n2coverdirect

If you entered into a Momentum Life Policy before December 2016, the Policy is now going to be rebranded NZ Cover Direct. We have changed some contact details however everything else will remain the same.

Funeral Insurance 1

Policy Wording • Issue 2: 21 Sept 2020

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Explaining this policy wording				
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Funeral cover

This is your insurance **Policy** document. It contains important information to help you understand how your insurance works.

Some covers under this **Policy** are optional.

Please look at your **Policy Schedule** to see which optional covers you have chosen.

Please keep this **Policy** safe.

You must consider the following risks before taking out this cover:

- The total premiums you pay to us could exceed the **Benefit** we pay to you;
- The **Benefit** amount you chose may not cover the cost of a Life Insured's funeral;
- If you fail to pay your premiums we can cancel this **Policy**;
- This **Policy** by itself may not suit your insurance needs or those of a **Life Insured**. You are responsible for finding out about the full range of options available; and
- This Policy is not a savings or investment plan.

You have 30 days from the **First Premium Payment Date** to decide whether you want to keep your **Policy**. You can cancel your **Policy** during this time if no claim is made and receive a full refund of premiums paid. Please notify **NZ Cover Direct** of your decision to cancel this **Policy** by writing to **NZ Cover Direct** at PO Box 90382, Victoria Street West, Auckland 1142, New Zealand.

Fidelity Life is the insurer of **NZ Cover Direct** Funeral Cover. This **Policy** is a legally binding agreement between you and **Fidelity Life**. The words in bold have fixed meanings which are defined on pages 2 - 4. You need to understand the terms in bold to understand your insurance.

In this **Policy** "we", "us" and "our" refers to **Fidelity Life**, the insurer of **NZ Cover Direct** Funeral Cover.

"You" or "your" refers to the **Policy Owner** of the **NZ Cover Direct** Funeral Cover **Policy**.

Definitions

The words in bold have fixed meanings in this **Policy**. You need to understand the terms in bold to understand your insurance. The fixed meanings apply to all derivatives of the word in bold:

Acceptance Date means the date your application is accepted and a Life Insured's cover begins as set out in the Policy Schedule.

Accident means an event resulting in bodily injury that occurs while this **Policy** is in force, where the bodily injury is directly and solely caused by **Accident**al, violent, external and visible means without any other contributing causes and where the injury is not self-inflicted.

Accidental Death means death that occurs as a direct result of an Accident, and within 90 days of that Accident.

Accidental Serious Injury means any of the following injuries which occur as a direct result of, and within 12 months of, an Accident:

- Blindness
- Coma
- Loss of Hearing
- Loss of Speech
- Loss of Use of Limbs
- Major Burns
- Major Head Trauma
- Paralysis

Benefit means the amount shown in the Policy Schedule that we will pay when a Life Insured dies or suffers an Accidental Serious Injury that is covered by the terms of this Policy.

Blindness means the complete and irrecoverable loss of sight in both eyes as measured by:

(a) visual acuity less than 6/60 in both eyes after correction, or

(b) a field of vision constricted to 20 degrees or less of arc.

Coma means a state of unconsciousness with no reaction to external stimuli or internal needs, persisting continuously with

the use of a life support system for at least 4 days, but excluding **Comas** which are medically induced or resulting from alcohol or drug abuse.

Cover Start Date means the date a cover starts for a **Life Insured** under this **Policy** as set out in the **Policy Schedule**.

Fidelity Life means **Fidelity Life** Assurance Company Limited (FSP387861), 81 Carlton Gore Road, Newmarket, Auckland.

First Premium Payment Date means the date on which your first premium payment is due to be paid for your cover and is set out in your **Policy Schedule**.

Life Insured means the person/s who is/are accepted for cover under this **Policy** and who is/are named as such on the **Policy Schedule**.

Loss of Hearing means complete and irrecoverable **Loss of Hearing**, both natural and assisted, from both ears as measured by an audiogram.

Loss of Speech means damage to the larynx or its nerve supply, or to the speech centres of the brain, that results in the total and permanent loss of the ability to produce intelligible speech confirmed by a **Medical Practitioner**.

Loss of Use of Limbs means total and irrecoverable loss of use or severance of any of the following:

- (a) both hands;
- (b) both feet; or
- (c) one hand and one foot.

