



Group Personal Accident & Sickness Insurance

Policy Wording

CHUBB®

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Group Personal Accident & Sickness Insurance

Policy Wording

Policy Wording

1. About this Group Personal Accident & Sickness Policy Wording

This policy wording contains important information about this insurance to assist in the making of a decision in relation to it.

No Financial Advice

The information contained within this document does not take into account the personal circumstances, objectives, financial situation or needs of the insured and does not constitute financial advice. You should consider the terms, conditions, exclusions and limitations of the relevant insurance policy, and obtain financial advice if required, before making any decisions about the insurance policy.

Preparation Date

This policy wording was prepared on 14 October 2020. 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

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. Important Information

In this section “We”, “Our” and “Us” means Chubb Insurance New Zealand Limited (Chubb). “You” and “Your” refers to Our customers and prospective customers as well as those who use Our website.

4. Duty of Disclosure

Your Duty of Disclosure

Before entering into a contract of insurance with Chubb, each prospective insured has a duty to disclose to Chubb information that is material to Chubb's decision whether to accept the insurance and, if so, on what terms. This includes material information about the insured, any other people and all property and 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 Chubb before renewal, extension, variation or reinstatement of a contract of insurance with Chubb. You should also provide all material information when you make a claim or if circumstances change during the term of the contract of insurance.

It is important that each prospective insured understands all information provided in support of the application for insurance and that it is correct, as each prospective insured will be bound by the answers and by the information they have provided.

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 an insured fails to comply with their duty of disclosure, Chubb may be entitled, without prejudice to its other rights, to reduce its liability under the contract in respect of a claim or refuse to pay the entire claim. Chubb 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.

5. Financial Strength Rating

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.

6. Fair Insurance Code

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 and on request.



7. Privacy Statement

This statement is a summary of Our privacy policy and provides an overview of how We collect, disclose and handle your 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](#).

Chubb is committed to protecting Your privacy. Chubb collects, uses and retains your personal information in accordance with the requirements of New Zealand's 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 You interact with Us, including when you are applying for, changing or renewing an insurance policy with Us or 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 or Your organisation 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;
- the policyholder (where the insured person is not the policyholder);
- insurance and reinsurance intermediaries, other insurers, Our reinsurers, 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.

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 or using the online form available on the Privacy Commissioner's website at www.privacy.org.nz.

8. Complaints and Dispute Resolution

Chubb takes the concerns of its customers very seriously and has detailed complaint handling and dispute resolution procedures that you may access, at no cost to you. To assist Chubb with your enquiries, please provide us with your claim or policy number (if applicable) and as much information as you can about the reason for your complaint or dispute.

Chubb's complaints and dispute procedures are as follows:

Stage 1 - Complaint Handling Procedure

If you are dissatisfied with any of Chubb's products or services and you wish to lodge a complaint, please contact us via:

E 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 you are dissatisfied with Chubb's response to your complaint, you can advise that you wish to take your complaint to Stage 2 and referred to Chubb's dispute resolution team. Chubb's internal dispute resolution team can be contacted via:

E 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

Chubb is 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 you are dissatisfied with our dispute determination or we are unable to resolve your complaint or dispute to your satisfaction within two months you may contact FSCL via:

Postal address: 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

W www.fscl.org.nz

Please note if you would like to refer your complaint or dispute to FSCL you must do so within 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.

9. Summary of Insurance

The following provides a summary of the cover 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. Please refer to the relevant Sections of the Policy and the Schedule for full benefit details and applicable terms, definitions, limitations, conditions and exclusions. Also note that each aspect of cover is only provided if it is specified as being applicable in the Schedule.

What We cover

We pay agreed lump sums or weekly benefits if a Covered Person suffers from an Event (as per the Table of Events) as a result of a Bodily Injury, Sickness or Critical Illness. A number of additional benefits may also be payable under the additional cover provided.

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

- General Definitions Applicable To The Policy
- General Conditions Applicable To The Policy
- General Exclusions Applicable To The Policy
- General Provisions Applicable To The Policy

For example:

- Covered Persons are not covered in relation to covered Event(s) that occur before they become a Covered Person or after they cease to be a Covered Person;
- We only pay up to the agreed limits specified in the Policy and/or stated in the Schedule;
- We will only cover Events which occur within twelve (12) months of the Bodily Injury or date the Covered Person first sought treatment for and/or advice in relation to the Sickness from a Doctor or Dentist, and where the Event (or Bodily Injury in respect to Event 2) occurs during the Period of Insurance or Renewal Period; and
- This Policy has reduced cover for Covered Persons over age sixty-five (65) years and for Dependent Children (if covered under the Policy). Refer to page 29 General Provisions Applicable To The Policy for details.

The policy wording should be read fully to decide whether this cover is suitable.

10. Assistance in reading and understanding this Policy Wording

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

- a) Coverage parts which explain the cover and the events that are covered. Those parts may also contain specific terms and conditions (e.g. benefit limits and excesses) that apply and which may restrict the cover.
- b) General Definitions Applicable To The Policy section define certain terms used in the Policy.
- c) General Exclusions Applicable To The Policy, General Conditions Applicable To The Policy, and General Provisions Applicable to the Policy sections which set out what is not covered and any conditions or provisions.
- d) The 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

The Policyholder should ensure that a copy of this policy wording is made available to each Covered Person.

12. Premium

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, including:

- a) occupations and previous insurance history of persons to be covered; and
- b) 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 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 from the renewal date if We notify the Policyholder of the change in writing prior to that date.

13. Cooling Off and Cancellation Rights

The Policyholder has fourteen (14) days after they enter the Policy (including renewals) to decide if this insurance meets their needs. 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:

- breaches the Duty of Disclosure;
- makes a misrepresentation to Us before or at any time the Policy was entered into;
- breaches a provision of the Policy;
- 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.

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 should be referred to for full terms and conditions.

14. Renewal Procedure

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.

15. Updating this Policy Wording

We may need to update this policy wording where the update is to rectify an error or omission, where the update is not materially adverse from the point of view of a reasonable person deciding whether to buy this insurance and/or where such update is otherwise where 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.

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

General Definitions Applicable to the Policy

For the purpose of the 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 perspective of the Covered Person. The word Accidental shall be construed accordingly.

Accidental Death means death occurring as a result of a Bodily Injury.

Act of Terrorism means the planning, use, or threat of use of violence against persons or property for the purpose of advancing political, religious or ideological goals.

Air or Road Rage Incident means a violent physical act occurring whilst the Covered Person is occupying an aircraft as a passenger, or any motor vehicle intended for use on public roadways; and intentionally committed by a person who is not:

1. a Covered Person; or
2. a Close Relative of the Covered Person.

Benefit Period means the maximum period of time for which a benefit is payable under Events 25, 26, 27 and/or 28 as shown in the Schedule.

Bodily 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. Bodily Injury includes illness or disease resulting directly from medical or surgical treatment rendered necessary by any Bodily Injury. It does not mean a Sickness or any Pre-Existing Medical Condition.

Cancer means a malignant tumor characterised by the uncontrolled growth and spread of malignant cells and invasion of tissue, resulting in a written positive diagnosis by a Doctor who is certified as an oncologist. This includes Leukemia, Hodgkin's Disease and invasive Melanoma which exceeds 0.75 mm in depth. It does not include:

- a) Carcinoma in situ; or
- b) Kaposi's Sarcoma or other AIDS related cancers and cancer in the presence of human immunodeficiency virus (HIV); or
- c) prostate cancer diagnosed as T1 No Mo or equivalent staging; or
- d) a recurrence or metastasis of a cancer which was originally diagnosed prior to the Covered Person first meeting the criteria for a Covered Person under this Policy; or
- e) any other skin cancer.

