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# Welcome

Thank you for choosing Autosure Loan Protection Insurance.

This is your Loan Protection Insurance policy wording, which outlines what you are covered for, the details of your policy, exclusions and the claims process.

The words 'you' or 'your' mean the person or persons named as 'insured person(s)' in your **policy schedule**. Only the policy owner(s) named in your **policy schedule** can cancel or alter your policy, unless they have provided us authority to deal with another person. The words 'we', 'us' or 'our' mean Autosure Insurance I imited.

If a word is shown in **bold** it has a specific meaning. We have included a list of these words and their meanings in the Definitions section at the end of this policy wording.

Please read this policy wording and your **policy schedule**, so you understand what you're covered for and what your responsibilities are. Your **policy schedule** takes priority if the information in this policy wording and your **policy schedule** is different.

## The Insurer

This insurance policy is underwritten by Autosure Insurance Limited. For more information and details on our Financial Strength Rating and Solvency Calculation go to www.autosure.co.nz.

## **Free Look Period**

If you're not happy with the cover provided by your policy, you can cancel it within 30 days of the start of your **period of insurance**, provided you have not made a claim under your policy. We'll refund any premiums you have paid.

# **Contact Us**

	General enquiries	Claims
Phone:	0800 267 873	0800 809 700
Email:	support@autosure.co.nz	loanclaims@autosure.co.nz
Business hours:	Our teams are available Monday to Friday between 8am and 5pm	
Address:	PO Box 33 1248, Takapuna, Auck	kland, 0740

Claima

Find out more: www.autosure.co.nz

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## **Customer Commitment**

We're committed to treating our customers with fairness, respect and dignity. This means that we'll:

- · act with integrity at all times;
- · provide high quality service;
- listen to our customers' concerns;
- be open and transparent in all of our dealings;
- take the time to answer any questions our customers have.

# **Complaints**

Our complaints process aims to address your concerns. We're committed to resolving all complaints quickly, respectfully and in good faith. If you have a complaint please let us know as soon as you can by following these steps:

 Contact us on 0800 267 873, email complaints@autosure.co.nz or complete our Customer Complaints Form on our website www.autosure.co.nz. We'll confirm receiving your complaint within five working days and let you know the contact details of the person handling your complaint. Once we have all the information we need, we'll respond to your complaint within 10 working days.

- If we're unable to resolve your matter to your satisfaction, at your request, we'll escalate your complaint for review to our internal Complaints Handling Officer. We'll keep you updated on progress at least once every 20 working days or agree another time frame with you. If we're unable to resolve your complaint within two months, we'll offer you a letter of deadlock to confirm you have come to the end of our internal complaints process.
- 3. If you are dissatisfied with the outcome reached by our internal complaints handling process, you may take your complaint to the Insurance and Financial Services Ombudsman (IFSO). The IFSO Scheme resolves complaints about insurance and financial services, and we'll follow any decision made by the IFSO. This is an independent scheme that's free of charge to you (find out more at www.ifso.nz). You can refer your complaint to the IFSO if:
  - you have a letter of deadlock from us (that is less than three months old); or
  - more than two months have passed since you first made your complaint and you no longer wish to work with us to resolve your complaint.

You can contact the IFSO at: The Insurance and Financial Services Ombudsman Phone: 0800 888 202 PO Box 10845, Wellington 6143 www.ifso.nz

# **About Your Policy**

Loan Protection Insurance (LPI) helps repay your loan obligations to your lender and provides reimbursement for selected extra costs, if you suffer an unforeseen insured event.

This document is the policy wording for your LPL cover

Your policy is a contract between you and us and is comprised of:

- · your online application or application form;
- any other disclosures made in relation to your application received by us;
- · your policy wording;
- · your current policy schedule; and
- any other document issued by us, which may vary or modify the above documents.

Please keep these documents safe and read them together.

You must read your policy in full and understand your benefits and the terms and conditions of your policy, including what your insurance covers and what it doesn't. If you don't understand something or if you have any questions, please contact us.

The details relating to you, your loan and your vehicle (if appropriate) are shown in your policy schedule. If any of these are incorrect in any way, including loan term, loan value, vehicle make, vehicle model or vehicle year, you may not qualify for the extent of cover you have selected. Check your policy schedule and tell us immediately if any details are incorrect or need updating.

# Your Responsibilities

You, and anyone acting on your behalf, have a legal duty to disclose to us all material facts that a prudent insurer would want to know in deciding:

- · whether to issue your policy;
- the applicable terms and conditions of your policy;
- · the amount of your premium;
- whether any alterations to your policy will be made; and/or
- whether your policy will respond to your claim.

All statements and answers made by you or on your behalf while applying for your policy, when making changes to your policy and in any claim must be true, correct and complete in every respect. If you or someone acting on your behalf makes a statement that is not true, correct and/or complete, then we may:

- · decline your claim either wholly or in part;
- recover from you some or all of any amount we have paid, if the amount would not have been paid had we been provided the true, correct and complete information;
- change the terms of your policy including, if needed, charge you an extra premium amount calculated as the amount that would have been charged had we been provided the true, correct and complete information; and/or
- void your policy from the start of your period of insurance (this means we treat your policy like your policy never existed) and avoid any liabilities or claims.

If you make a claim you must also tell us when your **insured event** comes to an end. If you fail to do so, then you will be liable to repay us for any payments, including the additional benefits, made after that date.

