

Platinum Plus Level Term - Rural Key Person Cover

Your cover in detail.

1 INTRODUCTION

This Level Term Rural Key Person Cover provides **you** with a monthly payment to help towards keeping the farm running while an **insured person** is **totally disabled** or **partially disabled**.

The **schedule** will show which **insured person** this Level Term Rural Key Person Cover applies to and any additional options that may apply.

2 BUILT-IN BENEFITS

The following benefits are provided by this Level Term Rural Key Person Cover:

2.1 Total Disability Benefit

If the **insured person**:

- has been **totally disabled** or **partially disabled** for the **waiting period**; and
 - is **totally disabled** at the end of the **waiting period**,
- we** will pay **you** the **monthly benefit** less **other income** monthly in advance from the end of the **waiting period** until the earliest of:
- the **insured person** is no longer **totally disabled**, or
 - the **benefit period** ends, or
 - the cover ends (see section 7).

Any payment for a period of less than one month is calculated on a pro-rata basis.

2.2 Partial Disability Benefit

If the **insured person**:

- has been **totally disabled** or **partially disabled** for the **waiting period**; and
- is **partially disabled** either:
 - at the end of the **waiting period**, or
 - following a period of **total disability**,

we will pay **you** the Partial Disability Benefit monthly in arrears until the earliest of:

- the **insured person** is no longer **partially disabled**, or
- the **benefit period** ends, or
- the cover ends (see section 7).

Any payment for a period of less than one month is calculated on a pro-rata basis.

2.2.1 How much do we pay?

We will pay 50% x (**monthly benefit** less **other income**).

2.3. Family member's accommodation benefit

We will pay **you** this benefit when all of the following circumstances apply:

- (a) an **insured person** is **totally disabled** for longer than the **waiting period**; and
- (b) that **insured person** is confined for treatment more than 50 kilometres from **his** or **her** usual place of residence; and
- (c) an **immediate family member** needs to stay away from his or her usual place of residence to be near the **insured person**.

The maximum reimbursement for the **immediate family member's** accommodation is \$100 per night for a maximum of three months.

The benefit will be paid once only for the **insured person**.

2.4 Hospitalisation/Nursing Care Benefit

We will pay **you** the **monthly benefit** on a pro-rata basis for each full day an **insured person** is **totally disabled** in the **waiting period** and:

- (a) is under the care of a Registered Nurse (on the advice of a **medical practitioner**) visiting at least once a day; and
- (b) remains in or near a bed for a substantial part of each day; and
- (c) has received that nursing care for at least 72 hours.

We will pay this benefit for the lesser of:

- the **waiting period**, or
- 90 days.

Subsequent claims under this benefit during the same **waiting period** do not require condition (c) of this benefit to be satisfied again.

2.5 Rehabilitation and Retraining Benefit

Where the **insured person** is **totally disabled** for longer than the **waiting period** **we** may work with them to put a rehabilitation plan in place to help **he** or **she** return to paid work.

If the rehabilitation plan **we** agree to requires the **insured** person to participate in a rehabilitation, retraining or re-education program to assist **him** or **her** to return to paid work for a minimum of 20 hours per week, then **we** will reimburse the costs approved by **us** provided they are not reimbursed, or able to be reimbursed, from any other source.

The reimbursement will be 50% of the approved costs incurred each month, up to a maximum of 50% of the **monthly benefit**, upon proof that the **insured person** continues to fully participate in the program. The remaining 50% of costs, up to a maximum of 50% of the **monthly benefit**, will be reimbursed once the **insured person** has returned to paid work for a minimum of 20 hours per week.

The maximum amount **we** will pay for each sickness or injury is equal to 12 times the **monthly benefit**. If the **insured person** experiences a recurrence of that sickness or injury either under the Recurring Claim Benefit under section 2.8 or Benefit Period Reset under section 2.9, **we** will only reimburse expenses up to the remainder of the maximum period not previously paid. If the **insured person** experiences a new disablement, **we** may consider reimbursement of further rehabilitation and re-training costs.

2.6 Recovery Support Benefit

We will pay the costs, up to a maximum of six times the **monthly benefit**, of purchasing specialist equipment or completing home alterations which are reasonably necessary based on an external specialist assessment.

