

## LIFE & LIVING CONTINUATION INSURANCE

# Cover Wording.

**For customers who have taken up the  
'Continuation option' under Kiwi Cover.**

From 29 April 2022, all references in this policy to Kiwi Insurance Limited are references to nib nz insurance limited, which is the new name of Kiwi Insurance Limited. This document may include some references that are no longer current or relevant – for example the contact details have changed and nib nz insurance limited is not a related company of Kiwibank. The cover provided by the policy remains the same.

Please see [nib.co.nz](http://nib.co.nz) for updated details including how to:

- contact nib nz insurance with an enquiry
- make changes to your policy
- make a claim

or for information on how we will resolve any complaints under the policy.

# Welcome to your Life & Living Continuation Insurance

Thank you for choosing Life & Living Continuation Insurance cover.

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

This document explains how the insurance works, your responsibilities, and how to 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 Kiwi Insurance Limited.
- 'You', 'your' means the person named in the Policy Schedule as the insurance owner or policy owner. You may also be named as the person insured.
- 'Beneficiary' means the person named in the Policy Schedule as the beneficiary. The beneficiary receives any Life cover or Funeral Expenses cover payment if the person insured has died. The beneficiary must be alive at the date of payment or the payment will be made to your estate.
- 'Person insured' means the person named in the Policy Schedule as the person who is covered and will be assessed to decide a claim. This person can be different from the owner of the insurance.

## **Life & Living Continuation Insurance cover is provided by Kiwi Insurance**

Life & Living Continuation Insurance cover is provided by Kiwi Insurance Limited.

Kiwi Insurance Limited is the only organisation responsible for claims under the cover.

If you arranged your insurance through Kiwibank, you need to know that Kiwibank Limited doesn't guarantee the obligations of, or any products issued by, Kiwi Insurance Limited.

Kiwibank Limited may receive a commission on any insurance it arranges.

# Life & Living Continuation Insurance at a glance

In summary, here's how Life & Living Continuation Insurance works:

**Life Insurance – 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.

If you choose **Living Insurance**

**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.

**Funeral Expenses cover** – this is complimentary to help with funeral expenses. Whichever cover you've chosen, you'll get a lump sum payment of \$15,000 if the person insured dies, or is diagnosed as terminally ill and expected to die within the next 12 months.

This 'Life & Living Continuation Insurance at a glance' section is only an overview, and does not form part of your insurance agreement with us. You need to read all the documents that make up your insurance agreement to understand the full terms and conditions.

# Read and keep your insurance agreement

These documents set out your insurance agreement with us



- > This Life & Living Continuation Insurance cover wording, plus
- > Your Policy Schedule
- > = your insurance agreement.

This is also sometimes called an 'insurance policy'.

## It's important to be truthful and accurate

All information you, and the person insured if that's not you, give us at any time must be correct and complete.

This includes:

- > when applying for cover
- > the period after applying but before your cover starts
- > if you ask us to change your cover or the insurance agreement, and
- > if you ask us to re-start your cover after it has ended.

This is very important for us. We rely on this information when deciding whether we can provide and the pricing and terms of your cover. Unless the law says otherwise, we may cancel or avoid the insurance agreement, and/or decline any claim, if you (or the person insured if that's not you):

- > give us information that is incorrect or incomplete, or
- > know about but don't provide us information that could have been relevant to our decision.

➡ To 'avoid' means treating the insurance agreement as invalid, as if it had never been taken out. That means we would not be required to pay any claim, and may require you to refund any claims already paid.

Our decision to cancel or avoid the insurance agreement and/or decline a claim is entirely up to us. If we do cancel the insurance agreement, we don't have to refund any premiums.

Where the insurance agreement gives us rights to cancel or avoid the insurance agreement, or decline claims, this doesn't take away from any other rights that we may also have under law.

## **This Life & Living Insurance Continuation cover wording sets out the main terms and conditions of the insurance agreement**

This Life & Living Continuation Insurance cover wording sets out the main terms and conditions of the insurance agreement, including how the insurance works.

