

DRIVING PEACE OF MIND FOR OVER 25 YEARS



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Contact us on:

# **0800 JANSSEN** 0800 526 7736



#### DRIVING PEACE OF MIND FOR OVER 25 YEARS

#### Welcome,

Congratulations on the purchase of your Janssen Credit Contract Indemnity Insurance. Please take time to familiarise yourself with this material.

This policy has been written so that you can understand what is covered, what your obligations are, and the procedure to be followed should any of the Insured Events occur.

Credit Contract Indemnity Insurance can protect you and your family's financial situation in the event of the unexpected including Life (Death), Accident, Illness, Redundancy, Business Interruption, Bankruptcy, Suspension and Hospitalisation that occur during the period of insurance.

Please read this policy carefully and call us if you have any queries. This policy is administered by Janssen Claims Administration. All communications relating to claims or queries should be directed to:

Janssen Insurance Limited

0800 526 7736 (0800 JANSSEN)

## YOUR COVER

Janssen Insurance Credit Contract Indemnity Insurance covers you for the repayment of your loan obligations to the finance company (financier) if you suffer an insured event within New Zealand.

## INSURED EVENTS

## INSURED EVENT: LIFE COVER

The death of the purchaser (as at the date of death) before the Insured's 65th birthday.

Amount payable - we will pay the financier the amount outstanding under the credit contract after taking into account any early repayment adjustments, excluding any arrears as at date of death.

## INSURED EVENT: ACCIDENT

Total disablement of the purchaser from attending employment as a result of accidental bodily injury.

Amount payable - we will pay the financier any instalments that become due excluding arrears calculated on a daily basis provided that we shall not be liable for the first 7 days of such disablement.

#### INSURED EVENT: ILLNESS

Any illness unless specifically excluded which causes total disablement of the purchaser from attending employment provided the illness does not manifest within 28 days of the commencement of this cover.

Amount payable - We will pay the financier any instalments that become due excluding arrears calculated on a daily basis provided that we shall not be liable for the first 7 days of such disablement.

## INSURED EVENT: REDUNDANCY

Redundancy other than voluntary redundancy from full time employment resulting in unemployment for not less than 7 days. "Full Time Employment" shall mean working for salary or wages for a minimum of 30 hours a week. Such expression shall not apply to self-employed persons or working directors. Redundancy shall mean an excess of manpower resulting from mechanisation, rationalisation, or from a decrease in business activity, including the closing down of an enterprise or changes of plant methods, materials, or products, or reorganisation or like cause requiring a permanent reduction in the number of workers employed on other than a casual, temporary or seasonal basis. Self employed persons, seasonal workers and working directors are excluded from this indemnity. The Redundancy Benefit is available only if the Purchaser has been in continuous permanent full time employment prior to the date of redundancy and is conditional upon the Purchaser actively seeking alternative employment.

Amount payable - We will pay the financier any instalments that become due excluding arrears calculated on a daily basis, provided that we shall not be liable for the first 30 days plus statutory holidays of any period of unemployment and compensation shall be limited to 185 days thereafter.

#### INSURED EVENT: BUSINESS INTERRUPTION

Interruption to the business operated by the Purchaser as described in the Credit Contract resulting in the Purchaser being unable to carry on his/her normal business activity as a result of total physical loss or damage to the business premises, prevention of access to the business premises or failure of the essential services to the business premises required for its normal safe operation other than by natural disaster. The Business Interruption benefit is only available if the Purchaser has been operating in the same business for a period of 6 months prior to any claim being lodged.

Amount payable - We will pay the financier any instalments that become due excluding arrears calculated on a daily basis provided that we shall not be liable for the first 30 days of any period of business interruption and compensation shall be limited to 185 days thereafter.

## INSURED EVENT: BANKRUPTCY

Providing you are adjudged bankrupt by the High Court during the period of insurance pursuant to a Creditors' Petition under the Insolvency Act 1967, you were self employed and you have been trading in the same style and same business for not less than 3 years prior to the commencement of the loan agreement.

