

Mortgage Extra Policy Document

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1. This Policy Document

This policy document and any subsequently issued endorsement schedules detail the terms of the contract between **OnePath** and the policy owner(s) (“you, your or yours”) named in the **Policy Schedule**.

Endorsement schedules are written documents prepared by **OnePath** outlining changes to the policy and the effective date of those changes. Any such endorsement schedules that are issued over-ride the **Policy Schedule** and any previously issued endorsement schedules, which have been issued for this policy.

This policy document and any endorsement schedules are provided to you for the purposes of informing you about how your policy works.

2. OnePath and Your Adviser

2.1 Accreditation

OnePath strongly believes that you are best served by dealing with professional advisers who are able and willing to:

- Research, understand and explain your individual, financial needs;
- Research and understand the product solutions available in the market;
- Explain the alternative solutions to you and be willing to make a recommendation;
- Listen to you and structure the solution based on your feedback;
- Implement the agreed solution accurately and efficiently;
- Review your needs on a regular basis to ensure the product solution remains valid for your changing circumstances.

OnePath believes that your future financial plans deserve comprehensive research and advice. This is one of the best ways to ensure your needs will be met and that the benefits provided by your chosen policy will continue for as long as you need them.

Your adviser is an accredited **OnePath** adviser and as such is one of a select group of advisers who are able to recommend **OnePath** products. **OnePath** is honoured that your adviser has recommended this product as a solution to your needs.

2.2 Client Membership Benefits

OnePath believes that the **Protection Benefits** that it sells provide a safety net to financially assist clients should certain crises occur. **OnePath** also believes that real value to all parties comes from helping clients attempt to avoid these crises altogether. Should certain events or occurrences threaten to disrupt your normal lifestyle, your adviser, as an accredited **OnePath** adviser, can offer you access to individual services designed to assist you through these difficult times. Assistance such as grief or anxiety counselling, career counselling, business consultancy and budgeting advice may be available. The type of services provided can be added to, altered or withdrawn by **OnePath** from time to time at its sole discretion.

These services are available when they may reasonably be needed, courtesy of **OnePath** who will cover the costs of these services, subject to the maximum limits that it determines are necessary from time to time. To find out more about these services please contact your adviser.

3. About Mortgage Extra

Your Mortgage Extra policy offers a flexible solution to provide protection for your mortgage commitments. Your policy allows you to select the combination of benefits to meet your mortgage repayment needs. In addition you can add Income Cover and Major Medical Cover to your Mortgage Extra policy. Your Mortgage Extra policy also gives you the ability to change individual elements within the policy without having to replace the whole policy, making it adaptable to changes in your mortgage circumstances so that it can continue to be of real value to you.

4. Protection Benefits

4.1 Cover

The people who are insured under this policy (called the lives assured) and the **Protection Benefits** that they are insured for are detailed in the **Policy Schedule**.

4.2 Changing Benefits

You can apply to **OnePath** to change the **Protection Benefits** you have chosen at any time your mortgage circumstances change. **OnePath** recommends that you do so in conjunction with your adviser. If new benefits are to be added, existing benefits increased or new lives assured added to this policy then these changes will not take effect until **OnePath** has assessed and accepted (at its sole discretion) the new benefits and/or lives assured. Changing your **Protection Benefits** may require a change in your **Protection Premium**. **OnePath** will advise you of the new **Protection Premium** required taking the amended benefits into account.

Any changes made to the lives assured or the **Protection Benefits** which occur after the issue of this policy document will be detailed in endorsement schedules and/or confirmation letters which will be sent to you by **OnePath** immediately following the acceptance of these changes by **OnePath**. **OnePath** recommends that these endorsement schedules and letters be kept together with this policy document to ensure that you hold an accurate record of your policy at any given time.

4.3 Life Cover Protection Benefit

Where the **Policy Schedule** shows you have selected Life Cover as a **Protection Benefit**, cover under this **Protection Benefit** will end on the next **Anniversary Date** unless the **Protection Benefit** is renewed by payment of the **Protection Premium**. If you have selected Life Cover as a **Protection Benefit**, this **Protection Benefit** will terminate on the date that is 30 days after each **Anniversary Date** unless, prior to the end of that 30 day period, the **Protection Benefit** is renewed for a further term of one year by payment of the relevant **Protection Premium** in respect of that further 1 year term (or such part of the premium as **OnePath** requires). This provision is subject to any earlier termination of Life Cover under any other term of this policy.

