



X^L Insurance



LIFE INSURANCE POLICY WORDING

Voluntary Membership



Table of Contents.

1. DEFINITIONS	3
2. GENERAL CONDITIONS	5
3. SCHEDULE	12
4. SERVICE OF SUIT	16
5. FAIR PROCESSING NOTICE	17
6. REGULATORY INFORMATION	18
7. ABOUT THE INSURERS	19
8. COMPLAINTS AND DISPUTE RESOLUTION PROCESS	20
9. FINANCIAL SERVICES COMPENSATION SCHEME	22



1. Definitions.

1.1 **Actively Employed**

The individual is engaged in their normal duties and working their normal hours of Gainful Permanent Employment without restriction or limitation due to illness or injury, or if on Employer approved leave is capable of performing their normal duties and working their normal hours of Gainful Permanent Employment without restriction or limitation due to illness or injury.

Active Employment has an equivalent meaning.

1.2 **Amount Insured**

In relation to an Insured Member means that amount calculated in accordance with the 'Benefit Formula' set out in the Policy Schedule and provided by the Policy Owner under General Condition 2.1 and accepted as such by the Insurer under General Condition 2.2, subject to the conditions relating to the amount payable in the Policy Schedule.

1.3 **At Work**

To satisfy the definition of 'At Work' the Eligible Member is Actively Employed on the day cover is to commence (or on the first working day immediately following the date of commencement should the date of commencement fall on a public holiday or a weekend).

1.4 **Cessation Age**

The age on which benefits will cease to be payable and / or cover will cease under this Policy, as detailed in the Policy Schedule.

1.5 **Day**

Includes a weekend or public holiday in New Zealand.

1.6 **Diagnosis and Diagnosed**

The clear written conclusion made by a Medical Practitioner, based on medical tests, scans, or other acceptable evidence. If a specialist's opinion is needed, it must be obtained. If there is any doubt about the accuracy of the diagnosis, the insurance company has the right to arrange for an independent expert to review the case. The opinion of this expert will be final and binding for everyone involved.

1.7 **Eligibility Criteria**

The Eligibility Criteria, as set out in the Policy Schedule.

1.8 **Eligible Member**

An individual who:

- a. is under the 'Maximum Entry Age' as set out in the Policy Schedule; and
- b. is a New Zealand citizen, permanent resident or holds a current New Zealand work visa, issued for a period not less than twelve (12) months and resides in New Zealand; and
- c. meets the Eligibility Criteria.

1.9 **Entry Acceptance Limit**

The amount stated in the Policy Schedule.

1.10 **Employee Member**

An Insured Member who is Gainfully and Permanently Employed by the Employer.

1.11 **Employer**

The Employer, as set out in the Policy Schedule.



1.12 Expiry Date

The date shown as such in the Master Policy Document held by NZALPA

1.13 Evidence of Insurability

a completed personal statement, along with such other medical examinations, reports, tests, and health, occupation, and activity statements as the Insurer may require. It includes health information and other details about an Insured Member that the Insurer might ask for, whether when the person first becomes an Insured Member or if their coverage increases or is restarted later. The Policy Owner provides this information about the Insured Member. The Insurer uses this to decide if the person can be insured and what the terms of the insurance will be.

1.14 Gainfully and Permanently Employed

Employed on a permanent basis (for monetary gain or reward in any business, trade, profession, vocation, calling, occupation or employment).

Permanent basis means the person has either a permanent individual employment agreement or a fixed term individual employment agreement of 12 months or longer with the Employer, requiring the person to perform identifiable duties for a regular number of hours each week.

Gainful and Permanent Employment has an equivalent meaning.

1.15 Insured Member(s)

An Eligible Member who is currently insured under the Policy for whom the Insurer has accepted cover; the premium has been paid in respect of (or agreed to be paid) and whose cover has not been terminated.

1.16 Insurer

Certain Underwriters at Lloyd's in respect of Syndicate 3002 and. "We" or "us" or Lloyd's Underwriters shall also mean the Insurer.

1.17 Leave of Absence

Employer approved maternity or paternity leave and other Employer approved leave of up to twenty-four (24) months. Leave of Absence does not include leave leading to engagement in other gainful employment or business activity.

1.18 Master Policy Document

The contract between the insurer and policyholder as held by NZALPA.

1.19 Medical Evidence

The information, reports, and documentation relating to an Insured Member's health and medical history, including but not limited to medical examinations, test results, clinical records, and statements provided by healthcare professionals, which the Insurer utilizes to assess the Insured Member's eligibility for coverage, the terms of the policy, or to determine the validity of a claim.

