

# CONDITIONS OF MEMBERSHIP

Effective from 1 January 2019



## 1. APPLICATION FORM

- i) To make an application for *Membership* and cover, applicants must complete a current *UniMed* Health insurance application form containing the health declaration.
- ii) *UniMed* may refuse to accept any application without giving a reason for such refusal.
- iii) Each *Member, Partner* or *dependent* must be a *Resident of New Zealand*.
- iv) Each *Member* and *Partner* must be 18 years of age or over at the time of the application for cover.
- v) Each *Member, Partner* or *dependent* must apply to be on the same *Plan*, and remain on the same *Plan* for the duration of the *Membership*.

## 2. INTERPRETATIONS/DEFINITIONS

These are used in *your policy*, including the Conditions of Membership, *Membership Certificate* and the *Benefit Schedule*. Please refer to the Glossary of Terms at the rear of this document.

## 3. MEMBERSHIP COMMENCEMENT DATE OR MEMBERSHIP START DATE

This is the date the application of membership was accepted by *UniMed* and is shown on *your Membership Certificate*. This date is ordinarily the anniversary date of the *policy*, however in selected *group insurance schemes* the anniversary date will be the anniversary date of the commencement of the *group's insurance scheme* with *UniMed*.

## 4. COVER AND COVER START DATE

- i) In order to have cover, you must be and remain a *member of UniMed*.
- ii) In consideration of *you* having paid or agreed to pay a joining fee (the amount of which is as determined by *UniMed* from time to time) and the required *premium*, *UniMed* agrees to provide *you* with cover for *eligible healthcare services* in the manner and to the extent set out in the applicable parts of *your policy*.
- iii) Levels of reimbursement, including maximum and minimum benefit limits and excesses, if applicable, are those stated on *UniMed's plans* as subscribed to at the time the costs were incurred in respect of the *eligible healthcare services*.
- iv) The *eligible healthcare services* which are the subject of any claim must be used or received during the *Insurance Year*.
- v) *You* may make claims only for *eligible healthcare services* which *you* personally use or receive, and not which someone named on *your policy* uses or receives. The benefits under *UniMed's plans* are personal to each person on the *policy* and may not be given, assigned or transferred to other persons named on the same *policy*.
- vi) The Cover Start Date is the date from which claims are payable by *UniMed* and is shown on *your Membership Certificate*. Where *your Membership Certificate* is re-issued because a change is made to *your policy*, this date will change.
- vii) Subject to clause 6, there is no cover in respect of any conditions arising, or any *healthcare services* used or received prior to the Cover Start Date of *your policy*.
- viii) Where *you* are in a *group insurance scheme*, cover may be subject to additional terms and conditions under the *group insurance scheme*, as negotiated with *UniMed*. Such terms and conditions form part of *your policy*.

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## 5. NO CLAIM PERIOD (STAND DOWN PERIOD)

- i) Cover starts three months after the membership commencement date or membership start date unless otherwise agreed to by *UniMed* in writing and confirmed on *your Membership Certificate* (this is known as the No Claim Period).
- ii) A No Claim Period of three months will also apply to any other person who may at a later date be added to *your policy* unless otherwise agreed to by *UniMed* in writing.
- iii) Where any condition affecting the health of you or any person added to *your policy* arises for the first time during the No Claim Period, you shall immediately notify *UniMed*. *UniMed* will then determine whether or not the condition will be accepted for cover, or accepted for cover subject to limits, or excluded for a defined period or for the term of the *policy*.

## 6. PRE-EXISTING CONDITIONS

- i) A pre-existing condition is a health or medical condition that was in existence on or before the person's Cover Start Date.
- ii) At that time the person: -
  - (a) may have known of the condition; or
  - (b) may not have known of the condition, but did know of a health history or symptoms which could have indicated the possible existence of the condition to a medical practitioner; or
  - (c) may not have known of either.

The outcome of any claim will depend on which of the three categories applies.

- iii) If Category 6ii(a) applies: -
  - (a) A failure to have declared the condition will mean there is no cover for that condition and, further, perhaps no cover under the *policy* at all.
  - (b) To have declared the condition will mean there is initially no cover for that condition, but *UniMed* may accept the condition for cover, or accept it subject to limits, or exclude it for a defined period or for the term of the *policy*. Any variations/exceptions will be detailed in the *Membership Certificate*.
- iv) If Category 6ii(b) applies:-
  - (a) A failure to disclose the history or symptoms will mean there is no cover for that condition and, further, perhaps no cover under the *policy* at all.
  - (b) To have disclosed the history or symptoms will mean *UniMed* will determine whether any cover will be offered in the circumstances. *UniMed* may accept the condition for cover, or accept it subject to limits, or exclude it for a defined period or for the term of the *policy*.
- v) If category 6ii(c) applies, there will be cover for that condition, irrespective of it being a pre-existing condition (provided it is otherwise covered by the *policy*).

