

Personal Cover - Total and Permanent Disability

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/or agents (including company officers acting in the scope of their authority). '**You**' or '**Your**' means the **Policy Owner(s)**.

Accelerated Benefit

Means the Trauma Cover or Total and 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.

Adoption

Means **Adoption** as defined in the Adoption Act 1955.

Benefit(s)

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

Civil Union

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

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).

Diagnosis & Diagnosed

Means the first definitive **Diagnosis** made in writing by a **Medical Practitioner**, based upon such specific evidence or, in the absence of such specific evidence, based upon radiological, clinical, histological or laboratory evidence acceptable to **Us**. In the event of any doubt regarding the appropriateness or correctness of the **Diagnosis**, **We** shall have the right to call for an examination at **Our** expense, of either the **Life Assured** or the evidence used in arriving at such **Diagnosis**, by an independent acknowledged expert in the field of medicine concerned, selected by **Us** and the opinion of such expert as to such **Diagnosis** shall be binding on **You**, the **Life Assured** and **Us**.

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 **Life Assured** or **Lives Assured** 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

Means any person approved by **Us** and registered with the Medical Council of New Zealand to render medical or surgical services, who holds an Annual Practising Certificate. For a **Diagnosis** 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. Assuming **Your** cover doesn't change, **Your Premiums** will remain the same for each renewal period as specified in **Your Policy Schedule**.

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 policy fee together with any applicable GST as specified in **Your Policy Schedule**.

SECTION B - TOTAL AND PERMANENT DISABILITY 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. However, We have the right to review at any time and from time to time the Premium Rates and handling fees applicable to all Total and Permanent Disability policies and to apply the reviewed rates and fees to this Policy at the commencement of the next Premium Guarantee Period.</p>
PREMIUM PAYMENTS	4	<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>You 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	5	<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	6	<p>The term of this Policy and the period of assurance covered by each annual Total Premium, or instalment of annual Total Premium, terminate 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	7	<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-five (65) or age seventy (70) depending on the age specified in the Policy Schedule.</p> <p>B Payment of the Total and Permanent Disability 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 6 "Period of Assurance" above.</p> <p>E Death of the Life Assured.</p>

CLAIMS	8	Written notice of a claim must be given to Us within ninety (90) days after becoming eligible in accordance with the definitions of Total and Permanent Disability Benefit Definitions under Section D “Total and Permanent Disability Benefit Definitions ”.
PROOF OF DISABLEMENT	9	<p>Written proof of a Total and Permanent Disability claim must be furnished to Us within ninety (90) days after becoming eligible in accordance with the definitions of Total and Permanent Disability under Section D “Total and Permanent Disability Benefit Definitions”.</p> <p>Any expense incurred in providing due proof of a claim shall be borne by the Life Assured. We have the right and opportunity to call for an examination of the Life Assured at Our expense when and as often as We may reasonably require during the assessment of a claim.</p>
FORFEITURE OF PREMIUMS	10	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 .
WORLDWIDE COVER	11	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.
ENTIRE CONTRACT	12	<p>This Policy is the entire contract of insurance between You and AIA New Zealand. It comprises the following parts:</p> <ul style="list-style-type: none"> • Your application for insurance; and • 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	13	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.
TOTAL AND PERMANENT DISABILITY BENEFIT PAYABLE WHERE MORE THAN ONE (1) LIFE ASSURED	14	If there is more than one (1) Life Assured shown in the Policy Schedule , We will pay the Total and Permanent Disability Benefit for each Life Assured . The amount of the Benefit payable on the Total and Permanent Disability of a Life Assured will be the Sum Assured for that person. This Benefit will end when all Lives Assured have suffered a Total and Permanent Disability , and to the extent a Total and Permanent Disability Benefit is payable in respect to each of them, that Benefit has been paid.
GENERAL	15	<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 1 September 2013. This is a requirement under the Insurance (Prudential Supervision) Act 2010, for policyholder protection.</p>

FREE LOOK PERIOD **16** 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 **17** 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 0752

The street address of **AIA New Zealand's** head office is:
AIA New Zealand
Level 15
5-7 Byron Avenue
Takapuna
AUCKLAND 0622

