Resolution Life Workplace Protection Plan

Workplace Income Protection Policy Document

Resolution Life Australasia Limited ABN 84 079 300 379





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Schedule of Benefits

BOX 1		
Insurer	Resolution Life Australasia Limited	

BOX 2	
Policy Number	GIC 53310N
Statutory Fund	Resolution Life No 1. Statutory Fund

BOX 3		
Date policy began	1 December 2009	

BOX 4		
Policy Owner	Fonterra Welfare Fund	

BOX 5	
Minimum number of persons insured	10

BOX 6		
Category Descriptions		
Category A(i)	Members of AXA Group Income Continuance Plan GIC 52503N transferring as at 1 December 2009	
Category A(ii)	Fonterra employees commencing employment on an Individual Employment Agreement (IEA) from 1 December 2009	
Category A(iii)	Fonterra employees who move from a Collective Employment Agreement (CEA) to Individual Employment Agreement (IEA)	
Category B	Fonterra employees on an Individual Employment Agreement (IEA) not currently covered under existing AXA Group Income Continuance Plan GIC 52503N but electing to join between 1st November 2009 and 30 th November 2009 (category closed from 1 December 2009)	
Category C	Fonterra employees on an Individual Employment Agreement (IEA) not currently covered under the existing AXA Group Income Continuance Plan GIC 52503N and are not eligible to join under categories A or B but electing to join after 1 December 2009.	



Notes:

- Fonterra Welfare Fund includes Fonterra subsidiary companies and companies for which they have, or had management control and joint ventures, as now or hereafter constitute, formed or acquired. And additionally, Livestock Improvement Company (LIC).
- 2. There must be a minimum of 5 members in each category, unless agreed in writing by Resolution Life

BOX	7
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BOX	
Eligibility Terms	
Category A(i)	Members electing to transfer on 1 December 2009
Category A(ii)	Members making application for cover within 90 days of commencement of service.
Category A(iii)	Members who move from a Collective Employment Agreement (CEA) to a Individual Employment Agreement (IEA) and who have withdrawn from the Dairy Industry Superannuation Scheme (51715N) and transferred their insurance coverage to the Fonterra Welfare Fund.
Category B	Members electing to take up cover between 1st November 2009 and 30 th November 2009 (category closed from 1 December 2009)
Category C	Members electing to take up cover after 1st December 2009

BOX 8

Insured benefit and maximum benefit	Base benefit	Additional benefit for employer superannuation contributions
Category A, B & C	55% of salary	N/A

Notes:

1. 55% of Salary up to a maximum Income Benefit of \$300,000 pa. The maximum monthly benefit is \$25,000

BOX 9

Expiry age

All categories Age 70 (members over age 65 as at 1 November 2013 are not eligible)

BOX 10

Waiting period

Category A 13 weeks



BOX 11

Benefit period

Category A To age 70 (members over age 65 as at 1 November 2013 are not eligible)

BOX 12

Escalation Benefit (%)

Category A Lesser of CPI or 5%

BOX 13

Benefit Calculation

Date:

Previous annual review date

BOX 14

Benefit to cease on

Total and Permanent

Disablement?

No

BOX 15

Automatic acceptance limit

Category A(i) \$108,000 (If members transfer on or before 1 December 2009)

Category A(ii) \$132,000 (if offer taken within 90 days of commencement of Service)

(raised from \$108,000 effective 1 November 2016)

Category A(iii) \$108,000 (for members who meet the eligibility criteria as per Box 7 and

apply within 90 days of first becoming eligible).

Category B N/A (category closed from 1 December 2009)

Category C Nil - see Rider 2 (Box 25) for an exception

Notes:

See the Workplace Protection Adviser Guide for further details of medical evidence requirements otherwise applicable.



BOX 16

Definition of "Totally Disabled" applicable to this policy

All categories Own Occupation

BOX 17

Renewal date: 1 November each year

BOX 18

Profit share basis: Nil

BOX 19

Minimum premium: \$5,000 per annum

BOX 20

Premium due date: Commencement Date of Policy and each subsequent year

BOX 21

Premium rate

All Categories Tables of Rates attached to this Schedule

Notes:

1. A 5% loading will apply to premiums paid other than annually.

2. Includes Goods and Services Tax (GST) on the premium you pay us.

BOX 22

Premium guarantee

date:

3 Years from 1 November 2022 to 1 November 2025



BOX 23

Maximum Interim Insurance (monthly

\$10,000 per month

benefit):

BOX 24

Continuation Option:

Yes

BOX 25

Rider(s) attached to this policy:

Rider 1 Applicable to Category B

No benefit will be paid resulting from a pre-existing condition for the first 12 months from commencement of cover.

Pre-existing condition is any health condition or symptoms, of which you were aware, or for which you had sought medical treatment or advice. This includes any health condition/s, which had not necessarily been diagnosed, but of which you had symptoms

Rider 2 Applicable to Category C

Members electing to take up cover between 1st November 2013 and 30th November 2013 (offer closed from 1 December 2013)

- AAL for this 30 day window is \$72,000
- Claims will not be paid in the first 18 months in respect of claims relating to preexisting conditions or in the first 13 months for claims relating to suicide or self-inflicted injuries.
- PEC defined as: "Any mental or physical health condition or symptoms, of which you (the applicant) were aware, or for which you had sought medical treatment or advice. This includes any health condition/s, which had not necessarily been diagnosed, but of which you had symptoms".
- Window to exclude those employees who have previously been members of the Fund or who have been underwritten (i.e. completed and submitted a personal statement).

Rider 3: Category Description update

Category Description (Box 6) updated to document employee eligibility clearly. Documenting that Fonterra Welfare Fund includes subsidiary companies owned or part owned by Fonterra and on separate company LIC.



