Personal Cover - Life Cover

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)**.

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).

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

Shall mean 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 diagnoses made outside New Zealand, this definition covers any appropriately qualified medical professional approved by **Us**. This definition excludes any person who is himself/herself the **Life Assured**, the **Policy Owner**, the spouse, de facto spouse, **Civil Union** partner, lineal relative, or business partner/associate of the **Life Assured** or **Policy Owner**.

Policy

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

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

Policy Anniversary Date

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

Policy Commencement Date

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

Policy Owner

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

Policy Schedule

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

Policy Year

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

Premium

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

Premium Guarantee Period

Means the period of time specified in **Your Policy Schedule** during which the **Premium Rates** applicable to **Your Policy** are guaranteed not to increase other than for any taxation or legislation changes that may affect the life insurance industry in New Zealand.

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**.

Registered Medical Specialist

A medical specialist in an appropriate discipline who is a member of a recognised specialist college and vocationally registered with the Medical Council of New Zealand in that speciality. This excludes general practitioners (who are considered to be registered medical practitioners). For diagnoses made outside New Zealand, this definition covers any appropriately qualified medical professional approved by **Us**. This definition excludes any person who is himself/herself the **Life Assured**, the **Policy Owner**, the spouse, de facto spouse, Civil Union partner, lineal relative, or business partner/associate of the **Life Assured** or **Policy Owner**.

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 - LIFE COVER 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, You have a legal duty of disclosure to AIA New Zealand. This means that: All the statements that You make to AIA New Zealand (both written and oral) including the answers in: a. the application; b. any claim made by You; c. any other communication by You with AIA New Zealand; must be true and correct; and You must disclose everything that You 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; and b. if AIA New Zealand accepts Your application then on what terms AIA New Zealand will accept it and how much it will cost; or c. to accept Your claim on the insurance Policy. This duty of disclosure 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 AIA New Zealand declines Your application for insurance.
			Zealand at the time that You extend, vary or reinstate Your insurance, and at any time when You make a claim on the Policy of insurance or otherwise communicate with AIA New Zealand.
			 IMPORTANT If You do not comply with Your duty of disclosure, and AIA New Zealand would not have accepted Your application for insurance on the same terms or at the same Premium if You had made full disclosure, then AIA New Zealand may at its discretion do any or all of the following: Decline any claim that You make; Alter the terms of any Benefits under the Policy; Remove any Benefits under the Policy; Void Your insurance from inception; Retain all Premiums, policy fees and recover any Benefits paid; Terminate this Policy. If You are not sure whether You are to disclose a particular fact, please ask AIA New Zealand or Your insurance adviser.
		В	If the age of the Life Assured was misstated in the Application the amount payable under this Policy will be such as the Premiums would have purchased on the basis of the correct age.

PREMIUM RATES	3	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 Life Cover policies and to apply the reviewed rates and fees to this Policy at the commencement of the next Premium Guarantee Period .
PREMIUM PAYMENTS	4	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 .
		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.
POLICY FEE	5	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.
PERIOD OF ASSURANCE	6	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 .
		 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: 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.
		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.
SUICIDE	7	This Policy will terminate and We shall not be liable to pay the Sum Assured if the Life Assured , whether sane or insane, dies by his or her own hand within thirteen (13) months after the Policy Commencement Date or the date of last reinstatement or increase. This clause applies separately to each Benefit or increase (other than Consumer Price Index Increases) of this Policy .
TERMINATION	8 A B C	Unless previously terminated, this Policy shall terminate on the earliest of: The anniversary of the Policy Commencement Date following the Life Assured attaining age One Hundred (100). Payment of the Life Cover Benefit due to Terminal Illness in accordance with Clause 8 "Terminal Illness Benefit" under Section C of this Policy . Written notification of cancellation from You to Us at any time.

