

# 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.

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## WELCOME TO SOUTHERN CROSS

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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.

**Fax:** 0800 379 844

**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:** [www.southerncross.co.nz/society](http://www.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 [www.standardandpoors.com](http://www.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 warrants immediate or same day hospital admission for 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.

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

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

“Chemotherapy Drugs” means prescription medicines for the treatment of cancer or neoplastic disease that are prescribed or recommended by a registered oncologist 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, Loeys-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:

- signs or symptoms of the condition prior to joining Southern Cross, or
- 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.

“Disability Support Services” means support services provided where a condition, disability or illness has been, or is likely to be, present for six 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.

“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 [www.southerncross.co.nz/society/eligibilitycriteria](http://www.southerncross.co.nz/society/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.

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

“Health Services Provider” means a Medical Practitioner or registered practising member of certain professions allied to medicine 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.

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

“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

- has vocational registration with the MCNZ applicable to the relevant Healthcare Service; or
- has provisional vocational registration with the MCNZ and is under the supervision of a vocationally registered medical practitioner in the field or speciality applicable to the relevant Healthcare Service; or
- holds a special purpose (locum tenens) scope of practise with the MCNZ and is under the supervision of a vocationally registered medical practitioner in the field or speciality applicable to the relevant Healthcare Service; or
- has general or provisional general registration and is practising in general practice.

“Medical Practitioner Band I” means a Medical Practitioner who is practising in one or more of the following specialities:

- General practice
- Accident and medical practice
- Emergency medicine
- Family planning and reproductive health.

“Medical Practitioner Band II” means a Medical Practitioner who is practising in one or more of the following specialities:

- Breast medicine
- Musculoskeletal medicine
- Palliative medicine
- Rehabilitation medicine
- Sexual health medicine (venereology)
- Sports medicine.

“Medical Practitioner Band III” means a Medical Practitioner who is practising in one or more of the following specialities:

- Dermatology
- Internal medicine (including cardiology, endocrinology, gastroenterology, general medicine, haematology, neurology, respiratory medicine and rheumatology)
- Occupational medicine
- Paediatrics.

“Medical Practitioner Band IV” means a Medical Practitioner who is practising in one or more of the following specialities:

- Anaesthesia
- Cardiothoracic surgery
- General surgery
- Neurosurgery
- Obstetrics and
- Orthopaedic surgery
- Otolaryngology and head and neck surgery
- Paediatric surgery
- Plastic and reconstructive surgery

- gynaecology
- Ophthalmology
- Urology
- Vascular surgery.

“Medically Necessary” means Healthcare Services that in the opinion of Southern Cross are necessary for treatment of the health condition involved, are not experimental or unorthodox, and are widely accepted professionally as effective, appropriate and essential based upon recognised standards of the healthcare speciality involved.

“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.

“Mole Mapping” means the process which uses technology such as digital computer images to aid in the monitoring and diagnosis of skin cancers and other skin lesions.

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

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

“Oral Surgeon” means an oral surgeon, oral medicine specialist, or oral and maxillofacial surgeon registered with the Dental Council of New Zealand or a Medical Practitioner vocationally registered in oral and maxillofacial surgery.

“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 (i.e. Eligibility Criteria), and the Prosthesis Schedule, 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 Dependants 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

- (b) Application Form, before the Policy Start Date; and 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 and specialised equipment as set out in the Prosthesis Schedule.

“Prosthesis Schedule” means the schedule containing reimbursement limits for specific Prostheses.

“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 [www.southerncross.co.nz/rules](http://www.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.

“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” means any Drugs, devices, techniques, tests and/or other Healthcare Services that have not been approved by Southern Cross prior to treatment. A list of Unapproved Healthcare Services is available at [www.southerncross.co.nz/society/for-members/claims/unapproved-healthcare-services](http://www.southerncross.co.nz/society/for-members/claims/unapproved-healthcare-services).

“Varicose Vein Procedures” means a procedure as defined in Southern Cross’ contract with an Affiliated Provider.

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

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## 2. COMMENCEMENT DATE OF COVER

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The Policyholder’s cover commences from the Policy Start Date. Each Dependant’s cover commences from the date they are added to the Policy. Newborn Dependants added to the Policy within 3 months following their date of birth are covered from the date of their addition. No claim will be accepted by Southern Cross for treatment provided prior to the Policy Start Date.

