

Group insurance policy document.

Trauma.

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A. Introduction.

1. Group Trauma policy.

1.1. This policy insures, as one group, those **employees** of the **employer** who qualify for cover under it and who become **insured persons**.

1.2. It states the terms upon which **employees** of the **employer** become **insured persons** and the benefits that **we** will provide.

1.3. There must be a minimum of ten **insured persons** covered under this policy unless **we** explicitly state otherwise in the **schedule**.

1.4. The cover provided will be detailed in the **schedule** and will include:

1.4.1. Stand-alone Trauma Benefit or Accelerated Trauma Benefit, and

1.4.2. One or more of the following options if:

a. **You** have selected the option, and

b. The option is shown in the **schedule**.

Options:

a. Trauma Benefit Reinstatement Option (Clause 15)

b. Life Cover Reinstatement Option (Clause 16)

c. Continuation Option (Part K)

2. Interpretation.

2.1. The words that appear in bold font in this policy are defined in Part M - Definitions of this policy or the **schedule**. The definitions apply to all derivatives of the words defined.

2.2. This policy consists of the following documents, which must be interpreted as one contract:

2.2.1. The acceptance of quote form and all declarations supplied by the **policy owner** in relation to this policy, and

2.2.2. This policy wording, and

2.2.3. The **schedule** to this policy wording.

2.3. If there is any inconsistency between the policy wording and the **schedule**, the **schedule** prevails.

2.4. Headings are only used in this policy to assist the reader in navigating it. They do not form part of the contract and are not to be considered when interpreting it.

B. Who is covered and when.

3. Compulsory for all eligible employees.

3.1. This policy is compulsory for all **eligible employees** unless **we** state otherwise in the **schedule**.

4. Eligible employees previously insured.

4.1. **Eligible employees** will become **insured persons** under this policy from the **start date**, without **us** requiring any **evidence of insurability** if:

4.1.1. They were insured under a Group Trauma insurance policy arranged by the **employer** immediately before the **start date** of this policy, and

4.1.2. Immediately before the **start date**, they were not eligible for a benefit under that policy and they were not within any waiting or stand-down period under that policy, and

4.1.3. **We** agree to provide this 'takeover cover' to the **employer**.

4.2. These **eligible employees** become **insured persons** under this policy on the following basis:

4.2.1. The Trauma Benefit for each **insured person** cannot exceed the higher of:

a. The amount of cover provided immediately before the **start date** under the previous group policy; and

b. The **automatic acceptance limit;**

unless they provide **evidence of insurability** to **our** satisfaction; and

4.2.2. **We** will not apply any non-standard terms and conditions to the **eligible employee** that are less favourable than those applying to him or her under the previous group policy.

4.2.3. If the **eligible employee** is listed as not **at work** on the **At Work Certificate** due to illness or injury, the following apply to that **eligible employee**:

a. He or she will have new events cover from the **start date**, and

b. Full cover will commence when he or she is **at work**.

New events cover is cover for any illness or injury except for the illness or injury that has directly or indirectly caused the **eligible employee** not to be **at work** on the **start date**.

4.3. The **policy owner** must advise **us** of the names of the **eligible employees** who become **insured persons** under this Clause 4 and any other information that **we** require within 30 days of the **start date**.

5. Eligible employees not previously insured.

5.1. **Eligible employees** who were not insured under a Group Trauma insurance policy arranged by the **employer** immediately before the **start date** of this policy become **insured persons** under this policy from the **start date** (subject to Clause 5.4 below), without **us** requiring any **evidence of insurability**.

5.2. The Trauma Benefit for each **eligible employee** cannot exceed the **automatic acceptance limit** unless they provide **evidence of insurability** to **our** satisfaction.

5.3. The **policy owner** must advise **us** of the names of the **eligible employees** who become **insured persons** under Clause 5.1 above and any other information that **we** require within 30 days of the **start date**.

5.4. If, on the **start date**:

5.4.1. The **eligible employee** is listed as not **at work** on the **At Work Certificate**, or

5.4.2. The **automatic acceptance limit** has been withdrawn by **us** under Clause 10.3 below, or

5.4.3. The **eligible employee** has previously declined the opportunity to apply for insurance cover under any Group Trauma insurance policy arranged by the **employer**;

the **eligible employee** cannot become an **insured person** without providing **us** with **evidence of insurability** that is acceptable to **us**. Once **we** have received this evidence and any other information **we** reasonably require, **we** will decide whether the **eligible employee** will become an **insured person** and if so, on what terms and from what date. **We** will notify the **policy owner** of **our** decision and, if applicable, notify the terms of cover and the date the cover starts.

6. Employees who become eligible employees after the start date.

6.1. **Employees** who become **eligible employees** after the **start date** become **insured persons** under the policy (subject to Clause 6.2 below) on the following basis:

6.1.1. No **evidence of insurability** is required by **us**, and

6.1.2. The Trauma Benefit for each **insured person** will not exceed the **automatic acceptance limit** unless they provide **evidence of insurability** to **our** satisfaction.

6.2. This applies if:

6.2.1. The **eligible employee** is either **at work** or on **parental leave** on the date he or she becomes an **eligible employee**, and

6.2.2. The **automatic acceptance limit** has not been withdrawn by **us** under Clause 10.3 below.

6.3. The **policy owner** must advise **us** of the names of the **eligible employees** who become **insured persons** under Clause 6.1 above and any other information that **we** require within 30 days of the next **review date** or any other date that **we** agree.

6.4. If Clauses 6.1 and 6.2 above do not apply, the **eligible employee** cannot become an **insured person** without providing **us** with **evidence of insurability** that is acceptable to **us**. Once **we** have received the **eligible employee's evidence of insurability** and any other information **we** reasonably require, **we** will decide whether the **eligible employee** will become an **insured person** and if so, on what terms and from what date. **We** will notify the **policy owner** of **our** decision and, if applicable, notify the terms of cover and the date the cover starts.

7. Interim accident cover.

7.1. This cover applies to **eligible employees** who must provide **evidence of insurability** to **us** under Clauses 5.4 and 6.4 above before they can become an **insured person**.

7.2. They are covered if they suffer a **trauma condition** covered under the Type of Cover specified in the **schedule** that would apply to that **eligible employee** as a direct result of an **accident** during the period that this interim accident cover applies.