Carjacking Incident means the violent theft or attempted theft of a motor vehicle which is under the care and control of, or occupied by or immediately intended to be occupied by, a Covered Person.

Civil War means any of the following, whether declared or not, armed opposition, insurrection, revolution, armed rebellion, sedition, between 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, a Covered Person or any other person entitled to claim under the Policy.

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.

Complete Fracture means a fracture in which the bone is broken completely across and no connection is left between the pieces.

Country of Residence means the country:

- a) of which the Covered Person is a permanent resident (e.g. in relation to which they hold a multiple entry visa or permit which gives the Covered Person resident rights in such country); or
- b) in which the Covered Person is residing on an overseas expatriate assignment.

Covered Person means a person that meets the criteria specified for a Covered Person in the Schedule 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.

Critical Illness means Cancer, Kidney Failure, Myocardial Infarction or Stroke suffered by the Covered Person which occurs during the Period of Insurance and whilst the person is a Covered Person. It does not mean any Pre-Existing Medical Condition.

Dentist means a Covered Person's attending dentist or surgeon who is registered or licensed to practice dentistry under the laws of the country in which they practice, other than:

- a) the Policyholder; or
- b) the Covered Person; or
- c) a Close Relative of the Covered Person, a member of the immediate family of the Covered Person; or
- d) an Employee of the Policyholder.

Dependent Child(ren) means a Covered Person's and their Spouse/Partner's unmarried dependent child(ren) (including step or legally adopted child(ren)) as long as they are under nineteen (19) years of age or under twenty-five (25) years of age while they are full-time students at an accredited institution of higher learning and in either case, are primarily dependent upon Covered Person for maintenance and support.

Dependent Children also means a Covered Person's unmarried children of any age who are permanently living with the Covered Person and are mentally or physically incapable of self-support.

Doctor means a Covered Person's attending doctor or specialist who is registered or licensed to practice medicine under the laws of the country in which they practice, other than:

- a) the Policyholder; or
- b) the Covered Person; or
- c) a Close Relative of the Covered Person, a member of the immediate family of the Covered Person; or
- d) an Employee of the Policyholder.

Employee means any person in the Policyholder's service including directors (executive and non-executive), board members, consultants, contractors, sub-contractors and/or self-employed persons undertaking work on the Policyholder's behalf.

Endorsement means a written alteration to the terms of the Policy.

Event(s) means the Event(s) described in the relevant Table of Events set out in this Policy.

Excess means the first amount of any covered loss or expense incurred by the Policyholder or Covered Person which We will not pay. If shown in the Schedule, an Excess will be applied to each and every loss which is covered under the Policy.

Excess Period means the period of time following Events 25, 26, 27 and 28 giving rise to a claim during and for which no benefits are payable as specified in the Schedule.

Fingers, Thumbs or Toes mean the digits of a Hand or Foot.

Foot means the entire foot below the ankle. Hairline Fracture means mere cracks in the bone. Hand means the entire hand below the wrist.

Kidney Failure means end stage renal disease as determined by a duly qualified Doctor which presents chronic and irreversible loss of function of both kidneys as a result of which the Covered Person is required to undergo regular renal dialysis or kidney transplantation.

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

Loss means in connection with:

- a) a Limb, Permanent physical severance or Permanent total loss of the use of the Limb;
- b) an eye, total and Permanent loss of all sight in the eye;
- c) hearing, total and Permanent loss of hearing;
- d) speech, total and Permanent loss of the ability to speak; and which in each case is caused by Bodily Injury.

Loss of Daily Activities means in the opinion of a Doctor the Covered Person is unlikely to ever be able to undertake one (1) or more of the following activities without assistance:

- a) dressing and undressing
- b) washing, bathing and toileting,
- c) eating and drinking,
- d) general household duties,
- e) shopping.

Medical Aids means equipment such as crutches, bandages, traction equipment, walker boots, heat packs etc. that are recommended in the treatment of a Bodily Injury by a Doctor and which are not excluded under General Exclusion 5.

Medical Expenses means Usual, Reasonable and Customary Medical Expenses incurred for treatment in respect of a Covered Person as a result of a Bodily Injury for medical, surgical, hospital and nursing treatment prescribed by a Doctor.

Myocardial Infarction means the death of a portion of the heart muscle as a result of inadequate blood supply to the area(s). The diagnosis by a duly qualified Doctor must be based on all of the following:

- a) a history of typical chest pain;
- b) new electrocardiographic changes; and
- c) elevation of cardiac enzyme levels.

Non-Scheduled Flight(s) means travel in an aircraft whose flights are not conducted in accordance with fixed flying schedules, over specific air routes, to and from fixed terminals.

Other Fracture means any fracture other than a Simple Fracture or Hairline Fracture.

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

Paraplegia means the Permanent loss of use of both legs and the Permanent loss of use of the whole of or part of the lower half of the body.

Period of Insurance means the period shown on the current Schedule or such shorter time if the Policy is terminated and for which cover applies under the Policy, which in any case shall not exceed twelve (12) months in duration.

Permanent means having lasted twelve (12) consecutive months from the date of the Bodily Injury and at the expiry of that period, being beyond hope of improvement.

Permanent Total Disablement means where in the opinion of a Doctor:

- a) the Covered Person is entirely and continuously unable to engage in, perform or attend to any occupation or business for which they are reasonably qualified by reason of education, training or experience; and
- b) the disability has lasted twelve (12) consecutive months from the date of the Bodily Injury and at the expiry of that period, being beyond hope of improvement.

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 (e.g. Endorsements).

Policyholder means the named company listed as the Policyholder in the Schedule with whom We enter into the Policy. They are the contracting insured.

Pre-Existing Medical Condition means

- a) any physical defect, condition, illness or disease for which treatment, medication or advice (including advice for treatment) has been received or prescribed by a Doctor or Dentist 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 three (3) months prior to becoming a Covered Person under the Policy.

Notwithstanding the above, any physical defect, condition, illness or disease developed since the inception of the Policy will not be deemed to be a Pre-Existing Medical Condition where the Covered Person has been employed by the Policyholder and has been continuously covered under a group personal accident and sickness 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 personal accident and sickness insurance underwritten by Us and held by the Policyholder immediately prior to the Policy.

Premium means the premium as shown in the Schedule that is payable in respect of the Policy by the Policyholder.

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.

Quadriplegia means the Permanent loss of use of both arms and both legs.

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

Renewal Policy means the group personal accident and sickness 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 below under b. or c.), 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 Partial Disablement or Temporary Total Disablement (whichever is relevant) 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 Partial Disablement or Temporary Total Disablement (whichever is relevant) 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
- c) in the case of a self-employed person, their weekly pre-tax income derived from personal exertion, after deduction of all expenses incurred in connection with the derivation of that income, averaged over the period of twelve (12) months immediately preceding the date of Temporary Partial Disablement or Temporary Total Disablement (whichever is relevant) or over such shorter period as they have been self-employed.

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

Seek Employment means the Covered Person being registered with the government agency or department in their Country of Residence which is responsible for providing unemployment services, (such as Work and Income New Zealand) and/or a recruitment company and providing Us with proof of a minimum of two (2) new job applications per week or a statement from the government agency or department setting out that all appropriate jobs available for that week had been applied for.

Serious Mental Illness means a mental, behavioral, or emotional disorder resulting from a serious functional impairment, which, substantially interferes with or limits one or more major life activities of the Covered Person.

Sickness means any illness or disease of the Covered Person occurring during the Period of Insurance and whilst the person is a Covered Person. It does not mean any Pre-Existing Medical Condition.

Simple Fracture means a fracture in which there is a basic and uncomplicated break in the bone and which in the opinion of a Doctor requires minimal and uncomplicated medical treatment.

