



# Leaseguard Insurance Policy



AHI  
Product Disclosure Statement  
& Policy Wording

This Policy Wording & PDS is dated 25/03/2023

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# Product Disclosure Statement (PDS)

Motor Vehicle Lease  
Protection Insurance

# The Purpose of this Product Disclosure Statement

This Product Disclosure Statement (PDS) contains important information as required under the Corporations Act 2001 (Cth) and has been prepared to assist You to:

- Decide whether this product will meet Your needs; and
- Compare this product with any other products You may be considering.

This PDS sets out significant benefits and risks of the Policy. It is designed to help You decide if the cover is right for You. Any advice is general and does not take into account Your individual needs and circumstances. For full details of the benefits, limitations, exclusions, terms and conditions You should read the Policy Wording (provided below) carefully.

## The Issuer

This product is intermediated by Marsh Advantage Insurance Pty Ltd (ABN 31 081 358 303) (Australian Financial Services Licence (AFSL) 238369) (Marsh Advantage Insurance) of One International Towers, 100 Barangaroo Avenue, Sydney NSW 2000 acting as agent of Accident & Health International Underwriting Pty Limited (ABN 26 053 335 952 AFSL 238261) ('AHI/Insurer') is the product distributor for and on behalf of the product issuer, Tokio Marine & Nichido Fire Insurance Co. Ltd (ABN 80 000 438 291 AFSL 246548).

Marsh Advantage Insurance is a business of Marsh & McLennan Companies (MMC).

Marsh Advantage Insurance is paid a fee in relation to this insurance. The fee amount is 0.39% of the monthly lease rental amount exclusive of applicable taxes. SG Fleet also charges a fee which is a percentage of the annual monthly lease rental.

## Cooling – Off Period

We will refund all premium for cover under the insurance Policy if You request cancellation of the insurance Policy within 21 days of its commencement. To do this You must advise Us in writing. You will not receive a refund if You have made a claim under this Policy during the cooling-off period.

## Privacy

Marsh Advantage Insurance and AHI are bound by the requirements of the Privacy Act 1988 as amended, which sets standards on the collection, use, disclosure and handling of personal information.

Personal information is essentially information about individuals where the individual can be identified. It may include information such as Your name, contact details, age, insurance history or financial details. Sensitive Information is a particular kind of personal information and includes information about an individual's health; racial or ethnic origins; membership of

political, professional or trade associations; political opinions or philosophical or religious beliefs; criminal record; or sexual preferences.

Marsh Advantage Insurance and AHI disclose Your personal information to third parties both in Australia and overseas, where it is believed necessary for Us to provide Our services to the professional standard You expect. These parties may include (but are not limited to) insurers, reinsurers and other intermediaries. All parties may also disclose this information, as needed, to employers, health workers, investigators, lawyers, loss adjusters and to government departments if required by law to do so.

Where practical, information will be collected from individuals directly, however sometimes it may be collected indirectly by way of a representative. When You give Marsh Advantage Insurance Your personal information about other individuals, We rely on You to have made them aware that You will or may provide their information to Us, the purposes for which We use it, the types of third parties We disclose it to and how they can access it (as described in this notice). If it is sensitive information We rely on You to have obtained their consent to these matters. If You have not done these things, You must tell Us before You provide the relevant information.

Where required You can access the personal information You provided to Marsh Advantage Insurance, and We can also facilitate You accessing the information supplied to AHI through Us by contacting:

The Privacy Officer  
Marsh Advantage Insurance Pty Ltd  
ABN 86 004 651 512  
Email: [privacy.australia@marsh.com](mailto:privacy.australia@marsh.com)  
Phone: (02) 8864 7688  
Post: PO Box H176, Australia Square NSW 1215

For more information about Marsh Advantage Insurance's Privacy Policy (<https://www.marshadvantage.com.au/privacy-policy.html>) or for details about Your rights You can contact either Your account executive or the Marsh Advantage Insurance's Privacy Officer, whose contact details are provided above.

For further general Privacy information You can contact The Office of the Australian Information Commissioner, or visit their web site on [www.oaic.gov.au](http://www.oaic.gov.au).

