

Terms and Conditions of Insurance

Health Insurance that fits your lifestyle

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

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

WELCOME TO SOUTHERN CROSS

Any time you need to contact us:

Member Services: 0800 800 181

Member Services is open from 8am until 6pm, Monday to Friday (excluding public holidays). Our staff are ready to discuss your Southern Cross membership, your Policy, assist with prior approval for a claim and answer general queries. Your call will be handled in complete confidence, except to the extent Southern Cross is authorised to discuss any aspect of your Policy, any claim or health information relating to claim or other information relating to your Policy with other persons as described in section 15 Privacy 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

The Southern Cross website provides information on Southern Cross plans, the Affiliated Provider network and some of the other benefits of Southern Cross membership. You can also contact Southern Cross via the website, or download the Rules of Southern Cross, the Medical Terms Glossary and Policy Claim Forms.

Please note that we may record and store telephone calls to and from Member Services. We do this to have a record of the information we receive and give over the telephone. This also helps us with quality assurance, continuous improvement and education/training of our staff.

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)	BBB (Good)	CCC (Very Weak)
AA (Very Strong)	BB (Marginal)	CC (Extremely Weak)
A (Strong)	B (Weak)	R (Regulatory Action)

Plus (+) or minus (-) signs following ratings from "AA" to "CCC" show relative standing within the major rating categories. 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 as defined by the Injury Prevention, Rehabilitation and Compensation Insurance Act 2001, (or its successor).

“Accident” means an accident as defined in the Injury Prevention, Rehabilitation and Compensation Insurance Act 2001 (or its successor), which includes a specific event, or a series of events, that involves the application of a force (including gravity) or resistance external to the human body, or involves the sudden movement of the body to avoid such a force or resistance external to the human body, and is not a gradual process.

“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, prescribed or recommended by a registered oncologist in private practice, listed on the Pharmac Schedule, Pharmac Approved, and not otherwise excluded by the terms of your 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 Year” generally means each successive 12 month period from the Policy Start Date, or from the date changes are made to your Policy, or (in the case of Policies issued as part of a Work Scheme or Association Scheme) from the date changes are made to the Work Scheme or Association Scheme.

“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 joining Southern Cross, or
- (b) signs or symptoms of the condition within 3 months of birth, as 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.

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

“Dependant” means the husband/wife or partner (including any former husband/wife or partner) of the Policyholder and any Child (including any stepchildren or adopted children) of the Policyholder (or the Policyholder’s husband/wife or partner) 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), listed on the Pharmac Schedule, Pharmac Approved, and not otherwise excluded by the terms of your Policy.

“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.

“Health Services Provider” means a Medical Practitioner or registered practicing 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 the vocational registration applicable to the relevant healthcare service and the relevant registration with the Medical Council of New Zealand and who is in private practice.

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

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

Medical Practitioners may be added to Band I at the sole discretion of Southern Cross. Any such addition will be notified by Southern Cross.

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

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

Medical Practitioners may be added to Band II at the sole discretion of Southern Cross. Any such addition will be notified by Southern Cross.

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

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

Medical Practitioners may be added to Band III at the sole discretion of Southern Cross. Any such addition will be notified by Southern Cross.

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

- Anaesthesia
- Cardiothoracic surgery
- General surgery
- Neurosurgery
- Obstetrics and gynaecology
- Ophthalmology
- Orthopaedics
- Otolaryngology and head and neck surgery
- Paediatric surgery
- Plastic and reconstructive surgery
- 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, 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, in private practice.

“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 would be routinely funded within the public system, taking into account all of the relevant clinical circumstances, criteria, prescribing guidelines, rules, conditions and/or restrictions published by Pharmac which must be met for a prescription medicine or related product to qualify for public subsidy.

