

## Personal Cover - Accidental Death Benefit

### SECTION A - DEFINED TERMS

#### DEFINED TERMS

In this **Policy** certain words have particular meanings. These words are in **Bold** and the meanings set out below.

#### **Interpretation**

Throughout this **Policy** '**We**', '**Our**' '**Us**' or '**AIA New Zealand**' means AIA International Limited - New Zealand Branch, and/or any related and/or authorised companies and agents (including company officers acting in the scope of their authority). '**You**' or '**Your**' means the **Policy Owner(s)**.

#### **Accidental Death**

Means death which is the result of external or internal bodily injury caused directly by violent external visible means, not attributable to any other event.

#### **Accelerated Benefit**

Means the Trauma Cover or Total Permanent Disability Cover taken out on an accelerated basis with Life Cover as set out in **Your Policy Schedule**.

Payment of this **Benefit** will lead to a proportional reduction in the amount of the Life Cover as appropriate.

#### **Benefit(s)**

Means the **Benefit** specified in the **Policy Schedule** (and subject to the terms and conditions of this **Policy**).

#### **Civil Union**

Means a **Civil Union** as defined in the Civil Union Act 2004.

#### **Consumer Price Index Increase**

Means any increase in the index published by the Statistics Department of New Zealand for "All Groups" as at 30 September each year (or the nearest equivalent index should this index be replaced).

#### **Criminal Act**

Means participation in an action that constitutes an offence under the Crimes Act 1961, whether or not that action results in a conviction on indictment or on summary conviction.

#### **Full-Time Care**

Means having primary responsibility and actively undertaking, whether shared or alone, the day-to-day care of persons who cannot safely take care of themselves without supervision.

#### **Life Assured**

Means the **Life Assured** or **Lives Assured** listed in **Your Policy Schedule**.

#### **Manifested**

Means that symptoms have arisen which cause an ordinarily prudent person to seek diagnosis, care or treatment, or that medical advice or treatment has been recommended by or received from a **Medical Practitioner**.

#### **Marriage**

Means a **Marriage** as defined in the Marriage Act 1955.

#### **Medical Practitioner**

Shall mean any person approved by **Us** registered with the Medical Council of New Zealand to render medical or surgical services, and who holds an Annual Practising Certificate. For diagnoses made outside New Zealand, this definition covers any appropriately qualified medical professional approved by **Us**. This definition excludes any person who is himself/herself the **Life Assured**, the **Policy Owner**, the spouse, de facto spouse, **Civil Union** partner, lineal relative, or business partner/associate of the **Life Assured** or **Policy Owner**.

**Policy**

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

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

**Policy Anniversary Date**

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

**Policy Commencement Date**

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

**Policy Owner**

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

**Policy Schedule**

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

**Policy Year**

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

**Premium**

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

**Premium Guarantee Period**

Means the period of time specified in **Your Policy Schedule** during which the **Premium Rates** applicable to **Your Policy** are guaranteed not to increase.

**Premium Rates**

Means the underlying **Premium Rates We** use to calculate **Your Premium** based on factors including the age, health, occupation and circumstances of the **Life Assured**.

**Sum Assured**

Means the **Sum Assured** for the **Benefit(s)** as set out in **Your Policy Schedule**.

**Total Premium**

Means the sum of the **Premium** and the policy fee together with any applicable GST as specified in **Your Policy Schedule**

## SECTION B - ACCIDENTAL DEATH BENEFIT FEATURES

**JURISDICTION AND CURRENCY** 1 The laws of New Zealand apply to this **Policy**. The New Zealand courts have exclusive jurisdiction. All monetary amounts referred to in this **Policy** are expressed and payable in New Zealand dollars and include GST.

**RESPONSIBILITY FOR TRUTHFULNESS** 2 **A** When **You** apply for insurance with **AIA New Zealand** and when **You** make a claim on the **Policy**, **You** have a legal duty of disclosure to **AIA New Zealand**.

The duty of disclosure means that:

1. All the statements that **You** or any **Life Assured** make to **AIA New Zealand** (both written and oral), including the answers in:
  - a. the application;
  - b. any claim made by **You**; and
  - c. any other communication by **You** or any **Life Assured** with **AIA New Zealand**;must be complete, true and correct.
2. **You** and any **Life Assured** must disclose everything that **You** or any **Life Assured** know, or could reasonably be expected to know, that is relevant to **AIA New Zealand's** decision whether:
  - a. to accept **Your** application for insurance, on what terms **AIA New Zealand** will accept it and how much it will cost; or
  - b. to accept **Your** claim on the **Policy**.
3. This duty of disclosure in relation to **Your** application for insurance continues from the time **You** complete the application until either:
  - a. the **Policy Commencement Date** or the date **AIA New Zealand** accepts **Your** application for insurance, whichever is later; or
  - b. **AIA New Zealand** declines **Your** application for insurance.
4. **You** and any **Life Assured** also have the same duty of disclosure to **AIA New Zealand** throughout the term of the **Policy** whenever **You** or any **Life Assured** communicate with **AIA New Zealand** and whenever **You** extend, vary or reinstate **Your** insurance.

