



Mortgage Protector. Retirement protection cover.

Your cover in detail.

1. Introduction.

This Retirement protection cover provides a monthly payment on behalf of the **insured person** if they are **totally disabled** or **partially disabled**.

The **policy schedule** will show which **insured person** this Retirement protection cover applies to and any Additional options that may apply.

2. Built-in benefits.

2.1 Total disability benefit.

If the **insured person**:

- has been **totally disabled** or **partially disabled** for the **waiting period**, and
- is **totally disabled** at the end of the **waiting period**, and
- was paying their **KiwiSaver contributions** at the date they became **totally disabled**,

we will pay directly to Inland Revenue the Total disability benefit monthly in advance from the end of the **waiting period** as a voluntary payment until the earliest of:

- **they** are no longer **totally disabled**, or
- the **benefit period** ends, or
- **they** no longer have a **KiwiSaver account**, or

- **they** no longer eligible to make **KiwiSaver contributions**, or
- the cover ends (see section 7).

Any payment for a period of less than one month is calculated on a pro-rata basis.

2.1.1 How much do we pay?

We will pay the lesser of the:

- Retirement protection cover **monthly benefit**, or
- actual average monthly **KiwiSaver contributions** made by that **insured person** in the 12 months immediately before becoming **totally disabled**, to a maximum of 8% of **their monthly earned income**.

2.2 Partial disability benefit.

If the **insured person**:

- has been **totally disabled** or **partially disabled** for the **waiting period**, and
- is **partially disabled** either:
 - at the end of the **waiting period**, or
 - following a period of **total disability**, and
- was paying **their KiwiSaver contributions** at the date **they** became **partially disabled**,

we will pay directly to Inland Revenue the Partial disability benefit monthly in arrears as a voluntary payment until the earliest of:

- **they** are no longer **partially disabled**, or
- the **benefit period** ends, or
- **they** no longer have a **KiwiSaver account**, or
- **they** are no longer eligible to make **KiwiSaver contributions**, or
- the cover ends (see section 7).

Any payment for a period of less than one month is calculated on a pro-rata basis.

2.2.1 How much do we pay?

We will reduce the amount **we** pay Inland Revenue by the same proportion **we** reduce the amount payable under the Income protection cover that this Retirement protection cover is included with.

2.3 Recurring claim benefit.

We will waive the **waiting period** on a recurrent claim if:

- a. an **insured person** was no longer **totally disabled** or **partially disabled**, and
- b. during the first 12 months after the claim ends, **they** become **totally disabled** or **partially disabled** again because of a recurrence of the same or related injury or sickness.

We will treat the recurrent claim as a continuation of the previous claim and these payments together with the payments made under the previous claim will be added together when applying the **benefit period**.

We will pay the Total disability benefit or Partial disability benefit from the date of the recurrence of the **total disability** or **partial disability** under the terms of section 2.1 or 2.2.

2.4 Benefit period reset.

The **waiting period** and a new **benefit period** will apply where an **insured person**:

- a. was no longer **totally disabled** or **partially disabled**, and
- b. has returned to full time paid work performing all the important income producing duties without limitation for at least:
 - 12 continuous months, where the full **benefit period** hasn't been used at the date of that recurrence, or
 - six continuous months where the full **benefit period** has been used at the date of that recurrence, and
- c. is not eligible for the recurring claim benefit, and
- d. becomes **totally disabled** or **partially disabled** because of a recurrence of the same or related injury or sickness for which **we** have previously paid a **total disability** or **partial disability** claim under this Retirement protection cover.

This Benefit period reset doesn't apply to **them** where **they** are **totally disabled** or **partially disabled** as a result of a **mental disorder** or **back disorder** where the Mental and back disorder limitation is shown in the **policy schedule** for **them**.

2.5 Waiver of waiting period.

We won't apply the **waiting period** on a new claim for an **insured person** resulting from a sickness or injury unrelated to a previous claim provided that:

- a **waiting period** applied to the previous claim, and
- the new claim occurs within 12 months of **their** return to work from the previous unrelated claim, and
- the new claim is for a continuous period of 30 days or more.

