

financial protection /

# Your upgrade

**Your AXA insurance policy  
now has even more benefits**

Issue date:

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redefining / standards



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**This upgrade is applicable to the Concord Risk Protection Plan and the AXA Risk Protection Plan (on sale from 1 November 1997) for the following benefit types:**

- **Life Insurance**
- **Trauma Insurance**
- **Disablement Insurance**
- **Children’s Trauma Insurance**
- **Future Insurability Option**
- **Business Future Insurability Option**

## 1 Introducing your policy upgrade

In recognition and appreciation of your loyalty to AXA, we are delighted to be able to reward you with an upgrade to your insurance policy.

AXA is committed to continually improving our product range for customers, and this upgrade includes our very latest benefits, features and definitions that are designed to increase the protection provided to you through your insurance policy.

If you currently have Life, Trauma, Disablement or Children's Trauma Insurance, or a Future Insurability or Business Future Insurability Option, the changes outlined in this document will apply to your respective benefit(s).

You don't need to do anything to receive these improvements - your policy has been upgraded automatically.

You will notice that these policy upgrades provide some great improvements to your plan, including additional benefits, features and improved definitions. In addition, you retain your existing terms and conditions, and your premiums have not increased in relation to this upgrade.

You will also be pleased to know that any upgrades will be reviewed at claim time to ensure you are assessed using the applicable benefits, features or definitions that are best for you. This means that should a definition, feature or benefit from your original plan be more beneficial to you, you will still be eligible to claim under the conditions of your original plan.

### Existing medical conditions

You cannot make a claim on an upgraded definition, feature or benefit if a medical condition that has an effect on that claim existed before the date the upgrade became effective. Any exclusions or endorsements that applied to your insurance policy prior to the upgrade, will still apply after the upgrade.

### What do I need to do?

All you need to do is read the information included in this document to find out the great new features of your upgraded policy. We also suggest you place this information with your policy document for future reference.

### Who do I call if I have any questions?

If you have any questions about the changes to your policy, please call your Financial Adviser or call our friendly Call Centre team on **0800 ASK AXA (0800 275 292)**, who will be happy to answer any questions.

A disclosure statement is available from your financial adviser, on request and free of charge.

### Overview of the changes to your policy

From **11 June 2011** we have provided your existing policy with a range of new and updated benefits from our current on sale insurance product range. For each insurance policy or option you currently have that is being upgraded, you will receive all the upgraded benefits, features and definitions listed in the appropriate sections of this upgrade booklet, even if your current policy does not include those benefits, features or definitions.

All upgraded insurance plans and options will benefit from:

- the removal of the cap on Cost of Living Increases

**Life Insurance** plans will also benefit from:

- the removal of the Terminal Illness Benefit cap
- a new Funeral Expenses Benefit
- a new Financial Planning Benefit

**Trauma Insurance** plans will also benefit from:

- updated Trauma Insurance definitions
- new Trauma Insurance definitions including:
  - Adult Insulin Dependent Diabetes
  - Angioplasty Triple Vessel
  - Meningitis
  - Out of Hospital Cardiac Arrest
- Partial payments for less severe levels of impairment

**Disablement Insurance** plans will also benefit from:

- updated disability definitions
- a new Cognitive Impairment definition
- a new Unpaid Domestic Work definition
- a new Partial Payment Disability Benefit
- a new Waiver of Waiting Period Benefit

Some words in this document have a particular meaning. These 'defined terms' are shown in 'Upper Case' and their meaning is explained in the Definitions section or in your policy document.

## 2 General Conditions

If you have a policy that is included in this upgrade, the general conditions for your policy have been upgraded with the following improved definition.

### Cost of Living Increases

- A. In order to protect your Benefits against rises in the cost of living, you may have elected that the Benefits under an Insurance Component be inflation adjusted. Where you have done so the Schedule will show Cost of Living Increases for that Insurance Component as “Active”.
- B. If Cost of Living Increases for an Insurance Component is “Active” we will increase the Sum Insured and each Amount of Benefit for that Insurance Component on each Policy Anniversary by a rate which we determine taking into account rises in the Consumer Price Index. Except as stated in D. below, this rate will not be less than 3% per annum.  
  
The premium for the Insurance Component and the total annual premium will increase appropriately.
- C. You may decline the increase in each or any year.
- D. We reserve the right to restrict the amount of any increase or to not apply an increase at all if the total of all sums insured by us under the Policy and any other contract of insurance in respect of the Life Insured that are subject to increases based on rises in the Consumer Price Index exceeds the maximum we then allow.
- E. We will stop making Cost of Living Increases on the Policy Anniversary prior to the Life Insured’s 65th birthday.

