

Gem Personal Loans Repayment Protection Insurance

A helping hand when you need it most.

Policy Document.

All you need to know about insurance for your personal loan.



The issuers are Hallmark Life Insurance Company Ltd. **(Hallmark Life)** and Hallmark General Insurance Company Ltd. **(Hallmark General)** (incorporated in Australia and operating in New Zealand). Latitude Financial Services Limited, is the **credit provider** for the **Loan**.

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It pays to be prepared.



Repayment Protection Insurance.

Taking care of you, and your family.

We understand that a lot depends on your income. So, if you are suddenly out of work or unable to work because you're sick or injured, with Repayment Protection insurance you can feel confident about making your loan repayments.

And if you should die, or if you're diagnosed with a terminal illness that will result in your death within 12 months, we'll pay off the outstanding balance on your loan. This could help your family focus on getting through a very difficult time.

Why is this brochure important?

This booklet explains Repayment Protection Insurance, an optional cover for your Gem Personal Loan. It includes important information about:

- what Repayment Protection Insurance covers, and what it doesn't cover,
- how much it costs,
- how to make a claim,
- the terms and conditions of your policy.

Please read it carefully and keep it in a safe place in case you need to make a claim.

You may be able to arrange insurance through other insurers, and can do so if you wish.

Repayment Protection Insurance at a glance.

Repayment Protection Insurance includes two different types of cover;

Repayment Cover, which includes cover for:



Involuntary Unemployment



Disability



Life Cover,
which includes a terminal illness benefit.

See page 7 for more details.

If you unexpectedly lose your job	Repayment Cover – Involuntary Unemployment 	Pays your monthly loan repayments, up to \$1,500 per month for up to 6 months
If you're sick or injured and can't work	Repayment Cover – Disability 	Pays your monthly loan repayments, up to \$1,500 per month until you return to work
If you should die or are diagnosed with a terminal illness that will result in your death in less than 12 months	Life Cover 	Pays off your loan in full, up to \$50,000

How we can help you.

Here are just a few examples of situations where Repayment Protection Insurance can make all the difference to you.

You are unexpectedly made redundant.

We'll cover your monthly loan repayments (up to \$1,500 a month) while you look for a new job – even if you receive a redundancy payout.

Your son is severely injured in an accident, and you have to leave your job to care for him full time while he recovers.

We'll pay your monthly loan repayments for up to 6 months, so you can focus on supporting him through his rehabilitation rather than worrying about finances.

You become seriously ill and are unable to work for 10 months.

While you're ill, we'll cover your monthly loan repayments, so you can concentrate on getting better.

You are diagnosed with a terminal illness with 6 months to live.

We will pay the outstanding balance of your loan off when your terminal illness diagnosis is made, ensuring you can receive the comfort and care you need.

Repayment Protection Insurance Policy

This policy explains Repayment Protection Insurance cover and provides important information about any limits to the cover and exclusions.

We ask that you read the information carefully and keep it in a safe place in case you need to contact us or make a claim.

The insurers for Repayment Protection Insurance are:

- Hallmark Life for Life Cover; and
- Hallmark General for Repayment Cover.

Hallmark Life and Hallmark General are members of the Latitude group of companies.

You can contact Hallmark Life and Hallmark General toll-free on 0800 220 999 or by writing to PO Box 108022, Symonds Street, Auckland 1150.

Cover is only provided under this policy where a premium is shown in the Credit Details section of the **Personal Loan Contract and Disclosure Statement**. The **Personal Loan Contract and Disclosure Statement** also shows the cover(s) you have chosen, that is, Life Cover, Repayment Cover, or both.

Repayment Protection Insurance and how it works

Repayment Protection Insurance covers your **Loan** obligation if you lose your job unexpectedly, become too ill to **work** or you die. Subject to the terms of the policy and in consideration of payment of the premium referred to above, Repayment Protection Insurance will:

- pay out the **Loan** with the **credit provider** if you die or are diagnosed with a terminal illness (**Life Cover**);
- pay your monthly **Loan** repayments if you cannot **work** due to a **disability** or **involuntary unemployment**, including a benefit if you give up **work** to care for a family member, your business stops trading, your partnership dissolves or in the event of your bankruptcy (**Repayment Cover**).

