

# Group Life & Trauma Insurance



**Cover Wording**

Effective from 1 June 2023



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# Group Life & Trauma Insurance cover wording

This insurance cover wording describes the insurance cover provided by nib nz insurance limited to your employer. The insurance cover is for Terminal Illness, Death and Serious Illness Trauma.

## Find out what your insurance does and doesn't cover

This document explains how the insurance works, how to make a claim, and your responsibilities if you make a claim. Please read it carefully, as it's really important you understand it. While there's a lot of information, if you take time to read it now, you'll know what the insurance covers. Just as important – you'll also know what it doesn't cover.

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- 'We', 'us', 'our' means nib nz insurance limited.
- 'You', 'your' means an employee who meets the criteria to be an eligible employee under this insurance cover wording. If you've died, a reference to 'you' includes your estate, for the purposes of any claim based on things that happened before you passed away. You will also be named in the Welcome to Group Life & Trauma Insurance communication as the person who is covered.
- 'Your employer' means your employer at the relevant time.

## **Group Life & Trauma Insurance is provided by nib nz insurance limited**

Group Life & Trauma Insurance is provided by nib nz insurance limited to your employer.

You receive the benefit of the cover as provided in this insurance cover wording. nib nz insurance limited is the only organisation responsible for claims. nib nz limited, nib nz holdings limited, and your employer, do not guarantee the obligations of, or any products issued by, nib nz insurance limited.

## **Your employer is the policy holder and pays the premiums**

Group Life & Trauma Insurance is provided under a contract of insurance between your employer and us. Your employer pays the premiums for the cover, and your employer is the policy holder. There's no contract of insurance between you and us. However, if you die or receive a diagnosis that gives rise to a claim that we're obliged to pay under our contract with your employer, you're entitled to enforce our obligations in respect of that claim, as a third party beneficiary. All our other obligations under the contract of insurance are owed solely to your employer, and only your employer can enforce them.

Despite your entitlements as a third party beneficiary, we can change the terms of this insurance cover wording at any time as permitted by our contract with your employer, without the need to give you any notice or obtain your consent, although a change won't affect your entitlements in relation to any claim that arises before the change takes effect.

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# Group Life & Trauma Insurance at a glance

Please note that this 'Group Life & Trauma Insurance at a glance' section is a summary only. You need to read all the sections of this document to understand the full terms and conditions. If there's any conflict between this summary and the other parts of this insurance cover wording, the other parts take priority.

Cover under Group Life & Trauma Insurance will begin for eligible employees who are At Work and at Full Capacity on the start date of the contract of insurance. Eligible employees who are on Approved Leave, or At Work but not at Full Capacity, may have to meet some conditions before being fully covered (these are set out in the section 'When your cover starts' on page 6). For anyone else, cover will start from the first day they are At Work as an eligible employee and at Full Capacity.

- 'At Work' means working in your usual role for your employer at the relevant time and not on leave.
- 'Full Capacity' means you meet both the following criteria:
  - ◆ You're able to perform your usual duties for your employer without restriction or limitations due to illness or injury, and
  - ◆ You don't have any physical or mental health condition for which you receive or are entitled to receive income support benefits from any source including ACC, statutory disability benefits or other disability benefits.
- 'Approved Leave' means leave that you've previously applied for and had approved by your employer, before the period of leave began.

## Automatic acceptance

If you meet eligibility criteria set out in this insurance cover wording, you're covered in accordance with the terms set out in your Welcome to Group Life & Trauma Insurance communication automatically, without the need to go through any application or assessment process. However, we may update this insurance cover wording at any time to require an application or assessment process as part of becoming an eligible employee. These requirements may apply generally, or they may apply only for individuals that meet certain criteria, or they may limit the cover benefits available to someone who becomes an eligible employee until they have been assessed and accepted by us through our process. Any changes won't impact you, if you have already joined.

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## Cover benefits

In summary, here's how Group Life & Trauma Insurance works:

**Life cover** – pays a lump sum of money if the person insured dies, or is diagnosed as terminally ill and expected to die within the next 12 months. The amount of your Life cover will be listed on your Welcome to Group Life & Trauma Insurance communication.

**Serious Illness Trauma cover** – pays a lump sum of money if the person insured is diagnosed with a defined medical condition, such as severe cancer or a severe heart attack. The amount of your Serious Illness Trauma cover will be listed on your Welcome to Group Life & Trauma Insurance communication.

## You can apply for additional cover with Life & Living Insurance

You can apply for additional Life cover and Serious Illness Trauma cover if you want to, through a separate Life & Living Insurance policy from us. You'll need to pay the premiums at your own expense. This application includes personal lifestyle and medical questions and will be assessed by us. Speak to your financial adviser about additional cover and they can provide you with advice and a quote. The decision whether to approve or decline an application is entirely up to us.

