



PERSONAL ACCIDENT AND ILLNESS

Certificate of Insurance Wording

September 2022

**Registered with Financial Markets Authority as Registered
Financial Service Provider Number FSP667091**

Coverholder: Insurance Wholesale Limited, Auckland, New Zealand

PERSONAL ACCIDENT AND ILLNESS POLICY

Certificate of Insurance Wording



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P.O. Box 99 481, Newmarket, Auckland 1149
www.tai.co.nz

INTRODUCTION

This document, the **Schedule**, any renewal, and any endorsement attached form **Your** contract of insurance and has been provided on the basis of information provided by the **Insured** or **You**. This document sets out the conditions of the contract of insurance between **You** and **Us**. It should be kept in a safe place.

Please read the whole document carefully. It is important that **You** check to make sure this insurance meets **Your** needs and that **You** comply with **Your** duties under each section and under the insurance as a whole.

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times **We** are committed to providing **You** with the highest standard of service.

If **You** have any questions or concerns about **Your** contract of insurance or the handling of a claim **You** should, in the first instance, contact your insurance broker.

Words in bold print that commence with a capital letter in this **Policy** have a special meaning, as defined in the DEFINITIONS part of the **Policy**.

Insurance Wholesale Limited is approved as a Coverholder by Lloyd's of London, with authority to bind insurance in New Zealand. This **Policy** is underwritten by Certain Underwriters at Lloyd's.

IMPORTANT NOTICE

You must act honestly, fairly, transparently and with utmost good faith towards **Us**.

You must take care to provide **Us** with all material information about yourself and others **Insured** under **Your Policy**. Information must be complete and up-to-date. **You** must provide that information when **You** apply for insurance, when **You** renew or change **Your Policy**, when **You** make a claim and when **Your** circumstances change. Material information can include, for example:

- a) Any criminal convictions
- b) Any previous refusal by an insurance company to insure **You**.
- c) Any previous claims, including any claims that were declined by an insurance company.
- d) Any current or previous bankruptcy, receivership or liquidation.
- e) Your medical history

Please ask **Us** for help if **You** are not sure what information is considered to be material.

We will ask questions that will allow **You** to fully disclose any prior claims and other material information which may affect **Your** ability to take out insurance or make a valid claim.

You must tell **Us** any facts that may affect **Our** decision to insure **You** and on what terms, whether **We** ask a specific question or not. **You** must do this when **You** buy **Insurance** from **Us**, during the term of **Your** insurance with **Us**, and when **You** renew **Your** insurance with **Us**. If **You** do not tell **Us** something that would have affected **Our** decision to insure **You** or the terms under which **We** insure **You**, **We** may refuse to pay all or part of **Your** claim, **We** may even cancel **Your** insurance from the start date of **Your Policy**, **We** may seek recovery of any **Benefits** that **We** have paid. **We** will respond reasonably in relation to what **You** did not disclose.

Your duty, however does not require disclosure of a matter:

- (a) That diminishes the risk to be undertaken by the underwriter;
- (b) That is common knowledge;
- (c) That **Your** insurer knows or, in the ordinary course of his/hers business, ought to know; and
- (d) As to which compliance with, **Your** duty is waived by the insurer.

These examples do not include everything that **We** may need to know. Please ask **Us** for help if **You** are not sure what information is relevant. Giving **Us** this information does not necessarily mean **Your** application or claim will be declined. It helps **Us** assess the risks **We** are insuring **You** for.

CANCELLING THIS INSURANCE

You can cancel this insurance at any time by writing to **Us** or **Your** broker. **We** can cancel this insurance by giving **You** thirty (30) days' notice in writing.

If **You** cancel this **Insurance** within fourteen (14) days then, provided **You** have not made a claim, **We** will refund in full any premium **You** have paid.

If this insurance is cancelled after fourteen (14) days then, provided **You** have not made a claim, **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered. This will be calculated on a proportional basis subject to a minimum amount of \$150.

If **We** pay any claim, in whole or in part, then no refund of premium will be allowed.