1.20 Medical Practitioner

a doctor or specialist who is registered or licensed to practise medicine under the laws of New Zealand.

1.21 Spouse

Means either:

- an Insured Member's partner in marriage or;
- an Insured Member's partner under a civil registered partnership or;
- Where an Insured Member has been co-habiting with a partner for a minimum of two (2) years.



1.22 Spouse Member

(if applicable) An Insured Member who is the Spouse of an Employee Member. A Spouse Member will only be eligible for cover under the Policy for the period that the associated Employee Member also satisfies the Insured Member definition. An Employee Member can only have one Spouse Member at any point in time.

1.23 Plan Year

Unless otherwise agreed between the Policy Owner and the Insurer means the successive period of twelve (12) months commencing on the Policy Commencement Date, during which the Policy is in force.

1.24 Policy

This Policy, the Policy Schedule(s) and any riders or endorsements thereto signed by the Insurer and notified to the Policy Owner.

1.25 Policy Commencement Date

The date shown as such on your Policy Schedule.

1.26 Policy Owner

The entity stated in the Policy Schedule.

1.27 Policy Schedule

The schedule(s) issued with this Policy and updated from time to time.

1.28 Premium Rates

Table of premium rates set out within appendix 3 of the Master Policy Document.

1.29 Renewal Date

The day after the expiry date as shown on the Master Policy Document held by NZALPA.

1.30 Risk Commencement Date

The date the Insurer first accepts the risk in respect of an Eligible Member following receipt of their application and any required Evidence of Insurability, and their cover as an Insured Member commences under this Policy.

2. General Conditions.

2.1 Eligibility

- a. Within the specified entry period(s) as set out in the Policy Schedule, or as otherwise agreed, the Policy Owner shall provide to the Insurer the completed applications in the form prescribed by us for all individuals applying for insurance under the Policy.
- b. Provided the Minimum Policy Terms are satisfied, those individuals shall be eligible for cover under the Policy from the date that they first satisfy the Eligible Member definition (on or after the Policy Commencement Date), or at some other time the Insurer agrees to in writing.
- c. The Minimum Policy Terms are as follows:
 - i. suitable eligibility conditions for membership of the group to be insured are clearly specified;
 - ii. Amount Insured for each Eligible Member is established using a consistent and acceptable basis;



- d. There may be different categories of Insured Members under this Policy. If there is more than one category of Insured Member under this Policy, the Eligibility Criteria, Entry Acceptance Limits, 'Benefit Formula' and any additional terms of cover, may vary depending on the particular category and if so, will be noted in the Policy Schedule.
- e. The Policy Owner shall supply the Insurer with any information required in relation to each Eligible Member that the Insurer may require for the purposes of this Policy, including as set out under General Condition 2.9.

2.2 Entry Acceptance

- a. An Eligible Member will become an Insured Member from their Risk Commencement Date for an Amount Insured not exceeding the Entry Acceptance Limit provided the person complies with the terms on which the Insurer offers entry acceptance.
- b. Entry Acceptance

Unless otherwise stated, entry acceptance is subject to the following conditions:

 - i. satisfactory evidence is provided to the Insurer that Eligibility Criteria conditions are met by the Eligible Member at their Risk Commencement Date; and
 - ii. any other terms relating to the provision of an Entry Acceptance Limit set out in the Policy Schedule.
- c. the Insurer reserves the right to change the entry acceptance conditions or limits at any time.
- d. Where there is:
 - i. no Entry Acceptance Limit; or
 - ii. a proposed Amount Insured which either exceeds the Entry Acceptance Limit or is in respect of a person who does not comply with the terms upon which entry acceptance is offered, cover is subject to consideration by the Insurer of such Evidence of Insurability as may be requested. Any such cover will commence upon the Insurer's acceptance of the risk. The Insurer reserves the right to decline any such application.
- e. The Insurer shall notify the Policy Owner of the terms (if any) on which it will grant cover to an Eligible Member.

2.3 Premium – When Payable

Premiums in respect of an Insured Member are payable to the Insurer, in the manner agreed to by the Insurer, with the first premium due within thirty (30) days of their Risk Commencement Date and thereafter as set out in the Policy Schedule.

If the premium for an Insured Member (other than the first premium) are not paid within thirty (30) days from the date they fall due (Days of Grace), the Insurer will give the Policy Owner notice of intention to lapse the Policy or the cover in respect of the Insured Member (as applicable), and cover will cease from the premium due date.

