



# Payment Protection Insurance

Your Policy Wording



#### Welcome

Thank **you** for choosing **us** to provide **you** with one of the most comprehensive Payment Protection Insurance covers available today.

#### The Insurer

This insurance policy is underwritten by DPL Insurance Limited, a licensed insurer under the Insurance (Prudential Supervision) Act 2010. The Insurance (Prudential Supervision) Act 2010 requires all licensed insurers to have a current Financial Strength Rating, given by an approved rating entity. For more information and details on **our** Financial Strength Rating and Solvency Calculation go to www.dplinsurance.co.nz.

# **Customer Commitment**

We are committed to treating our customers with fairness, respect and dignity. This means that we will:

- Act with integrity at all times;
- Provide high quality service;
- Listen to our customers' concerns;
- Be open and transparent in all of our dealings; and
- Take the time to answer any questions **our** customers have.

# **Complaints**

**We** are committed to resolving all complaints and concerns quickly, respectfully and in good faith. If **you** have a complaint relating to **our** activities, in the first instance, please contact **us**. Any dispute which **we** cannot resolve can be referred to **our** disputes resolution provider by contacting:

The Insurance and Financial Services Ombudsman

P. 0800 888 202, PO Box 10845, Wellington 6143, www.ifso.nz

#### **Our Guarantee**

If you are not completely happy with the cover provided by your policy, you can cancel it within 15 days of the start of the period of insurance, provided you have not made a claim under your policy. We will refund any premiums you have paid us.

# **About Your Policy**

Payment Protection Insurance (PPI) protects **you** for the repayment of **your loan** obligations to the **financier**, if **you** suffer an insured event.

This document is the policy wording for **your** PPI cover.

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

- Your online application or application form;
- Your policy wording; and
- 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.

It is important **you** 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 there is anything **you** don't understand, or if **you** have any questions, please contact **us**.

Your vehicle details are stated in your policy schedule. If they are incorrect in any way, including vehicle make, model, year or odometer reading, you may not qualify for the extent of cover you have selected. It is important that you check your policy schedule and advise us immediately if any details are incorrect or need updating.

#### **Defined Words**

If a word is shown in **bold** it has a special meaning. There is a list of these words and their meanings in the Definitions section of this policy.

# **Duty Of Disclosure**

**You** have a legal duty of disclosure when **you** apply for insurance, make changes to **your** policy and when making a claim, to tell **us** everything that a prudent insurer would want to take into account 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:
- Whether your policy will respond to your claim.

If you breach the duty of disclosure, we may void your policy from the start of the period of insurance and refund any premiums you have paid us.

## What You Are Insured For

Payment Protection Insurance (PPI) protects **you** for the repayment of **your loan** obligations to the **financier**, if **you** suffer an **insured event**.

PPI offers various cover options. The extent of **your** cover only applies to the **insured events** and benefits, which are shown in **your policy schedule**.

The cover options are:

- Employee For people in fulltime permanent employment;
- Self-Employed For people who are selfemployed; and
- Everyday Essential For everyone not listed above.

The cover types are:

- Individual Cover Insured person is covered for 100% of benefits; and
- Double Cover Both insured persons are covered for 100% of benefits (50% for each person, if they both suffer an **insured event** simultaneously).

**Employee Cover** – Cover for the **insured events** listed below is subject to the terms and conditions of **your** policy.