## 7. DUTY OF DISCLOSURE

- i) It is extremely important to have given careful thought to *your* health history and current wellbeing, (and that of all other persons covered by the *policy*) and to let *UniMed* know of anything which may later be seen to have derived from or to have indicated the presence of a condition which was in existence at the time you sought cover by *UniMed* even though you did not know it, or which may otherwise increase the risk of insuring you. If in doubt as to whether something is relevant as history or is a symptom of anything, you should disclose it and leave *UniMed* to determine the significance of what you have disclosed.
- ii) The obligation to notify *UniMed* set out in clause 7i) is a continuing one. It applies both before the *policy* commences and afterwards, including at the time of each renewal or variation of the *policy*.
- iii) If after applying for cover you realise there was further information you should have given at the time of applying for cover, you may remedy that by supplying the further information within 7 days of the date of receipt of the *Membership Certificate*, in which event your application will be reprocessed without the earlier omission being held against you.
- iv) If you or any other person detailed on the *Membership Certificate* fail to disclose any material information *UniMed* may void the *policy* from the commencement date and not pay any claims. *UniMed* may retain all premiums paid and any claims paid may be recovered from the member.

## 8. LOYALTY BENEFITS

- i) *Loyalty Benefits* are provided for members to recognise their length of continuous membership in the same plan.
- ii) Each specific benefit in the *Loyalty Benefits* section of the various plans specifies a qualifying time (that is, the length of continuous membership in the same plan) which is required prior to the listed benefits being available.
- iii) *Loyalty Benefits* apply to all pre-existing conditions which *UniMed* accepts for cover (standard *Loyalty Benefits* exceptions being, cardiovascular/vascular surgery, joint replacement surgery, pre-cancer/cancer and accident conditions) unless excluded elsewhere in the Conditions of Membership.

## 9. NOT INCLUDED IN COVER

There is no cover and no claim will be accepted for, or in association with, or as a consequence of, the following unless specifically provided for in *UniMed's* various Plans: -

- Accommodation costs for non-patients whilst accompanying patients in hospital.
- Acupuncture other than that performed by a *Registered Medical Practitioner*.
- Aged care, respite care, convalescent care, disability support services, and long term care, including hospitalisation in the

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- hospital section of a long term care facility.
- Any medical costs declined by ACC if the injury is caused by an accident outside New Zealand.
- AIDS or HIV infection or any condition arising from the presences of AIDS or HIV infection.
- Any costs not specifically provided for under a benefit section contained in the *Chosen Plan*.
- Any expense recoverable from a third party under any contract of indemnity or insurance or any statutory scheme.
- Any cost or expense incurred whilst the *Member* is using or receiving *healthcare services* in the context of the *public health system*.
- Any health condition not registered with the Ministry of Health as a disease entity.
- Any medical costs incurred outside New Zealand.
- Any *healthcare service* included in the *List of Non-Approved Healthcare Services*, or not otherwise approved by UniMed in its sole discretion.
- Surgical or medical *appliances* or equipment including diabetic monitoring equipment and/or lost *appliances*.
- Breast reduction procedures performed for any reason.
- Chelation therapy or similar *healthcare services* as defined by *UniMed*.
- *Chronic Conditions*.
- Cochlear implants.
- *Congenital Conditions*.
- *Developmental Conditions*.
- Contraception of any kind, except Mirena when used for medical reasons and approved by us in advance of *healthcare services*.
- *Cosmetic services*.
- Pre-senile dementia.
- Dental Care including Oral Surgery including conditions arising out of the neglect of dental health. Orthodontic, endodontic, orthognacic and periodontal *healthcare services*.
- Congenital deformities or abnormalities of the facial skeleton and associated structures.
- Implantation of teeth and/or titanium teeth implants.
- Ailments solely or partially attributable to the use of non-prescription drug(s).
- Any *healthcare services* for disability or illness arising from misuse or abuse of alcohol and drugs, whether prescribed or recreational.
- Fees charged for non-attendance at an appointment with a *healthcare service* provider or with a *healthcare service*.
- Gender reassignment.
- Gynaecomastia.
- *Health surveillance testing* and screening.
- *Healthcare services* in respect of infertility including diagnostic testing.
- Self-inflicted injuries or illnesses.
- Injury or disability suffered as a result of terrorism, 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.
- Labiaplasty.
- Laser treatment of skin lesions.
- *Mole Mapping* and other *healthcare services* to monitor skin cancers and lesions.
- *Healthcare services* in respect of obesity including medical/surgical treatment indirectly attributed to obesity.
- New medical procedures and technologies that have not been approved by *UniMed*.
- Prophylactic *healthcare services*.
- Organ donation or receipt.
- Orthodontic and periodontal *healthcare services* including surgery designed to assist or allow the implementation of orthodontic *healthcare services*.
- All conditions of, or as a consequence of, and/or associated with pregnancy and childbirth.
- Preventative medicine and vaccinations.
- Psychiatric and/or psychological *healthcare services* or counselling including Attention Deficit Disorder (A.D.D & A.D.H.D).
- Renal dialysis, blood products, Continuous Ambulatory Peritoneal Dialysis (CAPD), and specialised transfusions of blood/blood products.
- Stem cell transplants.
- Fecal transplants.
- Senile conditions with dependency, including geriatric hospitalisation and residential care (even for respite periods).
- Sexually transmitted diseases.
- Refractive Surgery for the correction of short sight or long sight including astigmatism.
- Surgically implanted lens(es) other than monofocal lens(es).
- Any investigation and/or treatment for sleep disturbance, snoring, or obstructive sleep apnoea.
- Robotically assisted surgery.
- *Healthcare services* undertaken as a result of a greater genetic predisposition to a medical condition, whether a genetic marker has been indicated or not, except where there are signs and symptoms of the medical condition already being present.
- Intra-ocular injections of any kind.
- Sterilisation or reversal.
- Television, telephone and/or any personal incidental expenses incurred whilst in hospital.
- Any travel costs incurred for the purposes of using or receiving *eligible healthcare services*.
- Treatment for a condition in which in the opinion of *UniMed's Medical Referee* is not *detrimental to health*.
- *Healthcare services* which in the opinion of *UniMed's Medical Referee* are not *medically necessary* including but not limited to practises which are experimental, unorthodox and not widely accepted as effective, appropriate or essential according to the recognised standards of the medical speciality involved.

