



# Funeral Cover

## Policy Document



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Contents	Page
<b>1. Welcome</b>	<b>2</b>
Introduction	
Important	
Free look period	
Benefit summary	
<b>2. About this policy</b>	<b>2</b>
Your policy	
Policy ownership	
Transfer of ownership	
Changes made by you	
Changes made by us	
Authority given by you	
When your policy starts	
When your policy stops	
Policy cancellation	
Policy surrender value	
Worldwide cover	
<b>3. Policy benefits</b>	<b>3</b>
Funeral Cover benefit	
<b>4. What you are not covered for</b>	<b>4</b>
<b>5. Claims</b>	<b>4</b>
How to make a claim	
Claim information requirements	
Claim payment requirements	
Claim payments	
Claim recovery	
Policies in arrears at the time of a claim	
<b>6. Your insurance premiums</b>	<b>5</b>
How we calculate your premium	
Missed payments and suspension or cancellation of cover	
Payment frequency	
Policy reinstatement	
<b>7. General conditions</b>	<b>6</b>
Your duty of disclosure	
How to resolve any problems	
Communication	
Jurisdiction and currency	
Interpretation	
Privacy Act 1993 and Health Information Privacy Code 1994	
Financial information	
Policy underwriter	
Policyholder protection	
Disappearance of you	
<b>8. Policy definitions</b>	<b>8</b>

# 1 Welcome

## 1.1 Introduction

Thank you for choosing Funeral Cover. Your policy is underwritten by Southsure Assurance Limited (Southsure), a New Zealand insurance company licensed and supervised by the Reserve Bank of New Zealand under the Insurance (Prudential Supervision) Act 2010. We are committed to providing affordable, quality insurance and excellent customer service.

References within this Policy document to We, Us or Our refer to Southsure.

## 1.2 Important

Some words are capitalised and have a special meaning as set out in the Policy definitions section.

Please read this Policy document and the Policy Schedule to ensure Your insurance needs are met and the information is correct. If there are any errors in the Policy Schedule, or if any further clarification is required, please call 0800 002 002 during business hours.

The Policy is a valuable document and should be kept in a safe place. We recommend You tell Your lawyer, executors and/or family members where the Policy is kept.

We rely on information provided by You to issue this Policy and pay any claim. If You are not absolutely truthful or if You fail to disclose all material information to Us, We may turn down a claim or cancel the Policy.

## 1.3 Free look period

If the Policy does not appear to meet Your needs, You may return it to Us within 30 days of the Start Date (which is shown on Your Policy Schedule) and We will refund any premiums You have paid in full, providing that We have not paid a claim under this Policy.

## 1.4 Benefit summary

Subject to the Policy terms and conditions, the Policy provides a lump sum payment to the Policy Owner if You die:

- As a direct result of an Accident at any time after the Start Date; or
- As a result of any other cause 24 or more months after the Start Date.

# 2 About this policy

## 2.1 Your policy

The Policy is a contract of insurance between You and Us and consists of:

- The completed Application Form; and
- Any information supplied by You or anyone else in support of Your Application Form; and
- The Policy Schedule; and
- Any amended terms or conditions offered as stated on the Policy Schedule; and
- This Policy document.

The Policy is subject to the terms and conditions as set out below:-

## 2.2 Policy ownership

The Policy Owner is specified on the Policy Schedule. The proceeds of any claim will be paid to the Policy Owner or the Policy Owner's legal representative.

## 2.3 Transfer of ownership

The ownership of this Policy can be transferred at any time by completing a 'Memorandum of Transfer' form and forwarding it to Us.

#### **2.4 Changes made by you**

You can apply to make a change to Your Smoker status at any time.

Any change to the Smoker status will alter the amount of premium payable and will be effective from the next Premium Due Date after the date We make the change.

#### **2.5 Changes made by us**

We may change any of the terms and conditions applying to this Policy at any time. Any such changes will apply to all policies, not just Yours, and We will notify You at least 30 days prior to the changes coming into effect.

