
Term Cover Policy

This is an important document detailing the terms of your Westpac Term Cover policy. Please read this document carefully and keep it in a safe place.

Effective from 1 February 2017.



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Term Cover Policy

The Policy includes:

The Schedule which shows the insurance cover and the Premium payable. Whenever the details on the Schedule change a new Schedule will be issued.

Please read this document carefully to ensure you understand the Policy and that the cover described here meets your requirements. If there is anything within the Policy that is unclear, please contact Westpac Life on **0800 738 641** or **04 918 0246**.

If you decide that this cover is not what you want, you can notify us within 30 days of the Commencement Date and we will refund any Premiums paid in full and cancel the cover.

This Policy is issued in response to the application (or proposal) and declaration made to Westpac Life-NZ-Limited ('Westpac Life', 'we', 'our', 'us') by the proposer(s) named on the Schedule as the Policy Owner(s) and the Life Insured. The application (or proposal) and declaration, together with any personal statements, form the basis of the contract between Westpac Life and the registered Policy Owner(s) ('you' or 'your'). Subject to the payment of the Premiums relating to this Policy and the terms and conditions attached to it, we will pay you the insured benefits.

The term of this Policy (meaning the period you have insurance cover for) will continue as long as the premiums are paid or until such time as the Policy expires or is cancelled. As all Premiums are required to meet the costs of insurance cover, the Policy has no cash value.

The Schedule lists the events which are insured. The benefits payable are explained in the sections that follow. Refer to section 5.2 for definitions of certain words used in this Policy. This Policy commences on the Commencement Date.

The Commencement Date, name of the Life Insured, name of the Policy Owner(s), applicable benefits, Sum Insured, premium due date, anniversary date and Premiums specific to your Policy are set out in the Schedule.

1. Benefits

1.1 Guaranteed Enhancement Benefit

If at any time in the future we make enhancements to any of the benefits under this product which are favourable to you and do not increase our standard premium rates, we will automatically apply these to this Policy from the effective date of the enhancement.

Any enhancements will then apply to any future claims against those benefits. They will not apply to past or current claims or any claims resulting from conditions or events that began or took place before the effective date of the enhancement.

1.2 Death, Immediate Support and Terminal Illness Benefits

If the Life Insured dies we will pay the Death/Terminal Illness Benefit Sum Insured as at the date of death. We may pay a once-only Immediate Support Benefit which is an advance payment of 10% of the Death/Terminal Illness Benefit Sum Insured (up to a maximum of \$15,000):

- for the Immediate Support Benefit to be considered, we must have received a valid New Zealand Death Certificate for the Life Insured and be satisfied this Policy was in force at the time of their death. If the Life Insured is the Policy Owner, we must have received a copy of the Letters of Administration or Probate in order to pay this benefit unless otherwise agreed by Westpac Life;
- if the Immediate Support Benefit is paid, any further payment of the Death/Terminal Illness Benefit Sum Insured will be reduced by the amount of the Immediate Support Benefit paid.

If the Life Insured is conclusively diagnosed as having a terminal illness which, in our opinion, will result in death within twelve (12) months regardless of any treatment which may be undertaken, we will pay the Death/Terminal Illness Benefit Sum Insured. In the event of this payment the Death/Terminal Illness Benefit will then reduce to zero and expire.

Please refer to section 4.14 Exclusions for what is not covered.

Optional Benefits

1.3 Optional Crisis Cover Benefit

If your Policy includes a Crisis Cover Benefit, the Sum Insured for this benefit will be shown in your current Schedule.

If the Life Insured is diagnosed for the first time as suffering from any one (1) of the following Crisis Cover Critical Conditions to the extent defined in section 5.1, we will pay the Crisis Cover Benefit Sum Insured as at the date of diagnosis:

- Alzheimer's Disease
- Aplastic Anaemia
- Blindness
- Cancer
- Cardiomyopathy
- Chronic Liver Disease
- Chronic Lung Disease
- Coma
- Coronary Artery Angioplasty - Triple Vessel
- Coronary Artery By-pass Surgery
- Creutzfeldt-Jakob Disease
- Dementia
- Encephalitis
- Heart Attack (myocardial infarction)
 - > Severe Heart Attack
- Kidney Failure
- Loss of Limbs or Eyes
- Loss of Speech
- Major Head Trauma
- Major Organ Transplant
- Medically Acquired HIV
- Motor Neurone Disease
- Multiple Sclerosis
- Muscular Dystrophy
- Occupationally Acquired HIV
- Open Heart Surgery and Aortic Surgery
- Out of Hospital Cardiac Arrest
- Paralysis
- Parkinson's Disease
- Pneumonectomies
- Pulmonary Hypertension
- Severe Burns
- Stroke
- Unable to Manage Daily Living Activities

1.3.1 Partial Crisis Cover Benefit

If your Policy includes a Crisis Cover Benefit and the Life Insured suffers a Lesser Heart Attack (Myocardial infarction), we will pay 20% of the Crisis Cover Benefit Sum Insured as at the date of diagnosis (up to a maximum of \$50,000).

We reserve the right to amend the definitions of, or to add or remove, Crisis Cover Critical Conditions. Examples of when we may exercise this right

include allowing us to respond to market changes or medical advances or to enable changes that are reasonably necessary for Westpac Life's other legitimate business purposes. We will give you not less than 21 days' notice of any changes. Any changes will only apply from the effective date of such changes to future claims. They will not apply to past or current claims, or any claims arising from Conditions which first occur, are first diagnosed, or for which symptoms or signs first became reasonably apparent before the effective date of the changes. If certain exclusions are noted on your Policy Schedule, these continue to apply.

Please refer to section 4.14 Exclusions for what is not covered.

Effect on Policy when Crisis Cover Benefit is paid

Only one (1) claim can be made under this benefit, after which:

- the Death/Terminal Illness Benefit Sum Insured will reduce by the amount paid; and
- the Crisis Cover Benefit and the Partial Crisis Cover Benefit will cease; and
- you will no longer have to pay for the portion of the Premium for this benefit.

