

# Group Critical Illness & Injury Insurance

Policy Wording

CHUBB®

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# Group Critical Illness & Injury Insurance

## Policy Wording

### Important Information

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This document is set out in 6 parts.

1. Important Information
2. Section 1 - Lump Sum Benefits - Critical Illness or Injury
3. Section 2 - Weekly Benefits - Illness of Injury
4. General Exclusions Applicable to the Policy
5. General Provisions Applicable to the Policy
6. General Definitions Applicable to the Policy

#### 1. About this Group Critical Illness & Injury Insurance

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**This part is an introduction to the Policy which is set out from page 13. It is intended to help you understand more about Us and the cover provided. You should still read the entire document as the Policy contains more detail.**

This document contains important information about the insurance provided under it to assist in the making of a decision in relation to it.

#### *No Financial Advice*

The information contained in this document, including the Policy wording does not take into account the personal circumstances, objectives, financial situation or needs of the Policyholder or any Covered Person and does not constitute financial advice. The Policyholder and each Covered Person should consider the terms, conditions, exclusions and limitations, and obtain financial, legal, tax or other professional advice if required, before making any decisions about the Policy.

#### *Preparation Date*

This document was prepared on 11 January, 2021. Other documents may form part of Our Policy and if they do, We will tell the Policyholder in the relevant document.

#### 2. About the Insurer

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Chubb Insurance New Zealand Limited (Company No 104656, FSP No. 35924) (Chubb) is the insurer/issuer of this product. In this policy wording, “We”, “Us”, “Our” means Chubb Insurance New Zealand Limited. Our contact details are:

Head Office: CU 1-3, Shed 24, Princes Wharf, Auckland 1010  
Postal address: PO Box 734, Auckland 1140  
O +64 9 377 1459  
F +64 9 303 1909

### 3. Duty of Disclosure

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Before entering into this Policy with Us, the Policyholder has a duty to disclose to Us information that is material to Our decision whether to accept the insurance and, if so, on what terms. This includes material information about the Covered Persons and all risks insured under the Policy. Information may be material whether or not a specific question is asked.

There is the same duty to disclose material information to Us before renewal, extension, variation or reinstatement of a contract of insurance with Us. A Covered Person should also provide all material information when a Covered Person makes a claim under this Policy or if circumstances materially change during the term of the contract of insurance.

It is important that the Policyholder and each prospective Covered Person understands all information provided in support of the application for insurance, and any claim, and that it is correct. In addition, each prospective Covered Person will be bound by the answers and by the information they provide in making a claim.

The duty of disclosure continues after the application for insurance has been completed up until the time the contract of insurance is entered into.

#### *Consequences of Non-Disclosure*

If a Policyholder or prospective Covered Person fails to comply with their duty of disclosure, We may be entitled, without prejudice to Our other rights, to reduce Our liability under the contract in respect of a claim or refuse to pay the entire claim. We may also have the right to avoid the contract from its beginning. This means the contract will be treated as if it never existed and no claims will be payable.

### 4. Financial Strength Rating

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At the time of print, Chubb has an “AA-” insurer financial strength rating given by S&P Global Ratings. The rating scale is:

AAA	Extremely Strong	BBB	Good	CCC	Very Weak	SD or D – selective default or default
AA	Very Strong	BB	Marginal	CC	Extremely Weak	R - Regulatory Action
A	Strong	B	Weak			NR – Not Rated

The rating from ‘AA’ to ‘CCC’ may be modified by the addition of a plus (+) or minus (-) sign to show relative standings within the major rating categories. A full description of the rating scale is available on the S&P Global Ratings [website](#).

Our rating is reviewed annually and may change from time to time, so please refer to Our website for Our latest financial strength rating.

### 5. Fair Insurance Code

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We are a member of the Insurance Council of New Zealand (ICNZ) and a signatory to ICNZ’s Fair Insurance Code (**the Code**). The Code and information about the Code is available at [www.icnz.org.nz](http://www.icnz.org.nz) and on request.



### 6. Privacy Statement

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This statement is a summary of Our privacy policy and provides an overview of how We collect, disclose and handle a Covered Person’s personal information. Our privacy policy may change from time to time and where this occurs, the updated privacy policy will be posted on Our website. The Policyholder will ensure, and if requested by Us provide confirmation, that each Covered Person is made aware of Our privacy policy, and consents to any disclosure of their personal information to Us.

In this Statement “You” and “Your” refers to Our customers and prospective customers, including prospective Covered Person(s), as well as those who use Our website.

Chubb is committed to protecting Your privacy. Chubb collects, uses and retains Your personal information in accordance with the principles in the Privacy Act, as amended or replaced from time to time.

## **Personal Information Handling Practices**

### *When do We collect Your personal information?*

Chubb collects Your personal information (which may include health information) from You when the Policyholder interacts with Us, including when applying for, changing or renewing an insurance policy with Us. You and persons entitled to cover under this policy may provide personal information (which may include health information) to us when We are processing a claim, complaint or dispute. Chubb may also (and You authorise Chubb to) collect Your personal information from other parties such as brokers or service providers, as detailed in Our privacy policy.

### *Purpose of Collection*

We collect and hold the information to offer products and services to You, including to assess applications for insurance, to provide and administer insurance products and services, and to handle any claim, complaint or dispute that may be made under a policy.

If You do not provide Us with this information, We may not be able to provide You with insurance or to respond to any claim, complaint or dispute, or offer other products and services to You or Your organisation.

Sometimes, We may also use Your personal information for Our marketing campaigns and research, to improve Our services or in relation to new products, services or information that may be of interest to You.

### *Recipients of the Information and Disclosure*

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 lawyers, doctors and other medical service providers, credit reference bureaus and call centres);
- intermediaries and service providers engaged by You (such as current or previous brokers, travel agencies and airlines);
- other companies in the Chubb group;
- Covered Person(s) when making a claim and the Policyholder (where the insured person is not the policyholder);
- insurance and reinsurance intermediaries, other insurers, Our reinsurers and marketing agencies; and
- government agencies or organisations (where We are required to by law or otherwise).

These third parties may be located outside New Zealand. In such circumstances We also take steps to ensure Your personal information remains adequately protected.

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.

### *Rights of Access to, and Correction of, Information*

If You would like to access a copy of Your personal information, or to correct or update Your personal information, want to withdraw Your consent to receiving offers of products or services from Us or persons We have an association with, please contact the Privacy Officer by posting correspondence to Chubb Insurance New Zealand Limited, PO Box 734, Auckland; telephoning: +64 (9) 3771459; or emailing [Privacy.NZ@chubb.com](mailto:Privacy.NZ@chubb.com).

### *How to Make a Complaint*

If You have a complaint or would like more information about how We manage Your Personal Information, please review [Our Privacy Policy](#) for more details, or contact Our Privacy Officer at the details above.

You also have a right to address Your complaint directly to the Privacy Commissioner by telephoning 0800 803 909, emailing [enquiries@privacy.org.nz](mailto:enquiries@privacy.org.nz) or using the online form available on the Privacy Commissioner's website at [www.privacy.org.nz](http://www.privacy.org.nz).

## 7. Complaints and Dispute Resolution

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We take the concerns of Our customers very seriously and have detailed complaint handling and dispute resolution procedures that a Covered Person may access, at no cost to them. To assist Us with enquiries, please provide Us with the claim or policy number (if applicable) and as much information as you can about the reason for the complaint or dispute.

