

Protection Benefit Sheet

Income Cover Agreed Value

1. Introduction

You must read this Protection Benefit Sheet, the **Policy Schedule** and this **Partners Life** policy document together as one (1) document. All benefits provided under this Protection Benefit Sheet apply only whilst this Income Cover Agreed Value benefit remains current, has not ceased and has not been cancelled for any reason.

2. Life Assured and Sum Insured

The lives assured for the Income Cover Agreed Value benefit, the Income Cover Agreed Value benefit sums insured and the optional benefits that apply to those lives assured are detailed in the **Policy Schedule**.

3. Benefits Under This Policy

3.1 When is Income Cover Agreed Value Paid

The Income Cover Agreed Value benefit is paid if, during the **Cover Term**, a life assured suffers a total or partial disability which lasts longer than the **Waiting Period** shown in the **Policy Schedule** and **Partners Life** accepts the claim.

The definitions of total or partial disability are dependent on the life assured's occupation class which is explained in Clause 3.1.3 Occupation Classes.

3.1.1 Totally Disabled or Total Disability Means

For the purposes of this Income Cover Agreed Value benefit total disability (or totally disabled) means:

Occupation Classes 1-4

The life assured is:

- Either:
 - So disabled as a result of **Accident, Injury** or **Illness** that they are unable to work in their **Usual Occupation** for more than ten (10) hours per week; or
 - So disabled as a result of **Accident, Injury** or **Illness** that they are unable to perform at least 75% of the key tasks and responsibilities of their **Usual Occupation**; and
- Under the ongoing care of an appropriate **Medical Doctor** or **Specialist**; and
- Complying with the advice and treatment recommended by an appropriate **Medical Doctor** or **Specialist** who is acceptable to **Partners Life**; and
- Not undertaking any paid work other than up to ten (10) hours per week in their **Usual Occupation**.

The diagnosis of total disability must be made by an appropriate registered **Medical Doctor** or **Specialist** and must confirm, in **Partners Life's** opinion, that the life assured meets the definition of totally disabled.

Occupation Class 5

The life assured is:

- So disabled as a result of **Accident, Injury** or **Illness** as to be continuously confined to a medical institution or their home under medical supervision, and is unable to carry out at least two (2) **Activities of Daily Living** without the physical assistance of another person; or
- So disabled as a result of **Accident, Injury** or **Illness** to be continuously unable to perform three (3) of the **Normal Domestic Duties** without the assistance of another person.

The diagnosis of total disability must be made by an appropriate registered **Medical Doctor** or **Specialist** and must confirm, in **Partners Life's** opinion, that the life assured meets the definition of totally disabled.

3.1.2 Partially Disabled or Partial Disability Means

For the purposes of this Income Cover Agreed Value benefit partial disability (or partially disabled) means:

Occupation Classes 1-4

A life assured is:

- So disabled as a result of **Accident, Injury** or **Illness** that they are unable to earn an **Income** which is equal to or greater than 75% of their pre-disability **Income**; or
- So disabled as a result of **Accident, Injury** or **Illness** that they are unable to perform at least 25% of the key tasks and responsibilities of their **Usual Occupation**; or
- So disabled as a result of **Accident, Injury** or **Illness** that they are unable to work more than 75% of their average weekly pre-disability hours; and
- Under the ongoing care of an appropriate **Medical Doctor** or **Specialist**.

The diagnosis of partial disability must be made by an appropriate registered **Medical Doctor** or **Specialist** and must confirm, in **Partners Life's** opinion, that the life assured meets the definition of partially disabled.

Occupation Class 5

The life assured is totally disabled as detailed in Clause 3.1.1 of this Protection Benefit Sheet. That means there is no partial disability benefit available for this occupation class.

3.1.3 Occupation Classes

A life assured is an Occupation Class 1-4 if this is shown in the **Policy Schedule** and they do not meet any of the following criteria:

- Been temporarily unemployed for a period of greater than twelve (12) consecutive months immediately prior to the commencement of total or partial disability; or
- Been on an employer approved period of leave without pay from their **Usual Occupation** for a period of greater than twelve (12) consecutive months immediately prior to the commencement of total or partial disability; or
- Been incarcerated in a penal institution immediately prior to the commencement of total or partial disability.

If the life assured does meet any of the above criteria they will be considered to be in Occupation Class 5 irrespective of the occupation class shown in the **Policy Schedule** and the **Waiting Period** will be the **Waiting Period** shown in the **Policy Schedule** or thirteen (13) weeks, whichever is the longer.

A life assured is an Occupation Class 5 if this is shown in the **Policy Schedule** or if the life assured has:

- Been temporarily unemployed for a period of greater than twelve (12) consecutive months immediately prior to the commencement of total or partial disability; or
- Been on an employer approved period of leave without pay from their **Usual Occupation** for a period of greater than twelve (12) consecutive months immediately prior to the commencement of total or partial disability; or
- Been incarcerated in a penal institution immediately prior to the commencement of total or partial disability.

