

AMP Workplace Protection Plan Workplace Trauma Protection Policy Document

Focus on building your business, while you take care of your people, knowing their family will have some financial protection in a time of need.

integ  ity

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Schedule of Benefits

BOX 1	
Policy Number	See Box 12 for the Policy Number applicable to each entity
BOX 2	
Policyholder	Marsh Insurance for Universities NZ
BOX 3	
Annual Review Date	Master Policy - 1 July each year Each entity within the Master Policy (as detailed in box 12) has an individual renewal date.
BOX 4	
Amount of Trauma Benefit	<p>Linked Trauma Benefit (linked to Group Life Policies - see Box 12) A multiple of three times the annual salary of the member, up to a maximum of \$50,000, plus any additional accepted cover (if applicable)</p> <p>(Subject to the policy maximum benefit available of \$500,000 per member)</p>
BOX 5	
Automatic Acceptance Conditions	<p>(a) The Eligible Person must be at work and actively performing all the normal duties of his or her usual job or occupation on the date on which he or she first becomes an Eligible Person; and</p> <p>(b) There must, upon acceptance by the Insurer of the Eligible Person (and of every other Eligible Person in respect of whom the Policyholder has concurrently made an application to the Insurer under clause 3.1) as an Insured Person, be not less than 10 Insured Persons under this Policy.</p>
BOX 6	
Automatic Acceptance Level	\$50,000
BOX 7	
Commencement Date	1 July 2017

BOX 8**Category Description – All Voluntary****Universities NZ****Category A:** Employees with salaries of \$80,000 or higher**Category B:** Employees with salaries of \$79,999 or less and Spouse Cover**Eligibility Terms**Permanent or fixed term employees* of **Universities NZ:**

- regularly working 15 hours per week or more,
- actively employed on the date that person applies or would have been had the relevant day not been a public holiday, weekend day or a day of leave other than due to accident or sickness; and has not been absent from work for 10 continuous days or more due to sickness or accident in the past 90 days
- aged 16 years or over but less than 65 years at time of application

* Fixed term employees of Universities NZ must be on a fixed contract term of 2 years or more

Spouse cover is subject to full underwriting. A spouse (or partner) is only eligible for cover if they have no existing cover as an employee. See Rider 4 in Box 12 for the definition of a spouse for the purpose of this policy.

Eligible employees can apply for cover up to the Automatic Acceptance Limit, if within a designated window of offer, or if a new employee, by answering the following 5 questions.

Questions 1, 2, 3 & 4 require a '**No**' answer and question 5 requires a '**Yes**' answer. If any responses differ from those outlined, full underwriting will be required.

1. Have you received medical advice that you have an illness that could cause death within 12 months of completing this application?
2. Are you currently receiving, or have you received in the last 12 months, treatment from a medical specialist?
3. Have you had an injury, illness or medical condition which has continued or persisted for more than 6 weeks in the last 12 month period?
4. Have you been absent from work due to injury or illness for 10 or more consecutive days in the 90 days immediately prior to the date of this application
5. Are you currently in paid work for a minimum of 15 hours per week (other than being absent on annual leave) and able to perform all of your normal and usual duties at the date of this application?

For new employees, applications must be submitted within a period of 75 days from the date the employee commenced employment otherwise full underwriting will apply.

BOX 9**Cover Cease Date**The date on which the **Insured Person** ceases to be either –

- (a) An eligible member of the entities listed in Box 12; or
- (b) Below the cover expiry age of 65

BOX 10

Premium guarantee	3 years from 1 July 2017 to 1 July 2020
Premium due date	Renewal Date of each entity and each subsequent year

BOX 11

Continuation Option	Yes
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BOX 12**Riders attached to this policy:****Rider 1: Entities on this Master Policy at commencement**

As at 1 July 2017 the entities on this Master Policy are:

Entity	Renewal Date	Policy Numbers (Life, Income, Trauma)		
Victoria University of Wellington	1-Feb	GL61050N	GIC61051N	GTR61052N
Massey University	1-May	GL61053N	GIC61054N	GTR61055N
University of Waikato	28-May	GL61056N	GIC61057N	GTR61058N
AUT	1-Jul	GL61059N	GIC61060N	GTR61061N
Otago University	1-Aug	GL61062N	GIC61063N	GTR61064N
University of Canterbury	1-Sep	GL61065N	GIC61066N	GTR61067N
The University of Auckland	30-Oct	GL61068N	GIC61069N	GTR61070N

Rider 2: Salary definition

The member's annual remuneration, paid by the employer, (excluding directors' fees, commission, bonuses, dividends, overtime, allowances and fluctuating income) less normal business expenses, but before the deduction of income tax, as advised by the Policy Owner at the start of a member's membership and at each subsequent policy anniversary date.