Our complaints and dispute procedures are as follows:

### *Stage 1 - Complaint Handling Procedure*

If a Covered Person is dissatisfied with any of Our products or services and wishes to lodge a complaint, they can contact Us via:

E [Complaints.NZ@chubb.com](mailto:Complaints.NZ@chubb.com)

O 0800 422 346

F +64 9 303 1909

Post:

The Complaints Officer

Chubb Insurance New Zealand Limited

PO Box 734

Shortland Street

Auckland 1140

### *Stage 2 – Dispute Resolution Procedure*

If a Covered Person is dissatisfied with Our response to their complaint, they can advise that they wish to take their complaint to Stage 2 and referred to Our dispute resolution team. Our internal dispute resolution team can be contacted via:

E [DisputeResolution.NZ@chubb.com](mailto:DisputeResolution.NZ@chubb.com)

O +64 9 377 1459

F +64 9 303 1909

Post:

Internal Dispute Resolution Service

Chubb Insurance New Zealand Limited

PO Box 734

Shortland Street

Auckland 1140

### *Stage 3 - External Dispute Resolution*

We are a member of an independent external dispute resolution scheme operated by Financial Services Complaints Limited (**FSCL**) and approved by the Ministry of Commerce & Consumer Affairs. Subject to FSCL's Terms of Reference, if a Covered Person is dissatisfied with Our dispute determination or We are unable to resolve their complaint or dispute to their satisfaction within two months they may contact FSCL via:

Financial Services Complaints Limited

PO Box 5967, Lambton Quay, Wellington 6145

O 0800 347 257 (Call Free for consumers) or +64 4 472 FSCL (472 3725)

F +64 4 472 3728

E [info@fscl.org.nz](mailto:info@fscl.org.nz)  
W [www.fscl.org.nz](http://www.fscl.org.nz)

Please note if a Covered Person would like to refer their complaint or dispute to FSCL they must do so within two (2) months of the date of Our dispute determination.

Further details regarding Our complaint handling and dispute resolution procedures are available from Our website and on request.

## 8. Summary of Insurance

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The following provides a summary of the main covers available under the Policy only; it does not form part of the Policy and cannot be relied on as a full description of the cover provided. Each aspect of cover is only provided if it is specified as being applicable in the current Schedule

Please refer to the relevant Sections of the Policy and the current Schedule for full benefit details and applicable terms, definitions, limitations, conditions and exclusions.

The Policy defines certain terms used in this summary, either under General Definitions Applicable to the Policy, or as definitions specific to either Section.

### **What We cover**

#### *Section 1 Lump Sum Benefits - Critical Illness or Injury*

We may pay lump sum benefits if a Covered Person is diagnosed with a specific Illness, sustains a specific Injury or undergoes a specific surgery during the Period of Insurance. The Policy may include benefit for Cancer, Chronic Kidney Failure, Heart Attack, Paralysis, Stroke and more. The level of cover provided is shown on the current Schedule.

#### *Section 2 Weekly Benefits - Illness or Injury*

We may pay weekly benefits for a specific Benefit Period if a Covered Person suffers from a Temporary Total Disablement during the Period of Insurance or Renewal Period due to the Covered Person being diagnosed with an Illness or sustaining an Injury. The level of cover provided is shown on the current Schedule.

The cover in the Policy is subject to certain terms, conditions and exclusions (including limits and excesses) which are described under each Section as well as under the following parts:

- General Exclusions Applicable to the Policy
- General Provisions Applicable to the Policy
- General Definitions Applicable to the Policy

For example:

- with respect to Critical Illness and Injury, a Waiting Period may apply that means that no benefit will be payable for specific medical conditions which occur during the Waiting Period as shown on the current Schedule (subject to any applicable Takeover Terms Endorsement, which may vary the requirement for an Illness or Injury to occur during the Period of Insurance).
- with respect to weekly benefits, the Temporary Total Disablement must occur during the Period of Insurance or any Renewal Period (if renewed) and We will only cover claims which occur within twelve (12) months of the Injury or date the Covered Person first sought treatment for and/or advice in relation to the Illness from a Medical Practitioner;
- We only pay up to the benefit limits as shown in the current Schedule.
- Benefits with respect to Temporary Total Disablement are not provided to the extent that it is covered by the Accident Compensation Corporation (ACC), other insurance, or by sick pay received. We will however pay the difference between what is payable under the ACC, other insurance policy or other source and what the Policyholder or the Covered Person would be otherwise entitled to recover under the Policy, where permissible by law.



The Policy wording should be read in full to decide whether this cover is suitable. Covered Persons should also read it in full to understand cover provided under it.

## 9. Eligibility

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This Policy is mandatory for all Employees within the Eligibility Criteria unless We state otherwise as an Endorsement on the current Schedule.

To be eligible for cover under this Policy, a Covered Person will be as described in the current Schedule and will need to meet the following criteria:

- a) must be an Employee of the Policyholder; and
- b) must be within the Age Range Of The Covered Persons as shown on the Schedule; and
- c) must be a Resident of New Zealand.

## 10. Assistance in reading and understanding this Policy Wording

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Please read this document carefully to help understand the cover provided. Importantly:

- a) Sections 1 and 2 explain the cover and the events that are covered. These Sections may also contain specific terms and conditions (e.g. benefit limits and excesses) that apply and which may restrict the cover.
- b) The General Definitions Applicable to the Policy section defines certain terms used in the Policy.
- c) The General Exclusions Applicable to the Policy and General Provisions Applicable to the Policy sections which set out what is not covered and any provisions.
- d) The Current Schedule sets out the specific covers that apply, any applicable limits and excesses not specified in this document and any additional special terms applicable to this insurance such as the definition of Covered Persons and the scope of cover.

For any further information, please contact Us.

## 11. Group Insurance Policy

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The Policyholder must ensure that a copy of this document is made available to each Covered Person, to ensure that each Covered Person understands cover provided and rights relating to their personal information. The Policyholder is not authorised to make any representation about the Policy other than what is contained in this document.

## 12. Premium

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All cover is subject to the payment of Premium and the terms, conditions, exclusions and provisions of the Policy. When calculating the Premium for the Policy We take a range of factors into account, which may include:

- a) occupations, genders or ages of persons to be covered under the Policy;
- b) previous insurance history of the Policyholder or persons to be covered under the Policy;
- c) the type and amount of cover provided.

It is important for the Policyholder to know that the Premium varies depending on the information We receive from the Policyholder about the risk to be covered by Us. Based on Our experience, We decide what factors increase Our risk and how they should impact on the Premium.

The Premium also includes amounts that take into account Our obligation to pay any relevant compulsory government charges or taxes (including GST) in relation to the Policy. These amounts will be set out separately in the Schedule as part of the total Premium payable.

When the Policyholder applies for this insurance, the Policyholder will be advised of the total initial Premium amount, when it needs to be paid and how it can be paid.



### *Non-Payment of Premium*

If the Policyholder fails to pay the Premium on time, and the Premium remains unpaid for at least ninety (90) days We may cancel the Policy.

We may change the Premium at any renewal of the Policy. We would notify the Policyholder of the new premium as a part of that renewal.

### 13. Cooling Off and Cancellation Rights

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The Policyholder has fourteen (14) days after they enter the Policy (including any new policy to be issued on renewal) to decide if this insurance meets their needs, and those of its Employees. The Policyholder may cancel the Policy simply by advising Us in writing within those fourteen (14) days to cancel it. If the Policyholder does this We will refund any premiums the Policyholder has paid during this cooling off period. However, the Policyholder will not receive a refund if any claims have been paid during this cooling off period.

#### *Cancellation of the Policy*

The Policyholder may cancel the Policy at any time by notifying Us in writing. The cancellation will take effect at 4.01pm New Zealand Time on the date We receive the written cancellation. We shall retain a pro-rata proportion of the premium for the time the Policy has been in force and refund the balance to the Policyholder.

However, We do not refund any premium if We have paid a benefit under the Policy.

We may cancel this Policy by giving the Policyholder written notice, to the address on file for the Policyholder, if the Policyholder:

- a) breaches the Duty of Disclosure;
- b) makes a misrepresentation to Us before or at any time the Policy was entered into;
- c) engages in any act or omission which under the terms of the Policy authorises Us to refuse to pay a claim either in whole or in part;
- d) breach a material provision of the Policy;

If We cancel the Policy We shall refund the premium less an amount to cover the period for which the Policyholder was insured, however, We do not refund any premium if We have paid a benefit under the Policy. Automatic cancellation of the Policy may occur without any written notice from Us if the Policyholder is paying the premium and the Policyholder does not pay an instalment within ninety (90) days of when it is due. The cancellation takes effect from the date the premium the Policyholder has paid Us ceases to cover the insurance under this Policy. The Policy sets out full terms and conditions.

### 14. Renewal Procedure

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Before the Policy expires, We will advise the Policyholder whether We intend to offer renewal and if so on what terms.

It is important to check the terms of any renewal before renewing to ensure that the details are correct. If the Policy is not renewed, or if its terms are changed on renewal, the Policyholder agrees to inform all of its Employees.