SECTION C - TOTAL AND PERMANENT DISABILITY BENEFITS

BENEFIT	1	<p>If the Life Assured suffers a Total and Permanent Disability Benefit (as defined below in Section D “Total and Permanent Disability Benefit Definitions”) while this Policy is in force, We will pay You the Total and Permanent Disability Benefit shown on the Policy Schedule provided:</p> <p>A The Total and Permanent Disability Benefit Total Premium has been paid.</p> <p>B The Benefit waiting period shown on the Policy Schedule has elapsed.</p> <p>If the Policy Schedule shows You have selected a one (1) or five (5) year Benefit waiting period and if the Life Assured suffers a Total and Permanent Disability (as defined below in Section D “Total and Permanent Disability Benefit Definitions”) while this Policy is in force, We will pay You the Total and Permanent Disability Benefit shown on the Policy Schedule as set out below:</p> <ol style="list-style-type: none">1. 10% of the Sum Assured or a maximum amount of \$10,000 (whichever is the lesser). The Sum Assured will then decrease by the amount paid.2. The remaining Sum Assured will be paid after the nominated deferrable benefit option wait period, as shown in the Policy Schedule, if the Life Assured continues to suffer a Total and Permanent Disability (as defined below in Section D “Total and Permanent Disability Benefit Definitions”) while this Policy is in force provided the Total and Permanent Disability Benefit Total Premium has been paid. <p>The maximum Total and Permanent Disability Benefit that we will pay per Life Assured is \$5,000,000 irrespective of the number of Policies held.</p>
PREMIUM	2	<p>The annual Total Premium (or instalment) is payable for the entire duration of the Benefit.</p> <p>If the Policy Schedule shows You have selected a Level Premium option for the first three (3) years from the Policy Commencement Date, We will guarantee not to increase Your Premium Rates.</p> <p>After the three (3) year Premium Guarantee Period ends, Your Policy may be subject to any increase in AIA New Zealand’s underlying Premium Rates.</p> <p>At the end of the selected Level Premium period the Premium will be recalculated based on the age of the Life Assured.</p> <p>Subsequent Level Premiums will be recalculated at each Policy Anniversary Date based on the age of the Life Assured.</p> <p>Or</p> <p>If the Policy Schedule shows that you have selected a one (1) Year Premium Step option, Your Total and Permanent Disability Benefit Premium specified in the Policy Schedule will be recalculated at the expiration of the initial and subsequent Premium Guarantee Periods, based on the age next birthday of the Life Assured.</p>

INFLATION ADJUSTED BENEFIT OPTION	3	<p>If the Policy Schedule shows You have selected the Inflation Adjusted Benefit option, the Total and Permanent Disability Benefit will increase on each anniversary of the Policy Commencement Date by an amount equal to the Consumer Price Index Increase for the year ended 30 September for which figures are available at the date the Sum Assured is to be increased. You may decline any Consumer Price Index Increase.</p> <p>This option expires upon termination of the Policy in accordance with Clause 7 "Termination", Section B above. This option will cease once the maximum total Sum Assured of \$5,000,000 has been reached.</p>
LEVEL BENEFIT OPTION	4	<p>If the Policy Schedule shows that You have selected the Level Benefit option, the Total and Permanent Disability Benefit will remain at the amount specified on the Policy Schedule.</p>
LEVEL INDEXED BENEFIT OPTION	5	<p>If the Policy Schedule shows that You have selected the Level Indexed Benefit option, the Total and Permanent Disability Benefit will increase on each anniversary of the Policy Commencement Date by the percentage amount shown on the Policy Schedule.</p> <p>This option expires upon termination of the Policy in accordance with Clause 7 "Termination", Section B above. This option will cease once the maximum total Sum Assured of \$5,000,000 has been reached.</p>
RENEWAL	6	<p>The Total and Permanent Disability Benefit may be renewed up to the anniversary of the Policy Commencement Date following the Life Assured attaining age sixty-five (65) or age seventy (70) depending on the age specified in the Policy Schedule.</p>
PAYMENT OF STANDALONE BENEFIT	7	<p>If the Policy Schedule shows that You have selected a Standalone Benefit, this Benefit will be cancelled when We make payment of the Total and Permanent Disability Benefit.</p>
PAYMENT OF ACCELERATED BENEFIT	8	<p>If the Policy Schedule shows that you have selected an Accelerated Benefit Your, Life Cover Benefit will be reduced by the amount of the Accelerated Benefit paid. Any other Accelerated Benefit on Your Policy Schedule will be reduced to the new Life Cover Benefit. If, as a result of the payment of the Accelerated Benefit, the Life Cover Benefit is reduced to nil the Life Cover Benefit and any remaining Accelerated Benefits on Your Policy Schedule will be terminated.</p>
BUYBACK LIFE COVER OPTION	9	<p>If the Policy Schedule shows that You have selected the Buyback Life Cover option, on the anniversary of the payment of a Total and Permanent Disability claim, You may effect Life Cover with Us under a policy or policies, without needing to provide evidence of health of the Life Assured, for a sum not exceeding the claim amount paid under the Total and Permanent Disability Benefit. The Life Cover will be based on the age of the Life Assured and Our Premium Rates at the time, and will be subject to any loadings or restrictions (if any) which apply to this Policy. The Life Cover will not be eligible for the Inflation Adjusted Benefit option, Special Events Increase option or the Level Indexed Benefit Option.</p>