The costs under this Recovery Support Benefit include (but are not limited to) wheelchairs, artificial limbs, prosthetic devices, travel, and house and car modifications.

The Recovery Support Benefit will be reduced by any costs reimbursed from any other source.

The Recovery Support Benefit is paid in addition to the **monthly benefit**.

2.7 Relocation Benefit

If an **insured person**:

- (a) has been residing outside of New Zealand for more than three consecutive months; and
- (b) is **totally disabled** while outside of New Zealand; and
- (c) a **medical practitioner** advises that **he** or **she** is likely to remain **totally disabled** for at least three months,

we will reimburse **you** the lesser of:

- \$5,000; or
- the actual cost of a single standard economy airfare from **his** or **her** location to New Zealand by the most direct route, less any amounts reimbursable from other sources.

We will pay this Relocation Benefit once only for each **insured person** regardless of other covers which may include this Relocation Benefit. This benefit is paid in addition to the **monthly benefit**. **You** will need to provide **us** with the original invoice and receipt for payment before **we** pay a claim.

2.8 Recurring Claim Benefit

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

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

We will treat the recurrent claim as a continuation of the previous claim and these payments together with the payments made under the previous claim will be added together when applying the **benefit period**.

We will pay the Total Disability Benefit or Partial Disability Benefit from the date of the recurrence of the **total disability** or **partial disability** under the terms of section 2.1 or 2.2.

2.9 Benefit period reset

The **waiting period** and a new **benefit period** will apply where an **insured person**:

- (a) was no longer **totally disabled** or **partially disabled**, and
- (b) has returned to full time paid **farming** work performing all the important income producing duties without limitation for at least:
 - o 12 continuous months, where the full **benefit period** has not been used at the date of that recurrence, or
 - o six continuous months where the full **benefit period** has been used at the date of that recurrence, and
- (c) is not eligible for the Recurring Claim Benefit, and
- (d) becomes **totally disabled** or **partially disabled** because of a recurrence of the same or related injury or sickness for which **we** have previously paid a **total disability** or **partial disability** claim under this Level Term Rural Key Person Cover.

This **benefit period** reset does not apply to an **insured person** where the **insured person** is **totally disabled** or **partially disabled** as a result of a **mental disorder** or **back disorder** where the Mental & Back Disorder Limitation is shown in the **schedule** for that **insured person**.

2.10 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 30 days or more.

We will pay the Total Disability Benefit or Partial Disability Benefit from the date of that **total disability** or **partial disability** under the terms of section 2.1 or 2.2.

2.11 Replacement Cover

If within three months of stopping **farming** the **insured person** starts other full time work, **we** will on written request issue replacement cover without requiring health evidence. The replacement cover will have a waiting period no shorter than the **waiting period** and a benefit period no longer than the **benefit period**.

The maximum monthly benefit of the replacement cover will be the lesser of:

- (a) 75% of the average monthly income earned by the **insured person** from personal exertion, less business expenses but before personal deductions and income tax, in **his** or **her** new occupation; and
- (b) the **monthly benefit** under this Level Term Rural Key Person Cover at the time the **insured person** stopped **farming**.

2.12 Death Benefit

If the **insured person** dies while this cover is in place, **we** will pay an additional amount equal to three times the **monthly benefit** to **his** or **her** legal personal representative

2.13 Specified medical condition benefit

If the **insured person** suffers a specified medical condition as listed below and defined in section 8 Definitions, **we** will consider the **insured person** to be **totally disabled**.

Accidentally acquired HIV	Alzheimer's disease	Angioplasty – triple vessel
Aorta surgery	Aplastic anaemia	Benign brain tumour or benign spinal tumour
Cancer	Cardiomyopathy	Chronic kidney failure (renal failure)
Chronic liver failure	Chronic lung disease	Coma
Coronary artery bypass surgery	Creutzfeldt-Jakob Disease (CJD)	Dementia
Encephalitis	Heart attack	Heart valve surgery
Loss of independent existence	Loss of limb and eye	Loss of limbs
Loss of sight	Loss of speech	Major head trauma
Major organ transplant	Motor neurone disease	Multiple sclerosis
Muscular dystrophy	Out of hospital cardiac arrest	Paralysis
Parkinson's disease	Pneumonectomy	Primary pulmonary hypertension
Severe burns	Systemic sclerosis	Stroke
Total deafness		

We will pay the **monthly benefit** for six months following the **insured person** being diagnosed for the first time as having suffered from any of the above **conditions**, whether or not **he** or **she** is working. The benefit can be paid as a monthly benefit or a lump sum calculated by multiplying the **monthly benefit** by six.