## **Your most recent Policy Schedule sets out who is insured and for how much**

The Policy Schedule shows important details of the insurance agreement. It includes:

- > who the person insured is (as it may be someone different to you)
- > who the policy owner is
- > who the beneficiary is (if one is named)
- > what type of cover you have
- > any special terms of the cover, for example if there are additional exclusions specific to the person insured, or if any additional premiums apply to the cover
- > when the cover starts
- > the maximum amount insured under the cover, and
- > the premium payments you have to make.

If your application and your Policy Schedule are different, the Policy Schedule overrides anything that is inconsistent in the application.

We'll only replace or change the Policy Schedule to reflect changes that we agree with you or other changes that the Life & Living Continuation Insurance cover wording allows us to make.

If we replace or change the Policy Schedule, the most recent Policy Schedule we send you becomes part of the insurance agreement. The most recent Policy Schedule overrides any earlier versions, except where this Life & Living Continuation Insurance cover wording specifically states otherwise.

## **Read these documents, file them safely, and let someone know where they are**

Please read carefully through all the documents making up your insurance agreement. Check that your Policy Schedule is correct. If you find any mistakes please contact us immediately.

We'll also send you a record showing the cover you've applied for and the information you provided us when doing so. The record and your application don't form part of the insurance agreement. However, to ensure your cover is correct and you haven't forgotten to tell us anything please check the record carefully and let us know if any of the details are incorrect. If the actual details you gave us are different, they will override the record we send you.

We recommend you keep these documents in a safe place. You may need to refer to them to make a claim.

You may like to tell your lawyer, your family, or the executor of your will where you keep these documents.

## **This insurance agreement is made in New Zealand**

The law of New Zealand applies to the insurance agreement. You and we both accept the authority of the New Zealand courts in relation to any disputes relating to the insurance agreement.

# Phone us to make a claim

If you wish to make a claim, please phone us on 0800 222 491 as soon as possible.

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

We may ask you to provide us with information we reasonably need to assess your claim. This may 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, and from the person insured if that's not you, to ask others for some personal information. This information will only be what we reasonably require to assess or manage the claim.

We'll also need authority from you, and from the person insured if that's not 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 or hospital.

Assessment of your claim may be delayed if you and the person insured 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.

## It's important to be truthful and accurate

If you make a fraudulent or dishonest claim, we may decline the claim and/or cancel or avoid the insurance agreement. The decision to do so is entirely up to us. If we pay a fraudulent or dishonest claim, at any time afterwards we can require you to refund us whatever we paid.

➡ To 'avoid' means treating the insurance agreement as invalid, as if it had never been taken out. That means we would not be required to pay any claim, and may require you to refund any claims already paid.



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 the claim. This is additional to our rights above, but only applies if you (or the person insured if that's not 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 the claim.

Our rights above don't take away from any other rights we may have under law. If we do cancel the insurance agreement, we don't have to refund any premiums.

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

You must notify us of any claim as soon as possible and within six months of when you first became entitled to make that claim under the insurance agreement. 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.

# What you'll pay for the insurance cover

The cost of insurance is called a premium. We provide the insurance cover in return for payment of the premium. Whatever cover you choose, your premium includes an annual policy administration fee. You can find out how often you have to pay, and how much, in Policy Schedule.

## Your premium will usually increase each year

Your premium is not fixed. Even if you keep the same amount of cover, your premiums will usually increase as the person insured grows older. You can ask us to give you an indication of how your premiums may change as the person insured gets older. We can also change the premiums, as set out in the section 'Making changes to the insurance agreement'.

## Your cover will generally increase each year

To help keep the value of your insurance cover, we'll automatically increase the amount insured for each type of cover you have on the anniversary of the Life & Living Continuation Insurance cover start date. We'll be guided by the Consumer Price Index, which is an indicator of changes in prices, but the increase in cover will be at least 1% and no more than 7%.

We don't automatically increase the complimentary Funeral Expenses cover. That cover will remain at a single payment of \$15,000.

- The 'Life & Living Continuation Insurance cover start date' is the date when your insurance agreement first started. This start date is shown in your Policy Schedule.
- The 'amount insured' for each type of Life & Living Continuation Insurance cover is shown in your Policy Schedule.

