

# AIA LIVING - PERSONAL OPTIONAL BENEFIT APPENDIX



## Waiver of Premium Benefit

This *appendix* only applies if cover under *the schedule* for your policy includes the Waiver of Premium Benefit. This *appendix* forms part of and is incorporated into your **AIA Living** policy, the terms of which apply to this *appendix*.

This is a Waiver of Premium Benefit. Details of the benefit and the *life/lives assured* are shown in *the schedule*.

### 1. When will AIA waive the regular premiums payable under this AIA Living policy?

AIA will waive the regular *premiums* payable under this **AIA Living** policy if, in AIA's opinion, at any time during the *waiver of premium term* the *life assured* becomes *totally disabled* and remains so for a continuous period greater than the *waiting period*.

If cover for a *life assured* under another *appendix* of this **AIA Living** policy includes a partial disability benefit, then AIA will waive the regular *premiums* payable under this **AIA Living** policy after the end of the *waiting period* where the partial disability benefit criteria are met for the *life assured* under that other *appendix*.

While AIA is waiving the regular *premiums* payable under this **AIA Living** policy, you may not change the benefits of the policy.

The waiver relates to *premiums* payable under this **AIA Living** policy which fall due for payment after the end of the *waiting period*.

AIA will waive the regular *premiums* payable under this **AIA Living** policy until the occurrence of any one or more of the events set out in Section 5.

### 2. What does *totally disabled* mean?

The definition of *totally disabled* that applies for a *life assured* depends on the *life assured's* occupation class. The occupation class for each *life assured* is shown in *the schedule*. However, if a *life assured* has been on leave without pay for more than 12 months or was *unemployed* for three months or more immediately before becoming *totally disabled*, that *life assured* is automatically classed as occupation class five. For each occupation class, the degree of incapacity which constitutes *total disablement* is as follows:

#### For occupation classes other than occupation class five:

In AIA's opinion, the *life assured* is *totally disabled*, if as a direct result of sickness or injury, he or she is:

- > Under the regular and personal care of a *registered medical practitioner*, and
- > Unable to:
  - perform at least one important income producing duty of the role they were involved in immediately

before the *disablement date* and is not working in that role; or

- engage in the occupation they were involved in immediately before the *disablement date* for more than ten hours per week; and

- > not in fact working or engaged in any other occupation or business.

If a *life assured* has been on leave without pay for 12 months or less, or was *unemployed* for less than three months immediately before becoming *totally disabled*, the references in the above to "immediately before the *disablement date*" are replaced by references to "immediately before going on leave or becoming *unemployed*".

#### For Occupation class five:

In AIA's opinion, the *life assured* is:

- > disabled to such an extent that necessitates confinement to the home under medical supervision or to a recognised medical institution and necessitates receiving regular medical care; or
- > as a result of sickness or injury, he or she is unable to perform at least two of the *activities of daily living* without the assistance of someone else (if the *life assured* can perform an activity on his or her own by using special equipment AIA will treat the *life assured* as being able to perform that activity); and
- > in each case, not working in any gainful occupation or engaged in voluntary work.

### 3. How to make a claim for the Waiver of Premium Benefit

To make a claim, the relevant procedures in the section of your **AIA Living** policy entitled 'How to make a claim' must be followed.

In addition, for a Waiver of Premium Benefit claim, AIA will require:

- > the *life assured* to be examined by a *registered medical practitioner* acceptable to AIA, before accepting liability for a claim; and
- > an AIA claims form completed by the *life assured* and a *registered medical practitioner* (at your expense); and
- > other information which AIA may reasonably request to help assess the claim; and

- > the *life assured* to undergo medical and/or surgical treatment (including any operation or vocational, medical and/or social rehabilitation) at your expense which the *life assured's* registered medical practitioner or a registered medical practitioner approved by AIA considers necessary; and
- > any other information that AIA may deem relevant to the assessment of the claim.