DEFINITIONS

Words in bold print that commence with a capital letter in all documents **We** provide have the following meaning:

- 1. ACCIDENT** means a sudden, unexpected, unusual, external, specific event which occurs at an identifiable time and place during the Period of Insurance.
ACCIDENT shall also include disappearance. If the Insured is not found within twelve months of disappearing, and sufficient evidence is produced satisfactory to Us that leads inevitably to the conclusion that the Insured has sustained Bodily Injury, and that such injury has caused the Insured's death, We shall pay any death benefit, where applicable, under the Policy, provided that the Policy owner or otherwise the person or persons to whom such sum is paid, shall sign an undertaking to refund such sum to the Us if the Insured is subsequently found to be living.
- 2. AIR TRAVEL** includes being in, or on, or boarding an aircraft for the purpose of flying, or alighting from the aircraft following a flight.
- 3. BENEFIT** means the benefits listed in the Schedule.
- 4. BENEFIT PERIOD** means the maximum length of time a Weekly Benefit will be paid, provided the Insured remains Disabled according to the definitions in this Policy.
- 5. BODILY INJURY** means identifiable physical bodily injury which:
 - (a) is caused by an Accident; and
 - (b) solely and independently of any other cause (except Illness directly resulting from, or medical or surgical treatment rendered necessary by such injury) results in the death or disablement of the Insured within twelve months from the date of the Accident.
- 6. DISABLED** may mean TEMPORARY TOTAL DISABLEMENT, or TEMPORARY PARTIAL DISABLEMENT, or PERMANENT TOTAL DISABLEMENT. DISABLEMENT has the same meaning.
- 7. DUTY of DISCLOSURE** has the meaning set out in the introduction of the Proposal.
- 8. INSURED** means the person whose life and health is insured.
- 9. INSURED LUMP SUM AMOUNT** is the one off lump sum Benefit payable for certain claims.
- 10. ILLNESS** means sickness or disease of the Insured the symptoms of which first appear during the Period of Insurance, and which solely and independently of any other cause results in the total disablement of the Insured within twelve months after the symptoms first appear.
- 11. LOSS OF A LIMB** means permanent loss by physical separation of a hand at or above the wrist or a foot at or above the ankle and includes permanent total and irrecoverable loss of use of hand, arm or leg.
- 12. LUMP SUM BENEFIT** has the same meaning as INSURED LUMP SUM AMOUNT.
- 13. MEDICAL EXPENSES** means expenses necessarily incurred by or on behalf of the Insured for medical, hospital, surgical, manipulative, massage, therapeutic, X-ray or nursing treatment, including the cost of medical supplies and ambulance hire.
- 14. PERMANENT TOTAL DISABLEMENT** means disablement which in Our opinion, prevents the Insured from attending to all aspects of any business or occupation whatsoever for which the Insured is reasonably suited by industry knowledge, training, education or experience, and which lasts twelve consecutive months, and at the end of which, is beyond hope of improvement. Totally disabled may have the same meaning.
- 15. PERIOD OF INSURANCE** means the New Zealand dates and times recorded on the Schedule as being when the Policy commences and when the Policy ends.

16. **POLICY** means the insurance that We offer based on the Proposal, and which You accept. It consists of the policy wording, the Schedule, and any renewal, extension, variation or other document We create that sets out or varies the terms of the insurance.
17. **POLICY OWNER** is the person or persons recorded in the Schedule as entitled to payment of benefits in the event of a claim being made for Benefits that is accepted by Us.
18. **PROPOSAL** means the proposal form and any other documents or information provided to Us as part of Your application for insurance.
19. **SCHEDULE** means the document attached to the Policy which provides personal details of Your insurance (including endorsements) and the Benefits the Policy provides.
20. **TEMPORARY TOTAL DISABLEMENT** means disablement which prevents the Insured from attending to all aspects of their business or occupation whatsoever. Totally disabled may have the same meaning.
21. **TEMPORARY PARTIAL DISABLEMENT** means disablement which prevents the Insured from attending to a substantial part of their business or occupation.
22. **WAIT PERIOD** means the period of days shown in the Schedule from the time that the Insured becomes Disabled which must lapse before the Insured is entitled to payment of Weekly Benefits.
23. **WINTER SPORTS** means sports and activities that are on or involve ice, or involve snow (for example, skiing, snowboarding and tobogganing).
24. **WEEKLY BENEFIT** is the Benefit that we will pay on a weekly basis after the Wait Period ends, if the Insured experiences a Temporary Total Disablement, or a Temporary Partial Disablement or a Permanent Total Disablement.
25. **WE** means Insurance Wholesale Limited. OUR, US, and Underwriters have the same meaning.
26. **YOU and YOUR** means the Policy Owner and/or the Insured.