Please note that if the Sum Insured of your Crisis Cover Benefit is equal to the Sum Insured of your Death/Terminal Illness Benefit, upon payment of your Crisis Cover Benefit in full, both your Crisis Cover Benefit and Death/Terminal Illness Benefit (and therefore your Policy) will cease.

Effect on Policy when Partial Crisis Cover Benefit is paid

Only one (1) claim can be made under this benefit, after which:

- the Death/Terminal Illness Benefit Sum Insured will reduce by the amount paid; and
- the Crisis Cover Benefit will reduce by the amount paid; and
- the Partial Crisis Cover Benefit will cease; and
- your Premium will reduce to reflect the new Sum Insured for both the Death/Terminal Illness Benefit and the Crisis Cover Benefit.

1.4 Optional Income Cover Benefit

If your Policy includes the Income Cover Benefit, the Sum Insured for this benefit will be shown in your current Schedule.

If the Life Insured suffers a Total Disability beyond thirty (30) consecutive days, we will then pay the Income Cover Benefit whilst the Life Insured continues to be Totally Disabled, for a maximum period of thirty six (36) months. No Income Cover Benefit is payable for the first thirty (30) days of Total Disability (the 'Stand Down Period').

The Income Cover Benefit amount will be reduced by any amount the Life Insured receives or is entitled to receive as accident compensation from either the Accident Compensation Corporation (ACC) or an alternative accident insurer.

A 'Total Disability' is any disability starting on or after the date Income Cover commences, caused by an Injury or Illness, whilst the Life Insured is in Full Time Employment which has resulted in the Life Insured:

- requiring and receiving regular medical attention (this includes the Life Insured following the advice or treatment of a Registered Medical Practitioner); and
- being unable to work in his or her Usual Occupation for more than ten (10) hours per week; and
- not working in any other Gainful Occupation (unless we have otherwise agreed in writing).

If the Life Insured is not engaged in Full Time Employment at the time the Total Disability is suffered, the maximum Income Cover Benefit will be \$1,000 per month.

For the Policy Owner to be able to claim the Income Cover Benefit, the Life Insured:

- must be requiring and receiving regular medical attention (this includes the Life Insured following the advice or treatment of a Registered Medical Practitioner); and
- must not be working in any other Gainful Occupation (unless we have otherwise agreed in writing); and
- where having normally performed Full Time Unpaid Domestic Duties, is unable to perform Full Time Unpaid Domestic Duties; and

- where unemployed, in our opinion be unable to work in any occupation for which they would be reasonably suited by training, experience or abilities for more than ten (10) hours per week.

The extent of the Life Insured's disability will be determined by Westpac Life after considering appropriate medical evidence.

Please refer to section 4.14 Exclusions for what is not covered.

The Income Cover Benefit will be payable from the end of the Stand Down Period until the earliest of the following:

- the Life Insured no longer suffers Total Disability; or
- the Life Insured resumes their Usual Occupation; or
- the Life Insured resumes any other Gainful Occupation; or
- the thirty six (36) month benefit period ends; or
- the death of the Life Insured.

Travel or residence outside New Zealand

Where the Policy Owner is entitled to receive the Income Cover Benefit, they shall continue to be so entitled if the Life Insured travels to or resides in New Zealand, Australia, the United States of America, Canada or the countries of the United Kingdom. Unless agreed by Westpac Life in writing, any Income Cover Benefit will not be paid for a period longer than six (6) months while the Life Insured travels outside of or resides outside of the above listed countries.

Recurrent Disability

If a Total Disability recurs within twelve (12) months of a previous period of Total Disability where a claim has been paid, this will be considered to be a continuation of an earlier period of Total Disability. The Stand Down Period will be waived, but the thirty six (36) month payment period will not recommence and any claim will take into consideration the length of any claim already paid.

1.5 Optional Redundancy/Bankruptcy Cover Benefit

If your Policy includes the Redundancy/Bankruptcy Cover Benefit, the Sum Insured for this benefit will be shown in your current Schedule.

Where unemployment resulting from redundancy continues beyond thirty (30) consecutive days or bankruptcy continues beyond thirty (30) consecutive days, we will then pay the Redundancy/Bankruptcy Cover Benefit whilst the Life Insured remains unemployed/bankrupt, for a maximum period of six (6) months. No Redundancy/Bankruptcy Cover Benefit is payable for the first thirty (30) consecutive days of redundancy/bankruptcy.

Redundancy is loss of employment that starts on or after the date that the Redundancy/Bankruptcy Cover commences, other than by voluntary redundancy, resignation, or dismissal, resulting from the Life Insured's position becoming superfluous to the needs of their employer.

The Redundancy Cover Benefit is subject to the Life Insured actively seeking alternative Full Time Employment, proof of which must be provided to us.

The Redundancy Cover Benefit will be payable until the earliest of the following:

- the day the Life Insured resumes Full Time Employment; or
- the day the Life Insured commences any Gainful Occupation; or
- the day the six (6) month period ends; or
- the death of the Life Insured.

Bankruptcy is when the Life Insured has been declared bankrupt as a result of their creditors applying to a New Zealand Court to do so.

The Bankruptcy Cover Benefit will be payable until the earliest of the following:

- the day the Life Insured is discharged from bankruptcy; or
- the day the six (6) month period ends; or
- the death of the Life Insured.

Please refer to section 4.14 Exclusions for what is not covered.

Travel or residence outside New Zealand

No cover for the Redundancy/Bankruptcy Cover Benefit is available if the Life Insured resides outside of New Zealand or travels outside New Zealand for a continuous period of three (3) months or longer (unless agreed otherwise by Westpac Life in writing).

1.6 Waiver of Premiums Benefit

This cover only applies if the Income Cover Benefit or Redundancy/Bankruptcy Cover Benefit is shown on the Schedule.

Premiums for the Policy (up to a maximum of \$300 per month) will be waived whilst the Life Insured is receiving an Income Cover Benefit or a Redundancy/Bankruptcy Cover Benefit. You will be responsible for any Premium amounts over \$300 per month.

