



Policy Wording

(Firefighters New Zealand)

Protect Injury & Sickness



Dated 1 January 2023

Issued by ATC Insurance Solutions Pty Ltd ("ATC")
(ABN 121 360 978, AFSL 305802) acting under a
binder as an agent of certain Underwriters at Lloyd's

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POLICY WORDING

PART 1 - GENERAL INFORMATION

1. Introduction

This policy wording will help You (and Covered Persons where applicable) decide whether to take out this insurance and to compare this product with other products You may be considering.

Part 1 of this policy wording includes general information about this insurance. Part 2 of this policy wording is the Policy that sets out the specific terms, conditions and exclusions of the cover that We will provide, which should be read to ensure that it provides the cover You need.

You should keep this policy wording in a safe place for future reference, such as at the time of a claim.

In this policy wording, We/Us/Our mean ATC acting under a binder as an agent of certain underwriters at Lloyd's. You/Your mean the Insured named in the Schedule.

It is important that You read this policy wording carefully to understand the extent of cover provided by this insurance as well as its limitations.

2. Words with a special meaning

Words that begin with a capital letter have a special meaning when used in this policy wording. These words can be found from page 15 and We have used the same meanings throughout this policy wording to be consistent. All amounts are in New Zealand dollars.

3. Who is the insurer?

This insurance is underwritten by certain underwriters at Lloyd's. We act under a binder as an agent of those underwriters and carry on insurance business in New Zealand by virtue of Lloyd's of London holding a licence under the *Insurance (Prudential Supervision) Act 2010*. As at the date of this policy wording, the current financial strength ratings of Lloyd's are AM Best A, Standard & Poor's A+ and Fitch Ratings AA-. To ensure up to date financial strength information, please visit Lloyd's website at <https://www.lloyds.com/about-lloyds/investor-relations/ratings>.

4. About Us

This insurance is issued by Us acting under a binder as an agent of certain underwriters at Lloyd's. We act on behalf of and in the interests of certain underwriters at Lloyd's. We do not act on Your behalf. Our contact details are:

Address:

Level 4, 451 Little Bourke Street, Melbourne 3000, Australia

Telephone: + 61 (3) 9258 1777

Facsimile: + 61 (3) 9867 5540

Website: www.atcis.com.au

Email: info@atcis.com.au

The Policy is administered by Protect Services Pty Ltd (ACN 1515 240 194) as Trustee for the Protect Services Trust (ABN 38 975 124 058).

5. Overview of this insurance

This insurance provides cover for the payment of weekly benefits if a Covered Person is unable to work as a result of an Injury or a Sickness. It can also pay lump sum benefits if a Covered Person dies as a result of an Injury or suffers one of the specified injuries in the tables in Part 2 of this policy wording.

Additional benefits available to Covered Persons include return to work assistance and rehabilitation assistance of up to \$25,000 each, and funeral expenses of up to \$10,000 in the event of death as a result of an Injury or Specified Sickness.

A summary of the key features of the Policy follows.

6. Significant features and benefits of the cover

The following is a summary of some of the key features available under the Policy. Please refer to the terms, conditions and exclusions of the Policy in Part 2 of this policy wording for full details of the cover.

Section A: Weekly Injury Benefit

We will pay a weekly benefit equal to the amount or the percentage of the Covered Person's Income specified in the Schedule (whichever is the lesser) as a result of an Accident occurring during the Policy Period that causes Total Disablement or Partial Disablement which commences when they are covered by the Policy.

The maximum period for which We will pay benefits is 104 weeks unless a reduced period is specified in Part 2 or on the Schedule.

Section B: Weekly Sickness Benefit

We will pay a weekly benefit equal to the amount or the percentage of the Covered Person's Income specified in the Schedule (whichever is the lesser) for Sickness first manifesting itself during the Policy Period that causes Total Disablement or Partial Disablement which commences when they are covered by the Policy.

The maximum period for which We will pay benefits is 104 weeks unless a reduced period is specified in Part 2 or on the Schedule.

Section C: Death Benefit

We will pay the amount specified in the Schedule following the death of a Covered Person as a result of Injury either outside work or at work while carrying out their usual occupation with the Employer.

Section D: Capital Benefits

We will pay the amount specified in the Schedule for the injuries specified if they result within 12 months from the date of an Accident within the Policy Period.

Section E: Capital Benefits – Broken Bones

We will pay the amount specified in the Schedule for the broken bones specified if they result within 12 months from the date of an Accident within the Policy Period.

Section F: Capital Benefits – Dental Damage

We will pay the amount specified in the Schedule for the dental injuries specified if they result within 12 months from the date of an Accident within the Policy Period.

7. Interests of Covered Persons

See Definitions for who Covered Persons are and when their access to cover benefits start and end.

The Insured under the Policy is the New Zealand Professional Firefighters Union.

It is the contracting insured under the Policy and is the purchaser of the Policy. It:

- is not an insurer and does not provide and is not liable for the insurance benefits provided under the Policy;
- does not act on behalf of the Insurer or ATC or a Covered Person in relation to the insurance; and
- does not and is not licensed to provide any financial advice about the insurance. Anyone wishing to access this insurance as a Covered Person should consider obtaining financial advice about it from a person who is licensed to give such advice.

If any Covered Person suffers a loss of the type covered by the Policy, they have a right to recover the amount of their loss from us in accordance with the Policy by operation of section 12 of the *Contract and Commercial Law Act 2017*. They can make a claim for the benefits detailed the Policy in accordance with its terms but do not enter into any agreement with us for the right to make a claim for those benefits.

Covered Persons have no right to cancel or vary the Policy or its cover – only we or the Insured can do this in accordance with the Policy terms. If we or the Insured cancel or vary the Policy or its cover, we or the Insured do not need to obtain a Covered Person's consent to do so.

We also do not provide any notices in relation to the Policy to Covered Persons as they are not a contracting party to the Policy. We only send notices to the Insured which is the only party we have contractual obligations to under the Policy.

Covered Persons are not obliged to accept any of the benefits of the Policy, but if they wish to make a claim under it then they will have the same obligations to us as the Covered Persons would have if they were a contracting insured by reason of the *Contract and Commercial Law Act 2017*. We have the same rights against Covered Persons as we would have against the contracting insured.

Covered Persons only get access to the benefits while they are a Covered Person in accordance with the policy terms.

A Covered Person can confirm whether the Policy has been issued and remains current by contacting us.

8. Your individual requirements

When preparing this policy wording, We have not taken into account Your or Covered Persons' individual objectives, requirements or financial position.

If You have one, You should discuss with Your licensed financial adviser the type of risks You need to insure against and the appropriate amount of cover that You need. Further, if You have any questions about the appropriateness of this product for Your objectives, requirements or financial position, You should seek advice from Your licensed financial adviser.

If You wish to contact Us about this policy wording, please use the contact details given above. However, We can only provide You with factual information about this product and cannot advise You whether the product is appropriate for Your objectives, requirements or financial position.

If Your circumstances relevant to the risks We have agreed to insure change after taking out this insurance, You should notify Us (or ask Your licensed financial adviser to do so on Your behalf) as soon as possible.

9. Other issues to consider before taking out this insurance

Like all insurance contracts, the Policy contains exclusions, terms and conditions, as well as limits and sub-limits that You should be aware of when considering whether to purchase this product.

Exclusions and limitations

The Policy has a number of General Exclusions that apply to all benefits under the Policy, which are listed from page 20. For example, We will not cover an Injury that is intentionally self-inflicted.

Please also refer to the Special Provisions from page 21, which set out other circumstances when benefits may not be payable or may be limited in some way. For example, We will not pay benefits to a Covered Person under Sections A or B during the Waiting Period shown on the Schedule, commencing on the first day of disablement after medical treatment is sought for Injury or Sickness.

Policy limits

There is a maximum amount We will pay for each benefit. These amounts are shown in the Schedule.

General Conditions

The Policy has a number of General Conditions that apply to each benefit. These conditions are listed from page 29. For example, You must have paid the Premium the Premium Due Date before We will pay any claim.

In some circumstances, a breach of a condition may entitle Us to refuse to pay a claim or reduce the amount We are liable to pay.

10. Our contract with You

The terms of cover are contained in this policy wording, the Schedule, any attachments to the Schedule, the application for the insurance, and any endorsements that We issue.

You should keep all of the Policy documents in a safe place.

11. How to renew this insurance

Before the expiry date of the Policy, We will send You a renewal notice advising whether We will offer to renew the Policy and on what terms. You should carefully check the information shown on each renewal notice to ensure that the details are correct.

