Business Cover Professional - Business Continuation Cover

SECTION A - DEFINED TERMS

DEFINED TERMS

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

Interpretation

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

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.

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.

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**.

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**.

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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 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**.

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SECTION B - BUSINESS CONTINUATION COVER FEATURES

JURISDICTION AND CURRENCY

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

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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:

- All the statements that You or any Life Assured make to AlA 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.

- 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:
- 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.

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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.

PREMIUM RATES

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No increase in **Premium Rates** will apply to this **Policy** as a result of a change in the health, occupation or circumstances of the **Life Assured**. However, **We** have the right to review at any time and from time to time the **Premium Rates** and handling fees applicable to all Business Continuation Cover policies and to apply the reviewed rates and fees to this **Policy** on thirty (30) days notice.

PREMIUM PAYMENTS

With **Our** agreement the annual **Total Premium** may be paid by equal fortnightly, monthly, quarterly or half-yearly instalments but with such handling fees as **We** shall determine from time to time. **We** may cancel this arrangement at any time in respect of future **Total Premiums**.

The **Policy Owner** may apply to **Us** to change the **Premium** or **Benefits** attributable to this **Policy**. Subsequent to this, **We** may change the **Premium** and/or alter any **Benefits** under this **Policy** in accordance with this instruction.

POLICY FEE 5

We will charge You a policy fee, which forms part of Your Total Premium. The policy fee is used to pay the ongoing administration costs of this Policy. The policy fee is specified in Your Policy Schedule. We may change this policy fee from time to time. If this occurs any such change will be notified to You in writing.

PERIOD OF ASSURANCE

The term of this **Policy** and the period of assurance covered by each annual **Total Premium**, or instalment of annual **Total Premium**, terminate on the due date of the next annual **Total Premium** or instalment. A thirty (30) day grace period is allowed after the due date for payment of each **Total Premium**.

This **Policy** will automatically terminate if the **Total Premium** is not paid before the expiration of the grace period. In such an instance this **Policy** can be reinstated subject to:

- Our consent: and
- such evidence of continued good health of the Life Assured as We may require; and
- the payment of all **Total Premiums** in arrears together with such interest thereon as **We** may decide.

We may vary your **Benefits**, charge additional **Premiums** or not allow **You** to reinstate the **Policy** if the health, occupation, financial position or pastimes of the **Life Assured** have changed.

CLAIM PROCEDURE

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- Written proof of **Total Disability** (as defined in Clause 1 "Total Disability" under Section D below) acceptable to **Us** must be given to **Us** within thirty (30) days after the **Life Assured** becomes **Totally Disabled**.
- B If You do not provide written proof satisfactory to Us within that time, the Waiting Period (as defined in Clause 5 "Waiting Period" under Section D below) may be deemed by Us to have commenced no earlier than thirty (30) days before We received written proof.

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- **C** Any expense incurred in providing due proof of the existence of a claim or of income shall be borne by **You**.
- We shall have the right and opportunity to call for an examination of the Life Assured by any Medical Practitioner or appropriately qualified health professional of Our choice at Our expense as often as We may reasonably require both during the initial assessment of a claim and during any ongoing claim.
- E If the **Life Assured** suffers personal injury or sickness which is as a result of or in any way caused by any other person or party, then **We** shall be entitled at **Our** expense and in the name of the **Life Assured** to take any proceedings necessary to obtain recovery from any other party. The **Life Assured** must provide all reasonable assistance and co-operation in the prosecution of the claim.
- F Responsibilities during claims assessment and while in receipt of Business Continuation Cover **Benefits**:
 - Undergo assessment of present and likely capabilities for the purposes of rehabilitation, at the expense of AIA New Zealand.
 - Follow the advice of the treating Medical Practitioner, including recommended courses of treatment and rehabilitation.
 - Co-operate with AIA New Zealand in the development and implementation of a rehabilitation plan in order to endeavour to terminate or reduce the extent of any disability, impairment or incapacity.
 - The Life Assured must notify AIA New Zealand before he
 or she returns to any work, paid or unpaid, in any capacity.
 - 5. The **Life Assured** must advise **AIA New Zealand** immediately if they increase work hours.
 - If any of these responsibilities are not met when reasonably required by AIA New Zealand, We have the right to either suspend claim payments or decline Your claim.
 - a. AIA New Zealand must give the Life Assured written notice of any proposed suspension not less than thirty (30) days before the proposed suspension date.
 - AIA New Zealand may decline to provide any Benefit for as long as the Life Assured unreasonably fails to comply with any requirement of the terms and conditions relating to Your claim or fails to meet their responsibilities outlined above.