The payment is instead of any other benefit under this cover. If the **insured person** is **totally disabled** or **partially disabled** at the end of the six months, any further benefits will be determined under sections 2.1 or 2.2. If the **insured person** dies before the end of the payment period, and **we** were paying the benefit as a monthly benefit, **we** will pay the remainder of the monthly payments in a lump sum.

Stand-down period

If the **conditions** stated below occurred or was diagnosed, or the signs or symptoms leading to diagnosis became apparent to the **insured person**, or would have become apparent to a reasonable person in the **insured person's** position, within three months of:

- the **date of commencement** or the date of reinstatement, then no benefit will ever be payable for that **condition** under this benefit or
- the date of any increase in the **monthly benefit**, (excluding increases due to the Indexation Option), then no benefit will ever be payable for that condition for that increase in **monthly benefit**.

The stand down applies to the following **conditions**:

- (a) **Cancer, heart attack, out of hospital cardiac arrest or stroke.**
- (b) **Angioplasty – triple vessel** if there was narrowing or blockage of one or more arteries.
- (c) **Coronary artery bypass surgery** if there existed disease of the arteries
- (d) **Aorta surgery** if there was narrowing, dissection or aneurysm of the abdominal or thoracic aorta.
- (e) **Heart valve surgery** if there was heart valve defects or abnormalities.

The **stand-down period** will not apply if an **insured person** had similar cover with **us** or another insurance company and this cover replaced that cover, up to the **monthly benefit** under the replaced cover, provided the previous cover had been in force for at least three months.

3 ADDITIONAL OPTIONS

3.1 Indexation Option

The **schedule** will show if this Indexation Option is included in this Level Term Rural Key Person Cover and which **insured person's** cover it applies to. How **we** apply the Indexation Option is set out in section 4 of the Policy Terms and Conditions.

The last increase under this Indexation Option for an **insured person** will be applied on the **policy anniversary** before **his** or **her** 65th birthday.

3.2 Claims Escalation Option

The **schedule** will show if this Claims Escalation Option is included in this Level Term Rural Key Person Cover and which **insured person's** cover it applies to.

If the **monthly benefit** is paid continuously for more than three months, **we** will increase the **monthly benefit** on each quarter of the date payment started, by a rate **we** determine based on the percentage increase of the consumer price index. The amount of the increase in the **monthly benefit** will be the quarterly equivalent of the annual rate of the increase in the consumer price index **we** determine.

3.3 Continuation Option

The **schedule** will show if this Continuation Option is included in this Level Term Rural Key Person Cover and which **insured person's** cover it applies to. How **we** apply this Continuation Option is set out in section 5 of the Policy Terms and Conditions.

This Continuation Option ends for an **insured person** on **his** or **her** 55th birthday.

3.4 Booster Benefit Option

The **schedule** will show if this Booster Benefit Option is included in this Level Term Rural Key Person Cover and which **insured person's** cover it applies to.

The following are included in this Booster Benefit Option:

3.4.1 Total Disability Booster

You may nominate a **peak season** before the **date of commencement**. **You** may change the **peak season** once a year within the three months before the **policy anniversary**. **You** may not change the **peak season** when the **insured person** is receiving a benefit or entitled to make a claim under this Level Term Rural Key Person Cover.

If **we** are paying **you** a Total Disability Benefit as set out in section 2.1, **we** will pay **you** an additional 25% of the **monthly benefit** during the **peak season**, or if **you** have not nominated a **peak season** the first three months **we** pay the Total Disability Benefit.

This Total Disability Booster is only payable during the first 12 months of any **total disability** claim and while the **insured person** is **totally disabled**.

This Disability Booster applies to a continuous period of **disability** for an injury or sickness and does not apply to any other benefit payments for that **insured person** under this Policy.

