



Policy Wording

LegalEdge Work Care



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Insuring Clause

If during the Period of Insurance a Worker suffers an Event, as defined herein the Company will, on receipt of satisfactory evidence of the Event, pay to the Insured the Benefit most appropriate in terms of the Schedule of Benefits, provided that the Company is satisfied that the Insured will without undue delay disburse such payment to the injured Worker or, in event of death, to the deceased Worker's estate.

Schedule of Benefits

	DEATH OR INJURY	BENEFIT
1.	Death	\$50,000 (100%)
2.	Death	Funeral Expenses (in addition to 1. above) - \$10,000
3.	Physical severance of: a) two hands and/or two feet; or b) one hand and one foot.	50% of 1. above
4.	Loss of all sight in both eyes.	50% of 1. above
5.	Physical severance of one hand or one foot	30% of 1. above
6.	Loss of all sight in one eye	30% of 1. above
7.	Severe injury which could reasonably be expected to result in permanent physical impairment	30% of 1. above
8.	Disablement from engaging in or attending to Work Duties for more than 14 days.	The difference between the Worker's Earnings and his/her entitlements under the Accident Compensation Act 2001 (ACC) up to a maximum Benefit of 30% of 1. above per Worker

Benefit Limitation

In respect of death or Injury to multiple Workers arising from the same Notifiable Event the Company will pay up to 10 times the Death Benefit over all Benefits and in the aggregate during the Period of Insurance, provided that the distribution of such payment(s) will be mutually agreed between the Company and the Insured.

Definitions

For words used in this Section the following Definitions will apply:

1. Act

means, as the context requires, any Act of the New Zealand Parliament or any amendment to, re-enactment, replacement or substitution of any such Act and any rules or regulations or other subordinate legislation made under such Act.

2. Benefit

means one or other of the Benefits stated in the Schedule of Benefits herein.

3. Earnings

means the rate of pay used to determine the Worker's ACC entitlement.

4. Event

means death or bodily injury suffered by any Worker(s) in the course of his/her/their Work Duties as herein defined as a result of a Notifiable Event in terms of Section 25 of the Health and Safety at Work Act 2015 (or the section's equivalent, if replaced), which:

- (a) has been reported to, and is subject to investigation, by WorkSafe New Zealand; and
- (b) has been accepted by the Company as a claim under Section 3 - Statutory Liability.

5. Funeral Expenses

means the reasonable costs of a funeral within New Zealand including the direct travel costs to attend the funeral incurred by either or all of the deceased Worker's father, mother, brother(s), sister(s), spouse or children.

6. Insured

means the company, trust or other entity named in the Policy Schedule and any Subsidiary Company.

7. Notifiable Event

means as defined in Section 25 of the Health and Safety at Work Act 2015 (or the section's equivalent, if replaced).

8. Period of Insurance

means the period stated in the Policy Schedule.

9. Policy Schedule

means the current Schedule attaching to this Policy duly signed by an authorised officer of the Company.

10. Work Duties

means the Worker's usual work duties on behalf of the Insured.

11. Worker

means:

- (a) an employee; or
 - (b) a contractor or sub-contractor; or
 - (c) an employee of a contractor or sub-contractor; or
 - (d) an employee of a labour hire company; or
 - (e) an outworker (including a homemaker); or
 - (f) an apprentice or a trainee; or
 - (g) a person gaining work experience or undertaking a work trial; or
 - (h) a volunteer worker;
- whilst engaged in Work Duties as herein defined.

Condition

1. Cancellation

The Insured may cancel this Policy at any time by giving written notice to their broker or the Company.

The Company may cancel the Policy at any time by giving written notice to the Insured or their broker. Cancellation will take effect at 4pm on the 30th day after the date of the notice.

All notices to be given to or by the Company may be delivered personally, posted or e-mailed to the last known contact address of the relevant party.

The Company will refund any unexpired premium, on a pro-rata basis.