### **3 Life Insurance**

If you currently have Life Insurance, your policy has been upgraded with the following improved definitions, features and/or new benefits.

#### **Funeral Expenses Benefit**

This Benefit provides the Policy Owner, your nominated beneficiaries or your estate with an advance payment of up to \$15,000.

If we pay an advance payment, the Life Insurance Benefit will be reduced by the amount paid for funeral expenses. An advancement of funeral expenses is payable on the receipt of the death certificate, or other proof of death that is acceptable to us. We will only pay the Funeral Expenses Benefit once under all Insurance Components or Options held by us.

The advance payment is not an admission of liability to pay the full Life Insurance Benefit.

#### **Financial Planning Benefit**

If we pay 100 per cent of the Benefit and you (or your nominated beneficiaries or estate) obtain a financial plan from a qualified financial adviser (or an adviser approved by us) within 6 months of us paying the benefit we will reimburse you the lesser of:

- \$1,500, or
- the actual cost incurred in obtaining the financial plan.

The payment of the Financial Planning Benefit will not reduce any other Benefit payable under this Insurance Component. We will only pay the Financial Planning Benefit once under all Insurance Components or Options held by us.

#### **Terminal Illness Benefit**

This Benefit is included under the Policy without any additional premium. It allows you to bring forward payment of all or part (at your option) of the amount that would otherwise become payable upon the death of the Life Insured if the Life Insured is diagnosed with a Terminal Illness.

This Benefit shall not be payable if the Date of Notification is less than 12 months before the Expiry Date of the Life Insurance Benefit under this Insurance Component.

## 4 Trauma Insurance

If you currently have Trauma Insurance, your policy has been upgraded with the following improved definitions, features and/or new benefits.

### Benefit Cease Age

The Life Insured is covered for the upgraded Trauma Benefits (within this brochure) under the Trauma Insurance component until the earlier of the Life Insured attaining age 70, or the Expiry Date of the Trauma Insurance Benefit as stated in the Life Insured's Policy Schedule (apart from Loss of Capacity for Independent Living, which applies to the earlier of the Life Insured attaining age 100, or the Expiry Date).

### Ninety Day Waiting Period

We will not make any payment under this Benefit if, within ninety days from its commencement, the Life Insured develops evidence of or attends a Medical Practitioner for any of the conditions highlighted as 'Conditions Subject to a Ninety Day Waiting Period'. The Trauma conditions marked with an \* are subject to a Ninety Day Waiting Period. For the purpose of this clause, 'commencement' means the latest of the Component Commencement Date and the date of any reinstatement of this Benefit.

### Partial Payment of Benefit

A partial payment of benefit becomes payable if the Life Insured suffers the following:

- (i) Adult Insulin Dependent Diabetes, Angioplasty, Partial Payment Cancer Condition, Alzheimer's Disease and other Dementias, Loss of Limbs, Loss of Limbs and Sight, Multiple Sclerosis and Muscular Dystrophy.
- (ii) Subject to paragraph (iii), the amount of the Benefit payable under this Insurance Component shall be 10% (or 25% where specified in the relevant definition) of the Sum Insured to a maximum Benefit of \$25,000 (or \$50,000, or \$100,000 where specified in the relevant definition).
- (iii) No additional partial payment shall be payable in respect of second or subsequent trauma by the Life Insured for any of the named conditions, in (i) above, except for Angioplasty and Partial Payment Cancer Condition (where a different listed Partial Payment Cancer Condition occurs).

- (iv) Notwithstanding anything to the contrary under the Policy, upon payment of a Benefit under this Insurance Component the insurance in respect of Major Trauma shall continue but the partial payment and Sum Insured shall be deemed to be reduced by the partial payment paid and the premium payable for this Insurance Component will be reduced accordingly.

### Trauma conditions

#### Adult Insulin Dependent Diabetes\*

Means the onset and first diagnosis, after the age of 30, of type 1 insulin dependent diabetes mellitus (IDDM) by an appropriate consultant specialist.

For this condition we will make a one-off partial payment of 10% of the Trauma Sum Insured up to a maximum of \$25,000 on the unequivocal diagnosis of type 1 insulin dependent diabetes mellitus (IDDM) by an appropriate specialist. The Trauma Sum Insured shall reduce by the amount of the payment.

