

This Policy is provided to You by
Provident Insurance Corporation Limited,
Takapuna Beach Centre, Level 1, 61 Hurstmere Rd, Takapuna,
Auckland 0622, New Zealand.
Email: info@providentinsurance.co.nz
Phone: 00800 676 864.



provident  insurance



BMW & MINI

CREDITCARE INSURANCE

**BMW
GROUP**
Financial Services



Thank You

Thank you for choosing Provident Insurance for Your insurance needs. Provident Insurance is proudly Kiwi owned and operated, with a commitment to excellent customer service.

We pride ourselves on the quality of Our products and while it is Our intention to provide You with the best possible level of customer service, should We fall short on Our commitment, please contact Us as soon as possible so that We can assist You.

Important Information

It's really important that You read and understand this Policy Booklet. Some of the words used in this Policy Booklet have a special meaning. A list of these words is provided in the "Definitions" section on page 15 of this Policy Booklet.

This Policy comes with a 'cooling off period' of 14 days where You can change Your mind, ask for a cancellation and receive a full refund; provided You have not already made a claim against this Policy.

False or Misleading Information

In providing You with this insurance Policy, We have relied on the information You have provided to Us. You have a legal duty to tell Us about any information that may be material to this insurance Policy.

If You know about but don't inform Us about something that could be relevant to Us providing You with this insurance, or there is information that You ought reasonably to know and You don't inform Us of, or You provide Us with information that is not correct or incomplete, We reserve the right to alter the terms and premium.

Depending on the significance of the misinformation, this could result in Your Policy being terminated, or avoided from inception which would mean it was as if the Policy never existed and no claim could be made.

If You are unsure, give Us a call and We can help You out.

Our Contact Details

You can contact Our friendly team by calling Us between the hours of **8.00am and 5.00pm Monday to Friday**.

If calling from Auckland, **phone (09) 484 0078** or outside Auckland on **0800 676 864**

Alternatively You can email Us at **info@providentinsurance.co.nz**

Our postal address is **PO Box 33 743, Takapuna, Auckland 0740**

Our physical address is **Takapuna Beach Centre, Level 1, 61 Hurstmere Road, Takapuna, Auckland 0622**

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Introduction

Your CreditCare Insurance Policy consists of Your most recent Registration Certificate, this Policy Booklet, the details You provided when You applied for this insurance, and any changes We agree with You in writing.

This Booklet contains the details of Your CreditCare Insurance Policy. How Your CreditCare insurance works, what is covered and for how long, what is not covered, Your responsibilities and how to make a claim.

Please feel free to call us if You have any questions regarding this Policy.

We offer three types of CreditCare Insurance cover

Your Registration Certificate will show the type of cover You have selected and what is applicable to You.

Cover Option 1

This covers some or all of Your repayment amounts under the Credit Contract in the event of Your Death, Hospitalisation or Bankruptcy.

Cover Option 2

This covers some or all of Your repayment amounts under the Credit Contract in the event of Your Death, Accident, Illness, Hospitalisation or Bankruptcy.

Cover Option 3

This covers some or all of Your repayment amounts under the Credit Contract in the event of Your Death, Accident, Illness, Hospitalisation, Bankruptcy, or Income Disruption.

Can I Change my Mind and Cancel?

You can cancel this Policy **within 14 days** after the date on which You purchased the Policy. This is referred to as a 'cooling off period'.

In addition, if We have failed to comply with Our disclosure requirements relating to this Policy, You may cancel at any time.

If You decide to cancel this Policy, You can let Us know in writing by email or post, or in person by visiting Our office.

If You cancel the Policy within this 'cooling off period' We will provide You with a full refund of the premium You have paid, provided You have not made a claim under Your Policy.

Alternatively, You may cancel this policy at any time, for any reason, and We will arrange a refund in accordance with the Refund of Premium clause on Page 9.

What Type of Insurance is this?

CreditCare Insurance covers the regular loan repayments under Your Credit Contract and will make some or all of Your repayments to Your Financier in the event that You suffer financial loss following an unexpected insured event.

What is Covered?

Once You have paid the premium amount due, We will cover You, and pay Your Financier, for Your credit, during the Period of Cover for financial loss in respect of Your repayments under Your Credit Contract following You suffering from an unexpected insured event, subject to the terms, conditions and exclusions set out in this Policy.

We will not pay any amounts that were due and owing under Your Credit Contract before Your insured event.

Your Registration Certificate shows which of the following insured events You are covered for.

Death

(i) Death

If You die We will pay the remaining amount due under Your Credit Contract after any early repayment adjustments, less any arrears owing at the date of Your death. This cover applies for the benefit of Your beneficiaries.





(ii) Terminal Illness

If You are diagnosed with a Terminal Illness We will pay the remaining amount due under Your Credit Contract after any early repayment adjustments, less any arrears owing at the date of Your diagnosis.

Accident/Illness

(i) Accident/Illness

If You suffer from an Accident or illness and are unable to work in Your usual Full Time Employment, We will pay the instalments that become due and owing under Your Credit Contract calculated on a daily basis:

- From 7 days after You stop working.
- For a period of up to 6 months, where your Accident or Illness is due to a Pre-Existing Condition.
- Until You are declared by a Registered Medical Practitioner as fit to return to work in Your usual Full Time Employment, or an occupation for which You are reasonably suited by education, experience or training, where your Accident or Illness is not due to a Pre-Existing Condition.

(ii) Significant Illness

If You are diagnosed by a Registered Medical Practitioner as having first suffered from a Significant Illness and are unable to work in Your usual Full Time Employment, We will pay the instalments that become due and owing under Your Credit Contract calculated on a daily basis:

- From 7 days after You stop working.
- For a period of 6 months, whether You return to Full Time Employment during that period, or not.
- If, after the 6 month period ends, and Your Significant Illness is not due to a Pre-Existing Condition, and You remain unable to work in Full Time Employment due to the Significant Illness, we will continue payments under the Illness benefit, subject to the provision of further medical evidence as We require.

(iii) Carer

If You are unable to work in Your usual Full Time Employment due to becoming a carer of an Immediate Family Member, due to them suffering from an Accident or illness, for no less than 30 consecutive days, We will pay the instalments that become due and owing under Your Credit Contract calculated on a daily basis:

- From 30 days after You stop working.
- Until You return to Full Time Employment; and
- For a maximum period of up to 6 months, whichever occurs first.
- The exclusions listed under What is not Covered on page 8 will also apply to Your Immediate Family Member.

Hospitalisation

If You are hospitalised for 5 or more consecutive days, We will pay the instalments that become due and owing under Your Credit Contract, calculated on a daily basis:

- From the day You are admitted to hospital.
- Until You return to Full Time Employment; and
- For a maximum period of up to 6 months, whichever occurs first.

Bankruptcy

If You are made involuntarily Bankrupt We will pay the instalments that become due and owing under Your Credit Contract calculated on a daily basis:

- From 30 days after the date of Your Bankruptcy.
- For a maximum period of up to 6 months; and
- Up to a total claim of \$12,000, whichever occurs first.





Income Disruption

If You are a salary and wage earner at the date of Your Income Disruption, this Policy provides cover for “redundancy” and “industrial action” under the terms outlined in points (i) and (ii) below.

If You are self-employed at the date of Your Income Disruption, this Policy provides cover for “business interruption” on the terms outlined in point (iii) below.

For Salary and Wage Earners

(iv) Redundancy

If you lose your job by being made involuntarily Redundant, We will pay your loan instalments starting 30 days after Your date of redundancy, for a minimum period of 2 months.

- Payments continue until you find a job, if after 2 months, up to a maximum of 12 months, or 3 months if Your redundancy is due to a Pandemic or Epidemic.
- You must register as unemployed with Work and Income New Zealand and actively seek work.

(v) Industrial Action

If your pay stops due to Industrial Action, We will pay your loan instalments starting 7 days after your pay stops, for a minimum period of 2 months.

Payments continue until your pay resumes, if after 2 months, up to a maximum of 6 months or a total claim of \$12,000, whichever occurs first.

For Self-Employed

(vi) Business Interruption

If your business suffers a financial loss, We will pay your loan instalments starting 7 days after the interruption, for a minimum period of 2 months.

Payments continue until the Business Interruption ceases, if after 2 months, up to a maximum of 6 months or a total claim of \$12,000, whichever occurs first.

Special Allowances

If Your claim for the insured event is accepted by Us, We will also repay You up to a limit of \$500 in total for Your reasonable expenses incurred, for any of the following, as a result of the insured event:

- Transportation for doctor's visits, hospital or specialist appointments; or
- Doctors, physiotherapy, hospital, grief counselling or specialist consultation fees; or
- Any costs necessarily incurred in connection with the Accident or illness; or
- Legal fees in relation to claims for Bankruptcy; or
- Professional fees incurred in the production of Your curriculum vitae, interview training, or vocational training in relation to claims for Redundancy.

Motor Vehicle Insurance Premium Reimbursement

If You have Your Motor Vehicle Insurance Policy with Us, and Your claim for the insured event is accepted by Us, so long as Your premium payments are up to date, We will reimburse You the premiums due and You paid on Your Motor Vehicle Insurance policy from:

- The date We commence payments to Your Financier; and
- Until We stop making payments for a benefit under this Policy.





What is not Covered?

This insurance does not cover claims arising from:

- Any cause, medical condition, Pre-Existing Condition (other than what is covered under the Pre-Existing Condition Definition), including Terminal Illness or Significant Illness that was known or should reasonably to have been known by You at the start of the Policy.

Please refer to the Definitions section from page 15 for the definition of Pre-Existing Conditions, Terminal Illness and Significant Illness.

- An insured event that occurs outside New Zealand.
- The normal effects of pregnancy or childbirth.
- You choosing to have non-essential or non-emergency surgery.
- Any mental or stress related illnesses including, but not limited to, psychiatric or physiological conditions or complaints, depression and anxiety.
- Suicide, self-inflicted injury or any deliberate exposure to harm.
- Any event whilst taking part in any criminal activity.
- Alcoholism, drug abuse, or any event whilst under the influence of alcohol or drugs.
- Engaging in motor sport, recreational quad biking, parachuting, hang gliding, extreme sports/activities or professional sports.
- Any event whilst operating any vehicle or any other equipment You are not legally authorised to operate.
- Natural disaster including but not limited to earthquake, tsunami, landslip, volcanism, and flood.
- War, civil unrest, invasion, terrorism, military intervention and related risks.
- Any cause directly or indirectly as a consequence of a declared State of Emergency.
- Any event other than Redundancy directly or indirectly as a consequence of any form of Pandemic or Epidemic.

Ways this Policy will end

- When the Credit Contract is discharged, terminated or expires (for example, as a result of full repayment or being repaid early);
- On the expiry of the Period of Cover;
- In the event of a death claim, unless You have selected joint cover as shown on Your Registration Certificate; or
- If You wish to cancel Your Policy;
- We may cancel Your Policy at any time, for any reason, by giving you 14 days' notice to Your last known email or postal address that We hold. If We cancel Your Policy, We will refund Your premium for the remaining Period of Cover, calculated in accordance with the Refund of Premium section of Your Policy booklet.

Refund of Premium

A refund of premium may be due on full prepayment of Your Credit Contract. You are entitled to a part refund of the premium paid under this Policy if:

- You have fully prepaid the Credit Contract prior to the expiry of the Period of Cover; or
- You have requested to cancel the Policy with the consent of Your Financier.

We will calculate the rebate in accordance with the Credit Contracts and Consumer Finance Act 2003 and refund the amount to Your Financier to be offset against the amount owing under the Credit Contract, or to a person advised by the Financier.





What are my Responsibilities?

Your responsibilities to Us under this Policy are:

- **Disclose Important Information:** Before buying the policy, tell us anything that might affect our decision to insure you. If unsure, call us at (09) 484 0078 (Auckland) or 0800 676 864 (outside Auckland).
- **Be Honest:** Always provide full, truthful, and accurate information when applying, making a claim, or answering our questions.
- **Update Us on Changes:** Inform us of any significant changes in your circumstances that might affect your policy. If unsure, call us at the numbers above.
- **Pay Your Premium:** Pay the premium by the specified date. The policy isn't valid until we receive the payment.

What happens if I don't meet my Responsibilities?

If You fail to meet any or all of Your responsibilities set out above, We may do one or more of the following things:

- **Claim Denial:** We may decline any claim you make.
- **Repayment:** We may ask you to repay some or all of the amount we've already paid if it wouldn't have been paid had you met your responsibilities.
- **Policy Cancellation:** We may cancel your policy.
- **Policy Changes:** We may change your policy terms and charge you an additional premium.
- **Policy Avoidance:** We may avoid your policy from the start, meaning it never existed, and you may lose some or all of the premium you paid.

Making a Claim

Claim Limits

The benefits available under this Policy depend on whether You have opted for single cover, joint cover or double cover.

Your Registration Certificate shows which cover You have selected.

If You have selected:

Single cover:

Applicable to 1 named policyholder, You can claim 100% of the benefits available under this insurance.

Joint cover:

Applicable to 2 named policyholders, You can claim 50% each of the benefits available under this insurance.

Double cover:

Applicable to 2 named policyholders, You can claim 100% each of the benefits available under this insurance.

Maximum Claim Limits

The most We will pay is the claim limit specified for the applicable insured event, or the amounts due under the Credit Contract, whichever is lower, up to a maximum claim limit of:

- \$4,000 per month; or
- \$200,000 over the Period of Cover of this Policy.

We will repay special benefits, up to a limit of \$500, in addition to the monthly maximum claim limit. However, any repayment for special benefits will be part of, and not additional to, the maximum claim limit of \$200,000 over the Period of Cover of this Policy.





Balloon Payments

If a claim includes repayment of a Balloon Payment, the maximum monthly benefit payable for the month in which the Balloon Payment is due is calculated as the amount of the monthly instalment paid or payable on at least half of all of the monthly instalments under the term of Your Credit Contract.

GST

All amounts referred to in this Policy are inclusive of any GST that may apply.

How do I make a Claim?

To make a claim, please:

1. Request a claim form by phoning on (09) 484 0078, if calling from Auckland, or if outside of Auckland phone 0800 676 864, or by emailing finclaims@providentinsurance.co.nz as soon as possible after the event giving rise to the claim; and
2. Complete the claim form and send it to Us by post or email within 30 days after the event giving rise to the claim.

Proof of Claim

The claim form will require You to provide additional information, certificates or evidence from Your employer, the Financier, a Registered Medical Professional, Your advisors, government departments, or any other person to the extent necessary to process and complete Your claim assessment.

Any costs incurred in providing the information, certificates or evidence We require are at Your expense.

What if I wish to make a Complaint?

If You have a complaint about any aspect of this Policy or the service We have provided you, please follow these steps:

First, please contact one of Our customer representatives on on (09) 484 0078, if calling from Auckland, or if outside of Auckland phone 0800 676 864.

If Our customer representative cannot resolve the matter, You may make a formal written complaint by post or email to Our internal Complaints Handling Service:

Attention: Internal Complaints Handling Service
Provident Insurance Corporation Limited
PO Box 33 743
Takapuna
AUCKLAND 0740
Email: info@providentinsurance.co.nz

If You are dissatisfied with the outcome reached by Our Internal Complaints Handling Service, You may take Your complaint to the Insurance and Financial Services Ombudsman (IFSO).

The IFSO Scheme is a free and independent complaints resolution service which deals with certain types of complaints about personal insurance and other financial services.

If the IFSO has the ability to consider Your complaint and makes a decision, We are bound by that decision. If You are unhappy with the IFSO's decision, You can take Your complaint to another dispute resolution forum, such as the courts.

For further details about how our Complaints Resolution Process works please refer to our website.

Fair Insurance Code

As a member of the Insurance Council of New Zealand, We must comply with the Fair Insurance Code, which sets service standards for insurance companies.

We have certain responsibilities to You, such as acting fairly and openly in all Our dealings with You, and giving You clear information when You make a claim.

You can request a copy of the Fair Insurance Code from Us at any time.





