



GUARANTEED  
ASSET  
PROTECTION  
Insurance



# Welcome

The Purchaser: \_\_\_\_\_

The Policy Number: \_\_\_\_\_

Vehicle Registration Number: \_\_\_\_\_



## WHY YOU CAN RELY ON PROTECTA

Protecta Insurance is a New Zealand owned and operated company that is focused on “Protecting Your Investment.”

Our superior performance in claims handling and paying means that we have “Experience Where it Counts” for you.

A focus on providing “Real Cover for Real People” gives you the assurance of your “Peace of Mind.”

We are available 24 hours a day, 7 days a week on **0800 PROTECT (776 832)** and we look forward to being of service to you.

Stephen Glading

A handwritten signature in black ink that reads "Stephen Glading". The signature is written in a cursive, flowing style.

Managing Director

**Protecting  
your investment**



## Here's what your new Protecta **GUARANTEED ASSET PROTECTION** Insurance means for you:

- ✓ **Extensive Cover**  
We have compared and added a number of benefits to give you extra protection in the event of a "total loss" of your vehicle

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- ✓ **Insured Event**  
We will pay the Shortfall between the amount still owing to the Finance Company and your comprehensive motor vehicle insurance payout

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- ✓ **Maximum Amount Claimable**  
Up to \$5,000 or \$10,000 (as specified on your Certificate of Insurance) plus any application additional benefits

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- ✓ **Additional Benefits**  
Optional additional benefits to meet your out of pocket expenses including:
  - Insurance excess for the total loss vehicle
  - Rental Vehicle costs of up to \$100 a day for a maximum of 5 days
  - Insurance premium for your replacement vehicle
  - On-road costs for your replacement vehicle

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- ✓ **Available 24 hours a day, 7 days a week**  
Personally answered 0800 phone number

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- ✓ **Easy Claims Process**  
Experienced people that make the process as fast and easy as possible for you

*Note: For full description of cover please refer to the Insurance Policy wording starting on Page 5*

**"It all adds up to your Peace of Mind"**



# Protecta Insurance offers you even more

## MOTOR VEHICLE INSURANCE

Our Comprehensive Motor Vehicle Insurance is one of the best in the market, offering true protection of your valuable asset.

**We provide cover options of:**

- (i) Full Cover including AA Roadservice Cover and Accident Management Service
- (ii) Third Party Cover
- (iii) Third Party, Fire, Theft and Illegal Conversion

These insurances cover all the things you would expect from your insurance provider, and more.

**Great additional benefits include:**

- 24 hours a day, 7 days a week personally answered 0800 phone number
- New for Old Vehicle replacement if a new NZ Vehicle is a total loss within the timeframe stated on your Insurance Policy
- Completion of Journey and Salvage costs
- No Claim Bonus
- Keys and Locks cover
- Medical and Legal expenses
- No Blame Bonus and Excess Protection
- Shortfall option including replacement premium benefit



## MOTORCYCLE INSURANCE

No matter how carefully you guard yourself, the unexpected can happen. Protecta Insurance Motorcycle Insurance gives you peace of mind if you're commuting to work, out on the open road, or just out for a great weekend.

The flexibility, simplicity and security of our Motorcycle Insurance means that you know you're doing the right thing.

**We provide cover options of:**

- (i) Full Cover including AA Roadservice Cover
- (ii) Third Party, Fire and Theft Cover
- (iii) Fire and Theft Only
- (iv) Fire, Theft and Transit Cover for unregistered motorcycles.

These insurances cover all the things you would expect from your insurance provider and more.

**Great additional benefits include:**

- 24 hours a day, 7 days a week personally answered 0800 phone number
- Completion of Journey and Salvage costs
- No Claim Bonus
- Keys and Locks cover
- Legal expenses
- Helmet Cover
- No Blame Bonus & Excess Protection
- Shortfall option including replacement premium benefit



# Insurance Policy Conditions

## GUARANTEED ASSET PROTECTION

Allianz Australia Insurance Limited (hereinafter referred to as Allianz) has authorised Protecta Insurance New Zealand Limited (hereinafter referred to as Protecta Insurance) and its Sub-Agents to issue Guaranteed Asset Protection Insurance Policies (hereinafter referred to as this Insurance Policy) on their behalf.

