

New Zealand Police Constabulary Group Life Insurance Policy



Administered by
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**THE REAL LIFE
COMPANY**

**AIA International Limited
trading as AIA New Zealand**

**NEW ZEALAND POLICE
CONSTABULARY GROUP LIFE
INSURANCE POLICY NO. GL
AIA 2998/14**

**FOR THE PROVISION OF LIFE, TOTAL
AND PERMANENT DISABLEMENT
AND CRITICAL ILLNESS INSURANCE
TO INSURED PERSONS**

The *Policy* is issued by the *Company* to the *Policy Owner* described in the *Policy Schedule*.

In consideration of the *Policy Owner* paying the *Premium* the *Company* agrees, subject to the *Policy's* terms, conditions and exclusions, to pay the *Benefit* due upon proof being given, to the satisfaction of the *Company*, of:

1. the happening of an *Event* for which a *Benefit* is payable;
2. the identity of the *Insured Person* or *Partner* concerned; and
3. proof of the age of the *Insured Person* or *Partner*.

The *Policy* is issued in New Zealand and governed in accordance with the laws of New Zealand. All amounts referred to in the *Policy* are stated in New Zealand currency and all monies payable whether by or to the *Company* shall be payable in New Zealand currency.

Words that are in *italics* are words that have had their meaning defined. These meanings are found under the Definitions, or within a section or Schedule of the *Policy*. Any word or expression defined under the *Policy* will have the same meaning wherever it appears.

The headings used in the *Policy* are purely descriptive in nature and are not to be used for interpretive purposes.

The *Company* has caused the *Policy* to be executed as at the *Commencement Date*.



SIGNED on behalf of

AIA International Limited trading as AIA New Zealand

Definitions

Whenever the following words or phrases are used in the *Policy* this is what they mean:

Activities of Daily Living

The activities set out in Schedule 3.

Amount Insured

The amount determined in accordance with Schedule 4.

Amount Payable

The *Amount Insured* as at the date of an *Event* subject to the *Minimum Benefit*.

Annual Salary

An *Insured Person's* basic yearly salary from *Employment* with the *Employer*. To avoid confusion this does not include any benefits or allowances.

Benefit

The *Amount Payable* upon the happening of an *Event*.

Category A Insured

A *Police Officer* or a *Police Service Employee* who:

- is a member of the Police Welfare Fund; and
- has been accepted by the *Company* for *Insurance Cover*.

Category B Insured

A *Police Officer* who:

- is not a member of the Police Welfare Fund; and
- has been accepted by the *Company* for *Insurance Cover*.

Claim

Written notice given to the *Company* by the *Policy Owner*, of an *Event* that may give rise to payment of a *Benefit* under the *Policy*.

Company

AIA International Limited, trading as AIA New Zealand. We or us or AIA New Zealand shall also mean the *Company*.

Continuation Cover

The *Benefits* under the New Zealand Police Supplementary Life Insurance Plan owned by Police Welfare Fund General Insurances Ltd (the **Supplementary Policy**, known as **Police Life Insurance Extra**) for an *Insured Person* and / or *Partner* following election of the Continuation Option in accordance with General Condition 8.

Critical Illness

Limited to the following *Illnesses*, each individually defined in Schedule 2:

Accidental HIV Infection	Loss of Use of Limbs / Sight of One Eye
Alzheimer's Disease	Major Burns
Angioplasty	Major Head Trauma
Aplastic Anaemia	Major Organ Transplant
Benign Tumour of the Brain or Spinal Cord	Meningitis / Meningococcal Disease
Blindness	Motor Neurone Disease
Cardiomyopathy	Multiple Sclerosis
Chronic Liver Failure	Muscular Dystrophy
Chronic Lung Disease	Open Heart Surgery
Coma	Out of Hospital Cardiac Arrest
Coronary Artery Bypass Surgery	Paralysis
Critical Cancer	Parkinson's Disease
Dementia	Peripheral Neuropathy
Encephalitis	Permanent Loss of Hearing
Heart Attack (myocardial infarction)	Permanent Loss of Speech
Heart Valve Surgery	Pneumonectomy
Intensive Care Treatment	Pulmonary Arterial Hypertension (Primary)
Kidney Failure	Significant Cognitive Impairment
Loss of Independence	Stroke (resulting in functional loss)
	Surgery to Aorta

Day

Any *Day* of the week including a weekend or public holiday in New Zealand.

Diagnosis / Diagnosed

The first definitive *Diagnosis* made in writing by a *Medical Practitioner* based upon specific evidence, or in the absence of such specific evidence, based upon radiological, clinical, histological or laboratory evidence, acceptable to the *Company*. Where specified in the definition of certain *Critical Illnesses* in Schedule 2, specialist *Diagnosis* must be obtained. In the event of any doubt regarding the appropriateness or correctness of the *Diagnosis*, the *Company* will have the right to have an independent acknowledged expert in the relevant field of medicine, selected by the *Company* and at the *Company's* expense, examine the *Insured Person* or the evidence used at arriving at the *Diagnosis*. The opinion of such expert as to the *Diagnosis* will be binding on the *Policy Owner*, the *Insured Person* and the *Company*.

Employer

The Crown acting for the New Zealand Commissioner of Police and where the context so permits shall include any New Zealand Police Service organisation as may be agreed from time to time between the *Policy Owner* and the *Company*.

Employment

Formal engagement on a permanent basis with the *Employer* for which an *Annual Salary* is received, not including any periods of *Leave Without Pay*.

Event

In relation to:

- a. the *Life or Terminal Illness Benefit*: the death or *Diagnosis* of a *Terminal Illness* of an *Insured Person* or *Partner*.
- b. the *Total and Permanent Disablement Benefit*: the *Total and Permanent Disablement* of an *Insured Person*.
- c. the *Critical Illness Benefit*: the *Diagnosis* of a *Critical Illness* of an *Insured Person*.

Evidence of Insurability

Information (including but not limited to health information) material to the *Insurance Cover* sought, together with such other particulars as required by the *Company*, to enable the *Company* to determine whether to accept an *Insured Person* and / or *Partner* for *Insurance Cover* (or a variation of such) and if so, what the terms, conditions and exclusions of such *Insurance Cover* will be.