# **Policy Conditions**

## Cancellation of Your Policy

You can cancel your policy within 30 days of the start of your **period of insurance**, provided you have not made a claim under your policy. We'll refund any premiums you have paid.

After 30 days from the start of your **period of insurance**, you're entitled to end your policy at any time, by giving us 10 days' notice in writing by email or post. We'll refund your premium relating to the balance of your **period of insurance**, calculated on a Rule of 78 basis in line with the Credit Contracts and Consumer Finance Act 2003 (CCCFA).

We're entitled to end your policy at any time, by giving you 10 days' notice to your last known email or postal address we have on file. We'll refund your premium relating to the balance of your **period of insurance**, calculated on a Rule of 78 basis in line with the CCCFA.

If your policy is cancelled for any reason and your premium has been added to your **loan** amount, any refund of your premium will be made to your **lender**.

#### **Amounts**

All amounts stated in your policy are in New Zealand dollars and, where applicable, include Goods and Services Tax (GST).

For any additional benefit claim payment, where the payment is a reimbursement of costs, the amount we pay will be reduced by any costs reimbursed from any other source, including but not limited to other benefits from us.

## Statutory Fund

We're required under the Insurance (Prudential Supervision) Act 2010 to establish and maintain a statutory fund. The statutory fund relevant to your policy is the Autosure Insurance Statutory Fund.

## **Governing Law**

The Laws of New Zealand apply to your policy. Any proceedings relating to your policy must be brought and heard in New Zealand.

#### Privacy Act 2020

Your policy schedule contains personal information necessary for us to evaluate your application for insurance, to decide whether to issue insurance cover and if so on what terms. The information collected will be held by Autosure Insurance Limited, PO Box 33 1248, Takapuna 0740 and our agents. You have the right to request access to and correction of your personal information subject to the Privacy Act 2020. Please contact our privacy officer at privacy@autosure.co.nz to request access to or correction of your personal information.

You can find our full privacy policy at www.autosure.co.nz.

### Period of Cover

You're covered under your policy if an insured event occurs during your period of insurance. You can find your period of insurance in your policy schedule.

#### Worldwide Cover

During your **period of insurance,** you're covered under your policy 24 hours a day worldwide. However, you must tell us if you're away or you're expecting to be away from New Zealand for longer than six months, or if you work outside of New Zealand for any period. Depending on the circumstances, it may be necessary for us to apply special restrictions or conditions to your policy for the period you're outside New Zealand. If you fail to tell us, your policy may be voided or terminated without refund of any premiums paid or cover may be withheld for the period you're outside New Zealand.

## What You're Insured For

LPI helps repay your **loan** obligations to your **lender** and provides reimbursement for selected extra costs, if you suffer an unforeseen **insured event**.

LPI offers three different cover options – Severe Life Impact, Temporary Loss of Income and Shortfall. Some options may not be available depending on your employment status. The cover options that you have selected are shown in your **policy schedule**. The extent of your cover is limited to the cover options and additional benefits, shown in your **policy schedule** for an insured person, during your **period of insurance**.

# Severe Life Impact

Insured Event	Benefit	
<b>Death</b> If you pass away.	We'll pay your <b>loan</b> balance outstanding at the date of your death, including any early repayment adjustments, but excluding any <b>arrears</b> of more than 90 days and any eligible refund due under this policy.	
	Death will not be presumed by your disappearance, unless your body is still missing 12 months after the officially reported disappearance, sinking or wrecking of your transport.	
Terminal illness If you're diagnosed with a terminal illness.	We'll pay your <b>loan</b> balance outstanding at the date of your diagnosis, including any early repayment adjustments, but excluding any <b>arrears</b> of more than 90 days and any eligible refund due under this policy.	
Total and permanent disablement If you're diagnosed as totally and permanently disabled.	We'll pay your <b>loan</b> balance outstanding at the date of your diagnosis, including any early repayment adjustments but excluding any <b>arrears</b> of more than 90 days and any eligible refund due under this policy.	
Severe illness or injury  If you're diagnosed with blindness, deafness, severe cancer or as needing an organ transplant.	We'll pay your <b>loan</b> balance outstanding at the date of your diagnosis, including any early repayment adjustments, but excluding any <b>arrears</b> of more than 90 days and any eligible refund due under this policy.	
Bed confinement  If you're admitted to hospital or certified as needing to be confined to bed at home for more than three consecutive days.	<ul> <li>We'll pay your regular loan repayment, calculated on a daily basis, for each day of your confinement, until the earliest of:</li> <li>you're discharged from hospital or no longer certified as needing to be confined to bed;</li> <li>you've been hospitalised or confined to bed for 185 days; or</li> <li>the end of your period of insurance.</li> </ul>	

## Severe Life Impact Additional Benefits

These additional benefits will be paid to you or your estate if you suffer an **insured event** under Severe Life Impact and we accept a claim under your policy. The total maximum amount of all the Severe Life Impact additional benefits we'll pay is shown as Severe Life Impact additional benefits in your **policy schedule**.