For the avoidance of doubt, clause 9 applies to both private insurance and to *group insurance schemes* alike.

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## 10. ACUTE SECONDARY CARE

No claim will be accepted under any *benefits* section in the *Plans* for *secondary care* relating to *acute eligible healthcare services* other than as specifically provided for under the 'Acute Private Hospitalisation Medical/Surgical Grant' as contained in the various *Plans*.

## 11. INJURIES COVERED BY ACC

- i) There is no cover for the costs of *healthcare services* or *secondary care*, whether in full or part, required as a result of *personal injury* or *work-related personal injury* by *accident* covered by ACC, and whether occurring before or after the Cover Start Date. The only exception is where an "ACC top up benefit" is included in the *member's Chosen Plan*.
- ii) Where ACC has declined a *member's* claim for *personal injury* or *work-related personal injury* by *accident* there is also no cover. However:
  - a. Upon provision of written evidence of ACC declining payment together with a copy of its reasons for doing so, *UniMed* may at its sole discretion and on a one-off basis, either assist with the total cost of the relevant *eligible healthcare services* to the limits of the *member's Chosen Plan*, or pay the difference between the actual costs of the *eligible healthcare services* to the limits of the benefits applicable to the *Chosen Plan* less what ACC would have paid had ACC accepted the claim.
  - b. *UniMed* reserves the right to apply to ACC or any competent tribunal or court for a review or appeal of ACC's decision on the *member's* behalf and, if required by *UniMed*, the *member* shall co-operate with *UniMed* and do all things necessary to enable *UniMed* to do so.
  - c. For the avoidance of doubt, this clause 11(ii) does not give a *member* any right or entitlement to cover in cases to which it applies.
- iii) Where ACC declines to provide any entitlement under section 117(3) of the Accident Compensation Act 2001 (or any amendment thereto) for any of the reasons set out in that sub-section (including *your* failure to comply with any requirement of the Act relating to *your* ACC claim), or *you* are outside time to apply for a review or appeal of ACC's decision for any reason, *you* will be deemed by *UniMed* to not have made a reasonable effort to secure ACC cover and therefore be ineligible to claim on *your policy*.
- iv) Pre-existing *personal injuries* or *work-related personal injuries* do not qualify for *Loyalty Benefits* as contained in some *Plans*.

## 12. PREMIUMS

- i) Membership of *UniMed* is on an annual basis and *premiums* are payable in advance; *UniMed* may by arrangement accept payment of the annual *premium* at other frequencies as agreed to by *UniMed*.
- ii) The maintenance of *membership* and cover is conditional upon the payment of the joining fee and the continual payment of all *premiums* as they fall due.
- iii) Claim payments may be withheld by *UniMed* in the event that there are arrears of *premium* pending the arrangement of a mutually acceptable basis for the payments to *UniMed* for such arrears.
- iv) Responsibility for ensuring that *premiums* are kept current rests solely with the *member* and *membership* will be terminated in the event that the *member* fails to pay any *premium* within three months of the due date. This is so irrespective of whether or not the *member* is in a *group insurance scheme* and *premiums* are paid in whole or part by the *member's* employer on behalf of the *member*.
- v) As a means of settling arrears, *UniMed*, at its absolute discretion, reserves the right to deduct from claim proceeds any amount of *premiums* which may be outstanding at the time of the claim being approved.
- vi) *UniMed* can alter the schedule of *premium* rates (including the ages at which the *premiums* automatically increases), or the benefits provided under any *plan*, at any time by giving *you* 30 days prior written notice of the fact of the changes to *your* last known *address*.

