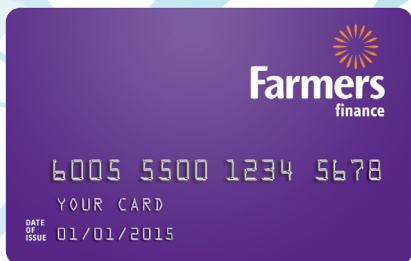


SAFEGuard

Fixed Instalment Agreement
Insurance Policy

Goods Cover & Payment Protection



Fixed Instalment Agreement Insurance Policy

Consumer Insurance Services Limited ("CISL") agrees to insure Retail Financial Services Ltd ("RFS") customers who have accepted the terms, exceptions and conditions of the insurance, and have agreed to pay the premium.

The contract of insurance is between the person first named as Customer ("you"/"your") in a Fixed Instalment Agreement ("Agreement") and CISL ("we"/"us"/"our"). References to "you"/"your" extend to a Partner of the Q Card holder who may be eligible to make a claim.

The insurance is based on the application for insurance and the declaration signed by you at the time you entered into the Agreement.

The insurance provides cover under either section A, section B or both sections of this policy according to the options chosen by you on the Agreement.

Please keep this document for future reference.

Consumer Insurance Services Limited has a B+ (Good), stable outlook financial strength rating which was given by A. M. Best Company Inc. on 29 May 2020.

The rating scale is:

A++	Superior
A+	Superior
A	Excellent
A-	Excellent
B++	Good
B+	Good

B	Fair
B-	Fair
C++	Marginal
C+	Marginal
C	Weak
C-	Weak

D	Poor
E	Under Regulatory Supervision
F	In Liquidation
S	Suspended

A. M. Best Company Inc. is an approved agency under the Insurance (Prudential Supervision) Act 2010. Full details of the rating scale are available for inspection at the offices of Consumer Insurance Services Limited.

Sections A- Goods Cover

Cover

Should this section apply then in the event of accidental loss, damage, destruction or theft of the Goods we will either and at our sole discretion;

- repair or replace the Goods; or
- pay the current replacement value of the Goods to RFS as a credit against the Agreement;

provided that in no case will our liability exceed the original cash price for the Goods.

Conditions

The first \$50 of any claim (excess) will not be paid for by this policy.

Cover under this Section A ceases when we replace the Goods or pay their current replacement value to RFS.

We will not be liable for any expenses or loss you incur through you not being able to use the Goods, for any loss of profits or for any data or information loss.

At all times you need to take all reasonable steps to prevent loss or damage to the Goods.

If you discover that the Goods have been lost, damaged or stolen you must:

- notify us immediately;
- take all reasonable precautions to prevent further loss or damage;
- immediately inform the Police of any burglary, theft or malicious damage; and
- help the Police with any inquiries into the loss, burglary, theft or malicious damage to the Goods.

If the Goods are lost, damaged or stolen you may not without our prior written consent:

- arrange for the Goods to be repaired; or
- take legal action to try to settle a dispute concerning the Goods; or
- make any admissions to or enter into any agreements with any third parties concerning the loss, damage or theft of the Goods.

If you make a claim under this section, we may:

- require you to return the Goods to us for salvage or repair; or
- take our own legal action concerning the Goods in your name.

Exclusions

We will not pay in the event of:

- theft of, or intentional damage to, the Goods by you or anyone you live with or are related to or anyone you have invited into your home or have staying with you;
- loss of or damage to the Goods while they are in transit;
- damage to Goods due to existing defects, wear and tear, cosmetic damage (e.g. scratching, chipping, denting), gradual deterioration, damage caused by corrosion or atmospheric conditions (e.g. humidity), insects or rodents, the Goods not being of Acceptable Quality, a breakdown of the Goods, a fault, defect, error or omission in the design of the Goods, the Goods being cleaned, repaired or altered, electrical faults or power surge.
- accidental loss, damage, destruction or theft of:
 - any car audio system not installed in a vehicle owned or controlled by you;
 - Goods you rent out, lend or give to someone else;
 - Goods while they are not in premises occupied by you;
 - Goods used for business purposes.