The automatic increase in the amount insured will also mean an increase in the premium. When we automatically increase the amount insured, you don't have to answer any health questions or give us any information. The maximum your amount insured can be automatically increased to is:

- > Life cover – \$1 million
- > Serious Illness Trauma cover – \$1 million

## **We stop automatically increasing the amount insured under some circumstances**

We'll stop automatically increasing the amount insured at certain ages:

- > for Life cover, once the person insured has reached 65
- > for Serious Illness Trauma cover, once the person insured has reached 60.

We'll stop automatically increasing the amount insured for each type of cover you have if that type of cover is at the maximum stated above.

We'll also stop automatically increasing the amount insured for all types of cover you have if:

- > you ask us to stop the automatic increases, or
- > you've contacted us three years in a row and not taken up the increases, or
- > you've had a claim under any type of cover.

## **We'll send you an updated Policy Schedule**

We'll send you an updated Policy Schedule each year before the anniversary of the Life & Living Continuation Insurance cover start date. You must contact us within 30 days of the date we send you the new Policy Schedule showing the increase, if you don't want the amount insured to be automatically increased.

- The 'Life & Living Continuation Insurance cover start date' is the date when your insurance agreement first started. This start date is shown in your Policy Schedule.
- The 'amount insured' for each type of Life & Living Continuation Insurance cover is shown in your Policy Schedule.

## **If your premium remains unpaid, we can cancel the insurance agreement**

If you don't pay the premium in full when it's due, and you remain behind on your premiums for two or more payment dates in a row, we can cancel the insurance agreement. Your cover will end from the date stated in the notice we'll give you.

# Life cover

## How Life cover works

This cover is provided only if you've chosen it and it's shown in your Policy Schedule.

If the person insured dies while covered or is diagnosed as terminally ill while covered, we'll pay the Life cover amount insured. The amount insured will be as shown in the Policy Schedule that was current when the person insured died or was diagnosed as terminally ill.

We won't pay more than once under the Life cover.

▣ 'Terminal illness' or 'terminally ill' means the person insured is diagnosed with 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 the person insured, or an immediate family member or business partner of you or the person insured.

## Who we'll pay

Where we pay a claim, we'll pay you, the policy owner, or your estate. However, where there's a beneficiary named in the Policy Schedule, we'll pay them instead if at the time of payment the beneficiary is alive and the person insured has passed away.

## When Life cover ends

Cover will end on the date of whichever of the following is first:

- > we pay a Life cover claim for terminal illness, or
- > the person insured dies, or
- > you cancel this cover or the insurance agreement, or
- > we cancel the insurance agreement, or
- > the anniversary of the Life & Living Continuation Insurance cover start date after the person insured turns 100 years old.

This will not 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 the person insured's death or terminal illness is directly or indirectly as a result of intentional self-inflicted harm within 13 months of the earlier of:

- > the date you became eligible to join the Kiwi Cover insurance provided by your employer, or
- > the Life cover re-start date.



Where we agree to re-start the cover after it has ended, the 're-start' date is the date we accept the re-start. We'll send you a notice advising of the re-start.

You're not covered if the Policy Schedule has a special term that excludes the event or condition leading to the person insured's death or terminal illness.

# Serious Illness Trauma cover

## How Serious Illness Trauma cover works

This cover is provided only if you've chosen it and it's shown in your Policy Schedule.


If the person insured is diagnosed with one of the defined medical conditions below while covered, we'll pay a defined lump sum amount, which varies depending on the condition.

## Who we'll pay

Where we pay a claim, we'll pay you, the policy owner.

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

Depending on the severity of the defined medical condition (see below), 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 Policy Schedule 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

Whenever a defined medical condition is diagnosed that gives you a right to claim under this cover, the amount insured available for later claims is automatically reduced by the amount we're required to pay for the current claim. This reduction takes effect immediately, even before we've paid, but it's only after we've paid a claim that the reduced 'amount insured' will be shown on the Policy Schedule.

