HEALTH INSURANCE POLICY

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1. What are your policy benefits

Your Sovereign health insurance policy can provide financial assistance if you incur major medical expenses. Details of the benefits you have chosen and the names of the people insured for the benefits (called the *life* or *lives assured*) are shown in the schedule. Provided your claim is accepted and subject to clause 7(b), Sovereign will pay the benefits to you as the policy owner, the registered medical practitioner or facility or to your estate. The benefits provided are detailed in the separate benefit sheet.

It is *Sovereign's* normal business practice to review the Absolute Health benefits on a regular basis. This is to ensure it continues to provide cover for current medical treatments for common medical conditions at the time. It is also to ensure the insurance product remains commercially viable for *Sovereign*. A review of the Absolute Health benefits may result in *Sovereign* changing the Absolute Health benefits and updating this policy document accordingly.

The following are examples of circumstances when *Sovereign* may wish to change the Absolute Health benefits for all *policy owners*:

- > To increase the level of Absolute Health benefits under the policy or to add new Absolute Health benefits;
- To move all policy owners to a refreshed policy document with a new drafting style/layout and similar levels of Absolute Health benefits;
- > To allow for an unexpected increase in the type or level of claims that will not be sustainable long term based on the current schedule of premium rates or at any premium rates (uninsurable);
- > To take account of a significantly escalated or new public health threat e.g. a pandemic.

Sovereign will give you at least 30 days' notice of any pending Absolute Health benefit and policy document change. Such notice will include an updated Absolute Health policy document and Absolute Health benefit sheet highlighting any change to the Absolute Health benefits and will confirm the actual date from which the revised Absolute Health benefits and policy changes will take effect. You always retain the right to cancel this policy at any time – see Clause 7 When can your policy be cancelled.

2. Your premiums

a) Premium

To ensure that *your* policy remains in force *you* must pay the *premium* on a regular basis as agreed with *Sovereign*. The initial *premium* is shown in the *schedule*, the first payment of *premium* is due to *Sovereign* on the first *premium* due date, which normally coincides with the *risk* commencement date. The *premium* may change from time to time (as described below) and *you* will need to pay the new *premium* from the next *premium* due date and thereafter. *Sovereign* will advise *you* in writing of the new *premium* at least 30 days before the change takes effect.

b) Method of paying premiums

You must pay all *premiums* to *Sovereign*. *Premiums* can be paid by direct debit, credit card or debit card. *Premium* payments are not effective until after they have been cleared and credited to *our* bank account.

c) What happens if you do not pay the premium on time?

You have 30 days' grace in respect of any premium due. Sovereign will be entitled to cancel your policy by written notice to you at your last known address if a premium remains outstanding 31 days after a premium due date.

If you want to have this policy reinstated, you must write to Sovereign. Sovereign does not have to reinstate this policy but may do so on any conditions it considers appropriate.

If a *premium* is due but unpaid, *Sovereign* shall not consider a claim until the *premium* is paid.

d) Changes in premium amount

It's *Sovereign's* normal business practice to review *premiums* on a regular basis. This is usually done each year on the policy *anniversary date*.

Premium increases will always be applied across a class of business. No increase in *premium* will apply to *your* own policy based on *your* own claims experience.

Premiums for benefits are age related, unless otherwise agreed to by Sovereign. Premiums will increase each year and such premium increases will usually take effect from the anniversary date.

Any policy fee will normally increase each year on the anniversary date in line with the consumer price index.

The other circumstances in which *your premium* will change are when *you*:

- > add or remove optional benefits or adjust the excess; or
- > add or delete a life or lives assured to/from this policy.

3. How to make a claim

For any claim enquiries and prior approval claims, *you* should call the *Sovereign* Claims Hotline on 0800 166 377. A claim form can be downloaded from *Sovereign*'s website (www.sovereign.co.nz).

There are two ways to make a claim:

- you can seek prior approval from Sovereign in accordance with section 3a below and we will arrange to pay the life assured's registered medical practitioner or facilities directly, less any excess; or
- > you can pay for the medical costs incurred yourself and then submit your claim to Sovereign for reimbursement in accordance with section 3b below.