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

“Policy” means the contract of insurance between Southern Cross and the Policyholder. The Policy comprises the Membership Certificate, the Rules, these Terms and Conditions, the Schedule of Benefits, 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 specified in the Membership Certificate. This date is ordinarily the anniversary of the Policy Start Date, however, in selected Work Schemes or Association Schemes, the Policy Anniversary Date will be the Policy Anniversary Date of the Work Scheme or Association Scheme. The Policy Anniversary Date is the date on which the Policy is renewed.

“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 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 and specialised equipment as set out in the Prosthesis Schedule.

“Prosthesis Schedule” means the schedule containing reimbursement limits for specific Prostheses, forming part of this Policy.

“Reasonable Charges” means charges for Healthcare Services determined by Southern Cross and based on Southern Cross’ ongoing review of Health Services Provider charges for a particular Healthcare Service, Southern Cross’ claims statistics and its knowledge of national and regional New Zealand health markets.

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

“Schedule of Benefits” means the Schedule of Benefits for the plan type specified in the Membership Certificate, and forming part of this Policy.

“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, forming part of this Policy.

“Treatment Injury” means treatment injury as defined in the Injury Prevention, Rehabilitation and Compensation Insurance Act 2001 (or its successor) and includes personal injury that is suffered by a person seeking treatment from, or at the direction of, a registered health professional, that is caused by the treatment and that is not a necessary part or ordinary consequence of the treatment.

“Unapproved Healthcare Services” means any prescription Drugs, devices, techniques, tests and/or other Healthcare Services that have not been approved by Southern Cross in its sole discretion, prior to treatment.

“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, at the sole discretion of Southern Cross, are grouped together for administrative purposes.

2. COMMENCEMENT DATE OF COVER

Cover begins three months from the Policy Start Date. No claim will be accepted by Southern Cross in respect of any condition occurring or existing during this period, whether the treatment is provided during this period or otherwise.

3. EXCLUSIONS

Unless specifically included in the Schedule of Benefits, 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) treatment for pregnancy and childbirth;
- (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) cardiac pacemakers, nerve appliances, cochlear implants, bite splints and orthotics and any other appliances (surgical, medical or dental) other than surgically implanted Prostheses included in the Schedule of Benefits or Prosthesis Schedule;
- (g) suicide or self-inflicted illness or injury; or accident, 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 4.4);
- (i) Cosmetic Treatment;
- (j) maintenance examinations or medical check ups;
- (k) sterilisation (or its reversal);
- (l) contraception of any type;
- (m) breast reduction; unless approved as an Allowance by Southern Cross;
- (n) obesity or any treatment of obesity;
- (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 under the dental benefit in the VIP Plans 3 and 4;
- (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) conditions specifically excluded in the Membership Certificate of the Policy;
- (w) organ transplant or any related expenses for both donors and recipients;
- (x) renal dialysis;
- (y) correction of refractive visual errors or astigmatism by surgery, surgically implanted intra ocular 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;
- (cc) Acute Care;
- (dd) diagnosis, management and treatment of snoring;
- (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 or 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;
- (oo) Mole Mapping or dermatological surveillance;
- (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) injuries or disability directly or indirectly related to playing professional sport;
- (uu) termination of pregnancy.

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 where the cost is recoverable from another insurer or third party.
- 4.5 For claims involving the ACC:
 - (a) Every reasonable effort must be made to secure payment from ACC in the first instance. This includes signing all documents and performing all acts necessary to permit Southern Cross to fully protect and realise any entitlement either on your behalf 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 the 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 the ACC declines cover for Certified Private Facility treatment of an Accident or Treatment Injury related condition, Southern Cross will require you to initiate an ACC review of your claim.

- (e) Where the 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.
- (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.

5. APPLICATIONS

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

6. POLICY AMENDMENTS

- 6.1 At any time Southern Cross may, at its sole discretion, vary the premiums for this Policy, or any Excess or Deductible if applicable, by giving the Policyholder 30 days prior notice. Any varied 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 our website or by email).
- 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 may, at the Policy Anniversary Date only, by giving 30 days prior notice, amend their level of cover. Policy changes at other times of the Policy year may be allowed at Southern Cross' discretion only. 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 A change in cover initiated by the Policyholder may, at Southern Cross' sole discretion, vary the terms and conditions that form part of this Policy.
- 6.7 The Policyholder may, at the Policy Anniversary Date only,

by giving 30 days prior notice, add or delete Dependants. 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 may occur at times other than the Policy Anniversary Date at the discretion of Southern Cross but restrictions to cover may apply.

