

kiwi bank

Kiwibank Life Insurance

Policy Wording



The Policy

This Policy Wording, the Policy Schedule and any documents outlining special terms (this Policy) describe the insurance contract between the Policy Owner and Kiwi Insurance Limited (Kiwi Insurance), a wholly owned subsidiary of Kiwibank Limited (Kiwibank). In return for premium payments, Kiwi Insurance insures the Life Insured on the terms and conditions specified in this Policy Wording.

The meanings of certain words used in this Policy are described under "Definitions".

Who is offering this insurance?

This insurance is offered by Kiwibank and is underwritten by Kiwi Insurance.

Who is covered under this Policy?

The Life Insured is the person named in the Policy Schedule.

Who is the Policy Owner?

The Policy Owner is the person(s) initially named in the Policy Schedule or the Assignee(s), if this Policy has subsequently been assigned, as described under "Policy assignment". The Policy Owner will receive any benefits from this Policy and has the right to amend or cancel this Policy.

Cover Start Date

The Cover Start Date is the date that cover starts for this Policy. It's shown in the Policy Schedule, and includes any reinstatement date of this Policy, where applicable.

Premium Start Date

The Premium Start Date is the date from which premiums are due for this Policy, as shown in the Policy Schedule.

Anniversary Date

The Anniversary Date is 12 months after the Premium Start Date, and is the same date every following year.

Free look period

The Policy Owner has 30 days from the Cover Start Date in which to cancel this Policy by advising Kiwi Insurance. If the Policy is cancelled during this 30 day period, then Kiwi Insurance will provide a full refund of any premiums paid and written confirmation that the Policy has been cancelled.

Definitions

Accidental Injury means:

bodily injury, occurring after the Cover Start Date, which occurs solely, directly and independently of any other cause by violent, unexpected, external and visible means.

Cancer means:

the uncontrolled growth and spread of malignant cells and the invasion and destruction of tissue for which major interventional treatment or surgery (excluding endoscopic procedures alone) is considered medically necessary.

The following conditions are specifically excluded under this section of the Policy:

- all cancers which are histologically described as pre-malignant or non-invasive;
- carcinoma in situ (including cervical dysplasia CIN1, CIN2 and CIN3) except as otherwise specifically detailed in this Policy;
- malignant melanomas of less than 1.5mm maximum thickness as determined by histological examination using the Breslow method;
- all other skin cancers unless there is evidence of metastases;
- papillary micro-carcinoma of the thyroid or bladder;
- chronic lymphocytic leukaemia less than Rai Stage 3;
- cancers associated with AIDS or HIV, unless they are the result of Medically or Occupationally Acquired HIV.

Carcinoma in situ of the breast is covered under this section of the Policy where it leads to the removal of the breast by a mastectomy. The procedure must be:

- performed as a direct result of the carcinoma in situ; and
- specifically to arrest the spread of malignancy; and
- medically considered the necessary and appropriate treatment.

Chronic Kidney Failure means:

end stage renal disease with permanent and irreversible loss of function of both kidneys which requires permanent dialysis or kidney transplantation.

Angioplasty means:

the first undergoing of a coronary angioplasty with or without atherectomy, laser therapy or insertion of a vascular stent to overcome arterial narrowing or obstruction.

Coronary Artery Bypass Surgery means:

the first undergoing of open heart surgical grafting of a bypass to a coronary artery to overcome narrowing or obstruction.

Heart Attack means:

diagnosis of the death of a portion of heart muscle arising from inadequate blood supply to the relevant area. The diagnosis must be supported by the following criteria being present, and consistent with a Heart Attack:

- confirmatory new electrocardiogram (ECG) changes; and
- diagnostic elevation of cardiac enzyme CK-MB or an elevation of Troponin of 5 times the upper limit of normal.

Other causes of severe non-cardiac chest pain, heart failure and angina are specifically excluded.

Loss of Limbs means:

the loss by physical separation or the total and permanent loss of all use of:

- both hands; or
- both feet; or
- one hand and one foot.

Major Organ Transplant means:

the actual undergoing, as a recipient, of a medically necessary transplant of the heart, one or both lungs, liver, one or both kidneys, pancreas or bone marrow.