## Your duty to take reasonable care not to misrepresent

Before You enter into an insurance contract with us, the Insurance Contracts Act 1984 requires You to take reasonable care not to make a misrepresentation.

What this means is that You must take care to ensure the accuracy of any information You provide to us, as our decision whether to enter into a contract with You, and if so on what terms, will be based on the information You provide. Your duty includes:

- Giving honest, accurate and complete answers to any questions we ask;
- Making reasonable enquiries to determine the accuracy of any information You give to us; and
- Taking care to ensure that any representation You make to us is accurate.

Every person who is insured under the policy must comply with this duty at the commencement of the policy and when You renew, vary, extend, reinstate or replace the policy.

If You or any person who is insured under the policy do not comply with this duty and fail to take care to ensure the accuracy of any representation made to us, we may cancel the policy, reduce the amount we pay if You make a Claim, or decline a Claim. If You breach this duty fraudulently, we may avoid the policy altogether and treat it as if it never existed

You are required to be truthful in relation to any action or statement You make in connection with the policy.

## How to make a claim

In the event of a claim arising immediate notice should be given to Echelon Australia Pty Limited ('Echelon'). Echelon is a claims administrator who handles claims for the Insurer. Echelon is also an associated entity of Marsh Advantage Insurance. Echelon's contact details are provided in the Policy Wording at page 12.

## Taxation

Premiums may be tax deductible where You purchase Your insurance Policy for business purposes.

This tax information is a general statement only. See Your tax adviser for information about Your personal circumstances.

## Significant Benefits and Features of the Insurance Policy

This insurance Policy provides consumer credit insurance as defined in the Corporations Act 2001(Cth). You are not obliged to buy this insurance and it is not a requirement of Your Lease Agreement that You do so. If You choose to buy consumer credit insurance then You may do so with another insurer on terms that are the same or different to those contained in this PDS and Policy Wording.

This insurance Policy provides cover in the event of you becoming Unemployed as defined in the Policy Wording :

- for Your Monthly Lease Payments up to eleven (11) months of payments capped at \$15,000 (inclusive of GST); or
- You can choose to hand back the vehicle at any time after the Insurer has paid three (3) Monthly Lease Payments, and before the sixth (6th)

- payment is to be made by Us and claim the difference between the Fair Sale Price and the amount required to early terminate Your Lease up
- to the balance of \$15,000 less the amounts
- already paid by Us under the Monthly Lease
- Payment benefit.

Please refer to the Policy Wording for a full explanation of the cover provided by this product. It is important that You read this PDS and the Policy Wording to understand the extent of the cover provided by this consumer credit insurance, and its limitations.

The table below shows the maximum benefits provided under this insurance Policy.

Cover	Benefit Limits
Section A - Monthly Lease Payment Benefit	Your Monthly Lease Payment for a maximum period of 11 months capped at \$15,000 (inclusive of GST).
Section B - Hand Back Benefit	The amount required to terminate Your Lease Agreement less the Fair Sale Price of the vehicle, up a combined limit for Sections A & B of \$15,000.
Carer Benefit	Your ongoing Monthly Lease Payment for a maximum period of 6 months capped at \$5,000 (inclusive of GST).

## Significant Risks/Exclusions

Claims may be refused in certain circumstances. No cover is provided:

- for termination of employment that was not permanent, except if You are on a Fixed - Term Employment contract but only for the term of the Lease Agreement which is within the Fixed-Term Employment contract period;
- if You resign voluntarily, or in the case of voluntary redundancy or abandonment of employment (except as permitted in the Carer Benefit section of the Policy);
- if You are self-employed;
- for any termination of employment directly arising from alcoholism, drug addiction, and the influence of intoxicating liquor or drugs;
- in respect of the first Monthly Lease Payment due subsequent to you being Unemployed; or
- in respect of any of the other occurrences listed in the section "Exclusions" of this Policy Wording.
- The above is not an exhaustive list of instances where this Policy will not provide coverage. Please refer to the Policy Wording for full details of terms, conditions and exclusions.

