

Secure Sentinel
Identity Guard Insurance
New Zealand

Policy Information Booklet

Secure Sentinel Identity Guard Insurance Policy Information Booklet

The Secure Sentinel Identity Guard Insurance is available to an **insured person** under the **Master Policy** issued to Veda Advantage (NZ) Limited, Secure Sentinel (NZ) Limited of Level One, 12 Queen St, Auckland Central, New Zealand and any of their related companies agreed by the **insurer** in writing (“the **Policyholder**”), by American Home Assurance Company (New Zealand Branch), trading in New Zealand as Chartis (“**Insurer**”) of Level 23, ANZ Centre, 23-29 Albert Street, Auckland, New Zealand.

The **policyholder** is not the issuer of the Secure Sentinel Identity Guard Insurance **Master Policy** or any of its underlying **insurance cover** and neither the **policyholder** nor any of its related companies guarantee any of the benefits under these covers. These covers are provided at no additional cost to **insured person(s)** and the **policyholder** does not receive any commission or remuneration from the **insurer** for arranging this Secure Sentinel Identity Guard Insurance. \

The **policyholder** may terminate the Secure Sentinel Identity Guard **insurance cover** in respect of certain **insured person(s)** by providing written notification to such **insured person(s)**.

The cover provided under this Secure Sentinel Identity Guard Insurance is only available when the **eligibility criteria** is met.

You are under no obligation to accept the cover under this Policy Information Booklet. However, if **you** wish to make a claim under this cover, **you** will be bound by the Definitions, Terms and Conditions, Exclusions, Limit of Liability and Duties after an Event or Loss set out in this Policy Information Booklet. Therefore please read this Policy Information Booklet carefully and keep it in a safe place. Please also keep detailed particulars and proof of any loss you suffer and proof of your eligibility for the covers under this Policy Information Booklet.

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Important matters about the insurance cover

Special notice should be taken of the following important points regarding the Insurance Cover.

1. Eligibility Criteria

A person is eligible for this Secure Sentinel Identity Guard insurance cover if he/she is a holder of the SecurePlus or SecureIdentity membership products who the **policyholder** has declared to **us** to be insured under the **Master Policy**; and who has renewed or joined and has paid for his/her annual membership after the inception of the **Master Policy** and within the **policy period**.

2. Your Duty of Disclosure

You have a duty to disclose to **us** every matter that **you** know, or could be reasonably be expected to know, is material to **our** decision whether to accept the risk of providing **you** with insurance, and if so, on what terms. Failure to do so may result in **our** reducing or refusing to pay a claim.

3. Individual Period of Insurance

Insurance cover under this Secure Sentinel Identity Guard Insurance is provided to any one **insured person** for a period of 365 consecutive days commencing from the day immediately after he/she has first satisfied the **eligibility criteria** within the **policy period**.

4. There are some circumstances where cover cannot be provided; these circumstances are set out in this Policy Information Booklet. Please take special note of the Coverage Exclusions, Coverage Conditions, General and Limits on Liability set out on pages 7 – 9.

5. This Insurance Policy Information Booklet also contains important information about the rights and obligations of **insured persons** including information about Privacy and the Fair Insurance Code on page 10.

6. The **insurance cover** may be varied by way of endorsement from time to time. Where applicable, information regarding the details and effect of any such endorsement will be provided to the **insured persons**.

7. Words with a special meaning are shown in this document in **bold** and *italic* font.

THE INSURANCE COVER

The **insured persons** are insured during the **individual period of insurance**, as suits the case, on the terms, conditions, exclusions and limitations set out in this Policy Information Booklet and subject to all the terms, conditions and provision of the **Master Policy**, including the **Policy Schedule**.

The **insurance cover** provided is subject to the **insured** paying, or agreeing to pay, the **premium we** require, as set out in the **Master Policy**.

DEFINITIONS

Business means:

- (a) a trade, profession or occupation engaged in on a full-time, part-time or occasional basis;
or
- (b) any other activity engaged in for money or other compensation.

Credit Accounts means any credit arrangements from a financial institution for personal use, such as credit card account or a car/home/personal loan account.

Eligible member(s) means a person who meets the **eligibility criteria** for the **insurance cover**.

