

**nib**

Priority Health Business™  
Base Cover:  
Major Surgical Module



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# Introduction to Priority Health Business™ – Base Cover: Major Surgical Module

Thank you for trusting nib to insure your health. This document explains what your policy covers, and contains all policy terms and conditions. This should also be read in conjunction with your acceptance certificate.

It is important that **you** read **your** policy document carefully. This will ensure **you** know what **you** are covered for, what **you** need to tell **us**, how to make a claim and any other terms and conditions of **your** policy.

**We** understand insurance can be complex and policy documents are not always easy to understand. If **you** don't understand anything, if any information is incorrect, or if you have any questions, just call **us** on 0800 287 642 – **we** will do everything **we** can to help **you**.

**Your** employer may have negotiated concessions and / or benefits additional to those recorded in this policy. If this is the case, details of those concessions and / or benefits will be recorded on **your acceptance certificate** or **renewal certificate**. In the event there is a conflict between the concessions and / or benefits recorded on **your acceptance certificate** or **renewal certificate** and those recorded in this policy, then the **acceptance certificate** or **renewal certificate** will prevail.

## 14-day free-look period

**We** understand the cover **your** employer has chosen needs to fit with **your** overall financial and health needs. To allow **you** time to review **your** policy, **we** provide a 14-day free-look period. This period starts three days after **we** send **you your** policy information. During this time, should **you** decide **your** policy doesn't meet **your** needs, please send **your** written confirmation to **us** and **we** will cancel the policy and refund any premiums paid providing no claims have been made.

## Code of practice

This policy complies with the Health Funds Association of New Zealand Inc Code of Practice for Health Insurance Underwriters. **You** can obtain a copy of **our** financial statements for the last reported financial year by writing to **us** at nib nz limited, PO Box 91 630, Victoria Street West, Auckland 1142.

## Privacy

**We** comply with the Privacy Act 1993, including the Health Information Privacy Code 1994, and **we** will preserve the privacy of **your** and all **insured persons'** personal information.

## Duty of disclosure

At the time of application, **you** and the **insured persons** had a legal duty to disclose everything **you** or they knew (or ought to have known) which would have influenced the decision of a prudent insurer whether to accept **your** application, and if so, on what terms. For example, the **insured persons** must have disclosed any medical condition or sign or symptom of a medical condition they had at the time of applying, or have had in the past.

**You** and the **insured persons** must have told **us** about any changes to the information given to **us** before the **commencement date** or **join date** of this policy or at any time changes are made to the policy in the future. If **you** or any **insured person** fails to do so, or if any of the information was not disclosed to **us**, **we** can cancel this policy from the commencement date and not pay any claims. **We** may retain all the premiums paid, and any claims paid by **us** may be recovered from **you**.

## Contract of insurance

The contract of insurance consists of:

- policy wording (this document and corresponding documents for any additional modules); and
- the **diagnostic list** and the **surgical list**; and
- the **prostheses schedule**; and
- any application completed by **you**; and
- the **acceptance certificate** or **renewal certificate**.

## Headings

In this policy, **we** have headings which are for **your** guidance only – these don't form part of the policy.

## Words in bold

**We** have some words in bold, which indicate words that have a special meaning. To find out the meaning, please refer to Definitions section on page 30.

## Key information found on our website

**Our** website provides key information such as the **diagnostic list** and the **surgical list**; the **prostheses schedule** and claim forms. All relevant information can be found by going to **nib.co.nz**

Please keep this policy document, **your acceptance certificate** and **renewal certificates** in a secure place.

# Help section

## 1 How to contact us

- Call **us** on 0800 287 642.
- To send your pre-approval form, please fax **us** on 0800 345 134.
- Email **us** at [grouphealth@nib.co.nz](mailto:grouphealth@nib.co.nz)
- Write to **us** at:  
nib nz limited  
PO Box 91 630  
Victoria Street West  
Auckland 1142.
- Visit **our** website at [nib.co.nz](http://nib.co.nz)  
**Our** website provides key information such as the **diagnostic list**, the **surgical list**, the **prostheses schedule** and claim forms.

## 2 How to seek pre-approval for a diagnostic or surgical procedure claim

### 2.1 Contact us

In all cases, **you** must contact **us** for pre-approval for any claim made under any of the modules, with the exception of Module 4: General Practitioner Cover. That way **you** know exactly what is covered and what **we** will pay for.

### 2.2 We will send you a claim form and instructions

Complete the claim form, sign it and return it to **us** in the postage paid envelope provided, or by fax or email. Please ensure that the **insured person** provides **us** with a full description on the claim form of:

- the treatment to be undertaken;
- the clinical reason for the treatment;
- the name of the **registered specialist** who will conduct the treatment;

- the expected date of treatment;
- whether the treatment was accident related; and
- the **GP** or **registered specialist** referral letter.

### 2.3 We confirm acceptance of your pre-approval

Pre-approvals will be processed within five working days, unless further information is required or insufficient information was initially supplied.

If **we** accept **your** claim **we** will tell **you**. **We** will give **you** a letter that gives the **health service providers** authority to invoice **us** directly for the costs covered, which saves **you** time and money. This pre-approval letter is valid for three months from the date of issue recorded on the letter.

If **we** do not accept **your** claim, **we** will also let **you** know in writing.

### 2.4 Give the pre-approval letter to your health service providers

**You** must give a copy of the pre-approval letter to **your health service providers** for them to complete the claim.

## 3 How to make a claim

### 3.1 Contact us

Please pay any smaller claims such as doctor's accounts and pharmaceutical charges directly to the **health service provider**. Remember to always get a receipt.