All benefit payments are paid to Latitude Financial Services Limited to reduce or pay out the **Loan** referable to the Loan Number in the **Personal Loan Contract and Disclosure Statement** (“**Loan**”).

1. Our agreement with you

You have paid or agreed to pay the premium set out in the **Personal Loan Contract and Disclosure Statement** and we have agreed to provide you with the insurance cover set out in this policy.

We issue the policy relying on:

- you being at least 18 years of age at the commencement of this policy,
- you having been truthful and honest in your dealing with us.

2. Who is covered - single and joint cover

Where there is one person covered for Repayment Protection Insurance (single cover), and you are the only customer under the **Loan**, your name will appear in the Credit Details section of the **Personal Loan Contract and Disclosure Statement**.

When both customers' names appear in the Credit Details section and the Repayment Protection Insurance section of the **Personal Loan Contract and Disclosure Statement**, both of you are covered for Repayment Protection Insurance (joint cover).

Where joint cover is selected, the policy benefits apply if either of you claim. Because joint cover provides protection for the advance amount and your monthly **Loan** repayments, regardless of whether either of you claim, or you both claim at the same time, the benefit paid will never be more than the advance amount borrowed for Life Cover and the monthly repayment for Repayment Cover.

3. Life Cover

If you die, or if you are diagnosed as suffering a medical condition that will result in your death in less than 12 months (**terminal illness**) we will pay the amount that is outstanding under the **Loan**, at the date of death or date of diagnosis of the **terminal illness**, up to a maximum of \$50,000.

4. Repayment Cover

4.1 The Disability benefit

If you have been **working** and become **disabled** as a result of a **sickness** or **injury**, we will pay the monthly repayments that fall due under your **Loan**, during the period that you are **disabled** (excluding repayments, or any other amounts, due but not paid at the date of **injury** or **sickness**).

- The maximum monthly repayment we will pay is \$1,500,
- The maximum we will pay in total under a **Disability** benefit is \$50,000.

We will not pay a **Disability** benefit:

- for the first 14 consecutive days of disablement,
- if you fail to seek medical advice or to undertake treatment from a **medical practitioner** continuously (where required) while you are **disabled**,
- if you are already receiving a benefit for **Involuntary Unemployment**,
- if you have returned to **gainful occupation**.

The **Disability** benefit is calculated on a daily basis, that is, 1/30th of the monthly repayment amount under the **Loan** for each day of **disability**.

4.2 The Involuntary Unemployment benefit

If you have been **working** and are made **involuntarily unemployed** and are unable to obtain replacement **work**, we will pay up to 6 monthly repayments that fall due under your **Loan** (excluding repayments, or any other amounts, due but not paid at the date of unemployment), whilst you remain unemployed.

- The maximum monthly repayment amount we will pay is \$1,500.
- After each claim for **Involuntary Unemployment**, you must have returned to **work** for at least 3 consecutive months to be eligible for a further claim.

We will not pay an **Involuntary Unemployment** benefit:

- for the first 14 consecutive days of **continuous unemployment**. If you were not **working** continuously for 12 months prior to becoming unemployed, we will not pay a benefit for the first 60 consecutive days of **continuous unemployment**,
- if you are already receiving a benefit for **Disability**,
- if you have returned to **gainful occupation**.

The **Involuntary Unemployment** benefit is calculated on a daily basis, that is, 1/30th of the monthly repayment amount under your **Loan** for each day of **involuntary unemployment**.

5. Policy Benefit Limits

The maximum we will pay for all benefits in total under this policy is \$50,000.

5.1. Cover provided under a previous policy

In some circumstances your claim would not (but for this clause) have been covered under this policy because the event for which you are claiming occurred before the commencement of the policy. However, in these circumstances if you had a previous loan for which the **Loan** is a refinance and you held a Repayment Protection Insurance (or an alternative consumer credit insurance policy) with us for the previous loan, we will not deny your claim if we would have paid your claim under the previous policy.

6. What is not covered (Exclusions)

There is no cover under this policy for claims that are either directly or indirectly caused by, or arising from, the following:

6.1 For Life

- Death or **terminal illness**, as a result of a **sickness** or disease for which you have had symptoms, advice or treatment from a **medical practitioner** within the 12 months before the commencement of the policy and you require treatment for the same condition within the 12 months after the commencement of the policy.

