



If you entered into a Momentum Life Policy before 28 February 2018, the policy is now going to be rebranded NZ Cover Direct. We have changed some contact details however everything else will remain the same.



Life Insurance

Policy Wording • Issue 2: 21 Sept 2020

Contents

Explaining this Policy Wording	2
Life Insurance	4
Accident Insurance (optional benefit)	7
General information	11
How this Policy works	11
What you have to pay	11
Automatic Sum Insured Increases	12
Additional insurance benefits	13
Changing your cover	13
Cancelling your Policy	13
How to make a claim	14
Claims payment	15
Goods & services tax	15
Misstatement of age	15
Privacy	15
Disputes	17
Statutory fund	17
Governing law	17
Worldwide cover	18
Financial strength rating	18
Definitions	20
Nominations of Beneficiaries	28

NZ Cover Direct Life Insurance

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

Accident Insurance under this **Policy** is optional. If you have chosen Accident Insurance, it will be shown on your **Policy Schedule**.

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;
- If you fail to pay your premiums we can cancel this **Policy**, and you will not be able to make a claim for any event that occurs after the **Policy** is cancelled;
- Generally, premiums increase each year as your age increases;
- In the **First Five Years** this **Policy** excludes cover for:
 - Suicide;
 - **Pre-Existing Medical Conditions**; and
 - **Pre-Existing Health Conditions**.

Please carefully consider the **Pre-Existing Medical Conditions** and **Pre-Existing Health Conditions** definitions (page 24) and the section entitled "What is not covered under Life Insurance" (page 6) before applying for this **Policy**.

Pre-Existing Health Conditions include obesity and high blood pressure;

- This **policy** also excludes cover for death resulting directly or indirectly from engaging in criminal activity or dangerous occupations or pastimes. You will not be covered if you die as a result of these activities, occupations or pastimes. Please carefully consider the section entitled "What is not covered under Life Insurance" (page 6) before applying for this **Policy** to ensure that you will be able to claim if you become ill or die;

Please note we have updated this version to reflect the removal of some previously excluded medical conditions.

- If you hold more than one **NZ Cover Direct Policy**, a maximum **Benefit** applies. Please refer to page 4 for more information;

- 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 and has no cash value.

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

PO Box 90382
Victoria St West
Auckland 1142
New Zealand

or by calling NZ Cover Direct on 0800 894 504.

All amounts stated are in New Zealand dollars.

Fidelity Life is the insurer of NZ Cover Direct Life Insurance. This **Policy** is a legally binding agreement between you and **Fidelity Life**.

The words in bold have fixed meanings which are defined on pages 20 - 25. You need to understand the terms in bold to understand your insurance.

NZ Cover Direct Life Insurance was distributed by **Momentum Life**. Please note, **Momentum Life** is not the insurer of **NZ Cover Direct Life Insurance** and does not have any liability for the assessment or payment of claims under a **NZ Cover Direct** Life Insurance Policy. This is the responsibility of **Fidelity Life** as the insurer.

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

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

Life Insurance

What is Life Insurance?

Life Insurance provides a lump sum payment in the event of the **Life Insured's** death or diagnosis with a **Terminal Illness**.

Who can apply for Life Insurance?

Under this **Policy** you can apply to insure:

- you; or
- you and your **Partner**.

The people insured by this **Policy** are each a **Life Insured**. A **Life Insured** must be a **New Zealander** aged between 16 and 65 years of age at the **Cover Start Date**. A maximum of two adult lives can be insured under one policy.

What Benefit can you apply for?

The minimum Life Insurance **Benefit** you can apply for is \$50,000. The maximum Life Insurance **Benefit** you can apply for at the **Cover Start Date** is \$300,000. The **Policy Schedule** sets out the name and the Life Insurance **Benefit** for each **Life Insured**.

Provided the **Policy** is still in force, the Life Insurance **Benefit** for a **Life Insured** reduces to \$15,000 once the **Life Insured** attains age 75 and no further premiums are payable under the **Policy** for the **Life Insured**.

When will we pay the Life Insurance Benefit?

Subject to the terms of the **Policy**, we will pay the Life Insurance **Benefit** as a lump sum on the earliest of:

- the death of a **Life Insured**; or
- when the **Life Insured** is diagnosed with a **Terminal Illness**.