## 13. TERMINATION, ABEYANCE AND MOVING OVERSEAS

- i) The *member* may terminate their *membership*, and thereby their *policy*, at any time upon giving one month's notice in writing to *UniMed*. Where the *member* is in a *group insurance scheme*, and the *group insurance scheme* terminates, the *membership* and *policy* of the *member* shall terminate at the same time.
- ii) *UniMed* may cancel *membership* in terms of the *Rules of UniMed*.
- iii) Any *premium* paid in advance will be refunded to the *member* on a pro rata basis from the date of termination providing a claim has not been lodged for the *insurance year* from which the refund will be calculated.
- iv) Following termination, cover is unable to be reinstated. Individuals may at a subsequent time apply to *UniMed* for *Membership* and a *policy* by completing a new health insurance application form which will be processed for underwriting approval.
- v) *UniMed* recognises that a *member's* personal circumstances may change. If a *member* is made redundant from their employment and uncertain of their ability to continue paying *premiums*, the *policy* may be put into abeyance. If a *member* goes overseas temporarily during their *Membership*, there are options available for continuing or terminating the *policy*. *UniMed* has particular policies on these matters, which vary from time to time. Full details are available upon enquiry.

## 14. CLAIMS PROCEDURE

- (a) General
  - i) All claims must be lodged promptly after a *member* uses or receives the relevant *eligible healthcare services*, but at least within 15 months of the date they are used or received.
  - ii) Claims must be submitted on the prescribed claims form, which may be varied by *UniMed* from time to time.

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iii) All claims need to be supported by appropriate evidence as *UniMed* may require. You must give a description of all the reasons for using or receiving the *eligible healthcare services*, the nature and extent of these, the date of use or receipt, and all medication required on the form. You must state if the *eligible healthcare services* were *accident* related. The claims form must be accompanied by receipted itemised accounts showing the name of the relevant provider and the patient concerned. It is preferable that originals are provided, although photocopied or scanned and emailed copies are acceptable. EFTPOS or credit card receipts do not qualify for reimbursement.

(b) Private Hospital Admissions

Unless specifically provided for in *UniMed's* various *plans*:-

- i) Upon becoming aware that any person named on *your policy* may need to make a claim for a hospital admission under *your chosen plan*, you must immediately notify *UniMed's* Membership Services or Claims Team (Toll free 0800 600 666) of all relevant details. Failure to provide notification at the earliest opportunity may prejudice *your* ability to claim for the proposed *eligible healthcare service* in the timeframe *you* would like.
- ii) Payment is limited to the lesser of the benefit levels of *your chosen plan* or the *usual and customary charges* for the relevant *healthcare service* at the time the service is used or received. This means *UniMed* may negotiate with *your* nominated service provider(s) or recommend alternative service provider(s) if the estimated cost received from *your* chosen provider(s) is above *usual and customary* levels.
- iii) You may then either retain *your* original service provider(s) and pay the difference in costs above those deemed to be *usual and customary* or alternatively transfer the relevant *healthcare service* to the provider (s) willing to provide the service within *usual and customary* cost levels.
- iv) *UniMed* has the right to decline a claim for an *eligible healthcare service* in a private hospital where it is established that the *eligible healthcare service* was available in a hospital in the *public health system* within a reasonable timeframe, according to the sole opinion of *UniMed's* medical referee.

## 15. COVER FOR PARTICULAR BENEFITS

- i) Unless otherwise specified, only those drugs listed on the *Pharmac Schedule* and prescribed by a *Registered Medical Practitioner* will be accepted for reimbursement up to the stated prescription limits.
- ii) Oral Surgery Benefit. For a claim to qualify under this benefit *surgery* must be performed by a *Registered Oral Surgeon*. This benefit section excludes cover for the extraction/surgical removal or implantation of teeth or for normal dental *healthcare services*.
- iii) Where a series of *surgical procedures* or *healthcare services* is required, or expected to be required, over a period of up to 12 months to address the same medical or health condition, *UniMed* may, at its sole discretion, treat all those *surgical procedures* or *healthcare services* as a single claim or admission. This applies to both benefit limits and excesses payable.
- iv) Lithotripsy *healthcare services* are accepted in qualifying cases to maximum limits as set down by *UniMed* in its various *Plans*. Should a claim be settled under this benefit, the *member* forfeits any further rights of entitlements under the Lithotripsy Benefit or under any other Hospital Schedule Benefit for a period of five (5) years in connection with the same or similar medical condition.
- v) Sclerotherapy or endovenous laser ablation: if performed by a *Registered Medical Practitioner*, this *healthcare service* will be accepted for cover under the Private Hospitalisation Surgical section, provided that prior to *surgery* taking place, a written report is received from a *Specialist Vascular Surgeon* advising that this *healthcare service* is a viable alternative to *surgical* intervention for a vascular condition which in the opinion of the *Specialist Vascular Surgeon* is at a stage of requiring *surgical* intervention. In all other instances sclerotherapy or endovenous laser ablation is excluded from cover.
- vi) Any *healthcare service* costs incurred at a facility in the *public health system* which are either directly or indirectly controlled by a District Health Board or any future controlling authority are excluded from cover.
- vii) In order to mitigate conflict of interest, *UniMed* has the right to decline a claim where you are initially seen and assessed in the *public health system* by a *Registered Medical Practitioner*, and are subsequently seeking continuation of the relevant *eligible healthcare service* by the same *Registered Medical Practitioner* privately, and you then make a claim on your *policy* in respect of the *eligible healthcare service* used or received.

