

Assurance Extra Protection Benefit Sheet

Income Cover - Agreed Value

1. Lives Assured

The **Lives Assured** who are covered by this Income Cover are detailed in the **Policy Schedule**. All references to **Life Assured** or **Lives Assured** in this Income Cover Protection Benefit Sheet refer only to that person or those people. The Income 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

The amount of Total Disability Benefit payable is dependent on the **Life Assured's** applicable **Occupation Class** as set out below. The applicable **Occupation Class** is that detailed in the **Policy Schedule**.

For Occupation Classes 1 – 4

The Total Disability Benefit amount payable is the monthly Income Cover sum insured detailed in the **Policy Schedule**. The monthly Income Cover sum insured is reduced by:

- any income (net of tax) or benefit (net of tax) being received, or entitled to be received, 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**; and
- any adjustments in relation to concurrent Mortgage Repayment Cover claims (as below).

For Occupation Class 5

The Total Disability Benefit amount payable is the lesser of the monthly Income Cover sum insured detailed in the **Policy Schedule** or \$2,500 per month. This amount is reduced by:

- any income (net of tax) or benefit (net of tax) being received, or entitled to be received, 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**; and
- any adjustments in relation to concurrent Mortgage Repayment cover claims (as below).

Adjustment for Concurrent Mortgage Repayment Cover Claims – All Occupation Classes

Where a **Life Assured** is receiving a payment under this Income Cover and a **OnePath** Mortgage Repayment Cover as a result of the same disability, after the first six (6) months on claim for this Income Cover the amount payable under this Income Cover will be reduced to such an amount that when added to the aggregate of:

- the **OnePath** Mortgage Repayment Cover payment amount;
- any **Other Income**; and

- any **Monthly Income**

does not exceed one hundred percent (100%) of the **Life Assured's Pre-disability Income**.

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 during 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 Income 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 Income 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 Income 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 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 Total disability while unemployed or on leave without pay for twelve (12) months or less

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 Total disability while unemployed or on leave without pay for more than 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 Income 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 to make a claim under Partial Disability Benefit.

3.1 Partial Disability Benefit Payable

The amount payable under the Partial Disability Benefit is the lesser of:

- the monthly Income Cover sum insured; or
- $A \times B$

where A = the proportion of **Pre-disability Income** lost as a result of the partial disability, i.e., **Pre-disability Income** less post disability **Monthly Income** divided by **Pre-disability Income**;

and B = the monthly Income Cover sum insured.

The amount payable is reduced by:

- any income (net of tax) or benefit (net of tax) being received, or entitled to be received, 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**; and
- any adjustments in relation to concurrent Mortgage Repayment Cover claims (as below).

Where a **Life Assured** is receiving a payment under this Income Cover and a **OnePath** Mortgage Repayment Cover as a result of the same disability, after the first six (6) months on claim for this Income Cover the amount payable under this Income Cover will be reduced to such an amount that when added to the aggregate of:

- the **OnePath** Mortgage Repayment Cover payment amount;
- any **Other Income**; and
- any **Monthly Income**,

does not exceed one hundred percent (100%) of the **Life Assured's Pre-disability Income**.

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.

The Partial Disability Benefit is payable monthly in arrears.

For the purposes of this Income 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 (their post-disability **Monthly Income** must be seventy-five percent (75%) or less of their **Pre-disability Income** as a result of the partial disability); 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) consecutive months.

3.4 Payment Period of the 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 Income Cover **Cover Term**; or
- the death of the **Life Assured**.

4. Increasing Income Benefit

You may increase the monthly Income Cover sum insured in respect of a **Life Assured** at any time, while this policy is in force, without needing to provide further evidence of health if:

- the **Life Assured** is under the age of fifty-five (55) at the time of exercising the option to increase; and
- no benefit is being received or is payable under this monthly Income Cover and **Protection Premiums** are not being waived; and
- the monthly Income Cover sum insured is less than \$12,000.

The maximum increase is ten percent (10%) of the monthly Income Cover sum insured per **Policy Year** in addition to any **Inflation Rate** increases.

The maximum total of all increases in the monthly Income Cover sum insured under this policy cannot exceed the **Original Sum Insured** at the **Commencement Date** of this policy.

The acceptance terms that will apply to the Income Cover you have increased under this Increasing Income Benefit will be the same as the most recent assessment terms that applied to the Income Cover.

You must apply in writing to **OnePath** and provide evidence satisfactory to **OnePath** of increased income within ninety (90) days of the **Life Assured's** increase in income. This is likely to be confirmation of the increase in salary from their employer or confirmation in writing by their accountant that there has been an increase in income.

5. Recurrent Disability Benefit

If, while this 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 the 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. Bed Confinement Benefit

A Bed Confinement Benefit is payable if, as a result of a total disability while this 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 (1/30th) of the monthly Income Cover sum insured as detailed in the **Policy Schedule**. This amount is payable from the first (1st) 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.

7. 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 Income Cover sum insured detailed in the **Policy Schedule**.

OnePath is not required to make a payment under this Vocational Retraining 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.

