

AMI Life

Accident Insurance

Policy wording

What you need to know about your policy

Please read your policy wording and schedule carefully to ensure it meets your needs. If there is any error please contact us immediately on **0800 100 208**.

The policy and schedule explain:

- Who is insured
- What is insured
- When the insurance begins and ends
- The amounts that can be claimed
- The conditions of the insurance
- What is not insured
- How to make a claim.

Please keep this policy wording and the schedule in a safe place, as you will find them useful in the event of a claim.

If you have any questions about your policy, please call **0800 100 208**, or write to:

The Administration Manager
AMI Accident Insurance
Private Bag 93524
Takapuna
Auckland 0740.

You have a 30 day free look period from the policy commencement date noted on the schedule, or five working days from receiving your policy documents, whichever is the later, to review your policy. If you decide during that time that the policy is not appropriate for you, you can cancel the policy and we will then refund any premiums you have paid. To cancel your policy, please write to the above address.

The insurance

Words and expressions in *italics* are defined in the Definitions section on page 4.

The *policy* is issued in response to an *application* having been completed and received by Sovereign Assurance Company Limited ("Sovereign" / "we" / "us" / "our"), the insurer. The *application* together with the *policy* and *schedule* forms this contract of insurance.

AMI Insurance Limited receives a commission in relation to the *policy*. It is not the insurer and does not guarantee Sovereign.

This *policy* does not entitle the *policy owner* to share in the profits of Sovereign. It has no surrender value or cash value if it is cancelled.

When the insurance cover begins

Insurance cover under the *policy* commences when we issue the *policy*. The date we issue the *policy* is recorded as the *policy commencement date* in the *schedule*.

Policy benefits

Subject to the terms of the *policy*, and unless otherwise stated, any benefit due will be paid to the *policy owner* or to the personal representatives of the *policy owner's* estate if the *policy owner* is deceased.

Accidental death

If the *insured person* suffers *accidental death* we will pay:

- (i) The *paid cover* benefit specified in the *schedule*, and
- (ii) Any free cover benefit (if applicable) if the *accidental injury* occurs on or before the *free cover end date*.

If *accidental injury* occurs after the *free cover end date* we will only pay any *paid cover* benefit that is in force at the date of the *accidental injury*.

Reduction of benefits

If the *insured person* is less than age 75 at the *policy commencement date*, but aged 75 or older at the date of the *accidental injury*, the sums insured specified in the *schedule* will be reduced by 50%.

Payment of a claim

Payment will be made as soon as we are satisfied with all the information which must be presented at the time of making a claim.

Once a benefit has been paid the *policy* will cease and no further benefits will be payable.

If you need to make a claim

To make a claim please telephone Sovereign on **0800 100 208** during normal business hours or write to:

Freepost Authority 228838
Sovereign Assurance
Private Bag 93524
Takapuna
Auckland 0740.

The *policy owner* or the personal representatives of the *policy owner's* estate, if the *policy owner* is deceased, must notify us in writing of a claim as soon as practicable after the *insured person's accidental death*. We will then advise what further information is required to process the claim. Usually that information will include:

- Proof of the age of the *insured person*;
- The *policy* wording;
- A full death certificate and a coroner's report if applicable;
- A grant of administration – probate, certificate of administration or letters of administration if the deceased was the sole *policy owner*.

We are under no obligation to consider a claim unless all of the information requested is provided.

If any *premium* for the *policy* is overdue at the time a claim is to be paid, we may deduct the overdue *premium* from any claim payment.

What is not covered

We will not pay a benefit if the *insured person* is less than 18 years of age or where the death or *accidental injury* arises either directly or indirectly from any of the following:

- Any illness or degenerative condition (except illness or disease directly resulting from medical or surgical treatment rendered necessary by an injury of the type included in the definition of *accidental injury*); or
- The consequences of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, terrorism, military or usurped power, or the active participation in riot or civil commotion; or
- The *insured person*:
 - Committing or attempting to commit suicide or a self-inflicted injury or illness; or
 - Engaging in or being part of any conduct that is criminal; or
 - Engaging in mountaineering, racing in any motor propelled conveyance, or participating in sport on a professional or semi-professional basis; or
 - Engaging in aerial activities other than as a fare paying passenger in an aircraft licensed to carry passengers on a recognised and regular airline.

