



**ace insurance**

**VOLUNTARY MEDICAL EXPENSES COVER  
FOR RUGBY CLUBS AND UNIONS**

**NEW ZEALAND RUGBY UNION  
INCORPORATED**



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## **IMPORTANT**

### **ABOUT THE INSURER**

**ACE Insurance Limited** (Company No.:104656) (ACE) is the insurer of this product. In this document, “We”, “Us”, “Our” means ACE Insurance Limited. Our contact details are:

CU1-3, Shed 24

Princes Wharf, Auckland 1010

Telephone: +64 (09) 377 1459

Facsimile: +64 (09) 303 1909

ACE is part of the ACE Group of Companies, one of the global leaders in insurance and reinsurance serving a diverse group of clients. Headed by ACE Limited (NYSE: ACE), a component of the Standard & Poor’s 500 stock index, the ACE Group conducts its business on a worldwide basis with operating subsidiaries in more than 50 countries and the authority to do business in 140 jurisdictions.

With exceptional underwriting and claims teams, We are committed to excellence, integrity and to providing quality service and insurance products.

Around the world, Our clients and brokers can expect the highest level of commitment and service. We focus on Our clients, building strong relationships by offering responsive service, developing innovative products and providing market leadership built on financial strength.

### **YOUR DUTY OF DISCLOSURE**

#### **New Customers**

If You are purchasing this Policy for the first time, Your duty of disclosure is as follows:

#### **What You must tell Us**

When answering Our questions in the application form, You must be honest and You have a duty under law to tell Us anything known to You and which a prudent insurer would want to take into account in deciding whether to insure You and if so, on what terms. We will use the answers in deciding whether to insure You and anyone else to be insured under the Policy and on what terms.

#### **You are not required to tell Us about a matter:**

- that diminishes the risk to be undertaken by Us;
- that is of common knowledge;
- that We know or in the ordinary course of Our business ought to know; or
- if We have waived the requirement for You to tell Us.

#### **Who needs to tell Us**

You must answer Our questions in this way for You and for anyone else whom You want to be covered by the Policy.



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### **If You do not tell Us**

If You do not answer Our questions in this way, We may refuse to pay a claim and treat the Policy as never having been in existence.

### **Existing Customers**

If You intend to renew or have renewed this Policy, Your duty of disclosure is as follows:

#### **What You must tell Us?**

Before You renew, extend, vary or reinstate this Policy, You have a duty to disclose to Us every matter that You know or could be reasonably expected to know is relevant to a prudent insurer's decision to renew the Policy and, if so, on what terms.

#### **You are not required to tell Us about a matter:**

- that diminishes the risk to be undertaken by Us;
- that is of common knowledge;
- that We know or in the ordinary course of Our business ought to know; or
- if We have waived the requirement for You to tell Us.

#### **Who needs to tell Us**

You must answer Our questions in this way for You and for anyone else whom You want to be covered by the Policy.

### **If You do not tell Us**

If You do not answer Our questions in this way, We may refuse to pay a claim and treat the Policy as never having been in existence.



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## **VOLUNTARY MEDICAL EXPENSES COVER**

### **POLICY SCHEDULE**

**INSURED:** Registered Rugby Players or Rugby Teams, Rugby Coaches, Rugby Managers and Team Support including but not restricted to medical staff, Rugby Administrators, Rugby Referees of the New Zealand Rugby Union as declared to Us.

**PERIOD:** 1<sup>st</sup> January 2011 (4pm) to 1<sup>st</sup> January 2012 (4pm) (*both dates inclusive*)

**SPORT:** Rugby Union

**INSURED PERSONS:** All teams including players, reserves, coaches, managers, administrators (as included in the numbers declared to Us) only whilst undertaking activities described in the Scope of Cover.