Major Burns means third degree burns to:

- at least 20% of the body surface area, or
- the whole of the face requiring surgical debridement and/or grafting, or
- the whole of both hands requiring surgical debridement and/ or grafting.

Major Head Trauma means cerebral injury leading to neurological deficit causing at least 25% permanent impairment of whole person function (as defined in the American Medical Association publication 'Guides to the Evaluation of Permanent Impairment', 5th Edition).

Maximum Benefit means our underwriting limits for each

Benefit, which can change from time to time. (See page 20 for more information).

Medical Practitioner means a legally qualified, practicing Medical Practitioner. The Medical Practitioner must not be you or the Life Insured or your or the Life Insured's Partner, Relative or business associate.

Momentum Life means **Momentum Life** Limited (FSP472286), trading as **Momentum Life**, Level 3, 142 Broadway, Newmarket, Auckland 1023, New Zealand.

New Zealander means a person who permanently resides in New Zealand and holds either a New Zealand or Australian citizenship or a New Zealand permanent residency visa, or has been in New Zealand continuously for 6 months or more on a valid temporary work visa.

NZ Cover Direct means the brand name used by **Fidelity Life** in relation to this **Policy**.

Paralysis means any of the following:

- (a) Diplegia which means the total and permanent loss of function of the corresponding parts of both sides of the body;
- (b) Hemiplegia which means the total and permanent loss of function of one side of the body;
- (c) Paraplegia which means the total and permanent loss of use of both legs;
- (d) Quadriplegia which means the total and permanent loss of use of both arms and both legs; or
- (e) **Tetraplegia** which means the total and permanent loss of use of both arms and both legs, together with loss of head movement, due to brain injury or spinal cord injury.

Partner means a **New Zealander** who is the legal husband or wife, or someone living with you as your de-facto spouse, as noted on the **Policy Schedule**.

Policy means the legal contract between you and **Fidelity Life**. This **Policy** is made up of the version of the **Policy** wording current at the time you applied for the cover, your application, any future application accepted by us and the **Policy Schedule**.

Policy Anniversary means the date 12 months from the First

Premium Payment Date and every subsequent 12 months.

Policy Owner means the person noted on the Policy Schedule as the Policy Owner who must be a natural person and a New Zealander.

Policy Schedule means the schedule issued with this **Policy** and any replacement schedules that are issued to you throughout the life of your **Policy**. A new schedule will be issued when the details of the cover provided under your **Policy** change. A new schedule replaces any previous schedule issued from the date specified on the new schedule.

Relative means a person who is a New Zealander and is:

- (a) The parent, grandparent, brother, sister, uncle, aunt, nephew, niece, natural or legally adopted child of the Policy Owner or of the Policy Owner's Partner; or
- (b) The Policy Owner's Partner.



This **Policy** provides Funeral Cover. It can also provide optional cover for household expenses, **Accidental Death** or **Accidental Serious Injury**. This **Policy** can insure:

- you; and/or
- your Partner and/or your Relatives.

The people insured by this **Policy** are each a Life Insured.

Please look at your **Policy Schedule** to see:

- which optional covers apply;
- the amount or frequency of **Benefit** that applies for each cover; and
- who is a Life Insured.

Limits apply to all covers. These are set out in the section below under the heading – Limits and conditions of insurance cover. Other parts of this **Policy** will also affect your cover. You need to read the whole of this **Policy** to understand how your insurance cover works.

Funeral Cover

When a Life Insured dies we will pay the Funeral Cover Benefit. The Policy Schedule sets out the name and the Funeral Cover Benefit for each Life Insured.

You are covered for **Accidental Death** only for the first 24 months. We will NOT pay the Funeral Cover **Benefit** if the **Life Insured** dies within 24 months of the **Cover Start Date**, unless the **Life Insured** dies as a direct result of an **Accident**.

Household Expenses Cover - optional

If a **Benefit** is shown in the **Policy Schedule** under this cover for a **Life Insured** and the **Life Insured** dies, if we pay the Funeral Cover **Benefit**, we will also pay Household Expenses Cover of \$500 per month for the number of months set out in the **Policy Schedule**.

We will NOT pay the Household Expenses Cover **Benefit** if a **Life Insured** dies within 24 months of the **Cover Start Date** for the cover unless the **Life Insured** dies as a direct result of an **Accident**.