We may provide You with a supplementary policy wording if any information in the original policy wording has changed since the insurance was first taken out.

12. The premium

When calculating Your Premium We take into account a number of factors, including the number of Covered Persons covered by the Policy, the amount of cover You select and We provide, and Your previous claims history.

Your premium is also subject to GST.

Please note that the Premium must be paid by the Premium Due Date.

13. Your duty of disclosure

Before You enter into a Policy with Us, You have a duty to tell Us anything You know, or could reasonably be expected to know, may affect Our decision whether to insure You and on what terms. Anything You tell Us should be correct, complete and up to date.

This duty applies until We agree to insure You.

You have the same duty before You renew, extend, vary or reinstate an insurance contract.

You don't need to tell Us anything that:

- reduces Our risk,
- is common knowledge,
- We know or should know as an insurer, or
- We tell You We don't need to know.

If You do not tell Us something

If You fail to comply, We may cancel Your Policy and/or reduce the amount We pay for a claim. If fraud is involved We may avoid the Policy from the beginning.

14. Cooling off

You have 14 days after the final cover under this Policy has been activated to decide if the Policy meets Your needs.

You may cancel Your Policy by advising Us (via ATC Insurance Solutions) that You wish to cancel Your Policy.

If You do this We will refund any premiums You have paid during the cooling off period, unless You have made a claim, or anything else has occurred for which a claim is payable, during the cooling off period.

15. Cancellation

You may cancel Your Policy at any time by writing to Us at Level 4, 451 Little Bourke Street, Melbourne 3000, Australia or by email at info@atcis.com.au and advising Us that You wish to cancel Your Policy. The cancellation will take effect from the date We receive such notice in writing. For further information regarding cancellation you may wish to call ATC on +61 (3) 9258 1777.

We may cancel Your Policy if You fail to meet Your duty of disclosure to us, or fail to comply with Your Policy including failing to pay the premium, or You have made a fraudulent claim under Your Policy or any other insurance contract with Us or any other insurer. We will advise You in writing if the Policy is cancelled by Us.

Please refer to General Condition 3 on page 29 for more information.

16. How to make a claim

Visit Our website at www.atcis.com.au/claims/ to obtain a claim form or contact the ATC Insurance claims team on +61 3 9258 1770 if You have any questions or require assistance.

To make a claim for benefits under this Policy, You can send a completed claim form to Us as follows:

ATC Insurance Solutions Pty Ltd
Level 4, 451 Little Bourke Street
Melbourne VIC 3000
Australia

You may also wish to send Your forms to ATC by email at info@atcis.com.au.

Please note that claim conditions apply; these are stated on page 32.

17. Dispute resolution

Stage One

If You have any concerns or wish to make a complaint in relation to this policy, Our services or Your insurance claim, please let Us know and We will attempt to resolve Your concerns in accordance with Our Internal Dispute Resolution procedure. Please contact Us in the first instance:

ATC's Internal Dispute Resolution Officer
ATC Insurance Solutions
Email: info@atcis.com.au
Telephone: +61 (3) 9258 1777
Level 4, 451 Little Bourke Street, Melbourne VIC 3000, Australia

We will respond to Your complaint within 10 business days provided We have all necessary information and have completed any investigation required. Where further information, assessment or investigation is required, We will agree to reasonable alternative timeframes with You. You will also be kept informed of the progress of Your complaint.

Stage Two

In the unlikely event that this does not resolve the matter or You are not satisfied with the way Your complaint has been dealt with, You should contact:

Lloyd's Underwriters' General Representative in New Zealand
Mr Scott Galloway
c/o Hazelton Law
PO Box 5639
Wellington New Zealand
Email: ldrnz@lloyds.com
Telephone: +64 4 472 7582

When You lodge Your dispute with Us, We will usually require the following information:

- Name, address and telephone number of the policyholder;
- Details of the policy concerned (policy and/or claim reference numbers, etc);
- Details of the insurance intermediary through whom the policy was obtained;
- Reasons why You are dissatisfied;
- Copies of any supporting documentation You believe may assist Us in addressing Your dispute appropriately.

Following receipt of Your complaint, You will be advised whether Your dispute will be handled by Lloyd's Australia or the Lloyd's Complaints team in the UK, or what other avenues are available to You:

- Where Your complaint is eligible for referral to the Insurance & Financial Services Ombudsman (IFSO), Your complaint will generally be reviewed by a person at Lloyd's Australia with appropriate authority to deal with Your dispute.
- Where Your complaint is not eligible for referral to the IFSO, Lloyd's Australia will refer Your complaint to the Lloyd's Complaints team in the UK if it falls within the jurisdiction of the UK Financial Ombudsman Service, who will review Your complaint and will liaise directly with You.
- For all other matters You will be advised of what other avenues may be available to You.

How Long Will the Stage Two Process Take?

Your complaint will be acknowledged in writing within 5 business days of receipt, and You will be kept informed of the progress of Our review of Your complaint at least every 10 business days.

The length of time required to resolve a particular dispute will depend on the individual issues raised, however in most cases You will receive a full written response to your complaint within 10 business days of receipt, provided We have received all necessary information and have completed any investigation required.

If the matter cannot be resolved at stage two and/or it has been more than two months since the complaint was made, You will be advised of the reasons for this via a 'deadlock' letter and advised of your right to elevate the matter to IFSO.

External Dispute Resolution

If Your complaint is not resolved in a manner satisfactory to You or We do not resolve Your complaint within two months of receiving it at Stage 1, You may refer the matter to IFSO.

IFSO can be contacted by post PO Box 10-845, Wellington, phone 0800 888 202 or +64 4 499 7612, email info@ifso.nz or via their website www.ifso.nz.

IFSO is an independent body that operates nationally in New Zealand and aims to resolve disputes between You and Us. Your dispute must be referred to IFSO within 3 months of the date of Our deadlock letter. Determinations made by IFSO are binding upon Us.

Clients not eligible for referral to IFSO, may be eligible for referral to the Financial Ombudsman Service (UK). Such referral must occur within 6 months of the final decision by the Complaints team at Lloyd's. Further details will be provided with their final decision to You.

You can contact Lloyd's in the UK at:

Complaints
Fidentia House
Walter Burke Way
Chathan Maritime
Chatham
Kent
ME4 4RN
Email: Complaints@lloyds.com
Telephone: +44 (0)20 7327 5693

The Underwriters accepting this Insurance agree that:

(i) if a dispute arises under this Insurance, this Insurance will be subject to New Zealand law and the Underwriters will submit to the non-exclusive jurisdiction of any competent Court in New Zealand;

(ii) any summons notice or process to be served upon the Underwriters may be served upon:

Lloyd's Underwriters' General Representative in New Zealand
c/o Hazelton Law
Level 29 Plimmer Towers
2-6 Gilmer Terrace
Wellington, New Zealand

who has authority to accept service on the Underwriters' behalf;

- (iii) if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

18. Privacy

In this Privacy statement "we", "us" and "our" means the Insurer and ATC acting under a binder as its agent and "you" or "your" means any individual whose personal information we collect for the purposes of the Policy.

We are bound by the requirements of the *Privacy Act 2020*, which set out standards on the collection, use, disclosure and handling of, and Your rights to access Your personal information.

Personal information is any information about an identifiable individual See the *Privacy Act* for full details of what constitutes personal information.

Our Privacy Policy is available at www.atcis.com.au or you can contact us as follows:

ATC Insurance Solutions Pty Ltd
Level 4, 451 Little Bourke Street, Melbourne VIC 3000, Australia
Telephone: +61 3 9258 1777

For more information about how Your insurer uses Your personal information please see their full privacy notice, which is available in the Privacy section of their website <https://www.lloyds.com/> or in other formats on request.

We, and our agents, need to collect, use and disclose your personal information in order to consider your application for insurance and to provide the cover you have chosen, administer the insurance and assess any claim and to make special offers of other services and products provided by us or those we have an association with, that might be of interest to you. You can choose not to provide us with some of the details or all of your personal information, but this may affect our ability to provide the cover, administer the insurance or assess a claim.

We may disclose your personal information to third parties (and/or collect additional personal information about you from them) who assist us in providing the above services and some of these are likely to be overseas recipients, including in the United Kingdom. Who they are may change from time to time. You can contact us for details. In some cases we may not be able to take reasonable steps to ensure they do not breach the *Privacy Act* and they may not be subject to the same level of protection or obligations that are offered by the Act. By proceeding to acquire our services and products you agree that you cannot seek redress under the Act or against us (to the extent permitted by law) and may not be able to seek redress overseas.