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 three (3) months or more at the time of loss.

Stroke means any cerebrovascular incident producing neurological sequelae lasting for more than forty-eight (48) hours and including infarction of brain tissue, cerebral hemorrhage or embolization from an extra cranial source. Diagnosis is required by a duly qualified Doctor and evidence of permanent neurological deficit must be produced.

Temporary Partial Disablement means where, in the opinion of a Doctor, either:

- a) the Covered Person is temporarily unable to engage in a substantial part of their usual occupation or business duties resulting in a loss of earnings post Bodily Injury or Sickness of at least 25% less than their Salary; or
- b) where the Covered Person ceases to be employed by the Policyholder after the Event(s) occurs, disablement which prevents the Covered Person from engaging in any occupation for which they may be suited by way of their education, training or experience which reduces their capacity to undertake an occupation by at least 25%.

In both instances the Covered Person must be under the regular care of and acting in accordance with the instructions or advice of a Doctor.

Temporary Total Disablement means where in the opinion of a Doctor, either:

- a) the Covered Person is temporarily unable to engage in any aspect of their usual occupation or any of their business duties; or
- b) where the Covered Person ceases to be employed by the Policyholder after the Event(s) occurs; disablement which prevents the Covered Person from engaging in any occupation for which they may be suited by way of their education, training or experience.

In both instances the Covered Person must be under the regular care of, and acting in accordance with the instructions or advice of a Doctor.

Tooth means a sound and natural permanent tooth but does not include first or milk teeth, dentures, implants and dental fillings. Teeth has a corresponding meaning.

Usual, Reasonable and Customary Medical Expenses means charges for treatment, supplies or medical services medically necessary to treat the Covered Person's condition, which does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred and does not include charges that would not have been made if no insurance existed.

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/Our/Us means Chubb Insurance New Zealand Limited (Company Number: 104656) who is the insurer/issuer of the Policy. Other documents issued by Us that form the Policy may also contain general or specific definitions.

Work Experience means work undertaken with the Policyholder for a defined temporary period, either voluntarily or for a stipend, by a person who is not an employee of the Policyholder, provided such work is arranged in conjunction with an educational, training or similar institution for the purpose of that person gaining vocational experience or developing practical skills.

Personal Accident & Sickness

Extent Of Cover

Subject to the other terms, conditions and exclusions of the Policy

Bodily Injury

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person suffers from a Bodily Injury which results directly in the occurrence of one or more of the Events listed in the Table of Events below under Parts A, B, D, E and/or F, We will pay the benefit corresponding to the sum insured amount shown in the Schedule multiplied by the percentage shown in the Table of Events, provided:

- a) the Event occurs within twelve (12) months of the date of the Bodily Injury; and
- b) with respect to Events 25 and/or 26, the Event occurs during the Period of Insurance or any Renewal Period; and
- c) a sum insured amount is shown in the Schedule.

Sickness

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person suffers from Sickness which results directly in the occurrence of one or more of the Events listed in the Table of Events below under Part C, We will pay the benefit corresponding to the sum insured amount shown in the Schedule multiplied by the percentage shown in the Table of Events, provided:

- a) the Event occurs within twelve (12) months of the date the Covered Person first sought treatment for and/or advice in relation to the Sickness from a Doctor or Dentist; and
- b) with respect to Events 27 and/or 28, the Event occurs during the Period of Insurance or any Renewal Period; and

c) a sum insured amount is shown in the Schedule.

Critical Illness

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person suffers from a Critical Illness as listed in the Table of Events below under Part G, provided a sum insured amount is shown in the Schedule then We will pay the benefit corresponding to the sum insured shown in the Schedule multiplied by the percentage shown in the Table of Events.

Table of Events

Part A - Lump Sum Benefits	
Cover for an Event under this Part applies only if an amount for that Event is shown in the Schedule against Part A - Lump Sum Benefits.	
Events	Benefits
Note: the following Event(s) must occur at or within twelve (12) months from the date of the Bodily Injury.	The percentage of the amount shown in the Schedule against Part A - Lump Sum Benefits (per Covered Person) *
1. Accidental Death	100%
2. Permanent Total Disablement	100%
3. Paraplegia or Quadriplegia	100%
4. Loss of sight of both eyes	100%
5. Loss of sight of one (1) eye	100%
6. Loss of use of two (2) limbs	100%
7. Loss of use of one (1) Limb	100%
8. Permanent Serious Mental Illness	100%
9. Loss of: a) hearing in both ears b) the lens in both eyes	100% 100%
10. Loss of: a) hearing in one (1) ear b) the lens in one (1) eye	30% 60%
11. Permanent Loss of use of four (4) Fingers and Thumb of either Hand	80%
12. Burns: a) Third degree burns and/or resultant disfigurement which covers more than 20% of the entire external body b) Second degree burns and/or resultant disfigurement which covers more than 20% of the entire external body	50% 25%
13. Permanent Loss of use of four (4) Fingers of either Hand	50%
14. Permanent Loss of use of one (1) Thumb of either Hand: a) both joints b) one (1) joint	40% 20%
15. Permanent Loss of use of Fingers of either Hand: a) three (3) joints b) two (2) joints c) one (1) joint	15% 10% 5%
16. Permanent Loss of use of Toes of either Foot: a) all - one (1) Foot b) great - both joints c) great - one (1) joint d) other than great - each Toe	15% 5% 3% 1%
17. Fractured leg or patella with established non-union	10%
18. Shortening of leg by at least five (5) cm	7.5%

19. Permanent partial disablement not otherwise provided for under Events 2 to 18 inclusive.	Such percentage of the lump sum benefit insured which corresponds to the percentage reduction in whole bodily function as certified by no fewer than three (3) Doctors, one of whom will be the Covered Person's treating Doctor and the remaining two (2) will be appointed by Us. In the event of a disagreement, the amount payable will be the average of the three (3) opinions. The maximum amount We will pay is 75% of the lump sum benefit insured.
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*Any amount payable under Event 2, 3 or 19 will be reduced by any benefit amounts payable under Events 25 or 26 for any period greater than fifty-two (52) weeks

Extensions Applicable To Part A – Lump Sum Benefits

Exposure

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person is exposed to the elements as a result of an Accident and within twelve (12) months of the Accident the Covered Person suffers from any of the Events outlined in the Table of Events (1-19) as a direct result of that exposure, the Covered Person will be deemed for the purpose of the Policy to have suffered a Bodily Injury on the date of the Accident.

Disappearance

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person disappears in any manner whatsoever and the Covered Person's body has not been found within twelve (12) months after the date of that disappearance, the Covered Person will be deemed to have died as a result of a Bodily Injury at the time of their disappearance.

Where the Accidental Death benefit in the Table of Events (Event 1) is payable because of a disappearance, We will only pay that benefit after the Policyholder or the legal representatives of the Covered Person's estate has given Us a signed undertaking that the benefit will be repaid to Us if, after Our payment, it is found that the Covered Person did not die as a result of a Bodily Injury.

Part B - Bodily Injury Benefits

Part B - Bodily Injury Resulting In Surgery - Benefits

Cover for an Event under this Part applies only if an amount is shown in the Schedule against Part B - Bodily Injury Resulting in Surgery - Benefits.

Events Note: the following Event(s) must occur at or within twelve (12) months from the date of the Bodily Injury.	Benefits The percentage of the amount shown in the Schedule against Part B - Bodily Injury Resulting In Surgery - Benefits (per Covered Person).
20. Craniotomy	100%
21. Amputation of a Limb	100%
22. Fracture of a Limb requiring open reduction	50%
23. Dislocation requiring open reduction	25%
24. Any other surgical procedure carried out under a general anaesthetic	5%

Part B - Weekly Benefits - Bodily Injury

Cover for an Event under this Part applies only if an amount is shown in the Schedule against Part B - Weekly Benefits - Bodily Injury.

