

QUEST - QBE COMPREHENSIVE MOTOR INSURANCE MASTER POLICY



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QUEST – QBE COMPREHENSIVE MOTOR INSURANCE MASTER POLICY

In consideration of the payment of the premium to QBE Insurance (International) Limited (“QBE”) by the Insured and in reliance on the written proposal, declaration and any other underwriting information provided, which will be deemed to be incorporated into and to be the basis of this Policy, QBE will indemnify the Customers, as follows:

SECTION 1: LOSS OR DAMAGE TO VEHICLE

INSURING CLAUSE

In the event of a loss or a total loss indemnified under this Policy, QBE will at our option repair or replace the Vehicle or make a cash payment up to the Sum Insured as shown on the Certificate of Insurance or the market value of the Vehicle to be determined by an independent assessor or valuer at the time of loss or total loss, whichever is the lower value.

AUTOMATIC EXTENSION

QBE will also reimburse Customers up to NZD 150 (GST inclusive) for the reasonable cost of having their Vehicle towed to the nearest approved repairer, where necessary, following a loss, subject to the terms and conditions under this Policy.

LIMIT OF INDEMNITY

The maximum amount QBE will pay in the event of a total loss is the Sum Insured as shown on the Certificate of Insurance or the market value of the Vehicle to be determined by an independent valuer at the time of the total loss.

EXCLUSIONS

QBE will not indemnify you for:

1. Any loss of use, depreciation, wear and tear, corrosion, existing defects or damage.
2. Any mechanical, electrical or electronic breakdown, failure or breakage.
3. Any loss or damage to any electronic device caused by the failure of that device.
4. Any loss or damage arising from failure of, or defect or fault in design or specification.
5. Any cost of air freighting parts or accessories from overseas or for the replacement of any part which has not been damaged.
6. Any sum that exceeds NZD 1,000 (GST inclusive) for loss or damage to accessories installed outside of the manufacturers' standard fittings for the Vehicle model.
7. Any extra cost incurred for the inability of any repairer to match existing paint and we will only pay for the repainting of those areas that have been damaged.
8. Repairs which result in any major improvement to the pre-accident value of the Vehicle, any extra costs incurred for such improvements shall be borne by the Customer.

EXCESS FOR SECTION 1

For each and every claim under this Policy, the Customer will pay the Excess as shown on the Certificate of Insurance issued by Quest upon commencement of this Policy.

SECTION 2: LEGAL LIABILITY

INSURING CLAUSE

QBE will indemnify Customers against any legal liability for damage to any third party's property or injury which is not covered under any other insurance including the provisions under the Accident Insurance Act 1998 and its amendments, in the course of such damage or injury arising from the liability of the Customer when using the Vehicle.

AUTOMATIC EXTENSION

QBE will also pay the Customer any legal costs, with QBE's prior written consent, subject to such legal costs being included in the maximum limit of indemnity shown below.

LIMIT OF INDEMNITY

The maximum amount which QBE will pay for section 2 is up to NZD 500,000 (GST inclusive), including costs and expenses, in respect of any one accident or an aggregate of accidents arising out of one event for the Period of Insurance that the Vehicle is indemnified under this Policy.

EXCLUSIONS

QBE will not indemnify any Customer for:

1. Damage to third party property (including vehicles) in the Customer's or any driver's custody or control.
2. Failure to comply with any of the terms and conditions of this Policy.
3. If any person to whom section 2 applies is entitled to indemnity under any other insurance policy.

GENERAL EXCLUSIONS (APPLYING TO SECTIONS 1 & 2)

In addition to the Exclusions above which are specific for each section of this Policy, QBE will not be liable for any loss, damage or liability resulting from:

1. The use or driving of the Vehicle:
 - (a) for any other purpose which is outside the condition of use of Vehicle under the General Conditions for this Policy.
 - (b) for hire or transporting passengers or goods for a fee charged to a third party for such services.
 - (c) for any part of motor racing or motor rallying of any kind or being driven in preparation for any such activities or being driven in a manner outside the manufacturer's specifications or recommendations.
 - (d) in areas outside New Zealand.
 - (e) which is in breach of any conditions of licence including but not limited to recklessness.
 - (f) by any driver who has not been noted or named in the Certificate of Insurance.
2. If your Vehicle is being used or driven by any person who:
 - (a) is under the influence of any intoxicating substance or drug; or
 - (b) has a proportion of alcohol in the blood which exceeds the legal limit; or
 - (c) fails to supply a blood or breath sample as required by law; or
 - (d) fails to stop or remain at the scene following an accident, as required by law.

General Exclusion 2 shall not apply in respect of a loss which results from any theft or conversion of the Vehicle.