These third parties, which include our related entities, distributors, agents, insurers, claims investigators, assessors, lawyers, medical practitioners and health workers, Lloyd's Regulatory Division and anyone either of us appoint to review and handle complaints or disputes, any other parties where permitted or required by law and government regulatory authorities will only use the personal information for the purposes we provided it to them for (unless otherwise required by law).

Information will be obtained from individuals directly where possible and practicable to do so. Sometimes it may be collected indirectly (e.g. from your representatives or co-insureds or through websites from data you input directly or through cookies and other web analytic tools). If you provide information for another person you represent to us that:

- you have the authority from them to do so and it is as if they provided it to us; and
- you have made them aware that you will or may provide their personal information to us, the types of third parties we may provide it to, the relevant purposes we and the third parties we disclose it to will use it for, and how they can access it.

If it is sensitive information we rely on you to have obtained their consent on these matters. If you have not done or will not do either of these things, you must tell us before you provide the relevant information.

By providing us with personal information, you and any person you provide personal information for, consent to these uses and these disclosures unless you tell us otherwise. If you wish to withdraw your consent, including for things such as receiving information on products and offers by us or persons we have an association with please contact ATC.

You are entitled to access your information and request correction if required. You may also opt out of receiving materials sent by us by contacting ATC on +61 (3) 9258 1777 or write to us at the address given on page 3.

You can also make a complaint to the Privacy Commissioner if you think your privacy rights have been interfered with 0800 803 909 www.privacy.org.nz.

19. Electronic communication

If You are represented by an agent (eg Your insurance broker) and they provide Us with their nominated email address, they and You consent to Us delivering documents electronically to that email address, unless You or they tell Us otherwise. Any documents sent by email will be considered to have been received by You and Your Agent at the time it enters Your Agent's information system.

In all other cases, if You provide Us with Your nominated email address You consent to Us delivering documents electronically to that email address, unless You tell Us otherwise. Any documents sent by email will be considered to have been received by You at the time it enters Your information system.

It is You and Your agent's obligation to ensure that any email address provided to Us is up to date and let Us know promptly if it changes.

PART 2 - POLICY TERMS AND CONDITIONS

EXTENT OF COVER

In consideration of the payment of the premium by each Premium Due Date and subject to the terms, conditions, and exclusions of this Policy, We will pay the benefits specified in the Policy and the Schedule under "Benefits Payable" and "Additional Benefits".

BENEFITS PAYABLE

We will pay the benefit specified if as a result solely and directly of:

- Injury, a Covered Person suffers Total Disablement or Partial Disablement that commences during the Policy Period and continues uninterrupted during the Waiting Period (Section A) and any of the Insured Events under Sections C, D, E or F; or
- Sickness, a Covered Person suffers Total Disablement or Partial Disablement that commences during the Policy Period and continues uninterrupted during the Waiting Period (Section B).

Section A: Weekly Injury Benefit

Insured Event	Benefit
1. Total Disablement	During such Total Disablement 100% of Income up to the maximum amount per week specified in the Schedule.
2. Partial Disablement	During such Partial Disablement if the Covered Person is able to return to work in a reduced capacity then the benefit payable shall be calculated as the difference between the benefit for Insured Event 1 per week and the current income received from the reduced work capacity. If the Covered Person is able to return to work in a reduced capacity, but declines to do so then the maximum benefit payable will be reduced to 25% of the benefit for Insured Event 1 per week.

We will only pay for any Insured Event up to the Maximum Benefit Period in respect of any one Injury.

Section B: Weekly Sickness Benefit

Insured Event	Benefit
3. Total Disablement	During such Total Disablement 100% of Income up to the maximum amount per week specified in the Schedule.
4. Partial Disablement	During such Partial Disablement if the Covered Person is able to return to work in a reduced capacity then the benefit payable shall be calculated as the difference between the benefit for Insured Event 3 per week and the current income received from the reduced work capacity. If the Covered Person is able to return to work in a reduced capacity, but declines to do so then the maximum benefit payable will be reduced to 25% of the benefit for Insured Event 3 per week.

We will only pay for any Insured Event up to the Maximum Benefit Period in respect of any one Sickness.

Section C: Death Benefit (from Injury only)

A benefit will only be payable under this Section if the Covered Person suffers an Accident during the Policy Period and this solely and directly results in one of the Insured Events listed in this Section within 12 consecutive calendar months from the date of the Accident.

Any benefit payable under this Section shall be reduced by any amount paid in respect of the Covered Person under Section D arising from the same Injury which resulted in the death of the Covered Person.

If a Covered Person would be entitled to claim for a benefit under more than one of the Insured Events listed in this Section arising out of the same Injury, We will only pay a benefit for one Insured Event, which will be the highest applicable.

A benefit payable under this Section will be paid to the Covered Person's legal personal representative.

Insured Event	Benefit
5. Death of a Covered Person (but excluding death as a result of an Injury while carrying out their usual occupation with the Employer).	The amount specified in the Schedule.
6. Death of a Covered Person as a result of an Injury while carrying out their usual occupation with the Employer.	The amount specified in the Schedule.

Section D: Capital Benefits (from Injury only)

A Capital Benefit will only be payable under this Section if the Covered Person suffers an Accident during the Policy Period and this solely and directly results in one of the Insured Events listed in this Section within 12 consecutive calendar months from the date of the Accident.

No benefit is payable under this Section if a benefit is payable in respect of the Covered Person under Section C.

If a Covered Person would be entitled to claim for a Capital Benefit under more than one of the Insured Events listed in this Section arising out of the same Injury, We will only pay a Capital Benefit for one Insured Event, which will be the highest applicable Capital Benefit.

Insured Event – benefit amounts are specified in the Schedule
7. Total And Permanent Disablement
8. Total And Permanent Disablement as a result of an Accident while carrying out the usual occupation with the Employer and for which an ACC entitlement has been paid for 24 consecutive months
9. Permanent paraplegia
10. Permanent quadriplegia
11. Permanent paraplegia as a result of an Accident while carrying out the usual occupation with the Employer and for which an ACC entitlement has been paid
12. Permanent quadriplegia as a result of an Accident while carrying out the usual occupation with the Employer and for which an ACC entitlement has been paid
13. Permanent total loss of or loss of use of sight of both eyes
14. Permanent total loss of or loss of use of sight of one eye
15. Permanent total loss of or loss of use of Two Limbs
16. Permanent total loss of or loss of use of One Limb
17. Permanent and incurable insanity
18. Permanent total loss of hearing in both ears
19. Permanent total loss of hearing in one ear
20. Permanent total loss of or loss of use of four fingers and a thumb (either hand)
21. Permanent total loss of or loss of use of the lens of both eyes
22. Permanent total loss of or loss of use of the lens of one eye

23.	Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body
24.	Permanent total loss of or loss of use of four fingers of either hand
25.	Permanent total loss of or loss of use of one thumb both joints (either hand)
26.	Permanent total loss of or loss of use of one thumb one joint (either hand)
27.	Permanent total loss of or loss of use of fingers of either hand three joints
28.	Permanent total loss of or loss of use of fingers of either hand two joints
29.	Permanent total loss of or loss of use of fingers of either hand one joint
30.	Permanent total loss of or loss of use of toes of either foot – all, one foot
31.	Permanent total loss of or loss of use of toes of either foot – big, both joints
32.	Permanent total loss of or loss of use of toes of either foot – big, one joint
33.	Permanent total loss of or loss of use of toes of either foot – other than big, each toe
34.	Fractured leg or patella with established non union
35.	Permanent shortening of leg by at least five cm

Section E: Capital Benefits – Broken Bones (from Injury only)

A Capital Benefit will only be payable under this Section if the Covered Person suffers an Accident during the Policy Period and this solely and directly results in one of the Insured Events listed in this Section within 12 consecutive calendar months from the date of the Accident.

Only one Capital Benefit is payable with respect to the same Accident. If a Covered Person would be entitled to claim for a Capital Benefit under more than one of the Insured Events listed in this Section arising out of the same Injury, We will only pay a Capital Benefit for one Insured Event, which will be the highest applicable Capital Benefit.

A Capital Benefit shall not be payable under this Section for a bone that was broken or fractured as a result of an Injury suffered while engaging or participating to any extent whatsoever in any Amateur Sport or Extreme Sport/Activity or as a result of an Off Road Motorcycling Accident.