8. Recovery Support Benefit

A Recovery Support Benefit 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 Income Cover sum insured.

The Recovery Support Benefit is reduced by any amounts that you or the **Life Assured** have received, will receive or are entitled to receive 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.

9. 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 Income 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 Income Cover sum insured.

The **Life Assured** will need to provide evidence satisfactory to **OnePath** that the **Life Assured** has 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 Income Cover.

10. 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 Income 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 this Income 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 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
- 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 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 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 any **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 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.

11. 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 Income Cover sum insured as detailed in the **Policy Schedule**.

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

12. 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 Income 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 Income 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.

13. 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 you or 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 any other benefit payable under this Income Cover.

14. Emergency Transportation Benefit

An Emergency Transportation Benefit is payable by **OnePath** 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) that an appropriate registered medical practitioner approved by **OnePath** has confirmed is medically required.

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

- the actual costs incurred; or
- three (3) times the monthly Income 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.

15. Optional Dependant Leave Without Pay

This Optional Dependant Leave Without Pay is only available if it is shown in the **Policy Schedule**.

OnePath must have been made aware of the name and date of birth of the **Dependant** prior to the disability causing the **Life Assured** to undertake **Full-time Care** of the **Dependant**.

For the purposes of this Optional Dependant Leave Without Pay, at the time of claim, the **Life Assured** must be:

- in **Occupation Class** 1, 2, 3 or 4; and
- working (in any capacity) for reward, salary or profit for at least twenty-five (25) hours per week; and
- responsible for the **Dependant** aged between five (5) and sixty-five (65) years of age.

An Optional Dependant Leave Without Pay is payable by **OnePath** if, while this policy is in force, the **Life Assured** is required to take employer-approved leave without pay to undertake **Full-time Care** at the home of a **Dependant** and **OnePath** has accepted the claim. The **Life Assured** and the **Dependant** cannot be working in any capacity for reward, salary or profit when **Full-time Care** is being provided for the **Dependant**.

An appropriate registered medical practitioner approved by **OnePath** must certify that the **Full-time Care** of the **Dependant** is required and the signs, symptoms or diagnosis of the **Dependant** giving rise to the **Full-time Care** must have occurred after the date this Optional Dependant Leave Without Pay was effective.

This Optional Dependant Leave Without Pay will not be payable where the **Dependant** is suffering from any **Pre-existing Condition** that existed prior to the date from which this Optional Dependant Leave Without Pay was effective.

The **Life Assured** must have exhausted all other forms of leave before taking employer-approved leave without pay.

The amount of the Optional Dependant Leave Without Pay payable each month is the lesser of:

- seventy-five percent (75%) of the monthly Income Cover sum insured as detailed in the **Policy Schedule**; or
- \$3,500 per month;

and is reduced by any income received by the **Life Assured** from any other source as a result of the **Dependant's** disability, including a Special Care Benefit (or similar).

Where the Optional Dependant Leave Without Pay is payable for an incomplete month, payment is at the rate of one thirtieth (1/30th) of the monthly Income Cover sum insured per day.

Payment of the Optional Dependant Leave Without Pay ends at 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 Optional Dependant Leave Without Pay for six (6) consecutive months; or
- the death of the **Dependant**.

You can claim under the Optional Dependant Leave Without Pay for a maximum total of twelve (12) months during the Income Cover **Cover Term**. No claim under the Optional Dependant Leave Without Pay can be submitted until a period of at least twelve (12) months has elapsed since the end of any previous claim period under this Optional Dependant Leave Without Pay.

16. Optional Income Cover Extra

The benefits under this Optional Income Cover Extra are only available if the Optional Income Cover Extra is shown in the **Policy Schedule**.

If you have chosen the Optional Income Cover Extra, **OnePath** will assess your claim under this clause and the standard terms of this Income Cover – Agreed Value. You can only receive payment for each claim once.

The Optional Income Cover Extra provides you with the following benefits:

16.1 Total Disability Definition

For the purposes of this Optional Income Cover Extra, **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 Income 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 amount payable under Clause 2.1 (Total Disability Benefit Payable) is reduced by:

- 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**.
- any income earned from personal exertion during the ten (10) hours per week.
- any adjustments in relation to concurrent Mortgage Repayment Cover claims (as below).

Adjustment for Concurrent Mortgage Repayment Cover Claims – All Occupation Classes

Where a **Life Assured** is receiving a payment under this Income Cover and a **OnePath** Mortgage Repayment Cover as a result of the same disability, after the first six (6) months on claim for this Income Cover the amount payable under this Income Cover will be reduced to such an amount that when added to the aggregate of:

- the **OnePath** Mortgage Repayment Cover payment amount;
- any **Other Income**; and
- any **Monthly Income**,

does not exceed one hundred percent (100%) of the **Life Assured's Pre-disability Income**.

The Total Disability Benefit is payable monthly in advance from the end of the **Waiting Period**. The relevant total disability definition applied at the time of initial claim assessment is applied for the duration of the ongoing assessment of that claim.