The option must be exercised within sixty (60) days of the anniversary of the payment of the **Total and Permanent Disability** claim, failing which, the option to effect such covers on that anniversary shall lapse.

In order to exercise this option, the **Policy Owner(s)** must make the request in writing to **Us**.

**PARTIAL
DISABILITY
BENEFIT**

10

We will pay a **Partial Disability Benefit** if the **Life Assured** is **Partially Disabled** (as defined in Clause 2 under Section D below).

The amount payable will be the lesser of 25% of the **Sum Assured** or \$100,000. When a payment is made under this **Partial Disability Benefit** the **Sum Assured** will be reduced by an equal amount.

**SPECIAL EVENTS
INCREASE**

11

You may at any time prior to the **Life Assured** reaching age sixty-five (65) increase the **Sum Assured** for the **Total and Permanent Disability Benefit** under this **Policy** on the occurrence of any of the **Special Events (A-J)** listed below without further evidence of health. Requests for increases must be made within twelve (12) months of a **Special Event** except where the request relates to a mortgage covering a residential investment property which must be made within ninety (90) days of taking out the **Mortgage**. **You** can make more than one **Special Events** increase during each **Policy Year**. **You** may increase the **Sum Assured** more than once in respect of each **Special Event (A-J)** listed below during the term of the **Policy**. Evidence will need to be provided as specified below, together with any further evidence that **We** may request.

A **Special Events** increase is NOT available if the **Life Assured**

- a. Has been accepted under the **Trauma or Total and Permanent Disability Cover Benefit** on special terms and/or with additional exclusions and/or with a **Premium** loading; and/or
- b. Has made a claim or is eligible to claim under any **Total and Permanent Disability Cover, Trauma Cover** and/or **Life Cover Policy** with **AIA New Zealand**. For the sake of clarity this includes any claim currently under assessment.

The increase in respect of each **Special Event** is up to of 50% of the original **Sum Assured** up to a maximum of \$300,000. The minimum increase in respect of each **Special Event** is 10% of the original **Sum Assured**.

The **Premium** for the increased cover will be based on the age of the **Life Assured** and **Our Premium Rates** at the time the option is exercised.

In the event of the increase being for a salary increase for the **Life Assured**, the amount of increase will be restricted to the lesser of:

1. \$300,000; or
2. 50% of the original **Sum Assured**; or
3. Five (5) times the increase in wage or salary on an annualised basis.

In the event of the increase being for a mortgage, the amount of increase will be restricted to the lesser of:

1. \$300,000; or
2. 50% of the original **Sum Assured**; or
3. The mortgage amount or increase in mortgage amount.

The total increase in the **Sum Assured** in respect of the aggregate of all Special Events is limited to \$600,000 across all policies for each **Life Assured**.