Eligibility Criteria means where a person is a member of the SecurePlus or SecureIdentity membership products and the **policyholder** has declared to **us** that they are insured under the **Master Policy**, and that person has renewed or joined and has paid for his/her annual membership after the inception of the **Master Policy** and within the **policy period**.

Master Policy means the policy issued by the **insurer** to the **insured** which extends the benefit of the **insurance cover** to **insured persons**.

Identity theft means the unauthorised and/or illegal use of an **insured person's** personal information such as their name or drivers licence to open **credit accounts** and/or bank accounts that they did not authorise.

Income means

- (a) as regards to a salaried **insured person**, the average gross weekly income earned from personal exertion before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances; or
- (b) as regards to a T.E.C. (i.e. total employee cost) or salary package insured person, the average gross weekly value of the income package earned from personal exertion (including, but not limited to wages, and/or salary, motor vehicle and/or travelling allowances, club subscriptions and fees, housing loan or rental subsidy, clothing or meal allowances), before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances; or
- (c) as regards to a self-employed insured person, the average gross weekly income earned from personal exertion after the deduction of all business expenses necessarily incurred in earning that income;

all derived during the 12 calendar months period immediately preceding the **injury** giving rise to the claim under the **Master Policy**.

Individual Period of Insurance means the 365 consecutive day period of insurance cover applicable to an **insured person**. The **Individual Period of Insurance** for any one **insured person** will commence immediately from the date he/she has first become an **eligible member** within the **policy period**.

Insurance cover means the insurance cover provided to the **insured** under the Master Policy.

Insured/Policyholder means Veda Advantage (NZ) Limited, Secure Sentinel (NZ) Limited and any of their related companies agreed by the **insurer** in writing.

Policy Period means the period shown in the **Master Policy's Policy Schedule** or subsequent Renewal Notice issued by **us**.

Policy Schedule means the document issued by **insurer** to the **insured** which extends the benefit of the **insurance cover** to **insured persons**.

Suit means a civil proceeding seeking monetary damages as a result of **identity theft**, or a criminal proceeding in which **you** or the **insured person** is charged with illegal acts committed by someone else while engaged in the theft of an **insured person's** identity.

We/Our/Us/ Insurer means American Home Assurance Company (New Zealand Branch), trading in New Zealand as Chartis.

You/Your/ Insured Person means any person who is an **eligible member** provided that the **insured** has paid or agreed to pay **us** the premium due under the **Master Policy** for such **eligible member**.

SECTION 1 – LEGAL EXPENSES

Description Of Cover

We will reimburse an **insured person** up to \$5,000 for legal and court costs incurred in:

- (a) Defending any **suit** brought against an **insured person** by a creditor or collection agency or someone acting on their behalf as a result of the **identity theft**;
- (b) Removing any civil or criminal judgment wrongfully entered against an **insured person** as a result of the **identity theft**;
- (c) Challenging the accuracy or completeness of any information in an **insured person's** consumer credit report provided this information is inaccurate and falsely provided to the credit agency or financial institution as a result of **identity theft**.

SECTION 2 – LOST WAGES

Description Of Cover

We will reimburse an **insured person** for their loss of **income** attributed to the time taken from work solely as a result of an **insured person's** efforts to correct their financial records that have been altered due to **identity theft**.

Payment of lost wages includes compensation for whole or partial unpaid workdays. An **insured person** must take these unpaid days within 12 months of making an **identity theft** claim and the maximum compensation for lost wages is \$1,000.

SECTION 3 – OBLIGATION TO PAY

Description Of Cover

If any **credit accounts** and or bank accounts were opened in an **insured person's** name without their authorisation, **we** will pay an **insured person** up to \$5,000 for their actual loss from the unauthorised account. **We** will pay up to \$5,000 for an **insured person's** legal obligation to pay a creditor when the account was created as part of their **identity theft**.