4.4 Claims

The first step in any claims procedure is to notify your adviser and **OnePath** immediately when an event occurs that may result or is likely to result in you making a claim. **OnePath** will then advise you of the information that is required to progress your claim and also what process will be followed for the assessment and acceptance of the claim.

The information that may be required for each different type of claim is detailed in the Protection Benefit Sheets contained at the back of this policy document.

Sometimes to progress your claim **OnePath** may require something from another person. If this happens we can ask you to help us obtain what is required.

5. Information and Non-Disclosure

5.1 OnePath relies on information provided

Whether to accept the application, the premium payable, the terms and conditions, the types of **Protection Benefits**, the lives assured for those benefits, and the amounts of those benefits have been assessed and accepted by **OnePath** is based on the information given to **OnePath** and your adviser by, or on behalf of, you and the lives assured. This also applies when you request a change to the policy.

So it is important you and the lives assured, and anyone else giving information on your or their behalf, tell **OnePath** and your adviser about everything you and they know (or ought to know) which might influence **OnePath's** assessment and acceptance. **OnePath** and your adviser also need to be told if there are any changes to this information before the **Commencement Date** or before any change to the policy takes effect.

5.2 Information true, correct and complete

All information given by, and on behalf of, you and the lives assured to **OnePath** and your adviser must be true, correct and complete. This includes information given in a claim and in support of a claim.

5.3 Avoidance for untrue, incorrect or incomplete information

If you or any of the lives assured, or anyone on your or their behalf:

- failed to disclose information that would have been material to **OnePath's** assessment and acceptance of this policy prior to or at the **Commencement Date** of this policy or failed to disclose material information prior to or at the effective date of any changes that you request to the policy;
- *If the policy includes a life benefit* - provided information that was substantially untrue or incorrect, was material to **OnePath** and was made either:
 - i) fraudulently, or
 - ii) within a period of 3 years immediately before the date on which OnePath decide that such information was material to the risk OR the date of death of the Life/Lives Insured whichever is the earlier;
- *If the policy does not include a life benefit* – provided information that was substantially untrue or incorrect and was material to **OnePath**; or
- make a dishonest claim, or a dishonest statement in support of a claim

then **OnePath** has the right to avoid the policy from the **Commencement Date**. If the policy is avoided **OnePath** is also entitled to retain all premium paid, recover any claims that have been paid and recover from you all costs and expenses incurred by **OnePath** (in excess of the premium paid) in connection with the policy and the claim.

5.4 Other remedies for untrue, incorrect or incomplete information

If you or any of the lives assured or anyone on your or their behalf, provided information that was untrue, incorrect or incomplete to **OnePath** and your adviser then **OnePath** has the right, at its sole option, to take one or more of the following actions:

- in relation to the life assured to whom the information related:
 - immediately remove the life assured from being further covered under the policy
 - not pay any other claims which had already been made, or which could have been made, at the time the information is determined by **OnePath Life** as being untrue, incorrect or incomplete
 - immediately change the terms and conditions of the policy by altering or removing from the policy the **Protection Benefit(s)** for the life assured
 - immediately change the terms and conditions of the policy by excluding from cover the subject matter of the true, correct and complete information

- that OnePath was not told so that a claim cannot be made in the future by the life assured which is in any way connected to that information decline and not pay the claim.
- recover from you all costs and expenses incurred by **OnePath** in connection to the policy and the claim.
- retain the premiums paid.
- immediately increase the premium (as determined solely by **OnePath**) to take into account the risk of increased costs and expenses in assessing and administering the policy and claims, any increased moral hazard and any increased risk of a claim(s) being made and the amount of any claim(s).
- immediately cancel the policy and recover claims paid where **OnePath** relied on incorrect, untrue or incomplete information.

6. Protection Premiums

6.1 Premium Payments

You are required to pay the **Protection Premium** on the basis set out in the **Policy Schedule** during the **Cover Term**, unless any **Protection Benefit** is terminated earlier under any other term of this policy, in which case you are required to pay the **Protection Premium** for any remaining **Protection Benefits** which you are entitled to on the basis set out in the **Policy Schedule** during the **Cover Term**.

6.2 Premium Rate Changes

The underlying protection premium rates applicable for each of your **Protection Benefits** will **change** every year on the **Anniversary Date**. The change in the **Protection Premium** will reflect the increased age of the lives assured as well as any changes in the underlying rates that **OnePath** determines are necessary. You will be notified of the new **Protection Benefits** and premiums shortly before the **Anniversary Date** and your **Total Premium** will automatically increase on the **Anniversary Date**.