We will pay the Total disability benefit or Partial disability benefit from the date of that **total disability** or **partial disability** under the terms of section 2.1 or 2.2.

2.6 Future insurability.

You can increase an **insured person's monthly benefit** by up to 10% if **their** income increases before **they** turn age 55 without providing additional health information, subject to the conditions below.

- a. **We** will require confirmation **they** are actively at work and that **their** income is expected to continue at or above the current level. **We** may also require confirmation of **their KiwiSaver contribution** at the time of applying to increase the **monthly benefit**.
- b. **The monthly benefit** plus an increase can't exceed \$4,000.
- c. **You** must exercise this option in writing with supporting evidence within the later of either:
 - 90 days of the increase in income, or
 - 30 days of the following **policy anniversary**.
- d. This option isn't available if:
 - The **insured person** has either had a claim paid or is entitled to be paid a claim under any policy with **us** or any other insurance company.
 - The premiums aren't paid up to date or are being waived for any reason.
- e. Any special terms and loadings that applied to the **monthly benefit** at the **start date** will also apply to the increase on that cover.
- f. **Your** premiums will increase in line with the increased **monthly benefit**. **We** will calculate the premium increase based on the **insured person's** age, occupation and premium rates at the time of the increase. The increased **monthly benefit** applies from the date **we** confirm the new **monthly benefit** to **you**, subject to payment of the additional premium.
- g. The total of all increases under this option can't exceed the **monthly benefit** at the **start date**.

2.7 Leave without pay.

You can apply to **us** in writing to ask **us** to suspend this Retirement protection cover and its premiums for an **insured person** for up to 12 consecutive months. Leave without pay is only available for the following reasons: compassionate leave, maternity leave, paternity leave, sabbatical leave, study leave at a registered educational centre or involuntary unemployment. The period of leave without pay from **their** occupation must be for reasons other than disability.

You must advise **us** how long **you** want the cover and the premiums suspended. In applying for the Leave without pay benefit **you** acknowledge that reinstating this Retirement protection cover within the 12-month period is **your** sole responsibility.

While this cover is suspended there will be no cover. This means **we** won't pay a claim for any event that would have been covered if this Retirement protection cover was not suspended for any sickness or injury:

- which first existed, or
- where its direct cause first existed, or
- where **they** first had knowledge, signs or symptoms of, whether or not medical treatment was sought, or
- where any test or investigation first showed its likely presence,

while **their** Retirement protection cover was suspended.

You can't make any claim for **them** unless **you** have restarted making premium payments and **they** have:

- returned to **their** usual occupation, and
- worked for at least 25 hours per week for at least one month after returning to work, and
- been continuously employed since returning to work, and
- returned to work within 12 months of the period of leave without pay starting.

We will pay a pro rata **monthly benefit** if **you** make a claim if **they** have returned to work part-time.

Conditions.

- a. This cover must have been in place for at least 12 consecutive months.
- b. **We** will acknowledge the request and suspend this cover confirming that the Leave without pay benefit has been activated if a valid reason is given. **We** may require evidence of the reason for the suspension.
- c. Involuntary unemployment mustn't have occurred within six months of **their** Retirement protection cover's **start date** or the date it or this Policy is reinstated. Involuntary unemployment doesn't include bankruptcy and **they** must be registered with an accredited employment agency.
- d. You can reinstate this Retirement protection cover without providing **their** health information.
- e. From the date **you** reinstate this Retirement protection cover, premiums are payable on the same terms that applied before the period of leave without pay or involuntary unemployment. **We** will base the premium on **their** current age at the date of reinstatement and the premiums rates that apply at that time.
- f. **They** must've had a continuous period of at least 12 months employment since the previous period of leave without pay or involuntary unemployment before **you** can use this Leave without pay benefit again.

- g. The maximum period of leave without pay or involuntary unemployment is 12 months over the entire term of this Policy.

3. Additional options.

3.1 CPI option.

If this option is included in this cover, the **policy schedule** will show which **insured person** this applies to.

How **we** apply the CPI option is set out in section 7 of the Policy terms and conditions.

The last increase under this CPI option for an **insured person** will be applied on the **policy anniversary** before **their** 65th birthday.

