

Gold Disability Income Cover Policy.

This is your Gold Disability Income Cover Policy. It is an important document and should be kept in a safe place. Please take the time to read this document.

Effective from 1 March 2022.

Contents.

1. Benefits	2
1.1 Total Disability benefit	2
1.2 Partial Disability benefit	2
1.3 Recurrent Disability benefit	2
1.4 Waiver of Premium benefit	2
1.5 Hospitalisation or Bed Confinement benefit	2
1.6 Inflation Adjustment benefit	2
1.7 Rehabilitation benefit	3
1.8 Vocational Retraining benefit	3
1.9 Policy Suspension benefit	3
1.10 Redundancy Premium Waiver benefit	3
1.11 Overseas Cover benefit	3
1.12 Overseas Relocation benefit	3
1.13 Family Member Accommodation benefit	3
2. Terms and conditions	3
2.1 Premiums	3
2.2 Payment of Premiums	4
2.3 Good faith	4
2.4 Taxation	4
2.5 Payment of claims	4
2.6 Termination	4
2.7 Travel or residence outside New Zealand	4
2.8 Concurrent Disability	4
2.9 Cessation of Earned Income	4
2.10 Transfer of ownership	5
2.11 Surrender value	5
2.12 Applicable law	5
2.13 Exclusions	5
2.14 Error	5
2.15 Notices	5
3. Definitions	5
4. Policy enquiries and complaints	6

Gold Disability Income Cover Policy.

This is your Gold Disability Income Cover Policy.

Thank you for choosing Gold Disability Income Cover. The Policy includes the Schedule which shows the insurance cover and Premium payable. Whenever the details in the Schedule change a new Schedule will be issued.

Please read this Policy carefully and keep it in a safe place. If it does not fully meet your needs you may return it to us within 30 days and receive a refund of any Premium paid.

This Policy is issued in response to the application and declaration made to Fidelity Insurance Limited ('Fidelity Insurance', 'we', 'our', 'us') by the proposer(s) named in the Schedule as Policy Owner(s) and the Person Insured. The application and declaration, together with any personal statements, form the basis of the contract between us and the registered Policy Owner ('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.

As all Premiums are required to meet the cost of insurance cover, the Policy has no cash or surrender value.

The purpose of Gold Disability Income Cover is to pay to you a Monthly Benefit to help replace lost income if the Person Insured is Disabled due to an Illness or Injury. This Policy, including the Schedule, is a contract of insurance and details the features provided by Gold Disability Income Cover and the applicable terms and conditions. Refer to section 3 for definitions of certain words used in this Policy.

All statements made to Fidelity Insurance must be truthful and all material information must be disclosed. Failure to do this may void this Policy or invalidate a future claim.

Note: Comments made in italics in this document are intended for guidance only and do not form part of the Policy.

SAMPLE

1. Benefits.

1.1 Total Disability Benefit

A Total Disability Benefit is payable subject to the terms and conditions of this Policy when:

- in our opinion, after considering the advice of a Registered Medical Practitioner approved by Fidelity Insurance, the Person Insured is Totally Disabled beyond the Waiting Period; and
- solely as a result of the Disability the Person Insured has lost his or her ability to generate Monthly Earnings; and
- he or she is not working in any other occupation; and
- he or she is not studying in a capacity that prevents them from returning to Gainful Employment.

The Total Disability Benefit will be payable from the end of the Waiting Period until the earliest of the following:

- the Person Insured is no longer Totally Disabled
- the Benefit Period ends
- the Policy Expiry Date
- the death of the Person Insured.

If the Person Insured becomes Totally Disabled, you will need to produce proof to our satisfaction of the Person Insured's Pre-disability Income when you lodge a claim. You will also need to provide appropriate information concerning Other Benefits payments, including Post Disability Income, for the benefit to be correctly calculated.

The benefit payable will be the lower of:

- the Monthly Benefit shown in the Schedule; or
- the Maximum Percentage of the Person Insured's Pre-disability Income, less any Other Benefits.