3.2 Pre-disability Income Means

For the purposes of the Income Cover Agreed Value benefit, pre-disability **Income** means:

For Non Self-Employed

The greater of:

- The average monthly **Income Earned** for the best twelve (12) consecutive months during the previous 36 months immediately prior to the life assured becoming disabled; or
- The monthly **Income Earned** immediately prior to the life assured becoming disabled.

Any overtime or bonuses to be included will be the average monthly amount **Earned** over the previous twelve (12) months immediately prior to the life assured becoming disabled.

For Self-Employed

The highest average monthly **Income Earned** over any consecutive twelve (12) months over the previous 36 months immediately prior to the life assured becoming disabled.

3.3 How the Income Cover Agreed Value Benefit will be Paid

The total and partial disability benefits will be payable monthly in advance until;

- The life assured is no longer totally or partially disabled; or
- The end of the **Payment Term** is reached; or
- The end of the **Cover Term** is reached, whichever is the earlier.

3.4 Amount of Total or Partial Disability Benefit

The amounts of total or partial disability benefit payable are dependent on the life assured's occupation class which is explained in Clause 3.1.3 Occupation Classes.

Occupation Classes 1-4

In the event of total disability, **Partners Life** will pay the Income Cover Agreed Value benefit (A) detailed in the **Policy Schedule**. The amount calculated will then be reduced by any **Offsets** (B) multiplied by (C) which is calculated as follows:

- 75% where the insurance benefits are not taxable as income; or
- 100% where the insurance benefits are taxable as income.

In other words the total disability benefit payable would be equal to $A - (B \times C)$.

In the event of partial disability, **Partners Life** will pay the Income Cover Agreed Value benefit (A) detailed in the **Policy Schedule**. The amount calculated will then be reduced by any **Offsets** (B) multiplied by (D) which is calculated as follows:

- 62.5% where the insurance benefits are not taxable as income; or
- 75% where the insurance benefits are taxable as income.

In other words the partial disability benefit payable would be equal to $A - (B \times D)$.

Occupation Class 5

In the event of total disability, **Partners Life** will pay the Income Cover Agreed Value benefit detailed in the **Policy Schedule** or \$2,500 per month, whichever is the lesser (A). The amount calculated will then be reduced by any **Offsets** (B) multiplied by 75%.

In other words the total disability benefit payable would be equal to $A - (B \times 75\%)$.

4. Additional Benefits Under This Policy

4.1 Critical Illness Benefit

Partners Life will pay a Critical Illness Benefit if the life assured suffers from any of the following critical illness conditions as defined below and **Partners Life** has accepted the claim:

- Aortic Surgery
- Cancer
- Chronic Kidney Failure
- Chronic Liver Failure
- Chronic Lung Failure
- Coronary Artery Surgery

- Heart Attack
- Major Burns
- Major Head Trauma
- Multiple Sclerosis
- Stroke

The following criteria will apply to any payment of a Critical Illness Benefit:

- The benefit will be payable from the date the critical illness condition is diagnosed; and
- The benefit payable will be the monthly sum insured; and
- The benefit will not be subject to any offsets; and
- The benefit will be payable monthly in advance for either the **Payment Term** or six (6) consecutive months, whichever is the lesser, following the life assured being diagnosed as having suffered from any of the critical illness conditions, irrespective of whether the life assured meets the definition of totally or partially disabled; and
- The diagnosis of the critical illness condition must be made by an appropriate **Specialist**; and
- The life assured must have first suffered signs and symptoms of the critical illness condition after the commencement date; and
- The Critical Illness Benefit is payable instead of the total or partial disability benefit so even if the life assured meets the definition of totally or partially disabled during the period that the Critical Illness Benefit is being paid, no total or partial disability benefit will be payable; however
- If the life assured meets the definition of totally or partially disabled at any time during the period during which a Critical Illness Benefit is payable and remains continuously so until the Critical Illness Benefit ceases then the **Waiting Period** that will then apply will be reduced by the number of weeks that the life assured had been continuously partially or total disabled prior to the date that the Critical Illness Benefit ceased; and
- The **Payment Term** that will then apply will be reduced by the number of months the Critical Illness Benefit was paid for.

4.1.1 Critical Illness Definitions

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 melanoma, leukaemia, lymphoma and Hodgkin's disease which are characterised by the uncontrollable growth and spread of malignant cells and the invasion and destruction of normal tissue.

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 they result in **Radical Surgery**, chemotherapy or radiotherapy, provided that treatment is considered appropriate and necessary; or
- All non-melanoma skin cancers, unless there is evidence of metastases; or
- Malignant melanoma of less than 1.0mm using the Breslow method as determined by histological examination (or if a Breslow rating is unavailable, then malignant melanoma of less than Clarks Level 3), unless there is evidence of ulceration; or
- Prostatic cancers which are histologically described as:
 - a. TNM Classification T1; or
 - b. Gleason Score of 5 or less; unless
 - c. they result in **Radical Surgery** or **Major Treatment**; and
- Chronic Lymphocytic Leukaemia less than Rai Stage I.