6.2 For Disability

- **sickness** or **injury** for which you had symptoms, advice or treatment from a **medical practitioner** within the 12 months before the commencement of the policy and you require treatment for the same condition within the 12 months after commencement of the policy,
- you take part in a criminal activity, whether or not convicted.

6.3 For Involuntary Unemployment

- you knew at the commencement of this policy that it was likely, or possible that you would be dismissed or retrenched, your business would cease to trade or your partnership would be dissolved, or that you would be declared bankrupt,
- you resign, accept early retirement or you abandon your employment,
- you come to the expected end of your employment contract, or specified task or period, and your employment ceases,
- you ceased **casual or temporary employment**,
- you become unemployed due to your deliberate or serious misconduct,
- you take part in a strike, or are involved in a lockout,
- you take part in a criminal activity, whether or not convicted,
- if you were in a business partnership and your status as a partner was automatically discontinued under law or under the relevant partnership agreement,
- you become unemployed due to **sickness** or **injury**, or
- your unemployment is due to you having to provide regular and sustained care and assistance to a family member for a condition or **disability** where the family member had symptoms, advice or treatment from a **medical practitioner** within the 12 months before the commencement of the policy and requires treatment for the same condition within the 12 months after the commencement of the policy.

7. When the policy starts and ends

The policy starts on the commencement date of the **Loan** and ends (and we stop paying benefits) when the first of the following occurs:

- the **period of insurance** expires,
- the **Loan** ends, or is paid out, discharged or **refinanced**,
- the policy is cancelled either by you, by us, or by the **credit provider**,
- you no longer live in New Zealand (unless we agree to continue the policy),
- we pay the maximum benefit under the policy.

8. The Premium

The premium you have paid is shown in the Credit Details section of the **Personal Loan Contract and Disclosure Statement**. It has been calculated based on the advance amount you borrowed and the term of the **Loan**.

Interest will apply to the total advance amount, which includes the Repayment Protection Insurance premium.

Refunding the Premium

If the policy is cancelled or ends, we refund the premium for the unused portion of the period of insurance to the **Loan**. In calculating the refund, a greater proportion of the premium is allocated to the earlier months to reflect the higher outstanding balance on the **Loan** account during those earlier months, and a lesser proportion of the premium is allocated to the later months when the outstanding balance has decreased.

9. Making a claim

We believe that making an insurance claim should be straightforward. There are a number of ways you can submit your claim to us. To make a claim you can:

- Go to **gemfinance.co.nz/insurance** and submit your claim online or you can download, complete and send the claim form back to us; or
- Call us on **0800 220 999** and depending on the circumstances you may be able to submit your claim over the phone, or we can send a claim form to you.

You must submit your claim to us as soon as you can and we'll tell you what additional information we may need to support your claim. These could include:

9.1 In respect of Death – evidence of death, or diagnostic evidence of a **terminal illness**.

9.2 In respect of Disability – a medical certificate and/or report from your treating doctor or specialist **medical practitioner**. We may also require you to undergo a medical examination, at our cost, by a doctor we nominate who will report to us.

9.3 In respect of Involuntary Unemployment – evidence from your employer that you have been made unemployed involuntarily and satisfactory proof of your inability to gain replacement **work**, or evidence that you have left your job to care for a family member.

If you are **self-employed** or in a business partnership, we will require you to provide satisfactory proof that the business has ceased trading, the partnership has been dissolved, or an official notice of bankruptcy.

9.4 In respect of Disability or Involuntary Unemployment – in addition to completing the original claim form, in order to continue receiving monthly claim benefits, you must continue to provide us confirmation for each month or part of a month in which you are Disabled or Involuntarily Unemployed and send it to us within 3 months of the relevant month or part of a month.

While you remain **disabled** we may also require further medical evidence from your **medical practitioner** from time to time. If you, or anyone acting on your behalf, make any false or fraudulent statement in relation to the claim, we may choose to decline to pay the claim and the benefits under the policy will be forfeited.