Insured Event	Benefit
<b>DEATH</b> : If you die during the period of insurance	We will pay your loan balance outstanding at the date of your death, excluding any arrears of more than 90 days.
TERMINAL ILLNESS: If you are diagnosed with a terminal illness during the period of insurance	We will pay your loan balance outstanding at the date of your diagnosis, excluding any arrears of more than 90 days.
ACCIDENT AND ILLNESS: If you become disabled for more than seven consecutive days or permanently disabled during the period of insurance	Total Permanent Disablement – We will pay your loan balance outstanding at the date of your total permanent disablement, excluding any arrears.  Disablement – We will pay your monthly loan repayment, calculated on a daily basis, for each day of your disablement, until the earliest of:  You confirm to us that you are no longer disabled;  You are certified as no longer disabled by a medical practitioner; or  The end of the period of insurance.
HOSPITALISATION: If you are hospitalised during the period of insurance for more than three consecutive days	<ul> <li>We will pay your monthly loan repayment, calculated on a daily basis, for each day of your hospitalisation, excluding the first three days, until the earliest of:</li> <li>You are discharged as certified by a medical practitioner;</li> <li>You have been hospitalised for 185 days; or</li> <li>The end of the period of insurance.</li> </ul>
CARER: If you become the carer of an immediate family member during the period of insurance for more than 28 consecutive days	<ul> <li>We will pay your monthly loan repayment, calculated on a daily basis, for each day from when you become a carer, until the earliest of:</li> <li>You confirm to us that you are no longer a carer;</li> <li>You have been a carer for 185 days; or</li> <li>The end of the period of insurance.</li> </ul>
REDUNDANCY: If you are made redundant during the period of insurance for more than 28 consecutive days	<ul> <li>We will pay your monthly loan repayment, calculated on a daily basis, for each day of your redundancy, until the earliest of:</li> <li>You return to employment on substantially similar terms that you were on prior to your redundancy;</li> <li>You have been redundant for 365 days; or</li> <li>The end of the period of insurance.</li> </ul>
EMPLOYER CEASES TRADING: If your employer ceases trading causing you to become unemployed during the period of insurance for more than 28 consecutive days	We will pay your monthly loan repayment, if your employer ceases trading, and consequently you are no longer employed by that employer, calculated on a daily basis, for each day until the earliest of:  You return to employment on substantially similar terms that you were on prior to your employer ceasing trading;  You have been unemployed for 185 days; or  The end of the period of insurance.
SUSPENSION: If you are suspended during the period of insurance for more than 28 consecutive days	<ul> <li>We will pay your monthly loan repayment, calculated on a daily basis, for each day of your suspension, until the earliest of:</li> <li>Your suspension ends;</li> <li>You have been suspended for 185 days; or</li> <li>The end of the period of insurance.</li> </ul>

**Self-Employed Cover** – Cover for the **insured events** listed below is subject to the terms and conditions of **your** policy.

Insured Event	Benefit
DEATH: If you die during the period of insurance	<b>We</b> will pay <b>your loan</b> balance outstanding at the date of <b>your</b> death, excluding any <b>arrears</b> of more than 90 days.
TERMINAL ILLNESS: If you are diagnosed with a terminal illness during the period of insurance	We will pay your loan balance outstanding at the date of your diagnosis, excluding any arrears of more than 90 days.
ACCIDENT AND ILLNESS: If you become disabled for more than seven consecutive days or permanently disabled during the period of insurance	Total Permanent Disablement – We will pay your loan balance outstanding at the date of your total permanent disablement, excluding any arrears.  Disablement – We will pay your monthly loan repayment, calculated on a daily basis, for each day of your disablement, until the earliest of:  You confirm to us that you are no longer disabled;  You are certified as no longer disabled by a medical practitioner; or  The end of the period of insurance.
HOSPITALISATION: If you are hospitalised during the period of insurance for more than three consecutive days	We will pay your monthly loan repayment, calculated on a daily basis, for each day of your hospitalisation, excluding the first three days, until the earliest of:  You are discharged as certified by a medical practitioner;  You have been hospitalised for 185 days; or  The end of the period of insurance.
CARER: If you become the carer of an immediate family member during the period of insurance for more than 28 consecutive days	<ul> <li>We will pay your monthly loan repayment, calculated on a daily basis, for each day from when you become a carer, until the earliest of:</li> <li>You confirm to us that you are no longer a carer;</li> <li>You have been a carer for 185 days; or</li> <li>The end of the period of insurance.</li> </ul>
BUSINESS INTERRUPTION: If your business suffers a business interruption during the period of insurance for more than 28 consecutive days	We will pay your monthly loan repayment, calculated on a daily basis, for each day of your business interruption, until the earliest of:  You confirm to us that your business interruption has ended;  Your business interruption has continued for 185 days; or  The end of the period of insurance.

Payment Protection Insurance - Policy Wording

032019/v3

# Everyday Essential Cover – Cover for the insured events listed below is subject to the terms and conditions of vour policy.

