

Issued by Lloyd's Coverholder:

# Firefighters New Zealand Protect Injury & Sickness Schedule

ATC Insurance Solutions Pty Ltd

Contract Number:	B0621P33128223	
Policy Number:	ATCISVE0700	
Insured:	New Zealand Professional Firefighters' Union	
Address:	Jackson Street & Sydney Street, Petone, Lower Hutt 5012, New Zealand	
Covered Persons:	Subscribing employees of Fire and Emergency New Zealand	
Insurers:	Certain Underwriters at Lloyd's	
Policy Period:	From: 21 <sup>st</sup> June 2023 at 4pm To: 1 <sup>st</sup> July 2024 at 4pm	
	Cover period for Covered Persons is as described in Covered Persons definition in Policy Form.	
Territorial Limits:	Worldwide	
Policy Form:	Protect Injury & Sickness Policy Wording (Firefighters New Zealand) WRD142v1	
Waiting Period:		
Sections A and B:	14 days	
Top-Up Benefits:	7 days for Statutory Benefits	
Maximum Benefit Period:		
Sections A and B:	104 weeks unless stated otherwise in the Policy	
Top-Up Benefits:	104 weeks for Statutory Benefits unless stated otherwise in the Policy	

## **BENEFITS PAYABLE**

The following benefits shall be payable in respect of each Insured Event subject to the terms and conditions of this Policy (all amounts are in New Zealand dollars):

## Sections A and B: Weekly Benefits (including Top-Up Benefits)

Insured Event:

1 & 3 Total Disablement – Injury or Sickness 100% of Income up to a maximum of \$3,000 per week

2 & 4 Partial Disablement – Injury or Sickness The Total Disablement benefit adjusted as described in this Policy at Insured Event 2 or 4.

## Section C: Death Benefit (Injury only)

If a Covered Person would be entitled to claim for a benefit under more than one of the Insured Events listed in this Section arising out of the same Injury, We will only pay a benefit for one Insured Event, which will be the highest applicable.

Insure	ed Event	Benefit payable
5.	Death of a Covered Person (but excluding death as a result of an Injury while carrying out the usual occupation with the Employer).	\$100,000 for a Covered Person with or without Dependants
6.	Death of a Covered Person as a result of an Injury while carrying out the usual occupation with the	\$400,000 for a Covered Person with Dependants.
Employer.		\$200,000 for a Covered Person with no Dependants.

# Section D: Capital Benefits (Injury only)

If a Covered Person would be entitled to claim for a benefit under more than one of the Insured Events listed in this Section arising out of the same Injury, We will only pay a benefit for one Insured Event, which will be the highest applicable.

Insure	ed Event	Benefit payable
7.	Total And Permanent Disablement	\$87,500
8.	Total And Permanent Disablement as a result of an Accident while carrying out the usual occupation with the Employer and for which an ACC entitlement has been paid for 24 consecutive months	\$87,500
9.	Permanent paraplegia	\$87,500
10.	Permanent quadriplegia	\$87,500
11.	Permanent paraplegia as a result of an Accident while carrying out the usual occupation with the Employer and for which an ACC entitlement has been paid	\$400,000

Insured Event		Benefit payable
12.	Permanent quadriplegia as a result of an Accident while carrying out the usual occupation with the Employer and for which an ACC entitlement has been paid	\$400,000
13.	Permanent total loss of or loss of use of sight of both eyes	\$87,500
14.	Permanent total loss of or loss of use of sight of one eye	\$87,500
15.	Permanent total loss of or loss of use of Two Limbs	\$87,500
16.	Permanent total loss of or loss of use of One Limb	\$87,500
17.	Permanent and incurable insanity	\$87,500
18.	Permanent total loss of hearing in both ears	\$70,000
19.	Permanent total loss of hearing in one ear	\$17,500
20.	Permanent total loss of or loss of use of four fingers and a thumb (either hand)	\$65,625
21.	Permanent total loss of or loss of use of the lens of both eyes	\$87,500
22.	Permanent total loss of or loss of use of the lens of one eye	\$52,500
23.	Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body	\$43,750
24.	Permanent total loss of or loss of use of four fingers of either hand	\$35,000
25.	Permanent total loss of or loss of use of one thumb both joints (either hand)	\$26,250
26.	Permanent total loss of or loss of use of one thumb one joint (either hand)	\$13,125
27.	Permanent total loss of or loss of use of fingers of either hand three joints	\$8,750
28.	Permanent total loss of or loss of use of fingers of either hand two joints	\$6,575
29.	Permanent total loss of or loss of use of fingers of either hand one joint	\$4,375
30.	Permanent total loss of or loss of use of toes of either foot – all, one foot	\$13,125
31.	Permanent total loss of or loss of use of toes of either foot – big, both joints	\$4,375
32.	Permanent total loss of or loss of use of toes of either foot – big, one joint	\$2,625
33.	Permanent total loss of or loss of use of toes of either foot – other than big, each toe	\$875
34.	Fractured leg or patella with established non union	\$8,750
35.	Permanent shortening of leg by at least 5 cm	\$6,575

