

## SuperLife Group Life and Total and Permanent Disablement Insurance

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### A. INTRODUCTION

- 1 Group Life and Total and Permanent Disablement policy
  - 1.1 This policy insures, as one group, those members or investors of SuperLife who qualify under this policy and who wish to procure financial security as an insured person.
  - 1.2 It states the terms upon which **eligible members** become **insured persons** and the benefits that **we** will provide.
  - 1.3 There must be a minimum of ten **insured persons** covered under this policy unless **we** explicitly state otherwise in the **schedule**.
  - 1.4 This policy has more than one category of membership and the **automatic acceptance limit** and eligibility criteria vary between categories, as set out in the **schedule**.
- 2 Interpretation
  - 2.1 The words that appear in bold font in this policy have the meanings described in Section M Definitions of this policy or the **schedule**. The definitions apply to all derivatives of the words defined.
  - 2.2 This policy consists of the following documents, which must be interpreted as one contract:
    - 2.2.1 all declarations supplied by the **policy owner** or an **employer** in relation to this policy, and
    - 2.2.2 all application forms supplied by **members** in relation to this policy, and

- 2.2.3 this policy wording, and
- 2.2.4 the **schedule** to this policy wording.
- 2.3 If there is any inconsistency between the policy wording and the **schedule**, the **schedule** prevails.
- 2.4 Headings are only used in this policy to assist the reader in navigating it. They do not form part of the contract and are not to be considered when interpreting it.

## B. WHO IS COVERED AND WHEN

3 Eligible members previously insured.

3.1 **Eligible members** will become **insured persons** under this policy from the **start date**, without **us** requiring any **evidence of insurability** if:

3.1.1 They were insured under the AMP Master Life and Total and Permanent Disablement Policy 51984N immediately before the **start date** of this policy, and

3.1.2 Immediately before the **start date**, they were not eligible for a benefit under that policy and they were not within any waiting or stand-down period under that policy.

3.2 These **eligible members** become **insured persons** under this policy on the following basis:

3.2.1 The Death Benefit and the Total and Permanent Disablement Benefit for each **eligible member** cannot exceed the higher of:

(a) the amount of cover provided under the previous policy immediately before the **start date**; and

(b) the **automatic acceptance limit** for their category;

unless they provide **evidence of insurability** to **our** satisfaction; and

3.2.2 **We** will not apply any non-standard terms and conditions to the **eligible member** that are less favourable than those applying to him or her under the previous policy.

3.2.3 If the **eligible member** is not **at work** on the **start date**, the following apply to that **eligible member**;

(a) cover for the Death Benefit starts on the **start date**, and

(b) he or she will have **total and permanent disablement cover** for new events from the **start date**, and

(c) full cover for **total and permanent disablement** will commence when he or she is **at work**.

New events cover is cover for any illness or injury except for the illness or injury that has directly or indirectly caused the **eligible member** to not be **at work** on the **start date**.

3.3 The **policy owner** must advise **us** of the names of the **eligible members** who become **insured persons** under this Clause 3 and any other information that **we** require within 30 days of the **start date**.

## 4 Eligible members who were not previously insured

4.1 **Eligible members** who were not insured under the AMP Master Life and Total and Permanent Disablement Policy 51984N immediately before the **start date** of this policy become **insured persons** under this policy from the **start date** (subject to Clauses 4.4 and 4.5 below), without **us** requiring any **evidence of insurability**.

4.2 The Death Benefit and Total and Permanent Disablement Benefit for each **eligible member** cannot exceed the **automatic acceptance limit** for their category unless they provide **evidence of insurability** to **our** satisfaction.

4.3 The **policy owner** must advise **us** of the names of the **eligible members** who become **insured persons** under Clause 4.1 above and any other information that **we** require within 30 days of the **start date**.

4.4 If the **eligible member** is not **at work** on the **start date**, cover for death and **terminal illness** will start when he or she is **at work**.

4.5 If, on the **start date**:

4.5.1 The category applicable to an **eligible member** has no **automatic acceptance limit**, or

4.5.2 For **total and permanent disablement** cover, the **eligible member** is not **at work**;

the **eligible member** cannot become an **insured person** without providing **us** with **evidence of insurability** that is acceptable to **us**. Once **we** have received this evidence and any other information **we** reasonably require, **we** will decide whether the **eligible member** will become an **insured person** and if so, on what terms and from what date.

**We** will notify the **policy owner** of **our** decision and, if applicable, notify the terms of cover and the date the cover starts.

## 5 Members who become eligible members after the start date

5.1 Members who become **eligible members** after the **start date** become **insured persons** under this policy (subject to Clause 5.2 below) on the following basis:

5.1.1 No **evidence of insurability** is required by **us**, and

5.1.2 The Death Benefit and the Total and Permanent Disablement Benefit for each **eligible member** will not exceed the **automatic acceptance limit** for their category unless they provide **evidence of insurability** to **our** satisfaction.