Events

Note: the following Event(s) must occur at or within twelve (12) months from the date of the Bodily Injury and whilst the Policy or Renewal Policy is in force.

Benefits

25. Temporary Total Disablement

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 Schedule against Part B - Weekly Benefits - Bodily Injury, but not exceeding the percentage of Salary shown in the Schedule of the Covered Persons Salary.

26. Temporary Partial Disablement

From the date of Temporary Partial Disablement and whilst the Temporary Partial Disablement persists, We will, for the Benefit Period, pay up to the weekly benefit amount shown in the Schedule against Part B - Weekly Benefits - Bodily Injury less any amount of current earnings as a result of working in a reduced capacity, provided the combined amount does not exceed the percentage of Salary shown in the Schedule of the Covered Person's Salary. If the Covered Person is able to return to work in a reduced capacity (whether or not with the Policyholder), yet elects not to do so, then the benefit payable shall be 25% of the Covered Person's Salary

Part C - Sickness Benefits

Part C - Weekly Benefits - Sickness

Cover for an Event under this Part applies only if an amount is shown in the Schedule against Part C - Weekly Benefits - Sickness.

Events

Note: the following Event(s) must occur within twelve (12) months of the date Covered Persons first sought treatment for or advice in relation to the Sickness from a Doctor or Dentist and whilst the Policy or Renewal Policy is in force.

Benefits

27. Temporary Total Disablement

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 Schedule against Part C - Weekly Benefits - Sickness, but not exceeding the percentage of Salary shown in the Schedule of the Covered Person's Salary.

28. Temporary Partial Disablement

From the date of Temporary Partial Disablement and whilst the Temporary Partial Disablement persists, We will, for the Benefit Period, pay up to the weekly benefit amount shown in the Schedule against Part C - Weekly Benefits - Sickness less any amount of current earnings as a result of working in a reduced capacity, provided the combined amount does not exceed the percentage of Salary shown in the Schedule of the Covered Person's Salary. Should the Covered Person be able to return to work in a reduced capacity (whether or not with the Policyholder), yet elects not to do so, then the benefit payable shall be 25% of the Covered Person's Salary.

Part C - Sickness Resulting In Surgery - Benefits

Cover for an Event under this Part applies only if an amount is shown in the Schedule against Part C - Sickness Resulting in Surgery - Benefits.

Events Note: the following surgical procedure(s) must be carried out within twelve (12) months of the date Covered Persons first sought treatment for or advice in relation to the Sickness from a Doctor or Dentist.	Benefits The benefits shown below are a percentage of the amount shown in the Schedule against Part C - Sickness Resulting in Surgery - Benefits (per Covered Person).
29. Open heart surgical procedure	100%
30. Brain surgery	100%
31. Abdominal surgery carried out under general anaesthetic	50%
32. Any other surgical procedure carried out under a general anaesthetic	5%

Extensions under Part B – Weekly Benefits – Bodily Injury & Part C Weekly Benefits - Sickness

Escalation of Claim Benefit

After payment of a benefit under Events 25, 26, 27 or 28 continuously for twelve (12) months, and again after each subsequent period of twelve (12) months during which a benefit is paid, the benefit will be increased by 5% per annum. Note that any continuation benefits shall still not exceed the total maximum Benefit Period as shown in the Schedule.

Guaranteed Payment

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person sustains a Bodily Injury or Sickness for which benefits are payable under Events 25 or 27, provided that medical evidence is presented from a Doctor certifying that the total period of Temporary Total Disablement will be a minimum of twenty-six (26) continuous weeks, We will pay benefits for twelve (12) weeks in one (1) lump sum as a first initial payment.

Note that any guaranteed payment shall still not exceed the total maximum Benefit Period as shown in the Schedule.

Part D - Fractured Bones - Lump Sum Benefits

Cover for an Event under this Part applies only if an amount is shown in the Schedule against Part D - Fractured Bones - Lump Sum Benefits.

Events Note: the following Event(s) must occur within twelve (12) months of the date of the Bodily Injury.	Benefits The benefits shown below are a percentage of the amount shown in the Schedule against Part D - Fractured Bones - Lump Sum Benefits (per Covered Person).
33. Neck, skull or spine (Complete Fracture)	100%
34. Hip	75%
35. Jaw, pelvis, leg, ankle or knee (Other Fracture)	50%
36. Cheekbone, shoulder or Hairline Fracture of skull or spine	30%
37. Arm, elbow, wrist or ribs (Other Fracture)	25%
38. Jaw, pelvis, leg, ankle or knee (Simple Fracture)	20%
39. Nose or collarbone	20%
40. Arm, elbow, wrist or ribs (Simple Fracture)	10%
41. Finger, Thumb, Foot, Hand or Toe	7.5%

The maximum benefit payable for any one (1) Bodily Injury resulting in fractured bones shall be the amount shown in the Schedule against Part D - Fractured Bones - Lump Sum Benefits.

In the case of an established non-union of any of the above fractures, notwithstanding the maximum benefit payable amount, We will pay an additional benefit of 5% of the amount shown in the Schedule against Part D - Fractured Bones - Lump Sum Benefits.

Part E - Loss of Teeth or Dental Procedures - Lump Sum Benefits

Cover for an Event under this Part applies only if an amount is shown in the Schedule against Part E - Loss of Teeth or Dental Procedures - Lump Sum Benefits.

Events

Note: the following Event(s) must occur within twelve (12) months of the date of the Bodily Injury.

Benefits

The benefits shown below are a percentage of the amount shown in the Schedule against Part E – Loss of Teeth or Dental Procedures - Lump Sum Benefits (per Covered Person).

42. Loss of teeth or full capping of teeth	100%
43. Partial capping of teeth	50%

The maximum benefit payable for any one (1) Bodily Injury resulting in loss of teeth or dental procedures shall be the amount shown in the Schedule against Part E - Loss of Teeth or Dental Procedures - Lump Sum Benefits.

The maximum benefit payable per Tooth shall be limited to the amount shown in the Schedule

Part F – Accidental Medical Expenses

Cover for an Event under this Part applies only if an amount is shown in the Schedule against Part F - Accidental Medical Expenses

Events

Note: the following Event(s) must occur within twelve (12) months of the date of the Bodily Injury.

Benefits

The benefits shown below are a percentage of the amount shown in the Schedule against Part F - Accidental Medical Expenses (per Covered Person).

44. Medical Expenses	100%
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The maximum benefit payable for any one (1) Bodily Injury resulting in Medical Expenses shall be the amount shown in the Schedule against Part F - Accidental Medical Expenses, less any applicable Excess.

Part G – Critical Illness – Lump Sum Benefits

Cover for an Event under this Part applies only if an amount is shown in the Schedule against Part G – Critical Illness – Lump Sum Benefits.

Events

Benefits

The benefits shown below are a percentage of the amount shown in the Schedule against Part G – Critical Illness – Lump Sum Benefits (per Covered Person).

45. Cancer	100%
46. Kidney Failure	100%
47. Myocardial Infarction	100%
48. Stroke	100%

Additional Cover Under The Policy

1. Return to Work Assistance

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person suffers a Bodily Injury or Sickness which results in benefits being payable under Events 25, 26, 27 or 28, We at Our absolute discretion may elect to 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 includes but is not limited to special equipment for and/or modifications to the Covered Person's usual workplace. The maximum benefit payable per Covered Person for any (1) Event is as per the amount shown in the Schedule against Return to Work Assistance.