INSURING SECTION

We agree that to the extent provided in this **Policy** that if the **Insured**:

- (a) sustains **Bodily Injury** caused by an **Accident**; or
- (b) suffers **Illness**;

During the **Period of Insurance**, **We** will pay to the **Policy Owner** the relevant **Benefit** provided in the **Schedule** after the claim has been substantiated under this **Policy**.

Provided always that:

1. (a) A **Benefit** shall not be payable under more than one of the items of the **Schedule** in respect of the consequences of one **Accident** or of one **Illness** except for any **Benefit** payable in respect of **Temporary Partial Disablement**, that precedes or follows a **Temporary Total Disablement**;
(b) No **Weekly Benefit** shall become payable until the **Wait Period** has finished, and the total amount thereof has been ascertained and agreed. Where payment is made for a **Weekly Benefit**, the amount so paid shall be deducted from any **Lump Sum benefit** subsequently payable in respect of the same **Accident** or **Illness**.
2. The total sum payable under this **Policy** in respect of any one or more claims shall not exceed the largest **Benefit** under any one of the items contained in the **Benefits** recorded in the **Schedule** or added to the **Policy** by endorsement. Except that in addition to this, **We** will also pay **Medical Expenses** to the extent provided in the **Schedule**.
3. If Item 1 of the **Benefits** in the **Schedule** is not covered, then no claim shall be payable, other than for **Weekly Benefits** and **Medical Expenses**, in respect of any **Accident** which would have given rise to a claim under Item 1 had that item been covered.
4. If Item 1 of the **Benefits** in the **Schedule** is covered and an **Accident** causes the death of the **Insured** within twelve months following the date of the **Accident** and prior to the definite settlement of the **Benefit for Disablement** provided for under Items 2 to 7 of the **Benefits** in the **Schedule**, there shall be paid only the **Benefit** provided for in the case of death.
5. No claim shall be payable under Items 8 or 9 of the **Benefits** in the **Schedule** should **Illness** cause the death of the **Insured** within twelve months of that **Illness** first becoming symptomatic.

6. **Benefits** as per the **Schedule** shall only be payable if:
- (a) Under item 1, death occurs within twelve months of the date of the **Accident**;
 - (b) Under items 2 to 6, loss occurs within twelve months of the date of the **Accident**;
 - (c) Under item 8, the **Insured** becomes totally blind within twelve months of the date of the **Accident**, and such disablement lasts for at least twelve months;
 - (d) Under items 7 and 9, the Insured becomes **Totally Disabled** within twelve months of the date of the **Accident**, or of the **Illness** first becoming symptomatic, and such disablement lasts for at least twelve months.
7. Any **Benefits** for **Bodily injury** or **Illness** due to:
- (a) the use of, or inability to use, any application, software, or programme in connection with any electronic equipment (for example a computer, smartphone, tablet or internet-capable electronic device);
 - (b) any computer virus;
 - (c) any computer related hoax relating to a and/or b above
- are payable, subject to the terms, conditions, limitations and exclusions of this **Policy**.