Additional Benefit	Benefit
<b>Funeral cost</b> If you pass away.	We'll reimburse the costs of your funeral, up to a maximum of \$2,000.
Ambulance cost  If you're diagnosed with a terminal illness, as totally and permanently disabled, with blindness, deafness, severe cancer as needing an organ transplant or you are admitted to hospital.	We'll reimburse your costs of air or road ambulance to transfer you to hospital, required as a result of you suffering an <b>insured event</b> , up to a maximum of \$1,000.
Medical cost  If you're diagnosed with a terminal illness, as totally and permanently disabled, with blindness, deafness, severe cancer, as needing an organ transplant or you are admitted to hospital.	We'll reimburse your costs of chiropractors, counsellors, physiotherapists and <b>medical practitioner</b> consultations required as a result of you suffering an <b>insured event</b> , up to a maximum of \$1,000.

# Temporary Loss of Income

Insured Event	Benefit
Serious illness  If you're diagnosed as having cancer, undergoing coronary artery surgery or having suffered a heart attack or stroke.	We'll pay your <b>regular loan repayment</b> , from the day you're diagnosed, calculated on a <b>daily basis</b> , for 185 days, or until the end of your <b>period of insurance</b> , whichever comes first.  If, after the 185 days you're still <b>disabled</b> , we'll continue paying your <b>regular loan repayment</b> under the <b>disabled insured event</b> , subject to the conditions under that <b>insured event</b> .
Disabled  If you become disabled and remain unable to do your usual business or occupation for more than seven consecutive days.	<ul> <li>We'll pay your regular loan repayment, from the day you're diagnosed as disabled, calculated on a daily basis, until the earliest of:</li> <li>you confirm to us that you're no longer disabled;</li> <li>you're no longer certified as disabled by a medical practitioner or</li> <li>the end of your period of insurance.</li> </ul>
Family carer  If you become the carer of a family member for more than 28 consecutive days.	<ul> <li>We'll pay your regular loan repayment, from the day you become a carer, calculated on a daily basis, until the earliest of:</li> <li>you confirm to us that you're no longer a carer;</li> <li>your family member is no longer certified as needing a carer by a medical practitioner;</li> <li>you have been a carer for 185 days; or</li> <li>the end of your period of insurance.</li> <li>You're not covered for any claim under any family carer insured event if you have not been in full-time permanent employment in New Zealand for at least 90 consecutive days at the time you become the carer.</li> </ul>
Redundancy  If you're made redundant and remain redundant for more than 28 consecutive days.	<ul> <li>We'll pay your regular loan repayment, from the day of your redundancy, calculated on a daily basis, until the earliest of:</li> <li>you return to employment on terms substantially similar to those you were on prior to your redundancy;</li> <li>you have been redundant for 365 days; or</li> <li>the end of your period of insurance.</li> <li>You're not covered for any claim under any redundancy insured event:</li> <li>if at the time of your redundancy you had not been actively engaged in full-time permanent employment for a minimum of 90 consecutive days;</li> <li>if your employer is owned or controlled directly or indirectly by you or your family;</li> </ul>

• if your work was of a seasonal nature;

# Temporary Loss of Income cont.

Insured Event	Benefit
Redundancy (cont.)	<ul> <li>on or after the completion of your contract or fixed-term agreement; if you accept voluntary redundancy;</li> <li>if you resign or cease work for any reason other than redundancy;</li> <li>if your employment is terminated due to you not performing to your employer's satisfaction;</li> <li>if you're made redundant because your employer ceases trading; or</li> <li>if you're not actively seeking other employment.</li> </ul>
Employer ceases trading If your employer ceases trading causing you to become unemployed for more than 28 consecutive days.	<ul> <li>We'll pay your regular loan repayment, from the day your employer ceases trading, calculated on a daily basis, until the earliest of:</li> <li>you return to employment on substantially similar terms you were on prior to your employer ceasing trading;</li> <li>you have been unemployed for 365 days; or</li> <li>the end of your period of insurance.</li> <li>You're not covered for any claim under any employer ceases trading insured event:</li> <li>if at the time of your employer ceasing trading, you had not been actively engaged in full-time permanent employment for a minimum of 90 consecutive days;</li> <li>if your employer is owned or controlled directly or indirectly by you or your family;</li> </ul>
	<ul> <li>if your work was of a seasonal nature;</li> <li>on or after the completion of your contract or fixed-term agreement;</li> <li>if you resign or cease work for any reason other than your employer ceasing trading;</li> <li>if your employment is terminated due to you not performing to your employer's satisfaction; or</li> <li>if you're not actively seeking other employment.</li> </ul>

# Temporary Loss of Income cont.

Insured Event	Benefit
Industrial action If your employment is suspended because of industrial action for more than 28 consecutive days.	We'll pay your regular loan repayment, from the start of the industrial action, calculated on a daily basis, until the earliest of:  the industrial action ends;  the industrial action has continued for 185 days; or  the end of your period of insurance.
	You're not covered for any claim under any <b>industrial action insured event</b> if at the start of the <b>industrial action</b> you had not been actively engaged in <b>full-time permanent employment</b> , for a minimum of 90 consecutive days.
Business interruption	We'll pay your <b>regular loan repayment</b> , from the day of your
If the business operated by you, suffers a <b>business interruption</b> for more than 28 consecutive days.	<ul> <li>business interruption calculated on a daily basis, until the earliest of:</li> <li>you confirm to us that your business interruption has ended;</li> <li>your business interruption has continued for 185 days; or</li> <li>the end of your period of insurance.</li> </ul>
	You're not covered for any claim under any <b>business interruption insured event</b> :
	<ul> <li>if you have not been trading in the same style and in the same business for at least 90 consecutive days prior to the date you suffer the insured event; or</li> </ul>
	<ul> <li>if the claim is attributable either wholly or in part to vandalism, a wilful and malicious act that causes damage or destruction (including cyber-attacks);</li> </ul>
	<ul> <li>if the claim is attributable either wholly or in part to an information technology system failure or outage.</li> </ul>

## Temporary Loss of Income Additional Benefits

These additional benefits will be paid to you if you suffer an **insured event** under Temporary Loss of Income and we accept a claim under your policy.

