## Assurance Extra Protection Benefit Sheet Mortgage Repayment Cover

#### 1. Lives Assured

The **Lives Assured** who are covered by this Mortgage Repayment Cover are detailed in the **Policy Schedule**. All references to **Life Assured** or **Lives Assured** in this Mortgage Repayment Cover Protection Benefit Sheet refer only to that person or those people. The Mortgage Repayment Cover sum(s) insured and any optional benefits that apply to those **Lives Assured** are detailed in the **Policy Schedule**.

## 2. Total Disability Benefit

#### 2.1 Total Disability Benefit Payable

If the Mortgage Repayment Cover sum insured detailed in the **Policy Schedule** is less than or equal to \$7,500, the amount of Total Disability Benefit payable is the Mortgage Repayment Cover sum insured detailed in the **Policy Schedule**.

If the Mortgage Repayment Cover sum insured detailed in the **Policy** Schedule is greater than \$7,500, the amount of Total Disability Benefit payable is reduced by the amount of any income (net of tax) or benefit (net of tax) being received, or entitled to be received, by the **Life Assured**, from any persons or organisations (e.g. ACC) other than **OnePath**, as a result of the same disability, but excluding any sick leave or welfare payments being received or entitled to be received by the **Life Assured**, provided that the Total Disability Benefit payable shall not be less than \$7,500.

The Total Disability Benefit is payable monthly in advance from the end of the **Waiting Period**.

## 2.2 Total Disability Benefit Criteria

The Total Disability Benefit is payable if, while this policy is in force, the **Life Assured** is:

- totally disabled for at least fourteen (14) consecutive days within the Waiting Period; and
- either totally disabled or partially disabled continuously during the balance of the Waiting Period; and
- totally disabled either:
  - at the end of the Waiting Period; or
  - after a period of partial disability after the end of the **Waiting Period**;

and **OnePath** has accepted the claim.

For the purposes of this Mortgage Repayment Cover, the definition of totally disabled or total disability is dependent on the **Life Assured**'s applicable **Occupation Class**.

## For Occupation Classes 1 - 4

For the purposes of this Mortgage Repayment Cover, a **Life Assured** is totally disabled or meets the total disability criteria where as a result of **Illness** or **Injury**, the **Life Assured** is:

- continuously unable to perform at least one (1) of the duties of the Life
   Assured's Pre-disability Occupation which is necessary to produce Pre-disability Income; and
- not working in any **Gainful Occupation** in any capacity.

For the purposes of the above definition, one (1) of the duties of the **Life Assured**'s **Pre-disability Occupation** necessary to produce **Pre-disability Income** is defined as an income producing duty that generates twenty percent (20%) or more of the **Life Assured**'s **Pre-disability Income**.

The **Life Assured** must be under the regular care of, and be following the advice and treatment of, an appropriate registered medical practitioner approved by **OnePath**. The diagnosis of the total disability must be made by an appropriate registered medical practitioner approved by **OnePath** and must confirm, in **OnePath**'s opinion, that the **Life Assured** meets the definition of totally disabled or total disability.

#### For Occupation Class 5

For the purposes of this Mortgage Repayment Cover, a **Life Assured** is totally disabled or meets the total disability criteria where as a result of **Illness** or **Injury**, the **Life Assured** is either;

- continuously confined, under medical supervision, to a medical institution or home and is unable to carry out at least two (2) of the **Activities of Daily Living** without the physical assistance of another adult person; or
- continuously unable to perform three (3) of the Normal Domestic Duties
  unassisted by another adult person and immediately prior to the total disability,
  the Life Assured has been engaged in Normal Domestic Duties in their own
  residence for more than twelve (12) consecutive months. A Life Assured who is
  actively seeking employment or is performing less than full time unpaid domestic
  duties will not qualify under this definition.

The **Life Assured** must be under the regular care of, and be following the advice and treatment of, an appropriate registered medical practitioner approved by **OnePath**. The diagnosis of the total disability must be made by an appropriate registered medical practitioner approved by **OnePath** and must confirm, in **OnePath**'s opinion, that the **Life Assured** meets the definition of totally disabled or total disability.

# 2.3 <u>Total disability while unemployed or on leave without pay for twelve (12) months or less</u>

Only those **Lives Assured** in **Occupation Class** 1, 2, 3 or 4 are entitled to make a claim under this clause.

If the total disability occurs while the **Life Assured** has been either:

- unemployed; or
- on a period of employer approved leave without pay from their Pre-disability Occupation;

for twelve (12) consecutive months or less immediately prior to the time of disablement, then total disability means the same as if the **Life Assured** had become totally disabled immediately before becoming unemployed or on leave without pay.

## 2.4 <u>Total disability while unemployed or on leave without pay for more than</u> twelve (12) months

Only those **Lives Assured** in **Occupation Class** 1, 2, 3 or 4 are entitled to make a claim under this clause.

If the total disability occurs while the **Life Assured** has been either:

- unemployed; or
- on a period of employer approved leave without pay from their Pre-disability Occupation;

for more than twelve (12) consecutive months immediately prior to the time of disablement, then total disability means as a result of total disability caused by **Illness** or **Injury**:

- a Life Assured is continuously unable to perform any Gainful Occupation that the Life Assured is reasonably suited to by way of education, training or experience, and
- the Life Assured is not working in any Gainful Occupation.

## 2.5 Payment Period for the Total Disability Benefit

The Total Disability Benefit payments end on the earliest of:

- the **Life Assured** no longer being totally disabled; or
- the end of the Payment Term; or
- the end of the Mortgage Repayment Cover Cover Term; or
- the death of the Life Assured.

## 3. Partial Disability Benefit

Only those **Lives Assured** in **Occupation Class** 1, 2, 3 or 4 are entitled make a claim under the Partial Disability Benefit.