Insured Event: fractures in the bones shown below for the amounts specified in the Schedule	
36.	Neck, skull or spine
37.	Neck, skull or spine (hairline fracture only)
38.	Pelvis
39.	Ankle or knee
40.	Ankle or knee (hairline fracture only)
41.	Cheekbone
42.	Shoulder blade
43.	Hip
44.	Arm, elbow or wrist
45.	Upper or lower leg
46.	Upper or lower leg (hairline fracture only)
47.	Jaw
48.	Nose
49.	Collar bone
50.	Rib
51.	Hand or foot (excluding Fingers and Toes)

52. Finger

A "hairline fracture" means a fracture of the bone in which the fragments or parts of the bone do not separate because the line of the fracture is so fine: only the lesser amount shown above will be paid where indicated for a particular bone.

No benefit is payable under this Section for a stress fracture.

Section F: Capital Benefits – Dental Damage (from Injury only)

A Capital Benefit will only be payable under this Section if the Covered Person (or one of the Covered Person's Dependents) suffers an Accident during the Policy Period and this solely and directly results in one of the Insured Events listed in this Section within 12 consecutive calendar months from the date of the Accident.

Insured Event: the following types of dental damage – benefit amounts are specified in the Schedule	
53.	Fractured or broken tooth, per tooth
54.	Loss of tooth, per tooth (excluding a Front Tooth)
55.	Chipping of tooth, per tooth
56.	Loss of filling, per filling
57.	Loss of Front Tooth, per tooth

For the purpose of this section, a tooth includes a tooth which forms part of a denture or implant.

No cover is provided for normal maintenance of dental health.

The maximum benefit payable with respect to any one Injury shall be limited to the amount shown in the Schedule. Cover is limited to a maximum of four events per Family during the Policy Period.

DEFINITIONS

The following definitions apply to words used in this Policy when they begin with a capital letter:

ACC means the Accident Compensation Corporation, the Crown entity administering the ACC Scheme under the *Accident Compensation Corporation Act 2001*.

ACCIDENT means a sudden, unexpected, external, violent, visible, and specific event that occurs at an identifiable time and place.

ACT OF TERRORISM means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or governments(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.

Terrorism includes losses resulting from nuclear, chemical and biological weapons and weapons involving the emission of radioactive matter.

AMATEUR SPORT means training for, or playing or participating in, any non-professional sport or activity organised by any sporting organisation, association, authority, club or centre.

CAPITAL BENEFITS means the amount payable with respect to an Insured Event listed in Sections D, E or F.

CONTRIBUTION means premium for this insurance cover that an Employer is obligated to pay to You on behalf of a Covered Person.

COVERED PERSON means a person of the class described in the Schedule for whom Contributions have been paid by the Employer to You in relation to this Policy. You must remit the Contributions to Us as premium.

Cover under this Policy for a Covered Person will begin at the commencement of the Policy Period or at 7.00 am on the Covered Person's first scheduled day of employment for which a Contribution is payable by the Employer, whichever is the later.

All cover for a Covered Person will cease at the earliest of the following times:

- a) when this Policy is no longer in force;
- b) at midnight on the last day of employment for which a Contribution is payable by the Employer;
- c) when the Covered Person commences employment with another employer that is not required to pay Contributions; or
- d) otherwise when a Covered Person is no longer eligible for cover according to the terms and conditions of this insurance.

If Contributions have not been paid and are in arrears 3 months or less, any claim, regardless of the date of Injury or Sickness or the commencement date of disablement, will not be considered until such time as all arrears of Contributions have been paid to You for that Covered Person. If Contributions are in arrears greater than 3 months then the person will be deemed to have ceased to be a Covered Person effective from the last day for which Contributions were validly received by You and no claim, regardless of the date of Injury or Sickness or the commencement date of disablement, will be considered after that date unless We receive Your written instructions to the contrary.

CYBER ACT means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

CYBER INCIDENT means:

- a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
- b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

DEPENDANTS mean the Covered Person's:

- a) Spouse/Partner whose gross earnings are less than \$16,000 per year in the 12 month period immediately preceding the date disablement commences, and
- b) unmarried financially dependant children (or the Spouse/Partner's) who live with the Covered Person up to 18 years of age (or up to 25 years of age if a full-time student at an accredited institution of higher learning)

DOMESTIC DUTIES means the usual and ordinary domestic duties such as washing, cooking and cleaning that are undertaken by someone as a homemaker and could include child-minding and home help services.

EMPLOYER means a person, partnership or company who employs a Covered Person and pays Contributions to You on their behalf.

EXTREME SPORT/ACTIVITY means: BMX bike or mountain bike riding; bike riding on a circuit or on a course specifically built or intended for competition; snowboarding; snow-skiing; jet-skiing; surfing; martial arts or boxing (or any similar combative sport or activity, including sparring); BASE jumping; parachuting; skateboarding (including longboarding); water-skiing, wake-boarding or any other sport or activity that involves being towed by any form of watercraft; go-karting; taking part in any racing and/or time trials of any kind (other

than on foot); mountain-climbing; abseiling; rollerblading or skating or any other similar activity; gliding of any description (including paragliding, hang gliding or any similar activity, whether in tandem or otherwise); and/or horse-riding and related activities.

A reference to the above sports and activities includes all forms of training or practicing for them.

FAMILY means the Covered Person and his or her Dependants.

FINGERS and TOES mean the digits of a hand or a foot.

FRONT TOOTH means one of the two front middle teeth, either on the upper or lower jaw (numbered 11, 21, 31, and 41 by the FDI World Dental Federation numbering system).

INCOME means the average weekly income, before personal deductions and income tax, and including all overtime and all allowances, actually paid to the Covered Person, which was earned from personal exertion from their usual occupation with the Employer, averaged over the number of weeks so engaged during the twelve month period immediately preceding the date of disablement.

INJURY means a bodily injury that:

- is caused solely and directly by an Accident, and that occurs independently of any other cause or condition (including but not limited to any other bodily injury, or sickness, illness or disease), and
- is caused by an Accident when the Covered Person is covered by the Policy.

The Accident must occur during the Policy Period. However, if at the date of the Accident the Covered Person was covered under a prior Protect Injury & Sickness policy which this Policy immediately follows, a claim for weekly benefits that results solely and directly from the Accident will be covered by this Policy subject to the Total or Partial Disablement first commencing during the current Policy Period and when the Covered Person is covered, unless such a claim is still a valid claim under the prior policy.

An Injury does not include a Sickness, a Pre-existing Condition, or any degenerative, congenital or other condition, that does not result directly and solely from the Accident that caused the Injury.

INSURED means the insured stated in the Schedule who pays premiums to Us in respect of Covered Persons.

INSURED EVENTS means the events specified for which benefits are payable with respect to Injury and/or Sickness as defined in this Policy.

LOSS OF LIMB means loss by physical separation of a hand at or above the wrist or of the foot at or above the ankle and includes the total and irrevocable loss of the use of the hand, arm or leg.

MAXIMUM BENEFIT PERIOD means the maximum period of time for which We will pay weekly benefits under Section A and B (or Top Up Benefits under Special Provision 4) as specified in this Policy wording and/or the Schedule and which commences after expiry of the applicable Waiting Period.

This period includes any period of Total or Partial Disablement even if We calculate that no benefits are payable under the Policy for that period.

All Total Disablement and Partial Disablement payable for the same condition (including related conditions) will be subject to one Maximum Benefit Period, so that the total period of time for which benefits will be paid in the aggregate for Total Disablement and Partial Disablement for the same condition will be limited to one Maximum Benefit Period.

MEDICAL PRACTITIONER means a legally qualified and registered medical practitioner who is not the Covered Person or a relative of the Covered Person and who is acting within the scope of their registration and pursuant to all relevant laws.

MENTAL DISORDER means any psychological or behavioural disorder, including, but not limited to, depression; stress; anxiety; neurotic, psychotic, mood, personality, and dissociative disorders; any condition that is a consequence of the treatment of any of these conditions; and any associated physical symptoms, including, but not limited to, physical fatigue.

MUSCULOSKELETAL SYSTEM means the muscles, bones, tendons, ligaments, joints (including vertebral discs), and cartilage of the body.

OFF ROAD MOTORCYCLING ACCIDENT means an Accident when the Covered Person is in charge of or operating a motorcycle of any description (including, but not limited to, road bikes, dirt bikes, trail bikes, motocross bikes, quad bikes and beach buggies) elsewhere than on a Public Road.

If the Accident occurs on Private Land it will be deemed to be an Off Road Motorcycling Accident for the purposes of this Policy, unless:

- 1) the motorcycle was registered for use on a Public Road and the Covered Person was licensed to operate it on a Public Road when the Accident occurred; and
- 2) the Accident occurred while the Covered Person was riding the motorcycle on the route normally taken to access a Public Road.