## Overdue Premium

The premium for this insurance must be paid each month. As this insurance is paid for as in inclusion within Your novated lease package, it is Your employer who will be paying the premium to the Insurer on Your behalf. If, for any reason, Your employer cannot pay a premium instalment to the Insurer and You still have an insurable interest under this Policy, SG Fleet will notify You and seek payment of the premium by You. If You do not pay the outstanding premium, then Your Policy will be cancelled.

If the reason for the non-payment of premium is a circumstance which triggers coverage under this Policy, and a successful claim is made for that circumstance, You will not have to pay premium in accordance with the terms of this Policy.

## Costs

The premium payable by You takes into consideration the amount of Your Monthly Lease Payment and the State or Territory where You reside.

Premiums are subject to Commonwealth and State taxes and/or charges where applicable. They can include Goods and Services Tax, Stamp Duty, and any other charges that We advise You. We will tell You when they apply.

Please note that the cover is subject to payment of the monthly premium, except during the period You are receiving a claim payment for Unemployment under this Policy.

The monthly premium payable by You can be found on the Vehicle Salary Sacrifice Schedule and Acceptance Form.

## Dispute Resolution

We have dispute resolution procedures in place to help You. If You have a complaint, You can communicate it to the Marsh Advantage Insurance representative servicing Your account in the first instance. Alternatively, You can refer it directly to Marsh Advantage Insurance's Complaints Officer in writing, by telephone, or via email – whatever is most convenient to You. We will need You to provide Us with comprehensive details to help Us investigate Your complaint further. All information will be treated in the strictest confidence.

### What should You do if You have a complaint?

1. If You are dissatisfied with Our service in any way, please contact Us and We will attempt to resolve the matter in accordance with Our own internal dispute resolution procedure, a copy of which is available upon request. In the first instance You should address any concern or complaint to the Marsh Advantage Insurance representative servicing Your account. Alternatively, You may contact the Marsh Complaints Officer on (03) 9603 2338 or email [complaints.australia@marsh.com](mailto:complaints.australia@marsh.com).
2. If Your complaint is made to the Marsh Advantage Insurance representative servicing Your account

and is not resolved to Your satisfaction, the matter will be referred to the Marsh Complaints Officer to investigate and take appropriate action. We are required to advise You advised within 30 days of Our decision. If the matter is complex and a longer period is required You will be informed.

3. If You are not satisfied with Our final decision, You may be able to refer Your complaint to the Australian Financial Complaints Authority (AFCA). AFCA is an approved external dispute resolution scheme of which We are a member. AFCA is a free service for consumers and small businesses with complaints concerning the financial services industry.

If You have any query about whether Your complaint can be handled within AFCA's rules or You wish to contact them, their contact details are:

The Australian Financial Complaints Authority  
GPO Box 3, Melbourne VIC 3001  
Phone: 1800 931 678  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Website: [www.afca.org.au](http://www.afca.org.au)

Alternatively, If You have any complaints or concerns about privacy matters please advise Marsh's Privacy Officer in writing (contact details provided at page 3 above). If the complaint is not dealt with to Your satisfaction You may contact the Office of the Australian Information Commissioner directly (see details below).

AHI/the Insurer Contact Details  
Accident & Health International Underwriting  
Pty Limited  
ABN 26 053 335 952  
AFS License No. 238261

Level 4, 33 York Street  
SYDNEY NSW 2000  
Telephone: (02) 9251 8700  
Fax: (02) 9251 8755

Email: [enquiries@ahiinsurance.com.au](mailto:enquiries@ahiinsurance.com.au)  
Website: [www.ahiinsurance.com.au](http://www.ahiinsurance.com.au)

## How to Contact Us

If You have any questions or would like further information about this Policy or the PDS You may contact Your local Marsh Advantage Insurance office, or alternatively by writing to Us at the following address:

Marsh Advantage Insurance Pty Ltd  
Post – PO Box H176, Australia Square NSW 1215  
Phone: 1300 139 672  
Email: [fleet@marsh.com](mailto:fleet@marsh.com)

# Motor Vehicle Lease Protection Policy

# Limit of Liability

**Section A & B Limit:** \$15,000 any one claim and in total (inclusive of GST)

The maximum total payment the Insurer will make in the aggregate under Benefit A & B for each Lease Agreement will be \$15,000 (inclusive of GST), even if there are multiple incidences of Unemployment during the term of Your Lease Agreement. For the sake of clarity, this \$15,000 limit will not be reinstated if it is exhausted.