Sovereign strongly recommends that you utilise our prior approval service at all times. This will ensure that Sovereign approves or declines your claim before you incur any costs.

a) Prior approval and direct payment process for claims:

The *policy owner* must comply with the following requirements when seeking *Sovereign's* prior approval and direct payment of any claims:

- Prior approval requests should be made as soon as you are aware of a pending private hospital admission, MRI or CT scan or other specialised imaging procedure. We need a minimum of five working days to process a claim prior to the actual private hospital admission or procedure. Failure to notify Sovereign within the required timeframe may result in a prior approval authorisation being declined or delayed until Sovereign has had the opportunity to fully assess the claim.
- > The policy owner should provide Sovereign with:
 - details of the planned medical treatment or procedure, including an estimate of the cost; and
 - a copy of the registered medical practitioner's
 referral letter and any other relevant clinical notes
 that may be requested by us in order to assess
 that the medical treatment or procedure being
 contemplated is medically necessary and falls
 within the terms and benefits of this policy.
- > Allow Sovereign in its sole discretion to:
 - contact the registered medical practitioner and obtain an estimate of the costs associated with the medical treatment or procedure under the claim:
 - negotiate the proposed costs; and
 - request that a second opinion is sought.

If your claim is approved, Sovereign will allocate a prior approval reference number to the claim and will fax or post to you or the *life assured* a letter confirming that the claim has been approved.

You must ensure that the prior approval number is quoted on all of the invoices/accounts relating to the pre-approved claim that are sent to *Sovereign*.

b) When you pay for treatment yourself and then submit a claim for reimbursement:

You should complete the claim form and send it to us together with the registered medical practitioner's referral letter and/or medical certificate and all of the original receipts and itemised invoices.

For any claim to be admissible regardless of payment method:

- > the medical treatment or procedure must be medically necessary, as evidenced by the registered medical practitioner's referral letter and/or medical certificate and any other documentation requested by Sovereign to satisfy itself that the medical treatment or procedure is medically necessary, and
- > premiums must be fully paid at the time the medical treatment or procedure takes place.

Subject to the terms of this policy, Sovereign will pay all reasonable charges for medically necessary treatment up to the respective maximum cover. If the costs of the medical treatment or procedure are greater than the lesser of the maximum cover or the reasonable charges, the balance of the costs remaining after Sovereign has paid the lesser of the reasonable charges or the maximum cover will be your responsibility.

If this policy is cancelled for any reason and there are outstanding claims relating to any medical treatment, procedure or other event covered under this policy that occurred before the date of cancellation, *Sovereign* must receive the relevant claim forms within 30 days of the cancellation date, otherwise the claim will not be payable.

Sovereign is not under any obligation to consider a claim unless all of the required information is provided to *us.* All claims are paid in New Zealand dollars.

You must submit all claims or all invoices/accounts relating to pre- approved claims to *Sovereign* within 12 months of the *registered medical practitioner* performing the medical treatment or procedure.

4. Claims on other insurers

Where another insurer, including but not limited to *ACC*, may have a responsibility in respect of a claim the following provisions apply:

- It is the policy owner's or life assured's responsibility to advise Sovereign that another insurer is involved in a claim that has been submitted to Sovereign.
- > Before Sovereign accepts a claim under this policy, you must firstly make a claim to other insurers for any expense recoverable from a third party or under any contract of indemnity or insurance. Any expenses recoverable in this way will be deducted from the reimbursement provided by Sovereign under this policy. For the purposes of this policy ACC is defined as another insurer.

5. For claims involving ACC:

- a) It is the *life assured's* or the *policy owner's* responsibility to submit any accident related claim to ACC in the first instance. Where surgery is indicated, the *life assured* or *policy owner* must seek or obtain prior approval from ACC for *private hospital costs*.
- b) In respect of any accident related hospital treatment, Sovereign will not pay for MRI or CT scans or other specialised imaging procedures required within seven days of the injury occurring.
- c) If, due to the policy owner's or life assured's failure to comply with ACC's requirements, ACC refuses to cover the claim or ceases claim cover, the policy owner or life assured will be deemed by Sovereign to not have made a reasonable effort to secure cover and will therefore be ineligible to claim under this policy.

