

ACC CoverPlus Extra

Terms and conditions



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. By signing the Policy Acceptance form, you are agreeing to the Policy and these Terms and Conditions.
- 1.3. The Policy will come into effect on the date the signed Policy Acceptance form is received by the Corporation.

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 212) 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 payment by the required date, clause 5.2 applies.
- 5.2. If you do not pay your levy by the due date or by any date required under an agreed levy payment option, ACC will terminate the Policy at any time afterwards and your cover under the Policy will stop. You will then receive ACC's standard cover and be required to pay levies for the period that the standard cover applies.

6. Termination

- 6.1. You can terminate the Policy in writing at any time.
- 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; or
 - (e) 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 cover under the Policy will stop from that time.
- 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, 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, your cover will stop. You will then receive ACC's standard cover and be required to pay levies for the part of the year that the standard cover applies.
- 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.

Disclaimer

All information in this publication was correct at the time of printing. This information is intended to serve only as a general guide to arrangements under the Accident Compensation Act 2001 and regulations. For any legal or financial purposes this Act takes precedence over the contents of this guide.