5.2 This applies if the **eligible member** is either **at work** or on **parental leave** on the date he or she becomes an **eligible member**.

5.3 If an **employer** who has group life cover or life and total and permanent disablement cover for its **employees** through a separate policy with **SuperLife**, transfers that cover to this policy after the **start date** and **we**

agree to provide that cover under 'takeover terms', those **eligible members** become **insured persons** under this policy on the following basis:

- 5.3.1 Their Death Benefit and Total and Permanent Disablement Benefit cannot exceed the higher of
- (a) the amount of cover provided under the previous policy immediately before the **join date**; and
  - (b) the **automatic acceptance limit** for their category;
- unless they provide **evidence of insurability** to **our** satisfaction; and
- 5.3.2 **We** will not apply any non-standard terms and conditions to the **eligible member** that are less favourable than those applying to him or her under the previous policy.
- 5.3.3 If the **eligible member** is not **at work** on the **join date**, the following apply to that **eligible member**;
- (a) cover for the Death Benefit starts on the **start date**, and
  - (b) he or she will have **total and permanent disablement cover** for new events from the **start date**, and
  - (c) full cover for **total and permanent disablement** will commence when he or she is **at work**.

New events cover is cover for any illness or injury except for the illness or injury that has directly or indirectly caused the **eligible member** to not be **at work** on the **start date**.

- 5.4 The **policy owner** must advise **us** of the names of the **eligible members** who become **insured persons** under Clauses 5.1 and 5.3 above and any other information that **we** require within 30 days of the next **review date** or any other date that **we** agree.
- 5.5 If Clauses 5.1 to 5.3 above do not apply the **eligible member** cannot become an **insured person** without providing **us** with **evidence of insurability** that **we** reasonably require. Once **we** have received the **eligible member's evidence of insurability** and any other information **we** reasonably require, **we** will decide whether the **eligible member** will become an **insured person** and if so, on what terms and from what date.

**We** will notify the **policy owner** of **our** decision and, if applicable, notify the terms of cover and the date the cover starts.

## 6 Unpaid leave

- 6.1 Cover continues for an **insured person** who is temporarily on unpaid leave for a period of up to 12 months after the date on which the **insured person** was last **at work**.
- 6.2 Continued cover under Clause 6.1 is subject to the **policy owner** continuing to pay **us** the premiums due in relation to the **insured person** during their leave.

## 7 Extent of cover

- 7.1 The **insured person** has cover 24 hours a day anywhere in the world subject to Clauses 7.2 to 7.5 below.

- 7.2 Where the **insured person** is a New Zealand resident and on his or her departure from New Zealand intends returning to reside in New Zealand, his or her cover can continue for a period of up to three years since he or she was last resident in New Zealand.
- 7.3 Where the **insured person** is a New Zealand resident and on his or her departure from New Zealand he or she does not intend returning to reside in New Zealand, his or her cover can continue until the later of:
- 7.3.1 The last day of the month that is three months after his or her departure from New Zealand, and
  - 7.3.2 The day before the following **review date**.
- 7.4 If the **insured person** is employed overseas, cover can continue if they are not in a country, or the part of a country if applicable, that the Ministry of Foreign Affairs and Trade classifies as a high or extreme travel risk (affected countries). However, if they are required to travel to or through one of the affected countries, cover may continue if **we** give written consent to the **insured person's** cover continuing. Any continuing cover for that **insured person** will:
- 7.4.1 Be subject to any restrictions or special conditions **we** may specify as part of **our** consent, and
  - 7.4.2 At all times the **insured person** takes all reasonable precautions and adheres to all reasonable local security recommendations while in and travelling to and from the affected country.
- 7.5 If **we** require any **evidence of insurability** while cover continues under this Clause 7, the **policy owner** or **insured person** must meet the cost of meeting that requirement.

## C. AUTOMATIC ACCEPTANCE LIMIT AND EVIDENCE OF INSURABILITY

### 8 Automatic acceptance limit

- 8.1 The **automatic acceptance limit** applies for an **insured person** where:
- 8.1.1 The **automatic acceptance limit** for his or her category of membership is greater than nil; and
  - 8.1.2 He or she joins this policy within two calendar months of first becoming an **eligible member** unless **we** agree otherwise in writing; and
  - 8.1.3 His or her Death Benefit and Total and Permanent Disablement Benefit or any increase to the applicable benefit is because of applying the benefit formula or benefit level specified in the **schedule** for his or her category.
- 8.2 Unless the **insured person** provides satisfactory **evidence of insurability** to **us**, then (subject to Clause 3.2.1 above):