### 15. Updating this Policy Wording

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We may need to update this policy wording where:

1. We can legally do so and where the update is to rectify an error or omission; and/or
2. where the update is not materially adverse from the point of view of a reasonable person deciding whether to buy this insurance; and/or
3. where such update is otherwise required and permitted by law.

We will issue the Policyholder with a new policy wording or other document to update the relevant information by letter, email or otherwise. If a new policy wording is issued, the Policyholder agrees to provide a copy to all Covered Persons.

A paper copy of any updated information is available to the Policyholder at no cost by contacting Us.

## General Definitions Applicable to the Policy

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For the purposes of this Policy the following definitions apply:

**Accident** means a sudden, external and identifiable event that happens by chance and could not have been expected from the reasonable perspective of the Covered Person.

**Age Range Of The Covered Persons** means the age range of the Covered Persons of the respective categories, as shown in the current Schedule.

**At Work** means a Covered Person who is:

- a) performing all their usual duties on behalf of the Policyholder and working their usual hours without limitation on the relevant day (or if the relevant day was not a normal business day, then the first normal business day following the relevant day); and
- b) not restricted by Illness or Injury of being capable of performing all their normal duties on behalf of the Policyholder.

Furthermore, a Covered Person will be considered by Us to be at work if on the relevant day, as the context requires, they are on Policyholder approved leave as per the conditions set out in *General Provisions Applicable to the Policy - Automatic Cover Extension, Leave - Paid and Unpaid*.

**Civil War** means any of the following, whether declared or not: armed opposition, insurrection, revolution, armed rebellion, sedition or usurped power, involving two or more parties belonging to the same country where the opposing parties are of different ethnic religious or idealistic groups.

**Claimant** means the Policyholder or a Covered Person.

**Close Relative** means Parent, Spouse/Partner, child, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, half-brother, half-sister, fiancé(e), niece, nephew, uncle, aunt, stepchild, grandparent or grandchild.

**Commencement Date** means the date We agree to provide cover under the Policy, as shown in the current Schedule, and in association with *General Provisions Applicable to the Policy - Addition or Deletion of Covered Person's during the Period of Insurance*.

**Covered Person(s)** means a person that meets the Eligibility Criteria and with respect to whom Premium has been paid or agreed to be paid by the Policyholder. They are a person that is legally entitled to claim under the Policy. A Covered Person is not a contracting insured under the Policy with Us. Our agreement is entered into with the Policyholder.

**Eligibility Criteria** means that for a person to be eligible for cover under this Policy, in association with *General Provisions Applicable to the Policy - Automatic Acceptance*, they:

- a) must be an Employee of the Policyholder; and
- b) must be within the Age Range Of The Covered Persons, as shown in the current Schedule, during the Period of Insurance; and
- c) must be a Resident of New Zealand.

This Policy is mandatory for all Employees unless We state otherwise as an Endorsement.

**Employee(s)** means all persons employed on a permanent basis by the Policyholder and who meet the Eligibility Criteria.

**Endorsement** means a written alteration to the terms of the Policy as shown in the current Schedule.

**Illness** means any sickness or disease of the Covered Person occurring during the Period of Insurance and whilst the person is a Covered Person (subject to any applicable Takeover Terms Endorsement, which may vary the requirement for the sickness or disease to occur during the Period of Insurance). It does not mean an Injury.

**Injury** means a bodily injury resulting solely and directly from an Accident and which occurs independently of any illness or any other cause, where the bodily injury and Accident both occur during the Period of Insurance and whilst the person is a Covered Person (subject to any applicable Takeover Terms Endorsement, which may vary the requirement for the bodily injury and Accident to occur during the Period of Insurance). Injury includes sickness or disease resulting directly from medical or surgical treatment rendered necessary by any bodily injury. It does not mean an Illness.

**Medical Practitioner** means a person who is registered in New Zealand as a medical practitioner by the Medical Council of New Zealand, other than:

- a) the Policyholder;
- b) the Covered Person;
- c) a Close Relative of the Covered Person;
- d) an Employee; or
- e) other persons in the Policyholder's service including directors, board members, consultants, contractors, sub-contractors and/or self-employed persons undertaking work on the Policyholder's behalf.

**New Events Cover** means cover for an Illness or Injury except for the Illness or Injury that directly or indirectly caused the Covered Person to not be At Work on the Commencement Date.

**Parent** means parent, parent-in-law, step-parent or such person who was the Covered Person's primary care giver as a child.

**Period of Insurance** means the period shown as in the current Schedule or such shorter time if the Policy is terminated and for which cover applies under the Policy, which shall not in any case exceed a period of one (1) year.

**Policy** means this policy wording, the current Schedule and any other documents We may issue to the Policyholder that We advise will form part of the Policy (such as Endorsements).

**Policyholder** means the company or organisation listed as the Policyholder in the current Schedule who is the contracting insured.

**Pre-Disability Duties** means the Covered Person returning to work for the Policyholder and then working in the same capacity for at least thirty (30) consecutive days without any restriction of the Illness or Injury that directly or indirectly caused the Covered Person to not be At Work on the Commencement Date.

**Premium** means the premium payable by the Policyholder in respect of the Policy.

**Resident of New Zealand** means a New Zealand or Australian citizen, or a holder of a New Zealand permanent residency visa, partner/spouse visa, New Zealand skilled migrant visa or a student visa:

- a) with a right to entry into New Zealand in accordance with their citizenship, residency or visa;
- b) with access to long-term medical care in New Zealand;
- c) who has a permanent residential address in New Zealand; and
- d) who currently resides in New Zealand,

provided that points (b), (c) and (d) are waived with respect to the *Overseas Assignment* section of the *Automatic Cover Extensions* in the *General Provisions Applicable to the Policy* section.

**Schedule** means the schedule listing the benefits and limits which is issued by Us to the Policyholder.

**Spouse/Partner** means a Covered Person's husband or wife and includes a de-facto and/or life partner with whom a Covered Person has continuously cohabited for a period of at least three (3) consecutive months at the time of loss.

**Takeover Terms** means the conditions set out in *General Provisions Applicable to the Policy - Automatic Acceptance*, that must be met by a Covered Person for Us to waive (a) and/or (b) below, but only if shown on the current Schedule as an Endorsement:

- a) with respect to Critical Illness or Injury:
  - i. the Waiting Period.
- b) with respect to Temporary Total Disablement:
  - i. the requirement for an Illness or Injury to occur during the Period of Insurance, and
  - ii. the Pre-Existing Medical Condition exclusion.

**War** means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

**We/Us/Our or Chubb** means Chubb Insurance New Zealand Limited (Company No 104656, FSP No. 35924) who is the insurer/issuer of the Policy.

## Section 1: Lump Sum Benefits – Critical Illness or Injury

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### Extent of Cover

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This Section is subject to the other terms, conditions and exclusions of the Policy.

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person is diagnosed with a Critical Illness or Injury, or as requiring one of the surgeries defined as a Critical Illness or Injury, and a duly qualified Medical Practitioner certifies this, We will pay the Policyholder the Critical Illness or Injury benefit, provided an amount is shown in the current Schedule against *Section 1 Lump Sum Benefits – Critical Illness or Injury*.

### Conditions applying to Section 1 of the Policy

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Where We do not agree with the opinion given by the Covered Person's Medical Practitioner, We have the right (at Our own expense) to have the relevant Covered Person examined by a Medical Practitioner of Our choice. If the Medical Practitioner (authorised by Us) forms an opinion that is contrary to the opinion of the initial Medical Practitioner, We will obtain an independent Medical Practitioner's opinion which will be the opinion used for the purposes of the definition of Critical Illness or Injury.

### Exclusions applying to Section 1 of the Policy

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We will not pay a Critical Illness or Injury lump sum benefit if:

- a) the Covered Person's Critical Illness or Injury occurs during the Waiting Period (subject to any applicable Takeover Terms Endorsement).
- b) the Covered Person has been diagnosed with a condition or has undergone a surgery defined as a Critical Illness or Injury, and then survives for a period of less than fourteen (14) days after the diagnosis or surgery.
- c) the Covered Person does not fall within the Age Range Of The Covered Persons when they are diagnosed with or undergo a surgery defined as a Critical Illness or Injury.
- d) there is no benefit amount shown in the current Schedule against *Section 1 Lump Sum Benefits – Critical Illness or Injury*.