Special Events

- A MARRIAGE or CIVIL UNION of the Life Assured**
A copy of the Marriage Certificate or Copy of Particulars of Civil Union must be provided to **Us** confirming the date of **Marriage** or **Civil Union**.
- B DIVORCE or LEGAL SEPARATION of the Life Assured**
A copy of the Dissolution Order or Separation Order must be provided to **Us** confirming the date of the **Divorce** or **Legal Separation**.
- C BIRTH of a child of the Life Assured**
A copy of the Birth Certificate showing the relationship to the **Life Assured** must be provided to **Us**.
- D ADOPTION by the Life Assured**
A copy of the **Adoption** papers showing the relationship to the **Life Assured** must be provided to **Us**.
- E SALARY INCREASE for the Life Assured**
Evidence of the increase in wage or salary of the **Life Assured** must be provided in a form that is acceptable to **Us**. This option is not available if the **Life Assured** is a controlling director, self-employed or if the **Life Assured** can control their level of wage or salary.
- F TAKING FULL-TIME CARE OF A DEPENDANT of the Life Assured**
The **Life Assured** becoming responsible for the **Full-Time Care** of a relative who is the mother, father, brother, sister, son, daughter, grandfather or grandmother of the **Life Assured**. Evidence must be provided that is acceptable to **Us**.
- G TERTIARY EDUCATION of a child of the Life Assured**
The commencement of a first course of full-time tertiary education by a child of the **Life Assured**. The course must commence within three (3) years of the child leaving secondary education, and must be of at least twelve (12) months duration. The course must directly lead to a qualification that is approved by the New Zealand Ministry of Education, and must take place at a tertiary education institution approved by the New Zealand Ministry of Education within New Zealand. Supporting evidence must be provided that is acceptable to **Us**.
- H MORTGAGE**
The taking out or increasing of a mortgage for the purchase of or making extensions to a residential property or residential investment property to be owned by the **Life Assured**, or child of the **Life Assured** where the **Life Assured** is acting as a guarantor for the mortgage. A copy of the appropriate mortgage documentation must be provided to **Us**.
- I CHILD OF THE LIFE ASSURED STARTING SECONDARY EDUCATION**
The commencement of secondary school for the first time by a child of the **Life Assured**. A copy of the child's birth certificate and enrolment form must be provided to **Us**.

J DEATH OF SPOUSE OR PARTNER

Death of spouse or partner of the **Life Assured**, as defined in the Property (Relationships) Act 1976. A copy of the death certificate for the **Life Assured's** spouse or partner must be provided to **Us**.

FUNERAL BENEFIT	12	We will pay You a Funeral Benefit of \$15,000 if the Life Assured dies during the term of this Policy and no Total and Permanent Disability Benefit is payable. Payment shall not be made if the death was a result of suicide whether the Life Assured was sane or insane, within thirteen (13) months from the Policy Commencement Date or date of the last reinstatement or increase (other than Consumer Price Index Increases) of this Policy . A Funeral Benefit shall not be made if the Policy Schedule shows that you have selected an Accelerated Benefit .
ASSISTANCE BENEFIT	13	Upon receiving written notification acceptable to Us an additional Assistance Benefit of \$7,500 may be payable to cover costs of purchasing specialist equipment or completing home alterations which are necessary as a result of a Total and Permanent Disability Benefit being payable. AIA New Zealand shall be entitled to arrange for an appropriately qualified health professional to assess any recommendation for specialist equipment or home alteration.
GUARANTEED PASS BACK OF BENEFIT ENHANCEMENTS	14	<p>If We make future enhancements to our Policy wordings that do not result in a Premium increase, We will pass back the enhanced benefit, feature and/or condition automatically to You.</p> <p>The enhanced benefit, feature and/or condition will only apply to claimable events which occur after the date We pass back the enhanced benefit, feature and/or condition to You.</p> <p>Any underwriting exclusion or special terms that apply to this Policy will not be altered by any enhanced benefit, feature and/or condition.</p> <p>This Benefit is to ensure that You will not be disadvantaged as a result of the enhanced benefit, feature and/or condition. If You are inadvertently disadvantaged in anyway then the previous Policy wording will apply.</p>
SUSPENSION OF PREMIUM BENEFIT	15	<p>You can apply for a Suspension of Premium Benefit. The request must be made in writing by You to Us and, if accepted by Us, will end on Premium payments resuming or six (6) months has elapsed (whichever is sooner). Valid reasons for the Suspension of Premium Benefit are listed below:</p> <ul style="list-style-type: none">• Employer approved leave without pay; or• Overseas travel; or• Employer approved parental leave; or• Tertiary Education; or• Redundancy; or• Any other event AIA New Zealand agrees to, at its sole discretion. <p>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 events, symptoms or conditions which first Manifested itself during the period of Premium suspension regardless of whether any medical advice was sought and/or whether a condition was Diagnosed or not.</p>

