

Identity Theft Insurance

Policy Information Booklet

New Zealand

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Identity Theft Insurance Policy Information Booklet New Zealand

This **Identity theft** Insurance is available to **you** under the **Master Policy** issued to NortonLifeLock Singapore Pte Ltd (**policyholder**) 8 Marina Boulevard, #05-02, Marina Bay Financial Centre, Singapore, 018981 by AIG insurance New Zealand Limited. Level 7, 21 Queen Street, Auckland, NZ (**we/us/our/insurer**).

The **policyholder** is not the issuer of the **Identity theft** Insurance **Master Policy** or any of its underlying **insurance cover** and neither the **policyholder** nor any of its related corporations guarantee any of the benefits provided under these covers. These covers are provided to **insured person(s)** as an incidental benefit of **Norton Identity Advisor Plus** and **N360 Advanced plans** product offerings and the **policyholder** does not receive any commission or remuneration from **us** for arranging this **Identity theft** Insurance.

The **policyholder** may terminate the **Identity theft insurance cover** by providing written notification to **insured person(s)**.

The cover provided under this **Identity theft** Insurance is only available when the **eligibility criteria** are met.

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 under this cover. 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.

IMPORTANT MATTERS ABOUT THE INSURANCE COVER

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

1. Eligibility Criteria

You are eligible for this **Identity theft** insurance cover if **you** completed enrollment and have a valid subscription of the relevant NortonLifelock product and have been declared to **us** by the **policyholder** to be insured under the **Master Policy**.

2. Individual Period of Insurance

Insurance cover under this **Identity theft** Insurance is provided to **you** for a period of 365 consecutive calendar days commencing from the day immediately after **you** have satisfied the **eligibility criteria**.

3. There are some circumstances where cover cannot be provided. These circumstances are set out in this **Identity Theft** Insurance Policy Information Booklet. Please take special note of the Coverage Exclusions, Coverage Conditions and General Conditions set out on pages 7-10.

4. This Identity Theft Insurance Policy Information Booklet also contains important information about **your** rights and obligations including information about the Fair Insurance Code, Dispute Resolution and Privacy on pages 11-13.

5. 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 **you**.

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

THE INSURANCE COVER

You are insured during the **period of insurance** subject to the terms, conditions, exclusions and limitations set out in this Policy 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** as set out in the **Master Policy**.

DEFINITIONS

Business means:

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

Cyber attack means unauthorized access to or unauthorized use of a computer system or network with the purpose of obtaining **your** personal information.

Eligible accounts means any banking or credit arrangement from a financial institution for personal use, such as a credit / debit card account, a digital account or a car/home/personal loan account.

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

Eligibility Criteria means the **eligible customer** who the **policyholder** has declared to **us** is to be insured under the **Master Policy**.

Identity Theft means the unauthorized and/or illegal use of an **insured person's** personal information such as their name or driver's licence to open **eligible accounts** that they did not authorize including where personal information was acquired through a **cyber attack**.

Income means

- a. for a salaried **insured person**, the average weekly income gross of personal deductions and income tax, excluding bonuses, commissions, overtime and other allowances; or
- b. for a self-employed **insured person**, the average weekly income net of business expenses incurred in earning that income;

all derived during the 12 calendar months period immediately preceding the claim occurrence date under this Policy.

Individual Period of Insurance means the 365 consecutive calendar 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 customer** within the **policy period**.

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

Insured/Policyholder means NortonLifeLock Singapore Pte Ltd.

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

Natural Catastrophe means flood, windstorm, lightning, explosion, landslide, volcanic action, earthquake and / or tsunami.

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**.

Relative means **your** legally married spouse, legal civil partner, parent, step-parent, parent in-law, grandparent, child, stepchild, legally adopted child, grandchild, brother, brother in-law, sister, sister in-law, son in-law, daughter in-law, uncle, aunt, niece, nephew, and first cousin.

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.

Theft means the unlawful taking of property from **your** care and/or custody, without **your** assistance, consent or co-operation.

We/Our/Us/ Insurer means AIG Insurance New Zealand Limited .