If **we** are paying **you** a Total disability benefit or a Partial disability benefit under this cover, **your** claim payments won't be increased by CPI unless the Claims escalation option is included in this cover.

3.2 Claims escalation option.

If this option is included in this cover, the **policy schedule** will show which **insured person** this applies to.

If the **monthly benefit** is paid continuously for more than three months, **we** will increase the **monthly benefit** on each quarter of the date payment started, by a rate **we** determine based on the percentage increase of the consumer price index. The amount of the increase in the **monthly benefit** will be the quarterly equivalent of the annual rate of the increase in the consumer price index **we** determine.

3.3 Mental and back disorder limitation.

If this option is included in this cover, the **policy schedule** will show which **insured person** this applies to.

If an **insured person** has this limitation and suffers from a **mental disorder** and/or a **back disorder**, **we** will pay benefits for a maximum period of 24 months regardless of the **benefit period**.

We will consider successive periods of **total disability** or **partial disability** due to the same or a related **mental disorder** and/or **back disorder** as an extension of the previous period of **total disability** or **partial disability**. **We** will reduce the maximum period under this clause by the length of time for which benefits have already been paid for **them**.

This Mental and back disorder limitation doesn't apply if **they** are unable to perform at least two **activities of daily living** without the assistance of an adult.

4. Claims.

4.1 Notice.

You or the **insured person** must notify **us** in writing immediately if **you** or **they** become aware of any circumstance likely to lead to a claim.

We will advise **you** or **them** the requirements **we** need to assess **your** claim.

If **we** receive notification of a claim more than 60 days after the date **they** were **totally disabled** or **partially disabled**, **we** reserve the right to start benefits from the date of notification.

4.2 Obligations.

You and the **insured person** must throughout the life of the claim:

- Complete **our** claim forms in full and send it to **us** as soon as reasonably possible.
- Authorise the disclosure to **us** of **their** or **your** personal information in connection with the claim held by any other party.
- Authorise the disclosure of **their** or **your** personal information held by **us** to another party to evaluate the claim.
- Provide **us** with any other relevant information **we** reasonably require. This may include but isn't limited to financial, medical and occupational evidence.

The **insured person** must throughout the life of the claim:

- Provide **us** with **their** IRD number and **KiwiSaver account** reference to enable **us** to pay the Retirement protection cover benefit directly to Inland Revenue.
- Provide confirmation of **their** actual average monthly **KiwiSaver contributions** made in the 12 months immediately before becoming **disabled**.
- Obtain medical treatment as soon as reasonably possible from a **medical practitioner** and follow their advice including medical treatment, surgical treatment, and rehabilitation plans.
- Undergo one or more medical examinations and attend any **specialist medical practitioner** or other appointments arranged by **us** at **our** expense if **we** reasonably request them for the purposes of assessing and managing the claim. This may include blood tests and medical testing.

You must pay any expenses incurred in proving **your** claim.

If **you** or **they** don't meet any of the above when reasonably requested by **us**, **we** have the right to either decline or stop the claim. **We** will give **you** notice in writing of **our** intention to stop the claim and set out **our** requirements to restart payment. Payments will not be made for any time the claim was stopped and will only recommence from the date **we** receive all the outstanding requirements.

4.3 Payments.

Benefits are paid monthly in arrears unless otherwise specified. Any payment for a period of less than one month is calculated on a pro-rata basis.

5. Exclusions.

You can't claim under this Cover for sickness or injury in connection with:

- a. The normal effects of pregnancy or childbirth.
- b. Self-inflicted act or injury.
- c. Any specific event or cause agreed between **you** and **us** and endorsed on the Policy or the **policy schedule**.

6. Limitations.

6.1 Concurrent disability.

For each **insured person you** can only claim for one **total disability** or **partial disability** under this Retirement protection cover at any one time.

6.2 Unemployment.

If the **insured person** has been unemployed or on parental leave for 12 months or more immediately before a period of **disability**, then **we** will consider the **occupation class** to be **occupation class 5** and will pay the claim on that basis.

Long service or sabbatical leave isn't considered as unemployment.