#### **2.6 Authority given by you**

The Policy Owner and Insured Person authorize Us to disclose all information about this Policy (including any changes to this Policy), and all relevant information about each of them, to the Policy Owner and Insured Person as the case may be.

#### **2.7 When your policy starts**

This Policy will start on the Start Date as shown on Your Policy Schedule.

#### **2.8 When your policy stops**

This Policy will stop on the earliest date that any one of the following occurs:

- We receive a written request from the Policy Owner to cancel the Policy; or
- Your death; or
- If any premiums remain unpaid for 90 days or more after the Premium Due Date and We cancel the Policy; or
- We cancel all Funeral Cover policies and give You 90 days' notice in writing.

#### **2.9 Policy cancellation**

This Policy may be cancelled at any time. For cancellations notified after the 30 day free look period (see clause (1.3)) there will be no refund of premiums. The only exception is where the premium has been paid annually in advance, in which case We will refund 80% of any unexpired portion of the premium paid.

#### **2.10 Policy surrender value**

The premiums on this Policy contain no savings or investment component and therefore the Policy does not have surrender or cash value.

#### **2.11 Worldwide cover**

Insurance cover under this Policy applies 24 hours a day, anywhere in the world.

## **3 Policy benefits**

#### **3.1 Funeral Cover benefit**

We will pay the Sum Insured as set out in the Policy Schedule if You die:

- As a direct result of an Accident at any time after the Start Date; or
- As a result of any other cause 24 or more months after the Start Date.

The Sum Insured will be paid to the Policy Owner or the Policy Owner's legal representative.

If You die within 24 months of the Start Date, except as a direct result of an Accident, We will refund all premiums paid in respect of this Policy.

##### **3.1.1 Benefit conditions**

You must be a New Zealand citizen or a person in possession of a New Zealand Permanent Resident's Visa at the Start Date. If You were not, We will cancel this Policy and refund any premiums paid.

## 4 What you are not covered for

We will not pay any benefit under this Policy if You die as a direct or indirect result of suicide or intentional self-inflicted injury within 13 months from the Start Date or, if the Policy has been reinstated, if You die as a direct or indirect result from any suicide or intentional self-inflicted injury within 13 months from the date this Policy was reinstated.

## 5 Claims

### 5.1 How to make a claim

The Policy Owner should contact Us as soon as possible to request a claim form. The claim form will be sent out within 24 hours of the request. The Policy Owner must complete the claim form and return it to Us along with any supporting documents We may reasonably require.

### 5.2 Claim information requirements

In addition to the completed claim form, We also require:

- A copy of Your death certificate; and
- A copy of the Coroner's Report if one has been issued; and
- Proof of identity; and
- A certified copy of Your birth certificate or other satisfactory proof of age.

Please refer to clause (7.1.2) in respect of providing untrue, Fraudulent, incomplete or misleading claim information.

### 5.3 Claim payment requirements

Any claim payment is subject to Us receiving the information listed in clause (5.2) as is applicable to support any claim.

Claim payments will not be made until We have received the required documentation, the claim requirements have been met to Our complete satisfaction, and We have accepted the claim.

### 5.4 Claim payments

Once We have received the required documentation and are satisfied that the claim requirements have been met, and We have accepted the claim, payment will normally be made within 48 hours. The proceeds of any claim will be payable to the Policy Owner or the Policy Owner's legal representative.

### 5.5 Claim recovery

If for any reason We pay a benefit under this Policy to which the Policy Owner was not entitled, We have the right to recover that benefit from the Policy Owner.

### 5.6 Policies in arrears at the time of a claim

If any premiums are overdue at the time of a claim but the cover under the Policy has not yet been suspended pursuant to clause (6.2), We will deduct such premiums from any claim amount payable.

If the Policy has been suspended pursuant to clause (6.2) at the time of a claim, We will not accept the claim.