For example, imagine you start with an amount insured of \$10,000. Let's say you're then diagnosed with a low severity medical condition that means you can claim for \$2,500. This would automatically reduce the 'amount insured' by \$2,500 for any later claims. So immediately after the diagnosis, the 'amount insured' available for later claims would be \$7,500. Subject to meeting all other requirements, once we paid the \$2,500, we'd send you a new Policy Schedule showing the reduced 'amount insured' of \$7,500.

## How you're paid for low severity events

You'll be paid once for the first low severity cancer event, and once for the first low severity cardio-vascular event. You're not covered for any additional low severity events.

The payment for a low severity event will be 25% of the amount insured.

## 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 amount insured. Serious Illness Trauma cover will end as soon as the first claim is paid for a high severity event, meaning no further claims can be made.

## 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.

	<b>Low severity - we pay 25% of the amount insured per claim</b>	<b>High severity - we pay 100% of the amount insured</b>
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 Conditions		Advanced Alzheimers, 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.

## When Serious Illness Trauma cover ends

Cover will end on the date of whichever of the following is first:


- > we pay a high severity payment, or
- > the person insured dies, or
- > we pay the Funeral Expenses cover benefit, or
- > you cancel this cover or the insurance agreement, or
- > we cancel the insurance agreement, or
- > the anniversary of the Life & Living Continuation Insurance cover start date after the person insured turns 65 years old.

This will not 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, or
- > the Policy Schedule has a special term that excludes an event or condition from Serious Illness Trauma cover.

 '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're necessary to describe the precise diagnosis.

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 will not 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 speciality and approved by us. The medical specialist cannot be you or the person insured, or an immediate family member or business partner of you or the person insured.

### **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 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. The person insured 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. The person insured 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.

**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 specialist neurologist. The person insured 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.

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

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

Means a focal autonomous new growth of carcinomatous cells within the breast which has not 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 has not 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.

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

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

- > penis
- > testes, or
- > perineum

which has not 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 respiratory failure as diagnosed by an appropriate specialist in respiratory disease. The result of the respiratory failure requires continuous oxygen therapy and the person insured has 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.

**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 specialist. The person insured 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 the person insured has 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 metastasised 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'.

### **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 the person insured has 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.

## **Stroke**

Means any cerebro-vascular 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 are 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 will not 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.

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

## **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 will 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 customers who have Serious Illness Trauma cover. We'll give you at least 60 days' notice of any changes, and the date they'll apply from. If there are any special terms mentioned in your Policy Schedule, these will continue to apply, unless we tell you they don't apply.

If you're not happy with any changes, you can cancel your Serious Illness Trauma cover. If you do this before the changes take effect, you can ask for a proportionate refund of any premiums that you've paid ahead of time for that cover, for any period that falls after the date the changes take effect.

Any change will not affect a claim or right to claim that arose before the date of the change.



# Funeral Expenses cover

## How Funeral Expenses cover works

This cover is provided only while at least one of the other types of cover under the insurance agreement is in place.

If the person insured dies or is diagnosed as terminally ill, the complimentary cover can help with funeral-related expenses. It is a lump sum of \$15,000.

- ➡ 'Terminal illness' or 'terminally ill' means the person insured is diagnosed with an illness or injury that is 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. This cannot be you or the person insured, or an immediate family member or business partner of you or the person insured.

## Who we'll pay

Where we pay a claim, we'll pay you, the policy owner, or your estate. However, where there's a beneficiary named in the Policy Schedule, we'll pay them instead if at the time of payment the beneficiary is alive and the person insured has passed away.

The payment of the Funeral Expenses cover doesn't guarantee acceptance of a Life cover claim, if you have Life cover. You or your estate must repay the payment made within 30 days of us asking if we subsequently decline the Life cover claim or avoid the insurance agreement. We may require a beneficiary to agree to this same repayment condition before we pay them under the Funeral Expenses cover.

- ➡ To 'avoid' means treating it as invalid, as if it had never been taken out. That means we would not be required to pay any claim, and may require you to refund any claims already paid.