- d) If ACC declines cover for private hospital treatment of an accident related condition, Sovereign reserves the right to insist that the policy owner or life assured applies to ACC for a review of that decision before Sovereign accepts any claim. Where ACC reverses a decision for a previously declined claim, Sovereign reserves the right to seek reimbursement from ACC or the policy owner of any related claims paid by Sovereign.
- e) Where ACC agrees to contribute to the policy owner's or life assured's private hospital costs, Sovereign may cover additional costs up to the reasonable charges or as specified in the benefit sheet.
- f) Sovereign will not be liable for any additional costs where a lead care provider of ACC is used to provide private hospital medical treatment or procedures.

6. How can you amend your policy?

a) Adding family members

You may apply to Sovereign in writing to extend cover under this policy at any time to include:

- > the policy owner,
- > the spouse or de facto partner of the policy owner,
- > any child under the age of 21.

Sovereign is not under any obligation to add any additional *life assured* unless we are satisfied that the *life assured* is in good health.

Children are automatically covered under this policy for the first three months after being born. For a *child's* cover to continue after the first three months, *you* must advise *us* in writing of the *child's* name, date of birth and gender. If *you* provide these details to *us* within this three month period, the *child* will automatically be accepted for cover under this policy without the need to provide evidence of good health. Details received outside this period will result in the *child* having to be medically assessed.

If a *child* is added to *your* policy and the *child* is the first *child* to be covered under this policy, a *premium* increase will be required. No *premium* increase will be necessary if one or more *children* are already covered under this policy.

If an additional adult is added then the appropriate *premium* will need to be calculated and paid. The additional adult will need to provide evidence of good health.

b) Removing a family member/dealing with adult dependent children

Under normal circumstances *children* listed on the *schedule* are covered until the first *anniversary date* after their 21st birthday. You will receive written notification from *Sovereign* advising *you* that a *child*'s cover under this policy is soon to expire prior to that *anniversary date*.

On reaching the age of 21 each *child* covered under this policy can elect to purchase their own policy from the range of policies being offered at that time by *Sovereign* to retail

customers. The *child* must make written application to *Sovereign* within three months after the *anniversary date* following his/her 21st birthday to be able to purchase the policy without providing evidence of good health.

If a *child* insured under the policy has reached the age of 21 and is a *dependent*, then *you* can apply to have them remain on this policy until the *anniversary date* following his/her 25th birthday. *Sovereign* may request *you* to provide proof to establish that a *child* insured under this policy is a *dependent*. *You* will be charged the appropriate age related *premium* for each *dependent*. On reaching the age of 25 each *dependent* can elect to purchase their own policy from the range of policies being offered at that time by *Sovereign* to retail customers. The *dependent* must make written application to *Sovereign* within three months after the *anniversary date* following his/her 25th birthday to be able to purchase the policy without providing evidence of good health.

You may remove any *life assured* under this policy with effect from an *anniversary date*. You must advise *us* that *you* wish to remove a *life assured* from this policy at least 30 days before the applicable *anniversary date*.

c) Adding or removing optional MajorCare benefits or adjusting your excess

You may make a request to Sovereign in writing to add or remove the optional benefits specified in the benefit sheet or to change the excess.

Sovereign is not under any obligation to agree to any optional benefit addition or removal or change to the excess unless we are satisfied that the *life assured* is in good health. The *life assured* may be required to provide further health information before an optional benefit is added or removed or change to the excess is made.

Any optional benefit addition or removal or change to the excess may result in a change to *your premium*.

Any change to *your premiums*, benefits, or *excess* will start from the date notified to *you* by *Sovereign* in the applicable policy endorsement.

7. When can your policy be cancelled

a) When can you cancel your policy?

If for any reason you are not happy with your policy, you may return it to us within 15 days from the date your policy document is received. You will be deemed to have received your policy document three days after postage from Sovereign. In such cases Sovereign will promptly refund any premiums paid under your policy provided that no benefits have been paid or any claim has been made. Alternatively, changes to your policy may be made and a replacement policy document issued.