Rider 3: Special definition for existing members as at 1 July 2017

For existing members as at 1 July 2017, this Special Term prevails over clause 5.1, which will not apply unless an **Insured Person** suffers a **Trauma** of type (2) as defined as a condition of **Trauma** in clause 14.1 within three months from the **Commencement Date** or **Risk Assessment Date**, whichever is the later.

Rider 4: Spouse definition

A “Spouse” or “Partner” is defined as:

“A spouse or partner is defined as your husband or wife or any defacto partner (including same sex partner) who has continuously lived with you for at least six months”.

Commencement date of riders:

Riders 1 to 4: 1 July 2017

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

IMPORTANT INFORMATION ABOUT THIS POLICY

1. General Conditions

- 1.1 The **Policy** is registered on the New Zealand Register of the Insurer.
- 1.2 The **Policy** shall not participate in any distribution of the surplus or profits of the Insurer.
- 1.3 The **Policy** and this policy document, including the **Schedule**, shall be governed by and interpreted in accordance with New Zealand law, and the Insurer will abide by the decision of the High Court of New Zealand.

2. Contractual Rights

- 2.1 The provisions of the **Policy** and of this policy document are not intended to constitute promises which confer benefits which are enforceable by any **Insured Person** or any other persons for whose benefit any benefits are by the **Policy** or this policy document expressed to be payable and accordingly in relation to such provisions the provisions of the Contracts (Privity) Act 1982 are not intended to apply to the **Insured Person** or such other persons.

*Registration,
profit share and
governance -
disclaimer*

*the Contracts
(Privity) Act 1982 –
exclusion*

THE PERSONS INSURED – ELIGIBILITY AND ACCEPTANCE

3. Insured Persons

eligibility for cover

determining acceptance, benefit amount and premiums

automatic acceptance within the benefit limit

automatic acceptance over the benefit limit

3.1 Whenever a person first becomes an **Eligible Person**, you must as soon as practicable thereafter apply to the Insurer to have that **Eligible Person** accepted by the Insurer as an **Insured Person**.

3.2 You must provide to the Insurer such evidence of the health of an **Eligible Person** and other information as the Insurer may from time to time require to enable it to determine –

- (a) subject to clauses 3.3 and 3.4, whether it will accept an **Eligible Person** as an **Insured Person**;
- (b) the **Amount of Trauma Benefit** in respect of an **Insured Person**; and
- (c) the premiums payable under the **Policy**.

3.3 Where –

- (a) an application in respect of an **Eligible Person** under clause 3.1 satisfies the **Automatic Acceptance Conditions**; and
- (b) the **Amount of Trauma Benefit** in respect of the **Eligible Person** would, upon acceptance by the Insurer of the **Eligible Person** as an **Insured Person**, not exceed the **Automatic Acceptance Level**,

then –

- (c) the Insurer shall accept the **Eligible Person** as an **Insured Person**; and
- (d) the date from which the **Eligible Person** is accepted by the Insurer as an **Insured Person** shall be that advised to you by the Insurer:

3.4 Where –

- (a) an application in respect of an **Eligible Person** under clause 3.1 satisfies the **Automatic Acceptance Conditions**; and
- (b) the **Amount of Trauma Benefit** in respect of the **Eligible Person** would, upon acceptance by the Insurer of the **Eligible Person** as an **Insured Person**, exceed the **Automatic Acceptance Level**,

then –

- (c) the Insurer shall accept the **Eligible Person** as an **Insured Person** but shall limit the **Amount of Trauma Benefit** in respect of the **Insured Person** to the **Automatic Acceptance Level**; or

automatic
acceptance
subject to
special terms

not meeting
automatic
acceptance
conditions

temporary
limitation of benefit
amount

- (d) the Insurer may accept the **Eligible Person** as an **Insured Person** subject to such special terms, conditions or restrictions (if any) as are notified to you by the Insurer; and
 - (e) the date from which the **Eligible Person** is accepted by the Insurer as an **Insured Person** shall be that advised to you by the Insurer
- 3.5 Where an application in respect of an **Eligible Person** under clause 3.1 does not satisfy the **Automatic Acceptance Conditions** –
- (a) the Insurer may accept the **Eligible Person** as an **Insured Person** subject to such special terms, conditions or restrictions (if any) as are notified to you by the Insurer; and
 - (b) the date from which the **Eligible Person** is accepted by the Insurer as an **Insured Person** shall be that advised to you by the Insurer.
- 3.6 Notwithstanding anything in clauses 3.3 and 3.4, the Insurer shall not be required to accept any **Eligible Person** as an **Insured Person** where –
- (a) you did not comply with clause 3.1; or
 - (b) the **Eligible Person** has previously had or been offered the opportunity to become an **Eligible Person** but declined or did not accept that opportunity or offer.
- 3.7 Where, by reason of an increase in the **Insured Person's** remuneration, the **Amount of Trauma Benefit** in respect of an **Insured Person** would but for this clause have concurrently increased to an amount in excess of the **Automatic Acceptance Level** (including where prior to the increase the **Amount of Trauma Benefit** was already in excess of the **Automatic Acceptance Level**), the **Amount of Trauma Benefit** in respect of the **Insured Person** shall be temporarily restricted to the **Automatic Acceptance Level** until you provide to the Insurer such evidence of the health of the **Insured Person** as the Insurer may require, and the Insurer shall then either –
- (a) permanently limit the **Amount of Trauma Benefit** in respect of the **Insured Person** to the **Automatic Acceptance Level** or such higher amount as the Insurer may determine; or
 - (b) accept liability in respect of an increased **Amount of Trauma Benefit** subject to such special terms, conditions or restrictions (if any) as are notified to you by the Insurer.

