



Personal Accident and Illness Policy Wording

Contract of Insurance and Insurance Agreement

This Policy forms part of Your contract of insurance. Your contract of insurance consists of:

1. This Policy document; and
2. The Schedule which details the cover applying to You and which may be updated from time to time. The Schedule will include any changes to the standard cover described in this Policy; and
3. Your proposal or application form including any written or oral statements or documents made or supplied by You; and
4. Any endorsements added either by way of Schedule or otherwise.

Under this contract of insurance You, as the Insured party, agree to pay the premium(s) stated in the Schedule and WPIL agrees to provide the insurance cover set out in this Policy and according to this contract of insurance.

Some terms used in this Policy have specific meanings. Where words begin with an upper case letter the meaning of those words or terms are set out in the definitions section of this Policy document.

Defined words include any plurals or other derivatives of those words or terms as the context requires.

Headings are used for reference only and are not part of the Policy for interpretation purposes.

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What is covered by this Contract of Insurance

Personal Accident and Illness – Individual

Cover	If as a result of injury or illness during the period of insurance an insured person suffers from any of the results described in the Table of results we will pay the Benefits set out in that table, subject to the terms, conditions and exclusions of this policy.
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Excess	As stated in the schedule.
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Table of Results	Table of Benefits
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Part A – Lump sum benefits	Cover under this Part only applies if an amount is shown on the schedule for Part A – Lump sum insured.
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Result	Benefit
Injury directly resulting within 12 months in the following:	Being a percentage of the Lump Sum Insured shown on the schedule.
1. Accidental Death	100%
2. Permanent total disability	100%
3. Permanent and incurable paralysis of all limbs	100%
4. Permanent total loss of all sight of both eyes	100%
5. Permanent total loss of all sight of one eye	100%
6. Permanent total loss of use of two limbs	100%
7. Permanent total loss of use of one limb	100%
8. Permanent and incurable insanity	100%
9. Permanent total loss of hearing in:	
a) both ears	100%
b) one ear	20%
10. Permanent total loss of use of four fingers and thumb of either hand	75%
11. Permanent total loss of use of the lens of the eye	60%
12. Third degree burns and/or resultant disfigurement which covers more than 40% of the entire body	50%
13. Permanent total loss of use of four fingers of either hand	40%
14. Permanent total loss of use of one thumb of either hand:	
a) both hands	30%
b) one joint	15%
15. Permanent total loss of use of fingers or either hand:	
a) three joints	15%
b) two joints	10%
c) one joint	5%
16. Permanent total loss of use of toes of either foot:	
a) all – one foot	15%
b) big (great) both joints	5%
c) big (great) one joint	3%
d) other than big (great) each toe	1%
17. Fractured leg or patella with established non-union	10%
18. Shortening of a leg by at least 5 cm	7.5%
19. Permanent disablement not otherwise provided for under Results 9 to 18 inclusive	Such percentage of the lump sum insured as we entirely at our discretion will determine, and not being in our opinion inconsistent with the Benefits provided for under Results 9 b) to 18 inclusive.

Part A – Surgical Benefits – injury	Cover under this Part only applies if an amount is shown in the schedule for Part A – Surgical benefits – injury.
Result Injury directly resulting within 12 months in the following surgical procedures being carried out:	Benefit The surgical benefits shown below are a percentage of the amount shown in the schedule.
20. Craniotomy	100%
21. Amputation of a limb	50%
22. Fracture of a limb requiring open reduction	50%
23. Dislocation requiring open reduction	25%
24. Any other surgical procedure carried out under general anaesthetic	5%

Part B – Weekly benefits – injury	Cover under this Part only applies if an amount is shown in the schedule for Part B – Weekly benefits injury.
Injury directly resulting within 12 months in the following:	
25. Temporary total disablement	During such disablement the Benefit stated in the schedule but not exceeding the earnings of the insured person.
26. Temporary partial disablement	25% of the amount payable for result 25.

Part C – Weekly benefits – illness	Cover under this Part only applies if an amount is shown in the schedule for Part C – Weekly benefits – illness.
Illness directly resulting in the following within 12 months of the date of the first manifestation of the illness:	
27. Temporary total disablement	During such disablement the Benefit stated in the schedule but not exceeding the earnings of the insured person.