7.3. This interim accident cover starts when they apply to **us** to become an **insured person**, and ends when the earliest of the following occurs:

7.3.1. **We** accept the application;

7.3.2. **We** decide to decline or defer acceptance of the application;

7.3.3. **We** notify the **policy owner** of a special term or condition being imposed in respect of the application;

7.3.4. The date the applicant ceases to be an **eligible employee**;

7.3.5. 90 days from the date **we** receive the application;

7.3.6. The date the applicant reaches the **cover end date**;

7.3.7. The **cancellation date**.

7.4. If **we** accept a claim after receipt of all information **we** reasonably require, **we** will pay the lesser of:

7.4.1. 50% of the Trauma Benefit applied for, and

7.4.2. The **automatic acceptance limit.**

8. Unpaid leave.

8.1. Cover continues for an **insured person** who is temporarily not in **service** under the following circumstances:

8.1.1. The **insured person** is on **parental leave**; or

8.1.2. The **insured person** is on other unpaid leave and before the temporary break in **service**, **we** give written consent for the **insured person's** cover to continue. Any continuation of cover for that **insured person** will:

a. Be subject to any restrictions or special conditions **we** may specify as part of **our** consent; and

b. End no later than 12 months after the date on which the **insured person** was last **at work**; or

8.1.3. The **insured person** has been on **parental leave**, or on unpaid leave due to **accident** or illness, the **employer** has consented for the leave to continue and **we** give written consent for the **insured person's** cover to continue. Any continuation of cover for that **insured person** will:

a. Be subject to any restrictions or special conditions **we** may specify as part of **our** consent; and

b. End no later than 24 months after the date on which the **insured person** was last **at work**.

8.2. Continued cover under Clause 8.1 is subject to the **policy owner** continuing to pay **us** the premiums due in relation to the **insured person** during their leave.

9. Extent of cover.

9.1. The **insured person** is covered 24 hours a day anywhere in the world while in **service**; or

9.2. Once cover is in place, where an **insured person** is temporarily residing overseas, **we** may at **our** sole discretion, provide cover for up to five years for an **insured person** who is working for the **employer** outside of New Zealand.

9.3. Continued cover under Clause 9.2 is subject to:

9.3.1. The **policy owner** continuing to pay **us** the premiums due in relation to the **insured person**, and

9.3.2. The overseas residence continuing to be temporary in nature, and

9.3.3. The cover not otherwise ceasing for them under the policy – see Part G – When cover ends, and

9.3.4. The **insured person** not residing in, nor ordinarily present in, any country or region for which the New Zealand Ministry of Foreign Affairs and Trade (MFAT) through the SafeTravel website (www.safetravel.govt.nz), has issued a travel advisory of "Avoid non-essential travel" or "Do not travel" at the time cover applies, or any equivalent travel advisory issued by a substantially similar government authority.

9.4. The **employer** must provide details of all **insured persons** on employer secondment overseas, to **us** at the time **we** prepare the quotation, or at the time **we** last review the premium rates. Temporary visits back to New Zealand of less than 60 days will not constitute an **insured person** returning to New Zealand to reside in New Zealand.

9.5. For the purposes of Clause 9.2 above:

9.5.1. **We** determine whether an **insured person** is residing overseas or in New Zealand having regard to those factors **we** consider are appropriate at the time, and

9.5.2. If **we** require any **evidence of insurability** while cover continues under Clause 9.2, the **policy owner** must meet the cost of meeting that requirement.

9.6. To manage risk exposure, no more than 10% of **insured persons** may be residing overseas at any one time.

If this threshold is exceeded, **we** may review the premium rates, terms, conditions or cover in accordance with Clauses 22.3 to 22.6 below.

C. Automatic acceptance limit and evidence of insurability.

10. Automatic acceptance limit.

10.1. Unless the **insured person** provides satisfactory **evidence of insurability** to **us**, then (subject to Clause 4.2.1 above):

10.1.1. The maximum amount of the Trauma Benefit cannot exceed the **automatic acceptance limit**, and

10.1.2. **We** will not consider any increase to the Trauma Benefit beyond any amount **we** have previously advised in respect of that **insured person**.

10.2. If the **insured person** provides satisfactory **evidence of insurability** to **us**, cover for any portion of the Trauma Benefit above the **automatic acceptance limit** may be subject to additional special conditions, at **our** sole discretion.

10.3. If at any time during the term of this policy, the number of **insured persons** reduces to nine or less **we** may immediately suspend the **automatic acceptance limit**.
During this time, at **our** sole discretion, **eligible employees** cannot become **insured persons** without providing satisfactory **evidence of insurability** to **us**. **We** will reinstate the **automatic acceptance limit** as soon as the number of **insured persons** rises to 10 or more.

10.4. If the number of **insured persons** varies by 30% or more since the last **premium variation date**, **we** may, in **our** sole discretion, vary the amount of the **automatic acceptance limit** to an amount **we** consider appropriate, by giving at least one month's prior notice in writing to the **policy owner**.
Any variation will only have effect from the date specified in that notice.

10.5. If an **eligible employee** is not automatically accepted for cover under Part B – Who is covered and when above, **we** will require satisfactory **evidence of insurability** in order for the **eligible employee** to become an **insured person**.

D. Benefits.

11. Who we pay.

11.1. **We** will pay all benefits to the **policy owner** or to any person as directed by the **policy owner.**

11.2. Unless the **schedule** states that some or all of the Trauma Benefit is designated 'Key Person', the **policy owner** will immediately forward the benefit to the **insured person**, or his or her personal representative, beneficiary or dependant (as determined by the **policy owner** in its sole discretion). The **policy owner** has no beneficial interest in this policy.

12. Trauma Benefit.

12.1. **We** will pay the amount of the Trauma Benefit shown in the **schedule**, if an **insured person** suffers from one of the **trauma conditions** listed below while he or she has cover under this policy, where the definition in Clause 13 of the condition suffered is met and the condition was not met on the date prior to cover commencing.

Trauma conditions:
Accidentally acquired HIV
Alzheimer's Disease/Dementia
Angioplasty*
Aorta surgery*
Aplastic anaemia
Benign brain tumour
Cancer*
Cardiomyopathy
Chronic liver failure
Chronic lung disease
Chronic renal failure (kidney failure)
Cognitive impairment
Coma
Coronary artery bypass surgery*
Encephalitis
Heart attack (Myocardial infarction)*
Heart valve surgery*
Intensive care
Loss of independent existence
Loss of limbs and/or eyes
Loss of speech
Major head trauma
Major organ transplant
Meningitis and/or meningococcal disease
Motor neurone disease
Multiple sclerosis
Muscular dystrophy
Occupationally acquired HIV
Open heart surgery
Out of hospital cardiac arrest*
Paralysis
Parkinson's disease
Pneumonectomy
Primary pulmonary hypertension
Severe burns

Stroke (Cerebrovascular accident)*
Total blindness
Total deafness
*Stand-down Period applies – refer to Clause 14.

12.2. **We** will pay the full Trauma Benefit only once for each **insured person** except as provided under the Trauma Benefit Reinstatement Option.

12.3. There are two types of Trauma Benefits:

a. Stand-alone Trauma Benefit
b. Accelerated Trauma Benefit

The type of Trauma Benefit **you** have selected is shown in the **schedule**.