## Let your family or representatives know about this cover

You may like to tell your lawyer, your family, or the executor of your will about the cover described in this insurance cover wording, in case it is ever necessary for them to make a claim on your behalf.

## This insurance cover is made in New Zealand

The law of New Zealand applies to all claims under this insurance cover wording. You and we both accept the authority of the New Zealand courts in relation to any disputes relating to any claim under this insurance cover wording.

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## Eligible employees

The cover under this insurance cover wording is available only to eligible employees. The criteria for who is an eligible employee have been set by your employer by agreement with us.

Eligible employees are defined as follows:

- As an employee, to be eligible you must be:
  - ◆ employed on a permanent employment contract by your employer, in a salaried role, under a contract that requires you to work at least 16 hours a week
  - ◆ aged to 18 to 64
- However, you aren't eligible if you've opted out of Group Life & Trauma Insurance by notifying your employer in writing. If you later notify your employer in writing that you would like to opt in again, you'll then be an eligible employee if you also meet the other criteria above.

If your required hours are reduced to less than 16 hours a week (either permanently or temporarily), you'll cease to be an eligible employee until they are increased again to at least 16 hours a week.

By agreement with us, your employer can change the criteria as to which of their employees is eligible for this cover at any time without notice.

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## When your cover starts

If you're an eligible employee At Work and at Full Capacity, or an eligible employee on Approved Leave for any reason other than illness, injury or any other physical or mental health condition, your cover starts on the start date of the contract of insurance.

If you're an eligible employee but on that date you're either not At Work due to illness, injury or any other physical or mental health condition, or you're At Work though not at Full Capacity, then your cover starts on the start date of the contract of insurance, but your cover may initially be limited as outlined below.

For anyone else, your cover starts on your first day At Work as an eligible employee at Full Capacity after the start date of the contract of insurance.

If the start date of the contract of insurance is one of your weekly days off, but you were At Work on the last day prior to the contract of insurance that is part of your normal working week, then for the purposes of determining when your cover starts, you'll be treated as if you had been At Work on the start date of the contract of insurance.

- 'At Work' means working in your usual role for your employer at the relevant time and not on leave.
- 'Full Capacity' means you meet both the following criteria:
  - ◆ You're able to perform your usual duties for your employer without restriction or limitations due to illness or injury, and
  - ◆ You don't have any physical or mental health condition for which you receive or are entitled to receive income support benefits from any source including ACC, statutory disability benefits or other disability benefits.
- 'Approved Leave' means leave that you've previously applied for and had approved by your employer, before the period of leave began.

If when your cover starts you're either not At Work due to illness, injury or any other physical or mental health condition, or you're At Work though not at Full Capacity, then you'll have only limited cover until you've completed 30 consecutive working days At Work at Full Capacity.

This means we're not required to pay any claim based on a death or diagnosis that occurs during the period of limited cover, if the death or the condition diagnosed is directly or indirectly caused or contributed to by a Pre-Existing Medical Condition or by a self-inflicted act.

- 'Pre-existing Medical Condition' means any injury or illness, sickness, degenerative condition, signs, symptoms or other bodily or mental health condition, that existed or was diagnosed, or for which you should reasonably have sought advice or treatment, at or before the date your cover started. For this purpose, 'mental health condition' includes any stress, state of anxiety, insomnia, lethargy or depression, and also any effects of 'self-isolation' due to a known exposure or potential exposure to an infection risk.



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## When your cover ends

Your cover under this Group Life & Trauma Insurance will end on the date of whichever of the following happens first:

- You cease to be an eligible employee
- Your 65th birthday
- Your death
- You're diagnosed with a Terminal Illness that entitles you to claim under this insurance cover wording,
- The cover is withdrawn by agreement between us and your employer
- Our contract with your employer for the Group Life & Trauma Insurance comes to an end.

This won't affect a claim or right to claim that arose before the cover ended.

## Employer Approved Leave

Your cover will continue while you're on Approved Leave (paid or unpaid, for any reason), for a continuous period of up to 12 months, so long as:

- You have a documented agreement with your Employer of a return to work date
- You're At Work at Full Capacity on your last scheduled working day before the Approved Leave begins
- You're still an eligible employee
- Your cover hasn't been ended under any other term of this insurance cover wording.

Your cover will be suspended for any period of leave beyond the first 12 months. Your cover will also be suspended for any period of leave or other absence that does not meet the criteria above. No claim will be paid in relation to events that occur while your cover is suspended. In these cases your cover will resume only on your first day back At Work as an eligible employee at Full Capacity. Your cover won't resume if it has been ended under another provision of this insurance cover wording.

## Worldwide cover

Insurance cover under this Group Life & Trauma Insurance is provided 24 hours a day, 7 days a week regardless of where you're located.

If you're making a claim while overseas there may be some additional requirements, such as providing supporting medical evidence to our satisfaction or returning to New Zealand for treatment. If this happens, you'll need to meet these requirements at your own cost. If you don't meet these requirements, we may decline your claim.