Part C – Surgical benefits – illness	Cover under this Part only applies if an amount is shown in the schedule for Part C – Surgical benefits – illness.
Illness directly resulting within 12 months of the date of the first manifestation of the illness in the following:	
28. Open heart surgical procedure	100%
29. Brain Surgery	50%
30. Abdominal surgery carried out under general anaesthetic	25%
31. Any other surgical procedure carried out under general anaesthetic	5%

Part D – Broken or fractured bones benefits	Cover under this Part only applies if an amount is shown in the schedule for Part D – Broken or fractured bones benefit.
Illness directly resulting within 12 months in the following broken or fractured bones:	
32. Neck, skull or spine (full break)	100%
33. Hip	75%
34. Jaw, pelvis, leg, ankle or knee (other fracture)	50%
35. Cheekbone, shoulder or hairline fracture of skull or spine	30%
36. Arm, elbow or wrist (other fracture)	25%
37. Leg, ankle or knee (simple fracture)	20%
38. Nose or collar bone	20%
39. Arm, Elbow, wrist or rib (simple fracture)	10%
40. Finger, thumb, foot, hand or toe	7.5%

In the case of an established non-union of any of the above breaks or fractures, we will pay an additional benefit of 5% of the amount shown for Part D. The *maximum Benefit payable for Broken or fractured bones* with respect to any one injury is the amount shown for Part D.

For the purpose of this Part D:

“Simple fracture” means a fracture in which there is a basic and uncomplicated break of a bone and which in the opinion of a qualified and registered medical practitioner requires minimal and uncomplicated medical treatment.

“Other fracture” means is any fracture other than a simple fracture.

Part E – Dental benefits	Cover under this Part only applies if an amount is shown in the schedule for Part E – Dental benefits	
Result Illness directly resulting within 12 months in the following loss or procedures (as the case may be):	Benefit The dental benefits shown below are a percentage of the amount shown in the schedule.	
41. Loss of teeth or full capping of teeth, per tooth		100%
42. Partial capping of teeth, per tooth		50%

The *maximum Dental benefit payable* with respect to any one injury is shown in the schedule.

For the purpose of Part E: a tooth means a sound and natural permanent tooth, but does not include first or milk teeth, dentures and/or dental fillings.

Part F – Medical expenses	Cover under this Part only applies if an amount is shown in the schedule for Part F – Medical expenses	
Medical expenses directly resulting from an injury paid under this policy, which are incurred within 12 months of the date of the date of injury:	The actual medical expenses incurred up to the amount shown in the schedule over any consecutive 12 month period.	

Automatic policy extensions

1. Exposure	If as a result of an accident occurring during the period of insurance, an insured person is exposed to the elements and within 12 months of the accident he or she suffers from any of the Results set out in the Table of Results as a direct result of that exposure, he or she will be deemed for the purpose of this policy to have suffered an injury on the date of the accident.
2. Disappearance	If an insured person disappears following the disappearance, sinking or wrecking during the period of insurance of a conveyance in which they were travelling and their body has not been found 12 months after the date of disappearance, they will be deemed to have died as a result of an injury at the time of the disappearance, sinking or wrecking of the conveyance.

General Conditions

These are the general conditions that apply to this policy:

1. Aggregate limit of liability

- a. Our total liability for all claims arising under this policy during any one period of insurance will not exceed the amount set out in the schedule.
- b. Subject to clause a) above, our total liability for all claims arising under this policy during any one period of insurance relating directly to air travel on aircraft flights which are not conducted in accordance with fixed flying schedules over specific air routes, to and from fixed terminals, will not exceed the amount set out in the schedule.

In the event that claims are made under this policy which exceed either one or both of the above Aggregate limits of liability, we will reduce the payments made with respect to each insured person in such manner as we may determine.

- a. Having regard to the amount of the Aggregate limit of liability remaining at the time that we become aware that the Aggregate limit of liability may be exceeded; and
- b. Having regard also to such circumstances of which we are reasonably aware;

With respect to the amounts otherwise payable to *insured persons* under this policy. Any determination as to the amount payable in these circumstances will be made entirely at our discretion.

2. Beneficiary

All benefits will be payable to You or such person or persons and in such proportions as You nominate.

3. Cancellation by Us

We may cancel this policy at any time by sending a letter, facsimile or email to You at Your postal address, facsimile number or email address on our records. The cancellation will take effect at 4 pm on the 30th day after the letter, facsimile or email has been sent. In the event of such cancellation we will refund to you a pro rata proportion of the premium (subject to any adjustment required by the terms of this policy).

4. Cancellation by You

You may cancel this policy at any time, and with immediate effect, by written notice delivered to Us or by facsimile transmission or email. In the event of such cancellation, we will be entitled to a pro rata proportion of the premium (subject to any adjustment required by the terms of this policy) for the time during which the policy has been in force.