## 6 Your insurance premiums

### 6.1 How we calculate your premium

Your premium is based on the Sum Insured You select and Your age, gender and smoking habits.

Depending on the period of time that this Policy remains in force, the premiums paid may exceed the Funeral Cover benefit in some circumstances.

#### 6.1.1 Changes to your premium

The premium payable on this Policy will not increase due to Your age or change in Your health. However, Your premium may change as a result of an alteration to the insurance e.g. a change in Smoker status. We will notify You at least 10 days prior to any premium increases.

### 6.2 Missed payments and suspension or cancellation of cover

You must pay Us each premium on the Premium Due Date. If the premium is not paid within 30 days of the Premium Due Date, cover under Your Policy will be suspended. If any premiums remain unpaid for 90 days or more We may cancel this Policy. We will give You notice that the Policy has been suspended or cancelled but the failure or omission to do so shall not prejudice the suspension or cancellation of cover. If cover under this Policy is suspended, We will not accept any claim which occurs during the period in which the cover is suspended. Providing Your Policy has not yet been cancelled by Us, Your cover under the Policy will restart from the date You catch up Your overdue payments.

### 6.3 Payment frequency

The premium for the Policy must be paid at the frequency shown in the Policy Schedule.

### 6.4 Policy reinstatement

If We cancel this Policy because the premium was not paid, You can apply to Us to have Your Policy reinstated. Before any reinstatement, You must comply with Your duties of disclosure again as outlined in clause (7.1) "Your Duty of Disclosure" and provide Us with any further information We require. Reinstatement will be at Our sole discretion. The Policy will recommence from the date of reinstatement. Reinstatement can only occur with Our written consent. Acceptance of premiums by Us shall not be construed as reinstatement of the Policy unless We confirm in writing to You that the Policy has been reinstated.

The terms and conditions applying to the reinstated Policy may be different to those applying to Your Policy before it was stopped and a new Policy Schedule will be issued.

## 7 General conditions

### 7.1 Your duty of disclosure

We are committed to honouring the terms and conditions of the Policy.

#### 7.1.1 Misstatement of age or smoker status

In the event of a misstatement of Your age or Smoker status or any combination of them, We will as allowed by law, having regard to Your true age and Smoker status, either make variations to the benefits provided under the Policy and/or the premiums under the Policy. Any over payment of premiums will be refunded to You.

#### 7.1.2 Untrue, fraudulent, incomplete or misleading claim information

If the Policy Owner, or anyone acting on the Policy Owner's behalf, makes a claim or statement in support of a claim under this Policy that is untrue (including being untrue by reason of omission of any information), Fraudulent, incomplete or misleading in any material way, We can cancel this Policy and refuse to pay the claim. If an untrue or Fraudulent claim or statement is discovered after We have paid the claim, the Policy Owner must repay all amounts paid in relation to the claim.

### 7.2 How to resolve any problems

We want You to remain satisfied with the Policy. We have a complaints procedure to assist You to resolve any problem quickly and fairly. All complaints will be handled through Our internal dispute resolution process in the first instance. If this process is unable to resolve Your complaint, Your complaint can be referred to the Banking Ombudsman, who may be able to help. We are a participant in the Banking Ombudsman Scheme which provides a free, independent complaints service for Our customers.

For more information about the Banking Ombudsman Scheme, visit [www.bankomb.org.nz](http://www.bankomb.org.nz) or call 0800 805 950.

#### Office of the Banking Ombudsman

Physical address	Level 5, Huddart Parker Building 1 Post Office Square Wellington 6011
Postal address	Freepost 218 002 PO Box 25 327 Featherston Street Wellington 6146

### 7.3 Communication

#### 7.3.1 Writing to you

We will send all written communication about Your Policy to the address shown in the Application Form, unless You provide Us with another address.

All communications from Us to You shall be deemed to have been received by You five business days from the date of posting to the last address for communications that You have notified to Us.