## 16. GENERAL

- i) *Your* application for cover by *UniMed* is also an application for *membership* of *UniMed* itself. All *members* are bound by and therefore subject to the *Rules of UniMed*. These Rules may change from time to time in accordance with the powers of amendment they contain. The *member* will be deemed to have been notified of any amendment to the Rules once the amendment becomes effective in accordance with procedures contained in the Rules. A copy of the current Rules is available from *UniMed* on application.
- ii) All *members* are also bound by the Conditions of Membership as they relate to the various *plans* offered by *UniMed*. The Conditions of Membership and the *Benefit Schedule* are subject to change in accordance with prevailing conditions.
- iii) *Members* must immediately notify *UniMed* of any change of their *address*. Failure to do so will mean the *Member* does not receive important communications from *UniMed*, which may ultimately result in the *policy* lapsing.
- iv) The addition of other lives to the *policy* (other than a newborn) requires the completion of an application form. Cover will commence following the acceptance of the application form by *UniMed*. Newborn *dependents* added to the *policy* (by notifying *UniMed* in writing, within 30 days, of their birth) will not require the completion of an application form.

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- v) *Dependents*  
*Dependents* will continue to remain on the *policy* until such time as the *member* has advised *UniMed* in writing that cover is no longer required.  
*Dependent* children will on the anniversary date following their 19th birthday become *adult dependents* and the *member* will be required to pay the *premium* applicable in that event. Where the *member* is in a *group insurance scheme*, it will be necessary for the *adult dependent* to obtain their own *policy* outside the *group insurance scheme*.
- vi) In all matters not specifically covered by the Conditions of Membership or by the various documents issued by *UniMed* and/or which require interpretation, the decision of *UniMed's* governing body shall be final.
- vii) *UniMed* shall have no liability whatsoever to any *member* in respect of the quality, standard of service, or effectiveness, of any *eligible healthcare service* provided to any person named on the *Membership Certificate*.
- viii) Wherever in this document it is stated that *UniMed* may do, or consent to any act or thing, *UniMed* may do or consent to that act or thing in its absolute unfettered discretion, and on such terms and conditions as *UniMed* in its absolute, unfettered discretion determines.
- ix) The fact that *UniMed* has previously paid or accepted liability for, in whole or part, a claim made by a *member* (including in situations where a claim was not covered, or there was doubt as to whether it was covered), does not mean that *UniMed* is obliged to pay or accept liability for an identical or similar type of claim made subsequently. *You* acknowledge and agree that such actions by *UniMed* do not operate as a waiver of its rights, or in *UniMed* becoming estopped from relying on its rights.

## 17. SUBROGATION

After paying a claim or accepting liability for a claim under *your policy*, either in whole or part, *UniMed* shall have the right to take over in full any legal right of recovery or indemnity that *you* have, for *UniMed's* own benefit and at *UniMed's* own cost. *You* must not take any action to prejudice this right, and *you* must cooperate with *UniMed* in all respects and do all things necessary to allow *UniMed* to enforce this right.

## 18. COMPLAINTS

- i) Complaints in relation to claims should be notified to the Claims Assessor in writing and will be reviewed by the Claims Manager in the first instance.
- ii) Complaints in relation to matters other than claims should be discussed with the Customer Service team in the first instance.
- iii) Full details of *UniMed's* current processes for the resolution of complaints are available on *UniMed's* website.
- iv) *UniMed* is a participant of the Insurance and Financial Services Ombudsman Scheme (the IFSO Scheme). The IFSO can consider those complaints which it determines are within its jurisdiction. To use this Scheme *you* must first have followed *UniMed's* complaints process and received a "notice of deadlock".

## 19. HFANZ INTEGRITY REGISTRY

*UniMed* is a member of the Health Funds Association of New Zealand (HFANZ). On behalf of its members, HFANZ manages an Integrity Registry for the purposes of detecting and preventing fraud and other serious probity issues. The Integrity Registry is operated by Pricewaterhouse Coopers (PwC). *UniMed* may collect, use and disclose personal information and health information about *you* for the purposes of the Integrity Registry. *You* authorise disclosure of personal and health information to HFANZ or its agent, and HFANZ Members for this purpose. *You* have rights of access to, and correction of, information held on the Integrity Registry. Please contact the HFANZ Integrity Registry Privacy Officer, Health Funds Association of New Zealand, PO Box 25161, Wellington 6146.

## 20. PRIVACY STATEMENT

*UniMed* is committed to protecting the privacy of the information it collects and holds about each of its customers, including their "personal information" as defined in the Privacy Act 1993 and their "health information" as defined in the Health Information Privacy Code 1994.

*UniMed* collects and holds this information for the purposes of carrying on a health insurance business. This includes (but is not limited to) the following specific activities: quoting new insurance, assessing underwriting, transacting policy administration, processing, investigating and reviewing claims, preventing, detecting and investigating any fraud, and contacting *you* from time to time (including to inform *you* of products and services offered by *UniMed*) and to allow third party providers of other products and services to contact *you* where those third parties have a business relationship or other association with *UniMed*. Where *UniMed* uses the information for statistical and actuarial purposes, the individuals to whom the information relates are not personally identified.