3. Any contractual liability except that if such liability would have attached in the absence of any contractual undertaking.
4. Any fines, penalties and the cost of defence or any other costs directly or indirectly incurred to defend fines and penalties.
5. The use or driving of the Vehicle when it is damaged in an unsafe or damaged condition unless it can be established or proven that the condition of the Vehicle did not cause or contribute directly to the loss or damage or the authorised driver can prove that he/she was not aware or be reasonably expected to know of the unsafe or damaged condition of the Vehicle prior to the loss or damage.
6. Any costs which can be recovered under the provisions of the Accident Insurance Act 1998 and any amendment/s or replacement legislation/s attaching to this Act.

7. **Electronic Data**

This Policy does not insure any loss of whatsoever kind arising directly or indirectly out of:

- (a) the corruption, destruction or alteration of or damage to data, coding program or software; or
- (b) the unavailability of data or reduction in the functionality, availability or operation of hardware, software and embedded chips; or
- (c) any business interruption losses resulting therefrom.

Provided that this exclusion will not apply where such loss occurs as a direct result of physical damage which is otherwise covered by this Policy and any such loss will be settled in accordance with the Policy conditions and limit of indemnity that applies.

8. **Nuclear**

This Policy does not insure loss or liability directly or indirectly caused by or contributed to by or arising from:

- (a) nuclear weapons material; or
- (b) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; or
- (c) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.

For the purpose of this exclusion combustion includes any self-sustaining process of nuclear fission or fusion.

9. War and Terrorism

This Policy does not insure death, injury, illness, loss, damage, liability, cost or expense of any nature directly or indirectly caused by, resulting from, or in connection with, any of the following regardless of any other contributing cause or event:

- (a) war, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (b) an act of terrorism.

For the purposes of this exclusion terrorism means an act including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is committed 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 section of the public in fear.

This Policy also excludes death, injury, illness, loss, damage, liability, cost or expense of any nature directly or indirectly caused by, resulting from, or in connection with, any action taken in controlling, preventing, suppressing or in any way relating to this exclusion

GENERAL CONDITIONS (APPLYING TO SECTIONS 1 & 2)

CONDITION AND USE OF THE VEHICLE

The indemnity under this Policy shall only apply when your Vehicle is being used for private purposes, social, domestic and pleasure purposes. It will not be covered if your Vehicle is used for business or hire purposes.

CANCELLATION BY CUSTOMERS

Customers are entitled to cancel this Policy at any time by notifying Quest of the cancellation in writing. **However, Customers must check their loan documentation or with Quest if any cancellation requires the financier's prior permission before cancellation of this Policy.** This Policy ends at 4.00 pm on the day Quest receives the notice or the date advised of the cancellation, whichever comes first.

COOLING OFF PERIOD

Customers must check the Policy wording including the information contained in the Certificate of Insurance, upon receiving these documents and will be given 3 calendar days cooling off period after receiving the documents to change their mind if the insurance is not suitable for them. Customers must notify Quest in writing to cancel the Policy. Provided that the Customer has not made a claim within this cooling off period, any premium paid to Quest will be refunded in full to the Customer or its financier.

REFUND OF CUSTOMER PREMIUM

If the Policy is cancelled by the Customer after the cooling off period above and if such premium has not been paid to QBE, Quest will retain an amount from the Customer premium to pay QBE its premium for the period that the Policy has been in force, based on QBE's cancellation rate that applies for such cancellation. Quest will also refund to the Customer and/or its financier any balance of premium paid by the Customer, after deducting the cancellation charges that is applied by Quest for this Policy.

If the Policy is cancelled by the Customer after the cooling off period above and the premium has already been paid to QBE by Quest, QBE will refund the balance of premium that is payable to Quest, based on QBE's cancellation rate that applies for such cancellation. It is the responsibility of Quest to settle with the Customer any refund due to the Customer after such monies are paid by QBE to Quest. QBE will have no further liability for any refund after we have discharged our liability for Customer refunds in accordance with this Policy.

NO REFUND

There will be no refund to any Customer who has made a claim under this Policy.

CANCELLATION BY QBE

QBE is entitled to cancel this Policy at any time by giving 14 calendar days' notice to Quest in writing of our intention to cancel any Customer Policy. The Customer Policy that is the subject of such notice will automatically end at 4.00 pm on the 14th day after the date of notice. QBE shall be entitled to the premium for the period that this Policy is in force based on QBE's cancellation rate that applies for this Policy. Quest shall immediately notify its Customer in writing to the address shown in the Certificate of Insurance of the cancellation notice. Accordingly, Quest will refund the Customer and/or its financier any premium due to them based on the refund procedures outlined above.