SECTION 4 – MISCELLANEOUS EXPENSES

Description Of Cover

We will reimburse up to \$5,000 for the following expenses:

- (a) The cost of re-filing applications for **credit accounts** or banking accounts that are rejected solely because the lender received incorrect information as a result of **identity theft**;
- (b) The cost of obtaining legal copies of documents related to an **insured person's identity theft**, long distance telephone calls, and registered mail reasonably incurred as a result of an **insured person's** efforts to report an **identity theft** or to correct their financial and credit records that have been altered as a result of their **identity theft**;
- (c) The cost of contesting the accuracy or completeness of any information contained in an **insured person's** credit history as a result of their **identity theft**;
- (d) The cost of a maximum of 4 (four) credit reports from an entity approved by **us**. The credit reports shall be requested when a claim is made.

COVERAGE EXCLUSIONS

We will not pay for any claim which arises directly or indirectly from, or is caused by:

1. Monetary losses other than the out-of-pocket expenses related to the resolution of an **insured person's identity theft** outlined in this policy other than under Section 3 – Obligation to Pay;
2. Any physical injury, sickness, disease, disability, shock, mental anguish and mental injury including required care, loss of services or death;
3. Requesting credit reports before the discovery of an **insured person's identity theft** ;
4. Taking time from self-employment or workdays that will be paid by an **insured person's** employer in order to correct their financial records that have been altered due to **identity theft**.
5. Any expenses submitted more than 12 months from the time the **identity theft** was reported.
6. Losses that result from or are related to **business** pursuits including **your** work or profession.
7. Losses caused by **your** illegal acts.
8. Losses that **you** have intentionally caused.
9. Losses that result from the direct actions of a relative, or actions that a relative knew of or planned.
10. Losses due to war, invasion, act of foreign enemy, hostilities or warlike operations (whether war has been declared or not), civil war, rebellion, revolution, insurrection, civil commotion, uprising, military or usurped power, martial law, terrorism, riot or the act of any lawfully constituted authority.
11. Losses due to the order of any government, public authority, or customers' officials.

COVERAGE CONDITIONS

1. The fraudulent account must have been opened in an **insured person's** name without their authorisation.
2. Any false charge or withdrawal from the unauthorised opened account must be verified by an **insured person's** financial institution.
3. Coverage for false charges is limited to the amount an **insured person** is held liable for by the financial institution or the maximum sum insured whichever is the lesser.
4. **You** and the **insured person** will cooperate with **us** in any requests we have to inspect an **insured person's** financial records.
5. **You** and the **insured person** will cooperate with **us** and help **us** to enforce any legal rights an **insured person** or **we** may have in relation to their **identity theft** this may include an **insured person's** attendance at depositions, hearings and trials, and giving evidence as necessary to resolve their **identity theft**.
6. **You** will only have to pay one deductible per **identity theft** occurrence during the **individual period of insurance**.

7. **You** must follow **Our** reasonable advice or instructions in respect of claims. **We** may decline to pay part or all of a claim in the event of failure to co-operate.

DUTIES AFTER AN EVENT OR LOSS

The **insured person** must:

1. Call **us** on 09 355 3072 to make a claim within 2 days of discovering the **identity theft** to obtain proper forms and instructions;
2. File a police report within 48 hours of discovering the **identity theft**
3. Notify the **insured person's** bank(s) or credit account issuer(s) of the **identity theft** within 24 hours of discovering the **identity theft**;
4. Complete and return any claims forms including an authorisation for **us** to obtain records and other information such as credit reports (if applicable) within 30 days of the original claim (see 1 above);
5. Provide proof that it was necessary to take time away from an **insured person's** work if they make a claim for lost wages. We will ask an **insured person** to submit proof from their employer that they took unpaid days off, and they must have this information notarised;
6. Send **us** copies of any demands, notices, summonses, complaints, or legal papers received in connection with a covered loss;
7. Take all reasonable and prudent action to prevent additional damage to an **insured person's** identity.

GENERAL CONDITIONS

1. **Assignability**
Any rights under the **insurance cover** shall not be assignable without our agreement and prior written consent.
2. **New Zealand Law**
The **insurance cover** is governed by the laws of New Zealand and any dispute or action in connection therewith shall be conducted and determined in New Zealand.
3. **Cancellation of Master Policy**
We and the **policyholder** may terminate the **Master Policy** in accordance with its provisions. The **policyholder** will notify all **insured persons** of the date of such termination.