Commencement date of rider:

Rider 1 1 December 2009

Rider 2 1 November 2013

Rider 3 3 April 2023

Including any other rider(s) we issue you from time to time



Part A

Important information about this Policy

	1. What is the Policy and who owns it?
the Contract	This Policy document, the Application, the individual applications, the Schedule and any riders attached to it (shown in box 25), make up your Workplace Income Protection Policy, issued by the <i>Insurer</i> .
	Some words or expressions in the Policy have a particular meaning, which are explained in Part L . These words or expressions are shown in bold <i>italics</i> and/or are capitalised. The words in the column on the left-hand side of the page are for convenience, and do not form part of the contract. However, the words shown as "Notes" in the Schedule do form part of the contract.
Insurer	This Policy is issued by the <i>Insurer</i> , which is the entity described in box 1 , and is referred to as "we", "us" or like words.
policy number	The number of the Policy and the statutory fund it is issued from, are shown in box 2 .
commencement date	The date this Policy began is shown in box 3 .
the policy owner	We have issued this Policy to the Policy Owner, which is the entity named in box 4 , and is also referred to as "you". We pay all <i>Benefits</i> under this Policy to you, unless we agree otherwise in writing.
contractual privity – exclusion	This Policy shall not and is not intended to confer any Benefit on or create any obligation enforceable at the suit of any person not a party to this Policy including without limitation any person insured.
jurisdiction	This Policy, including the Schedule and any other document forming part of this Policy shall be governed by and interpreted in accordance with New Zealand law and the <i>Insurer</i> will abide by the decision of the High Court of New Zealand.
	2. What insurance do we provide?
a 'Workplace' policy	This Policy is a Workplace Policy because we provide insurance cover for more than one person. We refer to each such person as a "person insured". Also, an "eligible person" means a proposed person who complies with the eligibility terms (see clause 3).
24 hour cover overseas	Subject to the terms of the Policy, we will provide insurance cover for a person insured 24 hours a day anywhere in the world. However, you must tell us if a person insured intends to work outside New Zealand, before he or she leaves New Zealand, and we may impose conditions (see clause 30).
total disablement	Under this Policy, we will pay you a monthly <i>Benefit</i> (see clause 6) if a



person insured suffers Total Disablement through Injury or Sickness (see clause 12). We may also pay you for other reasons. These are explained in Part E of the Policy. There are some circumstances in which we won't pay you the **Benefit**. These are set out in Part F. waiting period In most cases, there is a Waiting Period before we begin paying the *Benefit* (see box 10). However, sometimes we can pay you before the Waiting Period ends (see clause 12). premiums for The premium you pay is used to provide this insurance. No premium insurance refunds are payable to you on termination unless the termination date is prior to the renewal date and premiums have been paid in advance of the termination date.



Part B

The persons insured – Eligibility and Acceptance

3. Who can become a person insured?

eligibility for cover

Any person who:

- meets the eligibility terms shown in box 7;
- is permanently employed to work 15 hours per week or more;
- is aged 15 years or more, but less than the expiry age appropriate for his or her category shown in box 9; and
- is employed and working in New Zealand, unless we agree otherwise in writing:

can be nominated by you for insurance cover under this Policy. We will agree (in writing) with you the way in which you can nominate eligible persons for insurance cover under this Policy. When we agree, a person moves from eligible to insured.

membership categories

There may be different categories of persons insured under this Policy. If there are, the different categories are described in **box 6**, and any eligibility terms applying to each category are set out in **box 7**. A person who meets the eligibility terms applying to a category, if any, and who is nominated by you for that category, may become a person insured in that category.

features may vary by category

If there is more than one category under this Policy, the terms of cover and maximum levels of cover may vary depending on the particular category. Where this is the case, it is noted in the Policy and/or the Schedule. Therefore, in determining the terms and level of cover relating to a person insured in a particular category, you will need to have regard to any category variations noted in the Policy and refer to the relevant box in the Schedule.

4. When is an eligible person accepted as a person insured?

eligibility for an automatic acceptance limit The date at which an eligible person is accepted as a person insured depends on whether or not automatic acceptance applies. "Automatic acceptance" means that we will agree to accept certain eligible persons for cover up to the automatic acceptance limit, without the need for medical or other evidence. These terms of automatic acceptance may vary, depending on the category of person insured, described in **box 6**.

Automatic acceptance applies

Automatic acceptance applies if the automatic acceptance limit for the appropriate category shown in **box 15** is other than nil, and you and the eligible persons comply with the terms on which we offer the automatic acceptance limit to you.

When cover commences

In this case, a person you nominate is accepted as a person insured, without the need for medical or other evidence:



•	when a	person w	ho is A	t Work first	meets the	eliaibility	terms: or
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• at some other time we agree (in writing) with you.

The automatic acceptance limit

automatic acceptance limit ("AAL") If automatic acceptance applies, the automatic acceptance limit as noted in **box 15** may vary depending on the category of person insured.

The automatic acceptance terms

automatic acceptance terms

Automatic acceptance terms for each nominated person are as follows:

- the eligible person nominated for cover must be At Work on the day he or she was first eligible for cover under this Policy;
- the eligible person nominated for cover must be aged between 15 and 64 on the day he or she was first eligible for cover under this Policy;
- there must be at least 10 persons insured covered under this Policy;
- the eligible person must have been nominated for cover under this Policy no earlier than the date the person first became eligible for cover and no later than two months after the date the person first became eligible for cover:
- 75% of all persons eligible for cover must be nominated and have applied to be insured under this Policy;
- persons insured must be employed and working in New Zealand, unless we agree otherwise in writing;
- automatic acceptance, for the same type of *Benefit* must not be provided for nominated persons under any other Workplace Policy;
- any other terms we specify in writing.

Automatic acceptance does not apply to a particular category

automatic acceptance does not apply

Automatic acceptance does not apply to a particular category if the automatic acceptance limit shown in **box 15** is nil, or if you or the eligible person do not comply with the terms on which we offer automatic acceptance to you.

If automatic acceptance does not apply, cover for an eligible person is subject to underwriting terms as described in clause 5.

5. Underwriting terms

underwriting terms

Where the Policy refers to "underwriting terms", it means that we will only agree to provide the *Benefit*, an increase in the *Benefit*, or reinstatement of the *Benefit* for an eligible person, as the case may be, on certain conditions.