Life Insurance - maximum Benefit

The total Life Insurance **Benefit** payable for a **Life Insured** under this **Policy** cannot exceed \$300,000 plus any **Automatic Sum Insured Increases**, to an overall maximum of \$500,000.

If the **Life Insured** is covered under more than one **NZ Cover Direct** Life Insurance policy, the maximum amount we will pay on these policies is \$300,000 plus any **Automatic Sum Insured Increases**, to an overall maximum of \$500,000 across all policies, excluding any accidental death or accidental serious injury cover. Any reduction to the total benefit will be applied to the policy or policies most recently commenced and any overpayment of premiums resulting from any reduction in the benefit will be refunded.

The maximum benefit payable may be increased from time to time. We will advise you in writing of any changes.

When does my Life Insurance start?

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 does my Life Insurance end?

When a **Life Insured's** cover ends you will not be able to make a claim for any event that occurs to that **Life Insured** 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 before age 75; or
- The date we pay the last **Benefit** for the last **Life Insured** on this **Policy**.

Life Insurance 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 death or **Terminal Illness** claim for that **Life Insured**.

Once a Life Insurance **Benefit** payment is made, we will issue you a new **Policy Schedule** setting out the name of the remaining **Life Insured**, if there is another **Life Insured** on the **Policy**.

When the **Policy Owner** dies, ownership of this **Policy** will transfer automatically to the **Policy Owner's** estate or personal representative. The death of the **Policy Owner** is the only situation where **Policy Ownership** can be transferred 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**.

What is not covered under Life Insurance?

It is very important that you understand the circumstances below under which we will not pay a Life Insurance **Benefit**.

What is not covered in the First Five Years

We will not pay a Life Insurance **Benefit** if any of the following occurs in the **First Five Years**:

- **Suicide**

We will not pay a Life Insurance **Benefit** if a **Life Insured** whether sane or insane dies, or causes a condition leading to the diagnosis of a **Terminal Illness**, by his or her own hand.

- **Pre-Existing Medical Conditions**

We will not pay a Life Insurance **Benefit** if a **Life Insured** dies, or has a **Terminal Illness**, directly or indirectly as a result of a **Pre-Existing Medical Condition**.

- **Pre-Existing Health Conditions**

We will not pay a Life Insurance **Benefit** if you claim as a result of a stroke, brain haemorrhage, heart attack or coronary heart disease, and the **Life Insured** had a **Pre-Existing Health Condition**.

What is not covered at any time

We will not pay a Life Insurance **Benefit** if the **Life Insured** dies, or has a **Terminal Illness** at any time directly or indirectly as a result of:

- engaging in criminal activity or illegal acts; or
- a **Dangerous Occupation or Pastime**

Please note we have updated this version to reflect the removal of some previously excluded medical conditions.

Accident Insurance Optional

What is Accident Insurance?

Accident Insurance is comprised of an Accidental Death benefit and an Accidental Serious Injury benefit, and provides a lump sum payment in the event of the **Accidental Death** or **Accidental Serious Injury** of a **Life Insured**.

These covers are optional and only available with Life Insurance. If you apply for Accident Insurance and are accepted, the amount of your **Accidental Death Benefit** and the amount of your **Accidental Serious Injury Benefit** will be shown on your **Policy Schedule**.

Who can apply for Accident Insurance?

Under this **Policy** you can apply to insure:

- you; or
- you and your **Partner**.

The people insured by this **Policy** are each a **Life Insured**. A **Life Insured** must be a **New Zealander** aged between 16 and 65 years of age at the **Cover Start Date**. A maximum of two adult lives can be insured under one **Policy**.

What Benefit can you apply for?

The minimum Accidental Death **Benefit** you can apply for is \$25,000. The maximum Accidental Death **Benefit** you can apply for at the **Cover Start Date** is an amount equal to 50% of your Life Insurance **Benefit**.

The Accidental Serious Injury **Benefit** must be the same as the Accidental Death **Benefit** at the **Cover Start Date**.

When will we pay the Accidental Death Benefit or the Accidental Serious Injury Benefit?

Accidental Death

If a **Life Insured** suffers **Accidental Death** while this Accident

Insurance is in force, we will pay the Accidental Death **Benefit** shown in the **Policy Schedule** for that **Life Insured**.