2. Special Events Increase Benefit

You may at any time prior to the Life Insured reaching age sixty five (65) increase the Sum Insured for the Death/Terminal Illness Benefit or Optional Crisis Cover Benefit under this Policy on the occurrence of any of the Special Events (a-h) listed below without further evidence of health. Requests for increases must be made within three (3) months of a Special Event.

You can make one Special Events increase in any twelve (12) month period. You may increase the Sum Insured more than once in respect of each Special Event (a-h) listed below during the term of the Policy. Evidence will need to be provided as specified below, together with any further evidence that we may request.

A Special Events increase is NOT available if:

- the Life Insured has been accepted under the Death/Terminal Illness Benefit or Optional Crisis Cover Benefit with a premium loading of over 100% (medical condition exclusions each amount to a 50% premium loading; avocational exclusions do not incur a premium loading); and/or
- we have paid a benefit under a Terminal Illness Benefit or Optional Crisis Cover Benefit; or
- if the Life Insured qualifies for a claim under any Westpac Life policy, or any life policy with another insurer.

You cannot request a Special Events increase within twelve (12) months of the Policy Commencement Date. If a Special Events increase occurs the increased portion will be covered for death by accident only within the first six (6) months of that increase. If a premium loading, exclusion or special condition applied to your Death/Terminal Illness Benefit and/or Optional Crisis Cover Benefit, the premium loading, exclusion or special condition will apply to the Special Events increase amount.

The increase in respect of each Special Event is up to 25% of the original Sum Insured at the Policy Commencement Date up to a maximum of \$300,000. The minimum increase in respect of each Special Event is 10% of the original Sum Insured at the Policy Commencement Date.

The total increase in the Sum Insured in respect of the aggregate of all Special Events is limited to the lesser of \$600,000 or 100% of the original Sum Insured at the Policy Commencement Date across all policies with Westpac Life for the Life Insured.

The Premium for the increased cover will be based on the age of the Life Insured and our Premium rates at the time the option is exercised.

In the event of the increase being for Salary Increase, the amount of increase will be restricted to the lesser of:

- \$300,000; or
- 25% of the original Sum Insured at the Policy Commencement Date; or
- five (5) times the increase in Salary on an annualised basis.

In the event of the increase being for a mortgage, the amount of increase will be restricted to the lesser of:

- \$300,000; or
- 25% of the original Sum Insured at the Policy Commencement Date; or
- the mortgage amount or increase in mortgage amount.

Special Events:

- a. TAKE OUT OR INCREASE A MORTGAGE of the Life Insured
A copy of the mortgage documents must be provided to us. This option is only available if the Life Insured takes out or increases a loan of at least \$25,000 to purchase their primary residence, a new residential investment property, a holiday home, or a bare block of land zoned as residential.
- b. The Life Insured decides to permanently live with someone in the nature of MARRIAGE or CIVIL UNION
A copy of the Marriage Certificate, Civil Union Certificate, or other evidence satisfactory to us that confirms the permanent nature of the relationship must be provided to us.
- c. DIVORCE or LEGAL SEPARATION of the Life Insured
A copy of the Dissolution Order, Separation Order or Separation Agreement must be provided to us confirming the date of the Divorce or Legal Separation.
- d. DEATH of a spouse or partner of the Life Insured
A copy of the Death Certificate for the Life Insured's spouse or partner must be provided to us.
- e. BIRTH of a child of the Life Insured
A copy of the Birth Certificate showing the relationship to the Life Insured must be provided to us.
- f. ADOPTION by the Life Insured
A copy of the Adoption papers showing the relationship to the Life Insured must be provided to us.
- g. SALARY INCREASE for the Life Insured
Evidence of the increase in Salary of the Life Insured must be provided in a form that is acceptable to us. This option is not available if the Life Insured is a controlling director, self-employed or if the Life Insured can control their level of Salary.
- h. TAKING FULL TIME CARE OF A DEPENDANT of the Life Insured
The Life Insured becoming responsible for the Full Time Care of a relative who is the mother, father, brother, sister, son, daughter, grandfather or grandmother. Evidence must be provided in a form that is acceptable to us.

3. Financial and Legal Advice Benefit

If we pay the Death/Terminal Illness Benefit of at least \$100,000 under this Policy, we will reimburse the Policy Owner for any fees up to a maximum of \$2,500 (including GST) that are incurred for:

- financial planning advice that you receive from an authorised financial adviser approved by Westpac Life; or
- legal advice you receive from a lawyer.

Payment of this benefit is subject to the following conditions:

- the advice must be paid for within three (3) months of Westpac Life paying the Death/Terminal Illness Benefit; and
- the claim for the Financial and Legal Advice Benefit must be made within three (3) months of Westpac Life paying the Death/Terminal Illness Benefit and must be supported by receipts satisfactory to us for the fees you are claiming; and
- the advice received must be in relation to the Death/Terminal Illness Benefit paid by us. For the avoidance of doubt, this benefit does not cover the fees for any advice or guidance given in relation to the administration and/or distribution of an estate.

If there is more than one (1) Policy Owner, each Policy Owner will be entitled to an equal share of this benefit. We will not pay more than \$2,500 in total in respect of this benefit.

This benefit will be payable only once in respect of all policies covering the same Life Insured.

4. Terms and Conditions

4.1 Changes to the Benefits

Subject to our agreement, you may increase/decrease the level of the Sum Insured and add/delete benefits. Any increase in the insurance cover under this Policy is subject to such evidence of good health of the Life Insured as we may require (unless clause 2 applies). For further information please call Westpac Life on **0800 738 641**.

4.2 Premiums

Premiums are reviewed by Westpac Life each year and generally increase with age. Each year, effective from the Policy Anniversary Date, we will revise the Premium in line with the Life Insured's age and the level and type of benefits applying. We will contact you with details of the revised Premium at least 21 days before it takes effect.

We may also revise the Premium if we alter the table of Premium rates, applicable discounts, adjustment factors or the Policy fee applying to policies of this type. When rate reviews occur Westpac Life can re-rate any occupation to a different Occupation Class.

