

# Gem Visa Shopper's Protection

Everything you need to know about  
this credit card insurance.



Product Information  
Booklet and Policy

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).

# Contents

## Shopper's Protection

Introduction	3
Shopper's Protection – at a glance	4-5
Your questions answered	6-7
<b>Product Information and Policy</b>	
<b>Overview:</b>	
Why is this booklet important?	8
What is Shopper's Protection and how does it work?	8
<b>Important Details:</b>	9
<b>Benefits:</b>	
What does Shopper's Protection cover?	9
Shopper's Cover Benefits	10
Balance Cover Benefits	11
Important Information	12
<b>Exclusions:</b>	
Price Protection	12
Merchandise Protection	13
Stolen Card	13
Disability	13-14
Involuntary Unemployment	14
<b>Cancellations:</b>	
Cancelling your policy	14
When the policy ends	14
<b>Premiums:</b>	
How much does Shopper's Protection cost?	15
<b>Claims:</b>	
How do I make a claim?	15-16
<b>Complaints:</b>	
What to do if you have a complaint	16
<b>Definitions:</b>	16-18
<b>Privacy:</b>	
Privacy notice and consent	18-19
<b>Other Terms:</b>	
Other policy terms	19
<b>Other Important Information:</b>	
Insurer Financial Strength Rating	19
Overseas Policyholder Preference	20
<b>Disclosure Statement – Financial Advisers Act 2008</b>	<b>21</b>

Shopper's  
Protection  
insurance takes  
the worry out  
of all kinds of  
purchases on  
your Gem Visa,  
when you shop.  
It's like having a  
friend who'll  
come to your  
rescue when  
things go wrong

## Shopper's Protection for your Gem Visa



# Peace of mind when you shop

Shopper's Protection insurance takes the worry out of all kinds of purchases on your Gem Visa, when you shop. It's like having a friend who'll come to your rescue when things go wrong. Things like...

**Ouch!** You've just seen your new TV on sale for \$200 less than you paid. No more post-sale blues! We'll reimburse the difference.\*

**Oops!** You've dropped and broken your new laptop. Don't worry – we'll pay for the cost of repair or replacement.\*

**Uh oh!** You've just come back from an expensive holiday to find out you've been made redundant.

Don't panic! We'll pay off your credit card closing balance if you don't start a new job within 90 days.\*

There are many other ways our Shopper's Protection insurance can give you peace of mind, whether it's by shopping smarter, making sure your new purchases are covered for loss or damage, or protecting you financially if you become seriously ill, injured, unemployed or die.

You'll find everything you need to know inside this booklet. If you have any questions, or would like to take out a policy, please call **0800 500 505**.

\*Terms, conditions and exclusions apply – see pages 10 to 14.

# Protect your purchases and your finances

Most credit card insurance policies will cover you if you can't work due to sickness or injury, if you lose your job unexpectedly, or if you die. It's important to protect your finances in case of the unexpected.

But **Shopper's Protection** gives you all this and more, by also protecting the things you buy, when you use your card.

Shopper's Protection includes **Shopper's Cover** and **Balance Cover**.



# Shopper's Protection – at a glance

## Shopper's Cover

For peace of mind while shopping

---



- If you see an item that you purchased on your Gem Visa card on sale at a reduced price at the same store (even if it's a different location) within six months of purchase, we'll pay the difference onto your card account – because we know how annoying that is
- If a new item that you purchased on your Gem Visa card is broken, lost or stolen within six months of purchase, we'll pay the cost of repair or replacement onto your card account.
- If your Gem Visa card is stolen, we'll pay \$200 just for the inconvenience.

There are some limits on what you can claim and some items we don't cover, such as jewellery, perishables and second-hand goods. You'll find a complete list on pages 12 and 13.

## Balance Cover

For unexpected life changes

---



- If you can't work due to sickness or injury, we'll wipe your account balance – up to \$5,000.
- If you lose your job unexpectedly, or have to give up work to care for a family member, we'll wipe your account balance – up to \$5,000.
- If you die, we'll pay off your balance – up to \$20,000.

There are a few exclusions that apply – including retirement or resignation, coming to the end of a fixed term employment contract or agreed seasonal period, some pre-existing illnesses or a disability less than 30 days in duration. You'll find a full list on pages 13 and 14.