Illness

Illness, sickness, disease or debilitating or degenerative condition that is not an *Injury*.

Injury

External or internal bodily *Injury* caused, independently of any other cause, solely and directly by violent, accidental, external and visible means.

Insurance Cover

The *Benefits* under the *Policy* for a particular *Insured Person* including, if applicable, *Partner Cover*.

Insurance Profit

The amount determined in accordance with Schedule 7.

Insured Person

A person who is a *Police Officer* or a *Police Service Employee* and has *Insurance Cover* under the *Policy*.

Last Day of Duty

The last *Day of Employment* on which an *Insured Person* is actively at work and performing the normal duties of his / her *Employment*.

Leave Without Pay

A period of leave approved by the *Employer* during which an *Insured Person* is not in receipt of an *Annual Salary*.

Medical Practitioner

A person approved by the *Company*, registered with the Medical Council of New Zealand to render medical or surgical services, and who holds an Annual Practising Certificate. For *Diagnoses* made outside New Zealand, the definition of *Medical Practitioner* shall mean any appropriately qualified *Medical Practitioner* approved by the *Company*. It does not include an *Insured Person*, *Partner* or any immediate family member, colleague or business partner of the *Insured Person* or *Partner*.

Minimum Benefit

The minimum *Benefit* payable for a *Claim* as set out in Schedule 5.

Partner

A spouse, de facto partner or civil union partner (as those terms are defined in the Property (Relationships) Act 1976) of a *Category A Insured*.

Partner Cover

A *Partner Life Benefit* for a *Category A Insured*.

Police Officer

A person who is:

- a. in the *Employment* of the *Employer*; and
- b. in receipt of an *Annual Salary* or is on *Leave Without Pay*; and
- c. either:
 - i. a Constable as defined in the Policing Act 2008; or
 - ii. a person or one of a group of people, agreed upon by the *Company* and the *Policy Owner*, and specified in Schedule 6 attached.

Police Service Employee

A person who is:

- a. in the *Employment* of a New Zealand Police service organisation included as an *Employer* under the *Policy* as agreed by the *Policy Owner* and the *Company*; and
- b. in receipt of an *Annual Salary* or is on *Leave Without Pay*.

Policy

The New Zealand Police Constabulary Group Life Insurance Policy No. GL AIA 2998/14, together with the Schedules attached, the *Policy Schedule*, the application of the *Policy Owner* and any amendments.

Premium

The fortnightly amount calculated in accordance with the formula on the *Policy Schedule*.

Profit Share

The division of the *Insurance Profit* from the *Policy* (or from the *Policy* and such other policy or policies as agreed between the *Company* and the *Policy Owner*) between the *Company* and the *Policy Owner*, as calculated by the formula set out in Schedule 7.

Terminal Illness

An *Illness*, *Diagnosed* by a *Medical Practitioner*, as being likely to result in the death of an *Insured Person* or *Partner* within twelve (12) months of *Diagnosis*.

Total and Permanent Disablement

For *Insured Persons* aged sixty four (64) years or younger either:

- a. the loss of two limbs or the sight of both eyes or the loss of one limb and the sight of one eye (where limb is defined as the whole hand or the whole foot and loss means loss by permanent severance or irrecoverable use); or
- b. a disability suffered solely through *Injury* or *Illness* which has prevented the *Insured Person* from engaging in the normal duties of his / her *Employment* for a continuous period of three (3) months and which in the opinion of the *Company*, after the *Insured Person* having undergone all reasonable treatment, including rehabilitation, and after consideration of all medical evidence, has rendered the *Insured Person* incapable of ever again attending to the normal duties of his / her *Employment* or to any occupation for which he / she is fitted by knowledge, training or experience.

For *Insured Persons* aged between sixty five (65) and seventy (70) years:

to be constantly and permanently unable to perform at least two of the *Activities of Daily Living* without the physical assistance of someone else (if the *Insured Person* can perform the activity on their own by using special equipment, the *Company* will not treat the *Insured Person* as unable to perform that activity).

Whole Person Function

As defined in the American Medical Association publication '*Guides to the Evaluation of Permanent Impairment*' 6th Edition.

General Conditions

1. Commencement of Cover

1.1 Police Officer

- a. a *Police Officer* commencing *Employment* for the first time will automatically be accepted under the *Policy* as a *Category B Insured* without General Condition 3 applying.
- b. subject to clauses 1.1(c) and 1.1(d), an application by a *Police Officer* to become a *Category A Insured* must be in accordance with General Condition 3.
- c. a *Police Officer* who is required to complete training at the Royal New Zealand Police College may, from the *Day* of commencement of the training up to the first *Day* of the *Police Officer's* first posting at a Station in New Zealand, elect to become a *Category A Insured* without General Condition 3 applying.
- d. a *Police Officer* who is not required to complete training at the Royal New Zealand Police College may, within ninety (90) *Days* of commencing *Employment* for the first time, elect to become a *Category A Insured* without General Condition 3 applying.

1.2 Police Service Employee

- a. a *Police Service Employee* may only apply to be a *Category A Insured* under the *Policy*. Subject to clause 1.2(b), an application by a *Police Service Employee* to become a *Category A Insured* must be in accordance with General Condition 3.
- b. a *Police Service Employee* may, within ninety (90) *Days* of commencing *Employment* for the first time, elect to become a *Category A Insured* without General Condition 3 applying.

- 1.3 On each *Due Date* (a *Day* agreed upon by the *Policy Owner* and *Company* from time to time, the **Due Date**) the *Policy Owner* will notify the *Company* in writing of the total number of both *Category A Insureds* and *Category B Insureds*.

2. Nomination of a Partner

- 2.1 A *Category A Insured* may nominate one (1) *Partner* at any one time for *Partner Cover* for the *Amount Insured* provided that the *Partner* is less than seventy (70) years of age. Subject to clause 2.2, an application by a *Category A Insured* to nominate a *Partner* for *Partner Cover*, must be in accordance with General Condition 3.
- 2.2 An *Insured Person* electing to become a *Category A Insured* pursuant to clause 1.1(b), 1.1(c) or 1.2(b) of General Condition 1 may, at the time of election, nominate a *Partner* for *Partner Cover* without having to comply with General Condition 3.

