



Critical Condition Insurance

Policy Document

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1 Welcome

1.1 Introduction

Thank you for choosing Critical Condition Insurance. 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 and Your Policy Schedule to ensure Your insurance needs are met and the information is correct. If there are any errors in Your 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 You provide Us to issue Your 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, or Avoid Your 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 paid in full, providing that We have not paid a claim under the Policy.

1.4 Benefit summary

Subject to the Policy terms and conditions, the Policy provides a lump sum payment if You suffer from any one of the Critical Conditions covered under the Policy.

2 About the policy

2.1 Your policy

The Policy is a contract of insurance between the Policy Owner, the Insured Person and Us. Your Policy consists of:

- The completed Application Form; and
- Any information supplied by You, the Insured Person and 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
- The Policy document.

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

2.2 Policy ownership

The Policy can only be owned by the Insured Person or a financial institution. The Policy Owner is specified on the Policy Schedule.

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. Transfers can only be made between permitted Policy Owners, as specified in clause (2.2) above.

2.4 Changes made by you or the insured person

You can apply to Us in writing to make changes to the Policy at any time. The following changes can be requested:

- Change the Smoker status; and/or
- Increase or decrease the Sum Insured.

Approval to increase the Sum Insured will be at Our discretion.

Any changes to Your Policy will likely alter the amount of premium payable and will be effective from the next Premium Due Date after the date We approve Your request.

2.5 Changes made by us

We may change any of the terms and conditions applying to the 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 the Policy (including any changes to the 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

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

2.8 When your policy stops

The Policy will stop on the Expiry Date or on an earlier date if any one or more of the following occurs:

- We receive a written request from You to cancel the Policy; or
- The death of the Insured Person; or
- The payment of any claim; or
- The Insured Person's 65th birthday; or
- If any premiums remain unpaid for 90 days or more and We cancel the Policy; or
- If, in Our opinion, You no longer permanently reside in New Zealand, Australia, European Member States, the United States of America, or Canada, or You have resided outside one of these countries for more than six months (unless We have agreed to this in writing); or
- We cancel all Critical Condition Insurance policies and give You 90 days' notice in writing.

2.9 Policy cancellation

You may cancel the Policy 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 You have paid annually in advance, in which case We will refund to You 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 this Policy does not have surrender or cash value.

3 Policy benefits

3.1 Cancer

Subject to clause (3.1.1), if You have been diagnosed for the first time ever as suffering from this Critical Condition at a date not earlier than 90 days after the Start Date or the Date of Reinstatement (whichever is the latter), and the Survival Period is reached, We will pay You the full current Sum Insured and Your Policy will stop.

3.1.1 Benefit conditions

You must have been diagnosed as suffering from the manifestation of a malignant tumour (a tumour which is not encapsulated and has properties to infiltrate and cause metastases*) characterized by the uncontrolled growth and the spread of malignant cells and the invasion and destruction of normal tissues for which major interventional treatment or surgery (excluding endoscopic procedures alone) is considered medically necessary by an appropriate specialist.

The diagnosis must be supported by histological evidence of malignancy.

Types of cancer covered:

- All invasive malignant cancers other than the cancers listed under “Types of cancers excluded” in this section; and
- Leukaemia; and
- Hodgkin’s disease (other than stage one); and
- Invasive malignant melanoma of a skin invasion of 1.5 mm and over as determined by the Breslow method or any other equivalent method.

Types of cancer excluded:

- Pre-malignant lesions; and
- Tumours showing the malignant changes of carcinomas in situ** (including cervical dysplasia CIN-1, CIN-2 and CIN-3) or which are histologically described as pre-malignant; and
- Kaposi’s sarcoma; and
- Papillary micro-carcinoma of the bladder; and
- Tumours in the presence of any Human Immunodeficiency Virus (HIV) or Acquired Immunodeficiency Syndrome (AIDS), unless they are the result of medically or occupationally acquired HIV; and
- All skin cancers, including hyperkeratosis, basal cell carcinomas and squamous cell carcinomas, unless there is evidence of metastases*; and
- Prostatic cancers which are histologically described as TNM Classification T1 or are of another equivalent or lesser classification; and
- Chronic Lymphocytic Leukaemia less than Rai Stage 3.