Section B – Payment Protection Cover

Cover

Should this section apply, then this policy will pay in the event of:

Death or Terminal Illness

The outstanding Agreement balance (excluding arrears) at the date of death, or date of diagnosis by a Registered Medical practitioner of a terminal illness likely to result in death within 12 months ("Terminal Illness"), in a lump sum.

Temporary Disability

The outstanding Plan balance (excluding arrears) on the date immediately before you become Disabled.

Permanent Disability

The outstanding Plan balance (excluding arrears) on the date immediately before you become Disabled.

Note: In the event of deferred payment plans, no claims shall be made until the first Instalment due date, provided you are still Disabled at this time.

Redundancy for longer than 30 consecutive days

The outstanding Plan balance (excluding arrears) on the date immediately before you are made Redundant.

Note: In the event of deferred payment plans, no claims shall be made until the first Instalment due date, provided you are still Redundant at this time.

Bankruptcy

The outstanding Plan balance (excluding arrears) on the date immediately before you are declared Bankrupt.

Conditions

Disability

You cannot claim for Disability unless at the time of the event giving rise to the Disability you were in Full-Time Employment.

You must, as soon as possible after the event giving rise to the Disability, consult a Registered Medical Practitioner and where advised by the Registered Medical Practitioner continue going regularly to receive their advice and treatment at your expense. In the event we require you to receive additional advice and treatment from a Registered Medical Practitioner this will be at our expense.

Disability begins when you become certified as Disabled by a Registered Medical Practitioner and ends when the Practitioner declares you fit to resume Full-Time Employment.

To make a claim for Disability, you must provide confirmation of Full-Time Employment. E.g. a payslip or a letter from your employer confirming hours worked per week, or if self-employed a letter from your accountant or a statement of earnings from the Inland Revenue Department.

Redundancy

You cannot claim for Redundancy unless at the time of the event giving rise to the Redundancy you were in Full-Time Employment.

Redundancy begins when you register as unemployed with Work and Income NZ and ends when you obtain Full-Time Employment.

While you are Redundant you must make all reasonable efforts to find Full-Time Employment. You must tell us when you resume Full Time Employment.

To be able to make a claim for a later period of Redundancy you must have been in Full-Time Employment for at least 6 consecutive months since the end of your last period of Redundancy.

Benefit Limitation

Despite anything appearing above to the contrary in no case will we pay any more under this section than the total amount of the Agreement balance as at the date you are diagnosed as being terminally ill or the date of your Death, Disability, Redundancy or Bankruptcy, excluding arrears.

Exclusions

No amount will be paid if Death, Terminal Illness or Disability is directly or indirectly caused by or results from:

- any illness, injury or degenerative conditions which has previously been the subject of a Permanent Disability Claim ;
- the taking of alcohol or drugs except as prescribed by a Registered Medical Practitioner;
- any sexually transmitted disease;
- the normal effects of pregnancy, childbirth, abortion or miscarriage (no benefit will be paid for parental leave);
- adverse medical effects resulting from the treatment of any Disability;
- participation in a criminal act;
- flying other than as a passenger in an aircraft fully licensed for the carriage of passengers;
- parachuting, scuba diving, hang gliding;
- competing in any motor vehicle or motorcycle event (or practicing for same);

No benefit will be paid for Disability occurring within 30 days of the Commencement Date.

No amount will be paid if Redundancy:

- occurs within 30 days of the Commencement Date;
- was foreseeable and you knew or should have known Redundancy was likely at the Commencement Date;
- is not a genuine Redundancy;
- is the result of a strike or labor dispute in which you or your employer were involved;
- is the result of your voluntary resignation, your retirement, or the closure or sale of your own business.

No benefit will be paid for Bankruptcy occurring within 6 months of the Commencement Date.

General

The following provisions apply to both sections of this policy.

General conditions

The cover under the policy is for the term of your finance plan up to a maximum period of five (5) years, unless terminated earlier ("Period of Cover").

This policy begins on the Commencement Date and terminates on the earlier of:

- The date that all money due under the Agreement is repaid;
- The date the Agreement terminates;
- The expiry of the Period of Cover.

No benefit will be payable for any event occurring while you are working, living or travelling outside of New Zealand.

We may cancel your policy if you make any false statement or you omit to provide material information in connection with;

- the Agreement application; or
- any claim; or
- any declaration made by you.

