

Personal Cover - Accidental Death Benefit

SECTION A - DEFINED TERMS

DEFINED TERMS

In this **Policy** certain words have particular meanings. These words are in **Bold** and the meanings set out below.

Interpretation

Throughout this **Policy** '**We**', '**Our**' '**Us**' or '**AIA New Zealand**' means AIA International Limited - New Zealand Branch, and/or any related and/or authorised companies and agents (including company officers acting in the scope of their authority). '**You**' or '**Your**' means the **Policy Owner(s)**.

Accidental Death

Means death which is the result of external or internal bodily injury caused directly by violent external visible means, not attributable to any other event.

Accelerated Benefit

Means the Trauma Cover or Total Permanent Disability Cover taken out on an accelerated basis with Life Cover as set out in **Your Policy Schedule**. Payment of this **Benefit** will lead to a proportional reduction in the amount of the Life Cover as appropriate.

Benefit(s)

Means the **Benefit** specified in the **Policy Schedule** (and subject to the terms and conditions of this **Policy**).

Child or Children

Any person under the age of twenty-one (21) who is either, the natural or legally adopted son/daughter of, or is under the legal guardianship of, a **Life Assured** or the spouse, **Civil Union** partner or de facto partner of the **Life Assured**.

Civil Union

Means a **Civil Union** as defined in the Civil Union Act 2004.

Close Relative

Means a relative who is the **Life Assured's** spouse, **Civil Union** or de facto partner, mother, father, step mother, step father, brother, sister, step brother, step sister, **Child**, grandfather or grandmother.

Consumer Price Index Increase

Means any increase in the index published by the Statistics Department of New Zealand for "All Groups" as at 30 September each year (or the nearest equivalent index should this index be replaced).

Criminal Act

Means participation in an action that constitutes an offence under the Crimes Act 1961, whether or not that action results in a conviction on indictment or on summary conviction.

Full-Time Care

Means having primary responsibility and actively undertaking, whether shared or alone, the day-to-day care of persons who cannot safely take care of themselves without supervision.

Life Assured

Means the person or people insured for the **Benefit(s)** as listed in **Your Policy Schedule**.

Manifested

Means that symptoms have arisen which cause an ordinarily prudent person to seek diagnosis, care or treatment, or that medical advice or treatment has been recommended by or received from a **Medical Practitioner**.

Marriage

Means a **Marriage** as defined in the Marriage Act 1955.

Medical Practitioner

Shall mean any person approved by **Us** registered with the Medical Council of New Zealand to render medical or surgical services, and who holds an Annual Practising Certificate. For diagnoses made outside New Zealand, this definition covers any appropriately qualified medical professional approved by **Us**. This definition excludes any person who is himself/herself the **Life Assured**, the **Policy Owner**, the spouse, de facto spouse, **Civil Union** partner, lineal relative, or business partner/associate of the **Life Assured** or **Policy Owner**.

Policy

Means this contract of insurance between **You** and **Us**. It includes the following parts:

- **Your** application for insurance; and
- this **Policy** wording; and
- the **Policy Schedule**; and
- any addendum to the **Policy Schedule**; and
- any other written notice that **We** give **You**; and
- any written notice that **You** give **Us**.

Policy Anniversary Date

Means the anniversary of the **Policy Commencement Date**

Policy Commencement Date

Means the commencement date of the **Policy** as specified in **Your Policy Schedule**.

Policy Owner

Means the **Policy Owner** identified in the most recent **Policy Schedule** issued to **You** by **Us**.

Policy Schedule

Means the most recent **Policy Schedule** issued to **You** by **Us**, including any endorsements or special conditions.

Policy Year

Means the twelve (12) month period which starts from the **Policy Commencement Date** and ends on the **First Anniversary Date**. Each subsequent **Policy Year** is from **Policy Anniversary Date** to **Policy Anniversary Date**.

Premium

Means the **Premium** specified in **Your Policy Schedule** or in any subsequent notice issued to **You** by **Us**.

Premium Guarantee Period

Means the period of time specified in **Your Policy Schedule** during which the **Premium Rates** applicable to **Your Policy** are guaranteed not to increase.

Premium Rates

Means the underlying **Premium Rates We** use to calculate **Your Premium** based on factors including the age, health, occupation and circumstances of the **Life Assured**.

Sum Assured

Means the **Sum Assured** for the **Benefit(s)** as set out in **Your Policy Schedule**.

Total Premium

Means the sum of the **Premium** and the policy fee together with any applicable GST as specified in **Your Policy Schedule**.

SECTION B - ACCIDENTAL DEATH BENEFIT FEATURES

JURISDICTION AND CURRENCY 1 The laws of New Zealand apply to this **Policy**. The New Zealand courts have exclusive jurisdiction. All monetary amounts referred to in this **Policy** are expressed and payable in New Zealand dollars and include GST.

RESPONSIBILITY FOR TRUTHFULNESS 2 **A** When **You** apply for insurance with **AIA New Zealand** and when **You** make a claim on the **Policy**, **You** have a legal duty of disclosure to **AIA New Zealand**.