**WAIVER OF
THREE (3) MONTH
ABSENCE FROM
EMPLOYMENT**

16

We will, at **Our** discretion, waive the requirement for the **Life Assured** to be absent from his or her pre-disability employment for three (3) consecutive months when assessing a **Total and Permanent Disability Benefit** claim if:

- A** The **Life Assured** in **Our** sole opinion has met all other requirements for payment of a **Total and Permanent Disability Benefit**; and
- B** **We** expect the **Life Assured** to survive beyond three months after the **Life Assured** ceased work as a result of the disease, illness or injury.

In exercising this discretion, **We** will consider if the disease, illness, or injury of the **Life Assured** enables an assessment to be made immediately in respect of whether the **Life Assured** has met all other requirements for the payment of the **Total and Permanent Disability Benefit**.

**FINANCIAL
PLANNING AND
LEGAL BENEFIT**

17

Upon payment of a full **Total and Permanent Disability Benefit**, **We** will pay an additional lump sum of \$1,000 to the **Policy Owner** for the purposes of seeking financial planning and/or legal advice. Only one (1) Financial Planning and Legal **Benefit** payment per **Life Assured** will be made regardless of the number of additional **Policies** held with **Us**.

**CONVERSION
OPTION**

18

You may at any time prior to the **Life Assured** reaching age sixty (60):

- A** Convert all or part of the **Total and Permanent Disability Cover Benefit** from the **Premium** specified in **Your Policy Schedule** to a Level **Premium** structure. The **Total and Permanent Disability Cover Benefit** under this **Policy** will be reduced by the amount of insurance so converted; or
- B** Convert a Level **Premium** term to a further Level **Premium** term, of which duration may be the same or less than current Level **Premium** term.

We will not require **You** or the **Life Assured** to produce further medical evidence at the time of conversion. The terms and conditions of the new **Policy** will be those which are then offered by **Us** to the general public. **Premiums** will be calculated on the current age of the **Life Assured**. Any **Premium** loading(s) and/or exclusion(s) that applied under **Your Total and Permanent Disability Cover Benefit** will apply to **Your new Total and Permanent Disability Cover Benefit**.

EXCLUSIONS

19

The **Total and Permanent Disability Benefit** will not be paid if the **Total and Permanent Disability** directly or indirectly was caused by or resulted from self-inflicted injury, whether the **Life Assured** is sane or insane.

SECTION D - TOTAL AND PERMANENT DISABILITY BENEFIT DEFINITIONS

TOTAL AND PERMANENT DISABILITY UP TO AND INCLUDING AGE 65 FOR SUMS ASSURED UP TO \$3,000,000 MEANS

1 A If the **Policy Schedule** shows **You** have selected the “any occupation” option the definition is:

The **Life Assured** being absent from his or her immediate pre-disability **Employment** as a result of injury or illness for a period of three (3) consecutive months and is so disabled that in **Our** opinion, after consideration of medical evidence satisfactory to **Us**, he or she is unlikely ever to engage in work in any occupation for reward that he or she is reasonably qualified by education, training or experience which would remunerate at a rate greater than 25% of his or her earnings over the last twelve (12) consecutive months period of employment.

Or

B If the **Policy Schedule** shows you have selected the “own occupation” option the definition is: -

The **Life Assured** being absent from his or her immediate pre-disability **Employment** as a result of injury or illness for a period of three (3) consecutive months and is so disabled that in **Our** opinion, after consideration of medical evidence satisfactory to **Us**, is unlikely to ever resume work in or ever attend to his or her **Usual Occupation**.

Or

C The **Life Assured** being totally and irreversibly unable to perform at least two (2) of the five (5) **Activities of Daily Living** (as defined below) as a result of a disease, illness or injury, without the standby assistance of another person.