2.4 Premium – How Calculated

Insured Member's current Amount Insured, multiplied by the Premium Rates applicable to the Insured Member's age, and occupation.

2.5 Premium – Misstatement of Age

If the date of birth of an Insured Member has been incorrectly recorded, then the Insurer will adjust the cover and / or the premium for that Insured Member based on the correct age.



2.6 Premium Adjustments

At each Renewal Date, premium adjustments will be calculated in respect of exiting members, new entrants and changes in Insured Member details such as Salary and age during any Plan Year. The adjustment will be made according to the applicable Premium Rate.

2.7 Days of Grace

Thirty (30) Days of Grace shall be allowed for the payment of each premium and if a claim arises within that period, no Amount Insured shall become due hereunder in respect of such claim until the premium is paid.

2.8 Reinstatement

If the Policy or the cover for an Insured Member ceases to be in force due to non-payment of premium as described in General Condition 2.3, it may be reinstated with the Insurer's agreement. This is subject to the payment of all overdue premiums, and any Evidence of Insurability the Insurer may require.

Reinstatement is also possible if the Policy, or cover for any Insured Member, ceases for other reasons, provided the Insurer consents.

2.9 Annual Renewal

Within thirty (30) days (or as otherwise agreed by the Insurer) of the Renewal Date of each Plan Year, the Policy Owner must furnish the Insurer with all requested details relating to all Insured Members of the Plan, including persons who were Insured Members of the Plan at the last Renewal Date. Such information may include the name, occupation, gender, date of birth, hours of work per week, and location of each Insured Member and their Amount Insured. With respect to exiting Insured Members, information should include the date cover ceased.

2.10 Leave of Absence

If an Employee Member commences Leave of Absence, they and any related Spouse Member (if applicable) may continue to be covered under this Policy with the prior approval of the Insurer provided premiums in respect of the Insured Member(s) are paid in advance (or in conjunction with the regular payments under the Policy, as agreed by us). The Insurer may provide cover for up to twenty-four (24) months.

2.11 Risk Commencement

The Amount Insured for an Insured Member must be no more than the maximum shown in the Policy Schedule. The Insurer may also ask for Evidence of Insurability to check if the cover can be given. The cover will start on the Risk Commencement Date for that Insured Member.

2.12 Termination by the Insured Member

Cover under this Policy will terminate in respect of an Insured Member, if the Insured Member concerned gives the Insurer thirty (30) days' notice in writing that they intend to cease to participate in the plan. The termination will be effective 11:59pm New Zealand time on the date that premiums in respect of the Insured Member have been paid up to, or at some other date the Insurer agrees to in writing.

The policy will also terminate in respect of an Insured Member if a claim has been paid.

If you choose to cancel your coverage within fourteen (14) days from the Policy Commencement Date or Risk Commencement Date, whichever is the latter the Insurer will refund any premium paid in full, providing no claims have been initiated during the Cooling-Off Period. To cancel you must provide notice to Howden using the contact details provided in this Policy. This right is in addition to any other cancellation rights you may have under law.

2.13 Termination of Policy



The Insurer can cancel the Policy, if there is a valid reason to do so, including for example, but not limited to:

- a. any failure by the Insured Member to pay the premium; or
- b. a change in risk which means the Insurer can no longer provide the Insured Member with insurance cover; or
- c. non-cooperation or failure to supply any information or documentation the Insurer requests, such as details of a claim or Evidence of insurability;

by giving **the Insured** fourteen (14) days' notice in writing. Any return of premium due to the **Insured** will be calculated at a proportional daily rate depending on how long the **Policy** has been in force unless a claim has been made in which case the full annual premium is due.

2.14 **Effects of Termination**

With effect from the date of termination, no further premiums will be payable, except those that became due for the period up to and including the date of termination. All benefits of Insured Members will become nil, and no further payments will be paid except any payments which became due prior to the date of termination, or which will become due in respect of claims admitted or admissible in terms of this Policy prior to the date of termination.

2.15 **Refund of Overpaid Premiums**

If this Policy, or the cover in respect of an Insured Member, is terminated, the Insurer will refund a proportion of any premiums paid for the Plan Year period after the date of termination. Any refund under this condition will be calculated based on the membership data as at the date of termination and may include a premium adjustment for any membership changes that occurred between the previous Renewal Date and the termination date unless Insured Member has made a claim in which case the full annual premium is due.