- 8.2.1 The maximum amount of the Death Benefit and the Total and Permanent Disablement Benefit cannot exceed the **automatic acceptance limit** for his or her category, and
- 8.2.2 **We** will not consider any increase for the Death Benefit or the Total and Permanent Disablement Benefit beyond any amount **we** have previously advised in respect of that **insured person**.
- 8.3 If the **insured person** provides satisfactory **evidence of insurability to us**, cover for any portion of the Death Benefit or the Total and Permanent Disablement Benefit above the **automatic acceptance limit** for his or her category may be subject to additional special conditions, at **our** sole discretion.
- 8.4 If at any time during the term of this policy, the number of **insured persons** reduces to nine or less **we** may immediately suspend the **automatic acceptance limit**. During this time, at **our** sole discretion, new **eligible members** cannot become **insured persons** without providing satisfactory **evidence of insurability to us**. **We** will reinstate the **automatic acceptance limit** as soon as the number of **insured persons** rises to 10 or more.
- 8.5 If the number of **insured persons** varies by 30% or more since the last **review date**, **we** may, in **our** sole discretion, vary the amount of the **automatic acceptance limit** to an amount **we** consider appropriate, by giving at least one month's prior notice in writing to the **policy owner**. Any variation will only have effect from the date specified in that notice.
- 8.6 If an **eligible member** is not automatically accepted for cover under Part B above, **we** will require satisfactory **evidence of insurability** in order for the **eligible member** to become an **insured person**. His or her cover may be subject to additional special conditions at **our** sole discretion.

## D. BENEFITS

### 9 Who we pay

- 9.1 **We** will pay all benefits to the **policy owner** or to any person as directed by the **policy owner**.
- 9.2 The **policy owner** will immediately forward the benefit to the **insured person**, or his or her personal representative, beneficiary or dependant (as determined by the **policy owner** in its sole discretion). The **policy owner** has no beneficial interest in this policy.

### 10 Interim accident cover

- 10.1 This cover applies to **eligible members** who must provide **evidence of insurability to us** for all or part of their Death Benefit or Total and Permanent Disablement Benefit.
- 10.2 They are covered if they die or suffer **total and permanent disablement** as a direct result of an **accident** during the period that this Interim Accident Cover applies.
- 10.3 This Interim Accident Cover starts when the **policy owner** receives a completed application form for the **eligible member**, and ends when the earliest of the following occurs:

- 10.3.1 **We** accept the application;
- 10.3.2 **We** decide to decline or defer acceptance of the application;
- 10.3.3 **We** notify the **policy owner** of a special term or condition being imposed in respect of the application;
- 10.3.4 The date the applicant ceases to be an **eligible member**;
- 10.3.5 90 days from the date **we** receive the application;
- 10.3.6 The date the applicant reaches the **cover end date**;
- 10.3.7 The **cancellation date**.
- 10.4 **We** will not pay anything under this Interim Accident Cover if what happens to the **eligible member** is in connection with the **eligible member** deliberately injuring themselves.
- 10.5 If **we** accept a claim after receipt of all information **we** reasonably require:
  - for Life cover **we** will pay the lesser of:
    - 10.5.1 The amount of the Death Benefit applied for, and
    - 10.5.2 \$500,000.
  - and for Total and Permanent Disablement cover **we** will pay the least of:
    - 10.5.3 The amount of the Total and Permanent Disablement Benefit applied for, and
    - 10.5.4 The **automatic acceptance limit** that applies to the Total and Permanent Disablement Benefit, and
    - 10.5.5 \$500,000.
- 11 Death Benefit
  - 11.1 **We** will pay the amount of the Death Benefit shown in the **schedule**, if an **insured person** dies while he or she has cover under this policy.
  - 11.2 However, **we** do not pay the Death Benefit if, before his or her date of death, the **insured person** has already qualified for the same benefit under Clause 12 immediately below. If **we** did not pay the full Death Benefit amount under Clause 12 below, **we** will pay the remainder of the Death Benefit on the **insured person's** death if his or her cover is still in force.
- 12 Terminal Illness
  - 12.1 **We** will pay the amount of an **insured person's** Death Benefit, up to a maximum of \$1,000,000, before the **insured person** dies if the **insured person** has been diagnosed with a **terminal illness** while the **insured person** has cover under this policy, and
- 13 Bereavement
  - 13.1 **We** will pay a lump sum if applied for, of \$15,000 immediately on written notification of the death of an **insured person**. **We** will deduct this payment from the Death Benefit payable once **we** have assessed the death claim. If the Death Benefit is less than \$15,000, **we** will pay the Death Benefit.
  - 13.2 This benefit is payable only once for each **insured person**.

13.3 In the unlikely event that the Death Benefit is not payable, the **policy owner** will repay **us** the \$15,000 advance payment or the amount paid under Clause 13.1 upon receipt of written notification from **us**.

## 14 Total and Permanent Disablement Benefit

14.1 This benefit applies if:

14.1.1 an **employer** has selected this benefit for its eligible **employees**,  
or

14.1.2 an **insured person** has selected this benefit and **we** have approved cover for him or her under this benefit, and

14.1.3 **we** receive the additional premium for that **insured person**.

14.2 **We** will pay the amount of the Total and Permanent Disablement Benefit shown in the **schedule** if an **insured person** becomes **totally and permanently disabled** while he or she has cover under this policy.