The transplant of all other organs or any other tissue transplant, or transplantation of isolated pancreatic islets, is excluded.

Medically Acquired HIV means:

the Life Insured's accidental infection with the Human Immunodeficiency Virus (HIV) resulting from one of the following medically necessary events performed in New Zealand or Australia by a recognised and registered health professional:

- a transfusion of blood or blood products; or
- organ transplant to the Life Insured; or
- assisted reproductive techniques; or
- a medical procedure or operation performed by a medical practitioner.

Notification and proof of the incident will be required via a statement from a District Health Board or equivalent body confirming that the infection was medically acquired.

Occupationally Acquired HIV means:

the Life Insured's infection with the Human Immunodeficiency Virus (HIV) where the HIV was acquired as a result of:

- an accident arising out of the Life Insured's normal occupation; or
- a malicious act of another person or persons arising out of the Life Insured's normal occupation;

and sero-conversion to HIV occurs within 6 months of the accident or malicious act.

HIV infection transmitted by sexual activity or recreational intravenous drug use is excluded.

Any incident giving rise to a potential claim must be:

- reported to the relevant authority or employer within 7 days of the incident; and
- reported to Kiwi Insurance with proof of the incident within 7 days of the incident; and
- supported by a negative HIV Antibody test taken within 7 days of the incident.

Paralysis means:

the Permanent and Total Loss of functions as a result of injury or disease of the spinal cord or brain as defined below:

- Diplegia - loss of function of both sides of the body;
- Hemiplegia - loss of function of one side of the body;
- Paraplegia - loss of function of both legs;
- Tetraplegia (Quadriplegia) - loss of function of both arms and legs.

Significant Life Event means:

- the Life Insured decides to permanently live with someone in the nature of marriage or civil union; or
- the Life Insured takes out a new loan secured over a dwelling that the Life Insured purchases and will live in as their main residence; or
- the first birth or adoption of a child to occur after the Cover Start Date (the Life Insured must be legally recognised as the parent or guardian of the child); or
- the Life Insured takes out a new loan to support the establishment of a new business venture in which the Life Insured will have a direct financial interest and will actively work in for a minimum of 20 hours per week.

Stroke means:

diagnosis of a cerebrovascular accident or event producing a permanent neurological deficit lasting more than 24 hours. A consultant neurologist must produce clear evidence:

- of infarction of brain tissue, by thrombosis, haemorrhage or embolisation from an extracranial source; and
- on a CT, MRI, or similar scan that a Stroke has occurred; and
- of the onset of objective neurological deficit.

The following are specifically excluded:

- transient ischaemic attacks (TIAs);
- cerebral events due to reversible neurological deficits;
- vascular accidents affecting solely the eyes;
- neurological deficits due to migraines, hypoxia or trauma, physical head injury, or any blood vessel outside the cranium except embolism resulting in Stroke.

Terminal Illness means:

an illness which Kiwi Insurance believes will result in death within 12 months of the date of the Policy Owner applying for a Terminal Illness Benefit payment. The illness must commence after the Cover Start Date and be diagnosed while this Policy is in force.

Terrorism means:

the use or threatened use of force or violence against human life or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in any connection with any organisation, government, power, authority or military force, when the intent is to intimidate, coerce or harm a government, the civilian population or any segment thereof, or to disrupt any segment of the economy.

War means:

war, whether declared or not, or any warlike activities including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial or religious ends.

The insurance promise

Subject to the terms and conditions of this Policy Wording, and while this Policy is in force, Kiwi Insurance promises to pay the Policy Owner the benefits as detailed below.

Where a covered condition falls under both the Terminal Illness Benefit and the Trauma Benefit, any payment made by Kiwi Insurance will be for only one of these two benefits – whichever benefit provides the greater sum insured.

The qualifications and exclusions that apply to this promise are set out in this Policy Wording.

Term Life Benefit

If the Life Insured dies, Kiwi Insurance will pay the current Term Life Benefit sum insured. The Term Life Benefit sum insured is the amount shown in the Policy Schedule.