You/Your/ Insured Person/Covered 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** customer

COVERAGE

A. Legal Expenses

Description of Cover

We will reimburse an **insured person** up to NZ\$25,000 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**.

B. Loss of Income

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 and restoration of their identity that has been altered due to **identity theft**.

Payment for loss of income 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 NZ\$3,000.

C. Obligation to Pay

Description of Cover

If any **eligible accounts** were opened in an **insured person's** name without their authorization, **we** will pay an **insured person** up to NZ\$25,000 for their actual loss from the unauthorized account. **We** will pay up to NZ\$25,000 for an **insured person's** legal obligation to pay a creditor when the account was created as part of their **identity theft**.

D. Miscellaneous Expenses

Description of Cover

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

- a. The cost of re-filing applications for **eligible 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**, phone calls, and certified 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.

Specific 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 C – Obligation to Pay;
2. Costs associated with 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 to **us**;
6. Losses that do not occur within the **policy period**;
7. Losses that result from, or are related to, business pursuits including **your** work or profession;
8. Any losses that are related to or loss of crypto-currency, non-fungible tokens (NFTs) or other digital assets.
9. Travelling in or being in a place, country or region which is subject to any travel restrictions imposed under any government orders, advisories, regulations, directives or border closures irrespective of whether or not such claim is directly related to such travel or you being in such place, country or region.
10. Gambling.
11. Losses resulting from an **identity theft** authorized, initiated, performed or effectuated by or under the direction of a foreign government, military, military intelligence or nation-state or;
12. Any claim which arises directly or indirectly from, or is caused by the unauthorised or illegal use of your business name or any unauthorised and/or illegal method of identifying any business activity of yours

Specific 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 unauthorized 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. **We** will be permitted 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**.

How to make a Claim

1. Call **us** on 0800-570-503 to make a claim within 5 business days of discovering the **identity theft** and to obtain claims form and instructions. The claims line to report and receive a claim form is available 24 hours a day, 7 days a week;
2. File a police report within 48 hours of discovering the **identity theft**;
3. Notify the **insured person's eligible account** issuer(s) of the **identity theft** within 24 hours of discovering the **identity theft**;
4. Complete and return any claims forms including an authorization 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 EXCLUSIONS

No cover will be provided in respect of the following losses:

1. Losses in connection with **business** pursuits, interests or professional services dealings, relationships or transactions, **business** income, **business** investments or, any **business** account. However this exclusion will not apply to an individual self-employed **insured person**, for any cover under Part B: Loss of Income Cover- where such income consists of the **insured persons** average weekly income net of business expenses incurred in earning that income.
2. Losses caused by **your** illegal or fraudulent acts.
3. Losses that **you** have intentionally or recklessly caused.
4. Losses that result from collusion between you and a **relative** where such collusion was effectuated for the puposes of lodging a fraudulent claim.
5. 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.
6. Losses due to the order of any government, public authority, or customs' officials.
7. Losses due to or related to a nuclear, biological, or chemical event;

Sanctions Exclusion

The **Insurer** shall not be deemed to provide cover and the **Insurer** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Insurer**, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, Australia, New Zealand or the United States of America.

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 **Identity theft** Policy Information Booklet are in New Zealand currency (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 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**
If any false or fraudulent statement, or any incorrect statement is made 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, or any fraudulent means or devices are used by the **policy holder** and/or the **insured person** to obtain any benefit under this policy then all benefits under this **insurance cover** are not payable and we may cancel 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. Mitigation**
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.

FAIR INSURANCE CODE

AIG Insurance New Zealand Limited, as a member of the Insurance Council of NZ Incorporated, subscribes to the Fair Insurance Code.

COMPLAINTS AND FEEDBACK

Learning about **your** experiences with **us** and **our** service partners helps to improve the way **we** do business with **you**. If **you** have feedback, or an issue **you** would like resolved **we** encourage **you** to make contact. Below is information on how to contact **us** and how **we** will work together to resolve any concerns **you** have.