#### Alzheimer's Disease and other Dementias

A partial payment will be made on the unequivocal diagnosis of Alzheimer's Disease or Dementia certified by a consultant neurologist resulting in a significant cognitive impairment for which no other recognisable cause has been identified. The partial payment will be a one-off payment based on 10% of the Trauma Sum Insured up to a maximum of \$25,000.

The remainder of the benefit shall be paid upon the condition resulting in a significant cognitive impairment to the extent that the Life Insured requires continual supervisory care. This must result 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.

Significant cognitive impairment is defined as a deterioration or loss of intellectual capacity as measured by clinical evidence and standardised testing.

#### Angioplasty\*

Means the medically necessary treatment of a coronary artery obstruction by balloon angioplasty, other catheter-based techniques, or endoscopic surgery, where at least one of the following criteria have been met:

- the obstruction is giving rise to impairment of ventricular function;

- the obstruction is giving rise to disabling symptoms; or
- the obstruction is associated with unstable angina pectoris or myocardial infarction.

For this condition, a partial payment of 25% of the Trauma Sum Insured to a maximum of \$50,000 is paid. We will pay you a benefit for angioplasty on more than one occasion provided that the procedures occur at least six months apart.

### 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.

### 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;
- Immunosuppressive agents.

### 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 Life Insured 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.

### 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.

### 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.
- 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.

Radical Surgery means, in respect of a diagnosed malignancy, an operation or surgery which:

- is intended to arrest the spread of the malignancy,
- involves the removal of the entire breast or organ affected by the malignancy, and
- is considered by a Medical Practitioner to be medically necessary to halt the spread of the malignancy<sup>^</sup>.

<sup>^</sup>Prophylactic surgery where there is a family history of breast cancer is specifically excluded.

### **Partial Payment Cancer Conditions\***

We will make a partial payment of 10% of the Trauma Sum Insured to a maximum of \$25,000 for the first instance of the following cancer conditions;

#### **Partial Payment Female Cancer Conditions**

- Diagnosis of carcinoma in situ of the breast, where the tumour is classified as TNM stage Tis. There is no requirement for the breast to be removed.
- Diagnosis of carcinoma in situ of the vulva, vagina or fallopian tube where by the tumour is classified as TNM stage Tis or FIGO stage 0.
- Diagnosis of carcinoma in situ of the cervix that is at TNM stage Tis or CIN 3 grading.

#### **Partial Payment Male Cancer Conditions**

- Diagnosis of prostate tumour classified as T1 (all categories) under the TNM classification system or of an equivalent classification where major interventionist therapy is not required.
- Diagnosis of Carcinoma in situ of the penis - where the tumour is classified as TNM stage Tis requiring surgical excision. The cancer cells do not penetrate the basement membrane nor invade the surrounding tissues.
- Diagnosis of Carcinoma in situ of the testicle - where the tumour is classified as TNM stage Tis in one or both testes. The cancer cells do not penetrate the basement membrane nor invade the surrounding tissues.

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

Where a partial payment is made for a Cancer condition, included in this definition of Partial Payment Cancer Conditions, the Trauma Sum Insured will be reduced by the amount paid. We will only pay a partial payment once for each specified Partial Payment Cancer Condition.

Following a partial payment we will make subsequent payments for other conditions meeting the definition of Cancer or Partial Payment Cancer Conditions, unless we have already made a payment for that particular Cancer condition. The total of all Benefits paid will not exceed the Trauma Sum Insured.

### **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 Liver Disease**

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

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

### **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.\*

*\*For the purpose of this definition, the criteria for requiring permanent supplementary oxygen will be an arterial blood oxygen partial pressure of 55mmol/L or less, whilst breathing room air, awake and at rest.*

### **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 Bypass 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;
- other non-surgical techniques.

### **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**

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

### **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**

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\***

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 life insured has unequivocally been diagnosed as having suffered a heart attack resulting in:

- 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.

### **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.

### **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.

### **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 Limbs**

The total and permanent loss of the use of:

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

A one-off partial payment of 10% of the Trauma Sum Insured up to a maximum of \$25,000 will be paid upon the total and permanent loss of the use of one limb.

### **Loss of Limbs and 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.

A one-off partial payment of 10% of the Trauma Sum Insured up to a maximum of \$25,000 will be paid upon the total and permanent loss of the use of one limb or the sight of one eye.

### **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.

### **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.

### **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**

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 Life 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 it 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**

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**

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**

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 Life Insured being assigned a 7.5 or higher score on the Kurtzke Expanded Disability Status Scale (EDSS) by a consultant neurologist.