**EVENTS COVERED:** Those Events defined in the Schedule of Benefits

**PREMIUM:** As Agreed

**INSURER:** ACE Insurance Limited

In Witness Whereof, We being a representative of the Insurers, have subscribed Our name hereto for and on behalf of the Insurers

Signed at Wellington on this day of 25 January 2011

A handwritten signature in black ink, appearing to be 'ACE', written over a green rectangular stamp that also contains the letters 'ACE'.

\_\_\_\_\_ Policy No AGAE391921  
Authorised Representative



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### **POLICY OF INSURANCE**

This Policy provides for the payment of a Benefit on the occurrence of an event within the Scope of Cover within the Territorial Limit. Please read it carefully to make sure that You understand its provisions. If You require any information, please contact Your local ACE office. All cover is subject to the payment of premium and the terms, conditions, provisions and exclusions of the Policy, which includes the current Schedule.

### **SCHEDULE OF BENEFITS**

#### **1. MEDICAL EXPENSES**

Covering Medical Expenses as defined up to the maximum of the Option selected any one Injury or all Injuries in total, any one insurance year per Insured Person.

This compensation is in excess of any other cover that the Insured Person may have, from ACC or any other insurance or employer paid coverage.

#### ***Condition precedent to Insurers liability***

The claim must first be accepted by ACC as an Injury as defined and a registered case number obtained for cover to apply. Furthermore, costs incurred for any remedial treatment such as physiotherapy expenses are only payable following an accepted claim under the Temporary Total Disablement benefit, or following costs incurred for surgical treatment, resulting from an Injury as defined under this policy.

#### **2. TEMPORARY TOTAL DISABLEMENT**

Covering the first weeks Wages of an Insured Person due to Temporary Total Disablement as a result of Injury, incurred within the Scope of Cover, up to a maximum of the Option selected per Insured Person preventing them from gainful employment and whilst being under the care and attendance of a qualified medical practitioner or surgeon. The Insured Person has to suffer Temporary Total Disablement for at least 7 days and show that their employer has not, will not, pay sick leave for the first week of disablement.

#### ***COVERAGE OPTIONS – included within the Schedule of Benefits***

##### **Option 1 Individual Standard Cover – per Insured Person**

Medical Expenses – Up to \$5,000 per Insured Person per year in excess of ACC payments.  
Temporary Total Disablement – Covering the first weeks loss of Wages and only if not paid by the Insured Persons employer, limited to 80% of \$500 or the Insured Persons income whichever is the lesser.

##### **Option 2 Individual Premier Cover – per Insured Person**

Medical Expenses – Up to \$5,000 per Insured Person per year in excess of ACC payments.  
Temporary Total Disablement – Covering the first weeks loss of Wages and only if not paid by the Insured Persons employer, limited to 80% of \$1,000 or the Insured Persons income whichever is the lesser.



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**Option 3 Team Standard Cover – per Insured Person per team**

Medical Expenses – Up to \$5,000 per Insured Person per year in excess of ACC payments.  
Temporary Total Disablement – Covering the first weeks loss of Wages and only if not paid by the Insured Persons employer, limited to 80% of \$500 or the Insured Persons income whichever is the lesser.

**Option 4 Team Premier Cover – per Insured Person per team**

Medical Expenses – Up to \$5,000 per Insured Person per year in excess of ACC payments.  
Temporary Total Disablement – Covering the first weeks loss of Wages and only if not paid by the Insured Persons employer, limited to 80% of \$1,000 or the Insured Persons income whichever is the lesser.

**EXCESS AND FRANCHISE**

Medical Expenses – Nil  
Temporary Total Disablement – 7-Day Franchise

**SCOPE OF COVER** The Compensation provided shall only be payable when an Event shall happen to an Insured Person whilst such Insured Person is engaged in the following activities:

- (a) Engaging / playing in official club matches / activities including championship, club or representative matches / activities;
- (b) Engaging in organised training or practice for activities as described in (a) above;
- (c) Uninterrupted travel directly between the matches / activities in (a) or (b) above and the Insured Person's residence or place of employment. Cover commences from the place left last and ceases at the place reached first;
- (d) Engaging in official speaking or presentation engagements for the Sporting Organisation to which the Insured Person belongs.