5. Disablement benefits limitation

Benefits will not be payable:

- a. For results 25, 26 and 27 in excess of a total period of 104 weeks in respect of any one injury or illness;
- b. For results 25, 26 and 27 during the excess period stated on the schedule, calculated from the commencement of disability, and for an amount which exceeds the percentage of earnings stated on the schedule;
- c. Unless the insured person as soon as possible after the happening of any injury or the manifestation of any illness giving rise to a claim under this policy obtains and follows proper medical advice from any legally qualified and registered medical practitioner, dental practitioner or registered hospital;
- d. For more than one of Results 25, 26 and 27 that occur during the same period of time
- e. For more than one of the surgical benefits in respect of any one injury or illness.

6. Due observance

The due observance and fulfilment of the terms, provisions, exclusions and conditions of this contract insofar as they relate to anything to be done or complied with by you or any insured person or his or her personal representatives will be conditions precedent to the liability of us to make any payment under this contract.

7. Fraud

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 any claim or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefit under this policy we will not pay Your claim and You will forfeit all benefits under this policy.

8. Governing law

This policy will be governed in accordance with the laws of New Zealand. Any disputes arising out of or under this policy will be submitted to the exclusive jurisdiction of the courts of New Zealand.

9. Injury Prevention Rehabilitation and Compensation Act Payments

The amount of any benefits payable for Temporary total disablement will be reduced by the amount of periodic compensation benefits payable under the Injury, Prevention, Rehabilitation and Compensation Act 2001 and any substitution of, amendment to, replacement of or statutory regulation made under the Act, so that the total amount of any such benefits or entitlement and benefits payable under this policy does not exceed the percentage of earnings of the insured person.

10. Lump sum limitation

After any injury to an insured person which results in any of the results 2 to 8, all cover with respect to any further injury with respect to that insured person will cease.

11. Medical examination

We have at our expense the right and opportunity to have any insured person examined when and as often as we may require during the duration of any claim under this policy and also the right and opportunity to have a post-mortem performed in the case of death, where it is not forbidden by law.

12. Medical expenses

We will not pay for part F medical expenses:

- a. Where the medical expenses are recoverable by You or the Insured person from any other source;
or
- b. To support a claim under any other insurance.

13. Other insurance

You must tell Us and obtain Our written consent if You or the insured person takes out any other policy covering the insured person for injury or illness.

You do not need to tell Us about any policy covering death only, medical expenses or travel insurance.

14. Payment of Temporary Total Disablement or Total Partial Disablement Benefits

Weekly benefits for results 25, 26 and 27 will be payable monthly in arrears. Disability for a period of less than a week will be paid for at the rate of 1/7th of the weekly benefit for each day during which disability continues.

15. Recurrence of Temporary Total Disablement or Total Permanent Disability

If as a result of injury or illness benefits become payable under Parts B or C of the Table of results and while this policy is in force and the insured person suffers a recurrence of Temporary Total Disablement or Temporary Partial Disablement from the same or a related cause or causes, the subsequent period of disablement will be deemed a continuation of the prior period unless between such periods the insured person has worked on a full-time basis for at least 6 consecutive months, in which case the subsequent period of disablement will be deemed to have resulted from a new injury or illness and a new excess period will apply.

16. Renewal change of occupation or health

This insurance may be renewed from year to year by mutual agreement between You and Us. This policy will expire on the date that there is no Insured person under 65 years of age. You are required to give written notice to Us of any illness or physical defect or infirmity with which any insured person has become afflicted or of which he or she has become aware of. You will give immediate written notice to Us of any change of any insured person's business or occupation, but in any case we will be entitled to make any variations to the terms, conditions and exceptions of this policy as will be necessary.

17. Same injury

Benefits will not be payable for more than one of the results 1 – 19 in respect of the same injury and will be reduced by any sum already paid under Results 25 or 26. without limiting the first sentence of this condition in any way, all bodily injuries resulting from the same accident will be deemed to be single injury for the purposes of this condition. Provided always that if You or any Insured person becomes entitled to compensation under any of the results 2 – 19 you may (entirely at Our discretion) be made to receive compensation under that Result or Results 25 or 26.

General Exclusions

These are the general exclusions that apply to this Policy. Upon application we may offer terms to modify or delete exclusions in this policy on an individual case by case basis.

There is no cover under this policy for any claim, loss, death or disablement resulting from or directly or indirectly caused by or arising in connection with:

1. Age – any insured person who is over the age of sixty five (65) years at the time of the loss, event, injury or illness.
2. AIDS/HIV – infection with Human Immunodeficiency Virus (HIV) or any variant including Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC).
3. Asbestos – asbestos, asbestos fibres, any derivatives of asbestos or any material containing asbestos or any exposure to the existence of asbestos.
4. Illegal Act – any intentional self-injury or attempt at self-injury, suicide or attempt at suicide or any illegal or criminal act committed by You or an Insured person named on the Schedule.
5. Piloting – flying in an aircraft or aerial device other than as a passenger in an aircraft licensed to carry passengers and flown by a pilot licensed to carry passengers.