When do underwriting terms apply?

when underwriting is required

Underwriting terms apply for a nominated person when:

- a nominated person is not At Work when he or she first meets the eligibility terms;
- the amount of the *Benefit*, be it when cover commences or as a result of an increase, exceeds the automatic acceptance limit shown in **box 15**, underwriting terms apply only to the amount in excess of the automatic acceptance limit;



- the automatic acceptance limit for the person is nil, or if you or the eligible
 person don't comply with the terms on which we offer the automatic
 acceptance limit. In which case, underwriting terms apply to the full
 amount of the *Benefit*, or any increase in the *Benefit*;
- an increase in the amount of the *Benefit* is other than as a result of the agreed formula being applied. In which case, underwriting terms apply to the increase;
- an increase in the amount of the **Benefit** is more than 30% in any 12-month period, in which case underwriting terms apply to the increase unless we agree otherwise in writing; or
- the amount of the *Benefit* for a person insured is reduced to nil for a
 period of time, in which case underwriting terms apply before the amount of
 the *Benefit* can be increased.

What happens if underwriting terms apply?

If underwriting terms apply, we will only agree to provide the **Benefit**, or an increase in the **Benefit**, as the case may be if the following conditions are met:

- you and the person insured (or the eligible person) complete the underwriting forms and provide the information we need for our assessment (we will tell you what information we need); and
- we approve the *Benefit*, or the increase in the *Benefit*, as the case may be.

cover accepted, deferred or limited We will notify you of our decision including any relevant conditions on the cover. If we accept the cover, we will also tell you:

"forward underwriting limit"

- when the cover or the increase to the cover starts; and
- if we have agreed to the automatic acceptance of future *Benefit* increases and the amount of the increase. If we do this, underwriting terms will not apply to those increases up to that higher amount. We call this higher *Benefit* amount the "forward underwriting limit".



Part C

The benefit we pay you

6. What is the benefit?

the benefit basis

The **Benefit** is the monthly amount we pay you if the person insured is **Totally Disabled**. It is called the "**Total Disablement Benefit**" and is based on the person insured's monthly **Income** using the formula shown in **box 8**. It may vary in the way set out in clause 8.

The date at which the **Benefit** is calculated is set out in **box 13**.

we may deduct tax

In the event that we are by law required to pay any tax in connection with the **Benefit** payable to you, we will deduct the amount concerned from the **Benefit** and pay it to the proper authority.

The amount we pay for other reasons under the Policy is set out in **Part E**. If there are different categories of persons insured, a different **Benefit** may apply for each category.

We will pay you in New Zealand dollars at the end of each month in which you are entitled to be paid. For part of a month, we pay you 1/30th of the **Benefit** for each day you are entitled to be paid the **Benefit** under the policy.

We will limit the benefit

limit to benefit

We will limit the *Benefit*, including any increases in the *Benefit*, to our maximum *Benefit* limit, shown in **box 8**.

7. Interim insurance cover

provisional accident (interim) cover

If underwriting terms (clause 5) apply to all or part of the **Benefit**, then we will provide cover for the person insured or eligible person, as the case may be, for **Total Disability** caused by **Accidental Injury** which lasts for at least the length of the **Waiting Period** (see **box 10**).

What cover is provided?

The amount of monthly cover provided is the amount of the *Benefit* which is subject to underwriting terms provided the total amount of the *Benefit* is not more than the maximum interim insurance cover shown in **box 23** less any offsets against benefits (see clause 8).

The maximum length of the claim (*Benefit Period*) under this clause for a person insured is two years unless the person insured is also covered under automatic acceptance terms or we have already accepted cover for a *Benefit Period* longer than two years. If so, then only the *Benefit*, which is subject to underwriting terms, is restricted to a *Benefit Period* of two years.

Commencement of interim cover

when provisional accident cover starts

Interim cover starts from the date we receive the application for all, or the relevant part of the *Benefit*, for the person insured.



when provisional accident cover ceases

Length of cover

Interim cover automatically ends as soon as one of the following happens:

- we accept, limit or defer the cover which is subject to underwriting terms;
- you withdraw your application for the eligible person; or
- 60 days pass from the date interim insurance cover for all, or the relevant part, of the **Benefit** commenced.

In all other ways, the conditions of this Policy apply to the interim insurance cover.

8. We may reduce your benefit by other money received

We will reduce the **Total** or **Partial Disablement Benefit** payable for a person insured by any amount which is paid (whether by lump sum, periodic payment or otherwise) – or is required to be paid – under legislation or award in relation to the **Injury** or **Sickness** of the person insured you are claiming for under this Policy.

For example, we will reduce what we pay you by the amount paid under Accident Compensation legislation, or Social Security legislation or any other legislation or award.

We will also reduce the Benefit payable by:

- any amount which is paid under any other income protection policy you
 or the person insured holds with us or any other insurance company;
- any amount which is paid, or payable, as Other Disability Income described under Part L;
- any amount which is paid under common law actions for loss of earnings, past and future;
- any income earned by the person insured while totally or partially
 disabled and any paid sick leave received by the person insured at the
 same time as you are receiving a *Benefit* from us.

We refer to these amounts as offset amounts.

We will only reduce the person insured's **Benefit** in this way if the offset amount, plus the **Benefit** payable to the person insured under this Policy, total more than the insured **Benefit** shown in **box 8**. If this applies, we will reduce the person insured's **Benefit** under this Policy to an amount which, when added to the offset amount, equals the insured **Benefit** shown in **box 8**. However, we won't pay more than the person insured's **Total Disability Benefit**.

If the benefit in **box 8** has been restricted by an underwriting assessment, we will reduce the person insured's **Benefit** under this policy to an amount, when added to the offset amount, equals 75% of salary. However, we won't pay more than the person insured's **Total Disability Benefit**.

If the person insured has a claim under this Policy, the *Benefit* payable for that person may be reduced to nil because of the operation of this clause. In this case, we will be deemed to be paying you a *Benefit*, even though the person insured receives no money. The *Benefit Period* and waiver of premium will continue.



Lump sum payments

If the amount payable under legislation or pursuant to a common law action is paid, or is required to be paid, as a lump sum, we will only reduce what we pay you by the portion of the lump sum, which relates to income.

If the amount relating to income is not readily ascertainable from the lump sum, we will determine the amount of the lump sum relating to income.

Recovery of offset amounts

If you receive any offset amounts or become entitled to receive any offset amounts you must promptly inform us in writing and provide us with full details of the amounts you have received or are entitled to receive. We may then reduce the *Benefit* payable or recover the amount of any *Benefit* overpaid to you, which should have been reduced, by any offset amounts.