### General Definitions applying to Section 1 of the Policy

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For the purposes of Section 1 of the Policy, the following definitions apply:

**Activities of Daily Living** means the Covered Person being able to undertake the following without assistance of another person:

- a) bathing and showering – the ability to wash in the bath or shower (including getting in or out of the bath or shower) or wash satisfactorily by other means. The Covered Person will be considered by Us to be able to bathe themselves even if these tasks can only be performed by using equipment or adaptive devices.
- b) dressing and undressing – the ability of the Covered Person to put on, take off, secure and unfasten all garments, and as appropriate any braces, artificial limbs or other surgical appliances.
- c) feeding - the ability of the Covered Person to feed themselves, once food and drink have been prepared.
- d) mobility – the ability of the Covered Person to move from place to place by walking, wheelchair or with the assistance of a walking aid (including mechanical or motorised devices). The Covered Person will be considered by Us to be able to perform the activity even if these tasks can only be performed by using equipment or adaptive devices.
- e) using a toilet – the ability to use the toilet with or without aids or otherwise manage bowel and bladder function to maintain a satisfactory level of personal hygiene.

**Critical Illness or Injury** means an Illness or Injury which is or results in (1) of the following: Accidentally acquired HIV; Alzheimer's Disease/Dementia; Aorta Surgery; Angioplasty; Aplastic Anaemia; Benign Brain or Spine Tumour; Blindness; Cancer; Cardiomyopathy; Chronic Kidney Failure; Chronic Liver Failure; Coma; Coronary Artery Bypass Surgery; Creutzfeldt-Jakob Disease; Heart Attack; Heart Valve Surgery; Loss of Hearing; Loss of Independent Existence; Loss of Limbs; Loss of Speech; Major Burns; Major Head Trauma;

Major Organ Transplant; Meningitis; Motor Neurone Disease; Multiple Sclerosis; Muscular Dystrophy; Out of Hospital Cardiac Arrest; Paralysis; Parkinson's Disease; Pneumonectomy; Primary Pulmonary Hypertension; Stroke.

**Waiting Period** means the period of time, as shown in the current Schedule, after the Commencement Date of the Covered Person's coverage under this Policy during which no benefits are payable as result of any of the following subject to any applicable Takeover Terms Endorsement:

- a) Aorta Surgery;
- b) Angioplasty;
- c) Cancer;
- d) Chronic Kidney Failure;
- e) Coronary Artery Bypass Surgery;
- f) Heart Attack;
- g) Heart Valve Surgery;
- h) Out of Hospital Cardiac Arrest;
- i) Stroke.

#### Definitions of Critical Illness or Injury applying to Section 1 of the Policy

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For the purposes of Section 1 of the Policy, the following definitions apply:

**Accidentally acquired HIV** means infection with the human immunodeficiency virus (HIV) acquired by either:

- a) an Accident occurring during the Covered Person's occupation with the Policyholder; or
- b) through the medium of a blood transfusion, transfusion of blood products, organ transplant, assisted reproduction technique or other medical procedure or operation performed by a duly qualified Medical Practitioner,

with medical evidence supplied by a duly qualified Medical Practitioner.

Seroconversion evidence of the HIV infection must occur within six (6) months of the Accident or an event indicated under paragraph (b) above.

Any Accident giving rise to a potential claim must be reported to Us within thirty (30) days and be supported by a negative HIV antibody test taken within seven (7) days after the Accident.

For the avoidance of doubt, HIV infection transmitted by any other means, including but not limited to sexual activity or non-medical intravenous drug use shall not fall within the definition of "Accidentally acquired HIV" and as such is not covered by the Policy.

**Alzheimer's Disease / Dementia** means the unequivocal diagnosis by a duly qualified Medical Practitioner of Alzheimer's disease or dementia which must confirm permanent irreversible failure of brain function resulting in significant cognitive impairment, (which is defined as a deterioration or loss of intellectual capacity that results in a requirement for permanent supervision), for which no other cause has been identified and results in the Covered Person either:

- a) being permanently unable to perform at least one (1) of the Activities of Daily Living, or
- b) requiring continual supervision for their protection and safety.

**Aorta Surgery** means surgery to correct any narrowing, dissection or aneurysm of the abdominal or thoracic aorta by repair or its replacement with medical evidence supplied by a duly qualified Medical Practitioner.

For the purpose of this definition, aorta means the thoracic and abdominal aorta, but not its branches.

For the avoidance of doubt, angioplasty, intra-arterial procedures or other nonsurgical techniques shall not fall within the definition of "Aorta Surgery" and as such are not covered by this Policy.

**Angioplasty** means the actual undergoing of coronary artery angioplasty to correct a narrowing or blockage of three or more coronary arteries within the same procedure that is considered necessary by a duly qualified Medical Practitioner on the basis of angiographic evidence, indicating an obstruction of three (3) or more coronary arteries.

Angiographic evidence indicating obstruction of the treated coronary arteries and confirmation from a consultant cardiologist is required to confirm that the procedure is medically necessary.

**Aplastic Anaemia** means bone marrow failure as determined by a duly qualified Medical Practitioner which results in anaemia, neutropenia and thrombocytopenia requiring treatment with at least one (1) of the following:

- a) bone marrow transplantation,
- b) blood product transfusions,
- c) immunosuppressive agents,
- d) marrow stimulant agents, or
- e) peripheral blood stem cell transplant

**Benign Brain or Spine Tumour** means a non-cancerous tumour in the brain or spinal cord which either requires surgical excision or causes significant neurological deficit persisting for at least six (6) consecutive months as confirmed by a duly qualified Medical Practitioner. The presence of the underlying tumour must be confirmed by imaging studies such as CT or MRI scan.

For the avoidance of doubt, the following shall not fall within the definition of "Benign Brain or Spine Tumour" and as such are not covered by the Policy:

- a) cysts, granulomas or cerebral abscesses;
- b) malformations in or of the arteries or veins of the brain or spinal cord;
- c) haematomas;
- d) tumours in the pituitary gland or spinal cord.

**Blindness** means the permanent, uncorrectable loss of sight in both eyes as a result of Illness or Injury as certified by a duly qualified Medical Practitioner and confirmed by a registered ophthalmologist to the extent that the Covered Person's

- a) visual acuity is 6/60 or less in both eyes, or
- b) visual field is reduced to 10 degrees or less arc.

**Cancer** means the presence of one (1) or more malignant tumours characterised by uncontrolled growth and spread of malignant cells and invasion of tissue, resulting in positive diagnosis by a duly qualified Medical Practitioner and confirmed by a registered pathologist on the basis of the histopathologic or cytopathologic patterns of the lesion which correlate with the clinical and imaging findings.

This includes leukaemia, lymphomas, Hodgkin's disease, bone marrow disorders and melanoma, other than where specifically not covered as below.

For the avoidance of any doubt, "Cancer" does not include the following which are not covered by the Policy:

- a) Carcinoma in situ (unless it results in the removal of the entire breast, testicle or organ to arrest spread of malignancy and this procedure is the appropriate and necessary treatment as certified by an oncologist);
- b) Kaposi's Sarcoma or any other AIDS related cancers and cancer in the presence of human immunodeficiency virus (HIV);
- c) chronic lymphocytic leukaemia less than Rai stage 3;
- d) prostate tumours with a Gleason score equal to or less than 6 or a TNM classification of T1 or equivalent staging;
- e) melanoma that are less than Clark Level 3, and less than 1.5mm in thickness as measured using the Breslow method and have no evidence of ulceration as determined by histological examination;
- f) all hyperkeratoses or basal cell carcinomas of the skin;



- g) all squamous cell carcinomas of the skin unless they have spread to other organs;
- h) all cancers which are confined to the thyroid gland and/or papillary thyroid carcinoma.

**Cardiomyopathy** means impaired ventricular function of variable aetiology, resulting in permanent irreversible physical impairments to the degree of at least class 3 of the New York Heart Association classification of cardiac impairment as described below, with medical evidence be supplied by a duly qualified Medical Practitioner:

Class 1 – no limitation of physical activity, no symptoms with ordinary physical activity.