12.3.1. **Stand-alone Trauma Benefit**

This benefit does not need to be taken with Life insurance.
The Stand-alone Trauma Benefit is only paid if an **insured person** survives for at least fourteen days after the diagnosis of the **trauma condition**. If the **insured person** does not survive at least 14 days, no Trauma Benefit is payable.
Payment of the Stand-alone Trauma Benefit reduces the **insured person's** Stand-alone Trauma Benefit amount by the amount paid, but does not reduce any Life insurance amount (where applicable) for the **insured person**.

12.3.2. **Accelerated Trauma Benefit**

If **you** select this benefit, **you** must also have Group Life insurance with **us** providing the same **insured persons** with at least the same amount of cover as the Accelerated Trauma Benefit. Payment of an Accelerated Trauma Benefit is an advance payment of that Life insurance.
The Accelerated Trauma Benefit and the Life insurance amounts for an **insured person** are each equally reduced by any Accelerated Trauma Benefit payment **we** make. The balance of the Life insurance amount (if any) will continue in accordance with the terms and conditions in the Group Life insurance policy.

13. Trauma Conditions Definitions.

13.1. **Accidentally acquired HIV**

means infection by the Human Immunodeficiency Virus (HIV), acquired only via blood transfusion or accidental means, with sero-conversion to HIV infection occurring within six months of the accident.
Any accident giving rise to a potential claim must be reported to **us** within thirty days of the accident and be supported by a negative HIV antibody test within seven days of the accident.
Transmission via any form of sexual activity or deliberate injection of a drug not prescribed by a **medical practitioner** is specifically excluded.

13.2. **Alzheimer's disease/Dementia**

Alzheimer's disease means its diagnosis by a consultant neurologist confirming dementia due to failure of the brain function with significant cognitive impairment for which no other recognisable cause has been identified.

Dementia means its clinical confirmation due to failing brain functions as confirmed by a **medical practitioner** specialising in neurology, psycho-geriatrics, psychiatry or geriatrics.

Alzheimer's disease or dementia must result in the **insured person**:

a. being permanently unable to perform at least one of the **activities of daily living** without the assistance of another person, or
b. requiring continual supervision for their protection and safety.

Significant cognitive impairment is defined as deterioration or loss of intellectual capacity as measured by clinical evidence and standardised testing.

13.3. **Angioplasty**

means the actual undergoing of coronary artery angioplasty (with or without the insertion of a stent, laser therapy or atherectomy) to correct narrowing or blockage of three or more coronary arteries within the same single procedure.

Angiographic evidence indicating obstruction of the treated coronary arteries and confirmation from a consultant Cardiologist is required to confirm that the procedure is medically necessary.

We will pay the lesser of 25% of the sum insured or $15,000 each time an **insured person** has a coronary artery angioplasty to correct narrowing or blockage of one or two coronary arteries. The angioplasty must be considered the appropriate and necessary treatment on the basis of angiographic evidence. The amount paid will be deducted from the Trauma Benefit for that **insured person**. If Accelerated Trauma Benefit is shown in the **schedule**, the amount paid will also be deducted from the Life insurance for that **insured person**.

13.4. **Aorta surgery**

means surgery to correct any narrowing, dissection or aneurysm of the abdominal or thoracic aorta by repair or its replacement.

13.5. **Aplastic anaemia**

means bone marrow failure that results in anaemia, neutropenia and thrombocytopenia requiring treatment with at least one of the following:

a. Blood product transfusions
b. Marrow stimulating agents
c. Immunosuppressive agents
d. Bone marrow transplant
e. Peripheral blood stem cell transplant

13.6. **Benign brain tumour**

means a non-cancerous tumour in the brain or spinal cord that:

a. gives rise to characteristic symptoms of intracranial pressure such as papilloedema, mental symptoms, seizures and sensory impairment resulting in neurological damage and functional impairment considered to likely be permanent by an appropriate specialist **medical practitioner**, or

b. requires surgical treatment for its removal where this is considered the appropriate and necessary treatment.

Neurological damage and functional impairment include but are not limited to: memory loss, impaired speech, vision loss and paralysis on one side of the body.

The presence of the underlying tumour must be confirmed by imaging studies such as a CT or MRI scan.

Cysts, granulomas and malformations in or of the arteries or veins of the brain, haematomas and tumours on the pituitary gland are excluded.

13.7. **Cancer**

means the presence of one or more invasive malignant tumours, including leukaemia, malignant bone marrow disorders and malignant lymphomas.

The following cancers are excluded:

a. Tumours showing the malignant changes of carcinoma-in-situ (including cervical dysplasia CIN1, CIN2 and CIN 3) unless leading to radical surgery for their removal and treatment by radiotherapy or chemotherapy, or tumours that are histologically described as premalignant.

However, **we** will pay the Trauma Benefit, where carcinoma in situ results in removal of the entire breast specifically to arrest the spread of malignancy and this procedure is the appropriate and necessary treatment as certified by an oncologist.

Carcinoma in situ must be positively diagnosed by histological examination. Carcinoma in situ is characterised by a focal autonomous new growth of carcinomatous cells which has not yet resulted in invasion of normal tissue beyond the basement membrane. Tumours must be classified as TisN0M0 according to the TNM classification or FIGO stage 0. Invasion means an infiltration and/or active destruction of normal tissue beyond the basement membrane.

b. Prostatic cancers classified under the TNM classification as T1 (all categories) and Gleason score less than or equal to 5.

However, **we** will pay the Trauma Benefit for these prostate cancers where the entire prostate has been removed, or treatment by either radiotherapy or chemotherapy has been undertaken, specifically to arrest the spread of malignancy, and the procedure is the appropriate and necessary treatment as certified by an oncologist.

c. Malignant melanomas that are Clark Level 1 or 2 depth of invasion, and less than 1.5mm in thickness as measured using the Breslow method and have no evidence of ulceration as determined by histological examination.
d. All hyperkeratoses or basal cell carcinomas of the skin.
e. All squamous cell carcinomas of the skin unless they have spread to other organs.
f. Chronic lymphocytic leukaemia less than Rai Stage 1.

13.8. **Cardiomyopathy**

means impaired ventricular function of variable aetiology, resulting in physical impairments to the degree of at least class 3 of the New York Heart Association Classification of Cardiac Impairment as described below.

New York Heart Association Classification of Cardiac Impairment

Class 1 – no limitation of physical activity, no symptoms with ordinary physical activity.

Class 2 – slight limitation of physical activity, symptoms occur with ordinary physical activity.

Class 3 – marked limitation of physical activity and comfortable at rest, symptoms occur with less than ordinary physical activity.

Class 4 – symptoms with any physical activity and may occur at rest, symptoms increased in severity with any physical activity.

13.9. **Chronic liver failure**

means end stage liver failure. The diagnosis must be confirmed by an appropriate specialist **medical practitioner** based on any of the following symptoms: permanent jaundice, ascites or encephalopathy.