This cover doesn't extend to an eligible employee who has travelled to or from destinations which are 'extreme' or 'high' risk as listed on the New Zealand Government website at [www.safetravel.govt.nz](http://www.safetravel.govt.nz).

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# Claims

## Phone us to make a claim

If you wish to make a claim, please phone 0800 33 66 88 as soon as possible.

## We need you to give us information so we can assess your claim

We will ask you to provide us with information we reasonably need to assess your claim. This will include medical information. You must pay the cost of providing this initial information. We'll pay any extra cost if we require further medical evidence in order to assess your claim.

We'll need authority from you to ask others for some personal information, for example your Doctor or other health providers. This information will only be what we reasonably require to assess or manage your claim.

We'll also need authority from you to disclose any information in connection with your claim to other parties, if we reasonably think that's necessary or appropriate to deal with your claim. Other parties include any reinsurer, employer, doctor, hospital, your financial adviser where your employer purchased the policy through an adviser, or any other individual who you grant authority to access information on your behalf.

We won't share any medical information we've been provided with your employer unless you've given your approval to do so. Your approval is not required if you've died.

Assessment of your claim may be delayed if you don't provide the information and authorities we need as outlined above. Unless the law says otherwise, we can decline your claim if this delay adds up to six months or more.

Your employer doesn't have access to our claims management system.

## It's important to be truthful and accurate

If you make a fraudulent or dishonest claim, we'll decline the claim. If we make a claim payment and learn later that the claim was a fraudulent or dishonest claim, we can require you to refund us whatever we paid you.

We rely on the information you give us in assessing a claim. We may require you to refund any claim payments if we discover information we should've been given that means we wouldn't have paid your claim. This is additional to our rights above, but only applies if you:

- gave us information that is incorrect or incomplete, or
- knew about but didn't provide us with information that would have been relevant to our assessment of your claim.

Our rights above don't take away from any other rights we may have under law.

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## **You must notify us as soon as possible and no later than six months if you have a claim**

You or your estate must notify us of any claim as soon as possible, and at most within six months of when it first became legally possible for you to make that claim under this insurance cover wording. If your late notification of a claim means that information we reasonably require to assess the claim is no longer available, then we may decline the claim unless the law says otherwise.

## **We pay claims in New Zealand dollars**

All amounts we pay for a claim will be in New Zealand dollars.

## **Taxation**

If you receive a payment under this insurance cover wording, we strongly recommend you take independent advice on how you should treat the payment for tax purposes.

Payments made for claims under a life insurance policy or serious illness trauma insurance policy are generally not subject to income tax. However, you're responsible for obtaining independent advice and treating the claims payment correctly for tax purposes, which may require you to file an income tax return with Inland Revenue for the tax year you receive a claims payment.

Neither your employer nor we can advise you on how your claim payments will be treated for tax purposes. Please obtain independent advice if you're in any doubt as to the tax treatment of claims payments you receive under this insurance cover wording.

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# Life cover

## How Life cover works

If during your cover under this insurance cover wording you die or are first ever diagnosed with a Terminal Illness, we'll pay the lump sum amount insured set out in your Welcome to Group Life & Trauma Insurance communication. The overall maximum we will pay under this benefit is capped to \$1 million.

We won't pay more than once under this Life cover benefit. If you're diagnosed as Terminally Ill before your cover started, you won't be eligible for a Terminal Illness benefit.

- 'Terminal Illness' or 'Terminally Ill' means an illness or injury that's expected to lead to death within 12 months. This means 12 months even with the best medical or surgical treatment available in New Zealand. Two appropriate Medical Specialists must confirm this prognosis. The 12 months is measured from the time of that confirmation.
- 'Medical Specialist' means a qualified medical practitioner who is vocationally registered in a relevant specialty and approved by us. The Medical Specialist cannot be you or an immediate family member or business partner of you.
- 'Salary' means your annual contracted base remuneration for performing your role with your employer. Your remuneration is calculated before tax, KiwiSaver, or any other deductions are made. It doesn't include any overtime, bonus or other benefit entitlements. If you aren't working full time, your remuneration is the proportion of full time equivalent remuneration you're entitled to receive for your current hours, not the amount you would be entitled to receive if you were working full time. For this purpose, we will use the same annual Salary level that was used by your employer to determine your most recent Salary payment prior to the date of death or the date your Terminal Illness prognosis was confirmed as required by this insurance cover wording.
- 'Approved Leave' means leave that you've previously applied for and had approved by your employer, before the period of leave began.

## Who we'll pay

Where we pay a claim under this Life cover benefit, we'll pay you, or your estate if you have died.

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## When Life cover ends

Your cover will end on the date of whichever of the following happens first:

- You're diagnosed with a Terminal Illness that entitles you to claim under this cover
- You die
- You cease to be an eligible employee
- Your 65th birthday
- You commence service in the armed forces of any country or organisation (other than the New Zealand Armed Forces Reserve)
- Cover is withdrawn by agreement between us and your employer
- Our contract with your employer for the Group Life & Trauma Insurance comes to an end.