THE BENEFIT WE PAY YOU

4. Benefits

when we pay the benefit

4.1 If an **Insured Person** suffers a **Trauma** at any time on or after the **Risk Acceptance Date** applicable to the **Insured Person** and prior to the **Insured Person** attaining the **Cover Cease Date** as shown in box 9, the insurer will pay to you a benefit of amount equal to the **Amount of Trauma Benefit** then applying in respect of the **Insured Person**.

4.2 If Box 4 of the Schedule shows ‘Stand-alone Trauma Benefit’ then clause 4.1 will apply.

If ‘Linked Trauma Benefit’ is showing in Box 4 then clause 4.1 will apply in addition to the following:

- Payment of a Linked Trauma Benefit in respect of an **Insured Person** will reduce the benefit payable under the Group Life Policy noted in Box 4 (referred to in this clause as the ‘Life Insurance Benefit’). The Group Life Policy specified in box 4 must be providing the same Insured Persons with at least the same amount of cover as the Linked Trauma Benefit.
- The **Amount of Trauma Benefit** cannot be more than that Life Insurance Benefit. If a Life Insurance Benefit is paid under the Group Life Policy specified in box 4 as a result of an **Insured Person** suffering a terminal illness, and the terminal illness benefit paid is less than the death benefit payable, the **Amount of Trauma Benefit** in respect of that **Insured Person** will reduce (if necessary) so that the **Amount of Trauma Benefit** is equal to or less than the remaining Life Insurance Benefit amount.
- Any Linked Trauma Benefit payment made will result in the Life Insurance Benefit amount reducing for the **Insured Person** by the **Amount of Trauma Benefit** from the date of payment of the Trauma benefit. Cover in respect of any remaining Life Insurance Benefit amount will continue in accordance with the terms and conditions of the Group Life Policy specified in box 4.

WE WON'T PAY

5. No Claim Period

- 5.1 If an **Insured Person** suffers a **Trauma** of any of the types numbered (2), (6), (12), (17) and (39) in the definition of **Trauma** in **Part J** within three months from the **Risk Acceptance Date** applicable to the **Insured Person** then notwithstanding anything to the contrary in this policy document expressed or implied no benefit shall be payable in respect of that **Trauma**.
- 5.2 Where, within three months of any increase in the dollar level of the **Amount of Trauma Benefit** in respect of an **Insured Person**, the **Insured Person** suffers a **Trauma** of any of the types numbered (2), (6), (12), (17) and (39) in the definition of **Trauma** in **Part J** then notwithstanding anything to the contrary in this policy document expressed or implied any benefit payable under clause 4.1 as a consequence of that **Trauma** shall not include the amount of such increase unless and to the extent that that increase was attributable to –
- (a) a cost of living adjustment to the **Amount of Trauma Benefit** made in accordance with in terms of the **Policy** (where applicable); or
 - (b) an increase in the **Insured Person's** salary or other remuneration received in the ordinary course of the **Insured Person's** occupation or employment, not exceeding 30%.
- 5.3 Where as a consequence of clause 5.1 no benefit is payable, or as a consequence of clause 5.2 the amount of any increase is not payable, the Insurer will retain all premiums paid by you in respect of such benefit or increase.

6. General Exclusions

- 6.1 Notwithstanding anything to the contrary in this policy document expressed or implied no benefit shall be payable in respect of or arising from any condition which is directly or indirectly attributable to or consequential upon –
- (a) intentional self-injury (including conditions arising from the use of drugs without reputable medical advice), intentionally contracted infection, or any attempt thereat; or
 - (b) war (including war service), act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil commotion, civil war or rebellion; or
 - (c) an injury or illness which either –
 - (i) results; or
 - (ii) but for the use of artificial life support would, in the Insurer's opinion, have resulted,

directly or indirectly in the death of the relevant **Insured Person** within fourteen days of the sustaining of that injury or diagnosis of that illness.

three months no claim period

Making a claim within three months of benefit increase

retained premiums

self-injury exclusion

war exclusion

death exclusion

*six months
notification
requirement*

MAKING A CLAIM

7. Notice of Claim

- 7.1 Subject to any additional notice requirements which might be required in relation to any particular **Trauma**, you must notify the Insurer of every **Trauma** which gives rise to a benefit becoming payable under clause 4.1 within six months of the occurrence of the **Trauma**.