It's important to feel secure about meeting your credit card repayments, no matter what life throws at you. Shopper's Protection takes the worry out of using your card on the things that matter to you.

You'll find everything you need to know about how it works inside this booklet.

# Your questions answered

**Need some answers quickly?**

## So what is Shopper's Protection?

---

Shopper's Protection is an optional insurance that will help you meet your Gem Visa repayment obligations if you die, lose your job unexpectedly or become unfit for work. It also provides extra shopping protection for purchases made using your card, including cover for loss or damage to your purchases and reimbursing the difference if your purchase goes on sale at a reduced price.

## How can it help me?

---

If you die or are suddenly unable to work, your Gem Visa bill still needs to be paid. So Shopper's Protection takes care of that for you – and that means one less thing for you or your family to worry about. It also takes the stress out of shopping by giving you added peace of mind about your purchases.



## Shopper's Protection for your Gem Visa Card



### Am I eligible for this insurance?

---

If you have a Gem Visa account which isn't in arrears, you can take out Shopper's Protection. However, if you are in casual or temporary employment, you'll need to consider if this policy is right for you. Please ensure you read policy exclusions carefully.

### How do you calculate the premiums?

---

Premiums are calculated each month at 1% of your monthly closing Gem Visa account balance, but we won't charge you any more than \$50 per month. You'll see your premium on your statement. It's automatically debited to your card account, so you don't need to pay any extra bills. To find out more go to page 15.

### How do I make a claim?

---

Just call us on 0800 220 999 and we'll send you a claim form. You can also access information about our claims process and obtain online copies of our claim forms at: [www.gemfinance.co.nz/insurance](http://www.gemfinance.co.nz/insurance). To find out more, go to pages 15 and 16.

### Do I need to have a medical examination to take out Shopper's Protection?

---

No, you don't need to provide any medical reports when you take out your Shopper's Protection policy. So you can apply right now for instant peace of mind.

### Who is the insurer?

---

Hallmark Life is the insurer for Life Cover and Hallmark General is the insurer for Price Protection, Merchandise Protection, Stolen Card Cover, Disability Cover and Involuntary Unemployment Cover. Each insurer takes full responsibility for the whole policy.

### How can I contact you?

---

Call us on **0800 220 999**  
Monday – Friday  
10.30am to 7.00pm

Or write to us at:  
Latitude Insurance  
PO Box 108022  
Symonds St, Auckland

Fax: Admin 0800 282 646 or claims 0800 282 656

# Product Information and Policy

## Overview

### 1. Why is this booklet important?

---

This product information booklet and policy explains Shopper's Protection, an **optional insurance** that is available to Gem Visa account holders. It's important that you read the booklet to help you understand:

- what Shopper's Protection covers and what it doesn't cover
- whether you are eligible to apply
- how to apply
- how much it costs
- how to make a claim
- the terms and conditions of your policy.

The booklet will also help you make an informed decision about the product. Keep this booklet in a safe place, as you'll need it if you want to contact us or make a claim.

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

### 2. What is Shopper's Protection and how does it work?

---

Shopper's Protection protects you financially by meeting your Gem Visa obligations if you lose your job unexpectedly, become too ill to work or you die. It also provides cover against loss or damage for the things you buy, and even against certain price reductions.

Subject to the policy terms, conditions and exclusions (see pages 9 to 14), Shopper's Protection will:

- pay the amount by which a purchase on your card account is later reduced in price (**Price Protection**),
- pay the cost of repair or replacement if a purchase on your card account is later lost, stolen or damaged (**Merchandise Protection**),
- pay \$200 if your card is stolen (**Stolen Card Cover**),
- pay out the balance owing on your card account if you die (**Life Cover**), and
- pay out the balance owing on your card account if you become disabled as a result of sickness or injury (**Disability Cover**) or involuntarily unemployed (**Involuntary Unemployment Cover**).

Your premium is calculated monthly and is based on the closing balance of your credit card account. So if your balance is zero on the day your statement is printed, you will not be charged a premium that month.

You can take out Shopper's Protection after you've received your new Gem Visa card. Just call us on **0800 500 505**.