We may also require you to sign a written undertaking, on such terms as we require, enabling us to recover any offset amounts.

9. More than one benefit at a time

We will pay only one **Benefit** in respect of a person insured for **Total Disability** at a time. Therefore, if the person insured is **Totally Disabled** because of more than one **Injury** or **Sickness**, or both, we will only pay a **Benefit** for either one **Injury** or one **Sickness**. We will do this, even if the sicknesses or injuries are related. We will decide what **Injury** or **Sickness** we pay the **Benefit** for, based on medical and other evidence.



Part D

Where this policy replaces a Workplace Income Protection policy issued by another insurer – "Transfer"

10. If "transfer" terms are offered

transfer ('take-over') terms **Part D** applies if this Policy is taken out to replace a current Workplace Income Protection Policy providing similar benefits issued by another insurer, and:

- you provide all the information we need about the operation and terms of the previous Policy (including underwriting decisions of the previous insurer unless we agree otherwise);
- we are satisfied with the underwriting standards of the previous insurer; and
- we advise (in writing), before the Policy is issued, that "transfer" terms are offered.

11. Transfer terms

If an eligible person was covered for total disablement income benefits under the previous policy then, the eligible person will also be covered for *Total Disablement* from the date this Policy began (box 3) but four limitations apply:

'At Work' Provisions

- the eligible person must be *At Work* on the day before the Policy began, and this must be confirmed (in writing) by you, and must not have been disabled wholly or in part from working (in our opinion) between the last working day and the start date of the Policy;
- we will apply similar restrictions, limitations and extra premiums in respect of a person insured as those which the previous insurer applied to the equivalent cover (unless we agree otherwise), even if the automatic acceptance limit under this Policy is higher than the automatic acceptance limit under the previous policy;
- 3. if the amount of the *Benefit* for *Total Disablement* under this Policy is higher than the equivalent cover for the person insured under the previous policy, underwriting terms (clause 5) apply to that part of the additional *Benefit* to be provided under this Policy which exceeds the automatic acceptance limit shown in **box 15**; and
- 4. the maximum amount of cover we will provide is the maximum benefit shown in **box 8** in the Schedule where that cover was subject to the previous insurer's underwriting terms, or a monthly **Benefit** of \$10,000 for each person insured if automatic acceptance applied to the cover transferring from the previous insurer.

Transfer terms if an eligible person is not "At Work"

members not 'At Work' If the eligible person was not **At Work** on the day before this Policy began due to an **Injury** or **Sickness**, full **Total Disablement** cover will not commence until the person insured is **At Work**.



The eligible person will be covered for *Accidental Injury* only, until the date he or she returns to all his or her normal full-time duties.

This restriction will no longer apply when the eligible person returns on a full-time basis to the duties he or she performed when last *At Work*, but the other three limitations; 2, 3 and 4 referred to in this clause will still apply.

The return to work by the eligible person must be confirmed (in writing) by you prior to full cover resuming.

An eligible person who was absent from work on the day before this policy began for reasons other than ill health or *Injury*, will be entitled to receive the amount of cover that he or she received under the previous policy provided that:

- he or she was At Work on the day preceding the first date of absence;
- he or she was not in our opinion disabled either wholly or in part, including because of an accident or illness prior to resuming work for the employer.

Limitations 2, 3 and 4 referred to in this clause will still apply.

Future increases in transferred cover

further increases in cover

If the previous insurer had approved future increases in the amount of *Total Disablement* cover for an eligible person under the previous policy, underwriting terms (clause 5) will not apply to increases in the equivalent *Benefits* under this Policy, up to the level approved by the previous insurer. Increases in cover must not exceed 30% in any 12 month period (unless we agree otherwise in writing) and must be the result of the application of the agreed *Benefit Formula* or *Benefit* level, otherwise underwriting terms apply to all of the increase.

This does not apply to the *Benefit* for *Total Disablement* if the person insured was not *At Work* due to *Injury* or *Sickness* on the day before this Policy began or the date of any subsequent increase.



Part E

We will pay

benefit

'Total Disablement'

12. If a person insured is Totally Disabled – and can't work

If a person insured is **Totally Disabled**, we will pay you the **Total Disablement** benefit. We will pay at the end of each month for which you are entitled to be paid.

The meaning of "**Total Disability**" depends on which definition of Total Disability the person insured has under this Policy, as shown in **box 16**. The definitions may be applied in respect of each particular category.

How the monthly benefit is calculated and the maximum monthly benefit for a person insured who is *Totally Disabled* is shown in **box 8**.

When we pay

waiting period

We don't start paying immediately upon the person insured becoming disabled. You have to wait for the period set out in **box 10**. That period is called the *Waiting Period*. It starts when a *Medical Practitioner* first examines the person insured and certifies that he or she is unable to work due to a *Sickness* or *Injury*.

If, during the *Waiting Period*, the person insured returns to work once for more than 10 hours per week, and then the *Total Disability* recurs for the same or related reasons, the *Waiting Period* is extended by the number of weeks he or she returned to work for more than 10 hours per week. The *Waiting Period* does not start again.

If, in the same Waiting Period, he or she:

- has returned to work more than once for more than 10 hours per week;
- has not been *Totally Disabled* for a continuous period of at least 14 days and returns to work for more than 10 hours per week;

the Waiting Period starts again.

When we stop paying

when payments cease

We stop paying for a person insured's **Total Disability** as soon as one of the following happens:

- the person insured stops being Totally Disabled;
- on the date the person insured reaches the expiry age as shown in box
 q.
- the person insured is in jail or otherwise detained as a result of a criminal act;
- the person insured makes a false, dishonest or fraudulent claim or supports any claim with false evidence;
- where box 14 shows 'Yes', where the person insured is, in our opinion, assessed as being totally and permanently disabled under another policy with us or a related company;



- the Benefit Period for the cause of the disability, set out in box 11, ends:
- the person insured does not undertake treatment and/or rehabilitation which in our opinion could be expected to allow them to return to work;
- the person insured fails to take all steps to return to work if, in our opinion, they have the capacity to do so;
- you or the person insured fails to make available to us medical, financial
 or other evidence required to assess the claim, that we have requested
 in writing; or
- the person insured dies.