Insured Event	Benefit
<b>DEATH</b> : If you die during the period of insurance	We will pay your loan balance outstanding at the date of your death, excluding any arrears of more than 90 days.
TERMINAL ILLNESS: If you are diagnosed with a terminal illness during the period of insurance	We will pay your loan balance outstanding at the date of your diagnosis, excluding any arrears of more than 90 days.
PERMANENT DISABILITY: If you become permanently disabled during the period of insurance	We will pay your loan balance outstanding at the date of your total permanent disablement, excluding any arrears.
HOSPITALISATION: If you are hospitalised during the period of insurance for more than three consecutive days	We will pay your monthly loan repayment, calculated on a daily basis, for each day of your hospitalisation, excluding the first three days, until the earliest of:  You are discharged as certified by a medical practitioner;  You have been hospitalised for 185 days; or  The end of the period of insurance.

# What You Are Not Insured For

# **Alcohol or Drugs**

There is no cover for any claim attributable either wholly or in part to alcoholism or drug addiction, or being under the influence of intoxicating liquor or drugs.

#### **Business Interruption**

There is no cover for business interruption, if you have not been trading in the same style and in the same business for at least six months prior to the start of the **period of insurance**.

#### **Criminal Act**

There is no cover for any claim attributable either wholly or in part to **you** engaging in a criminal act.

# Disappearance

Death will not be presumed by your disappearance, except in the event that your body is still missing 12 months after the officially reported disappearance, sinking or wrecking of **your** transport.

#### Elective

There is no cover for any claim attributable either wholly or in part to any medical treatment or surgical procedure, which is not essential for medical reasons and is requested by vou for

psychological, personal or cosmetic reasons.

#### **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).

#### **Human Immunodeficiency Virus**

There is no cover for any claim attributable either wholly or in part to Human Immunodeficiency Virus (HIV), including Acquired Immunodeficiency Syndrome (AIDs).

## **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.

#### **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.

#### Parental Leave

There is no cover for any claim attributable either wholly or in part to parental leave.

# Pregnancy, Childbirth, Miscarriage and Menopause

There is no cover for any claim attributable either wholly or in part to infertility, pregnancy, giving birth, caesarean section, miscarrying, having a pregnancy deliberately terminated or menopause, unless during the period of insurance, you are hospitalised with complications for more than 3 consecutive days or become disabled for more than 28 consecutive days after the pregnancy ends.

## **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;
- You had any treatment for in the six months prior to the start of the **period of insurance**; or
- Where a symptom existed that would cause a reasonable person in the circumstances to seek diagnosis, care or treatment.

## **Prior Knowledge**

There is no cover for any claim attributable either wholly or in part to any cause or condition that you knew about or ought to have reasonably known or foreseen, prior to the period of insurance.

#### **Psychiatric Disorder**

032019/v3

There is no cover for any claim attributable either wholly or in part to any psychological, psychiatric or nervous condition or disorder, including (but not limited to) anxiety, stress, depression or insanity.

# Redundancy and Employer Ceasing Trading There is no cover for any **redundancy** claim and any claim due to your employer ceasing trading:

- If **vou** are **self-employed**:
- Due to cessation of work, where the work is of a seasonal, contractual, or temporary nature or where **vou** are employed for a specific period or by reference to specific work and become unemployed at the expiration of the period or on completion of the work:
- If you have accepted the redundancy voluntarily: or
- If you are not actively engaged in fulltime

permanent employment during the period of insurance.

# Self-Injury or Suicide

There is no cover for any claim attributable either wholly or in part to **you** attempting to commit suicide or committing suicide, intentionally injuring vourself or deliberately exposing yourself to exceptional danger (except in an attempt to save human life).

# **Sexually Transmitted Diseases**

There is no cover for any claim attributable either wholly or in part to a sexually transmitted disease.

#### Vandalism

There is no cover for any business interruption claim attributable either wholly or in part to a wilful and malicious act that causes damage or destruction.

# War, Radioactivity and Terrorism

There is no cover for any claim attributable either wholly or in part to:

- 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;
- Nuclear weapon materials or ionising radiation or contamination by radioactivity from nuclear fuel or the combustion of waste from nuclear fuel; or
- Acts of terrorism or action taken in controlling, preventing, suppressing, or in any way relating to an act of terrorism.

