



# Welcome to Quest Insurance



Comprehensive Motor  
Insurance

Quest  
insurance

# Comprehensive Motor Insurance

Please read this section carefully as it contains important Information about your Comprehensive Motor Insurance Policy

In consideration of the premium paid and subject to the terms, conditions and exceptions set out below and attached, we will indemnify you to the extent of this Policy for any insured event that occurs within New Zealand

## Section 1: Loss or Damage to Your Vehicle

### The Cover

Where there is a loss or a total loss, we will at our option repair or replace the vehicle or make a cash payment up to the vehicle's market value.

We will also reimburse you up to \$150 (GST inclusive) for the reasonable cost of having your vehicle towed to the nearest approved repairer where necessary following a loss covered by this Policy.

If the repair makes a major improvement to the pre-accident value of your vehicle then you may be required to make a contribution towards the cost of repairs.

### Description of Use

Cover only applies whilst your vehicle is being used for private purposes. Your vehicle is covered while it is being used for social, domestic and pleasure purposes.

### Limits

The maximum amount payable will be the market value of the vehicle described in the Certificate of Insurance.

### Exceptions to Section 1

There is no cover for:

- 1 loss of use, depreciation, wear and tear, corrosion, existing defects or damage.
- 2 mechanical, electrical or electronic breakdown, failure or breakage.
- 3 loss or damage to any electronic device caused by the failure of that device.
- 4 loss arising from failure of, or defect or fault in design or specification.

we will not pay:

- 1 for the cost of air freighting parts or accessories from overseas or for the replacement of any part which has not been damaged.
- 2 more than \$1,000 (GST inclusive) for loss or damage to accessories installed outside of the manufacturers standard fittings for the vehicle model.
- 3 for the inability of any repairer to match existing paint and we will only pay for the re-painting of those areas that have been damaged.

### Excess

Depending on your licence type there is an excess payable by the insured in the case of an accident. The level of this excess will be set out in the Certificate of Insurance that accompanies this Policy Document.

## Section 2: Legal Liability

### The Cover

We will insure you against legal liability for damage to other peoples' property or injury to them arising from an accident caused by your vehicle. We will also pay legal costs approved by us.

### Limits

We will pay up to \$50,000 (GST inclusive), including costs, in respect of any one accident or number of accidents arising out of one event.

### Exceptions to Section 2

There is no cover:

- 1 for damage to property (including vehicles) in your or the driver's custody or control.
- 2 if you or any person to whom this section of the Policy applies is entitled to indemnity under any other Policy or fails to comply with the terms and conditions of this Policy.

## General Exceptions

The following exceptions apply to all sections of the Policy, in addition to the specific exceptions noted in each section of the Policy.

There is no cover under any part of this Policy for any loss, damage or liability:

- 1 if your vehicle is being:
  - (a) used other than in accordance with the description of use; or
  - (b) used for hire or carrying of fare paying passengers; or
  - (c) driven as part of motor racing or motor rallying of any kind, or being driven in preparation for any one of these activities, or being driven in a manner outside the manufacturer's recommendations; or
  - (d) used outside of New Zealand; or
  - (e) driven outside of the conditions of your license including but not limited to reckless use of the vehicle; or
  - (f) driven by a third party who has not been noted on the Policy as a 'named driver'.
- 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 Exception 2 shall not apply in respect of loss, which results from theft or conversion.

- 3 Which attached by virtue of an agreement but which would not have attached in the absence of such agreement.
- 4 For fines, penalties and the defence costs associated with actions taken to defend fines and penalties.
- 5 If your vehicle is damaged in an unsafe or damaged condition unless you can prove that such condition did not cause or contribute to the loss or damage and you can prove you were unaware of the unsafe condition immediately prior to the accident.
- 6 For any consequence of:
  - (a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, insurrection, military or usurped power; or
  - (b) confiscation or destruction by the order of Government or legally authorised entity; or
  - (c) radioactive material, contamination by radioactivity, nuclear weapons, ionising radiations or contamination by radioactivity from nuclear fuel of the combustion of waste from nuclear fuel; or
- 7 For any costs which can be recovered under the provisions of the Accident Insurance Act 1998 and its amendments.

# Conditions

## Cancellation by you

You are entitled to cancel this Policy at any time by notifying us of this in writing. You will also require the financier's permission before you can cancel this Policy.

This Policy ends at 4pm on the day we receive your notice or the date advised of the cancellation, whichever comes first.

You have three days after you receive this document to check that the Policy meets your needs. Within this period you may in writing tell us to cancel the Policy in which case the Policy will be cancelled and we will refund all premiums paid for the Policy to you and / or your financier.

If the Policy is cancelled after three days we will retain an amount from the premium to cover the time the Policy has been in force and their cancellation fees. We will refund the balance of the premium to you and / or your financier.

Further, we will not refund any premium if you have made any claim under this Policy.

## Cancellation by us

We are entitled to cancel this Policy at any time by notifying you of our intention to do so.

We will send the notice to your address stated in the proposal/loan agreement.

This Policy ends at 4pm on the 14th day after the date on that we send the notice.

## Claims

On the happening of any loss or suspected loss, which may give rise to a claim under this Policy you must:

- (a) immediately tell us of any such loss or suspected loss by contacting us and by providing written details on our claim form;
  - (b) take all reasonable steps to minimise the extent of loss;
  - (c) obtain our consent before proceeding with repairs;
  - (d) make your vehicle available for inspection by us;
  - (e) provide all evidence and give all possible assistance that we may need, and
  - (f) in the case of loss by theft, burglary or vandalism, advise the Police immediately.
- You shall not without our written consent incur any expense or negotiate pay settle admit or repudiate any claim.

We shall be entitled at our expense and in your name to take any proceedings necessary to obtain relief from any other party and to take over and conduct the defence and settlement of any claim. You must provide all reasonable assistance and co-operation.

If your vehicle is subject to a financial agreement, we may make payment for any loss direct to the interested party. This will meet our obligations under this Policy.

## Jurisdiction

The jurisdiction applying to this is the laws of New Zealand. Any proceedings relating to this Policy must be brought and heard in New Zealand.

## Modifications

You must tell us of any modifications which have been made to the manufacturer's standard specifications for your vehicle.

### Other Insurance

This Policy does not cover loss or liability where cover is already provided by other insurance. We will not contribute towards any claim under any other Policy.

### Truths of Statements & Fraud

All statements made by you or on your behalf either on the application form or otherwise in support of this Policy or any claim must be correct in all respects. If any claim under this Policy is in any respect fraudulent all benefits will be forfeited.

## Important Notices

### Disclosure of information

Your Policy records a contract of insurance between you and us in relation to your vehicle. The insurance application form is deemed to be incorporated in and forms part of this

Policy. In providing you with this insurance, we have relied on the information that you disclosed to us. We have also relied on you to disclose any other facts material to this insurance as required by law.

If we discover that all facts material to this insurance have not been disclosed, we have the right to alter the terms and premium of this insurance or to avoid this insurance from its inception.

### Protecting Your Privacy

This Policy collects personal information about you to evaluate the insurance you seek. We are the recipient and holder of the information at 6b Pacific Rise, Mt Wellington, Auckland. The collection of this information is required pursuant to the common law duty to disclose any material facts relevant to the insurance sought and is mandatory. The failure to provide this information may result in your claim being declined. You have the right of access to, and correction of this information subject to the provisions of the Privacy Act 1993. The information held will be held at our office. The information may be used for the purposes of marketing by us.

### Insurer financial strength

The Insurance (Prudential Supervision) Act 2010 requires all insurers to have a current financial strength rating that is given by an approved rating agency. Quest is classified as a small insurer and as such is exempt from holding a financial strength rating.

If we discover that all facts material to this insurance have not been disclosed, we have the right to alter the terms and premium of this insurance or to avoid this insurance from its inception.

## Contact details

We may be contacted by telephone or e-mail as follows:

### Claims:

Phone: 0800 800 QUEST (0800 800 783) Email: [info@questinsurance.co.nz](mailto:info@questinsurance.co.nz)

### Other Enquiries:

Phone: 0800 QUEST1 (0800 783 781) Email: [enquiries@questinsurance.co.nz](mailto:enquiries@questinsurance.co.nz)

6B Pacific Rise, Mt Wellington, Auckland Private Bag 14923, Panmure, Auckland  
[www.genevafinance.co.nz/insurance.php](http://www.genevafinance.co.nz/insurance.php)

## Quest Insurance Group Limited

Our strength comes from :knowing our customer's needs, understanding them and fulfilling them".