This won't affect a claim or right to claim that arose before the cover ended.

## Serious Illness Trauma cover

### How Serious Illness Trauma cover works

If during your cover under this insurance cover wording you're first ever diagnosed with one of the defined medical conditions below, then subject to the limits below, we'll pay the lump sum amount insured set out in your Welcome to Group Life & Trauma Insurance communication. The amount will depend on the type of condition you're diagnosed with and is subject to an overall limit set out in your Welcome to Group Life & Trauma Insurance communication.

### Who we'll pay

Where we pay a claim under this Serious Illness Trauma cover, we'll pay you.

### Payment is based on the severity of defined medical conditions

Depending on the severity of the defined medical condition, we'll pay all or part of the amount insured, as outlined in more detail below.

- The 'amount insured' is normally the amount shown in your Welcome to Group Life & Trauma Insurance communication for Serious Illness Trauma cover as at the time the relevant condition is diagnosed. However, the 'amount insured' may reduce automatically in certain circumstances, as outlined below.

### How the amount insured can automatically reduce

When your cover starts, your amount insured is \$20,000. Whenever a defined medical condition is first diagnosed that permits you to claim under this cover, the amount insured available for later claims from you is reduced by the amount we're required to pay for the current claim.

For example, you start with an amount insured of \$20,000. Let's say you're then first diagnosed with a low severity medical condition that means you can claim for \$5,000. This would automatically reduce the 'amount insured' by \$5,000 for any later claims. So immediately after the diagnosis, the 'amount insured' available for later claims would be \$15,000.

## How you're paid for low severity events

You'll be paid once for the first low severity cancer diagnosis, and once for the first low severity cardio-vascular diagnosis. You're not covered for any additional low severity diagnosis. The payment for a low severity diagnosis is \$5,000.

## How you're paid for high severity events

You'll be paid for only one high severity event. The single payment will be 100% of the remaining amount insured. Your Serious Illness Trauma cover will end immediately if you have a diagnosis permitting you to claim for a high severity event, meaning you can make no further claims.

## What low and high severity events are covered

The table below lists the medical conditions covered. The specific definition of each medical condition is included in the wording further below.

	Low severity	High severity
Cancer	Carcinoma in situ of the breast Carcinoma in situ of the female organs Carcinoma in situ of the male organs Early stage melanoma Early stage prostatic cancer	Malignant cancer
Cardio-vascular	Moderate heart attack Coronary artery angioplasty – single or double vessel	Severe heart attack Coronary artery angioplasty – triple vessel Coronary artery bypass surgery Stroke
Other serious medical conditions		Advanced Alzheimer's, Advanced Dementia, Advanced Motor Neurone disease, Advanced Multiple Sclerosis, Advanced Muscular Dystrophy, Advanced Parkinson's disease, Aplastic Anaemia, Blindness, Chronic liver disease, Chronic lung disease, Chronic renal failure, coma, Encephalitis, loss of speech, Major organ transplant, Paralysis, Pneumonectomies, Severe burns, medical conditions resulting in the permanent inability to perform two or more 'activities of daily living' without requiring assistance from another person.

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## When Serious Illness Trauma cover ends

Your cover will end on the date of whichever of the following happens first:

- You're diagnosed with a high severity event
- You're diagnosed with a Terminal Illness that entitles you to claim under the Life Cover benefit above
- You die
- Your 65th birthday
- You cease to be an eligible employee
- The cover is withdrawn by agreement between us and your employer
- Our contract with your employer for the Group Life & Trauma Insurance comes to an end.

This won't affect a claim or right to claim that arose before the cover ended.

## You're not covered in some circumstances

You're not covered if:

- you die within 14 days of the diagnosis of the defined medical condition, or
  - a criminal act by you, has caused or contributed to the medical condition.
- 'Criminal act' or 'criminal activity' means conduct that is an offence, where the maximum punishment allowed by law for that type of offence is a prison sentence or a sentence of home detention. This includes any conduct that meets the legal requirements for such an offence, even if the conduct does not result in any charges or convictions. It is not necessary for the requirements to be proved beyond a reasonable doubt.

## Definitions of medical conditions

In this section we define the medical conditions eligible for Serious Illness Trauma cover. If a condition is not listed below, it's not covered. For cover to apply all the requirements of the relevant defined medical condition must be met.

We use medical terms in this section because they are necessary to describe the precise diagnosis.

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We may change these definitions in the future, as detailed under the heading 'We can change the Serious Illness Trauma cover details' below.