When the reason for stopping payments no longer applies, payments will resume, provided that:

- the person insured continues to be *Totally Disabled*; and
- cover has not stopped under clause 26 of the Policy.

Where the person insured has remained *Totally Disabled* for the duration of the period for which payments were stopped, we will treat the resumption of payments as a continuation of the same claim where no *Waiting Period* applies. Payments will not be made for the period in which payments were stopped except where the person insured can demonstrate that they have continued to meet the terms and conditions of the Policy during the period when payments were stopped.

The cause of Total Disablement

cause of 'Total Disablement We will decide whether the person insured's **Total Disability** is caused by an **Injury** or a **Sickness**, based on medical and other evidence.

If the person insured's **Total Disablement** does not start until 30 days after the date of an **Injury**, we will treat the cause as a **Sickness**, and the benefit period for **Sickness** (box 11) will apply.

Recurring disablement

recurring disablement

If the person insured returns to work for less than 6 months since we last paid you because he or she was *Totally Disabled* or *Partially Disabled* (see clause 13) and, (while the person insured's cover is still current) he or she has a recurrence of *Total Disability* or a recurrence of *Partial Disability* from the same cause or a related cause, then we will treat it as a continuation of the same claim and no *Waiting Period* applies. Medical and other evidence will be used by us to determine if the disability is from the same or related cause.

However, if the person insured returns to full time work for at least 6 months, the claim will be treated as a separate claim.

If a person insured dies while Totally Disabled

'Totally Disabled' person dies If a person insured dies before the expiry age (box 9) and we are paying you a benefit at the time because he or she is *Totally Disabled*, we will pay you a lump sum equal to 10 weeks benefit.

13. If a person insured is Partially Disabled

Partial Disablement

If a person insured has been *Totally Disabled* for 14 days and then his or her health improves, but he or she is *Partially Disabled*, we will pay you a reduced monthly benefit. However, we will not commence payments until the

end of the Waiting Period.

How much we pay

Partial Disablement benefit amount

We pay a proportion of the *Benefit*. The proportion we use is based on the reduction in the person insured's *Income* earned before *Total Disability* and the *Income* earned whilst the person insured is *Partially Disabled*. The *Partial Disablement benefit* amount is as shown in the formula:

$$\frac{A-B}{A} \times C$$

subject to the maximum monthly *Benefit* for the person insured as shown in **box** 8.

For the formula:

- A equals the person insured's monthly Income immediately before he or she became *Totally Disabled*.
- B is the person insured's actual *Income* during the month in which he or she is *Partially Disabled*.
- C is the **Benefit** amount which would otherwise be payable on **Total Disablement**, as varied in any way.

When we stop paying

when Partial Disablement benefits stop We stop paying for a person insured's **Partial Disability** as soon as one of the following happens:

- the person insured stops being *Partially Disabled*;
- on the date the person insured reaches the expiry age shown in **box 9**;
- the person insured is in jail or otherwise detained as a result of a criminal act;
- the person insured makes a false, dishonest or fraudulent claim or supports any claim with false evidence;
- the Benefit Period for the cause of the disability, set out in box 11 ends.
 That period begins on the date of the person insured's Total Disability,
 or if you received no Total Disability payments for the person insured,
 on the date you were first entitled to be paid for the person insured's
 Partial Disability;
- the person insured does not undertake treatment and/or rehabilitation which in our opinion could be expected to assist his or her return to fulltime work:
- the person insured fails to take all steps to return to full time work if he or she has the capacity to do so;
- you or the person insured fails to make available to us medical, financial or other evidence which we require to assess the claim; or
- the person insured dies.

When the reason for stopping payments no longer applies, payments will resume, provided that:

- the person insured continues to be **Partially Disabled**; and
- cover has not stopped under clause 26 of the Policy.

Where the person insured has remained Partially Disabled for the duration of



the period for which payments were stopped, we will treat the resumption of payments as a continuation of the same claim where no *Waiting Period* applies. Payments will not be made for the period in which payments were stopped except where the person insured can demonstrate that they have continued to meet the terms and conditions of the Policy during the period when payments were stopped.

14. Escalation benefit

escalation benefit

This clause only applies to you if the "escalation benefit" percentage shown in **box 12** is other than nil.

If we have been paying you the **Benefit** for a person insured for 12 months in a row because the person insured is **Totally Disabled** or **Partially Disabled** we will then increase the monthly **Benefit** paid to you as a result of the person insured's **Total Disablement** or **Partial Disablement**.

We will increase the monthly *Benefit* by the lower of the annual percentage increase in the CPI and the percentage shown in **box 12**. We will increase the amount by the same method again after each 12 month period, as long as we are still paying, (without a break) the *Benefit* because the person insured is *Totally Disabled* or *Partially Disabled*.

When we stop paying you, the benefit for the person insured will revert to the *Benefit* shown in **box 8**, as varied in any way.

The CPI information we use

The increase we make to the *Benefit* will normally be based on the Consumer Price Index. We use the last published Index for the 12 months ending 30 September each year. However, we may at our discretion use the Index published for a more recent 12-month period and/or another rate, which we believe more fairly, and accurately reflects changes in the cost of living.



Part F

We won't pay

15. When incorrect information is given to us

incorrect information

We rely on the information provided to us to assess whether we will provide the *Benefit*, or increase the *Benefit*, for a person insured. If the information provided is not correct, in some circumstances we may be legally entitled not to pay the benefit.

your duty of disclosure

We may also be legally entitled not to pay the *Benefit* if you have not complied with your duty of disclosure. The duty of disclosure is set out in your Application for this policy and in the forms completed when each eligible person applies for cover. Until an eligible person has been accepted for cover, you and the eligible person have a continuing legal duty to disclose to us everything that is material to the risk to us under this Policy. The duty of disclosure applies not only to you in respect of your completion of the Application for cover, but also to any application for cover by each eligible person, as well as to an application for any increase in the *Benefit* of a person insured.

16. When cover is excluded

We won't pay if a person insured's **Total Disablement or Partial Disablement** was caused by:

- pregnancy, childbirth or miscarriage if they are uncomplicated;
- intentional self injury, intentionally contracted infection or attempted suicide;
- participation in criminal acts;
- any act of war, whether war is declared or not; or
- the person insured's service in the armed services of any country or international organisation.