You'll find more details on how the policy works and the benefits it will provide on pages 10, 11 and 12 of this booklet.

## Important details

### 3. Cooling off period

---

If you change your mind within 30 days of receiving your policy, and you haven't made a claim, you can cancel your policy and obtain a full premium refund by phoning 0800 220 999 or writing to us.

To find out more about cancellations, go to page 14.

### 4. Your duty to tell us the truth

---

It's very important that you are honest in all your dealings with us. Otherwise you may not receive the full benefits of your policy.

### 5. Your eligibility for this cover

---

You can take out Shopper's Protection if you have a Gem Visa account, you are 18 years of age or over, and your account is not in arrears.

### 6. How to apply

---

If you wish to apply for this insurance, simply call **0800 500 505** and ask for Shopper's Protection.

### 7. When the policy starts

---

We'll send you a communication confirming you have Shopper's Protection with a date showing when your policy starts, unless we have told you that it starts on an earlier date.

## Benefits

### 8. What does Shopper's Protection cover?

---

It's important to understand exactly what Shopper's Protection will cover you for. In this section you'll find all the details about the benefits we'll pay if you need to make a claim.

## 8.1 Shopper's Cover Benefits

Cover	How it works	Limits to the cover and some examples
<p><b>Price Protection</b></p> 	<p>If you buy an item in New Zealand using your Gem Visa card, and within six months (180 days) of purchase the item is reduced in price by \$10 or more, in the same store or another store of the same name, we'll pay the difference between the purchase price and the reduced price.</p> <p>This also applies to items purchased:</p> <ul style="list-style-type: none"> <li>• for someone else as a gift, and</li> <li>• through a mail/telephone order catalogue or internet order, or</li> <li>• up to 120 days before the start of the policy.</li> </ul> <p>The item with the reduced price must be exactly the same as the item you bought, including size, colour, make and model number, attachments and accessories.</p> <p>For items purchased before the start of the policy the price reduction must occur after the start of the policy.</p> <p>Some items are not covered – see page 12</p>	<p>Each item is covered up to \$600 and we pay a maximum of \$2,000 for all items in any 12-month period.</p> <p><b>For example</b>, if you purchase an item for \$600 and then see it at a reduced price of \$400, we'd pay \$200 to your card account.</p> <p><b>For example</b>, if you purchase an item for \$600 and a couple of weeks later you decide to buy Shopper's Protection, then that purchase is covered if it goes on sale within 6 months from the day you took out the policy. So, if a week after your policy started you saw the same item reduced in price to \$400, we'd pay \$200 to your card account.</p>
<p><b>Merchandise Protection</b></p> 	<p>If you buy an item in New Zealand for more than \$10 using your Gem Visa, and within six months (180 days) of its purchase the item is lost, stolen or damaged, we'll either:</p> <ul style="list-style-type: none"> <li>• pay the original purchase price, or</li> <li>• pay the cost of repair or replacement.</li> </ul> <p>This also applies to items purchased:</p> <ul style="list-style-type: none"> <li>• for someone else as a gift and,</li> <li>• up to 120 days before the start of the policy</li> </ul> <p>For items purchased before the start of the policy the item must be lost, stolen or damaged after the start of the policy.</p> <p>Some items are not covered – see page 13</p>	<p>Each item is covered up to \$1,000. If more than one thing happens to an item (for example, it is stolen and then found damaged), we'll only pay up to \$1,000 for that item.</p> <p>If more than one item is lost, stolen or damaged at the same time, then we'll pay up to \$4,000 in total. In any 12-month period we'll pay a maximum of \$8,000 for all items.</p> <p><b>For example</b>, if you purchased an item for \$500 and then a few days later it is accidentally broken beyond repair, we'd pay \$500 to your account.</p> <p><b>For example</b>, if you purchase an item for \$600 and a couple of weeks later you decide to buy Shopper's Protection, then that purchase is covered if it is lost stolen or damaged within 6 months from the day you took out the policy. So, if a week after your policy started your item was accidentally broken beyond repair, we'd pay \$600 to your card account.</p>
<p><b>Stolen Card</b></p>	<p>If your card is reported to the police as stolen we'll pay \$200.</p>	<p>We pay a maximum of \$200 in any 12-month period.</p>