- Papillary and follicular carcinoma of thyroid, histologically diagnosed as T1a (tumour 1 cm or less in greatest dimension) unless existence of lymph node and/or distant metastasis.

Chronic Kidney Failure

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

Chronic Liver Failure

Means end stage liver failure with any one (1) of the following symptoms:

- Permanent jaundice; or
- Ascites; or
- Hepatic encephalopathy.

Chronic Lung Failure

Means end stage lung disease requiring permanent supplementary oxygen therapy or with FEV 1 test results of consistently less than one (1) litre.

Coronary Artery Surgery

Means the actual undergoing of Coronary Artery Bypass Grafting to correct or treat coronary artery disease.

Heart Attack

Means a diagnosis has been made that part of the heart muscle has died due to the lack of blood supply to the heart muscle.

The diagnosis must be based on a combination of tests, medical evidence or specialist opinion which would generally be recognised by Cardiology Specialists as being appropriate for the purpose of determining whether death of part of the heart muscle has occurred.

Lesser acute coronary syndromes including unstable angina and acute coronary insufficiency are excluded.

Major Burns

Means full thickness burns to at least:

- 20% of the body surface area as measured by The Rule of Nines or the Lund & Browder Body Surface Chart; or
- 25% of the whole face requiring surgical debridement and/or grafting; or
- 50% of the whole of the surface of both hands requiring surgical debridement and/or grafting.

Major Head Trauma

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

- A 25% **Whole Person Impairment** 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 by an appropriate **Specialist** that has caused persistent neurological abnormalities resulting in either:

- A 25% **Whole Person Impairment** 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.

Stroke

Means the suffering of a stroke as a result of a cerebrovascular event. There must be clear evidence on a CT, MRI or equivalent scan that a stroke has occurred and there is evidence of either:

- Infarction of brain tissue; or
- Intracranial or subarachnoid haemorrhage.

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.

4.2 Specific Injury Benefit

Partners Life will pay a Specific Injury Benefit if the life assured suffers from any of the following specified injuries as defined below and **Partners Life** has accepted the claim:

If the life assured suffers more than one (1) specified injury, the specified injury that provides the longest payment period will apply.

The following criteria will apply to any payment of a Specific Injury Benefit:

- The Specific Injury Benefit starts when the specific injury is suffered and is paid monthly in advance until the end of the payment period or the end of the **Payment Term**, whichever is the earlier; and
- The benefit payable will be the monthly sum insured (or the daily equivalent if the number of days payable is less than one month); and
- The benefit will not be subject to any offsets; and
- The benefit will be payable monthly in advance until the earlier of the end of the specified payment period or the **Payment Term**, irrespective of whether the life assured meets the definition of totally or partially disabled; and
- The Specific Injury Benefit is payable instead of the total or partial disability benefit and if the life assured remains totally or partially disabled after the specified payment period has ended, the total or partial disability benefit (whichever is applicable) will commence and the **Waiting Period** that will then be applied will be the **Waiting Period** less the specified payment period i.e. the **Waiting Period** will start effective from the date of the injury. The **Payment Term** will then be reduced by the applicable payment period i.e. the **Payment Term** will also start effective from the date of the injury.

4.2.1 Specified Injuries and Payment Periods

Specified Injury	Payment Period
Fracture of jaw.....	30 days
Fracture of skull	30 days
Fracture of forearm	30 days
Fracture of collarbone	30 days
Fracture of wrist	45 days
Fracture of upper arm	60 days
Fracture of shoulder	60 days
Fracture of elbow	60 days
Fracture of vertebrae	60 days
Fracture of kneecap.....	60 days
Fracture of ankle.....	60 days
Fracture of heel	60 days
Fracture of leg below the knee (tibia or fibula).....	60 days
Fracture of the leg above the knee (femur)	90 days
Fracture of the pelvis.....	90 days
Loss of the thumb and index finger of the same hand	6 months
Loss of a foot or hand	12 months
Loss of sight in an eye.....	12 months
Loss of a whole leg or arm	18 months

Loss of any combination of hand, foot or sight	24 months
Paralysis (Diplegia, Hemiplegia, Paraplegia, Quadriplegia)	60 months

Where fracture means any fracture resulting from an accident requiring fixation, immobilisation or plaster cast treatment of the affected area within 48 hours of the accident. The fracture is to be certified by a **Medical Doctor** or **Specialist**.

Where loss means the total and permanent:

- Loss of the use of the hand from the wrist or the foot from the ankle joint; or
- Loss of the use of the arm from the elbow or leg from the knee joint; or
- Complete severance of the thumb and index finger from the first phalangeal joint; or
- Loss of the use of the entire thumb and entire index finger; or
- Loss of an eye or loss of all sight in the eye.