We will make a one-off partial payment of 25% of the Trauma Sum Insured, up to a maximum of \$100,000 on the unequivocal diagnosis of Multiple Sclerosis by a consultant neurologist without the requirement to have a 25% impairment of whole person function or the inability to perform one Activity of Daily Living.

### **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.

We will make a one-off partial payment of 25% of the Trauma Sum Insured up to a maximum of \$100,000 on the unequivocal diagnosis of Muscular Dystrophy by a consultant neurologist without the requirement to have a 25% impairment of whole person function or the inability to perform one Activity of Daily Living.

### **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.

### **Paraplegia**

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

### **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.

### **Pneumonectomy**

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

### **Primary Pulmonary Hypertension**

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

### **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.

### Severe Burns

Full thickness burns to at least:

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

### 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 AXA.

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.

### 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.

*\* Conditions subject to a Ninety Day Waiting Period.*

### Exclusions and Qualified Risk Clauses

Major Trauma of the Life Insured will not include any condition which is directly or indirectly attributable to or consequential upon:

- (i) intentional self-injury or intentionally contracted infection or any attempt thereat; or
- (ii) an injury or illness which results directly or indirectly in the death of the Life Insured within fourteen days of the sustaining of that injury or diagnosis of that illness.

### Trauma Buy Back Option

If the Policy Schedule shows that you have selected this Option then the Policy Owner may restore the Life Insured's Sum Insured for Trauma Insurance to 100% of the level applying prior to the payment of a Trauma Benefit subject to the following conditions:

- (a) No further evidence of health will be required.
- (b) To exercise the Option you must notify us in writing within 30 days following the first anniversary (after 12 months) of the date of payment of the Trauma Benefit (the Option Date). If this Option is not exercised in that time, the Option will lapse.
- (c) Any special conditions, exclusions or loadings which were applied to the Trauma cover will be maintained and reflected in the restored Trauma cover policy and the rates as appropriate.
- (d) No Benefit will be payable under the restored Trauma cover policy if the Major Trauma claimed:
  - is the same as the original Trauma event; or
  - has occurred as a direct or indirect result of the original Trauma event; or
  - is a Stroke (including paralysis as a result of a cerebrovascular accident) and the original Trauma event was a Cardiovascular Related Illness; or
  - is a cardiovascular event and the original event was a Cardiovascular Related Illness.
- (e) The Trauma Insurance as restored will be based on the age of the Life Insured and premium rates at the time.
- (f) This Option can only be exercised if the payment of the Trauma Benefit was not a partial payment.

If you are subsequently diagnosed with a Major Trauma, we will pay a claim under the restored Trauma cover policy provided the event arose after the Trauma cover was reinstated, subject to any of the other conditions of this policy.

References to Cardiovascular Related Illness in the above sections means any of Coronary Artery Bypass Surgery, Heart Attack, Heart Surgery, Cardiomyopathy, Open Heart Surgery, Out of Hospital Cardiac Arrest, Primary Pulmonary Hypertension (as defined).

This Option cannot be exercised if after the payment of a Trauma Benefit the Life Insured becomes eligible for or receives a total and permanent disablement Benefit or terminal illness Benefit under your Policy prior to the Option Date.

This Option ceases at the Policy Anniversary preceding the Life Insured attaining age 70 or after the exercise of this Option.

## 5 Disablement Insurance

If you currently have Disablement Insurance, your policy has been upgraded with the following improved definitions, features and/or new benefits.

### Total and Permanent Disablement Definition

Total and Permanent Disablement of the Life Insured means:

A. The total and irrecoverable loss by the Life Insured of any of:

- the use of both hands,
- the use of both feet,
- the use of one hand and one foot,
- the sight of both eyes,
- the use of one hand and the sight of one eye, or
- the use of one foot and the sight of one eye.

This Part A applies until the earlier of the Life Insured attaining age 65, or the Expiry Date of this Disablement Insurance Benefit as stated on the Policy Schedule.

or

If you currently have **Any Occupation (or Standard) Disablement Insurance** the following Part B applies to you.

B. Bodily injury or disease which in our opinion:

- (i) for three consecutive months has prevented the Life Insured from following the business, occupation, or regular duties in which the Life Insured engaged in immediately before the onset of the injury or disease; and
- (ii) will prevent the Life Insured from ever engaging in any business, occupation, or regular duties for which the Life Insured is fitted by education, training and experience, that would enable the Life Insured to receive remuneration (however described) that is greater than 25% of the remuneration (however described) earned by the Life Insured over their last consecutive 12 month period of paid employment, and
- (iii) will, despite the Life Insured receiving medical or other treatment or rehabilitation, prevent the Life Insured from ever engaging in any business, occupation, or regular duty which is reasonable having regard to the Life Insured's education, training, experience and status, that would enable the Life Insured to receive remuneration (however described) that is greater than 25% of the remuneration (however described) earned by the Life Insured over their last consecutive 12 month period of paid employment.

