



1. Your ACC CoverPlus Extra Policy

- 1.1. Your CoverPlus Extra Policy (the 'Policy') sets out the following:
 - (a) The indicative period of cover under the Policy;
 - (b) Your agreed level of weekly compensation;
 - (c) Your indicative levy; and
 - (d) Whether you have opted to purchase Lower Levels of Weekly Compensation. (If you have chosen this option, section 7 applies.)
- 1.2. To be eligible for this Policy you must:
 - (a) be self-employed; or
 - (b) a non-PAYE shareholder-employee.
- 1.3. By accepting ACC's CoverPlus Extra policy offer online, or signing the Policy Acceptance form, you are agreeing to the Policy and these Terms and Conditions.
- 1.4. The CoverPlus Extra policy will come into effect as follows:
 - (a) If you applied online, on the date that you chose as the start date or the date that you accepted the policy (whichever is the latter); or
 - (b) If you applied in writing, on the date that the signed Policy Acceptance form is received by the Corporation.
- 1.5. ACC may, from time to time, amend these ACC CoverPlus Extra Terms and Conditions. We will advise you of any such amendments and make the amended terms and conditions available to you.

2. Review rights

- 2.1. If you are dissatisfied with the level of weekly compensation offered and wish to file an application for review, you must sign and return the Policy Acceptance Form and apply for a review within three months of having received the offer. The Policy comes into effect subject to your review rights.
- 2.2. If, as a result of the review, the level of weekly compensation is changed, the Policy will apply from the date the signed Policy Acceptance Form is received by the Corporation but subject to the change. The amount of levy payable will be subject to adjustment.

3. Application of the Act

- 3.1. 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).
- 3.2. Otherwise, the Policy applies subject to and in accordance with the Act.
- 3.3. Despite paragraph 3.2, 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.

4. Care and recovery

- 4.1. If you suffer an incapacity resulting from a personal injury during the period of the Policy and you have cover for that personal injury, your weekly compensation payments will start seven days after your incapacity.
- 4.2. The Policy does not cover any personal injury you suffered before the start date of the Policy.
- 4.3. 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 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.
- 4.4. 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.

- 4.5. ACC will adjust your weekly compensation payments every year to allow for changes in the relevant cost of living index.

5. Levies

- 5.1. Under the Policy, you must pay the levy by the due date 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 any payment by the required date, clause 5.2 applies.
- 5.2. If you do not pay your levy by the due date, or an instalment of the levy by any date required under an agreed levy payment option, ACC may terminate the Policy, which will result in your cover under the Policy stopping. You will then receive ACC's standard cover and be required to pay standard levies for the period that the standard cover applies.

6. Termination

- 6.1. You can terminate the Policy in writing at any time by notification to ACC.
- 6.2. You must notify ACC immediately if:
 - (a) You stop self-employment;
 - (b) You stop being a non-PAYE shareholder-employee;
 - (c) You start receiving NZ superannuation (or an equivalent);
 - (d) You change your business classification;
 - (e) You change your contact address (postal or electronic); or
 - (f) There is any other material change in your circumstances.
- 6.3. 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 Policy immediately terminates and your cover under the Policy stops from that time. You will then receive ACC's standard cover and be required to pay standard levies for the part of the year that the standard cover applies. Any weekly compensation payments paid for periods after the termination of your Policy under this clause 6.3 must be repaid to ACC. No notice of termination under this clause 6.3 is required; the effective date of termination is the date of cessation of self-employed or shareholder-employee status.
- 6.4. ACC can terminate the Policy, or amend the amount of cover provided, if:
 - (a) You do not pay your levy in accordance with clause 5.1;
 - (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;
 - (e) You do not comply with an obligation you have under the Act; and
 - (f) You do not advise ACC of any change in circumstance.
- 6.5. If ACC terminates the Policy under clause 6.4, 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.
- 6.6. If you or ACC terminate the Policy, or if your policy automatically terminates under clause 6.3, your cover will stop as of the effective date of termination. You will then receive ACC's standard cover and be required to pay standard levies for the part of the year that the standard cover applies. Your standard cover levy will be based on your total actual leviable earnings for the relevant levy year, reduced pro-rata for the proportion of the year you had CoverPlus Extra cover under the Policy. If you paid your CoverPlus Extra levy in advance, you may be entitled to a pro-rata refund for the proportion of the year you were on standard cover.
- 6.7. If you are receiving weekly compensation payments and ACC becomes aware that you failed to disclose any material information (including the information listed in clause 6.2), the Policy will be cancelled and you will be required to repay any weekly compensation overpayment.

7. Abatement of earnings

- 7.1. If the Policy states that you opted for Lower Levels of Weekly Compensation, the amount of weekly compensation payable to you under section 4 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 Policy.