What you can expect when making a claim

Your claim will be looked after by us so any correspondence you receive will be from Latitude Insurance, the trading name of Hallmark Life and Hallmark General.

We understand that if you make a claim you will want to get it sorted out quickly, and we are committed to providing a high level of service.

We undertake to:

- make a decision on your claim within 10 business days of receiving all the necessary information,
- make claim payments to your Loan account within 3 business days of your claim being approved, and
- return any calls you make to us within 1 business day of receiving your enquiry.

10. If you have a Complaint

If you have a complaint, please contact us first. We have a free internal dispute resolution procedure, which you can access by telephoning 0800 220 999 or by writing to Latitude Insurance, PO Box 108022, Symonds St, Auckland 1150.

If your complaint is not resolved in this way, you may contact the Insurance & Financial Services Ombudsman Scheme on 04 499 7612 (free call 0800 888 202) or in writing to PO Box 10-845, Wellington 6143, New Zealand.

We have a brochure 'Do you have a complaint relating to insurance?' which contains further details of these procedures. A copy is available on request.

Hallmark General follows the Fair Insurance Code. You can refer to this Code by visiting the Insurance Council of New Zealand's website at www.icnz.org.nz

11. Cancelling the policy

Repayment Protection Insurance is completely optional, so you can cancel it at any time and obtain a premium refund for the unused portion of the **period of insurance**.

Cancelling within the cooling-off period

If you change your mind within 30 days of the commencement date of the **Loan**, you can cancel the policy and obtain a full premium refund, without charge, by telephoning or by writing to us. However, you cannot obtain a refund if you have made a claim. The refund will be applied to your **Loan**.

Cancellation by you after the cooling-off period

You can also cancel the policy at any time after the cooling-off period by telephoning or by writing to us. The cancellation takes effect from the day when we receive your request, and you may be entitled to a refund of premium for the unused portion of the **period of insurance**. The refund will be applied to the **Loan** account to reduce the outstanding balance.

Cancellation by the credit provider

Where your repayments on the **Loan** have fallen behind and you are in default, the **credit provider**, on your behalf, can also cancel the policy. You will be entitled to a refund of premium of the unused portion of the **period of insurance**, which will be applied to the **Loan** to reduce the outstanding balance.

Cancellation by us

In some circumstances allowed by law, we can cancel your policy. In these events, we will give you written notice of the cancellation.

Cancelling your joint cover

Where there is more than one person covered for Repayment Protection Insurance, we may accept instructions from either persons to cancel the policy, by telephoning or notifying us in writing. When a joint policy is cancelled, it cancels the insurance for both customers under the **Loan**. We will apply any premium refund to the **Loan** to reduce the outstanding balance.

12. Definitions

Some of the words and phrases used in this policy wording have special meaning wherever they appear. They are defined below:

casual and temporary employment means employment where your job is short-term, irregular and uncertain and where you are not guaranteed regular **work** for either your hours or days on an ongoing basis, and you have no guarantee of future employment and are not entitled to either paid holiday leave or paid sick leave.

continuous unemployment means a period of **involuntary unemployment** which continues without interruption and for which you are in receipt of unemployment benefits from Work and Income NZ or, if you are ineligible for unemployment benefits, then you being able to provide evidence of job seeking.

credit provider means Latitude Financial Services Limited, and its successors and assigns.

the **customer(s)** means a person or persons who must be at least 18 years of age and whose name(s) appear as the **customer(s)** in the **Personal Loan Contract and Disclosure Statement**.

disabled, disability means you being entirely prevented due to injury or sickness from engaging in all the duties of an occupation for which you are reasonably suited by education, training or experience. A **medical practitioner** acceptable to us must certify the disability.

gainful occupation means any activity or function performed for reward, compensation or profit.

injury means an injury caused solely and directly by violent, accidental, external visible means.

the **insured, insureds** means the person(s) identified as the customer(s) in the **Personal Loan Contract and Disclosure Statement** and whose name(s) appear(s) under the section headed Repayment Protection Insurance in the **Personal Loan Contract and Disclosure Statement**.

involuntary unemployment

if you are in paid employment, involuntary unemployment means:

- loss of employment as a result of being terminated or made redundant by your employer, where the loss of employment is not of a voluntary nature,
- loss of employment because you accept the terms of a redundancy offered by your employer, due to organisational downsizing or restructuring,
- you leave your job to provide regular and sustained care for a family member without receiving an income (other than a Work and Income New Zealand benefit), where the condition or

disability which caused this need to care, occurred after the policy commenced.

if you are employed on a contract basis, or for a specified task or period, involuntary unemployment means loss of employment prior to the expiry date of the contract as a result of being made redundant by your employer, where the loss of employment is not of a voluntary nature.

if you are self-employed, or in a business partnership, involuntary unemployment means you stop working and one of the following applies:

- you cease to trade due to actual or imminent insolvency or business factors beyond your reasonable control, or
- your business is wound up or placed in the hands of an insolvency practitioner, or
- for partnerships – you start to dissolve the partnership or your status as a partner is discontinued without your actual or implied consent, agreement or approval (such as being voted out of a partnership without your consent) and you cease to work in connection with that business,
- the High Court of New Zealand, in accordance with the Insolvency Act 2006 or any other amending or superseding legislation, declares you bankrupt.

medical practitioner is a person legally qualified and registered to practice medicine in New Zealand (other than your immediate family).

Personal Loan Contract and Disclosure Statement means the **Loan** contract between the **credit provider** and the **customer(s)**, to which this insurance policy relates.

period of insurance means the period starting on the commencement date of the **Loan** and finishing at the time stated in the **Personal Loan Contract and Disclosure Statement**.

refinance, refinanced means paying off an existing **Loan** with Latitude Financial Services Limited with the proceeds of the **Loan**.

self-employed, self-employment means a person who is not an employee (other than an employee of his or her own company), and who carries on a business, whether alone or with another person or people, in New Zealand.

sickness means an illness or disease that first becomes evident during the **period of insurance**.

we, us, our

- for Life Cover (including terminal illness) – Hallmark Life.
- for Repayment Cover (including Disability and Involuntary Unemployment) – Hallmark General.

We are also known under the business name of Latitude Insurance.

work, working means continuous and regular employment for salary or wages including self-employment, partner in a partnership, full-time, part-time, or contracted for a specified period or task (e.g. Seasonal). It does not include **casual or temporary employment**.

you, your means the person(s) whose name(s) appear(s) in the **Personal Loan Contract and Disclosure Statement** under the section headed Repayment Protection Insurance.

These defined terms have been bolded throughout the policy wording, except for the defined terms “we, us, our, you and your”.

13. Other Policy terms and conditions

13.1 Assignment

We may assign this policy and/or any benefits received under it to any person. You cannot assign any rights or benefits you may have under this policy or the proceeds of this policy.

13.2 Governing Law

This policy is governed by the laws of New Zealand.

14. Other Important Information

14.1 Insurer Financial Strength Rating

Hallmark Life and Hallmark General have both received Insurer Financial Strength Ratings of BBB+ from Standard & Pools.

Insurer Financial Strength Ratings*

Category	Definition
AAA	An insurer rated 'AAA' has extremely strong financial security characteristics. 'AAA' is the highest insurer financial strength rating assigned by S&P Global Ratings.
AA	An insurer rated 'AA' has very strong financial security characteristics, differing only slightly from those rated higher.
A	An insurer rated 'A' has strong financial security characteristics but is somewhat more likely to be affected by adverse business conditions than are insurers with higher ratings.
BBB	An insurer rated 'BBB' has good financial security characteristics but is more likely to be affected by adverse business conditions than are higher-rated insurers.
BB, B, CCC, and CC	An insurer rated 'BB' or lower is regarded as having vulnerable characteristics that may outweigh its strengths. 'BB' indicates the least degree of vulnerability within the range; 'CC' the highest.
BB	An insurer rated 'BB' has marginal financial security characteristics. Positive attributes exist, but adverse business conditions could lead to insufficient ability to meet financial commitments.
B	An insurer rated 'B' has weak financial security characteristics. Adverse business conditions will likely impair its ability to meet financial commitments.