7. DEPENDANTS

- 7.1 A Dependant on reaching the age of 21 will automatically remain on the Policy unless the Policyholder or Work Scheme specifically request 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 Dependants listed in this Policy.
- 7.4 Where cover is sought for a newborn Dependant from birth, an application must be received by Southern Cross within 90 days of the Dependant's date of birth.

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 if you do you will not be entitled to a refund of any premium paid to Southern Cross and you will remain liable for premium due up to the date the cancellation takes effect.
- 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, reduce cover, add Exclusions to the Membership Certificate and/or decline claims immediately where it appears to Southern Cross that a Policyholder or Dependant has provided false, misleading or incomplete information.
- 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, at its sole discretion, may reinstate the Policy on receipt of the full payment of all premium arrears and satisfactory evidence of health for all people listed on this Policy. Any charges relating to disclosure of medical information will not be claimable under the Policy. Upon reinstatement of cover, restrictions to cover may apply, at Southern Cross' sole discretion.

10. CLAIMS

- 10.1 For any claim to be admissible the treatment must be Medically Necessary and premiums must be paid up to date. We may from time to time put eligibility criteria in place to specify any additional terms and conditions that may apply to a particular benefit. These eligibility criteria are available on request. Where the Policy is in arrears, Southern Cross reserves the right to decline the 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 or Deductible. 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 You can make a claim under your 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 you claim electronically for Healthcare Services (and your claim is accepted in writing by us) or an Affiliated Provider provides a Healthcare Service to you, we deem this to be a claim under your Policy. All claims are subject to the provisions of your Policy and your Member card terms and conditions.
- 10.3 Where any claim is expected to be greater than \$1,000, and a claim will be made under the relevant section of this Policy, the Policyholder must:
- notify Southern Cross' prior approval service as soon as the Policyholder is advised that surgery is required, but at least 7 days prior to the scheduled procedure. Failure to do so may result in Southern Cross declining the claim;
 - provide details of the planned procedure;
 - allow Southern Cross to contact the surgeon or any other Health Services Provider and obtain an estimate of the costs associated with the procedure;
 - allow Southern Cross, at its discretion, to negotiate the proposed costs;
 - 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.
- 10.4 All claims must be lodged within 12 months of the date of treatment, 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.
- 10.5 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 treatment is provided.
- 10.6 Southern Cross may, at its discretion, make reimbursement directly to any Health Services Provider, rather than directly to the Policyholder.
- 10.7 All claims are subject to the provisions of the Membership Certificate, the Schedule of Benefits, the Terms and Conditions and, where applicable, the Prosthesis Schedule and the Rules.
- 10.8 Southern Cross has the right to decline any claim that it considers to be invalid or unjustified. Southern Cross may examine any claim for Healthcare Services and, where appropriate, investigate any aspect of the services 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 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.

11. AFFILIATED PROVIDERS

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.

12. MULTIPLE PROCEDURES

Multiple Procedures will be reimbursed according to Southern Cross' policy on Multiple Procedures relating to your plan type at the discretion of Southern Cross.

13. SUSPENSION OF COVER

The Policyholder or their Dependant may suspend cover under the policy for a period of 2 to 12 calendar months if 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.

14. NO LIABILITY

Southern Cross shall bear no liability to any Policyholder or Dependant in respect of the quality, standard or effectiveness of any Healthcare Service of any nature.