The duty of disclosure means that:

1. All the statements that **You** or any **Life Assured** make to **AIA New Zealand** (both written and oral), including the answers in:
 - a. the application;
 - b. any claim made by **You**; and
 - c. any other communication by **You** or any **Life Assured** with **AIA New Zealand**;must be complete, true and correct.
2. **You** and any **Life Assured** must disclose everything that **You** or any **Life Assured** know, or could reasonably be expected to know, that is relevant to **AIA New Zealand's** decision whether:
 - a. to accept **Your** application for insurance, on what terms **AIA New Zealand** will accept it and how much it will cost; or
 - b. to accept **Your** claim on the **Policy**.
3. This duty of disclosure in relation to **Your** application for insurance continues from the time **You** complete the application until either:
 - a. the **Policy Commencement Date** or the date **AIA New Zealand** accepts **Your** application for insurance, whichever is later; or
 - b. **AIA New Zealand** declines **Your** application for insurance.
4. **You** and any **Life Assured** also have the same duty of disclosure to **AIA New Zealand** throughout the term of the **Policy** whenever **You** or any **Life Assured** communicate with **AIA New Zealand** and whenever **You** extend, vary or reinstate **Your** insurance.

IMPORTANT

If **You** or any **Life Assured** do not comply with **Your** duty of disclosure, **AIA New Zealand** may at its discretion do any or all of the following:

1. Decline any claim that **You** make;
2. Alter the terms of any **Benefits** under the **Policy**;
3. Remove any **Benefits** under the **Policy**;
4. Void **Your Policy** from the **Policy Commencement Date**;
5. Retain all **Premiums**, policy fees and recover any **Benefits** paid;
6. Terminate this **Policy**.

If You are not sure whether You are required to disclose a particular fact, please ask AIA New Zealand or Your insurance adviser.

- B** If the age of the **Life Assured** was misstated in the application, the amount payable under this **Policy** will be adjusted to the amount that the **Premiums** would have purchased if the correct age had been disclosed.

PREMIUM RATES	3	<p>No increase in Premium Rates will apply to this Policy as a result of change in the health, occupation or circumstances of the Life Assured except as provided for in Clause 4 "Occupation Change" below. However, We have the right to review at any time and from time to time the Premium Rates and handling fees applicable to this Policy and to apply the reviewed rates and fees to this Policy.</p>
OCCUPATION CHANGE	4	<p>In the event of the Life Assured changing occupation to any of the following, then the Life Assured shall notify Us, and We may decline future cover or increase future Premiums. In the event of Accidental Death (as defined in Clause 13 "Benefit Payment" below) arising from such occupation, if We have not received notification then We may decline the claim. The occupations requiring notifications are:</p> <ul style="list-style-type: none"> • Demolition Workers • Telephone and Telegraph Workers • Electrical Power Workers • Involvement in Explosives and Munitions.
PREMIUM PAYMENTS	5	<p>With Our agreement the annual Total Premium may be paid by equal fortnightly, monthly, quarterly or half-yearly instalments but with such handling fees as We shall determine from time to time. We may cancel this arrangement at any time in respect of future Total Premiums.</p> <p>The Policy Owner may apply to Us to change the Premium or Benefits attributable to this Policy. Subsequent to this, We may change the Premium and/or alter any Benefits under this Policy in accordance with this instruction.</p>
POLICY FEE	6	<p>We will charge You a policy fee, which forms part of Your Total Premium. The policy fee is used to pay the ongoing administration costs of this Policy. The policy fee is specified in Your Policy Schedule. We may change this policy fee from time to time. If this occurs any such change will be notified to You in writing.</p>
PERIOD OF ASSURANCE	7	<p>The term of this Policy and the period of assurance covered by each annual Total Premium, or instalment of annual Total Premium, terminates on the due date of the next annual Total Premium or instalment. A thirty (30) day grace period is allowed after the due date for payment of each Total Premium.</p> <p>This Policy will automatically terminate if the Total Premium is not paid before the expiration of the grace period. In such an instance this Policy can be reinstated subject to:</p> <ul style="list-style-type: none"> • Our consent; and • such evidence of continued good health of the Life Assured as We may require; and • the payment of all Total Premiums in arrears together with such interest thereon as We may decide. <p>We may vary your Benefits, charge additional Premiums or not allow You to reinstate the Policy if the health, occupation, financial position or pastimes of the Life Assured have changed.</p>