* Metastases is the transmission and establishment of detectable cancer due to the spread of cancerous cells from one original site to one or more sites elsewhere in the body.

** Carcinoma in situ of the breast is covered if it results directly in the removal of the entire breast. The procedure used must be performed as a direct result of the carcinoma in situ, performed specifically to arrest the spread of malignancy and be considered to be the usual and necessary treatment. Carcinoma in situ of the breast means localized, pre-invasive stage 0 cancer of the breast, which is classified as TisNOMO using the TNM classification.

3.2 Major heart attack

Subject to clause (3.2.1), if You have been diagnosed for the first time ever as suffering from this Critical Condition at a date not earlier than 90 days after the Start Date or the Date of Reinstatement (whichever is the latter), and the Survival Period is reached, We will pay You the full current Sum Insured and Your Policy will stop.

3.2.1 Benefit conditions

You must have been diagnosed as suffering from an acute myocardial infarction (other than as a direct result of cardiac or coronary intervention) being the death of a portion of the heart muscle resulting from inadequate blood supply through the coronary arteries.

All of the following criteria must be satisfied to establish an acute myocardial infarction has occurred:

- An episode of typical prolonged chest pain; and
- New electrocardiographic changes characteristic of myocardial damage; and
- Elevation of biochemical markers in either Troponin 1 in excess of 2.0ug/L, Troponin T in excess of 0.6ug/L or cardiac enzyme CK-MB.

Subendocardial infarcts, Non-ST-segment-elevation myocardial infarction (NSTEMI), and angina are excluded.

If the above criteria are not met, then We will pay a claim based on satisfactory evidence that You have suffered a myocardial infarction which has resulted in a permanent reduction in the Left Ventricular Ejection Fraction to less than 50% as measured 3 months after the event.

3.3 Open coronary artery bypass surgery

Subject to clause (3.3.1), if You have been diagnosed for the first time ever as suffering from this Critical Condition at a date not earlier than 90 days after the Start Date or the Date of Reinstatement (whichever is the latter), and the Survival Period is reached, We will pay You the full current Sum Insured and Your Policy will stop.

3.3.1 Benefit conditions

You must actually undergo open coronary bypass surgery for the treatment of coronary artery disease. The clinical necessity to perform this procedure must be proven by coronary angiography or other suitable means.

Non-surgical techniques such as angioplasty, stenting or laser relief of an obstruction, as well as any other inter-arterial procedures are excluded.

3.4 Stroke

Subject to clause (3.4.1), if You have been diagnosed for the first time ever as suffering from this Critical Condition at a date not earlier than 90 days after the Start Date or the Date of Reinstatement (whichever is the latter), and the Survival Period is reached, We will pay You the full current Sum Insured and Your Policy will stop.

3.4.1 Benefit conditions

You must have been diagnosed as suffering from a cerebrovascular accident or incident producing permanent objective and ongoing neurological deficit lasting more than 24 hours and causing at least 25% permanent impairment of whole person function, and being the result of:

- An infarction of brain tissue; or
- Damage to brain tissue caused by intracerebral or subarachnoid haemorrhage or embolism from an extracranial source.

There must be clear evidence of a Computerized Tomography (CT) or Magnetic Resonance Imaging (MRI) scan or equivalent evidence that a stroke has occurred.

Excluded are:

- Transient ischaemic attacks and reversible ischaemic neurological deficit; and
- Cerebral injury resulting from trauma or arterial hypoxia; and
- Vascular disease affecting solely the eyes or optic nerve or vestibular functions; and
- Cerebral symptoms due to migraine.

3.5 Major organ transplant

Subject to clause (3.5.1), if You have been diagnosed for the first time ever as suffering from this Critical Condition at a date not earlier than 90 days after the Start Date or the Date of Reinstatement (whichever is the latter), and the Survival Period is reached, We will pay You the full current Sum Insured and Your Policy will stop.

3.5.1 Benefit conditions

You must be diagnosed as requiring and actually undergo the human organ transplant from a donor to the Insured Person of one or more of the following organs:

- Complete heart; or
- One or both lungs; or
- Complete liver; or
- Complete pancreas; or
- Complete kidney; or
- Bone marrow.