14.3 If the **insured person** was **totally and permanently disabled** before becoming an **insured person**, he or she can only be **totally and permanently disabled** under this policy if he or she suffers a new illness or injury causing **total and permanent disablement** that is unrelated to the earlier **total and permanent disablement**.

14.4 If the **insured person** works:

14.4.1 less than 15 hours per week, or

14.4.2 for an employer on a casual basis,

he or she will only be considered **totally and permanently disabled** if he or she meets the criteria in parts (b) or (c) of that definition.

14.5 If an **insured person** suffers from a **total and permanent disablement** and the **insured person** stops working due to the injury or illness before the **insured person** reaches the **cover expiry age**, **we** will still pay a Total and Permanent Disablement Benefit if the **insured person** meets the criteria in the definition in the **schedule**.

14.6 If an **insured person** suffers from one of the following defined conditions, **we** will waive the requirement under part (a) of the **total and permanent disablement** definition for the **insured person** to be unable to work for three continuous months.

### 14.6.1 **Alzheimer's disease/Dementia**

Alzheimer's disease means its diagnosis by a consultant neurologist confirming dementia due to failure of the brain function with significant cognitive impairment for which no other recognisable cause has been identified.

Dementia means its clinical confirmation due to failing brain functions as confirmed by a **medical practitioner** specialising in neurology, psycho-geriatrics, psychiatry or geriatrics.

Alzheimer's disease or dementia must result in the **insured person**:



- a. Being permanently unable to perform at least one of the **activities of daily living** without the assistance or another person, or
- b. Requiring continual supervision for their protection or safety.

Significant cognitive impairment is deterioration or loss of intellectual capacity as measured by clinical evidence and standardised testing.

#### 14.6.2 **Cardiomyopathy**

Means impaired ventricular function of variable aetiology resulting in physical impairments to the degree of at least class 3 of the New York Heart Association Classification of Cardiac Impairment as described below:

##### **New York Heart Association Classification of Cardiac Impairment**

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.

#### 14.6.3 **Chronic lung disease**

Means end stage lung disease requiring permanent oxygen therapy with:

- a. FEV1 test results of consistently less than one litre, or
- b. At least a 25% impairment of **whole person function** that is permanent, or
- c. The permanent inability to perform at least one of the **activities of daily living** without the assistance of another person.

#### 14.6.4 **Major head trauma**

Means neurological deficit resulting from an **accident**, causing

- a. At least a 25% impairment of **whole person function** that is permanent, or
- b. The permanent inability to perform at least one of the **activities of daily living** without the assistance of another person.

#### 14.6.5 **Motor neurone disease**

Means its unequivocal diagnosis by two consultant neurologists.

#### 14.6.6 **Multiple sclerosis**

Means demyelination of nervous tissue. The diagnosis has to be made by a consultant neurologist confirming more than one episode of well-defined neurological abnormalities, and

- a. At least at 25% impairment of **whole person function** that is permanent, or
- b. The permanent inability to perform at least one of the **activities of daily living** without the assistance of another person, or
- c. Restricted to a wheelchair as measured by an EDSS (Expanded Disability Status Scale) level of 7.5 or higher.

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.

#### 14.6.7 **Muscular dystrophy**

Means its unequivocal diagnosis by a consultant neurologist resulting in:

- a. At least a 25% impairment of **whole person function** that is permanent, or
- b. The permanent inability to perform at least one of the **activities of daily living** without the assistance of another person.

#### 14.6.8 **Parkinson's disease**

Means fully developed, moderately disabling disease of the extrapyramidal system clinically confirmed by a consultant neurologist with:

- a. At least a 25% impairment of **whole person function** that is permanent, or
- b. The permanent inability to perform at least one of the **activities of daily living** without the assistance of another person.

Idiopathic Parkinson's, supranuclear palsy and cortico-basal degeneration are included. Iatrogenic Parkinsonism and Parkinsonism secondary to infection or trauma are excluded.

## **E. CONTINUATION OPTION**

15 Eligibility and what is provided

15.1 Where an **insured person** who is a:

- 15.1.1 category A **member** is no longer employed by an **employer**, or
- 15.1.2 category B **member**, his or her spouse is no longer employed by an **employer**,

he or she may continue his or her cover as a category C **member** of this policy, on existing terms and conditions. Upon receipt of a completed continuation form, the **insured person's** cover will continue on the following basis:

- 15.1.3 The sum insured for the death benefit and the sum insured for the total and permanent disablement benefit will be an amount not exceeding the respective amounts of the Death Benefit and the Total and Permanent Disablement Benefit for the **insured person** under this policy on the date their cover under this policy ended, except where a claim has been admitted or is pending for:
  - (a) **terminal illness** in respect of the **insured person**, in which case the continuation option is not available; or
  - (b) **total and permanent disablement** in respect of the **insured person**, and the Death Benefit and Total and Permanent Disablement Benefits are the same, in which case the continuation option is not available. However, if the Total and Permanent Disablement Benefit amount is less than the Death Benefit, a continuation option will be available for the remaining amount of the Death Benefit, and
- 15.1.4 **We** will continue the **insured person's** cover without any evidence of his or her current state of health or pursuits, and
- 15.1.5 The **insured person's** new occupation is one **we** usually insure under this policy, and
- 15.1.6 Where the **insured person's** cover under this policy was subject to special terms or conditions (including special rates) **we** will apply corresponding special terms, conditions and rates to the continued cover.