PARTIAL DISABLEMENT means that solely and directly as a result of an Injury or Sickness a Covered Person is unable to carry out a substantial part of the normal duties of their usual occupation and is under the regular care of and acting in accordance with the instructions or professional advice of a Medical Practitioner.

POLICY means the agreement between You and Us to provide insurance cover according to the terms, conditions and exclusions contained in this Policy Wording, the Schedule and any attachments to the Schedule.

POLICY PERIOD means the period specified in the Schedule.

PRE-EXISTING CONDITION means any sickness, illness, disease, injury, disability or other condition (including any known symptoms or side effects of these):

- that the Covered Person first became aware of, or would reasonably have been expected to have been first aware of in the circumstances, or
- for which the Covered Person has had medical treatment or advice

prior to the commencement of their cover under the Policy or Previous Cover (as defined in General Condition 9), whichever is the earlier.

Such condition will not be a Pre-existing Condition if the Covered Person, since the commencement of their cover under the Policy (or any applicable Previous Cover as defined in General Condition 8), has been able to cease all treatment or advice for at least six consecutive months with the agreement of a Medical Practitioner. For the purpose of this Policy a Covered Person will not be regarded as "able to cease all treatment or advice" if further treatment or advice would be considered to be likely, expected or inevitable by a Medical Practitioner.

PREMIUM DUE DATE means, in the case of monthly paid premiums, the 15th day of each month, when the monthly premium instalment is payable.

PRIVATE LAND means any land whether publicly or privately owned that members of the public may not enter or may not remain on without permission.

PUBLIC ROAD means an area that is open to or used by the public and is developed for, or has one of its main uses, the driving or riding of motor vehicles with at least four wheels (including parking areas), but does not include:

- any dirt or other unsealed track or trail intended for use by vehicles with less than four wheels, or any undefined path, or
- any motocross track, motorcycle park or other circuit or area specifically built or intended (even if only temporarily) for recreation, including, but not limited to, racing, competing, testing, or time trials.

SCHEDULE means the schedule that We send to You with this document that contains Your specific insurance details.

SICKNESS means an illness or disease that:

- is not an Injury
- is not a Pre-existing Condition
- the Covered Person first became aware of while covered by this Policy, and
- continues for a period of not less than the Waiting Period from the date of commencement of medical treatment by a Medical Practitioner.

The Sickness must first become apparent during the Policy Period. However, if at the date the Sickness first became apparent the Covered Person was covered under a prior Protect Injury & Sickness policy that this Policy immediately follows, a claim for weekly benefits that results solely and directly from the Sickness will be covered by this Policy subject to the Total or Partial Disablement first commencing during the current Policy Period and when the Covered Person is covered, unless such a claim is still a valid claim under the prior policy.

SPOUSE/PARTNER means a Covered Person's legal spouse (or de facto partner with whom the Covered Person has continuously cohabited for not less than three consecutive months).

STATUTORY BENEFIT means a weekly or periodic entitlement paid to a Covered Person by ACC.

TOP-UP BENEFIT means the Top-Up Benefit as specified in the Schedule and payable in accordance with Special Provision 4.

TOTAL AND PERMANENT DISABLEMENT means disablement resulting from an Injury and which has lasted for at least six consecutive months from the date of such Injury and which thereafter is beyond hope of improvement and which entirely prevents the Covered Person from carrying on any gainful profession, trade or occupation for which they are reasonably qualified by reason of education, training or experience.

TOTAL DISABLEMENT means that solely and directly as a result of Injury or Sickness the Covered Person is wholly and continuously prevented from engaging in all of their usual occupation and is under the regular care of and acting in accordance with the instructions or professional advice of a Medical Practitioner.

WAITING PERIOD means the period of consecutive days stated in the Schedule during which no benefits are payable for Total Disablement or Partial Disablement, commencing on the first day of disablement after medical treatment is sought for Injury or Sickness.

WE/OUR/US means ATC acting under a binder as an agent of certain Underwriters at Lloyd's.

YOU/YOUR means the Insured stated in the Schedule.

GENERAL EXCLUSIONS

This Policy will not apply to any Insured Event directly caused by or arising from:

1. any war, whether war be declared or not, hostilities or rebellion, civil war, revolution, insurrection, military or usurped power, invasion, act of foreign enemy however not including an Act of Terrorism;
2. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste, or from the combustion of nuclear fuel (including any self-sustaining process of nuclear fission), or nuclear weapons material, unless as a result of an Act of Terrorism;
3. an Accident when the Covered Person is in charge of or operating a motor vehicle (including a motorcycle) or powered watercraft under the influence of intoxicating liquor or of a drug as defined in the motor vehicle or other laws applicable where the Accident occurs;
4. an Accident when the Covered Person is in charge of or operating a motor vehicle (including a motorcycle) or powered watercraft that wasn't properly registered or the Covered Person wasn't appropriately licensed to be in charge of or operate that motor vehicle or watercraft according to the applicable registration and/or licensing laws;
5. intentional self-inflicted Injury or Sickness, suicide or attempt at it;
6. a Covered Person being a pilot or crew-member of any aircraft or engaging in any aerial activity except as a passenger in a properly licensed aircraft;
7. complications of pregnancy, childbirth or miscarriage after the first thirty-three (33) weeks of pregnancy. Additionally, no benefits will be payable during any period of maternity leave or for any Insured Event directly caused by or arising from morning sickness unless the Covered Person is diagnosed with hyperemesis gravidarum;
8. engaging in or taking part in or training for sports as a professional (where the majority of the Covered Person's income is derived directly or indirectly from the sport);
9. a criminal act committed by the Covered Person or a beneficiary of their benefits under this Policy;
10. a Covered Person suffering from any Mental Disorder (whether or not as a result of an Injury or a Sickness) except when covered under Additional Benefit 5.
11. Acquired Immune Deficiency Syndrome (A.I.D.S.) Disease or Human Immunodeficiency Virus (H.I.V.) infection;
12. Chronic Fatigue Syndrome;
13. any Pre-existing Condition;
14. treatment or rehabilitation solely for substance abuse or dependency; or
15. the employment of the Covered Person except when covered under Insured Event 6 (Section C), Insured Event 8, 11 or 12 (Section D).

SPECIAL PROVISIONS

1. Benefits shall not be payable:

- a) Unless as soon as possible after the happening of any Injury or Sickness the Covered Person obtains and follows medical advice from a Medical Practitioner.

Benefit payments will cease if the Covered Person stops following medical advice, refuses or delays medical treatment (other than experimental treatment), or refuses to seek advice about or to follow a rehabilitation programme, which in the opinion of an independent medical practitioner could reduce the period of disablement.
- b) Under more than one of the Insured Events in respect of the same period of time except when a Covered Person is entitled to payment under more than one Insured Event as a result of the same Accident or Sickness.
- c) Under any Insured Events in excess of the Maximum Benefit Period specified in this Policy in respect of any one Injury or Sickness; further, all Total Disablement and Partial Disablement payable for the same condition (including related conditions) will be subject to one Maximum Benefit Period, so that the total period of time for which benefits will be paid in the aggregate for Total Disablement and Partial Disablement for the same condition will be limited to one Maximum Benefit Period.
- d) In excess of twenty-six (26) weeks under Section A for disablement as a result of an Injury suffered while engaging or participating to any extent whatsoever in any Amateur Sport or Extreme Sport/Activity or as a result of an Off Road Motorcycling Accident.
- e) Under Section E for a bone that was broken or fractured as a result of an Injury suffered while engaging or participating to any extent whatsoever in any Amateur Sport or Extreme Sport/Activity or as a result of an Off Road Motorcycling Accident.
- f) During the Waiting Period.
- g) Beyond the date of a Covered Person's death with the exception as described in Additional Benefit 4 (Funeral Expenses).
- h) Beyond a Covered Person's 65th birthday unless otherwise stated in Additional Benefit 1 or specifically agreed by Us in writing.
- i) With respect to Section A and/or B, for any time after the expiry of the Waiting Period, during which the Covered Person receives sick leave or other not-at-work related payments either directly or indirectly from their Employer.
- j) In excess of twenty six (26) weeks in aggregate for Total or Partial Disablement under Section B caused by or arising or resulting from any degenerative condition affecting a part of the Musculoskeletal System (including, but not limited to, osteoarthritis) or any other gradually developing deterioration of a part of the Musculoskeletal System.
- k) For any period of disablement before the Covered Person sought treatment from a Medical Practitioner unless it was not reasonably practicable to seek treatment sooner,
- l) In the case of weekly benefits, if the Covered Person is entitled to any Statutory Benefit, but subject to Special Provision 4 (Top Up Benefits),
- m) Beyond the date of voluntary early retirement or voluntary redundancy unless either of those things are the direct consequence of disablement that is a current and accepted claim under this insurance, or