The transplant of all other organs or any tissue transplant, or transplantation of isolated pancreatic islets, is excluded.

3.6 Chronic renal failure

Subject to clause (3.6.1), if You have been diagnosed for the first time ever as suffering from this Critical Condition at a date not earlier than 90 days after the Start Date or the Date of Reinstatement (whichever is the latter), and the Survival Period is reached, We will pay You the full current Sum Insured and Your Policy will stop.

3.6.1 Benefit conditions

You must be diagnosed as suffering from end stage renal failure presenting as chronic irreversible failure of both kidneys to function, as a result of which You are undergoing permanent regular dialysis.

3.7 Loss of use of limbs

Subject to clause (3.7.1), if You have been diagnosed for the first time ever as suffering from this Critical Condition at a date not earlier than 90 days after the Start Date or the Date of Reinstatement (whichever is the latter), and the Survival Period is reached, We will pay You the full current Sum Insured and Your Policy will stop.

3.7.1 Benefit conditions

You must be diagnosed as suffering from the total and permanent loss of:

- The use of two (2) limbs; or
- The sight of both eyes; or
- The loss of one (1) limb and the sight of one (1) eye.

To establish permanence in regard to the loss of use of a limb or limbs through paralysis, the paralysis must have persisted for at least 180 days and, in the opinion of an approved and suitable medical specialist, the prospect of recovery must be reasonably unlikely to ever occur.

The loss of a limb means complete loss of the use of at least an entire hand or an entire foot.

The loss of sight means the complete and irrecoverable loss of sight whether aided or unaided.

No claim will be payable under this Critical Condition until permanence has been established.

3.8 Loss of independent existence

Subject to clause (3.8.1), if You have been diagnosed for the first time ever as suffering from this Critical Condition at a date not earlier than 90 days after the Start Date or the Date of Reinstatement (whichever is the latter), and the Survival Period is reached, We will pay You the full current Sum Insured and Your Policy will stop.

3.8.1 Benefit conditions

You must be diagnosed as suffering from a condition as a result of illness or injury that wholly and permanently prevents You from performing two (2) of the Activities of Daily Living, without assistance from someone else, for at least 180 days. You must have been under the regular care of a medical practitioner for the condition from the date You were diagnosed with the illness or suffered the injury. The condition must, in Our opinion, prevent You from ever again being able to perform at least two (2) of the Activities of Daily Living without assistance from someone else.

No claim will be payable under this Critical Condition until permanence has been established.

4 What you are not covered for

4.1 Critical Condition benefit exclusions

We will not pay any benefit under the Policy if the condition or event giving rise to the claim is as a direct result of, or is contributed to by, any of the following:

- An injury or an illness arising from an act which was intentionally self-inflicted; or
- Being addicted to or under the influence of alcohol, narcotics, non-prescribed drugs, or prescribed drugs if not taken as prescribed by a Medical Practitioner; or
- Taking part in any unlawful act whether or not You are charged or convicted of an offence in respect of that act; or
- War or any act thereof, invasion, acts of foreign enemies, civil war, civil unrest, rebellion, revolution insurrection assuming the proportions of or amounting to an uprising, military or usurped power; or
- Terrorism; or
- Any condition which is, or results from, or is a complication of infection with Human Immunodeficiency Virus (HIV), or any variance including Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC), unless the HIV was occupationally or medically acquired; or
- If You are residing outside New Zealand, Australia, European Member States, the United States of America, or Canada; or
- If the event being claimed for happens within the 90 days immediately after the Start Date or the Date of Reinstatement; or
- If You die within the Survival Period; or
- The claim is a direct result of, or is contributed to by a Pre-Existing Condition; or
- Any such other terms or conditions as are stated in the Policy Schedule.

If the condition or event giving rise to the claim falls outside the scope of cover provided under the Policy, there shall be no refund of any premiums.

5 Claims

5.1 How to make a claim

You should contact Us as soon as possible to request a claim form.