Total Disability Benefit payments will be reduced if you or the Person Insured are entitled to claim any Other Benefits (as defined in Section 3) and the total of these and the benefits otherwise provided by this Policy will be greater than the Maximum Percentage of Pre-disability Income.

When benefits are likely to be reduced because you are eligible to claim from another insurer, Fidelity Insurance will negotiate payments with the other insurer. Unearned Income the Person Insured earns during periods of Total Disability will not be offset against your benefit payment.

1.2 Partial Disability Benefit

A Partial Disability Benefit is payable subject to the terms and conditions of this Policy when:

- the Person Insured has been Totally Disabled for at least 14 days from the time Medical Attention was first received (in respect of the Injury or Illness giving rise to the Total Disability); and
- he or she is Partially Disabled after the Waiting Period; and
- he or she is unable to earn more than 75% of his or her Pre-disability Income.

The Partial Disability Benefit will be payable until the earliest of the following:

- the Person Insured is no longer Partially Disabled
- the Benefit Period ends
- the Policy Expiry Date
- the death of the Person Insured.

The Partial Disability Benefit is a proportion (based on the reduction in Earned Income after allowing for Other Benefits including Post Disability Income) of the benefit payable for a Total Disability. It is calculated as follows:

$$\frac{(\text{Pre-disability Income} - \text{Other Benefits})}{\text{Pre-disability Income}} \times \text{Total Disability Benefit}$$

For example, if the Person Insured's Earned Income has dropped by 55% then 55% of the Total Disability Benefit will be paid. This percentage will be reviewed from time to time (at our discretion) while the benefit is being

paid. When benefits are likely to be reduced because you are eligible to claim from another insurer, Fidelity Insurance will negotiate payments with the other insurer.

Unearned Income the Person Insured earns during periods of Partial Disability will not be offset against your benefit payment.

1.3 Recurrent Disability Benefit

A subsequent period of Disability may be regarded by Fidelity Insurance to be a continuation of an earlier claim if, in our opinion, the two disabilities arise from the same or related cause. If the second Disability occurs within six months of the previous period of Disability no additional Waiting Period will apply for the subsequent Disability. Successive periods of Disability will be aggregated for the purposes of establishing the maximum Benefit Period.

For example: if the Person Insured claims for a heart attack (or any other Disability) and the same Disability reoccurs within six months, after being able to return to work, all periods on claim for this Disability are added together. Therefore, if the Benefit Period is not to age 65 the total claim period will be limited to the maximum Benefit Period (1 year, 3 years or 10 years).

1.4 Waiver of Premium Benefit

Premiums will be waived for any period of Disability during which a benefit is being paid under this Policy.

1.5 Hospitalisation or Bed Confinement benefit

A Hospitalisation or Bed Confinement benefit will be paid when, during the Waiting Period, the Person Insured is:

- admitted and confined to hospital or confined to bed; and
- out of necessity has been under the continuous care of a Registered Medical Practitioner or suitably qualified nurse for at least 72 consecutive hours.

For each day during the Waiting Period the Person Insured is confined to hospital or to bed with nursing care beyond the second day, the Hospitalisation or Bed Confinement benefit will pay one thirtieth (1/30) of the lesser of:

- the monthly amount of the Person Insured's Pre-disability Income; or
- the Monthly Benefit.

Hospitalisation or Bed Confinement claim payments will cease when the Waiting Period ends. The maximum benefit payable will be limited to the total Waiting Period.

1.6 Inflation Adjustment benefit

When the Person Insured is Disabled and the Policy Owner is in receipt of a benefit under this Policy on a Policy review date, we will increase the Monthly Benefit being paid by the lesser of:

- a percentage based on the most recent announced annual change in the consumer price (all groups) index; or
- 7%.

On each Policy review date, at which a benefit is not being paid under this Policy, your Policy can receive an Inflation Adjustment increase to the Monthly Benefit. Prior to each Policy review date we will advise you in writing of the effect on your cover and Premium of the Scheduled increase to reflect inflation. Please notify us in writing before the Policy review date if you wish to decline the proposed increase. If we have not been notified by the Policy review date that you wish to decline the increase, the cover will be automatically increased by the greater of:

- a percentage based on the last known upwards movement in the consumer price (all groups) index (but not exceeding 15%); or
- 3%.