Chronic liver failure due to alcohol or drug abuse is excluded.

13.10. **Chronic lung disease**

means end stage lung disease requiring permanent oxygen therapy with:

a. FEV1 test results of consistently less than one litre, or
b. at least a 25% impairment of **whole person function** that is permanent, or
c. the permanent inability to perform at least one of the **activities of daily living** without the assistance of another person.

13.11. **Chronic renal failure (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 is instituted.

13.12. **Cognitive Impairment**

means the permanent and irreversible loss of cognitive function due to an injury or illness of the brain resulting in either:

a. at least a 25% impairment of **whole person function** that is permanent, or
b. the permanent inability to perform at least two **activities of daily living** without the assistance of another person.

13.13. **Coma**

means a state of unconsciousness with no reaction to external stimuli or internal needs, persisting continually with the use of a life support system for at least 72 hours.
The Stand-alone Trauma Benefit for coma will only be paid where the **insured person** survives for at least a further 14 days without the use of a life support system. Coma related to alcohol or drug abuse is excluded.

13.14. **Coronary artery bypass surgery**

means medically necessary coronary artery bypass graft surgery to correct coronary artery disease causing inadequate myocardial blood supply.
Angioplasty, intra-arterial procedures and other non-surgical techniques are excluded.

13.15. **Encephalitis**

means severe inflammation of brain substance resulting in:

a. significant and permanent neurological sequelae, or
b. at least a 25% impairment of **whole person function** that is permanent, or
c. the permanent inability to perform at least one of the **activities of daily living** without the assistance of another person,

as certified by a consultant neurologist.

13.16. **Heart attack (Myocardial infarction)**

means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The basis of diagnosis shall include:

a. electrocardiographic changes associated with myocardial infarction
b. elevation of cardiac enzymes consistent with a myocardial infarction

If ECG or enzyme evidence of infarction is unavailable or inconclusive, then **we** will consider any other test results provided in support of the diagnosis.

13.17. **Heart valve surgery**

means surgery to replace or repair a cardiac valve(s) as a consequence of heart valve defects or abnormalities.

13.18. **Intensive care**

means that an **accident** or illness has resulted in the **insured person**:

a. requiring continuous mechanical ventilation by means of tracheal intubation for at least five consecutive days (24 hours per day), or
b. being admitted to the intensive care ward of an appropriately certified hospital for at least five consecutive days (24 hours per day)

at the recommendation of an appropriate specialist **medical practitioner**.
Intensive care as a direct or indirect result of drug or alcohol abuse is specifically excluded.

13.19. **Loss of independent existence**

means a condition where, as a result of disease, illness or injury the **insured person** is totally and permanently unable to perform at least two **activities of daily living** without the assistance of another person.

13.20. **Loss of limbs and/or eyes**

means the total and permanent loss of the use of any two of the following: right hand, left hand, right foot, left foot, right eye, left eye aided or unaided.

13.21. **Loss of speech**

means the total and permanent loss of the ability to produce intelligible speech as a result of permanent damage to the larynx or its nerve supply, or to the speech centres of the brain, whether caused by injury, tumour or sickness.

Loss of speech due to psychological reasons is excluded.

13.22. **Major head trauma**

means neurological deficit resulting from an **accident**, causing:

a. at least a 25% impairment of **whole person function** that is permanent, or
b. the permanent inability to perform at least one of the **activities of daily living** without the assistance of another person

as certified by a consultant neurologist.

13.23. **Major organ transplant**

means:

a. the transplant to the **insured person** of one or more of the following organs: kidney, heart, lung, liver, pancreas, small bowel or bone marrow, or
b. the **insured person** being placed on an official waiting list of a Transplantation Society of Australia and New Zealand recognised transplant unit, for an organ transplant from a human donor of one of the organs specified above.

The transplant must be considered medically necessary and the condition must be untreatable except by an organ transplant, as confirmed by an appropriate specialist **medical practitioner**.

13.24. **Meningitis and/or meningococcal disease**

means the unequivocal diagnosis of meningitis and/ or meningococcal disease, including meningococcal septicaemia, resulting in:

a. at least a 25% impairment of **whole person function** that is permanent, or
b. the permanent inability to perform at least one of the **activities of daily living** without the assistance of another person.

13.25. **Motor neurone disease**

means its unequivocal diagnosis by two consultant neurologists.

13.26. **Multiple sclerosis**

means demyelination of nervous tissue. The diagnosis has to be made by a consultant neurologist confirming more than one episode of well-defined neurological abnormalities, and

a. at least a 25% impairment of **whole person function** that is permanent, or
b. the permanent inability to perform at least one of the **activities of daily living** without the assistance of another person, or
c. restricted to a wheelchair as measured by an EDSS level of 7.5 or higher.

The diagnosis will be based on confirmatory neurological investigations e.g. lumbar puncture, evoked visual responses, evoked auditory responses and nuclear magnetic resonance evidence of lesions of the central nervous system.

13.27. **Muscular dystrophy**

means its unequivocal diagnosis by a consultant neurologist resulting in:

a. at least a 25% impairment of **whole person function** that is permanent, or
b. the permanent inability to perform at least one of the **activities of daily living** without the assistance of another person.

13.28. **Occupationally acquired HIV**

means infection by the Human Immunodeficiency Virus (HIV), acquired only via blood transfusion or accidental means during the course of carrying out the **insured person's** normal occupation, with sero-conversion to HIV infection occurring within six months of the accident.

Any accident giving rise to a potential claim must be reported to **us** within thirty days of the accident and be supported by a negative HIV antibody test within seven days of the accident.

Transmission via any form of sexual activity or deliberate injection of a drug not prescribed by a **medical practitioner** is specifically excluded.

13.29. **Open heart surgery**

means the undergoing of open heart surgery for treatment of a cardiac defect, cardiac aneurysm or benign cardiac tumour.

Repair via catheter surgery, minimally invasive 'keyhole' or similar techniques are specifically excluded.

13.30. **Out of hospital cardiac arrest**

means a sudden unexpected stoppage of effective heart action which:

a. is not associated with any medical procedure, and
b. is documented by an electrocardiogram, and
c. occurs outside a hospital, and
d. is due to either cardiac asystole (complete failure of the heart causing cardiac arrest) or ventricular fibrillation (heart abnormality with ineffective twitching of the heart chambers).

13.31. **Paralysis**

means any one of the following:

13.31.1. **Diplegia** means the total and permanent loss of function of both sides of the body due to injury or disease.

13.31.2. **Hemiplegia** means the total and permanent loss of function of one side of the body due to injury or disease.

13.31.3. **Paraplegia** means the total and permanent loss of use of both legs resulting from injury or disease.

13.31.4. **Quadriplegia** means the total and permanent loss of use of both arms and legs resulting from injury or disease.