**TERRITORIAL LIMIT** Unless otherwise stated herein this Policy covers Insured Persons anywhere in the world, while engaging in activities covered by the "Scope of Cover".

**AGE LIMIT** In the absence of any agreement to the contrary this Policy shall not cover any person falling within the description of Insured Persons who have:

- (a) not reached the age of 5 years or
- (b) reached the age of 65 years.

**LIABILITY LIMIT** We shall not be liable for any amount in excess of the amount stated under Coverage Options under the Schedule of Benefits.



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**AGGREGATE LIMIT** Our total liability for all claims arising under this Policy during any one Period of Insurance shall not exceed \$1,000,000.

**DEFINITIONS** For the purpose of this Policy, the following definitions apply:

1. **WE/OUR/US** means ACE Insurance Limited.
2. **YOU/YOUR** means the Insured named in the Policy Schedule.
3. **INSURED PERSON** is as defined
4. **INJURY** shall mean bodily injury which is caused solely and directly by violent accidental, external and visible means within twelve months from the date of the accident.
5. **TEMPORARY TOTAL DISABLEMENT** shall mean the temporary inability to engage in his or her usual occupation or business duties.
6. **WAGES** means:
  - a) in the case of an employee, his or her weekly pre-tax income averaged over the preceding 4 week period;  
or
  - b) in the case of a self-employed person, his or her weekly pre-tax income averaged over the preceding 4 week period, derived from personal exertion after deduction of all expenses incurred in connection with the derivation of that income.
7. **MEDICAL EXPENSES** shall mean all reasonable costs necessarily incurred for hospital, surgical or other diagnostic or remedial treatment given or prescribed by a legally qualified medical practitioner. Medical expenses do not include expenses incurred for routine dental or optical treatment or any other dental or optical treatment.
8. **ADMINISTRATOR** shall mean any Administration Personnel, Manager, Referee, Coach or other Official involved in the Sport and falling in the category of Insured Person, for whom a premium is paid.



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**EXCLUSIONS** We shall not be liable for any Event caused by or resulting from;

1. Intentional self-injury or attempt thereat, suicide, or any act of an Insured Person which is in breach of the New Zealand Crimes Act or Amendments thereto.
2. War (whether declared or not), invasion or civil war, or active service in any territorial services.
3. Air travel other than as a passenger in any properly licensed aircraft.
4. Acquired Immune Deficiency Syndrome (AIDS) disease or Human Immunodeficiency Virus (HIV) infection.
5. Enhancement Dental Repairs.
6. Any event where the Insured Person is judged to be in excess of New Zealand Alcohol or Drug legal limits for driving a vehicle.
7. Any type of illness, disease, infection or contagion, even if contracted through an Injury.
8. A Pre-existing Condition.



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## **GENERAL POLICY CONDITIONS**

### **1. Cancellation**

#### **a) Cancellation by Us**

We may at any time cancel this Policy by giving You thirty (30) days notice in writing. Upon cancellation by Us, We shall refund a proportion of the premium paid calculated by reference to the unexpired Period of Insurance.

#### **b) Cancellation by You**

This Policy may be cancelled by You at any time by giving Us written notice, in which case We shall refund a proportion of the premium paid calculated by reference to the unexpired Period of Insurance.

### **2. Due Observance**

The due observance and fulfillment of the terms, exclusions and conditions of this Contract insofar as they relate to anything to be done or complied with by You or any Insured Person or by his or her personal representatives shall be conditions precedent to the liability of Us to make any payment under this Contract.

### **3. Entire Contract – Changes in Policy**

This Policy includes the Endorsement and Schedules attached, and contains the entire contract of insurance. No agent has authority to change this Policy or to waive any of its provisions. No change in this Policy shall be valid unless approved by one of our executive officers and such approval be endorsed hereon or attached hereto.