Part G

Making a claim

17. How to make a claim

making a claim

You must tell us (in writing) within 14 days; or as soon after that as possible; after the person insured's *Injury* or *Sickness* happens or disablement begins that you will make a claim.

Fill in forms

complete forms

We will send you the necessary claim forms as soon as is reasonably possible after being notified of any potential claim. Please ensure that the forms are completed and return them to us within 30 days; or as soon as is reasonably possible; after the start of the period for which you are claiming the *Benefit*. Once we have received the properly completed claim forms, we will treat this, as written notice of the person insured's claim.

If we do not have written notice of the person insured's claim within 60 days of the person insured ceasing work due to his or her *Injury* or *Sickness*, our right to properly assess the person insured's claim may be prejudiced. Therefore, we may refuse to pay you for any part of the person insured's claim, which happened 60 days or more, before we received your written notice.

You will need to get the person insured's *Medical Practitioner* to fill in a section of the claim form. We won't pay for any costs involved in getting the *Medical Practitioner* to do this.

We can ask for more information

provide further information

At any time we, or our appointed representatives, may ask you or the person insured for more information, including information about his or her health, current employment, previous work history and education, financial and business affairs, other insurance claims and any other matter which we consider relevant to the claim or the application for insurance. You or the person insured has to give us that information, and, if we request, the person insured must allow himself or herself to be interviewed or examined. We may choose one or more *Medical Practitioners* or other relevant professional to examine the person insured and the person insured must attend to and travel to such examinations as required. We will pay the costs of getting any additional medical information or having any medical examination that we request.

In this clause "information" includes an authority to obtain and/or provide information from or to another source.

travel expenses

For persons insured who are residing or travelling overseas, in the event of a claim we may require them to return to New Zealand for medical treatment and assessment. We will not pay any costs relating to the person insured's return to New Zealand. See clauses 29 and 30 for details.



Part H

Premium

18. What you have to pay

Pay in \$NZ

You must pay the premium on time and in New Zealand currency. You must pay the premium for all periods during which the Policy has been in force,

including any period of interim cover.

In the event that we are by law required to pay any tax, in connection with any premiums payable under this Policy, we will increase your premium by the relevant amount and then pay the tax, to the proper authority.

calculating the premium

We will calculate the premium payable when the Policy begins (shown in **box 3**) and on each renewal date (shown in **box 17**) and upon termination of this policy. You must give us the information we request in order to calculate the premium.

We may otherwise agree in writing that you will calculate the premium in which case we will confirm the terms of this arrangement in writing.

The rates used to calculate the premium are set out in **box 21** and/or are attached to the Schedule.

19. When we can change the premium

changing the premium rates

Subject to the immediately following clause we can review and change the premium rates at any time, but not before the premium guarantee date, if any, shown in **box 22**.

premium guarantee

In some cases, we can change the premium immediately

We can change the premium rate with immediate effect and confirm the change by notice in writing, even before the premium guarantee date, if:

- New Zealand is involved in war, whether declared or undeclared;
- there has been a significant change in the circumstances you advised and on which we relied in setting the premium rate for this Policy;
- there is a change in taxes or legislation that increases our costs under this Policy by more than 3% of the annual premium payable by you; or
- there has been a 25% change in the number of persons insured under this Policy during the last year, or since the start of the Policy, or since we last reviewed the premium rates.

20. How we calculate your premium

When the Policy begins (shown in **box 3**), at each renewal date (shown in **box 17**), and on termination of the Policy, we will recalculate the premium to reflect including but not limited to, changes in the number of persons insured, your claims experience and the benefit amounts over the period since the Policy began, or the last renewal date, as the case may be.

Your premium will be at least the minimum premium, if any, shown in box 19. If,



will pay you the over-payment or use it to offset the next premium due.

If, as a result of the recalculation of the premium, you have not paid enough, we will notify you (in writing) of the additional premium you owe. We refer to this additional premium in clause 21 as the "adjustment premium".

as a result of the recalculation of the premium, you have paid too much, we

If this Policy ends, you will not be entitled to any refund of premium in respect of a period of insurance cover for which you have already paid premiums except as set out in this clause.

21. When the premium must be paid

premium due date The premium is due on the premium due date shown in **box 20**.

The adjustment premium (clause 20) is due on the date indicated in the

notice advising the adjustment premium.

default in premium If the premium, or the adjustment premium, is not paid by you within 45 days

of the due date, we may terminate the Policy by written notice to you. If we do this, the Policy will be terminated effective from the date falling 30 days

from the premium due date.

premium adjustment

22. Premiums waived during Total Disablement

You don't have to pay the portion of premium which relates to a person insured under this Policy, and cover will continue for the person insured, if, on the renewal date (shown in **box 17**), we are paying you a **Total**

Disablement benefit for the person insured.

You must start paying premium for the person insured again on the first renewal date which falls after the date we stopped paying the benefit for the person insured.



Part I

Administration matters

23. Notices to be in writing

notices in writing

Any notice we give to you or you give us must be in writing. A notice given or sent in electronic form is taken to be a notice in writing for the purposes of this policy.

We will send notices to you, or someone else nominated by you, to the last address, including an electronic address, you provided to us.

You should post notices to us at PO Box 1692, Wellington 6140, or e-mail notices to us at WorkplaceProtection@resolutionlife.co.nz.

policy audit

24. We may conduct an audit

We may conduct an audit from time to time of any records you have which are connected with this Policy. If we do this, we must give you reasonable notice of our intention to conduct an audit and the audit must conducted in normal office hours. We will try to minimise any inconvenience to your operations in conducting the audit.

privacy

25. Privacy

When you collect personal information in respect of an eligible or insured person for the *Insurer*, you must make the relevant person concerned aware:

- that the information will be disclosed to the *Insurer*;
- of the uses to which that information will be put to by the *Insurer*, and
- of the entities to which the Insurer may disclose that information.

You must advise the relevant person that:

- they are entitled to request reasonable access to information and to request correction of information Resolution Life has about them;
- Resolution Life reserves the right to charge an administration fee for collating or correcting the information they request.



