

# Consumer Protection Insurance

**Policy Document** 

## CONSUMER PROTECTION INSURANCE

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## 1 ABOUT THIS POLICY

#### Please keep this policy in a safe place

This policy is between **you** and **Southsure Assurance Limited** (trading as SBS Insurance) ('we', 'our' or 'us').

In this policy we describe the different ways we can help you to repay your obligations under your finance contract under certain circumstances.

### 1.1 You must be aged 18 to 69 to buy this policy

If you were younger than 18 or had reached the age of 70 when you purchased this policy with your finance contract, immediately contact your finance provider to arrange a refund of your insurance premium.

### 1.2 You must be in paid employment to buy this policy

You must be in either paid employment or self-employment for a minimum of 20 hours per week when you purchase this policy.

## 1.3 This policy has a 30-day Free Look period

If you choose to cancel your policy within 30 days of having started it and have not had a claim accepted under the policy, immediately contact your finance provider to arrange a full refund of your insurance premium.

### 1.4 You cannot transfer your policy to anyone else

Once you've signed up to your policy, you cannot transfer your policy, or any of your rights under it, to anyone else.

## 2 CONTACT US

Contact us if you don't understand anything in this policy. Also contact us to:

- tell us that you need to make a claim under a benefit in this policy
- get a claim form
- get a copy of Southsure's latest reported financial statements
- lay a complaint.

Phone Us on:	0800 002 002
Write to Us at:	SBS Insurance PO Box 1404 Invercargill 9840
Email Us at:	clientservices@sbsinsurance.co.nz
Visit our Website at:	www.sbsinsurance.co.nz

Contact your **finance provider** if you wish to cancel your policy.

## 3 YOUR COVER

### 3.1 We cover six categories of benefit

During the term of your finance contract, we'll cover six different categories of benefit for you. They are:

- Chattel
- Temporary Disablement
- Death or Terminal Illness
- Redundancy
- Insolvency
- Beneficiary

### 3.2 We won't cover some conditions and activities

This policy doesn't provide cover for any other debt (such as personal loans, credit cards or mortgages) other than your finance contract to which this policy is associated.

Below we summarise the conditions and activities we won't cover. These conditions and activities are explained in more detail under the relevant benefits.

### Summary of the conditions and activities we won't cover

Benefit	We won't cover:
Chattel	<ul> <li>Theft or accidental damage before or during delivery or installation unless installed by a qualified person</li> <li>Theft or accidental damage whilst rented out, lent or given away</li> <li>Accidental damage caused by fire, flood or other natural disaster</li> <li>Accidental damage due to any maintenance, servicing, wear and tear, etc.</li> </ul>
Temporary Disablement	<ul> <li>Any condition that existed during the five years immediately before the date this policy started</li> <li>Being under the influence of alcohol.</li> <li>Taking or using drugs not prescribed or misusing prescribed drugs.</li> <li>Taking part in criminal activity.</li> </ul>

Death or Terminal Illness	Any condition that existed during the five years immediately before the date this policy started Being under the influence of alcohol. Taking or using drugs not prescribed or misusing prescribed drugs. Taking part in criminal activity.
Redundancy • • •	The redundancy must not occur within 30 days of the start date of the policy You knew, or ought to have known on the date this policy started that you could be made redundant Employment ceasing due to it being seasonal, contractual, or temporary Employment ceasing due to the work you were specifically employed for having a set time period and the work is now complete or the period has ended.
Insolvency •	You knew or ought to have known on the date this policy started that you could become insolvent.
Beneficiary •	The government agency stops the benefit due to you taking part in criminal activity.

### 3.3 When your cover under this policy starts and ends

This policy starts on the start date of your finance contract. Cover under your policy will end on the earliest of when:

- you've repaid your obligation under your finance contract
- the term of your finance contract has expired
- you, we, or your finance provider cancel this policy
- the maximum liability of this policy is reached
- we've paid out a claim for the death benefit or terminal illness benefit.