## When Funeral Expenses cover ends

Cover will end on the date of whichever of the following is first:


- > we pay a death or terminal illness claim, or
- > we pay a funeral expenses claim, or
- > you cancel the insurance agreement, or
- > we cancel the insurance agreement, or
- > when all other cover under the insurance agreement has ended.

This will not 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 the person insured's death or terminal illness is directly or indirectly as a result of intentional self-inflicted harm within 13 months of:

- > the date you became eligible to join the Kiwi Cover insurance provided by your employer, or
- > the re-start date of this cover.

 If we agree to re-start the insurance agreement after it has ended, then the 're-start' date is the date we accept the re-start. We'll send you a notice advising you of the re-start.

You're not covered if the Policy Schedule has a special term that excludes the event or condition leading to the death or terminal illness.

# Making changes to the insurance agreement

The insurance agreement is between you, the policy owner and us, Kiwi Insurance Limited.

## You can change the beneficiary

You can name a beneficiary if you're both the policy owner and person insured, i.e. the same name will be in both places in your Policy Schedule. The beneficiary can be any living person. The beneficiary receives any Life cover or Funeral Expenses cover payment if the person insured has died.

The beneficiary must be living at the time of the payment. Otherwise we'll pay your estate.

The beneficiary can claim this payment directly even though they are not a party to the insurance agreement. The beneficiary's consent isn't required in order to change the beneficiary or the insurance agreement.

You (but not your estate) may change or remove the beneficiary at any time by contacting us. We'll send you a new Policy Schedule with the name of the beneficiary changed. The change only applies once the new beneficiary is named in your Policy Schedule.

You can change the policy owner as allowed under the heading below. If this happens, any beneficiary will automatically be removed, and any claim payments will be made to the policy owner.

## You can change the policy owner

You can change the policy owner, meaning you're no longer responsible for and no longer have the benefits of the insurance agreement. You'll need to register the change with us by completing our transfer forms. You'll also need to ensure you're up to date on payment of your premiums. Once that is done, we'll send an updated Policy Schedule to the new policy owner.

Any change of ownership is only effective once we've issued the new Policy Schedule. From that time, the rights of the old policy owner are transferred to the new policy owner, subject to the same rights that we would have had against the old policy owner. To have the benefit of the insurance agreement, the new policy owner will need to agree to pay all premiums and comply with the insurance agreement from the date of the change.

## You can decrease cover

You can ask us to decrease your cover. Decreasing all or part of your cover may mean other changes also need to be made.

## **You can apply to change to non-smoking status**

If the person insured is recorded as a smoker in any Policy Schedule, you may apply for the premium to be adjusted to that of a non-smoker. To do this the person insured must have stopped smoking for a period of at least 12 consecutive months.

## **We can change the cost of insurance/premiums**

We may change the premium rates, the criteria for when different premium rates apply, and/or the method of calculating the premiums.

We'll give you at least 60 days' notice of the changes and the date that they'll apply from, except where the law requires a change in less than 60 days. If there are any special terms mentioned in your Policy Schedule, these will continue to apply, unless we say they don't apply.

If you're not happy with any changes, you can cancel some or all of the covers provided under your insurance agreement.

## **We can change the Serious Illness Trauma cover**

We can change certain aspects of the Life & Living Continuation 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**

We can change this Life & Living Continuation Insurance cover wording:

- > to extend or improve the cover, or
- > to make changes that don't adversely affect the cover, or
- > 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 you at least 60 days' notice, unless we reasonably consider that a shorter notice period is necessary to comply with law.

If there are any special terms mentioned in your Policy Schedule, these will continue to apply, unless we say they don't apply. Any change will not affect a claim or right to claim that arose before the date of the change.

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

# Cancelling or ending the insurance agreement

## You can cancel during your 'free look' period

You have a 30-day free look period to cancel the insurance agreement and get your premiums back. This period begins on the Life & Living Continuation Insurance cover start date. If you ask us to cancel within this period, we'll do so from the date we receive your request and refund any premiums you've paid.