You can cancel your policy at any other time by giving Sovereign notice in writing. If you have elected to pay premiums less frequently than monthly, we will refund any part of a premium already paid for this policy to cover any

period of more than one month beyond the date of cancellation (being the date *we* receive the cancellation notice). Otherwise, *we* do not have to refund any *premiums* or part of *premiums* already paid.

As there are annual benefit entitlements within *your* policy, *you* may, at *Sovereign's* discretion, remain liable to pay any *premium* due on this policy through to the next *anniversary date*.

From (and including) the date that *Sovereign* receives notice of cancellation of *your* policy, *you* will not be entitled to any benefits under this policy, other than for any covered event occurring before the date of cancellation, unless otherwise agreed and confirmed in writing by *Sovereign*.

b) When can Sovereign cancel your policy?

If you or a life assured has:

- > failed to disclose all *material* information to *us* prior to inception, variation or reinstatement of this policy; or
- made a statement on the faith of which this policy was issued, renewed, varied or reinstated, that was, in terms of the Insurance Law Reform Act 1977:
 - material, and
 - substantially incorrect, and
 - for a life policy made either
 - fraudulently; or
 - within the period of three years immediately preceding the date on which the policy is sought to be avoided or the date of death of the *life* assured, whichever is earlier.

Sovereign may, at its complete discretion, either:

- > avoid from inception your entire policy (this means this policy is deemed never to have existed); or
- > avoid from inception any individual benefit(s) provided by your policy (this means the individual benefit(s) are deemed never to have existed); or
- > alter the terms upon which cover is provided under your policy (and if we choose to alter the terms of your policy we may do so effective from the risk commencement date); or
- > remove from inception any *life* assured from this policy (and for the avoidance of doubt this policy will remain in force for the remaining *lives* assured).

If this policy or any benefit provided by this policy is avoided from the inception, or any *life assured* is removed from this policy, *you* will forfeit and *we* will be entitled to retain all *premiums* paid in relation to the benefit, policy or *life assured*.

Sovereign will cancel this policy and decline liability in respect of any claims made under this policy if you, a life assured, or anyone acting on your behalf makes a claim under this policy that is false or fraudulent in any respect. In the event that a false or fraudulent claim is established

after payment of the claim, all amounts paid in relation to the false or fraudulent claim must be repaid by *you* to *Sovereign* upon demand.

Sovereign can cancel this policy if a *premium* has not been paid within 31 days of the *premium due date*.

8. Important information

Your Sovereign MajorCare policy is classified as a *term life* insurance policy.

a) What forms part of this policy contract?

All the terms of this policy are contained in and based on:

- > This policy document including the benefit sheet, schedule and any alterations made to this policy document, the benefit sheet or schedule as permitted under this policy.
- > Any application forms and declarations made by *you*, at any time, concerning this policy.
- > All statements which a *life assured* has made to *Sovereign*.
- Any provisions which any legislation states must be included in this policy, unless those provisions can be contracted out of, in which case they are not included.

Nothing else forms part of this contract.

b) Law or Government Authority changes affecting Sovereign or this policy

If changes in the law occur after the *risk commencement* date and *Sovereign* believes on reasonable grounds that those changes will affect:

- > Sovereign's liability for tax; or
- > The tax treatment of any *premiums* payable or claims receivable in respect of the policy (such as GST); or
- > The way in which the policy works or the amount which can be paid under benefits;

then *Sovereign* can change the provisions of the policy (including the *benefit sheet, schedule* and *policy illustration*) but only to take into account the effect of the law change.

c) Policy subject to laws of New Zealand

The laws of New Zealand govern this policy, which has been issued in New Zealand.

d) New Zealand Cover

Unless otherwise stated, this cover only applies while the *life* assured is in New Zealand.

e) Notices

When you write to Sovereign about this policy, you must send all correspondence to Sovereign's head office in New Zealand or to a substitute address provided to you by Sovereign. The mailing address for Sovereign's head office is:

Freepost Sovereign Private Bag Sovereign Victoria Street West Auckland 1142

The street address for Sovereign's head office is:

Sovereign Assurance Company Limited Sovereign House 74 Taharoto Road Takapuna Auckland

If more than one person owns this policy, all of the *policy* owners must sign any correspondence sent to *Sovereign*. However, *Sovereign* will not be liable to any *policy owners* if we act on correspondence signed by one or more, but not all, of the *policy owners*.