2. Tuition or Advice Expenses

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person sustains a Bodily Injury or Sickness for which a benefit is

payable under Events 25, 26, 27 or 28, We will reimburse expenses incurred by the Policyholder or a Covered Person for tuition or advice for a Covered Person by a licensed vocational school, provided such tuition or advice is undertaken with Our prior written agreement and that evidence is presented from a Doctor certifying the tuition or advice is medically necessary.

Reimbursement under this provision will be limited to the actual costs incurred by the Policyholder or the Covered Person up to the maximum amount per month and for a maximum number of months as shown in the Schedule against Tuition or Advice Expenses.

3. Unexpired Membership Benefit

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person sustains a Bodily Injury which results in a benefit being paid under:

1. Events 2 to 9(a); or
2. Events 25 and/or 26 for which a Doctor certifies in writing will continue for a minimum period of twenty-six (26) weeks;

and it is certified by a Doctor as preventing the Covered Person from continuing their participation in any sport or gym activity for which they have pre-paid a membership, association or registration fee, We will pay the Policyholder or Covered Person a pro-rata refund of such fees paid for the current season or membership period, up to the amount shown in the Schedule against Unexpired Membership Benefit.

4. Replacement Staff/Recruitment Costs

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person or group of Covered Persons suffer a Bodily Injury, and in Our opinion this is likely to result in a valid claim under the Policy with respect to, Part A – Lump Sum Benefits for either:

- a) Event 1 – Accidental Death; or
- b) Event 2 – Permanent Total Disablement,

We will pay the reasonable costs incurred by the Policyholder for recruitment of replacement staff up to a maximum amount shown in the Schedule against

Replacement Staff/Recruitment Costs. Costs must be incurred within forty-five (45) days of the Event and be necessary for the continuation of the Policyholder's business. This cover is subject to the Policyholder giving Us a signed undertaking that any amount paid to the Policyholder will be repaid to Us, if it is later found that a valid claim did not or will not eventuate.

5. Visitors Benefit

If during the Period of Insurance a third party visits the Policyholder's premises in a business capacity and sustains a Bodily Injury whilst on the premises which would, had the visitor been a Covered Person, result in a benefit being paid under Event 1 or Event 2, We agree to pay the Policyholder the benefit amount shown in the Schedule against Visitors Benefit.

6. Corporate Image Protection

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person or group of Covered Person's suffer a Bodily Injury or Bodily Injuries, as applicable, and in Our opinion this is likely to result in a valid claim under the Policy with respect to Part A – Lump Sum Benefits for either:

- a) Event 1 – Accidental Death; or
- b) Event 2 – Permanent Total Disablement,

We will reimburse the Policyholder for costs (other than the Policyholder's own internal costs) incurred for the engagement of image and/or public relations consultants; and/or the release of information through the media.

Costs must be incurred within fifteen (15) days of, and directly in connection with such a Bodily Injury, to protect and/or positively promote the Policyholder's business and image and is subject to the Policyholder giving Us a signed undertaking that any amount paid to the Policyholder will be repaid to Us, if it is later found that a valid claim did not or will not eventuate. The maximum benefit payable for any one (1) Event is the amount shown in the Schedule against Corporate Image Protection.

7. Independent Financial Advice

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person sustains a Bodily Injury for which benefits are payable under Events 1–9, We will, in addition to payment of the benefit, and at the request of the Policyholder, the Covered Person or representatives of the Covered Person's estate, pay for professional financial advice in

respect of the payment of the benefit for Events 1–9, provided that such advice is provided by an independent financial advisor who is not a Close Relative of the Covered Person and who is authorised and regulated by the New Zealand Financial Markets Authority to provide such financial advice. The maximum benefit payable for any one (1) Event is the amount shown in the Schedule against Independent Financial Advice.

8. Funeral Expenses

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person suffers an Accidental Death

We will reimburse the Policyholder or the estate of the Covered Person up to the amount shown in the Schedule against Funeral Expenses for:

- a) all reasonable funeral, burial or cremation and associated expenses; or
- b) all reasonable expenses incurred in transporting the Covered Person's body or ashes to a place nominated by the legal representative of the Covered Person's estate.

9. Coma Benefit

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person sustains a Bodily Injury which directly causes or results in the Covered Person being in a state of continuous unconsciousness and the Covered Person or their legal representative presents Us with a written opinion of a Doctor which verifies that the direct cause of the continuous unconsciousness was the Bodily Injury, We will pay the Policyholder or the Covered Person or the Covered Person's legal representative a daily amount for each day or part thereof of continuous unconsciousness, up to a maximum number of consecutive days. The daily amount and maximum number of days is shown in the Schedule against Coma Benefit.

10. Partner Retraining Benefit

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person suffers an Accidental Death or Permanent Total Disablement, We will pay, at the Policyholder's request, up to the amount shown in the Schedule against Partner Retraining Benefit.

This amount will be used towards the actual costs incurred for the training or retraining of the Covered Person's Spouse/Partner:

- a) for the purpose of obtaining gainful employment; or
- b) to improve their employment prospects; or
- c) to enable them to improve the quality of care they can provide to the Covered Person.

Provided always that:

- a) the training is provided by a recognised institution with qualified skills to provide such training; and
- b) all such expenses are incurred within twenty-four (24) months from the date the Covered Person suffered the Bodily Injury for which the claim depends.

11. Dependent Child Supplement

If during the Period of Insurance; and whilst the person is a Covered Person, the Covered Person suffers an Accidental Death and is survived by a Dependent Child(ren), We will pay the Covered Person's estate a lump sum benefit for each surviving Dependent Child subject to a maximum benefit with respect to any one (1) family as shown in the Schedule against Dependent Child Supplement.

12. Orphaned Benefit

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person and their Spouse/Partner both suffer an Accidental Death as a result of the same Accident and they are survived by a Dependent Child(ren), We will pay to the Covered Person's estate, in addition to any benefit payable under Dependent Child Supplement, a lump sum benefit for each surviving Dependent Child subject to a maximum benefit amount in respect of any one (1) family as shown in the Schedule against Orphaned Benefit.

13. Modification Expenses

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person sustains a Bodily Injury for which a benefit is payable under Events 2 or 3, We will reimburse the Policyholder or Covered Person up to the amount shown in the Schedule against Modification Expenses, for actual costs incurred to modify the Covered Person's home and/or vehicle, or costs associated with relocating the Covered Person to a more suitable home, provided that evidence is presented from a Doctor certifying the modification and/or relocation is medically necessary.

14. Chauffeur Services

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person sustains a Bodily Injury or Sickness for which benefits are payable under Events 25, 26, 27 or 28, We will pay the Policyholder or Covered Person up to the amount shown in the Schedule against Chauffeur Services for a chauffeur or taxi service to and from the Covered Person's usual place of work and their usual place of residence if the Covered Person recovers sufficiently to return to work but is certified by a Doctor as being unable to drive a vehicle or travel on public transport.

15. Executor Emergency Cash Advance

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person suffers an Accidental Death, upon the executor of the estate's request, We will advance to the Policyholder or the executor of the Covered Person's estate the amount shown in the Schedule against Executor Emergency Cash Advance, whilst the administration of the Covered Person's estate is being arranged.

16. Premature Birth/Miscarriage Benefit

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person sustains a Bodily Injury which results in premature childbirth (prior to twenty-six (26) weeks gestation) or miscarriage, We will pay the Policyholder or Covered Person the lump sum benefit amount shown in the Schedule against Premature Birth/Miscarriage Benefit.

17. Superannuation Scheme Contribution Benefit

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person sustains a Bodily Injury or Sickness resulting in a valid claim under Event 25, 26, 27 or 28, We will pay the compulsory employer contributions that a Policyholder is legally obligated to make to the Covered Person's eligible superannuation account, from the date of the Bodily Injury or Sickness requiring time off work and for the period that the Covered Person is receiving compensation for Event 25 or 27 (Temporary Total Disablement) or Event 26 or 28 (Temporary Partial Disablement) up to the maximum period shown in the Schedule against Superannuation Scheme Contribution Benefit.