The total maximum amount of all Temporary Loss of Income additional benefits we'll pay is shown as Temporary Loss of Income additional benefits in your **policy schedule**.

Additional Benefit	Benefit
Recovery support  If you're diagnosed as having cancer, undergoing coronary artery surgery, having suffered a heart attack or stroke or you are disabled.	We'll reimburse your costs of purchasing medically necessary specialised equipment required as a result of you suffering <b>an insured event</b> , including but not limited to wheelchairs, and house or vehicle modifications, up to a maximum of \$1,000.
Ambulance cost  If you're diagnosed as having cancer, undergoing coronary artery surgery, having suffered a heart attack or stroke or you are disabled.	We'll reimburse your costs of air or road ambulance to transport you to hospital, required as a result of you suffering an <b>insured event</b> , up to a maximum of \$1,000.
Medical costs  If you're diagnosed as having cancer, undergoing coronary artery surgery, having suffered a heart attack or stroke or you are disabled.	We'll reimburse your costs of chiropractors, counsellors, physiotherapists and medical practitioner consultations required as a result of you suffering an insured event, up to a maximum of \$1,000.
Employment advice If you're made redundant, your employer ceases trading or your employment is impacted by industrial action.	We'll reimburse your costs of an employment consultation, Curriculum Vitae (CV) drafting, interview training or course fees, pre-approved by us, required as a result of you suffering an <b>insured event</b> , up to a maximum of \$1,000.
Legal advice  If you're made redundant, your employer ceases trading, your employment is impacted by industrial action or your business has a business interruption.	We'll reimburse your costs of legal advice from a lawyer, required as a result of you suffering an insured event, up to a maximum of \$1,000.

#### Shortfall

#### Insured Event

#### Shortfall

If your vehicle is declared a total loss and there is a shortfall between your total loss settlement and the outstanding amount you owe your lender.

#### Benefit

We'll pay your **lender** the shortfall between your **total loss settlement** and the outstanding amount you owe your **lender**, including any early repayment adjustments, to the maximum shown in your **policy schedule** for **your vehicle loan**, if:

- your vehicle is declared a total loss;
- you held a comprehensive motor vehicle insurance policy on your vehicle at the time of the event that led to the total loss; and
- your vehicle insurer pays the full market value of your vehicle when your vehicle is declared a total loss;

provided a **total loss settlement** has been made and the purpose of your **loan** agreement was solely for the purpose of purchasing **your vehicle**.

In calculating the amount we'll pay your **lender**, the following will not be included:

- any excess, premium or extra payments due under your comprehensive motor vehicle insurance policy;
- any arrears, penalty payments or interest, rebateable items
   (including but not limited to any eligible refund due under this
   policy, rebateable interest, rebateable fees, rebateable insurance
   premiums, government rebates, agent rebates, or incentives you
   may have received at the time of purchasing your vehicle), or any
   extra costs arising from a variation to your original loan contract;
- the amount of any government rebate or incentive you have received for the purchase of your vehicle; and
- any amounts advanced under your loan contract for the purpose of negative equity arrangements;

except as provided for in the Shortfall additional benefits.

#### Subrogation

In the event of a **total loss** we may, at our cost, exercise our right of **subrogation** and take action in **your** name to make a recovery from a third party.

When we exercise our right of **subrogation** you must co-operate with us and provide us with any information we require.

#### Shortfall Additional Benefits

The additional benefits will be paid if **your vehicle** is declared a **total loss**, whether there is a shortfall between your **total loss settlement** and the outstanding amount you owe your **lender** or not, provided there was an acceptable Shortfall **insured event** claim.

The total maximum amount of all additional benefits we'll pay is shown as Shortfall additional benefits in your **policy schedule**.

The following additional benefits will be paid to your **lender** to help with covering any remaining shortfall you owe your **lender**, after the Shortfall payment amount has been calculated on **your vehicle loan**. Once the remaining shortfall has been settled with your **lender**, any additional benefit payments will be paid to you.

Additional Benefit	Benefit
Outstanding vehicle insurance	We'll reimburse your outstanding <b>comprehensive motor vehicle insurance</b> premium on <b>your vehicle</b> that suffered the <b>total loss</b> , that your <b>vehicle insurer</b> deducts from the <b>total loss settlement</b> , up to a maximum of \$1,000.
Total loss excess	We'll reimburse your <b>total loss</b> claim excess under your <b>comprehensive motor vehicle insurance</b> .
Negative equity	We'll reimburse the amount advanced on your <b>loan</b> for the purpose of negative equity arrangements, up to a maximum of \$1,000.

The following additional benefits will be paid to you if your vehicle is declared a total loss, whether there is a shortfall between your total loss settlement and the outstanding amount you owe your lender or not, provided there was an acceptable Shortfall insured event claim.

