

Payment waiver terms and conditions

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| Introduction | <p>The lender offers five levels of payment waiver covering the Events set out below:</p> <ul style="list-style-type: none"> • Platinum: the Events of Death, Disablement, Terminal Illness, Redundancy, and Insurance Shortfall • Gold: the Events of Death, Disablement, Terminal Illness, and Redundancy • Silver Plus: the Events of Death, Disablement, Terminal Illness, Bankruptcy, and Insurance Shortfall • Silver: the Events of Death, Disablement, Terminal Illness, and Bankruptcy • Bronze Plus: the Events of Death and Insurance Shortfall • Bronze: the Event of Death • Jade: the Event of Insurance Shortfall | | |
| Events | <p>If an Event covered by the Payment waiver you have selected as detailed below occurs before the Termination Date, Creditor will waive payment by you of all or part of the payments in the 'Payments' section of the Disclosure Statement up to the corresponding Waived Payments for that Event set out below, if all of the following apply:</p> <ul style="list-style-type: none"> (a) None of the corresponding Exclusions for that Event applies; and (b) None of the general exclusions for all Events applies; and (c) MTF or (if an insolvency event occurs in respect of MTF) TEL has been paid by Indemnifier an amount equal to those Waived Payments. | | |
| | Details | Waived payments | Exclusions |
| Death | <p>The Named Person's death before his or her 70th birthday.</p> | <p>The 'Total amount of payments' in the 'Payments' section of the Disclosure Statement, excluding:</p> <ul style="list-style-type: none"> • Instalments already paid, and • Instalments in arrears for more than 3 months <p>at the date of the Named Person's death.</p> | <p>No payments are waived if the Named Person's death arises directly or indirectly from:</p> <ul style="list-style-type: none"> a) The Named Person's attempted suicide or self inflicted injury or illness. b) The normal effects of the Named Person's pregnancy or childbirth. c) Alcoholism, drug addiction, or the influence of intoxicating liquor, narcotics or non-prescribed drugs. d) The Named Person taking part in any criminal act. e) The Named Person being outside of New Zealand. f) Asbestos, asbestosis or related diseases. |
| Disablement | <p>The Named Person suffers an illness or Accidental Injury that:</p> <ul style="list-style-type: none"> • Results in the Named Person being totally disabled for at least 8 consecutive days, and • Prevents the Named Person from engaging in or attending to the Named Person's usual business or employment or any business or employment for which the Named Person is reasonably suited (by education, training or experience) before his or her 70th birthday. | <p>The amount calculated by dividing the 'Total amount of payments' in the 'Payments' section of the Disclosure Statement, by the number of days of the whole term of the Contract, and then multiplying the result by the number of days of the Named Person's total disablement, excluding the first 7 days.</p> | <p>No payments are waived if the Disablement arises directly or indirectly from:</p> <ul style="list-style-type: none"> a) The Named Person's attempted suicide or self inflicted injury or illness. b) The normal effects of the Named Person's pregnancy or childbirth. c) Alcoholism, drug addiction, or the influence of intoxicating liquor, narcotics or non-prescribed drugs. d) The Named Person taking part in any criminal act. e) The Named Person being outside of New Zealand. f) Asbestos, asbestosis or |