Activities Of Daily Living

- i) **BATHING** - The inability to wash oneself either in the bath or shower or by a sponge bath. The **Life Assured** will be considered to be able to bathe even if the above tasks can only be performed by using equipment or adaptive devices.
- ii) **DRESSING** - The inability to put on and take off all garments and medically necessary braces or artificial limbs usually worn, and to fasten and unfasten them. The **Life Assured** will be considered able to dress even if the above tasks can only be performed by using modified clothing or adaptive devices such as tape fasteners or zipper pulls.
- iii) **TOILETING** - The inability to get to and from and on and off the toilet, to maintain a reasonable level of personal hygiene, and to care for clothing. The **Life Assured** will be considered able to toilet even if it involves the use and ability to empty a colostomy bag, and/or catheter, or an alternative means of bowel or urine elimination device, or use a commode, bedpan or urinal, and able to empty and clean it without the standby assistance of another person.
- iv) **MOBILITY** - The inability to move from place to place. The **Life Assured** will be considered able to move even if it requires the use of equipment including but not limited to canes, quad canes, walkers, crutches, wheelchairs, including mechanical or motorised devices.
- v) **EATING** - The inability to get nourishment into the body by any means once it has been prepared and made available.

Or

D COGNITIVE IMPAIRMENT

The permanent loss of cognitive function due to a permanent, irreversible injury or illness of the brain including at least two (2) or more of the following permanent impairments:

- disorientation in time and place
- **Mini-mental** score of less than twenty (20) out of thirty (30)
- or equivalent test
- requires assistance with two (2) or more **Activities of Daily Living** defined above.

Or

E The entire and irrecoverable loss of the sight of both eyes.

Or

F The complete, total and irrecoverable functional loss, as supported by medical evidence, of:

- both hands; or
- both feet; or
- one hand and one foot.

Or

G Where the **Life Assured's** sole and fulltime occupation or work, whether paid or not, is the '**Normal Domestic Duties**' of his/her own household/residence, the **Life Assured**, solely as a result of injury or illness:

a. being unable to:

1. perform **Normal Domestic Duties**; and
2. leave home unaided; and
3. engage in any form of employment;

for an uninterrupted period of at least three (3) consecutive months during which time the **Life Assured** must have been attending a **Medical Practitioner** and have undergone all reasonable and usual treatment including rehabilitation for the injury or illness;

AND

b. In **Our** opinion, at the end of the period of three (3) months, (after consideration of all the medical evidence and such other evidence as **We** may require) the **Life Assured** has become incapacitated to such an extent as to render him/her likely to require ongoing medical care and being totally and irreversibly unable to ever again:

1. perform **Normal Domestic Duties**, leave home unaided and engage in any form of employment; or
2. perform at least two (2) of the five (5) **Activities of Daily Living** listed above.

'Normal Domestic Duties' means engaging in, completing and having the sole responsibility for, four (4) of the following activities for the household/residence:

- Cleaning the house/residence
- Shopping for food and household items
- Meal preparation
- Laundry services
- Caring for a child or dependant (if applicable).

**PARTIAL
DISABILITY**

- 2
- A** The entire and irrecoverable loss of the sight in one (1) eye; or
B The complete and permanent loss of use of one (1) limb (limb being whole hand or whole foot).

The **Partial Disability** must be supported by an appropriate **Diagnosis** from a **Medical Practitioner** and evidence acceptable to **Us**.

**EMPLOYMENT
AND/OR USUAL
OCCUPATION**

- 3
- The occupation, business or **Employment** which the **Life Assured** was engaged in immediately before the injury or illness, and from which he or she was remunerated.

MINI-MENTAL

- 4
- The **Mini-mental** (MMSE) is a brief, quantitative measure of cognitive status in adults. It can be used to screen for cognitive impairment, to estimate the severity of cognitive impairment at a given point in time, to follow the course of cognitive changes in an individual over time, and to document an individual's response to treatment.

**TOTAL AND
PERMANENT
DISABILITY UP TO
AND INCLUDING
AGE 65 FOR SUMS
ASSURED
\$3,000,001 -
\$5,000,000 MEANS**

- 5
- A** The **Life Assured** being totally and irreversibly unable to perform at least two (2) of the five (5) **Activities of Daily Living** (as defined below) as a result of a disease, illness or injury, without the standby assistance of another person.