3.4.2 Partial Disability Booster

If **we** are paying **you** a Partial Disability Benefit as set out in section 2.2, **we** increase the amount **we** pay **you** for that **insured person** by 25%, until the earliest of the following:

- 12 months from the date **you** are entitled to the Partial Disability Booster payment for that injury or sickness, or
- **we** have paid the Partial Disability Booster for a total of 12 months for that injury or sickness, including any period **you** receive the Partial Disability Booster due to the **insured person** suffering a recurrence of that same or related injury or sickness, or
- that **insured person** is no longer **partially disabled**.

This Partial Disability Booster applies to a continuous period of **partial disability** for an injury or sickness under this Rural Key Person Cover and does not apply to any other benefit payments for that **insured person** under this Policy.

3.4.3 Specific Injury Booster

If an **insured person** suffers an injury listed below, **we** will pay the **monthly benefit** for the lesser of the payment period shown in the table below or the **benefit period**, whether or not **he** or **she** is working. This benefit is paid in advance from the date the **insured person** suffers the injury and is not subject to **other income**.

If an **insured person** suffers more than one listed injury, the injury that provides the longest payment period will be paid. The payment is instead of any other benefits under this cover.

If the **insured person** is **totally disabled** or **partially disabled** at the end of the payment period, any further benefits will be determined under sections 2.1 or 2.2. If the **insured person** dies before the end of the payment period, **we** will pay the remainder of the monthly payments in a lump sum.

Specific Injury means:	Payment Period
Fracture of skull, jaw	30 days
Fracture of forearm, collarbone	30 days
Fracture of wrist, hand (excluding fingers)	45 days
Fracture of upper arm, shoulder bone, elbow	60 days
Fracture of vertebrae	60 days
Fracture of kneecap	60 days
Fracture of ankle, heel	60 days
Fracture of leg below the knee (tibia or fibula)	60 days
Fracture of leg above the knee (femur), pelvis	90 days
Loss of thumb and index finger of the same hand	6 months
Loss of one foot or one hand or sight in one eye	12 months
Loss of one leg or arm	18 months
Loss of any combination of two of the following: a hand, a foot, sight in one eye	24 months
Loss of both feet or both hands or sight of both eyes	24 months
Paralysis (Diplegia, Hemiplegia, Paraplegia, Quadriplegia, Tetraplegia)	60 months

Fracture means the disruption in the continuity of bone, with or without displacement, as a result of an accident. The fracture must be shown by radiographic or scanning techniques and must be diagnosed by a **medical practitioner** within 30 days of the incident giving rise to the fracture. Fracture does not include:

- osteoporotic fractures; or
- an avulsion fracture; or
- a hairline fracture; or
- a stress fracture; or
- bone bruising.

Where loss means the total and permanent:

- Loss of the use of the hand from the wrist or the foot from the ankle joint; or
- Loss of the use of the arm from the elbow or leg from the knee joint; or
- Complete severance of the thumb and index finger from the metacarpophalangeal joint; or
- Irrecoverable total loss of an eye or the sight in the eye.

3.5 Mental & Back Disorder Limitation

The **schedule** will show if this Mental & Back Disorder Limitation is included in this Level Term Rural Key Person Cover and which **insured person's** cover it applies to.

If an **insured person** has this limitation and suffers from a **mental disorder** and/or a **back disorder**, **we** will pay benefits for a maximum period of 24 months regardless of the **benefit period**.

We will consider successive periods of **total disability** or **partial disability** due to the same or a related **mental disorder** and/or **back disorder** as an extension of the previous period of **total disability** or **partial disability**. **We** will reduce the maximum period under this clause by the length of time for which benefits have already been paid for the **insured person**.

This Mental & Back Disorder Limitation does not apply if the **insured person** is unable to perform at least two **activities of daily living** without the assistance of an adult.

4 CLAIMS

4.1 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** or **partially disabled**, **we** reserve the right to start benefits from the date of notification.

4.2 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** or **your** personal information in connection with the claim held by any other party.
- Authorise the disclosure of **his** or **her** or **your** 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 medical treatment, surgical treatment and rehabilitation plans.
- Undergo one or more medical examinations and attend any **specialist medical practitioner** or other appointments arranged by **us** at **our** expense if **we** reasonably request them for the purposes of assessing and managing **your** claim. This may include blood tests and medical testing.
- Co-operate with **us** in development and implementation of any rehabilitation plan.

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.

4.3 Payments

Benefits are paid monthly in arrears unless otherwise specified. Any payment for a period of less than one month is calculated on a pro-rata basis.