2.16 **Termination of Membership**

- a. At the end of each month or as otherwise agreed, the Policy Owner shall give notice to the Insurer that a person has ceased to be an Insured Member and shall advise the date upon which that person ceased to be an Insured Member.
- b. The Life cover of an Insured Member shall terminate at 11:59pm New Zealand time on the earliest of:
 - i. the date the Employee Member is no longer Gainfully and Permanently Employed by the Employer for at least the 'Minimum Number of Hours' per week (for each and every normal working week) stated in the Policy Schedule; or
 - ii. the date the Insured Member ceases to meet the Eligibility Criteria; or
 - iii. the Insured Member attaining the Cessation Age; or
 - iv. the date the Employee Member leaves the service of the Employer, subject to any; or
 - v. the date premiums in respect of the Insured Member are in arrears; or
 - vi. the date the Insured Member commences active duty in the armed forces of any country or international organisation; or
 - vii. the date the Insured Member, Insurer or the Policy Owner terminates the cover under the Policy; or
 - viii. the date the Insured Member dies; or
 - ix. The date a Category A Member has resided outside of New Zealand for a period greater than 12 months, or any extended provided accepted under General Condition 2.25.
 - x. the date a Terminal Illness Benefit is paid; or



- xii. the Employee Member is on Leave of Absence for longer than the period of time that we have agreed to provide cover under General Condition 2.10, except where the reason why the Employee Member has not returned to work is because they have made a claim under this Policy, or is eligible to do so; or
- xiii. the date we terminate the Policy or the Insured Member's Life cover under General Condition 2.13; or
- xiii. the date the Spouse Member is no longer eligible for cover due to the associated Employee Member's cover terminating under i – xii above, or the Employer Member advising Us that the Spouse Member no longer satisfies the definition of being their Spouse.

2.17 Refusal of Cover due to Sanctions

- a. We shall not provide cover for any risk and / or pay any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would be in respect of a person who is the subject of any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions, laws or regulations of New Zealand, the European Union, United Kingdom or United States of America, or any of its states and / or any other applicable economic or trade sanction laws or regulations.
- b. This provision applies without limitation not only to the Policy Owner or holder, but to the Insured Member and any assignee, other third party, related party or beneficiary of the Policy.
- c. Should we determine that the above is applicable, we may at our sole discretion terminate the Policy or Life cover of an Insured Member as applicable with immediate effect.

2.18 Terrorism Exclusion

This policy does not cover death resulting directly or indirectly from any act of terrorism. For the purpose of this exclusion, an act of terrorism means an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

2.19 Alcohol and Drugs Exclusion

This policy does not cover death resulting directly or indirectly from the Insured Member being intoxicated by alcohol or drugs, except as prescribed by a registered qualified medical practitioner and taken in accordance with their instructions, where there is sufficient evidence to conclude that the use of alcohol or drugs contributed to the Eligible Member's death.

2.20 HIV/AIDS Exclusion

This policy does not cover death resulting directly or indirectly from human immunodeficiency virus (HIV) / acquired immune deficiency syndrome (AIDS).

2.21 Criminal or Intentional Actions

This policy does not cover death resulting directly or indirectly from the Insured Member's criminal activity, intentional actions, suicide (within thirteen (13) months after the Insured Member's Risk Commencement Date or the date of their last reinstatement) or self-inflicted injury or self-harm.

2.22 Nuclear Reaction, radiation or radioactive contamination Exclusion

This policy does not cover death resulting directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination.

2.23 War

This policy does not cover death resulting directly or indirectly from war, whether war be declared or not, hostilities or any act of war or civil war.



2.24 **Claims**

The Insurer will not make any payments under this policy to the extent that they have been prejudiced by any failure to comply with requirements set out below.

a. **Claims Notification**

The Policy Owner must tell us as soon as practicably possible about any incident or circumstance which they may need to make a claim under this policy.

b. **Making a claim**

If the Policy Owner needs to make a claim, they need to please contact us as soon as practicably possible.

In the event of a claim, payment of the Amount Insured is subject to Insurer being provided with such documents and information as it may need.

This will include:

- (a) Formal notification in writing
- (b) a certified copy of the Death Certificate of the Insured Member
- (c) Proof of the Insured Members age.

Every benefit payable hereunder shall be paid to the Policy Owner.