Additional Benefit	Benefits
Transport costs	We'll reimburse your reasonable costs of hiring a substitute vehicle or Uber/taxi costs, for a maximum of five days, up to a maximum of \$150 per day.
Out-of-pocket costs	We'll reimburse your reasonable out-of-pocket costs, up to a maximum of \$300.
Replacement vehicle deposit	We'll reimburse your reasonable costs of your replacement vehicle's purchase deposit, up to a maximum of \$1,500.
Replacement vehicle set up costs	We'll reimburse your reasonable costs of your replacement vehicle's on-road costs, delivery charges and registration costs, up to a maximum of \$1,500.
Replacement vehicle insurance	We'll reimburse your reasonable costs of your replacement vehicle's first year's <b>comprehensive motor vehicle insurance</b> premium, up to a maximum of \$1,500.

## What You're Not Insured For

We will not pay anything for any claim attributable either wholly or in part to any of the following, if the table below states that the exclusion applies to the applicable cover option for that claim.

If the table below states that the exclusion does not apply to a cover option, we will not decline a claim under that cover option as a result of the exclusion.

	Severe Life Impact	Temporary Loss of Income	Shortfall
Alcohol or Drugs  There is no cover for any claim attributable either wholly or in part to alcoholism, drug addiction or being under the influence of intoxicating liquor or drugs.	Exclusion applies	Exclusion applies	Exclusion applies
Criminal Act  There is no cover for any claim attributable either wholly or in part to you engaging in a criminal act.	Exclusion applies	Exclusion applies	Exclusion applies
Elective  There is no cover for any claim attributable either wholly or in part to you undergoing any medical treatment or surgical procedure, which is not essential for medical reasons and is requested by you for psychological, personal or cosmetic reasons.  Elective does not include medical treatment or surgical procedures for:  donation of an organ;  prophylactic treatment; or  preventing disease or disfigurement.	Exclusion applies	Exclusion applies	Exclusion does not apply
Hazardous Activities  There is no cover for any claim attributable either wholly or in part to your engagement in professional sporting activities, flying (other than as the passenger in an aircraft licensed for the carriage of passengers), parachuting, hang-gliding or competitive racing (either on horseback or in motor powered vehicles).	Exclusion applies	Exclusion applies	Exclusion does not apply

	Severe Life Impact	Temporary Loss of Income	Shortfall
Natural Disaster There is no cover for any claim attributable either wholly or in part to an earthquake, volcanic eruption, tsunami or any other seismic event.	Exclusion applies	Exclusion applies	Exclusion does not apply
Pandemic There is no cover for any claim attributable either wholly or in part to avian influenza, or any other virus or disease that is declared to be an outbreak or epidemic by the World Health Organisation, or the New Zealand Government.	Exclusion applies	Exclusion applies	Exclusion does not apply
Pregnancy, Childbirth or Miscarriage  There is no cover for any claim attributable either wholly or in part to infertility, pregnancy, giving birth, caesarean section, miscarrying or termination of a pregnancy, unless you're hospitalised with complications for more than three consecutive days or become disabled for more than 28 consecutive days after your pregnancy ends.	Exclusion applies	Exclusion applies	Exclusion does not apply
Pre-Existing Conditions  There is no cover for any claim attributable either wholly or in part to any illness, injury or condition:  • you had known about prior to the start of your period of insurance; or  • if you had a symptom that would cause a reasonable person in the circumstances to seek diagnosis, care or treatment prior to the start of your period of insurance.	Exclusion applies	Exclusion applies	Exclusion does not apply
Prior Knowledge  There is no cover for any claim attributable either wholly or in part to any cause or condition you knew about or ought to have reasonably known or foreseen, prior to your period of insurance, including but not limited to conditions relating to your family member(s) requiring a carer.	Exclusion applies	Exclusion applies	Exclusion applies

	Severe Life Impact	Temporary Loss of Income	Shortfall
Psychiatric Disorder or Conditions  There is no cover for any claim attributable either wholly or in part to any psychological, psychiatric or nervous condition or disorder you have, including but not limited to anxiety, stress, depression or insanity.	Exclusion applies	Exclusion applies	Exclusion does not apply
Self-Injury or Suicide There is no cover for any claim attributable either wholly or in part to you trying to commit suicide or committing suicide, intentionally injuring yourself or deliberately exposing yourself to exceptional danger (except while trying to save human life).	Exclusion applies	Exclusion applies	Exclusion does not apply
Sexually Transmitted Diseases There is no cover for any claim attributable either wholly or in part to you having a sexually transmitted disease.	Exclusion applies	Exclusion applies	Exclusion does not apply
<ul> <li>War, Radioactivity and Terrorism</li> <li>There is no cover for any claim attributable either wholly or in part to:</li> <li>war, invasion, act of foreign enemy, hostilities or war-like operations (whether war is declared or not), civil war, mutiny, rebellion, revolution, insurrection, military coup, destruction or acquisition by government or local authorities;</li> <li>nuclear weapon materials or ionising radiation or contamination by radioactivity from nuclear fuel or the combustion of waste from nuclear fuel; or</li> <li>acts of terrorism or action taken in controlling, preventing, suppressing, or in any way relating to an act of terrorism.</li> </ul>	Exclusion applies	Exclusion applies	Exclusion does not apply

# **Making A Claim**

If an event happens that may lead to a claim under your policy you must:

- take all reasonable steps to minimise your claim and prevent any further claim, including in the event of an illness or injury, consulting a medical practitioner as soon as possible and providing evidence that you have obtained and are following the advice of a medical practitioner;
- 2. notify the police if it appears that your claim arises from an illegal act;
- 3. phone 0800 809 700 to tell us of the event;
- 4. complete any claim forms required by us;
- provide us with written statements, certificates and any other supporting information that we may require, at your cost; and
- 6. help us with your claim in any reasonable way we request.