13.31.5. **Tetraplegia** means the total and permanent loss of use of both arms and legs resulting from injury or disease to the spinal cord.

13.32. **Parkinson's disease**

means fully developed, moderately disabling disease of the extrapyramidal system clinically confirmed by a consultant neurologist with:

a. at least 25% impairment of **whole person function** that is permanent, or
b. the permanent inability to perform at least one of the **activities of daily living** without the assistance of another person.

Idiopathic Parkinson's, supranuclear palsy and cortico-basal degeneration are included. Iatrogenic Parkinsonism and Parkinsonism secondary to infection or trauma are excluded.

13.33. **Pneumonectomy**

means the removal of an entire lung. This must be considered medically necessary treatment by an appropriate specialist **medical practitioner**.

13.34. **Primary pulmonary hypertension**

means primary pulmonary hypertension with right ventricular enlargement, established by investigations including cardiac catheterisation.

13.35. **Severe burns**

means tissue injury caused by thermal, electrical or chemical agents causing third degree burns to:

a. 20% or more of the body surface area as measured by the Rule of 9 or the Lund and Browder Body Surface Chart, or
b. 50% of both hands requiring surgical debridement and/or grafting, or
c. 25% of the face requiring surgical debridement and/ or grafting.

13.36. **Stroke (Cerebrovascular accident)**

means any cerebrovascular incident including infarction of brain tissue, intracranial or subarachnoid haemorrhage, or embolisation from an intracranial source as evidenced by CT, MRI or similar scan.

Transient ischaemic attacks and cerebral symptoms due to migraine are excluded.

13.37. **Total blindness**

means the permanent, uncorrectable loss of sight in both eyes as a result of disease, illness or injury to the extent that the **insured person's**:

a. visual acuity is 6/60 or less in both eyes, or
b. visual field is reduced to 10 degrees or less arc.

13.38. **Total deafness**

means total, irreversible and irreparable loss of hearing, both natural and assisted, in both ears as a result of illness or injury.

14. Stand-down Period.

14.1. If, within three months of the date an **insured person's** cover starts or his or her cover is reinstated, the **insured person:**

a. suffers the following **trauma conditions**, or;
b. is diagnosed with the following **trauma conditions** or;
c. experiences signs or symptoms of the following **trauma conditions** that are apparent to the **insured person** and lead to a diagnosis, or;
d. experiences signs or symptoms of the following **trauma conditions** that would be apparent to a reasonable person and lead to a diagnosis:

14.1.1. Cancer, stroke, heart attack or out of hospital cardiac arrest, then no benefit will ever be payable for the condition to which the symptoms relate.

14.1.2. The narrowing, blockage or disease of one or more arteries, then no benefit will ever be payable for angioplasty or coronary artery bypass surgery.

14.1.3. The narrowing, dissection or aneurysm of the abdominal or thoracic aorta, then no benefit will ever be payable for aorta surgery.

14.1.4. Heart valve defects or abnormalities, then no benefit will ever be payable for heart valve surgery.

14.2. If an **insured person** obtained cover under this policy under Clause 4, a stand-down period only applies:

a. to any Trauma Benefit amount above the cover amount under the previous policy, or
b. if the **insured person's** cover under the previous policy had been in force for less than three months. The stand-down period will apply until the **insured person's** continuous cover reaches three months.

15. Trauma Benefit Reinstatement Option.

15.1. This option applies if:

a. **you** have selected it, and

b. this Trauma Benefit Reinstatement Option is shown in the **schedule**.

15.2. After **we** pay the full amount of the Trauma Benefit, **you** may repurchase the amount of the Trauma Benefit paid for an **insured person** without providing any **evidence of insurability** 12 months after the date **we** paid the Trauma Benefit.

15.3. If Accelerated Trauma is shown in the **schedule**, **you** will also need to repurchase the **insured person's** Life insurance cover.

15.4. The reinstatement of the Trauma Benefit is subject to the following conditions:

15.4.1. The Trauma Benefit Reinstatement Option is not available if the original **trauma condition** was loss of independent existence.

15.4.2. The Trauma Benefit Reinstatement Option can only be exercised once for each **insured person** and the **insured person** must still meet the **eligible employee** criteria.

15.4.3. **You** must exercise the Trauma Benefit Reinstatement Option within 90 days after the end of the 12 month period and before the **insured person's** 65th birthday.

15.4.4. The maximum amount that can be repurchased is the lesser of the amount of the Trauma Benefit paid or $500,000.

15.4.5. **We** will calculate the premium based on the insurance premium rates applicable for both the age of the **insured person** and the amount repurchased at the time the option is exercised. Any special terms and loadings that applied to the original Trauma Benefit and Life insurance will also apply to the repurchased Trauma Benefit and Life insurance.

15.4.6. If after repurchasing the Trauma Benefit, the **insured person** is subsequently diagnosed with a **trauma condition** covered under the Type of Cover specified in the **schedule** that applies to that **insured person**, **we** will pay the repurchased Trauma Benefit amount if the **trauma condition**:

a. occurred, or

b. was diagnosed, or

c. the symptoms leading to diagnosis became apparent after the Trauma Benefit amount was repurchased.

15.4.7. **We** will not pay the repurchased Trauma Benefit if the **trauma condition** is:

a. the same as the original **trauma condition**, or

b. directly or indirectly caused by or related to the original **trauma condition**, or symptoms or conditions which caused the occurrence of the original **trauma condition**, or

c. loss of independent existence, or

d. a heart condition and the original **trauma condition** was also a heart condition. A heart condition means angioplasty, aorta surgery, cardiomyopathy, coronary artery bypass surgery, heart attack, heart valve surgery, open heart surgery, out of hospital cardiac arrest or primary pulmonary hypertension, or

e. a stroke or paralysis (directly or indirectly resulting from a stroke) and the original **trauma condition** was a stroke, or

f. chronic liver failure, chronic lung disease or chronic renal failure and the original **trauma condition** was major organ transplant.

15.4.8. The Trauma Benefit Reinstatement Option can only be exercised where **we** have paid a full Trauma Benefit.

15.4.9. Optional benefits will not be available on any repurchased Trauma Benefit.

15.4.10. If the original **trauma condition** claimed for was one of the following;
Cancer, angioplasty - 3 vessels or more, aorta surgery, cardiomyopathy, coronary artery bypass surgery, heart attack, heart valve surgery, open heart surgery, out of hospital cardiac arrest or primary pulmonary hypertension a discount will apply to the premium on the reinstated cover.
The discount will be as determined by **us** from time to time.

16. Life Cover Reinstatement Option.

16.1. This option applies if:

a. **you** have selected it, and

b. this Life Cover Reinstatement Option is shown in the **schedule**, and

c. Accelerated Trauma is shown in the **schedule**.