2.25 **Worldwide Cover**

If the Insurer agrees in writing, it will cover:

- a. a Category B, C or D member who is a permanent resident or citizen of New Zealand under this plan while he/she is employed overseas;
- b. a Category A member who is a permanent resident or citizen of New Zealand under this plan while he/she is employed overseas, subject to the following conditions:
 - i. Prior to transferring overseas, the Category A member must provide details in writing of the country they intended to reside in, the airline they intend to be flying with as well as the details of any other countries and cities they will be flying to and from (as available), including, but not limited to, frequency of flights and length of lay-over;
 - ii. Prior acceptance of cover must be obtained by the Insurer in writing if the overseas member is to regular fly to or from, or reside in a country rated "high degree of caution" or higher as per the Australian Department of Foreign Affairs and Trade website; and
 - iii. Worldwide cover will automatically cease at three years.
 - iv. No continuation option will be available for a person living outside New Zealand who remains outside of New Zealand after his/her membership is terminated, regardless of whether they are a permanent resident/citizen or not.

2.26 **Policy Amendment**

The Insurer reserves the right to amend from time to time the schedules, definitions and general conditions in this Policy upon giving three (3) months' notice in writing to the Policy Owner of its intention to do so.

2.27 **Taxes and Duties**

Where the Insurer is, or believes that it will become, liable for any tax or other duties levied by the Inland Revenue Department of New Zealand or any Government authority or body in connection with the Policy, the Insurer may reduce, vary or otherwise adjust any amounts (including but not limited

to premiums, charges and benefits) under the Policy in the manner and to the extent the Insurer determines to be appropriate to take account of the tax or impost.



2.28 **Terminal Illness Benefit**

If an Insured Member is diagnosed by a Medical Practitioner with a Terminal Illness—meaning they are expected to live for no more than 12 months despite all reasonable medical treatment—the Insurer may pay the Amount Insured. Once this payment is made, the cover for that Insured Member will end.

The Medical Practitioner must provide proof of the illness, treatment options, and the prognosis, confirming that the diagnosis meets the definition of a Terminal Illness.

Please note:

- The diagnosis must be made after the Policy has been in effect for at least six months.
- The diagnosis must be for a new illness, not one diagnosed or treated before that date.
- The benefit is only payable once per Insured Member and only if the diagnosis is made after the policy start date.

2.29 **Jurisdiction and Currency**

This Policy shall be deemed to be issued in New Zealand and governed by the laws of New Zealand and all monies payable in respect hereof whether by or to the Insurer shall be payable in New Zealand currency.



3 Schedule.

Policy Owner: NZALPA Group Insurances Trustee Company Ltd as owner of the New Zealand Air Line Pilots' Association Voluntary Life Plan (the **Plan** or the **Voluntary Plan**)

Employer: The organisation, company or entity that contracts or employs an Employee Member in their principal occupation within the aviation industry of New Zealand (together the **Employers**, each an **Employer**)

Eligibility Criteria: Individuals aged 16 years or over, who satisfy:

- a. the definition of Eligible Member,
- b. the Worldwide Cover conditions of this policy (if applicable), and the definition of a Category A, B, C, or D member as set out below at the Policy Commencement Date, or on the date of application - whichever is the later.

Where:

- an employee seeking to become a Category A or B member does not satisfy the Eligibility Criteria upon commencement of their employment, they will be deemed to first meet the Eligibility Criteria on the date that they obtain the necessary Civil Aviation Medical Certificate (if applicable) and/or the terms of their employment change to the extent that they then satisfy the Eligibility Criteria,
- an individual does not satisfy the definition of Spouse upon commencement of the applicable Category A, B or D member becoming an Insured Member, they will be deemed to first meet the Eligibility Criteria on the date that they first satisfy the definition of Spouse.

Category A Member: A financial member of the New Zealand Air Line Pilots' Associated Industrial Union of Workers Incorporated who:

- a) Holds a current Class 1 Civil Aviation Medical Certificate through either the Australian Government Civil Aviation Safety Authority and/or the Civil Aviation Authority of New Zealand; or Is an Air Traffic Controller who holds a current Class 3
- b) Civil Aviation Medical Certificate through the Civil Aviation Authority of New Zealand, and is Actively Employed at the Policy Commencement Date, or on the date of application, whichever is the later (Note: a Category A member shall be considered an Employee Member).

Where a Category A member's Class 1 or 3 Civil Aviation Medical Certificate is temporarily suspended or disqualified following a period of initial temporary suspension due to illness or injury, they will continue to be



eligible to retain their insurance as Category A member under this policy provided they obtain a Class 1 or 3 Civil Aviation Medical Certificate (or their existing certificate is reinstated) within 48 months of the date of their initial suspension or disqualification. If they are unable to obtain a Class 1 or 3 Civil Aviation Medical Certificate (or reinstatement of their existing certificate) before the expiry of the applicable 48 month period, they may continue to be eligible for insurance under this policy as a Category D member provided they meet the Category D eligibility criteria, and they notify the Policy Owner within 60 days of the applicable 48 month period expiring.