CCC	An insurer rated 'CCC' has very weak financial security characteristics and is dependent on favourable business conditions to meet financial commitments.
CC	An insurer rated 'CC' has extremely weak financial security characteristics and is likely not to meet some of its financial commitments.
R	An insurer rated 'R' is under regulatory supervision owing to its financial condition. During the pendency of the regulatory supervision, the regulators may have the power to favour one class of obligations over others or pay some obligations and not others. The rating does not apply to insurers subject only to nonfinancial actions such as market conduct violations.
SD or D	<p>An insurer rated 'SD' (selective default) or 'D' is in default on one or more of its insurance policy obligations but is not under regulatory supervision that would involve a rating of 'R'.</p> <p>The 'D' rating also will be used upon the filing of a bankruptcy petition or the taking of similar action if payments on a policy obligation are at risk. A 'D' rating is assigned when S&P Global Ratings believes that the default will be a general default and that the obligor will fail to pay substantially all of its obligations in full in accordance with the policy terms.</p> <p>An 'SD' rating is assigned when S&P Global Ratings believes that the insurer has selectively defaulted on a specific class of policies but it will continue to meet its payment obligations on other classes of obligations. An 'SD' includes the completion of a distressed exchange offer. Claim denials due to lack of coverage or other legally permitted defenses are not considered defaults.</p>
NR	An insurer designated 'NR' is not rated.

*Ratings from 'AA' to 'CCC' may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories.

14.2 Overseas Policyholder Preference

An overseas policyholder preference applies to Hallmark General. Under Australian law, if Hallmark General is wound up, assets in Australia must be applied to its Australian liabilities before they can be applied to overseas liabilities. To this extent, New Zealand policyholders may not be able to rely on Hallmark General's Australian assets to satisfy New Zealand liabilities.

Disclosure Statement – Financial Advisers Act 2008

The information provided in this statement is important and may assist you in selecting a financial services provider or if you have a concern, problem or complaint in relation to our products or services.

What sort of adviser are we?

Latitude Finance Services Limited (“LFSL”) is the credit provider for your Gem Personal Loan. The credit provider is a Qualifying Financial Entity (“QFE”) under the Financial Advisers Act. It does not provide any licensed services other than as a QFE. LFSL employees and any nominated representatives (together “advisers”) may provide you with financial advice relating to its products and services including Repayment Protection Insurance. LFSL is responsible for any such advice and must ensure that its advisers exercise care, diligence and skill in providing that advice to you.

Our contact details:

Latitude Finance Services Limited,
8 Tangihua Street, Auckland 1140 or
PO Box 4058, Shortland Street, Auckland 1010
Telephone: 0800 321 010

Our products and services

LFSL offers consumer credit products including personal loans, credit cards and insurance. The products may be provided by LFSL, its related companies, or third parties with which LFSL has agreements to sell their products. Advisers may receive commissions for selling these products.

What to do if something goes wrong?

If you wish to make a complaint about our products or services, we have a free internal dispute resolution procedure, which you can access as follows:

Telephone: 0800 735 192
Write to: LFSL, PO Box 4058, Shortland Street, Auckland 1010
Attn: Customer Resolution Team

Please note that if you have any concerns about Repayment Protection Insurance or the insurers, these should be referred directly to the insurers at:

Telephone: 0800 220 999
Write to: Latitude Insurance, PO Box 108022,
Symonds Street, Auckland 1150

If you have followed our internal dispute resolution procedure and your complaint remains unresolved you may refer the matter to the Insurance & Financial Services Ombudsman Scheme (‘IFSO Scheme’). This scheme is independent, impartial and free to consumers. Contact details are:

Telephone: (04) 499 7612
Email: info@ifso.nz
Write to: IFSO Scheme, PO Box 10-845, Wellington 6143, New Zealand

How is LFSL regulated?

LFSL is licensed and regulated by the Financial Markets Authority to provide financial adviser services. You can check the status of LFSL as a QFE at www.fspr.govt.nz. The Financial Markets Authority provides information about financial advisers and you may report information about LFSL or its advisers to the Authority. Contact details are:

Telephone: +64 4 472 9830
Website: www.fma.govt.nz
Write to: Financial Markets Authority, PO Box 1179, Wellington 6140

This disclosure statement is dated as at April 2016.

Talk to us today.

Call 0800 220 999

Visit gemfinance.co.nz