PREMIUMS

8. What you have to pay

premium due date

8.1 (a) An annual premium is due and payable by you to the Insurer on the **Commencement Date** and on each **Annual Review Date**.

pay by installments

(b) The Insurer may (but is not required to) permit you to pay any annual premium by installments, and the Insurer reserves the right to charge you an additional fee in consideration for permitting payment by installments.

how we calculate the premium

8.2 The amount of each annual premium payable by you under clause 8.1 shall be calculated in accordance with the terms specified in the **Schedule**.

8.3 The annual premium payable at the **Commencement Date** shall be proportionately adjusted if the period from the **Commencement Date** until the first **Annual Review Date** is other than one year.

changes to the schedule

8.4 Subject to any premium guarantee period shown in **box 10**, the Insurer may at any time and from time to time with effect from any **Annual Review Date** vary the terms of the **Schedule** which relate to the amount or method of calculation of the annual premium by giving to you notice in writing of the variation not less than 60 days prior to the relevant **Annual Review Date**.

premium adjustment

8.5 At each **Annual Review Date** there shall be calculated an adjusted premium in respect of the period since the immediately preceding **Annual Review Date** until the **Annual Review Date** by application of the formula –

$$0.5 \times (P_2 - P_1)$$

where

formula

P_1 is the amount calculated according to clause 8.2 at the immediately preceding **Annual Review Date**; and

P_2 is the amount calculated according to clause 8.2 at the date immediately preceding the **Annual Review Date**.

When applying this formula at the first **Annual Review Date** the words "**Commencement Date**" should be substituted for the words "immediately preceding **Annual Review Date**".

The amount of the difference between the premium initially calculated and the adjusted premium shall be subtracted from or added to (as appropriate) the amount calculated in accordance with clause 8.2 in respect of the **Annual Review Date**.

we deduct what you owe (deduction of indebtedness)

8.6 Any benefit becoming payable under the **Policy** shall be paid after the deduction there from of any indebtedness owed by you to the Insurer in respect of the **Policy**.

ADMINISTRATION MATTERS

9. Service of Notice

9.1 Any notice required to be given to you by the Insurer in connection with the **Policy** may be given to you by posting it by ordinary pre-paid post to your last known address, in which case it shall be deemed to have been given three days after posting.

10. Privacy Act 1993

10.1 When you collect personal information in respect of an **Eligible Person** 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 **AMP** has about them; and
- **AMP** reserves the right to charge an administration fee for collating or correcting the information they request.

notices in writing

privacy

*we may charge
an admin fee*

WHEN COVER FOR A PERSON INSURED STOPS AND WHEN CONTINUATION OF COVER CAN APPLY

when cover stops

11. Duration of Insurance

11.1 An **Insured Person** shall cease to be an **Insured Person** immediately upon the earliest to occur of:

- (a) the premiums paid to the Insurer under clause 8.1 no longer including an amount in respect of the Insured Person;
- (b) the **Cover Cease Date** in respect of the **Insured Person**; and
- (c) a benefit becoming payable under clause 4.1 in respect of the **Insured Person**.

continuation option

12. Continuation Option

An **Insured Person** may have an option to continue **Trauma** cover under a personal insurance policy with a **Trauma** Benefit (or an equivalent benefit agreed to in writing by the Insurer) without providing medical evidence. Information not relating to health evidence will be required. This option is available if it is included in the **Schedule** of the **Policy**, shown in **box 11**.

The following conditions apply for **Trauma** Continuation Option:

applying conditions

- The **Insured Person** must be aged less than 65;
- All cover under the **Policy** must cease for the **Insured Person** because service has been terminated with their employer (unless we agree otherwise in writing);
- The **Insured Person** will have 60 days from the date cover would have stopped under clause 4 to apply for a personal insurance policy;
- The **Amount of Trauma Benefit** applied for by the **Insured Person's** personal insurance policy must not be more than the **Amount of Trauma Benefit** which applied to the **Insured Person** 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 **Insured Person** under this **Policy**. If this is the case, equivalent special terms or premium loadings will also apply under the personal insurance policy. Any lifestyle, pursuits or sports undertaken by the **Insured Person** will not be covered under the provisions of the personal insurance policy unless the Insurer agrees otherwise in writing; and

- The occupation to be undertaken by the **Insured Person** must be an occupation classified by the Insurer as being in a no greater risk category than the occupation insured under the **Policy** unless the Insurer agrees otherwise in writing.