CONDITIONS

1. The **Insured** must be a New Zealand resident otherwise **Benefits** are not payable under this **Policy**.
2. Notice must be given to **Us** as soon as possible of any **Accident** or **Illness** which causes or may cause a claim within the meaning of this **Policy**, and the **Insured** must as soon as possible, seek the attention of a duly qualified medical practitioner. Notice must be given to **Us** as soon as possible in the event of the death of the **Insured** as a result of or alleged to be the result of an **Accident**.
3. The **Insured** is obliged to reside in New Zealand and spends less than three months in every twelve overseas during the course of any claim for **Weekly Benefits**.
4. All medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition shall be made available on request to any medical adviser appointed by **Us** or on **Our** behalf and such medical adviser shall, for the purpose of reviewing the claim, be allowed so often as may be deemed necessary to examine the **Insured**.
5. **You** and/or the **Insured** will fully cooperate with all **Our** requests for information or cooperation.
6. **You** and/or the **Insured** will fully comply with all treatment recommendations made by medical and rehabilitation practitioners appointed by **Us**.
7. **We** have issued this **Policy** on condition that no other Insurance, whether government provided or privately arranged, exists that provides **Benefits** for **Illness** or **Accidents** that the **Insured** experiences, except as specifically disclosed to **Us** at the time that the **Proposal** was sent to **Us**, or was otherwise agreed to by **Us** during the **Period of Insurance**. If the **Insured** has other Insurance that covers the same risks (**Illness** and **Accident**) then **Our** liability for **Benefits** under the **Schedule** shall be reduced to the extent that the other Insurance responds to the circumstances of the claim.
8. Any fraud, concealment, or mis-statement by either the **Policy Owner** or **Insured** in either the **Proposal** on which the **Policy** is based, or in relation to any claim made on the **Policy**, or other matter to **Us** may mean that the **Policy** is void or cancellable and any claims paid recoverable by **Us**.
9. All monetary amounts referred to in this **Policy** are in New Zealand dollars and are GST inclusive (if applicable).
10. The **Policy** is governed by New Zealand law, and the Courts of New Zealand have exclusive jurisdiction in any dispute over the **Policy** or related issues.

EXCLUSIONS

The **Policy** does not cover claims for **Benefits** in any way caused or contributed to by:

1. War, whether war is declared or not, hostilities or any act of war or civil war;
2. The actual or threatened malicious use of pathogenic or poisonous biological or chemical materials;
3. Nuclear reaction, nuclear radiation or radioactive contamination;

4. The **Insured** engaging in or taking part in armed forces service or operations;
5. The **Insured's** suicide or attempted suicide or intentional self-injury or the Insured being in a state of insanity;
6. Sexually transmitted infections or Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex or Human Immuno-deficiency Virus howsoever these have been acquired or may be named;
7. The **Insured's** deliberate exposure to exceptional danger (except in an attempt to save human life);
8. The **Insured's** own criminal act (irrespective that the **Insured** has not been charged or prosecuted for such);
9. The **Insured** being under the influence of alcohol or drugs (whether prescribed by a registered medical practitioner or otherwise);
10. Pregnancy or childbirth;
11. Neuroses, psychoneuroses, psychopathies or psychoses;
12. The **Insured** engaging in **Air Travel** except as a passenger in a properly licensed multi-engined aircraft being operated by a licensed commercial air carrier or owned and operated by a commercial concern;
13. The **Insured** participating in **Winter Sports**;
14. The **Insured** regularly participating in, or commencing to regularly participate in, any activity (related to employment, recreation or otherwise) in which materially greater risk may exist than previously disclosed to **Us**. If that should occur, then no claim shall be payable in respect of any **Accident** or **Illness** arising from such activity;
15. An **Accident** or **Illness** that the Insured sought advice, diagnosis, treatment or counselling for prior to the inception of this **Policy**, or for which the **Insured** was or should reasonably have been aware prior to inception of this **Policy**;
16. An **Accident** resulting in a **Bodily injury** for any claim caused or contributed by **Illness** which does not fall within the definition of **Bodily Injury** in the contract of insurance;
17. If item 1 (Death due to **Accident**) is not covered and an **Accident** results in your death within 12 months following the date of the **Accident** then no claim shall become payable other than for **Temporary Total Disablement** and **Medical Expenses**, for any applicable period prior to death;
18. This contract of insurance will not pay a **Benefit** or any portion of a **Benefit for Disablement** arising from the interaction between (a) Bodily Injury and (b) another medical condition
19. No claim will be payable and/or a claim for **Weekly Benefits** will be suspended or cancelled by **Us** if **You** do not comply with the conditions of the **Policy**.
20. No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, New Zealand, United Kingdom or United States of America.
21. No claim will be payable for COVID-19 for:
 - (a) an **Insured** person aged 65 years or over, or
 - (b) an **Insured** person with an underlying medical condition that may cause complications either directly or indirectly to a COVID-19 claim.
 - (c) for the first 21 days of any claim relating to COVID-19