4.3 Partial Disability Bonus

Partners Life will pay a Partial Disability Bonus in addition to the **Monthly Benefit** once **Partners Life** has accepted a claim for the total disability benefit. The Partial Disability Bonus will be paid if the following criteria are met:

- At least one (1) months total disability benefit has been paid; and
- The total disability benefit is subsequently changed to a partial disability benefit due to the life assured increasing their capacity to work and/or earn an **Income**.

The Partial Disability Bonus payable is equal to 25% of the **Monthly Benefit** payable in respect of the partial disability and will be payable until the earlier of:

- The life assured no longer being partially disabled; or
- The **Payment Term** ending; or
- The **Cover Term** ending; or
- Twelve (12) monthly Partial Disability Bonus payments having been made.

4.4 Bed Confinement Benefit

Partners Life will pay a Bed Confinement Benefit, if:

- A life assured is admitted to a **Hospital** or confined to bed at home under the daily supervision of an appropriate **Medical Doctor** or **Specialist** for a period of three (3) nights or more; and
- **Partners Life** has accepted the claim.

The daily amount payable will be the equivalent of 1/30 of the monthly sum insured as detailed in the **Policy Schedule** and will be paid from the first night of bed confinement or admittance to a **Hospital** until the earlier of:

- The life assured being no longer hospitalised or confined to bed; or
- The end of the **Waiting Period** is reached.

4.5 Childcare Assistance Benefit

Partners Life recognises there may be a need for assistance with the payment of additional childcare costs while the life assured is on claim. **Partners Life** will pay a Childcare Assistance Benefit in the following circumstances:

- The life assured is totally or partially disabled and is receiving a **Monthly Benefit**; and
- As a direct result of the life assured's disability additional childcare costs are incurred over and above any childcare arrangements which existed prior to the life assured becoming disabled, in respect of any **Dependent Child** who is under the age of fourteen (14); and
- These additional childcare services are not being provided by you or an immediate family member, in **Partners Life's** sole opinion; and
- The additional childcare costs cannot be recovered from any other source; and
- **Partners Life** accepts the claim.

The amount we will reimburse under the Childcare Assistance Benefit is the lesser of:

- The actual additional childcare costs; or
- \$800.00 per month per **Dependent Child** under the age of fourteen (14).

This Childcare assistance Benefit is payable until the earlier of:

- The life assured no longer being partially or totally disabled; or
- Six (6) monthly Childcare Assistance Benefit payments have been made; or
- The end of the **Payment Term** is reached; or
- The end of the **Cover Term** is reached.

You will need to provide evidence satisfactory to **Partners Life** each month of the additional childcare fees that have been paid before **Partners Life** will make a payment under the Childcare Assistance Benefit.

4.6 Death Benefit

Partners Life will pay a Death Benefit equal to three (3) times the monthly sum insured if a life assured dies during the **Cover Term**.

4.7 Leave Without Pay Benefit

If a life assured becomes totally or partially disabled and remains so for at least the **Waiting Period** while they are on a period of leave without pay from their **Usual Occupation** (which has been approved by their employer) and **Partners Life** has accepted the claim then;

- If the total disability occurs while the life assured has been on leave for less than twelve (12) months then the benefit payable will be the total or partial disability benefit which would have been payable had the life assured become disabled immediately prior to commencing leave; or
- If the total disability occurs while the life assured has been on leave for more than twelve (12) months, the benefit payable will be that applicable for Occupation Class 5.

4.8 Waiver of Waiting Period Benefit

Partners Life will waive the **Waiting Period** where:

- A life assured suffers a new or recurrent partial or total disability within twelve (12) months of ending a claim for a partial or total disability; and
- The recurrent or new disability lasts for a continuous period of 30 days; and For a new partial or total disability, you request the **Waiting Period** be waived; and
- **Partners Life** has accepted the claim.

Where the **Waiting Period** has been waived under the Waiver of Waiting Period Benefit the following will apply:

- Once the new or recurrent disability has lasted for a continuous period of 30 days, **Partners Life** will backdate the monthly benefit to the start date of the new or recurrent disability and will commence paying a total or partial disability benefit as applicable; and
- If the **Payment Term** detailed in the **Policy Schedule** is anything other than to age 65 or to age 70, or if there are any **Payment Term** restrictions which have been applied to this policy, then the claim where the **Waiting Period** was waived will be considered to be a continuation of the previous claim for the purposes of determining the duration of the **Payment Term**, irrespective of the underlying cause of the disability; however
- If you do not request the **Waiting Period** be waived for a new partial or total disability, the new claim will be treated as an entirely new claim and the usual **Waiting Period** and **Payment Term** will apply.

For the purposes of this benefit a new disability means a total or partial disability arising as a result of an **Accident, Injury or Illness** for which the life assured has not been paid a total or partial disability benefit in the previous twelve (12) months.