Class 2 – slight limitation of physical activity, symptoms occur with ordinary physical activity.

Class 3 – marked limitation of physical activity and comfortable at rest, symptoms occur with less than ordinary physical activity.

Class 4 – symptoms with any physical activity and may occur at rest, symptoms increased in severity with any physical activity.

**Chronic Kidney Failure** means end stage renal failure determined by a duly qualified Medical Practitioner presenting as a chronic irreversible failure of both kidneys to function, as a result of which regular renal dialysis is instituted or renal transplantation is carried out.

**Chronic Liver Failure** means end stage liver failure as determined by a duly qualified Medical Practitioner which is characterised by at least one (1) of the following:

- a) permanent jaundice,
- b) oesophageal varices,
- c) ascites, or
- d) hepatic encephalopathy.

For the avoidance of doubt, chronic liver failure caused by alcohol, drug or substance abuse shall not fall within the definition of "Chronic Liver Failure" and as such is not covered by the Policy.

**Coma** means a state of unconsciousness with no reaction to external stimuli or internal needs, persisting continuously with the use of a life support system for a period of at least seventy-two (72) hours and causing either:

- a) the Covered Person to suffer at least 25% impairment of whole person function that is permanent; or
- b) the Covered Person to be constantly and permanently unable to perform at least two (2) Activities of Daily Living,

as confirmed by a duly qualified Medical Practitioner.

For the avoidance of doubt, coma caused by alcohol, drug or substance abuse, or a medically induced coma shall not fall within the definition of "Coma" and as such is not covered by the Policy.

**Coronary Artery Bypass Surgery** means medically necessary coronary artery bypass graft surgery to correct coronary artery disease causing inadequate myocardial blood supply. Angiographic evidence of the underlying disease must be provided by a duly qualified Medical Practitioner.

For the avoidance of any doubt angioplasty, intra-arterial procedures and/or other non-surgical techniques shall not fall within the definition of "Coronary Artery Bypass Surgery" and as such are not covered by the Policy.

**Creutzfeldt- Jakob Disease** means the unequivocal diagnosis of Creutzfeldt-Jakob disease by a duly qualified Medical Practitioner with signs and symptoms of:

- a) cerebellar dysfunction
- b) severe progressive dementia
- c) uncontrolled muscle spasm

- d) tremor; and
- e) athetosis

resulting in the requirement for permanent and continual medical supervision.

**Heart Attack** means the death of a portion of the heart muscle as a result of inadequate blood supply to the area. The basis of diagnosis by a duly qualified Medical Practitioner must include the following:

- a) electrocardiographic changes associated with myocardial infarction, and
- b) elevation of cardiac enzymes consistent with a myocardial infarction

If a heart attack cannot be confirmed using the above metrics, we'll consider a claim based on evidence that the attack has reduced the 'ejection fraction' (the volume of blood pumped out of the heart chamber with each heartbeat) by at least 50%, measured ninety (90) or more days after the attack.

**Heart Valve Surgery** means surgery to replace or repair a cardiac valve(s) as a consequence of heart valve defects or abnormalities as determined by a duly qualified Medical Practitioner.

For the avoidance of doubt angioplasty, intra-arterial procedures and/or other non-surgical techniques shall not fall within the definition of "Heart Valve Surgery" and as such are not covered by the Policy.

**Loss of Hearing** means total, irreversible and irreparable loss of hearing, both natural and assisted, in both ears as a result of Injury or Illness as certified by a duly qualified Medical Practitioner.

**Loss of Independent Existence** means a condition where, as a result of an Illness or Injury the Covered Person is totally and permanently unable to perform at least two (2) Activities of Daily Living as determined by a duly qualified Medical Practitioner.

**Loss of Limbs** means the total and irrecoverable loss of use as result of Illness or Injury of any of:

- a) both hands; or
- b) both feet; or
- c) one (1) hand and one (1) foot,

with medical evidence supplied by a duly qualified Medical Practitioner.

**Loss of Speech** means total and irrecoverable loss of the ability to produce intelligible speech a result of damage to the larynx or its nerve supply, or to the speech centres of the brain, whether caused by Illness or Injury, which must be established and the diagnosis reaffirmed after a a period of three (3) consecutive months of such a loss by a duly qualified Medical Practitioner.

For the avoidance of doubt, loss of speech due to any psychological cause shall not fall within the definition of "Loss of Speech" and as such is not covered by the Policy.

**Major Burns** means tissue Injury caused by thermal, electrical or chemical agents causing third degree (or full thickness) burns to at least:

- a) 20% of the body surface area as measured by the Rule of 9 of the Lund and Browder Body Surface Chart; or
- b) 50% of both hands, requiring surgical debridement and/or grafting; or
- c) 25% of the face, requiring surgical debridement and/or grafting,

with medical evidence supplied by a duly qualified Medical Practitioner.

**Major Head Trauma** means an Injury to the head causing either:

- a) at least a 25% impairment of whole person function that is permanent; or
- b) the Covered Person to be constantly and permanent unable to perform at least one (1) of the Activities of Daily Living,

with medical evidence supplied by a duly qualified Medical Practitioner.

**Major Organ Transplant** means

- a) the Covered Person undergoing an organ transplant from a human donor of one (1) or more of the following:
  - i. bone marrow,
  - ii. kidney,
  - iii. heart,
  - iv. lung,
  - v. liver,
  - vi. pancreas, or
  - vii. small bowel; or
- b) the Covered Person being placed on an official waiting list of a Transplantation Society of Australia and New Zealand recognised transplant unit, for an organ transplant from a human donor of one (1) or more of the organs specified above.

The transplant must be considered medically necessary and the condition must be untreatable except by an organ transplant, as confirmed by a duly qualified Medical Practitioner.

For the avoidance of doubt, the transplant of all other organs, parts of organs or any other tissue transplant shall not fall within the definition of "Major Organ Transplant" and as such are not covered by the Policy.

**Meningitis** means the unequivocal diagnosis by a duly qualified Medical Practitioner of meningitis and/ or meningococcal disease, including meningococcal septicaemia, resulting in either:

- a) at least a 25% impairment of whole person function that is permanent, or
- b) the permanent inability to perform at least one (1) of the Activities of Daily Living.

**Motor Neurone Disease** means the unequivocal diagnosis by a duly qualified Medical Practitioner and confirmed by neurological investigations.

**Multiple Sclerosis** means a disease characterised by demyelination in the brain and spinal cord unequivocally diagnosed by a duly qualified Medical Practitioner. There must be more than one episode of well defined neurological deficit with persisting neurological abnormalities and causing the Covered Person either:

- a) to suffer at least 25% impairment of whole person function that is permanent, or
- b) to be constantly and permanently unable to perform at least one (1) of the Activities of Daily living, or
- c) to be assigned a 7.5 or higher score on the Kurtzke Expanded Disability Status Scale (EDSS),

the diagnosis will be based on confirmatory neurological investigations e.g. lumbar puncture, evoked visual responses, evoked auditory responses and nuclear magnetic resonance evidence of lesions of the central nervous system.

**Muscular Dystrophy** means the unequivocal diagnosis by a duly qualified Medical Practitioner resulting in either:

- a) at least a 25% impairment of whole person function that is permanent, or
- b) the inability of the Covered Person to independently perform at least one (1) of the Activities of Daily Living.

**Out of Hospital Cardiac Arrest** means cardiac arrest that is the sudden breakdown of the heart's pumping function where it:

- a) is due to cardiac asystole (complete failure of the heart causing cardiac arrest) or ventricular fibrillation (heart abnormality with ineffective twitching of the heart chambers), and
- b) is not associated with any clinical procedure, and
- c) is documented by electrocardiographic (ECG) changes, and
- d) occurs outside a hospital, ambulance or other medical facility,

with medical evidence supplied by a duly qualified Medical Practitioner.

**Paralysis** means the total and permanent loss of function as a result of Injury to, or Illness of, the spinal cord or brain as defined below, with medical evidence supplied by a duly qualified Medical Practitioner:

- a) Diplegia means a loss of function of both sides of the body.
- b) Hemiplegia means a loss of function of one (1) side of the body.
- c) Paraplegia means a loss of function of both legs.
- d) Quadriplegia / Tetraplegia means a loss of function of both arms and both legs.