We also have the right to recover overpayments from **You**, if these responsibilities are not met.

FORFEITURE OF PREMIUMS

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If this **Policy** becomes void or is terminated under any of these conditions all **Total Premiums** paid shall be absolutely forfeited to **Us**.

TERMINATION

Unless previously terminated, this **Policy** and any ongoing claims shall terminate on the earliest of:

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the **Life Assured** attaining the age of sixty-five (65) regardless of whether a claim is being paid. В Written notification of cancellation from You to Us at any time. C The death of the Life Assured. Non-payment of **Total Premium** as set out in Clause 6 "Period of Assurance" above. **WORLDWIDE** 10 Cover under this **Policy** applies twenty-four (24) hours a day, COVER anywhere in the world. If You are overseas during the period of a claim, Benefits will be paid in New Zealand currency. **ENTIRE CONTRACT** 11 This **Policy** is the entire contract of insurance between **You** and AIA New Zealand. It comprises the following parts: Your application for insurance; and this **Policy** wording; and the Policy Schedule; and any other written notice that AIA New Zealand gives You; any written notice that You give Us. In the event of any changes in taxation after the Policy **TAX CHANGES** 12 Commencement Date which affects the Benefits or Our liability. We may make such amendments or modifications to the Premium and Benefits and this Policy as We consider appropriate. **GENERAL** 13 Α This **Policy** does not participate in bonus distributions or acquire a cash surrender, loan or maturity value. Where this **Policy** refers to an Act of Parliament, this includes В any Regulations made under it. It also includes any Act or Regulations enacted in substitution. **Your** life insurance **Policy** is part of the **AIA New Zealand** Statutory Fund, effective 1st September 2013. This is a requirement under the Insurance (Prudential Supervision) Act 2010, for policyholder protection. FREE LOOK PERIOD 14 To enable You to consider the Policy in detail You will have a free look period of fourteen (14) days after You receive Your Policy document. During this period, if You decide that the Policy does not suit Your needs then You may return it to Us and receive a full refund of all Total Premiums paid and the Policy will be cancelled. **NOTICES** Should You write to Us about this Policy, You must send the 15 letter to Our head office in New Zealand as notified by Us to You from time to time. The postal address of AIA New Zealand's head office is: **AIA New Zealand** Private Bag 300981 Albany **AUCKLAND CITY 0752** The street address of AIA New Zealand's head office is:

The anniversary of the **Policy Commencement Date** following

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AUCKLAND CITY 0740

AIA New Zealand

5-7 Byron Avenue

Level 15

Takapuna

SECTION C - BUSINESS CONTINUATION COVER BENEFITS

TOTAL DISABILITY BENEFIT

If the Life Assured is Totally Disabled, We will pay, following the Waiting Period, the monthly Benefit for such period as the Life Assured remains Totally Disabled up to the Benefit

Period (as defined in Clause 4 "Benefit Period" under Section D below) or until the Life Assured is no longer Totally Disabled, whichever is the sooner. This is a monthly Benefit payable in advance subject to receipt of a progress report completed by the Life Assured and a Medical Practitioner.

RECURRENT 2 DISABILITY BENEFIT

Successive periods of **Total Disability** resulting from the same or related cause within twelve (12) months of resuming work shall be considered a continuation of the same **Total Disability** and no **Waiting Period** shall apply. Such periods of recurrent **Total Disability** shall be added to the original **Total Disability** period for the purposes of applying the **Benefit Period**.