- n) Beyond six months after the date of the commencement of the disability if a Covered Person suffers disablement while residing or travelling outside of New Zealand unless the Covered Person returns to New Zealand.
2. Before We are required to determine Our liability to pay benefits with respect to any claim arising out of an Accident, the Covered Person must first lodge a claim for Statutory Benefits and provide Us with a copy of its written determination.
- If a Covered Person is not entitled to receive any Statutory Benefits, the Covered Person must provide Us with the reasons in writing from ACC stating why the Covered Person is not entitled to receive Statutory Benefits before We are required to determine Our liability to pay benefits.
3. If a Covered Person is able to return to work in a reduced capacity, and that work is available, but declines to do so then the benefit will be the amount that would have been payable under the Partial Disablement benefit had the Covered Person returned to work or 25% of the Total Disablement benefit, whichever is the lesser.
4. In the event of Injury or Sickness which entitles the Covered Person to a Statutory Benefit, We will pay the difference between the Statutory Benefit and the Top-Up Benefit for as long as the Covered Person is entitled to receive the Statutory Benefit or until the end of the applicable Maximum Benefit Period, whichever occurs first. We will cease paying a Top-Up Benefit when the Statutory Benefit ceases and no further claim will be accepted or paid with respect to the Injury or Sickness that entitled the Covered Person to the Statutory Benefit. This is subject to Special Provision 5 below.
- If a Covered Person is entitled to receive Statutory Benefits as a result of engaging or participating in an Extreme Sport/Activity or as a result of an Off Road Motorcycling Accident We will only pay Top-Up Benefits subject to a Maximum Benefit Period of twenty-six (26) weeks.
5. If we are paying a Top-Up Benefit and the Covered Person surrenders, commutes, redeems or releases his or her claim or entitlement for Statutory Benefits (whether in whole or in part), the total amount of benefits under this Policy will reduce by the amount of payment to which the Covered Person would have been entitled or had the right to claim.
6. Benefits will be paid at the rate of one-seventh (1/7th) of the weekly benefit for each day of Disablement.
7. Benefits will be available with respect to Injury or Sickness first manifesting itself during a period of unpaid leave, provided that the unpaid leave was for a period no greater than 28 days and was both voluntary and authorised.
8. If a Covered Person is entitled to a Capital Benefit under Section E and, as a result of the same Accident, is also in receipt of weekly benefits under Section A, the Capital Benefit will only become payable after weekly benefits have ceased.
9. If We inadvertently pay a Covered Person in excess of their entitlement to weekly benefits under either Section A or Section B, We reserve the right to recover that overpayment, including by deducting the excess amount from any amounts subsequently payable under this Policy in respect of the same Accident or Sickness.
10. If a Covered Person suffers a recurrence of Total and/or Partial Disablement from the same or related cause or causes, the subsequent period of Total and/or Partial Disablement will be deemed to be a continuation of the prior period unless between such periods the Covered Person has worked on a full-time basis for at least six consecutive months performing all the duties of their usual occupation, in which case the subsequent period of Total and/or Partial Disablement shall be deemed to have resulted from a new Injury or Sickness and a new Waiting Period shall apply.
11. Benefits shall be payable fortnightly in arrears, or such other period as may be agreed from time to time and case to case, commencing at the end of the first fortnight after the Waiting Period.

12. We will be entitled to reduce the weekly benefits payable to a Covered Person if he or she is engaged in gainful work or occupation, except if the work or occupation existed prior to the disablement and it is not related to or replacing the work for which weekly benefits are being claimed under this Policy. The weekly benefit will be reduced by the amount that the combined total of the weekly benefit and the other earnings exceeds the average weekly "Income" (as defined in this Policy).
13. Weekly Benefits will be reduced by any other entitlements (including ACC), benefits or compensation the Covered Person is entitled to receive or entitled to claim for lost Income (whether a periodical payment, lump sum or otherwise, but not including any payment in respect of pain and suffering) from any other source as a result of the same condition.

If the Covered Person surrenders, commutes, redeems or releases such claim or entitlement (whether in whole or in part), or defers the payment of such claim or entitlement (including by adjusting the waiting period applicable under another policy of insurance), the total amount of benefits under this Policy will reduce by the amount of payment to which the Covered Person would have been entitled or had the right to claim. Entitlements (including ACC), benefits or entitlements received from other sources after Weekly Benefits have been paid under this Policy must be refunded by the Covered Person to Us.

If the Covered Person does not actively and continuously pursue all entitlements (including ACC), benefits, compensation or damages from all other sources in relation to lost Income, we will not pay Weekly Benefits to the Covered Person, unless the Covered Person provides us with evidence to our satisfaction that any such claims for entitlements (including ACC), benefits, compensation or damages do not have any reasonable prospect of success.

14. In the event that a Covered Person who is in receipt of a claim has their employment terminated by their Employer, We will continue to pay the claim subject to the continuation of the Total Disablement or Partial Disablement which first caused the claim, subject to the applicable Maximum Benefit Period.
15. If we become liable for any taxes or duties other than those already included in the agreed premium rate, We reserve the right to increase the rate to cover any increase in taxes or duties. If any taxes or duties are decreased We will decrease the agreed rate in line with any decrease in any taxes or duties.
16. We will not pay any benefit that, if paid, would result in Us contravening any applicable legislation (whether in New Zealand, Australia or overseas).

ADDITIONAL BENEFITS

1. Over 65

All sections of this policy cover persons 65 years of age or over, subject to the following:

1. the Maximum Benefit Period will be limited to 52 weeks under Section A and section B for all Covered Persons between 65 and 69 years of age (unless a shorter period applies as stated in the Policy or the Schedule),
2. the Maximum Benefit Period will be limited to 26 weeks under Section A and section B for all Covered Persons between 70 and 74 years of age (unless a shorter period applies as stated in the Policy or the Schedule),
3. if a Covered Person is on claim and receiving weekly benefits under Section A or B when he or she turns 65 or 70, weekly benefits will only continue for the Maximum Benefit Period stated in points 1 or 2 of this additional benefit, or until the applicable Maximum Benefit Period stated in the Policy is exhausted, whichever happens first,
4. the Policy will not cover persons 75 years of age or over and benefits shall not be payable beyond a person's 75th birthday,
5. no benefits are payable under Insured Events 7 or 8,

6. the benefit payable under Insured Events 6, 11 or 12 is limited to \$75,000.

2. Return to work assistance

In the event of the acceptance of a claim under Section A or B of this Policy, We will pay for the Covered Person to arrange for training or advice from a licensed vocational school. Assistance may also include family counselling to help the Covered Person and his or her family cope with the Covered Person's disability and to enable the Covered Person to live an independent life.

Assistance will only be considered if it is recommended by the Covered Person's Medical Practitioner. Assistance will not be available if it can be received from any other source. Further, We will not pay any benefit that, if paid, would constitute a breach of any law (whether in New Zealand, Australia or overseas).

The maximum amount payable by Us under this clause is \$25,000.

3. Rehabilitation assistance

In the event of the acceptance of a claim under Section A or Section B of this Policy, We will pay for the Covered Person to arrange for professional assistance to improve their physical and/or emotional condition. Assistance may also include special equipment for, and/or modifications to, the Covered Person's residence or workplace.

Assistance will only be considered if it is recommended by the Covered Person's Medical Practitioner. Assistance will not be available if it can be received from any other source. Further, We will not pay any benefit that, if paid, would constitute a breach of any law (whether in New Zealand, Australia or overseas).

The maximum amount payable by Us under this clause is \$25,000.

4. Funeral Expenses

In the event of the death of a Covered Person during the Policy Period, as a result of an Injury or a Specified Sickness, We will pay for the necessarily incurred expenses for the burial or cremation of the Covered Person, or the cost of returning the Covered Person's body or ashes to their country of residence, up to a maximum of \$10,000 per person.