18. Loss of Daily Activities

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person suffers a Bodily Injury resulting in an Event that is covered under Part A – Lump Sum Benefits – Events 2-9(a), and

the Covered Person suffers from Loss of Daily Activities , We will pay the Policyholder or the Covered Person up to the amount shown in the Schedule against Loss of Daily Activities

19. Ambulance Cover

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person suffers a Bodily Injury and as a result is required to travel by ambulance (land, sea or air) to the nearest medical treatment facility, We will pay the cost of transportation that is not recoverable from any other source up to the maximum amount per Covered Person and for any one (1) event, shown in the Schedule against Ambulance Cover.

20. Trauma Counselling Benefit

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person suffers psychological trauma as a result of them being a victim of, or eye witnessing a criminal act such as sexual assault, rape, murder, violent robbery or an act of terrorism, We will pay to the Policyholder or the Covered Person up to the maximum amount shown in the Schedule against Trauma Counselling Benefit the cost of trauma counselling which is provided by a registered psychologist or psychiatrist (who is not a Covered Person or their Close Relative) provided the treatment is certified as necessary by a Doctor for the wellbeing of the Covered Person.

21. HIV/AIDS contracted through Bodily Injury

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person is infected with the Human Immunodeficiency Virus (HIV) or any variation or acquires Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC):

- a) as a direct result of a Bodily Injury caused by a violent and physical bodily assault by another person on the Covered Person whilst they are a Covered Person; or
- b) as a direct result of receiving medical treatment provided by a Doctor for a Covered Person's Bodily Injury which was sustained whilst the Covered Person was a Covered Person during the Period of Insurance;

We will pay or reimburse the reasonable medical and additional expenses incurred by the Policyholder or Covered Person during the Period of Insurance up to the amount as shown in the Schedule against HIV/AIDS contracted through Bodily Injury, provided that:

- a) there is a positive diagnosis within one hundred and twenty (120) days of the event giving rise to the HIV infection;
- b) any event leading to or likely to lead to a positive diagnosis of HIV is reported to Us and medical tests are carried out by a Doctor no more than forty-eight (48) hours from the date and time of the event giving rise to the HIV infection; and
- c) a recognised laboratory carries out medical and clinical tests that conclusively prove that the Covered Person was not HIV positive at the time and date immediately before the event giving rise to the HIV infection. No benefit will be payable if the Policyholder or the Covered Person fails to comply with or to provide the required level of proof.

22. Bed Confinement – Daily Cash

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person suffers a Bodily Injury or Sickness which results in them being confined to bed by a Doctor for a period in excess of seven (7) days, We will pay the Policyholder

or the Covered Person the daily amount, up to the maximum number of consecutive days shown in the Schedule against Bed Confinement – Daily Cash Benefit.

23. Terrorism Injury Benefit

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person sustains a Bodily Injury resulting from an Act of Terrorism for which a benefit is paid under Events 1 to 9, We will, in

addition to payment of the benefit, also pay the Policyholder the amount shown in the Schedule against Terrorism Injury Benefit.

The maximum amount We will pay for all claims arising out of any one (1) event or series of related events during any one (1) Period of Insurance shall not exceed the Aggregate amount shown in the Schedule against Terrorism Injury Benefit.

24. Accommodation and Transport Expenses

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person sustains a Bodily Injury and is admitted as an in-patient of a hospital, which is more than 100 kilometres from the Covered Person's normal place of residence, We will pay the actual and reasonable transport and/or accommodation expenses incurred by their Spouse/Partner and/ or Dependent Children to travel to or remain with the Covered Person, up to the amount shown in the Schedule against Accommodation and Transport Expenses, subject to any restriction to do so.

25. Out of Pocket Expenses

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person sustains a Bodily Injury which directly results in otherwise unforeseeable expenses for Medical Aids, local transportation (other than in an ambulance) for the purpose of seeking medical treatment, and other non-medical expenses such as clothing and non-medical equipment, We will pay the actual and reasonable costs incurred up to the maximum shown in the Schedule against Out of Pocket Expenses, provided that those costs are not insured elsewhere under this Policy, or an expense to which General Exclusion 5 applies.

26. Childcare Benefit

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person sustains a Bodily Injury for which a benefit is paid under Events 2 to 9, We will pay the Covered Person the actual and reasonable expenses necessarily incurred for the services of a registered childcare provider up to the amount shown in the Schedule against Childcare Benefit, but only in respect of additional costs that would not otherwise have been incurred.

27. Work Experience Benefit

If a person is undertaking authorised Work Experience with the Policyholder and, whilst performing occupational duties on behalf of the Policyholder sustains a Bodily Injury which, had the person been a Covered Person, would have resulted in a benefit being paid under Events 1 to 9, We will pay the Policyholder the amount shown in the Schedule against Work Experience Benefit.

28. Workplace Assault Benefit

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person sustains a Bodily Injury as a result of an unprovoked assault, We will pay the Policyholder or Covered Person the amount shown in the Schedule against Workplace Assault Benefit.

29. Workplace Trauma Benefit

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person witnesses a violent criminal act whilst at the premises of the Policyholder and does not sustain a Bodily Injury, We will pay the Policyholder or Covered Person the amount shown in the Schedule against Workplace Trauma Benefit.

30. Air or Road Rage Benefit

If, during the Period of Insurance and whilst the person is a Covered Person, the Covered Person is the victim of an Air or Road Rage Incident, We will reimburse the Policyholder or Covered Person for associated Air Rage or Road Rage Expenses (as defined below), up to the amount shown in the Schedule against Air or Road Rage Benefit.

Air Rage or Road Rage Expenses means the reasonable costs for any non-refundable expenses incurred by the Policyholder or Covered Person in respect of a Covered Person's and/ or their Close Relative's prescheduled travel arrangements, for:

1. additional accommodations or transportation to bring the Covered Person and/or their Close Relative to their intended destination if the Covered Person and/or Close Relative missed the original departure due to an Air or Road Rage Incident;
2. additional accommodations or transportation to bring the Covered Person and/or their Close Relative to their return destination, or to travel from the place where the trip was interrupted to a place where the Covered Person and/or their Close Relative can resume the trip, if the trip is disrupted due to an Air or Road Rage Incident; and
3. the unused portion of forfeited travel or accommodation expenses paid in advance if a pre-scheduled trip is cancelled due to an Air or Road Rage Incident.

31. Carjacking Benefit – Excess & Vehicle Hire

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person is the victim of a Carjacking Incident which results in theft and/or damage to their vehicle, We will pay to the Policyholder:

- a) the excess applicable on the Covered Person's comprehensive insurance to have the vehicle repaired; and/or
- b) the reasonable cost of a hire car or taxi for the Covered Person to undertake direct routine travel to and from the Covered Person's normal residence for the purpose of attending or returning from work or other authorised activities with the Policyholder, if the Covered Person is without their car due to theft or to undertake repairs; up to the amount shown in the Schedule against Carjacking Benefit – Excess & Vehicle Hire.

32. Carjacking Assault Benefit

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person sustains a Bodily Injury as a result of being the victim of a Carjacking Incident, We will pay the Covered Person the amount shown in the Schedule against Carjacking Assault Benefit.

33. Reconstructive or Cosmetic Surgery Benefit

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person sustains a Bodily Injury which directly results in medically-necessary reconstructive or cosmetic surgery, and a benefit being paid under Events 2 to 19, We will pay the Policyholder or Covered Person an additional 10% of the benefit amount payable under Events 2 to 19 in respect of that Bodily Injury, up to the maximum benefit amount shown in the Schedule against Reconstructive or Cosmetic Surgery Benefit,

The Reconstructive or Cosmetic Surgery Benefit will be payable only once in respect of any one (1) Accident, and will be reduced by any amount payable under Events 20 to 24 in respect of the same Accident.