# Section E: Capital Benefits - Broken Bones (Injury only)

If a Covered Person would be entitled to claim for a benefit under more than one of the Insured Events listed in this Section arising out of the same Injury, We will only pay a benefit for one Insured Event, which will be the highest applicable.

Insured Event		Benefit payable
36.	Neck, skull or spine	\$9,500
37.	Neck, skull or spine (hairline fracture only)	\$2,970
38.	Pelvis	\$7,400
39.	Ankle or knee	\$4,750
40.	Ankle or knee (hairline fracture only)	\$4,750
41.	Cheekbone	\$2,970
42.	Shoulder blade	\$4,750
43.	Hip	\$7,400
44.	Arm, elbow or wrist	\$2,375
45.	Upper or lower leg	\$4,750
46.	Upper or lower leg (hairline fracture only)	\$1,900
47.	Jaw	\$4,750
48.	Nose	\$1,900
49.	Collarbone	\$2,970
50.	Rib	\$1,900
51.	Hand or foot (excluding Fingers and Toes)	\$2,375
52.	Finger	\$1,900

A Capital Benefit shall not be payable under this Section for a bone that was broken or fractured as a result of Amateur Sport or Extreme Sport/Activity or as a result of an Off Road Motorcycling Accident.

Section F: Capital Benefits - Dental Damage (Injury only)

Insure	ed Event:	Benefit payable
53.	Fractured or broken tooth, per tooth	\$1,100
54.	Loss of tooth, per tooth (excluding a Front Tooth)	\$1,100
55.	Chipping of tooth, per tooth	\$600
56.	Loss of filling, per filling	\$600
57.	Loss of Front Tooth, per tooth	\$1,500

Cover is subject to a maximum payment of \$4,500 per Injury and is limited to four Accidents per Family during the Policy Period.

For the purpose of this Section, a reference to a "tooth" includes a prosthetic tooth. However, the maximum benefit payable with respect to damaged dentures, dental bridges, and dental plates is \$1,500 per Accident.

**THE UNDERWRITER:** Certain Underwriters at Lloyd's

This Schedule and Endorsements and Policy Wording shall be read together as one Contract. Marginal notes and Headings are used for identification and do not form part of the Policy Wording.



## **TAX INVOICE**

This document becomes a Tax Invoice for GST when payment is made. Where your broker issues you a Tax Invoice, which included an amount for this supply of insurance, your payment is made against the broker's invoice and this document does not become a Tax Invoice.

If you are registered for GST purposes, your input tax credit entitlement is or is based on the GST amount shown above.

Please note that in accordance with the GST law relating to insurance premiums the GST amount may be less than 3/23<sup>rd</sup> of the total amount payable.

## **OUR CONTRACT WITH YOU**

The terms of cover are contained in this Policy, the Schedule and any attachments to the Schedule.

You should keep all of the Policy documents in a safe place.

## YOUR DUTY OF DISCLOSURE

Before You enter into a Policy with Us, You have a duty to tell Us anything You know, or could reasonably be expected to know, may affect Our decision whether to insure You and on what terms. Anything You tell Us should be correct, complete and up to date.

This duty applies until We agree to insure You.

You have the same duty before You renew, extend, vary or reinstate an insurance contract.