4.9 Recovery Support Benefit

Partners Life may pay a Recovery Support Benefit to assist with the costs of purchasing specialised equipment for a life assured who is receiving a partial or total disability benefit.

The purchased equipment can include (but is not limited to) wheelchairs, artificial limbs, prosthetic devices, and house or car modifications.

The amount payable under the Recovery Support Benefit will be the lesser of the actual purchase price or the following:

- For **Payment Terms** of two (2) years or greater, six (6) times the monthly sum insured; or
- For **Payment Term** of twelve (12) months, three (3) times the monthly sum insured; or
- For **Payment Terms** of less than twelve (12) months, one (1) times the monthly sum insured.

The Recovery Support Benefit will be reduced by any costs reimbursed from any other source.

You will need to request approval from **Partners Life** for the purchase and then provide evidence satisfactory to **Partners Life** of the purchase price that has been paid before **Partners Life** will accept a claim and make a payment under the Recovery Support Benefit.

4.10 Return to Home Benefit

Partners Life will pay a Return To Home Benefit if the life assured has been working outside of New Zealand for more than three (3) consecutive months and then suffers a partial or total disability and **Partners Life** has accepted the claim.

The Return To Home Benefit will reimburse the cost of a standard economy flight back to New Zealand for you and one (1) support person.

You will need to provide evidence of the transport costs satisfactory to **Partners Life** before a claim under the Return To Home Benefit will be paid.

In total the maximum we will pay over the life of the policy under the Return To Home Benefit is \$10,000.

4.11 Vocational Retraining and Rehabilitation Benefit

While a life assured is receiving a partial or total disability benefit **Partners Life** may, at its sole discretion, pay a Vocational Retraining and Rehabilitation Benefit to assist the life assured to return to work. The Vocational Retraining and Rehabilitation Benefit will reimburse the actual costs incurred by the life assured up to a maximum of 24 times the monthly sum insured. The Vocational and Retraining Benefit is not available for **Payment Terms** which are less than two (2) years.

The retraining or rehabilitation program undertaken must, in **Partners Life's** sole opinion, assist the life assured to:

- Return to work; or
- Improve their capacity to work.

Partners Life must agree to meet any vocational retraining or rehabilitation costs in writing prior to those costs being incurred and you will need to provide evidence satisfactory to **Partners Life** of the costs that are payable in respect of the applicable retraining or rehabilitation program before **Partners Life** will make a payment under the Vocational Retraining and Rehabilitation Benefit.

4.12 Return to Work Benefit

Partners Life will pay a Return to Work Benefit where the life assured has received a Vocational and Rehabilitation Benefit, and then immediately returns to **Full Time** work. The Return to Work Benefit is payable as follows:

- After three (3) consecutive months of **Full Time** work we will pay an amount equal to one (1) times the monthly sum insured; and

- After six (6) consecutive months of **Full Time** work we will pay an amount equal to two (2) times the monthly sum insured.

The life assured will need to provide evidence satisfactory to **Partners Life** that they have been back at **Full Time** work for the timeframes specified above.

4.13 Special Care Benefit

Partners Life will pay a Special Care Benefit in addition to the **Monthly Benefit**, if the life assured is receiving a total disability benefit and an appropriate **Medical Doctor** or **Specialist** approved by **Partners Life** certifies that the life assured requires **Full Time Care** at home as a direct result of their total disability.

The **Full Time Care** must be provided by either:

- A person whose profession it is to provide nursing or similar services; or
- A direct family member who was in paid work for at least 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 will be the lesser of:

- The monthly sum insured; or
- \$2,500 per month; or
- 75% of the after-tax **Income** for the family member that ceases work to be the full-time caregiver; or
- The cost of the care, if it is provided by a person whose profession it is to provide nursing or similar services.

Where the Special Care Benefit is paid for an incomplete month, payment will be at the rate of 1/30th (one-thirtieth) of the monthly amount per day. This Special Care Benefit ends on the earlier of:

- The life assured no longer being certified as requiring **Full Time Care**; or
- Six (6) monthly Special Care Benefit payments having been made; or
- The **Payment Term** ending; or
- The **Cover Term** ending.

4.14 Total and Permanent Disability Benefit

If a life assured has been receiving a total disability benefit for a continuous period of the lesser of twelve (12) months or the **Payment Term** and they are certified by an appropriate **Medical Doctor** or **Specialist** as being totally and permanently disabled and **Partners Life** has accepted the claim, **Partners Life** will pay a Total and Permanent Disability Benefit of the following:

- For **Payment Terms** of two (2) years or greater, 24 times the monthly sum insured; or
- For **Payment Term** of twelve (12 months), twelve (12) times the monthly sum insured; or
- For **Payment Terms** of less than twelve (12) months, three (3) times the monthly sum insured.

The amount payable under the Total and Permanent Disability Benefit will not affect any ongoing amount payable under the Income Cover Agreed Value benefit.