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## 3. EXCLUSIONS

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No reimbursement shall be made for any expenses incurred, or payment made 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) Pregnancy and childbirth, except as specifically provided by the obstetrics Allowance in the Schedule of Benefits;
- (c) investigation, diagnosis and treatment of infertility and assisted reproduction;
- (d) geriatric in-patient care, dementia, and Disability Support Services;
- (e) 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;

- (f) any appliances or equipment (surgical, medical or dental) and surgically implanted prostheses other than Prostheses specifically included in the Schedule of Benefits or Prosthesis Schedule;
- (g) suicide or self-inflicted illness or injury; or injury, illness, condition or disability arising from, or caused or contributed to by, substance abuse, drug taking or intoxication, whether prescribed or recreational;
- (h) any "Accident" or "Treatment Injury" (subject to clause 4.5);
- (i) Cosmetic Treatment/procedures;
- (j) maintenance examinations or medical check ups;
- (k) sterilisation (or its reversal), except as specifically provided by the sterilisation Allowance in the Schedule of Benefits;
- (l) contraception or intrauterine devices (but not including Mirena when used for medical reasons and approved by Southern Cross prior to treatment);
- (m) breast reduction, except as specifically provided by the bilateral breast reduction Allowance in the Schedule of Benefits;
- (n) obesity or any treatment of obesity, except as specifically provided by the gastric banding/bypass Allowance in the Schedule of Benefits;
- (o) HIV, HIV disorders including AIDS, and any medical condition that arises in any way from HIV infection;
- (p) conditions arising out of the neglect of dental services;
- (q) dental treatment of persons eligible for benefits or assistance under any Government dental benefits scheme for the time being in force;
- (r) dental titanium implants and/or related surgery;
- (s) services performed by a periodontist, endodontist or orthodontist, except as specifically provided by the dental benefit in the Schedule of Benefits;
- (t) commitment for assessment and treatment under the Mental Health Act (Compulsory Assessment and Treatment) Act 1992;
- (u) psychiatric treatment, unless provided by a Medical Practitioner Band I or covered under the psychiatrist benefit, as specified in the Schedule of Benefits;
- (v) treatment of cleft palate;
- (w) organ transplants, autologous blood transfusions, autologous chondrocyte implantations and stem cell transplants, including related expenses for both donors and recipients;
- (x) renal dialysis;
- (y) correction of refractive visual errors or astigmatism by surgery, surgically implanted intraocular lens(es), or laser treatment;
- (z) Chronic Conditions;
- (aa) Healthcare Services provided by a person who is not a Medical Practitioner;
- (bb) Healthcare Services provided outside New Zealand, except as specifically provided by the overseas treatment Allowance in the Schedule of Benefits;
- (cc) Acute Care;
- (dd) any Healthcare Service relating to the management and treatment of snoring and/or upper airways resistance;
- (ee) diagnosis, management and treatment of developmental or congenital deformities or abnormalities of the facial skeleton and associated structures;
- (ff) hospital charges of a personal convenience nature;
- (gg) surgery designed to assist or allow the implementation of orthodontic Healthcare Services;
- (hh) physical examinations for life insurance, travel insurance, driver licence or any other examination or check up as required for a third party, including preparation of reports;
- (ii) Unapproved Healthcare Services;
- (jj) vaccinations;
- (kk) Prophylactic Healthcare Services, unless approved by Southern Cross prior to treatment;
- (ll) Health Screening;
- (mm) treatment of any condition not Detrimental to Health or any Healthcare Service not Medically Necessary;
- (nn) Congenital Conditions. The following conditions are not considered Congenital Conditions by Southern Cross: umbilical hernias; inguinal hernias; undescended testes; hydroceles; ankyloglossia; phimosis and squint;
- (oo) Mole Mapping and any other procedures using technology such as digital computer images to aid in the monitoring and diagnosis of skin cancers and other skin lesions;
- (pp) surgically implanted lens(es) other than monofocal lens(es);
- (qq) gynaecomastia;
- (rr) healthcare services at a public facility directly or indirectly controlled by a DHB unless specifically accepted in writing by Southern Cross prior to treatment;
- (ss) abdominoplasty and/or repair of rectus divarication;
- (tt) termination of pregnancy;
- (uu) robotically assisted surgery, unless performed by an Affiliated Provider contracted to do so;
- (vv) breast thermography;
- (ww) brow lift;
- (xx) colonic irrigation;
- (yy) embolisation or surgery for cerebral vascular abnormality (including aneurysm);
- (zz) extracorporeal shock wave therapy (other than for lithotripsy);
- (aaa) fat grafting and liposuction;
- (bbb) hyperbaric oxygen therapy;
- (ccc) labioplasty;
- (ddd) laser treatment of skin lesions;
- (eee) pathology and laboratory tests, except as specifically provided by the laboratory tests benefit in the Schedule of Benefits;
- (fff) percutaneous aortic valve replacement and transcatheter aortic valve implantation/replacement;
- (ggg) renal artery denervation.

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## 4. CLAIMS ON OTHER INSURERS OR THIRD PARTIES

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- 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 7 days of the injury will not be covered by Southern Cross. Under the Accident Compensation Act 2001, treatment within 7 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 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.

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## 5. APPLICATIONS

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- 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 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 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 sixteen and under the age of eighteen (other than as a Dependant) 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.

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## 6. POLICY AMENDMENTS

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- 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 from time to time.
- 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). The Policyholder is responsible for advising Dependents 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 Dependents 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.

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## 7. DEPENDANTS

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- 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 same level of cover and they apply within one month of being removed they will generally not need to complete a new medical declaration.
- 7.2 A Dependant 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 Dependents 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.