Transfer of ownership

The *policy owner* may assign (transfer ownership of) the *policy* at any time by completing a Transfer of Ownership form, which can be obtained by writing to:

The Administration Manager
AMI Accident Insurance
Private Bag 93524
Takapuna
Auckland 0740.

You can transfer ownership to more than one person (the person must be at least 16 years of age) or a company. A trust cannot own the *policy*. To be valid, the assignment must be registered with us. No charge is payable.

Once ownership has been transferred, the new *policy owner* will be entitled to all benefits payable under the *policy*, and will also receive all communications regarding the *policy*, including *premium* notices.

Notices

When *you* or the *insured person* writes to us about the *policy*, the letter must be sent to:

The Administration Manager
AMI Accident Insurance
Private Bag 93524
Takapuna
Auckland 0740.

We will not be deemed to have received anything contained in a letter or notice *you* or the *insured person* sends unless we actually receive the letter or notice at the address stated above.

When we write to the *policy owner* about the *policy*, we will send the letter or notice to the address for the *policy owner* shown in the *schedule*, or a substitute address the *policy owner* gives us.

Multiple policies

The *insured person* can be covered under more than one AMI Accident Insurance policy provided the combined amount of benefits of all such policies is not more than \$400,000 (excluding any free cover benefits). In the event that the combined amount of benefits exceeds this limit, we will consider the *insured person* to be covered only under the policy or policies first issued under which the combined amount of benefits is not more than \$400,000. We will refund any *premium* paid for policies found to be void in this way.

Medical advice

After suffering an *accidental injury* likely to result in a claim under the *policy*, the *insured person* must seek medical advice from a registered medical practitioner as soon as possible. Failure to seek or follow advice will result in no benefit being payable.

Your premiums

To ensure *your policy* remains in force *you* must pay the *premium* on a regular basis as agreed with us. The initial *premium* is shown in the *schedule* and the first payment is due on the first *premium due date*.

The *premium* is payable monthly by direct debit from a bank account, monthly or annually by approved credit card (currently Visa or MasterCard) or debit card or annually by cheque, whichever has been nominated on the *application* and noted on the *schedule*.

For payments by cheque, the cheque must be drawn in favour of "Sovereign Assurance Company Limited" and crossed "not transferable" or "account payee only".

We will consider the *premium* not paid if a cheque or other form of payment is later dishonoured.

If *you* wish to change *your* method or frequency of payment at any time, *you* can do so by writing to:

The Administration Manager
AMI Accident Insurance
Private Bag 93524
Takapuna
Auckland 0740.

No *premium* is payable for free cover.

Your premium will adjust accordingly if the level of cover changes.

When the insurance cover ends

Paid cover will cease automatically on the occurrence of any of the following events:

- The *insured person's* death.
- If all AMI Accident Insurance policies are cancelled by us, for example because of law or tax changes affecting the product or the sale of the product, and/or the product becoming unprofitable. In that case, we will give *you* 90 days' written notice of termination at *your* last known address and will offer *you* the option of alternative cover.

Free cover (if applicable) will cease automatically on the earliest of the following events:

- The *insured person's* death.
- On the *free cover end date* specified in the *schedule*.

Where a *policy* covers two *insured persons*, if one *insured person* dies, the *policy* will continue for the remaining *insured person*, providing the *premium* continues to be paid.

Voluntary cancellation

The *policy owner* may cancel the *policy* at any time by writing to:

The Administration Manager
AMI Accident Insurance
Private Bag 93524
Takapuna
Auckland 0740.

If cancellation of the *policy* is requested within the free look period (see page 1), all *premiums* paid for the *policy* will be promptly refunded. Cancellation will take effect from the *policy commencement date* and the *policy* will be considered not to have commenced.

After the free look period, if *premiums* are paid weekly, fortnightly or monthly, cancellation will take effect from the next *premium due date* and no *premium* will be refunded.

After the free look period, if *premiums* are paid quarterly, half-yearly or annually, cancellation will take effect from the date the notice was received or the date specified by the *policy owner*, whichever is the later. *Premium* already paid for any period beyond the date of cancellation will be refunded to the *policy owner*.

From (and including) the effective date of cancellation no benefits will be payable under this *policy*.