Amount payable – We will pay the financier any instalments that become due excluding arrears calculated on a daily basis provided that we shall not be liable for the first 30 days following you being adjudged bankrupt, until the earlier of: you being discharged from bankruptcy; the loan being repaid; or the end of the period of indemnity is reached or a period of 185 days. The maximum amount payable is \$10,000. In the event of a claim, you must provide written evidence from a chartered accountant and related court documents together with any other information and documentation that we reasonably require to prove the validity of your claim for Bankruptcy Cover.

## INSURED EVENT: SUSPENSION

Suspension from permanent employment which is the direct result of a lawful strike, lock-out or strike related action which occurs during the term of the policy, outside your place of employment, providing that your employer is lawfully entitled to withhold your remuneration for the period of your suspension.

Amount payable - We will pay the financier any instalments that become due excluding arrears calculated on a daily basis during the period of suspension and cover shall cease when: the loan is repaid; the period of insurance ends; or when you have been suspended for 185 days, whichever occurs first.

#### INSURED EVENT: HOSPITALISATION

Hospitalisation of the Purchaser which causes total disablement or being confined to a bed at home at the written direction of a registered medical practitioner resulting in the Purchaser's inability to attend employment.

Amount payable - We will pay the financier any instalments that become due excluding arrears calculated on a daily basis provided that we shall not be liable for the first 7 days hospitalisation.

## LIMITATIONS

You are covered under this policy subject to the following limits and conditions:

- 1. Amounts payable under this insurance are subject to a monthly limitation of \$3,300 and a maximum total limitation of \$200,000.
- With respect to variable payment and balloon payment finance contracts, the basis of payment under insured events, excluding Life Cover, shall be calculated on the amount required to be paid on at least 50% of the monthly payments specified in the Credit Contract.

## **GENERAL EXCEPTIONS**

#### **EXCLUSIONS:**

No amount shall be payable in respect of:

- 1. As a consequence of, or in any way attributable to any medical condition existing prior to the inception date of this policy.
- 2. Any occurrence consequent upon:
  - War. terrorism and related risks:
  - Natural disaster including but not limited to earthquake, volcanism, tsunami or other seismic event:
  - Redundancy due to cessation of work where the work is of a seasonal, contractual, self-employed or temporary nature or where the Purchaser is employed for a specified period or by reference to specified work and becomes unemployed at the expiration of the period or on completion of the work;
  - Redundancy, Business Interruption, Bankruptcy, Suspension or Hospitalisation that the Purchaser or Financier knew or ought to have known was possible, probable or likely at the commencement of cover.
- 3. Any occurrence caused directly or indirectly to the Purchaser whilst:
  - Engaging in air travel other than as a passenger or air crew in an aircraft fully licensed for the carriage of passengers;
  - Suffering from Mental Illness, any psychological, mental or nervous condition or disorder (this includes but is not limited to depression, anxiety, fatigue or stress related conditions);
  - Engaging in a criminal act;
  - Engaging in motor racing of any kind, parachuting, hang-gliding, or professional sporting activities;
  - Driving a vehicle under the influence of intoxicating liquor, narcotics or drugs.
- 4. Any occurrence attributable either wholly or in part to:
  - An epidemic illness or pandemic illness, or the threat or perceived threat of any such epidemic illness or pandemic illness;
  - Infection by the Human Immunodeficiency Virus, AIDS or by any sexually transmitted disease:
  - Pregnancy, childbirth or menopause;
  - Medical or surgical treatment including cosmetic surgery (except where such treatment is rendered necessary by a covered occurrence);
  - Suicide or intentional self-injury or deliberate exposure to exceptional danger (except in an attempt to save human life);
  - Mental Illness, any psychological, mental or nervous condition or disorder (this
    includes but is not limited to depression, anxiety, fatigue or stress related conditions);
  - Ionising radiations or contamination by radioactivity from any nuclear fuel:
  - Alcoholism, chemical or drug dependency;
  - Redundancy which is notified or occurs within 60 days of commencement of this indemnity.