If you decline the adjustment three years in a row, future adjustments will no longer be available. However, if this has happened an automatic adjustment will still occur on each Policy review date while a Disability benefit is being paid.

Please ensure your benefit (for this Policy and any other policies) does not exceed the Maximum Percentage of the Person Insured's Pre-disability Income. If a proposed Inflation Adjustment will cause your benefit to exceed that level, you should decline the increase to avoid being over-insured.

1.7 Rehabilitation benefit

A rehabilitation benefit can be paid at our discretion (subject to our prior written approval) if the Person Insured:

- is Totally Disabled or Partially Disabled; and
- incurs expenses due to his or her Disability so that he or she can attempt to work in any Gainful Employment; and
- we have given prior written approval to the expenses.

To be considered for a rehabilitation benefit, you must:

- work with us and/or other health providers to create an individual treatment and/or rehabilitation programme with the aim of assisting a return to Gainful Employment at the earliest possible time; and
- be committed and adhere to the programme to the best of your ability.

If you refuse or fail to comply with medical treatment and/or a rehabilitation programme, we may end or restrict payment of your benefit under this Policy. Expenses covered by the rehabilitation benefit will be determined by us and may include the invoiced cost of a rehabilitation programme, the provision of a wheelchair, prosthetic devices and modifications to a house and car. This benefit will be paid in addition to the Total Disability or Partial Disability Benefit.

The total amount of the rehabilitation benefit is the lesser of:

- the invoiced amount of the expenses; or
- a sum equal to six times the Monthly Benefit.

This will be reduced by any amounts you have a right to claim from any other person, company or organisation for those expenses. To claim reimbursement of expenses under this benefit you must provide to us written evidence of expenses and they must be acceptable to us.

1.8 Vocational Retraining benefit

A Vocational Retraining benefit can be paid, at our discretion (subject to our prior written approval), if the Person Insured:

- is Totally Disabled or Partially Disabled; and
- incurs expenses due to the Disability so that he or she can undertake a Vocational Retraining programme approved by Fidelity Insurance; and
- we have given prior written approval to the expenses.

The Vocational Retraining benefit will be paid in addition to the Total Disability or Partial Disability Benefit. The amount of the benefit is the lesser of:

- the invoiced amount of the expenses; or
- a sum equal to 12 times the Monthly Benefit.

This will be reduced by any amounts you can claim from any other person, company or organisation for those expenses. To claim reimbursement of expenses under this benefit you must provide to us written evidence of those expenses and they must be acceptable to us.

1.9 Policy Suspension benefit

When the Person Insured takes a period of leave without pay from his or her occupation, cover and Premiums can be suspended for up to 12 months. The Policy will not cover any Disability that occurs during the period of suspension or any ongoing or subsequent Disability arising from any Disability that occurs while the Policy is suspended.

Alternatively the Policy Owner can choose to continue to pay Premiums and remain covered in accordance with the terms and conditions of this Policy.

1.10 Redundancy Premium Waiver benefit

If the Person Insured is an employee and becomes unemployed due to involuntary redundancy, the daily proportion of any Premiums due can be waived if:

- the Person Insured has registered with the New Zealand Employment Service; and
- the redundancy did not occur within six months of the Policy Commencement Date or date of reinstatement of the Policy; and
- Fidelity Insurance has been provided with satisfactory proof of

the involuntary redundancy along with appropriate evidence of registration with the New Zealand Employment Service.

The Redundancy Premium Waiver benefit starts from the first day of unemployment, is applied monthly in arrears and ceases on the earlier of:

- when the Person Insured is no longer unemployed; or
- when a total of six month's Premium has been waived by this benefit over the life of the Policy.

The Policy will be cancelled if the Premium payments are not recommenced.