Accidental Death Cover – optional

If a **Benefit** is shown in the **Policy Schedule** under this cover for a **Life Insured** and the **Life Insured** suffers an **Accidental Death**, we will pay the Funeral Cover **Benefit** (including, if applicable the Household Expenses Cover **Benefit**) as well as an Accidental Death Cover **Benefit** equal to the Funeral Cover **Benefit**, as set out in the **Policy Schedule**.

Accidental Death Cover starts from the Cover Start Date.

Accidental Death Booster Cover tiOnal

If a **Benefit** is shown in the **Policy Schedule** under this cover for a **Life Insured**, and we pay the Accidental Death Cover **Benefit** we will also pay you an additional three times the Accidental Death Cover **Benefit**. This cover boosts the Accidental Death Cover.

Accidental Death Booster Cover starts from the **Cover Start Date**.

Accidental Serious Injury Cover - optional

If a **Benefit** is shown in the **Policy Schedule** under this cover for a **Life Insured**,

- the Life Insured suffers an Accident; and
- that Accident results in Accidental Serious Injury; and
- the Life Insured survives at least 14 days from the date of the Accident, and
- the Accidental Serious Injury occurs while this Policy is in force we will pay the Accidental Serious Injury Cover Benefit set out in the Policy Schedule.

Accidental Serious Injury Cover starts at the **Cover Start Date** and ends on the **Policy** Anniversary after a **Life Insured's** 75th birthday.

Limits and conditions of insurance cover

1. We will not pay any **Benefit** if this **Policy** has been cancelled. We will cancel your **Policy** if you do not pay your premium when it is due and it remains unpaid for more than one month.

2. You have to wait 24 months from the **Cover Start Date** until this **Policy** starts to provide the full cover. We will NOT pay the Funeral Cover or Household Expenses Cover **Benefit** if a **Life Insured** dies within 24 months of the **Cover Start Date** for the cover/s unless that **Life Insured** dies as a direct result of an **Accident**. If we do not pay a **Benefit** for this reason, we will repay to you all the premiums you have paid to us for that **Life Insured** since the **Cover Start Date**.

3. The total amount payable by us for each cover under this **Policy** cannot exceed the **Benefit** for a **Life Insured** for each cover set out in the **Policy Schedule** at the **Cover Start Date**.

How this cover works

Policy Ownership

Ownership of this **Policy** cannot be transferred to another entity or person. You can nominate a beneficiary/ies (see page 25). We will make all payments to the beneficiary/ies you have nominated. If you have not nominated a beneficiary/ies, payments will be made to you or to your estate.

When cover starts

This Policy starts on the Acceptance Date.

A Life Insured's cover starts on the Cover Start Date.

If you increase or change cover after the **Acceptance Date** we will send you a new **Policy Schedule**. Any increase or change takes effect from the **Cover Start Date** set out in the new **Policy Schedule**.

When cover ends

When a **Life Insured's** cover ends you will not be able to make a claim for any event that occurs after cover ends.

This **Policy** will end upon the earliest of the following events:

- The date you cancel your **Policy**;
- The date we cancel your **Policy** due to non-payment of premiums; or
- The date we pay the last **Benefit** for the last **Life Insured** on this **Policy**.

Cover under this **Policy** will end for a **Life Insured** on the earliest of the following events:

- the date you remove that Life Insured from this Policy; or
- the date we pay a Funeral Cover, Accidental Death Cover or Accidental Death Booster Cover claim, or if the Life Insured has Household Expenses Cover the date we make the final payment under that option.

In addition, if optional Accidental Serious Injury Cover is shown

in the **Policy Schedule**, that cover will end for a **Life Insured** on the **Policy** Anniversary following that **Life Insured's** 75th birthday unless we pay a claim under that cover earlier. Once the final payment is made, we will issue you a new **Policy Schedule** setting out the names of remaining Lives Insured.

When the **Policy Owner** dies, ownership of this **Policy** will transfer automatically to the **Policy Owner's** estate or legal representative. The death of the **Policy Owner** is the only situation where this **Policy** can be assigned to another person. Providing the premiums for this **Policy** continue to be paid when due, cover for a **Life Insured** will continue under this **Policy**.

How to make a claim

We will only pay a claim if you have paid all premiums due and this **Policy** has not been cancelled.

We will make all payments to the beneficiary/ies you have nominated. If you have not nominated a beneficiary/ies, payments will be made to you or to your estate.