Each **Trauma** Continuation Option will be considered on a case by case basis. A **Trauma** Continuation Option will not apply:

- If we do not offer an equivalent personal insurance policy with **Trauma** Benefit;
- The **Insured Person's** employment was terminated as a result of, or related to in any way serious misconduct, dishonesty or fraud;
- If the **Insured Person** is commencing employment with a company associated in any way with the former employer;
- If the **Insured Person** has previously taken out a personal insurance policy with either us, or with any of our related companies, by a continuation option contained in a group (workplace) **Trauma** cover policy or similar;
- If the **Insured Person** has received a Benefit or is entitled to or becomes entitled to claim a Benefit under this **Policy** prior to the termination of service; and
- If we have given written notice to the **Policyholder** that this option is not available or does not apply.

All cover under this **Policy** ceases on the **Cover Cease Date** defined in **Part K** or the Duration of Insurance at clause 11, whichever is the earlier.

The terms and conditions of the **Trauma** Continuation Option are not guaranteed and may be changed by the Insurer at any time by notice to the **Policyholder** in writing.

WHEN THE POLICY ENDS

13. Variation, Avoidance and Cancellation

*when you
can change
the policy*

13.1 You may at any time apply to the Insurer to vary any or all of the terms set out in the **Schedule** and, if the Insurer agrees to the variation, the Insurer will issue to you a replacement **Schedule**, the terms of which shall thereafter apply in place of the former **Schedule**.

*when the policy
becomes void*

13.2 The **Policy** shall become void, no benefit shall be payable to you and the Insurer will retain all premiums paid by you in any of the following circumstances:

- (a) if any premium or instalment thereof has not been paid within 30 days after the date on which it became due;
- (b) if at any time it is found that you or any **Insured Person** failed to disclose to the Insurer any matter material to the insurance provided under the **Policy**;
- (c) if at any time it is found that the **Proposal** or any other application, certificate, statement, list or information supplied to the Insurer contains any false or substantially incorrect statement material to the insurance provided under the **Policy**; and
- (d) if at any time the number of **Insured Persons** under the **Policy** is or becomes less than fifteen.

*when you can
cancel the policy*

13.3 You may cancel the **Policy** by giving the Insurer not less than 30 days notice in writing, in which case the Insurer will refund to you the pro-rata proportion of any premium paid by you in respect of the period after the effective date of cancellation.

TRAUMA CONDITIONS

14. Definitions

14.1 "Trauma" in respect of an **Insured Person** means any of the following conditions

(1) ALZHEIMER'S DISEASE AND OTHER DEMENTIAS

Which is specifically defined as the first unequivocal diagnosis of Alzheimer's Disease or Dementia made by a consultant neurologist where the diagnosis is based on persistent compromise in at least three of the following – memory, mood or personality, cognition, language skills and visuospatial skills and which causes permanent inability to perform independently at least two of the **Activities of Daily Living**.

(2) ANGIOPLASTY TRIPLE VESSEL

The actual undergoing for the first time of coronary artery angioplasty to correct a narrowing, or blockage, of three or more coronary arteries within the same procedure. Angiographic evidence, indicating obstruction of three or more coronary arteries, is required to confirm the need for this procedure.

(3) APLASTIC ANAEMIA

Irreversible bone marrow failure as confirmed by a consultant haematologist that results in anaemia, neutropenia and thrombocytopenia requiring treatment by at least one of the following:

- blood product transfusions;
- marrow stimulating agents;
- bone marrow transplantation; and/or
- Immunosuppressive agents.

(4) BENIGN BRAIN TUMOUR

A non-cancerous tumour in the brain that gives rise to characteristic symptoms of increased intracranial pressure such as papilledema, mental symptoms, seizures, sensory and motor impairment which

- produces neurological damage and functional impairment, which an appropriate medical specialist considers to be permanent; or
- the **Insured Person** has had surgery to remove in accordance with the advice of a Medical Practitioner.

The presence of the underlying tumour must be confirmed by imaging studies such as CT scan or MRI (Magnetic Resonance Imaging). Cysts, granulomas malformations in or of the arteries or veins of the brain, haematomas and tumours in the pituitary gland or spine are excluded.

(5) BLINDNESS

Blindness means the permanent loss of sight in both eyes as a result of disease, illness or injury to the extent that visual acuity is 6/60 or less in both eyes, or to the extent that visual field is reduced to 10 degrees or less arc irrespective of corrected visual acuity.

Alzheimer's disease

Angioplasty Triple Vessel

Aplastic Anaemia

Benign Brain Tumour

Blindness

Cancer

(6) CANCER

Means the occurrence of an invasive malignant tumour. Included will be the following:

- Prostate tumour classified as T1 (all categories) under the TNM classification system or of an equivalent classification if the tumour is confirmed by histological examination and requires the person insured to undertake major interventionist therapy including radiotherapy, brachytherapy, chemotherapy, biological response modifiers or any other major treatment, or if the tumour is completely untreatable.
- Carcinoma in situ of the testicle, where one or both testes are removed by radical orchidectomy;
- Tumours classified as carcinoma in situ of the breast or other organ requiring Radical Surgery; and
- Leukaemia, lymphoma, Hodgkin's disease and malignant melanomas of at least Clark Level 3 or 1.5mm Breslow thickness or greater, unless specified below.