## You can cancel at any other time, but premiums won't be refunded

You may cancel specific cover or the whole insurance agreement at any time by contacting us. When we receive your request, we'll cancel the specific cover or the insurance agreement from the next date a premium payment is due or if you're behind in your premium payments we'll cancel the cover immediately. You won't receive a refund of any premium, except where the insurance agreement specifically states otherwise.

## We can cancel if your premiums are unpaid

We can give you notice cancelling the insurance agreement if you're behind on the payment of your premiums for two or more payment dates in a row. No premium will be refunded.

## You can apply to re-start within three months

You can apply to re-start the insurance agreement if it has ended because of the premiums not being paid. To do this you must make a request to re-start within three months of the cancellation. Whether we agree to re-start the insurance agreement is entirely up to us.

If we do agree to re-start, you must have paid any unpaid premium in full before the cover starts again. This includes premiums for the period between the cancellation and the re-start.

Also:

- > we may require confirmation that there are no changes in respect to your health and lifestyle, and
- > the cover may be on different terms and conditions to those that applied to the original insurance agreement, and
- > any stand-down periods for your cover will apply again from the date your cover re-starts.


Once the insurance agreement has re-started, it will be applied as if it had been in place continuously since the original Life & Living Continuation Insurance cover start date shown in your Policy Schedule. The only exception is that any stand-down periods and wait periods for your cover will apply again from the date your cover re-starts.



Where we agree to re-start the cover after it has ended, the 're-start' date is the date we accept the re-start. We'll send you a notice advising you of the re-start.

## **We can cancel the insurance agreement for incomplete or incorrect information**

We have certain rights to cancel or avoid the insurance agreement if we've been provided with information that is incorrect or incomplete. These include the rights set out above under the sections 'Phone us to make a claim' and 'Read and keep your insurance agreement', and also other rights given by law.

 To 'avoid' means treating the insurance agreement as invalid, as if it had never been taken out. That means we would not be required to pay any claim, and may require you to refund any claims already paid.

## **Other rights to cancel**

Nothing in this insurance agreement takes away from any other rights we may have under law to decline a claim or cancel or avoid the insurance agreement.

## **When the insurance agreement ends by itself**

The insurance agreement will end when there is no more cover in place, and all valid claims have been paid.

## **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 Banking Ombudsman:

- > Freepost 218002, PO Box 25327 Featherston Street, Wellington 6146 or
- > Freephone 0800 805 950, or
- > Email [help@bankomb.org.nz](mailto:help@bankomb.org.nz)

The Banking Ombudsman's office is located at Level 5, Huddart Parker Building, 1 Post Office Square, Wellington. The Banking Ombudsman's brochure is available at all Kiwibank branches or directly from the Banking Ombudsman's office. Information about the Banking Ombudsman is on [www.bankomb.org.nz](http://www.bankomb.org.nz).

The Banking Ombudsman is an independent body. Their services are available to you at no cost.

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

This insurance agreement forms part of the Kiwi Insurance Statutory Fund No. 1. Under the Insurance (Prudential Supervision) Act 2010, life insurers are required to have a statutory fund for life insurance policies.

This means the amounts you pay us will be paid into this fund, and any claims paid will be paid from this fund.

## How to contact us

Contact us if you have questions, concerns, claim enquiries, or would like to make changes to your insurance cover or your contact details.

- > Freephone 0800 222 491 between 8:30am and 5:00pm Monday to Friday
- > Email [Insure@kiwibank.co.nz](mailto:Insure@kiwibank.co.nz)
- > Kiwi Insurance Limited, Private Bag 39888, Wellington 5045

## How we may contact you

We may contact you:

- > by phone
- > by letter
- > by email, if you have provided us with an email address
- > through an online portal, if we have sent you a login for that portal, and/or
- > through any other platform on which you agree to receive communications from us.

Where this Life & Living Continuation Insurance cover wording refers to a 'notice', this includes by any one of the communication methods listed above.

## Make sure you keep your contact details up to date

Please tell us if any of your contact details change. We'll be contacting you with important information regularly.

If you change contact details and don't tell us, you'll be taken to have received any notices sent to the most recent contact details we have for you. We can contact you by any one of the communication methods listed above, so you'll need to keep your details up to date for all of them.