How to provide feedback or make a complaint

If **you** would like to provide **your** feedback or complaint **you** can do so by lodging **your** complaint on our website, **you** can send **your** complaint to us via email at customerfeedbacknz@aig.com and/or in writing to:

AIG Insurance New Zealand Ltd,
PO Box 1745,
Shortland Street,
Auckland 1140

If **you** are not satisfied with **our** response to **your** complaint, **you** can request to have the matter reviewed by our Internal Dispute Resolution Committee ("Committee") by contacting the person who signed **your** complaint response letter or by contacting:

The Chairperson IDRC
AIG Insurance New
Zealand Limited,
PO Box 1745,
Shortland Street,
Auckland 1140
customerfeedbacknz@aig.com

The Committee will investigate your complaint promptly and fairly and provide their decision with reasons in writing. If **your** complaint cannot be resolved to **your** satisfaction through the Committee, **we** will provide **you** with a 'deadlock' letter so **you** can take **your** matter to the Financial Services Complaints Limited (FSCL). FSCL is a free and independent body approved by the Ministry of Consumer Affairs.

We will comply with any decision made by FSCL. Contact details for FSCL are:

Financial Services Complaints
Limited PO Box 5967
Wellington, 6101
0800 347 257
info@fscl.org.nz
<http://www.fscl.org.nz>

PRIVACY NOTICE

This notice sets out how **we** collect, use, and disclose personal information about:

- **you**, if an individual; and
- other individuals **you** provide information about.

Further information about **our** Privacy Policy is available at www.aig.co.nz or by contacting **us** at privacy.officerNZ@aig.com or write to:

The Privacy Officer
AIG Insurance New Zealand
Limited PO Box 1745
Shortland St
Auckland 1140

How we collect *your* personal information

We usually collect personal information from **you** or **your** agents. **We** may also collect personal information from:

- **our** agents and service providers;
- other insurers;
- people who are involved in a claim or assist us in investigating or processing claims, including third parties claiming under **your** policy, witnesses, and medical practitioners;
- third parties who may be arranging insurance cover for a group that **you** are a part of;
- providers of marketing lists and industry databases; and
- publicly available sources.

Why **We** collect **Your** personal information

We collect information necessary to:

- underwrite and administer **your** insurance cover;
- improve customer service and products including carrying out research and analysis including data analytics functions; and
- advise **you** of **our** and other products and services that may interest **you**.

You have a legal obligation under the New Zealand law to disclose certain information. Failure to disclose information required may result in **us** declining cover, cancelling **your** insurance cover, or reducing the level of cover, or declining claims.

To whom we disclose *your* personal information

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

- **you** or **our** agents, entities to which **we** are related, reinsurers, contractors or third-party providers providing services related to the administration of **your** Policy;
- banks and financial institutions for Policy payments;
- **you** or **our** agents, assessors, third party administrators, emergency providers, retailers, medical providers, travel carriers, in the event of a claim;
- entities to which **we** are related and third-party providers for data analytics functions;
- other entities to enable them to offer their products or services to **you**; and
- government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law. **We** are likely to disclose information to some of these entities located overseas, including in the following Countries: Canada, Bermuda, Ireland, Belgium, the Netherlands, France, Germany, United States of America, United Kingdom, Singapore, Malaysia, the Philippines, India, Hong Kong, New Zealand as well as any country in which **you** have a claim and such other countries as may be notified in **our** Privacy Policy from time to time.

You may request not to receive direct marketing communications from **us**.

Access to *your* personal information

Our Privacy Policy contains information about how **you** may access and seek correction of personal information **we** hold about **you**. In summary, **you** may gain access to **your** personal information by submitting a written request to **us**.

While access to this personal information may generally be provided free of charge, **we** reserve the right to charge for access requests in some limited circumstances. **We** may not permit access to **your** personal information. Circumstances where access may be denied include where it would have an unreasonable impact on the privacy of other individuals, or where it would be unlawful.

Complaints

Our Privacy Policy also contains information about how **you** may complain about a breach of the applicable privacy principles and how **we** will deal with such a complaint.

Consent

If applicable **your** application includes a consent that **you** and any other individuals **you** provide information about consent to the collection, use and disclosure of personal information as set out in this notice.