

## ACCIDENTAL INJURY BENEFIT POLICY

**Effective Date:** 1 January 2024

**Next Review Date:** September 2025

**Review frequency:** 12 months

### PRELIMINARY

This is a New Zealand Rugby Union policy. It is not an insurance policy and the New Zealand Rugby Union is not an insurer.

This policy describes a **Benefit** that we may, in some circumstances, pay:

1. To **you** if **you** become so severely injured that **you** become permanently unable to return to work (or in some cases if you suffer a permanent and total loss of independence) or lose a limb, your sight or hearing; or
2. To **your** legal personal representative if you die.

While the **Benefit** might be substantial, it will not necessarily be sufficient to cover **your** future needs if **you** are severely injured.

If **you** apply for a **Benefit**, you agree to be bound by the terms of this policy.

In this policy, **you** can find information about:

Section 1	What the <b>Benefit</b> is.
Section 2	What the <b>Benefit</b> is not.
Section 3	What responsibilities and rights <b>you</b> have if <b>you</b> apply for the <b>Benefit</b> .
Section 4	How to apply for the <b>Benefit</b> .
Section 5	How <b>we</b> decide whether <b>you</b> are eligible for the <b>Benefit</b> .
Section 6	What other important information affects the <b>Benefit</b> .
Section 7	What to do if <b>you</b> disagree with <b>our</b> decision on <b>your</b> eligibility for the <b>Benefit</b> .

**SECTION 1: WHAT THE BENEFIT IS**

The **Benefit** is a payment that we may make to **you** if **you**:

1. Are a **Rugby Participant**; and
2. Suffer an **Injury** when engaged in a **Rugby Event**; and
3. The **Injury** suffered when engaged in a **Rugby Event** results in an **Outcome**.

If **you** suffer an **Injury** which results in an **Outcome** and **we** are satisfied that **you** are entitled to the **Benefit**, **we** will pay:

**Table of Outcomes and Benefits**

OUTCOME	BENEFIT
1. Death	\$170,000
2. Permanent Disablement	\$170,000
3. Permanent Paraplegia or Quadriplegia	\$170,000
4. Permanent loss of sight – both eyes	\$170,000
5. Permanent loss of use of two Limbs	\$170,000
6. Permanent loss of sight – one eye	\$68,000
7. Permanent loss of use of Dominant Arm	\$85,000
8. Permanent loss of use of Arm (non-dominant Arm)	\$68,000
9. Permanent loss of use of either Leg	\$68,000
10. Permanent loss of hearing – one or both ears	\$68,000

If **you** suffer more than one **Outcome** from one **Injury**, **you** will only receive one **Benefit** and the most we will pay **you** is \$170,000. We will not pay more than one **Benefit** but **you** can nominate the **Benefit** that **you** want to receive out of the **Outcomes** **you** have experienced.

If **you** suffer an **Injury** resulting in **Outcome 1**, we may pay a **Benefit** to **you** if:

1. **You** have disappeared and, after a reasonable period, it is believed based on reasonable evidence that death has occurred from an **Injury**; and
2. **You** (i.e. **your** legal personal representative) provide a signed undertaking that any **Benefit** will be refunded if it is later demonstrated that **you** did not die from an **Injury**.

If you suffer an **Injury** resulting in any one of **Outcome 2** or **3** **you** are not entitled to receive any further **Benefit** for any subsequent **Injury** for any **Outcome 1, 2** and **3**.

For an **Injury** which results in **Outcome 2-9**, we will also pay where requested:

1. An education benefit. The education benefit is a maximum of \$15,000 which **we** pay to a trust in **your** name to be used for the sole purpose of covering expenses incurred for tuition from a licensed school, university, or recognised learning institution.
2. An emergency transportation benefit. The emergency transportation benefit is a maximum of \$15,000 which **we** pay to **you**:
  - (a) Where **you** require emergency transportation to another location for the purpose of receiving necessary and appropriate medical treatment as a direct result of an **Injury**; and
  - (b) To reimburse **you** for the actual costs unrecoverable after ACC subsidies, reasonably and necessarily incurred, for:
    - (i) Air, land, or sea transportation services for **you**; and/or
    - (ii) Travel and accommodation costs of any accompanying medical personnel.