2.3 The *Partner Cover* may be cancelled at any time by the *Category A Insured* giving written notice to the *Policy Owner*. Any nomination, variation or cancellation of the *Partner Cover* by the *Category A Insured* must be made in writing in a form prescribed by the *Policy Owner* and agreed to by the *Company* from time to time.

3. Application for, or Variation of, Cover

3.1 A *Police Officer* or a *Police Service Employee* may at any time, by written application to the *Company*, apply for *Insurance Cover* or vary his / her *Insurance Cover* including any *Partner Cover*. Variations may include but are not limited to:

- a. changing from a *Category B Insured* to a *Category A Insured (Police Officers only)*,
- b. the addition of *Partner Cover* for a *Category A Insured*,
- c. a *Category A Insured* changing their nominated *Partner*.

3.2 The *Company* in determining whether to accept the application may require *Evidence of Insurability* from the *Police Officer* or *Police Service Employee*. In addition to any request from the *Company*, when applying for or varying their *Insurance Cover*, a *Police Officer* or *Police Service Employee* is under a duty to disclose all material information to the *Company* whether asked for or not (**Duty of Disclosure**). If the *Duty of Disclosure* is breached the *Company* may avoid the *Insurance Cover* for that particular *Insured Person* or, if a variation, the variation of the *Insurance Cover*.

3.3 If the *Company* accepts the application:

- a. the *Company* may apply special terms, conditions, exclusions and / or *Premium* to the *Insurance Cover* or variation of such; and
- b. the *Company* will notify the *Policy Owner* of its acceptance and any special terms, conditions, exclusions and / or *Premium* to be applied; and
- c. the *Insurance Cover* or variation will commence on the date of acceptance or such other date as the *Company* may nominate.

4. Premium Payment

4.1 The *Premium* is payable by the *Policy Owner* to the *Company* fortnightly on the *Due Date*.

5. Default

5.1 If the *Premium* is not paid on the *Due Date (Default)*, the *Policy Owner* has thirty (30) *Days* during which to rectify the *Default (Default Period)*, whilst continuing to pay the further *Premium* due on each subsequent *Due Date*. If, during the *Default Period* a *Claim* arises, no *Benefit* will be payable until the *Default* is rectified.

5.2 If the *Default* is not rectified within thirty (30) *Days* from the *Due Date*, the *Company* will give the *Policy Owner* notice of intention to lapse the *Policy*. If the *Premium* in *Default* has not been paid within thirty (30) *Days* from the date of the notice of intention to lapse the *Policy*, the *Policy* will automatically lapse and all *Benefits* will be deemed forfeited from the date of the

Default. Any *Claims* arising after the *Day of Default* will not be payable.

5.3 Within ninety (90) *Days* of the *Policy* lapsing, the *Policy* may be reinstated on the same terms and conditions as prior to the *Default*, subject to:

- a. the *Company's* written consent to reinstatement,
- b. payment of the total amount of *Premium* outstanding for the period from *Default* to reinstatement,
- c. any such *Evidence of Insurability* as the *Company* may require from the *Policy Owner* as to the health and eligibility for *Insurance Cover* of any or all *Insured Persons* and *Partners*,
- d. the *Company* applying any such special terms, conditions, exclusions and / or *Premium* in regards to any alteration in the circumstances or health of any *Insured Person* or *Partner* since the *Default*,
- e. any *Claims* arising between the *Default* and reinstatement of the *Policy* being payable.

6. Termination of Cover

6.1 The *Insurance Cover* for an *Insured Person* will automatically terminate on the earlier of:

- a. the seventieth (70th) birthday of the *Insured Person*; or
- b. the date on which a *Benefit* is paid for an *Event* involving the *Insured Person*; or
- c. the date on which the *Insured Person* commences a period of *Leave Without Pay*, unless the *Insured Person* makes appropriate arrangements with the *Policy Owner*, as described under General Condition 7, for *Insurance Cover* to continue and to meet the full payment of *Premium* applicable during the period of *Leave Without Pay*; or
- d. the date of termination of the *Policy*; or
- e. the later of:
 - i. the date the *Policy Owner* receives notice (either oral or written) of the *Insured Person's* intention to cease *Employment* for any reason other than those listed at clause 6.1 (a) to (d); or
 - ii. the *Insured Person's Last Day of Duty*.

6.2 The *Partner Cover* for the nominated *Partner* of a *Category A Insured* will automatically terminate on the earlier of:

- a. the seventieth (70th) birthday of the *Partner*; or
- b. termination of the *Category A Insured's Insurance Cover* in accordance with clause 6.1; or
- c. the date of cancellation of the *Partner Cover*, in accordance with clause 2.3 of General Condition 2; or
- d. the date of notice of change of *Partner* in accordance with General Condition 3; or
- e. the date of termination of the *Policy*; or
- f. the death of the *Partner*.

- 6.3 With effect from the date of termination:
- a. no further *Premium* will be payable for the *Insured Person's Insurance Cover* from the next in time *Due Date*,
 - b. all *Benefits* of the *Insurance Cover* will become nil,
 - c. a *Benefit* will only be payable for an *Event* which occurred prior to the date of termination, subject to the death of an *Insured Person* or *Partner* being the reason for termination.

7. Leave Without Pay

- 7.1 Notwithstanding clause 6.1 (c) of General Condition 6, if an *Insured Person* commences a period of *Leave Without Pay*, the *Company* may, at its discretion, agree to continue the *Insurance Cover* during the period of *Leave Without Pay* for up to twenty-four (24) months.
- 7.2 Without limiting in any way the *Company's* right of discretion in deciding whether to agree to a continuation of *Insurance Cover* for an *Insured Person* on *Leave Without Pay*, it is desirable where practical in respect of any continuation of *Insurance Cover* that:
- a. at least 14 *Days* prior to the period of *Leave Without Pay* commencing, the *Company* receives written notice from either the *Insured Person* or the *Policy Owner* as to:
 - i. the intention of the *Insured Person* to take *Leave Without Pay*,
 - ii. the date of commencement of *Leave Without Pay*,
 - iii. details of the *Insured Person's* proposed activities during the period of *Leave Without Pay*,
 - iv. the total expected period of *Leave Without Pay*.
 - b. the *Company* gives its written agreement to the continuation of *Insurance Cover* during the period of *Leave Without Pay*.
- 7.3 If the *Company* agrees to the continuation of the *Insurance Cover*, the terms, conditions and exclusions of the *Policy* (including the *Premium* due on each *Due Date*) will continue to apply to the *Insured Person's Insurance Cover*, subject to any special terms, conditions, exclusions and / or *Premium* applied by the *Company* for the period of *Leave Without Pay*.
- 7.4 If the *Company* decides not to continue the *Insurance Cover* during the period an *Insured Person* is on *Leave Without Pay* or if clause 7.2 is not complied with in full, the *Insurance Cover* will terminate upon the commencement of the period of *Leave Without Pay* in accordance with clause 6.1(c) of General Condition 6. Upon the return of the *Insured Person* to *Employment*, the *Insured Person* will be required to apply for *Insurance Cover* in accordance with General Condition 3.