**Parkinson's Disease** means unequivocal diagnosis by a duly qualified Medical Practitioner of degenerative idiopathic Parkinson's disease, supranuclear palsy or cortico-basal degeneration, where the condition cannot be controlled by medication and is resulting in either:

- a) at least a 25% impairment of whole person function that is permanent; or
- b) the Covered Person to be constantly and permanent unable to perform at least one (1) of the Activities of Daily.

For the avoidance of doubt, all other forms of Parkinsonism, including but not limited to iatrogenic Parkinsonism and Parkinsonism secondary to infection or trauma, shall not fall within the definition of "Parkinson's Disease" and as such are not covered by the Policy.

**Pneumonectomy** means the surgical removal of an entire lung which must be considered medically necessary treatment by a duly qualified Medical Practitioner.

**Primary Pulmonary Hypertension** means primary pulmonary hypertension associated with right ventricular enlargement established by investigations including cardiac catheterisation, resulting in permanent and irreversible physical impairment of at least Class 3 of the New York Heart Association classification of cardiac impairment as described below, with medical evidence be supplied by a duly qualified Medical Practitioner:

Class 1 – no limitation of physical activity, no symptoms with ordinary physical activity.

Class 2 – slight limitation of physical activity, symptoms occur with ordinary physical activity.

Class 3 – marked limitation of physical activity and comfortable at rest, symptoms occur with less than ordinary physical activity.

Class 4 – symptoms with any physical activity and may occur at rest, symptoms increased in severity with any physical activity.

**Stroke** means any cerebrovascular incident producing neurological sequelae lasting for more than twenty-four (24) hours and including infarction of brain tissue, intracranial or subarachnoid haemorrhage or embolisation from an intracranial source as evidenced by a CT, MRI or similar scan.

Diagnosis is required by a duly qualified Medical Practitioner and evidence of permanent neurological deficit must be produced.

For the avoidance of doubt, transient ischaemic attacks, cerebral symptoms due to migraine, and cerebrovascular disorder of the eye or optic nerve shall not fall within the definition of "Stroke" and as such are not covered by the Policy.

## Section 2: Weekly Benefits – Illness or Injury

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### Extent of Cover

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This Section is subject to the other terms, conditions and exclusions of the Policy.

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person suffers from an Illness or Injury which directly results in their Temporary Total Disablement during the Period of Insurance or Renewal Period, We will pay the Policyholder the Temporary Total Disablement weekly benefit as set out in the table below, provided:

- a) the Temporary Total Disablement occurs within twelve (12) months of the date of the Injury, or within twelve (12) months of the date the Covered Person first sought treatment for and/or advice in relation to the Illness from a Medical Practitioner; and
- b) an amount is shown in the current Schedule against *Section 2 Weekly Benefits – Illness or Injury*.

<b>Temporary Total Disablement:</b>	From the date of Temporary Total Disablement and whilst the Temporary Total Disablement persists, We will, for the Benefit Period, pay up to the weekly benefit amount shown in the current Schedule against Section 2, Weekly Benefits – Illness or Injury, but not exceeding the percentage of Salary shown in the current Schedule of the Covered Person’s Salary.
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### Additional Cover under Section 2

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#### *Return to Work Assistance*

If We are paying the Covered Person benefits for Temporary Total Disablement, then based on the advice of a Medical Practitioner We may assist the Covered Person in arranging for professional assistance to improve their physical and/or emotional condition in order to return to their usual occupation. Assistance could include but is not limited to rehabilitation services, and special equipment for and/or modifications to the Covered Person’s usual workplace. The Policyholder or Covered Person can choose to accept or forgo Our assistance.

The maximum benefit payable per Covered Person for any one (1) Temporary Total Disablement is as per the amount shown in the current Schedule against *Section 2- Return to Work Assistance*.

### Conditions applying to Section 2 of the Policy

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1. Weekly benefits shall not be payable for Temporary Total Disablement:
  - a) beyond the Benefit Period in respect of any one (1) Illness or Injury;
  - b) during the Excess Period in respect of any one (1) Illness or Injury;
  - c) after the Excess Period, in an amount which exceeds the lesser of:
    - i. the maximum benefit amount shown in the current Schedule against *Section 2, Weekly Benefit – Illness or Injury*, or
    - ii. the applicable percentage of the Covered Person’s Salary as shown in the current Schedule against *Section 2, Weekly Benefit – Illness or Injury*.

For example, if:

- i. the applicable Benefit Period is 13 weeks;
- ii. the applicable percentage is 75%;
- iii. the maximum sum insured is \$2,500; and
- iv. the Covered Person’s Salary is \$1,500,

then that Covered Person’s maximum benefit will be limited to 75% of \$1,500 x 13 weeks = \$14,625.

- d) unless the Covered Person, as soon as possible after the happening of any Injury or the first date of treatment for or advice in relation to any Illness giving rise to a claim under the Policy, procures and follows proper medical treatment and advice from a Medical Practitioner. Failure to follow proper medical treatment or advice may result in Us reducing or suspending Our liability under the Policy to the extent to which We have suffered any prejudice due to such failure.
2. The amount of any benefit payable for Temporary Total Disablement will be reduced by the amount of any:
    - a) periodic compensation benefits payable under any workers' compensation or accident compensation scheme; and
    - b) any disability insurance or government entitlement or the amount of any sick pay received, or, at the discretion of the Policyholder, sick leave entitlement, so that the total amount of any such benefit or entitlement together with any benefits payable under the Policy does not exceed the applicable percentage of the Covered Person's Salary as shown in the current Schedule.

For example, if:

- i. the applicable Benefit Period is 13 weeks;
- ii. the applicable percentage is 75%;
- iii. the maximum sum insured is \$2,500;
- iv. the Covered Person's Salary is \$3,000; and
- v. the Covered Person is entitled to benefits of (say) \$500 per week under a compensation scheme described in 2(a) above,

then that Covered Person's maximum benefit will be limited to 75% of \$3,000 = \$2,250, less \$500 = \$1,750 x 13 weeks = \$22,750.

3. Where We do not agree with the opinion given by the Medical Practitioner, We have the right (at Our own expense) to have the relevant Covered Person examined by a Medical Practitioner of Our choice. If the Medical Practitioner (authorised by Us) forms an opinion that is contrary to the opinion of the initial Medical Practitioner, We will obtain an independent Medical Practitioner's opinion which will be the opinion used for the purposes of the definition of Temporary Total Disablement.
4. If benefits become payable for Temporary Total Disablement and while the Policy or Renewal Policy is in force, the Covered Person suffers a recurrence of Temporary Total Disablement from the same or a related cause or causes then, for the purpose of applying the Excess Period only, the subsequent period of disablement will be deemed a continuation of the prior period unless, between such periods, the Covered Person has worked on a full-time basis for at least six (6) consecutive months, in which case the subsequent period of disablement will be deemed to have resulted from a new Illness or Injury and a new Excess Period will apply.

Note, any continuation of benefit shall still not exceed the maximum Benefit Period.

#### Exclusions applying to Section 2 of the Policy

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We will not pay a Temporary Total Disablement benefit:

1. where the Temporary Total Disablement directly or indirectly results from:
  - a) any Pre-existing Medical Condition (subject to any applicable Takeover Terms Endorsement); or
  - b) any Mental Health Condition; or
  - c) pregnancy or childbirth (except for unexpected medical complications of emergencies arising therefrom).
2. if the Covered Person does not fall within the Age Range Of The Covered Persons shown in the current Schedule when they suffer Temporary Total Disablement.
3. where the Temporary Total Disablement directly or indirectly results from a Covered Person training for and/or participating in a Professional Sport.

4. where the Temporary Total Disablement directly or indirectly results from a Covered Person:
  - a) being under the influence of alcohol, where the Covered Person has a recorded blood alcohol concentration (BAC) greater than the limit prescribed by the applicable governing authority whilst operating a motor vehicle, or at all other times having recorded a blood alcohol concentration (BAC) greater than 0.10%;
  - b) being under the influence of any drug, unless it was prescribed by a Medical Practitioner and taken in accordance with the Medical Practitioner's advice but is not for the treatment of addiction to illegal drugs.
  