Your Personal Information

We know that how We collect, use, disclose and protect Your information is important to You, and We value Your trust. That's why protecting Your information and being clear about what We do with it is a vital part of Our relationship with You. We collect personal information We need from You during Your interactions with Us and from others with Your consent in providing you with this Policy, in order to:

- Evaluate Your application for insurance under this Policy;
- Set Your premium and excess;
- Assess and process claims You make; and
- Provide You with information on Our other related products and services, or for other purposes if permitted by law.

We are the intended recipients of Your personal information and will hold this information (Provident Insurance Corporation Limited, PO Box 33 743, Takapuna, Auckland 0740).

We are required to collect your personal information under Your legal duty (as a person seeking insurance) to tell Us (as an insurer) material facts relevant to the insurance You seek. It is up to You to supply Us with this information.

However, if You choose not to provide all or any part of the information We request from You, Your application for insurance under this Policy may be denied, or Your claims may not be paid out.

We may provide Your personal information to third parties to the extent necessary to provide the benefits available to You under the Policy, including, but not limited to: Our agents and assessors, the Financier, Your employer, Your medical advisors, the courts, other insurers, Our legal advisers, and other similar entities. We may also share Your information with third parties if required by law.

We generally record inbound and outbound telephone calls for operational and training purposes.

We take reasonable steps to ensure Your Personal Information is safe. You can contact Us about the information We hold about You, to request a copy, and correct or delete under certain circumstances the information We hold about You.

Financial Strength Rating

Provident Insurance Corporation Limited's financial strength rating is set out in Your Registration Certificate.

Definitions

Certain words used in this Policy have a special meaning as follows:

I, You and Your

We mean the persons identified as Insured Name(s) on the Registration Certificate.

We, Our and Us

We mean Provident Insurance Corporation Limited.

Accident

The happening of an occurrence unintended and unexpected by You resulting in Your bodily injury.

Balloon Payment

A scheduled payment that is higher than any of the other monthly payments paid or scheduled to be paid under the Credit Contract as specified on Your Registration Certificate.

Bankruptcy/Bankrupt

Being declared bankrupt by a New Zealand court or an overseas court of competent jurisdiction. This does not include bankruptcy if the application for bankruptcy was filed by You or an associated person on Your behalf.

Business

The business specified in the Registration Certificate in respect of which Business Interruption cover is provided under this Policy.

Business Interruption

Being unable to carry on the Business as a result of:

- Physical loss of or damage to the Business Premises, or
 - Prevention of access to the Business Premises, or
 - Failure of essential services of the Business Premises.
-

Business Premises

The physical Address of the land and buildings from which the business is administered (as stated on the Registration Certificate).

Business owner

The Business that is owned either wholly or partially by You, at which You work fulltime, and which generates Your primary source of income.

Credit Contract

The credit contract identified in Your Registration Certificate under which the Financier has agreed to loan finance to You and You have agreed to make repayments.

Financier

The finance company identified as the Financier in Your Registration Certificate.





Full Time Employment

Working for 20 hours or more per week for salary or wages.

Immediate Family Member

Your spouse, de facto or civil union partner, children, parents and legal guardians.

Income Disruption

Your loss of income due to:

- Redundancy; or
 - Industrial Action; or
 - Business Interruption.
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Industrial Action

Strike, work to rule or similar action taken by employees to protest against working conditions or other matters relating to the employer's relationship with its employees.

Motor Vehicle Insurance Policy

A motor vehicle insurance policy held with Us, that provides at least comprehensive cover, and premium payments are up to date at the date of occurrence of the insured event.

Pandemic or Epidemic

An illness, virus or disease that has been declared or notified as a Pandemic or Epidemic by the New Zealand Government or the World Health Organisation.

Period of Cover

The period between the start date and the end date set out in Your Registration Certificate up to a maximum of 5 years, during which the cover under this Policy is provided to You, unless cancelled at an earlier date in accordance with the terms of this Policy.

Policy

The contract of insurance contained in Your Registration Certificate, this Policy booklet, the information You provided when You applied for this insurance, and any changes We may agree with You in writing.

Pre-Existing Condition

Any medical condition, sign, symptom, event or cause known by You to be in existence at the start date of the Policy, or for which medical advice, diagnosis, care or treatment has been sought, or ought reasonably to have been sought, or provided, in the 12 months immediately prior to the start date of the Policy, or **in the event that your condition is related to cancer**, in the 5 years immediately prior to the start date of the Policy.