For the purpose of this Funeral Expenses clause only, a Specified Sickness includes the following:

Specified Sickness	
1.	Cancer
2.	Ischemic heart diseases
3.	Cerebrovascular diseases
4.	Chronic lower respiratory diseases
5.	Diabetes
6.	Heart failure
7.	Diseases of the urinary system
8.	Influenza and pneumonia
9.	Cardiac arrhythmias
10.	Hypertensive diseases
11.	Liver disease
12.	Epilepsy

13.	Kidney disease
14.	Atherosclerosis
15.	Pulmonary heart disease
16.	Nonrheumatic valve disorders
17.	Cardiomyopathy
18.	Cardiac arrest
19.	Septicaemia
20.	Aortic Aneurysm
21.	Appendicitis, hernia and intestinal obstruction
22.	Infectious diseases

Further, for the purposes of this Funeral Expenses clause only, the definition of Covered Person is amended to read as follows, and not as stated in the wording:

COVERED PERSON means a person for whom Contributions have been paid by the Employer to You. You must remit the Contributions to Us as premium at:

- the date of the Covered Person's death, or
- the date of a Covered Person's Injury, or
- the date when a Covered Person is unable to continue to work due to a Specified Sickness.

Cover under this endorsement will begin at the commencement of the Policy Period or at 7.00 am on the Covered Person's first scheduled day of employment for which a Contribution is payable by the Employer, whichever is the later.

All cover under this endorsement will cease at the earliest of the following times:

- a) when this Policy is no longer in force;
- b) at midnight on the last day of employment for which a Contribution is payable by the Employer;
- c) when the Covered Person commences employment with another employer that is not required to pay Contributions; or
- d) otherwise when a Covered Person is no longer eligible for cover according to the terms and conditions of this insurance.

If Contributions have not been paid and are in arrears 3 months or less, any claim, regardless of the date of Injury or Specified Sickness or the commencement date of disablement, will not be considered until such time as all arrears of Contributions have been paid to You for that Covered Person. If Contributions are in arrears greater than 3 months then the person will be deemed to have ceased to be a Covered Person effective from the last day for which Contributions were validly received by You and no claim, regardless of the date of Injury or Specified Sickness or the commencement date of disablement, will be considered after that date unless We receive Your written instructions to the contrary.

5. Mental Disorders

Notwithstanding General Exclusion 10, weekly benefits will be payable for a Mental Disorder subject to the terms of this clause.

For consideration to be given the following criteria must be met:

1. the primary diagnosis causing Disablement is a diagnosed Mental Disorder ("the primary diagnosis"); and
2. the Covered Person is receiving treatment from a qualified and legally registered psychiatrist either voluntary or involuntary, as a result of the primary diagnosis and is following a treatment plan prescribed by the psychiatrist; and
3. the person had been a Covered Person under the Policy for a continuous period of 12 consecutive months immediately preceding the date of Disablement.

The following terms also apply:

- a) benefits will be paid for a maximum of thirteen (13) weeks for any one claim and in the aggregate for all claims per Covered Person during the Policy Period; and
- b) benefits will only commence after the Waiting Period; and
- c) benefits will not be payable for any period prior to receiving treatment from a qualified and legally registered psychiatrist; and
- d) hospitalization and/or rehabilitation and/or treatment solely due to substance abuse or dependency will not be covered unless the abuse or dependency is secondary to the primary diagnosis; and
- e) General Exclusion 5 will not apply to this clause to the extent that cover will be available even if the Covered Person's treatment is the result of intentional self-inflicted injury or suicide (or attempt at it); and
- f) General Exclusion 13 will not apply to this clause.

6. Emergency Home Help

If as a result of the occurrence of Insured Events 1 and/or 2 or Insured Events 3 and/or 4, a Covered Person is unable to carry out Domestic Duties that they personally carried out prior to the Total or Partial Disablement, We will pay for the cost of necessarily incurred Domestic Duties expenses up to a maximum of \$250 per week payable after the fourteenth (14th) consecutive day of treatment by a Medical Practitioner for an aggregate period not exceeding twenty-six (26) weeks.

Benefits will only be paid under this clause while benefits are also being paid under Sections A or B or Top Up Benefits under Special Provision 4.

The following extra conditions apply to this Additional Benefit:

1. child-minding services and domestic help must be carried out by persons other than members of the Covered Person's or the Covered Person's Spouse/Partner's immediate family or other relatives or persons permanently living with the Covered Person,
2. child-minding services and domestic help are to be certified in writing by a Medical Practitioner as being unable to be performed by the Covered Person, and
3. payment of Domestic Duties expenses that We have approved is subject to a tax invoice being rendered by the third-party provider of those services.

7. Chauffeur plan

On the occurrence of Insured Events 1 and/or 2 or Insured Event 3 and/or 4, We will reimburse the actual expenses incurred for the hire of a taxi or a chauffeur-driven car or other such costs necessarily incurred in maintaining the Covered Person's mobility to attend their scheduled medical or

rehabilitation appointments (provided those appointments are necessary as a result of the occurrence of the Insured Event) or to attend their place of work to perform work in a reduced capacity (provided such work is agreed, available and medically approved) up to an amount not exceeding \$1,000 per month for a maximum period not exceeding six (6) months. Benefits will only be paid under this clause while benefits are also being paid under Sections A or B or Top Up Benefits under Special Provision 4.

8. Domestic Duties assistance

In the event of a Covered Person's Spouse/Partner, who is not employed and performs full-time non-income earning Domestic Duties, suffering an Injury and/or Sickness and is unable to continue to carry out their ordinary Domestic Duties, We will pay for the cost of necessarily incurred Domestic Duties expenses up to a maximum of \$200 per week payable after the fourteenth (14th) consecutive day of treatment by a Medical Practitioner for an aggregate period not exceeding ten (10) weeks upon receipt of invoices for those Domestic Duties.

The following extra conditions apply to this Additional Benefit:

1. child-minding services and domestic help must be carried out by persons other than members of the Covered Person's or the Covered Person's Spouse/Partner's immediate family or other relatives or persons permanently living with the Covered Person,
2. child-minding services and domestic help are to be certified in writing by a Medical Practitioner as being unable to be performed by the Covered Person's Spouse/Partner,
3. payment of Domestic Duties expenses that We have approved is subject to a tax invoice being rendered by the third-party provider of those services.

9. Diabetes capital benefit

The following benefits will be payable to a Covered Person for an Insured Event listed below caused by or arising from diabetes (including any known symptoms or side effects) during the Policy Period:

Insured Event	Benefit Payable
Loss of Limb	\$10,000
Loss of sight in one eye	\$10,000

General Exclusion 13 will not apply to this clause to the extent that the benefit will be payable even if the Insured Event is caused by or arises from a Pre-Existing Condition.

Benefits will only be payable if the person had been a Covered Person under the policy for a continuous period of 12 consecutive months immediately preceding the date of the Insured Event.

Cover is limited to a lifetime maximum of one Insured Event per Covered Person.

For the purposes of this clause only, the following definition will apply:

LOSS OF LIMB means the entire limb between the shoulder and the wrist or between the hip and the ankle.

10. Diabetes weekly benefits

Notwithstanding General Exclusion 13, benefits will be payable under Section A or Section B of the Policy for an Insured Event directly caused by or arising from diabetes, subject to the Covered Person meeting the following criteria:

1. the person's diabetes had been diagnosed as stable for more than twelve (12) consecutive months immediately preceding 1st March 2020 or when a person became a Covered Person, whichever is the later; and
2. the person had not suffered any eye, kidney, nerve or vascular complications prior to 1st March 2020 or when a person became a Covered Person, whichever is the later; and
3. the person had not been hospitalised as a result of any condition caused by or arising from their diabetes in the twelve (12) months prior to 1st March 2020 or when a person became a Covered Person, whichever is the later; and
4. the Covered Person must demonstrate they regularly visit their Medical Practitioner for health checks and follow all necessary medical treatment and advice for their diabetes.

The following terms also apply:

- a) benefits will be paid for a maximum of thirteen (13) weeks for any one claim and in the aggregate for all claims per Covered Person; and
- b) benefits will not be paid if the Covered Person has already been paid the maximum benefit, as set out under clause (a) above, in any previously issued Protect Injury & Sickness Policy; and
- c) benefits will only commence after the Waiting Period.

11. Heart Attack and Stroke benefit

A benefit of \$10,000 will be payable to a Covered Person who suffers a Stroke or a Heart Attack during the Policy Period.

Only one benefit will be payable per Covered Person during the Policy Period. The benefit will not be payable if a benefit is payable in respect of the Covered Person under Section C.

For the purposes of this additional benefit:

STROKE means a cerebrovascular event producing a neurological condition or symptoms lasting at least 24 hours where there is clear evidence on a Computerised Tomography (CT), Magnetic Resonance Imaging (MRI) or similar scan that a Stroke has occurred and of:

- a) perished infarction of brain tissue;
- b) intracranial or subarachnoid haemorrhage; or
- c) embolisation (blood clot or air bubble) from an extracranial source.