In the event we vary this Policy, no individual policy can be singled out and treated less favourably than other Term Cover policies covering people with the same characteristics as the Life Insured. We will give you at least 21 days' notice of any changes to your Premium.

Your Premium may change at any time if a change to the level of cover is agreed between us.

4.3 Payment of Premiums

You must pay us each Premium within one (1) month of the Premium due date.

If the Premium is not paid within one (1) month (or any longer period that we may allow) this Policy shall be cancelled and the Main Contact will be advised in writing. This notice of cancellation will be effective if sent to the last address we have for the Main Contact in our records.

If you then wish to reinstate the Policy, please call Westpac Life on **0800 738 641** or contact your adviser. Reinstatement of your Policy is subject to our agreement and such evidence of the good health of the Life Insured as we may require.

4.4 Inflation Increases

If Inflation Cover is chosen, on each Policy Anniversary Date prior to the Life Insured's seventy fifth (75th) birthday, we will increase the Sum Insured (and consequently the Premium) to reflect the annual increase in consumer prices.

We will use whatever consumer price indicators we believe are appropriate for this purpose.

However, on any Policy Anniversary Date which occurs during a period in which an Income Cover Benefit is being paid, Westpac Life will increase the amount of the Income Cover Benefit by the lesser of:

- a percentage based on the most recently announced annual change in the consumer price index; or
- 7%.

We will write to you with details of the revised Sum Insured and Premium and you may decline the inflation increase. If the offer of increasing Inflation Cover is declined for three (3) consecutive years or you write and tell us that you do not want them then Inflation Cover will no longer be offered and the Policy will be changed to level cover.

Premiums will generally increase as the Life Insured gets older.

Increases will cease to be offered after the seventy fifth (75th) birthday of the Life Insured.

We will not increase the Sum Insured for a benefit above the maximum level allowed under our normal business procedures at the time.

4.5 Good Faith

We rely on the truth of statements made by you and the Life Insured in the application or proposal, personal statement and any other declarations subsequently made to us. Subject to the Insurance Law Reform Act 1977, the Policy will be void and no return of any Premium will be made if any of these documents (on the strength of which insurance cover under the Policy was granted or reinstated) contains any materially incorrect information, or if you or the Life Insured fail to disclose any material information to us.

If the date of birth of the Life Insured was not correctly stated on the application or proposal, the Policy will not necessarily be void. However, any benefit payable will be reduced to the amount which would have been payable (having regard to the Premiums actually paid) if the Life Insured's date of birth had been correctly stated.

4.6 Taxation

In the event that the tax treatment relating to this Policy changes, Westpac Life reserves the right to alter the Policy accordingly.

The Premium and the benefits payable include any Goods and Services Tax (GST) in relation to any non-life insurance benefits (where they are included in the Schedule).

Westpac Life cannot advise you on how tax rules will apply in your situation. Please obtain independent advice if you are in any doubt as to the tax position of your Policy.

4.7 Errors

An error by Westpac Life or any other party acting on our behalf shall not invalidate cover otherwise validly in force, or validate cover that is otherwise invalid.

4.8 Cancellation

You may cancel your Policy by giving notice in writing to Westpac Life at any time. The cover under this Policy will continue until the next Premium due date, when the Policy will be cancelled.

Unless paid annually, no Premium will be refunded. Where Premiums are paid on an annual basis, a pro rata refund will be made of the Premium that relates to the remaining whole months of unused cover.

4.9 Surrender Value

This Policy does not have a cash surrender value.

4.10 Applicable Law

Any legal action against Westpac Life concerning this Policy must be conducted in New Zealand, and this Policy shall at all times be governed by the laws of New Zealand.

4.11 Transfer of Ownership

The Policy Owner(s) may only assign the Policy to another person, persons, company or other party where approval in writing has been obtained from Westpac Life.

To request approval to an assignment you must complete a Transfer of Ownership form and mail it to Westpac Life for registration. To obtain a form, please call Westpac Life on **0800 738 641** or visit your local Westpac Branch.

4.12 Notices

Notices to the Policy Owner(s) will be sent by ordinary post to the Main Contact (to the last postal address notified to us) or by facsimile or electronic means (to the facsimile/email address provided to us). A notice sent to the Main Contact shall be treated as having been given to all Policy Owners. You are responsible for promptly informing Westpac Life of any change of your personal details (including your name, address, telephone, mobile or facsimile numbers and email address).

The Main Contact can be changed to another Policy Owner at any time. To request this change, all Policy Owners must provide verbal or written authority to Westpac Life. To do this, contact Westpac Life on 0800 738 641, or visit your local branch. Although the Main Contact will be the main contact for communications, we are entitled if we wish to give a notice under this Policy to all registered Policy Owners.

4.13 Payment of Claims

We will pay to you the relevant Sum Insured if the Life Insured suffers one (1) of the events covered by this Policy and shown in the Schedule and the Policy is in force. Before paying, we will need to be satisfied that the claim is valid and that we have been given adequate proof of the following:

- the event has in fact occurred to the Life Insured; and
- the age of the Life Insured at the time of the event; and
- the identity of the Policy Owner.

All proof required will be provided or acquired at your expense, unless otherwise agreed by Westpac Life. Only one (1) benefit is payable across Income Cover and/or Redundancy/Bankruptcy Cover at any one time.

Before we consider paying a claim under this Policy for any event where cover may be provided by the Accident Compensation Corporation (ACC) or another accident insurer, the Life Insured must take all reasonable steps to pursue a claim for this event with the ACC or the other accident insurer.

All claim payments due under this Policy will be payable to you in New Zealand currency.

4.14 Exclusions

General

If you or the Life Insured make any fraudulent or dishonest claim or deliberately provide incorrect information to support a claim, Westpac Life may void the Policy or decline to pay a benefit (at our sole discretion).

We will not pay a claim if the death, illness, injury or disability:

- is caused or contributed to by any condition specifically excluded by an endorsement in the Schedule; or
- occurs within thirteen (13) months of the Commencement Date, the date of any reinstatement or increase in the Sum Insured (in relation to the increase only) and, is a direct or indirect result of any injury or illness which is intentionally self-inflicted or caused by suicide or a suicide attempt (whether the Life Insured is sane or insane).