You're responsible, at your cost, to provide documentation to us demonstrating that the loss, damage or cost you claim for is the result of a covered **insured event**.

We may require you to authorise the disclosure of medical information and financial information that may be relevant to your claim, including information held by your **lender**, **vehicle insurer**, **medical practitioner**, accountant or employer.

We have the right to make any reasonable enquiries in relation to your claim. We have the right, at our cost, to require you to undergo a medical examination or other reasonable tests to confirm the **insured event**.

Any payment of a claim is conditional on the following, as applicable for the claim, being provided to us. Failure to provide the necessary information may result in a declined claim.

- Death proof of your death (death certificate and/or coroner's final findings report, as applicable), age and identity. A post-mortem examination of you may be required, at our cost.
- Terminal illness evidence from a medical practitioner of your terminal illness.
- Total and permanent disablement evidence from a medical practitioner that you are totally and permanently disabled.
- Severe illness or injury evidence from a medical practitioner of your diagnosis of blindness, deafness, serious cancer or as needing an organ transplant.
- Disabled evidence from a medical practitioner of you becoming disabled and ongoing medical certification which confirms you remain disabled.
- Family carer evidence of your full-time permanent employment before becoming a carer, that you have taken employer-approved leave without pay or ceased work altogether and that you spend at least 20 hours a week caring for a member of your family. We may also require evidence from a medical practitioner about your family member's medical history, current medical condition and prognosis.
- Hospitalised evidence from a medical practitioner or the hospital of your hospitalisation.
- Home confinement evidence from a medical practitioner of your confinement to bed at home and the daily supervision by a medical practitioner or registered nurse.
- Redundancy evidence of your redundancy from your former employer, that you're registered with Work and Income New Zealand (WINZ) as a job seeker and that you're actively seeking full-time permanent employment.
- Employer ceases trading evidence of your employer ceasing trading resulting in you becoming unemployed, that you're registered with WINZ as a job seeker and that you're actively seeking full-time permanent employment.

- Industrial action evidence of the industrial action by your employer and the impact on you.
- Business interruption evidence of loss or damage to your business because of business interruption. The dollar amount of the loss, damage and costs you're claiming, and to provide the amount and how the amount was worked out. Evidence of the actual financial performance of your business before the business interruption and the probable financial performance you would have had without the business interruption.

#### Claim I imits

The cover structure that applies to your policy is shown in your **policy schedule** and means:

Individual insured person: Where the policy only has one insured person named in your policy schedule, we'll pay 100% of the relevant benefit(s) if that insured person suffers an insured event.

Joint insured persons: Where your policy has an insured person and a joint insured person shown in your policy schedule, we'll pay 100% of the relevant benefit(s) if either person suffers an insured event. If both people suffer an insured event and both are eligible for a claim payment at the same time, we'll pay 50% of the payment due, to the lender, on behalf of each person. The most we'll pay at any one time is your regular loan repayment, calculated on a daily basis or your loan balance outstanding, as applicable. This does not apply to the additional benefits.

## One Payment at Any One Time

We'll only pay one claim payment at any one time. If you qualify for more than one **insured event** benefit, we'll pay the higher benefit amount during the time you qualify for more than one benefit.

#### **Total Benefit**

The maximum amount we'll pay for all claims under your policy during your **period of insurance** is limited to the lesser of:

- your remaining loan obligations to your lender at the time of an insured event, after any applicable reductions, plus the additional benefits applicable to your claim event, subject to the applicable maximums;
- the applicable benefits and the additional benefits as shown in your policy schedule; or
- a total of \$200,000.

## Claim Payments

Subject to the terms and conditions of your policy, claim payments will be made to your **lender** to reduce or repay your **loan** obligations. Some of the additional benefits may be paid to you directly.

### Claims Conditions

To be eligible to make a claim you must comply with all the terms of your policy. If you or someone acting on your behalf:

- · breaks your policy terms;
- makes a claim, where the claim is false or fraudulent in any way; or
- makes any false or incorrect statement in connection with any claim,

#### then we may:

- decline your claim either wholly or in part; and/or
- cancel your policy.

## **Definitions**

These definitions apply to the plural and any derivatives of these words. Where these words are used in the policy wording (in **bold** font), this is what they mean.

#### Act of terrorism

Means an act of any person or group(s), including but not limited to, the use of force or violence or the threat thereof, which from its nature and context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes, including the intention to influence any Government and/or to put the public or any section of the public in fear.

## Activities of daily living

Means:

- · bathing and showering;
- · dressing and undressing;
- eating and drinking;
- · using a toilet; or
- moving from place to place by walking, wheelchair, or with the help of a walking aid.

#### Arrears

Means your **loan** obligations to your **lender** that are owed and should have been paid earlier. This includes any penalties, fees and/or interest charges in relation to the arrears.

## Balloon payment

Means a one-off lump sum payment made at the end of your **loan** term, which repays your **loan** in full

#### **Blindness**

Means the diagnosis by a medical practitioner that you have suffered the entire and irreversible loss of sight of both your eyes defined as:

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

## **Business interruption**

Means the interruption or interference of normal business activity of the business operated by you in New Zealand, caused by:

- damage or destruction of any building or other property, or part thereof, used at your business premises;
- prevention or hindrance of access to your business premises, because of damage to property within a 10km radius of your business premises; or
- damage to any electricity, gas, water, sewerage or telecommunications system directly connected to your business premises.