Sovereign is not bound by anything contained in a letter or notice you send unless we actually receive the letter or notice at Sovereign's address.

When *Sovereign* writes to *you* about this policy, *we* will send the letter or notice to the address for the policy owner shown in the *schedule*, or a substitute address that *you* have given to *us*.

You must immediately notify Sovereign of any changes to your postal or residential address. Every notice required to be given to you by Sovereign shall be deemed to be delivered three days after having been posted.

f) Transfer of ownership

You may assign your policy to your spouse or de facto partner at any time by completing the transfer of ownership form printed at the back of this policy. A trust or trustee cannot own this policy. To be valid the assignment must be registered with *Sovereign*. No charge is payable in respect of an assignment of this policy.

g) Information about your policy

Shortly before each *anniversary date*, *Sovereign* will send *you* a letter containing information about *your* policy.

h) No surrender value

This policy does not participate in the profits of *Sovereign*. This policy has no surrender value or cash value if it is cancelled.

i) Suspension of cover

You may write to *Sovereign* requesting suspension of cover under this policy for the following reasons:

- > a life assured is traveling overseas for a period of two to 12 months: or
- > a *life assured* is registered as unemployed for a period of two to six months.

Sovereign will require evidence of overseas travel or unemployment before agreeing to a suspension of this policy. No premiums will be payable and no cover will be provided

under this policy during the period of suspension. Cover under this policy will be reinstated as long as *premiums* recommence when the overseas travel or unemployment ends or within the maximum time allowances, whichever comes first.

During the term of this policy, the total suspension period is a maximum of 12 months for overseas travel and a maximum of six months for registered unemployment.

j) How do you make a complaint?

Complaints by *policy owners* to *Sovereign* must be made in writing to the address specified in Section 8e or a substitute address provided by *Sovereign*. If the *policy owner* is not satisfied with the outcome of the complaint they have the right to refer the complaint to the Insurance and Financial Services Ombudsman (www.ifso.nz). The Ombudsman can only deal with a complaint after *Sovereign's* internal complaints procedure has been exhausted and a letter acknowledging this has been sent to the complainant.

9. Key terms

In this policy the following words have defined meanings:

ACC The Accident Compensation
Corporation of New Zealand or its

successor.

anniversary date

The anniversary of the *risk* commencement date of this policy.

benefit sheet

The most recently updated *benefit sheet* issued by *Sovereign*, which forms part of this policy and explains the benefits payable.

child/children

Any birth *child/children* or *child/children* under legal guardianship of:

> the policy owner, or

the spouse or de facto partner of the policy owner (if that person is a

life assured).

consumer price index

procedure

The consumer price index (all groups) issued by the New Zealand Government Statistician or any index which may replace that index.

cosmetic

Any procedure, surgery or treatment that is carried out to improve or enhance appearance or improve psychological wellbeing.

day stay clinic

A surgical centre or clinic, approved by *Sovereign*, where minor surgery is carried out and where patients are not required to stay overnight.

dental appliance

A device to repair teeth or replace missing teeth.

dental practitioner

A recognised health professional, who is registered with the Dental Council of New Zealand (or its successor)

dependent

Any child aged between 21 and 25 years, who is financially dependent on the policy owner and/or the life assured (for example, a financially dependent 22 year old attending a full time tertiary course).

excess

The amount, if applicable, which will be deducted from claims submitted prior to benefits being paid under this policy. This is the amount *you* are responsible to pay directly to the

registered medical practitioner. Any excess amount applicable to your coverage will be indicated on the schedule.

fraudulently

A statement is made fraudulently if the person making the statement makes it;

- > Knowing it is incorrect; or
- > Without belief in its correctness; or
- Recklessly, without caring whether it is correct or not.

government authority

A Government agency, department or organisation including, without limitation, *ACC* and Work and Income New Zealand.