When the receipts exceed \$100, contact **us** to request a claim form.

### 3.2 We will send you a claim form and instructions

Complete the claim form in full, sign it, enclose the original itemised accounts and receipts, and return it to **us** in the postage paid envelope provided. **We** are unable to process claims submitted by fax. However, pre-approvals may be submitted by fax or email.



### 3.3 Claims conditions

- Receipts must be submitted within 12 months of incurring the cost, so **we** suggest **you** submit a claim at least once a year.
- Any claim must be made within 30 days of this policy ending.
- The claim must relate to the **insured person** who received the treatment. Reimbursement cannot be made to any other person, regardless of whether they paid the account or bill.

#### 3.3.1 Provide full information

**You** must give **us** a full description on the claim form of:

- the pre-approval number for this treatment (if obtained);
- the treatment undertaken;
- the reason for the treatment – if not already included on the pre-approval information;
- the date of the treatment;
- whether the treatment was accident-related (if not included on the pre-approval information);
- any other information or assistance **we** reasonably require; and
- if not pre-approved, please submit supporting medical information.

**You** must submit original invoices or receipts.

#### 3.3.2 ACC treatment injury

In the event of an injury occurring that arises out of an **insured person's** treatment that is covered under this policy, the **insured person** must submit a **treatment injury** claim to **ACC**. This claim may be submitted by **your registered specialist** or **your GP**. **Treatment injuries** may occur at any time during **your** covered procedure. Application forms for a **treatment injury** claim are available on the **ACC** website.

### 3.3.3 Medical report or assistance

If **you** or an **insured person** needs assistance to complete the claim form, or **we** request a medical report with the claim form, these will be at **your** expense. **We** may request additional information in order to assess **your** claim and this will be at **our** expense.

### 3.3.4 Referral by a GP or registered specialist

Where this policy specifies that treatment must only be performed after referral by a **GP** or **registered specialist**, please provide a copy of the referral letter.

## 3.4 Rapid refund

**We** will process **your** claim within five working days of receipt of the claim form, unless further information is required. Typically **we** refund the treatment provider directly. If **we** are refunding **you** by direct credit, please ensure **your** banking details on the claim form are accurate.

## 4 How to change your policy

- 4.1 **You** may add or remove **insured persons** from **your** policy, add or remove options, or change the **excess**. Each **policyowner** is authorised to enquire about, and make changes to, the cover he or she owns. If any cover is owned by more than one **policyowner**, the cover is owned jointly by those **policyowners** and they must consent to all changes. **You** must give **us** at least 30 days' prior notice in writing or by email before any changes can be made.

**We** will make the requested change to this policy on the same (or nearest equivalent) date in the month that corresponds to the date in the month of **your policy anniversary date**, immediately after **you** request this change. For example, if the **policy anniversary date** is 30 September and **you** request a change on 15 June, the **effective date** of the change will be 30 June. If **we** make the change on any other date **we** will let **you** know.

To enquire about or make a change to **your** policy:

- Call **us** on 0800 287 642.
- Email **us** at [grouphealth@nib.co.nz](mailto:grouphealth@nib.co.nz)
- Write to **us** at:

nib nz limited  
PO Box 91 630  
Victoria Street West  
Auckland 1142.

#### 4.1.1 Adding a partner or dependent child

**You** can add an **insured person's partner** and **dependent child**, to this policy. To do this, **you** must complete **our** application form and send it to **us**.

**We** charge an additional premium for each additional person added.

If **you** add a **dependent child** within four months of birth, **we** will cover that child for **pre-existing conditions**, other than a known **congenital health condition** or a health condition excluded under the standard policy exclusions. A person is added to this policy from the **join date** shown on the **acceptance certificate** or **renewal certificate**.

#### 4.1.2 Removing an insured person or a policyowner

**We** will remove an **insured person** from this policy:

- at the written request of that **insured person**.  
He or she has the option, within 30 days of removal, to arrange a separate policy on terms determined by **us** without providing any evidence of his or her current state of health; or
- at the written request of the **policyowner**.  
**We** require at least 30 days' prior notice from the **policyowner** or each individual **policyowner** if there is more than one.

#### 4.1.3 Adding or removing modules

**You** can add modules to **your** cover for an additional premium. **You** must complete **our** application form and send it to **us**. The application must be completed fully, and received and assessed by **us** before cover can start.

Cover for any additional module(s) starts from the **effective date** shown on the **acceptance certificate** or **renewal certificate** for that module. **You** must give **us** at least 30 days' prior notice in writing or by email before this module can be activated.

**You** can only remove a module at the next **policy anniversary date**. At **our** discretion, **we** may waive this limitation.

#### 4.1.4 Changing your excess

**You** can change the **excess** on any **policy anniversary date**. If **you** have made no claims **we** may, at **our** discretion, allow **you** to change the **excess** earlier. **You** must give **us** at least 30 days' prior notice in writing or by email before this change can be made. If **you** wish to reduce the level of the **excess**, **we** may require an assessment of all the affected **insured persons'** current state of health before **we** agree.

#### 4.1.5 Policyowner must be an adult

A **dependent child** under age 16 must be accompanied by at least one adult aged 21 or over as an **insured person**, or have his or her parent or legal guardian as the **policyowner**.

#### 4.1.6 Changes in contact details

**You** must notify **us** of all changes in contact details of the **insured persons**. Where possible, please provide an email address. **You** can advise **us** in writing or by email.

#### 4.2 We will process the change

**We** may require **you** to complete a change of policy form. **We** will let **you** know if this is the case and **we** will send **you** the change of policy form within five working days. **We** will process the change of policy form within five working days of receiving it from **you**, unless further information is required.