Where an adviser, broker or other sales agent is associated with *your policy*, either directly or via a current or previous *group insurance* scheme or as a previous underwriter of your health policy (that *UniMed* has taken over), *you* consent to the disclosure of the information to that adviser, broker or sales agent to enable the adviser, broker or sales agent to carry out transactions with *you* and *UniMed*, perform customer advocacy with *UniMed*, and generally to deal with *UniMed* in relation to *your policy*.

*You* authorise *UniMed* to collect, hold, use and disclose the information for the above purposes and activities. *UniMed* may collect the information from, or disclose information to, a *member*, *partners*, *dependents*, *healthcare services* providers, healthcare facilities, ACC, advisers, brokers, sales agents, the administrator of a *group insurance scheme*, or a previous underwriter of your health policy (that *UniMed* has taken over) and any third party *you* authorise.

Unless notified otherwise in writing and acknowledged by us, in respect of any policy *you* authorise us to discuss matters relating to claims and administration (including financial and medical matters) with both the primary *member* and their spouse or *partner* also named on the *policy*.

*UniMed* is committed to ensuring this information is stored and held securely at all times.

*You* have the right to access any information that *UniMed* holds about *you* at any time, and to request the correction of any information at any time. Please contact us on 0800 600 666 or [members@unimed.co.nz](mailto:members@unimed.co.nz).

# GLOSSARY OF TERMS

Terms used in the Conditions of Membership, Membership Certificate and the Benefits Schedules applicable to *UniMed's* various *plans* have the following definitions, unless the context requires otherwise:

**"ACC"** – means the Accident Compensation Corporation as defined in section 259 of the Accident Compensation Act 2001 (or its successor) and any entities providing third party injury management services, including but not limited to Gallagher Bassett Care Advantage and WorkAon.

**"Accident"** – has the meaning given in section 25 of the Accident Compensation Act 2001 (or its successor).

**"Acute care"** – means care provided in response to a sign, symptom, condition or disease that warrants admission for treatment or monitoring within 48 hours since the onset of the symptom, condition or disease. This includes *Surgical Procedures* taking place within 48 hours of discharge from a public or private hospital for the same or related medical condition. **"Acute"** has a corresponding meaning.

**"Address"** – means either the physical address for communication purposes which you notify *UniMed* of, or the electronic mail address for communication purposes which you notify *UniMed* of and validate in accordance with *UniMed's* procedures.

**"Adult"** – means a person 19 years of age or over.

**"Appliances"** – means *surgical* or medical devices which are used for the treatment, management or monitoring of a medical condition, including but not limited to diabetic monitoring devices, CPAP machines, blood pressure monitoring machines, diabetic insulin pumps, and orthotics.

**"Benefit Schedule"** – means the range of benefits set out in the various insurance *plans* and plan options marketed by *UniMed* and any changes made to those benefits. **"Benefits"** has a corresponding meaning.

**"Chemotherapy drugs"** means prescription medicines available in the community and subsidised by the Government with funding from the Pharmaceutical budget, and prescribed or recommended by a *Registered Oncologist* in private practice for the treatment of cancer or neoplastic disease, and *Pharmac approved*, and not otherwise excluded by the terms of *your policy*.

**"Child" or "children"** – means a person or persons less than 19 years of age.

**"Chosen Plan"** – means the *plan* and any *plan* options within that *plan* selected by *you*.

**"Chronic Conditions"** – means a medical condition which is ongoing and often requires lifelong treatment, including but not limited to asthma, diabetes, ischaemic heart disease, COPD, chronic renal failure, eczema, degenerative neurological diseases, and macular degeneration.

**"Congenital condition(s)"** – a disease or physical abnormality or defect present at birth (as determined by *UniMed's Medical Referee*) and either:

- (a) Diagnosed prior to joining *UniMed*, or
- (b) Diagnosed within 12 months of birth, or
- (c) For which signs or symptoms or a health history could have indicated the possible existence of the condition to a *Registered Medical Practitioner*.

**"Consultant Physician"** – means a medical practitioner vocationally qualified and holding current registration with the appropriate New Zealand medical college and who is operating within their scope of registration in one of the following; dermatology, diagnostic and interventional radiology, internal medicine, paediatrics, radiation, oncology and oral medicine.

**"Cosmetic Services"** – mean any diagnosis, treatment, surgery, or other procedure undertaken to improve, alter or enhance appearance, whether or not undertaken for medical, physical, functional, psychological or emotional reasons.

**"Course of Treatment"** – means the complete chemotherapy treatment plan for each incidence of cancer.

**"Dependent"** – means the spouse or partner of the primary *member* and any *child* (including any *stepchildren* or adopted *children*) or adult *dependent* of the primary *member* listed on the Membership Certificate, who relies on another *member* for financial support in relation to the payment of *premiums*.