# Making A Claim

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

- 1. Take all reasonable steps to minimise the claim and prevent any further claim;
- 2. Freephone 0800 809 700 to notify us of the event:
- Complete any claim forms required by us;
- Provide us with written statements, certificates and any other supporting information that we may require, at your expense; and

Assist us with your claim in any way we request.

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

We have the right to make any reasonable enquiries in relation to a claim. We have the right, at our expense, to have you medically examined.

It is **your** responsibility, at **your** own expense, to provide documentation to **us** demonstrating that the loss, damage or expense that **you** claim for is the result of an **insured event** covered under **your** policy. It is also **your** responsibility to calculate the dollar amount of the loss, damage and expense **you** are claiming.

In the case of death **we** have the right, at **our** expense, to have a post-mortem examination of **you**.

Any payment of a claim is conditional on the following:

- Death proof of **your** death (death certificate or coroner's final findings report as applicable), age and identity.
- Terminal Illness evidence from a medical practitioner of your terminal illness and evidence that you have obtained and are following the advice of a medical practitioner.
- Accident and illness that you consult a medical practitioner at your cost, as soon as possible after suffering a disability and, as required, continue consulting and following the advice of a medical practitioner, until you are fit to resume fulltime permanent employment.
- Hospitalisation evidence from a medical practitioner or a hospital of your hospitalisation.
- Carer evidence of your fulltime permanent employment before becoming a carer and evidence that you spend at least 35 hours a week caring for a member of your immediate family.

- Redundancy evidence of your redundancy from your former employer and that you are registered with Work and Income New Zealand as a job seeker. Evidence that you are actively seeking alternative fulltime permanent employment.
- Employer Ceasing Trading evidence of your employer ceasing trading resulting in you becoming unemployed and that you are registered with Work and Income New Zealand as a job seeker. Evidence that you are actively seeking alternative fulltime permanent employment.
- Suspension evidence of your suspension by your employer.
- Business Interruption evidence of loss or damage to your business as a result of business interruption. Evidence of the actual experience of your business before the business interruption and the probable experience you would have had without the business interruption.

# Claim Limits

**Individual and Double Covers** 

Individual Cover: If an insured person named in the **policy schedule** suffers an **insured event**, **we** will pay 100% of the relevant benefit.

Double Cover: If either insured person named in the **policy schedule** suffers an **insured event**, **we** will pay 100% of the relevant benefit to the person who suffered the **insured event**. If both persons named in the **policy schedule** suffer an **insured event** simultaneously **we** will pay 50% of the relevant benefit to each person.

#### One Benefit

**You** are only entitled to one claim payment at any one time and only for the **insured events** and benefits which are shown in **your policy schedule**.

# **Recurring Disablement**

If your disablement recurs within three months of your last claim payment, we will consider your disablement as being recurring and your claim can recommence, but only for the remaining part of the maximum benefit period.

#### **Total Benefit**

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

- Your loan obligations to your financier as a result of an insured event; or
- A total of \$200,000.

# **Claim Payments**

Subject to the terms and conditions of **your** policy, claim payments will be made to **your financier** to reduce or repay **your loan** obligations.

# **Period Of Cover**

The period of cover under **your** policy is set out in **your policy schedule**. The maximum period of cover, regardless of the term of **your loan**, is 60 months (5 years).

# **Policy Conditions**

To be eligible to make a claim **you** must comply with all the terms of **your** policy. If **you** or someone on **your** behalf breaches **your** policy, then **we** may:

- Decline **your** claim in part or whole; and/or
- Cancel your policy.

## **Accuracy of Statements and Fraud**

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

- Decline your claim in part or whole; and/or
- Void your policy from the start of the period of insurance.

#### **Amounts**

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

#### Change in Circumstance

**You** must notify **us** immediately if there are any material changes to any circumstances that existed when **you** took out **your** policy.

You must also notify us when your insured event comes to an end. If you fail to do so, then you are liable to repay us for any payments made after that date.