16 When the continuation option is not available

- 16.1 A continuation option is not available if cover ends due to death, **terminal illness, total and permanent disablement**, the **insured person** having reached the **cover end date**, or the **policy owner** cancelling this policy.

17 Continuation option availability period

- 17.1 **We** must receive any application for continued insurance under this Clause:
  - 17.1.1 Within 45 days of the date on which the cover for the **insured person** under this policy ends, and
  - 17.1.2 Before the **insured person** reaches his or her 70th birthday for life cover, or his or her 60th birthday for **total and permanent disablement** cover.

18 What happens when insured persons is less than ten

- 18.1 If **we** cancel this policy because the number of **insured persons** is less than ten, these **insured persons** may choose to apply for a continuation option if they are not eligible for equivalent cover under another group insurance policy.

19 What happens when employer is in liquidation or receivership

- 19.1 For the avoidance of doubt, an **insured person** may exercise this continuation option if his or her **employer** has been wound up, placed in liquidation or receivership, or otherwise ceased to exist. This continuation option will also apply if the **employer** is sold primarily to avoid one of the above possibilities occurring.

## F. CLAIMS

### 20 Claim conditions

- 20.1 The **policy owner** must notify **us** in writing of any potential claim under this policy:
- 20.1.1 Immediately it becomes aware of the death of an **insured person**, and
  - 20.1.2 As soon as it becomes aware an **insured person** suffers an illness or injury that causes, or might reasonably be expected to cause, a **terminal illness** or a **total and permanent disablement**.
- 20.2 **We** require the following information to support a claim:
- 20.2.1 a copy of sections of the **insured person's** application form applicable to his or her insurance application, and
  - 20.2.2 in respect of a claim for death, the original death certificate of the **insured person**, or a signed, witnessed copy of the death certificate, showing the cause of death, and
  - 20.2.3 in respect of any claim for a **terminal illness** or a **total and permanent disablement**, **our** claim forms, fully completed by:
    - (a) the **employer** if the **insured person's** membership of this policy is due to his or her employment with an **employer**, and
    - (b) the **insured person's medical practitioner**; and
    - (c) (if still possible) the **insured person**,in each case at the cost of the **insured person**, and
    - (d) results of any medical examinations **we** may require to be carried out at **our** expense by one or more **medical practitioners** or other specialists appointed by **us** in order to substantiate the claim, and
  - 20.2.4 any other information **we** consider necessary in the circumstances of the particular claim.
- 20.3 If an **insured person** becomes **totally and permanently disabled** while overseas **we** may require him or her to return to New Zealand at his or her own cost for assessment.
- 20.4 **Our** payment of the Death Benefit, or the Total and Permanent Disablement Benefit is a complete discharge of **our** obligations in respect of that benefit for the **insured person** under this policy.

## G. HOW COVER IS CALCULATED

### 21 How cover is calculated

21.1 The **policy owner** calculates the amount of the Death Benefit and Total and Permanent Disablement Benefit stated in the **schedule** for an **insured person** on the **join date**, and on each **review date** thereafter. **We** review those calculations as and when we consider appropriate. However, if the **schedule** states that a continuous **salary** review facility applies, the amount of the Death Benefit and Total and Permanent Disablement Benefit is determined at each date the **member's salary** alters and subject to any terms and conditions applicable to the employer as they apply to the insured person that are agreed between us and the policy owner from time to time.

21.2 If **we** pay a Total and Permanent Disablement Benefit in respect of an **insured person**, **we** will reduce the Death Benefit amount for that **insured person** by the amount paid as a Total and Permanent Disablement Benefit. If the amount paid as a Total and Permanent Disablement Benefit equals the Death Benefit, the **insured person's** cover under this policy will end.

21.3 The benefit amount for an **insured person** who is a:

21.3.1 permanent **employee** working at least 20 hours per week cannot exceed \$5,000,000 for the Death Benefit, and \$2,000,000 for the Total and Permanent Disablement Benefit, or

21.3.2 Category B member cannot exceed \$1,000,000 for the Death Benefit and Total and Permanent Disablement Benefit, or

21.3.3 permanent **employee** working less than 20 hours per week or a Category C member cannot exceed \$1,000,000 for the Death benefit, \$350,000 for the Total and Permanent Disablement Benefit, or

21.3.4 casual **employee** cannot exceed \$350,000 for the Death Benefit and Total and Permanent Disablement Benefit,

or such other amount as may be agreed in writing from time to time between the **policy owner** and **us**.