15. PRIVACY

Privacy of information relating to the Policyholder and Dependents is governed by the Privacy Act, and in relation to health information, by the Health Information Privacy Code. The information Southern Cross collects and holds about the Policyholder or Dependents will be used:

- to consider the Policyholder's or Dependant's eligibility for cover under this Policy;
- to consider the specific terms applying to the Policy (including the exclusion of any Pre-Existing Condition);
- for administration purposes, such as billing and claims management;
- to consider whether any Healthcare Service is eligible for cover under this Policy;
- to contact the Policyholder from time to time with information about products and services relating to Southern Cross (and other Southern Cross affiliated businesses);
- to process and investigate claims made under the Policy; and
- for statistical purposes (although for this purpose the Policyholder and any Dependents covered by the Policy will not be identified).

Southern Cross collects information about the Dependents directly from the Policyholder (for example, from the application form).

Southern Cross may also collect information about the Policyholder and each Dependant from the Policyholder's husband/wife or partner

(provided they are covered by the Policy), Health Services Providers and medical authorities and any third party authorised by the Policyholder (including ACC and Ministry of Health), Southern Cross agents, contractors, suppliers and other business partners and any third party authorised by the Policyholder, and the Policyholder and each Dependant authorises this collection and the disclosure of such information to such parties for any of the above purposes.

Southern Cross may need to disclose information about the Policyholder or Dependants to the Policyholder's husband/wife or partner (provided they are covered by the Policy) the relevant Health Services Providers, medical authorities or the third party authorised by the Policyholder, or any other party as required by law, in relation to any of the above purposes (and the Policyholder and each of the Dependants authorises Southern Cross to disclose this information).

Southern Cross may also disclose information about the Policyholder or Dependants to Southern Cross' agents, contractors, suppliers and other business partners in relation to any of the above purposes, and the Policyholder and each of the Dependents authorise Southern Cross to disclose this information.

If the Policyholder is a member of a Work Scheme or Association Scheme, Southern Cross may also collect information about them or any of their Dependants (other than health information) from the Scheme administrator, and disclose information (other than health information) to the Scheme administrator, for administrative purposes. The Scheme administrator may also disclose information about the Policyholder and each of the Dependants to Southern Cross (other than health information) for administrative purposes.

The Policyholder and each of the Dependants authorises such collection and disclosure.

All communications from Southern Cross relating to the Policyholder and each of the Dependants will be sent to the Policyholder. This means that information about each of the Dependants will be disclosed to the Policyholder (and each of the Dependants authorises this disclosure).

Southern Cross may also contact the Policyholder and or the Dependants within a reasonable time of the Policyholder and or the Dependants ceasing to be covered by the Policy with information about products and services relating to Southern Cross. Southern Cross will endeavour to ensure that the Policyholder's and the Dependant's personal (and health) information that it collects, stores, uses or discloses is accurate, complete and up to date. Prompt notification of any changes to personal contact details will help Southern Cross to do this. Southern Cross will also endeavour to protect the Policyholder's and the Dependant's personal and health information from misuse or loss from unauthorised access, modification or disclosure in accordance with the Privacy Act and the Health Information Privacy Code.

Under the Privacy Act and the Health Information Privacy Code, the Policyholder and each Dependant is entitled to have access to, and request correction of, any personal information (including any health information) held by Southern Cross. If the Policyholder or any Dependant has any queries about privacy of information or wishes to access any personal information held by Southern Cross, they should contact Southern Cross.

The Policyholder may advise Southern Cross at any time that they do not wish Southern Cross to collect and/or disclose information to their husband / wife or partner (covered by the Policy).

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

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 cancelling this Policy 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). 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 a Southern Cross member.

17. COMPLAINTS PROCEDURES

If you are unhappy with Southern Cross' service or our handling of your Policy or claim, the Policyholder should write, in the first instance to:

The Member Relations Manager
Southern Cross Medical Care Society
Private Bag 99934
Newmarket
Auckland 1149

A full copy of Southern Cross' internal complaints procedure is available on our website www.southerncross.co.nz/society.

Southern Cross is a member of the Insurance and Savings Ombudsman scheme.

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.

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.

FINANCIAL ADVICE

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