Category B Member: A financial member of the New Zealand Air Line Pilots' Associated Industrial Union of Workers Incorporated who:

- a) is Actively Employed as ATS Flight Information staff by the Airways Corporation of New Zealand; or
- b) is Actively Employed as a Simulator Flight Examiner or Simulator Flight Instructor by Air New Zealand Limited or Qantas Airways Limited or any of their subsidiaries, at the Policy Commencement Date, or on the date of application, whichever is the later (Note: A Category B member shall be considered an Employee Member).

Category C Member: The Spouse of a Category A, B or D Insured Member (Note: a Category C member shall be considered a Spouse Member).

Category D Member: An individual previously accepted as a Category A Insured Member whose Class 1 or 3 Civil Aviation Medical Certificate has been temporarily suspended or disqualified due to illness or injury, and who has been able to unable to obtain a Class 1 or 3 Civil Aviation Medical Certificate (or reinstatement of their existing certificate) before the expiry of the applicable 24-month period, provided:

- a) they are a financial member of the New Zealand Air Line Pilots' Associated Industrial Union of Workers Incorporated;
- b) they have notified the Policy Owner within 60 days of the applicable 48-month period referred to above expiring that they wish to retain their insurance under this policy as a Category D member; and
- c) has provided the Company with evidence to the Company's satisfaction that they meet the requirements of paragraph (a) above.



For clarity, a financial member of the New Zealand Air Line Pilots' Association means any member who meets the definition of a financial member as set out in the NZALPA Rules of the Association dated 08 January 2025, or as amended accordingly.

Benefits:

When payable:

In the event of the death of an Insured Member or an Insured Member being diagnosed with a Terminal Illness while insured hereunder.

Amount payable:

The Amount Insured as stated in the Evidence of Cover document

Maximum amount:

Category A, B and D Members. NZD 5,000,000.

Category C members NZD 1,000,000 or 100% of the sum insured taken up by the member. This is restricted to NZD 500,000 for Category C members who are aged 50 and over.

Where a Category A member's Class 1 or 3 Civil Aviation Medical Certificate is temporarily suspended or disqualified following a period of initial temporary suspension due to illness or injury, they will continue to be eligible to retain their insurance as Category A member under this policy provided they obtain a Class 1 or 3 Civil Aviation Medical Certificate (or their existing certificate is reinstated) within 48 months of the date of their initial suspension or disqualification. If they are unable to obtain a Class 1 or 3 Civil Aviation Medical Certificate (or reinstatement of their existing certificate) before the expiry of the applicable 48 month period, they may continue to be eligible for insurance under this policy as a Category D member provided they meet the Category D eligibility criteria, and they notify the Policy Owner within 60 days of the applicable 48 month period expiring.

Benefit Formula:

Category A, B members:

The amount of cover a member has applied and been accepted for by the Insurer, in increments of NZD 1,000, subject to a minimum of NZD 50,000 and a maximum of NZD 5,000,000

Category C member:

The amount of cover applied for and been accepted for by the insurer, in increments of NZD 1,000, subject to a minimum of NZD 50,000 and a maximum of NZD 1,000,000 or 100% of the sum insured. For lives age 50 and over, the maximum sum insured is NZD 500,000



Category D members:

The amount of cover a member has applied and been accepted for by the Insurer as a Category A Insured Member.

Maximum Age Limit: Sixty-nine (69) years

Cessation Age: Seventy (70) years

Entry Acceptance Limit: Available at the date of first application for members who meet the Category A Eligibility Criteria and who are aged 64 or less (members aged 65 or older are not eligible to an Entry Acceptance Limit).

Member must complete the Application Form. If coverage beyond the Entry Acceptance Limit is required, they must also complete a Personal Statement Form and any other relevant questionnaires required by the Insurer.

Category A members: NZD 1,000,000.

Category B, C & D members: Nil

**Eligibility for Entry
Acceptance:**

Category A members:

Eligible Members who comply with the terms on which the Insurer offers entry acceptance, as specified in General Condition 2.2, and who at the date of application:

1. hold a current Class 1 or 3 Civil Aviation Medical Certificate issued by the New Zealand Aviation Authority or Australian Civil Aviation Safety Authority;
2. do not have any medical condition of “aeromedical significance”, as that term is defined in New Zealand Civil Aviation Rule 67.3(a); and
3. satisfy the standards in paragraph (b) to (m) of New Zealand Civil Aviation Rule 67.103. and no other circumstances exist which mean that the member cannot satisfy the specified standards.