16.2 Partial Payment Calculation

Only those **Lives Assured** in **Occupation Class** 1, 2, 3 or 4 who are entitled to make a claim under Clause 3 (Partial Disability Benefit) are eligible for this Partial Payment Calculation.

The amount of the Partial Disability Benefit payable is the greater of the Partial Disability Calculation under Clause 3.1 (Partial Disability Benefit Payable) or the Partial Disability Calculation defined below:

$$X - (75\% \times Y)$$

where X = the monthly Income Cover sum insured
and Y = the post-disability **Monthly Income**

The amount payable is reduced by:

- 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**; and
- any adjustments in relation to concurrent Mortgage Repayment Cover claims (as below).

Where a **Life Assured** is receiving a payment under this Income Cover and a **OnePath** Mortgage Repayment Cover as a result of the same disability, after the first six (6) months on claim for this Income Cover the amount payable under this Income Cover will be reduced to such an amount that when added to the aggregate of:

- the **OnePath** Mortgage Repayment Cover payment amount;
- any **Other Income**; and
- any **Monthly Income**,

does not exceed one hundred percent (100%) of the **Life Assured's Pre-disability Income**.

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

16.3 Partial Payment Bonus Benefit

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

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 Benefit 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, Partial Disability Benefit and income earned through the **Life Assured's** personal exertion does not exceed the greater of:
 - one hundred percent (100%) of the **Pre-disability Income**; or
 - the monthly Income Cover sum insured specified in the **Policy Schedule**.

16.4 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 Income 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**.

16.5 Booster Benefit

A Booster Benefit is payable if, while this policy is in force, the **Life Assured** is totally disabled and **OnePath** has accepted the claim. The amount payable is an additional one third (1/3rd) of the Total Disability Benefit or Partial Disability Benefit (whichever is being claimed) for the three (3) months after the end of the **Waiting Period**.

The Booster Benefit is only payable once per period of disability.

16.6 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 Income 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 Income 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[^] (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.

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

then the **Waiting Period** for this Income 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 Income 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 Income 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 the change in those circumstances occurring.

The Optional Reduction in **Waiting Period** is not available if the **Life Assured** has been accepted under this Income 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.

18. Optional Mental Health Restriction

If the Optional Mental Health Restriction is selected on a **Life Assured**, as detailed in the **Policy Schedule** and the corresponding **Protection Premium** discount has been obtained then if, while this policy is in force, the **Life Assured** is totally or partially disabled as a direct or indirect result of a mental illness as defined below or any treatment complications thereof, the **Payment Term** for any claim arising out of this disability is twelve (12) months from the end of the **Waiting Period**, irrespective of the **Payment Term** detailed in the **Policy Schedule**.

For the purposes of the Optional Mental Health Restriction, mental illness is defined as, any mental health disorder described in the Diagnostic and Statistical Manual of Mental Disorders Fifth Edition (DSM-5) published by the American Psychiatric Association (APA) or such successor or replacement publication (or, if none, such comparable publication selected by **OnePath**). These include but are not limited to the following:

- anxiety disorders;
- depression;
- stress;
- adjustment disorders;
- emotional or behavioural disorders;
- disorders related to fatigue including chronic fatigue syndrome;
- psychosomatic disorders.

19. Claim Proofs

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

- has received all the information it requires to assess the claim in accordance with 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 advice; and
- for partial disability claims, proof, which in **OnePath**'s opinion, confirms a loss of income resulting directly from the total or partial disability; and
- for severe illness conditions specified under Clause 16.6, 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
- details of any income or benefit being received, or entitled to be received, from any persons or organisations (e.g. ACC) other than **OnePath** as a result of the same disability; and
- this policy document.

OnePath will need to assess the ongoing validity of any claim made before any 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**.

20. Exclusions

OnePath will not pay any claim under this Income Cover, if the **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**.

21. Tax Treatment of Premiums and Claim Benefits

It is hereby acknowledged that since 1 July 2001, **OnePath**'s understanding of the tax position of its Income Cover – Agreed Value policy has been that:

- premiums are not deductible for tax purposes; and
- claim benefits are not tax assessable.

If the tax position of this Income Cover – Agreed Value policy is ever changed by the Inland Revenue Department so that premiums become deductible and claim benefits become taxable then **OnePath** confirms that it will allow the monthly Income Cover sum insured to be increased as follows:

- the increase in monthly Income Cover sum insured is limited to the amount required to ensure that the claim benefit received by the **Policy Owner** after the deduction of tax is the equivalent of the claim benefit that would have existed immediately prior to the effective date of any such change in tax position; and
- **OnePath** will accept the increase on the same acceptance terms as the original benefit without any further medical or financial evidence.

OnePath will notify the **Policy Owner** in writing as soon as reasonably practicable upon it becoming aware of any such change in tax position. The **Policy Owner** must then make a written request to **OnePath** to increase the monthly Income Cover sum insured accordingly. **OnePath** must receive any such increase request within sixty (60) days of **OnePath**'s notification of the change in tax position, or else the offer to increase without underwriting will lapse.

At the time of any such increase the **Protection Premiums** payable for the Income Cover will also increase proportionally.

This clause is solely for the benefit of the **Policy Owner**.