The following are excluded:

- tumours classified as carcinoma in situ unless a tumour specified above requiring Radical Surgery;
- prostate tumours classified T1 (all categories) under the TNM classification system and/or of an equivalent or lower classification other than those specified above;
- lymphocytic leukaemia less than Rai Stage 1;
- malignant melanomas and other skin cancers other than those specified above; and
- tumours that are a recurrence or metastases of a tumour that first occurred within the 90 day qualifying period.

Carcinoma in situ means focal new growth of malignant cells that have not yet invaded normal tissues and have been diagnosed by biopsy.

Cancer exclusions

Cardiomyopathy

(7) CARDIOMYOPATHY

The impairment of the ventricular function of variable aetiology resulting in significant and irreversible physical impairment to the degree of at least Class 3 of the New York Heart Association of cardiac impairment and resulting in the permanent incapacity to work.

Chronic Kidney Failure

(8) CHRONIC KIDNEY FAILURE

Chronic irreversible failure of both kidneys requiring either permanent renal dialysis or kidney transplantation.

Chronic Liver Disease

(9) CHRONIC LIVER DISEASE

Chronic Liver Disease resulting in cirrhosis and with all of the following features:

- permanent jaundice (the serum bilirubin must be continuously over 50µ mol/L);
- portal hypertension; and
- ascites or encephalopathy or hepatorenal syndrome.

Chronic Lung Disease

(10) CHRONIC LUNG DISEASE

Means end stage lung disease confirmed by a specialist resulting in either:

- at least 25% permanent impairment of whole person function; or
- requiring permanent supplementary oxygen.

Coma

(11) COMA

The failure of cerebral function as shown by total unarousable unresponsiveness to all external stimuli persisting continuously with the use of a life support system for a period of at least three days. Coma directly resulting from alcohol or drug abuse is excluded.

Coronary Artery Surgery

(12) CORONARY ARTERY SURGERY

Coronary artery bypass grafting surgery which is considered medically necessary to treat coronary artery disease, but does not include:

- angioplasty;
- intra-arterial procedures;
- laser techniques; and/or
- other non-surgical techniques.

Creutzfeldt-Jakob Disease

(13) CREUTZFELDT-JAKOB DISEASE

The certain diagnosis of Creutzfeldt-Jakob Disease where such a diagnosis has been documented by the occurrence of cerebellar dysfunction with associated progressive dementia, uncontrolled muscle spasms, tremors and athetosis, requiring continual and permanent medical supervision.

Deafness

(14) DEAFNESS

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

Diplegia

(15) DIPLEGIA

The total and permanent loss of the use of both sides of the body due to injury or disease of the spinal cord or brain.

Encephalitis

(16) ENCEPHALITIS

Severe inflammation of brain substance which results in significant and permanent neurological sequelae, resulting in either;

- At least 25% permanent impairment of whole person function; or
- The permanent inability to perform independently at least one of the specified **Activities of Daily Living**.

Heart Attack

(17) HEART ATTACK

The death of an area of the heart muscle due to a sudden lack of adequate blood supply to the relevant area where:

A.

- (i) There are typical new ischaemic electrocardiographic (ECG) changes at the time of the heart attack, and
- (ii) There are diagnostic changes in relevant cardiac enzymes or markers in the days following the heart attack.

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

Heart Valve Surgery

Hemiplegia

Loss of capacity of independent living

Loss of limbs

Loss of limbs and/or sight

Loss of speech

Major head injury

Major organ transplant

B.

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

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

(18) HEART VALVE SURGERY

The undergoing of heart surgery to replace or repair a heart valve as a consequence of a heart valve defect. Angioplasty, intra-arterial procedures and other non-surgical techniques are excluded.

(19) HEMIPLEGIA

The total and permanent loss of use of one side of the body due to injury or disease of the spinal cord or brain. If the Hemiplegia occurs as a result of a Stroke, payment of the Benefit will be subject to the same Ninety Day Waiting Period as a Stroke as defined in Clause 5.1.

(20) LOSS OF CAPACITY FOR INDEPENDENT LIVING

The permanent and total inability to perform independently at least two of the specified **Activities of Daily Living**.

Loss of Capacity for Independent Living applies until the **Cover Cease Date** as stated in **box 9**.

(21) LOSS OF LIMBS

The total and permanent loss of the use of:

- (i) Both hands; or
- (ii) Both feet; or
- (iii) One hand and one foot.