POLICY REVIEWS

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You must provide, at Your own expense, updated financial evidence to Us which in our sole opinion continues to justify the Benefit specified in the Schedule. The updated financial evidence must be provided at least once every two (2) years and no later than 90 days from the Policy Anniversary Date commencing on the second Policy Anniversary. Should the financial evidence not justify ninety percent (90%) of the current Sum Assured, We reserve the right to reduce the Sum Assured which in Our opinion is justified on the current Policy review.

FAILURE TO PROVIDE UPDATED FINANCIAL EVIDENCE

In the event of a claim being made where **You** have failed to provide financial evidence as required in clause 3 above, **We** reserve the right to conduct a **Policy** review requiring **You** to produce updated financial evidence before any claim will be paid. The amount then payable will be the lesser of the **Benefit** specified in the **Schedule** or the **Benefit** which in **Our** opinion is justified based on this current **Policy** review.

BUSINESS INCREASE OPTION

If as a result of a **Policy** review, the financial evidence justifies, in **Our** sole opinion, an increase to the **Sum Assured** then **You** may apply to increase the **Sum Assured** without the need to produce any evidence of health of the **Life Assured** when **You** apply for this increase.

The following conditions apply to any increase under this option:

- A You must apply in writing together with the financial evidence required to substantiate the increase; and
- B The basis on which the increase is calculated is consistent with that used at the time of applying for Business Continuity Cover: and
- C The **Life Assured** must be sixty (60) years old or under when applying for the increase; and
- You have not previously made a claim under this Policy for the Life Assured: and
- E The **Life Assured** is not receiving, has not applied to receive or is not entitled to receive disability or insurance benefits, including but not limited to ACC or any other government organisation scheme; and

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- F The **Total Premium** under this **Policy** is not being waived for any reason; and
- **G** Only one (1) increase is permitted in any 12 month period.

MAXIMUM INCREASES UNDER BUSINESS INCREASE OPTION

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The maximum single increase to the **Sum Assured** that can be exercised under clause five (5) Business Increase Option is the lesser of:

- The amount We determine is justified by the financial evidence submitted in support of the Policy review; or
- Twenty percent (20%) of the Sum Assured at the time of the Policy review.

The overall maximum **Sum Assured** can be increased to under the Business Increase Option is the lesser of:

- Two (2) times the Sum Assured at the Policy Commencement Date; or
- Fifty thousand (\$50,000) per month

WAIVER OF PREMIUM

During a period of **Total Disability** or **Recurrent Disability** for which a monthly **Benefit** is being paid, all **Total Premiums** due will be waived by **Us**.

LEAVE WITHOUT 8

If the **Life Assured** takes a period of leave without pay from his/her regularly remunerated occupation, **You** may elect to: Suspend cover and the payment of **Total Premiums** for a maximum of twelve (12) months provided **You** have given **Us**

maximum of twelve (12) months provided **You** have given **Us** prior notice and obtained **Our** approval. **We** will resume cover without requiring evidence of health for any insured person when the requested suspension period expires. Once cover is reinstated, **Total Premiums** must recommence.

- **B** We will not pay any **Benefits** under this **Policy** in respect of any event incurred while cover is suspended.
- C You can elect to keep Your cover in force.

PREMIUM

The annual **Total Premium** or instalment of the **Total Premium** is payable for the entire duration of the **Benefit**. Please note that the **Premium Rates** are not guaranteed and are subject to review from time to time. The **Premium** will be determined by the **Premium Rates** in effect at that time.

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OPTIONAL PARTIAL DISABILITY BENEFIT

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This option is only available to **You** if it is shown in the **Policy Schedule**.

Only Lives Assured in occupation classes 1-3 are entitled to the Optional Partial Disability Benefit. The Optional Partial Disability Benefit will be paid, if while this Policy is in force, a Life Assured becomes disabled and then returns to work at a reduced capacity (that is the hours worked per week while partially disabled are less than 75% of the hours worked per week in the three months immediately prior to being Totally Disabled as a result of the same disability) and We have accepted the claim. To allow Us to accurately assess the ongoing validity of a partial disability claim, the partial disability benefit will be paid monthly in arrears from the end of the Waiting Period until the Life Assured is no longer partially disabled.