The Death Benefit and Total and Permanent Disablement Benefit are only payable once for each **insured person**.

21.4 The amount of the Total and Permanent Disablement Benefit cannot exceed the amount of the Death Benefit, but it can be less than it.

## H. WHEN COVER ENDS

### 22 When cover ends

22.1 Cover under this policy for an **insured person** ends immediately upon any of the following occurring:

- 22.1.1 Any part of the insurance premium for the **insured person** is overdue for more than 30 days, or
  - 22.1.2 The **insured person** ceases to be an **eligible member**, however, if he or she suffers an illness or injury while he or she has cover under this policy and as a consequence of that illness or injury he or she becomes **totally and permanently disabled** within 24 months of ceasing to be an **insured person**, **we** will pay the Total and Permanent Disablement Benefit as if he or she is still covered by this policy, or
  - 22.1.3 The **insured person** reaches his or her **cover end date**, or
  - 22.1.4 **We** pay a:
    - (a) Death Benefit, or
    - (b) Total and Permanent Disablement Benefit (but not if the amount of this benefit is less than the Death Benefit)to the **policy owner**, or
  - 22.1.5 The **insured person's** cover ends under Clauses 7.2 to 7.4 above, or
  - 22.1.6 The **insured person's employer** cancels their cover under this policy, or
  - 22.1.7 This policy is cancelled in accordance with Part K below.
- 22.2 Where an **insured person** ceases to be an **eligible member** and cover for that **insured person** ends before the **cover end date**, the **insured person** will remain eligible to receive a benefit if he or she dies, or suffers a **terminal illness** or **total and permanent disablement** before the earliest of the following events:
- 22.2.1 If the **insured person** is no longer an **eligible member** due to Clause 22.1.1, the expiry of 30 days from the premium due date, or
  - 22.2.2 the expiry of 45 days from the date he or she ceased to be an **insured person**, or
  - 22.2.3 he or she exercises the continuation option in accordance with Part E of this policy, or
  - 22.2.4 the **cover end date** is reached.
- This benefit extension is not available if cover for an **insured person** ends due to payment of a Death Benefit or a Total and Permanent Disablement Benefit.
- 23 An employer or member can end their participation in this policy
- 23.1 An **employer** or **insured person** can end their participation under this policy by giving the **policy owner** written notice. The **policy owner** will immediately forward a copy of that notice to **us**.
- 24 We can end an employer or member's participation in this policy
- 24.1 **We** can cancel an **employer** or **insured person's** participation in this policy by giving them one months' notice if any of the following occur;

- 24.1.1 **We** do not receive premiums relating to that **employer** or **insured person** within 45 days of the due date, or
- 24.1.2 **We** do not receive the information **we** reasonably require to:
- (a) calculate the premiums due, or
  - (b) calculate the amount of the Death and Total and Permanent Disablement Benefit in respect of an **insured person**, or
  - (c) determine the basis on which an **eligible member** can have cover under this policy,
- within 45 days of the date the information was due.

## I. EXCLUSIONS

### 25 Exclusions and incorrect information

- 25.1 If the **insured person's** age, gender and occupation advised to **us** is incorrect, then **we** will adjust the insurance premium and/or the amount of the Death Benefit and Total and Permanent Disablement Benefit for that **insured person**, to compensate for the error.
- 25.2 If any of the information supplied to **us** in relation to
- 25.2.1 obtaining cover under this policy, or
  - 25.2.2 increasing the amount of the Death Benefit or Total and Permanent Disablement Benefit, or
  - 25.2.3 a claim
- is untrue or incomplete, **we** may adjust the amount of premium payable, adjust the amount of Death Benefit and Total and Permanent Disablement Benefit payable, elect not to pay the claim or avoid the **insured person's** cover as **we** consider appropriate in the circumstances to correct or compensate for the error. If **we** avoid the **insured person's** cover, **we** may retain all premiums paid.
- 25.3 **We** will not pay the Death Benefit or Total and Permanent Disablement Benefit, or the amount of any increase to a benefit for a Category C **member** if what happens to the **insured person** occurs during the first 13 months of his or her cover under this policy, or in respect of any increase in benefit, within 13 months of an increase to his or her benefit and is in connection with the **insured person** deliberately injuring themselves or attempting to do so.
- 25.4 **We** will not pay anything under this policy if what happens to the **insured person** is caused by war (excluding war service), any act of foreign enemy, hostilities or warlike operation (whether war is declared or not), civil commotion, civil war or rebellion.

## J. INSURANCE PREMIUM

### 26 Payment

26.1 The **policy owner** must pay the insurance premium to **us** in respect of a **policy period** on the **start date** and on each subsequent **review date**, or at a greater frequency agreed by **us**.

26.2 The **policy owner** will calculate the insurance premium in accordance with the insurance premium rates stated in the **schedule** and **we** review those calculations as and when **we** consider appropriate.