**"Developmental Conditions"** – an abnormality which is present at birth but for which signs or symptoms do not appear, or a diagnosis is not made, until later in life, including but not limited to marfan syndrome, pectus excavatum, pectus carinatum, spina bifida, cystic fibrosis, polycystic kidney, scoliosis, and facial structural deformities.

**"Diagnosis"** – means the identification of the nature of the illness by examination of the symptoms.

**"Detrimental to Health"** – means a medical condition directly related to the need for *eligible healthcare services* and causing problems for the physical health of any person covered under the *chosen plan*.

**"Eligible"** – means that for any claim to be covered, both the *healthcare services* and the medical condition must fulfil certain criteria, as follows.

For any claim in respect of *healthcare services* to qualify for payment, the *healthcare services* must in all cases fulfil all of the following criteria:-

- (a) be listed in the applicable *Benefit Schedule*;
- (b) if involving any *surgical procedure*, be included in the *List of Approved Surgical Procedures*;
- (c) not be included in the *List of Non-Approved Healthcare Services*;
- (d) be non-*acute*;
- (e) be *medically necessary*;
- (f) not otherwise be excluded under the terms of *your policy*;
- (g) be delivered by a *Registered Medical Practitioner* currently vocationally registered and operating within their scope of practice;
- (h) be provided in a healthcare facility included in the *List of Approved Facilities*;
- (i) any *healthcare services* provided by *Specialists* and *Consultant Physicians* must be used or received following referral by a *General Practitioner* or a *Specialist* or a *Consultant Physician*. Referral by another Medical Practitioner may only be accepted by *UniMed* on a case-by-case basis, with approval granted on a one-off basis.
- (j) any hospital admission must be under the direct care of a *Surgeon* or *Specialist* or a *Consultant Physician*.
- (k) were not available to *you* in a reasonable time in the *public health system* according to the sole opinion of *UniMed's Medical Referee*.

For any claim in respect of a medical condition to qualify for payment, the medical condition must fulfil all of the following criteria:

- (a) not be excluded under an endorsement on *your policy* for the person using or receiving the relevant *healthcare services*;
- (b) not be excluded under the terms of *your policy*;
- (c) comply with any requirements detailed in the *Benefit Schedule*; and
- (d) be considered to be *detrimental to health* according to the sole opinion of *UniMed's Medical Referee*.

**"General Practitioner/GP"** – means a medical practitioner who is vocationally trained and holds a current registration with the New Zealand Royal College of General Practitioners and is operating within their scope.

**"Glossary of Terms"** – means the Glossary in the Conditions of Membership, which forms part of the *policy*.

**"Grant"** – means the fixed amount that *UniMed* will contribute towards the cost of certain *eligible healthcare services* as specified in the *Benefit Schedule*.

**"Group insurance scheme"** – means a scheme of cover offered by *UniMed* on particular terms and conditions to a corporate or other group in respect of the officers, employees, or contractors of the group.

**"Health surveillance testing"** – means diagnostic test(s), investigation(s) or consultations(s) where there is no apparent sign or symptom suggesting the presence of any illness, disease or medical condition which the testing is designed to detect.

**"Healthcare services"** – means any *surgery*, *surgical procedure* or other procedure, treatment, investigation, diagnostic test, consultation or other private *healthcare service* (including hospitalisation or medical care for illness or injury) and charges made for *Prescription Drugs* and other items, as specified in the *Plans*.

# GLOSSARY OF TERMS

**"Insurance Year"** – means each twelve month period from your Membership Commencement Date or Membership Start Date.

**"List of Approved Surgical Procedures"** – means the list published by UniMed from time to time and available on UniMed's website containing all surgical procedures approved by UniMed for the purposes of the definition of "Eligible".

**"List of Approved Facilities"** – means the list published by UniMed from time to time and available on UniMed's website containing the medical or health facilities approved by UniMed for the purposes of the definition of "Eligible".

**"List of Non-Approved Healthcare Services"** – means the list published by UniMed from time to time and available on UniMed's website containing the healthcare services not approved by UniMed, and for which there is no cover.

**"Loyalty Benefits"** – apply to a person who has had no break in cover for the specified minimum period of same plan. Specific benefits that qualify for cover are as specified in the Benefits Schedule of the chosen plan.

**"Medically necessary"** – means any eligible healthcare service that in the sole opinion of UniMed's Medical Referee is necessary, and accepted as effective, appropriate and essential for the care and treatment of the medical or health conditions involved.

**"Medsafe"** – means the New Zealand Medicines and Medical Devices Safety Authority (or its successor) responsible for the regulation of medicines and medical devices in New Zealand.

**"Member"** – 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 member and any others covered by the policy are paid. "Membership" has a corresponding meaning.

**"Membership Certificate"** – means the most recent Membership Certificate issued to the member by UniMed confirming the member's Membership, chosen plan, people covered under the policy, and any endorsements applicable to the policy.

**"Mole Mapping"** – means the process by which skin cancers and other skin lesions are first diagnosed and subsequently monitored.

**"Not included in cover"** – means healthcare services and medical conditions that are not covered by your policy.

**"Partner"** – means the spouse of a member or a 'partner' of a member as the term is defined in the Property (Relationships) Act 1976 (or amended or replacement legislation).

