

ACC CoverPlus Extra Terms & Conditions

1 Provisions included in your ACC CoverPlus Extra Policy

- 1.1 The accompanying Schedule of your personalised ACC CoverPlus Extra details sets out (amongst other things) the:
 - (a) Start date of your ACC CoverPlus Extra Policy (the 'Policy');
 - (b) Period during which the Policy covers you;
 - (c) Agreed value of weekly compensation;
 - (d) Levy amount you are required to pay – in one lump sum, or under an instalment payment option; and
 - (e) Whether you opt to have weekly compensation abated for earnings – Lower Levels of Weekly Compensation . (If you do, **section 5. Abatement of Earnings** applies.)
- 1.2 These Terms and Conditions, the accompanying Schedule of your personalised ACC CoverPlus Extra details (as supplied in the accompanying document) and the form of Policy Acceptance (once signed and returned to ACC by you) form the Policy that ACC and you have agreed to (but subject to review and adjustment under clauses 1.3 and 1.4).
- 1.3 If you sign the Policy Acceptance form and return it to ACC, you are agreeing to the Policy and it then comes into effect. This applies subject to the next clause (clause 1.4).
- 1.4 Review rights:
 - (a) If you are dissatisfied with the amount of weekly compensation offered, you may sign and return to ACC the Policy Acceptance form but still apply for a review within three months of having received the offer. The Policy comes into effect subject to your review rights.
 - (b) The Policy does not come into effect until you have signed and returned to ACC the Policy Acceptance form.
 - (c) Under the Policy, you must pay the levy by the date its payment is due or pay an instalment of the levy by the date required under any agreed levy payment option. This applies even if you are applying for a review. If you do not make payment by the required date, clause 3.2 (below) applies.
 - (d) If, as a result of the review, the amount of weekly compensation is changed, the Policy will apply from your acceptance of the Policy but subject to the change. The amount of levy payable will be subject to adjustment.
- 1.5 Application of the Act:
 - (a) The Policy wording applies (in accordance with sections 208 to 211) where it expressly differs from what is otherwise provided for in the Accident Compensation Act 2001 (the Act).
 - (b) Otherwise, the Policy applies subject to and in accordance with the Act.
 - (c) Despite paragraph (b), Part 2 of Schedule 1 of the Act does not apply to the Policy other than clauses 42, 46, 52 and 53 and, where Abatement of Earnings applies, clauses 49 to 51.

2 Care and recovery

- 2.1 If you suffer incapacity resulting from a personal injury (and you have ACC cover for that personal injury) during the period of the Policy, your weekly compensation payments will be made for the period on and from after the first seven days of your incapacity ends.
- 2.2 The Policy does not cover any personal injury you suffered before the start date of the Policy.
- 2.3 While you receive weekly compensation under the Policy or under any previous ACC CoverPlus Extra Policy or the Act:
 - (a) You are not entitled to any other weekly compensation that is otherwise payable under this or any future ACC CoverPlus Extra Policy or the Act for the loss of your earnings as a self-employed person or a non-PAYE shareholder-employee;
 - (b) If an assessment determines that you are no longer incapacitated or that you have regained or acquired vocational independence, you will no longer be eligible to receive weekly compensation; and
 - (c) If at any time you require subsequent time off work for a personal injury for which you have received weekly compensation, the amount of weekly compensation payable will not be greater than that which you would have already received had you still been receiving weekly compensation for that personal injury.

- 2.4 If you are injured during the period of the Policy and you have cover for personal injury as set out in the Act:
- (a) You may be entitled to rehabilitation (treatment and social and vocational rehabilitation) and/or lump sum compensation (in addition to any weekly compensation payable), depending on the nature and severity of your injury; and
 - (b) Payments may be made in the event of your death by personal injury.
- 2.5 ACC will adjust your weekly compensation payments every year to allow for changes in the relevant cost of living index.

3 Levies

- 3.1 You must pay your levy in full by the due date on the invoice, or make payments as required under any levy instalment payment option you have agreed with ACC.
- 3.2 If you do not pay your levy by the due date or by any date required under an agreed levy payment option, ACC may terminate the Policy at any time afterwards and your cover under the Policy will stop on termination. You will then receive ACC's standard cover and be required to pay levies for the year that the standard cover applies.

4 Termination

- 4.1 You can terminate the Policy at any time, by advising ACC in writing of your decision.
- 4.2 You must notify ACC immediately if:
- (a) You stop self-employment;
 - (b) You stop being a non-PAYE shareholder-employee;
 - (c) You change your business classification; or
 - (d) There is any other material change in your circumstances.
- 4.3 If you stop being self-employed or a non-PAYE shareholder-employee (other than as a result of an injury) while the Policy is current, your cover under the Policy will stop from that time.
- 4.4 If you or ACC terminate the Policy, your cover will stop. You will then receive ACC's standard cover and be required to pay levies for the part of the year to which the standard cover applies.
- 4.5 ACC can terminate the Policy, or amend the amount of cover provided, if:
- (a) You do not pay your levy in accordance with clause 1.4(c) or 3.1;
 - (b) You did not, at any time, disclose any material information to ACC;
 - (c) You provide ACC at any time with any false statement;
 - (d) There is a legislative or government policy change that means the Policy is no longer effective or can no longer be applied; and
 - (e) You do not comply with an obligation you have under the Act.
- 4.6 If ACC terminates the Policy, it must explain to you in writing the reasons for termination, the effective date of termination, and your cover and obligations from the date of termination.

5 Abatement of earnings

- 5.1 If the accompanying Schedule of your personalised ACC CoverPlus Extra details states that you opted for Lower Levels of Weekly Compensation, the amount of weekly compensation payable to you under section 2 will be abated for any earnings you may receive to ensure that the total weekly compensation and earnings after incapacity does not exceed weekly compensation payments as determined by the ACC CoverPlus Extra Policy.