(22) LOSS OF LIMBS AND/OR SIGHT

The total and permanent loss of the use of:

- (i) One hand and the sight of one eye; or
- (ii) One foot and the sight of one eye.

(23) LOSS OF SPEECH

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

(24) MAJOR HEAD INJURY

A cerebral injury caused by external trauma which results in permanent neurological deficit and causes either:

- At least 25% permanent impairment of whole person function; or
- The permanent inability to perform independently at least one of the specified **Activities of Daily Living**.

(25) MAJOR ORGAN TRANSPLANT

The receipt of a transplant of human bone marrow or one of the following whole human organs: heart, lung, liver, kidney, pancreas or small bowel.

**Medically
acquired HIV**

(26) MEDICALLY ACQUIRED HIV

Medically acquired HIV is the accidental infection with HIV after the start of this plan, which in our opinion arose from one of the following medically necessary events which must have occurred to you, by the act of a recognised and registered health professional:

- A blood transfusion;
- Transfusion with blood products;
- Organ transplant to the **Person Insured**;
- Assisted reproductive techniques; or
- Any other medical procedure or operation performed by a doctor.

Notification and proof of the incident will be required via a statement from the appropriate Statutory Health Authority (from within the country where the incident occurred) that the infection is medically acquired. HIV infection transmitted by any other means including sexual activity or recreational intravenous drug use is specifically excluded. Any incident occurring outside New Zealand or Australia, giving rise to a potential claim, must be reported to us within thirty days of the incident and must be supported by a negative HIV antibody test taken within seven days of the incident. All evidence provided must be acceptable to us.

This benefit will not apply and no payment will be made under The **Policy** where a cure has become available prior to the accident causing the infection. 'Cure' means any New Zealand Government approved treatment which renders the HIV inactive and non-infectious.

Meningitis

(27) MENINGITIS

The unequivocal diagnosis of meningitis where the condition is characterised by severe inflammation of the meninges of the brain, causing either:

- at least 25% permanent impairment of whole person function; or
- the permanent inability to perform independently at least one of the specified **Activities of Daily Living**.

**Motor neurone
disease**

(28) MOTOR NEURONE DISEASE

The unequivocal diagnosis of Motor Neurone Disease by a consultant neurologist (amyotrophic lateral sclerosis, primary lateral sclerosis, spinal muscular atrophy or progressive bulbar palsy) and confirmed by neurological investigations.

**Multiple
sclerosis**

(29) MULTIPLE SCLEROSIS

The unequivocal diagnosis of Multiple Sclerosis certified by a consultant neurologist and where there is an associated neurological deficit resulting in either:

- at least 25% permanent impairment of whole person function; or
- the permanent inability to perform independently at least one of the specified **Activities of Daily Living**; or
- the **Person Insured** being assigned a 7.5 or higher score on the Kurtzke Expanded Disability Status Scale (EDSS) by a consultant neurologist.

Muscular dystrophy

Occupationally acquired HIV infection

Out of hospital cardiac arrest

Paraplegia

Parkinson's disease

Pneumonectomy

Primary pulmonary hypertension

(30) MUSCULAR DYSTROPHY

The unequivocal diagnosis of Muscular Dystrophy certified by a consultant neurologist and where there is an associated neurological deficit resulting in either:

- At least 25% permanent impairment to whole person function; or
- The permanent inability to perform independently at least one of the specified **Activities of Daily Living**.

(31) OCCUPATIONALLY ACQUIRED HIV INFECTION

Infection with the Human Immunodeficiency Virus (HIV) which resulted from an accident occurring whilst the Life Insured was carrying out the normal duties of his or her usual occupation. No payment will be made unless all the following are proven to AMP's satisfaction:

- Proof of the accident giving rise to the infection;
- Proof that the accident involved a definite source of the HIV infection; and
- Proof of sero-conversion from HIV negative to HIV positive occurring during the 180 days after the documented accident. HIV infection resulting from any other means including sexual activity and the use of intravenous drugs is specifically excluded.

This benefit will not apply and no payment will be made under **The Policy** where a Cure has become available prior to the accident causing the infection. 'Cure' means any New Zealand Government approved treatment which renders the HIV inactive and non-infectious.

(32) OUT OF HOSPITAL CARDIAC ARREST

Means cardiac arrest that is the sudden breakdown of the heart's pumping function where it:

- is due to asystole or ventricular fibrillation, and
- is not associated with any clinical procedure, and
- is documented by electrocardiographic (ECG) changes, and
- occurs outside a hospital, ambulance or other medical facility.

(33) PARAPLEGIA

The total and permanent loss of use of the lower limbs due to injury or disease of the spinal cord or brain.

(34) PARKINSON'S DISEASE

The unequivocal diagnosis of Parkinson's Disease certified by a consultant neurologist and where there is an associated neurological deficit resulting in either:

- At least 25% permanent impairment of whole person function; or
- The permanent inability to perform independently at least one of the specified **Activities of Daily Living**.