Accidental Serious Injury

If a **Life Insured** suffers **Accidental Serious Injury** and survives at least 14 days from the date of the **Accident** while this Accident Insurance cover is in force, we will pay the Accidental Serious Injury **Benefit** shown in the **Policy Schedule** for that **Life Insured**.

Where we pay an Accidental Serious Injury **Benefit** then we won't also pay an Accidental Death **Benefit** and likewise if we have paid an Accidental Death **Benefit** then we won't also pay an Accidental Serious Injury **Benefit**.

The definitions of **Accidental Death** and **Accidental Serious Injury** are set out on page 20.

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

Accidental Death and Accidental Serious Injury - maximum Benefit

The total maximum **Benefit** for **Accidental Death** and **Accidental Serious Injury** at any time for this **Policy** cannot exceed 50% of your Life Insurance **Benefit**, with a maximum benefit of \$150,000 plus any **Automatic Sum Insured Increases**, to an overall maximum of \$250,000.

If the **Life Insured** is covered for accidental death and/or accidental serious injury under more than one **NZ Cover Direct** policy, the maximum combined amount we will pay for accidental death or accidental serious injury on these policies is \$300,000 plus any **Automatic Sum Insured Increases**, to

an overall maximum combined amount of \$500,000 across all policies. Any reduction to the total benefit will be applied to the policy or policies most recently commenced and any overpayment of premiums resulting from any reduction in the benefit will be refunded.

The maximum benefit payable may be increased from time to time. We will advise you in writing of any changes.

When does my Accident Insurance start?

If your application for Accident Insurance is accepted by us, your Accident Insurance starts from the **Cover Start Date** shown in the **Policy Schedule**.

When does my Accident Insurance end?

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

Accident Insurance for a **Life Insured** will end upon the earliest of the following events:

- The date you cancel your **Policy**;
- The date you cancel this Accident Insurance;
- The date we cancel your **Policy** due to non-payment of premiums;
- The date you remove that **Life Insured** from this **Policy**;
- The date of payment of an Accidental Death **Benefit** or Accidental Serious Injury **Benefit**;
- The date we pay a death or **Terminal Illness** claim for the **Life Insured**;
- The date the **Life Insured** dies; or
- The **Policy Anniversary** after a **Life Insured's** 70th birthday.

Providing the Accident Insurance for a **Life Insured** has not ended in accordance with the above, and premiums for this **Policy** continue to be paid when due, Accident Insurance cover for a **Life Insured** will continue until the **Policy Anniversary** after the **Life Insured's** 70th birthday.

What is not covered under Accident Insurance?

We will not pay an Accidental Death **Benefit** or an Accidental Serious Injury **Benefit** if the **Life Insured** suffers death or Injury as a direct or indirect result of:

- natural causes, illness, an intentionally self-inflicted injury, or attempted suicide;
- war (whether declared or not), war-like activity or taking part in a riot or civil commotion;
- engaging in criminal activity or illegal acts;
- consumption of intoxicating liquor (including having a blood alcohol content over the prescribed legal limit whilst driving) or drugs (unless as directed by a **Medical Practitioner** but not in connection with treatment for substance abuse, drug addiction or dependence);
- a **Dangerous Occupation or Pastime**; or
- being a pilot or crew member of any aircraft, or engaging in any aerial activity, except being a fare-paying passenger on a recognised airline which is not listed as an airline banned or restricted by the European Commission.

General Information

How this policy works

Policy Ownership

Ownership of this **Policy** cannot be transferred to another entity or person, except when the **Policy Owner** dies. You can nominate a beneficiary/ies (see page 28).

What you have to pay

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, fortnightly or weekly at no additional cost to you. Your premium will be charged to your nominated credit card or direct debited to your bank account. You can change your nominated account at any time by calling **NZ Cover Direct** on 0800 894 504.

The premiums you are required to pay are calculated at your **First Premium Payment Date** and on each **Policy Anniversary** based on:

- The cover and **Benefit** chosen for each **Life Insured**;
- The age of each **Life Insured** – Life Insurance premiums are generally lower for younger lives; and
- The gender of each **Life Insured** – Life Insurance premiums are generally lower for females; and
- The smoker status of each **Life Insured** – Life Insurance premiums are lower if you do not smoke.