#### 4.3 New acceptance certificate

Once **we** have accepted the changes, **we** will send **you** a new **acceptance certificate** or **renewal certificate** that will show the changes.

# Your policy

Priority Health Business™ is a flexible group health insurance plan which comprises the Base Cover: Major Surgical Module and five optional modules. This modular concept provides you with a range of options to choose from to customise a plan that best suits your budget and health needs.

## Base Cover: Major Surgical Module

This module is compulsory as it is the basis of Priority Health Business™ and provides cover for most high-costing **surgical procedures**, including their related **diagnostic procedures**, plus some other associated benefits.

The following additional modules can all be added to the Base Cover: Major Surgical Module. More information on these modules can be found in their respective policy wordings.

## Module 1: Other Surgical Cover

This module is designed to cover less costly and more routine **surgical procedures** including some of the common procedures performed for children, along with associated diagnostic procedures.

## Module 2: Cancer and Non-Surgical Hospitalisation Cover

This module provides cover for non-surgical **hospitalisation** and cancer treatment (radiotherapy, chemotherapy and brachytherapy) including some associated benefits relating specifically to cancer care.

## Module 3: Trauma Cover (Nine conditions)

This module offers a lump sum payment in the event that the **insured person** suffers from one of nine listed Trauma Conditions. The available **sums insured** are \$10,000, \$20,000 and \$50,000.

## Module 4: General Practitioner (GP) Cover

This module covers a set number of **GP** visits per policy year and also includes a prescription benefit.

## Module 5: Specialist and Other Diagnostic Cover

This module covers **registered specialist consultations**, **diagnostic procedures** and cardiac investigations after a **GP** or **registered specialist** referral, whether the **insured person** is or is not **hospitalised**.

### 1 Introduction

- 1.1 All general terms, conditions and exclusions in the Priority Health Business™, Base Cover: Major Surgical Module, are applicable to all modules offered under Priority Health Business™. These need to be read in conjunction with the specific module policy wording.
- 1.2 All **insured persons** who choose this product must have the Base Cover: Major Surgical Module and this will be shown on **your acceptance certificate** or **renewal certificate**.
- 1.3 Each module has its own premium. The **excess** applies to the Base Cover: Major Surgical Module only. The excess is applied per **insured person** for each claimable event.
- 1.4 Where a benefit maximum has been specified, the maximum applies to the **policy year** in which the treatment was provided.
- 1.5 **We** publish the **diagnostic list** and the **surgical list** of covered procedures. **We** review these lists on an annual basis and **we** may alter and make changes

to these lists at any time by giving you 30 days' prior notice. Please refer to the lists found on our website at [nib.co.nz](http://nib.co.nz)

## 2 What we pay

- 2.1 **We** pay the cost of you undergoing a covered treatment up to the benefit maximum, less any **excess**. All benefit payments in the Base Cover: Major Surgical Module are subject to one **excess** only, provided they relate to a **surgical procedure**.
- 2.2 No payment will be greater than 100% of the actual costs.
- 2.3 Where multiple procedures are performed by a **registered specialist** under one anaesthetic, we would not expect the costs covered to be more than our **UCR charges** for multiple **surgical procedures**. If the costs covered exceed the **UCR charges**, then **you** and the **insured persons** appoint **us** as **your** representative to negotiate a reduction in the costs directly with the **health service provider**. **You** authorise **us** to make a final decision as long as it does not prejudice **your** cover under this policy.
- 2.4 **We** cover **prostheses** costs (replacement implants only) used in a **surgical procedure**, up to fixed benefit maximums set by **us**. A **prostheses schedule** specifies the **prostheses** covered and the specified benefit maximum applicable. This schedule is reviewed annually and is available from **our** website or from **us** on request. The cost of **prostheses** is included in the benefit maximum for a **surgical procedure**. **We** will only contribute to scheduled **prostheses** components in situ and not to components that are trialled, that are contaminated back-ups or made available but not implanted.

# Your benefits

This section explains the cover provided under the **Base Cover: Major Surgical Module**.

**IMPORTANT** – This section must be read in conjunction with:

- this policy document: Priority Health Business™, Base Cover: Major Surgical Module;
- the **diagnostic list** and the **surgical list**;
- the **prostheses schedule**; and
- the **acceptance certificate or renewal certificate**.

Benefits under the Base Cover: Major Surgical Module apply to each **insured persons** shown on **your acceptance certificate** or **renewal certificate**.

Any **excess** chosen on the Base Cover: Major Surgical Module applies to this module only.

## Base Cover: Major Surgical Module

This module is procedure based, meaning it covers **diagnostic procedures** and **surgical procedures** under the Base Cover: Major Surgical Module. These procedures are reviewed annually and there is typically a 100% reimbursement on benefits except for **prostheses**, which are reimbursed as per the **prostheses schedule**.

## Benefit Maximum

**We** pay up to a maximum of \$100,000 per **insured person** per **policy year**, less any **excess**. This benefit maximum is inclusive of all benefits under this module. Individual limits may apply to each of the benefits.

If **you** have chosen an **excess**, it is applied to any claim made under the Surgical Benefit only.



# 1 Surgical Benefit

- 1.1 **We** cover the cost to an eligible **insured person** of a **surgical procedure** under the Base Cover: Major Surgical Module carried out by a **registered specialist** in an **approved private hospital**.
- 1.2 During a covered procedure, **we** also cover the cost of:
- intensive nursing care;
  - diagnostic imaging;
  - disposables and consumables;
  - dressings;
  - **drugs** required while **hospitalised** that are directly related to the **surgical procedure**; and
  - **prostheses** covered as per the **prostheses schedule** up to the maximum shown on the schedule.