#### 3.1 Partial Disability Benefit Payable

The amount payable under the Partial Disability Benefit is a portion of the monthly Mortgage Repayment Cover sum insured as detailed in the **Policy Schedule** less any applicable offsets on Mortgage Repayment Cover sums insured greater than \$7,500.

The portion payable takes into account the number of hours per week that the **Life Assured** is able to work while partially disabled and the average number of hours per week that the **Life Assured** worked in the three (3) consecutive months immediately prior to becoming totally disabled.

If the **Life Assured** has worked for more than forty (40) hours per week on average in the three (3) consecutive months immediately prior to becoming totally disabled, then the **Life Assured** is deemed to have worked for forty (40) hours per week predisability, for the purposes of the partial disability calculation.

The **Life Assured**'s work capacity while partially disabled is determined by **OnePath** on the basis of medical certification or demonstrated ability acceptable to **OnePath**.

For example, if a **Life Assured** is able to work twenty (20) hours per week while partially disabled and was working forty (40) hours per week on average in the three (3) consecutive months immediately prior to becoming disabled, then the percentage payment is fifty percent (50%) of the Mortgage Repayment Cover sum insured.

The amount payable (before deduction of any offsets on a Mortgage Repayment Cover sum insured greater than \$7,500) is calculated as:

Mortgage Repayment Cover sum insured x (1 – (hours worked per week while partially disabled / hours worked per week on average in the three (3) consecutive months prior to total disability)).

If the amount calculated in accordance with the formula above is more than \$7,500, the amount payable will be reduced by the amount of any income (net of tax) or benefit (net of tax) being received, or entitled to be received, by the **Life Assured**, from any persons or organisations (e.g. ACC) other than **OnePath**, as a result of the same disability, but excluding any sick leave or welfare payments being received or entitled to be received by the **Life Assured**, provided that the amount payable shall not be less than \$7,500.

The Partial Disability Benefit is payable monthly in advance.

## 3.2 Partial Disability Benefit Criteria

The Partial Disability Benefit is payable if, while this policy is in force a Life Assured:

- has been totally disabled for at least seven (7) consecutive days; and
- is either totally disabled or partially disabled continuously during the balance of the Waiting Period; and
- is partially disabled either:
  - at the end of the Waiting Period; or
  - after a period of total disability after the end of the **Waiting Period**;

and **OnePath** has accepted the claim.

For the purposes of this Mortgage Repayment Cover, a **Life Assured** is partially disabled or meets the partial disability criteria where as a result of **Illness** or **Injury**:

- the Life Assured returns to work at a reduced capacity (the hours worked per week while partially disabled are seventy-five percent (75%) or less of the hours worked per week in the three (3) consecutive months immediately prior to being totally disabled); and
- the Life Assured's partial disability is solely due to the same Illness or Injury
  which caused the Life Assured to be previously totally disabled.

The **Life Assured** must be under the regular care of, and be following the advice and treatment of, an appropriate registered medical practitioner approved by **OnePath**. The diagnosis of the partial disability must be made by an appropriate registered medical practitioner approved by **OnePath** and must confirm, in **OnePath**'s opinion, that the **Life Assured** meets the definition of partially disabled or partial disability.

## 3.3 Partial disability while unemployed or on leave without pay

If the partial disability occurs while the **Life Assured** has been either:

- unemployed; or
- on a period of employer approved leave without pay from their Pre-disability Occupation;

for twelve (12) consecutive months or less immediately prior to the time of disablement then partial disability means the same as if the **Life Assured** had become partially disabled immediately before becoming unemployed or going on leave without pay.

No Partial Disability Benefit is payable if the **Life Assured** becomes partially disabled while unemployed or on leave without pay for more than twelve (12) months.

## 3.4 Payment Period for Partial Disability Benefit

The Partial Disability Benefit payments end on the earliest of:

- the Life Assured no longer being partially disabled; or
- the end of the Payment Term; or
- the end of the Mortgage Repayment Cover Cover Term; or
- the death of the Life Assured.

#### 4. Life Events Benefit

#### **Outstanding Mortgage Debt**

If the Mortgage Repayment Cover was issued to provide cover for a **Life Assured**'s **Outstanding Mortgage Debt**, the Mortgage Repayment Cover sum insured in respect of that **Life Assured** may be increased without further evidence of health if **OnePath** is satisfied that the **Life Assured** requires additional or increased mortgage lending for the sole purpose of one (1) or more of the following:

- increasing the amount borrowed under an existing residential mortgage;
- purchasing a new home which the **Life Assured** will reside in;
- purchasing a holiday home;
- purchasing a bare block of land zoned as residential:
- meeting any increase in monthly mortgage repayment obligations as a result of the most recent rise in the interest rate on the **Life Assured**'s residential mortgage.

The maximum increase in Mortgage Repayment Cover per event under this Life Events Benefit in relation to increased or additional mortgage lending is the lesser of:

- \$1,500 per month; or
- the amount of any additional or increased mortgage repayments resulting from an increase in the amount borrowed on the **Life Assured**'s mortgage; or
- where an increase in the interest rate on the Life Assured's residential mortgage leads to an increase in the amount of the monthly mortgage repayment obligations, the Mortgage Repayment Cover increase is calculated as:

the Mortgage Repayment Cover sum insured multiplied by (the increased monthly mortgage repayment obligation as a result of the most recent interest rate increase divided by the monthly mortgage repayment obligation immediately prior to the most recent interest rate increase).

For example, if the Mortgage Repayment sum insured is \$2,000 and the mortgage repayments increased from \$2,500 to \$3,000 as a result of the most recent interest rate increase, then the new Mortgage Repayment sum insured =  $$2,000 \times ($3,000 \div $2,500)$ .

#### **Rental Obligations**

If the Mortgage Repayment Cover was issued to provide cover for a **Life Assured**'s residential rental obligations, the Mortgage Repayment Cover sum insured in respect of that **Life Assured** may be increased without further evidence of health if **OnePath** is satisfied that the **Life Assured**'s rental obligations in relation to the home in which they predominantly reside have increased.