26.3 When an **eligible member** becomes an **insured person** on a date other than a **review date**, the annual insurance premium will be the amount determined by multiplying together:

26.3.1 The amount of the Death Benefit and Total and Permanent Disablement Benefit for the **policy period** in which the **join date** occurs divided by 1,000, and

26.3.2 The applicable insurance premium rate according to the **insured person's** gender and age at the **join date** determined by reference to the insurance premium rates stated in the **schedule**, unless otherwise agreed or advised by **us**.

However, where the period from the **join date** to the end of the **policy period** is other than twelve months, the insurance premium should be proportionately adjusted.

26.4 At each **review date** the annual insurance premium payable for each **insured person** will be the amount determined by multiplying together:

26.4.1 The amount of the Death Benefit and Total and Permanent Disablement Benefit for the next **policy period** divided by 1,000, and

26.4.2 The applicable insurance premium rate according to the **insured person's** gender and age at the **review date** determined by reference to the insurance premium rates specified in the **schedule**, unless otherwise agreed by **us**.

However, where the period from the **review date** to the end of the **policy period** is other than twelve months, the insurance premium should be proportionately adjusted.

26.5 If an **insured person's** cover ends during any **policy period** other than because of that person's death, **terminal illness** or **total and permanent disablement**, **we** will refund, at the end of that **policy period**, a proportion of the insurance premium paid. The amount refunded will be proportionately adjusted from the first day on which the **insured person's** cover ended up to the last day of the relevant **policy period**. This does not apply if **we** avoid the **insured person's** cover under Clause 26.2.

### 27 Premium rates

27.1 The annual insurance premium rates for **insured persons** covered on standard terms are set out in the **schedule** and **we** will not change them



until the **review date** except in the circumstances outlined in 28.4 or 28.5 below.

- 27.2 For an **insured person** who is not covered on standard terms, **we** will notify the **policy owner** of the insurance premium rate **we** apply.
- 27.3 **We** will review the insurance premium rates annually to take effect at the **review date**, ensuring that any individual premium rate increase or decrease is no greater than 10%, unless **we** and the **policy owner** agree otherwise.
- 27.3.1 **We** will give three months' notice of any change to the insurance premium rates under this Clause.
- 27.4 In the event of an invasion, rebellion or an outbreak of war (whether declared or not) in which New Zealand is involved, and at any time during that event, **we** may vary the insurance premium rates set out in the **schedule** by notice in writing to the **policy owner**. Any variation will be immediately effective after giving notice in writing to the **policy owner**.
- 27.5 In the event of any change or variation in any Act or Regulation that, in **our** opinion, affects the tax treatment of this policy or the insurance premium rates, then **we** may vary the insurance premium rates set out in the **schedule** to take into account the change or variation. Any variation will be immediately effective after giving notice in writing to the **policy owner**.
- 27.6 Self-experience profit share
- 27.6.1 This option is only available where the **policy owner**, an **employer** and **we** agree.
- 27.6.2 **We** will calculate a profit share refund using a formula that **we** will advise the **policy owner** and affected **employer** within an agreed timeframe.

## K. CANCELLATION

### 28 Cancellation by policy owner

- 28.1 The **policy owner** may cancel this policy at any time by giving **us** three months' notice in writing.

**We** will refer to the date specified in that notice as the **cancellation date**.

### 29 Cancellation by Fidelity Life Assurance Company Limited

- 29.1 **We** may cancel this policy by giving the **policy owner** twelve months' notice in writing.
- 29.2 **We** may also cancel this policy by giving one months' notice in writing in the following circumstances:
- 29.2.1 If the **policy owner** fails to pay any instalment of insurance premium three months after it becomes due, or
- 29.2.2 If **we** determine that the **policy owner** has made any agreement or arrangement where all of the benefits provided under this policy to **insured persons** or to **eligible members** are to be provided outside this policy.

**We** will refer to the date specified in that notice as the **cancellation date**.

30 What happens when the cover is cancelled

30.1 With effect from the **cancellation date**:

30.1.1 No further insurance premiums will be payable by the **policy owner**,

30.1.2 Cover for the **insured persons** will end immediately,

30.1.3 **We** will pay no further benefits under this policy, except for any death, **terminal illness** or **total and permanent disablement** benefits that accrued before the **cancellation date**.

31 Refund after cancellation

31.1 If this Policy cancels and a refund of insurance premium is due then **we** will refund this to the **policy owner**. **We** may subtract any reasonable expenses **we** incur in cancelling this policy from the refund payable.

## L. GENERAL CONDITIONS

32 Currency

32.1 The insurance premiums will be paid in New Zealand currency. All amounts and benefits payable by **us** in respect of this policy will be paid in New Zealand currency.

33 Variation

33.1 The **policy owner** may with **our** consent at any time delete from and/or add to the terms of this policy.

33.2 **We** may change the terms and conditions of this policy at the **review date** by giving three months' notice in writing. If the **policy owner** and **we** cannot agree on the revised terms, the policy will end on the **review date**.