For the purpose of this paragraph B it is immaterial whether an occupation or regular duty is paid or unpaid.

This Part B applies until the earlier of the Life Insured attaining age 65, or the Expiry Date of this Disablement Insurance Benefit as stated on the Policy Schedule.

If you currently have **Own Occupation Disablement Insurance** the following Part B applies to you.

B. Bodily injury or disease which in our opinion:

- (i) has prevented the Life Insured from performing the principal duties of his or her usual occupation for a continuous period of at least three months; and
- (ii) despite the Life Insured receiving medical or other treatment or rehabilitation, will continue to render the Life Insured unlikely to ever perform those duties or the principal duties of his or her own occupation. The definition of own occupation means the occupation that the Life Insured was last engaged in for 12 months immediately prior to becoming Totally and Permanently Disabled.

For the purpose of this definition:

- it is immaterial whether an occupation or regular duty is paid or unpaid; and
- only specified occupations determined by us from time to time will be accepted on application to include this Benefit as part of an Insurance Component; and
- the principal duties of the Life Insured's usual occupation will be assessed by reference to the typical duties of that occupation, as determined by us, rather than the duties particular to the Life Insured.

This Part B applies until the earlier of the Life Insured attaining age 65, or the Expiry Date of this Disablement Insurance Benefit as stated on the Policy Schedule.

or

C. The Life Insured must be permanently unable to perform independently two or more of the Activities of Daily Living. The Activities of Daily Living are specified to be the ability to perform the following:

- Bathing/showering;
- Dressing/undressing;
- Eating/drinking;
- Using the toilet to maintain personal hygiene;
- Getting in and out of bed, chair or wheelchair; or moving from place to place by walking, or a wheelchair or with a walking aid.

This Part C applies until the earlier of the Life Insured attaining age 100, or the Expiry Date of this Disablement Insurance Benefit as stated on the Policy Schedule.

or

D. If the Life Insured's usual work is unpaid domestic work and he or she is totally unable to perform that work for a continuous period of three months because of a bodily injury or disease and in our opinion after considering medical or other evidence, because of that injury or disease, the Life Insured is:

- unlikely ever to be able to perform all of his or her usual unpaid domestic work
- diagnosed by a registered Medical Practitioner as having a permanent disability
- unlikely to leave home unaided
- unlikely ever to be able to engage in any occupation and
- receiving regular medical attention from a registered Medical Practitioner.

This Part D applies until the earlier of the Life Insured attaining age 65, or the Expiry Date of this Disablement Insurance Benefit as stated on the Policy Schedule.

or

E. Cognitive impairment of the Life Insured that is, in our opinion after considering acceptable medical evidence, a permanent cognitive impairment of the brain requiring the Life Insured to be under continuous supervision by another adult person for at least three consecutive months and at the end of that three month period the Life Insured is likely to require ongoing continuous care and supervision by another adult person.

This Part E applies until the earlier of the Life Insured attaining age 65, or the Expiry Date of this Disablement Insurance Benefit as stated on the Policy Schedule.

### **Partial Payment Disability Benefit**

If the Life Insured suffers the total and permanent loss of the use of:

- One hand, or
- One foot, or
- The entire sight in one eye

we will pay the lower of:

- 10% of the Total and Permanent Disability Benefit, or
- \$25,000.

We will only pay this benefit once. After a Partial Payment Disability Benefit has been paid the Total and Permanent Disablement Benefit will be reduced by the amount paid and the premiums will reduce accordingly.

This Partial Payment Disability Benefit applies until the earlier of the Life Insured attaining age 65, or the Expiry Date of this Disablement Insurance Benefit as stated on the Policy Schedule.

### **Waiver of Waiting Period**

If the Life Insured is disabled based on the requirements of either B, D or E above the three month waiting period is waived if the injury or illness is due to:

- Alzheimer's and other dementias
- Cardiomyopathy
- Diplegia
- Hemiplegia
- Lung Disease
- Major Head Injury
- Motor Neurone Disease
- Multiple Sclerosis
- Muscular Dystrophy
- Paraplegia
- Parkinson's Disease
- Permanent Blindness
- Permanent Deafness
- Permanent Loss of Speech
- Primary Pulmonary Hypertension
- Quadriplegia
- Tetraplegia.