### 3.4 Eligibility and how benefits are paid

Below we summarise the benefit type, employment restrictions, what benefit we'll pay, the most we'll pay, and how long you'll have to wait before receiving the benefit (the stand-down period). The final column notes where you can find the full details of the cover provided by this policy.

### Summary of benefit payments and eligibility

Benefit type	Employment restrictions	How much we'll pay	Maximum benefit limit	Stand- down period	Refer to
Chattel	None	Either (1) to repair or replace the chattel; or (2) up to the original purchase price of the chattel (depends on when the claim occurs).	\$15,000	None	Chattel benefit
Temporary Disablement	Refer to Clause 8.2	Instalments due while you're temporarily disabled	\$70,000	7 days	Temporary Disablement benefit
Death or Terminal Illness	None	Total debit balance owing when you died, or on the date a medical practitioner determined you had less than 12 months to live	\$70,000	None	Death or Terminal Illness benefit
Redundancy	Employed for an average of 20 hours a week or more, and not self-employed	3 months' instalments as a single payment	\$70,000	None	Redundancy benefit
Insolvency	None	3 months' instalments as a single payment	\$70,000	None	Insolvency benefit
Beneficiary	Must not be in paid employment	3 months' instalments as a single payment	\$70,000	None	Beneficiary benefit

#### 3.5 The most we'll pay for chattels or all benefits combined

The maximum amounts we'll pay for your claim under the chattels benefit and for all benefits combined are noted below.

Benefit type Maximum amount we'll pay	
Chattels	We'll pay the lesser amount of:
	<ul> <li>the Present-Day Value (for a definition, see section 7.2 How we define Present-Day Value and determine that value)</li> <li>\$15,000</li> </ul>
	Once we've paid the lesser of the above amounts, we won't pay out on any more claims and we'll end this benefit.
All the benefits	We'll pay the lesser amount of:
combined	<ul> <li>the total debit balance owing under your finance contract</li> <li>\$70,000</li> </ul>
	Once we've paid the lesser of the above amounts, we won't pay out on any more claims and we'll end your policy.

## 3.6 You'll receive your benefit as a credit to your finance contract

We'll pay all benefits to your finance provider for credit to your finance contract.

If your finance contract is a deferred payment plan (a finance arrangement where you can start making payments under your finance contract at some specific time in the future) there will be no benefits paid until your first instalment is due. Payments will only be made if you are still eligible for the benefit at that time.

#### 3.7 We'll only pay you one benefit at a time

If you claim two benefits, we'll pay you each benefit in turn. Here are two examples that use the temporary disablement benefit to show how this payment process works.

We're paying you	What happens when	What we'll then pay
We're paying you a temporary disablement benefit	You become eligible for a death or terminal illness benefit	We'll pay your death or terminal illness benefit and stop paying your temporary disablement benefit.
We're paying you a temporary disablement benefit	You're made redundant, become insolvent, or your government-paid benefit is stopped	We'll continue paying your temporary disablement benefit until that claim ends.
		We won't also pay a redundancy or insolvency or beneficiary benefit at the same time.

## 4 COMMISSION

Your finance provider will receive a commission when this policy is sold to you.

## 5 ABOUT US

Southsure Assurance Limited ("Southsure") is a licensed insurer and the underwriter of this policy. The Reserve Bank of New Zealand supervises Southsure.

Southsure (trading as SBS Insurance) is a subsidiary company of Southland Building Society (SBS). SBS trades as SBS Bank, a registered bank in New Zealand. SBS doesn't guarantee Southsure's obligations. Contact Us if you want a copy of the latest Southsure reported financial statements.

Southsure has a financial strength rating of **BBB+** from Fitch Ratings Inc. Fitch is one of the three main credit rating agencies. The other two are Moody's and Standard & Poors. This places Southsure in the secure range of Fitch's rating scale below.

SECURE RANGE					
AAA Exceptionally strong	AA Very strong	A Strong	BBB Good		

VULNERABLE RANGE				
BB Moderately weak	<b>B</b> Weak	CCC Very weak	CC Extremely weak	C Distressed

You may see a "+" or "-" added to a rating. This shows the credit rating's relative position within its rating category.