- Some of the medical definitions below refer to you requiring permanent assistance from another person with 'activities of daily living'. If you can perform the activity on your own by using special equipment, we won't treat them as requiring assistance from another person to perform that activity.
- Each of items 1-5 below counts as one 'activity of daily living':
  1. Bathing and showering
  2. Dressing and undressing
  3. Eating and drinking
  4. Maintaining continence with a reasonable level of personal hygiene
  5. Getting in and out of bed, a chair or wheelchair or moving from place to place by walking, wheelchair or walking aid.
- Some of the medical definitions below refer to a 'Medical Specialist'. This means a qualified medical practitioner who is vocationally registered in a relevant specialty and approved by us. The Medical Specialist cannot be you, or an immediate family member or business partner of you.

### **Advanced Alzheimer's**

Means the unequivocal diagnosis of Alzheimer's disease of a specific severity, which must confirm permanent irreversible failure of brain function for which no other recognisable drug, alcohol or chemical abuse has been identified as contributing to the condition. A Mini-Mental State Examination score of 23 or less is required, or an equivalent test. The diagnosis is confirmed by an appropriate Medical Specialist in psychogeriatrics, psychiatry, neurology or geriatrics.

### **Advanced Dementia**

Means unequivocal diagnosis of permanent and irreversible failure of brain function with significant cognitive impairment confirmed by a consultant neurologist. A Mini-Mental State Examination score of 23 or less is required, or an equivalent test. The diagnosis is confirmed by an appropriate Medical Specialist in psychogeriatrics, psychiatry, neurology or geriatrics.

### **Advanced Motor Neurone disease**

Means unequivocal diagnosis of Motor Neurone disease diagnosed by a consultant neurologist. You must have also sustained a neurological deficit causing at least 25% permanent impairment of whole person functioning\* or requiring permanent assistance from another person to perform one or more of the activities of daily living. The whole person functioning\* must be assessed by a neurologist.

### **Advanced Multiple Sclerosis**

Means the unequivocal diagnosis by a consultant neurologist of Multiple Sclerosis causing permanent neurological damage. You must have at least 25% permanent impairment of whole person functioning\* that is permanent for a continuous period of at least 90 days. The whole person functioning must be assessed by a neurologist. Diagnosis must be supported by confirmatory neurological investigations, for example, lumbar puncture, evoked visual responses, evoked auditory responses, and MRI evidence of lesions in the central nervous system.

\*As defined in the current American Medical Association publication 'Guides to the Evaluation of Permanent Impairment'.



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### **Advanced Muscular Dystrophy**

Means unequivocal diagnosis of muscular dystrophy diagnosed by a consultant neurologist leading to at least 25% permanent impairment of whole person functioning.\* The whole person functioning must be assessed by a neurologist.

### **Advanced Parkinson's disease**

Means the unequivocal diagnosis of Idiopathic Parkinson's disease by a Medical Specialist who is a neurologist. You must have also sustained a neurological deficit causing at least 25% permanent impairment of whole person functioning\* or requiring permanent assistance from another person to perform one or more of the activities of daily living. The whole person functioning must be assessed by a neurologist.

### **Aplastic Anaemia**

Means bone marrow failure over a period of at least two months, which results in anaemia, neutropenia and thrombocytopenia confirmed by a Medical Specialist requiring treatment of one of blood product transfusion; marrow-stimulating agents; immunosuppressive agents; or bone marrow transplantation. Aplastic anaemia must be confirmed by a Medical Specialist.

### **Blindness**

Means the total and permanent irreversible loss of sight in both eyes, whether aided or unaided. This must be evidenced by a visual acuity less than 6/60 in both eyes after correction and be provided by an ophthalmologist.

### **Carcinoma in situ of the breast**

Means a focal autonomous new growth of carcinomatous cells within the breast which hasn't yet resulted in the invasion of normal tissues. 'Invasion' means an infiltration and/or active destruction of normal tissue beyond the basement membrane. The tumour must be classified as Tis according to the TNM staging method. Medically necessary complete removal of the breast (mastectomy) will be assessed under the malignant cancer definition.

### **Carcinoma in situ of the female organs**

Means a focal autonomous new growth of carcinomatous cells within the:

- cervix-uteri
- corpus-uteri
- fallopian tubes (the tumour must be limited to the tubal mucosa)
- ovary
- vagina, or
- vulva

which hasn't yet resulted in the invasion of normal tissues.

'Invasion' means an infiltration and/or active destruction of normal tissue beyond the basement membrane. The tumour must be classified as Tis according to the TNM staging method.

\*As defined in the current American Medical Association publication 'Guides to the Evaluation of Permanent Impairment'.

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### **Carcinoma in situ of the male organs**

Means a focal autonomous new growth of carcinomatous cells within the:

- penis
- testes, or
- perineum

which hasn't yet resulted in the invasion of normal tissues.

'Invasion' means an infiltration and/or active destruction of normal tissue beyond the basement membrane. The tumour must be classified as Tis according to the TNM staging method.