Part J

When cover for a person insured stops and when continuation of cover can apply

when cover stops

26. When cover for a person insured stops

Cover for all persons insured stops when the Policy ends (**Part K**). Other than in the situation set out in clause 29, cover for a person insured will also stop as soon as one of the following happens:

- when the person insured reaches the expiry age (box 9);
- when the person insured no longer meets the eligibility terms (box 7) or ceases to be employed by the person insured's employer for the purposes of this Policy;
- when the person insured dies;
- when the person insured is on unpaid leave for longer than the period of time that we have agreed to provide cover under clause 29 except where the reason why the person has not returned to work is because he or she has made a claim under this Policy, or is eligible to do so;
- when you do not pay the premium for the person insured, unless you are being paid the *Benefit* for the person insured and clause 22 applies;
- on the date the person insured permanently retires from the work force;
- if the person insured makes a false, dishonest or fraudulent claim or supports any claim with false evidence;
- when any person who is a non-permanent New Zealand resident that is accepted by the *Insurer* as soon as the majority of their duties are no longer undertaken in New Zealand.

27. When can cover be extended cover

extended cover

If a person insured is no longer eligible for cover and cover would otherwise have stopped under clause 26; we will automatically extend the person insured's cover in the event of *Accidental Injury* only, free of charge until the earlier of:

- 60 days after cover would have otherwise stopped under clause 26;
- the person insured reaching the expiry age set out in box 9;
- if this Policy is owned by the employer of the person insured, the person insured commencing employment with a new employer;
- cover commencing under a personal insurance policy issued under a continuation option (as described below in clause 28).

28. Continuation Option

continuation option

Whether or not the person insured can include income protection benefits under a personal insurance policy without providing medical evidence, will depend on whether it is included as a feature under this policy (see **box 24**). Information not relating to health evidence will be required.



The following conditions apply for income protection continuation options:

- Cover must have stopped for the person insured because he or she has terminated service with his or her employer (unless we agree otherwise);
- The person insured will have 60 days from the date cover would have stopped under clause 26 (had no extended cover under clause 27 applied) to apply for a personal insurance policy;
- The person insured must be At Work at the time of applying for the
 personal insurance policy and permanently employed to work at least
 25 hours per week;
- The amount of *Benefit* applied for must not be more than the amount of *Benefit* which applied to the person insured under this Policy immediately before cover stopped. The personal insurance policy will have standard terms and premium rates, unless any special terms or premium loadings applied to the person insured under this Policy. If this is the case, equivalent special terms or premium loadings will also apply under the personal policy. Any pursuits or pastimes undertaken by the person insured will not be covered under the provisions of the individual policy unless the *Insurer* agrees otherwise;
- The Waiting Period (box 10) and Benefit Period (box 11) under the
 personal income protection policy is the same as that which applied to
 the person insured under this Policy immediately before cover stopped;
- The occupation to be undertaken by the person insured is an occupation classified by the *Insurer* as being at a no greater risk category than the occupation insured under this policy unless the *Insurer* agrees otherwise;
- The person insured must be a New Zealand permanent resident.

An income protection continuation option will not apply:

- If the person insured is aged 61 or greater;
- If Resolution Life do not offer an equivalent personal income protection policy;
- If the person insured has terminated service with his or her employer in any business, occupation or regular duties because of fraud or misconduct;
- If the person insured is commencing employment with a company associated with the former employer;
- If the person insured's cover under this Policy (when cover stopped)
 does not meet the minimum premium we require under the personal
 insurance policy. We will require satisfactory evidence of health of the
 person insured for the increase in cover to meet the minimum premium;
- If the person's cover under this Policy falls outside the minimum and maximum cover amounts available under a personal insurance policy at the times of application;
- If the person insured is receiving a *Benefit* or is entitled to or becomes entitled to claim a *Benefit* under this Policy prior to the termination of service or expiry of the extended cover period; and
- If we have given written notice to you that this option is to cease operating.

All cover under this Policy ceases on commencement of cover under the personal insurance policy.



The terms and conditions of the continuation option are not guaranteed and may be changed by the *Insurer* by notice in writing.

29. Cover can continue during authorised unpaid leave (other than annual leave)

cover during authorised unpaid leave (other than annual leave If a person insured commences leave without pay to travel, undertake full time study, maternity leave/paternity leave, sabbatical leave, compassionate leave or other extended leave, he or she may continue to be covered for *Total Disablement* cover provided we agree in writing to provide cover prior to the commencement of the leave.

We will continue cover during unpaid leave for a maximum period of 12 months, provided the following conditions are met:

- before the unpaid leave begins, unless we agree otherwise you must request and we must agree in writing to continue the person insured's cover and any changes to the terms of the cover;
- the premium in respect of the person insured must be paid in advance (or in conjunction with the regular premium payments under the Policy, as agreed by us), covering the proposed period of unpaid leave. If any of the events in clause 26 occur in respect of the person insured before the end of the proposed period of unpaid leave, cover will cease in respect of that person insured, and we will refund you any portion of premium overpaid. Cover may stop at an earlier time for the reasons set out in clause 12; and
- in the event of a claim, we may require a person insured who is travelling overseas to return to New Zealand at his or her expense where necessary for assessment.

When the waiting period starts

If a person insured is **Totally Disabled** during the period of unpaid leave, the **Waiting Period** will commence from the date we have received a medical certificate from a **Medical Practitioner** stating that the person insured is unable to work due to **Sickness** or **Injury**.

30. Cover during overseas employment

employment overseas

We will cover a person insured who is a New Zealand permanent resident for up to 3 years while he or she is employed overseas, provided we first agree in writing. We may impose conditions. We reserve the right to review cover in respect to the persons insured at the end of this period.

Where more than 5% of person's insured live overseas, we may vary the terms of cover under this Policy.

We will also continue to pay benefits, which you are entitled to under this Policy if the person insured whom is *Totally Disabled* travels overseas, provided that we are told in advance of his or her travel. We may require the person insured to return to New Zealand for medical treatment or assessment. If this applies, we will not pay any costs relating to the person insured's return to New Zealand.



Part K

When the policy ends

31. You can end this policy

when **you** can cancel the policy

You can end this Policy by giving us one month's written notice, or we can agree on an earlier termination date with you.