TERMINATION	8	<p>Unless previously terminated, this Policy shall terminate on the earliest of:</p> <p>A The anniversary of the Policy Commencement Date following the Life Assured attaining age sixty-four (64).</p> <p>B Payment of the Accidental Death Benefit.</p> <p>C Written notification of cancellation from You to Us at any time.</p> <p>D Non-payment of Total Premium as set out in Clause 7 "Period of Assurance" above.</p> <p>E The death of the Life Assured.</p>
FORFEITURE OF PREMIUMS	9	<p>If this Policy is avoided or is terminated under any of the terms and conditions of this Policy, all Total Premiums paid shall be absolutely forfeited to Us.</p>
WORLDWIDE COVER	10	<p>Cover under this Policy applies twenty-four (24) hours a day, anywhere in the world. If you are overseas during the period of a claim, Benefits will be paid in New Zealand currency.</p>
ENTIRE CONTRACT	11	<p>This Policy is the entire contract of insurance between You and AIA New Zealand. It comprises the following parts:</p> <p>Your application for insurance; and</p> <ul style="list-style-type: none"> • this Policy wording; and • the Policy Schedule; and • any other written notice that AIA New Zealand gives You; and • any written notice that You give Us.
TAX CHANGES	12	<p>In the event of any changes in taxation after the Policy Commencement Date which affects the Benefits or Our liability, We may make such amendments or modifications to the Premium and Benefits and this Policy as We consider appropriate.</p>
GENERAL	13	<p>A This Policy does not participate in bonus distributions or acquire a cash surrender, loan or maturity value.</p> <p>B Where this Policy refers to an Act of Parliament, this includes any Regulations made under it. It also includes any Act or Regulations enacted in substitution.</p> <p>C Your life insurance Policy is part of the AIA New Zealand Statutory Fund, effective 1st September 2013. This is a requirement under the Insurance (Prudential Supervision) Act 2010, for policyholder protection.</p>
BENEFIT PAYMENT	14	<p>We will pay an Accidental Death Benefit on the Life Assured where death occurs from an injury caused by violent, accidental, external and visible means within ninety (90) days after the date on which the injury happened. Death must occur before the Life Assured turns age sixty-five (65). The sole cause of death must be the accidental injury. The amount of Benefit payable on the Accidental Death of the Life Assured is shown in the Policy Schedule.</p>
COUNSELLING BENEFIT	15	<p>Upon payment of the Accidental Death Benefit and after referral by a Registered Medical Specialist, We will reimburse up to \$2,500 to cover the cost of a Psychiatrist or Psychologist consultation and/or counselling for a Close Relative of the Life Assured where the support treatments and/or consultations directly relate to the claim, subject to the following conditions:</p> <ul style="list-style-type: none"> • You must pay for the consultation and/or counselling within three (3) months following AIA New Zealand paying the Accidental Death Benefit claim; and

- **You** must provide **Us** with a receipt for the consultation and/or counselling **You** are claiming.

Only one (1) Counselling **Benefit** payment per **Life Assured** will be made regardless of the number of additional **Policies** held with **Us**. This is in addition to the **Sum Assured**.

SUSPENSION OF PREMIUM BENEFIT

- 16** **You** can apply for a Suspension of Premium **Benefit** for a period of up to twelve (12) months. The request must be made in writing by **You** to **Us** and accepted by **Us**. At the end of **Your** requested suspension period cover will recommence, and **Premium** payments must resume.

Valid reasons for the Suspension of Premium **Benefit** are listed below:

- Employer approved leave without pay;
- Overseas travel;
- Employer approved parental leave;
- Tertiary Education;
- Unemployment or Redundancy;
- Reduction in pay of at least 20% (comparing the most recent payslip against a previous payslip from the same year);
- If self-employed, reduction in revenue of at least 30% (by comparing one month's revenue against the same month for the previous year); or
- Any other event **AIA New Zealand** agrees to, at its sole discretion.

Whilst this **Benefit** is in force no claim is payable by **Us** to **You** under this **Policy**. When **Premium** payments resume, no claim will be considered in respect of any claim event that first meets the criteria for an eligible claim during the period of **Premium** suspension.

EXCLUSIONS

- 17** **We** will not pay any **Benefit** where the death, or the injury which resulted in death, was directly or indirectly caused or contributed to by, or directly or indirectly arose from the **Life Assured**:
- deliberately injuring himself or herself or attempting to do so
 - participating in any **Criminal Act**
 - being under the influence of alcohol or drugs except where the drugs were prescribed by and were being used in accordance with the directions of a registered **Medical Practitioner**
 - flying or being in any aerial device other than as a fare-paying passenger
 - whilst participating in motor sport or racing, scuba diving, mountaineering or other such hazardous pursuits, unless notified to and confirmed by **Us** as covered under this **Policy**

FREE LOOK PERIOD

- 18** To enable **You** to consider the **Policy** in detail **You** will have a free look period of fourteen (14) days after **You** receive **Your Policy** document. During this period, if **You** decide that the **Policy** does not suit **Your** needs then **You** may return it to **Us** and receive a full refund of all **Total Premiums** paid and the **Policy** will be cancelled.

NOTICES

- 19** Should **You** write to **Us** about this **Policy**, **You** must send the letter to **Our** head office in New Zealand as notified by **Us** to **You** from time to time.

The postal address of **AIA New Zealand's** head office is:

AIA New Zealand
Private Bag 300981
Albany
AUCKLAND CITY 0752

The street address of **AIA New Zealand's** head office is:

AIA New Zealand
Level 15, 5-7 Byron Avenue
Takapuna
AUCKLAND CITY 0740

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