except as specifically provided by the breast reduction Allowance;
- (c) Chronic Conditions: cystic fibrosis, dementia, kyphosis, Loeys-Dietz syndrome, Marfan syndrome, pectus excavatum and pectus carinatum, polycystic kidney disease, scoliosis, spina bifida;
- (d) Congenital conditions except for umbilical hernia, inguinal hernia, undescended testes, hydrocele, tongue tie, phimosis and squint;
- (e) Contraception or insertion/removal of intrauterine devices except when used for medical reasons and approved by Southern Cross prior to treatment;
- (f) Correction of refractive visual errors or astigmatism by surgery, surgically implanted intraocular lens(es), or laser treatment;
- (g) Cosmetic Treatment;

- (h) Diagnosis, management and/or treatment of developmental or congenital abnormalities of the facial skeleton and associated structures;
- (i) Extraction of teeth except as specifically provided by tooth extraction under the surgical procedures benefit;
- (j) Gender affirmation (confirmation) surgery and directly related Healthcare Services;
- (k) Gynaecomastia;
- (l) Healthcare Services provided outside New Zealand except as specifically provided by the overseas treatment Allowance;
- (m) Healthcare Services relating to the management and treatment of snoring and/or upper airways resistance;
- (n) Healthcare Services that are not Approved Treatment;
- (o) Illnesses, injuries, conditions or disabilities that are caused, or contributed to by the abuse of substances such as alcohol or drugs;
- (p) Implantation of teeth and/or titanium dental implants except as provided by the dental benefit;
- (q) 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;
- (r) Long Term Care including geriatric in-patient care and disability support services;
- (s) Organ transplants, transfusions/injections of autologous blood/ blood products (except when used as part of eligible chemotherapy treatment, or where cell saver is related to eligible surgical treatment), autologous chondrocyte implants, stem cell transplants, including related expenses for both donors and recipients;
- (t) Pre-Existing Conditions: including but not limited to those conditions specifically set out in your Membership Certificate, except for what we cover under day-to-day treatment;
- (u) Pregnancy and childbirth, except for what we cover under day-to-day treatment for prescriptions;
- (v) Prophylactic Healthcare Services unless approved by Southern Cross prior to treatment;
- (w) Respite and convalescent care;
- (x) Self-inflicted illness or injury;
- (y) Sterilisation, or its reversal, for example, vasectomy;
- (z) Subsequent breast reconstruction surgery (including the replacement of Prostheses) or symmetry surgery except as specifically provided by the breast reconstruction benefit (under the surgical procedures benefit) and the breast symmetry Allowance;
- (aa) Surgery designed to assist or allow the implementation of orthodontic Healthcare Services except as specifically provided by the dental benefit;
- (bb) Termination of pregnancy;
- (cc) Treatment of any condition not Detrimental to Health;
- (dd) Treatment of cleft palate;
- (ee) Treatment of HIV;
- (ff) Treatment of obesity (including weight loss surgery) except as specifically provided by the gastric banding/bypass Allowance;
- (gg) 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](https://southerncross.co.nz/unapprovedservices)

No reimbursement or payment shall be made for any cost related to:

- (a) Acute Care;
- (b) Administrative charges such as statement fees, cancellation fees, or non-attendance fees;
- (c) Health Screening except as specifically provided by mammography and breast ultrasounds (under the diagnostic imaging benefit) and colonoscopy (under the surgical procedures benefit);
- (d) Healthcare Services performed by a periodontist, endodontist or orthodontist, except as specifically provided by the dental benefit;
- (e) Healthcare Services provided by a person who is not a Health Services Provider;
- (f) 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;
- (g) Investigation, diagnosis and treatment of infertility and assisted reproduction;
- (h) 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 license;

- (i) Psychiatric treatment, except as specifically provided by the psychiatric benefits;
- (j) Vaccinations.

No reimbursement or payment shall be made for any costs incurred for:

- (a) Appliances or equipment (surgical, medical or dental) for example CPAP machines, hearing aids, orthotics, crutches and surgically implanted lenses (except monofocal lenses);
- (b) Healthcare Services provided at a public facility directly or indirectly controlled by Health NZ Te Whatu Ora unless specifically accepted in writing by Southern Cross prior to treatment;
- (c) Hospital charges of a personal convenience nature for example, newspapers, spouse/family meals, alcohol, TV rental;
- (d) Pathology and laboratory tests, except as specifically provided by the laboratory tests benefit;
- (e) Prostheses, specialised equipment and consumables or donor tissue preparation charges except as specifically listed in the List of Prostheses and Specialised Equipment.

## 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 or Work-related Gradual Process 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, Treatment or Work-related Gradual Process Injury related condition, Southern Cross will require the Policyholder or Dependant 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 or Work-related Gradual Process Injury.