The maximum increase in Mortgage Repayment Cover per event under this Life Events Benefit in relation to an increase in residential rental obligations is the lesser of:

• \$1,500 per month; or

• the amount of increase in the **Life Assured**'s rental obligations in relation to the home in which they predominantly reside.

In order to increase the Mortgage Repayment Cover under this Life Events Benefit, **OnePath** must receive a written request signed by the **Policy Owner**(s) within either:

- one hundred and eighty (180) days of one of the above events occurring, or
- within sixty (60) days of the **Anniversary Date** after one of the above events occurring.

The signed written request must be accompanied by evidence of the applicable event.

The acceptance terms that will apply to the Mortgage Repayment Cover you have increased under this Life Events Benefit is the same as:

- the most recent assessment terms that were applied to the Mortgage Repayment Cover; or
- the most recent assessment terms that were applied to any application for a Mortgage Repayment Cover increase, whether such increase was accepted or not,

whichever applied most recently.

The maximum total increase under this Life Events Benefit per **Life Assured** during the term of the policy is limited to seventy-five percent (75%) of the Mortgage Repayment Cover **Original Sum Insured**.

The Life Events Benefit cannot be exercised if the **Life Assured** has made, or is entitled to make a claim under this Mortgage Repayment Cover.

If the Mortgage Repayment Cover is increased under the Life Events Benefit then the **Protection Premium** and **Total Premium** will increase accordingly on the effective date of the increase.

This Life Events Benefit expires on the **Life Assured**'s fifty-fifth (55<sup>th</sup>) birthday.

## 5. Recurrent Disability Benefit

If, while the policy is in force, a **Life Assured** suffers a recurrence of an **Illness** or **Injury** causing a total or partial disability within twelve (12) consecutive months of the end of a claim for that same **Illness** or **Injury**, then, if **OnePath** has accepted the claim, the **Waiting Period** for the new claim is waived.

Notwithstanding the above, in order for the **Waiting Period** to be waived, any recurrence of an **Illness** or **Injury** causing total or partial disability must occur within six (6) consecutive months of the end of a claim for that same **Illness** or **Injury** if:

- the Payment Term detailed in the Policy Schedule is two (2) years; or
- the **Payment Term** detailed in the **Policy Schedule** is five (5) years; or
- there are any **Payment Term** restrictions which have been applied to this policy.

This recurrent total or partial disability is considered a continuation of the original claim for the purposes of determining the duration of the **Payment Term**.

## 6. Optional Mortgage Deluxe

The benefits under this Optional Mortgage Deluxe are only available if Optional Mortgage Deluxe is shown in the **Policy Schedule**.

If you have chosen the Optional Mortgage Deluxe, **OnePath** will assess your claim under this clause and the standard terms of this Mortgage Repayment Cover. You can only receive payment for each claim once.

The Optional Mortgage Deluxe provides you with the following benefits:

#### 6.1 Total Disability Definition

For the purposes of this Optional Mortgage Deluxe, **Lives Assured** in Occupation Classes 1-4 under Clause 2.2 (Total Disability Benefit Criteria) are entitled to be assessed under the following alternative definition:

#### For Occupation Classes 1-4

For the purposes of this Mortgage Repayment Cover, a **Life Assured** is totally disabled or meets the total disability criteria where, as a result of **Illness** or **Injury**, the **Life Assured** is unable to perform the **Life Assured**'s **Pre-disability Occupation** for more than ten (10) hours per week and is not working more than ten (10) hours per week in any **Gainful Occupation**.

The **Life Assured** must be under the regular care of, and be following the advice and treatment of, an appropriate registered medical practitioner approved by **OnePath**, The diagnosis of the total disability must be made by an appropriate registered medical practitioner approved by **OnePath**, and must confirm, in **OnePath**'s opinion, that the **Life Assured** meets the definition of totally disabled or total disability.

The relevant total disability definition applied at the time of initial claim assessment is applied for the duration of that claim.

#### 6.2 Partial Payment Bonus Benefit

Only those **Lives Assured** in **Occupation Class** 1, 2, 3 or 4 are entitled to make a claim under the Partial Payment Bonus.

A Partial Payment Bonus Benefit is payable if, while this policy is in force, the **Life Assured** has received at least one (1) month's Total Disability Benefit and then returns to work in a partial capacity, the **Life Assured** is entitled to a partial disability bonus of twenty-five percent (25%) of the Partial Disability Benefit, for a maximum of twelve (12) months, provided that:

- the **Life Assured** remains partially disabled; and
- the sum of the Partial Payment Bonus Benefit and Partial Disability Benefit does not exceed the monthly Mortgage Repayment Cover sum insured specified in the Policy Schedule.

#### **6.3** <u>Bed Confinement Benefit</u>

A Bed Confinement Benefit is payable if, as a result of a total disability while the policy is in force, a **Life Assured**:

- is admitted to a registered hospital or confined to bed at home; and
- is, during such admission or confinement, under the daily supervision of an appropriate registered medical practitioner approved by **OnePath** for a period of greater than three (3) consecutive nights;

and OnePath has accepted the claim.

The daily amount payable is the equivalent of one thirtieth  $(1/30^{th})$  of the monthly Mortgage Repayment Cover sum insured as detailed in the **Policy Schedule**. This amount is payable from the first  $(1^{st})$  night of bed confinement or admittance to a registered hospital until the earlier of:

- the date on which the **Life Assured** is no longer hospitalised; or
- the date on which the **Life Assured** is no longer confined to bed at home; or
- the date that the end of the **Waiting Period** is reached.

#### 6.4 Bereavement Support Benefit

A Bereavement Support Benefit is payable if, while this policy is in force, the **Life Assured** dies or is diagnosed by an appropriate registered medical practitioner approved by **OnePath** with an **Illness** or **Injury**, which is likely to result in the death of that **Life Assured** within the following twelve (12) consecutive months, **OnePath** will pay three (3) times the monthly Mortgage Repayment Cover sum insured specified in the **Policy Schedule** as a Bereavement Support Benefit.