A Stroke excludes Cerebral symptoms due to transient ischaemic attacks, reversible neurological deficit, migraine, cerebral injury resulting from trauma or hypoxia, disturbances of vision or balance due to disease of the eye, optic nerve or the vestibular apparatus of the ear.

HEART ATTACK means the death of a portion of the heart muscle because of inadequate blood supply to the relevant area. The diagnosis must be supported by diagnostic rise and/or fall of cardiac biomarkers with at least one value above the 99th percentile of the upper reference limit and at least one of the following:

- a) signs and symptoms of ischaemia consistent with acute myocardial infarction;
- b) ECG changes indicative of new ischaemia (new ST-T changes or new left bundle branch block [LBBB]);

- c) development of pathological Q waves in the ECG; or
- d) imaging evidence of new loss of viable myocardium or new regional wall motion abnormality. If the above tests are inconclusive, other appropriate and medically recognised tests will be considered or, if at least three months after the event the insured's left ventricular ejection fraction is less than 50%.

Heart Attack excludes a rise in biological markers because of an elective percutaneous procedure for coronary artery disease or other acute coronary syndromes including but not limited to angina pectoris.

GENERAL CONDITIONS

1. New Zealand Law

Your Policy is governed by the laws of New Zealand and any dispute or action in connection with Your Policy shall be conducted and determined by the courts of New Zealand.

The language of this policy and all communications relating to it will be in English.

2. Premium instalments

If a premium or an instalment of a premium becomes due for payment and:

- a) You fail to make the payment in the specified manner, or
- b) the payment is thirty days overdue, then

We will not pay any claim that first arises after the premium or instalment became due until the premium has been paid.

This condition applies as each and every premium or instalment of a premium becomes due and cannot be disregarded because We may have previously accepted an instalment after thirty days.

Notwithstanding any other provision of this Policy, if premiums remain in arrears for a further period of thirty days after We have notified You in writing of Your non-payment of premium then We may cancel this Policy immediately without further notice.

3. Cancellation and Cooling-off Provisions

(a) Cancellation by the Insured during Cooling-Off Period:

The Insured have the right to cancel the Policy by notifying Us (via ATC Insurance Solutions) in writing within fourteen (14) days of the date the Policy was issued to the Insured (Cooling-Off Period). The Insured is entitled, during the Cooling-Off Period, to a complete refund of the amount the Insured has paid for the Policy. If the Insured choose to cancel the Policy during the Cooling-Off Period, We will treat the Policy as never having existed.

The Insured is not entitled to a refund if, during the Cooling-Off Period, the Policy has already expired or if the Insured has made a claim under the Policy.

(b) Cancellation by the Insured after Cooling-Off Period:

The Policy may be cancelled by the Insured at any time by giving notice in writing to Us (via ATC Insurance Solutions). Such cancellation will be effective from the date upon which We physically receive your notice. Upon receipt of such notice the Insured will be entitled to a refund of premium on a proportional rate basis for that portion of the Policy not utilised, less any administration fees, imposed by Us, and any taxes or duties We are unable to recover;

(c) Cancellation by Us:

The Policy may be cancelled by Us if You fail to meet Your duty of disclosure to us, or fail to comply with Your Policy including failing to pay the premium, or You have made a fraudulent claim under Your Policy or any other insurance contract with Us or any other insurer. The Insured will be entitled to a pro rata refund of premium for that portion of the Policy not utilised less any administrative fees, imposed by Us, and any taxes or duties We are unable to recover.

Subject at all times to Us retaining any minimum Policy premium amount in force at the time of cancellation.

In the event that the Insured has made a claim or notification under the Policy, the Insured will not be entitled to a pro-rata refund for any unused portion of the premium.

4. Fraud

Any fraudulent mis-statement or non-disclosure by You or a Covered Person in relation to any matter affecting this insurance or in connection with the making of any claim under it will give Us the right to reduce or refuse payment of any claim or to cancel or avoid the Policy.

5. Non-Imputation

Failure by You or a Covered Person to comply with any terms and conditions of this Policy will not prejudice the right of any other party to indemnity under this Policy. However, indemnity is only provided to You or a Covered Person who is innocent of and had no prior knowledge of such failure. A party will as soon as practicable after becoming aware of the failure advise Us (via ATC Insurance Solutions) in writing of all relevant facts.

6. Clerical error

Any clerical error by any of the parties to this insurance shall not invalidate it.

7. Subrogation

- a) If We make weekly payments under the Policy to a Covered Person, to the extent the Covered Person may have a cause of action for damages against any other person arising out of the Insured Event giving rise to indemnity under this Policy, We retain the right of subrogation and repayment by way of an action to be brought in the name of the Covered Person against the third party. Both You and the Covered Person must provide reasonable assistance to Us in pursuing any such rights.
- b) If the Covered Person brings a claim for damages in their own name against another person arising out of the Insured Event giving rise to indemnity under this Policy and the Covered Person is successful in recovering damages against the other person then the Covered Person will repay to Us out of any such award of damages any sum awarded for loss of income or economic loss for the same period during which the Covered Person received benefits under this policy. We will provide reasonable cooperation to the Covered Person or their legal advisers in bringing any such action.

8. Previous Cover

Where a Covered Person was covered by Previous Cover (as defined below) at the commencement of their cover under this Policy, We will pay weekly benefits in accordance with the terms below for disablement during the Policy Period for any Injury or Sickness that first declared itself during the period of the Previous Cover provided that:

- i. the Total or Partial Disablement commences during the Policy Period and when the Covered Person is covered by this Policy; and

- ii. the Covered Person had been continuously insured without interruption by the Previous Cover and this Policy between the date the Injury or Sickness first declared itself and the date of Total or Partial Disablement; and
- iii. the Injury or Sickness is not a Pre-Existing Condition prior to the Previous Cover; and
- iv. the Covered Person is not entitled to any loss-of-income-related benefits under the Previous Cover or any other insurance policy with respect to the same Injury or Sickness.

The following terms apply:

- a) We will pay weekly benefits under Section A and B (including Top Up Benefits) specified in the Schedule or the weekly benefits specified under the Previous Cover, whichever is the lesser; and
- b) We will pay weekly benefits up to the Maximum Benefit Period specified in the Schedule or the maximum benefit period specified under the Previous Cover, whichever is the lesser; and
- c) Weekly benefits will only be payable after the Waiting Period specified in the Schedule or the waiting period specified under the Previous Cover, whichever is greater.

"Previous Cover" means a previous policy of insurance or self-insurance scheme that covered the Covered Person and which this Policy directly replaces and which covered the Covered Person at its expiry date so that the Covered Person has been continuously insured by the Previous Cover and this Policy.

However, if a Covered Person had received weekly benefits for disablement for a period of at least six months while covered under the Previous Cover, the Maximum Benefit Period under this Policy will be reduced by the previous period for which benefits were received if they were paid for the same or a related condition.

9. Several Liability Notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

10. Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall 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 that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Australia, New Zealand, United Kingdom or United States of America.

11. Cyber Risks

Any benefits for Injury or Sickness caused by or arising out of a Cyber Act or a Cyber Incident are payable, subject to the terms, conditions, limitations and exclusions of this policy.

12. Third Party Rights

Subject to any rights a beneficiary may have pursuant to the *Contract and Commercial Law Act 2017*, no third party will be able to enforce any rights under this Policy.

CLAIMS CONDITIONS

1. Claim procedures

- a) To make a claim for benefits under this Policy a Covered Person must send a completed claim form to ATC as follows:

ATC Insurance Solutions Pty Ltd
Level 4, 451 Little Bourke Street
Melbourne Vic 3000
Australia

You may also wish to send Your forms to ATC by email at info@atcis.com.au.

Claim forms can be obtained from ATC's website (www.atcis.com.au) or upon request by telephoning ATC on +61 (3) 9258 1777.

- b) At their expense, the Covered Person must provide ATC with all certificates and evidence required by Us (including the completed claim form) to enable Us to assess Our liability for the claim. This information must be received by ATC within 90 days after the Insured Event. Any failure to supply this information within this period will not invalidate or prejudice the claim if it was not reasonably possible to do so, provided that it is supplied to ATC as soon as is reasonably possible and in no event (except in the absence of legal capacity) no later than 12 calendar months from the date of the Insured Event.
- c) In order to assess a claim and ongoing benefits a Covered Person will submit to medical examination at Our expense as often as is reasonably required.

2. Time of payment of claim

Subject to Special Provision 8, benefits other than periodic payments will be paid upon receipt of due written proof of the claim. Periodic payments will be paid fortnightly in arrears, or such other period as may be agreed from time to time and case to case, commencing at the end of the first fortnight after the Waiting Period.