#### 4. Ongoing Claim Requirements

For ongoing claims AIA will require:

- > Completion of a monthly medical certificate by a registered medical practitioner (at your expense) in a form from time to time approved by AIA for the purposes of determining ongoing entitlement to a Waiver of Premium Benefit.
- > Completion of a monthly individual declaration by the *life assured* in a form from time to time approved by AIA, which may include completion of daily activity logs detailing the *life assured's* functional activities for the purposes of determining ongoing entitlement to a Waiver of Premium Benefit.
- > Proof of any remunerated or non-remunerated work completed during the claim period.
- > Any other information that AIA may deem relevant to the ongoing assessment of the claim.

#### 5. When will AIA cease waiving the regular premiums payable under this AIA Living policy?

AIA will cease waiving the regular *premiums* payable under this policy if:

- (a) The *life assured* fails to undergo and complete:
  - > any surgical operation; and/or
  - > any medical rehabilitation; and/or
  - > any social rehabilitation; and/or
  - > any vocational rehabilitation,
 which a registered medical practitioner approved by AIA considers reasonably necessary.
- (b) The *life assured* fails to undertake any medical examinations that AIA requires the *life assured* to have, at our expense.
- (c) The *life assured* fails to comply with the requirements of Section 4 above.
- (d) AIA determines that the *life assured* is no longer *totally disabled*, or a partial disability benefit is no longer payable in respect of the *life assured* under another appendix of this AIA Living policy.
- (e) The *waiver of premium term* expires in relation to the *life assured*.
- (f) The *life assured* or anyone acting on behalf of the *life assured* makes a false or fraudulent statement in

respect of a claim or supports any claim with false evidence.

- (g) The *life assured* is in prison or sentenced to home detention for any reason.
- (h) The *life assured* dies.

If AIA ceases waiving the regular *premiums* payable under this policy in accordance with paragraphs (a), (b) or (c) and the *life assured* subsequently complies with the relevant requirement(s), then:

- > The date that the *life assured* complied with the relevant requirement(s) will, subject to the provisions of this appendix, be treated as the *disablement date* for a new claim.
- > The *waiting period* will be waived for the new claim.
- > AIA will not waive the regular *premiums* payable under this AIA Living policy retrospectively for any period of time before the date that the *life assured* complies with the relevant requirement(s).

#### 6. Exclusions – when AIA won't waive the regular premiums

AIA will not waive the regular *premiums* payable under this AIA Living policy where any of the following directly or indirectly cause or contribute to the disability:

- > The *life assured* deliberately injures himself or herself or attempts to do so.
- > The *life assured* engages in or is part of any conduct that is criminal.
- > Pregnancy of, or childbirth by, the *life assured*, unless the disability lasts for more than 90 days after the end of pregnancy, in which case the *waiting period* will start from the 91<sup>st</sup> day.
- > The *life assured* does not comply with the treatment prescribed by the attending treatment providers.

If the *life assured* is imprisoned or sentenced to home detention for any reason, regular *premiums* will not be waived during the term of imprisonment.

#### 7. Key terms

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

Activities of Daily Living are:

- > Bathing and showering.
- > Dressing and undressing.
- > Eating and drinking.
- > Using a toilet.
- > Moving from place to place by walking, in a wheelchair or with a walking aid.

##### **disablement date**

The date the *life assured* became *totally disabled*.

***totally disabled*** See Section 2 of this *appendix* for the meaning of this key term.  
*Total disablement* has a corresponding meaning

***unemployed*** A person who is not engaged in remunerated work or business activities for 10 hours or more a week.  
  
This definition does not include a person on leave without pay.

***waiting period*** The period stated in *the schedule* for this Waiver of Premium Benefit during which *AIA* will not waive the regular *premiums* payable under this ***AIA Living*** policy.

***waiver of premium term*** The term the *life assured* is covered for the Waiver of Premium Benefit as stated in *the schedule*.

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