The Bereavement Support Benefit is only payable once during the **Cover Term**.

#### 6.5 Vocational Retraining and Rehabilitation Benefit

If, while a claim is payable under the Total Disability Benefit or the Partial Disability Benefit the **Life Assured** believes a particular rehabilitation measure or vocational retraining programme will assist the **Life Assured** to regain their pre-disability function or re-enter the workforce and **OnePath** agrees, then **OnePath** may, at its sole discretion, pay for the rehabilitation measure or the vocational retraining programme.

The Vocational Retraining and Rehabilitation Benefit payable is the lesser of:

- the actual cost incurred for the rehabilitation measure or retraining programme; or
- twenty-four (24) times the monthly Mortgage Repayment Cover sum insured detailed in the **Policy Schedule**.

**OnePath** is not required to make a payment under this Vocational Retaining and Rehabilitation Benefit unless **OnePath** has communicated in writing its agreement to meet the vocational retraining or rehabilitation costs prior to those costs being incurred.

## 6.6 Recovery Support Benefit

A Recovery Support Benefit as described below is payable if, while this policy is in force, the **Life Assured** is totally or partially disabled and requires assistance with the costs of purchasing specialised equipment, and **OnePath** has accepted the claim.

The specialised equipment may include (but is not limited to):

- wheelchairs; and
- artificial limbs; and
- · prosthetic devices; and
- house or car modifications;

required as a result of the total or partial disability.

The amount of the Recovery Support Benefit is the lesser of:

- the actual purchase price of the specialised equipment; or
- six (6) times the monthly Mortgage Repayment Cover sum insured.

The Recovery Support Benefit is reduced by any amounts that you or the **Life Assured** have received, will receive or is entitled to be received from any other source for the purposes of purchasing the specialised equipment.

You must seek and receive approval in writing from **OnePath** before purchasing the specialised equipment. Once the specialised equipment has been purchased, you are required to provide **OnePath** with evidence of the purchase and the price before a payment under the Recovery Support Benefit is made.

#### 6.7 Return to Work Benefit

A Return to Work Benefit is payable, if while this policy is in force:

- the Life Assured has been paid a Total Disability Benefit for more than twelve (12) consecutive months; and
- the Life Assured returns to Full-time Employment;

and OnePath has accepted the claim.

The Return to Work Benefit is payable as follows:

- after three (3) consecutive months of Full-time Employment we will pay an
  additional amount equal to one (1) times the monthly Mortgage Repayment
  Cover sum insured; and
- after six (6) consecutive months of Full-time Employment we will pay an amount equal to two (2) times the monthly Mortgage Repayment Cover sum insured.

The **Life Assured** will need to provide evidence satisfactory to **OnePath** that the **Life Assured** have returned to **Full-time Employment** for the time periods specified above.

If the **Life Assured** has a recurrence of the **Illness** or **Injury** causing total disability within twelve (12) consecutive months of the end of a claim for that same **Illness** or **Injury** then, the amount payable under the Return to Work Benefit is deducted from any future Total Disability Benefit payments made in respect of a recurred **Illness** or **Injury**.

This Return to Work Benefit does not apply if the **Policy Schedule** indicates that a two (2) year **Payment Term** applies to the Mortgage Repayment Cover.

## 6.8 Return to Home Benefit

A Return to Home Benefit is payable if, while this policy is in force:

- a **Life Assured** has been residing outside New Zealand continuously for more than three (3) consecutive months; and
- that Life Assured then suffers a total disability while continuously residing outside New Zealand;

and OnePath has accepted the claim.

The Return to Home Benefit payable is the lesser of:

- a single standard economy airfare to New Zealand for the Life Assured and one

   (1) support person by the most direct route available and where necessary any
   transport costs to a medical facility in New Zealand approved by OnePath, or
- three (3) times the monthly Mortgage Repayment Cover sum insured as detailed in the Policy Schedule.

A Return to Home Benefit is only payable once in any twelve (12) month period.

#### 6.9 Special Care Benefit

A Special Care Benefit is payable by **OnePath** in addition to the Total Disability Benefit, if while this policy is in force the **Life Assured** is totally disabled and an appropriate registered medical practitioner approved by **OnePath** certifies that the **Life Assured** requires **Full-time Care** at home as a result of the **Life Assured**'s total disability.

The **Full-time Care** must be provided by either:

- a person whose profession is to provide nursing or similar services; or
- a direct family member who is in paid work for at least twenty-eight (28) hours per week immediately before the **Life Assured** became totally disabled and who has given up that work to care for the **Life Assured**.

The amount of the Special Care Benefit payable each month is the lesser of:

- the cost of the care, if it is provided by a person whose profession is to provide nursing or similar services; or
- the monthly Mortgage Repayment Cover sum insured as detailed in the Policy Schedule; or
- \$2,500 per month.

Where the Special Care Benefit is payable for an incomplete month, payment is at the rate of one thirtieth (1/30th) of the monthly Mortgage Repayment Cover sum insured per day. This benefit starts from the expiry of the first three (3) consecutive nights of the **Life Assured** receiving **Full-time Care** at home until the earlier occurrence of the following:

- an appropriate registered medical practitioner approved by OnePath no longer certifies that Full-time Care is required; or
- OnePath has paid the Special Care Benefit for six (6) consecutive months; or
- the Payment Term ends.

## 6.10 Child Care Assistance Benefit

A Child Care Assistance Benefit is payable if the **Life Assured** is totally disabled and **OnePath** has accepted the claim and, as a result of the total disability, the **Life Assured** requires additional child care assistance. **OnePath** will reimburse the monthly cost of child care fees incurred, while this policy is in force, provided you have obtained written approval from **OnePath** before the additional child care arrangements commence.

If existing child care arrangements are in place at the time of claim, the amount of Child Care Assistance Benefit will only be the additional child care costs directly resulting from the **Life Assured**'s total disability.