Situations in which Kiwi Insurance will not pay a Term Life Benefit

Kiwi Insurance will not pay the Term Life Benefit sum insured if the Life Insured's death is caused or contributed to, directly or indirectly, by:

- a condition which the Life Insured or Policy Owner did not disclose in the application for insurance and for which, prior to the Cover Start Date, medical advice or treatment was recommended or given to the Life Insured by a registered medical practitioner, or symptoms existed which would cause a reasonable person to seek diagnosis, care or treatment from a registered medical practitioner; or
- suicide, attempted suicide, intentional self-injury, whether sane or insane, within the first 13 months of the Cover Start Date; or
- War or any act of War, invasion, Terrorism or any acts of Terrorism, act of foreign enemy, hostilities, strike, riot and/or civil commotion, civil War, rebellion, revolution, insurrection, military or usurped power.

If the Term Life Benefit sum insured under this Policy had been increased within the 13 months prior to the Life Insured's death from suicide, attempted suicide or intentional self-injury, whether sane or insane, Kiwi Insurance will only pay the Term Life Benefit sum insured that applied prior to the increase.

Bereavement Benefit

If the Life Insured dies, Kiwi Insurance will pay an immediate Bereavement Benefit equal to the lesser of \$5,000 or 5% of the current Term Life Benefit sum insured, on receipt of satisfactory written evidence of the Life Insured's death. Any payment made under this Benefit will reduce the Term Life Benefit sum insured

by the amount paid. The remaining Term Life Benefit sum insured will be payable if Kiwi Insurance accepts a Term Life Benefit claim.

If a Bereavement Benefit has been paid and Kiwi Insurance subsequently declines a claim for a Term Life Benefit, then Kiwi Insurance may seek recovery of the amount of the Bereavement Benefit paid.

Terminal Illness Benefit

If the Life Insured is diagnosed with a Terminal Illness, Kiwi Insurance will pay all or part of the Term Life Benefit sum insured as an advance payment of the Term Life Benefit, up to a maximum of \$500,000.

If Kiwi Insurance pays a Terminal Illness Benefit, the benefit paid will be:

- equal to the current Term Life Benefit sum insured. This Policy will end immediately and no further claims will be payable; or
- less than the current Term Life Benefit sum insured. Any payment made under this Benefit will reduce the Term Life Benefit sum insured by the amount paid. The remaining Term Life Benefit sum insured will be payable following the Life Insured's death if Kiwi Insurance accepts a Term Life Benefit sum insured claim. Premiums for the remaining Term Life Benefit sum insured will adjust to reflect the reduced sum insured.

Situations in which Kiwi Insurance will not pay a Terminal Illness Benefit

Kiwi Insurance will not pay a Terminal Illness Benefit if the Life Insured's Terminal Illness is caused or contributed to, directly or indirectly, by an event or condition listed in the exclusions for the Term Life Benefit.

Trauma Benefit

This benefit only applies if the Trauma Benefit sum insured is shown in the Policy Schedule. The Trauma Benefit sum insured is the amount shown in the Policy Schedule and is calculated to a maximum of 50% of the Term Life Benefit sum insured or \$500,000, whichever is the lesser.

If, prior to the Anniversary Date following the Life Insured's 65th birthday, the Life Insured:

- suffers Loss of Limbs as a result of an Accidental Injury; or
- undergoes Angioplasty, Coronary Artery Bypass Surgery or Major Organ Transplant; or

- is diagnosed with one of the following covered conditions:
 - Cancer; or
 - Chronic Kidney Failure; or
 - Heart Attack; or
 - Paralysis; or
 - Stroke,

then a Trauma Benefit will be payable, provided that the Life Insured survives at least 14 days after:

- undergoing the Angioplasty, Coronary Artery Bypass Surgery or Major Organ Transplant; or
- diagnosis of the covered condition.

If the Life Insured is on a life support system for more than 3 days during these 14 days, the period that the Life Insured must survive will extend by one day for each day (beyond 3 days) that the Life Insured remains on life support.

The Trauma Benefit payable by Kiwi Insurance will be the Trauma Benefit sum insured, except in the event of Angioplasty.