Total and permanent disability means:

Occupation Classes 1-4

- The life assured has been totally absent from his or her own occupation through **Accident**, **Illness** or **Injury** for an uninterrupted period of 90 days and in **Partners Life's** sole opinion, after consideration of all the medical evidence and such other evidence as **Partners Life** may require, has become so incapacitated that he or she is unlikely to ever be able to resume (whether for reward or otherwise) his or her own occupation that they were employed in immediately prior to the commencement of total and permanent disability; or

- The life assured is totally and irreversibly unable to perform at least two (2) **Activities of Daily Living** as a result of **Accident, Illness or Injury** without the assistance of another person; or
- The life assured has suffered the permanent loss of cognitive function due to a permanent, irreversible **Accident, Illness or Injury** to the brain resulting in the following impairments:
 - a. Disorientation in time and place; and
 - b. Mini-mental score of less than twenty (20) out of thirty or an equivalent level of impairment under an equivalent test; or
- Has lost the sight of both eyes entirely and irrevocably; or
- Has suffered the total and irrecoverable loss of the:
 - a. Use of both hands; or
 - b. Use of both feet; or
 - c. Use of one (1) hand and one (1) foot; or
- Has lost the sight in one eye entirely and irrevocably; and has suffered the total and irrecoverable loss of the:
 - a. Use of one (1) hand; or
 - b. Use of one (1) foot.

Occupation Class 5

- The life assured is totally and irreversibly unable to perform at least two (2) **Activities of Daily Living** as a result of **Accident, Illness or Injury** without the assistance of another person; or
- The life assured has suffered the permanent loss of cognitive function due to a permanent, irreversible **Accident, Illness or Injury** to the brain resulting in the following impairments:
 - a. Disorientation in time and place; and
 - b. Mini-mental score of less than twenty (20) out of thirty (30) or an equivalent level of impairment under an equivalent test; or
- Has lost the sight of both eyes entirely and irrevocably; or
- Has suffered the total and irrecoverable loss of the:
 - a. Use of both hands; or
 - b. Use of both feet; or
 - c. Use of one (1) hand and one (1) foot; or
- Has lost the sight in one eye entirely and irrevocably; and has suffered the total and irrecoverable loss of the:
 - a. Use of one (1) hand; or
 - b. Use of one (1) foot.
- The life assured is totally and irreversibly unable to perform three (3) of the **Normal Domestic Duties** as a result of **Accident, Illness or Injury** without the assistance of another person.

4.15 Emergency Transportation Benefit

Partners Life will pay an Emergency Transportation Benefit to assist with the costs of emergency transport where:

- The transport has been recommended by an appropriate **Medical Doctor** or **Specialist** as medically required; and
- **Partners Life** accepts the claim.

The amount of Emergency Transportation Benefit payable is equal to the actual costs incurred or three (3) times the monthly sum insured, whichever is the lesser.

You will need to provide evidence satisfactory to **Partners Life** of the costs that you incurred in respect of the emergency transport before **Partners Life** will make a payment under the Emergency Transport Benefit.

The Emergency Transportation Benefit is payable only once in any one (1) twelve (12) month period.

4.16 Increasing Income Benefit

If your **Income** increases at any time as a result of an increased remuneration package for employees or as a result of increased business profits for the self-employed, you may apply to increase the sum

insured provided under this Income Cover Agreed Value benefit without further assessment of health by **Partners Life** if:

- The life assured is under the age of 55 at the time of increase; and
- No benefit is being received or is payable under this Income Cover Agreed Value benefit; and
- Total premiums are not being waived for any reason; and
- All total premiums are paid to date; and
- Your policy is not in a period of premium holiday or policy suspension.

4.16.1 Limitations on Increasing Income Benefit

The following limitations apply to increases under this Increasing Income Benefit:

- The maximum for any one (1) increase is limited to the amount that can be justified to **Partners Life**, at its sole discretion, as a direct result of the increased income; and
- Should a claim occur within the 90 days immediately following an increase being effected, the amount of any increase under this benefit that will be included in that claim will be limited to 10% of the pre-increase sum insured; and
- The total of all increases under this Increasing Income Benefit cannot exceed the original sum insured at the commencement date of this **Protection Benefit**; and
- Once the monthly sum insured exceeds \$12,000 no further increases will apply; and
- You must apply in writing to **Partners Life** and provide evidence satisfactory to **Partners Life** of the increased **Income** within 90 days of the increase in **Income** occurring, within 90 days of the previous year's financial accounts are finalised (where applicable), or within 60 days of the following **Policy Anniversary Date**, whichever is the later.