5. to the extent a benefit is payable by or under:
  - a) the New Zealand Accident Compensation Corporation (ACC);
  - b) any workers compensation legislation;
  - c) any transport accident legislation;
  - d) any common law entitlement;
  - e) any government sponsored fund, plan or medical benefit scheme; or
  - f) any other insurance policy required to be effected by or under law;

We will however pay the difference between what is payable under (a) to (f) and what the Policyholder or the Covered Person would be otherwise entitled to recover under the Policy, where permissible by law.

6. if there is no benefit amount shown in the current Schedule against *Section 2, Weekly Benefits – Illness or Injury*.

#### Definitions applying to Section 2 of the Policy

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For the purposes of Section 2 of the Policy, the following definitions apply:

**Benefit Period** means the maximum period of time for which a Temporary Total Disablement benefit is payable, as shown in the current Schedule against *Section 2, Weekly Benefit – Illness or Injury*.

**Excess Period** means the period of time following a Covered Person suffering Temporary Total Disablement during which no benefits are payable, as shown in the current Schedule against *Section 2, Weekly Benefit – Illness or Injury*.

**Mental Health Condition** means a Covered Person that is suffering from any stress related conditions, and/or psychological conditions, and/or physical fatigue conditions caused by stress related or psychological conditions, as diagnosed by a duly qualified Medical Practitioner and includes without limitation depression, neurosis, psychosis, mental or emotional stress or anxiety conditions, or chronic fatigue syndrome, or mental disease and associated disorders.

**Pre-Existing Medical Condition** means:

- a) any physical defect, condition, sickness or disease for which treatment, surgery, medication or advice (including advice for treatment) has been received or prescribed by a Medical Practitioner, physiotherapist, chiropractor, osteopath or any other allied health professional in the twelve (12) months immediately prior to becoming a Covered Person under the Policy; or
- b) a condition, the manifestation of symptoms of which a reasonable person in the circumstances would be expected to be aware of in the three (3) months immediately prior to becoming a Covered Person under the Policy.

Notwithstanding the above, any physical defect, condition, sickness or disease will not be deemed to be a Pre-Existing Medical Condition where the Covered Person has been an Employee and covered under a group critical injury & illness insurance policy underwritten by Us and held by the Policyholder for the period or periods of insurance immediately prior to the Period of Insurance.



The Pre-existing Medical Condition exclusion will apply under the Policy in respect of a Covered Person if that Covered Person has not had continuous cover under a group critical illness & injury insurance policy underwritten by Us and held by the Policyholder immediately prior to the Policy.

**Professional Sport** means any sport for which a Covered Person receives a fee, allowance, sponsorship or monetary reward as a result of their participation, which in totality accounts for more than fifteen percent (15%) of their annual income from all sources.

**Renewal Period** means the period of insurance applicable to the Renewal Policy.

**Renewal Policy** means the group critical illness & injury insurance policy underwritten by Us which takes effect immediately at the end of the Period of Insurance.

**Salary** means:

- a) in the case of a salaried Employee (not otherwise covered under (b) below), their weekly pre-tax and pre-personal deductions income, excluding commission, bonuses, overtime payments and any allowances, averaged during the period of twelve (12) months immediately preceding the date of Temporary Total Disablement or over such shorter period as they have been employed. Where commission, bonuses, overtime payments and any allowances are made more regularly than on an annual basis and form part of the Employee's total remuneration package they will be included as part of the Employee's weekly pre-tax income; or
- b) in the case of a salary packaged Employee or T.E.C. (that is, total employment cost), their weekly pre-tax income derived from personal exertion (including, but not limited to wages, motor vehicle and/or travel allowances, club subscriptions and fees, housing loan or rental subsidy, clothing and meal allowances), before personal deductions (but excluding bonuses, commissions, overtime payments), averaged over the period of twelve (12) months immediately preceding the date of Temporary Total Disablement or over such shorter period as they have been employed. Where commission, bonuses, overtime payments and any allowances are made more regularly than on an annual basis and form part of the Employee's total remuneration package they will be included as part of the Employee's weekly pre-tax income.

**Temporary Total Disablement** means where in the opinion of a Medical Practitioner the Covered Person is temporarily unable to engage in any aspect of their usual occupation or any of their business duties. During the period of disablement, the Covered Person must be under the regular care of, and acting in accordance with the instructions or advice of a Medical Practitioner.

## General Exclusions Applicable to the Policy

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These general exclusions apply to all covers and the Policy unless they are expressly stated not to apply in relation to the cover or the Policy.

We will not pay benefits with respect to any Illness or Injury which:

1. directly or indirectly relates to the Illness or Injury which caused the Covered Person to not be At Work on the Commencement Date and as such the Covered Person is covered only for New Events Cover.
2. directly or indirectly result from any:
  - a) intentional self-injury; or
  - b) illegal or criminal actthat is committed by a Covered Person or the Policyholder.
3. directly or indirectly results from War or Civil War.
4. would result in Our contravening the Insurance (Prudential Supervision) Act 2010, the Anti-Money Laundering and Countering Financing Terrorism Act 2009 or any amendment to, or consolidation or re-enactment of those Acts or any other legislation We are required to abide by.

## General Provisions Applicable to the Policy

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These general provisions apply to all covers and the Policy unless they are expressly stated not to apply in relation to the cover or the Policy.

### Addition or Deletion of Covered Persons during the Period of Insurance

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#### 1. *Addition of a Covered Person*

A Covered Person shall automatically commence their cover under the Policy on the date they become an Employee (this is their Commencement Date), in association with *General Provisions Applicable to the Policy - Automatic Acceptance*.

#### 2. *Deletion of a Covered Person*

A Covered Person shall automatically cease their cover under the Policy upon:

- a) the date they are no longer an Employee, or
- b) the date they exceed the Age Range Of The Covered Persons,

this will not prejudice any entitlement to claim benefits which have arisen before the date a Covered Person ends their employment with the Policyholder or before the date they exceed the Age Range Of The Covered Persons.

### Adjustment Premium

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The Policyholder undertakes to declare to Us the actual Covered Person's headcount and wage roll (as applicable) at the end of the Period of Insurance for Our calculation of any Adjustment Premium.

The Adjustment Premium will be based on the average of the Covered Person's headcount and wage roll declared at the end of the Period of Insurance and the Covered Person's headcount and wage roll declared at the beginning of the Period of Insurance, calculated as follows:

Adjustment Premium means  $0.5 \times (P2 \text{ less } P1)$ , where:

P1 = calculated premium at the start of the Period of Insurance.

P2 = calculated premium at the end of the Period of Insurance.

Any Adjustment Premium payable shall either be paid by Us or the Policyholder (as applicable) within forty-five (45) days of the end of the Period of Insurance.

### Aggregate Limit of Liability

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Our total liability for all claims arising under the Policy in respect of any one (1) Accident or series of Accidents arising out of any one (1) occurrence during the Period of Insurance shall not exceed the amount shown in the Schedule against Aggregate Limit of Liability.

In the event that claims are made under the Policy which exceed the Aggregate Limit of Liability, then the amount by which claims exceed the limit will be proportionally reduced.

### Assistance and Co-operation

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The Policyholder and Covered Persons shall co-operate with Us and upon Our request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organisation who may be liable to the Policyholder because of an Illness or Injury with respect to which insurance is afforded under the Policy. In that regard, the Policyholder and Covered Person's (where relevant) shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

## Automatic Acceptance

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This Policy is mandatory for all Employees unless We state otherwise as an Endorsement.

If We request it, then proof of a previous insurance policy, its Covered Persons, acceptance terms and/or any past claims information must be provided to Us.

### 1. *Employees At Work*

An Employee At Work on the:

- a) Commencement Date; or
- b) date that they first met the Eligibility Criteria (if this is after the Commencement Date),

will be automatically accepted as a Covered Person.

If there is an Endorsement which states that Takeover Terms apply then any Employee At Work on the Commencement Date, and who was covered by the insurance policy held by the Policyholder with another insurer immediately prior to this Policy, will be automatically accepted as a Covered Person subject to all the following:

- a) they are not entitled to a benefit under that policy, or
- b) they are not within a waiting or stand-down period for a Critical Illness or Injury benefit under that policy, or
- c) they have been continuously employed by the Policyholder for twelve (12) months immediately preceding the Commencement Date for Temporary Total Disablement cover to apply.