Your Life Insurance premium will be determined each year at your **Policy Anniversary** to reflect the **Life Insured's** age plus any increase 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. Generally, Life Insurance premiums increase each year as the **Life Insured's** age increases. We will also increase your benefit level by 3% each year (**Automatic Sum Insured Increase**), unless you decline the **Automatic Sum Insured Increase**. Your Accident Insurance premiums will be determined each year

at your **Policy Anniversary** to reflect the 3% **Automatic Sum Insured Increase**, unless you decline the **Automatic Sum Insured Increase**.

Under the Life Insurance cover, premium payments will end when the **Life Insured** reaches his or her 75th birthday and the **Benefit** for the **Life Insured** will reduce to \$15,000.

Under the Accident Insurance covers, premium payments end on the **Policy Anniversary** after a **Life Insured's** 70th birthday and the Accident Insurance cover will end for the **Life Insured**.

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.

Automatic Sum Insured Increase

The **Automatic Sum Insured Increase** increases your **Benefit(s)** automatically by 3% on each **Policy Anniversary**. A new **Policy Schedule** will be issued prior to your **Policy Anniversary** outlining your new **Benefit(s)** and premium. You can choose not to accept an **Automatic Sum Insured Increase** by advising **NZ Cover Direct** in writing at PO Box 90382, Victoria Street West, Auckland 1142, New Zealand or you can also call our Customer Service team on 0800 894 504 and we will guide you through the process.

If you choose not to accept the **Automatic Sum Insured Increase** you will be sent a replacement **Policy Schedule**. If you choose not to accept an increase in any given year, you will not be entitled to an **Automatic Sum Insured Increase** in the future for any cover on the **Policy**. The **Automatic Sum Insured Increase** will end on the **Policy Anniversary** after the **Life Insured** reaches age 66.

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
- 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**.

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** or add a **Partner** to your **Policy**, you can call **NZ Cover Direct** on 0800 894 504.

The maximum benefit for NZ Cover Direct Life Insurance 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 **Life Insured** must be aged between 16 and 65 at the **Cover Start Date**.

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

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. You can also call our Customer Service team on 0800 894 504 and we will guide you through the process.

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.

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. A new **Cover Start Date** will apply.

We will not pay any **Benefit** for any event that occurs after this **Policy** has been cancelled.

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 at the time the claim event occurs.

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 or personal representative.

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, 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 reasonable 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). You can nominate a beneficiary by completing the Nomination of Beneficiaries form on page 31 and submitting it to **NZ Cover Direct**. Please refer to the Nomination of Beneficiaries form for further information regarding the conditions that apply to the nomination of beneficiaries.

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

Goods & services tax

The premium payable for the **Accidental Serious Injury** insurance will include Goods and Services Tax, and this will be shown in the **Policy Schedule**.

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 Life Insurance 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 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 **NZ Cover Direct** by one of the following:

Phone: 0800 894 504

Email: customerservice@nzcoverdirect.co.nz

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

Disputes

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

Phone: 0800 894 504

Email: complaints@nzcoverdirect.co.nz

Mail: Complaints, NZ Cover Direct
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.

Statutory fund

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

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.

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.

Fidelity Life Assurance Company Limited's 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	B	B-	Fair
A	A-	Excellent	C++	C+	Marginal
B++	B+	Good	C	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.



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 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 accidental, violent, external and visible means without any other contributing causes and where the injury is not intentionally 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**

Automatic Sum Insured Increase means that your **Benefit** will be automatically increased by 3% on each **Policy Anniversary**.

Benefit means the amount shown in the **Policy Schedule** that we will pay:

- under the Life Insurance cover when a **Life Insured** dies or is diagnosed with a **Terminal Illness**; and
- under the Accident Insurance cover, when a **Life Insured** suffers an **Accidental Death** 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, confirmed by a **Medical Practitioner**, 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.

Cancer means the presence of one or more malignant tumours including Hodgkin's disease, leukaemia and other malignant bone marrow disorders, and characterised by the uncontrolled growth and spread of malignant cells and the invasion and destruction of normal tissue as confirmed by a **Medical Practitioner** approved by us.