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| <p>Terminal Illness</p> | <p>The Named Person suffers an illness or Accidental Injury before his or her 70th birthday that:</p> <ul style="list-style-type: none"> • Results in the Named Person being totally disabled, and • Prevents the Named Person from engaging in or attending to the Named Person's usual business or employment, which in the sole opinion of the Creditor, after consideration of such medical evidence as the Creditor determines is reasonably necessary, is likely to result in the Named Person's death within 6 months of the date on which the illness or Accidental Injury was diagnosed or suffered. | <p>The 'Total amount of payments' in the 'Payments' section of the Disclosure Statement, excluding:</p> <ul style="list-style-type: none"> • Instalments already paid, and • Instalments in arrears for more than 3 months <p>at the date on which the Terminal Illness was diagnosed</p> | <p>related diseases.</p> <p>No payments are waived if the Terminal Illness arises directly or indirectly from:</p> <ol style="list-style-type: none"> a) The Named Person's attempted suicide or self inflicted injury or illness. b) The normal effects of the Named Person's pregnancy or childbirth. c) Alcoholism, drug addiction, or the influence of intoxicating liquor, narcotics or non-prescribed drugs. d) The Named Person taking part in any criminal act. e) The Named Person being outside of New Zealand. f) Asbestos, asbestosis or related diseases. |
| <p>Redundancy</p> | <p>The Named Person is made involuntarily Redundant from any Permanent Employment before his or her 70th birthday, and the Named Person has registered with Work & Income New Zealand as unemployed, and the Named Person is actively seeking new employment.</p> | <p>The amount (which may not exceed \$10,000) calculated by dividing the 'Total amount of payments' in the 'Payments' section of the Disclosure Statement, by the number of days of the whole term of the Contract, and then multiplying the result by the number of days of the Named Person's Redundancy (not to exceed 208 days), and excluding the first 28 days.</p> | <p>No payments are waived in the following circumstances:</p> <ol style="list-style-type: none"> a) The Named Person's resignation, retirement, dismissal or voluntary redundancy. b) Redundancy or Threatened Redundancy that you or the Named Person knew, or should have known, about when this Contract started. c) Redundancy occurring outside New Zealand. d) Redundancy due to cessation of a season where the work is of a seasonal nature (e.g. fruit picking, shearing, working in a freezing works) or where the work is for a defined period. e) Where the Named Person is Self Employed or a working director. f) When the Named Person obtains further employment of any kind after the Named Person's Redundancy. Provided that if the Named Person is engaged for a finite temporary period only and again becomes unemployed solely by reason of the expiry of that period, payments are waived again from the day on which such unemployment recommences. |
| <p>Bankruptcy</p> | <p>The Named Person is Self Employed and adjudicated</p> | <p>The amount (which may not exceed \$10,000) calculated by</p> | <p>No payments are waived in the following circumstances:</p> |

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| | bankrupt as a result of a creditor's petition under the Insolvency Act 2006. | dividing the 'Total amount of payments' in the 'Payments' section of the Disclosure Statement, by the number of days of the whole term of the Contract, and then multiplying the result by the number of days the Named Person is an undischarged bankrupt, excluding the first 28 days. | <ul style="list-style-type: none"> a) Threatened bankruptcy that you or the Named Person knew, or should have known, about when this Contract started. b) If the Named Person has not been carrying on the same business in the same style for at least 2 years prior to when this Contract started. |
| Insurance Shortfall | A Total Loss arises and the Total Loss Payment is less than the Vehicle Finance Payout. | The amount by which the Vehicle Finance Payout exceeds the Total Loss Payment, up to a maximum of \$10,000. | <p>No payments are waived in the following circumstances:</p> <ul style="list-style-type: none"> a) The Named Person had no Comprehensive Motor Vehicle Insurance Policy at the time of the Total Loss. b) The Comprehensive Motor Vehicle Insurance Policy claim was declined. c) The Comprehensive Motor Vehicle Insurance Policy sum insured was less than the aggregate of the purchase price of the Motor Vehicle and the cost of any modifications, extras or add-ons to the Motor Vehicle. d) The payment waiver request is not received by MTF within 90 days of the Total Loss. |
| General exclusions for all Events | <p>No payments are waived if any of the above Events arise directly or indirectly from:</p> <ul style="list-style-type: none"> a) A state of affairs that existed prior to this Contract starting that you or the Named Person knew, or ought to have known, was likely to lead to an Event. b) Any medical condition or Accidental Injury for which the Named Person has received any medical advice or medical treatment prior to this Contract starting. c) Any aerial activity, unless travelling as a ticket holding passenger or aircrew on a scheduled flight in a fixed wing aircraft owned and operated by a licensed airline or charter company. d) Engaging in competitive motor racing of any kind, parachuting, hang-gliding or any professional sporting activity. e) HIV or any other sexually transmitted disease. 'HIV' means the Human Immunodeficiency Virus, the causative agent for the Acquired Immunodeficiency Syndrome (AIDS) and its related syndromes Lymphadenopathy Syndrome (LAS) and AIDS Related Complex (ARC). f) Any psychiatric or psychological illness (including mental stress and depression). g) Any act of declared or undeclared war, invasion or civil war. h) Nuclear weapons material, ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste. i) Any Act of Terrorism. j) An earthquake, volcanic eruption, hurricane, tornado, hydrothermal activity, subterranean fire or other convulsions of nature. | | |
| Notification | <p>The Named Person must give notice of an entitlement to any Waived Payments to MTF or any other person nominated by MTF ('Creditor's agent') as soon as possible (but in any event within 90 days) after the Event occurs. If any notice of an entitlement or information provided by or on behalf of you or a Named Person relating to an Event is in any respect false or fraudulent, the Creditor will have no obligation to waive any payment by you in respect of that or any other Event.</p> | | |
| Limitations | <p>The following limitations apply:</p> <ul style="list-style-type: none"> a) You are not entitled to the benefit of any Waived Payments until MTF or (if an insolvency event occurs in respect of MTF) TEL has been paid by Indemnifier an amount equal to those Waived Payments. b) If more than one of the Events of: Death, Disablement, Terminal Illness, Redundancy or | | |