## 5. Applications

- 5.1 To make an application for a Dependant under this Policy, applicants must complete a current Southern Cross application form and health insurance medical declaration.
- 5.2 Southern Cross may refuse to accept any application without giving any reason for such refusal.
- 5.3 Every Policyholder and Dependant 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 insurance medical 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.

## 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 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 prior notice, change or update which Healthcare Services are eligible, the scope of cover, and terms and conditions of this Policy.
- 6.3 Any notice required to be given by Southern Cross under clauses 6.1 and 6.2 will be given in writing including via MySouthernCross 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 The Policyholder can contact us at any time to make changes to this Policy and we'll confirm when the change will take effect. 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 The Policyholder can remove Dependants at anytime. The Policyholder can add Dependants to this Policy at any time except for children aged 21 years or older.
- 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.

## 7. Dependants

- 7.1 A Dependant 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 Dependant wishes to apply for the similar level of cover and they apply within 1 month of being removed they will generally not need to complete a new health insurance medical declaration.

- 7.2 The Policyholder shall immediately notify Southern Cross of any change in the number or circumstances of any Dependants listed on this Policy.
- 7.3 If a Policyholder wishes to add a newborn Child to their Policy, the application must be submitted within 3 months of that child's birth. The Child will have cover for Pre-Existing Conditions as long as they are not chronic conditions or otherwise excluded under the general terms of the Policy. Cover will commence on the date the Child was added to the Policy.
- 7.4 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 over the age of 16 can register for MySouthernCross and can access information including, but not limited to, their claims and prior approvals. Dependants can also perform certain functions in respect of 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 on written notice to the Policyholder for any non-disclosure, misrepresentation, fraud or other material breach of the terms of this Policy by the Policyholder or any Dependant and/or Southern Cross may recover any money the Policyholder owe us and/or take legal action against the Policyholder and/or any Dependant (as applicable).

Before Southern Cross cancels the Policy for any of the reasons set out above:

- (a) Southern Cross will notify the Policyholder in writing of the reasons why Southern Cross is considering cancelling the Policy;
- (b) The Policyholder will have at least 7 working days to provide a written explanation (including any relevant evidence) that they wish Southern Cross to consider;
- (c) Southern Cross will reasonably consider the Policyholder's explanation.

If the Policyholder and/or any Dependent is unhappy about Southern Cross' decision to cancel the Policy, they can make a complaint in accordance with the Southern Cross' complaints resolution process set out on page 8.

- 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 MySouthernCross, via the MySouthernCross 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 Before claiming for any Healthcare Service, the Policyholder must:
- notify Southern Cross and request prior approval as soon as the Policyholder is advised that surgery is required. We recommend that you apply for prior approval at least 5 working days before the Healthcare Service is being provided. If you don't apply for prior approval and you're not using an Affiliated Provider, you'll have to pay for the Healthcare Service yourself and then make a claim. Without a prior approval, you won't know if the Healthcare Service is eligible for cover under your Policy or how much you'll need to pay yourself if it's not eligible for cover, an Excess applies, or the actual charges exceed Reasonable Charges or the Policy Limits.
  - 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 All information provided in respect to any claim submitted under this Policy must be complete, true and correct. Any failure to do so may result in the claim being declined and/or the Policy being cancelled.

- 10.9 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.
- 10.10 Where a Policyholder has been overpaid on any claim Southern Cross reserves the right to recover the amount incorrectly paid out.
- 10.11 If any claim or other payment Southern Cross is due to make to the Policyholder remains unclaimed for 4 years or more, such payment may be applied for the benefit of Southern Cross.
- 10.12 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.
- 10.13 Southern Cross has set out elsewhere in the Terms and Conditions 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 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.

To see which Healthcare Services need to be performed by an Affiliated Provider to be eligible for cover, visit [southerncross/ap-only](https://southerncross.ap-only.com). Or you can find an Affiliated Provider that offers services covered by this benefit at [healthcarefinder.co.nz](https://healthcarefinder.co.nz)

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 or an assistant surgeon 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 Dependand who is travelling, and wishing to suspend their cover:

- The Policyholder or Dependand should contact us to suspend their cover before they leave New Zealand. If they contact us after leaving New Zealand, we will not suspend cover retrospectively (from the date they left New Zealand).

- the Policyholder or Dependand 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 Dependand can each suspend cover up to 3 times per Lifetime only
- the Policyholder or Dependand 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 Dependand 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 Dependand in respect of the quality, standard or effectiveness of any Healthcare Service.

## 15. Privacy statement

In this Privacy Statement, you/your refers to the Policyholder and any Dependand named on the Membership Certificate and we/us refers 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 Member Privacy Statement sets out how we will collect, store, use and disclose your personal and health information, and how you can access and correct your personal information, in accordance with the Privacy Act 2020 and the Health Information Privacy Code 2020 and any other applicable Code of Practice under that Act.