## The Cover

The Insurer will pay the following benefits, subject to the terms, conditions and exclusions of this Policy:

### Section A- Monthly Lease Payment Benefit

In the event You become Unemployed during the Period of Insurance, the Insurer will pay to Your Lessor Your ongoing Monthly Lease Payment whilst You remain Unemployed.

Subject to the terms of this Policy, the maximum amount the Insurer will pay per month is Your Monthly Lease Payment (inclusive of GST) for a maximum period of eleven (11) months, during the term of Your Lease Agreement capped at the Limit of Liability.

Payments will commence from the second Monthly Lease Payment due from Your final day of employment and cease the day You resume employment. This monthly waiting period will apply to each individual claim. Where Your Lease Agreement has been refinanced from an existing SG Fleet lease and You had a LeaseGuard insurance Policy the Insurer will waive the one month waiting period.

No cover applies for the period of the lease which falls outside of the Fixed-Term Employment contract period.

**Claim example:** You become Unemployed six months after your Lease Agreement begins, and it takes a further six months for You to find a new permanent job. Where the one-month waiting period applies, the Insurer will pay Your Monthly Lease Payments during the remaining five months You are unemployed up to a maximum of \$15,000 (inclusive of GST).

### Section B - Hand Back Benefit

In the event You become Unemployed during the Period of Insurance and if the Insurer has paid three (3) Monthly Lease Payments and You still remain Unemployed, You can decide to terminate Your Lease Agreement and the Insurer will pay to the Lessor the amount required to early terminate Your Lease Agreement pursuant to the terms of this Policy. This is subject to:

- You must terminate the Lease Agreement after the Insurer has made three (3) payments and before the sixth (6th) payment is to be made by the Insurer.
- The amount the Insurer will pay will be the difference between the Fair Sale Price of the vehicle and the amount required to early terminate Your Lease Agreement capped at the Limit of Liability.

- Where the Lease Agreement is a finance lease, the Insurer will pay the difference between the Fair Sale Price of the vehicle and the amount required to early terminate Your Lease Agreement; or
- Where the Lease Agreement is an operating lease, and the vehicle is returned to SG Fleet, the Insurer will pay the early termination amount;
- in both cases, subject to the Limit of Liability.
- No cover applies for the period of the lease which falls outside of the Fixed-Term Employment contract period.

**Claim example:** You become Unemployed three months after Your Lease Agreement begins, and it takes a further six months for You to find a new permanent job. You claim the Monthly Lease Payment Benefit during this time (after the one month waiting period set out above) but decide to terminate Your Lease Agreement before You start Your new job. The Insurer will pay the Lessor the difference between the Fair Sale Price of the vehicle and the amount required to terminate Your Lease Agreement up to a maximum amount of \$15,000 (inclusive of GST) less the Monthly Lease Payment Benefits paid by the Insurer.

## Additional Benefit

### Carer Benefit

If, during the Period of Insurance, You resign Your position with Your current employer in order to take up the full-time care of Your Partner or Your Child(ren) who (on Doctor's advice) need such care for medical reasons, the Insurer will pay to Your Lessor Your ongoing Monthly Lease Payment for a period of six (6) months capped at \$5,000 (inclusive of GST) (Carer Benefit), after the expiry of the one month waiting period set out above. Or You may choose to terminate Your Lease Agreement, in which case the Insurer will pay the difference between the Fair Sale Price of the vehicle and the amount required to early terminate Your Lease Agreement capped at the Carer Benefit. Where the Lease Agreement is a finance lease, the Insurer will pay the difference between the Fair Sale Price of the vehicle and the amount required to early terminate Your Lease Agreement; or where the Lease Agreement is an operating lease, and the vehicle is returned to SG Fleet, the Insurer will pay the early termination amount – in both cases, capped at the Carer Benefit.

**Claim example:** Your Partner has a serious illness and You resign from Your job to become their full-time carer and You decide to terminate Your Lease Agreement. The Insurer will pay the difference between the Fair Sale Price of the vehicle and the amount required to early terminate the Lease Agreement up to a maximum amount of \$5,000 (inclusive of GST).