### **Chronic liver disease**

Means end-stage liver failure resulting in permanent jaundice, ascites, and/or encephalopathy confirmed by a Medical Specialist. Liver disease arising from drug and alcohol abuse is specifically excluded.

### **Chronic lung disease**

Means end-stage chronic respiratory failure as diagnosed by an appropriate Medical Specialist in respiratory disease. The result of the respiratory failure requires permanent continuous oxygen therapy and you have a FEV 1 test result of less than 1 litre.

### **Chronic renal failure**

Means the kidneys have reached the end-stage of renal disease resulting in chronic irreversible failure of the kidneys to function, as a result of which regular renal dialysis is instituted or transplantation performed. This must be confirmed by a Medical Specialist.

### **Coma**

Means a state of unconsciousness, unarousable and unresponsive to external stimuli, persisting continuously for at least 72 hours, requiring the use of life-support systems. Medical induced coma and coma arising from drug and alcohol abuse are specifically excluded.

### **Coronary artery angioplasty – single or double vessel**

Means undergoing of angioplasty to one or two coronary arteries, to treat coronary artery disease. Angiographic evidence is required to confirm the need to undergo this procedure.

### **Coronary artery angioplasty – triple vessel**

Means the undergoing of angioplasty on three or more coronary arteries (namely the left anterior descending, left circumflex, right coronary artery) in the same procedure to correct a narrowing or blockage.

### **Coronary artery bypass surgery**

Means the undergoing of coronary artery bypass surgery for the treatment of coronary artery disease that a Medical Specialist considers is the appropriate and necessary treatment.

### **Early stage melanoma**

Means the presence of one or more malignant melanomas. The melanoma is less than Clark Level 3 and less than 1.5mm Breslow thickness, and showing no signs of ulceration as determined by histological examination. The malignancy must be characterised by the uncontrolled growth and spread of malignant cells and the invasion and destruction of normal tissue. Tumours which are histologically described as pre-malignant (including Lentigo Maligna) are excluded.

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## **Early stage prostatic cancer**

Means a prostate tumour that is histologically described as having:

- a TNM classification T1 (or any equivalent or lesser classification), or
- a Gleason score of 5 or less

The removal of the entire prostate will be assessed under the malignant cancer definition.

## **Encephalitis**

Means the unequivocal diagnosis of severe inflammatory disease of the brain diagnosed by an appropriate Medical Specialist. You must have also sustained a neurological deficit causing at least 25% permanent impairment of whole person functioning\* or requiring permanent assistance from another person to perform one or more activities of daily living. Encephalitis arising from drug and alcohol abuse is specifically excluded.

## **Loss of speech**

Means the inability to produce intelligible speech, due to sickness or injury. This loss must be total and permanent (irreversible) as assessed three months after the event by an appropriate Medical Specialist. Loss of speech related to any psychological cause is excluded.

## **Major organ transplants**

Means the placement on the major organ transplant waiting list in New Zealand or Australia, for a transplant from a human donor of one or more of the following organs: bone marrow, heart, intestine, kidney, liver, lung, pancreas, or small bowel. The transplant of all other organs, parts of organs or any other tissue transplant is excluded.

## **Malignant cancer**

Means positively and unequivocally diagnosed with histological or cytological evidence of the presence of one or more malignant tumours, including lymphoma (including Hodgkin's disease and non-Hodgkin's lymphoma disease), leukaemia, multiple myeloma and malignant bone marrow disorders, that are characterised by the uncontrolled growth and spread of malignant cells and the invasion and destruction of normal tissue

The following cancers are excluded:

- Tumours which are histologically described as pre-malignant or show the malignant changes of carcinoma in situ, including all categories of cervical dysplasia and/or cervical intraepithelial neoplasia,
- Carcinoma in situ of the breast unless you have a medically required mastectomy to remove the entire breast,
- Melanomas which are both less than 1.5mm Breslow thickness and less than Clark Level 3 depth of invasion,
- All hyperkeratosis and basal cell carcinomas, and squamous cell carcinomas of skin unless it has metastasized distally to other solid organs,
- Chronic lymphocytic leukaemia less than Rai stage 1,
- Papillary carcinoma of the thyroid unless having progressed to at least clinical classification T2N0M0, and
- Prostatic cancer which is TNM classification T1 or less and which has a Gleason score of 5 or less, unless it results in the medically required removal of the entire prostate.

\*As defined in the current American Medical Association publication 'Guides to the Evaluation of Permanent Impairment'.

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### **Moderate heart attack**

Means death of a portion of heart muscle arising from inadequate blood supply to the relevant area. The basis for diagnosis must be supported by evidence of the following clinical features being present and consistent with myocardial infarction (and not due to elective medical intervention):

- new electrocardiographic (ECG) changes, or
- rise and/or fall of Troponin I or Troponin T, with at least one value of Troponin I between 500ng/L and 2000.0ng/L or Troponin T between 25ng/L and 600ng/L.