## 6 HOW TO MAKE A CLAIM

Contact us to ask for claim form. Complete the claim form and provide supporting information. Post your completed claim form to SBS Insurance, or scan and email it to clientservices@ sbsinsurance.co.nz

You must fill out the claim form as directed and as soon as possible so your claim isn't delayed.

We do not accept electronically completed and signed claim forms.

If we're not responsible for delaying your claim, and that delay results in us not being able to accurately and fairly assess your claim, then we may decline your claim because of the delay.

## 6.1 You will need to provide evidence to support your claim

The claim form will ask you to provide more information than is set out on the form. Examples are certificates or evidence that we need to assess and process your claim. You might get such information from your employer, your medical practitioner, or a government department – we may ask for further information than that referred to in the form before accepting and assessing your claim.

The types of information we may need for each benefit are described below. You will need to pay the cost for getting this evidence and giving it to us.

Benefit type	Information we need to assess your claim
Chattels	For any theft claim: a copy of the Police Complaints Acknowledgement form.
	For any accidental damage claim: satisfactory evidence of any damage
	Proof of Purchase i.e. itemised receipt of goods
Death	Certified copy of the death certificate or coroner's report (as applicable), and/or certified copies of other identity documents (such as a current driver's licence or current passport of the deceased)

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Terminal Illness	Evidence from a suitably qualified medical specialist of how long you're expected to live
Temporary Disablement	Medical Certificate supplied by Us. The completion of all medical certificates is at your own expense
Redundancy	Evidence from your former employer that you have been made redundant (such as a letter from your employer)
Insolvency	<ul> <li>Either of these:</li> <li>from the High Court: evidence that the court has declared you bankrupt</li> <li>from the Official Assignee: confirmation that you are subject to a No Asset Procedure</li> </ul>
Beneficiary	Evidence from a government office that your government-paid benefit has stopped
For any event	Any other information we may need to be able to assess your claim

## 6.2 We may ask you for more medical information after we've accepted your claim

Once we've accepted your claim, we may ask you to provide us with further medical certificates. We may also write to your doctor, relevant medical or ACC specialists to obtain further medical history or comment. If we do, you may be required to authorise release of this information. We will pay the cost for getting this medical information and giving it to us.

Benefit payments are subject to you complying at all times with the treatment prescribed by a Doctor that you have consulted regarding your disability.

We may ask you to undergo additional medical examinations or tests to determine that you are disabled. We will pay the cost of these additional medical examinations or tests.

## 6.3 Everything you say and give to us must be true, correct and complete

You or your representative must make sure:

- all statements and information are true, correct and complete
- your claim is true and not fraudulent.

If you or your representative fails to meet these requirements, or refuses to provide any requested information, we may decide to decline your claim in part or in full or cancel your policy. If we decide to cancel your policy because of such failure, we won't refund any premium to you.

### 6.4 We'll keep your information confidential

We'll keep your information confidential and get your written authority before we disclose it to anyone else.

## 7 CHATTEL

## 7.1 We may cover you if one or more of your chattels purchased under the finance contract is stolen or accidentally damaged

We may be able to give you limited cover up to the amounts stated below if one or more of your chattels purchased under the finance contract is stolen or accidentally damaged. Contact us immediately with all related paperwork if this happens to you. We'll either repair or replace it or pay you an amount equal to the Present-Day Value of your chattel.

The Theft of the Chattel must be from a secure premise or a secure motor vehicle and for which there is substantiated evidence of a forcible entry into the premises or motor vehicle occurring anywhere in New Zealand.

There is no cover for lost or misplaced portable chattels.

## 7.2 How we define Present-Day Value and determine that value

We'll use the formula in the table below to determine the Present-Day Value of your chattel. The maximum amount we'll pay under this chattel benefit is the lesser of:

- the Present-Day Value; or
- \$15,000.

Policy year when your chattel is stolen or accidentally damaged	Present Day Value for that policy year
1st and 2nd year of the policy	The original purchase price
3rd year of the policy	50% of the original purchase price
4th year of the policy	40% of the original purchase price
5th year of the policy	30% of the original purchase price

#### 7.3 Excess Payable – Portable Chattels only

For accidental damage or theft of portable chattels within the first two years of the policy, an excess of 10% of the purchase price will apply with the maximum excess capped at \$200. The excess is the amount you must contribute toward a claim for each event that occurs.