CLAIM PROCESS

In the event of a claim please contact **Your** insurance broker or **US** at claims@tai.co.nz. Any claim should be reported to **Us** as soon as reasonably practical and at least within thirty (30) days:

When a claim is made, **We** will:

- explain what information must be provided to process the claim;
- explain the steps that will be taken while handling the claim;
- tell **You** that information provided by You must be honest, complete, up-to-date and relevant;
- keep **You** informed of the progress of their claim;

- settle all valid claims quickly and fairly;
- clearly explain how We reached our decision; and
- clearly explain the reason or reasons, if a claim is declined.

When **You** make a claim, **We** will acknowledge receipt within 5 business days of receiving **Your** claim, and endeavour to determine whether or not to accept **Your** claim within 10 business days of the date **We** have all the information we need to determine **Your** claim.

However **We** may not always be able to determine whether or not to accept **Your** claim within 10 business days. **You** might have a complex claim which takes **Us** longer to evaluate, or **We** might depend on receiving information from third parties. **We** will update you at least once every 20 business days, or another such interval as may be agreed, until the claim is resolved.

You are required to comply with the duty of utmost good faith. **You** must act honestly when making a claim and **You** must cooperate with **Us** by providing the information **We** seek to settle **Your** claim. **We** will ask for and take into account only relevant information and material information when investigating and making decisions about **Your** claim. **We** will manage **Your** claim quickly, fairly and transparently.

We will be able to decline the claim and avoid the **Policy** where there is a fraudulent claim. If **You**, or anyone acting on **Your** behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance will become invalid.

PRIVACY STATEMENT

Insurance Wholesale Limited is committed to protecting **Your** privacy. Insurance Wholesale Limited collects, uses and retains **Your** personal information in accordance with the principles of current relevant legislation.

Insurance Wholesale Limited collects **Your** personal information (which may include health information) when **You** are applying for, changing or renewing an insurance Certificate of Insurance with **Us** or when we are processing a claim. **We** collect the information to assess **Your** application for insurance, to provide **You** or **Your** organisation with competitive insurance products and services and administer them and to handle any claim that may be made under a Certificate of Insurance. If **You** do not provide **Us** with this information, **We** may not be able to provide **You** or **Your** organisation with insurance or to respond to any claim.

Insurance Wholesale Limited may disclose the information **We** collect to third parties, including contractors and contracted service providers engaged by **Us** to deliver **Our** services or carry out certain business activities on **Our** behalf (such as actuaries, loss adjusters, claims investigators, claims handlers, professional advisers including doctors and other medical service providers, credit reference bureaus and call centres), other companies in the Insurance Wholesale Limited group, insurance and reinsurance intermediaries, other insurers, our reinsurers, and government agencies (where **We** are required to by law). These third parties may be located outside New Zealand.

You agree to **Us** using and disclosing your personal information as set out above. This consent remains valid unless **You** alter or revoke it by giving written notice to **Our** Compliance Officer. From time to time, Insurance Wholesale Limited may use **Your** personal information to send **You** offers or information regarding **Our** products that may be of interest to **You**. If **You** do not wish to receive such information, please contact **Our** Privacy Officer using the contact details provided below. If **You** would like to access a copy of **Your** personal information, or to correct or update **Your** personal information, please contact **Our** Privacy Officer at admin@tai.co.nz. If **You** have a complaint or want more information about how Insurance Wholesale Limited is managing your personal information, please contact the Compliance Officer, Insurance Wholesale Limited, PO Box 99 481 Newmarket, Auckland 1149.