# **Ending Your Policy**

After 15 days from the start of the **period of insurance**, **you** are entitled to end **your** policy at any time, by giving **us** 10 days' notice in writing to **our** address stated in **your policy schedule**. **We** will refund **your** premium relating to the balance of the **period of insurance** (calculated on a Rule of 78 basis). If **your** premium has been added to **your loan** amount, any refund of premium will be made to **your financier**.

We are entitled to end your policy at any time, by giving you 10 days' notice in writing to your address, as stated in your policy schedule. We will refund your premium relating to the balance of the period of insurance (calculated on a Rule of 78 basis).

#### False / Fraudulent Claims

You or anyone acting on your behalf must not make a claim that is false or fraudulent in any way, or make any false or incorrect statement in connection with any claim.

#### **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 1993

Your policy schedule contains personal information necessary for us to evaluate your application for insurance, in order to decide whether to issue insurance cover and if so on what terms. The information collected will be held by Autosure, 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 1993.

Payment Protection Insurance - Policy Wording 032019/v3 Payment Protection Insurance - Policy Wording

## **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.

#### Arrears

Your loan obligations to the financier 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, which repays your loan.

# **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 as a consequence of damage to property within a 10km radius of your business premises; or
- Damage to any electricity, gas, water, sewerage or telecommunications system that is directly connected to your business premises.

#### Carer

Means you have been in fulltime permanent employment in New Zealand for at least six months and you voluntarily become an unpaid caregiver to a member of your immediate family for at least 35 hours a week, but excludes parental leave.

#### Disablement

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**.

# **Employer Ceasing Trading**

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

#### **Financier**

Means the finance company for **your loan** contract stated in the **policy schedule**, to which **your** policy relates.

#### **Fulltime Permanent Employment**

Means **you** are in continuous fulltime employment in New Zealand for wages or income and are working a minimum of 20 hours every week.

# Hospitalisation

Means you are placed in medical care in a hospital, as certified by a medical practitioner.

## **Immediate Family**

Means **your** partner, children, brothers, sisters, parents and legal guardians. Partner is a marriage partner or de facto partner, as defined in the Property (Relationships) Act 1976 or civil union partner as defined by the Civil Union Act 2004.

#### Injury

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

#### **Insured Event**

The events as described in **your** policy, which result in the risk of **you** defaulting on **your** obligations to **your financier** under **your loan**.

#### Loan

Means the credit contract between **your financier** and **you**, to which **your** policy relates.

#### Medical Practitioner

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

## Monthly Loan Repayment

Means the monthly instalment (excluding any arrears, residual amount or balloon payment) you are required to pay to your financier, as shown on your loan contract.

If your loan contract shows a repayment frequency other than monthly, we will calculate the monthly loan repayment instalment as a sum of the repayments you are required to pay to your financier a month (excluding any arrears, residual amount or balloon payment).

Monthly loan repayment calculated on a daily basis means, dividing the total amount of your monthly loan repayments for the term of your loan contract, by the number of days of your loan contract and multiplying the result by the number of days of the insured event.

#### Parental Leave

Means 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 date shown on **your policy schedule** and the earliest of:

- The date that your loan obligation is assigned, discharged, refinanced or repayments are completed;
- The date you default on your loan obligations and your financier takes steps to enforce its rights;
- Your 70th birthday;
- The date of your death, or the date your terminal illness benefit is paid on this policy;
- 4pm on the end date shown on your **policy** schedule.

# **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

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

#### **Terminal Illness**

Means **you** are diagnosed by a **medical practitioner** as suffering a medical condition that will result in **your** death in less than six months.

#### **Total Permanent Disablement**

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

#### Self-Employed

Means you are not an employee (other than of your own business), generally you find your own work rather than being provided with work by an employer and you earn income from a trade or business you operate in New Zealand.

#### Suspension

Means a suspension from your fulltime permanent employment in New Zealand, where your employer is legally entitled to withhold your remuneration for the period of suspension, as a direct result of lawful strike-related action or a lockout.

#### We, Us, and Our

Means DPL Insurance Limited.

#### You and Your

Means the insured person(s) named in your policy schedule.

# Contact Us

Freephone: 0800 267 873 E: turners@dplinsurance.co.nz

www.turners.co.nz