6.3 Inflation

If you have chosen to have any of your **Protection Benefits** adjusted by the **Inflation** rate, then on each **Anniversary Date** your **Protection Premium** will increase accordingly. You will be notified of the new **Protection Benefits** and premiums shortly before the **Anniversary Date** and your **Total Premium** will automatically increase on the **Anniversary Date**.

7. Policy Fee

OnePath charges you a policy fee, which forms part of your **Total Premium**. The policy fee is used to pay for the ongoing administration costs of your policy. The policy fee payable under this policy is outlined in the **Policy Schedule**. **OnePath** may change this policy fee from time to time. If this occurs **OnePath** will notify you of the new policy fee payable under this policy and your **Total Premium** will be adjusted accordingly with effect from the **Anniversary Date**.

8. Your Total Premium

8.1 Amount and Frequency

The **Total Premium** payable is the sum of your **Protection Premium** and your policy fee. The due date for the first **Total Premium** payment and the frequency at which **Total Premiums** are then to be paid are detailed in the **Policy Schedule**. You are required to pay the **Total Premium** on the basis set out in the **Policy Schedule** during the **Cover Term**.

You may apply to **OnePath** to change the frequency of your **Total Premium** payments at any time. **OnePath** recommends you do so in conjunction with your adviser. The effective

date of any change in frequency will depend on the new frequency you have chosen. **OnePath** will advise you of the effective date of the change, the new **Total Premium** payable and the next **Premium Due Date**.

If you choose to pay your **Total Premium** either half-yearly or yearly then your **Total Premium** will be discounted by 5% to reflect the lower administration costs associated with these premium frequencies.

8.2 Method of Paying Premiums

OnePath prefers you to pay all regular **Total Premiums** into **OnePath's** nominated bank account either by direct debit or by credit card transfer. If you do wish to pay any premium by cheque then the cheque must be made out to OnePath Life(NZ) Limited and marked 'not negotiable' and 'account payee only' and must be delivered to **OnePath** at its head office. **OnePath** will not accept cash as a method of paying premiums.

8.3 Missed Premiums

If you do not pay your **Total Premium** on the **Premium Due Date** and you do not pay it to **OnePath** prior to the next **Premium Due Date**, then **OnePath** will automatically deduct the total of any missed premium(s) plus the current premium from your bank account or credit card on that next **Premium Due Date**.

If you do not pay your **Total Premium** on the **Premium Due Date** and all or part of it remains unpaid for more than 31 days then **OnePath** may cancel this policy by writing to you and your **Protection Benefits** will cease. If you wish to restart the policy you must write to **OnePath**. Your adviser can assist you with this process. **OnePath** has the right to accept or decline any application to restart a policy.

Any **Total Premiums** that are overdue when **OnePath** makes a claim payment under this policy will be automatically deducted from the claim payment by **OnePath**.

9. Policy Ownership

9.1 Claim Payments

If you have selected Life Cover; Trauma Cover; Complete Disablement Cover or Mortgage Repayment Cover as **Protection Benefits** detailed in the **Policy Schedule** then the proceeds of any claim payments under these Protection Benefits made by **OnePath** will be paid to the **Lending Institution** to whom the **Outstanding Mortgage Debt** or **Mortgage Repayment Outstanding Debt** is owed.

The proceeds of any other claim payments made by **OnePath** will be paid to you or to any other party that you have instructed **OnePath** in writing to pay the claim proceeds to.

9.2 Death of a Policy Owner

If you are an individual then in the event of your death ownership of this policy will pass to your estate.

If you are a group of individuals then on the death of any one of you, ownership of this policy will pass to the survivors as joint tenants. On the death of the last one of your group, ownership of this policy will pass to that person's estate.

9.3 Policy Alterations

Any policy alterations including changes to the **Protection Benefits** or alterations to the **Total Premium** will not be processed unless you have authorised the changes in writing. If you are a group of individuals then written authorisation is required from all of you. It is particularly important to note that in the event of an estrangement of joint policy owners, the written consent of all of the policy owners will still be required to effect any policy alteration.