This benefit will not apply if the Person Insured is self-employed or if you, or the Person Insured, have arranged for the redundancy to occur.

1.11 Overseas Cover benefit

Cover is provided 24 hours a day anywhere in the world. However, Medical Attention must be provided by a medical professional who is suitably qualified and who is acceptable to Fidelity Insurance.

1.12 Overseas Relocation benefit

If the Person Insured is overseas and becomes Totally Disabled and the Person Insured is eligible to receive payments from us under this Policy, Fidelity Insurance will reimburse reasonable expenses (as determined by us), for the Person Insured to return to either their usual home address in New Zealand or to a medical facility in New Zealand. The Person Insured must advise Fidelity Insurance in advance of their return journey to New Zealand. All flights taken must be on an economy airfare via the most direct route to New Zealand. All travel taken under the Overseas Relocation benefit must commence as soon as the Person Insured is medically capable of travelling.

Payment will be made after appropriate evidence is received and up to a maximum amount of \$10,000 New Zealand dollars can be claimed under the Overseas Relocation benefit over the life of the Policy.

The benefit will not apply:

- if the Person Insured does not currently reside permanently in New Zealand; or
- if the Person Insured's travel overseas prior to becoming Totally Disabled was taken against the advice of a Registered Medical Practitioner; or
- for expenses covered by any other form of insurance Policy e.g. travel insurance.

1.13 Family Member Accommodation benefit

If the Person Insured is Totally Disabled for a period beyond the Waiting Period and on the advice of a Registered Medical Practitioner, he or she is confined for treatment more than 50 kilometres from his or her usual place of residence, Fidelity Insurance will reimburse actual accommodation costs directly incurred by an immediate family member accommodated near where the Person Insured is confined for treatment up to a maximum of \$150 for each night that one member of the Person Insured's immediate family is required to stay away from his or her usual place of residence to be near the Person Insured.

This benefit will be paid for a maximum of 30 days in any 12 month period, less any amounts that are reimbursed from elsewhere.

2. Terms and conditions.

2.1 Premiums

Premiums are reviewed by us each year and generally increase with age. Each year, effective from the Policy review date, we will revise the Premium in line with the Person Insured's age and the level and type of benefits applying. We will write to 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 we can re-rate any occupation to a different Occupation Class. As part of this process no individual Policy can be singled out and treated less favourably than other Gold Disability Income Cover policies covering people with the

same characteristics as the Person Insured. We will give you at least 21 days notice of any changes to your Premium.

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

2.2 Payment of Premiums

You must pay us each Premium within one month of the Premium due date. If the Premium payment is not paid within one 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 us on **0800 738 641**. Reinstatement of your Policy is subject to our agreement and such evidence of the Person Insured's good health as we may require.

2.3 Good faith

We rely on the truth of statements made by you and the Person 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 was granted or reinstated) contains any materially incorrect information or if you or the Person Insured fail to disclose any material information.

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

2.4 Taxation

In the event that the tax treatment relating to this Policy changes, we reserve the right to alter the Policy accordingly.

If for any reason benefit payments are not taxable, the Maximum Percentage payable will be reduced by the amount of tax that would have been paid if the benefit was taxable in the hands of the Policy Owner.

Generally the tax treatment of benefits calculated directly from Pre-disability Income and lost Monthly Earnings is that benefit payments will be taxable as income and Premiums paid for these benefits will be deductible for income tax purposes. This is based on our current understanding of the tax treatment as at March 2015.

The Premium paid for this Policy, and any benefit payable include Goods and Services Tax (GST) if any.

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

2.5 Payment of claims

We will pay you the relevant benefit if the Person Insured suffers one of the events covered by this Policy. 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 occurred to the Person Insured
- the age of the Person Insured
- the identity of the Policy Owner(s)
- the Pre-disability Income of the Person Insured
- details of income from other sources and of Other Benefits.