**Special Event
Increases:**

Category A members:

A Category A Insured Member can, within one of the specified annual window periods, apply to increase their death benefit amount and provided the following conditions are met, the Insurer may at its discretion accept the application without further medical evidence or underwriting requirements:

- i. Members who are aged forty-nine (49) years or less, may in the Special Events specified below, apply for an additional cover



amount provided their total death benefit does not exceed the Entry Acceptance Limit:

Special Events:

- Member has a child by birth or legal adoption; or
- Member buys a house and as a result takes out a new or increases an existing home loan through a recognised financial lender.
- ii. Members who are aged sixty-nine (69) or less, may apply for additional cover and provided the additional cover does not exceed NZD 300,000 and their total death benefit does not exceed the Entry Acceptance Limit.

Only one such increase will be accepted in any twelve (12) month period. Any applications for increased cover that exceeds the amounts allowed for above or the Entry Acceptance Limit will be subject to full underwriting.

Entry Window Periods: Within 30 days from the Policy Commencement Date

Premiums: The Insured Member must pay the premium specified in the Schedule in the manner and at the time stated, to the Policyholder (or its agent) 1.2. If the Insured Member doesn't pay the Premium within 30 days of the date it falls due, your cover may be terminated by the Insurers by giving 30 days' notice at the address specified in the Schedule.

Frequency of Premiums: Monthly

4 Service of suit.

Any summons notice or process to be served upon us may be served upon Lloyd's Underwriters' General Representative in New Zealand at:

Mr Scott Galloway

Lloyd's General Representative in New Zealand c/o Hazelton Law PO Box 5639

Wellington

New Zealand

Tel: +64 4 472 7582

Fax: +64 4 472 7571

Email: scott.galloway@hazelton.co.nz

who has authority to accept service and to enter an appearance on our behalf, and who is directed at the request of the insured (or Cover holder) to give a written undertaking to the insured (or Cover holder) that he will enter an appearance on insurer's behalf.

If a suit is instituted against any one of the insurers all insurers hereon will abide by the final decision of such Court or any competent Appellate Court.



5 Fair Processing Notice.

This Privacy Notice describes how AXA XL Underwriting Agencies Limited (on behalf of the underwriting members of Lloyd's Syndicates 2003 and 3002) (together, "we", or "us") collect and use the personal information of insureds, claimants and other parties ("you") when we are providing our insurance and reinsurance services.

The information provided to us, together with medical and any other information obtained from you or from other parties about you in connection with this policy, will be used by us for the purposes of determining your application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. We may be required by law to collect certain personal information about you, or as a consequence of any contractual relationship we have with you. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by us for these purposes with group companies and third-party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of your personal information. Because we operate as part of a global business, we may transfer your personal information outside the United Kingdom and/or the European Economic Area for these purposes.

You have certain rights regarding your personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of your personal information in a usable electronic format and to transmit it to a third party (right to portability).

If you have questions or concerns regarding the way in which your personal information has been used, please contact: dataprivacy@axaxl.com.

We are committed to working with you to obtain a fair resolution of any complaint or concern about privacy. If, however, you believe that we have not been able to assist with your complaint or concern, you have the right to make a complaint to the relevant Data Protection Authority.

For more information about how we process your personal information, please see our full privacy notice at: <https://axaxl.com/privacy-and-cookies>.

Brokers, Intermediaries, Partners, Employers and Other Third Parties

If you provide us with information about someone else, we will process their personal information in line with the above. Please ensure you provide them with this notice and encourage them to read it as it describes how we collect, use, share and secure personal information when we provide our services as an insurance and reinsurance business.

6 Regulatory Information.



a) **Syndicate 3002**

AXA XL Underwriting Agencies Limited is the managing agent of Syndicate 3002

AXA XL Underwriting Agencies Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 204848).

Registered Office 20 Gracechurch Street, London, EC3V 0BG, United Kingdom.

Registered in England Number 1815126

b) **XL Catlin Services SE**

XL Catlin Services SE acts as an agent of AXA XL Underwriting Agencies Limited in connection with this policy.

XL Catlin Services SE is a registered insurance intermediary authorized and regulated by the Central Bank of Ireland. Registered Office Wolfe Tone House, Wolfe Tone Street, Dublin 1, D01HP90, Ireland. Registered in Ireland Number 659610.

You can check this information on the Central Bank of Ireland's website at www.centralbank.ie which includes a register of all the firms they regulate.