9.4 Changing Ownership

To change ownership of this policy you must complete a Memorandum of Transfer in the form attached to the back of this policy document. All current policy owners must authorise the change of ownership and the new policy owner(s) must agree to this transfer before the change of ownership can be processed. **OnePath** will not recognise any change of ownership of this policy until the correctly completed Memorandum of Transfer is received and registered by **OnePath** at its head office.

10. Cancelling This Policy

10.1 Free Look Period

If, upon receiving this policy document, you decide that it is not suitable for your needs then you must give **OnePath** written notification of your wish to cancel within 30 days of the date that **OnePath** sent this policy document to you. **OnePath** recommends that you discuss your decision with your adviser first. Provided that **OnePath** receives your written notification within 30 days of the date that **OnePath** sent the policy document to you then the policy will be cancelled from outset and all premiums paid by you will be refunded by direct credit into your bank account.

10.2 Outside the Free Look Period

You can cancel this policy in writing at any time. **OnePath** recommends that you discuss your decision with your adviser first. Upon receiving your written notification **OnePath** will cancel the policy and the **Protection Benefits** will cease.

OnePath may only cancel this policy by notice in writing to you, without your consent if;

- You or the lives assured have not disclosed or have misrepresented any information which would have been material to **OnePath's** acceptance of your application for this policy as detailed in clause 5.0 (Information and Non-Disclosure) contained within this policy document; or
- Your **Total Premium** is unpaid and remains unpaid for 31 days or more.

11. Miscellaneous

11.1 Contract

The following form part of this policy and the terms and conditions of the contract between you and **OnePath**:

- The application form you submitted to **OnePath**;
- The personal statements made by-you and the lives assured to **OnePath** or your adviser;
- Any special acceptance terms letters issued by **OnePath**;
- This policy document and any subsequently issued endorsement schedules;
- All other statements made by you and the lives assured to **OnePath** or your adviser;
- Any legislative provisions which must be included as part of this contract by law.

Nothing else forms part of this policy.

11.2 Law

The laws of New Zealand govern this policy.

If changes in the law or its interpretation occur after the **Commencement Date** of this policy that affect **OnePath's** liability for tax, or the way in which the terms of this policy may be interpreted then **OnePath** reserves the right to change any of the provisions of the policy that it considers necessary by notice in writing to you.

11.3 Notices

All notifications to **OnePath** regarding this policy must be in writing and signed by you. The address for these notifications is:

OnePath Life (NZ) Limited
Private Bag 92131
Auckland Mail Service Centre
Auckland 1142

The physical address of **OnePath's** head office at the time of printing this policy document is:

OnePath House
205 Wairau Road
Glenfield
Auckland 0627

OnePath will send all correspondence to you in writing at the postal address given by you from time to time.

11.4 Worldwide Cover

This policy is valid wherever in the world you may reside or be temporarily located although some protection benefits only provide protection in specified countries. You should refer to the Protection Benefit Sheets relating to the protection benefits you have chosen for any restrictions to this worldwide cover provision.

All payments due to **OnePath** under this policy and all payments made by **OnePath** must be made in New Zealand dollars.

11.5 Policy Information

Shortly before each **Anniversary Date** **OnePath** will send you confirmation of the **Total Premium** payable and the **Protection Benefits** provided.

You may request information about your policy on any **Business Day** by contacting your adviser or **OnePath**.

12. Definitions

Accident	means a violent, external and visible event which results in physical injury to a life assured.
Activities of Daily Living	means: <ul style="list-style-type: none">• Bathing and Showering• Dressing and Undressing• Eating and Drinking• Using a toilet to maintain personal hygiene• Moving from place to place by walking, wheelchair or with the assistance of a walking aid
Anniversary Date Date.	means the annual anniversary of the policy Commencement
Business Day	means a day OnePath is open for business.
Calculated Mortgage Repayment	means the regular monthly mortgage repayments that would be required to totally repay the Mortgage Repayment Outstanding Mortgage Debt by the maturity date of the loan or advance. Where there is more than one life assured on claim at the same time, the total amount payable cannot exceed the total of the monthly mortgage repayments that would be required to totally repay the Mortgage Repayment Outstanding Mortgage Debt by the maturity date of the loan or advance. The maturity date will be that which was agreed between the policy owners and the Lending Institution on or before the Business Day prior to the date that the life assured first became totally disabled.
Commencement Date	means the date this policy commences as detailed in the Policy Schedule .
Cover Term	means the period during which coverage is provided under a Protection Benefit as detailed in the Policy Schedule . The Protection Benefit will cease when the end of the cover term is reached and the premium payable for that Protection Benefit will also cease.
Illness	means a sickness or injury that is suffered by a life assured and which has not been caused by an Accident .
Inflation	means the Consumer Price Index (all groups) issued by the government statistician for each year ending 30 September.
Lending Institution	means a registered bank or other lender approved by OnePath .
Major Medical Cover Benefit	means a protection benefit available from OnePath called Major Medical Cover, (or any subsequent replacement protection benefit that OnePath issues in its place) which provides reimbursement of a range of significant medical costs.