6. Pregnancy – pregnancy, childbirth and miscarriage except for unexpected medical complications or emergencies arising from them.
7. Professional sports/racing – professional sports of any kind, or the racing or preparation for racing of any motor propelled conveyance of any kind.
8. Psychiatric Conditions – psychiatric or psychological conditions (including mental stress) unless the condition is caused by injury.
9. Radioactivity – the use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel.
10. STD – any sexually transmitted disease.
11. Under the influence – or being under the influence of intoxicating liquor and/or a drug (or combination of drugs), other than a drug taken or administered by and in accordance with the advice of a qualified and registered medical practitioner.
12. War – war, invasion, act of foreign enemy, warlike operations (whether it was declared or not), civil war, mutiny, rebellion, revolution, insurrection, military or usurped power.

Claims

If You make a claim under this Policy, part of that claim must be paid by You (the “Excess”). The Excess is detailed in the Schedule, or may be detailed in the provisions of this Policy detailing specific types of cover, and will be deducted from any amount payable by Western Pacific Insurance Limited (WPIL) under this Policy.

Claims Procedure

If anything happens or an Event occurs which may result in a claim being made on this Policy, then as soon as You know about that Event You must:

1. Notify WPIL within 30 days or as soon as reasonably practical;
2. Complete any claim form and return it to WPIL within any period requested;
3. Provide any information or help as WPIL may reasonably require to support the claim.

If WPIL accepts a claim, WPIL is entitled to act in Your name and on Your behalf in relation to that claim at our cost.

Maximum Amount Payable

The most WPIL will pay for any one Insured Category is the specific Sum Insured shown in the Schedule for that category and for all Insured Categories is the total Sum Insured shown in the Schedule during any Indemnity Period unless a different amount is shown elsewhere in this Policy.

Sub Limits

The most WPIL will pay under each Insured Category under this Policy is the amount specified in this Policy or the amount specified in the Schedule, whichever is the higher.

Policy Definitions

Where headings or margin references are used in this policy the headings or references are purely descriptive in nature and are not to be used for interpretative purposes.

“**Aerial devices**” means any type of aircraft, hovercraft, spacecraft or other craft or thing made or intended to float on or in or travel through air or space.

“**Age limit**” means that there is no cover under this policy with respect to any insured person who is aged 65 years or more and all cover with respect to an insured person will cease upon hi or her attaining that age. This will not prejudice any entitlement to claim Benefits that had arisen before an insured person has attained the age of 65 years.



“Earnings” means in the case of an employee, his or her weekly pre-tax income, excluding commission, bonuses, overtime payments and any allowances averaged during the period of 12 months immediately preceding the commencement of disability over such shorter period as he or she been employed; or

In the case of a self employed person, his or her pre-tax weekly income derived from personal exertion after deduction of all expenses incurred in connection with the derivation of that income averaged over the period of 12 months immediately preceding the commencement of the disability or over such shorter period as he or she has been self-employed.

“Excess period” means the period of time shown on the schedule during which no benefit is payable.

“Illness” means any illness or disease first manifesting itself not less than 30 days after the commencement of the initial *period of insurance*.

“Injury” means bodily injury directly resulting from an accident occurring while this policy is in force caused by violent, external and visible means, but does not include any condition which is also an illness.

“Insured person” means such a person or persons who come within the description of Insured person contained in the schedule, who are nominated by You from time to time for insurance under this policy and with respect to whom premium has been paid or agreed to be paid.

“Loss” means in connection with a limb or part of a limb the physical severance or *permanent loss* of the use of.

“Notify” means notify/notified in writing to us.

“Period of insurance” means the period shown on the current *schedule*.

“Permanent” means having lasted for twelve consecutive months and at the expiry of that period being beyond hope of improvement.

“Schedule” means the most recently dated schedule issued by Us including the current schedule of benefits attaching to and forming part of this policy.

“Temporary partial disablement” means the temporary inability of an insured person, to engage in a substantial part of his or her usual occupation, or business duties, while they are under the regular care of and acting in accordance with the instructions or advice of a doctor.

“Temporary total disablement” means the temporary inability of an insured person, to engage in his or her usual occupation, or business duties.

“Total disablement” means the inability of an insured person to engage in or attend to any occupation or business for which he or she is or may become through rehabilitation and re-training reasonably qualified by reason of education, training or experience.

“We, Our and/or Us” means Western Pacific Insurance Limited (WPIL)

“You and/or Your” means the Insured named on the schedule.