### **Limitation of Claim Period**

Any claim for a Benefit must be submitted to us within twelve calendar months immediately following either:

- (i) the loss of use of hands or feet or the loss of sight as specified in the definition of Total and Permanent Disablement Part A; or
- (ii) the expiry of the three months period specified in the definition of Total and Permanent Disablement Part B, D or E; or
- (iii) the loss of the ability to perform two or more Activities of Daily Living as specified in the definition of Total and Permanent Disablement part C; or
- (iv) the loss of use of a hand or foot or the loss of sight as specified in the Partial Payment Disability clause.

### **Exclusions and Qualified Risk Clauses**

Disablement of the Life Insured will not include any disablement which is directly or indirectly attributable to or consequential upon:

- Intentional self-injury, attempted suicide or intentionally contracted infection or any attempt at any of these; or
- Participation in a criminal act.

Any Benefit payable under the Disablement portion of this Insurance Component in excess of \$3,000,000 will only be payable if the requirements of Part C of the definition of Total & Permanent Disablement are met.

## 6 Children's Trauma Insurance

If you currently have Children's Trauma Insurance, your policy has been upgraded with the following improved definitions, features and/or new benefits.

### Limitation of Claim Period

Any claim for this Benefit must be submitted to AXA New Zealand within six calendar months of the occurrence of Major Trauma.

### Ninety Day Waiting Period

We will not make any payment under this Benefit if, within ninety days from its commencement, the Life Insured develops evidence of or attends a Medical Practitioner for any of the Major Traumas listed. For this purpose of this clause, 'commencement' means the latest of the Component Commencement Date and the date of any reinstatement of this Benefit.

### Trauma conditions

#### 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;
- Immunosuppressive agents.

#### Cancer (Malignant Tumours)

The occurrence of an invasive malignant tumour. Included will be 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 requiring surgery that results in the removal of the entire breast and the surgery is considered medically necessary to halt the spread of the diagnosed malignancy<sup>^</sup>;
- prostate tumours classified as T1 (all categories) under the TNM classification system and/or of an equivalent or lower classification;
- 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 Ninety Day Waiting Period.

<sup>^</sup>*Prophylactic surgery where there is a family history of breast cancer is specifically excluded.*

#### 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.

#### 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.

#### Loss of Limbs

The total and permanent loss of the use of:

- Both hands; or
- Both feet; or
- One hand and one foot.

#### Loss of Limbs and Sight

The total and permanent loss of the use of:

- One hand and the sight of one eye; or
- One foot and the sight of one eye.

#### 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.

#### 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.

#### Paraplegia

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

### **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.

### **Severe Burns**

Third degree burns to 20% or more of the body surface or to the whole of the face or the whole of both hands requiring surgical debridement and/or grafting.

### **Subacute Sclerosing Panencephalitis**

The certain diagnosis of progressive Subacute Sclerosing Panencephalitis.

### **Viral Encephalitis**

The certain diagnosis of viral encephalitis and where there is an associated neurological deficit resulting in:

- 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.

## 7 Future Insurability Option

If you currently have the Future Insurability Option as part of your plan, your policy has been upgraded with the following improved definitions, features and/or new benefits.

### Purchase of Life Insurance

During certain periods while this Option is in force, you have the right to purchase Life Insurance. You can do this without having to give us any medical evidence about the Life Insured's occupations, pursuits, pastimes or place of residence.

You can exercise your right under this Option by adding or making increases to a Life Insurance Component under the Policy.

### Benefit Option

You can purchase Life Insurance once during each "Benefit Option Period".

The first Benefit Option Period commences 30 days prior to the later of:

- (i) The Option Anniversary preceding the Life Insured's 21st birthday, or
- (ii) The third Option Anniversary;

and ends 15 days after that Option Anniversary.

Thereafter Benefit Option Periods begin 30 days before every third subsequent Option Anniversary, and end 15 days after that Option Anniversary.

### Early Benefit Options

You may also have the right to purchase Life Insurance before a Benefit Option Period if the Life Insured:

- (i) purchases a house to live in,
- (ii) enters into a marriage or a civil union,
- (iii) enters into a defacto relationship (as determined by us),
- (iv) becomes legally responsible for the care of a child on the birth or adoption of that child, or
- (v) dissolves their marriage or civil union.