#### 7.4 How we determine whether to repair or replace a chattel

We base our decision on what year the theft or accidental damage occurred.

If the theft or accidental damage occurs within the first two years of the policy, we'll decide whether to:

- repair it, or
- replace it with a chattel of similar or better specifications as the original, or
- pay you the lesser of an amount equal to the original purchase price or \$15,000.

If the theft or accidental damage occurs after the first two years of the policy, we'll decide whether to:

- repair it
- pay you the lesser of an amount equal to the Present-Day Value or \$15,000

#### 7.5 We won't pay a chattel benefit in five specific situations

We won't pay for any loss or expense which you may suffer or incur because of theft or accidental damage to the chattel. *For example: your bike is stolen, and you are unable to get to work, we will not cover the cost of public transport. We will not cover the cost of data retrieval from stolen or damaged electronic devices.* 

We won't pay a chattel benefit if the accidental damage or theft happened before or during delivery or installation of the chattel

We won't pay a chattel benefit if the theft or accidental damage happened whilst the chattel had been rented out, lent or given away, or purchased for a family member or other person not residing with you

We won't pay any chattel benefit for accidental damage if fire, flood or other natural disaster caused the accidental damage to the chattel

We won't pay any chattel benefit for accidental damage if the accidental damage was due to any maintenance, servicing, wear and tear, gradual deterioration, restoring, cleaning, scratching, corrosion, denting, or modification

## 8 TEMPORARY DISABLEMENT BENEFIT

#### 8.1 We may cover you if you become temporarily disabled

We may be able to give you limited cover if you become temporarily disabled. If you're eligible to receive the temporary disablement benefit, we will pay the instalments that become due under your finance contract for the period you're disabled. An instalment is calculated as the outstanding balance at the start of your finance contract divided by the term of the finance contract (in months). For part months, we'll pro rate (pay a proportion of) the benefit amount for the number of days in the month that you're disabled.

#### 8.2 Two categories define 'temporary disablement'

We define 'temporary disablement' under two categories.

#### Category 1

You're working	Your temporary disablement prevents
for financial gain	you from working for at least 7 days in
for at least an	<b>a row</b> in what we consider is your usual
average of 20	occupation.
hours a week.	

You were doing soA suitably qualified medical practitionerimmediatelymust have certified you as temporarilybefore yourdisabled because you cannot do yourtemporaryusual occupation for at least 7 days in adisability.row.

### Category 2

You're not working for financial gain for at least an average of 20 hours a week. You cannot do **at least two** of the following physical activities for **at least 7 days in a row** without someone else helping you.

If you can do any of the activities on your own by using special equipment, we consider you can do that activity and this category won't apply. The activities are:

- bathing and showering
- dressing and undressing
- eating and drinking
- using a toilet
- walking, or using a wheelchair or walking aid to move from place to place.

A suitably qualified medical practitioner must have certified you as temporarily disabled because you cannot do the above physical activities.

## 8.3 We won't pay a temporary disablement benefit in four specific situations

We won't pay any temporary disablement benefit if your temporary disablement results from any condition or action noted below.

Your illness, injury, medical condition or symptoms existed at any time during the five years immediately before the date this policy started and you consulted, received treatment or services from, or took medication prescribed by a qualified, registered medical practitioner for that illness, injury or medical condition, regardless of whether a diagnosis was made.

You had a breath or blood alcohol level of more than the New Zealand legal driving limits and licence conditions. The reading is sufficient evidence that you caused the event, on which you've based your claim, because you were under the influence of alcohol.

You contributed to the event that is the basis of your claim by taking or using drugs not prescribed for you, or by misusing drugs prescribed to you. Misuse includes failing to take the drugs for proper therapeutic or medical purposes and not following the manufacturer's directions for use.

Your temporary disablement is as a result of you taking part in criminal activity.