# Exclusions

To the extent permitted by law, the Insurer shall not be liable to make any payments which arise directly or indirectly out of or are in any way connected with:

- (a) Termination of any employment unless such employment was permanent employment. Provided that this exclusion does not apply to employees on Fixed-Term Employment contracts but only for the term of the Lease Agreement which is within the Fixed-Term Employment contract period.
- (b) Termination of any casual, seasonal or intermittent contract or completion of specified work.
- (c) Voluntary resignation (except as permitted in the Carers Benefit section of this Policy), voluntary redundancy or abandonment of employment.
- (d) Termination of employment caused through misconduct, non-performance, retirement, termination due to disciplinary action by Your employer, breach of employment contract or You being unable or unsuited to perform the work that You were employed to undertake.
- (e) Termination of employment as a result of accident, sickness or disease.
- (f) Any lease other than the Lease Agreement scheduled in this Policy.
- (g) Termination of Your employment within the first thirty (30) days of the Period of Insurance except where You have extended Your Lease and We have agreed to extend the Policy.
- (h) Termination of Your employment during or at the completion of any probation period.
- (i) Any outstanding Monthly Lease Payment due and unpaid at the time of termination of employment.
- (j) Terrorism or Terrorism like activities, war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, or confiscation.
- (k) Nationalisation or requisition or destruction of property by or under the order of any Government or public or local authority, or any action taken in controlling, preventing, suppressing or in any way relating to any of the above.
- (l) Termination of any employment as a direct result from;
  - i. Alcoholism, drug addiction, the influence of intoxicating liquor or drugs.
  - ii. Any intentionally self-inflicted injury or illness.
- iii. Engaging in a criminal or illegal act.
- (m) Industrial lockouts the Insured or Insured Person was involved or took part in or taking part in riots, civil commotions or strikes. Provided that this exclusion does not apply to Section A–Monthly Lease Payment Benefit.
- (n) You being self-employed.
- (o) The first Monthly Lease Payment due subsequent to You being made Unemployed.

# Definitions

The following definitions apply to words used in this Policy when they begin with a capital letter:

**Child(ren)** means Your or Your Partner's child or children, including step or legally adopted child or children.

**Doctor** means a legally registered medical practitioner who is not You, Your relative, Your business partner, Your employee or Your employer.

**Fair Sale Price** means the value Your Lease provider achieved on the sale or disposal of Your vehicle. This value cannot be reduced by any damage to the vehicle that is not considered fair wear and tear by SG Fleet.

**Fixed-Term Employment** means an employee who is employed on a fixed period employment contract.

**Insurer** means Accident & Health International Underwriting Pty Limited acting as an underwriting agency of and on behalf of Tokio Marine & Nichido Fire Insurance Co. Ltd ABN 80 000 438 291, AFS Licence No.246548 Level 3, 1 Chifley Square, SYDNEY, NSW, 2000.

**Lease Agreement** means the lease agreement between the Lessor and You as set out in the schedule to this Policy.

**Lessor** means SG Fleet Australia Pty Limited or any other leasing company which provides a Lease Agreement as agreed by the Insurer from time to time.

**Monthly Lease Payment** means the monthly periodic payment required to be made by You to the Lessor as specified in Your Lease Agreement. This does not include any operating or running costs, or any residual or balloon payments.

**Partner** means Your wife, husband, or de-facto or life partner who has continuously cohabited You for a period of ninety (90) consecutive days or more at the time you become Unemployed or, in respect of the Carer Benefit, when you resign.

**Period of Insurance** means the period of time from the commencement of Your Lease Agreement to the date it is terminated, discharged, refinanced, or the Lessor ceasing to manage Your Lease Agreement on behalf of Your Employer, unless the Policy is cancelled or otherwise extended pursuant to the terms of the Policy.

**Policy** means the agreement between You and Us to provide insurance cover according to the terms, conditions and exclusions contained in this document.

**SG Fleet** means SG Fleet Australia Pty Limited ABN 15 003 429 356 of Level 2, Building 3, 20 Bridge Street, Pymble, NSW 2073.