This Insurance Policy witnesses that in consideration of payment of the agreed premium and on the basis of the information declared in the Certificate of Insurance, Protecta Insurance has been authorised to pay the amount owing to your Financier following a Total Loss settlement by your Motor Vehicle Insurer, subject to the terms and conditions contained in this Insurance Policy.

The Insurance Policy shall become operative on the Policy Start Date as declared in the Certificate of Insurance and will continue in force until terminated in accordance with the terms and conditions contained in this Insurance Policy.

## 1. DEFINITIONS

**Balance Outstanding** means;

the amount owing to the Financier with respect to the Finance Policy as at the date of settlement of the Guaranteed Asset Protection (GAP) claim, less any arrears, penalty interest, late payments, penalty payments for early discharge, rebatable items, or any additional interest payments or any amount of increased liability due to any variation to the original Finance Contract.

**Certificate of Insurance** means;

the most recent Certificate of Insurance provided to the Insured, outlining the particulars of the Insurance Policy.

**Company** means;

Allianz Australia Insurance Limited.

**Comprehensive Motor** means;

a comprehensive motor vehicle insurance policy that covers the Insured against theft and accidental loss or damage to the Motor

Vehicle being in force at the date of the Total Loss. The sum insured or agreed value of the Motor Vehicle covered by the Comprehensive Motor Vehicle Insurance must not be less than the purchase price of the vehicle and must include cover for any modifications, accessories or extra's to the Motor Vehicle.

**Finance Contract** means;

the finance Contract or hire purchase agreement between the Financier and the Insured for the purchase or lease of the Motor Vehicle declared in the Certificate of Insurance.

**Financier** means;

the finance company stated in the Certificate of Insurance.

**Insurance Policy** means;

this Guaranteed Asset Protection Policy, including the Certificate of Insurance and any endorsements (if any) thereon underwritten by Allianz.

**Insured** means;

the person/s declared in the Certificate of Insurance as the registered owner of the Motor Vehicle.

**Insurer** means;

the insurance company stated on the Certificate of Insurance.

**Motor Vehicle** means;

the motor vehicle stated on the Certificate of Insurance including its standard equipment, tools and accessories (factory fitted or supplied by the vehicle manufacturer) that was in or attached to the Motor Vehicle at the Insurance Policy Start Date.

**Policy Start Date** means;

the start date of the Insurance Policy as declared in the Certificate of Insurance.

**Proposal Form** means;

the insurance application which gathers the relevant information necessary to offer insurance and confirms on what terms and conditions the insurance is offered.

**Total Loss** means;

in the event the Motor Vehicle is stolen and not recovered and/or damaged beyond economical repair, and is deemed a total loss under the Comprehensive Motor Vehicle Insurance policy.

**Total Loss Payment** means;

the payment under the Comprehensive Motor Vehicle Insurance policy for Total Loss prior to any deductions for excess or additional premium due.

## 2. INSURED EVENT

Providing the purpose of the Finance Contract or hire purchase agreement is solely for the purchase or lease of the Motor Vehicle stated in the Certificate of Insurance, and if the Motor Vehicle is a Total Loss for which a Total Loss Payment has been made, the Company will pay the Financier the shortfall between the Total Loss Payment (prior to any deduction for excess or additional premiums due under the Comprehensive Motor Vehicle Insurance policy) and the Balance Outstanding up to a maximum amount specified on the Certificate of Insurance. There shall be no amount payable for any rebatable items that are included in the Finance Contract or any increased liability arising from a variation or rearrangement of the terms of the Finance Contract.

## 3. ADDITIONAL BENEFITS

Provided the Insured has nominated an option which includes Additional Benefit cover and the Insured is over 21 years of age as at the Policy Start Date, the listed benefits below will also apply, subject to an accumulated maximum limits of liability specified on the Certificate of Insurance:

- On-road costs comprising delivery charges and registration in relation to the purchase of your replacement vehicle providing the replacement vehicle is purchased within 60 days of the Total Loss.
- The Comprehensive Motor Vehicle Insurance premium to be paid in relation to your replacement vehicle, providing

the replacement vehicle is purchased within 60 days of the Total Loss.