Claims must be advised to us within 60 days of the occurrence of the event. No payment will be made under this Policy in respect of any period greater than 30 days prior to our receipt of a fully authorised claim form signed by you and a Registered Medical Practitioner containing full particulars of any illness and/or Injury. Throughout the duration of your claim, you and your Registered Medical Practitioner will be required to complete additional monthly claim continuation forms so we can be kept fully informed about your condition. All certificates and evidence shall be provided to us at the Policy Owner's expense unless otherwise agreed by us.

Fidelity Insurance may also require the following at any time:

- You to meet with us and/or our representatives to discuss the circumstances surrounding your claim;
- An accountant of our choice to verify income and/or expenses prior to and during your disablement. This may involve a financial audit.

During a period of Disability the benefits will accrue from the end of the Waiting Period and will become payable monthly in arrears one month from that date (with a pro rata benefit being paid on cessation of Disability). Before we consider paying a claim under this Policy when there may be cover provided by the Accident Compensation Corporation (ACC) or from another insurer, the Person Insured must take all reasonable steps to pursue a claim with the ACC or the other insurer.

The Person Insured must cooperate fully with Fidelity Insurance if any additional test or examination (at Fidelity Insurance's expense) is requested by us, otherwise a claim may not be payable.

We will always require proof of income (including any income from any business, partnership, trust, company or other entity of which you have control or in which you have a material interest) to determine any benefit payable. Proof of income we require may include:

- pay slips or a letter from your employer confirming your income; and
- business and personal tax returns and assessment notices; and
- full financial accounts; and
- other income.

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

2.6 Termination

We guarantee the Policy Owner(s) the right to renew the Policy on each Policy review date prior to termination subject to the terms and conditions of the Policy. The Policy will terminate on the earliest of:

- the Policy Expiry Date; or
- the death of the Person Insured; or
- the date the Person Insured permanently retires from full-time Gainful Employment except as a result of Disability; or
- the date the Policy Owner(s) ceases to have insurable interest in relation to the health of the Person Insured; or
- the Policy becoming void pursuant to our contractual rights or otherwise; or
- the Policy being cancelled due to non-payment of Premium under clause 2.2.

In the event of termination, no Premiums will be refunded to the Policy Owner(s) unless Premiums are paid annually or unless otherwise agreed by us. Where Premiums are paid on an annual basis, a pro rata refund will be made of the Premium that relates to the remaining unused cover.

2.7 Travel or residence outside New Zealand

A Policy Owner who is otherwise entitled to receive benefits under this Policy shall continue to be entitled if the Person Insured or Policy Owner travels or resides anywhere in the world. However, during any period of Disability:

- Medical Attention must be provided for the Person Insured by a medical professional who is suitably qualified; and
- who is acceptable to Fidelity Insurance; and
- all tests requested by Fidelity Insurance must be completed in a timely manner.

2.8 Concurrent Disability

If a Total Disability or a Partial Disability is caused by more than one Injury or Illness, benefits will be paid by us for only one Injury or Illness at any one time.

2.9 Cessation of Earned Income

Whilst Premiums continue to be paid, cover under this Policy will continue for a period of 12 months following the date the Person Insured's Earned

Income ceases. After this period benefit payments will be limited to the lesser of:

- the Monthly Benefit; or
- \$1200 per month.

The cover provided by this Policy will be reinstated when the Person Insured returns to full time Gainful Employment.

A suspension of Premiums can be provided under clause 1.9 of this Policy, or a Redundancy Premium Waiver benefit may be applicable under clause 1.10.

2.10 Transfer of ownership

The Policy Owner(s) may only assign the Policy to another person, persons, company or other party subject to approval in writing by Fidelity Insurance.

2.11 Surrender value

This Policy does not have a surrender value.

2.12 Applicable law

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

2.13 Exclusions

If you or the Person Insured make any fraudulent or dishonest claim or deliberately provide incorrect information to support a claim Fidelity Insurance may void the Policy or decline to pay a benefit at our discretion.

A claim will not be paid if the Disability is caused or contributed to by:

- the taking of any drugs except legal drugs at the prescribed level and where legally required under the supervision of a Registered Medical Practitioner who has prescribed the usage of such drugs; or
- deliberate self-inflicted Injury, any attempt at suicide, or engaging in conduct which constitutes a criminal offence; or
- service in the armed forces of any country or organisation; or
- any other exclusion specified in the Schedule.