These events are called "Trigger Events". If one of these occurs you may bring forward any Benefit Option Period which is due in the next three years. You have the right to do this for a period of 90 days from the date the Trigger Event occurs. We call this period an Early Benefit Option Period.

If you purchase Life Insurance during an Early Benefit Option Period you may not purchase additional Life Insurance during the Benefit Option Period you have brought forward.

If you purchase Life Insurance during an Early Benefit Option Period the next opportunity to purchase Life Insurance will be determined based around the next Benefit Option Period as outlined in your Policy Schedule.

To exercise your right to purchase Life Insurance, we must receive your written application for the Life Insurance, plus the appropriate premium, before the end of a Benefit Option Period (45 Days) or Early Benefit Option Period (90 days). We will then forward to you a new Schedule. We will also notify you when cover for the Life Insurance starts. The Life Insurance will be subject to the terms (including any special conditions) that apply to the Future Insurability Option, and the terms and conditions that are applicable to policies issued by AXA New Zealand to the general public at the time.

### Maximum Amount

The maximum amount of Life Insurance that can be purchased during each Benefit Option Period or Early Benefit Option Period is shown in the Schedule. It is called the "Amount of Benefit".

### Life Insurance

Life Insurance: means any version of Life Insurance offered by AXA New Zealand during a Benefit Option Period. The premium will be based on the Life Insured's age at the time of application, and the policy will be subject to the same terms and conditions as are applicable to policies issued by AXA New Zealand to the general public at the time.

### Option Anniversary

Option Anniversary: means the anniversary of commencement of the Option.

## 8 Business Future Insurability Option

If you currently have the Business Future Insurability Option as part of your plan, your policy has been upgraded with the following improved definitions, features and/or new benefits.

### Benefit Option

Under this Option, you can apply for an increase in the Sum Insured under the Insurance Component, once every year. However, the following conditions must be met:

- Cost of Living Increases will not be applied to any Insurance Component to which this Option is attached;
- the maximum amount you can increase the Sum Insured to under the Insurance Component is the lesser of the Component Limit or five (5) times the original Sum Insured for the Insurance Component;
- any increase that you apply for must meet our minimum and maximum Sum Insured increase requirements applying from time to time;
- you cannot increase the Sum Insured to a sum which exceeds the Value of the Business, the total of all Business Loan Guarantees or the Value of the Life Insured to the Business at the time of the increase.

### To Apply for an Increase

If you want to apply for an increase in the Sum Insured:

- you must complete and forward to us the current Application Form. Your adviser will be able to assist you in completing this form;
- you must provide us with financial and other supporting evidence we require (including but not limited to non-medical details such as occupation, residency, pursuits and other insurance cover) in order to satisfy us as to the increase in the Value of the Business, the increase to Business Loan Guarantees or the Value of the Life Insured to the Business (as applicable). The person providing the evidence required by us cannot be you or your family member, business partner, employee or employer, nor can they be the Life Insured or his/her family member, business partner, employee or employer.

You may apply for an increase in the Sum Insured, without having to give us any medical evidence about the Life Insured's health, except if:

- your application for increase is greater than \$2 million or 25% of the Sum Insured (unless your application for increase is less than \$300,000) at the time of your application; or
- you are receiving or have applied for benefits under any life, disability or similar insurance policy with us or another insurance company or for any benefits from the Accident Compensation Corporation.

### When this Option is available

This Option applies from the date in the Schedule.

This Option expires on the earlier of the following:

- the date the Insurance Component ends;
- the date the Sum Insured has increased to the maximum amount permitted under this Option;
- when the Life Insured reaches the age of 65;
- if at any time you have made, or are entitled to make, a claim under the Insurance Component and are not entitled to make any further claims under the Insurance Component.

### Component Limit

Means:

- (i) For a life component, \$15 million less the total Sum Insured for the death of the Life Insured under all other Insurance Component(s) or all policies with any insurance company which provide such cover; and
- (ii) For a trauma component, \$1.5 million less the total Sum Insured for the trauma of the Life Insured under all other Insurance Components(s) or all policies with any insurance company which provide such cover; and
- (iii) For a total and permanent disablement component, \$2.5 million less the total Sum Insured for the total and permanent disablement of the Life Insured under all other Insurance Component(s) or all policies with any insurance company which provide such cover.

## 9 Definitions

The following definitions are used either in this brochure or in your original plan. Where the definitions below are different to any contained in your original plan, the definition that is most beneficial to you will apply.