6.3 KiwiSaver contributions over 8%.

If the **insured person** is contributing more than 8% of **their monthly earned income** to **their KiwiSaver account**, **we** may deduct the amount **they** are paying over 8% when calculating a Total disability benefit or Partial disability benefit claim under **their** Income protection cover.

7. When this cover ends.

This Retirement protection cover ends for an **insured person** on the earliest of the date:

- a. **you** cancel **their** Retirement protection cover, or
- b. this Policy ends for any reason, or
- c. of **their** 65th birthday, or
- d. the Income protection cover the Retirement protection cover is included with ends, or
- e. **they** die.

8. General definitions.

The definitions shown below apply to all derivatives of the words defined.

Back disorder.

Any disease, disorder or injury to the spine, its intervertebral discs, nerve roots, supporting musculature or ligaments, which is caused by any disease or is as a result of any accident.

Benefit period.

The period shown in the **policy schedule** adjacent to Benefit period.

KiwiSaver contribution.

The **insured person's** regular contributions to **their KiwiSaver account** from **their monthly earned income**.

KiwiSaver account.

An account under a registered KiwiSaver Scheme as defined in the KiwiSaver Act 2006 (as amended or replaced).

Mental disorder.

A manifestation of any disorder classified in the Diagnostic and Statistical Manual of Mental Disorders published by the American Psychiatric Association that is most current on the date the **total disability** or **partial disability** began.

Mental disorders include, but aren't limited to, the following disorders or combination of disorders:

- Anxiety, depression, behavioural disorder, psychoneurosis or psychosis.
- Stress, fatigue, exhaustion, chronic fatigue syndrome.
- Any psychiatric complication of physical disorders.
- Drug or alcohol abuse.
- Any other physical disorder related or attributable to stress or any other mental or nervous disorder.

Monthly earned income.

Earnings per month from:

- the **insured person's** share of income (before tax) from any business, derived from **their** personal exertions, after deducting **their** share of business expenses, and
- any other sources of income (before tax) including salary, wages, fees, commission, bonuses and fringe benefits.

This doesn't include income from deferred compensation plans, disability income policies, retirement plans or any other income not derived from **their** personal exertions.

Occupation class.

The Occupation class shown in the **policy schedule** unless stated otherwise in this Policy.

Partially disabled/partial disability.

The **insured person** is partially disabled, if as a direct result of sickness or injury **they** are:

- under the regular and personal care of a **medical practitioner** who's provided **them** with written confirmation of the need to reduce **their** hours, and
- is working (or could work) but is:
 - a. unable to earn (or incapable of earning) more than 75% of **their pre-disability income**, or
 - b. unable to work (or incapable of working) more than 75% of the average hours **their** worked before the partial disability.

Pre-disability income.

The **insured person's** average **monthly earned income** for any 12 consecutive months in the three years immediately before the **total disability** or **partial disability** started. **We** will not include any period during which **they** have received a total disability benefit or partial disability benefit in the three-year period and will extend the three-year period by that period.

While **they** are **totally disabled** or **partially disabled**, pre-disability income will be increased on the claim anniversary by a rate **we** determine based on the percentage increase of the **consumer price index**.

Totally disabled/total disability

For **occupation classes** 1, 2, 3 and 4:

The **insured person** is totally disabled if as a direct result of sickness or injury **they** are:

- under the regular and personal care of a **medical practitioner**, and
- unable to:
 - a. perform at least one important income producing duty, or
 - b. engage in **their** own occupation for more than 10 hours per week, and

- not engaging in any occupation other than up to 10 hours per week in **their** own occupation.

For **occupation class** 5:

The **insured person** is:

- disabled to such an extent that necessitates confinement to the home under medical supervision or to a recognised medical institution and necessitates receiving regular medical care, or
- as a result of sickness or injury, **they** are unable to perform at least two of the **activities of daily living** without the assistance of an adult, and
- not working in any gainful occupation.

Waiting period.

The period shown in the **policy schedule** that must've passed before a benefit can be paid under this Policy unless stated otherwise. The waiting period starts from the date the **insured person** receives written notification from an appropriate **medical practitioner** confirming **they** are unable to work due to **total disability** or need to reduce hours of work due to **partial disability**.