#### 8.4 When we'll start and stop making payments

The date you became temporarily disabled is the day you consulted your doctor and your doctor certified you as being temporarily disabled as defined above.

We won't pay anything for the first seven days of your temporary disablement. This is the benefit stand-down period. Any claim payments will begin after this period.

If your temporary disablement benefit ends and you're disabled again within three months from the same or a related cause, the stand-down period of seven days won't apply. We'll consider you temporarily disabled again and treat your benefit payments as a continuation of your previous temporary disablement.

## 8.5 We'll stop making payments when the earliest of these happens:

- you're no longer temporarily disabled
- we pay a death benefit or terminal illness benefit
- the cover under your policy ends

## 9 DEATH OR TERMINAL ILLNESS BENEFIT

#### 9.1 We may cover you if you die

We may be able to give you limited cover if you die. If you're eligible, when you die, we'll pay the total debit balance owing under your finance contract as at the date of your death. Once we've paid the death benefit, the cover under your policy will end.

## 9.2 We may cover you if you're diagnosed with a terminal illness

To get this cover, you must be suffering an illness or an injury, and a suitably qualified and registered medical professional must have determined that you have no more than 12 months to live. If they have, we'll pay the total debit balance owing under your finance contract as at the date they made that determination. Once we've paid the terminal illness benefit, the cover under your policy will end.

## 9.3 We won't pay a death or terminal illness benefit in four specific situations

We won't pay a death or terminal illness benefit if your death or terminal illness results from any condition or action noted below.

The illness, injury or medical condition relating to your death or terminal illness existed at any time during the five years immediately before the date this policy started and you consulted, received treatment or services from, or took medication prescribed by a qualified, registered medical practitioner for that illness, injury or medical condition, regardless of whether a diagnosis was made.

You had a breath or blood alcohol level of more than the New Zealand legal driving limits and licence conditions. The reading is sufficient evidence that you caused the event, on which you've based your claim, because you were under the influence of alcohol.

You contributed to the event that is the basis of your claim by taking or using drugs not prescribed for you, or by misusing drugs prescribed to you. Misuse includes failing to take the drugs for proper therapeutic or medical purposes and not following the manufacturer's directions for use.

Your death or terminal illness is as a result of you taking part in criminal activity.

## 10 REDUNDANCY BENEFIT

#### 10.1 We may cover you for redundancy

We may be able to give you limited cover if your employer makes you redundant.

To get this cover, at the time of your redundancy:

- you must be employed by someone else (not employed in your own business or self-employed)
- you must be a paid employee for at least an average of 20 hours a week
- your employer must have notified you in writing that you've been made redundant
- you must not have volunteered to take redundancy
- you must not have ceased employment because your work was seasonal, contractual, temporary or a trial period
- you must not have ceased employment because the work you were specifically employed for had a set time period and the work is now complete or the period has ended.
- The redundancy must not occur within the first 30 days of the finance contract

We won't pay the redundancy benefit if you knew or ought to have known on the date this policy started that you could be made redundant

## 10.2 If you're covered, we'll make your payments for three months

If you're eligible to receive the redundancy benefit, we'll apply the equivalent of three instalments as a single payment towards repayment of your finance contract. An instalment is calculated as the outstanding balance at the start of your finance contract divided by the term of the finance contract (in months).

## 11 INSOLVENCY BENEFIT

#### 11.1 We may cover you for insolvency

We may be able to give you limited cover if you become insolvent.

To get insolvency cover, either of the following must have occurred:

- the New Zealand High Court has declared you bankrupt because at least one of your creditors have asked for this
- you've entered a No Asset Procedure with the Official Assignee, and they have accepted your application.

## 11.2 We won't pay an insolvency benefit in one specific situation

We won't pay the insolvency benefit if you knew or ought to have known on the date this policy started that you could become insolvent.

## 11.3 If you're covered, we'll make your payments for three months

If you're eligible to receive the insolvency benefit, we'll apply the equivalent of three instalments as a single payment towards repayment of your finance contract. An instalment is calculated as the outstanding balance at the start of your finance contract divided by the term of the finance contract (in months).