Crisis Cover Benefit only

A Crisis Cover Benefit or where applicable a Crisis Cover Benefit increase, will not be paid for claims arising from conditions which first occur, are first diagnosed, or for which symptoms or signs first become reasonably apparent within ninety (90) days of:

- the Commencement Date; or
- the date of an increase in Sum Insured (apart from indexation), but such exclusion will only apply in respect of the increased part of the Sum Insured; or
- the date of reinstatement of cover.

Any such Crisis Cover Critical Condition will not be covered by this Policy even if it reoccurs later.

A Crisis Cover Benefit will not be paid if in our opinion an Illness or Injury is a direct or indirect result of:

- any injury or illness to the Life Insured which is intentionally self-inflicted or any attempt at suicide (whether the Life Insured is sane or insane); or
- the Life Insured engaging in conduct which constitutes a criminal offence; or
- the Life Insured committing any materially unlawful act, or being involved in any riot, insurrection, war (whether declared or not declared), or any act incidental to, or arising from such an occurrence; or
- service in the armed forces of any country or organisation; or
- the consumption of alcohol or the taking of poisons or drugs or the application of medications, except where taken as directed by a Registered Medical Practitioner; or

- a Critical Condition which you or the Life Insured knew or suspected to exist and which was not disclosed to Westpac Life in writing at the time:
 - > this benefit was applied for, or at the time of any reinstatement; or
 - > of any increase in Sum Insured (apart from indexation), but such exclusion will only apply in respect of the increased part of the Sum Insured.

Income Cover Benefit only

An Income Cover Benefit will not be paid if in our opinion the Life Insured's Total Disability is a direct or indirect result of:

- any non disclosed pre-existing condition; or
- any intentionally self-inflicted injury; or
- the Life Insured committing any materially unlawful act, or being involved in any riot, insurrection, war (whether declared or not declared), or any act incidental to, or arising from such an occurrence; or
- the consumption of alcohol or the taking of poisons or drugs or the application of medications, except where taken as directed by a Registered Medical Practitioner.

Pregnancy, childbirth and abortion are not disabilities and Income Cover Benefit will not be paid in respect of absence from work due to such circumstances.

Redundancy/Bankruptcy Cover Benefit only

A Redundancy/Bankruptcy Cover Benefit will not be paid for any redundancy/bankruptcy that occurs, or that you (or the Life Insured) become aware of, or ought to have been aware of, within six (6) months from:

- the date that the Redundancy/Bankruptcy Cover commences; or
- the date of any reinstatement; or
- the date of any increase in Sum Insured (apart from indexation), but such exclusion will only apply in respect of the increased part of the Sum Insured.

No Redundancy/Bankruptcy Cover Benefit will be paid for any redundancy of the Life Insured if the Life Insured was working less than twenty five (25) hours per week in employment, as at the date the Life Insured stopped work.

For redundancy, a Redundancy/Bankruptcy Cover Benefit will not be paid where:

- the Life Insured is not paid by salary or wages; or
- the Life Insured is self-employed, or employed in seasonal or contract work, or in temporary or casual work; or
- the Life Insured is a director where they have control over their own employment, or if the Life Insured is employed by a direct member of their family (spouse, parents or children); or
- the Life Insured has not satisfied us that they are actively seeking Full Time Employment (this includes during the first thirty (30) consecutive days of Redundancy).
- For the avoidance of doubt, a Redundancy/Bankruptcy Cover Benefit will not be paid for any loss of employment that occurs during any trial period (up to 90 days) relating to that employment.

For bankruptcy, a Redundancy/Bankruptcy Cover Benefit will not be paid:

- if the Life Insured is not self-employed; or
- for voluntary bankruptcy of the Life Insured; or
- if the Life Insured knew at the date that the Redundancy/Bankruptcy Cover commences, that it was likely or possible that a bankruptcy notice would be issued against them or that a creditor's application for bankruptcy would be made to Court; or
- if at or before the date that the Redundancy/Bankruptcy Cover commences, the Life Insured had received a bankruptcy notice or committed an act of bankruptcy.

4.15 Policy and Benefit Expiry Dates

Death/Terminal Illness Benefit will expire and the Policy will terminate on the occurrence of the earliest of:

- the Policy Anniversary Date following the Life Insured's one hundredth (100th) birthday (this date is shown on the Schedule); or
- payment of the Death/Terminal Illness Benefit; or
- the death of the Life Insured; or
- the Death/Terminal Illness Benefit reducing to zero (in accordance with the terms of this Policy).

Optional Crisis Cover Benefit (if option is shown on your Schedule) will cease on the occurrence of the earliest of:

- the Policy Anniversary Date following the Life Insured's seventieth (70th) birthday (this date is shown on the Schedule); or
- payment of the Crisis Cover Benefit (except for the Partial Crisis Cover Benefit); or
- the death of the Life Insured.

Optional Income Cover Benefit (if option is shown on your Schedule) will cease on the occurrence of the earliest of:

- the Policy Anniversary Date following the Life Insured's sixty fifth (65th) birthday (this date is shown on the Schedule); or
- the death of the Life Insured.

Optional Redundancy/Bankruptcy Benefit (if option is shown on your Schedule) will cease on the occurrence of the earliest of:

- the Policy Anniversary Date following the Life Insured's sixty fifth (65th) birthday (this date is shown on the Schedule); or
- the death of the Life Insured.

5. Definitions

5.1 Crisis Cover Critical Conditions

Crisis Cover Critical Conditions means one of the following 33 events:

Alzheimer's Disease

Permanent reduction of brain function, unequivocally diagnosed as Alzheimer's Disease by a consultant neurologist acceptable to Westpac Life, confirming defined memory loss and loss of intellectual function of at least moderate severity.

Aplastic Anaemia

The acquired abnormality of blood production, characterised by an absence of normal bone marrow activity, as confirmed by a Haematologist acceptable to Westpac Life and requiring treatment with at least one (1) of the following:

- blood transfusion, or blood production transfusion;
- immuno-suppressant agents; or
- bone marrow transplantation or peripheral blood stem cell transplant.