# 2 Pre and Post-Procedure Registered Specialist Consultation Benefit

- 2.1 **We** cover the cost of:
- up to two **consultations** with the **insured person's registered specialist** before a covered **diagnostic procedure** and / or **surgical procedure** is undertaken, up to four months prior to admission to an **approved private hospital**; and
  - up to two **consultations** with the **insured person's registered specialist** after a covered **diagnostic procedure** and / or **surgical procedure** is undertaken, up to four months after the date of discharge from the **approved private hospital**.

These **consultations** are covered if they relate directly to the admission to an **approved private hospital** for the purposes of undergoing one of the **surgical procedures** covered under the Base Cover: Major Surgical Module.

### 3 Procedure-Related Diagnostic Radiology, Imaging & Cardiac Investigation Benefit

- 3.1 **We** cover the cost of diagnostic radiology and imaging and cardiac investigations in procedures in the **diagnostic list** for the Base Cover: Major Surgical Module, up to four months prior to the date of admission to an **approved private hospital**, in connection with a **surgical procedure** under the Base Cover: Major Surgical Module.
- 3.2 A documented referral from a **GP** or New Zealand **registered specialist** is required by **us**.
- 3.3 We will pay up to a maximum of \$4,000 per **insured person** per **policy year**.

### 4 Post-Procedure Physiotherapy Benefit

- 4.1 **We** reimburse the cost of necessary post-procedure physiotherapy as recommended by the treating **registered specialist** in connection with a pre-approved **surgical procedure** under the Base Cover: Major Surgical Module.
- 4.2 **We** pay for up to five **consultations**, for up to a maximum of two months following each **surgical procedure**.
- 4.3 **We** pay up to a maximum of \$300 per **insured person** per **policy year**.

### 5 Procedure-Related Travel Allowance Benefit

- 5.1 Where a **registered specialist** has recommended a **surgical procedure** under the Base Cover: Major Surgical Module, and that surgery cannot be performed in an **approved private hospital** within 100 kilometres from the **insured person's** usual residence, this benefit covers the following where applicable:

- Air travel – **we** cover the costs approved by **us**, of a return economy class within New Zealand for an **insured person** requiring the treatment, and for a support person to travel to and from an **approved private hospital**.
- Taxi fares – for hospital admission from the airport of arrival direct to the **approved private hospital**, and on hospital discharge, from the **approved private hospital** direct to the airport of departure.
- Road and rail travel – a mileage allowance is available as calculated by **us**.
- Accommodation – if recommended by the **insured person's registered specialist**, we pay up to \$150 per night for the accommodation costs incurred by the support person.
- Ambulance transfer – where medically necessary and approved by **us**, to and from an **approved private hospital** or public hospital. No other transfers are covered apart from carriage between medical facilities as approved by **us**.

5.2 **We** pay up to a maximum of \$500 per **insured person** per **surgical procedure**.

## 6 ACC Top-Up Benefit

- 6.1 If the **insured person** is **hospitalised** in an **approved private hospital** for a **surgical procedure** under the Base Cover: Major Surgical Module, and he or she is covered by **ACC** for that procedure, **we** will cover the shortfall between the **insured person's ACC** payment and the cost of the **surgical procedure**, and any other associated benefits under this module.
- 6.2 The policy **excess** will be deducted from the costs.
- 6.3 The shortfall payment must not exceed the benefit maximum under this module for the applicable benefit.
- 6.4 At pre-approval of **your** claim **you** must supply to **us** a copy of the **ACC** acceptance documentation, including the amount of **ACC's** payment.
- 6.5 If **ACC** declines the **insured person's** claim, **you** must supply to **us**, when seeking pre-approval for

**your** claim, a copy of **ACC's** letter of declinature. **We** may require the **insured person** to apply for a review of **ACC's** grounds of declinature. **We** may also seek legal advice, at **our** cost, about **ACC's** grounds of declinature. If the review is successful, **you** must reimburse to **us** any payments subsequently made to **the insured person** by **ACC**.

## General conditions section

### 1 Period of cover

Cover for the Base Cover: Major Surgical Module, and any additional modules shown on the **acceptance certificate** or **renewal certificate**, starts on the policy **commencement date** or the **effective date** (whichever is the later date).

Cover ends when any of the following happen:

- **you** ask **us** to cancel **your** policy. **You** must give **us** not less than 30 days' notice in writing or by email; or
- **you** fail to pay the premium or any premium instalment within 90 days after the due date for payment; or
- where an **insured person** holds a work permit at the **join date**, when that work permit ends or is no longer valid; or
- **you** or any **insured person** breaches the terms of this policy; or
- when the last **insured person** covered by this policy dies.

## 2 Insured person

An **insured person** must be:

- a New Zealand citizen or resident; and
- aged 18 years or over; and
- permanently employed in New Zealand and satisfy one of the following criteria:
  - holds a valid New Zealand work permit for at least two years; or
  - has been legally in New Zealand for a period, and that period combined with consecutive periods of holding valid work permits totalling at least two years,

and continues to hold a valid work permit during the period the **insured person** is covered by this policy.

### 2.1 Documentation of identity

**We** may request to see originals or certified copies of **your** visa or work permit passport, birth certificate or driver's licence.

## 3 Dependent children

Cover for a **dependent child** ends on the **policy anniversary date** after the **dependent child** reaches 21 years of age. **We** will automatically continue cover for that person on this policy as an **insured person** and deduct the additional premium based on their age and gender from the same payment source and at the same frequency as this policy, unless **you** advise us otherwise.