## IMPORTANT NOTICES

## DISCLOSURE OF INFORMATION

Your Policy records a contract of insurance between you and us (Janssen Insurance). The insurance application form is deemed to be incorporated in and forms part of this Policy. In providing you with this insurance, we have relied on the information that you disclosed to us. We have also relied on you to disclose any other facts material to this insurance as required by law. If we discover that all facts material to this insurance have not been disclosed, we have the right to alter the terms and premium of this insurance or to void this insurance from its inception.

Subject to the rights set out in the Criminal Records (Clean Slate) Act 2004, you are under a duty to disclose all material information to us whether the information is asked for or not.

#### YOUR PRIVACY

This Policy collects personal information about you to evaluate the insurance you seek. Janssen Insurance Limited and the underwriter, Quest Insurance Group Limited are the intended recipient of this information, but it may also be passed on to others. We may also obtain from others information relating to this insurance for underwriting or other insurance purposes. If you give us information about someone else, you confirm you've got their permission, and their information may be treated in the same way as yours. You have the right of access to, and correction of this information, subject to the provisions of the Privacy Act 1993. The information will be held at our office. The information may be used for the purposes of marketing by us.

## PERIOD OF INSURANCE

Cover ends as soon as one of the following occurs:

- The Loan Contract is assigned, discharged, refinanced or repayments are completed;
- The Purchaser defaults on his/her loan obligations and the finance company takes steps to enforce its rights;
- The Purchaser's 65th birthday;
- Death of the Purchaser:
- 4pm on the end date shown on the policy document.

## INFORMATION

## INSURANCE AND FINANCIAL SERVICES OMBUDSMAN

The underwriter, Quest Insurance Group Limited, is a member of the Insurance & Financial Services Ombudsman Scheme (IFSO Scheme). The IFSO is an approved dispute resolution scheme that is accessible, independent, fair, accountable, efficient and effective. It is a free service for our customers. If we are unable to resolve your problem, contact the IFSO Scheme. www.ifso.nz, email: info@ifso.nz, or phone: 0800 888 202

## INSURER FINANCIAL STRENGTH RATING

The Insurance (Prudential Supervision) Act 2010 requires all licensed insurers to have a current financial strength rating that is given by an approved rating agency. The underwriter, Quest Insurance Group Limited, has been given a B (Fair) Financial Strength Rating by A.M. Best. The rating outlook is stable. The rating scale is:

A. M	. Best Rating Scale	B+	Good	С	Weak	F	In Liquidation
A+	Superior	В	Fair	D	Poor	S	Suspended
Α	Excellent	C+	Marginal	Е	Under Regulation		

Ratings from 'A+' to 'C' may be modified by the addition of plus (+) or minus (-) signs to reflect gradation of financial strength within the category. The rating scale above is in summary form. The full version of this rating scale can be obtained from www.questinsurance.co.nz

## **CLAIMS PROCEDURE**

To make a claim, please adhere to the following procedure:

- 1. Contact Claim Services on 0800 526 7736 (0800 JANSSEN) and request a claim form.
- 2. On receipt of the claim form complete all sections and return to us with all relevant information and documentation that is requested.
- 3. Authorise the release of all relevant documentation and information that is required.
- 4. Notice must be given as soon as possible following the event that has resulted in a claim but in any case within 28 days to Claim Services, 0800 526 7736 (0800 JANSSEN)
- 5. You must consult a registered medical practitioner at your cost as soon as possible after suffering an event that leads to your disablement, and if necessary keep consulting & following their advice until you are fit to resume full time employment.

## **0800 JANSSEN**

0800 526 7736

















WWW.JANSSENINSURANCE.CO.NZ

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