Activities Of Daily Living

1. **BATHING** - The inability to wash oneself either in the bath or shower or by a sponge bath. The **Life Assured** will be considered to be able to bathe even if the above tasks can only be performed by using equipment or adaptive devices.
2. **DRESSING** - The inability to put on and take off all garments and medically necessary braces or artificial limbs usually worn, and to fasten and unfasten them. The **Life Assured** will be considered able to dress even if the above tasks can only be performed by using modified clothing or adaptive devices such as tape fasteners or zipper pulls.
3. **TOILETING** - The inability to get to and from and on and off the toilet, to maintain a reasonable level of personal hygiene, and to care for clothing. The **Life Assured** will be considered able to toilet even if it involves the use and ability to empty a colostomy bag, and/or catheter, or an alternative means of bowel or urine elimination device, or use a commode, bedpan or urinal, and able to empty and clean it without the standby assistance of another person.
4. **MOBILITY** - The inability to move from place to place. The **Life Assured** will be considered able to move even if it requires the use of equipment including but not limited to canes, quad canes, walkers, crutches, wheelchairs, including mechanical or motorised devices.
5. **EATING** - The inability to get nourishment into the body by any means once it has been prepared and made available.

Or

B COGNITIVE IMPAIRMENT

The permanent loss of cognitive function due to a permanent, irreversible injury or illness of the brain including at least two (2) or more of the following permanent impairments:

- disorientation in time and place
- **Mini-mental** score of less than twenty (20) out of thirty (30) or equivalent test

- requires assistance with two (2) or more **Activities of Daily Living** defined above;

Or

C The entire and irrecoverable loss of the sight of both eyes;

Or

D The complete, total and irrecoverable functional loss, as supported by medical evidence, of:

- both hands; or
- both feet; or
- one hand and one foot.

TOTAL AND PERMANENT DISABILITY AGES 66 – 70 FOR SUMS ASSURED UP TO \$5,000,000 MEANS

6 If the **Policy Schedule** shows **You** have selected the to age seventy (70) option the following definition will apply between the ages sixty-six (66) and seventy (70) irrespective of the occupation definition that is shown in the **Policy Schedule**.

A The **Life Assured** being totally and irreversibly unable to perform at least two (2) of the five (5) **Activities of Daily Living** (as defined below) as a result of a disease, illness or injury, without the standby assistance of another person.

Activities Of Daily Living

- 1. BATHING** - The inability to wash oneself either in the bath or shower or by a sponge bath. The **Life Assured** will be considered to be able to bathe even if the above tasks can only be performed by using equipment or adaptive devices.
 - 2. DRESSING** - The inability to put on and take off all garments and medically necessary braces or artificial limbs usually worn, and to fasten and unfasten them. The **Life Assured** will be considered able to dress even if the above tasks can only be performed by using modified clothing or adaptive devices such as tape fasteners or zipper pulls.
 - 3. TOILETING** - The inability to get to and from and on and off the toilet, to maintain a reasonable level of personal hygiene, and to care for clothing. The **Life Assured** will be considered able to toilet even if it involves the use and ability to empty a colostomy bag, and/or catheter, or an alternative means of bowel or urine elimination device, or use a commode, bedpan or urinal, and able to empty and clean it without the standby assistance of another person.
 - 4. MOBILITY** - The inability to move from place to place. The **Life Assured** will be considered able to move even if it requires the use of equipment including but not limited to canes, quad canes, walkers, crutches, wheelchairs, including mechanical or motorised devices.
 - 5. EATING** - The inability to get nourishment into the body by any means once it has been prepared and made available;
- Or

B COGNITIVE IMPAIRMENT

The permanent loss of cognitive function due to a permanent, irreversible injury or illness of the brain including at least two (2) or more of the following permanent impairments:

- disorientation in time and place
- **Mini-mental** score of less than twenty (20) out of thirty (30) or equivalent test
- requires assistance with two (2) or more **Activities of Daily Living** defined above;

Or

C The entire and irrecoverable loss of the sight of both eyes;

Or

D The complete, total and irrecoverable functional loss, as supported by medical evidence, of:

- both hands; or
- both feet; or
- one hand and one foot.

(INSIGHT 35.0.0) – May 2019