		D E	Non-payment of Total Premium as set out in Clause 6 "Period of Assurance" above. The death of the Life Assured .
SETTLEMENT OF BENEFITS	9		When the Life Assured dies We will pay You the amount of interest to which You would be entitled under any legislation in force governing payment of interest under life insurance policies.
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		 This Policy is the entire contract of insurance between You and AIA New Zealand. It comprises the following parts: 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.
DEATH BENEFITS PAYABLE WHERE MORE THAN ONE (1) LIFE ASSURED	14		If there is more than one (1) Life Assured shown on the Policy Schedule, We will pay the Life Cover Benefits for each Life Assured. The amount of the Benefit payable will be the Sum Assured payable for that person under this Policy. The Life Cover Benefit will end when all Assured Lives have died, and to the extent a Life Cover Benefit is payable in respect to each of them, that Benefit has been paid.
GENERAL	15	A B C	 This Policy does not participate in bonus distributions or acquire a cash surrender, loan or maturity value. 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. Your life insurance Policy is part of the AIA New Zealand Statutory Fund, effective 1st September 2013. This is a requirement under the Insurance (Prudential Supervision) Act 2010, for policyholder protection.
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 CITY 0752

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

SECTION C - LIFE COVER BENEFITS

BENEFIT		A	If the Life Assured dies We will pay the current Life Cover Benefit Sum Assured provided that: The Life Assured dies before the Policy terminates as detailed under Clause 8 "Termination" under Section B above; and The Life Cover Benefit Total Premium has been paid. The maximum Life Cover Benefit that We will pay per Life Assured is \$16,000,000 irrespective of the number of Policies held.
PREMIUM	2		The Life Cover Premium specified in the Policy Schedule will be recalculated at the expiration of the selected Premium Guarantee Period specified in the Policy Schedule , and of each succeeding Premium Guarantee Period , based on the age at the next birthday of the Life Assured. If Your Policy Schedule shows that You have selected one of the Level Premium Guarantee Period options the Life Cover Premium will remain level until the Level Premium Guarantee Period shown in the Policy Schedule ends.
			At the end of the selected Level Premium Guarantee Period the Premium will be recalculated to a Premium based on the age of the Life Assured .
			Subsequent Level Premium Guarantee Periods will be recalculated at each Policy Anniversary Date based on the age of the Life Assured .
			Or If the Policy Schedule shows that you have selected a one (1) Year Premium Step option, Your Life Cover 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.
INFLATION ADJUSTED BENEFIT OPTION	3		If the Policy Schedule shows that You have selected the Inflation Adjusted Benefit option, the Life Cover 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 . This option expires upon termination of the Policy in accordance with Clause 8 "Termination", Section B. This option will cease once the maximum total Sum Assured of \$16,000,000 has been reached.
LEVEL BENEFIT OPTION	4		If the Policy Schedule shows that You have selected the Level Benefit option, the Life Cover Benefit will remain at the amount specified on the Policy Schedule .
LEVEL INDEXED BENEFIT OPTION	5		If the Policy Schedule shows that You have selected the Level Indexed Benefit option, the Life Cover Benefit will increase on each anniversary of the Policy Commencement Date by the percentage amount shown on the Policy Schedule .