CLAIMS

The Customer must immediately notify QBE directly of any loss or suspected loss by contacting us on the telephone numbers shown in the Certificate of Insurance. Upon receipt of such notice, a claim form will be posted or emailed to the Customer and all questions must be fully answered and supported by documentation to support any claim.

The Customer must take all reasonable steps to minimise the extent of the loss including obtaining evidence and statements from witnesses and filing a police report in the case of any theft, burglary or vandalism to the Vehicle.

No repair or any costs or expenses must be incurred without QBE's prior written consent. QBE may appoint an assessor or third party valuer to assess the damage/loss and provide us with a report. The Customer must make the Vehicle available for inspection and the Customer will be given prior notice of such inspection.

The Customer must not admit or repudiate any liability to any third party or negotiate any settlement with any party. QBE may, at its own expense, take any proceedings necessary in the Customer's name to obtain recovery from any third party and conduct the defence or settlement of any claim. The Customer must provide reasonable assistance and co-operation to QBE.

All claim proceeds will be paid directly to Quest, the named Insured in this Policy. Quest will make payment for any loss directly to a third party interest if the Vehicle is subject to a finance agreement. QBE will have no further liability to Quest or any Customer after a claim has been settled and discharged in accordance with the terms and conditions of this Policy. **Customers must contact Quest after a claim has been settled by QBE.**

OTHER INSURANCE

This Policy does not indemnify any loss or liability where the Vehicle is already insured by any other insurance. QBE will not contribute towards any claim under any other insurance policy, notwithstanding that any term or condition of the other policy states otherwise. The Customer must contact the other insurance provider in the first instance.

DUTY OF DISCLOSURE, FRAUD AND NON-DISCLOSURE

All statements made by Quest for or on behalf of any Customer either on the proposal form or otherwise in support of this Policy or any claim or statements made by any Customer must be correct and true in all respects. If any alteration or modification (including installation of any accessory or device) is made to the manufacturers' standard specification for the Vehicle at any time, such information will be relevant for disclosure to QBE either by Quest or the Customer.

QBE is entitled to avoid any indemnity under this Policy in the event of any non-disclosure, dishonest claim or fraud by any party entitled to indemnity under this Policy and if this happens, QBE will treat this Policy as if it did not exist. Furthermore, QBE is entitled to cancel this Policy or alter any terms or conditions or premium at its sole discretion at any time or by giving the appropriate notice in the event of any material alteration of risk of the insured Vehicle.

PRIVACY ACT 1993

This Policy contains information on Quest, its Customer or the Vehicle. The right to access and correction of any information under this Policy is subject to the provisions of the Privacy Act 1993. The information collected may be used for the purposes of underwriting by QBE and its reinsurers. **Quest or its agents may also use the information for the purposes of promotion of the insurance to its Customers and ensure its own compliance with this legislation.**

NOTICES

All notices shall be given by QBE to Quest Insurance Group at its latest address or to the facsimile number or email address advised to QBE by Quest. QBE has no obligation to notify any Customer of any changes, alteration or settlement of any claim under this Policy.

Except for claims notification and any information required by QBE from the Customer in respect of his/her claim, Customers must refer all matters under this Policy to Quest, the Insured and Manager of this Policy for and on behalf of its Customers.

JURISDICTION AND TERRITORY

This Policy is governed by the laws of New Zealand whose courts shall have exclusive jurisdiction in any proceedings or dispute that may arise under this Policy. The indemnity under this Policy for the Vehicle is for use in New Zealand only.

DEFINITIONS

In this Policy, including any endorsements, unless specifically stated to the contrary:

"Bordereau" means:
the reporting to QBE by Quest for the insurance of Customers' Vehicles.

"Customer(s)" mean(s):
Quest's Customer shown in the Certificate of Insurance and whose Vehicles are listed in the Bordereau for the Period of Insurance.

"Excess" means:
the amount payable by the Customer for each and every claim under this Policy.

"Insurance Certificate" means:
Parts 1 and 2 of this certificate that is authorised by QBE to be issued by Quest to its Customers upon commencement of this Policy.

"Insured" means:
Quest Insurance Group Limited, referred to as "Quest" in this Policy, acting for and on behalf of its Customers in the application for insurance under this Policy.

"Manager" means:
Quest Insurance Group Limited, referred to as "Quest" in this Policy who warrants it has authority to insure its Customers' Vehicles.

"Period of Insurance" means:
the commencement and expiry dates shown on the Certificate of Insurance.

"Policy" means:
this Master Policy wording, any endorsement, Parts 1 and 2 of the Certificate of Insurance.

"Sum Insured" means:
the amount shown in the Certificate of Insurance

"Vehicle" means:
the Customer's Vehicle, the details of which are shown in the Certificate of Insurance.