Alternatively, within 30 days following the **policy anniversary date** after the **dependent child** has reached 21 years of age, that person can opt to arrange a separate policy with **us** with similar terms without having to provide any further evidence of health other than their smoking status. That person's smoking status must be provided to enable the appropriate adult premium to be calculated. If the smoking status is not known, the adult premium will be calculated using smoker rates.

## 4 Important information about premiums and benefits

For any additional level of cover paid for by **you** the following rules apply:

- **You** must pay **us** the premium at one of the frequencies provided by **us**. These are payable in advance.
- The premium is calculated according to the rates applying from time to time for the policy **you** selected.
- The premiums automatically increase when an **insured person** attains a specified age. General premium increases can be applied at any time and are in addition to any other adjustments that may be made to the premiums.
- The premiums and benefits for this policy are not guaranteed. **We** can alter the schedule of premium rates (including the ages at which premiums increase) or the benefits provided under this policy at any time by giving 30 days' prior written notice.

**We** want to ensure **your** valuable cover continues. If a deduction advice is returned to **us** as 'gone / no address', **we** will continue to make deductions in accordance with **our** premium rates until **we** are advised otherwise.

## 5 Altering the terms and conditions of your policy

**We** may alter the terms of this policy at any time by giving **you** 30 days' prior written notice.

No alterations will be made to **your** individual policy alone, based upon the individual claims experience of **your** policy. If **you**, and all **insured persons**, comply with this policy, **we** cannot cancel it.

If **we** have changed the terms of **your** policy for an **insured person** (for example, added an exclusion) this will be shown in the **acceptance certificate** or **renewal certificate**. **You** must instigate any review of

the additional terms. Any cost in relation to the review are at **your** cost.

A **policyowner** is authorised to enquire about, and make changes to the cover he or she owns. However, if an **insured person** requests to be removed from this policy, **we** may remove that **insured person** without the approval of the **policyowner(s)**. The removed **insured person** may arrange a separate policy determined by **us** without providing any further evidence of health.

### 5.1 Correspondence and notices

Notices to **us** regarding this policy must be sent or emailed to **our** address as shown on the next page. All notices **we** send to **you** must be sent to **your** last known address (unless previous correspondence has been returned 'gone / no address' in which case no further correspondence will be sent until **we** receive notification of **your** new address), or sent by email to **your** last known email address.

### 5.2 Our address

nib nz limited  
PO Box 91 630  
Victoria Street West  
Auckland 1142

**Our** email address is [grouphealth@nib.co.nz](mailto:grouphealth@nib.co.nz)

The physical address of **our** head office at the time of printing this document is:

nib nz limited  
48 Shortland Street  
Auckland 1010

### 5.3 Altering the diagnostic and / or surgical procedures covered:

**We** review these lists on an annual basis and **we** may alter and make changes to these lists at any time by giving **you** 30 days' prior notice.

## 6 Reinstating this policy

If this policy ends, and **we** agree to reinstate it:

- cover starts on the date **we** reinstate it; and
- **we** will give **you** a new **acceptance certificate** or **renewal certificate**.

## 7 Full information at claim time

All information given by, or on behalf of, **you** or any **insured person** when making a claim must be true, correct and complete. If it is not, **we** may at **our** discretion decline the claim and / or cancel this policy from the **commencement date**. If **we** cancel this policy, any premiums **you** have paid may be retained by **us**. If **we** have already made any payments, **we** can recover these from **you**.

**You** and the **insured persons** authorise disclosure to **us** of **your** personal information held by others that is relevant to a claim. Details of **your** claim or a claim for any **insured person** can be provided to anyone who **you** nominate in writing, by verbal communication with **us** or on the claim form.

**You** must comply with this policy in full before any claim is paid. If any premium is outstanding on this policy at the date **we** accept a claim, **we** can:

- deduct the outstanding premium(s) from the claim payment; or
- withhold payment of the claim until the outstanding premium(s) has been paid.

## 8 Continuation of cover

This policy has been issued as part of the Priority Health Business™ policy, and if:

- the **insured person** who is an employee resigns from his or her employment; or
- **we** or the employer ends the arrangement which this policy is part of,

this policy ends immediately. **We** may offer a replacement policy determined by **us** at **our** discretion,



in accordance with **our** transfer rules applying at the time the **insured person** resigns, or the arrangement **we** have with the employer ends. **We** will write to **you** advising that this policy has been cancelled and give **you** the opportunity to continue **your** policy and cover.

## 9 Jurisdiction

The laws of New Zealand apply to this policy.  
The New Zealand courts have exclusive jurisdiction.

## 10 Currency and GST

All monetary amounts referred to in this policy are in New Zealand dollars and include GST.

## 11 No surrender value

This is not an investment policy. It does not acquire a surrender value or participate in any of our profits or bonuses.

## 12 If you have a problem

We want you to remain satisfied with this policy, and have a process for dealing with complaints to ensure they are heard.

You are welcome to talk to the person who handled your enquiry or claim, or to talk to a senior team member or team leader.

Call nib on 0800 123 nib (0800 123 642),

Monday to Friday 8:00am – 5.30pm

Alternatively you can write to the nib Complaints Committee:

nib nz limited

PO Box 91 630

Victoria Street West

Auckland 1142

Email [contactus@nib.co.nz](mailto:contactus@nib.co.nz)

If your complaint cannot be resolved through this procedure, you can refer it to the Insurance & Financial Services Ombudsman (IFSO):

The Insurance & Financial Services Ombudsman

PO Box 10-845, Wellington 6143

Phone 0800 888 202

Email [info@ifso.nz](mailto:info@ifso.nz)

# Exclusions – what we will not pay for

Important – these exclusions apply to the Priority Health Business™ policy which includes the Base Cover: Major Surgical Module and all other modules. The definitions section on page 30 will assist you with interpretation of these exclusions.