		This option expires upon termination of the Policy in accordance with Clause 8 "Termination", Section B. This option will cease once the maximum total Sum Assured of \$16,000,000 has been reached. This Benefit will expire on the Policy Anniversary Date after the Life Assured reaches seventy (70) years old.
FUTURE INSURABILITY OPTION	6 A B C	 This option is available to You if it is specified on the Policy Schedule. You may increase the Life Cover Benefit without further medical or financial evidence on the Policy Anniversary Date of the Policy by the lesser of: 20% per annum of the original Life Cover Sum Assured; or 20% per annum of the current Life Cover Sum Assured; or \$250,000. You must make such increases in writing within 90 days of the Policy Anniversary Date(s). The Life Cover 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, and will be subject to any loading or restrictions (if any) which may apply to this Policy. The maximum total increases per Life Assured under this option are limited to the lesser of one (1) times of the original Life Cover Sum Assured or \$1,000,000. You may make no more than five (5) such increase; and No increase may be made after the fifty-fifth (55th) birthday of the Life Assured.
RENEWAL	7	The Life Cover Benefit may be renewed up to the anniversary of the Policy Commencement Date following the Life Assured attaining age One Hundred (100).
TERMINAL ILLNESS BENEFIT	8	Should the Life Assured be diagnosed by a Registered Medical Specialist as having an illness which is likely to result in the death of the Life Assured within twelve (12) months of diagnosis, a lump sum up to the amount of the Life Cover Benefit will be paid. The Life Cover Benefit will be reduced by the amount of payment made. 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.
TERMINAL ILLNESS BOOSTER BENEFIT OPTION	9	If the Policy Schedule shows that You have selected the Terminal Illness Booster Benefit option, should the Life Assured be diagnosed by a Registered Medical Specialist a s having an illness which is likely to result in the death of the Life Assured within twelve (12) months of diagnosis, and have survived thirty (30) days after diagnosis, a lump-sum amount of 50% of the Life Cover Benefit will be paid, subject to a maximum payment of \$250,000.
		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 .

SPECIAL EVENTS 10 INCREASE

You may at any time prior to the Life Assured reaching age sixtynine (69) increase the Sum Assured for the Life Cover 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 Life Cover Benefit with a Premium loading of over 100% (Medical condition exclusions each amount to a 50% Premium loading. Avocational exclusions do not incur a Premium loading); and/or
- b) Has made a claim or is eligible to claim under any Disability Income, 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 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, 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
 - 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, selfemployed 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

L

J

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**.

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**.

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**.

Upon receiving written notification acceptable to **Us** that the **Life Assured** has died, **We** will immediately pay a lump sum of \$15,000 (or the Life Cover **Benefit**, whichever is the lesser) to the **Policy Owner**. This Funeral **Benefit** will be treated as an early payment of the Life Cover **Benefit**. The Life Cover **Benefit** will then be reduced by the amount paid. If **You** have more than one (1) Life Cover **Benefit** the Funeral **Benefit** payment will only be paid on one (1) of those Life Cover **Benefits**. Payment of the Funeral **Benefit** does not indicate **Our** acceptance of the claim on the Life Cover **Policy**.

FUNERAL BENEFIT 11

FINANCIAL PLANNING AND LEGAL BENEFIT	12		Upon payment of the Life Cover Benefit or Terminal Illness Benefit , We will pay an additional lump sum of \$750 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	13	A B	You may at any time prior to the Life Assured reaching age sixty five (65): Convert all or part of the Life Cover Benefit from the Premium specified in Your Policy Schedule to a Level Premium structure. The Life Cover Benefit under this Policy will be reduced by the amount of insurance so converted; or 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 to Your existing Life Cover Benefit will apply to Your new Life Cover Benefit.
GUARANTEED PASS BACK OF BENEFIT ENHANCEMENTS	14		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. 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. Any underwriting exclusion or special terms that apply to this Policy will not be altered by any enhanced benefit, feature and/or condition. This Benefit is to ensure that You are not 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.
SUSPENSION OF PREMIUM BENEFIT	15		 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 months has elapsed (whichever is sooner). Valid reasons for the Suspension of Premium Benefit are listed below: Employer approved leave without pay; or Overseas travel; or Employer approved parental leave; or Tertiary Education; or Any other event AIA agrees to, as its sole discretion. Whilst this Benefit is in force no claim is payable by Us to You under this Policy. When Premium payments resume, no claim will be considered in respect of any events, symptom or condition 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.

Whilst this **Benefit** is in force, **We** will automatically provide you with complimentary Accidental Death Cover of up to \$100,000 or the **Sum Assured** of **Your** existing Life Cover **Benefit** (whichever is the lesser). If **You** have more than one Life Cover **Benefit** with **Us** the Accidental Death **Benefit** will be paid only once and **We** will use the highest **Sum Assured** when calculating the Accidental Death **Benefit**.

(INSIGHT 30.0.0) - 14 August 2017)