Fidelity Insurance, at its discretion, may decline to pay benefits if the Person Insured does not undergo such treatment as is recommended by a Registered Medical Practitioner. Pregnancy, child birth and abortion are not disabilities and no benefit will be paid in respect of absence from work due to such circumstances.

2.14 Error

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

2.15 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 electronic means (to the 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 Fidelity Insurance of any change of your personal details (including your name, address, telephone or mobile 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 Fidelity Insurance. To do this, contact Fidelity Insurance 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.

3. Definitions.

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

Benefit Period means the maximum period, specified in the Schedule, for the payment of any one claim.

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

Disability or Disabled means “Total Disability”, “Totally Disabled”, “Partial Disability” or “Partially Disabled”.

Earned Income is income generated from Gainful Employment that the Person Insured will no longer continue to receive if he or she ceases working and includes income items like salary, wages, direct commissions or net profit.

Expiry Date means the date when cover, benefits and Premiums will cease unless the Policy has been previously cancelled. This date is shown in the Schedule.

Fidelity Insurance, we, our, us means Fidelity Insurance Limited.

Gainful Employment means working to generate income through personal efforts by using the Person Insured’s time and skills.

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.

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.

Maximum Percentage means the Maximum Percentage, as a percentage of Pre-disability Income you have chosen to have covered. For all policies this is shown in the Schedule and is subject to a maximum of 75% of Pre-disability Income.

Medical Attention means receiving and following proper medical advice from a qualified Registered Medical Practitioner (as defined).

Monthly Benefit means the amount shown in the Schedule. This is the maximum monthly amount the Policy Owner can receive each month from this Gold Disability Income Cover Policy if the Person Insured suffers a Total Disability. The actual Monthly Benefit payable is subject to limitation by the Maximum Percentage of Pre-disability Income covered and will be reduced by any Other Benefits including Post Disability Income.

Monthly Earnings means the monthly Earned Income, being either Pre-disability Income or Post Disability Income, earned from Gainful Employment.

Occupation Class means the risk classification by us of the Person Insured based on the commitment, duties and physical risk of his or her Usual occupation. This risk classification is shown in the Policy Schedule.

Other Benefits means the amount of Post Disability Income and income related benefits the Person Insured or Policy Owner earns or is entitled to in relation to the Disability. This includes sick leave, regular benefit payments from an employer, accident compensation insurers or any other insurance company. If the Person Insured forfeits entitlement to Other Benefits in any way, or commutes them to a lump sum, Fidelity Insurance will continue to recognise eligibility for these Other Benefits.

Partial Disability or Partially Disabled means, the Person Insured:

- has been Totally Disabled for at least 14 days; and
- is under the care and following the advice of a Registered Medical Practitioner; and
- has, as a direct result of the continuing Disability, become incapable of engaging in Gainful Employment for more than 30 hours per week; and
- either:
 - > for class 1 and 2 occupations immediately after ceasing to be Totally Disabled, the Person Insured engages in Gainful Employment (or is capable in engaging in Gainful Employment) at a level of Post Disability Income that is less than 75% of his or her Pre-disability Income; or

- > for class 3 and 4 occupations:
 - a. immediately after ceasing to be Totally Disabled, and within the 36 months immediately following the commencement of the claim, the Person Insured engages in Gainful Employment (or is capable of engaging in Gainful Employment) at a level of Post Disability Income that is less than 75% of his or her Pre-disability Income; or
 - b. beyond 36 months from the commencement of the claim and after ceasing to be Totally Disabled the Person Insured is not capable of generating 75% or more of his or her Pre-disability Income from Gainful Employment in any occupation for which, in our opinion, he or she is reasonably suited by education, training, or experience as a result of the same Illness or Injury.

Person Insured means the person whose ability to generate Monthly Earnings is insured against Disability. The name of the Person Insured is stated in the Schedule.