If the above tests are inconclusive, we may, at our reasonable discretion, consider any other appropriate medical evidence in support of a diagnosis. Myocardial infarctions arising from elective percutaneous procedures are excluded.

### **Paralysis**

Means the total and permanent loss of use of one or more limbs resulting from spinal cord injury or disease, or from brain injury or disease. Included in this definition are paraplegia, tetraplegia, quadriplegia, diplegia, and hemiplegia.

### **Pneumonectomies**

Means the undergoing of surgery to remove an entire lung.

### **Severe burns**

Means full thickness burns to at least 20% of the body surface area; or 25% of the face or 50% of both hands, requiring surgical debridement and/or grafting.

### **Severe heart attack**

Means death of a portion of heart muscle arising from inadequate blood supply to the relevant area. The basis for diagnosis must be supported by evidence of the following clinical features being present and consistent with myocardial infarction and not due to medical intervention:

- new electrocardiographic (ECG) changes, and either a:
  - i. diagnostic elevation of cardiac enzymes CK-MB, or
  - ii. rise and/or fall of Troponin I or Troponin T, with at least one value of Troponin I greater than 2000.0ng/L or Troponin T greater than 600ng/L.

If these are inconclusive, we will consider a claim based on conclusive evidence that you have been diagnosed as having suffered a myocardial infarction, resulting in any one of the following:

- new pathological Q waves, or
- heart attack triggering ventricular fibrillation, or
- a permanent left ventricular ejection fraction of 40% or less, measured three or more months after the event.

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## Stroke\*

Means any cerebrovascular accident or incident producing acute neurological sequelae. This includes infarction of brain tissue, intracranial or subarachnoid haemorrhage, or embolisation from an extracranial source. The basis for diagnosis shall be supported by evidence on a Computerised Tomography (CT), Magnetic Resonance Imaging (MRI) or similar scan that a stroke has occurred and has resulted in permanent neurological deficit causing at least 10% permanent impairment of whole person function.\* The whole person functioning must be assessed by a neurologist. Transient ischaemic attacks, cerebral events due to reversible neurological deficits, migraine, hypoxia or trauma and vascular disease affecting the eye, optic nerve or vestibular functions are excluded.

## Medical condition resulting in the permanent inability to perform two or more 'activities of daily living' without requiring assistance from another person

Means due to a medical condition, you're permanently unable to perform two or more 'activities of daily living' without the physical assistance of someone else. If you can perform the activity on your own by using special equipment, we won't treat them as requiring assistance from another person to perform that activity.

Each of the items 1-5 below counts as one 'activity of daily living':

1. Bathing and showering
2. Dressing and undressing
3. Eating and drinking
4. Maintaining continence with a reasonable level of personal hygiene
5. Getting in and out of bed, a chair or wheelchair or moving from place to place by walking, wheelchair or walking aid.

## We can change the Serious Illness Trauma cover details

We can change the Serious Illness Trauma cover definitions and add or remove medical conditions covered. We can also change whether medical conditions are high severity or low severity.

We'll only do this where we reasonably consider it necessary to protect our legitimate business interests. For example, we may do this where changes in medical practice significantly reduce the impact of a medical condition on people who have it. Another example could be if it becomes more difficult or expensive for us to provide the cover.

Reasons for this might include, among other things:

- medical research
- health or population trends
- changes in medical practice
- medical advances mean detection of some conditions occur earlier in their development, or
- changes in the causes or prevalence of particular medical conditions.

If we make this type of change, it will apply to all eligible employees under this Group Life & Trauma Insurance. We'll give your employer at least 60 days' notice of any changes, and the date they'll apply from. It's up to your employer to communicate the change to you, and any failure to do so will not stop the change taking effect. Any change won't affect a claim or right to claim that arose before the date of the change.

\*As defined in the current American Medical Association publication 'Guides to the Evaluation of Permanent Impairment'.

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# Continuation of Cover Option

When you leave the employment of your employer and are no longer an eligible employee, your cover under the Group Life & Trauma Insurance will end.

However, if you meet the criteria below, you'll be entitled to apply for a continuation of cover option. Continuation of cover is a simple process to allow you to exercise an option to replace the Life cover and Serious Illness Trauma cover provided by Group Life & Trauma Insurance with similar benefits under our individual Life & Living Continuation Insurance. If you meet the criteria below, your application will be considered without any assessment of your health by our underwriters.

In order to take advantage of this option, you must apply within 60 days of leaving the employment of your employer.