## 8.2 Balance Cover Benefits

Cover	How it works	Limits to the cover and some examples
<p><b>Life Cover</b></p> 	<p>If you die, we'll pay the balance owing on your card account at the date of your death.</p>	<p>We'll pay a maximum of \$20,000.</p> <p><b>For example</b>, if you owe \$11,000 on your account when you die, we'd pay \$11,000 to the account.</p>
<p><b>Disability Cover</b></p> 	<p>If:</p> <ul style="list-style-type: none"> <li>• you had been working at the time of your disablement, and had been doing so for at least one month, and</li> <li>• you are continuously disabled for at least 30 days and unable to work,</li> </ul> <p>we'll pay off the balance owing on your Gem Visa account at the statement date immediately before the date of the accident, injury or illness causing the disability.</p> <p>Some circumstances are not covered – see page 13</p> <p>Disability is explained on page 17</p>	<p>For any one period of disability we'll pay the balance owing up to a maximum of \$5,000.</p> <p><b>For example</b>, if you are injured in an accident or become seriously ill for more than 30 days and are unable to work, and where the balance owing on your card account on the last statement before your illness or injury is \$3,500, we'd pay \$3,500.</p> <p><b>For example</b>, if you are injured in an accident or become seriously ill for more than 30 days and are unable to work, and where the balance owing on your card account on the last statement before your illness or injury is \$6,000, we'd pay \$5,000 because the maximum benefit applies.</p>
<p><b>Involuntary Unemployment Cover</b></p> 	<p>If:</p> <ul style="list-style-type: none"> <li>• you had been working for at least 6 consecutive months when you become involuntarily unemployed, and</li> <li>• you are continuously unemployed for at least 90 days,</li> </ul> <p>we'll pay off the balance owing on your Gem Visa account at the statement date immediately before the date you were notified of your impending unemployment.</p> <p>Some circumstances are not covered – see page 14</p> <p>Involuntary Unemployment is explained on page 17</p>	<p>For any one period of involuntary unemployment, we'll pay the balance owing up to a maximum of \$5,000.</p> <p><b>For example</b>, if you are unemployed for more than 90 days and the balance owing on your card account on the last statement before you were made unemployed was \$3,000, we'd pay \$3,000.</p> <p><b>For example</b>, if you are unemployed for 8 weeks but then got another job, we wouldn't pay a benefit because you haven't been unemployed for 90 days.</p>

## 8.3 Important information about these benefits

- For Price Protection and Merchandise Protection, an item purchased using your card account for only part of the purchase price will receive a proportionate benefit. So if, for example, you pay 50% of the purchase price in cash and 50% on your Gem Visa, and you then make a claim, 50% of the benefit will apply.
- For Merchandise Protection, if only part of a set of items is lost, stolen or damaged, and the remaining part can be used separately, a proportionate benefit is calculated.
- The maximum policy benefit, in total, is \$20,000. That means you can make multiple claims, but the most we'll pay is \$20,000 in total.
- All benefits are paid to your Gem Visa account and not directly to you. This includes Price Protection, Merchandise Protection and Stolen Card benefits, even if your account has a zero balance or is in credit when the benefit is paid.
- The combined Price Protection and Merchandise Protection benefits paid for an item cannot exceed the original purchase price for that item.

## Exclusions

**Things not covered are called exclusions.  
A full list of exclusions follow in this section.**

## 9. Things not covered under Price Protection

- A price reduction of less than \$10,
- If the price reduction is due to price matching,
- If the price reduction is conditional on cash payment,
- If the price reduction is offered as part of a special deal involving other items or benefits,
- An item for which we have already paid a benefit (equal to the original purchase price paid for that item) under Merchandise Protection,
- The items listed below:

Items	Price Protection
Jewellery, precious metals and precious stones	Not covered
Cash or its equivalent (including gift vouchers, traveller's cheques, tickets, postal orders and other negotiable instruments)	Not covered
Perishable items including foodstuffs, groceries, beverages (both alcoholic and non-alcoholic) and other household consumables	Not covered
Animals and living plants	Not covered
Used and second hand items	Not covered
Special order items, tailor made items or one-of-a-kind items	Not covered
Items offered during a 'closing down', 'limited quantity', 'going out of business' or similar sale	Not covered
Items sold as floor display discounts, imperfect, seconds or damaged items.	Not covered

## 9.1 Things not covered under Merchandise Protection

- An item bought for less than \$10,
- The disappearance of an item in circumstances that are not explained to our reasonable satisfaction,
- Loss, theft or damage due to:
  - atmospheric or weather conditions, including the action of light;
  - normal wear and tear;
  - an inherent product defect in the item;
  - you or someone in your household committing an illegal act;
  - the action of insects, vermin, fungus, rust or pets;
  - electrical or mechanical breakdown;
  - maintaining, cleaning, restoring, dyeing or repairing the item;
  - using the item for business purposes;
  - you or someone in your household physically abusing or not taking reasonable care of the item; or
  - leaving it unattended in a public place, in an unlocked car, or with a person who deliberately damages it.
- The items listed below:

Items	Merchandise Protection
Watches	Not covered
Jewellery, precious metals and precious stones	Not covered
Cash or its equivalent (including gift vouchers, traveller's cheques, tickets, postal orders and other negotiable instruments)	Not covered
Perishable items including foodstuffs, groceries, beverages (both alcoholic and non-alcoholic) and other household consumables	Not covered
Animals and living plants	Not covered
Used and second hand items	Not covered

## 9.2 For Stolen Card

- If you fail to report the theft to the police, or cannot give us an incident number and the contact details of the Police Station where the theft was reported,
- If you take part in an illegal or criminal activity, or
- If you lose your card, or do not take sufficient precautions to protect the card against theft.

## 9.3 For Disability

- Any sickness or injury for which you have had symptoms, advice or treatment from a medical practitioner within 12 months before the policy began, and you require treatment for the same condition within the 12 months after the policy began,
- If you do not seek medical advice or undertake treatment for the disability,

- If you take part in a criminal or illegal activity, or
- If your condition reoccurs within any 12-month period.

## 9.4 For Involuntary Unemployment

- You became aware of your impending unemployment before the policy started,
- You are unemployed due to your deliberate or serious misconduct,
- You resign, accept early retirement, or you abandon your employment,
- Your employment is casual or temporary,
- You are engaged in seasonal work, contract work or for a specified task or period and your employment ceases at the end of that season, contract, task or period,
- You take part in a criminal or illegal activity,
- You take part in a strike or lockout,
- You are unemployed due to sickness or injury,
- You become unemployed as a result of having to provide regular and sustained care to a family member for a disability, where the family member had symptoms, advice or treatment for a medical condition within the 12 months before the policy began and requires treatment for the same condition within 12 months after the policy began.

## Cancellations

### 10. Cancelling your policy

---

**Shopper's Protection is completely optional, so you can cancel it at any time. You can cancel your policy by telephoning 0800 220 999 or writing to us, and we will stop debiting the premium to your account.**

The cancellation takes effect from the end of the statement period for your card account during which we receive your cancellation request.

We can also cancel the policy by advising you in writing, but only if you have not complied with the terms and conditions of your card account, if you don't pay your premium as required, or for any other reason allowed under the law such as making a fraudulent claim.

The cancellation will take effect from the date we advise you in writing, and we will stop debiting the premium to your account.

### 11. When the policy ends

---

The policy will cease automatically when any of the following events occur:

- your Gem Visa account is terminated or cancelled;
- you are in default under the Gem Visa account and you have not remedied that default when asked to do so;
- you cease to be a New Zealand resident;
- we pay the maximum policy benefit of \$20,000;
- the policy is cancelled by you or by us; or
- you die.

## Premiums

### 12. How much does Shopper's Protection cost?

---

**Peace of mind, for much less than you'd expect.**

Shopper's Protection costs 1% of the monthly closing balance of your Gem Visa account, but we won't charge you any more than \$50 a month. It is debited to your card account and payable monthly.

Interest may be payable on your card account in accordance with the terms of your credit contract.