Under the Priority Health Business™ policy, **we** will not pay a benefit for, or the cost of:

- 1 The following medical conditions:
  - a) A medical condition in connection with the misuse of alcohol, prescription drugs or non-prescription drugs.
  - b) A mental health condition which includes but is not limited to psychiatric, behavioural, psychological and developmental conditions or eating disorders.
  - c) Senile illnesses and / or dementia.
  - d) Dental health conditions and / or treatment(s) (except where the contrary is expressly specified in this policy).
  - e) Acquired immune deficiency syndrome (AIDS) or associated medical conditions including human immunodeficiency virus (HIV) and related medical conditions.
  - f) Any sexually transmitted disease and any related medical conditions or resulting complication.
  - g) Any:
    - i. **congenital health condition**, or
    - ii. developmental medical condition relating to a congenital deformity.
  - h) Any medical condition as a consequence of war, invasion, act of foreign enemy, hostilities or warlike

operations (whether war is declared or not), civil war, civil commotion, mutiny, rebellion, revolution, insurrection, act of terrorism, act of bio-terrorism, peace keeping duties, or military or usurped power.

- i) Any **pre-existing condition** as determined by **us**.  
This exclusion does not apply:
  - to any medical condition declared on the application form and accepted by **us**; or
  - where it is noted on the **acceptance certificate** or **renewal certificate** that **pre-existing conditions** are covered, but subject to the other exclusions in this policy and any special terms on the **acceptance certificate** or **renewal certificate**.
- j) Any **acute health condition**.
- k) Any medical condition arising from a criminal offence that results in a conviction under the Crimes Act.
- l) Infertility, normal pregnancy and childbirth, caesarean sections, termination of pregnancy, erectile dysfunction, reversal of sterilisation, sterilisation, contraception or contraceptive procedures, hormone replacement therapy and slow replacement hormone therapy (except where the contrary is expressly specified in this policy).

## 2 The following tests, diagnostic procedures, treatments or health services:

- a) Geriatric care including geriatric hospitalisation, rehabilitation (except where the contrary is expressly stated within this policy), long-term care, convalescence, respite, palliative and disability support services costs.
- b) Breast reduction, mastopexy or gynaecomastia, gender reassignment for any reason, whether or not the undertaking is functional, physical, medical, psychological, emotional or social.

- c) **Obesity** and any consequence of **obesity** for which assessment or treatment may be required or deemed necessary. This includes, but is not limited to bariatric surgery and complications thereof.
- d) Any treatment (including dentistry) that improves, alters or enhances your appearance whether or not undertaken for medical, physical, functional, psychological, social or emotional reasons, including complications arising from this treatment.
- e) All forms of prophylactic (preventative) treatment which means any treatment in the absence of signs or symptoms of an illness, disease or medical condition that seeks to reduce or prevent the risk of an illness, disease or medical condition developing in the future (except where the contrary is expressly stated within this policy).
- f) Any surveillance testing or screening measures where any diagnostic investigation or procedure is undertaken where no signs or symptoms of a medical condition are present (except where the contrary is expressly stated within this policy).
- g) Gene therapy or genetic testing.
- h) Sleep disorder assessment or treatment. This includes, but is not limited to sleep disturbances, snoring or sleep apnoea and lung function tests.
- i) Treatment of self-inflicted injuries or treatment of injuries arising from attempted suicide.
- j) Any specialised tertiary treatments such as organ and/or tissue transplants or organ donation.
- k) Renal dialysis or specialised transfusions of blood, blood products and derivatives.
- l) Any costs incurred as a result of a cancellation of something covered under one of the benefits except where the cancellation is on medical advice.
- m) Costs of periodontal, orthodontic and endodontal procedures, implants and orthognathic surgery.
- n) Costs incurred outside New Zealand.

- o) After hours and other administration costs associated with prescriptions. For example, faxing charges incurred between the prescribing doctor, specialist or pharmacy.
- p) Costs associated with additional treatments performed that have not been approved by **us** which are performed along with a treatment approved by **us**.

### 3 The following mechanical tools, aids, appliances:

- a) Mechanical tools as determined by **us**. For example (without limitation): glucometers, blood glucose and ketone meters, insulin pumps, oxygen machines, C-PAP equipment, dialysis equipment, respiratory machines.
- b) Aids as determined by **us**. For example (without limitation): hearing aids, battery operated aids, cochlear implants, pacemakers, defibrillators, personal alarms.
- c) Appliances to assist with mobility as determined by **us**. For example (without limitation): crutches, wheelchairs, walkers, artificial limbs.

These do not include any surgically implanted **prostheses** listed on our **prostheses schedule**.

### 4 The following:

- a) Any injury covered under **ACC** (unless the **ACC top-up** cover applies).
- b) Medicines or pharmaceuticals that are not funded by **PHARMAC** under Sections A to G of **PHARMAC's** Pharmaceutical Schedule, including all medicines or drugs that are listed under Section H of **PHARMAC's** Pharmaceutical Schedule.
- c) Any kind of drug trials or experimental drug treatments in connection with a treatment.
- d) Anything that is not medically necessary, for example (without limitation) hiring a TV, sound system, DVD, video, takeout meals, alcoholic beverages, taxi fares (unless agreed by **us**), other transport costs or any incidental costs.

- e) Anything that is recoverable from a non-insurer third party or under any other contract of insurance except to the extent that the other contract of insurance is exhausted.