**"Per Year"** – means the maximum entitlement payable to one person in relation to eligible healthcare services used or received in the first twelve months following the membership commencement date and each successive twelve month period in their chosen plan.

**"Personal Injury"** – has the meaning given in section 26 of the Accident Compensation Act 2001 (or its successor).

**"Pharmac"** – means the Pharmaceutical Management Agency established by the New Zealand Public Health and Disability Act 2000 (or its successor).

**"Pharmac Approved"** – means any medication that is available in the community and subsidised by the Government with funding from the Pharmaceutical budget, prescribed and used in accordance with any criteria, guidelines, rules, conditions and/or restrictions published by Pharmac.

**"Pharmac Schedule"** – means the New Zealand Pharmaceutical Schedule applying at the time of the eligible healthcare services.

**"Plan"** – means one of the insurance plans provided by UniMed, distinguished by the specific Benefit Schedule and plan chosen by a member.

**"Policy"** – means your contract with UniMed and includes: –

(a) The Membership Certificate.

(b) These Conditions of Membership together with the Glossary of Terms.

(c) The Benefit Schedule applicable to your chosen Plan.

(d) In the case of a group insurance scheme, the terms and conditions applicable to that scheme.

**"Premium"** – means the amount of money charged by UniMed on an annual basis in exchange for cover in the manner and to the extent set out in the applicable parts of your policy, and which UniMed in its sole discretion may vary from time to time.

**"Prescription Drug(s)"** – means prescription medicines approved by Medsafe. Unless otherwise identified in the Benefit Schedule, UniMed will pay only for those prescription drugs listed in the Pharmac Schedule Pharmac Approved, and not otherwise excluded by your chosen plan.

**"Prosthesis"** – means surgically implanted items, specialised equipment and consumables or devices for the artificial replacement of an anatomical structure used to restore function, including, but not limited to, replacement hips and knees.

**"Public Health System"** – means the network of agencies and organisations providing medical or health services or treatment to the public (including through hospitals) as funded by the Government.

**"Registered Medical Practitioner"** – means a "medical practitioner" as that term is defined in the Health Practitioners Competence Assurance Act 2003 (or any amended or replacement legislation) and who is vocationally registered.

**"Registered Oncologist"** – means a medical practitioner who is vocationally qualified and registered and is operating within the scope of internal medicine, including but not limited to the prevention, diagnosis and treatment of cancer.

**"Registered Oral Surgeon"** – means a medical practitioner who is vocationally qualified and holds current registration with the Royal Australasian College of Dental Surgeons and is operating within the scope of oral and maxillofacial surgery.

**"Registered Nurse Practitioner"** – means a Practise Nurse holding current New Zealand Registered Nurse (NZRN) qualifications.

**"Resident of New Zealand"** – means a person who is entitled to use the Public Health System as determined by the Ministry of Health.

**"Rules of UniMed"** – mean these Conditions of Membership and the Rules of UniMed as a society registered under the Industrial and Provident Societies Act 1908.

**"Secondary Care"** – means the provision of any diagnostic tests, treatment, or surgery in a licensed private surgical or medical hospital or any other facility approved by UniMed.

**"Specialist" / "Surgeon"** – means a medical practitioner operating within their scope of practice and vocationally qualified and registered with one of the following New Zealand medical colleges: cardiothoracic surgery, general surgery, gynaecology, neurosurgery, ophthalmology, orthopaedic surgery, otolaryngology head and neck surgery, paediatric surgery, plastic and reconstructive surgery, urology and vascular surgery.

**"Specific Benefits"** – means the cover provided for individually specified medical treatments, diagnostic and surgical procedures and contained within the Benefits Schedule.

**"Surgical Procedures"** – means instrumental treatment of injuries and disorders of the body including laparoscopic, endoscopic and arthroscopic surgery. In all cases, the surgical procedure must be included on UniMed's List of Approved Surgical Procedures. "Surgery" and "surgical" have corresponding meanings.

**"Treatment"** – means care for illness or injury, including but not limited to medical care.

**"UniMed"** – means Union Medical Benefits Society Limited, having its registered office at 165 Gloucester Street, Christchurch 8140.

**"UniMed's Medical Referee"** – is a registered medical practitioner engaged by UniMed to provide advice and recommendations on health, medical and clinical matters, including the matters contemplated within these Conditions of Membership.

**"Usual and customary charges"** – means the cost of eligible healthcare services as determined by UniMed after taking into account historical payments made for the same or similar services. The usual and customary charge may vary depending on a number of factors, including but not limited to: geographical location, qualifications of the person delivering the healthcare service, type of facility where the healthcare service takes place, co-morbidities or other specific circumstances pertaining to the person using or receiving the healthcare service.

**"Work-related Personal Injury"** – has the meaning given in section 28 of the Accident Compensation Act 2001 (or its successor) and includes work-related gradual process, disease or infection as defined in section 30 of that Act.

**You/your** – means the member and any other person named on the Membership Certificate.