## You don't need to tell Us anything that:

- reduces Our risk,
- is common knowledge,
- We know or should know as an insurer, or
- We tell You We don't need to know.

## If You do not tell Us something

If You fail to comply, We may cancel Your Policy and/or reduce the amount We pay for a claim. If fraud is involved We may avoid the Policy from the beginning.

#### **CANCELLATION**

You may cancel Your Policy at any time by writing to Us at Level 4, 451 Little Bourke Street, Melbourne, VIC 3000, Australia or by email at info@atcis.com.au and advising Us that You wish to cancel Your Policy. The cancellation will take effect from the date We receive such notice in writing. For further information regarding cancellation you may wish to call ATC on +61 (3) 9258 1777.

We may cancel Your Policy if You fail to meet Your duty of disclosure to us, or fail to comply with Your Policy including failing to pay the premium, or You have made a fraudulent claim under Your Policy or any other insurance contract with Us or any other insurer. We will advise You in writing if the Policy is cancelled by Us.

Please refer to General Condition 3 on page 29 for more information.

#### **COMPLAINTS & DISPUTE RESOLUTION**

## Stage One

If You have any concerns or wish to make a complaint in relation to this policy, Our services or Your insurance claim, please let Us know and We will attempt to resolve Your concerns in accordance with Our Internal Dispute Resolution procedure. Please contact Us in the first instance:

ATC's Internal Dispute Resolution Officer
ATC Insurance Solutions
Email: info@atcis.com.au
Telephone: +61 (3) 9258 1777
Level 4, 451 Little Bourke Street, Melbourne VIC 3000, Australia

We will respond to Your complaint within 10 business days provided We have all necessary information and have completed any investigation required. Where further information, assessment or investigation is required, We will agree to reasonable alternative timeframes with You. You will also be kept informed of the progress of Your complaint.

## Stage Two

In the unlikely event that this does not resolve the matter or You are not satisfied with the way Your complaint has been dealt with, You should contact:

Lloyd's Underwriters' General Representative in New Zealand Mr Scott Galloway c/o Hazelton Law PO Box 5639 Wellington New Zealand Email: idrnz@lloyds.com Telephone: +64 4 472 7582

When You lodge Your dispute with Us, We will usually require the following information:

- Name, address and telephone number of the policyholder;
- Details of the policy concerned (policy and/or claim reference numbers, etc);

- Details of the insurance intermediary through whom the policy was obtained;
- Reasons why You are dissatisfied;
- Copies of any supporting documentation You believe may assist Us in addressing Your dispute appropriately.

Following receipt of Your complaint, You will be advised whether Your dispute will be handled by Lloyd's Australia or the Lloyd's Complaints team in the UK, or what other avenues are available to You:

- Where Your complaint is eligible for referral to the Insurance & Financial Services Ombudsman (IFSO), Your complaint will generally be reviewed by a person at Lloyd's Australia with appropriate authority to deal with Your dispute.
- Where Your complaint is not eligible for referral to the IFSO, Lloyd's Australia will refer Your complaint to the Lloyd's Complaints team in the UK if it falls within the jurisdiction of the UK Financial Ombudsman Service, who will review Your complaint and will liaise directly with You.
- For all other matters You will be advised of what other avenues may be available to You.

## **How Long Will the Stage Two Process Take?**

Your complaint will be acknowledged in writing within 5 business days of receipt, and You will be kept informed of the progress of Our review of Your complaint at least every 10 business days.

The length of time required to resolve a particular dispute will depend on the individual issues raised, however in most cases You will receive a full written response to your complaint within 10 business days of receipt, provided We have received all necessary information and have completed any investigation required.

If the matter cannot be resolved at stage two and/or it has been more than two months since the complaint was made, You will be advised of the reasons for this via a 'deadlock' letter and advised of your right to elevate the matter to IFSO.

## **External Dispute Resolution**

If Your complaint is not resolved in a manner satisfactory to You or We do not resolve Your complaint within two months of receiving it at Stage 1, You may refer the matter to IFSO.

IFSO can be contacted by post PO Box 10-845, Wellington, phone 0800 888 202 or +64 4 499 7612, email info@ifso.nz or via their website www.ifso.nz.