In the event of Angioplasty, Kiwi Insurance will pay 20% of the Trauma Benefit sum insured, or \$20,000, whichever is the lesser. This benefit will only be payable if Angioplasty is the first covered Trauma event or condition that is being claimed for. Any payment made for Angioplasty will reduce the Trauma Benefit sum insured by the amount of the Trauma Benefit sum insured paid. Premiums for the remaining Trauma Benefit sum insured will adjust to reflect the reduced sum insured. The remaining Trauma Benefit sum insured will be payable for another covered Trauma event or condition, provided this Policy is still in force at that time.

Any payment made under the Trauma Benefit sum insured will reduce the Term Life Benefit sum insured by the amount paid for the Trauma Benefit sum insured. Premiums for the remaining Term Life Benefit sum insured will adjust to reflect the reduced sum insured. The remaining Term Life Benefit sum insured will be payable when the Life Insured dies, provided that this Policy is still in force at that time. Once the full Trauma Benefit sum insured is paid, the Trauma Benefit will end.

Situations in which Kiwi Insurance will not pay a Trauma Benefit

Kiwi Insurance will not pay a Trauma Benefit:

- for any event that is a direct or indirect result of:
 - a condition which the Life Insured or Policy Owner did not disclose in the application for insurance and for which, prior to the Cover Start Date, or the date of any subsequent increase in cover, medical advice or treatment was recommended or given to the Life Insured by a registered medical practitioner; or symptoms existed which would cause a reasonable person to seek diagnosis, care or treatment from a registered medical practitioner; or

- suicide, attempted suicide, intentional self-injury, whether sane or insane; or
- Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or infection with the Human Immunodeficiency Virus (HIV), other than Medically or Occupationally Acquired HIV where no cure is available; or
- War or any act of War, invasion, Terrorism or any acts of Terrorism, act of foreign enemy, hostilities, strike, riot and/or civil commotion, civil War, rebellion, revolution, insurrection, military or usurped power; or

- if the condition or symptoms of the condition existed, or first occurred, within 90 days of the Cover Start Date, or the date of any subsequent increase in cover. However, this exclusion does not apply to cover for Loss of Limbs or Paralysis.

If the condition or symptoms of the condition existed, or first occurred, within 90 days of the date of any increase to the Trauma Benefit sum insured, then Kiwi Insurance will only pay the sum insured that applied prior to the increase. However, this limitation does not apply to cover for Loss of Limbs or Paralysis.

How to increase your cover

The Policy Owner may apply to Kiwi Insurance to increase or add a benefit under this Policy by any of the following: completing a new application form, accepting indexation offers or, where applicable, exercising a Significant Life Event Insurability Option.

Complete a new Application Form

If the Policy Owner wishes to apply for an increase to the Term Life Benefit sum insured or Trauma Benefit sum insured in respect of the Life Insured, they may do so at any time by completing a new application form and submitting it to Kiwi Insurance for consideration. The application for increase will be subject to acceptance by Kiwi Insurance's underwriters.

The increased cover applies from the date when Kiwi Insurance confirms the new sum insured to the Policy Owner, subject to payment of the additional premium.

Indexation

While this Policy is in force, Kiwi Insurance will offer the Policy Owner an increase in the sum insured for each benefit under this Policy on the first Anniversary Date, and then on each subsequent Anniversary Date, without the need for further evidence of the Life Insured's health.

Each year Kiwi Insurance will determine the rate of increase (after taking into account rises in the Consumer Price Index) which will not be less than 2.5% or greater than 7.5%.

The Policy Owner can decline to accept any offers to increase the sum insured.

Kiwi Insurance will not offer the Policy Owner any further inflation increases to the benefits:

- if during the term of this Policy, the Policy Owner declines three increases; or
- if an offer to increase will lead to a total sum insured in excess of \$2,000,000 or if the total sum insured reaches \$2,000,000 or more; or
- once the Anniversary Date following the Life Insured's 60th birthday is reached.

Any premium renewal notice issued will show the total premium payable.

Significant Life Event Insurability Option

If the Policy Owner is eligible to exercise the Significant Life Event Insurability Option then, upon a Significant Life Event occurring after the Cover Start Date, the Policy Owner may apply to Kiwi Insurance to increase the Term Life Benefit sum insured under this Policy without the need for further medical evidence.