Cancer does not mean:

- Tumours which are histologically described as pre-malignant or showing the changes of 'carcinoma in situ' and which have a TNM classification of TIS or which are classified as FIGO stage 0. (FIGO refers to the staging method of the International Federation of Gynaecology and Obstetrics);
- Cervical dysplasia CIN I, CIN II or CIN III;
- All hyperkeratoses or basal cell carcinomas of the skin;
- Cutaneous squamous cell carcinomas of T2N0M0 and below grade tumours, where the tumour is less than 2cm in greatest diameter.

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 confirmed by a **Medical Practitioner**, 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**.

Dangerous Occupation or Pastime means a work or a lifestyle activity that involves any of the following:

- explosives; or
- weapons; or
- heights above 20m; or
- depths below 30m underground or underwater; or

- speeds above 130km per hour (other than as a fare-paying passenger on commercial transportation); or
- fire-fighter (paid or unpaid); or
- on active duty in the armed services; or
- participating as a professional sportsperson.

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

First Five Years means within 5 years of:

- the **Cover Start Date**; or
- the date of any increase of the **Benefit** amount (but only in respect of the increase), which is not an **Automatic Sum Insured Increase**; or
- where we have agreed to reinstate the **Benefit** after it was cancelled, the date on which we reinstate the **Benefit**.

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 confirmed by a **Medical Practitioner**.

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, confirmed by a **Medical Practitioner**, of any of the following:

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

Major Burns means third degree burns, confirmed by a **Medical Practitioner**, 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) confirmed by a **Medical Practitioner**.

Medical Practitioner means a legally qualified, practicing medical practitioner reasonably approved by **Fidelity Life**, licensed to practice their medical specialty within New Zealand, and whose specialty qualifies them to diagnose an injury or illness of a type covered under this **Policy**. The **Medical Practitioner** must not be you or the **Life Insured** 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 is a brand owned by Fidelity Life.

Paralysis means any of the following confirmed by a **Medical Practitioner**:

- Diplegia which means the total and permanent loss of function of the corresponding parts of both sides of the body;
- Hemiplegia which means the total and permanent loss of function of one side of the body;
- 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 your legal husband or wife, your civil union partner, or your de-facto partner, as noted on the **Policy Schedule**.

Pre-Existing Health Condition means if at any time in the 5 years prior to the **Cover Start Date** the **Life Insured**:

- had a Body Mass Index of 40 or greater; or
- had a total blood cholesterol above 7.0 mmol/L; or
- had a resting systolic blood pressure above 160 mmHg and resting diastolic blood pressure above 100 mmHg on 3 separate assessments from a health care provider; or
- was a diabetic suffering:
 - Proteinuria; or
 - kidney disease; or
 - retinopathy; or
 - neuropathy;

or

- was admitted to hospital for treatment of diabetes or any condition resulting from diabetes.

Pre-Existing Medical Condition means any sickness, injury or disability whether referred to elsewhere in this **Policy** or not:

- experienced by the **Life Insured** and which he or she knew or ought to have known of; or
- for which the **Life Insured** had signs or symptoms that he or she knew or ought to have known of; or
- for which the **Life Insured** received or was recommended advice, treatment or investigations by, or from a health professional;

at any time in the 5 years prior to the **Cover Start Date**.

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.

Terminal Illness means a confirmed diagnosis by a **Medical Practitioner** approved by us of a terminal illness where life expectancy, after taking into account all reasonably available treatment, is 12 months or less.



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 and 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:

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

This cover is insured by Fidelity Life Assurance Company Limited NZBN 9429040548623 and is subject to the terms and conditions as set out in the booklet which was current at the **Acceptance Date**.

Nomination of Beneficiaries Form

Name of Policy Owner

Policy number



DETACH & SEND

Nominated Beneficiary #1

Full name of Beneficiary

Date of birth (DD/MM/YY)

Contact number

0

Relationship to Policy Owner

Address

Email address

Nominated Beneficiary #2

Full name of Beneficiary

Date of birth (DD/MM/YY)

Contact number

0

Relationship to Policy Owner

Address

Email address

Policy Owner's signature

Date (DD/MM/YY)

Total = 100% of Benefit Amount

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2. Mail it to NZ Cover Direct, PO Box 90382, Victoria Street West, Auckland 1142, New Zealand.

Questions?

0800 894 504

nzcoverdirect.co.nz

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