5 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 the **schedule**.

6 LIMITATIONS

6.1 Concurrent disability

For each **insured person you** can only claim for one **total disability** or **partial disability** under this Rural Key Person Cover at any one time.

6.2 No longer farming

If the **insured person** stops **farming** for a reason other than **total disability** or **partial disability**, **you** must notify **us** within three months and this Level Term Rural Key Person Cover will end three months from the date the **insured person** stopped **farming**. If **you** do not notify **us** within three months of the **insured person** stopping **farming** this Level Term Rural Key Person Cover will automatically end three months from the date the **insured person** stopped **farming**.

7 WHEN THIS COVER ENDS

This Level Term Rural Key Person cover ends for an **insured person** on the earliest of the date:

- (a) **you** cancel **his** or **her** Level Term Rural Key Person Cover, or
- (b) this Policy ends for any reason, or
- (c) **his** or **her** 65th birthday, or
- (d) **he** or **she** dies.

8 DEFINITIONS

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

8.1 General Definitions

Back disorder

Any disease, disorder or injury to the spine, its intervertebral discs, nerve roots, supporting musculature or ligaments, which is caused by any disease or is as a result of any accident.

Benefit period

The period shown in the **schedule** adjacent to Benefit Period.

Farming

Being actively engaged in raising crops or animals for commercial purposes.

Immediate family member

Spouse, de facto spouse, partner, son or daughter.

Mental disorder

A manifestation of any disorder classified in the Diagnostic and Statistical Manual of Mental Disorders published by the American Psychiatric Association that is most current on the date the **total disability** or **partial disability** began.

Mental Disorders include, but are not limited to, the following disorders or combination of disorders:

- anxiety, depression, behavioural disorder, psychoneurosis or psychosis
- stress, fatigue, exhaustion, chronic fatigue syndrome
- any psychiatric complication of physical disorders
- drug or alcohol abuse
- any other physical disorder related or attributable to stress or any other mental or nervous disorder.

New York Heart Association Classification of Cardiac Impairment

Class 1 – no limitation of physical activity, no symptoms with ordinary physical activity.

Class 2 – slight limitation of physical activity, symptoms occur with ordinary physical activity.

Class 3 – marked limitation of physical activity and comfortable at rest, symptoms occur with less than ordinary physical activity.

Class 4 – symptoms with any physical activity and may occur at rest, symptoms increased in severity with any physical activity.

Other income

Income an **insured person** receives or is entitled to receive during a period of **total disability** or **partial disability** from any

- other insurance policy covering the same risk, or
- government funded source (such as ACC payments or any benefit) or a statutory source.

It does not include a lump sum payment (unless it is a commutation of a periodic benefit), interest, dividends from investments, rent or other similar payments.

Partially disabled/partial disability

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

- under the regular and personal care of a **medical practitioner** who has provided them with written confirmation of the need to reduce **his** or **her** hours, and
- is unable to perform at least 25% of **his** or **her** pre-disability **farming** duties, or
- returns to work other than **farming** and earns less than 75% of the **monthly benefit**.

Peak season

The specific three month period **you** select.

Totally Disabled/Total disability

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

- unable to perform **his** or **her** normal **farming** duties; and
- not engaging in any occupation; and
- under the regular and personal care of a **medical practitioner**.

Waiting period

The period shown in the **schedule** that must have passed before a benefit can be paid under this Policy unless stated 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 need to reduce hours of work due to **partial disability**.

Whole person function

The evaluation of whole person function derived from the most recent edition of the American Medical Association's book Guides to the Evaluation of Permanent Impairment (Guides) as assessed by an appropriately qualified **medical practitioner**.

8.2 Specified medical conditions

Accidentally acquired HIV

Infection by the Human Immunodeficiency Virus (HIV), acquired only via blood transfusion or accidental means, with sero-conversion to HIV infection occurring within six months of the accident.

Any accident which may lead to a claim must be reported to **us** within thirty days of the incident. The report must be supported by a negative HIV antibody test within seven days of the incident.

Transmission via any form of sexual activity or deliberate injection of a drug not prescribed by a **medical practitioner** is excluded.