#### 7.3.2 Writing to us

All written communication about Your Policy should be sent to Us at Our address:

Southsure Assurance Limited  
PO Box 1404  
Invercargill 9840

#### 7.3.3 Change of address

You must advise Us of any change to Your postal address.



#### **7.4 Jurisdiction and currency**

The Policy shall be construed according to the laws of New Zealand and all premiums and claims are payable in New Zealand currency.

#### **7.5 Interpretation**

In the Policy some words have defined meanings. These words are indicated by initial capital letters and are defined in clause (8) "Policy Definitions". However, the absence of a capital letter shall not alone imply that the word or phrase is used with a meaning different from that given by its definition.

The headings used in the Policy are for reference only. They do not form part of the Policy and are not to be referred to in interpreting it.

#### **7.6 Privacy Act 1993 and Health Information Privacy Code 1994**

Pursuant to the Privacy Act 1993, You and the Policy Owner may request access to and the correction of any personal information held by Us by making a written request.

#### **7.7 Financial information**

A copy of Our latest reported financial statements is available upon request.

#### **7.8 Policy underwriter**

The Policy is underwritten by Southsure Assurance Limited ('Southsure'). Southsure is responsible for all claims and any other matters relating to the Policy.

To contact Southsure:

- Call 0800 002 002
- Email [support@southsure.co.nz](mailto:support@southsure.co.nz)
- Write to PO Box 1404, Invercargill 9840

#### **7.9 Policyholder protection**

Under the Insurance (Prudential Supervision) Act 2010 (the Act), Southsure is required to maintain a Statutory Fund(s) in respect of its life insurance business for the protection of life insurance policyholders' interests. Under the definitions contained in the Act, this Policy is deemed to be a policy of life insurance. In terms of the requirements of the Act, this Policy is referable to Southsure's Statutory Fund No.1.

#### **7.10 Disappearance of you**

Death shall not in any way be presumed by Your disappearance except in the event of the total loss of a ship or aircraft in which You were travelling. We reserve the right to admit or defer any claim in circumstances of Your disappearance.

## 8 Policy definitions

**Accident** means any injury resulting solely, directly and independently of all other causes from an accident caused by external, violent and visible means occurring after the Start Date.

**Anniversary Date** means the date 12 months after the Start Date and the same date every year after that.

**Application Form** means the application for the Policy, or any alteration to the Policy, and includes any statement, questionnaire and supplementary document in connection with any such application completed by You or anyone else in support of the application.

**Fraudulent** and **Fraudulently** means any statement that is made by a person making the statement who knows or ought to know it is incorrect, does not believe it is correct or makes it recklessly without caring whether it is correct or not.

**Insured Person** means the person whose life is insured under this Policy and who is named as such on the Policy Schedule.

**Medical Practitioner** means an appropriately qualified and registered medical professional who is accepted by Us. That person must not be You, Your spouse or partner, Your business partner or anyone who is related to, or closely associated with You in any way.

**Policy** has the meaning ascribed to it in clause (2.1).

**Policy Owner** means the person or company which is named on the Policy Schedule as the Policy Owner. If the Policy Owner is a person, then they must be aged 16 or over at the Start Date.

**Policy Schedule** means the Policy Schedule accompanying, and which forms part of, this Policy (and where the schedule has been amended or replaced, means the latest Policy Schedule agreed to between You and Us) which records the name of the Policy Owner, the name of the Insured Person, the Sum Insured, the Policy Start Date, the premium payable and the premium type.

**Premium Due Date** means the date on which the premium must be paid.

**Smoker** means a person that has smoked a cigarette or any other substance in the past 12 months.

**Southsure** means Southsure Assurance Limited.

**Sum Insured** means the amount the Policy will pay in the event of a claim and is shown on the Policy Schedule.

**Start Date** means the date that Your first premium is due and the date that this Policy commenced and is shown on Your Policy Schedule.

**War** means any war whether declared or not, or any warlike activities, including the use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial or religious ends.

**We, Our or Us** means Southsure Assurance Limited.

**You and Your** means the Insured Person.





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