

Guaranteed Finance Protection – Terms and Conditions

About Your Policy

Guaranteed Finance Protection (GFP) Insurance protects **you** against potential losses, that may occur if **your** vehicle is declared a total loss, **your** claim has been settled by **your** Comprehensive Vehicle Insurance provider and there is a balance owing. To provide this coverage Beneficial Insurance Limited t/a Autolife requires a full premium payment for the term of the facility to be made by **you** before the start of the policy.

This document is the policy wording for **your** GFP Cover.

The Insurer

This insurance policy is provided by Beneficial Insurance Limited t/a Autolife. For more information about our company, other products and our financial strength rating please go to www.autolife.co.nz

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

- **Your** application
- **Your** policy wording
- **Your** current policy schedule
- 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 document in full and understand the 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.

Duty of Disclosure

You have a legal duty of disclosure when **you** apply for insurance, make changes to **your** policy or make a claim, to tell **us** everything that a prudent insurer would want to consider in deciding -

1. Whether to issue **your** policy.
2. The applicable terms and conditions of **your** policy.
3. The amount of **your** premium.
4. Whether any alterations to **your** policy will be made.

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

Coverage

1. **We** will pay **your** financier the shortfall between the total loss settlement and the outstanding amount **you** owe **your** financier for the vehicle loan if **your** motor vehicle is declared a total loss. The amount that **we** will pay **your** financier is subject to the amount specified in **your** insurance policy and subject to the terms and conditions of that policy.
2. If the Amount Financed on the Loan Agreement includes any additional lending other than for the car, this amount will be deducted from any amount payable.
3. If the claim is accepted, Beneficial Insurance Limited will make a payment directly to the finance company. No funds can be paid directly to the insured and all payments will be made in New Zealand Dollars.

4. If the original credit contract is in the name of more than one person, the cover under this Policy shall only apply to the payments that the insured person named in this Policy is liable to pay to the Finance Company under the Credit Contract.
5. The provisions of this Policy confer benefits on the Finance Company and are enforceable by the Finance Company, under the Contract and Commercial Law Act 2017.

What you are not insured for

There is no cover if -

1. **You** don't pay the full premium payment due to Beneficial Insurance Limited.
2. If **you** don't have or retain Comprehensive Vehicle Insurance for the car noted on this policy.
3. If **your** vehicle insurer does not pay the full market value of **your** vehicle when **your** vehicle is declared a total loss.
4. In respect of any Total Loss that happens after the maturity date of the Credit Contract as per the credit contract.
5. If there is no Shortfall after the Vehicle Insurer has settled **your** claim.
6. If the Vehicle insurer does not settle a claim under **your** Comprehensive Vehicle Insurance Policy.
7. **You** have assigned any rights under the Policy to another party.

In calculating the amount **we** will pay to **your** financier, the following **will not** be included -

1. Any excess, premium or additional payments due under **your** comprehensive vehicle insurance policy.
2. Any arrears, penalty payments or interest, rebatable items, or any additional costs arising from a variation to **your** original loan contract.

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. This policy would then be cancelled and **you** will forfeit all rights under the policy.

Making A Claim

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

1. Notify the police if it appears that the claim arises from an illegal act.
2. Call us on 0800 288 654 to request a claim form or send an email to claims@autolife.co.nz
3. In order for us to assess your claim, you will be required to fully complete our claim form.
4. Provide **us** with written statements, certificates and any other supporting information that **we** may require, at **your** expense; and
5. Assist us with **your** claim in any way **we** request.

We may require **you** to authorise the disclosure of information to us that may be relevant to **your** claim, including information held by **your** financier or vehicle insurer.

We have the right to make any reasonable enquiries in relation to **your** claim.

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.

Claim Limits

The maximum amount payable to the financier in an approved claim under this policy covering the shortfall, owed to the financier, is equal to the amount of cover which **you** have chosen. The options **you** could have chosen when **you** took out the policy were \$2,500, \$5,000, \$7,500, or \$10,000.

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 -

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

Accuracy of Statement and Fraud

All statements and answers made by **you** or on **your** behalf in the application for this insurance, when making changes to it or in any claim **you** submit 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;

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

Amounts

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

Change in Circumstances

You must notify **us** immediately if there are any material changes to any circumstances that existed when **you** took out **your** policy. If **you** fail to do so, then **you** are liable to repay **us** any payments.

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.

Definitions

Arrears means **your** loan payment obligations to **your** financier that are overdue (should have been paid earlier). This includes any penalties, fees and/or interest charges in relation to **your** arrears. This is a standard contract clause.

Autolife means the trading name for Beneficial Insurance Limited.

Beneficial Insurance Limited means the Insurance provider.

Comprehensive Motor Vehicle Insurance means an insurance policy covering **your** vehicle for its market value at the time of purchase and remaining in force during **your** period of insurance against accidental loss, damage, theft and legal liability for damage caused to property owned by other people.

Credit Contract means the original finance contract that **you** have entered into with the Finance Company to finance the Motor Vehicle as referred to in the policy schedule.

Cover Amount means the specified level of cover **you** have chosen for this policy.

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

Market Value means the reasonable market value of the motor vehicle. As this is a shortfall policy, an agreed value policy completed between the insured and the insurer does not apply.

Motor Vehicle means the Motor Vehicle that is referred to in the Policy Schedule.

Vehicle Insurer means the company that is providing the Purchaser with Comprehensive Motor Vehicle Insurance.

Policy means this insurance policy.

Policy Schedule means the schedule that Beneficial Insurance Limited issues to the Purchaser / Insured outlining the full details of cover provided under the Policy.

Premium Payment means the insurance payment by **you** to **us**, in consideration for this insurance policy.

Purchaser means the person that is referred to in the Policy Schedule.

Shortfall means the difference between the amount paid out by the Vehicle Insurer for Total Loss and the balance owing on the original Credit Contract (less any arrears owing on the Credit Contract and any excess deduction or deduction for unpaid premiums prior to the Total Loss of the Motor Vehicle).

Total Loss means where the Vehicle insurer verifies that the Motor Vehicle is a total loss because -

- a) the Motor Vehicle is deemed to be uneconomical to repair due to the condition of the vehicle; or
- b) the Motor Vehicle having been stolen and is either not retrieved or if retrieved is not economical to repair.

Us/We means Beneficial Insurance Limited.

Regulatory Information and Financial Strength Rating

Beneficial Insurance Limited is **licensed to carry on insurance business in New Zealand** under the Insurance (Prudential Supervision) Act 2010. This means we meet the regulatory requirements set by the Reserve Bank of New Zealand for insurers, giving you confidence that we are a legitimate and supervised insurance provider in NZ.

All licensed insurers are required to have a financial strength rating (FSR) from a rating agency authorised by the Reserve Bank of New Zealand. Beneficial Insurance Limited has been rated B++ Outlook Stable by AM Best Company. The AM Best Company FSR scale is as follows:

Secure: A++, A+ (Superior), A, A- (Excellent), B++, B+ (Good)

Vulnerable: B, B- (Fair), C++, C+ (Marginal), C, C- (Weak), D (Poor), E (Under Regulatory Supervision)