33.3 If more than 5% of **insured persons** are residing overseas **we** may change the terms and conditions applying to those **insured persons** or this policy as **we** reasonably see fit.

33.4 If there is a change in the law affecting **our** liability under this policy or the value of any benefit payable under it, **we** may vary the policy in a manner **we** see fit because of that change, by notice in writing to the **policy owner**.

34 Audit

35.1 From time to time, **we** may conduct an audit of the **policy owner's** records that relate to this policy. If **we** choose to conduct an audit **we** will give the **policy owner** reasonable notice of the audit and **we** will conduct the audit during business hours only.

35 Privacy

36.1 During the course of this policy, **we** collect personal information regarding **eligible members** to administer the policy. The **policy owner** must advise the **eligible members** that the information will be provided to **us**, what **we** will use the information for, to whom **we** may disclose the information, and

that the **eligible member** may request reasonable access to and correction of the information.

36 New Zealand law

36.1 The law of New Zealand governs this policy and the New Zealand Courts have exclusive jurisdiction.

37 Statutory Fund

37.1 This policy is referable to the Fidelity Life Statutory Fund Number 1.

## M. DEFINITIONS

**accident** - death or injury caused solely and directly by violent, accidental, external and visible means.

### **activities of daily living** -

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 without the assistance of another person.

dressing and undressing – the ability to put on, take off, secure and unfasten all garments, and as appropriate any braces, artificial limbs or other surgical appliances without the assistance of another person.

eating and drinking – the ability of the **insured person** to feed himself or herself without the assistance of another person, once food and drink have been prepared.

using a toilet - the ability to use the toilet with or without aids or otherwise manage bowel and bladder function so as to maintain a satisfactory level of personal hygiene without the assistance of another person.

mobilising - moving from place to place by walking, wheelchair or with the assistance of a walking aid (including mechanical or motorised devices) without the assistance of another person.

The **insured person** will be considered to be able to perform the activity even if the above tasks can only be performed by using equipment or adaptive devices.

**at work** - the **member** is employed by an **employer** and physically at his or her place of employment, carrying out all the usual duties of that employment.

**automatic acceptance limit** - the amount stated in the **schedule** for each category of membership.

**cancellation date** – the date specified in a notice by either the **policy owner** or **us**, when all cover under this policy ends.

**cover end date** - the meaning stated in the **schedule**.

**eligible member** - the meaning stated in the **schedule**.

**employee** - a person in the employment of one of the **employers**.

**employer** – any of the entities named in the **schedule**.

**evidence of insurability** - a completed personal statement and such other medical examinations or reports, medical tests and health, occupation and activity statements as **we** may require.

**insured person/insured persons** - an **eligible member** who is covered under this policy in accordance with its terms.

**join date** - the date an **eligible member** first becomes an **insured person**.

**medical practitioner** - an appropriately qualified and registered medical practitioner who is not the **policy owner**, an **employer** or the **insured person**, their spouse, relative or business associate.

**member** - a person who is, or was in the employment of one of the **employers** and is a member of SuperLife and applied to join this policy and was/is accepted for cover under the policy by **us**.

**parental leave** - parental leave as that term is defined by the Parental Leave and Employment Protection Act 1987 provided that there is a reasonable expectation of the **eligible member** returning to employment with the **employer** as determined by the **employer**.

**policy owner** - the entity named in the **schedule**.

**policy period** - the period starting on the **start date** and ending on the day before the next **review date**, or any subsequent period starting on a **review date** and ending on the day before the next **review date**, both dates being included.

**review date** - the date specified in the **schedule**.

**salary** - the meaning specified in the **schedule**.

**schedule** - the Schedule attached to this policy.

**spouse** - a person to whom an **employee** is married or in a civil union with, or with whom the **employee** is living together as a couple and is a member of **SuperLife**.

**start date** - the date stated in the **schedule**.

**SuperLife** – is any one of the managed investment schemes managed by the policy owner and collectively referred to as SuperLife. Primarily, there are two schemes, one called the SuperLife workplace savings scheme (SLWS) (which was previously the SuperLife registered superannuation scheme – AS/1068) and SuperLife Invest (SLI) which was established to cater for individuals and entities not eligible to participate in SLWS.

**terminal illness** - the diagnosis of any advanced or rapidly progressive, incurable illness, where in **our** reasonable opinion, and in the opinion of an appropriately specialised **medical practitioner** life expectancy is no greater than 12 months. In making this assessment the **medical practitioner** will consider the recommended treatment and assume that the treatment will be followed.

**totally and permanently disabled/total and permanent disablement** - the meaning specified in the **schedule**.

**we/us/our** – Fidelity Life Assurance Company Limited or any person, firm, corporation or company carrying on business in succession or in amalgamation with it.

**whole person function** – the evaluation of whole person function is derived from the latest edition of the American Medical Association's publication Guides to the Evaluation of Permanent Impairment (Guides).