16.2. Following the payment of the full Trauma Benefit, **you** can repurchase the amount of Life insurance for that **insured person** without providing any **evidence of insurability** 12 months after the date the Trauma Benefit is paid. The total amount of Life insurance **you** can repurchase is the amount the Life insurance was reduced by when the Trauma Benefit was paid.

16.3. The Life Cover Reinstatement Option can only be exercised once for each **insured person** and the **insured person** must still meet the **eligible employee** criteria.

16.4. If the Trauma Benefit was paid for any of the following **trauma conditions**, **you** may repurchase the **insured person's** Life insurance without any **evidence of insurability** six months after the date the Trauma Benefit was paid:

Alzheimer's disease/dementia, blindness, diplegia, hemiplegia, loss of limb and/or eyes, multiple sclerosis, Paraplegia, Parkinson's disease, quadriplegia or tetraplegia.

16.5. **You** must exercise the Life Cover Reinstatement Option within 90 days after the end of the 12 month period (or six months for the specific **trauma conditions** as per Clause 16.4) provided this is before the **insured person's** 65th birthday.

16.6. **We** will calculate the premium for the repurchased Life insurance based on the insurance premium rates for the Life insurance policy that are applicable for the age of the **insured person** at the date the Life insurance is repurchased.

16.7. Any repurchased Life insurance will be subject to the same terms and conditions, including any special terms and conditions as those applicable to the Life insurance at the date **we** paid the Trauma Benefit.

16.8. This Life Cover Reinstatement Option can only be exercised where a full Trauma Benefit payment has been paid.

E. Claims

17. Claim conditions.

17.1. The **employer** must notify **us** in writing of any potential claim under this policy immediately it becomes aware of the **insured person** suffering a **trauma condition**.

17.2. **We** require the following information to support a claim:

17.2.1. **Our** claim form, fully completed by:

a. The **employer**, and

b. The **insured person's medical practitioner**; and

c. (If still possible) the **insured person**,

in each case at the cost of the **insured person**, and

17.2.2. Results of any medical examinations **we** may require to be carried out at **our** expense by one or more **medical practitioners** or other specialists appointed by **us** in order to substantiate the claim, and

17.2.3. Any other information **we** consider necessary in the circumstances of the particular claim.

17.3. If an **insured person** suffers from a **trauma condition** while overseas **we** may require him or her to return to New Zealand at his or her own cost for assessment.

17.4. **Our** payment of the full Trauma Benefit is a complete discharge of **our** obligations in respect of that **insured person** under this policy.

However, if the Trauma Benefit Reinstatement Option is shown in the **schedule**, **you** can repurchase the amount of Trauma Benefit for an **insured person** which was reduced by the amount **we** paid, in accordance with the terms of the Trauma Benefit Reinstatement Option as set out in Clause 15.

F. How cover is calculated.

18. How cover is calculated.

18.1. **We** calculate the amount of the Trauma Benefit stated in the **schedule** for an **insured person** on the **join date**, and on each **review date** thereafter.
However, if the **schedule** states that a continuous **salary** review facility applies, **we** recalculate the amount of the Trauma Benefit at each date the **employee's salary** alters.

18.2. The amount of the Trauma Benefit for an **insured person** cannot exceed $500,000 or such other amount as may be agreed in writing from time to time between the **policy owner** and **us**.

18.3. At claims time, if the **schedule** states that a continuous **salary** review facility applies, **we** will calculate the Trauma Benefit based on the **insured person's salary** immediately prior to the date of diagnosis or the date **we** determine they meet the **trauma condition**. If the **schedule** does not state that the scheme has a continuous **salary** review facility, **we** will calculate the Trauma Benefit as of the last **review date** prior to the date of diagnosis or the date **we** determine they meet the **trauma condition**.

G. When cover ends.

19. When cover ends.

19.1. Cover under this policy for an **insured person** ends immediately upon any of the following occurring:

19.1.1. Any part of the insurance premium for the **insured person** is overdue, or

19.1.2. The **insured person** ceases to be an **eligible employee**, or

19.1.3. The **insured person** dies, or

19.1.4. The **insured person** reaches his or her **cover end date**, or

19.1.5. **We** pay the full Trauma Benefit. However, if the **schedule** shows either the Trauma Benefit Reinstatement Option or the Life Cover Reinstatement Option, **you** can reinstate the **insured person's** cover in accordance with Clauses 15 and 16, or

19.1.6. The **insured person** exercises the continuation option in accordance with Part K – Continuation option of this policy, if the continuation option applies, or

19.1.7. This policy is cancelled in accordance with Part J - Cancellation below.

19.2. Where cover for an **insured person** ends and the **insured person** ceases to be in **service** before the **cover end date**, the **insured person** will remain eligible to receive a benefit if he or she suffers from a **trauma condition** before the earliest of the following events:

19.2.1. The expiry of 60 days from the date he or she ceased to be an **insured person**, or

19.2.2. The **insured person** exercises the continuation option in accordance with Part K – Continuation option of this policy, if the continuation option applies, or

19.2.3. The **cover end date** is reached.

This benefit extension is not available if cover for an **insured person** ends due to payment of the Trauma Benefit.

H. Exclusions and incorrect information.

20. Exclusions and incorrect information.

20.1. If the **insured person's** age advised to **us** is incorrect, then **we** will adjust the insurance premium and/or the amount of the Trauma Benefit for that **insured person**, to compensate for the error.

20.2. If any of the information supplied to **us** in relation to:

20.2.1. Obtaining cover under this policy, or

20.2.2. Increasing the amount of the Trauma Benefit, or

20.2.3. A claim

is untrue or incomplete, **we** may adjust the amount of premium payable, adjust the amount of Trauma Benefit payable, elect not to pay the claim or avoid the **insured person's** cover as **we** consider appropriate in the circumstances to correct or compensate for the error. If **we** avoid the **insured person's** cover **we** may retain all premiums paid in respect of that **insured person**.

20.3. **We** will not pay any benefit under this policy if what happens to the **insured person** is in connection with the **insured person** deliberately injuring themselves or attempting to do so.

I. Insurance premium.

21. Payment of premiums.

21.1. The **policy owner** must pay the insurance premium to **us** in respect of a **policy period** on the **start date** and on each subsequent **review date**.

21.2. **We** will calculate the insurance premium in accordance with the insurance premium rates stated in the **schedule**.

21.3. With **our** agreement, the **policy owner** may pay the insurance premium more frequently than annually and **we** may increase the annual insurance premium to reflect the added administration involved in the increased frequency of payment.

21.4. When an **eligible employee** becomes an **insured person** on a date other than a **review date**, the annual insurance premium will be the amount determined by multiplying together:

21.4.1. The amount of the Trauma Benefit for the **policy period** in which the **join date** occurs divided by 1,000, and

21.4.2. The insurance premium rate according to the **insured person's** gender and age at his or her next birthday as at the **join date** determined by reference to the insurance premium rates stated in the **schedule**, unless otherwise agreed by **us**.