## Criteria

You must meet all of the following criteria to our satisfaction:

- You've left the employment of your employer
- On the last day of your employment with your employer, you were an eligible employee, and either At Work at Full Capacity or on Approved Leave (see the 'When your cover starts' heading above for the meaning of "At Work", "Full Capacity" and "Approved Leave");
- You're not moving to another employer where you will be eligible for any other group insurance scheme provided by nib nz insurance limited;
- You're under the age of 60;
- No benefits for terminal illness, total and permanent disablement, trauma or income protection have been paid or are eligible to be payable to you under this or any other life insurance policy unless it is a redundancy benefit claim;
- No claim involving you is currently being assessed by us or in the process of a claim being paid under this insurance cover wording or any of our Life & Living policies;
- You've not been rejected for other life insurance coverage with us or another life insurance provider;
- No loss of income benefits have been paid to you or are eligible to be payable to you under ACC (Accident Compensation Corporation);
- You've not left your role with your employer due to illness or injury or any other mental or physical health condition;
- You're not commencing employment in an occupation considered by us to be an uninsurable risk under our Life & Living Insurance policy;
- The level of life insurance cover applied for is no greater than the level of life insurance cover that was available under this insurance cover wording on the last day you were an eligible employee.

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## **What it will cost**

The cost of the individual Life & Living Continuation Insurance cover will depend upon the factors such as the benefits chosen, gender, age, smoking status. When the application is completed an indication of the premium will be provided. If the application is accepted by us, the terms and conditions of the Life & Living Insurance will be as outlined in the relevant cover wording and schedule which will be provided to you.

## **Your application is subject to our approval**

The decision to approve or decline your application for continuation is entirely up to us. Similarly, the terms and pricing on which we offer you cover are entirely up to us. The benefit offered under this 'Continuation' section is that if you meet all the criteria above, your application will be considered without any assessment of your health by our underwriters.

## **You are insured only if your application is approved**

There is no insurance cover for the period between you ceasing to be an eligible employee and becoming insured under our Life & Living Continuation Insurance application, unless we clearly state otherwise in writing.

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# Making changes to this insurance cover wording

## We can change the Serious Illness Trauma cover

We can change certain aspects of this insurance cover wording for Serious Illness Trauma cover. This is set out under the heading 'We can change the Serious Illness Trauma cover details' in the Serious Illness Trauma section above.

## We can change the cover wording terms at our own initiative

We can also change this insurance cover wording:

- to extend or improve the cover, or
- to make changes that don't adversely affect the cover, or
- if we've made an unintended error or omission in the cover wording
- where we reasonably consider the change is necessary to:
  - ◆ comply with law, or
  - ◆ deal with the impact of a change in the law, or
  - ◆ deal with the impact of a change in interpretation of the law.

If we do this, we'll give your employer at least 60 days' notice, unless we reasonably consider that a shorter notice period is necessary to comply with law. It's up to your employer to communicate the change to you, and any failure to do so will not stop the change taking effect. A change of this kind will not affect any claim that arose before the change took effect.

This does not take away from any of our other rights to make changes as mentioned under the headings above.

## We can change the cover wording terms by agreement with your employer

We can also change this insurance cover wording by agreement with your employer. We don't need to give any notice to you of such a change. It's up to your employer to communicate the change to you, and any failure to do so will not stop the change taking effect. A change of this kind will not affect any claim that arose before the change took effect.



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# Other rights and obligations

## Other rights to decline a claim

Nothing in this insurance cover wording takes away from any other rights we may have under law to decline a claim.

## Making a complaint

We hope that you never have reason to complain. If you do, we'll do our best to work with you to resolve things. Our contact details are in the 'How to contact us' section. If you're not satisfied with the way we resolve any enquiry or complaint, you can contact the Insurance & Financial Services Ombudsman Scheme:

- Post: Insurance & Financial Services Ombudsman Scheme, PO Box 10-845, Wellington 6143; or
- Freephone: 0800 888 202; or
- Email: [info@ifso.nz](mailto:info@ifso.nz)

You can obtain more information about the Insurance & Financial Services Ombudsman Scheme by visiting their website at <https://www.ifso.nz/>

The Insurance & Financial Services Ombudsman Scheme is an independent body. Their services are available to you at no cost.

## Your claim's paid from a statutory fund

### The premiums are paid into, and your claims paid from, a statutory fund

This insurance agreement forms part of the nib nz insurance limited statutory fund. Under the Insurance (Prudential Supervision) Act 2010, life insurers are required to have a statutory fund for life insurance policies. This means your employer's premiums will be paid into this fund, and any claims paid will be paid from this fund.

## How to contact us

If you have questions, concerns or claim enquiries.

- Freephone 0800 33 66 88 between 8:30am and 5:00pm Monday to Friday
- Email [nibgroup@life@mjl.co.nz](mailto:nibgroup@life@mjl.co.nz)

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## How we may contact you

We may contact you:

- by phone
- by letter
- by email, if you've provided us with an email address
- by providing information to your employer for publication using internal communication channels
- through an online portal, if we've sent you a login for that portal, and/or
- through any other platform on which you agree to receive communications from us.

Where this insurance cover wording refers to a 'notice', this includes by any one of the communication methods listed above.





## Need help?

Call 0800 33 66 88  
Mon to Fri: 8:30am - 5:00pm