32. We can end this policy

when **we** can cancel the policy

We can end this Policy by giving you one month's written notice that this is our intention, as soon as any of the following happens:

- the number of persons insured under the Policy falls below the minimum number of persons insured (shown in **box 5**);
- your annual premium falls below the minimum annual premium (shown in **box 19**);
- you do not pay your premium within 45 days of the due date (see clause 21);
- less than 75% of eligible persons are covered under this Policy.
- you do not supply, within 45 days of us requesting in writing, information that in our opinion is adequate and appropriate to calculate or determine any or all of the following:
 - premiums (see clause 18) as at the date the policy began (shown in box 3)
 - or any subsequent renewal date (shown in **box 17**);
 - whether and from what date transfer terms (see Part D) apply to all eligible persons;
 - 3. whether underwriting terms (see clause 5) apply for all eligible persons as at the date the policy began (shown in **box 3**) or any subsequent renewal date (shown in **box 17**); or
 - 4. when and, if relevant under the terms in **Part J**, under what circumstances cover for a person insured stopped.

We may avoid the Policy if within 45 days of the commencement date (shown in **box 3**):

- you do not pay your initial premium;
- you do not advise your acceptance of the Policy by signing and returning a Policy document to us.

33. Claims after termination

If the Policy is terminated, we will only pay a claim if:

- the event on which the claim is payable (Part E) occurred before the Policy is terminated; and
- any premium arrears have been paid up to the date the Policy is terminated.



Additionally we may suspend processing or paying a claim if you do not supply within 45 days of us requesting in writing information that in our opinion is adequate and appropriate to calculate or determine any or all of the following:

- premiums (see clause 16) as at the date the policy began (shown in box
 3) or any subsequent renewal date (shown in box 17);
- whether and from what date transfer terms (see Part D) apply to all eligible persons;
- whether underwriting terms (see clause 5) apply for all eligible persons at the date the policy began (shown in box 3) or any subsequent renewal date (shown in box 17); or
- when and, if relevant under the terms in **Part I**, under what circumstances cover for a person insured stopped.

If you are entitled to be paid after the policy ends

If, after the Policy ends, we have to continue paying you a benefit(s), the parts of this Policy which specifically relate to those payments continue until we stop making payments.



Part L

Meaning of words or expressions

Accidental Injury	"Accidental Injury" m

"Accidental Injury' means an injury of an eligible person or person insured which first occurred after cover for the eligible person or person insured began under this Policy, including any interim cover, and is caused directly and solely because of an accidental event which was violent, external and visible and which was not caused by attempted suicide, or self-inflicted by the person on purpose.

If the person insured's **Total Disablement** does not start until 30 days after the date of an **Accidental Injury**, we will treat the cause as a **Sickness**, and the **Benefit Period** for **Sickness** (box 11) will apply.

At Work

'At Work' means the person was properly performing all his or her normal and usual duties of paid employment or would have been had the relevant day not been a public holiday, weekend or a day of leave other than due to

Injury or Sickness.

Benefit A sum insured amount based on the **Benefit Formula** which may become payable by us to you in respect of a person insured who has been nominated

by you and accepted by us for that cover provided the applicable terms and

conditions of the Policy are met.

Benefit Formula The formula used for calculating the amount of the **Benefit** for a person

insured as described in the schedule.

Benefit Period The period indicated in the schedule. The **Benefit Period** starts from the

date you are first entitled to be paid the Benefit.

Family Member 'Family Member' means in relation to the person insured, his or her spouse

(including legal spouse, defacto or same-sex partner), mother, father, mother-in-law, father-in-law, child (including adopted child, step-child or an

ex-nuptial child).

Income 'Income' means:

In the case of a person insured who owns part, or all of a business or
practice, the Income that is solely generated by the business due to the
person insured's own activity, after all expenses in earning that Income

have been deducted.

This Income is the lesser of the **Benefit** shown in **box 8** or the average annual Income in the 2 years we have not been paying a **Benefit** under

the Policy.

• In the case of a person insured who is employed, his or her salary.

However, we do not include commissions and bonuses, unless agreed

by us in writing.

• Income does not include investment or interest Income.

Injury 'Injury' means accidental bodily injury.

Insurer 'Insurer' means Resolution Life Australasia Limited ABN 84 079 300 379

(Incorporated in Australia) part of the Resolution Life Group.

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Medical Practitioner

'Medical Practitioner' means a registered medical practitioner who is appropriately qualified to treat the person insured for *Injury* or *Sickness*. The medical practitioner cannot be you, or your *Family Member*, business partner, employee or employer nor can it be the person insured or his or her *Family Member*, business partner, employee or employer.

Other Disability Income

Means all periodic payments (whether commuted or not) paid or payable in respect of the person insured's disability:

- from any other disability, sickness or accident policy in place at the time that cover commenced for the person insured, or was issued after the cover commenced for the person insured;
- pursuant to any statute or ordinance, whether by way of workers compensation, accident compensation social services payment or otherwise;
- from any superannuation or retirement scheme or sickness or accident fund

Partially Disabled

'Partially Disabled' means:

- immediately after a period of at least 14 days *Total Disablement* the person insured returns to work; and
- solely because of the continuation of the Sickness or Injury that caused the person insured's Total Disablement, the person insured's Income from the work is less than the amount of his or her pre-disability Income;
- is under the continuous direction and professional care of a *Medical Practitioner*.

Partial Disablement and Partial Disability have a corresponding meaning.

Sickness

Total Disablement

'Sickness' means illness or disease.

If "any occupation" applies (see box 16):

The person insured is *Totally Disabled* if:

- a) For the first 2 years from the date the person insured suffers from **Sickness** or **Injury** he or she:
 - is not capable, by reason solely of *Sickness* or *Injury*, of performing his or her usual occupation for more than 10 hours per week; and
 - is not engaged in any other occupation or business; and
 - is under the continuous direction and professional care of a Medical Practitioner.
- b) After the first 2 years of a claim, he or she:
 - is not capable, solely due to the same Sickness or Injury, of working in any occupation or business for which he or she is reasonably suited by education, training or experience; and
 - is not engaged in any other occupation or business; and
 - is under the continuous direction and professional care of a Medical Practitioner.

If "own occupation" applies (see box 16):

The person insured is *Totally Disabled* if he or she:

