



# AVANTI | FINANCE



**Guaranteed Asset  
Protection** Insurance

## Welcome

Thank **you** for choosing **us** to provide **you** with one of the most comprehensive Guaranteed Asset Protection Insurance covers available today.

## The Insurer

This insurance policy is underwritten by DPL Insurance Limited. For more information and details on **our** Financial Strength Rating and Solvency Calculation go to [www.dplinsurance.co.nz](http://www.dplinsurance.co.nz).

## Customer Commitment

**We** are committed to treating **our** customers with fairness, respect and dignity. This means that **we** will:

- Act with integrity at all times;
- Provide high quality service;
- Listen to **our** customers' concerns;
- Be open and transparent in all of **our** dealings; and
- Take the time to answer any questions **our** customers have.

## Complaints

**We** are committed to resolving all complaints and concerns quickly, respectfully and in good faith. If **you** have a complaint relating to **our** activities, in the first instance, please contact **us**. Any dispute which **we** cannot resolve can be referred to **our** disputes resolution provider by contacting:

The Insurance and Financial Services Ombudsman  
P. 0800 888 202, PO Box 10845, Wellington 6143, [www.ifso.nz](http://www.ifso.nz)

## Our Guarantee

If **you** are not completely happy with the cover provided by **your** policy, **you** can cancel it within 15 days of the start of the **period of insurance**, provided **you** have not made a claim under **your** policy. **We** will refund any premiums **you** have paid **us**.

## About Your Policy

Guaranteed Asset Protection (GAP) Insurance protects **you** against losses that may occur when **your vehicle** is declared a **total loss** and the **total loss settlement** amount paid by **your vehicle insurer** is less than the outstanding amount **you** owe to **your financier for your vehicle loan**.

This document is the policy wording for **your** GAP cover.

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

- **Your** online application or application form;
- **Your** policy wording; and
- **Your** current **policy schedule**; and
- Any other document issued by **us**, which may vary or modify the above documents.

Please keep these documents safe and read them together.

It is important **you** read **your** policy in full and understand **your** benefits and the terms and conditions of **your** policy, including what **your** insurance covers – and what it doesn't. If there is anything **you** don't understand, or if **you** have any questions, please contact **us**.

**Your vehicle** details are stated in **your policy schedule**. If they are incorrect in any way, including **vehicle** make, model, year or odometer reading, **you** may not qualify for the extent of cover **you** have selected. It is important that **you** check **your policy schedule** and advise **us** immediately if any details are incorrect or need updating.

### Defined Words

If a word is shown in **bold** it has a special meaning. There is a list of these words and their meanings in the Definitions section of this policy.

## Duty Of Disclosure

**You** have a legal duty of disclosure when **you** apply for insurance, make changes to **your** policy and when making a claim, to tell **us** everything that a prudent insurer would want to take into account in deciding:

- Whether to issue **your** policy;
- The applicable terms and conditions of **your** policy;
- The amount of **your** premium;
- Whether any alterations to **your** policy will be made;
- Whether **your** policy will respond to **your** claim.

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

## What You Are Insured For

**We** will pay **your financier** the shortfall between the **total loss settlement** and the outstanding amount **you** owe **your financier** for the **vehicle loan**, if **your vehicle** is declared a **total loss** for which a **total loss settlement** has been made and the purpose of **your loan** agreement was solely for the purpose of purchasing **your vehicle**.

GAP offers various cover options. The extent of **your** cover only applies to the benefits and additional benefits, which are shown in **your policy schedule**.

## What You Are Not Insured For

### General Exclusions

There is no cover:

- Where the value of **your vehicle** shown in **your loan** contract is higher than the **market value of your vehicle** at the time of entering into **your loan** contract;
- If **your vehicle** is not continuously covered by a **comprehensive motor vehicle insurance** policy during **your period of insurance**; or
- If **your vehicle** insurer does not pay the full **market value of your vehicle** when **your vehicle** is declared a **total loss**.

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

- Any excess, premium or additional payments due under **your comprehensive motor vehicle insurance** policy, except for the amount provided as an additional benefit; and
- Any **arrears**, penalty payments or interest, rebatable items, or any additional costs arising from a variation to **your** original loan contract; and
- Any amounts advanced under **your loan** contract for the purpose of negative equity arrangements, except for the amount provided as an additional benefit.

### Prior Knowledge

There is no cover for any claim attributable either wholly or in part to any losses that **you** knew about or ought to have reasonably known about or foreseen, prior to **your period of insurance**.

### Additional Benefits

These additional benefits will be paid to **you** if **your** claim is accepted under this policy. The total maximum amount of all additional benefits **we** will pay is shown in **your policy schedule**.

### Expenses

**We** will reimburse **your** reasonable costs for out-of-pocket expenses, up to a maximum of \$300.

### Hire Vehicle

**We** will reimburse **your** reasonable costs of hiring a substitute **vehicle**, for a maximum of five days and

up to a maximum of \$150 per day.

### Negative Equity

**We** will reimburse the amount advanced under **your loan** for the purpose of negative equity arrangements, up to a maximum of \$1,000.

### Replacement Vehicle Expenses

**We** will reimburse **your** reasonable costs of **your** replacement **vehicle's** on-road costs, delivery charges, registration costs and purchase deposit, up to a maximum of \$2,000.

### Replacement Vehicle Insurance

**We** will reimburse **your** reasonable costs of **your** replacement **vehicle's** first year's **comprehensive motor vehicle insurance** premium.

### Total Loss Excess

**We** will reimburse **your total loss** claim excess under **your comprehensive motor vehicle insurance**.

### Unpaid Vehicle Insurance

**We** will reimburse **your** unpaid **comprehensive motor vehicle insurance** premium that **your vehicle** insurer deducts from the **total loss settlement**, up to a maximum of \$1,000.