### **IMPORTANT**

If **You** or any **Life Assured** do not comply with **Your** duty of disclosure, **AIA New Zealand** may at its discretion do any or all of the following:

1. Decline any claim that **You** make;
2. Alter the terms of any **Benefits** under the **Policy**;
3. Remove any **Benefits** under the **Policy**;
4. Void **Your Policy** from the **Policy Commencement Date**;
5. Retain all **Premiums**, policy fees and recover any **Benefits** paid;
6. Terminate this **Policy**.

**If You are not sure whether You are required to disclose a particular fact, please ask AIA New Zealand or Your insurance adviser.**

**B** If the age of the **Life Assured** was misstated in the application, the amount payable under this **Policy** will be adjusted to the amount that the **Premiums** would have purchased if the correct age had been disclosed.

<b>PREMIUM RATES</b>	<b>3</b>	<p>No increase in <b>Premium Rates</b> will apply to this <b>Policy</b> as a result of change in the health, occupation or circumstances of the <b>Life Assured</b> except as provided for in Clause 4 "Occupation Change" below. However, <b>We</b> have the right to review at any time and from time to time the <b>Premium Rates</b> and handling fees applicable to this <b>Policy</b> and to apply the reviewed rates and fees to this <b>Policy</b>.</p>
<b>OCCUPATION CHANGE</b>	<b>4</b>	<p>In the event of the <b>Life Assured</b> changing occupation to any of the following, then the <b>Life Assured</b> shall notify <b>Us</b>, and <b>We</b> may decline future cover or increase future <b>Premiums</b>. In the event of <b>Accidental Death</b> (as defined in Clause 13 "Benefit Payment" below) arising from such occupation, if <b>We</b> have not received notification then <b>We</b> may decline the claim. The occupations requiring notifications are:</p> <ul style="list-style-type: none"> <li>• Demolition Workers</li> <li>• Telephone and Telegraph Workers</li> <li>• Electrical Power Workers</li> <li>• Involvement in Explosives and Munitions.</li> </ul>
<b>PREMIUM PAYMENTS</b>	<b>5</b>	<p>With <b>Our</b> agreement the annual <b>Total Premium</b> may be paid by equal fortnightly, monthly, quarterly or half-yearly instalments but with such handling fees as <b>We</b> shall determine from time to time. <b>We</b> may cancel this arrangement at any time in respect of future <b>Total Premiums</b>.</p> <p>The <b>Policy Owner</b> may apply to <b>Us</b> to change the <b>Premium</b> or <b>Benefits</b> attributable to this <b>Policy</b>. Subsequent to this, <b>We</b> may change the <b>Premium</b> and/or alter any <b>Benefits</b> under this <b>Policy</b> in accordance with this instruction.</p>
<b>POLICY FEE</b>	<b>6</b>	<p><b>We</b> will charge <b>You</b> a policy fee, which forms part of <b>Your Total Premium</b>. The policy fee is used to pay the ongoing administration costs of this <b>Policy</b>. The policy fee is specified in <b>Your Policy Schedule</b>. <b>We</b> may change this policy fee from time to time. If this occurs any such change will be notified to <b>You</b> in writing.</p>
<b>PERIOD OF ASSURANCE</b>	<b>7</b>	<p>The term of this <b>Policy</b> and the period of assurance covered by each annual <b>Total Premium</b>, or instalment of annual <b>Total Premium</b>, terminates on the due date of the next annual <b>Total Premium</b> or instalment. A thirty (30) day grace period is allowed after the due date for payment of each <b>Total Premium</b>.</p> <p>This <b>Policy</b> will automatically terminate if the <b>Total Premium</b> is not paid before the expiration of the grace period. In such an instance this <b>Policy</b> can be reinstated subject to:</p> <ul style="list-style-type: none"> <li>• <b>Our</b> consent; and</li> <li>• such evidence of continued good health of the <b>Life Assured</b> as <b>We</b> may require; and</li> <li>• the payment of all <b>Total Premiums</b> in arrears together with such interest thereon as <b>We</b> may decide.</li> </ul> <p>We may vary your <b>Benefits</b>, charge additional <b>Premiums</b> or not allow <b>You</b> to reinstate the <b>Policy</b> if the health, occupation, financial position or pastimes of the <b>Life Assured</b> have changed.</p>