immediate family

Means the eligible *life assured's* partner (spouse, civil, or de facto) and any birth *child* or *child* under legal guardianship of the *life assured* and/or the *life assured's* partner.

life / lives assured The *life* or *lives assured* listed in the schedule.

material

A statement is *material* only if that statement would have influenced the judgment of a prudent insurer in fixing the *premium* or in determining whether he/she would have taken or continued the risk upon substantially the same terms.

maximum cover

The maximum amounts payable by Sovereign as set out in the benefit sheet.

medically necessary

A service or supply furnished by a registered medical practitioner is medically necessary if Sovereign determines that it is necessary for the diagnosis, care or treatment of the disease or illness involved. In no event will the following services or supplies be considered to be necessary:

- those that do not require the technical skills of a medical professional;
- > those furnished mainly for the personal comfort and convenience of the person;
- > those furnished solely because the person is an inpatient.

funded by the New Zealand oral surgeon A registered medical practitioner who Government or any of its agencies. is registered to perform complex oral surgery. reasonable charges pre-existing Any disease, injury or medical condition condition for which, prior to becoming covered under this policy, the life assured experienced a symptom, consulted a registered medical practitioner, received treatment or services from a registered medical provided. practitioner, or took prescribed drugs and medicines. registered medical policy fee The administration fee charged by practitioner Sovereign detailed in the policy illustration policy The Sovereign illustration enclosed illustration with and forming part of this policy assured. document. registered policy owner, The policy owner listed on the nurse schedule. you, your and vourself 1977. policy year The period from the risk risk commencement date to (but commencetakes effect. excluding) the first anniversary date or ment date from an anniversary date to (but excluding) the next anniversary date. routine Any preventative treatment, health premium(s) The amount payable by you to screening Sovereign under this policy as detailed in the schedule comprising the cost of the benefits chosen by you plus the symptoms. policy fee, if any as detailed in the schedule. schedule The date on which the premium is premium due date payable under the policy, as agreed with Sovereign. Sovereign,

private hospital A Sovereign approved privately owned hospital which is licenced as a private hospital in accordance with the Health and Disability Services (Safety) Act

2001.

prostheses The artificial parts used to replace

bodily parts when specific types of

surgery are undertaken.

public hospital A hospital service or institution

licenced in accordance with the Health and Disability Services (Safety) Act 2001 directly or indirectly owned or

Charges for medical treatment that are

determined by Sovereign in its sole discretion to be reasonable and within a range of fees charged under similar circumstances by persons of equivalent experience and professional status in the area in which the medical treatment is

A healthcare provider, other than you or a member of your immediate family, who is registered and practicing as a medical practitioner in New Zealand and who is approved by Sovereign to provide healthcare services to Sovereign, its policy owners and lives

A person registered as a nurse (whether as a comprehensive nurse, or a general nurse, or otherwise), or as a midwife, under the Nurses Act

The date that cover under this policy

surveillance testing, or investigative procedures performed by a registered medical practitioner where the policy owner or life assured has no medical

The latest (in time) schedule of policy details including endorsements that forms part of this policy document.

we, our or us

Sovereign Assurance Company Limited.

Sovereign criteria

A set of criteria Sovereign uses to consider and approve chemotherapy or radiotherapy treatments under the Medical hospitalisation in a private hospital benefit in order to ensure the treatment falls within reasonable charges.

The criteria is determined by:

> Whether the medicine is recommended for public funding by the Pharmaceutical

Therapeutics Advisory Committee (or its successor);

- > The medical advice of the treating oncologists;
- > International evidence of clinical effectiveness;
- Other factors that Sovereign reasonably assesses as relevant.

specialist

A Sovereign approved registered medical practitioner who is qualified in a specialist field of medical or surgical practice and is registered as a specialist with the New Zealand Medical Council.

substantially incorrect

A statement is substantially incorrect only if the difference between what was stated and what is actually correct would have been considered *material* by a prudent insurer.

term life insurance policy

A policy as defined in Section 45 of the Securities Regulations 2009, as amended or replaced, that is not a security or a life insurance policy for the purposes of the Securities Act 1978, as amended or replaced.