The following table gives some monthly premium examples:

Balance owing at the end of the monthly statement cycle	Monthly Premium
Nil	Nil
\$500	\$5
\$1,000	\$10
\$1,500	\$15
\$6,000	\$50
\$10,000	\$50
\$15,000	\$50

## Claims

### 12. How do I make a claim?

---

**It's easy and straightforward to make a claim.**

We believe that making an insurance claim should be straightforward and hassle-free. 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:

- If you make a Price Protection or Merchandise Protection claim, we'll need proof of purchase and maybe a police report if the item is stolen or maliciously damaged. For a Price Protection claim, we'll also need proof and date of the price reduction and for Merchandise Protection, if your item has been damaged, we may need you to supply a quote for the repairs.
- If you make a claim under the Stolen Card Cover, you will need to provide a Police incident number and the contact details of the Police Station where the theft was reported.

- If you make a claim for disability, we may need a report from your treating doctor, and we may also ask you to undergo a medical examination, at our cost, by a doctor we nominate who will report to us.
- If you make a claim for disability or involuntary unemployment we will need you to provide a letter from your employer, or evidence from Work and Income New Zealand.

## What you can expect

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 you'll want to get it all 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 account within 3 business days of your claim being approved; and
- return any call you make to us within 1 business day of receiving your enquiry.

## Complaints

### 14. What if I have a complaint?

---

**We want you to be completely satisfied with your policy and our service.**

If you're not happy about something, please contact us first. We have an internal dispute resolution procedure, and you can quickly get that started by calling 0800 220 999 or by writing to Latitude Insurance at PO Box 108022, Symonds St, Auckland.

We'll do our best to resolve your complaint quickly and fairly, and we'll keep you informed of the progress.

If your complaint is not resolved in this way, you can contact the following independent and impartial body that provides a free external dispute resolution service:

Insurance & Financial Services Ombudsman Scheme  
Mail: PO Box 10-845, Wellington 6143, New Zealand  
Telephone: 04 499 7612  
Free call: 0800 888 202

We also have a booklet 'Do you have a complaint relating to insurance?' which has everything you need to know about these procedures. Please Call us and we'll send you a copy.

Hallmark General follows the Fair Insurance Code. You can refer to details of this Code by visiting the Insurance Council of New Zealand's website at [www.icnz.org.nz](http://www.icnz.org.nz)

### 15. Definitions

---

**Not sure about some of the terms in this booklet?**

There are some special meanings for certain words and phrases when it comes to insurance and we've defined these below. If you're still not clear and need further explanation, please call us on 0800 220 999.

## Balance owing on your card account

- For Disability Cover and Involuntary Unemployment Cover, the closing balance on your card, less any overdue and overlimit amount, at the end of the relevant statement period as shown on your statement of account.
- For Life Cover, the outstanding balance on your account at the date of your death, excluding any overdue and overlimit amount, fees and other charges imposed on any overdue and overlimit amount.

## Casual and temporary employment

Employment where your job is short-term, irregular and uncertain and you are not guaranteed regular work on an ongoing basis and you have no guarantee of future employment.

## Disabled, disability, disablement

Due to sickness or injury, you are prevented from engaging in all of the duties of any occupation for which you are reasonably suited by education, training and experience. A doctor acceptable to us must certify the disability.

## Gem Visa

Your Gem Visa card and/or account with Latitude Financial Services Limited.

## Involuntary unemployment

- If you are an **employee**, you stop working as a result of being terminated or being made redundant by your employer, where the job loss is not of your choosing.
- If you are an **employee** who accepts the terms of redundancy offered by their employer, due to organisational downsizing or restructuring.
- If you are **self-employed or in a business partnership**, you stop working and it's not of your choosing, because
  - you stop the business trading permanently or start to wind it up, or
  - the business is placed in the hands of an insolvency practitioner, or
  - for partnerships, you stop trading permanently or dissolve or start to dissolve the partnership.
- If you work on a **contract or seasonal** basis, you stop working as a result of being terminated or made redundant by your employer before the agreed expiry date of the contract, season or task, where the job loss is not of your choosing.
- If you lose your job because you have to provide regular and sustained **care for a family member**, without receiving an income (other than Work and Income New Zealand Domestic Purposes Benefit/Caring for Sick and Infirm or equivalent), where the accident, condition or disability, which caused this need for care, occurred after the policy started.