Cancellation by Sovereign

We can cancel the *policy* and decline liability (and *premiums* will be retained by us) in respect of any claim made under the *policy* if *you*, or anyone acting on *your* behalf makes a claim under the *policy* that is false or fraudulent in any respect. In the event that a claim is paid and it is subsequently established that the claim was false or fraudulent in any respect, all amounts paid in relation to the false or fraudulent claim must be repaid.

We can cancel the *policy* if a *premium* remains outstanding 31 days after the *premium due date*.

Reinstatement

If the *policy* has terminated due to non-payment of *premium* the *policy* may be reinstated at our complete discretion. Acceptance of *premium* by us after a *policy* has terminated shall not be construed as reinstatement unless we have confirmed in writing that the *policy* has been reinstated.

Mis-statement of age

If the *insured person's* age is found to be mis-stated on the *application*, cover and sums insured will be adjusted to that which would have applied had their age not been mis-stated.

Law changes affecting us or the policy

If changes in the law occur after the *policy commencement date* and we believe on reasonable grounds that those changes will affect:

- Our liability for tax; or
- The tax treatment of *premiums* payable or claims receivable; or
- The way in which the *policy* works or the amount of benefit payable,

then we can change the provisions of the *policy* or the benefits, but only to take into account the effect of the law change.

Geographical limits

The *insured person* is covered under the *policy* 24 hours a day, worldwide.

All payments we make under the *policy* will be made in New Zealand dollars.

Applicable law and jurisdiction

The laws of New Zealand shall govern the *policy* and any legal action involving cover under the *policy* must be conducted in New Zealand.

Statutory Fund

Your insurance policy is part of the "Sovereign Statutory Fund Number 1", effective 1 July 2013. This is a requirement under the Insurance (Prudential Supervision) Act 2010, for policy holder protection.

Complaints

Any complaints made to us must be made in writing. If you are not satisfied with the outcome of the complaint, you may have the right to refer the complaint to the Insurance and Financial Services Ombudsman.

You can obtain more information on the Ombudsman from the website www.ifso.nz

The Ombudsman's address and phone number are:

Insurance and Financial Services Ombudsman
PO Box 10845
Wellington 6143.
Phone: (04) 499 7612 or 0800 888 202.

Definitions

In the *policy*, words in *italics* have the following meanings:

<i>accidental death</i>	means death arising from <i>accidental injury</i> where the <i>accidental injury</i> is the sole cause of death. Death must occur within 365 days of the <i>accidental injury</i> .
<i>accidental injury</i>	means bodily injury which is: <ol style="list-style-type: none">Caused solely and directly by violent, accidental, external and visible means; andSustained after the <i>policy commencement date</i>. <p>Such injury will be assumed to have occurred if the <i>insured person's</i> body is still missing 365 days after their officially reported disappearance. The <i>policy owner</i> or the personal representatives of the <i>policy owner's</i> estate will be required to sign an undertaking that if this assumption is later proved to be incorrect, any benefit paid will be immediately refunded to us.</p>
<i>application</i>	means the application completed by the <i>insured person</i> and <i>policy owner</i> (who may be the same or different) indicating the type of cover that is required.
<i>free cover commencement date</i>	means the date specified in the <i>schedule</i> upon which any free cover provided under the <i>policy</i> starts.
<i>free cover end date</i>	means the date specified in the <i>schedule</i> upon which any free cover expires.
<i>insured person(s)</i>	means the person named in the <i>schedule</i> who is insured under the <i>policy</i> .
<i>paid cover</i>	means the cover specified in the <i>schedule</i> in addition to any free cover benefit.
<i>paid cover commencement date</i>	means the date specified in the <i>schedule</i> upon which any <i>paid cover</i> provided under the <i>policy</i> starts.
<i>policy</i>	means this contract of insurance.
<i>policy commencement date</i>	means the date any cover under the <i>policy</i> started.
<i>policy owner, you, your</i>	means the <i>insured person</i> or where the 'policy owner' section of the <i>application</i> is completed, the person named in that section.
<i>premium(s)</i>	means the amount specified in the <i>schedule</i> as payable to Sovereign.
<i>premium due date</i>	means the date specified in the <i>schedule</i> on which <i>premium</i> is payable.
<i>schedule</i>	means the schedule forming part of the <i>policy</i> and where the schedule has been replaced or amended, means the schedule as amended or replaced. The schedule replaces any Certificate of Free Cover that may have been issued to the <i>insured person</i> .