Policy means this contract of Disability insurance, and the Schedule, which has been issued on the basis of the application and any other information provided by the Person Insured and Policy Owner(s).

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

Policy review date means the date shown in the Schedule from which the Monthly Benefit, and Premium for the following year are valid. Notification of the new Monthly Benefit and Premium will be sent to you, or the person paying Premiums, on or about each Policy review date.

Post Disability Income means the Monthly Earnings of the Person Insured after becoming Totally Disabled.

Pre-disability Income means the average monthly pre-tax Earned Income that the Person Insured earned in any consecutive 12 months during the 36 months immediately prior to the Illness or Injury which caused the Person Insured's Disability.

If the Person Insured is an employee, this includes both the Person Insured's pre-tax earnings and fringe benefits. If the Person Insured is self employed, Pre-disability Income is the Person Insured's pre-tax earnings (after deduction of any business expenses actually incurred in generating the Earned Income Monthly Earnings) in any consecutive 12 months during the 36 months immediately prior to the Illness or Injury.

If the Person Insured is working as a homemaker (doing full time domestic duties), his or her Pre-disability Income will be deemed to be the actual costs of hiring home help as a result of the Disability.

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

Registered Medical Practitioner means a person acceptable to us 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 Person Insured;
- a member of the Person Insured's family or your immediate family; or
- the Person Insured's or your business partner or associate.

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

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

Total Disability or Totally Disabled means:

- for class 1 and 2 occupations, a Disability caused solely by Injury or Illness that has resulted in the Person Insured requiring and receiving Medical Attention and due to the Disability the Person Insured is unable to work in his or her Usual occupation for more than 10 hours per week and is not working in any other Gainful Employment.
- for class 3 and 4 occupations, Total Disability or Totally Disabled means a Disability caused solely by Injury or Illness that has resulted in the Person Insured requiring and receiving Medical Attention and:
 - > during the Waiting Period and during the immediate next 36 months the Person Insured is due to the Disability unable to work in his or her Usual occupation for more than 10 hours per week and the Person Insured is not working in any other Gainful Employment; or
 - > during the period after the 36 month period described above the Person Insured is due to the Disability unable to work for more than 10 hours per week in any occupation for which, in our opinion he or she is reasonably suited by education or training or experience, and the Person Insured is not working in any other Gainful Employment.

Unearned Income is income that the Person Insured will continue to receive whether or not he or she is working, and includes but is not limited to investment earnings, rental income, asset commission and service commission.

Usual occupation means the occupation the Person Insured was engaged in and was disclosed to Fidelity Insurance when you applied for this Policy, or at our option, the occupation in which the Person Insured was engaged at the time of the Disability.

Waiting Period means the number of days specified in the Schedule after Medical Attention for a Disability is first received by the Person Insured before the Policy Owner becomes eligible to claim a Total Disability Benefit under this Policy.

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

4. Policy enquiries and complaints.

If at any time you have an enquiry about your Policy, please email Fidelity Insurance at westpac.insurancehelp@fidelitylife.co.nz or call Fidelity Insurance on **0800 738 641**.

If you have any concerns, please contact us using the complaints process outlined on our website (fidelitylife.co.nz/westpac). We're keen to work with you to put things right. However, if you are not satisfied with the outcome, we can issue a letter of deadlock. You can then refer your complaint to the Insurance & Financial Services Ombudsman Scheme (IFSO), a free and independent service that can help resolve your concerns with us.

Fidelity Insurance Limited.

Westpac life insurance products are arranged by Westpac New Zealand Limited ("Westpac") and underwritten by Fidelity Insurance Limited ("Fidelity Insurance"). None of Westpac Banking Corporation ABN 33 007 457 141 (incorporated in Australia), Westpac, or any member of the Westpac group of companies guarantee the obligations of, or any products issued by, Fidelity Insurance or any member of the Fidelity group of companies.

Westpac will receive commission payments as a result of the arrangement of Fidelity Insurance policies.

Your policy is referable to the Fidelity Insurance Statutory Fund Number 1.