#### Cancer

Means the diagnosis by a **medical practitioner** that you have the presence of at least one malignant tumour including melanoma, leukaemia, lymphoma or Hodgkin's disease, which is characterised by the uncontrollable growth and spread of malignant cells and the invasion and destruction of normal tissue. The below limitations apply.

Carcinoma in situ is only covered if your cancer:

- requires suitable and necessary treatment (whether undertaken or not) that includes radiotherapy, chemotherapy, immunotherapy or any other major treatment to arrest the spread of the malignancy;
- requires surgery to remove the entire affected organ (including breast, cervix, uterus, ovary, fallopian tube, vagina, prostate, colon/rectum or bladder); or
- · is totally incurable.

Chronic lymphocytic leukaemia is only covered if your cancer:

- is histologically described as Rai Stage 1 or above; or
- · is totally incurable.

Malignant melanoma is only covered if your cancer:

- has a 1.0mm depth of invasion or more using the Breslow method;
- · is Clark Level 3:
- has evidence of ulceration as determined by histological examination;
- requires suitable and necessary treatment (whether undertaken or not) that includes radiotherapy, chemotherapy, immunotherapy or any other major treatment to arrest the spread of the malignancy; or
- · is totally incurable.

Prostate cancer is only covered if your cancer:

- · has a TNM staging classification of T2 or more;
- · has a Gleason score of 6 or more;
- requires suitable and necessary treatment (whether undertaken or not) that includes radiotherapy, chemotherapy, immunotherapy or any other major treatment to arrest the spread of the malignancy;
- requires surgery to remove the entire prostate; or
- is totally incurable.

Thyroid cancer (papillary and follicular carcinoma of the thyroid) is only covered if your cancer:

- · has a TNM staging classification of T2 or more;
- requires suitable and necessary treatment (whether undertaken or not) that includes radiotherapy, chemotherapy, immunotherapy or any other major treatment to arrest the spread of the malignancy; or
- · is totally incurable.

You're not covered for:

- non-melanoma skin cancers, unless your cancer shows evidence of metastases; or
- pituitary adenomas (PITNETs), unless your cancer shows evidence of metastases.

#### Carer

Means you're required to take employerapproved leave without pay or to cease work altogether, to become a voluntarily unpaid caregiver to a member of your **family**, due to your **family** member suffering an illness or **injury** and requiring a caregiver for at least 20 hours a week, but excludes **parental leave**.

# Comprehensive motor vehicle insurance

Means an insurance policy covering **your vehicle** for an agreed or **market value** for events including accidental loss, damage and theft.

#### Confined to bed

Means being confined to bed under the daily supervision of a **medical practitioner** or registered nurse.

## Coronary artery surgery

Means confirmation by a **medical practitioner** that you have undergone coronary artery bypass grafting to correct or treat coronary artery disease.

#### Deafness

Means the diagnosis by a **medical practitioner** that you have suffered the total and irreversible loss of hearing in both ears, defined as:

- hearing loss greater than 90 decibels across all frequencies, with or without the help of an external hearing aid; or
- hearing loss greater than 90 decibels across all frequencies and a medical practitioner has recommended the insertion of a cochlear implant.

#### Disabled

Means any illness or **injury** that causes your total and continuous inability to perform your usual business or occupation, as certified by a **medical practitioner**.

## Daily basis

Means the daily amount calculated based on your instalment detailed in your loan documentation from your **lender**, for the loan amount shown in your **policy schedule**. The daily amount calculation depends on the instalment frequency that applies to your instalment as follows:

- for monthly repayments the regular loan repayment amount is multiplied by 12 and divided by 365.
- for fortnightly repayments the regular loan repayment amount is multiplied by 26 and divided by 365.
- for weekly repayments the regular loan repayment amount is multiplied by 52 and divided by 365.

Regardless of the frequency selected, the amount excludes any **arrears**, residual amount or **balloon payment**.

# Employer ceases trading/employer ceasing trading

Means that your employer is no longer in business, has been adjudicated bankrupt, has been put into liquidation or is in receivership.

## **Family**

Means your spouse, de facto partner (as defined in the Property (Relationships) Act 1976) or Civil Union partner (as defined by the Civil Union Act 2004), children (including by birth, legally adopted, step-children or children under your legal guardianship at the time of your claim), siblings (including half or step-siblings), and parents (including step-parents).

## Full-time permanent employment

Means you're in continuous full-time employment in New Zealand for wages or income and are working a minimum of 20 hours every week.

#### Heart attack

Means the diagnosis by a medical practitioner that you have suffered the death of part of your heart muscle, due to the lack of blood supply to your heart muscle. Your diagnosis must be based on a combination of tests, medical evidence or a medical practitioner's opinion that would generally be recognised by a cardiology medical practitioner as being suitable for the purpose of determining whether death of part of the heart muscle has occurred

You're not covered for lesser acute coronary syndromes, including unstable angina and acute coronary insufficiency.

## Hospitalised/admitted to hospital

Means you're certified by a **medical practitioner** as requiring to be placed in medical care in a hospital or other suitable care facility.