Blindness

The complete and irrecoverable loss of sight in both eyes as a result of sickness or accident. The extent of visual loss must be 3/36 or worse or degree of vision is less than or equal to 20 degrees of arc (whether aided or unaided).

Cancer

A malignant tumour pathologically confirmed and characterised by the uncontrolled spread of malignant cells and the invasion of normal tissue. Also included are Hodgkin's disease, lymphoma, colorectal cancer (from Dukes stage A) and leukaemia. The following are specifically excluded:

- all skin cancers except:
 - a. metastatic squamous cell carcinomas; and
 - b. melanomas of 1.5 millimetres or more in thickness;
- all tumours which are histologically described as microcarcinoma, pre-malignant or showing the malignant changes of 'carcinoma-in-situ', including cervical dysplasia rated as CIN 1, 2 or 3 ('carcinoma-in-situ' of the breast is covered if it results directly in the removal of the entire breast. This procedure must be performed specifically to arrest the spread of malignancy and be considered the appropriate and necessary treatment);
- chronic lymphocytic leukaemia (less than RAI stage 1); and
- prostatic tumours which are histologically described as TNM classification T1 (including T1a, T1b and T1c), or characterised by a Gleason Score of less than 6, or are of another equivalent or lesser classification (prostate cancer is covered if it results directly in total prostatectomy. This procedure must be performed specifically to arrest the spread of malignancy and be considered the appropriate and necessary treatment).

Cardiomyopathy

Impaired ventricular function of variable aetiology resulting in significant permanent physical impairment to the degree of at least Class 3 of the New York Heart Association (or equivalent) classification of cardiac impairment.

Cardiomyopathy resulting from alcohol or drug abuse is excluded from this definition.

Chronic Liver Disease

End stage liver failure, evidenced by a medical recommendation to undergo a liver transplant and the Life Insured is placed on the liver transplant list.

Liver disease secondary to alcohol usage or intravenous drug abuse is excluded from this definition.

Chronic Lung Disease

Permanent and irreversible impairment of respiratory function as manifested by both:

- persistent reduction in vital capacity to less than 50% of predicted and/or persistent reduction in respiratory volume per second (Tiffeneau respiratory test) to less than 50% of predicted; and
- persistent reduction in arterial oxygen tension (PaO₂) to below 60mmHg and an increase in carbon dioxide tension (PaCO₂) to above 50mmHg.

Coma

A state of unconsciousness with no reaction or response to external stimuli, persisting continuously and requiring the use of a life support system for a period of at least seven (7) days and resulting in permanent neurological deficit.

Coma resulting from alcohol or drug abuse is excluded from this definition.

Coronary Artery Angioplasty – Triple Vessel

Undergoing for the first time angioplasty, cardiac keyhole surgery or stent insertion on three (3) or more coronary arteries in the same procedure, as considered necessary by a cardiologist acceptable to Westpac Life, to treat coronary artery disease. Angiographic evidence is required to confirm the need for this procedure.

Coronary Artery By-pass Surgery

The actual undergoing of thoracotomy for the correction of two of the three major coronary arteries, which are narrowed or blocked, by coronary artery by-pass graft (CABG). The surgery must be proven to be necessary by means of coronary angiography.

Angioplasty and any other intra-arterial procedures are excluded from this definition.

Creutzfeldt-Jakob Disease

The diagnosis of Creutzfeldt-Jakob disease confirmed by a consultant neurologist acceptable to Westpac Life. The Life Insured must exhibit signs and symptoms of cerebellar dysfunction, severe progressive dementia, uncontrolled muscle spasm, tremor and athetosis, resulting in the Life Insured requiring permanent and continual medical supervision.

Dementia

Total and irreversible failure of brain function confirmed by a consultant neurologist acceptable to Westpac Life. The dementia must also result in either:

- an inability to perform two (2) or more of the Daily Living Activities without assistance from another person; or
- a need for continual professional supervision as confirmed by the consultant neurologist.

Dementia resulting from alcohol or drug abuse is excluded from this definition.

Encephalitis

Severe inflammatory disease of the brain resulting in neurological deficit that causes either:

- at least 25% permanent whole person impairment as defined in the American Medical Association publication 'Guides to the Evaluation of Permanent Impairment', 6th edition, or an equivalent guide to impairment approved by us; and as confirmed by a consultant neurologist acceptable to Westpac Life; or
- a total and irreversible inability to perform at least one (1) of the Daily Living Activities without assistance from another person.

Heart Attack (Myocardial infarction)

Severe Heart Attack – measured by specific tests

An area of the heart muscle dies due to a sudden lack of adequate blood supply. This diagnosis must be supported by:

- (i) New electrocardiographic (ECG) changes consistent with myocardial infarction, and
- (ii) A rise of Troponin I in excess of 2000 ng/L, or Troponin T in excess of 600 ng/L.

If the above criteria are not met, we will consider a claim based on satisfactory evidence that the Life Insured has unequivocally been diagnosed as having suffered a heart attack resulting in:

- (i) A permanent reduction in the Left Ventricular Ejection Fraction to less than 50 per cent measured three months or more after the event; or
- (ii) New pathological Q waves.

If the above tests are inconclusive, other appropriate and medically recognised tests which demonstrate that a heart attack has occurred to at least the same degree of severity as per the above criteria will be considered.

Lesser Heart Attack – measured by specific tests

An area of the heart muscle dies due to a sudden lack of adequate blood supply. This diagnosis must be supported by:

- New electrocardiographic (ECG) changes consistent with myocardial infarction, and
- Diagnostic changes in relevant biomarkers of myocardial damage in the days following the heart attack.

Chest pain that does not meet the above diagnostic requirements is excluded.

Kidney Failure

End stage renal failure presenting as chronic irreversible failure of both kidneys to function as a result of which permanent regular renal dialysis is instituted or renal transplant undertaken.