## 12 BENEFICIARY BENEFIT

## 12.1 We may cover you if your government-paid benefit stops

We may be able to give you limited cover if you're receiving a benefit from the government and that benefit stops.

You must have been in paid employment for more than 20 hours per week to purchase this policy, this benefit only applies if you become a beneficiary after the policy commencement

To get beneficiary cover:

- you must be receiving a benefit from a government agency
- you must be getting regular weekly or fortnightly payments
- the government agency must have decided to stop your benefit
- the benefit paid by the government agency must be your only income
- the government agency must not have stopped giving you the benefit because you've started work.

## 12.2 We won't pay a beneficiary benefit in one specific situation

We won't pay the beneficiary benefit if the reason the government agency decided to stop your benefit was as a result of you taking part in criminal activity.

## 12.3 If you're covered, we'll make your payments for three months

If you're eligible to receive the beneficiary benefit, we'll apply the equivalent of three instalments as a single payment towards repayment of your finance contract. An instalment is calculated as the outstanding balance at the start of your finance contract divided by the term of the finance contract (in months).

## 13 HOW TO RESOLVE A PROBLEM IF YOU'RE UNHAPPY WITH THIS POLICY

If you're unhappy with this policy, first contact us. Our dispute resolution process can work with you to try to resolve your complaint quickly and fairly.

If you're still unhappy with this policy, you can send your complaint to the Banking Ombudsman who may be able to help. The Banking Ombudsman Scheme provides an independent service for resolving complaints. As we're a Scheme member, all our customers have free access to this service.

#### How to contact the Banking Ombudsman

0800 805 950	www.bankomb.org.nz
Level 5, Huddart Parker Building	Freepost 218002
1 Post Office Square	PO Box 25327 Featherston Street
Wellington 6011	Wellington 6146

## 14 HOW TO CANCEL THIS POLICY

You might decide this policy doesn't meet your needs. You can cancel it at any time

## 14.1 We'll repay your premium if you cancel this policy within 30 days

This policy has an extended Free Look period. This means we'll repay your premium if you cancel this policy within 30 days from the date this policy starts.

We'll only repay the amount if we've not already made a claim payment.

## 14.2 We'll repay a portion if you cancel this policy after 30 days

If you cancel this policy after the 30 days, we'll repay a portion of your premium to the date your finance contract is due to end.

To cancel this policy, contact your finance provider.

If you fail to meet your obligations under the finance contract, your finance provider can cancel this policy without consulting you and obtain a refund on your behalf.

If you repay your finance contract before the final payment date (pay up early), your finance provider can cancel this policy and obtain a refund on your behalf.

We'll pay all refunds to your finance provider for credit to your finance contract.

## 15 POLICY DEFINITIONS

- Chattel means the item(s) specified in the Finance Contract and which have been nominated as having cover under this policy
- Doctor means an appropriately qualified and registered medical professional who is acceptable to us. That person must not be You, any member of Your family, Your business partner, or anyone who is closely associated with You.
- Finance Contract means the contract You have entered into with the Policy Owner to govern the terms of repayment of a loan or payment of a conditional purchase of goods
- Policy Owner means The finance company with which You have entered into a Finance Contract and from which this Policy has been purchased
- Portable Chattel means any mobile computer, hand held electronic information, entertainment or communication device (including mobile phones and cameras), musical instrument or equipment, in-car entertainment equipment or associated accessory, sporting or recreational equipment such as bicycles, scooters and skateboards
- Redundant or Redundancy means Your Employment being terminated by your employer, the termination being attributable, wholly or mainly, to the fact that the position filled by you is, or will become, superfluous to the needs of the employer. For the avoidance of doubt, this does not include your seasonal, contractual, casual, or temporary employment being terminated
- Start Date means the date on which the Finance Contract becomes effective
- Theft means theft from a secure premises or secure motor vehicle for which there is substantiated evidence of a forcible entry into the premises or motor vehicle

We, Us, Our means Southsure Assurance Limited

You, Your means the person(s) we have agreed to cover for the benefits set out in this policy and who is named as the borrower or purchaser in the Finance Contract

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