However, where the period from the **join date** to the end of the **policy period** is other than twelve months, the insurance premium will, at **our** discretion, be either proportionately adjusted, or adjusted in accordance with the **bulk adjustment formula**.

21.5. At each **review date** the annual insurance premium payable for each **insured person** will be the amount determined by multiplying together:

21.5.1. The amount of the Trauma Benefit for the next **policy period** divided by 1,000, and

21.5.2. The insurance premium rate according to the **insured person's** gender and age at his or her next birthday at the **review date** determined by reference to the insurance premium rates specified in the **schedule**, unless otherwise agreed by **us**.

However, where the period from the **review date** to the end of the **policy period** is other than twelve months, the insurance premium will, at **our** discretion, be either proportionately adjusted, or be adjusted in accordance with the **bulk adjustment formula**.

21.6. If any amount of insurance premium is overdue for payment to **us** for a period of one month, **we** may, in **our** sole discretion, charge interest on the amount overdue at the rate of 10% per annum (or such other rate as **we** may determine from time to time) until it is paid.

21.7. If the **policy owner** pays **us** the insurance premiums in one lump sum on behalf of more than one **insured person**, and the amount paid is insufficient, **we** will notify the **policy owner** in writing of this. If the outstanding amount is not paid within 30 days **we** will pro-rata the premium shortfall across all relevant **insured persons** and will adjust the amount of their Trauma Benefit accordingly.

21.8. If at the beginning of any **policy period**, **we** have not fully received the information **we** require to determine the insurance premium in respect of an **insured person** for that **policy period**, **we** will determine a provisional insurance premium, which will become due to **us**.

After **we** have received and processed the information required, **we** will calculate the difference between the provisional insurance premium paid and the insurance premium payable and the applicable party will immediately pay this amount.

21.9. If an **insured person's** cover ends during any **policy period** other than because of that person's suffering a **trauma condition**, **we** will refund, at the end of that **policy period**, a proportion of the insurance premium paid.
The amount refunded will, at **our** discretion, be either proportionately adjusted from the first day on which the **insured person's** cover ended up to the last day of the relevant **policy period**, or adjusted in accordance with the **bulk adjustment formula**.

22. Premium rates.

22.1. The annual insurance premium rates for **insured persons** covered on standard terms are set out in the **schedule** and **we** will not change them until the **premium variation date** except in the circumstances outlined in Clauses 22.3 to 22.6 below.

22.2. For an **insured person** who is not covered on standard terms, **we** will notify the **policy owner** of the insurance premium rate **we** apply.

22.3. **We** may, by giving the **policy owner** at least one month's prior notice in writing, vary the insurance premium rates set out in the **schedule**, with any variation being effective from the earlier of:

22.3.1. The date on which the number of **insured persons** altered by 30% or more since the last **premium variation date**, and

22.3.2. The **premium variation date.**

22.4. In the event of an invasion, rebellion or an outbreak of war (whether declared or not) in which New Zealand is involved, and at any time during that event, **we** may vary the insurance premium rates set out in the **schedule** by notice in writing to the **policy owner**. Any variation will be immediately effective after giving notice in writing to the **policy owner**.

22.5. If in **our** opinion, there is a variation in:

22.5.1. The **employer's** business or location, or

22.5.2. Any **insured person's** occupation or location

which materially alters the risk under this policy, **we** may alter any or all of the insurance premium rates that apply to this policy as **we** in **our** discretion see fit. Any variation will be effective from the time the alteration in risk occurred.

22.6. In the event of any change or variation in any Act or Regulation that, in **our** opinion, affects the tax treatment of this policy or the insurance premium rates, then **we** may vary the insurance premium rates set out in the **schedule** to take into account the change or variation.
Any variation will be immediately effective after giving notice in writing to the **policy owner**.

J. Cancellation.

23. Cancellation by policy owner.

23.1. The **policy owner** may cancel this policy at any time by giving **us** three months' prior notice in writing.

23.2. The **policy owner** may cancel this policy at the **premium variation date** with notice given on or before the **premium variation date**.

We will refer to the date specified in that notice (being either 3 months from the notice date or the **premium variation date**) as the **cancellation date**.

24. Cancellation by Fidelity Life Assurance Company Limited.

24.1. **We** may cancel this policy by giving the **policy owner** three months' prior notice in writing with the cancellation effective at the **review date**.

24.2. **We** may also cancel this policy by giving one month's prior notice in writing in the following circumstances:

24.2.1. If the **policy owner** fails to pay any instalment of insurance premium three months after it becomes due, or

24.2.2. If **we** determine that the **policy owner** or **employer** has made any agreement or arrangement where part or all of the benefits provided under this policy to **insured persons** or to **eligible employees** are to be provided outside this policy.

We will refer to the date specified in that notice as the **cancellation date**.

25. What happens when the cover is cancelled.

25.1. With effect from the **cancellation date**:

25.1.1. No further insurance premiums will be payable by the **policy owner**,

25.1.2. Cover for the **insured persons** will end immediately,

25.1.3. **We** will pay no further benefits under this policy, except for any Trauma Benefit that accrued before the **cancellation date**.

26. Refund after cancellation.

26.1. If this policy cancels and a refund of insurance premium is due, then **we** will refund this to the **policy owner**. **We** may subtract any reasonable expenses **we** incur in cancelling this policy from the refund payable.

K. Continuation option.

27. Eligibility and what is provided.

27.1. This option applies if:

a. **you** have selected it, and

b. the Continuation Option is shown in the **schedule**.

27.2. If cover ends because the **insured person** ceases to be employed by the **employer**, he or she may apply for a yearly renewable trauma policy with **us**, or other trauma policy as determined by **us**, on terms acceptable to **us**. Upon receipt of a completed continuation option application form, **we** will issue to the **insured person** a trauma policy on the following basis:

27.2.1. The sum insured will be an amount not exceeding the amount of the Trauma Benefit for the **insured person** under this policy on the date the **insured person** is no longer in **service**; and

27.2.2. **We** will issue the policy without any evidence of the **insured person's** current state of health or pursuits, and

27.2.3. **We** will issue the policy subject to the terms and conditions and at **our** premium rates that apply to the particular policy at the date of the application, and

27.2.4. The **insured person's** new occupation is one **we** usually insure under an individual policy, and

27.2.5. Where the **insured person's** cover under this policy was subject to special terms or conditions (including special rates), **we** may apply corresponding special terms, conditions, and rates to the new policy.