## SECTION 2: WHAT THE BENEFIT IS NOT

We will not pay any **Benefit** to **you** if:

1. The **Injury** is a direct or indirect result of any the following:
  - (a) An intentional self-inflicted act.
  - (b) **You** being proved to have been in excess of New Zealand alcohol or drug legal limits while driving a vehicle.
  - (c) Behaviour that is a criminal offence or illegal act.

- (d) War or an act of war, whether war has been declared or not.
  - (e) Failure to follow medical advice or treatment recommended by a **doctor** (who may for this clause be your **relative**).
  - (f) Any pre-existing physical or congenital condition.
  - (g) Any terrorist act or the intentional use of military force to intercept, prevent, or mitigate any known or suspected terrorist act.
  - (h) Any fraudulent claim for a **Benefit** made by **you** or on **your** behalf.
2. The **Injury** occurs when **you** are under 5 years old or over 64 years old or, for any **Injury** resulting in Outcome 1 (death), where **you** are not older than 16 at the date of death.
  3. The **Injury** occurs when **you** are:
    - (a) Training for or participating in any professional sport; and
    - (b) Contracted to a Provincial Union; and
    - (c) A party to a New Zealand Rugby Union contract.
  4. **We** are prohibited by law from paying it.
  5. By paying any **Benefit**, **we** would be exposed to any sanction, prohibition, or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of New Zealand, Australia, the United Kingdom, the European Union, or the United States of America.
  6. In any one calendar year, **we** have already paid the Benefit to other people and the combined total of those payments is \$5,000,000 (or \$500,000 for Benefits where the **Injury** is related directly to air travel in aircraft whose flights are not conducted in accordance with fixed schedules to and from fixed terminals over established routes).

### SECTION 3: WHAT RESPONSIBILITIES AND RIGHTS YOU HAVE IF YOU APPLY FOR THE BENEFIT

For any claim for a **Benefit**, **we** will assess the information **you** provide (or which **we** ask **you** to provide) and decide whether **you** are eligible for a **Benefit**. **We** will not pay the **Benefit** until **we** have done this.

**You** must provide us with complete and truthful information in **your** application for the **Benefit**.

#### SECTION 4: HOW TO APPLY FOR THE BENEFIT

If **you** want to apply for the **Benefit**, and to be eligible, **you** must also:

1. Obtain and follow proper medical advice from a **doctor** as soon as possible after the **Injury**.
2. Provide complete and accurate information.
3. Within 30 days of the **Injury** or as soon as reasonably possible, provide **us** with at **your** cost:
  - (a) **Your** completed application form.
  - (b) Proof of **your** age and identity in a way required by **us**.
  - (c) Proof from a **doctor** of the **Injury** for which the claim is being made in a form required by **us**.
  - (d) Any information which **we** ask for. This could include, without limitation:
    - (i) **Your** medical history.
    - (ii) Details of **your** occupation.
    - (iii) Proof of **your** paid employment and financial evidence of earnings in the 12 months immediately before the **Injury**.
    - (iv) Authorising **us** to obtain information relevant to **your** application for the **Benefit** from third parties such as government departments, Te Whatu Ora, medical practitioners, travel carriers and so on.
    - (v) Any other information **we** need to assess whether **you** are entitled to a **Benefit**. This may include further medical reports, information, and evidence.
4. Provide reasonable assistance to **us** to assess whether **you** are eligible for a **Benefit**. This could include, without limitation:
  - (a) Submitting to an examination from a suitably qualified **doctor** of our choice, to be paid for by **us**.