And you may be required to refund any benefits overpaid by us. You may not transfer the ownership or benefit of this policy.

This policy has no cash value if it is surrendered by you or cancelled (but this does not affect your right to receive a premium refund for the unexpired portion of the policy).

This policy will be interpreted in accordance with the laws of New Zealand and payments under this policy will be made in New Zealand dollars.

Nothing in this policy is intended to cancel your rights under the Consumer Guarantees Act 1993.

You should consider whether you have any existing insurance policies which may already protect you against some or all of this risk. Safeguard Insurance is financed under your card and the premium for this policy is included in the instalments you pay under the agreement.

General exclusions

There is no cover for any loss caused directly or indirectly by:

- war, invasion, act of foreign enemy, warlike operations (whether war has been declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;
- nuclear weapons material, ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear wastes which result from the combustion (including self-sustaining process of nuclear fission) of nuclear fuel;
- confiscation, nationalization, or requisition by the order of Government, local body, or authority, unless it is to prevent a loss for which a claim would have otherwise been covered by a part of this policy;

- earthquake, volcanic eruption, hydrothermal or geothermal activity, tsunami, or any event where cover is provided under the Earthquake Commission Act 1993;
- any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. This exclusion also applies to any loss resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

Claims

You must notify us of any claim under this policy immediately after the event giving rise to the claim occurs, but no later than 30 days after that event.

To make a claim you must complete a claim form and provide us with all the information we require.

You must send your claim form to us together with:

- a Police report in the case of loss, malicious damage, burglary or theft and;
- any documents or letters you have received from other people in connection with the claim.

You must assist us with your claim in any way we reasonably request.

To assess your claim, we will require access to all medical and other information which may be relevant to the claim. You are responsible for providing certificates and evidence in support of your claim at your expense.

Payments

All amounts payable on claims made by you under this policy will be paid to RFS for your credit, except where we agree to repair or replace the Goods. This policy does not cover replacement goods.

The premium for this policy is included in the instalments you pay under the Agreement.

Communication

You agree that when we write to you about an important notice, to inform you of changes to our terms and conditions, to provide you with disclosure or for any other reason we can do so using the contact details you have provided us with. Your contact details may include your postal address, your email address, or your mobile phone number. Any such communications may include a link to such information on our website.

Any communications between you and us (including but not limited to telephone calls) may be recorded for security, record keeping and training purposes.

Definitions

The following definitions apply to both sections of this policy.

“Acceptable Quality” These words have the same meaning as in the Consumer Guarantees Act 1993.

“Agreement” The Fixed Instalment Agreement between you and RFS in which you elected to take the benefit of this insurance.

“Bankruptcy” You become bankrupt under the Insolvency Act 2007.

“Commencement Date” The later of

- the date you signed the Agreement;
- or the commencement date of that Agreement; or
- the date the Goods were delivered to you.

“Disability” Temporary Disability or Permanent Disability.

“Disabled” has a corresponding meaning.

“Full-Time Employment” Permanent employment for financial gain with the same employer for at least 15 hours a week.

“Goods” The goods or products to which the Agreement relates.

“Instalment” The monthly amount payable under the Agreement and becoming due after the time of the event giving rise to the claim, but excluding any arrears already accrued at that time.

“Partner” Either member of a couple that is legally married or in a civil union or is a ‘de-facto partner’ as defined by 29A Interpretation Act 1999.

“Permanent Disability”

An illness or injury which has lasted at least 3 months, and which, as certified by a Registered Medical Practitioner, will prevent you from engaging in all of the duties relating to your usual Full-Time Employment for the foreseeable future.

“Redundancy” The loss of Full-Time Employment (other than by dismissal for breach of contract or resignation) because the position of employment has become superfluous to the needs of the employer for a minimum period of 30 consecutive days.

“Redundant” has a corresponding meaning.

“Registered Medical Practitioner” A person registered as a medical practitioner under the Health Practitioners Competence Assurance Act 2003.

“Temporary Disability” Injury or illness totally preventing you from attending your usual Full-Time Employment for a minimum period of 30 consecutive days.

“Terminal Illness” Illness likely to result in death within 12 months.



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