Alzheimer's disease

The confirmed diagnosis by a **specialist medical practitioner** of Alzheimer's disease with the permanent and irreversible loss of cognitive function. Loss of cognitive function is deterioration or loss of intellectual capacity which requires the need for daily supervision of another adult to ensure the **insured person's** safety. Daily supervision means situations such as preparing food, taking medicines, leaving the house or activities of similar severity.

The loss needs to be measured by clinical evidence and standardised tests which reliably measure the impairment in the following areas:

- Short or long term memory;
- Orientation as to person (such as personal identity), place (such as location), and time (such as day, date and year);
- Deductive or abstract reasoning.

Angioplasty – triple vessel

Undergoing a coronary artery angioplasty to correct narrowing or blockage of three or more coronary arteries within one or more procedures within a two month period.

Angiographic evidence indicating obstruction of the treated coronary arteries and confirmation from an appropriate **specialist medical practitioner** is required to confirm that the procedure is **medically necessary**.

Aorta surgery

Surgery, including minimally invasive surgery or percutaneous procedures, to correct any narrowing, dissection or aneurysm of the abdominal or thoracic aorta by repair or its replacement.

Aplastic anaemia

Bone marrow failure that results in anaemia, neutropenia and thrombocytopenia and requires treatment with at least one of the following:

- marrow stimulating agents
- immunosuppressive agents
- bone marrow transplant
- peripheral blood stem cell transplant
- blood product transfusions.

Benign brain tumour or benign spinal tumour

A non-cancerous tumour in the brain or spinal cord that gives rise to characteristic symptoms of intracranial pressure, such as papilloedema, mental symptoms, seizures and sensory impairment and results in:

- permanent neurological damage and functional impairment diagnosed by an appropriate **specialist medical practitioner**, or
- surgical treatment for its removal where this is considered the appropriate and medically necessary treatment.

A tumour in the pituitary gland will be covered if results in:

- permanent neurological damage and functional impairment diagnosed by an appropriate **specialist medical practitioner**, or
- requires a craniotomy to remove it.

Neurological damage and functional impairment include but are not limited to: memory loss, impaired speech, vision loss and paralysis on one side of the body.

The presence of the underlying tumour must be confirmed by imaging studies such as a CT or MRI scan.

Cysts, granulomas, malformations in or of the arteries or veins of the brain and haematomas are excluded.

Cancer

The confirmed presence of one or more invasive malignant tumours diagnosed by a **specialist medical practitioner** with supporting histological evidence of uncontrolled growth of malignant cells and invasion of normal tissue beyond the basement membrane. The term malignant tumour also includes leukaemia, sarcoma, malignant bone marrow disorders, and malignant lymphomas.

In addition to the above, only cancers meeting the following specified level of advancement for that cancer are covered:

- Hodgkin's and Non-Hodgkins lymphoma (all stages)
- Chronic Lymphocytic Leukaemia of Rai Stage 1 or higher
- Malignant melanomas meeting any of the following criteria:
 - at least Clark Level 3 depth of invasion; or
 - 1mm Breslow thickness or greater; or
 - showing evidence of ulceration
- Prostatic cancers meeting any of the following:
 - at least TNM classification T2; or
 - a Gleason score greater than or equal to 6; or
 - the entire prostate has been removed through a prostatectomy; or
 - **medically necessary** treatment by radiotherapy or chemotherapy has been performed.
- Papillary and follicular carcinoma of thyroid of at least TNM classification T2
- Squamous cell carcinomas of the skin where the carcinomas have spread to other organs, bones or lymph nodes
- Myeloid leukaemia
- Malignant brain tumours
- Other cancers not listed above of at least TNM classification T1.

This definition does not include the following:

- Tumours showing the malignant changes of carcinoma-in-situ (including cervical dysplasia CIN1, CIN2 and CIN3). Tumours histologically classified as pre-malignant or having low-malignant potential.
- All hyperkeratoses or basal cell carcinomas of the skin.

Cardiomyopathy

Impaired ventricular function of variable aetiology, resulting in physical impairments to the degree of at least class 3 of the **New York Heart Association Classification of Cardiac Impairment**.

Chronic kidney failure (renal failure)

End stage renal failure diagnosed by an appropriate **specialist medical practitioner** and presenting as chronic irreversible failure of both kidneys to function and resulting in regular renal dialysis being started.