8. Continuation Option

- 8.1 If the *Insurance Cover* for an *Insured Person* terminates for the first time in accordance with clause 6.1(e) of General Condition 6, and the *Insured Person* is under the age of sixty five (65) years, the *Insured Person* is entitled, within sixty (60) *Days* of the date of termination, to apply for *Continuation Cover* under the *Supplementary Policy*.

- 8.2 Whether or not an *Insured Person* is entitled under clause 8.1 to apply for *Continuation Cover* and at the date of termination of his / her *Insurance Cover* was a *Category A Insured* and had *Partner Cover* for a nominated *Partner*, the *Partner* is also entitled to apply for *Continuation Cover* under the *Supplementary Policy*. The *Partner's* application for *Continuation Cover* must be made within sixty (60) *Days* of clause 6.2(b) of General Condition 6 applying and requires the *Partner* to be under the age of sixty five (65) years.
- 8.3 The offer of *Continuation Cover* is only available to *Insured Persons* or *Partners* who do not have, and have never had, *Continuation Cover* under the *Supplementary Policy*.
- 8.4 The terms and conditions of the offer of *Continuation Cover* are:
- a. for eligible *Insured Persons*:
 - i. under the age of sixty (60) years, *Benefits* include *Life* and *Critical Illness*,
 - ii. over the age of sixty (60) years but under the age of sixty five (65) years, a *Life Benefit* only.
 - b. for eligible *Partners*, a *Life Benefit* only.
 - c. the *Amount Insured* will not in any circumstances exceed the *Amount Insured* for the *Insured Person* (and if applicable the *Partner*) at the date the *Insurance Cover* terminated.
 - d. Subject to clauses 8.4 (e) and (f), the *Premium* to be paid by the *Insured Person* (and if applicable the *Partner*) will be determined based on the rate charged in accordance with their age at the date of election to apply for *Continuation Cover*.
 - e. the *Continuation Cover* will be subject to the standard terms, conditions and / or exclusions of the *Supplementary Policy* as well as any special terms, conditions and / or exclusions applied by the *Company*.
 - f. prior to acceptance of the *Continuation Cover* the *Insured Person* (and if applicable the *Partner*) must provide the *Company* with, where the *Premium* of the *Supplementary Policy* selected is subject to variation based on the smoking habits of the *Insured Person* (and if applicable the *Partner*), such declaration as the *Company* may require.

9. Claims

- 9.1 The *Policy Owner* will give notice to the *Company*, in the form prescribed by the *Company*, of any *Event* which may give rise to a *Claim* under the *Policy*, within six (6) months of the occurrence of such *Event*.
- 9.2 If a *Claim* is made under the *Policy*, the *Policy Owner*, the *Insured Person* and / or the *Partner* must provide the *Company* with any information and / or assistance it requires in assessing the *Claim*. This may include the *Company* instructing a *Medical Practitioner* and / or an independent acknowledged expert in the relevant field of medicine, to examine at its expense, the *Insured Person* or any information provided in support of a *Claim*.

10. Fraud

10.1 If any *Claim* is in any respect fraudulent or if any false declaration is made or false or incorrect information is used in support of a *Claim*, the *Company* will not pay the *Claim* and the *Insured Person's Insurance Cover* will be immediately terminated.

11. Claims Discharge

11.1 Every *Benefit* payable hereunder will be paid by the *Company* to the *Policy Owner* at its Head Office or at such other Branch Office of the *Policy Owner* as may be selected by the *Policy Owner* or to such person or persons as the *Policy Owner* may by notice in writing to the *Company* direct, and the receipt by the *Policy Owner* or any such person or persons of the *Amount Payable* will be an absolute discharge to the *Company* and shall be final and conclusive evidence for all purposes that the *Benefit* has been duly paid to and received by the person lawfully entitled thereto and all claims and demands whatsoever against the *Company* in respect of such money have been fully and truly satisfied and discharged.

12. Policy Amendment

12.1 The *Company* reserves the right to amend, from time to time, the terms, conditions and / or exclusions of the *Policy* including those contained in the *Policy Schedule* and Schedules to the *Policy*, upon giving ninety (90) *Days* notice in writing to the *Policy Owner* of its intention to do so.

13. Worldwide Cover

13.1 The *Insurance Cover* provided by the *Policy* is 24-hour worldwide cover for all *Insured Persons* normally residing in New Zealand.

13.2 If an *Insured Person* is temporarily residing outside New Zealand, then subject to the *Premium* continuing to be paid, the *Insurance Cover* will continue for up to five (5) years from the date of first departure from New Zealand. Temporary visits back to New Zealand of less than sixty (60) *Days* will not constitute an *Insured Person* returning to reside in New Zealand.

13.3 If an *Insured Person* is temporarily residing outside New Zealand for longer than five (5) years, the *Company* will be entitled to (including retrospectively) apply such special terms, conditions, exclusions and / or additional *Premium* or *Premium* loading to the *Insurance Cover* as it sees fit in the circumstances, having regard to the nature and location of the overseas residency.

14. War Provision

14.1 In the event of war (whether declared or undeclared) or any act of invasion, in any way involving a country in which an *Insured Person* is located due to his / her *Employment*, the *Insurance Cover* will continue subject to the *Company*

being entitled to (including retrospectively) apply such special *Premium* on the *Insurance Cover* as it sees fit in the circumstances, having regard to the nature and location of the war or act of invasion. If the increased *Premium* is not paid when required by the *Company*, any *Claim* directly or indirectly arising out of or in any way connected to such war or invasion will not be payable.