The amount payable under the Optional Partial Disability **Benefit** will be a percentage of the monthly **Sum Assured** as shown in the **Policy Schedule**. The percentage is the number of hours per week that the **Life Assured** is able to work while partially disabled as a percentage of the average number of hours that the **Life Assured** worked in the 3 months immediately prior to becoming **Totally Disabled**. The **Life Assureds** work capacity while partially disabled is determined by **Us** on the basis of medical certification or demonstrated ability acceptable to **Us**.

For example, if the **Life Assured** is able to work 20 hours per week while partially disabled and was working 40 hours per week on average in the three months immediately prior to becoming **Totally Disabled** then the percentage payment will be 50% of the monthly **Sum Assured** as shown in the **Policy Schedule**.

Calculation: % = 1 - (hours worked while partially disabled / hours worked on average in the three months prior to **Total Disability**).

RENEWAL

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The Business Continuation Cover **Benefit** may be renewed up to the anniversary of the **Policy Commencement Date** following the **Life Assured** attaining age sixty-five (65) as per the **Policy Schedule**, regardless of changes in the health or occupation of the **Life Assured**.

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EXCLUSIONS

No **Benefits** shall be paid if the **Life Assured** is working less than thirty (30) hours per week at the time of making a claim.

No **Benefits** shall be paid under this **Policy** if the injury or sickness resulting in **Total Disability** directly or indirectly was caused by or resulted from:

- A Intentionally self-inflicted injury whether the **Life Assured** is sane or insane.
- B Participation in any Criminal Act.
- C Pregnancy, childbirth, abortion or miscarriage unless the **Total Disability** lasts for more than ninety (90) days after the end of the pregnancy, at which time the **Waiting Period** will commence.
- D Any injury, sickness, or related condition in respect of which twelve (12) months of the **Benefit** has already been paid unless the **Life Assured** returns to work for more than twelve (12) consecutive months. Where the **Life Assured** has returned to work for more than twelve (12) consecutive months all of the following conditions must be met for **Us** to consider a claim for the same or related condition:
 - The Life Assured must have ceased to be either Totally Disabled or Partially Disabled during the consecutive twelve (12) months of returning to work; and
 - The Life Assured must have been able to perform all of their pre-disability duties during the consecutive twelve (12) months of returning to work; and
 - The Life Assured must have worked the same number of hours during the consecutive twelve (12) months of returning to work that they undertook prior to the Total Disability.

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SECTION D - BUSINESS CONTINUATION COVER DEFINITIONS

| TOTAL DISABILITY | 1 ABC | Means a period of injury or sickness commencing when the Life Assured first received advice from a Medical Practitioner for that injury or sickness provided that: The Life Assured is under the regular and personal care of a Medical Practitioner; and The Life Assured is not engaged in any other occupation from which the Life Assured derives income; and The Life Assured is unable to: • perform at least one important income producting duty of their occupation and is not working in their occupation; or • follow their occupation for more than ten (10) hours per week. Inability to perform the Life Assured's occupation is defined by reference to the occupational class specified in the Policy Schedule as follows: Occupation Classes 1, 2 & 3: Inability to follow one's own occupation for more than ten (10) hours per week. Totally Disabled has a corresponding meaning. The Life Assured's injury or sickness is supported by clinical evidence and approved by Us. The condition resulting in the Total Disability must have first Manifested itself after the Policy Commencement Date shown in the Policy Schedule, or the date of any reinstatement or increase of the Policy. |
|------------------|-------|--|
| BENEFIT | 2 | Means the monthly Benefit , paid monthly, specified in the Policy Schedule . |
| OFFSETS | 3 | This Benefit will not be reduced by any other income replacement benefits being received by You in respect of the Life Assured . |
| BENEFIT PERIOD | 4 | Means the Benefit Period specified in the Policy Schedule . |
| WAITING PERIOD | 5 | Means the Waiting Period specified in the Policy Schedule of continuous Total Disability which must elapse from the date upon which the Life Assured first received medical advice from a Medical Practitioner in respect of that disability before the monthly Benefit becomes payable. |

(INSIGHT 35.0.0 May 2019)

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