#### Industrial action

Means a suspension of your full-time permanent employment in New Zealand, where your employer is legally entitled to withhold your remuneration for the period of your suspension, that is a direct result of lawful strike-related action, a lockout, work to rule or similar action taken by you to protest against working conditions or other matters relating to your employer's relationship with you.

### Injury

Means an external or internal bodily injury caused to you directly by an unintended external occurrence.

#### Insured event

Means the events listed and described in your policy wording, which result in the risk of you defaulting on your obligations to your **lender** under your **loan**. The insured events applicable are limited to the cover options and additional benefits, shown in your **policy schedule** for an insured person.

#### Lender

Means the finance company that issued your **loan** contract, to which your policy relates, shown in your **policy schedule**.

#### Loan

Means the credit contract between your **lender** and you, to which your policy relates, shown in your **policy schedule**.

#### Market value

Means the reasonable price for which you could replace **your vehicle** with another vehicle in New Zealand that is of equivalent age, quality and in the same general condition.

## Medical practitioner

Means a suitable specialised and registered person who holds a current practising certificate issued by the Medical Council of New Zealand.

## Organ transplant

Means you have been placed on a recognised New Zealand Waiting List, by a **medical practitioner**, or have undergone a human-tohuman organ transplant from a donor of one or more of these organs:

- kidnev:
- heart:
- lung;
- liver;
- pancreas;
- · small bowel; or
- · the transplant of bone marrow.

You're not covered for the transplant of all other organs, parts of organs, or any other tissue or cell.

#### Parental leave

Means you taking leave to carry out parental duties for children who do not have a medical or psychological need for parent-specific care.

#### Period of insurance

Means the period starting on the insurance start date shown in your **policy schedule** and ending on the earliest of:

- the date your loan obligation is assigned, discharged, refinanced or repayments are completed, unless the new terms of the loan were accepted by us and an amendment of your policy was issued;
- the date you default on your loan obligations and your lender takes steps to enforce its rights;
- the date of your death or the date your terminal illness, total and permanent disablement or severe illness or injury benefit is paid by us;
- the date your policy is cancelled by you or us;
- the date the Shortfall benefit is paid by us; or
- 4pm on the insurance end date shown in your policy schedule; or
- 4pm on your 70th birthday for Severe Life Impact and/or Temporary Loss of Income.

## Policy schedule

Means the most recent policy schedule we have issued to you for your policy, including any amendments and endorsements that we send you in writing.

## Redundancy/redundant

Means the involuntary termination of your **full-time permanent employment**, by notice of redundancy in writing from your employer, as your position has been deemed superfluous to the needs of your employer.

## Regular loan repayment

Means the instalment at the frequency selected that you're required to pay to your **lender**, (excludes any **arrears**, residual amount or **balloon payment**) as shown in your **loan** contract.

#### Severe cancer

Means diagnosis by a **medical practitioner** that you have suffered any metastatic cancer, advanced lymphoma, leukaemia and/or multiple myeloma classified as Stage 4.

#### Stroke

Means diagnosis by a **medical practitioner** that you have suffered a stroke as a result of a cerebrovascular event. The stroke must be evidenced by:

- a CT, MRI or equivalent scan that a stroke has occurred and shows either:
  - infarction of brain tissue; or
  - intracranial or subarachnoid haemorrhage; or
- permanent neurological damage and/or functional impairment diagnosed by a medical practitioner, including but not limited to your memory loss, impaired speech, vision loss and paralysis on one side of the body.

You're not covered for cerebral symptoms due to transient ischaemic attacks, migraine and vascular disease affecting the eye, optic nerve or vestibular functions.

## Subrogation

Means the right held by us to legally pursue a third party that caused an insurance loss to an insured person. This allows us to recover the amount of the claim we paid to you for the loss.

#### Terminal illness

Means you're diagnosed by a **medical practitioner** as suffering a medical condition that the formal prognosis, even with all reasonable medical treatment, is that the medical condition will most likely result in your death in 12 months or less

## Totally and permanently disabled

Means a **medical practitioner** has certified that you have suffered from an illness or **injury** that caused your total and irreversible:

- inability to perform your usual business or occupation;
- inability to perform at least two of the activities of daily living without the help of another adult person;
- · loss of the use of:
  - both hands;
  - both feet: or
  - one hand and one foot: or
- loss of cognitive function due to a permanent, irreversible illness or injury to your brain resulting in:
  - disorientation in time and place; and
  - mini-mental score of less than 20 out of 30 or an equivalent level of impairment under an equivalent test.

### **Total loss**

Means your **vehicle insurer** has declared that **your vehicle** is uneconomic to repair or is stolen and remains unrecovered.

#### Total loss settlement

Means the insurance payment by your vehicle insurer to your lender, after your vehicle is declared a total loss. This payment is normally the full market value of your vehicle. If you insured your vehicle for an agreed value amount which is less than the market value, we'll calculate the total loss settlement amount based on what your vehicle insurer would have paid if you were insured for full market value.

#### Vehicle insurer

Means the insurance company licenced to carry on insurance business in New Zealand, that provided comprehensive motor vehicle insurance for your vehicle.

#### Your vehicle

Means, if applicable, your vehicle as shown in your **policy schedule**, that is the security for your **loan**.

# Policy And Claim Enquiries

**Phone** 0800 267 873

Email support@autosure.co.nz

Web autosure.co.nz

This policy is underwritten by Autosure Insurance Limited