7 About the Insurers.

Each insurer is liable only for the proportion of liability it has underwritten. Each insurer is not jointly liable for the portion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this policy.

The proportion of liability under this policy underwritten by each insurer (or in the case of a Lloyd's syndicate, the total of the proportions underwritten by all members of the syndicate taken together) is shown in the schedule.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract.

You can obtain further details of the syndicate numbers and the proportions of this insurance for which each of the Lloyd's Underwriters is liable by requesting them from us.

FAIR INSURANCE CODE

Lloyd's is a member of the Insurance Council of New Zealand and is committed to complying with the Council's Fair Insurance Code.

For further confirmation on the Code, please visit www.icnz.org.nz/individuals/about-the-code/

8 Complaints and Dispute Resolution Process.



We are dedicated to providing a high-quality service and we want to ensure that this is maintained at all times.

If you have any questions or concerns about the policy or the handling of a claim, please contact the broker through whom this policy was arranged.

If You wish to make a complaint you can do so at any time by referring the matter to:

Complaints Department
XL Catlin Services SE, UK Branch
20 Gracechurch Street
London
EC3V 0BG
United Kingdom
Phone: +44 (0)20 7743 8487
Email: axaxlukcomplaints@axaxl.com

XL Catlin Services SE acts on our behalf in the administration of complaints. We will acknowledge the complaint within five (5) business days. We will issue our response to the complaint within ten (10) business days.

If this does not resolve the matter or you are not satisfied with the way a complaint has been dealt with, you can write to:

Lloyd's General Representative in New Zealand Mr Scott Galloway c/- Hazelton Law
Level 29 Plimmer Towers
2-6 Gilmer Terrace
PO BOX 5639
Wellington 6145 New Zealand
Email: scott.galloway@hazelton.co.nz
Phone: +64 (04) 472 7582 or
Lloyd's c/o Lloyd's Australia Limited
Phone: +61 (04) 8298 0783
Email: ldrnz@lloyd's.com

The dispute will be acknowledged within five (5) wording days of receipt, and Lloyd's will send a final response within ten (10) business days.

If you remain dissatisfied after Lloyd's has considered the complaint, or you have not received a decision by the time XL Catlin Services SE and Lloyd's have taken two (2) months overall to consider the complaint, you can refer the complaint to the Insurance & Financial Services Ombudsman (IFSO):

Insurance & Financial Services Ombudsman Scheme
(IFSO) PO Box 10-845
Wellington 6143
New Zealand
Email: info@ifso.nz
Phone: 0800 888 202 or +64 4 499 7612



IFSO is an independent body that operates nationally in New Zealand and aims to resolve disputes between you and your insurer. Your dispute must be referred to IFSO within three (3) months of the date of our deadlock letter. Determinations made by IFSO are binding upon us.

Clients not eligible for referral to IFSO, may be eligible for referral to the Financial Ombudsman Service (UK). Such referral must occur within six (6) months of the final decision by the Complaints team at Lloyd's. Further details will be provided with their final decision to you.

9 Financial Services Compensation Scheme.



We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if we are unable to meet our obligations under this policy. If you are entitled to compensation under the Scheme, the level and extent of the compensation will depend on the nature of this policy. Further information about the Scheme is available from the Financial Services Compensation Scheme (PO Box 300, Mitcheldean, London, GL17 1DY) and on their website: www.fscs.org.uk.

Lloyd's is a specialist insurance market with the following Financial Strength Rating:

Financial Strength Rating

Lloyd's of London currently has an A+ (Strong) Stable Outlook financial strength rating as given by Standard and Poor's.

AAA (Extremely Strong)	BBB+ (Good)	B (Weak)
AA+ (Very Strong)	BBB (Good)	B- (Weak)
AA (Very Strong)	BBB- (Good)	CCC (Very Weak)
AA- (Very Strong)	BB+ (Marginal)	CC (Extremely Weak)
A+ (Strong)	BB (Marginal)	R (Regulatory Action)
A (Strong)	BB- (Marginal)	Not Rated
A- (Strong)	B+ (Weak)	

Lloyd's of London currently has an AA- (Very Strong) Negative Outlook financial strength rating as given by Fitch.

AAA (Exceptionally Strong)	BBB (Good)	CCC (Very Weak)
AA (Very Strong)	BB (Moderately Weak)	CC (Extremely Weak)
A (Strong)	B (Weak)	C (Distressed)

“+” or “-” may be appended to a rating to indicate the relative position of a rating within the rating category. Such suffixes are not added to ratings in the AAA category or to ratings below the B category.



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