5. Optional Benefits

5.1 Reduction in Waiting Period Benefit

If this option is shown in the **Policy Schedule** and the life assured's occupational circumstances change in such a way as to justify a reduction in the **Waiting Period**, including but not limited to changes in the life assured's entitlement to paid sick leave, you may apply to reduce the **Waiting Period** provided under this Income Cover Agreed Value benefit without further assessment of health by **Partners Life** if:

- The life assured is under the age of 55 at the time of reduction; and
- No benefit is being received, or is entitled to be received, under this Income Cover Agreed Value benefit; and
- Total premiums are not being waived for any reason; and
- All total premiums are paid to date; and
- Your policy is not in a period of premium holiday or policy suspension.

Any reduction in **Waiting Period** will increase the monthly premium accordingly.

5.1.1 Limitations on Reduction in Waiting Period Benefit

The following limitations apply to reductions under the Reduction in Waiting Period Benefit:

- You must apply in writing to **Partners Life** and provide evidence satisfactory to **Partners Life** of the change in occupational circumstances within 90 days of the change in those employment conditions occurring; and
- The new **Waiting Period** will be limited to that which is justifiable, in **Partners Life's** sole opinion, on the basis of the change in occupational circumstances.

5.2 Dependent Caregiver Benefit

If this option is shown in the **Policy Schedule** for a life assured then **Partners Life** will pay a Dependent Caregiver Benefit if, during the **Cover Term**, the life assured is required to take employer approved leave without pay or to cease work altogether to undertake **Full Time Care** of a totally disabled dependant relative, as defined below, and **Partners Life** has accepted the claim.

A dependent relative is defined as the mother, father, brother, sister, son, daughter, father-in-law, mother-in-law, grandfather, grandmother, grandchild, spouse, de facto partner or **Civil Union** partner

of the life assured who cannot safely take care of themselves without supervision as a direct result of a total disability. The dependent relative must be under the age of 55 at the date of first becoming disabled.

The amount of Dependent Caregiver Benefit payable each month will be the lesser of:

- 75% of the monthly sum insured; or
- \$3,500 per month.

The amount payable will be reduced by any amounts received or entitled to be received by the life assured from any other sources in relation to their care of the dependent relative.

This Dependent Caregiver Benefit is payable until the earlier of:

- The dependent relative no longer requiring **Full Time Care**; or
- Six (6) monthly Dependent Caregiver Benefit payments having been made; or
- The life assured no longer providing **Full Time Care** for the dependent relative;
- The life assured returning to paid work; or
- The end of the **Payment Term** is reached; or
- The end of the **Cover Term** is reached.

Partners Life will not pay a benefit where the reason for the total disability is a **Pre-existing Condition**.

For the purposes of this benefit, at the time of claim, the life assured:

- Must be in Occupation Classes 1-4; and
- Must have been working for **Income** for at least 28 hours per week immediately prior to the commencement of the dependent relative's total disability.

Partners Life requires:

- Evidence from an appropriate **Medical Doctor** or **Specialist** approved by **Partners Life** certifying that the **Full Time Care** of the dependent relative is required directly as a result of the total disability of that dependent relative and that the total disability was not a **Pre-existing Condition**; and
- The life assured to have exhausted all leave entitlements available to them before claiming under this Dependent Caregiver Benefit.

5.3 Payment Term Restriction Discount

If this option is shown in the **Policy Schedule** your **Protection Premiums** will be discounted by 10% and the Income Cover Agreed Value benefit will be restricted as follows:

If the life assured becomes totally or partially disabled as a direct or indirect result of a mental illness as defined below, then the **Payment Term** for any claim arising out of the disability will be restricted to two (2) years from the end of the **Waiting Period**, irrespective of the actual **Payment Term** detailed in the **Policy Schedule**.

Mental illness is defined as any of the following as diagnosed by an appropriate **Medical Doctor** or **Specialist**:

- Depression
- Anxiety
- Stress related disorders
- Phobias

The Payment Term Restriction Discount is not available where the **Payment Term** for this Income Cover Agreed Value benefit shown in the **Policy Schedule** is 24 months or shorter.

5.4 Retirement Protection Benefit

If this option is shown in the **Policy Schedule** and the life assured is receiving a partial or total disability benefit, then **Partners Life** will pay the Retirement Protection Benefit directly to the life assured's KiwiSaver scheme provider on behalf of the life assured.

The amount of Retirement Protection Benefit payable each month will be the monthly sum insured multiplied by the percentage shown in the **Policy Schedule**.

The Retirement Protection Benefit will cease at the earlier of:

- The life assured no longer being partially or totally disabled; or
- The end of the **Payment Term**; or
- The end of the **Cover Term**; or
- The life assured successfully claiming against the severe hardship, serious illness, or other such provision under the KiwiSaver scheme.

5.5 Booster Benefit

If this option is shown in the **Policy Schedule** for the life assured, and the **Payment Term** is twelve (12) months or greater, the total or partial disability benefit payable for first three (3) months following the end of the **Waiting Period** will be increased by one-third (1/3rd).

The Booster Benefit will not be paid again if a life assured suffers a recurrence of partial or total disability as a result of the same illness or injury within twelve (12) months of ending the claim for a partial or total disability.