Loss of Limbs or Eyes

The complete and irrecoverable loss of both hands, both feet, or sight in both eyes (to the extent of 3/36 or less) or any combination of two of: a hand, a foot or sight in an eye (to the extent of 3/36 or less).

Loss of Speech

Total and permanent loss of the ability to produce vocal utterance in a language, as a result of permanent damage to the larynx, the nerve supply of the larynx or the speech centres of the brain which must have been present for at least three (3) consecutive months as certified by an appropriate specialist physician acceptable to Westpac Life.

Major Head Trauma

Accidental injury to the brain, resulting in at least 25% permanent whole person impairment as defined in the American Medical Association publication 'Guides to the Evaluation of Permanent Impairment', 6th edition, or an equivalent guide to impairment approved by us, due to neurological deficits. This condition must be diagnosed by a specialist physician (consultant neurologist or neurosurgeon) acceptable to Westpac Life.

Major Organ Transplant

The receiving of a medically necessary transplant from a human donor of any of the following whole organs – heart, kidney, lung, liver, pancreas, intestine or bone marrow or peripheral blood stem cells.

Transplants of any other organ or only part of any other organ are excluded from this definition.

Medically Acquired HIV

The accidental infection with HIV (Human Immunodeficiency Virus) which arose from any of the following medically necessary events which must have been performed in New Zealand or Australia by a registered health professional – a blood transfusion, transfusion with blood products, organs transplanted to the Life Insured, assisted reproductive techniques or a medical procedure or operation performed by a Registered Medical Practitioner. Notification and proof of the incident will be required via a statement from a District Health Board or equivalent statutory board that the infection was medically acquired. Also we require open access to test independently all blood samples which were used to supply supporting evidence for any potential claim and to obtain all relevant proofs, including evidence pertaining to the alleged source of infection.

HIV infection acquired through sexual activity or recreational drugs is excluded from this definition.

Motor Neurone Disease

Means the unequivocal diagnosis of a progressive form of debilitating motor neurone disease, as confirmed by a consultant neurologist acceptable to us.

Multiple Sclerosis

Means a disease characterised by demyelination in the brain and spinal cord. Multiple Sclerosis must be unequivocally diagnosed by a consultant neurologist acceptable to us. There must be more than one (1) episode of well defined neurological deficit with persisting neurological abnormalities causing:

- at least 25% permanent whole person impairment as defined in the American Medical Association publication 'Guides to the Evaluation of Permanent Impairment', 6th edition, or an equivalent guide to impairment approved by us; or
- a total and irreversible inability to perform at least one (1) Daily Living Activity without the assistance of another person; or
- being assigned a 7.5 or higher score on the Expanded Disability Status Scale (EDSS) by a consultant neurologist.

Neurological investigations such as lumbar puncture, MRI (Magnetic Resonance Imaging) evidence of lesions in the central nervous system, evoked visual responses, or evoked auditory responses are required to confirm the above diagnoses.

Muscular Dystrophy

Means the unequivocal diagnosis by a consultant neurologist acceptable to us of muscular dystrophy causing:

- at least 25% permanent whole person impairment as defined in the American Medical Association publication 'Guides to the Evaluation of Permanent Impairment', 6th edition, or an equivalent guide to impairment approved by us; or
- a total and irreversible inability to perform at least one (1) Daily Living Activity without the assistance of another person.

Occupationally Acquired HIV

Occurrence of infection with the HIV (Human Immunodeficiency Virus) as a result of an accident while performing normal professional duties during the course of the Life Insured's normal occupation. Any accident that may eventuate in a potential claim must be reported within two (2) weeks of its occurrence and be supported by a negative HIV Antibody test taken after the accident had taken place. In addition, satisfactory evidence must be provided that the HIV infection has subsequently occurred within six (6) months of the accident. Also, we require open access to test independently all blood samples which were used to supply supporting evidence for any potential claims and to obtain relevant proofs, including evidence pertaining to the alleged source of infection.

HIV infection acquired through sexual activity or use of recreational drugs is excluded from this definition.

Open Heart Surgery and Aortic Surgery

Undergoing medically necessary open heart surgery for multiple vessel coronary by-pass grafting as a consequence of Coronary Artery Disease, or to replace or repair cardiac valves as a consequence of heart valve defects or to correct any narrowing, dissection or aneurysm of thoracic or abdominal aorta.

Angioplasty, laser or other intra-arterial procedures and other non-surgical procedures are excluded from this definition.

Out of Hospital Cardiac Arrest

Cardiac arrest occurring out of hospital not associated with any medical procedure and documented by an ECG or ECG rhythm strip showing cardiac asystole or ventricular fibrillation.

Paralysis

Total and permanent loss of the use of one or more limbs resulting from spinal cord injury or disease, or from brain injury or disease. This definition of paralysis includes paraplegia, quadriplegia, hemiplegia and diplegia (diplegia of the face is excluded). 'Paraplegia' means the permanent and total loss of use of both legs resulting from injury or disease. 'Quadriplegia' means the permanent and total loss of use of both arms and legs resulting from injury or disease. 'Diplegia' means the permanent and total loss of function of both sides of the body affecting the legs more severely than the arms due to injury or disease. 'Hemiplegia' means the permanent and total loss of function of one side of the body due to injury or disease.

Parkinson's Disease

Means the unequivocal diagnosis, confirmed by a consultant neurologist acceptable to us, of idiopathic Parkinson's Disease as characterised by the clinical manifestation of one or more of the following:

- rigidity; or
- tremors; or
- akinesia

Resulting in the degeneration of the nigrostriatal system causing either:

- at least 25% permanent whole person impairment as defined in the American Medical Association publication 'Guides to the Evaluation of Permanent Impairment', 6th edition, or an equivalent guide to impairment approved by us; or
- a total and irreversible inability to perform at least one (1) Daily Living Activity without the assistance of another person.

Pneumonectomies

The undergoing of surgery to remove an entire lung. This treatment must be deemed the most appropriate treatment and medically necessary by an appropriate medical specialist and supported by our medical advisers.

Pneumonectomies required as a result of smoking tobacco or use of drugs not prescribed by a doctor are excluded from this definition.