14.2 Notwithstanding clause 14.1, should an *Insured Person* and / or *Partner* be located in a country for less than seven (7) *Days* following the initial outbreak of war (whether declared or undeclared) or any act of invasion, the *Insurance Cover* will continue without any special *Premium* being applied.

15. Policy Termination

15.1 The *Company* or the *Policy Owner* may terminate the *Policy* by giving the other party ninety (90) *Days* notice in writing. At the date of termination of the *Policy*:

- a. the *Company* will prepare a statement of *Premium* detailing all *Premium* payable by or refundable to the *Policy Owner*;
- b. all *Benefits* under the *Policy* will cease and no *Insurance Cover* will be provided by the *Policy* on any ongoing basis; and
- c. the *Company* will prepare a statement of the *Profit Share* for the period from the *Policy Commencement Date* (or any subsequent *Renewal Date*) to the date of termination detailing the *Profit Share* payable by, or refundable to, the *Company* in accordance with the formula set out in Schedule 7.

16. Rates Guarantee

16.1 The *Company* guarantees the *Premium* rates for a period of two (2) years from the later of the *Policy Commencement Date* or the last relevant *Renewal Date* from which the *Premium* rates were adjusted, provided that:

- a. the number of *Insured Persons* does not fluctuate by more than twenty percent (20%); and
- b. the insurance formula for cover does not change.

17. Exclusions

17.1 A *Total and Permanent Disablement Benefit* or *Critical Illness Benefit* is not payable for any *Claim* where an *Insured Person* ceasing *Employment* pursuant to Sections 74 or 76 of the Policing Act 2008, was directly or indirectly caused by or resulted from:

- a. any intentionally self-inflicted *Injury* or attempt at suicide within 13 months from the commencement of the *Insured Person's* cover, whether the *Insured Person* is sane or insane;
- b. subject to General Condition 14, war, whether declared or not, or any act of war or invasion.

SCHEDULE 1

Benefits

1. Life or Terminal Illness

If an *Insured Person* or *Partner* dies or develops a *Terminal Illness* while their *Insurance Cover* under the *Policy* is in force, the *Company* will pay the *Amount Insured* as at the date of the death or date of *Diagnosis* of the *Terminal Illness*.

The *Company* has the right to have an independent acknowledged expert in the relevant field of medicine, selected by the *Company*, examine at its expense, the *Insured Person* or *Partner* or the evidence used at arriving at the *Terminal Illness Diagnosis*. The opinion of the expert as to the *Terminal Illness Diagnosis* will be binding on the *Policy Owner*, the *Insured Person*, the *Partner* and the *Company*.

Death will not be presumed by the unexplained disappearance of an *Insured Person* or *Partner* unless the *Insured Person* or *Partner* has been gone for at least two (2) years in circumstances which the *Company* is satisfied indicate that the disappearance is due to death by *Injury*. A Coroner's report may be used to evidence an explanation of the disappearance of an *Insured Person* or *Partner*.

On payment of a *Life* or a *Terminal Illness Claim* in respect of an *Insured Person*, all *Benefits* under the *Insured Person's Insurance Cover* will cease. In no circumstances will the *Company* pay both a *Life* and a *Terminal Illness Benefit*.

On payment of a *Life* or a *Terminal Illness Claim* in respect of a *Category A Insured's Partner*, the *Category A Insured's Partner Cover* will cease but all other *Benefits* under the *Insurance Cover* will continue.

2. Total and Permanent Disablement

If an *Insured Person* becomes *Totally and Permanently Disabled* while their *Insurance Cover* under the *Policy* is in force, the *Company* will pay the *Amount Insured* as at the date of the *Insured Person's Last Day of Duty* subject to the *Company* being satisfied that:

- a. the *Total and Permanent Disablement* has directly caused or resulted in the *Insured Person* ceasing *Employment* pursuant to Sections 74 or 76 of the Policing Act 2008; and
- b. the *Total and Permanent Disablement Claim* was made within six (6) months of the *Last Day of Duty* of the *Insured Person*.

On payment of a *Total and Permanent Disablement Claim*, all *Benefits* under the *Insured Person's Insurance Cover* will cease. In no circumstances will the *Company* pay both a *Total and Permanent Disablement Benefit* and any other *Benefit* under the *Insurance Cover*.

3. Critical Illness

If an *Insured Person* is *Diagnosed* with a *Critical Illness*, the *Company* will pay the *Amount Insured* provided that it is satisfied that:

- a. the *Insured Person* first sought medical attention and / or advice from a *Medical Practitioner* about any symptom of the *Critical Illness* prior to the *Insured Person* reaching sixty (60) years of age;
- b. the symptoms of the *Critical Illness* first manifested themselves after the date of the *Insured Person* commencing *Employment* with the *Employer*; and
- c. the *Critical Illness* has directly caused or resulted in the *Insured Person* ceasing *Employment* pursuant to Sections 74 or 76 of the Policing Act 2008.

On payment of a *Critical Illness Claim*, all *Benefits* under the *Insured Person's Insurance Cover* will cease. In no circumstances will the *Company* pay both a *Critical Illness Benefit* and any other *Benefit* under the *Insurance Cover*.

SCHEDULE 2

Critical Illness Definitions

1. Accidental HIV Infection

Infection with the human immunodeficiency virus (HIV) acquired by accident or violence during the course of the *Insured Person's Employment* or through the medium of a blood transfusion, transfusion of blood products, organ transplant, assisted reproduction technique or other medical procedure operation performed by a doctor or at a recognised medical facility. Sero-conversion evidence of the HIV infection must occur within six months of the accident. HIV infection transmitted by any other means, including but not limited to sexual activity or non-medical intravenous drug use, is not Accidental HIV Infection under the *Policy*.

Any accident giving rise to a potential *Claim* must be reported to the *Company* within thirty (30) *Days* and be supported by a negative HIV antibody test taken within seven (7) *Days* after the accident. We must be given access to test independently all blood samples used, if we require. The *Company* retains the right to take further independent blood tests or other medically accepted HIV tests.