### Activities of Daily Living

For the purposes of any condition relying on Activities of Daily Living or impairment of whole person function, the following definitions will apply:

- (i) the Activities of Daily Living
  - Bathing/showering;
  - Dressing/undressing;
  - Eating/drinking;
  - Using the toilet to maintain personal hygiene;
  - Getting in and out of bed, chair or wheelchair; or moving from place to place by walking, or a wheelchair or with a walking aid.
- (ii) 25% impairment of whole person function.

Where the Trauma event definition refers to a 25% impairment of whole person function, we will place a reliance on the American Medical Association (AMA) guidelines to evaluate the permanent impairment at the time of claim. Assessment must be carried out by a Medical Practitioner accredited in the evaluation of permanent impairment.

### Amount of Benefit

Means in respect of a Benefit the amount shown in the Schedule.

### Application

Means the application for the Policy or for any alteration to the Policy (including without limitation an increase to any Amount of Benefit or addition of a new Benefit) and includes any statement, questionnaire and supplementary document in connection with any such application.

### Benefit

Means a benefit provided under the Policy.

### Business

Means the entity on which we based our underwriting at the time you applied for the Business Future Insurability Option.

### Business Loan Guarantees

Means any personal guarantee given by the Life Insured which provides security for any indebtedness of the Business.

### Claimable Event

Means an event that entitles a person to receive a Benefit and, in respect of each Benefit, is more particularly defined in the Schedule.

### Component Commencement Date

Means in respect of an Insurance Component the date specified in the Schedule.

### Consumer Price Index (CPI)

Means the New Zealand Consumer Price Index (all Groups) or any other index which we consider appropriate.

### Date of Major Trauma

Means the date on which we decide that Major Trauma has been satisfactorily proved.

### Date of Notification

Means in respect of a Claimable Event the date on which we receive at our New Zealand Head Office in Wellington, in writing on our then current form, notification of the occurrence of the Claimable Event provided that the Claimable Event is subsequently proved to our satisfaction to have occurred as notified.

### Event When Payable

Has the same meaning as Claimable Event.

### Expiry Date

Means in respect of a Benefit the date specified in the Schedule.

### Insurance Component

Means a set of Benefits. The Policy may include:

- not more than one Insurance Component from each of the groups A, B, C, D and E; and
- if and only for so long as the Policy includes an Insurance Component from groups A, B, C, D or E, not more than one Insurance Component from group F; and
- if and only for so long as the Policy includes an Insurance Component from groups A, B, or C, not more than one insurance Component from Group G.

**Group A: Life Insurance Components**

- Life
- Life or Trauma (with or without Trauma Buy Back Option)
- Life or Disablement (Any or Own Occupation)
- Life or Trauma (with or without Trauma Buy Back Option) or Disablement (Any or Own Occupation)

In any case with or without any or all of the following optional Benefit:

- Business Future Insurability Option.

**Group B: Trauma Insurance Components**

- Trauma (with or without Trauma Buy Back Option)
- Trauma (with or without Trauma Buy Back Option) or Disablement (Any or Own Occupation)
- Children’s Trauma.

**Group C: Disablement Insurance Components**

- Disablement (Any or Own Occupation)

**Group D: Income Protection Insurance Components**

- Deluxe Income Protection (with or without Booster Benefit Option)
- Rural Income Protection
- Yearly Renewable Income Protection
- Critical Income Protection

In any case with or without any or all of the following optional Benefits:

- Accident Lump Sum Option
- Cover Boost Option

**Group E: Business Insurance Components**

- Business Expenses Protection
- Business Protection Benefit (with or without Business Protection Benefit Booster Option)
- Business Protection Reducing Benefit

**Group F: Future Insurability Insurance Component**

- Future Insurability Option

**Group G: Premium Waiver Insurance Component**

- Premium Waiver Option

**Life Insured**

Means the person named as the Life Insured in the Schedule.

**Major Trauma**

Major Trauma means the happening to the Life Insured after the component Commencement Date of any of the Trauma conditions listed under Trauma Insurance or Children’s Trauma Insurance.

**Terminal Illness**

Terminal Illness of the Life Insured means any illness which, in the opinion of AXA New Zealand after consideration of unequivocal medical evidence provided to us by the Life Insured’s own doctor and such other evidence as we may require, will result in the death of the Life Insured within twelve months regardless of any treatment that might be undertaken.

**Value of the Business**

Means the value of the Business, based on the method of valuation used when you applied for this Option.

**Value of the Life Insured to the Business**

Means either the value of the proportion of the Business owned by the Life Insured, or the worth (agreed to by us) of the Life Insured to the Business.