Mortgage Repayment

Outstanding Mortgage Debt means the sum of the principal and interest amounts owed by the life assured to **Lending Institutions** which were advanced by the **Lending Institutions** for the sole purpose of one or more of the following:

- Increasing an existing residential mortgage; or
- Purchasing a new home which the life assured will reside in; or
- Purchasing a vacation home; or
- Purchasing a bare block of land zoned as residential,

and which were accepted by **OnePath** at the date of application for this policy or the date of increase or alteration of this policy for cover under this mortgage extra policy.

If the debt facility is considered by **OnePath**, at its sole discretion, to be a revolving credit mortgage and if, at the date of disability, the mortgage facility has headroom which is available to be drawn down by the life assured(s), the **Mortgage Repayment Outstanding Mortgage Debt** will be considered to be the sum of the principal and interest owed at the date of disability plus the amount of headroom available to the life assured(s) as at that date.

Non-acute Medical Condition(s)

means a medical condition which does not give rise to the need for emergency medical intervention in order to save life or minimise physical disability.

OnePath

means OnePath Life (NZ) Limited and any related company of OnePath Life (NZ) Limited (as this term is defined in the Companies Act 1993).

Outstanding Mortgage Debt means the sum of the principal and interest amounts owed by the life assured to **Lending Institutions** which were advanced by the **Lending Institutions** for the sole purpose of one or more of the following:

- Increasing an existing residential mortgage; or
- Purchasing a new home which the life assured will reside in; or
- Purchasing a new or additional residential investment property; or
- Purchasing a vacation home; or
- Purchasing a bare block of land zoned as residential,

and which were accepted by **OnePath** at the date of application for this policy or the date of increase or alteration of this policy for cover under this mortgage extra policy.

If the debt facility is considered by **OnePath**, at its sole discretion, to be a revolving credit mortgage and if, at the date of disability, the mortgage facility has headroom which is available to be drawn down by the life assured(s), the **Outstanding Mortgage Debt** will be considered to be the sum of the principal and interest owed at the date of disability plus the amount of headroom available to the life assured(s) as at that date.

Payment Term

means the maximum period over which any one claim for a **Protection Benefit** will be paid as detailed in the **Policy Schedule**.

Pharmac	means the Pharmaceutical Management Agency which is a Crown entity established by the New Zealand Public Health and Disability Act 2000.
Policy Schedule	means the schedule at the front of this policy document, which outlines the policy details.
Policy Year	means the twelve-month period between Anniversary Dates .
Premium Due Date	means the regular date that the Total Premium will fall due based on the payment frequency and the Commencement Date detailed in the Policy Schedule .
Private Hospital	means any hospital licensed as a private hospital under the Hospitals Act 1957 and subsequent amendments and which is not a Public Hospital .
Protection Benefits	means the protection benefits detailed in the Policy Schedule which you are entitled to subject to the terms and conditions set out in the protection benefit sheets contained at the back of this policy document.
Protection Premium	means the amount you must pay for the Protection Benefits you have chosen to include in this policy as detailed in the Policy Schedule .
Public Hospital	means any registered hospital administered, operated, controlled or funded by any District Health Board established by or under Section 19 of the New Zealand Public Health and Disability Act 2000 or any subsidiary of such a District Health Board. This also includes Public Hospitals on the Recognised Public Hospitals List in Australia.
Total Premium	means the sum of the Protection Premium and policy fee as detailed in the Policy Schedule .
Waiting Period	means the period that must pass after a disability first occurs before a Protection Benefit can be paid.
Protection Premium	means the amount you must pay for the Protection Benefits you have chosen to include in this policy as detailed in the Policy Schedule .
Total Premium	means the sum of the Protection Premium and policy fee as detailed in the Policy Schedule .
Waiting Period	means the period that must pass after a disability first occurs before a Protection Benefit can be paid.