2. Alzheimer's Disease

Dementia resulting in permanent failure of brain function with *Significant Cognitive Impairment* due to no recognisable cause, confirmed by a consultant neurologist.

3. Angioplasty

Undergoing *Angioplasty* (with or without insertion of a stent) to three (3) or more coronary arteries within the same procedure to treat coronary artery disease. Angiographic evidence, indicating obstruction of three (3) or more coronary arteries, is required to confirm the need for this procedure.

4. Aplastic Anaemia

Bone marrow failure that results in anaemia, neutropenia and thrombocytopenia requiring treatment.

5. Benign Tumour of the Brain or Spinal Cord

Non-cancerous tumour in the brain or spinal cord which is histologically described and which:

- produces neurological damage and functional impairment which we consider is likely to be permanent; or
- requires cranial surgery for its removal.

Neurological damage and functional impairment include but are not limited to:

- memory loss;
- impaired speech;
- weakness of limbs; and
- visual field defects.

The following are excluded:

- cysts, granulomas and cerebral abscesses;
- malformations in, or of, the arteries or veins of the brain;
- haematomas; or
- tumours in the pituitary gland unless it is sufficiently large that it requires open craniotomy to remove it, or in the opinion of a specialist *Medical Practitioner*, there is significant and permanent neurological damage such as visual field defects.

6. Blindness

That as a result of disease or accident and certified by an ophthalmologist:

- a. the visual acuity on the Snellen Scale after correction by suitable lenses is less than 6/60 in both eyes; or
- b. the field of vision is constricted to 20 degrees or less of arc around central fixation in the better eye irrespective of corrected visual activity (equivalent to 1/100 white test object); or
- c. the combination of visual defects results in the same degree of vision impairment as that occurring in (a) or (b).

7. Cardiomyopathy

A condition of impaired ventricular function of variable aetiology resulting in permanent physical impairment to the degree of at least Class III (three) of the New York Heart Association classification of cardiac impairment. The New York Heart Association classifications are:

- Class I - no limitation of physical activity, no symptoms with ordinary physical activity.
- Class II - slight limitation of physical activity, symptoms occur with ordinary physical activity.
- Class III - marked limitation of physical activity and comfortable at rest, symptoms occur with less than ordinary physical activity.
- Class IV - symptoms with any physical activity and may occur at rest, symptoms increased in severity with any physical activity.

8. Chronic Liver Failure

End stage liver failure, together with two of the following conditions:

- a. permanent jaundice; or
- b. ascites; or
- c. hepatic encephalopathy.

9. Chronic Lung Disease

End stage respiratory failure requiring permanent oxygen therapy with:

- FEV 1 test results consistently showing less than one (1) litre; or

- continuous oxygen therapy with PaO₂<55mmHg; or
- as a result of *Chronic Lung Disease* the total and irreversible inability of the *Insured Person* to perform at least one (1) of the numbered *Activities of Daily Living* without the physical assistance of another adult person as certified by an appropriate *Medical Practitioner*.

10. Coma

A state of unconsciousness causing the inability of sensing or responding to external stimuli or internal need, resulting in a documented Glasgow Coma Scale of 6 or less, for a continuous period of at least 72 hours.

11. Coronary Artery Bypass Surgery

The actual undergoing of surgery to correct the narrowing or blockage of one or more coronary arteries with bypass grafts for the first time, due to disease of those arteries. The operation must be considered necessary by a Specialist Cardiologist. Non-surgical techniques such as *Angioplasty*, catheter based techniques, laser or other intra-arterial procedures are excluded.

12. Critical Cancer

The presence of one or more malignant tumours, characterised by the uncontrolled growth and spread of malignant cells and the invasion of tissue, provided the *Diagnosis* is unequivocal as confirmed by histopathology. This includes leukaemia, lymphomas, Hodgkin's disease, malignant bone marrow disorders, but excludes the following:

- malignant melanoma less than 1.5mm maximum thickness as determined by histological examination based on Breslow thickness and malignant melanoma less than Clark Level 3;
- a growth histologically described as carcinoma in situ;
- all hyperkeratosis or basal cell carcinomas of the skin;
- all squamous cell carcinomas of the skin unless there has been spread to other organs;
- Kaposi's sarcoma and other cancers which are directly attributed to AIDS and HIV infections;
- all tumours of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least a clinical TNM classification T2N0M0 as defined by the American Joint Committee on Cancer 6th Edition 2002;
- tumours treated by endoscopic procedures alone.

The *Company* will allow cover for carcinoma in situ of the breast where it results in the entire removal of the breast specifically to arrest the spread of malignancy. This procedure must be the appropriate and necessary treatment.

13. Dementia

Permanent failure of brain function with *Significant Cognitive Impairment* confirmed by a consultant neurologist.

14. Encephalitis

The severe inflammatory disease of the brain resulting in neurological deficit causing:

- At least twenty-five percent (25%) permanent whole person impairment as defined in the American Medical Association publication 'Guides to the Evaluation of Permanent Impairment', 6th edition, or an equivalent guide to impairment approved by the *Company*; or
- A total and irreversible inability of the *Insured Person* to perform at least one (1) of the numbered *Activities of Daily Living* without the physical assistance of another adult person.

15. Heart Attack (myocardial infarction)

The death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The *Diagnosis* must be confirmed by a cardiologist and evidenced by typical rise and / or fall of cardiac biomarker blood test (Troponin T, Troponin I or CK-MB) with at least one level above the 99th percentile of the upper reference limit plus:

- acute cardiac symptoms and signs consistent with myocardial infarction; or
- new serial ECG changes with the development of any of the following:
 - ST elevation or depression;
 - T wave inversion;
 - pathological Q wave; or
 - left bundle branch block (LBBB); or
- imaging evidence of new loss of viable myocardium or new regional wall motion abnormality.

If the above tests are inconclusive we will consider other appropriate and medically recognised tests.

The following are excluded:

- other acute coronary syndromes including but not limited to angina pectoris; or
- a rise in biological markers as a result of an elective percutaneous procedure for coronary artery disease.

16. Heart Valve Surgery

Surgery to replace or repair a cardiac valve or valves as a consequence of heart valve defects or abnormalities. This includes minimally invasive surgery, keyhole and all percutaneous valve replacement or repair procedures.