- The excess in relation to the Total Loss of the Motor Vehicle.
- The cost of hiring a rental vehicle. This cost will be limited to a maximum of \$100 per day and for a maximum of 5 days, providing the rental period is between the Total Loss date and the purchase of a replacement vehicle and is in any case within 60 days of the Total Loss.

#### 4. CLAIMS

##### A Notice of Claim

Notice of a claim must be given by the Insured or his representative to the authorised agent Protecta Insurance as soon as possible but in any case within twenty eight (28) days of the happening of the Insured Event by adopting one of the following procedures: -

- Telephone Protecta Insurance at Auckland, Phone (09) 377 6872 and ask for the Insurance Claims Department OR Fax to (09) 915 7831.
- Write to Protecta Insurance, P.O. Box 37-371, Parnell, Auckland, requesting a claim form.
- E-mail Protecta Insurance at: [contact@protecta.co.nz](mailto:contact@protecta.co.nz) and request a claim form.

##### B Proof of Claim

Following a Total Loss of the Motor Vehicle, Protecta Insurance and Allianz require a completed claim form with details of the Balance Outstanding due to the Financier and the Total Loss Payment.

##### C Payment of Claims

Protecta Insurance will make any Balance Outstanding payment direct to the Financier whose receipt will discharge Protecta Insurance and Allianz entirely.

##### D Payment of Benefits

The Protecta Insurance will reimburse benefit payments as instructed when receipts are submitted.

#### 5. TERMINATION

This Insurance Policy will terminate on any of the following events:

- The expiry or early repayment of the Finance Contract.
- The transfer of ownership of the Motor Vehicle.
- The cancellation of this Insurance Policy.
- The Motor Vehicle no longer being covered under a Comprehensive Motor Vehicle Insurance Policy.
- A claim is made under this Insurance Policy.
- Up to 60 months from the Finance Contract start date (depending on Policy term).

#### 6. GENERAL

##### A) CURRENCY

All monetary amounts referred to in this Insurance Policy are expressed and payable in New Zealand currency.

##### B) COOL-OFF PERIOD

If the Insured is not satisfied with the cover provided in this Insurance Policy, please advise Protecta Insurance in writing within fifteen (15) days of the Policy Start Date. Protecta Insurance may then agree to change this Insurance Policy. If the Insured wishes to cancel this Insurance Policy within fifteen (15) days of the Policy Start Date, the Insured may do so provided that there have been no claims. Protecta Insurance will then refund the paid premium.

##### C) CANCELLATIONS

- i) The Insured may at any time ask Protecta Insurance to cancel this Insurance Policy. However, Protecta Insurance shall only cancel this Insurance Policy if the Insured has supplied Protecta Insurance with written approval of the proposed cancellation from the agent who arranged the Insurance Policy and/or nominee named in the Certificate of Insurance. After such cancellation, Protecta Insurance will refund a proportional rebate of the premium paid as determined by current legislation. PLEASE NOTE: No refund will be paid if a claim on this Insurance Policy has already been made.
- ii) Protecta Insurance may at any time cancel this Insurance Policy by giving seven days notice in writing to the Insured whereby this Policy will terminate. After such cancellation

Protecta Insurance will refund a proportional rebate of the premium paid as determined by current legislation. PLEASE NOTE: No refund will be paid if a claim on this Policy has already been made.

- iii) The cancellation provisions in clauses 6c) ii) above shall be effective as from 4pm on the seventh day after posting or personal delivery of the notice of cancellation to the Finance Company and the Insured at their last known address.

##### D) CONDITIONS PRECEDENT

The due observance and fulfillment of the terms, provisions, conditions and endorsements of this Insurance Policy by the Insured insofar as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in any claim form or in any statement in support of a claim shall be conditions precedent to any liability of Allianz to make payment under this Insurance Policy.

##### E) JURISDICTION

This Insurance Policy shall in all respects be governed by and interpreted according to the laws of New Zealand.

#### 7. GENERAL INFORMATION

##### YOUR DUTY OF DISCLOSURE

Before entering into a Policy of Insurance, the Insured has a duty, at law, to disclose to the Company all material facts.

A material fact is one that may influence a prudent Insurer in deciding whether or not to accept the cover and, if so, on what terms and conditions and for what premium.