**Terrorism** means an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatever nature and by whatever means made or claimed to be made in whole or in part for political, religious, ideological or similar purposes.

**Unemployed (or Unemployment)** means the involuntarily termination of Your employment where You:

- have been retrenched or made redundant or have had Your Fixed-Term Employment ceased early, at the instigation of Your employer, and
- You can reasonably demonstrate and/or provide evidence as reasonably required by the Insurer that You:
  - have registered as being unemployed with either Centrelink or equivalent government authority or with a recognised recruitment or personnel agency, or You can provide other satisfactory evidence of unemployment,
  - are in receipt of unemployment benefits (unless You are not eligible to receive them because of the level of income earned by You and/or Your spouse or because of the value of Your assets), or
  - are actively seeking full time work.

**We/Us/Our** means Marsh Advantage Insurance Pty Ltd as agent under an authority from Accident & Health International Underwriting Pty Limited.

**You/Your** means the person who is named as the Lessee and subsequently as the Insured Person under this Policy.

## General Conditions

### 1. Payment of premium

A benefit will only be paid under Your Policy if the monthly premium has been paid, except during the period You are receiving a payment from the Insurer under this Policy and subject to the Overdue Premium section of this Policy.

### 2. Australian law

Your Policy is governed by the laws of the State or Territory in Australia where You normally reside and any dispute or action in connection with Your Policy shall be conducted and determined by the courts of that State or Territory.

### 3. Cancellation

You may cancel Your Policy at any time by writing to Us advising that You wish to cancel Your Policy.

The cancellation will take effect from the date Your paid premium expires. This will be midnight (12 pm) on the day before Your next Monthly Lease Payment is due.

We (on behalf of the Insurer) may cancel Your Policy in any of the circumstances set out in, and in the manner allowed by, the Insurance Contracts Act 1984. We will advise You in writing if We intend to cancel the Policy in accordance with the Insurance Contracts Act 1984 (Cth).

As this Policy is an instalment contract of general insurance (as that term is defined in the Insurance Contracts Act 1984 (Cth)) and can be cancelled mid-term, no refund of any premium payable will be made for cancellation, finance payout or alteration of the Lease Agreement for any reason.

### 4. Subrogation

If the Insurer makes a payment under this Policy, the Insurer is subrogated to all of Your rights of contribution, indemnity

or recovery. You must not give up any of these rights without the Insurer's prior written consent. You must also do all things reasonably necessary to enable the Insurer to sue in Your name for contribution, indemnity or recovery.

## Claims and Procedures

### 1. How to make a claim

If You or Your legal representative on Your behalf wish to make a claim, You or they must contact Echelon Australia Pty Limited, ABN 96 085 720 056 (a business of Marsh & McLennan Companies).

Echelon can be contacted at:

Level 1, 148 Frome Street,  
Adelaide SA 5000  
Phone: (08) 8235 6415  
Fax: (08) 8235 6448  
Email: [ecssa@echelonaustralia.com.au](mailto:ecssa@echelonaustralia.com.au)

Claim form and the details for the supporting evidence required to make a claim will be provided to You by Echelon upon notification of Your intention to make a claim.

Payment of the Section A - Monthly Benefit and Section B - Hand Back Benefit will be subject to verification. This may involve the completion of Statutory Declarations, substantiation from Your ex-employer, together with registration with Centrelink or similar job search agencies as reasonably required by the Insurer. Documentation in support of this initiative may be required to secure the ongoing monthly benefit payments. You must continue to actively seek employment to receive any payment by this Policy where reasonable to do so.

The Insurer will not be liable to make any repayments if You have provided false, misleading or incomplete information which is material to the Insurer's decision of providing a benefit.

### 2. Payment of claims

The Insurer shall pay the Section A - Monthly Benefit and Section B - Hand Back Benefit under this Policy to Your Lessor so that it can be applied to Your Lease Agreement.

The receipt of such benefits by the Lessor will discharge the Insurer with respect to their liability to pay all claims under Your Policy.

The Insurer will pay each Monthly Lease Payment (except for the first Monthly Lease Payment being the applicable waiting period) and cease any further payments the day You resume employment. The Insurer will not make any payment (or partial payment) from the day that You have resumed employment.