17. Intensive Care Treatment

An accident or *Illness* has resulted in the *Insured Person* requiring continuous mechanical ventilation by means of tracheal intubation for at least three (3) consecutive *Days* (24 hours per *Day*) or to be admitted to the intensive care ward of a registered medical hospital for at least 5 consecutive *Days* (24 hours per *Day*) at the recommendation of an appropriate specialist.

18. Kidney Failure

End stage renal failure, which presents as chronic irreversible failure of both kidneys to function, as a result of which regular renal dialysis is initiated or renal transplantation carried out.

19. Loss of Independence

The *Insured Person* is constantly and permanently unable to perform at least two (2) of the numbered *Activities of Daily Living* without the physical assistance of someone else (if the *Insured Person* can perform the activity on their own by using special equipment, the *Company* will not treat the *Insured Person* as unable to perform that activity).

20. Loss of Use of Limbs / Sight of One Eye

The total and irrecoverable loss by disease or trauma of any of:

- the use of both hands; or
- the use of both feet; or
- the use of one hand and one foot; or
- the use of one hand and the sight of one eye (to the extent of 6/60 or less on the Snellen Scale); or
- the use of one foot and the sight of one eye (to the extent of 6/60 or less on the Snellen Scale).

21. Major Burns

Full thickness burns to at least:

- twenty percent (20%) of the body surface as measured by The Rule of nine (9) of the Lund and Browder Surface Chart; or
- twenty-five percent (25%) of the face, requiring surgical debridement and / or grafting; or
- fifty percent (50%) of the total combined area of both hands, requiring surgical debridement and / or grafting.

22. Major Head Trauma

An *Injury* to the head causing either:

- a. the *Insured Person* to suffer at least twenty-five percent (25%) impairment of *Whole Person Function* that is permanent; or
- b. the *Insured Person* to be constantly and permanently unable to perform at least one (1) of the numbered *Activities of Daily Living* without the physical assistance of someone else (if the *Insured Person* can perform the activity on their own by using special equipment, the *Company* will not treat the *Insured Person* as unable to perform that activity).

23. Major Organ Transplant

The *Insured Person* undergoes, or has been placed on a New Zealand waiting list approved by us for, an organ transplant from a human donor to the *Insured Person* for one or more of the following organs:

- kidney;
- heart;
- lung;
- liver;

- pancreas;
- small bowel;
- the transplant of bone marrow.

The transplantation of all other organs or parts of any organ or of any other tissue is excluded.

24. Meningitis / Meningococcal Disease

The *Insured Person* to suffer at least twenty-five percent (25%) impairment of *Whole Person Function* that is permanent, or the total and irreversible inability of the *Insured Person* to perform at least one (1) of the numbered *Activities of Daily Living* without the physical assistance of another adult person.

25. Motor Neurone Disease

The unequivocal *Diagnosis* of a progressive form of debilitating *Motor Neurone Disease*, as confirmed by a *Medical Practitioner* who is a consultant neurologist.

26. Multiple Sclerosis

A disease characterised by demyelination in the brain and spinal cord. *Multiple Sclerosis* must be unequivocally *Diagnosed* by a specialist neurologist. There must be more than one episode of well-defined neurological deficit with persisting neurological abnormalities causing either:

- a. the *Insured Person* to suffer at least twenty-five percent (25%) impairment of *Whole Person Function* that is permanent; or
- b. the *Insured Person* to be constantly and permanently unable to perform at least one (1) of the numbered *Activities of Daily Living* without the physical assistance of someone else (if the *Insured Person* can perform the activity on their own by using special equipment, the *Company* will not treat the *Insured Person* as unable to perform that activity); or
- c. being assigned a 7.5 or higher score on the Expanded Disability Status Scale (EDSS) by a consultant neurologist.

Neurological investigations such as lumbar puncture, MRI (Magnetic Resonance Imaging) evidence of lesions in the central nervous system, evoked visual responses, and evoked auditory responses are required to confirm *Diagnosis*.

27. Muscular Dystrophy

The unequivocal *Diagnosis* of *Muscular Dystrophy*, where the condition causes either:

- the *Insured Person* to suffer at least twenty-five percent (25%) impairment of *Whole Person Function* that is permanent; or
- the *Insured Person* to be constantly and permanently unable to perform at least one (1) of the numbered *Activities of Daily Living* without the physical assistance of someone else (if the *Insured Person* can perform the activity on their own by using special equipment, the *Company* will not treat the *Insured Person* as unable to perform that activity).

28. Open Heart Surgery

The undergoing of *Open Heart Surgery* for treatment of a cardiac defect, cardiac aneurysm or benign cardiac tumour. Repair via catheter surgery, minimally invasive, keyhole, or similar techniques are specifically excluded.

29. Out of Hospital Cardiac Arrest

Cardiac arrest that is not associated with any medical procedure and is documented by an electrocardiogram and occurs out of hospital and is due to cardiac asystole, or ventricular fibrillation with or without ventricular tachycardia.

30. Paralysis

The permanent and total loss of function as a result of *Injury* to or disease of the spinal cord or brain as defined below:

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

31. Parkinson's Disease

Unequivocal *Diagnosis*, confirmed by a consultant neurologist, of idiopathic *Parkinson's Disease* as characterised by the clinical manifestation of one or more of the following:

- rigidity; or
- tremors; or
- akinesia;

resulting in the degeneration of the nigrostriatal system causing either:

- the *Insured Person* to suffer at least twenty-five percent (25%) impairment of *Whole Person Function* that is permanent; or
- a total and irreversible inability of the *Insured Person* to perform at least one (1) of the numbered *Activities of Daily Living* without the physical assistance of another adult person.

32. Peripheral Neuropathy

The irreversible inflammation or degradation of a peripheral nerve, *Diagnosed* by an appropriate specialist approved by the *Company*. The *Insured Person* must have also sustained a neurological deficit causing either:

- the *Insured Person* to suffer at least twenty-five percent (25%) impairment of *Whole Person Function* that is permanent; or
- the *Insured Person* to be constantly and permanently unable to perform at least one (1) of the numbered *Activities of Daily Living* without the physical assistance of someone else (if the *Insured Person* can perform the activity on their own by using special equipment, the *Company* will not treat the *Insured Person* as unable to perform that activity).