34. Public Transport Ticket Benefit

If during the Period of Insurance and whilst the person is a Covered Person and on a journey aboard public transport, the Covered Person sustains a Bodily Injury which results in a benefit being paid under:

1. Events 2 to 9; or
2. Events 25 or 26 for which a Doctor certifies in writing will continue for a minimum period of twenty-six (26) weeks; and it is certified by a Doctor as preventing the Covered Person from travelling on public transport for which they have pre-paid a ticket for a duration between seven (7) days and three hundred and sixty-five (365) days,

We will pay the Policyholder or Covered Person the amount on the ticket which cannot be used by the Covered Person as a result of the Event, up to the maximum amount shown in the Schedule against Public Transport Ticket Benefit.

General Conditions Applicable to the Policy

1. If a Covered Person suffers a Bodily Injury resulting in any one of Events 2-9, We will not be liable under the Policy for any subsequent Bodily Injury to that Covered Person.
2. Benefits shall not be payable for more than one of Events 1 to 19 in respect of the same Bodily Injury. The Event with the highest Benefit payable will be paid in respect of that Bodily Injury.
3. Benefits shall not be payable for more than one (1) Critical Illness per Covered Person in any one (1) Period of Insurance.
4. Benefits shall not be payable under Part B – Weekly Benefits – Bodily Injury or Part C – Weekly Benefits – Sickness:
 - a) for Events 25, 26, 27 and 28 in excess of the Benefit Period as shown against Part B – Weekly Benefits – Bodily Injury or against Part C – Weekly Benefits – Sickness in the Schedule in respect of any one (1) Bodily Injury or Sickness;
 - b) for Events 25, 26, 27 and 28 during the Excess Period;
 - c) for Events 25, 26, 27 and 28 after the Excess Period, in an amount which exceeds the applicable percentage of Salary as shown in the Schedule against Part B – Weekly Benefits – Bodily Injury or against Part C – Weekly Benefits – Sickness, or the lesser of:
 - i. the maximum Salary shown in the Schedule against Part B – Weekly Benefits – Bodily Injury or against Part C – Weekly Benefits – Sickness, as applicable, or
 - ii. the applicable percentage of the Covered Person's Salary as shown in the Schedule against Part B – Weekly Benefits - Bodily Injury or against Part C - Weekly Benefits - Sickness.

For example, if:

- i. the applicable percentage of Salary is 85%; and
- ii. the maximum Salary shown in the Schedule is \$2,000; and
- iii. the maximum Benefit Period is one hundred and four (104) weeks against Part B – Weekly Benefits – Bodily Injury or against Part C – Weekly Benefits – Sickness; and
- iv. a Covered Person's Salary is \$1,500; and
- v. the weekly benefit is increased by 5% per annum after it has been paid continuously for twelve (12) months,

then that Covered Person's maximum benefit will be limited to 85% of \$1,500 x 104 weeks = \$1,275 for the first 52 weeks and 1,338 for the next 52 weeks = maximum payable benefit of \$135,915

- d) unless the Covered Person, as soon as possible after the happening of any Bodily Injury or the first date of treatment for or advice in relation to any Sickness giving rise to a claim under the Policy, procures and follows proper medical treatment and advice from a Doctor or Dentist. 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;
- e) Where a Covered Person is unemployed and certified by a Doctor as being able to undertake light or partial duties the Covered Person must actively Seek Employment consistent with the opinion of their Doctor, should a Covered Person not actively Seek Employment, benefits shall be reduced to 25%;
- f) for more than one (1) of Events 25 and/or 26 or Events 27 and/or 28 that occur for the same period of time; and
- g) for more than one (1) of the surgical benefits described in Events 20 to 24 and 29 to 32, in respect of any one (1) Bodily Injury or Sickness.

5. The amount of any benefit payable for Temporary Total Disablement and Temporary Partial Disablement will be reduced by the amount of any:
- a) periodic compensation benefits payable under any workers' compensation or accident compensation scheme; and
 - b) sick pay received, or at the discretion of the Policyholder sick leave entitlement, monies paid or payable for the notice period in the event of a redundancy, or any disability entitlement 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 Schedule against Section 1, Part B - Weekly Benefits - Bodily Injury or against Section 1, Part C – Weekly Benefits - Sickness.

For example, if:

- i. the applicable percentage is 75%;
- ii. the maximum Salary shown in the Schedule is \$2,000 for a maximum benefit period of fifty-two (52) weeks against Part B – Weekly Benefits – Bodily Injury or Part C – Weekly Benefits – Sickness;
- iii. a Covered Person's Salary is \$1,500;
- iv. the Covered Person is entitled to benefits of (say) \$500 per week under a compensation scheme described in 4(a) above,

then that Covered Person's maximum benefit will be limited to 75% of \$1,500 = \$1,125 less \$500 = \$625 x 52 weeks = \$32,500.

6. Where, in relation to benefits payable for Events 2, 25, 26, 27 and/or 28, We do not agree with the opinion given by a Doctor, We have the right (at Our own expense) to have the relevant Covered Person examined by a Doctor of Our choice. If the Doctor (authorised by Us) forms an opinion that is contrary to the opinion of the initial Doctor, We will obtain an independent Doctor's opinion which will be the opinion used for the purposes of the definitions of Permanent Total Disablement, Temporary Partial Disablement and Temporary Total Disablement.
7. If as a result of a Bodily Injury or Sickness, benefits become payable under Events 25, 26, 27 or 28 and while the Policy or Renewal Policy is in force, the Covered Person suffers a recurrence of Temporary Total Disablement or Temporary Partial 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 Bodily Injury or Sickness and a new Excess Period will apply.

Where a Bodily Injury requires surgical treatment which cannot be performed within twelve (12) months from the date of that Bodily Injury, provided the Covered Person can demonstrate that such treatment was known as necessary during that twelve (12) month period and a Doctor certifies this, We will treat this twelve (12) month period as a continuation of the first Bodily Injury regardless of whether the Covered Person has been able to return to work for six (6) months, provided surgery does not occur in a period in excess of twenty-four (24) months from the original date of Bodily Injury.

Note, any continuation benefits shall still not exceed the total maximum Benefit Period as shown in the Schedule.

8. Subject to the Guaranteed Payments referred to in Extensions under Part B – Weekly Benefits – Bodily Injury & Part C – Weekly Benefits – Sickness, point 2, We will pay weekly benefits for Events 25, 26, 27 and 28 monthly in arrears. We will pay benefits for a disability which is suffered for a period of less than one (1) week at the rate of one-fifth (1/5th) of the weekly benefit for each day during which disability continues.