- (b) For claims for Outcome 1 (death), arranging an autopsy, to be paid for by **us**, unless this is illegal in the country in which the autopsy is to be performed.
- (c) Meeting with **us** to discuss the circumstances leading to the **Injury** or the application for the **Benefit**. If the meeting is to be held in person **your** reasonable travel expenses will be paid for by **us**.

If **you** provide (or anyone acting on **your** behalf provides) **us** with information that is false, incomplete, misleading, or fraudulent, and **we** pay the **Benefit** to **you** when you were not entitled to it, **you** must immediately repay the **Benefit**.

## SECTION 5: HOW WE DECIDE WHETHER YOU ARE ELIGIBLE FOR THE BENEFIT

Once **we** have received **your** claim for a **Benefit**, **we** will assess whether further information or assistance is required before **we** can decide whether **you** are eligible for a **Benefit**.

If further information or assistance is required, **we** will tell you what this is.

Once **we** receive the information **we** need, **we** have investigated and verified the information provided and **we** are satisfied whether **you** are entitled to the **Benefit**, **we** will communicate **our** decision to **you**. If **we** decide **you** are entitled to the **Benefit**, **we** will pay the **Benefit** to **you** once **we** have received verified details of **your** bank account.

Unless stated otherwise, **we** will pay **you** or, where **we** are paying a benefit for Outcome 1 (death), **your** legal personal representative or any other person under the Administration Act 1969 and to the bank account chosen by **you**.

Any payment to **you** is paid:

1. Without interest. **We** are not liable to pay interest on any amount to be paid to **you**.
2. Before tax or other tax deductions, unless **we** are legally required to withhold tax or make tax deductions. **We** will tell **you** if this is the case. **We** do not make any tax payments on **your** behalf. **You** are responsible for any tax, duties, or charges on any **Benefit**.

## SECTION 6: WHAT OTHER IMPORTANT INFORMATION AFFECTS THE BENEFIT

This policy is governed by the laws of New Zealand. If this policy mentions any legislation, this includes any law that amends or replaces it and any legislation made under it.

If there are any changes in the law, or its interpretation, after this policy is adopted by **us**, **we** will adjust or (if necessary) revoke the policy or the **Benefit** if **we** believe the law changes will affect:

1. **Our** liability to pay any tax.
2. **Our** ability to comply with any law.
3. The definition of specific terms or the lack of defined terms.
4. The amount of the **Benefit**.

**We** may also adjust or revoke the terms of this policy and the amount of the **Benefit** from time to time.

If **we** are or believe **we** are liable for any tax or other duties on the **Benefit**, **we** may reduce, vary or otherwise adjust the amount of the **Benefit** by an amount **we** consider appropriate to take account of the tax or other duties.

**We** will collect, use and store medical and other personal information about you in accordance with **our** Privacy Policy to help us process, assess and administer **your** application for the **Benefit** and to help **us** consider the operation of this policy. This may include providing that information to:

1. Contractors or third-party providers providing services to **us** relating to the administration of this policy.
2. Banks and financial institutions for the purposes of processing **your** application for a **Benefit**.
3. Other third parties including assessors, third party administrators, emergency providers, retailers, doctors and other health practitioners and travel carriers where that is required by us to decide whether you are eligible for a **Benefit**.

By applying for a **Benefit**, **you** consent to the use of **your** personal information for the purposes described. For more information about how **we** handle **your** personal information and **your** rights, see NZR's Privacy Policy ([New Zealand Rugby Privacy Policy | NZ Rugby](#)).

All references to dollar amounts are in New Zealand currency. If expenses are incurred in a foreign currency, the rate of currency exchange used to calculate the amount payable will be the rate at the time of incurring the expense or suffering a loss.

## SECTION 7: WHAT TO DO IF YOU DISAGREE WITH OUR DECISION ON YOUR ELIGIBILITY FOR THE BENEFIT

### Our internal dispute resolution process

#### ① Making a complaint

If **you** disagree with **our** decision on **your** eligibility for a **Benefit**, **you** can make a complaint.