If you, your nominated beneficiary/ies, or your personal representative needs to make a claim under your **Policy**, please contact **NZ Cover Direct**:

Phone: 0800 894 504

Email: claims@nzcoverdirect.co.nz

Mail: Claims Manager, **NZ Cover Direct** PO Box 90382, Victoria Street West, Auckland 1142, New Zealand.

A claim form can be downloaded at nzcoverdirect.co.nz, or if requested we will send one to the claimant. The claimant must supply us with sufficient proof of the claim (to our satisfaction) at his or her own expense. This may include:

- a form completed by a Medical Practitioner (we will supply the form to the claimant);
- any other medical or other information that we reasonably require, including any tests or medical results; and/or
- the appropriate certification e.g. death certificate and/or a confirmed diagnosis of death/injury by a Medical Practitioner who is a specialist in the field.

We reserve the right to require the **Life Insured** to undergo any further medical tests or, in the event of a **Life Insured's** death, to request any additional information. We will pay the costs of any further medical tests or additional information.

Claims payment

Valid claims will be paid in New Zealand dollars to the nominated beneficiary or beneficiaries (where there is a valid nomination of beneficiaries).

Where no beneficiary has been nominated, claims will be paid to the **Policy Owner** or to the personal representative of the **Policy Owner**.



Your premium will be shown on your **Policy Schedule**. You must pay your premiums when due. You can choose to pay your premiums annually, monthly or fortnightly, at no additional cost to you. Your premium will be charged to your nominated credit card or bank or credit union account. You can change your nominated account at any time by calling **NZ Cover Direct** on 0800 894 504.

Your premium rate will remain the same each year until the **Life Insured** reaches his or her 85th birthday, at which time premium payments will end, provided no increase is required because of a change in tax (including but not limited to Goods and Services Tax) or other legislation, or because our claims experience is materially different from expected.

We will apply any increase to all Policies issued under the same offer made to you. If we make a change to the premium rates we will send you written notice at least 30 days before the effective date of the change.

Depending on when we pay a claim for a **Life Insured**, you may pay more in premiums for that **Life Insured** than the **Benefit** for that **Life Insured**.

If you choose to increase a **Life Insured's Benefit**, or add a new **Benefit**, the premium rates that apply will be the premium rates applying at the date the change is implemented.



At any time 12 months after the **Acceptance Date**, we will allow you to pause premium payments for up to three months. We will waive the premiums that are payable during the premium pause and will not cancel this **Policy**. The premium pause will apply for a maximum of three months over the entire life of this **Policy**.

If a **Life Insured** dies or suffers an **Accidental Serious Injury** during the premium pause period, this **Policy** will not pay any of the **Benefits** set out in the **Policy Schedule**, unless the **Life Insured** dies because of an **Accident**, in which case we will pay the Funeral Cover **Benefit** for that **Life Insured** (but no other **Benefits**).

Once the premium pause has ended and you have restarted paying your premiums, should a **Life Insured** die or suffer an **Accidental Serious Injury** which is covered by this **Policy**, we will provide the **Benefit**s set out in the **Policy Schedule**.



If you need to make a complaint about this insurance or how it was sold to you, please let us know by using one of the following methods:

Phone: 0800 894 504

Email: customerservice@nzcoverdirect.co.nz

Mail: Customer Service Manager, NZ Cover Direct Complaints, PO Box 90382, Victoria Street West, Auckland 1142, New Zealand.

We will acknowledge receipt of your complaint within 2 business days and we will work with you to try and resolve your complaint. If additional information is required, we will request it in writing. If your complaint remains unresolved we will issue you with a letter of deadlock which you can send to the Insurance & Financial Services Ombudsman Scheme (IFSO Scheme) by one of the following methods:

Phone: 0800 888 202

Email: info@ifso.nz

Mail: PO Box 10-845, Wellington 6143, New Zealand.

Web: iombudsman.org.nz

The IFSO Scheme is a free service to you and its independent assessment of your complaint is binding on **Fidelity Life** and **Momentum Life** as the distributor of this **Policy**.

Other important information

Additional insurance Benefits

NZ Cover Direct may contact you from time to time to offer you the opportunity to:

- add additional covers to your Policy; or
- increase the Benefit under your Policy; or
- to add a new Life Insured.

If your application is accepted, you will be sent an updated **Policy Schedule** outlining the details of the changes to your **Policy**.