(35) PNEUMONECTOMY

The excision of an entire lung when deemed medically necessary by an appropriate specialist and whose opinion is supported by our medical advisers.

(36) PRIMARY PULMONARY HYPERTENSION

Primary Pulmonary Hypertension with right ventricular enlargement established by investigations including cardiac catheterisation.

Quadriplegia

Severe burns

Stroke

Surgery of the aorta

(37) QUADRIPLEGIA

The total and permanent loss of use of the upper and lower limbs due to injury or disease to the spinal cord or brain.

(38) SEVERE BURNS

Full thickness burns to at least:

- 20% of the **Person Insured's** body surface area as measured by the Rule of Nines or the Lund & Browder Body Surface Chart; or
- 25% of the **Person Insured's** face requiring surgical debridement and/or grafting; or
- 50% of both the **Person Insured's** hands requiring surgical debridement and/or grafting.

(39) STROKE

A cerebrovascular incident that produces a sudden onset of neurological symptoms that persist for more than 24 hours. There must be resulting damage to the brain tissue that is clearly evidenced by:

- MRI or PET; or
- Angiogram; or
- Computerised Tomography (CT Scan); or
- Other reliable imaging techniques approved by **AMP**.

Excluded:

- Transient ischaemic attack;
- Cerebrovascular disorder of the eye or optic nerve;
- Symptoms due to migraine or headache; and
- Brain tissue damage caused by head injury.

(40) SURGERY OF THE AORTA

Surgery performed to correct any narrowing, dissection, or aneurysm of the thoracic or abdominal aorta but does not include angioplasty, intra-arterial procedures or other non-surgical techniques.

PROVIDED THAT if in the opinion of the Insurer advances in medical science since the **Commencement Date** have substantially reduced the seriousness of any of the foregoing **Traumas**, the Insurer may notify you that such **Trauma** shall from a date not earlier than the date of the notice cease to be a **Trauma** for the purpose of this **Policy**.

MEANING OF WORDS EXPRESSED

15.1 In this policy document and in the **Schedule** unless the context otherwise requires –

"Activities of Daily Living" means –

- (a) the ability to bathe or shower without assistance from another person;
- (b) the ability to dress and undress without assistance from another person;
- (c) the ability to use a toilet without assistance from another person;
- (d) the ability to get in and out of a bed or chair without assistance from another person;
- (e) the ability to control bowel and bladder function; and
- (f) the ability to eat and drink without assistance from another person.

"Amount of Trauma Benefit" in respect of an **Insured Person** and subject to clause 3 means the amount specified as shown in **box 4**. All monetary amounts are expressed in New Zealand currency.

"AMP" means AMP Life Limited ABN 84 079 300 379 (Incorporated in Australia) a wholly owned subsidiary of AMP Limited.

"Annual Review Date" means the date shown in **box 3** or such other date as is agreed between you and the Insurer from time to time.

"Automatic Acceptance Conditions" means the conditions shown in **box 5**.

"Automatic Acceptance Level" means the dollar amount (if any) shown in **box 6**.

"Commencement Date" means the date shown in **box 7**.

"Cover Cease Date" in respect of an **Insured Person** means the date shown in **box 9**.

"Eligibility Conditions" means the conditions described in **box 8**.

"Eligible Person" means a person who satisfies the **Eligibility Conditions**.

"Insured Person" means a person who has been accepted as such by the Insurer in accordance with clause 3.

"Policy" means the contract of insurance between you and the Insurer on the terms specified in this policy document.

"Policyholder" as specified in **box 2** of the **Schedule**.

"Proposal" means the proposal completed by you and delivered to the Insurer in respect of the **Policy** and includes the applications, certificates, statements, lists and information supplied to the Insurer by you or on your behalf and by or on behalf of each **Insured Person** from time to time.

Activities of Daily Living

Amount of Trauma Benefit

AMP

Annual Review Date

Automatic Acceptance Conditions and Level

Commencement Date
Cover Cease Date

Eligibility Conditions
Eligible Person

Insured Person

Policy

Policyholder

Proposal

Risk Acceptance Date

."Risk Acceptance Date" in respect of an **Insured Person** means the date with effect from which the **Insured Person** is accepted as such by the Insurer;

Schedule

"Schedule" means the **schedule** to this policy document, or if applicable the replacement schedule most recently issued to you by the Insurer in accordance with clause 13.1;

Special Terms

"Special Terms" apply to the extent that any Special Terms specified in the **Schedule** are inconsistent with any other provision of this policy document the Special Terms described in **box 12** shall prevail.

Trauma

"Trauma" Refer to **Part J** for a complete list of conditions covered.

you

"you" and "your" mean the **Policyholder** as specified in Box 2.