Kiwi Insurance will only accept an application to increase the Term Life Benefit sum insured if:

- the Life Insured is under the age of 55 at the date the Policy Owner applies for an increase; and
- the Policy is not subject to any underwriting special terms due to the Life Insured's health or lifestyle (such as an increased premium or policy exclusion); and
- cover under this Policy did not result from cover being transferred from the Kiwibank Loan Insurance policy.

Any application to increase the Term Life Benefit sum insured must be made in writing prior to the later of:

- 60 days after the occurrence of the Significant Life Event; and
- 30 days after the Anniversary Date immediately following the occurrence of the Significant Life Event.

The application must be accompanied by documentation satisfactory to Kiwi Insurance to support the occurrence of a Significant Life Event.

The Policy Owner may apply to increase the Term Life Benefit sum insured each time a Significant Life Event occurs subject to the following restrictions:

- each increase made under this option is limited to a maximum of 25% of the original Term Life Benefit sum insured; and
- the total of all increases made under this option during the term of this Policy may not exceed \$75,000; and

- exercise of this option may not increase the Term Life Benefit sum insured to more than 150% of the original Term Life Benefit sum insured.

There must be a period of at least 12 months between applications, even if more than one Significant Life Event occurs during that period.

Each time a Significant Life Event Insurability Option is exercised, the premium will increase to reflect this increase in the Term Life Benefit sum insured. The increased cover applies from the date when Kiwi Insurance confirms the new sum insured to the Policy Owner, subject to payment of the additional premium.

Situations in which Kiwi Insurance will not accept an application to exercise a Significant Life Event Insurability Option

Kiwi Insurance will not accept an application to increase the Term Life Benefit sum insured if:

- the Policy Owner or Life Insured are aware of a claim that is able to be made under this Policy; or
- a claim has been notified under this Policy.

Duty of disclosure

When a contract of insurance is entered into, reinstated or increased other than as described under "Indexation", the Life Insured and the Policy Owner must disclose to Kiwi Insurance any material information that either person knows, or could reasonably be expected to know, that could affect Kiwi Insurance's decision to provide the initial, reinstated or increased cover and, if so, on what terms.

Subject to the law:

- if there is contained in any application or other document on the faith of which this Policy is issued, reinstated or renewed, or the Life Insured or the Policy Owner makes any statement to any medical examiner or any representative of Kiwi Insurance, that is substantially incorrect and is material to this Policy; or
- if the Life Insured or the Policy Owner has failed to disclose a material fact,

then Kiwi Insurance can void this Policy and may retain any premiums paid. If this happens, no claim under this Policy will be payable.

Policy assignment

The Policy Owner can assign this Policy by completing a Memorandum of Transfer. Assignments must be registered with Kiwi Insurance to be valid.

The premium

The Initial Premium payable is shown in the Policy Schedule.

Premiums will be adjusted each year on the Anniversary Date in accordance with the rate applicable to the Life Insured at that time. The new premium will be based on the cover level provided including, if applicable, any indexation increase applied to this Policy. Prior to each Anniversary Date, Kiwi Insurance will advise the Policy Owner of the amount of premium required to be paid for the coming year. This notice will be mailed to the most recent address Kiwi Insurance has on record for the Policy Owner.

Kiwi Insurance may review and adjust its premium rates at any time. Such a change will apply to all policies and 90 days prior written notice will be given. The notice will be mailed to the most recent address Kiwi Insurance has on record for the Policy Owner. It is the Policy Owner's responsibility to maintain current address details with Kiwi Insurance.

The Policy Owner may apply at any time, in writing, to change the method and frequency of premium payments.

What happens if a premium is not paid?

If a premium is not paid, Kiwi Insurance will write to the Policy Owner to advise that a premium payment has been missed and request payment of premium arrears. If the arrears are not paid within the 30 day grace period, cover under this Policy will end.

Where this Policy ends as a result of unpaid premiums, Kiwi Insurance will write to the Policy Owner to advise that cover under this Policy has ended. This notice will be mailed to the most recent address Kiwi Insurance has on record for the Policy Owner.

Policy renewal

This Policy will renew every year on the Anniversary Date. For the sake of clarity, from the Anniversary Date after the Life Insured's 76th birthday, Kiwi Insurance will renew this Policy every year provided that the premiums continue to be paid. Cover for the Term Life, Bereavement and Terminal Illness benefits will continue until such time as the Policy ends as detailed below.

