

## Mortgage Protector – Waiver of Premium Cover

Your cover in detail.

### 1 INTRODUCTION

This Waiver of Premium Cover provides for the **instalment premium** on **your** Policy to be paid by **us** while the **insured person** is **totally disabled** or receiving a benefit under an income protection cover on this Policy.

The **schedule** will show which **insured person** this Waiver of Premium Cover applies to.

### 2 BUILT-IN BENEFITS

The following benefits are provided by this Waiver of Premium Cover:

#### 2.1 Benefit

If the **insured person** is for longer than the **waiting period**:

- **totally disabled**; or
- receiving a **partial disability** benefit under an income protection type cover on this Policy,

no **instalment premium** are payable by **you** for any of the covers on this Policy until the earliest of the date:

- where the **insured person** does not have an income protection type cover on this policy, once **he** or **she** is no longer **totally disabled**, or
- where the **insured person** does have an income protection type cover on this policy, once **he** or **she** is no longer receiving a **partial disability** benefit under that cover, or
- the **benefit period** ends, or
- the cover ends (see section 6).

**We** will not pay the **instalment premium** during the **waiting period**. Once the **waiting period** has ended, and **we** have accepted **your** claim, any premiums that have fallen due during the **waiting period**, and have been paid for by **you**, **we** will refund.

#### 2.2 Recurring claim benefit

**We** will waive the **waiting period** on a recurrent claim if:

- (a) an **insured person** is no longer **totally disabled** or **partially disabled** (if applicable), and
- (b) during the first 12 months after the claim ends, **he** or **she** becomes **totally disabled** or **partially disabled** (if applicable) again because of a recurrence of the same or related sickness

**We** will treat the recurrent claim as a continuation of the previous claim.

**We** will pay the Benefit from the date of the recurrence of the **total disability** or the date we recommence payment of a **partial disability** benefit under an income protection type cover on this Policy.

#### 2.3 Waiver of waiting period

**We** will not apply the **waiting period** on a new claim for an **insured person** resulting from sickness or injury unrelated to a previous claim provided that:

- a **waiting period** applied to the previous claim, and
- the new claim occurs within 12 months of the **insured person's** return to work from the previous unrelated claim, and
- the new claim is for a continuous period of at least 30 days.

**We** will apply the Benefit from the date of the recurrence of the **total disability** or **partial disability** (if applicable) under the terms of section 2.1.

## 3 CLAIMS

### 3.1 Notice

**You** or the **insured person** must notify **us** in writing immediately if **you** or the **insured person** become aware of any circumstance likely to lead to a claim.

**We** will advise **you** or the **insured person** of the requirements **we** need to assess **your** claim.

If **we** receive notification of a claim more than 60 days after the date the **insured person** was **totally disabled**, **we** reserve the right to commence benefits from the date of notification.

### 3.2 Obligations

**You** and the **insured person** must throughout the life of the claim:

- Complete **our** claim forms in full and send it to **us** as soon as reasonably possible.
- Authorise the disclosure to **us** of **his** or **her** personal information in connection with the claim held by any other party.
- Authorise the disclosure of **his** or **her** personal information held by **us** to another party to evaluate the claim.
- Provide **us** with any other relevant information **we** reasonably require. This may include but is not limited to financial, medical and occupational evidence.

The **insured person** must throughout the life of the claim:

- Obtain medical treatment as soon as reasonably possible from a **medical practitioner** and follow their advice including recommended medical treatment, surgical treatment, and rehabilitation plans.
- Undergo one or more medical examinations including attending any **specialist medical practitioner** or other appointments arranged by **us** at **our** expense if **we** reasonably request them for the purposes of assessing or managing your claim. This may include blood tests and medical testing.

**You** must pay any expenses incurred in proving **your** claim.

If **you** or the **insured person** do not meet any of the above when reasonably requested by **us**, **we** have the right to either decline or stop the claim. **We** will give **you** notice in writing of our intention to stop the claim and set out our requirements to restart payment. Payments will not be made for any time the claim was stopped and will only recommence from the date **we** receive all of the outstanding requirements.

## 4 EXCLUSIONS

**You** cannot claim under this Cover for sickness or injury in connection with:

- (a) the normal effects of pregnancy or childbirth.
- (b) self-inflicted act or injury.
- (c) any specific event or cause agreed between **you** and **us** and endorsed on this Policy.

## 5 LIMITATIONS

### 5.1 Concurrent disability

Where more than one **insured person** under this Waiver of Premium Cover is each eligible for the **instalment premium** to be waived, only the **instalment premium** due for this Policy will be waived.

### 5.2 Unemployment

If the **insured person** has been unemployed or on parental leave for 12 months or more immediately before or during a period of **total disability**, **we** will consider the **occupation class** to be **occupation class 5** and will assess any Waiver of Premium Cover claim on that basis.

Long service or sabbatical leave is not considered as unemployment.

## 6 WHEN THIS COVER ENDS

This Waiver of Premium Cover will end for an **insured person** on the earliest of the date:

- (a) **you** cancel **his** or **her** Waiver of Premium Cover, or
- (b) this Policy ends for any reason, or
- (c) of **his** or **her** 70<sup>th</sup> birthday, unless that **insured person's** only cover is Income Protection Cover with a benefit to age 65 in which case Waiver of Premium Cover will expire on **his** or **her** 65<sup>th</sup> birthday, or
- (d) **he** or **she** dies.

## 7 DEFINITIONS

The definitions shown below apply to all derivatives of the words defined.

### Occupation class

The Class shown in the **schedule**.

### Partial disability/ partially disabled

The **insured person** is receiving a partial disability benefit under an income protection type cover under this Policy.

### Totally Disabled/ total disability

For **occupation classes** 1, 2, 3 and 4:

The **insured person** is disabled if as a direct result of sickness or injury **he** or **she** is:

- under the regular and personal care of a **medical practitioner**; and
- unable to:
  - (a) perform at least one important income producing duty, or
  - (b) engage in **his** or **her** own occupation for more than 10 hours per week; and
- not working in any other occupation.

For **occupation class** 5

The **insured person** is:

- disabled to such an extent that necessitates confinement to the home under medical supervision or to a recognised medical institution and necessitates receiving regular medical care, or
- as a result of sickness or injury **he** or **she** is unable to undertake at least two of the **activities of daily living** without the assistance of an adult, and
- not working in any gainful occupation.

If **we** are paying a Specific Injury Benefit claim or a Specified Medical Condition Benefit claim for an **insured person** on an income protection type cover on this Policy that **insured person** will be considered to be totally disabled for this Waiver of Premium Cover.

### Waiting period

The period shown in the **schedule** for this Waiver of Premium Cover where **we** will not pay any benefit unless this Policy states otherwise. The waiting period starts from the date the **insured person** receives written notification from an appropriate **medical practitioner** confirming **he** or **she** is unable to work due to **total disability** or they meet the definition of **partially disabled**.