IFSO is an independent body that operates nationally in New Zealand and aims to resolve disputes between You and Us. Your dispute must be referred to IFSO within 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 6 months of the final decision by the Complaints team at Lloyd's. Further details will be provided with their final decision to You.

You can contact Lloyd's in the UK at:

Complaints Fidentia House Walter Burke Way Chathan Maritime Chatham Kent ME4 4RN

Email: Complaints@lloyds.com Telephone: +44 (0)20 7327 5693

The Underwriters accepting this Insurance agree that:

- (i) if a dispute arises under this Insurance, this Insurance will be subject to New Zealand law and the Underwriters will submit to the non-exclusive jurisdiction of any competent Court in New Zealand;
- (ii) any summons notice or process to be served upon the Underwriters may be served upon:

Lloyd's Underwriters' General Representative in New Zealand c/o Hazelton Law Level 29 Plimmer Towers 2-6 Gilmer Terrace Wellington, New Zealand

who has authority to accept service on the Underwriters' behalf;

(iii) if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

#### **PRIVACY**

In this Privacy statement "we", "us" and "our" means the Insurer and ATC acting under a binder as its agent and "you" or "your" means any individual whose personal information we collect for the purposes of the Policy.

We are bound by the requirements of the Privacy Act 2020, which set out standards on the collection, use, disclosure and handling of, and Your access to Your personal information.

Personal information is any information about an identifiable individual. See the Privacy Act for full details of what constitutes personal information.

Our Privacy Policy is available at www.atcis.com.au or you can contact us as follows:

ATC Insurance Solutions Pty Ltd Level 4, 451 Little Bourke Street Melbourne VIC 3000, Australia Telephone: +61 3 9258 1777

For more information about how Your insurer uses Your personal information please see their full privacy notice, which is available in the Privacy section of their website <a href="https://www.lloyds.com/">https://www.lloyds.com/</a> or in other formats on request.

We, and our agents, need to collect, use and disclose your personal information in order to consider your application for insurance and to provide the cover you have chosen, administer the insurance and assess any claim and to make special offers of other services and products provided by us or those we have an association with, that might be of interest to you. You can choose not to provide us with some of the details or all of your personal information, but this may affect our ability to provide the cover, administer the insurance or assess a claim.

We may disclose your personal information to third parties (and/or collect additional personal information about you from them) who assist us in providing the above services and some of these are likely to be overseas recipients, including in the United Kingdom. Who they are may change from time to time. You can contact us for details. In some cases we may not be able to take reasonable steps to ensure they do not breach the Privacy Act and they may not be subject to the same level of protection or obligations that are offered by the Act. By proceeding to acquire our services and products you agree that you cannot seek redress under the Act or against us (to the extent permitted by law) and may not be able to seek redress overseas.

These third parties, which include our related entities, distributors, agents, insurers, claims investigators, assessors, lawyers, medical practitioners and health workers, Lloyd's Regulatory Division and anyone either of us appoint to review and handle complaints or disputes, any other parties where permitted or required by law and government regulatory authorities will only use the personal information for the purposes we provided it to them for (unless otherwise required by law).

Information will be obtained from individuals directly where possible and practicable to do so. Sometimes it may be collected indirectly (e.g. from your representatives or co-insureds or through websites from data you input directly or through cookies and other web analytic tools). If you provide information for another person you represent to us that:

- you have the authority from them to do so and it is as if they provided it to us; and
- you have made them aware that you will or may provide their personal information to us, the types of third parties we may provide it to, the relevant purposes we and the third parties we disclose it to will use it for, and how they can access it.

If it is sensitive information we rely on you to have obtained their consent on these matters. If you have not done or will not do either of these things, you must tell us before you provide the relevant information.

By providing us with personal information, you and any person you provide personal information for, consent to these uses and these disclosures unless you tell us otherwise. If you wish to withdraw your consent, including for things such as receiving information on products and offers by us or persons we have an association with please contact ATC.

You are entitled to access your information and request correction if required. You may also opt out of receiving materials sent by us by contacting ATC on +61 (3) 9258 1777 or write to us at the address given on page 1.

You can also make a complaint to the Privacy Commissioner if you think your privacy rights have been interfered with on 0800 803 909 or via www.privacy.org.nz