The maximum **OnePath** will reimburse is the lesser of:

- the actual additional child care costs; or
- \$800 per child per month.

This Child Care Assistance Benefit is payable until the earlier of:

- the date on which the Payment Term ends; or
- the date on which OnePath has paid the Child Care Assistance Benefit for six (6) consecutive months; or
- the date on which the **Life Assured** is no longer totally disabled.

Any child must be under the age of fourteen (14) at the time of the **Life Assured** first meets the criteria for total disability under Clause 2.2 (Total Disability Benefit Criteria). Satisfactory evidence must be supplied to **OnePath** each month that the additional child care fees have been paid before **OnePath** will make a payment. **OnePath** will not reimburse any amount for child care services provided by an immediate family member of the **Life Assured** or the child.

This Child Care Assistance Benefit is payable monthly in arrears and is payable in addition to the Total Disability Benefit payable under this Mortgage Repayment Cover.

#### 6.11 Emergency Transportation Benefit

An Emergency Transportation Benefit is payable by **OnePath** as described below if, while this policy is in force, the **Life Assured** is totally or partially disabled, to assist with the cost of emergency transportation of the **Life Assured** where emergency transport (such as ambulance, by air or road) has been recommended by an appropriate registered medical practitioner approved by **OnePath** as medically required.

The amount of the Emergency Transportation Benefit payable is the lesser of:

- the actual costs incurred; or
- three (3) times the monthly Mortgage Repayment Cover sum insured.

The amount payable is reduced by any amounts that have been received, will be received or are entitled to be received, from any other source(s) for the same expenses.

The Emergency Transportation Benefit is only payable once in any twelve (12) month period.

## 6.12 Severe Illness Benefit

A Severe Illness Benefit is payable as an immediate one off lump sum payment, if while this policy is in force, the **Life Assured** suffers from and meets the full criteria for any of the following severe illness conditions as defined below and **OnePath** has accepted the claim.

## **Severe Illness Conditions:**

- Aortic Surgery
- Cancer\*
- Chronic Kidney (Renal) Failure
- Chronic Liver Failure
- Coronary Artery Surgery\*
- Heart Attack\*
- Heart Valve Replacement
- Major Burns
- Major Head Trauma
- Multiple Sclerosis
- Organ Transplant
- Paraplegia, Quadriplegia, Diplegia, Tetraplegia, Hemiplegia

- Stroke\*
- Triple Vessel Angioplasty\*

The lump sum amount payable is six (6) times the monthly Mortgage Repayment Cover sum insured and is paid irrespective of whether or not the **Life Assured** meets the definition of total disability or partial disability. The Severe Illness Benefit will not be reduced by any **Monthly Income** or **Other Income**.

The Severe Illness Benefit is only payable once for each of these listed conditions per **Life Assured**.

The Severe Illness Benefit is payable instead of paying the Total Disability Benefit or Partial Disability Benefit for a six (6) month period from the date the **Life Assured** first meets the criteria for payment of the lump sum amount.

This means that, even if the **Life Assured** meets the definition of total or partial disability, during the six (6) month period following the date the **Life Assured** first meets the criteria for payment of the lump sum amount, no Total Disability Benefit or Partial Disability Benefit is payable.

#### However if the Life Assured:

- meets the definition of total or partial disability at any time during the six (6)
  month period following the date the **Life Assured** first meets the criteria for
  payment of the lump sum amount; and
- remains continuously totally or partially disabled until the end of that six (6) month period;

#### then:

- the Waiting Period that applies is reduced by the number of weeks that the Life
   Assured had been continuously totally or partially disabled prior to the expiry of
   that six (6) month period; and
- the **Payment Term** that will apply is reduced by six (6) months.

If the **Life Assured** suffers one (1) of the severe illness conditions marked with an Asterisk (\*), within the first ninety (90) days following the **Receipt of Application** then no benefit is payable. If the Mortgage Repayment Cover sum insured is increased, then this ninety (90) day stand down period will also apply for the increased amount from the **Receipt of Application** for the increase.

## **Severe Illness Conditions:**

## **Aortic Surgery**

Means the actual undergoing of surgery to repair or correct:

- an aortic aneurysm; or
- an obstruction of the aorta; or
- a coarctation of the aorta; or
- a traumatic rupture of the aorta.

#### Cancer\*

Means the presence of one (1) or more malignant tumours including leukaemia, lymphomas and Hodgkin's disease characterised by the uncontrollable growth and spread of malignant cells and the invasion and destruction of normal tissue.

Malignant melanomas are covered provided there is:

- evidence of ulceration as determined by histological examination; or
- at least Clark Level 3 depth of invasion; or

• thickness measuring at least 1.5mm using the Breslow method as determined by histological examination.

The following tumours are excluded:

- Tumours showing the malignant changes of carcinoma in situ<sup>^</sup> (including cervical dysplasia CIN-1, CIN-2 and CIN-3) or which are histologically described as premalignant or non-invasive unless the tumour results in **Radical Surgery**.
- All other types of skin cancers, unless there is evidence of metastases.
- Prostatic cancers\(^\)which are histologically described as:
  - TNM Classification T1; or
  - Gleason Score of equal to or less than 5 (or equivalent histological classification).
- Chronic Lymphocytic Leukaemia less than Rai Stage I.

^Carcinoma in situ of the breast is only covered if it results directly in the removal of the entire breast. The procedure must be performed specifically to arrest the spread of malignancy and be considered the appropriate and necessary treatment as determined by an appropriate **Specialist** approved by **OnePath**.

^Prostatic cancers histologically described as TNM Classification T1 or Gleason score of equal to or less than 5 (or equivalent histological classification) are covered, provided that the:

- tumour results directly in the removal of the entire prostate; or
- treatment by either radiotherapy or chemotherapy has been recommended, specifically to arrest the spread of malignancy, and the procedure is the appropriate and necessary treatment as determined by an appropriate **Specialist** approved by **OnePath**.

