

# **Insuring Clause**

Where this Section is included in the Policy Schedule and a Limit is stated then if during the Period of Insurance an Employee suffers an Event, as defined 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 Employee or, in event of death, to the deceased Employee's estate.

#### **Schedule of Benefits**

	DEATH OR INJURY	BENEFIT
1.	Death	100%
2.	Death	Funeral Expenses (in addition to 1. above) up to 20%
3.	Physical severance of:	50%
	a) two hands and/or two feet; or	
	b) one hand and one foot.	
4.	Loss of all sight in both eyes.	50%
5.	Physical severance of one hand or one foot	30%
6.	Loss of all sight in one eye	30%
7.	Severe injury which could reasonably be expected to result in permanent physical impairment	30%
8.	Disablement from engaging in or attending to Work Duties for more than 14 days.	The difference between the Employee's Earnings and his/her entitlements under the Accident Compensation Act 2001 (ACC) up to a maximum Benefit of 30% per Employee

## **Benefit Limitation**

In respect of death or Injury to multiple Employees arising from the same Notifiable Event the Company will pay no more than twice the Death Benefit in total over all Benefits, provided that the distribution of such payment will be mutually agreed between the Company and the Insured.

#### **Definitions**

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

## 1. Benefit

means the percentage (%) proportion of the Limit stated in the Policy Schedule

## 2. Employee

means a direct employee of the Insured under a contract of employment. It does not include workers otherwise engaged nor contractors or sub-contractors.

#### 3. Earnings

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

#### 4. Event

means death or bodily injury suffered by any Employee(s) in the course of his/her/their employment with the Insured as a result of a Notifiable Event in terms of Section 25 of the Health and Safety at Work Act 2015, 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 of this Policy.

## 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 Employee's father, mother, brother(s), sister(s), spouse or children.

#### 6. Notifiable Event

means as defined in Section 25 of the Health and Safety at Work Act 2015.

## 7. Work Duties

means the Employee's usual work duties with the Insured or any other paid employment with the Insured or otherwise.