Examples of information an Insured may need to disclose include:

- Anything that increases the risk of an insurance claim;
- Any traffic conviction or offence;
- If another insurer has cancelled or refused to insure or renew insurance, has imposed special terms, or refused any claim;
- Any insurance claim or loss made or suffered in the past.

These examples are a guide only. If there is any doubt as to whether a particular piece of information needs to be disclosed, this should be referred to Protecta Insurance.

**NON-DISCLOSURE**

If an Insured fails to comply with their duty of disclosure, Allianz may be entitled to avoid the Policy of Insurance from the beginning and reject any claim under it.

**FAIR INSURANCE CODE**

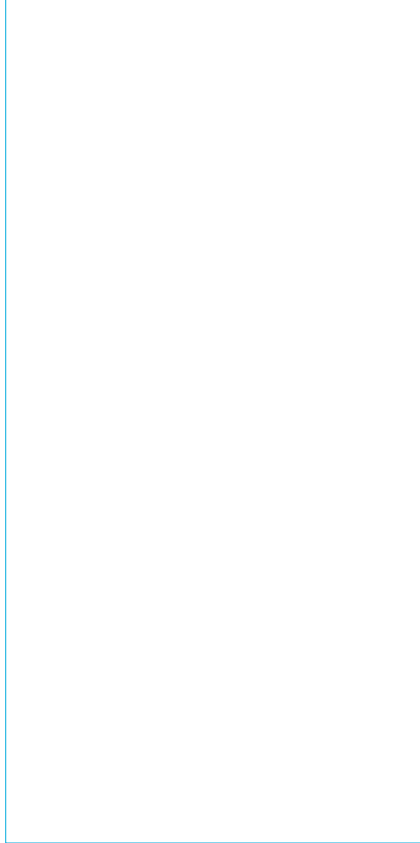
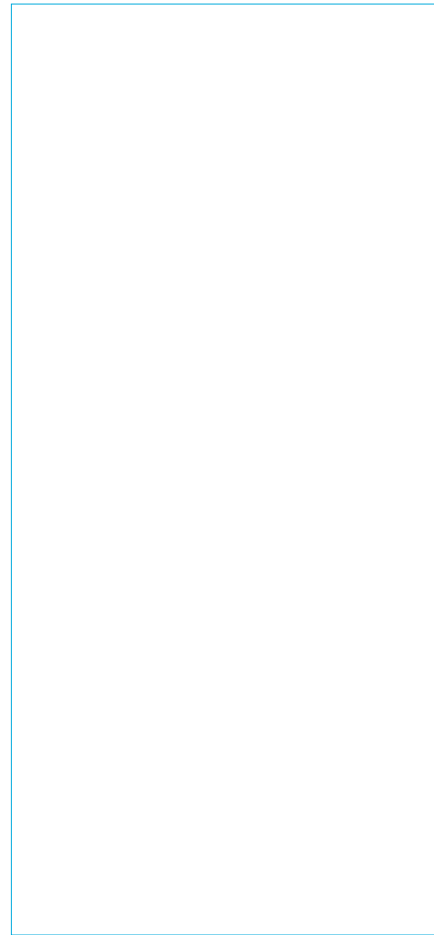
Allianz Australia Insurance Limited supports the principles of the Fair Insurance Code. The purpose of this code is to increase the standards of practice and service within the insurance industry. Further information relating to the Fair Insurance Code is available on request. Phone 0800 PROTECT (776 832).

**INSURER DETAILS**

This policy is underwritten by Allianz Australia Insurance Limited ABN 15 000 122 850 (Incorporated in Australia) trading as Allianz New Zealand of Level 1, 152 Fanshawe Street, Auckland 1010.

**ENDORSEMENTS**

This Insurance Policy is subject to the following endorsement/s. Any endorsement/s below is/are valid only where it has been produced and approved by Protecta Insurance. If this is not clear, please contact this office on 0800 PROTECT (776 832).

A large, empty rectangular box with a thin blue border, intended for listing any endorsements applicable to the policy.**NOTES**A large, empty rectangular box with a thin blue border, intended for providing any additional notes or details regarding the policy.

Protecting  
your investment<sup>®</sup>



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