## Item

- An individual article, object, piece, artefact or unit, or one that is part of a collection or set. It does not include services.

## Self-employed

You are working in a business and:

- you have power or control or influence over the business because

you own it, or are a major shareholder in the company that owns it, or a partner in the partnership that owns it;

- you are working for payment or reward; and
- you are not an employee of another business.

#### **We, our, us**

- For Price Protection, Merchandise Protection, Stolen Card Cover, Disability Cover and Involuntary Unemployment Cover, means Hallmark General, and
- For Life Cover, means Hallmark Life.

We are also known by the business name Latitude Insurance.

#### **Work, working**

Continuous and regular employment for salary or wages, including self-employment, a partner in a partnership, full-time, part-time, or contracted for a specified period or task (eg. seasonal). It does not include casual or temporary employment.

#### **You, your**

The person who has entered into a credit contract with Latitude Financial Services Limited for the Gem Visa account, and to whom we have sent a communication confirming that they have Shopper's Protection.

If, when you applied for Shopper's Protection, you nominated your partner as the main income earner to be covered under the policy for Life Cover, Disability Cover and Involuntary Unemployment Cover, then any reference to "you" in relation to a claim under the Life Cover, Disability Cover and Involuntary Unemployment Cover benefits, means your nominated partner.

## **Privacy**

### **16. Privacy notice and consent**

---

#### **We cannot issue an insurance policy to you without your personal information.**

Hallmark Life, Hallmark General and our related entities (we) collect personal information about you:

- to provide and manage products and services;
- to develop new products and services;
- to perform administrative tasks and manage business operations;
- for planning, product development and research;
- for fraud, crime prevention and investigation;
- to handle insurance claims; and
- to comply with legislative and regulatory requirements.

We may also use your personal information to tell you about products and services of our related entities and other offers from third parties that may be of interest to you.

We disclose your personal information as necessary to third parties for the uses set out above. Those third parties may include our related entities (both in New Zealand and overseas), contractors, agents, medical practitioners, delivery companies, mail houses, call centres, debt collection agencies, claims handlers, data analysts and professional advisers.

We limit the use and disclosure of any personal information we give those parties to the specific purpose for which we give it. We will not disclose your personal information to a third party located overseas unless there are arrangements in place to protect your personal information.

By applying for insurance through us you consent to us collecting, using and disclosing personal information about you in the ways set out above.

## Other Terms

### 17. Other policy terms

---

#### Varying the policy

We may vary this policy (including the premium amount) by giving you 30 days' written notice at any time, but only if the law allows us to.

#### Governing law

The policy is governed by the law in force in New Zealand. Each party submits to the non-exclusive jurisdiction of the courts of New Zealand.

#### Assignment

We may assign this policy to any other person.

## Other Important Information

### 18. Insurer Financial Strength Rating

---

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

#### 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&amp;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&amp;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.

## 19. 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. Gem is the trading name of Latitude Financial Services Limited.

### What sort of adviser are we?

Latitude Financial Services Limited (LFSL) is a Qualifying Financial Entity (“QFE”) under the Financial Advisers Act. We do 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 Shopper’s Protection. 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 Financial Services Limited  
8 Tangihua Street Auckland, or  
PO Box 4058, Shortland Street, Auckland 1140  
Telephone: 0800 500 505  
Email: gem.nz@gemfinance.co.nz

### Our products and services

LFSL offers consumer credit products including personal loans, credit cards and insurance. The products may be provided by LFSL, our 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 1140  
Attn: Customer Resolution Team

Please note that if you have any concerns about Shopper’s Protection 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](http://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 Financial Markets Authority. Contact details are:

Telephone: +64 4 472 9830  
Write to: Financial Markets Authority  
PO Box 1179  
Wellington 6140  
Web: [www.fma.govt.nz](http://www.fma.govt.nz)

This disclosure statement is prepared as at April 2016.

**Call us on**

**0800 220 999**

**or visit us**

**[gemfinance.co.nz](http://gemfinance.co.nz)**

PO Box 108022,  
Symonds St, Auckland  
Fax: Admin 0800 282 646  
Claims: 0800 282 656