**You** can do this in writing, by emailing us at [info@nzrugby.co.nz](mailto:info@nzrugby.co.nz) and addressing your complaint to the Senior Legal Counsel – Regulatory & Compliance.

**You** can also appoint a representative or support person to support **you** in making a complaint. **You** must notify **us** of who they are and give **us** authority to engage with them on **your** complaint and provide information (including personal information) to them that is relevant to **your** complaint.

Once **we** have reviewed **your** complaint and received any other information **we** need, **we** will let **you** know the outcome of **our** review. **We** will do this within 10 **Business Days** of the date **we** have all the information **we** need to determine your complaint.

**We** will also provide **you** with reasons for **our** decision and if the complaint is not upheld, any options **you** have for further review of the complaint.

#### ② If you are not satisfied with how we handled your complaint

If you have already made a complaint and you are not satisfied with our response to it, you can ask to have it reviewed. You can do this by contacting the person who responded to your complaint and providing reasons for requesting the review.

If this happens, we will ask one of our management team to review it. This is called a management review. We will undertake this review within two months of when you asked for a management review and if we are not able to resolve your complaint we will provide our reasons to you in writing.

#### ③ Expert determination

If we cannot resolve your complaint to your satisfaction through our internal dispute resolution process, you agree that the complaint will be referred to Expert Determination in accordance with the Expert Determination Rules of the New Zealand Dispute Resolution Centre. The determination will be binding on us, but you may choose whether to accept it or not. We will also pay for the costs of the determination but we will not pay your costs or costs that you incur.

#### ④ Arbitration

If you are dissatisfied with the expert's determination, you may, by serving on **us** of a notice of arbitration (**Arbitration Notice**), require the matter to be referred to arbitration.

If you give us an Arbitration Notice:

1. The dispute is immediately deemed to have been submitted to arbitration under the Arbitration Act 1996.
2. The arbitrator will be the person agreed by **you** and **us** or, if we cannot agree within 15 **Business Days** from the submission to arbitration, nominated by the President for the time being of the Arbitrators' and Mediators' Institute of New Zealand Inc.
3. The decision of the arbitrator will be final and binding on **you** and **us**.

**You** must give us an **Arbitration Notice** by:

1. Delivering it personally to **us** at New Zealand Rugby House, Level 3, 100 Molesworth Street, Wellington 6011.
2. Sending it by post to **us** at PO Box 2172, Wellington 6140.
3. Emailing to **us** at [ceo@nzrugby.co.nz](mailto:ceo@nzrugby.co.nz).

A Dispute Notice will be deemed to have been received:

1. If delivered personally, when received.
2. If sent by post, three days after it was sent.
3. If sent by email, on the day it is sent provided no error message was received by the information system used by **you**.

#### SECTION 8: TERMS THAT ARE USED IN THIS POLICY WHICH HAVE A SPECIAL MEANING

Some words or phrases are used in **bold** meaning they have particular meanings. This is what they mean:

**Arm** – the entire limb between the shoulder and the wrist.

**Benefit** – one of the amounts listed in the **Table of Outcomes and Benefits**.

**Business Day** – a day of the week except:

1. a Saturday, a Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's birthday, the Matariki public holiday, and Labour Day;
2. a day in the period commencing 25 December in a year and ending with 2 January in the following year;
3. if 1 January falls on a Friday, the following Monday;
4. if 1 January falls on a Saturday or a Sunday, the following Monday and Tuesday; and
5. if Waitangi Day or Anzac Day falls on a Saturday or a Sunday, the following Monday.

**Disablement** – either:

1. Your total inability to engage in or attend to any business, employment, occupation, or profession for which you are reasonably qualified by reason of education, training, or experience; or
2. Your total inability to perform one or more of the following five activities without the help of another person, even with the use of appropriate aids:

Activity	Definition
Washing	The ability to wash in the bath or shower (including getting into and out of the bath or shower).
Dressing	The ability to put on and take off, secure and unfasten all garments.
Getting between rooms	The ability to get from room to room on a level floor.
Feeding yourself	The ability to feed yourself when food and drink has been prepared.
Maintaining personal hygiene	The ability to maintain a satisfactory level by using the toilet or otherwise managing bowel and bladder functions.