<b>TERMINATION</b>	<b>8</b>	<p>Unless previously terminated, this <b>Policy</b> shall terminate on the earliest of:</p> <p><b>A</b> The anniversary of the <b>Policy Commencement Date</b> following the <b>Life Assured</b> attaining age sixty-four (64).</p> <p><b>B</b> Payment of the <b>Accidental Death Benefit</b>.</p> <p><b>C</b> Written notification of cancellation from <b>You</b> to <b>Us</b> at any time.</p> <p><b>D</b> Non-payment of <b>Total Premium</b> as set out in Clause 7 "Period of Assurance" above.</p> <p><b>E</b> The death of the <b>Life Assured</b>.</p>
<b>FORFEITURE OF PREMIUMS</b>	<b>9</b>	<p>If this <b>Policy</b> is avoided or is terminated under any of the terms and conditions of this <b>Policy</b>, all <b>Total Premiums</b> paid shall be absolutely forfeited to <b>Us</b>.</p>
<b>WORLDWIDE COVER</b>	<b>10</b>	<p>Cover under this <b>Policy</b> applies twenty-four (24) hours a day, anywhere in the world. If you are overseas during the period of a claim, <b>Benefits</b> will be paid in New Zealand currency.</p>
<b>ENTIRE CONTRACT</b>	<b>11</b>	<p>This <b>Policy</b> is the entire contract of insurance between <b>You</b> and <b>AIA New Zealand</b>. It comprises the following parts:</p> <p><b>Your</b> application for insurance; and</p> <ul style="list-style-type: none"> <li>• this <b>Policy</b> wording; and</li> <li>• the <b>Policy Schedule</b>; and</li> <li>• any other written notice that <b>AIA New Zealand</b> gives <b>You</b>; and</li> <li>• any written notice that <b>You</b> give <b>Us</b>.</li> </ul>
<b>TAX CHANGES</b>	<b>12</b>	<p>In the event of any changes in taxation after the <b>Policy Commencement Date</b> which affects the <b>Benefits</b> or <b>Our</b> liability, <b>We</b> may make such amendments or modifications to the <b>Premium</b> and <b>Benefits</b> and this <b>Policy</b> as <b>We</b> consider appropriate.</p>
<b>GENERAL</b>	<b>13</b>	<p><b>A</b> This <b>Policy</b> does not participate in bonus distributions or acquire a cash surrender, loan or maturity value.</p> <p><b>B</b> Where this <b>Policy</b> refers to an Act of Parliament, this includes any Regulations made under it. It also includes any Act or Regulations enacted in substitution.</p> <p><b>C</b> <b>Your</b> life insurance <b>Policy</b> is part of the <b>AIA New Zealand</b> Statutory Fund, effective 1<sup>st</sup> September 2013. This is a requirement under the Insurance (Prudential Supervision) Act 2010, for policyholder protection.</p>
<b>BENEFIT PAYMENT</b>	<b>14</b>	<p><b>We</b> will pay an <b>Accidental Death Benefit</b> on the <b>Life Assured</b> where death occurs from an injury caused by violent, accidental, external and visible means within ninety (90) days after the date on which the injury happened. Death must occur before the <b>Life Assured</b> turns age sixty-five (65). The sole cause of death must be the accidental injury. The amount of <b>Benefit</b> payable on the <b>Accidental Death</b> of the <b>Life Assured</b> is shown in the <b>Policy Schedule</b>.</p>

<b>EXCLUSIONS</b>	<b>15</b>	<p><b>We</b> will not pay any <b>Benefit</b> where the death, or the injury which resulted in death, was directly or indirectly caused or contributed to by, or directly or indirectly arose from the <b>Life Assured</b>:</p> <ul style="list-style-type: none"> <li>• deliberately injuring himself or herself or attempting to do so</li> <li>• participating in any <b>Criminal Act</b></li> <li>• being under the influence of alcohol or drugs except where the drugs were prescribed by and were being used in accordance with the directions of a registered <b>Medical Practitioner</b></li> <li>• flying or being in any aerial device other than as a fare-paying passenger</li> <li>• whilst participating in motor sport or racing, scuba diving, mountaineering or other such hazardous pursuits, unless notified to and confirmed by <b>Us</b> as covered under this <b>Policy</b>.</li> </ul>
<b>FREE LOOK PERIOD</b>	<b>16</b>	<p>To enable <b>You</b> to consider the <b>Policy</b> in detail <b>You</b> will have a free look period of fourteen (14) days after <b>You</b> receive <b>Your Policy</b> document. During this period, if <b>You</b> decide that the <b>Policy</b> does not suit <b>Your</b> needs then <b>You</b> may return it to <b>Us</b> and receive a full refund of all <b>Total Premiums</b> paid and the <b>Policy</b> will be cancelled.</p>
<b>NOTICES</b>	<b>17</b>	<p>Should <b>You</b> write to <b>Us</b> about this <b>Policy</b>, <b>You</b> must send the letter to <b>Our</b> head office in New Zealand as notified by <b>Us</b> to <b>You</b> from time to time.</p> <p>The postal address of <b>AIA New Zealand's</b> head office is:  <b>AIA New Zealand</b>  Private Bag 300981  Albany  AUCKLAND CITY 0752</p> <p>The street address of <b>AIA New Zealand's</b> head office is:  <b>AIA New Zealand</b>  Level 15  5-7 Byron Avenue  Takapuna  AUCKLAND CITY 0740</p>

*(INSIGHT 32.0.0 February 2018)*