9. 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.
10. Payment for Accidental Death benefits relating to Dependent Children under sixteen (16) years can only be paid to one (1) of the persons listed in section 67C of the Life Insurance Act 1908. These people include, but are not limited to, the child's parent(s), guardian(s), or a parent or guardian and the spouse of that parent or guardian jointly.
11. If as a result of Bodily Injury, the Covered Person is entitled to a benefit under Events 25 and/or 26 and subsequently becomes entitled to a benefit under Events 2, 3 or 19, all benefits payable under Events 25 and 26 shall cease from the date of such entitlement. In addition, any weekly benefit amounts paid under Events 25 or 26 for any period greater than fifty-two (52) weeks shall be offset against the benefit amount payable under Events 2, 3 or 19. For example if:
 - i. the sum insured for Event 2 & 3 is \$250,000; and
 - ii. the maximum sum insured for Event 19 is \$187,500; and
 - iii. the sum insured for Event 25 & 26 is up to \$3,000 per week, for a maximum a benefit period of one hundred and four (104) weeks; and
 - iv. the Covered Person has been receiving the maximum benefit for sixty (60) weeks under Event 25 when it is determined that they are entitled to benefit under Event 2; the benefit payable for Event 2 is then calculated as follows:
 - a) total benefit paid for Event 25: (52 weeks x \$3,000 = \$156,000) + (8 weeks x \$3,150 = 25,200) = \$181,200
 - b) amount to be deducted from Event 2 benefit = \$25,200
 - c) amount payable for Event 2 = \$224,800
12. With respect to Part A - Lump Sum Benefits, where the Lump Sum Benefit is Salary linked and the Covered Person is not in receipt of a Salary, the benefit amount shall be limited to the lesser of \$250,000 or fifty percent (50%) of the Lump Sum Benefit shown in the Schedule against their respective category of Covered Person.
13. Should a benefit be payable under the Policy that is also payable under any other insurance policy insured with Us, only one (1) policy can be claimed against (i.e. the policy with the greatest benefit).

General Exclusions Applicable to the Policy

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 loss, damage, liability, Event, Bodily Injury, Sickness or Critical Illness which directly or indirectly:

1. results from a Covered Person:
 - a) flying, or engaging in aerial activities other than as a passenger in an aircraft licensed to carry passengers; or
 - b) training for and/or participating in Professional Sport of any kind.
2. results from any intentional self-injury, suicide, reckless misconduct or any illegal or criminal act committed by the Policyholder or a Covered Person.
3. results from a Covered Person suffering from any stress or psychiatric condition, including but not limited to depression, anxiety, neurosis, psychosis, mental or emotional stress, physical fatigue, mental disease or associated disorders.
4. results from War, Civil War, invasion, act of foreign enemy, rebellion, revolution, insurrection or military or usurped power in New Zealand or a Covered Person's Country of Residence, or any of the

following countries: Afghanistan, Chad, Chechnya, Côte d'Ivoire (Ivory Coast), Democratic Republic of Congo, Iraq, Israel, Somalia or Sudan.

5. are covered by:
- a) the New Zealand Accident Compensation Corporation;
 - b) any workers compensation legislation;
 - c) any transport accident legislation;
 - d) any government sponsored fund, plan or medical benefit scheme; or
 - e) any other insurance policy required to be effected by or under law;

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

6. results from childbirth or pregnancy (except for unexpected medical complications of emergencies arising therefrom).
7. results from a Pre-Existing Medical Condition (except illness or disease resulting directly from medical or surgical treatment rendered necessary by any Bodily Injury).
8. 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

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.

Age Limitations

1. In respect to each Covered Person aged sixty-five (65) years or over at the time of loss, no benefit is payable under Part G – Critical Illness - Lump Sum Benefits.

This will not prejudice any entitlement to claim benefits which has arisen before a Covered Person has attained the age of sixty-five (65) years.

2. In respect to each Covered Person aged seventy-five (75) years or over and under eighty (80) years at the time of loss;
- a) cover under Part A, Events 1 -19 is limited to a maximum of \$100,000 or as otherwise shown in the Schedule, whichever is the lesser; and
 - b) no benefit is payable under Parts B & C, Events 25, 26, 27 or 28 (Weekly Benefits - Bodily Injury and Weekly Benefits - Sickness).

This will not prejudice any entitlement to claim benefits which has arisen before a Covered Person has attained the age of seventy- five (75) years.

3. In respect to each Covered Person aged eighty (80) years or over and under ninety (90) years at the time of loss;
- a) cover under Part A, Events 1 -19 is limited to a maximum of \$50,000 or as otherwise shown in the Schedule, whichever is the lesser; and
 - b) no benefit is payable under Parts B & C, Events 25, 26, 27 or 28 (Weekly Benefits - Bodily Injury and Weekly Benefits - Sickness).

This will not prejudice any entitlement to claim benefits which has arisen before a Covered Person has attained the age of eighty (80) years.

4. In respect to each Covered Person aged ninety (90) years or over at the time of loss;
 - a) cover under Part A, Event 1, (Accidental Death) and Events 3-19 are limited to a maximum of \$25,000; and
 - b) no benefit is payable under Part A, Event 2, (Permanent Total Disablement); and
 - c) no benefit is payable under Parts B & C, Events 25, 26, 27 or 28 (Weekly Benefits - Bodily Injury and Weekly Benefits - Sickness).

This will not prejudice any entitlement to claim benefits which has arisen before a Covered Person has attained the age of ninety (90) years.

5. In respect to each Dependent Child(ren) (if a Covered Person) aged between eighteen (18) and ten (10) years at the time of loss;
 - a) cover under Part A, Event 1, (Accidental Death) is limited to a maximum of \$50,000; and
 - b) cover under Part A, Events 2-19 are limited to a maximum of \$20,000.
6. In respect of Dependent Child(ren) (if a Covered Person) aged ten (10) years or under at the time of loss:
 - a) cover under Part A, Event 1 (Accidental Death) and any other benefit relating to their death is limited to a total of \$2,000 less any other amount permitted to be paid in respect of the same child by another company or by any friendly society; and
 - b) cover under any other benefit not covered in paragraph 5.a. above is limited to a maximum of \$2,000.

Aggregate Limit of Liability

1. Except as stated below, 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 (A).
2. 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 relating directly to a Non Scheduled Flight(s) shall not exceed the amount shown in the Schedule against Aggregate Limit of Liability (B).
3. In the event that claims are made under the Policy which exceed the above Aggregate Limits of Liability, We shall reduce the payments made with respect to each Covered Person in such manner as We may determine. Any determination as to the amount payable in these circumstances shall be made at Our entire discretion and shall not be the subject of any challenge of any kind.
4. Our liability for any one (1) event giving rise to a claim under the Policy with respect to War and/or Civil War shall not exceed the amount shown in the Schedule against Aggregate Limit of Liability (C).
5. Our total liability for all claims arising under the Policy during any one (1) Period of Insurance relating to War and/or Civil War shall not exceed the amount shown in the Schedule against Aggregate Limit of Liability (D).

Assistance and Co-operation

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 Bodily Injury or damage with respect to which insurance is afforded under the Policy. In that regard, the Policyholder and Covered Persons (where relevant) shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Policyholder or Covered Persons shall not, except at the Policyholder's own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

Breach of Conditions

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

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

Claim Offset

Except for Parts A, D, E and G (Lump Sum Benefits), there is no cover under the Policy for any loss, damage, liability, Event, Bodily Injury or Sickness 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

All amounts shown on the Policy are in the currency stated in the Schedule. If expenses are incurred in a currency different to the currency shown in the Schedule, 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

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

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

The Policyholder or Covered Person or any other person entitled to claim under this Policy (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. The Claimant must at their expense give Us such certificates, information and other documentation as We may reasonably require. 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.

Other Insurance

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

Proper Law

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

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

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

Subrogation

If We pay an amount under the Policy, We shall be subrogated to all of the Claimant's rights to recovery against any person or entity other than the Policyholder, Covered Person or other persons covered by this Policy and a Claimant must execute and deliver any instruments and papers and do whatever else is necessary to enable Us to secure such rights. A Claimant must not take action which will prejudice Our rights to subrogation.

We will not be liable for a loss where the Claimant is a party to an agreement that excludes or limits Our rights to recover damages from a third party in respect of that loss, whenever that agreement was made, i.e. before or after the loss occurred. The effect of this provision is that the Claimant may prejudice the Claimant's rights with regard to a claim if the Claimant makes or has made any agreement with a third party that will prevent Us from recovering the loss from that party or another party.



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.

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