5.6 Total and Permanent Disability Booster Benefit

If this option is shown in the **Policy Schedule** for the life assured, and **Partners Life** has accepted a claim under Clause 4.14 Total and Permanent Disability Benefit, **Partners Life** will also pay a Total and Permanent Disability Booster Benefit.

The following criteria will apply to any payment of the Total and Permanent Disability Booster Benefit:

- The benefit payable will be the monthly sum insured plus an additional one-third (1/3rd); and
- The benefit will not be subject to any offsets; and
- The benefit will be payable until the end of the **Payment Period** is reached, or the end of the **Cover Term** is reached, or until the life assured is no longer totally and permanently disabled, whichever is the earlier; and
- The Total and Permanent Disability Benefit is payable in replacement of the total or partial disability benefit meaning no total or partial disability benefit is payable whilst the Total and Permanent Disability Booster Benefit is being paid.

The Total and Permanent Disability Booster Benefit is not available where the **Payment Term** for this Income Cover Agreed Value benefit shown in the **Policy Schedule** is twelve (12) months or shorter.

6. How to Make a Claim

Partners Life may not pay any claim under the Income Cover Agreed Value benefit until **Partners Life** has received all the information **Partners Life** requires to assess the claim and is satisfied that the life assured fulfils the relevant criteria.

Partners Life will need to assess the ongoing validity of any claim made before any **Monthly Benefit** can be paid. To allow this process to be completed **Partners Life** will require the documentation listed below and any other information **Partners Life** deems necessary:

- A completed claim form; and
- A letter or certificate from a **Medical Doctor**, that the life assured satisfies, in **Partners Life's** opinion, the definition of totally or partially disabled; and
- For partial disability claims, proof which, in **Partners Life's** opinion, confirms a reduction in **Income** or a reduction in working hours resulting directly from the partial disability; and

- Proof of identity and age of the life assured unless this has previously been provided to and recorded by **Partners Life**; and
- Ongoing medical certification, which confirms, in **Partners Life**'s opinion, that the life assured remains totally or partially disabled and is compliant with the prescribed treatment and advice; and
- Details of any **Income** being received; and
- Details of any benefit being received or entitled to be received, from any other persons or organisations (including the ACC) as a result of the same disability.

Partners Life reserves the right to require the life assured to undergo a medical examination or other reasonable tests to confirm the extent of their disability.

Depending on the individual circumstances surrounding each claim, and at **Partners Life**'s sole discretion, **Partners Life** may also request any other additional claim proof that it determines is necessary to complete its assessment of the claim.

7. When Partners Life Will Not Pay a Claim

Partners Life will not pay anything under this Income Cover Agreed Value benefit if the life assured becomes partially or totally disabled as a direct or indirect result of:

- Pregnancy complications, unless they last longer than 90 days past the delivery of the baby. Normal post pregnancy discomforts such as backache, varicose veins, ankle swelling, breast feeding issues or bladder problems shall not be considered as complications of pregnancy; and
- Intentional self-inflicted harm (whether sane or insane); and
- Participating in a **Criminal Act**.

Partners Life will also not pay anything under this Income Cover Agreed Value benefit where you or the life assured have not provided all the relevant information in support of a claim or where the life assured refuses to undergo a medical examination or other confirmatory tests which **Partners Life** deems necessary to determine whether a claim can be accepted.

Partners Life will also not pay anything under this Income Cover Agreed Value benefit if the life assured is non-compliant with the medical treatment recommended as appropriate by a **Medical Doctor** and **Specialist** or if **Partners Life** has declined a claim under Clause 5.2 Non-Disclosure, Misstatement and Fraudulent/False Claims of this policy document.

8. How to Contact Partners Life about Claiming a Benefit

You can call **Partners Life** on 0800 145 433 or your adviser to find out what to do in the event of a claim.

9. Taxation on Premiums and Claims Payments

Partners Life is unable to provide a binding tax ruling for the taxation position of this Income Cover Agreed Value benefit. However, in the interests of trying to provide some guidance to you on the tax position of the product, we have outlined below our current understanding of the tax position of this contract. **Partners Life** cannot and does not guarantee the correctness of this understanding nor take any responsibility for any tax outcomes that may arise from any differences between our understanding as detailed below and the view of the Inland Revenue Department. Accordingly we advise you to seek expert tax advice on this issue.

Our understanding

Premiums payable for this Income Cover Agreed Value benefit are not tax deductible and claims proceeds received are not taxable as income.

Our undertaking

If our understanding of the tax position of this Income Cover Agreed Value benefit changes as a result of information received from the Inland Revenue Department we will notify you in writing and will

allow you to make changes to the benefit sum insured without any further health assessment, in order to achieve the same after tax position as would have been the case based on our understanding detailed above. The **Protection Premiums** will change accordingly. We must receive your written request to amend the sum insured within 90 days of the date we notified you of the change in our understanding of the tax position.

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