28. When the continuation option is not available.

28.1. A continuation option is not available if the **insured person** is:

28.1.1. Not a New Zealand resident.

28.1.2. Joining the armed forces of any country (except the NZ Defence Force Reserves).

28.2. A continuation option is not available if:

28.2.1. The **insured person** has been paid a benefit, has applied, or is in the process of applying for a benefit, or is entitled to receive a benefit, under this policy, or

28.2.2. Cover ends due to having reached the **cover end date.**

29. Continuation option availability period.

29.1. **We** must receive any application for continued insurance under this Clause:

29.1.1. Within 60 days of the date on which the cover for the **insured person** under this policy ends, and

29.1.2. Before the **insured person** reaches his or her **cover end date**.

30. What happens when less than ten insured persons are covered.

30.1. If **we** cancel this policy because the number of **insured persons** are less than ten, these **insured persons** may choose to apply for a continuation option, within 60 days of the **cancellation date**.

31. What happens when the employer is in liquidation or receivership.

31.1. For the avoidance of doubt, an **insured person** may exercise this continuation option if the **employer** has been wound up, placed in liquidation or receivership, or otherwise ceased to exist. At **our** sole discretion, **we** may also exercise this continuation option when the **employer** is sold primarily to avoid one of the above possibilities occurring.

L. General conditions.

32. Currency.

32.1. The insurance premiums will be paid in New Zealand currency at **our** head office. All amounts and benefits payable by **us** in respect of this policy will be paid in New Zealand currency.

33. Variation.

33.1. The **policy owner** may with **our** consent at any time delete from and/or add to the terms of this policy.

33.2. **We** may change the terms and conditions of this policy at the **premium variation date** by giving three months' prior notice in writing. If the **policy owner** and **we** cannot agree on the revised terms, the policy will end on the **premium variation date**.

33.3. If there is a change in the law affecting **our** liability under this policy or the value of any benefit payable under it, **we** may vary the policy in a manner **we** see fit because of that change, by notice in writing to the **policy owner**.

34. Audit.

34.1. From time to time, **we** may conduct an audit of the **employer's** records that relate to this policy. If **we** choose to conduct an audit **we** will give the **employer** reasonable notice of the audit and **we** will conduct the audit during business hours only.

35. Privacy.

35.1. During the course of this policy, **we** collect personal information regarding **eligible employees** to administer the policy.

35.2. The **employer** must advise the **eligible employees** that the information will be provided to **us**, what **we** will use the information for, to whom **we** may disclose the information, and that the **eligible employee** may request reasonable access to and correction of the information.

36. New Zealand Law.

36.1. The law of New Zealand governs this policy and the New Zealand Courts have exclusive jurisdiction.

37. Statutory fund.

37.1. This policy is referable to the Fidelity Life Statutory Fund Number 1.

M. Definitions.

Accident.
Injury caused solely and directly by violent, accidental, external and visible means.

Activities of daily living.

- bathing and showering – the ability to wash in the bath or shower (including getting in or out of the bath or shower) or wash satisfactorily by other means without the assistance of another person. The **insured person** will be considered to be able to bathe himself or herself even if the above tasks can only be performed by using equipment or adaptive devices.
- dressing and undressing – the ability to put on, take off, secure and unfasten all garments, and as appropriate any braces, artificial limbs or other surgical appliances without the assistance of another person.
- eating and drinking – the ability of the **insured person** to feed himself or herself without the assistance of another person, once food and drink have been prepared.
- using a toilet – the ability to use the toilet with or without aids or otherwise manage bowel and bladder function so as to maintain a satisfactory level of personal hygiene without the assistance of another person.
- mobilising – moving from place to place by walking, wheelchair or with the assistance of a walking aid (including mechanical or motorised devices).

The **insured person** will be considered to be able to perform the activity even if the above tasks can only be performed by using equipment or adaptive devices.

At Work.
The **employee** is in **service**, and physically at his or her place of employment, carrying out all the usual duties of that employment.

At Work Certificate.
A certificate in the form prescribed by **us** which the **policy owner** completes as part of its proposal for insurance under this policy.

Automatic acceptance limit.
The amount stated in the **schedule**.

Bulk adjustment formula.
For adjusting the rate which **we** may apply at **our** discretion, subject to Clauses 21.4, 21.5 and 21.9 is:

0.50 x P/S1 x (S2-S1), where

P = Total annual premium at the last **review date**

S1 = Total **Trauma Benefit** at the last **review date**

S2 = Total **Trauma Benefit** at the current **review date**

This formula will apply if the number of **insured persons** on the **review date** is 50 or more. If the number of **insured persons** is less than 50, then individual adjustments will apply.

Cancellation date.
The date specified in a notice by either the **policy owner** or **us**, when all cover under this policy ends.

Cover end date.
Has the meaning stated in the **schedule**.

Eligible employee.
Has the meaning stated in the **schedule**.

Employee.
A person in the employment of the **employer** or such other person as may be agreed in writing from time to time between the **employer** and **us.**

Employer.
The entity named in the **schedule**.

Evidence of insurability.
A completed personal statement and such other medical examinations or reports, medical tests and health, occupation and activity statements as **we** may require.

Insured person/insured persons.
An **eligible employee** who is covered under this policy in accordance with its terms.

Join date.
The date an **eligible employee** first becomes an **insured person**.

Medical practitioner.
An appropriately qualified and registered medical practitioner (and includes an appropriate specialist) who is not the **employer** or the **insured person**, their spouse, relative or business associate.

Parental leave.
Parental leave as that term is defined by the Parental Leave and Employment Protection Act 1987 provided that there is a reasonable expectation of the **eligible employee** returning to employment with the **employer** as determined by the **employer**.

Policy owner.
The entity named in the **schedule**.

Policy period.
The period starting on the **start date** and ending on the day before the next **review date**, or any subsequent period starting on a **review date** and ending on the day before the next **review date**, both dates being included.

Premium variation date.
Three years from the **start date** and three yearly thereafter.

Review date.
The date specified in the **schedule**.

Salary.
Salary payable by the **employer** in relation to an **insured person** who is:

- A full time permanent **employee**, means his or her annual base remuneration
- A part time permanent **employee**, means the pro-rated equivalent of his or her annual base remuneration
- A fixed term **employee**, means his or her contracted remuneration
- A casual **employee**, means his or her remuneration received

during the **policy period** excluding overtime, bonuses, fees and commissions.

Schedule.
The schedule attached to this policy.

Service.
Actual employment with the **employer** in respect of which the **insured person** concerned receives a **salary,** and includes leave of absence of up to 12 months.

Start date.
Is the date stated in the **schedule** when this policy starts.

Trauma condition.
A specific condition detailed in Clause 13 which makes an **insured person** eligible to submit a claim.

We / us / our.
Fidelity Life Assurance Company Limited or any person, firm, corporation or company carrying on business in succession or in amalgamation with it.

Whole person function.
The evaluation of whole person function is derived from the latest edition of the American Medical Association's publication Guides to the Evaluation of Permanent Impairment (Guides).

You.
The **policy owner** specified in the **schedule**.