## **Chronic Kidney (Renal) Failure**

Means end stage renal failure presenting as chronic irreversible failure of both kidneys to function, as a result of which regular renal dialysis is instituted or renal transplantation performed.

#### **Chronic Liver Failure**

Means end stage liver failure with the following symptoms:

- Permanent jaundice; or
- Ascites; or
- Encephalopathy.

## Coronary Artery Surgery\*

Means the actual undergoing of coronary artery bypass grafting to correct or treat coronary artery disease.

#### **Heart Attack\***

Means the death of a part of the heart muscle due to lack of blood supply to the heart muscle.

The diagnosis must be:

- confirmed by a cardiologist, and
- evidenced by a rise or fall of cardiac biomarkers, such as Troponins, with at least one value above the upper reference range of laboratory normal (99th percentile).

One of the following must also apply:

new cardiac symptoms and signs consistent with myocardial infarction, or

- electrocardiogram (ECG) tests that show new changes associated with a myocardial infarction, or
- imaging evidence of new loss of viable myocardium or new regional wall motion abnormality consistent with a myocardial infarction.

If the above tests are inconclusive, not undertaken, or the tests are outdated due to technical advances, we will consider other appropriate and medically recognised tests that diagnose a Heart Attack of the same degree of severity as outlined above.

The following are not covered under this definition:

- other acute coronary syndromes;
- elevations of troponins in the absence of overt ischaemic disease.

## **Heart Valve Replacement**

Means the actual undergoing of surgery to replace or repair cardiac valves as a consequence of heart valve defects or abnormalities.

Repair purely via intra-arterial/intra-vascular procedures or other non-surgical techniques are specifically excluded.

## **Major Burns**

Means full thickness burns to at least:

- twenty percent (20%) of the body surface area as measured by 'The Rule of Nines' or the Lund & Browder Body Surface Chart; or
- twenty-five percent (25%) of the face requiring surgical debridement and/or grafting; or
- fifty percent (50%) of the total combined area of both hands requiring surgical debridement and/or grafting.

#### **Major Head Trauma**

Means accidental cerebral **Injury** resulting in neurological deficit causing either:

- at least a twenty-five percent (25%) impairment of **Whole Person Function** that is permanent; or
- the total and irreversible inability to perform at least one (1) of the Activities of Daily Living without the assistance of another adult person.

## **Multiple Sclerosis**

Means the unequivocal diagnosis of Multiple Sclerosis that has caused:

- at least a twenty-five percent (25%) impairment of **Whole Person Function** that is permanent; or
- the total and irreversible inability to perform at least one (1) of the Activities of
   Daily Living without the assistance of another adult person; or
- a restriction of 7.5 or above as measured under the Expanded Disability Status Score (EDSS) as it relates to restriction to the bed and self-care functions.

## **Organ Transplant**

Means the **Life Assured**:

- undergoes human to human organ transplant from a donor to the Life Assured; or
- has been placed on a recognised New Zealand or Australian waiting list, approved for a human to human organ transplant from a donor to the Life Assured,
- in relation to one (1) or more of the following human organs:
  - Kidney
  - Heart
  - Lung
  - Liver

- Pancreas
- Small Bowel
- the transplant of Bone Marrow.

The transplant of all other organs, parts of organs or any other tissue or cell transplant is excluded.

#### Paraplegia, Quadriplegia, Diplegia, Tetraplegia, Hemiplegia

Means the total and permanent loss of function of two (2) or more limbs as a result of **Injury** to or disease of the spinal cord or brain. Limb is defined as the complete arm or the complete leg.

#### Stroke\*

Means an acute cerebrovascular event producing neurological deficit, with infarction of brain tissue or intracranial or subarachnoid haemorrhage, diagnosed by an appropriate **Specialist**, approved by **OnePath**.

The diagnosis of Stroke must be supported by clear evidence on neuroimaging. If neuroimaging is inconclusive, **OnePath** may consider other investigations in support of the diagnosis deemed medically appropriate by the appropriate **Specialist**. Cerebral symptoms due to transient ischaemic attacks, migraine, cerebral injury resulting from trauma or hypoxia and vascular disease affecting the eye, optic nerve or vestibular functions are excluded.

## **Triple Vessel Angioplasty\***

Means the actual undergoing of coronary artery angioplasty to correct a narrowing or blockage of three (3) or more coronary arteries within a procedure period of sixty (60) days that is considered necessary on the basis of angiographic evidence, indicating an obstruction of three (3) or more coronary arteries.

#### 6.13 Total and Permanent Disability Benefit

A Total and Permanent Disability Benefit is payable, once **OnePath** has accepted the claim if, while this policy is in force, a **Life Assured** has been totally and permanently disabled as a result of **Illness** or **Injury**.

The amount payable is a lump sum of twelve (12) times the monthly Mortgage Repayment Cover sum insured detailed in the **Policy Schedule**.

The amount payable under the Total and Permanent Disability Benefit will not affect any ongoing amount payable under the Mortgage Repayment Cover.