## 5 Any treatment or procedure that:

- a) Is experimental or unorthodox in nature.
- b) Uses alternative or complementary medicines or therapies where these products or practices are not part of standard care and conventional medicine.
- c) Is not widely accepted professionally as effective, appropriate or essential based on recognised standards of healthcare in New Zealand specifically for the condition being treated.

## Definitions section

We realise that insurance language can sometimes be difficult to understand, so we have provided the following section to help explain the special meanings of words in the context of this policy. Please read the definitions in conjunction with your policy terms, conditions and exclusions. The words in bold in this policy (and any derivatives) have the following meanings:

| Term                              | Definition  |
|-----------------------------------|---|
| <b>ACC</b>                        | The Accident Compensation Corporation as defined in the Accident Compensation Act 2001 or any successor legislation.  |
| <b>ACC top-up</b>                 | The difference between what <b>ACC</b> pays for a treatment and what the <b>health service provider</b> charges for that treatment.   |
| <b>acceptance certificate</b>     | The most recent document entitled 'acceptance certificate' forwarded to <b>you</b> by <b>us</b> as part of this policy.   |
| <b>activities of daily living</b> | Activities of daily living are: <ul style="list-style-type: none"><li>■ bathing and showering;</li><li>■ dressing and undressing (including grooming and fitting artificial limbs);</li><li>■ eating and drinking;</li><li>■ using a toilet to maintain personal hygiene; and</li><li>■ moving to or from place to place by walking, wheelchair or walking aid.</li></ul> |



| Term                             | Definition   |
|----------------------------------|--|
| <b>approved private hospital</b> | A private hospital, day surgery unit, medical unit, oncology facility or private wing in a New Zealand public hospital that has been approved by <b>us</b> . It does not include a specialist clinic, hospice, nursing home, residential care (long term or age related) or outpatient clinic, even if it is connected in any way with an approved private hospital. |
| <b>acute health condition</b>    | A condition requiring care in response to a sign, symptom, condition or disease that requires immediate or within 48-hour hospital admission for treatment or monitoring.  |
| <b>Breslow Method</b>            | A method of measuring (staging) melanoma.  |
| <b>carcinoma in situ</b>         | Carcinoma in situ is characterised by a focal autonomous new growth of carcinomatous cells, which has not yet resulted in the invasion of normal tissues. 'Invasion' means an infiltration and / or active destruction of normal tissue beyond the basement membrane.  |
| <b>chemotherapy agent</b>        | A chemotherapy drug orally or intravenously administered for the treatment of cancer that is approved and listed on the <b>PHARMAC</b> Pharmaceutical Schedule under sections A to G and meets the <b>PHARMAC</b> funding criteria.  |
| <b>Chief Medical Officer</b>     | <b>Our</b> Chief Medical Officer.  |
| <b>CIN-1, CIN-2, CIN-3</b>       | Cervical Intra Epithelial Neoplasia (CIN). A form of grading cells of the cervix which may indicate cancer.  |
| <b>CK-MB</b>                     | An enzyme that is specific to heart muscle and increases following a heart attack.   |

| Term                               | Definition   |
|------------------------------------|--|
| <b>commencement date</b>           | The 'Original policy commencement date' shown on the <b>acceptance certificate</b> or <b>renewal certificate</b> .   |
| <b>congenital health condition</b> | A health anomaly or defect which is recognised at birth, or diagnosed within four months of birth, whether it is inherited or due to external or environmental factors such as drugs or alcohol.                     |
| <b>consultation</b>                | A necessary meeting with a <b>registered specialist</b> for discussion or the seeking of advice, or conferring to evaluate the medical case and any treatment. A consultation does not include the treatment itself. |
| <b>cycle of treatment</b>          | A prescribed sequential dose of chemotherapy or radiotherapy administered at specified intervals within a planned timeframe.   |
| <b>dependent child</b>             | The <b>insured person's</b> child under the age of 21 years, who usually lives with the <b>insured person</b> or who is a tertiary student. 'Dependent children' has the same meaning.                               |
| <b>diagnostic procedure</b>        | A diagnostic procedure that is named in the <b>diagnostic list</b> for the applicable module.  |
| <b>diagnostic list</b>             | The diagnostic list attached to this policy.   |
| <b>drugs</b>                       | Subsidised prescription medicines as listed on the <b>PHARMAC</b> Pharmaceutical Schedule A to G that meet the <b>PHARMAC</b> approved criteria. This does not include nutrition products or dietary supplements.    |

| Term                           | Definition   |
|--------------------------------|--|
| effective date                 | The date shown on the <b>acceptance certificate</b> or <b>renewal certificate</b> in relation to a particular cover. This is the date when that cover commences for <b>you</b> and any <b>insured persons</b> .  |
| excess                         | The 'Base Cover excess amount' shown on the <b>acceptance certificate</b> or <b>renewal certificate</b> , which <b>we</b> do not pay. It is an amount that <b>you</b> pay.   |
| General Practitioner (GP)      | A doctor registered in terms of the Health Practitioners Competence Assurance Act 2003 (or its successor under any subsequent legislation) and recognised by the Medical Council of New Zealand to practise as a General Practitioner.   |
| health service provider        | Any registered person who holds a current practising certificate in compliance with the Health Practitioners Competence Assurance Act 2003 (or its successor under any subsequent legislation) and is a member of the appropriate registration body e.g. Medical Council of New Zealand, Dental Council of New Zealand, the Nursing Council of New Zealand or the Chiropractic Board in New Zealand. |
| hospitalisation / hospitalised | Admission to a New Zealand <b>approved private hospital</b> for the purposes of: <ul style="list-style-type: none"> <li>■ undergoing a <b>diagnostic procedure</b>; or</li> <li>■ undergoing a <b>surgical procedure</b>; or</li> <li>or</li> <li>■ receiving medical treatment or chemotherapy or radiotherapy treatment approved by <b>us</b>.</li> </ul>  |
| injury                         | External or internal injury caused solely or directly by violent, external or visible means.   |