A claim must be submitted to Us within 30 days of the grounds for making a claim occurring. We may accept claims submitted after the expiry of the 30 day period at Our absolute discretion or as required to do so by law.

A claim form will be forwarded to You within 24 hours of Our receipt of Your request. You must complete the claim form and return it to Us along with any supporting documentation We may reasonably require (see clause (5.2)).

5.2 Claim information requirements

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

- Medical information to support Your claim; and
- Your birth certificate or other satisfactory proof of Your age; and
- Such other satisfactory proof as may be required by Us.

Medical information must be provided by a Medical Practitioner. This information must be paid for by You. Should We require You to undergo any further medical examinations or tests, these additional costs will be met by Us. Please refer to clause (7.2.3) in respect of providing untrue, Fraudulent, incomplete, or misleading claim information.

5.3 Claim payment requirements

A claim is payable if the condition being claimed for meets all of the requirements as detailed in the relevant sub-clauses under clause (3) by the earliest of either the Expiry Date or the Insured Person's 65th Birthday.

Any claim payment is subject to You providing the information listed in clause (5.2) as is applicable to support Your 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 Claims after a change to your policy

Where You have requested an increase in the Sum Insured and We have accepted Your request, then any claim made within 90 days of the date of the change will be assessed and paid on the basis of Your Policy as it applied immediately preceding the date of the change.

5.5 Concurrent claims

A payment of a claim for any of the Critical Conditions is a complete discharge of Our obligations in respect of that claim and Your Policy, and will result in Your Policy stopping.

5.6 Claim payments

The proceeds of any claim will be payable to the Policy Owner or the Policy Owner's legal representative. Where the Policy Owner is a financial institution, any surplus after repaying any debt or other obligation to the financial institution will be paid to You or Your legal representative.

Payment of a claim is a complete discharge of Our obligations in respect of that claim and Your Policy and will result in this Policy stopping.

5.7 Claim recovery

If for any reason We pay a benefit under the Policy to which You were not entitled, We have the right to recover the benefit from You.

5.8 Claims on multiple policies

If You have other Critical Condition insurance policies held with Us in respect of the same Insured Person, the maximum aggregate amount We will pay out under all such policies is \$500,000.

Any insurance in excess of that amount will be Void and all premiums for that excess will be refunded to You.

5.9 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 Your claim.

6 Your insurance premiums

6.1 How we calculate your premium

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

The premium payable for this Policy is shown on the Policy Schedule and is inclusive of GST.

The premium is annually renewable and will increase each year on the Anniversary Date of Your Policy to take account of Your advancing age. We will write to You each year prior to the Anniversary Date of Your Policy to advise You of the new premium that will apply to Your Policy for the following year.

In addition, the premium for this Policy may change at any time as a result of:

- A change to the Policy as described in clause (2.4); or
- A general review of Our premium rates and rating factors that apply to all policies, not just Yours; or
- Changes in law which affect the Policy as described in clause (7.1).

We will notify You at least 30 days prior to any premium increase.

6.2 Missed payments and suspension or cancellation of cover

You must pay Us each premium on the Premium Due Date. If the premium due 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, then 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 occurring 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 the 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 (7.2) "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 Changes in law

If there are any changes in New Zealand governmental or local body taxes, statutes, regulations, or by-laws which are effective after Your Policy has been issued and these changes increase the costs We incur in managing Your Policy, or the way in which the terms and conditions of this Policy are interpreted, then, at Our discretion, We may increase Your premiums to absorb these additional costs and We may change any of the terms and conditions of the Policy. If this does occur, We will notify You at least 30 days prior to any such change or increase taking effect.

7.2 Your duty of disclosure

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

7.2.1 Material Information

You must disclose all information that would be materially relevant to the insurance risk We are assuming and you must truthfully answer any questions We ask of You at the time the Policy is issued, renewed, changed, or reinstated.

If You have not disclosed to Us all Material Information relevant to Our risk, or have disclosed information that was substantially incorrect and was made Fraudulently that is Material to Our risk, and We have based Our decision (in whole or in part) to issue, renew, change, or reinstate Your Policy on those statements or that information, then We may, at Our discretion:

- Avoid Your entire Policy from the Start Date; or
- Avoid any benefit from the Start Date; or
- Change the terms of Your Policy or any benefit from the Start Date.