Cancelling your Policy

You can cancel your **Policy** at any time by writing to **NZ Cover Direct** and providing 30 days' notice. Write to **NZ Cover Direct** at PO Box 90382, Victoria Street West, Auckland 1142, New Zealand.

It is important you consider your insurance needs before you do this, as you will need to reapply for cover if you change your mind at a later date and you will lose the **Benefit** of the premiums you have already paid.

We will cancel your **Policy** if you don't pay your premium when it is due and it remains unpaid for more than one month. In this event, we will notify you in writing of our intention to cancel this **Policy**.

If this **Policy** is cancelled and then reinstated, the **Acceptance Date** will be the date that cover is reinstated.

Changing your cover

From time to time your insurance needs or budget may change. You can decrease your cover level at any time by calling **NZ Cover Direct** on 0800 894 504. In the event that you want to increase a **Life Insured's Benefit** (up to the current **Maximum Benefit**) or add additional **Relatives** to your **Policy**, you can call **NZ Cover Direct** on 0800 894 504. Any increase to, or new Funeral Cover or Household Expenses Cover, or the addition of a **Life Insured** with Funeral Cover or Household Expenses Cover is subject to the first 24 month limitation, specified on page 9.

The **Maximum Benefit** for **NZ Cover Direct** Funeral Cover may change from time to time. Any change will not alter your **Policy**, but could change the amount of cover available for a **Life Insured** if you choose to increase cover in the future. We will not notify you when the **Maximum Benefit** changes.

The level of **Benefit** or method of premium payment you select can limit the cover you can select:

- (a) A Life Insured's Household Expenses Cover Benefit may not exceed their Funeral Cover Benefit.
- (b) The Life Insured must be aged between:
 - i. 16 and 75 at the Cover Start Date for Funeral Cover, Household Expenses Cover or Accidental Death Covers;
 - ii. 16 and 70 at the Cover Start Date for Accidental Serious Injury Cover.

Where any changes are made to this **Policy** we will issue you with a new **Policy Schedule**.

Financial Strength Rating

A- (Excellent)

Fidelity Life has an A- (Excellent) financial strength rating given by A.M. Best.

The rating scale is:

SECURE		VULNERABLE			
A++	A+	Superior	В	B-	Fair
А	A-	Excellent	C++	C+	Marginal
B++	B+	Good	С	C-	Weak
			D		Poor
			E		Under regulatory supervision
			F		In Liquidation
			S	-	Suspended

The A.M. Best financial strength rating relates to **Fidelity Life**'s insurance and investment business. For the latest ratings visit www.Ambest.com. The rating should not be read as a recommendation.

Goods and Service Tax

If the Accidental Serious Injury Cover option is shown in the **Policy Schedule**, the premium payable for this option and the **Benefit** shown in the **Policy Schedule** will include Goods and Services Tax.

Governing Law

Your **Policy**, is governed by the laws of New Zealand. We may make reasonable changes to this **Policy**'s terms to reflect any changes in tax or other legislation that affect it. We will notify you if we make changes under this clause.

Misstatement of Age

If the age of any Life Insured on which the premiums have been based has been understated when applying for that Life Insured's cover, then the Benefits payable under this Policy will be calculated according to the amount of Benefit that the premium would have purchased if based on the correct age of that Life Insured. If the age is overstated, we will refund the excess premiums paid.

Privacy

In this section 'we' refers to **Fidelity Life** and **Momentum Life** and 'you' refers to the **Policy Owner**.

Privacy Act 1993 and The Health Information Privacy Code 1994

By applying for **NZ Cover Direct** Funeral Cover you and each **Life Insured** consent to the following:

We collect personal information about you and each Life Insured. Each person has the right of access to, and correction of, their own personal information. The personal information and any additional information obtained, (including medical and financial information if required) will be used by us and our officers to calculate, process and administer the insurance you apply for and for the purposes and promotion of insurance services to you. The information may also be used for statistical purposes provided you are not identified. We may collect further information at claim time if required. The information is securely held by us at **Momentum Life**, Level 3, 142 Broadway, Newmarket, Auckland 1023 and or at Fidelity Life, 81 Carlton Gore Road, Newmarket, Auckland 1023 and/or at the Policy Administrator, BlueInc Services, Level 11, North Tower, 1-5 Railway Street, Chatswood, NSW 2067 Australia

The information may be disclosed between us, outside of **Fidelity Life** group of companies or **Momentum Life** where the disclosure is necessary for one or more purposes for which the personal information was collected, to agents, representatives, organisations, or contractors who provide services to us in connection with the marketing and administration of products or services, for the purpose of customer satisfaction surveys, and where required by law. If you or a **Life Insured** has any query about privacy, please contact us by one of the following methods:

Phone: 0800 894 504

Email: customerservice@nzcoverdirect.co.nz

Mail: Customer Service, **NZ Cover Direct** at PO Box 90382, Victoria Street West, Auckland 1142, New Zealand.