### 2. *Employees not At Work due to an Illness or Injury*

An Employee not At Work due to an Illness or Injury on the:

- a) Commencement Date; or
- b) date that they first met the Eligibility Criteria (if this is after the Commencement Date),

will be automatically accepted as a Covered Person but only for New Events Cover.

If there is an Endorsement which states that Takeover Terms apply then any Employee not At Work on the Commencement Date due to an Illness or Injury, and who was covered by the insurance policy held by the Policyholder with another insurer immediately prior to this Policy, will be automatically accepted as a Covered Person but only for New Events Cover subject to all the following:

- a) they are not entitled to a benefit under that policy, or
- b) they are not within a waiting or stand-down period for a Critical Illness or Injury benefit under that policy, or
- c) they have been employed by the Policyholder for twelve (12) consecutive months immediately preceding the Commencement Date for Temporary Total Disablement cover to apply.

Whether or not Takeover Terms apply, when the Covered Person fully returns to their Pre-Disability Duties, the Covered Person's New Events Cover only provision will no longer apply. The Covered Person will then be covered on the same basis as a Covered Person At Work on the relevant date (being either the Commencement Date or on the date the Eligibility Criteria were first met).

## Automatic Cover Extension

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### *Leave - Paid and Unpaid*

During the Period of Insurance, a Covered Person's cover is automatically extended under this Policy for a period of up to twelve (12) consecutive months while on paid or unpaid leave, subject to all the following conditions being met:

- a) the Policyholder must approve the period of leave, prior to the Covered Person commencing leave; and
- b) the Premium in respect of the Covered Person must continue to be paid during the period of leave; and

- c) the identity of a Covered Person on leave must be provided to Us when requested and at least annually with the Employee information; and
- d) it does not include leave due to an Illness or Injury; and
- e) it does not include leave leading to engagement in other gainful employment or business unrelated to that of the Policyholder; and
- f) the Policyholder must hold appropriate leave records in respect of the Covered Person that includes:
  - i. the date the paid or unpaid leave is to commence; and
  - ii. the date the Covered Person is expected to return to work.

These records must be provided to Us upon request.

Notification to Us prior to the Covered Person's leave is not required.

The twelve (12) consecutive months commences on the first day of the Covered Person's leave.

We may consider extending cover for a Covered Person on leave beyond twelve (12) consecutive months. If cover is required beyond twelve (12) consecutive months, the Policyholder must seek Our written consent prior to the expiration of the twelve (12) consecutive months, but cover is not guaranteed.

#### *Overseas Assignment*

During the Period of Insurance, a Covered Person who is expatriated overseas on the business of the Policyholder has cover automatically extended under this Policy for a period of up to three (3) consecutive years, subject to all the following conditions:

- a) the Premium in respect of the Covered Person must continue to be paid during the period of expatriation; and
- b) any details regarding the location of a Covered Person during the period of expatriation must be provided to Us upon request and at least annually with the Employee information; and
- c) the Covered Person is not expatriated in a country or region classified as Extreme Risk or High Risk by the Ministry of Foreign Affairs and Trade (MFAT) as listed on the New Zealand Government website [www.safetravel.govt.nz](http://www.safetravel.govt.nz), or equivalent classifications as maybe used by an equivalent agency.

We reserve the right to impose conditions on the cover, and review cover at end of the Period of Insurance. If we impose such terms we will do so in writing.

We may consider cover for a Covered Person expatriated overseas beyond three (3) consecutive years. If cover is required beyond three (3) years, the Policyholder must seek Our written consent prior to the expiration of the three (3) consecutive years, but cover is not guaranteed.

The three (3) consecutive years commences on the date the Covered Person leaves New Zealand to start their overseas assignment and does not recommence when the Covered Person returns to New Zealand for temporary visit(s).

The obligation is upon the Policyholder to retain records regarding the duration of time, the number and the location of Covered Persons expatriated overseas and provide these to Us, upon request.

#### *Breach of Conditions*

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If the Policyholder or a Covered Person is in breach of any of the conditions of the Policy (including a claims condition), We may decline to pay a claim, to the extent permitted by law.

#### *Change of Business Activities*

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The Policyholder must inform Us as soon as is reasonably practicable during the Period of Insurance or during the Policy renewal process of any alteration in the Policyholder's business activities which increases the risk of a claim being made under this Policy.

A material alteration in the Policyholder's business activities which increases the risk of a claim being made under this Policy includes any changes to the business duties conducted by Covered Persons which increases the risk of Illness or Injury. For example, this would include circumstances where the Covered Person's

business duties are altered to require the Covered Person to undertake any form of manual labour, including but not limited to the use of powered equipment or other equipment, machinery and tools for which training would usually be required prior to use.

#### Claim Offset

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Except for Section 1 Lump Sum Benefits - Critical Illness or Injury, there is no cover under the Policy for any, Illness or Injury which is covered under any other insurance policy, health or medical scheme or Act of Parliament or is payable by any other source. We will however pay the difference between what is payable under the other insurance policy, health or medical scheme or Act of Parliament or such other source and what the Policyholder or the Covered Person would be otherwise entitled to recover under the Policy, where permissible by law.

#### Currency

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All amounts shown on the Policy are in the currency stated in New Zealand Dollars (NZD). If expenses are incurred in a currency other than New Zealand Dollars (NZD), then 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.

#### Due Diligence

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The Policyholder and all Covered Person(s) will exercise due diligence in doing all things to avoid or reduce any loss under the Policy.

#### Headings

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Headings have been included for ease of reference and it is understood and agreed that the terms, conditions and exclusions of the Policy are not to be construed or interpreted by reference to such headings.

#### Notice of Claim

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The Claimant must give Us written notice of any occurrence which is likely to give rise to a claim within thirty (30) days or as soon as is reasonably practicable after the date of the occurrence. A Claimant's failure to furnish Us with notice within the time provided in the Policy will not invalidate any claim but We may reduce Our liability under the Policy to the extent to which We have suffered any prejudice due to such failure.

For Us to handle each claim to the best of Our ability We require certain certificates, information, and other documentation from the Claimant to validate their claim, which must be furnished in the form We require and at the Claimants expense, unless otherwise agreed that We will cover such expenses. We will work with the Claimant to collect the information and documents required by Us to handle the claim, however, if the Claimant is unable or unwilling to provide the information and documents required by Us to handle the claim then We reserve the right to deny or only partially pay the claim depending on the documents and information We were provided.

We may at Our own expense have any Claimant, who is the subject of a claim under the Policy, medically examined from time to time where this is necessary for us to make a decision regarding whether a benefit is payable under the Policy.

A Claimant may seek, voluntarily pay for, and/or incur expenses with respect to any Illness or Injury that may be covered pursuant to this Policy prior to making a claim to Us. However, this does not guarantee that the expenses will be covered under this Policy. We will review each and every claim independently to ensure that the claim falls within the coverage of this Policy.

#### Other Insurance

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In the event of a claim, the Claimant must advise Us as to any other insurance they are entitled to claim under or have access to that covers the same risk.

#### Payment of Benefits

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All benefits paid under this Policy shall be payable to the Policyholder or such person or persons and in such proportions as the Policyholder shall nominate, unless otherwise specified in the Policy. Where We have made

benefit payment(s) to the Policyholder, the Policyholder agrees to pass on any benefits received under this Policy to the Covered Person.

#### Proper Law

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Any dispute arising under the Policy or concerning its formation shall be governed by the laws of New Zealand. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within New Zealand and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and the practice of such court.

#### Sanctions Clause

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We shall not be deemed to provide cover and We shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us, Our parent or Our ultimate holding company to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws or regulations of the European Union, United Kingdom, New Zealand or United States of America.

#### Singular/Plural

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If it is consistent with the context of any clause in this Policy, the singular includes the plural and vice versa.





### About Chubb in New Zealand

Chubb is the world's largest publicly traded property and casualty insurer. Chubb's operation in New Zealand (Chubb Insurance New Zealand Limited) offers corporate Property & Casualty, Group Personal Accident and corporate Travel Insurance products through brokers.

More information can be found at [www.chubb.com/nz](http://www.chubb.com/nz).

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**Chubb. Insured.<sup>SM</sup>**

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