Chronic liver failure

End stage liver failure diagnosed by an appropriate **specialist medical practitioner** based on any of the following symptoms: permanent jaundice, ascites and encephalopathy.

Chronic lung disease

End stage lung disease requiring permanent oxygen therapy and with:

- FEV₁ test results consistently less than one litre, or
- at least 25% permanent impairment of **whole person function**, or
- the permanent inability of the **insured person** to perform at least one of the **activities of daily living** without the assistance of an adult.

Coma

A state of unconsciousness with no reaction to external stimuli or internal needs, persisting continually with the use of a life support system for at least 72 hours.

Coma related to alcohol or drug abuse is excluded.

Coronary artery bypass surgery

Medically necessary coronary artery bypass graft surgery to correct coronary artery disease that is causing inadequate myocardial blood supply.

Angioplasty, intra-arterial procedures and other non-surgical techniques are excluded.

Creutzfeldt-Jakob disease (CJD)

The unequivocal diagnosis of CJD by a **specialist medical practitioner** with signs and symptoms of cerebellar dysfunction, severe progressive dementia, uncontrolled muscle spasm, tremor and athetosis resulting in the **insured person** requiring permanent and continual supervision for their safety.

Dementia

The confirmed diagnosis by a **specialist medical practitioner** of dementia with the permanent and irreversible loss of cognitive function. Loss of cognitive function is deterioration or loss of intellectual capacity which requires the need for daily supervision of another adult to ensure the **insured person's** safety. Daily supervision means situations such as preparing food, taking medicines, leaving the home or activities of similar severity.

The loss needs to be measured by clinical evidence and standardised tests which reliably measure the impairment in the following areas:

- Short or long term memory;
- Orientation as to person (such as personal identity), place (such as location), and time (such as day, date and year);
- Deductive or abstract reasoning.

Encephalitis

Severe inflammation of the brain diagnosed by a **specialist medical practitioner** as resulting in:

- significant and permanent neurological sequelae, or
- at least 25% permanent impairment of **whole person function**, or
- the permanent inability of the **insured person** to perform at least one of the **activities of daily living** without the assistance of an adult.

Heart attack

The death of a portion of heart muscle as a result of inadequate blood supply. The basis of diagnosis must be confirmed by an appropriate **specialist medical practitioner** and evidenced by a typical rise and/or fall of cardiac biomarkers (Troponin I, Troponin T or CK-MB) and must also be supported by one of the following changes consistent with a heart attack:

- New cardiac symptoms and signs; or
- Electrocardiogram (ECG) tests showing new significant changes; or
- Imaging evidence of new loss of viable myocardium or new regional wall motion abnormality.

If the above tests are inconclusive, **we** will consider other appropriate and medically recognised tests in support of the diagnosis.

The following are excluded:

- Other acute coronary and other non-coronary syndromes, including but not limited to angina pectoris, and
- A rise in biological markers as a result of an elective percutaneous procedure for coronary artery disease

Heart valve surgery

Surgery, including minimally invasive surgery or percutaneous procedures, to replace or repair a cardiac valve or valves as a consequence of heart valve defects or abnormalities.

Loss of independent existence

As a result of disease, sickness or injury, the **insured person** is permanently unable to perform at least two of the **activities of daily living** without the assistance of an adult.

Loss of limb and eye

The **insured person** suffers the total and permanent loss of the use of:

- one foot or one hand; and
- the sight in one eye.

The loss of the sight must be confirmed by an appropriate **specialist medical practitioner** and measured by one of the following:

- visual acuity of less than 6/60 in the affected eye after correction, or
- a field of vision constricted to 20 degrees of arc or less, or
- a combination of visual defects resulting in the same degree of visual impairment as that occurring in either of the above.

Loss of limbs

The **insured person** suffers the total and permanent loss of the use of either both feet, both hands or one foot and one hand.

Loss of sight in both eyes

The **insured person** suffers the permanent and irreversible loss of sight in both eyes.

The permanent and irreversible loss of sight must as confirmed by an appropriate **specialist medical practitioner** and measured by one of the following:

- visual acuity of less than 6/60 in both eyes after correction, or
- a field of vision constricted to 20 degrees of arc or less, or
- a combination of visual defects resulting in the same degree of visual impairment as that occurring in either of the above.