## For Occupation Classes 1, 2 and 3

Total and permanent disability means:

- the Life Assured has been absent from their Pre-disability Occupation as a result of Illness or Injury for a period of more than three (3) consecutive months and, in the opinion of OnePath after consideration of the medical and any other evidence satisfactory to OnePath, the Life Assured is so incapacitated that the Life Assured is unlikely to ever be able to work in their Pre-disability Occupation; or
- the Life Assured has been absent from their Pre-disability Occupation as
  a result of Illness or Injury for a period of more than three (3) consecutive
  months and, in the opinion of OnePath after consideration of the medical
  evidence and any other evidence satisfactory to OnePath, the Life Assured
  is so incapacitated that the Life Assured is unlikely to ever be able to work
  in their Pre-disability Occupation or in any Gainful Occupation that the

**Life Assured** is reasonably suited to by way of education, training or experience and which would include a salary at a rate of twenty-five percent (25%) or less of the **Life Assured**'s income earned over the twelve (12) consecutive months immediately prior to becoming disabled; or

- the Life Assured has suffered the complete and permanent loss of use of two (2) limbs (limb being a whole hand or whole foot) as a result of Illness or Injury; or
- the Life Assured has suffered the complete and irrecoverable loss of the sight of both eyes (whether aided or unaided) as a result of Illness or Injury and the loss of sight results in:
  - visual acuity less than 6/60 in both eyes after correction; or
  - a field of vision constricted to 20 degrees or less of arc; or
  - a combination of visual defects resulting in the same degree of visual impairment as that occurring in either of the above;

or

- the Life Assured has suffered the complete and irrecoverable loss of sight
  in one (1) eye (whether aided or unaided) and complete and permanent loss
  of use of one (1) limb (limb being a whole hand or whole foot) as a result of
  Illness or Injury, and the loss of sight results in:
  - visual acuity less than 6/60 in one (1) eye after correction; or
  - a field of vision constricted to 20 degrees or less of arc; or
  - a combination of visual defects resulting in the same degree of visual impairment as that occurring in either of the above;

or

- after consideration of the medical evidence, in OnePath's opinion, the Life Assured has, as a result of an Illness or Injury, suffered permanent cognitive impairment of the brain that has required the Life Assured to be under continuous supervision by an adult person for at least three (3) consecutive months and at the end of that three (3) month period the Life Assured is likely to require ongoing continuous care and supervision by an adult person; or
- the Life Assured has suffered the total and irreversible inability to perform at least two (2) of the Activities of Daily Living as a result of Illness or Injury without the assistance of another adult person.

#### For Occupation Class 4

Total and permanent disability means:

- the Life Assured has been absent from their Pre-disability Occupation as a result of Illness or Injury for a period of more than three (3) consecutive months and, in the opinion of OnePath after consideration of the medical and any other evidence satisfactory to OnePath, the Life Assured is so incapacitated that the Life Assured is unlikely to ever be able to work in their Pre-disability Occupation or any other Gainful Occupation that the Life Assured is reasonably suited to by way of education, training or experience; or
- the **Life Assured** has been absent from their **Pre-disability Occupation** as a result of **Illness** or **Injury** for a period of more than three (3) consecutive

months and, in the opinion of **OnePath** after consideration of the medical evidence and any other evidence satisfactory to **OnePath**, the **Life Assured** is so incapacitated that the **Life Assured** is unlikely to ever be able to work in their **Pre-disability Occupation** or in any **Gainful Occupation** that the **Life Assured** is reasonably suited to by way of education, training or experience and which would include a salary at a rate of twenty-five percent (25%) or less of the **Life Assured**'s income earned over the twelve (12) consecutive calendar months prior to becoming disabled; or

- the Life Assured has suffered the complete and permanent loss of use of two (2) limbs (limb being a whole hand or whole foot) as a result of Illness or Injury; or
- the Life Assured has suffered the complete and irrecoverable loss of sight
  of both eyes (whether aided or unaided) as a result of Illness or Injury,
  and the loss of sight results in:
  - visual acuity less than 6/60 in both eyes after correction; or
  - a field of vision constricted to 20 degrees or less of arc; or
  - a combination of visual defects resulting in the same degree of visual impairment as that occurring in either of the above;

or

- the **Life Assured** has suffered the complete and irrecoverable loss of sight in one (1) eye (whether aided or unaided) and complete and permanent loss of use of one (1) limb (limb being a whole hand or whole foot) as a result of **Illness** or **Injury**, and the loss of sight results in:
  - visual acuity less than 6/60 in one (1) eye after correction; or
  - a field of vision constricted to 20 degrees or less of arc; or
  - a combination of visual defects resulting in the same degree of visual impairment as that occurring in either of the above;

or

- after consideration of the medical evidence, in OnePath's opinion, the Life
   Assured has suffered permanent cognitive impairment of the brain that has
   required the Life Assured to be under continuous supervision by an adult
   person for at least three (3) consecutive months and, at the end of that
   three (3) month period, the Life Assured is likely to require ongoing
   continuous care and supervision by an adult person; or
- the Life Assured has suffered the total and irreversible inability to perform at least two (2) of the Activities of Daily Living as a result of Illness or Injury, without the assistance of another adult person.

## For Occupation Class 5

Total and permanent disability means:

- the Life Assured has suffered the complete and permanent loss of use of two (2) limbs (limb being a whole hand or whole foot); or
- the **Life Assured** has suffered either the complete and permanent loss of sight in both eyes or the complete and permanent loss of use of one (1) limb and the sight in one (1) eye as a result of **Illness** or **Injury**, and the loss of sight results in:
  - visual acuity less than 6/60 in one eye after correction; or
  - a field of vision constricted to 20 degrees or less of arc; or

 a combination of visual defects resulting in the same degree of visual impairment as that occurring in either of the above;

or

• the **Life Assured** has suffered the total and irreversible inability to perform at least two (2) of the **Activities of Daily Living** as a result of **Illness** or **Injury**, without the assistance of another adult person.

## 7. Optional Reduction in Waiting Period

The Optional Reduction in **Waiting Period** is only available if shown in the **Policy Schedule**.

**OnePath** will allow a reduction of the **Waiting Period** if the **Life Assured**'s circumstances change in such a way as to justify a reduction in the **Waiting Period**. You can apply to reduce the **Waiting Period** without further evidence of health.

The changes in circumstances that are considered include:

- cancellation of any other disability Cover with OnePath necessitating a reduction in Waiting Period of another OnePath Cover; or
- a reduction in the Life Assured's annual paid sick leave entitlement of more than twenty (20) days, excluding any annual paid sick leave accumulation from previous year(s); or
- the loss of insurance provided or arranged by the Life Assured's employer (as an
  employee benefit) which provided insurance cover in the event that the Life Assured
  was (totally or partially) unable to work due to Illness or Injury.