Notwithstanding such termination, **we** will maintain cover for those **insured persons** whose **individual period of insurance** extends beyond the date of termination. In respect of such **insured persons**, their **insurance cover** will cease on the date that their **individual period of insurance** expires.
4. **Currency**
All amounts shown in this Policy Information Booklet are in New Zealand (NZD). If expenses or losses are incurred in a foreign currency, then the rate of currency exchange used to calculate the amount payable in New Zealand currency (NZD) will be the rate at the time of incurring the expense or suffering the loss.

5. **Effective Date Of Individual Period of Insurance**
The **insurance cover** of any insured person shall become effective from the day immediately after he/she meets the **eligibility criteria** within the **Policy Period** and will cease after a period of 365 consecutive days.
6. **Fraud and Misstatement**
Any fraud, misstatement or concealment by the **policyholder** and/or an **insured person** either in the application on which this **insurance cover** is based, or in relation to any other matter affecting this **insurance cover**, or in connection with the making of any claim thereunder, may give **us** certain rights including the right to reduce or refuse payment of any claim, cancel or avoid the **Master Policy**.
7. **Proof of Loss**
After **we** receive notice of a claim **we** will provide the **insured person** with **our** usual claim forms for completion. Their claim form must be properly completed and all evidence required by **us** shall be furnished in a timely manner at the expense of the **insured person** and be in such form and of such nature as **we** may require.
8. **Subrogation**
In the event of any payment under this **insurance cover**, **we** shall be subrogated to all the **insured/insured person's** rights of recovery thereof against any person or organisation and the **insured/insured person** shall execute and deliver instructions and papers and do whatever else is necessary to secure such and enable enforcement of such rights. The **insured/insured person** shall take no action to prejudice such rights.
9. **You** must use all reasonable means to avoid future loss at and after the time of loss.
10. **Duties After an Event or Loss**
We have no duty to provide coverage under this **insurance cover** unless there has been full compliance with the duties that are detailed in the coverage section. **You** are required to cooperate with **us** in investigating, evaluation and settling a claim

LIMITS ON LIABILITY

Our maximum liability per person under **insurance cover** is \$5,000 for any one event and cannot exceed an aggregate of \$10,000 in any one **individual period of insurance**.

THE FAIR INSURANCE CODE

We are a signatory to the Fair Insurance Code. This Code aims to raise the standards of practice and service in the insurance industry, and it includes the following:

1. When **you** lodge a claim **we** will tell **you** in plain language what information **we** need and how **you** should go about making a claim.
2. **We** will respond promptly to any request **you** make for assistance with a claim and it will be considered and assessed promptly.

PRIVACY CONSENT AND DISCLOSURE

American Home Assurance Company (New Zealand Branch), trading in New Zealand as Chartis (“**Chartis**”) is bound by the Privacy Act 1993 that applies to any personal information collected by Chartis.

Purpose of Collection

Chartis collects information necessary to underwrite and administer **your** insurance cover, to maintain and to improve customer service and to advise **you** of **our** products. **You** have a duty to disclose certain information. Failure to comply with **your** duty of disclosure or to provide certain information may result in Chartis either declining cover, cancelling **your** insurance cover or reducing the level of cover.

In the course of administering **your** policy **we** may disclose your information to:

- i. a related Chartis company;
- ii. contractors or third party providers providing services related to the administration of **your** Policy;
- iii. banks and financial institutions for the purpose of processing **your** application and obtaining payment of premium;
- iv. in the event of a claim – assessors, third party administrators, emergency providers, retailers, medical providers and travel carriers;
- v. **our** assistance provider who will record all calls to the assistance service provided under **your** Policy for quality assurance, training and verification purposes;
- vi. other third parties, including mailing houses and marketing companies, to enable **us** to advise **you** of **our** insurance products and services.

Your Access to Personal Information

You may gain access to or request correction of **your** personal information and that of any other person insured by this Policy by writing to:

The Privacy Manager
American Home Assurance Company (New Zealand Branch)
PO Box 1745
Shortland Street
Auckland 1140
New Zealand

While access to this personal information may generally be provided free of charge, **we** reserve the right to make a reasonable charge for access requests in some limited circumstances.