Loss of speech

The total and permanent loss of the ability to produce intelligible speech as a result of permanent damage to the larynx or its nerve supply, or to the speech centres of the brain, whether caused by injury, tumour or sickness.

Loss of speech due to psychological reasons is excluded.

Major head trauma

Permanent neurological deficit caused by an external accidental injury to the head which is confirmed by a **specialist medical practitioner** as resulting in either:

- at least 25% permanent impairment of **whole person function**, or
- the permanent inability to perform at least one of the **activities of daily living** without the assistance of an adult.

Major organ transplant

The actual transplant, or placement on an official waiting list of a Transplantation Society of Australia and New Zealand recognised transplant unit, of one or more of the following organs or tissues:

- kidney
- heart
- lung
- liver (including live donor liver transplants)
- pancreas
- small bowel
- bone marrow
- blood-forming stem cell transplant.

The transplant must be confirmed by an appropriate **specialist medical practitioner** as being medically necessary and treatable only by a transplant. The transplant of all other organs, parts of organs (except for liver transplant) or other tissue transplant is excluded.

Motor neurone disease

The unequivocal diagnosis of motor neurone disease by two appropriate **specialist medical practitioners**.

Multiple sclerosis

The unequivocal diagnosis by an appropriate **specialist medical practitioner** of multiple sclerosis confirming more than one episode of well-defined neurological abnormalities and:

- at least 25% permanent impairment of **whole person function**, or
- the permanent inability to perform at least one of the **activities of daily living** without the assistance of an adult, or
- Expanded Disability Status Scale (EDSS) level of 7.5 or higher.

The diagnosis must be based on confirmatory neurological investigations e.g. lumbar puncture, evoked visual responses, evoked auditory responses and NMR (Nuclear Magnetic Resonance) evidence of lesions of the central nervous system.

Muscular dystrophy

The unequivocal diagnosis of **muscular dystrophy** by an appropriate **specialist medical practitioner**.

Out of hospital cardiac arrest

A sudden unexpected stoppage of effective heart action which:

- is not associated with any medical procedure, and
- is documented by an electrocardiogram, and
- occurs outside a hospital, and
- is due to either cardiac asystole (complete failure of the heart causing cardiac arrest) or ventricular fibrillation (heart abnormality with ineffective twitching of the heart chambers).

Paralysis

The total and permanent loss of use of one or more limbs resulting from injury or disease. Limb means an entire arm or leg and included in this definition is monoplegia, diplegia, hemiplegia, paraplegia, quadriplegia and tetraplegia. The diagnosis must be confirmed by a **specialist medical practitioner**.

Parkinson's disease

The unequivocal diagnosis of Idiopathic **Parkinson's disease** by a **specialist medical practitioner**, causing:

- At least 25% permanent impairment of **whole person function**, or
- The permanent inability to perform at least one of the **activities of daily living** without the assistance of another adult

Pneumonectomy

The removal of an entire lung. This must be considered the **medically necessary** treatment by an appropriate **specialist medical practitioner**.

Primary pulmonary hypertension

Irreversible raised pressure in the pulmonary arteries with right ventricular enlargement established by investigations including cardiac catheterisation.

Severe burns

Tissue injury caused by thermal, electrical or chemical agents that results in third degree burns to at least:

- 20% of the Body Surface Area as measured by the Rule of 9's or the Lund and Browder Body Surface Chart, or
- 50% of both hands requiring surgical debridement and/or grafting, or
- 25% of the face requiring surgical debridement and/or grafting.

Stroke

A cerebrovascular incident including infarction of brain tissue, intracranial or subarachnoid haemorrhage, or embolisation from an intracranial source as evidenced by CT, MRI or similar scan.

Transient ischaemic attacks and cerebral symptoms due to migraine are excluded.

Systemic sclerosis

The unequivocal diagnosis of systemic sclerosis, as confirmed by an appropriate **specialist medical practitioner**, causing:

- skin thickening accompanied by various degrees of tissue fibrosis, and
- chronic inflammatory infiltration in visceral organs, and
- the permanent inability of the **insured person** to perform at least one of the **activities of daily living** without the assistance of an adult.

Total deafness in both ears

The total and irreversible loss of hearing both natural and assisted, in both ears as a result of sickness or injury as confirmed by a **specialist medical practitioner**.