7.2.2 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.

7.2.3 Untrue, fraudulent, incomplete or misleading claim information

If You or anyone acting on Your 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 the Policy and refuse to pay the claim. If a false or Fraudulent claim or statement is discovered after We have paid the claim, You must repay all amounts paid in relation to the claim.

7.3 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 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

7.4 Communication

7.4.1 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.

If the Policy Owner consists of more than one person, any communication from Us to any one such person shall be deemed to be communication to all such persons.

7.4.2 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

7.4.3 Change of address

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

7.5 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.

7.6 Interpretation

Some words in the Policy 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.

7.7 Privacy Act 1993 and Health Information Privacy Code 1994

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

7.8 Financial information

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

7.9 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
- Write to PO Box 1404, Invercargill 9840

7.10 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.

8 Policy definitions

Activities of Daily Living means:

- Dressing and undressing - the ability to put on and fasten, and take off and unfasten, all necessary clothing and braces, artificial limbs, or surgical appliances.
- Washing and bathing - the ability to wash in the shower or bath so that an adequate level of personal hygiene can be maintained. This includes being able to get in and out of the shower or bath.
- Toileting - the ability to manage bowel and bladder functions so that an adequate level of personal hygiene can be maintained. Toileting includes the ability to get on and off a toilet or commode.
- Eating and drinking - the ability to feed oneself once food has been prepared and made available.
- Moving from place to place (with or without a wheelchair, prosthetic device or an aid) - the ability to move indoors from one room to another on a level surface in Your home.

Anniversary Date means the date 12 months after the Start Date as specified in the Policy Schedule 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.

Avoid and **Void** means Your Policy or benefit will be considered never to have existed, premiums You have made will not be refunded, and no benefit will ever be paid.

Critical Condition(s) means those conditions described within the Policy under clause (3).

Date of Notification means the date on which We receive notification of the occurrence of an event giving rise to a claim.

Date of Reinstatement means the date on which We reinstate Your Policy should it have lapsed because of the non-payment of premiums.

Expiry Date means the date this Policy will automatically end and is shown on Your Policy Schedule.

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.

Material Information means all relevant information that We needed when We decided the terms relating to Your Policy. It includes, but is not limited to, information about the Insured Person's health and medical history, occupation, and leisure activities.

Material means a statement that would have influenced the judgement of a prudent insurer in fixing the premium or in determining whether to take or continue the risk upon substantially the same terms and conditions.

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 and, if more than one, means all such persons jointly.

Policy Schedule means the accompanying Policy Schedule, which forms part of this Policy (and where the schedule has been amended or replaced, means the latest schedule agreed to between the Policy Owner and Us) and 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 frequency of payments.

Pre-Existing Condition means an illness or injury:

- Which You were aware of at the date of the application, or the date of the application for reinstatement, and which was not disclosed in any such application; or
- In respect of which symptoms existed prior to the Start Date or the Date of Reinstatement that would cause a reasonable person to seek diagnosis, care or treatment, and which was not disclosed in any application; or
- In respect of which a Medical Practitioner recommended treatment or further advice that was not disclosed in any application.

Premium Due Date means the date on which You must pay Your premium.

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

Southsure means Southsure Assurance Limited.

Substantially Incorrect means that if the difference between what was stated and what is actually correct would have been considered Material by a prudent insurer, the statement is Substantially Incorrect.

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

Survival Period means that the Insured Person survives at least 14 days after the later of the following:

- The injury happening or diagnosis of an illness for the covered Critical Condition or event; or
- Undergoing a surgical procedure that is necessitated by a covered Critical Condition or event; or
- Undergoing a covered surgical procedure.

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.

Terrorism means the use or threatened use of force or violence against human life or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, which is undertaken by any person or group, whether or not acting on behalf of or in any connection with any organization, government power, authority or military force, when the intent is to intimidate, coerce or harm a government, civilian population, or any segment thereof, or to disrupt any segment of the economy.

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 Policy Owner, except where the Policy Owner is a Financial Institution, in which case You or Your means the Insured Person.



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www.southsure.co.nz