33. Permanent Loss of Hearing

The complete and irrecoverable loss of hearing, both natural and assisted, from both ears as a result of *Injury* or *Illness*, as certified by an appropriate medical specialist.

34. Permanent Loss of Speech

The complete and irrecoverable loss of the ability to speak as a result of *Injury* or *Illness* which must be established and the *Diagnosis* reaffirmed after a continuous period of ninety (90) *Days* from such loss, by an appropriate medical specialist.

35. Pneumonectomy

The undergoing of surgery to remove an entire lung. The treatment must be considered medically necessary by a specialist *Medical Practitioner*.

36. Pulmonary Arterial Hypertension (Primary)

Primary idiopathic pulmonary hypertension associated with right ventricular enlargement established by cardiac catheterisation, resulting in significant irreversible physical impairment of at least Class III (three) of the New York Heart Association classification of cardiac impairment.

Pulmonary hypertension in association with *Chronic Lung Disease* is specifically excluded.

Other forms of hypertension (involving increased blood pressure) are also specifically excluded.

The New York Heart Association classifications are shown under the definition of *Cardiomyopathy*.

37. Significant Cognitive Impairment

A permanent deterioration or loss of intellectual capacity that requires the *Insured Person* to be under continual care and supervision by someone else for at least four (4) hours per *Day*.

38. Stroke (resulting in functional loss)

The suffering of a *Stroke* as a result of a cerebrovascular *Event*. There must be clear evidence on a CT (Computed Tomography), MRI, or similar appropriate scan that a stroke has occurred and of either:

- infarction of brain tissue; or
- intracranial or subarachnoid haemorrhage.

The following are excluded:

- cerebral symptoms due to transient ischaemic attacks; or
- migraine; or
- cerebral *Injury* resulting from trauma or hypoxia; or
- vascular disease affecting the eye, optic nerve or vestibular functions.

39. Surgery to Aorta

Surgery to correct any narrowing, dissection, or aneurysm of the thoracic or abdominal aorta.

SCHEDULE 3

Activities of Daily Living

Type of activity	Description
1. Washing	The ability to wash in the bath or shower (including getting into or out of the bath or shower) or wash satisfactorily by other means.
2. Dressing	The ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances.
3. Feeding	The ability to feed oneself once food has been prepared and made available.
4. Toileting	The ability to use the lavatory or otherwise manage bowel and bladder function so as to maintain a satisfactory level of personal hygiene.
5. Mobility	The ability to move from place to place by walking, wheel chair or with assistance of a walking aid.

SCHEDULE 4

Amount Insured

The *Amount Insured* in respect of an *Insured Person* or *Partner* is determined as set out below, subject to the *Amount Payable* being no less than the *Minimum Benefit*. The *Amount Insured* for an *Insured Person* who is on *Leave Without Pay* is calculated as at the commencement date of *Leave Without Pay*.

1. Category A Insured

The *Amount Insured* for *Life, Total and Permanent Disablement* and *Critical Illness Benefits* in respect of a *Category A Insured* is equal to ten percent (10%) of their *Annual Salary* multiplied by the number of complete years remaining until the *Category A Insured* attains age sixty-five (65) years (between the ages of 64 and 70 the *Amount Insured* is ten percent (10%) of the *Category A Insured's Annual Salary*).

2. Category B Insured

The *Amount Insured* for *Life, Total and Permanent Disablement* and *Critical Illness Benefits* in respect of a *Category B Insured* is equal to seven percent (7%) of their *Annual Salary* multiplied by the number of complete years remaining until the *Category B Insured* attains age sixty-five (65) years (between the ages of 64 and 70 the *Amount Insured* is seven percent (7%) of the *Category B Insured's Annual Salary*).

3. Partner

The *Amount Insured* for the *Life Benefit* in respect of the *Partner Cover* is equal to six percent (6%) of the *Category A Insured's Annual Salary* multiplied by the number of complete years remaining until the *Category A Insured* attains age sixty-five (65) years (between the ages of 64 and 70 the *Amount Insured* is six percent (6%) of the *Category A Insured's Annual Salary*).

SCHEDULE 5**Minimum Benefit**

The *Minimum Benefit* for an *Event* is determined in accordance with the following table:

Attained Age	Category A Insured		Category B Insured		Partner Cover
	Life Benefit	Total and Permanent Disablement and Critical Illness Benefits	Life Benefit	Total and Permanent Disablement and Critical Illness Benefits	Life Benefit
Up to and including 55	\$250,000	\$125,000	\$175,000	\$87,500	\$150,000
56	\$225,000	\$100,000	\$157,500	\$70,000	\$135,000
57	\$200,000	\$75,000	\$140,000	\$52,500	\$120,000
58	\$175,000	\$50,000	\$122,500	\$35,000	\$105,000
59	\$150,000	\$37,500	\$105,000	\$26,250	\$90,000
60	\$112,500	\$31,250	\$78,750	\$21,875	\$67,500
61	\$100,000	\$31,250	\$70,000	\$21,875	\$60,000
62	\$93,750	\$31,250	\$65,625	\$21,875	\$56,250
63	\$87,500	\$31,250	\$61,250	\$21,875	\$52,500
64	\$75,000	\$31,250	\$52,500	\$21,875	\$45,000
65	\$75,000	-	\$52,500	-	\$45,000
66	\$75,000	-	\$52,500	-	\$45,000
67	\$75,000	-	\$52,500	-	\$45,000
68	\$62,500	-	\$43,750	-	\$37,500
69	\$56,250	-	\$39,375	-	\$33,750
70	-	-	-	-	-

SCHEDULE 6

Persons to be included as a Police Officer

A Constable as defined under the Policing Act 2008
An Authorised Officer as defined under the Policing Act 2008
Warranted Traffic Officers
Ex Regulation 24 (former sworn now non-sworn) employees
Police Matrons
Technical Support Unit Operatives
Permanent Temporary Constables who are employed as: <ul style="list-style-type: none">• Prison Escort Officers• Permanent Police Jailers• Government House / Premier House Police Guards

Any other Police employee as agreed between the *Policy Owner* and the *Company* from time to time.



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