### **4. Medical Examination**

We shall have the right and opportunity to have the Insured Person examined at Our expense when and as often as we may reasonably require during the pendency or duration of a claim hereunder, and also the right and opportunity to have an autopsy performed in case of death where it is not forbidden by law.

### **5. Misstatement or Fraud**

Any statement made by You or any Insured Person in any proposal or on any claim form which is an intentional misstatement of fact or constitutes a fraud gives us the right to rescind the Policy and / or all benefits paid or payable under this Policy shall be refundable or forfeited to Us.

### **6. Benefits shall not be payable:**

- (a) In respect of Medical Expenses for an amount in excess of the Sum Insured shown in the Schedule of Benefits any one event or if more than one event any one period of insurance;
- (b) In respect of Temporary Total Disablement in excess of a total period of seven (7) days in respect of any one injury.



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- (c) In respect of Temporary Total Disablement unless the Insured Person shall as soon as possible after the happening of any Injury giving rise to a claim under this Policy procure and follow proper medical advice from a legally qualified medical practitioner.

### **CLAIMS PROCEDURES**

#### **1. ACC Acceptance**

Your claim must be accepted by the Accident Compensation Commission (ACC) as a condition precedent to Our liability to make any payment under this Policy, but this in no way implies liability by Us.

#### **2. Forms for Proof of Loss**

We, upon receipt of notice of claim, will furnish to the claimant such forms as are usually furnished by Us for filing proofs of loss.

#### **3. Immediate Payment of Compensation**

Once we have accepted a claim the benefit provided in this Policy will be paid to You immediately after receipt of due written proof and Your receipt thereof shall be a valid discharge of Our liability.

#### **4. Time for Filing Proof of Loss**

Affirmative proof of loss must be furnished to Us within thirty days (30) after the termination of the period for which We are liable.

#### **5. Sufficiency of Notice**

Notice given by or on behalf of the Insured Person to Us or to any of Our authorised agents with particulars sufficient to identify the Insured Person shall be deemed to be sufficient notice to Us. Failure to give notice within the time provided in this Policy shall not invalidate any claim if it is shown not to have been reasonably possible to give such notice and that notice was given to us soon as was reasonably possible.



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## **PRIVACY STATEMENT**

ACE Insurance Limited (“ACE”) is committed to protecting your privacy. ACE collects, uses and retains your personal information in accordance with the principles in the Privacy Act 1993.

ACE collects your personal information (which may include health information) when you are applying for, changing or renewing an insurance policy with us or when we are processing a claim. We collect the information to assess your application for insurance, to provide you or your organisation with competitive insurance products and services and administer them and to handle any claim that may be made under a policy. If you do not provide us with this information, we may not be able to provide you or your organisation with insurance or to respond to any claim.

We may disclose the information we collect to third parties, including contractors and contracted service providers engaged by us to deliver our services or carry out certain business activities on our behalf (such as actuaries, loss adjusters, claims investigators, claims handlers, professional advisers including doctors and other medical service providers, credit reference bureaus and call centres), other companies in the ACE group, insurance and reinsurance intermediaries, other insurers, our reinsurers, and government agencies (where we are required to by law). These third parties may be located outside New Zealand.

You agree to us using and disclosing your personal information as set out above. This consent remains valid unless you alter or revoke it by giving written notice to our Privacy Officer.

From time to time, we may use your personal information to send you offers or information regarding our products that may be of interest to you. If you do not wish to receive such information, please contact our Privacy Officer using the contact details provided below.

If you would like to access a copy of your personal information, or to correct or update your personal information, please contact our Privacy Officer on +64 (9) 3771459 or email [Privacy.NZ@group.com](mailto:Privacy.NZ@group.com).

If you have a complaint or want more information about how ACE is managing your personal information, please contact the Privacy Officer, ACE Insurance Limited, PO Box 734 Auckland, Tel: +64 (9) 3771459 or email [Privacy.NZ@acegroup.com](mailto:Privacy.NZ@acegroup.com).