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| | <p>Bankruptcy applies at the same time, you are only entitled to Waived Payments in respect of the first occurring Event.</p> <p>c) The Waived Payments only apply once, regardless of how many Customers there are.</p> <p>d) The Event of Death shall not be presumed by the Named Person's disappearance, unless there has been a total loss of the ship or aircraft in which the Named Person was travelling.</p> <p>e) The maximum aggregate amount of all Waived Payments must not exceed \$200,000.</p> |
| Compliance | The Named Person must comply with all the terms of this clause 2.0 before the Creditor waives any payments under it. |
| Cancellation | You acknowledge that this clause 2.0 forms part of this Contract. You cannot cancel this clause 2.0 except in accordance with the early cancellation right set out in the 'Full prepayment' section of the Disclosure Statement. On early cancellation, you have no right to be repaid any amount which you paid for the Payment waiver. However, on early cancellation, the person named as the Creditor on page 1 of this Contract may (in its discretion) pay you a proportion of the amount which you paid for the Payment waiver if you discharge your obligations in accordance with the 'Full prepayment' section and no waiver request has then been made under this clause 2.0. |
| Tax | The Creditor makes no representation about the tax status of the Waived Payments in the hands of the Customer. The Customer is recommended to seek tax advice about this. |
| Definitions | <p>'Accidental Injury' means the Named Person's bodily injury caused solely and directly by violent accidental external and visible means.</p> <p>'Act of Terrorism' means an act, including but not limited to the use of force or violence and threat of any person or group, whether acting alone or on behalf of or in connection with any organisation or government that from its nature or context is done for, or in connection with political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and, or, to put the public or any part of the public in fear.</p> <p>'Comprehensive Motor Vehicle Insurance Policy' means a comprehensive insurance policy that covers the Named Person against accidental loss or damage to the Motor Vehicle, and that is in force at the date of the Total Loss.</p> <p>'Motor Vehicle' means the Purchased Goods described in 'Goods' section of the Disclosure Statement.</p> <p>'Named Person' means the person listed under 'Named Person' in the 'Credit details' section of the Disclosure Statement.</p> <p>'Permanent Employment' means working for salary, wages, commission, compensation, fees or employment income and employed by an employer on a permanent basis for a minimum of 20 hours per week.</p> <p>'Redundant' means an excess of manpower resulting from the mechanisation, rationalisation, or decrease of business activity, including the closing down of an enterprise or changes in plant, methods, materials or products or re-organisation or other like course, requiring a permanent reduction in the number of workers employed on other than a casual, temporary or seasonal basis, and then remuneration from the Named Person's employer thereby ceasing.</p> <p>'Self Employed' means a person who, otherwise than as an employee and whether alone or together with another person or other people, carries on a business in New Zealand.</p> <p>'Threatened Redundancy' means when notice has been given by the Named Person's employer of an intention to make some or all employees Redundant.</p> <p>'Termination Date' means the earlier of the following:</p> <ul style="list-style-type: none"> • The Goods being repossessed by the Creditor, • The 'Total amount of payments' in the 'Payments' section of the Disclosure Statement being repaid, • This Contract being cancelled. <p>'Total Loss' means the Motor Vehicle is stolen and not recovered and/or damaged beyond economical repair.</p> <p>'Total Loss Payment' means the payment under the Comprehensive Motor Vehicle Insurance Policy for a Total Loss.</p> <p>'Vehicle Finance Payout' means the amount owing by you under this Contract at the date of payment of the Total Loss claim, less any arrears, any default interest, any late payments, any rebatable items, any additional interest and any amount of increased liability where there has been a variation to this Contract.</p> <p>'Vehicle Insurer' means the insurance company named in the Comprehensive Motor Vehicle Insurance Policy.</p> <p>'Waived Payments' means the amount described in the table above under the column headed 'Waived Payments' that corresponds to the applicable Event. In the case of the Events of Disablement, Bankruptcy and Redundancy, the amount accrues as each payment under the Contract falls due.</p> |