When you apply to reduce the Waiting Period, the Life Assured is required to provide:

- confirmation of the change in circumstance; and
- full occupation, income and recreation details.

Aspects of the **Life Assured**'s history, other than evidence of health, is assessed to determine whether we can reduce the **Waiting Period**, and the conditions that may apply. The new **Waiting Period** is limited to that which is justifiable, in **OnePath**'s opinion, on the basis of the change in circumstances.

**OnePath** may accept the reduction in **Waiting Period** in conjunction with a necessary change to the **Occupation Class** or to the monthly Mortgage Repayment Cover sum insured on this Mortgage Repayment Cover. **OnePath** may decline to accept the application to reduce the **Waiting Period** on the basis of this evidence or information, when considered in light of our standard underwriting guidelines applicable at the time of the request.

However if the reason for the reduction in **Waiting Period** is due to the cancellation of an **OnePath** Business Assurance or Business Extra disability cover where:

- the monthly sum insured of the cancelled cover is equal to or more than the monthly sum insured of this Mortgage Repayment Cover; and
- the Waiting Period plus the Payment Term of the cancelled cover is more than the Waiting Period on this Mortgage Repayment Cover; and
- the **Occupation Class** of the cancelled cover is equal to the **Occupation Class** on this Mortgage Repayment Cover; and
- the **Cover Term** of the cancelled cover is equal to or more than the current **Waiting Period** of this Mortgage Repayment Cover;

then the **Waiting Period** for this Mortgage Repayment Cover can be reduced to the **Waiting Period** of the cancelled cover without any health, occupation, income or recreation assessment. Any additional underwriting terms that applied to the cancelled **OnePath** 

disability cover will also be applied to the reduced **Waiting Period** for this Mortgage Repayment Cover.

A reduction in **Waiting Period** will only be considered if, while this policy is in force:

- the **Life Assured** is under the age of sixty-five (65) at the time of the reduction; and
- no benefit is being received, or is entitled to be received, from **OnePath** or any insurer under this Mortgage Repayment Cover or any other disability cover; and
- a Total and Permanent Disability or Complete Disablement Cover claim payment has not been received or is not entitled to be received from **OnePath** or any insurer for the disablement of the **Life Assured**; and
- the **Total Premium** is not being waived for any reason or is not suspended under the Suspension of Cover or Parental Leave Loyalty Benefit.

Any reduction in **Waiting Period** will increase the **Protection Premium** and **Total Premium** accordingly.

You must apply in writing to **OnePath** and provide evidence satisfactory to **OnePath** of the change in circumstances within ninety (90) days of that change in those circumstances occurring.

The Optional Reduction in **Waiting Period** is not available if the **Life Assured** has been accepted under this Mortgage Repayment Cover with a **Health Loading** or exclusion which is detailed in the **Policy Schedule** or **Endorsement Schedule**.

Once you have exercised this Optional Reduction in **Waiting Period** and reduced the **Waiting Period** to four (4) weeks the Optional Reduction in **Waiting Period** ceases.

#### 8. Claim Proofs

**OnePath** has no obligation to pay any claim under this Mortgage Repayment Cover until **OnePath**:

- has received all information it requires to assess the claim against the terms, conditions and exclusions of cover; and
- is satisfied that the Life Assured fulfils the relevant criteria; and
- is satisfied that no exclusion or other limitation of cover applies.

To allow this process to be completed, **OnePath** will require the documentation listed below and any other information **OnePath** deems necessary:

- a fully completed claim form, every month; and
- proof of identity and age of the Life Assured unless this has previously been provided to and recorded by OnePath; and
- a letter or certificate from an appropriate registered medical practitioner, that the Life Assured satisfies, in OnePath's opinion, the definition of totally or partially disabled; and
- ongoing medical certification, which confirms, in OnePath's opinion, that the Life Assured remains totally or partially disabled and is complying with prescribed treatment; and
- for severe illness conditions specified under Clause 6.12, proof of occurrence of the insured event supported by:
  - evidence acceptable to OnePath from an appropriate Specialist registered in New Zealand (or a specialist approved by OnePath in another country), not being the Policy Owner, the Life Assured, the respective partner or spouse, or any immediate family member of the Life Assured or Policy Owner; and
  - confirmatory investigations including, but not limited to, clinical, radiological, histological and laboratory evidence.
- proof of payment if a claim is being made for reimbursement; and

• this policy document.

**OnePath** will need to assess the ongoing validity of any claim made before any monthly instalment of a claim can be paid.

Depending on the individual circumstances surrounding each claim, **OnePath** may also request any other additional claim proof that it determines, at its sole discretion, is necessary to complete its assessment of the claim. In the event that **OnePath** does not approve of a **Specialist** or medical practitioner from whom the **Life Assured** has obtained the diagnosis of the condition on which the claim is based, **OnePath** is entitled to require the **Life Assured** to obtain a second diagnosis from a **Specialist** or medical practitioner approved by **OnePath**.

If a Total Disability Benefit or Partial Disability Benefit claim has been accepted and you subsequently travel or live overseas, **OnePath** will continue to make payments provided you comply with all the terms and conditions of this policy and with the advice and treatment recommended by an appropriate medical practitioner approved by **OnePath**.

#### 9. Exclusions

**OnePath** will not pay any claim for any benefit under this Mortgage Repayment Cover , if a **Life Assured** becomes totally disabled or partially disabled as a direct or indirect result of:

- intentional self-inflicted harm, including attempted suicide; or
- pregnancy or complications arising from the pregnancy unless the total or partial disability lasts more than ninety (90) days after the end of the pregnancy (payment begins at the end of the Waiting Period); or
- participating in a criminal activity.

**OnePath** will also not pay a claim or will stop paying any existing claim if a **Life Assured** does not comply with the advice and treatment recommended by an appropriate medical practitioner approved by **OnePath**.