COMPLAINTS PROCEDURE

Lloyd's aim is to provide the highest service to its New Zealand policyholders and, to this end, has developed the following procedures for the fair handling of complaints from Lloyd's policyholders including **Insured** Persons under this **Policy**. There are established procedures for dealing with complaints and disputes regarding **Your** insurance or claim and are set out below:

<p>Step 1</p>	<p>Any enquiry or complaint relating to this Policy or a claim should be addressed to Insurance Wholesale Limited as Lloyd's insurance intermediary (the coverholder) in the first instance – in most cases this will resolve Your grievance.</p> <p>Please send to: Insurance Wholesale Limited PO Box 99 481 Newmarket Auckland 1149 E: admin@tai.co.nz</p>	<p>Insurance Wholesale Limited will acknowledge Your enquiry or complaint immediately by telephone or email.</p> <p>Insurance Wholesale Limited aims to resolve Your complaint where possible within 5 business days.</p>
<p>Step 2</p>	<p>If Step 1 does not resolve the matter or You are not satisfied with the way a complaint has been dealt with, You should contact:</p> <p>Lloyd's Australia Limited, Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000 Telephone: +61 (0)2 8298 0783 Email: idraustralia@lloyds.com</p> <p>This review is conducted on behalf of: Lloyd's General Representative in New Zealand C/- Hazelton Law Level 29, Plimmer Towers, 2-6 Gilmer Terrace, Wellington Telephone: (+64) 4 472 7582 Email: idrnz@lloyds.com</p> <p>When You lodge Your dispute with Lloyd's, Lloyd's will usually require the following information:</p> <ul style="list-style-type: none"> • Name, address and telephone number of the policyholder • The type of insurance policy involved (household, motor, etc) • Details of the Policy concerned (Policy and/or claim reference numbers, etc) • Name and address of the agent through whom the policy was obtained • Details of the reasons for lodging the complaint • Copies of any supporting documentation You believe may assist Lloyd's in addressing Your complaint appropriately. 	<p>Your dispute will be acknowledged in writing within 5 working days of receipt and will be reviewed by a person with appropriate authority to deal with the dispute.</p> <p>The length of time required to resolve a particular dispute will depend on the individual issues raised, however in most cases You will receive a full written response to Your dispute within 15 working days of receipt.</p> <p>If Your dispute cannot be finalised within that time, Lloyd's will continue to work on it and Lloyd's will regularly advise You of its progress.</p> <p>Lloyd's investigation will include discussions with the various parties involved and a review of all papers and documentation relating to the dispute where appropriate.</p>

<p>Step 3</p>	<p>If Your dispute is not resolved in a manner satisfactory to You, Lloyd’s will then provide You with details about the Insurance & Financial Services Ombudsman (IFSO), which is an independent body that operates nationally in New Zealand and aims to resolve disputes between policyholders and their insurers. This service is free of charge to You.</p> <p>Disputes relating to domestic and some small business general insurance policies can be reviewed under IFSO if they remain unresolved following the procedures outlined above.</p> <p>PO Box 10-845 Wellington 6143 New Zealand Level 8, Shamrock House 79-81 Molesworth Street Wellington New Zealand</p> <p>+64 (0)4 499 7612 info@ifso.nz</p>	<p>Your dispute must be referred to the FOS within 24 months of the date of Lloyd’s written decision.</p>
	<p>Local Regulatory Reporting Requirements</p>	<p>No statutory or regulatory reporting requirements.</p> <p>Lloyd’s is a member of Insurance Council of New Zealand. New Zealand coverholders must comply with ICNZ Fair Insurance Code. The Fair Insurance Code requires quarterly and annual returns with claims and complaint information. This information is provided by coverholders to Scott Galloway who consolidates it and provides returns to ICNZ.</p>
	<p>Lloyd’s Complaint Notice</p>	<p>The complaints notice for New Zealand is available on lloyds.com/complaints handling.</p> <p>This will be published on the Lloyd’s Wordings Repository and referenced in the Pre-contractual notification and Insurance documents sections of Crystal.</p>