The Member Privacy Statement is available on our website at [southerncross.co.nz/privacy](https://southerncross.co.nz/privacy). 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.

If you have any queries about how we handle your personal and health information, or our Privacy Statement, please contact us on 0800 800 181.

## 16. Rules

16.1 Under the Rules, the Policyholder is a member of Southern Cross and each of the Dependands 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 Dependands') 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 Dependands will not become Southern Cross members.

## 17. Complaints resolution process

If the Policyholder is dissatisfied with Southern Cross' service, the treatment of their Policy (including financial advice, a claim, a benefit entitlement or Southern Cross' decision to cancel the policy), Southern Cross would like to work with the Policyholder to resolve any concerns.

If the Policyholder wants to make a complaint, they can follow the resolution process outlined below.

Complaints (including about the financial advice service provided by or on behalf of Southern Cross) can be raised directly with any of our nominated representatives, or by:

- calling us on 0800 800 181
- using our complaints form on [southerncross.co.nz/complaints](https://southerncross.co.nz/complaints)
- writing to us at: Complaints at Southern Cross, Southern Cross Health Society, Private Bag 99934, Newmarket, Auckland 1149



Southern Cross will acknowledge receipt of the complaint within two working days of the date it is received it (or if it is not practicable to do so, as soon as practicable after that time). Southern Cross will aim to resolve the concerns in a timely manner and will keep the Policyholder informed of any progress.

So that Southern Cross can best address the complaint, they may refer it to different teams within Southern Cross. They will respond to the Policyholder with the outcome of the investigation in a timely, fair and transparent way.



### Unhappy with the response?

The Policyholder can request that the complaint be reviewed by Southern Cross' Chief Operating Officer. The Chief Operating Officer will review and make a final determination in respect of the complaint.



### Dispute Resolution Scheme

Southern Cross belong to the Insurance & Financial Services Ombudsman's approved dispute resolution scheme (IFSO). The IFSO Scheme is a free and independent dispute resolution service available to consumers that may help investigate or resolve complaints if they're not resolved through our internal complaints process.

If the Policyholders complaint has been fully investigated by Southern Cross, they have issued the Policyholder with a letter of deadlock and the Policyholder is still not satisfied with the outcome, they can refer the complaint to IFSO for review. The Policyholder must write to IFSO within 3 months of being notified by Southern Cross in writing that deadlock has been reached.

The Policyholder can contact the IFSO Scheme on 0800 888 202, email at [info@ifso.nz](mailto:info@ifso.nz) or at [www.ifso.nz](http://www.ifso.nz). Alternatively, The Policyholder can write to: Insurance & Financial Services Ombudsman, PO BOX 10 845, Wellington 6143.

To resolve a complaint about their membership of Southern Cross, please refer to the Rules of Southern Cross. A copy of the Rules is available from [southerncross.co.nz/rules](https://southerncross.co.nz/rules) or by calling Southern Cross.

The Policyholder can find more information about the complaints process, including how to make a complaint, on [contact-us.southerncross.co.nz](https://contact-us.southerncross.co.nz).

## 18. Notices

18.1 Policyholders must register for MySouthernCross and will receive communications electronically. Southern Cross will notify the Policyholder when there is a communication available, by email, text or in the MySouthernCross app. Notice shall be considered to be delivered on the day notification is sent.

If the Policyholder has not registered for MySouthernCross, Southern Cross 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 their last known email or postal address and such notice shall be considered to have been delivered 3 working days after having been sent.

18.2 The Policyholder must immediately notify Southern Cross of any change of postal, residential or email address by updating these details in MySouthernCross.

If Southern Cross is unable to contact the Policyholder at their last known postal or email address, Southern Cross will no longer send notices or other communications in relation to the Policy until their contact details have been updated. In these circumstances, the Policyholder acknowledges and agrees that Southern Cross is deemed to have satisfied its obligation regarding the sending of notice 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 service

As a licensed financial advice provider, Southern Cross is responsible for any financial advice our Southern Cross sales staff provide on the Southern Cross range of health insurance products. Southern Cross is regulated by the Financial Markets Authority and has duties under the Financial Markets Conduct Act 2013 and the Code of Professional Conduct for Financial Advice Services for that financial advice. To find out more about the limits on the nature and scope of the financial advice service Southern Cross provides, how Southern Cross addresses any conflicts of interest, Southern Cross' duties and complaints resolution process (including membership of the Insurance and Financial Services Ombudsman Scheme), the Policyholder can read the Southern Cross Financial Advice Disclosure Statement which is available at [southerncross.co.nz/disclosure-statement](https://southerncross.co.nz/disclosure-statement).

## 21. Industry organisations

Southern Cross is registered as a Friendly Society and is a member of the Financial Services Council, the Insurance & Financial Services Ombudsman scheme and the International Federation of Health Plans.