End of Insurance

This Policy ends when one of the following occurs:

- premiums have not been paid as described under "What happens if a premium is not paid?"; or
- Kiwi Insurance pays a Terminal Illness Benefit equal to the current Term Life Benefit sum insured; or
- the Life Insured dies.

Cover under the Trauma Benefit ends when the earliest of the following occurs:

- when Kiwi Insurance has paid the full Trauma Benefit sum insured; or
- the Anniversary Date immediately following the Life Insured's 65th birthday is reached. This is shown in the Policy Schedule as the Trauma Benefit Expiry Date.

Policy cancellation

The Policy Owner may cancel this Policy at any time by writing to Kiwi Insurance.

Reinstatement of a Policy

If this Policy ends due to non-payment of premium as described under "What happens if a premium is not paid?", the Policy Owner may apply to reinstate this Policy. The Policy Owner will need to provide Kiwi Insurance with any information required to verify that there is no material change in the Life Insured's health.

Reinstatement will be at Kiwi Insurance's discretion and subject to Kiwi Insurance's normal terms and conditions current at the date the request to reinstate is received.

If this Policy is reinstated, it will be considered to have commenced with effect from the date shown in the current Policy Schedule.

Does the Policy have any surrender or cash value?

This Policy does not accrue any surrender or cash value.

Claims

To make a claim under this Policy, a Kiwi Insurance Claim Form must be completed and the entire and original Policy Schedule and Policy Wording returned. Other supporting documents required may include, but are not limited to, those indicated in the sub-headings below.

All medical information must be provided by appropriately qualified specialist medical practitioners registered in New Zealand or Australia (or any other country approved by Kiwi Insurance).

Kiwi Insurance's medical advisers must agree that the condition meets the definition as detailed in this Policy.

Term Life Benefit

For a Term Life Benefit sum insured payment to be considered, Kiwi Insurance must be supplied with an original or certified copy of the birth certificate and final death certificate (showing cause of death).

Bereavement Benefit

For a Bereavement Benefit payment to be paid, Kiwi Insurance must be supplied with satisfactory written evidence of the Life Insured's death.

Terminal Illness Benefit

For a Terminal Illness Benefit payment to be considered, Kiwi Insurance must be supplied with the following, at the Policy Owner's expense:

- a written diagnosis and prognosis by two unaffiliated registered medical practitioners satisfactory to Kiwi Insurance; and
- supporting evidence satisfactory to Kiwi Insurance including but not limited to radiology, histology or laboratory reports.

This evidence must satisfy Kiwi Insurance that the Life Insured's life expectancy is less than 12 months from the date of claim for a Terminal Illness Benefit.

Kiwi Insurance may require, at its expense, that the Life Insured undergoes an examination or other reasonable tests to confirm the diagnosis.

Trauma Benefit

For a Trauma Benefit payment to be considered, Kiwi Insurance must be supplied with the following, at the Policy Owner's expense:

- a written diagnosis and prognosis by two unaffiliated registered medical practitioners satisfactory to Kiwi Insurance; and
- supporting evidence satisfactory to Kiwi Insurance including but not limited to radiology, histology or laboratory reports.

This evidence must satisfy Kiwi Insurance that the condition suffered, or the procedure undergone, meets the definition of that condition or procedure as shown under "The Insurance Promise".

Kiwi Insurance may require, at its expense, that the Life Insured undergoes an examination or other reasonable tests to confirm the diagnosis of a condition.

Please note

All payments made in respect of this Policy are in New Zealand currency.

Any dispute or action in connection with this Policy will be determined in accordance with New Zealand law.

How to contact Kiwi Insurance to ask questions or to make a claim.

Phone	0800 154 805 Monday to Friday 8am-8pm
Email	general policy, cover or billing queries enquiries@kiwibanklifeinsurance.co.nz claim queries claims@kiwibanklifeinsurance.co.nz
Writing	Kiwi Insurance Limited PO Box 24031 Manners Street Wellington 6142

Kiwi Insurance Limited's latest financial statements are available from Level 12, 155 The Terrace, Wellington. Kiwi Insurance Limited has elected not to have a current rating under the Insurance Companies (Rating and Inspections) Act 1994.