| Term                           | Definition  |
|--------------------------------|---|
| <b>insured person</b>          | A person named as an 'insured person' in <b>your acceptance certificate</b> or <b>renewal certificate</b> .   |
| <b>join date</b>               | Date when an <b>insured person</b> is added to this policy.   |
| <b>obesity</b>                 | A <b>medical condition</b> in which excess body fat has accumulated to a body mass index (BMI) of 30.00 or more on more than three recordings over a three year time frame. Metric: BMI = kilograms/metres <sup>2</sup> .<br>In the absence of BMI measures being available the <b>Chief Medical Officer</b> reserves the right of decision to accept or decline a claim. |
| <b>partner</b>                 | The <b>insured person's</b> spouse or a person who cohabits with the <b>insured person</b> in the nature of marriage.   |
| <b>PHARMAC</b>                 | The Pharmaceutical Management Agency being a Crown entity established by the New Zealand Public Health and Disability Act 2000 or its successor under any subsequent legislation.   |
| <b>policy anniversary date</b> | The date 12 months after the <b>commencement date</b> and every 12-month anniversary of that date.  |
| <b>policyowner</b>             | The person(s) who is / are named in the <b>acceptance certificate</b> or <b>renewal certificate</b> as 'Policyowner(s)'.<br>The person(s) who is / are named in the <b>acceptance certificate</b> or <b>renewal certificate</b> as 'Policyowner(s)'.  |
| <b>policy year</b>             | The 12-month period that commences on the <b>commencement date</b> and ends at midnight on the <b>policy anniversary date</b> , and each successive 12-month period from <b>policy anniversary date</b> to <b>policy anniversary date</b> .   |

| Term                                  | Definition   |
|---------------------------------------|--|
| <p><b>pre-existing condition</b></p>  | <p>Any sign or symptom of a medical condition or any medical condition that occurs on or before the <b>commencement date</b>, or the <b>join date</b> where an <b>insured person</b> is added to the policy or the <b>effective date</b> when cover has been altered:</p> <ul style="list-style-type: none"> <li>a) which <b>you</b> or any <b>insured person</b> was aware of; or</li> <li>b) of which <b>you</b> and any <b>insured person</b> had the first indication that something was wrong; or</li> <li>c) for which <b>you</b> or the <b>insured person</b> sought investigation or medical advice; or</li> <li>d) where the medical condition, or the sign or symptom of a medical condition, existed that would cause a reasonable person in the circumstances to seek diagnosis, care or treatment.</li> </ul> |
| <p><b>prosthesis / prostheses</b></p> | <p>A surgically implanted artificial replacement of a joint or body part used to restore functionality.</p>  |
| <p><b>prostheses schedule</b></p>     | <p>A list of <b>prostheses</b> covered by <b>us</b> and the specified benefit maximum.</p>   |
| <p><b>Rai</b></p>                     | <p>A system of measuring (staging) chronic lymphocytic leukaemia.</p>  |
| <p><b>renewal certificate</b></p>     | <p>The most recent document entitled 'renewal certificate' forwarded to <b>you</b> by <b>us</b> in relation to this policy.</p>  |

| Term                         | Definition  |
|------------------------------|---|
| <b>registered specialist</b> | A medical practitioner who has trained and specialised in a specific branch of medicine. Any specialist who is a member of an appropriately recognised specialist college and has Medical Council of New Zealand vocational registration in that speciality. For the purposes of this definition it will not include those holding vocational registration for accident and medical practice, emergency medicine, family planning and reproductive health, general practice, medical administration, public health medicine or sports medicine. |
| <b>sum insured</b>           | The total dollar value covered under Module 3: Trauma Cover as shown on the <b>acceptance certificate</b> or <b>renewal certificate</b> for an <b>insured person</b> covered by the lump sum benefit and determined by <b>us</b> .  |
| <b>surgical list</b>         | The surgical list attached to this policy.  |
| <b>surgical procedure</b>    | A surgical procedure that is named in the <b>surgical list</b> for that applicable module.  |
| <b>TNM classification</b>    | A method of measuring (staging) cancer (tumour, node, metastases).  |
| <b>treatment injury</b>      | Means a 'treatment injury' as defined in the Accident Compensation Act 2001 or its successor under subsequent legislation.  |
| <b>troponin</b>              | A protein specific to the heart muscle.   |
| <b>UCR charges</b>           | <b>Our</b> estimate of what are usual, customary and reasonable maximum charges by <b>health service providers</b> based upon a pool of prior claims.   |
| <b>we, our and us</b>        | nib nz limited.   |

| Term                         | Definition  |
|------------------------------|---|
| <b>whole person function</b> | A criteria based on the current edition of the American Medical Association publication entitled 'Guides to the Evaluation of Permanent Impairment' until similar means of measurement have been established by the New Zealand or Australian medical associations that are acceptable to <b>us</b> . |
| <b>you and your</b>          | The <b>policyowner</b> .  |



# Priority Health Business™

## Base Cover: Major Surgical Module

Need help?

Call us on 0800 287 642

Mon to Fri: 8:00am - 5.30pm

Fax us on 0800 345 134

Go to [nib.co.nz](http://nib.co.nz)

Email us at [grouphealth@nib.co.nz](mailto:grouphealth@nib.co.nz)

PO Box 91 630, Victoria Street West, Auckland 1142