**Doctor** – means a health practitioner:

1. Who is registered with the Medical Council of New Zealand – Te Kaunihera Rata o Aotearoa and who is practising medicine in accordance with their scope of practice and any restrictions placed on them; and
2. Whose scope of practice is relevant to the **Injury**; and
3. Who is not you or your **relative**.

**Dominant arm** – the arm which a **doctor** certifies as your favoured arm when writing by hand and performing fine motor skills. For example, if you are right-handed and you suffer the total loss of your right arm, this is an **Injury** to their **Dominant arm**.

**Injury** – a bodily injury or bodily injuries to you:

1. Resulting from an accident caused by violent, external, and visible means; and
2. Occurring solely and directly and independent of any other cause including any **pre-existing physical or congenital condition** (except sickness directly resulting from medical or surgical treatment rendered necessary by such **Injury**); and
3. Resulting in any of the **Outcomes** specified in the Table of Outcomes and Benefits within 12 calendar months from the date of the **Injury**.

**Leg** – the entire limb between the hip and the ankle.

**Limb**– the entire limb between the shoulder and the wrist or between the hip and the ankle.

**Loss of Limb** – The total and permanent loss of the **Limb** or use of a **Limb**.

**Outcome** – defined in the table of Outcomes and Benefits.

**Paraplegia** – **permanent** and entire paralysis of both legs and part or whole of the lower half of the body.

**Permanent** – having lasted for six consecutive months from the date of the **Injury** and at the expiry of that period is certified by a **doctor** as being beyond hope of improvement.

**Pre-existing physical or congenital condition** – any physical defect, condition, symptom, injury, illness, or disease, diagnosed or otherwise, for which treatment, medication, or advice (including investigation) has been received or prescribed by a doctor or dentist in the forty-five (45) days immediately prior to the date of **Injury**.

**Quadriplegia** means **permanent** and entire paralysis of both legs and both arms.

**Relative** – means in relation to you:

1. Spouse or partner, including a person living in the nature of marriage with you; or

2. An immediate family member including parent, grandparent, child, grandchild, sibling, half sibling, parent-in-law, grandparent, step-parent, child, step-child, grandchild, sibling, half-sibling, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, fiancée, fiancé, aunt, uncle, niece or nephew.

**Rugby Event – where a Rugby Participant is:**

1. Engaged or playing in official matches or activities including championship or representative matches or activities.
2. Engaged in official organised training or practice for official matches or activities described in paragraph 1 of this definition.
3. Engaged in official organised pre-season training or practice within New Zealand.
4. Travelling between **your** place of residence or employment and any matches, activities, training or practice described in paragraphs 1-3 of this definition provided that **you** are required to engage in those activities and provided the travel is direct and uninterrupted.
5. Engaged in official speaking or speaking engagements for NZR affiliated sporting organisation to which **you** belong.
6. Staying away from **your** home district during a tour for the purpose of participating in representative matches or activities and when engaged in official organised activities.

**Rugby Participant –**

1. All players and reserves (excluding professional players who are on full NZR contracts).
2. Coaches.
3. Team managers.
4. Rugby administrators (while acting in their official capacity).
5. Health professionals.
6. Referees.
7. Ball kids.

8. Touch judges (or their substitutes) on match days.

**Terrorist act** - any actual or threatened use of force or violence directed at or causing damage, **Injury**, harm or disruption, or committing of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered **terrorist acts**. Terrorism shall also include any act which is verified or recognised by the (relevant) Government as an act of terrorism

**We/our/us** – New Zealand Rugby Union Incorporated.

**You/your** means a **Rugby Participant** or, where the **Injury** causes the Participant's death, the **Rugby Participant's** legal personal representative or any other person under the Administration Act 1969.

**Primary Responsibility:**      **General Manager Community Rugby**