Statutory Fund

Your **Policy** is referable to the **Fidelity Life** Statutory Fund Number 1.

Worldwide Cover

Providing the Life Insured was a New Zealander when the cover was issued, they are covered under this Policy 24 hours a day regardless of geographical location at the time of death, an Accidental Serious Injury or a claim.

Nominated Beneficiaries form

This form collects personal information about the beneficiaries that you nominate on your policy. This information will be used to administer any claims relating to the death of a life insured. For information about our collection, use, disclosure and storage of personal information please see our privacy statement at https://nzcoverdirect.co.nz/privacy-policy/

Please read through these conditions of nomination before completing the form over the page:

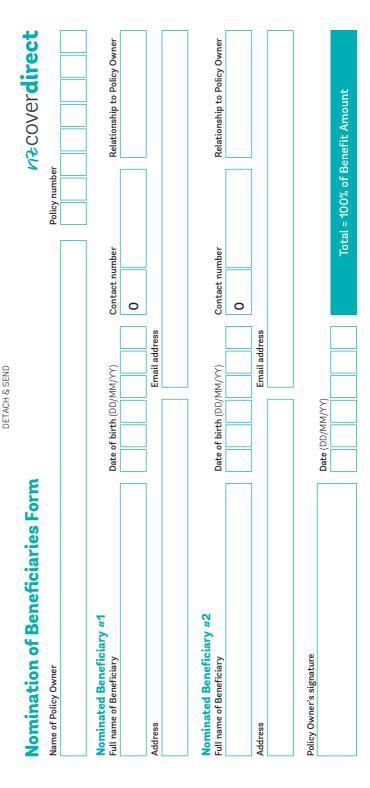
- The beneficiaries nominated are the beneficiaries for every life insured on the policy
 - Example: Jade owns a policy which has both her and her partner John as the lives insured. Their children Ruby and Rata are their nominated beneficiaries. If John or Jade dies Ruby and Rata will receive the Benefits payable. Neither Jade nor John are beneficiaries so won't receive any Benefits.
- The nominated beneficiaries only apply for Benefits payable upon the death of a life insured – they do not apply to terminal illness or accidental serious injury Benefits
- Nominations can be made in the initial application or by subsequently completing this Nomination of Beneficiaries Form
- Payment of a Benefit will be made based on the latest valid nomination received and processed by NZ Cover Direct at the time of death of the life insured. A new nomination form will remove the existing nominated beneficiaries. If you have nominated beneficiaries and you want to add more nominated beneficiaries, you need include the existing beneficiary
 - Example: Jade decides that as well as the existing nominated beneficiaries Ruby and Rata she wants to add her sister Susan as a nominated beneficiary. Jade needs to list Ruby, Rata and Susan on the new form.
- If a nominated beneficiary is a minor when the payment is made, it will be made to the minor's legal guardian.

- If a nominated beneficiary dies before the Policy Owner, the nomination of that beneficiary ends. If you have more than one beneficiary then the Benefit will be paid the remaining beneficiary/ies. If you only had one beneficiary the Benefit will be paid to the estate of the Policy Owner.
 - Examples: Sadly, Jade's sister and daughter Rata pass away as the result of a car accident. They are therefore automatically removed as nominated beneficiaries an this will leave Ruby as the only beneficiary and she would receive the Benefits in the case of John or Jade's death.

If Ruby had also died in the car accident there would have been no nominated beneficiary in place. In the event of Jade's death the benefit would be paid to her estate. In the event of John's death the money will be paid to Jade because she is the policy owner and there are no nominated beneficiaries.

Please return your completed form to NZ Cover Direct. You can:

- Scan and email it (with your name and Policy Number as the subject line) to customerservice@nzcoverdirect.co.nz
- Mail it to NZ Cover Direct, PO Box 90382, Victoria Street West, Auckland 1142, New Zealand.



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