## Making A Claim

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

1. Take all reasonable steps to minimise the claim and prevent any further claim;
2. Notify the police if it appears that the claim arises from an illegal act;
3. Freephone **0800 809 700** to notify **us** of **your** claim;
4. Complete any claim forms required by **us**;
5. Provide **us** with written statements, certificates and any other supporting information that **we** may require, at **your** expense; and
6. Assist **us** with **your** claim in any way **we** request.

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

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

It is **your** responsibility, at **your** own expense, to provide documentation to **us** demonstrating that the loss, damage or expense that **you** claim for, is the result of an **insured event** covered under **your** policy. It is also **your** responsibility to calculate the dollar amount of the loss, damage and expense **you** are claiming.

## Claim Limits

The most **we** will pay for any one claim or the total of all claims in one **period of insurance** under this policy is limited to the lesser of:

- **Your** remaining **loan** obligations to **your financier** after the **total loss settlement** has been paid and the additional benefits as shown in **your policy schedule**; or
- The benefits and the additional benefits as shown in **your policy schedule**.

## Claim Payments

Subject to the terms and conditions of **your** policy, claim payment will be made to **your financier** to reduce or repay **your loan** obligations.

## Period Of Cover

**Your period of insurance** under **your** policy is set out in **your policy schedule**. The maximum **period of insurance**, regardless of the term of **your loan**, is 60 months (5 years).

## Policy Conditions

To be eligible to make a claim **you** must comply with all the terms of **your** policy. If **you** or someone on **your** behalf breaches **your** policy, then **we** may:

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

### Accuracy of Statements and Fraud

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

correct and complete in every respect. If **you** or someone on **your** behalf makes a statement that is not true, correct and/or complete, then **we** may:

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

### Amounts

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

### Change in Circumstance

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

### Ending your Policy

After 15 days from the start of **your period of insurance**, **you** are entitled to end **your** policy at any time, by giving **us** 10 days' notice in writing to **our** address stated in **your policy schedule**. **We** will refund **your** premium relating to the balance of **your period of insurance** (calculated on a Rule of 78 basis). If **your** premium has been added to **your loan** amount, any refund of premium will be made to **your financier**.

**We** are entitled to end **your** policy at any time, by giving **you** 10 days' notice in writing to **your** address, as stated in **your policy schedule**. **We** will refund **your** premium relating to the balance of **your period of insurance** (calculated on a Rule of 78 basis). If **your** premium has been added to **your loan** amount, any refund of premium will be made to **your financier**.

### False / Fraudulent Claims

**You** or anyone acting on **your** behalf must not make a claim that is false or fraudulent in any way, or make any false or incorrect statement in connection with any claim.

### Governing Law

The Laws of New Zealand apply to **your** policy. Any proceedings relating to **your** policy must be brought and heard in New Zealand.

## Privacy Act 2020

Your **policy schedule** contains personal information necessary for us to evaluate your application for insurance, in order to decide whether to issue insurance cover and if so on what terms. The information collected will be held by DPL Insurance Limited, PO Box 33 1248, Takapuna, 0740 and our agents. You have the right to request access to and correction of your personal information subject to the Privacy Act 2020.

## Subrogation

At our expense we may exercise our right of subrogation and take action in your name to make a recovery from a third party.

When we do exercise our right of subrogation you must co-operate with us and provide us with any information we may require.

## Definitions

These definitions apply to the plural and any derivatives of these words. Where these words are used in the policy wording (in bold font), this is what they mean.

### Arrears

Your **loan** obligations to your **financier** that are owed and should have been paid earlier. This includes any penalties, fees and/or interest charges in relation to your **arrears**.

### Comprehensive Motor Vehicle Insurance

Means an insurance policy covering your **vehicle** for its **market value** at the time of purchase and remaining in force during your **period of insurance** against accidental loss, damage, theft and legal liability.

### Financier

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

### Insured Event

Means the events as described in your policy, which result in the risk of you defaulting on your obligations to your **financier** under your **loan**.

### Loan

Means the credit contract between your **financier** and you for the purchase or lease of your **vehicle**.

### Market Value

Means the reasonable price for which you could replace your **vehicle** with another **vehicle** in New Zealand that is of equivalent age, quality and in the same general condition.

### Period of Insurance

Means the period starting on the date shown on your **policy schedule** and ending on the earliest of:

- The date that your **loan** obligation is assigned, discharged, refinanced or repayments are completed;
- The date you default on your **loan** obligations and your **financier** takes steps to enforce its rights;

- The date your **vehicle** is no longer covered by a **comprehensive motor vehicle insurance** policy;
- The date the benefit is paid on this policy; or
- 4pm on the end date shown on your **policy schedule**.

### Policy Schedule

Means the most recent **policy schedule** we have issued to you for your policy, including any amendments and endorsements that we send you in writing.

### Total Loss

Means your **vehicle** insurer has declared that your **vehicle** is uneconomic to repair or is stolen and remains unrecovered.

### Total Loss Settlement

Means a payment of the full **market value** of your **vehicle** by your **vehicle** insurer to your **financier**, after your **vehicle** is declared a **total loss**.

### Vehicle Insurer

Means the insurance company licenced to carry on insurance business in New Zealand, that provided **comprehensive motor vehicle insurance** for your **vehicle**.

### We, Us, and Our

Means Autosure, a business brand of DPL Insurance Limited.

### You and your

Means the insured person(s) named in your **policy schedule**.

### Your Vehicle

Means your **vehicle**, stated in your **policy schedule**, that is the security for your **loan**.

## Policy and Claim Enquiries

Freephone 0800 267 873

E [sales@autosure.co.nz](mailto:sales@autosure.co.nz)

[www.autosure.co.nz](http://www.autosure.co.nz)