Redundant/Redundancy

Termination of Your employment because Your position of employment has become superfluous to the needs of Your company (for example, as a result of changes to systems, processes, technology or initiatives to improve efficiency), and resulting in You registering with Work and Income New Zealand as unemployed. Your employer must notify You of Your redundancy in writing. This does not include:

- Voluntary redundancy or resignation;
- Persons or people who are self-employed or are employed on a seasonal, casual, contractual, temporary or part-time basis; or
- Redundancy as a result of dismissal or retirement.

Registered Medical Practitioner

A person registered as a health practitioner in accordance with the Health Practitioners Competence Assurance Act 2003 or any legislation replacing that Act. This person must not be You, Your partner or Your relative.

Registration Certificate

The most recent version of the certificate forming part of this Policy provided to You at the time the Policy was purchased.

Significant Illness

An illness that meets one of the following definitions as diagnosed by an appropriately qualified Registered Medical Practitioner:

Cancer

Refers to the presence of at least one malignant tumour such as melanoma, leukaemia, lymphoma and Hodgkin's disease characterised by uncontrollable growth and spread of malignant cells and invasion and destruction of normal tissue.

Excluded tumours:

- Tumours with malignant changes of carcinoma in situ described as premalignant or non-invasive unless they require Radical Surgery, or adjuvant therapy (immunotherapy, chemotherapy, radiotherapy).

- Non-melanoma skin cancers, unless metastasised.
- Malignant melanoma less than 1.0 mm depth, less than Clarks Level 3 and without ulceration.
- Prostatic cancers classified as TNM T1 or Gleason Score 5 or less, unless requiring radical surgery or major treatment.
- Chronic Lymphocytic Leukaemia less than Rai Stage I.
- Papillary and follicular carcinoma of the thyroid, histologically diagnosed as TNM Classification T1a (tumour 1 cm or less), unless there is lymph node or distant metastasis.

Coronary Artery Surgery

Refers to undergoing Coronary Artery Bypass Grafting (CABG) to treat or correct coronary artery disease.

Heart Attack

Means part of the heart muscle dies due to lack of blood supply confirmed by a specialist and evidenced by:

- A significant rise or fall in cardiac biomarkers (Troponin T, Troponin I or CK-MB) with at least one value above the 99th percentile.
- Angiographic evidence of:
 - An occlusion in at least two coronary arteries; or
 - Left anterior descending artery (LAD) occlusion; or
 - Left main coronary artery occlusion.

If the tests are inconclusive, outdated or not done, other appropriate and medically recognised tests may be considered.





Excluded Conditions:

- Rise in biomarkers due to elective keyhole procedures for coronary artery disease.
- Pulmonary embolisms.
- Viral myocarditis.
- Other acute coronary syndromes including angina pectoris.

Stroke

Means suffering a stroke due to a cerebrovascular event, confirmed by:

- Clear evidence on a CT, MRI or equivalent scan showing:
 - Infarction of brain tissue; or
 - Intracranial or subarachnoid haemorrhage.
- Permanent neurological damage and/or functional impairment diagnosed by a specialist. This includes memory loss, impaired speech, vision loss, and paralysis on one side of the body.

Excluded Conditions:

- Transient ischemic attacks (TIAs).
 - Migraines.
 - Vascular disease affecting the eye, optic nerve, or vestibular functions.
-

Special Allowances

The additional allowances provided under this Policy up to a limit of \$500 as set out in the special allowances section.

State of Emergency

A localised or national State of Emergency declared under the Civil Defence Emergency Management Act 2002 or any other equivalent replacement legislation.

Terminal Illness

Any illness which, in Our opinion after consideration of medical evidence provided to Us by Your Registered Medical Practitioner, and such other evidence as We may require, shows that that illness You are suffering from will result in your death within 6 months or less, regardless of any treatment that might be undertaken.

REGISTRATION CERTIFICATE TO BE AFFIXED HERE



provident
insurance 

Provident Insurance Corporation Limited,
Takapuna Beach Centre, Level 1,
61 Hurstmere Rd, Takapuna,
Auckland 0622, New Zealand.
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