Pulmonary Hypertension

Primary pulmonary hypertension associated with right ventricular enlargement, established by cardiac catheterisation, resulting in significant physical impairment to the degree of at least Class 3 of the New York Heart Association classification of cardiac impairment as confirmed by a cardiologist acceptable to Westpac Life.

Severe Burns

Tissue injury caused by thermal, electrical or chemical agents resulting in third degree burns to 20% or more of the body surface area as measured by the 'rule of 9' of the Lund and Browder Body Surface Chart or any equivalent classification.

Stroke

Cerebrovascular incident being diagnosed as an infarction of brain tissue, by thrombosis, haemorrhage or embolisation from an extracranial source producing a sudden onset of neurological symptoms and which is clearly evidenced by:

- MRI or PET; or
- CT scan; or
- Angiogram; or
- other appropriate scanning techniques acceptable to us.

Cerebral events with reversible neurological deficits, transient ischaemic attacks, migraine, hypoxic events, hypotension, trauma, and neurovascular disease affecting the eye, optic nerve or peripheral vestibular functions are excluded.

Unable to Manage Daily Living Activities

Permanent inability to perform two (2) or more of the Daily Living Activities without assistance from another person.

5.2 General Definitions

Where necessary, words in the singular shall be construed in the plural and vice versa.

Commencement Date means the date specified in the Schedule on which the cover under this Policy commenced.

Daily Living Activities means:

- Bathing: showering or washing;
- Dressing: putting on and taking off clothing;
- Feeding: getting food from a plate and into the mouth;
- Mobility: getting in and out of bed, a chair, or moving from place to place by walking, wheelchair or with the assistance of a walking aid; and/or
- Continence: controlling bladder and bowel functions with a reasonable level of personal hygiene.

Full Time Care means the provision of financial and/or physical assistance that is medically necessary due to disability, chronic illness or age-related frailty and is required for more than twenty (20) hours per week for more than six (6) consecutive months.

Full Time Employment means employment for salary or wages by a single employer on a permanent basis (including self-employment) for at least twenty five (25) hours per week.

Full Time Unpaid Domestic Duties means the Life Insured is responsible for maintaining their household and does not follow any other occupation and does not receive income for performing domestic duties.

Domestic duties include but are not confined to:

- cleaning of the home;
- purchasing household food and items for cleaning;
- preparation of meals for the household; and
- laundry services such as washing and ironing for the household, where the household includes the Life Insured and any others who co-inhabit the home such as spouse or children.

Gainful Occupation means working to generate income through personal efforts by using the Life Insured's time and skills. This also includes where the Life Insured has chosen to partake in any other activity which immediately prevents them from returning to work (e.g. volunteer work, full time or part time study).

Illness means any illness, sickness, disease, medical condition or psychiatric illness.

Injury means accidental bodily injury caused solely and directly by violent, accidental, external or visible means.

Life Insured means the person whose life and, where applicable, health is insured against death, crisis, disability, redundancy or bankruptcy. The name of the Life Insured is stated in the Schedule.

Main Contact is the Policy Owner nominated in the application to receive communications on behalf of all Policy Owners from us in respect of the Policy.

Occupation Class means the risk classification by Westpac Life of the Life Insured based on the commitment, duties and physical risk of their occupation.

Policy means this contract of life cover, the Schedule, the application and any attachments.

Policy Anniversary Date means the date shown on the Schedule from which the Sum Insured, and Premium for the following year, are valid. Notification of new Sum Insured and Premium will be sent to you before each Policy Anniversary Date.

Policy Owner means the person (or persons) named as the owner of the Policy in the Schedule who will receive benefits from this Policy.

Premium(s) means the amount based on the applicable rate tables and Policy fee that is payable to Westpac Life to cover the benefits provided by this Policy.

Registered Medical Practitioner means a person acceptable to Westpac Life who is qualified, registered and practising as a medical practitioner in New Zealand, Australia, the United States of America, the United Kingdom, Canada or any country in the European Union, other than:

- you;
- the Life Insured;
- a member of the Life Insured's family or your immediate family; or
- a business partner or associate of you or of the Life Insured.

Any medical practitioner in a country not mentioned above is subject to Westpac Life's approval.

Salary means regular remuneration (including wages), and excludes extra income such as bonuses or over-time payments.

Schedule means the latest schedule we issue that forms part of this contract and must be read with this Policy.

Sum Insured means the cover provided by the applicable benefit.

Usual Occupation means either the occupation the Life Insured was engaged in and was disclosed to Westpac Life when you applied for the Policy, or the occupation which the Life Insured was engaged in at the time of the disability.

Westpac Life, we, our or us means Westpac Life-NZ-Limited.

You or Your refers to the Policy Owner(s).

6. Policy Enquiries and Complaints

If at any time you have an enquiry or complaint about your Policy, please contact Westpac Life in writing at PO Box 27031, Wellington or call Westpac Life on **0800 738 641**. Westpac Life is a member of the Banking Ombudsman Dispute Resolution Scheme. If you are not satisfied with the way we resolve the enquiry or complaint, we can let you know how to refer the matter to the Banking Ombudsman.

Westpac Life-NZ-Limited.

Your Policy is underwritten by Westpac Life-NZ-Limited which is a wholly owned subsidiary of Westpac Financial Services Group-NZ-Limited. Westpac Financial Services Group-NZ-Limited is a wholly owned subsidiary of Westpac Banking Corporation ABN 33 007 457 141, incorporated in Australia.

Westpac New Zealand Limited employs salaried employees whose remuneration is influenced in the long term by the arrangement of Westpac Life-NZ-Limited insurance policies.

Westpac New Zealand Limited will receive commission payments as a result of the arrangement of Westpac Life-NZ-Limited policies. Neither Westpac Banking Corporation, Westpac New Zealand Limited, nor any other member of the Westpac Group guarantees the obligations of Westpac Life-NZ-Limited.

SAMPLE

Westpac Life

318 Lambton Quay

PO Box 27031, Wellington

Telephone **0800 738 641** or **+64 3 372 4855**

Facsimile **04 498 1073**