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## 8. CANCELLATION

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- 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 For non-disclosure or misrepresentation of a Pre-Existing Condition Southern Cross will add such condition to the Membership Certificate and may decline any related claim. For any other nondisclosure, misrepresentation or fraudulent behaviour Southern Cross may cancel this Policy and/or 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.

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## 9. POLICY REINSTATEMENTS

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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.

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## 10. CLAIMS

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- 10.1 For any claim to be eligible for cover the Healthcare Service must be Medically Necessary 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 Medically Necessary 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 The Policyholder can make a claim under their Policy by submitting a completed claim form, claiming electronically at selected Health Services Providers for a Healthcare Service or visiting an Affiliated Provider for a Healthcare Service. When the Policyholder claims electronically for Healthcare Services (and their claim is accepted in writing by Southern Cross) or an Affiliated Provider provides a Healthcare Service to the Policyholder or Dependant, 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 Policyholder's behalf for an eligible Healthcare Service provided to that Policyholder or anyone else named on that Policy, 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 5 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 Medically Necessary;
- 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.

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## 11. AFFILIATED PROVIDERS

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For certain Healthcare Services specified in the Schedule of Benefits, the Healthcare Service must be provided by an Affiliated Provider for that Healthcare Service to be covered under this Policy. The Policyholder must contact Southern Cross before proceeding with any of these Healthcare Services as otherwise the Policyholder/Dependant may not have cover for the Healthcare Service. When an Affiliated Provider provides a Healthcare Service to the Policyholder or any Dependents, Southern Cross deems this to be a claim under the 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.

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## 12. MULTIPLE PROCEDURES AND SURGEONS

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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 is to be involved in the Operation the Policyholder should inform Southern Cross at the time of prior approval so that Southern Cross can help the Policyholder determine the extent of cover.

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## 13. SUSPENSION OF COVER

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The Policyholder or their Dependant may suspend cover under the Policy for a period of 2 to 12 calendar months if they are going overseas. The following conditions apply:

- the suspension request must be in writing before leaving New Zealand;
- the Policyholder or Dependant must have 12 continuous months cover up to the date of suspension;
- the period of suspension must be between 2 and 12 calendar months;
- the Policyholder or Dependant can suspend cover up to 3 times per Lifetime;
- the Policyholder or Dependant must provide proof of departure, and re-entry to New Zealand;
- the Policyholder or Dependant must have 12 continuous months cover between the end of the last suspension and beginning of the next.

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## 14. NO LIABILITY

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

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## 15. PRIVACY STATEMENT

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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.

Privacy of information relating to you is governed by the Privacy Act and in relation to health information, by the Health Information Privacy Code.

### 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;

- 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 business partners;
- to compare with information about you held by our business partners, so we can provide you with information about relevant products and services relating to us or our business partners;
- to process, investigate and review any claims made and or paid (including historical claims);
- to prevent, detect and investigate any fraud or where in our reasonable opinion we suspect any fraud and;
- to comply with laws and regulations.

#### Who may Southern Cross use your information from?

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

- the Policyholder (e.g. 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 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.

#### 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) 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 business partners; and
- any other party as required by law.

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 and you authorise this disclosure.

#### Is your information secure?

We endeavour to protect your information from loss, unauthorised access, modification or disclosure and or misuse in accordance with the Privacy Act and Health Information Privacy Code. Please note we may also record calls for training and audit purposes and for dispute resolution.

#### 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. Please contact us on 0800 800 181.

We endeavour to ensure that the information 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.

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 the privacy of information held by us and or our Privacy Statement, please contact our Privacy Officer via 0800 800 181.

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

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## 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 By applying for membership the Policyholder agrees (both for him or herself and on behalf of the Dependants named on the Membership Certificate) to be bound by the Rules of Southern Cross.
- 16.3 On this Policy being terminated (for whatever reason) the Policyholder's Southern Cross membership will cease (and each of the Dependants named on the Membership Certificate will cease to be treated as a member for the purposes of any benefits, claims or payments made by Southern Cross). 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.

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## 17. COMPLAINTS PROCEDURES

If the Policyholder is unhappy with Southern Cross' service or treatment of the Policy or claim in the first instance they should contact Southern Cross on 0800 800 181 or visit [www.southerncross.co.nz](http://www.southerncross.co.nz). 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

A full copy of Southern Cross' complaints procedure is available at [www.southerncross.co.nz/society](http://www.southerncross.co.nz/society).

Southern Cross is a member of the Insurance and Savings Ombudsman's dispute resolution scheme.

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## 18. NOTICES

- 18.1 The Policyholder must immediately notify Southern Cross of any change of postal, residential or email address.
- 18.2 Unless otherwise stated, or unless the Policyholder has chosen to receive communications electronically, every notice required to be given to a member by Southern Cross shall be deemed to have been delivered if posted to the Policyholder's last known address.

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## 19. INTERPRETATION

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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.

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## FINANCIAL ADVICE

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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 [www.southerncross.co.nz/disclosure-statement](http://www.southerncross.co.nz/disclosure-statement).