





# Guaranteed Asset Protection Insurance

Please read this policy booklet as it contains important information about your Guaranteed Asset Protection Insurance Policy.

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

## The Cover

If you suffer a total loss to your vehicle and your vehicle insurer has accepted your claim, Quest will pay the financier any shortfall difference between the total loss payment received from your comprehensive motor insurance Policy and the balance outstanding on the original loan contract owed to the financier at the time of the accident, less any arrears at the time.

Please note that payout of the GAP component of this policy will only be made upon payment of any outstanding arrears on the loan contract at the date of payout.

#### Limits

We will pay any shortfall amount owing to the financier up to the Limit you nominated in the insurance application form and confirmed in the Certificate of Insurance, inclusive of GST. We will only pay one claim under this Policy.

Provided you are

- over 18 years of age as at the commencement date of this Policy
- and you suffer a total loss that is covered by your comprehensive motor insurance Policy,

The listed benefits below will also apply, subject to an accumulated maximum amount as outlined with the Certificate of Insurance for 'Additional Benefits':

- 1 On-road costs comprising delivery charges and registration in relation to the purchase of your replacement vehicle providing the replacement vehicle is purchased within 60 days of the total loss.
- 2 The comprehensive motor vehicle insurance premium to be paid in relation to your replacement vehicle, providing the replacement vehicle is purchased within 60 days of the total loss
- 3 The excess in relation to the total loss of the vehicle.

The maximum Claim Limit we will pay under this Policy will be the Limit specified in your Certificate of Insurance for 'Cover'.

# **Exceptions**

There is no cover if:

- The Credit Contract does not relate to the purchase of The Vehicle described in the Certificate of Insurance for this policy.
- The Comprehensive Vehicle Insurer does not pay out the Market Value or Agreed value of the vehicle described in the Certificate of Insurance following a Total Loss.

# Termination of cover

Cover under this Policy will terminate on any of the following events:

- 1 Transfer of ownership of the vehicle.
- 2 The vehicle is repossessed.
- 3 Expiry or full payment of the credit contract or 5 years, whichever comes first.
- 4 Expiry of the period of the insurance nominated in the Certificate of Insurance.
- 5 The vehicle is no longer insured by a comprehensive motor vehicle insurance policy.
- 6 Cancellation of this Insurance Policy

### Claims Procedure

If your vehicle has been written off and settled as a result of a Comprehensive Motor Insurance Claim that may entitle you to make a claim under this policy, you must:

Contact the Quest Claims Team on 0800 800 783 to notify them of your claim.

Quest Claims will provide you with a claim form to complete.

Return your completed claim form to Quest Claims along with the supporting documents as follows:

- Copy of original finance agreement
- · Copy of motor vehicle Insurers claim form
- · Copy of motor vehicle insurers settlement documents
- Proof of applicable policy excess
- Provide all evidence and give all possible assistance that we may need relevant to the claim

In relation to any claim for Additional Benefits, we will only reimburse you upon receipt of appropriate documentation.

# **Conditions**

#### 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.

#### 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 Policymeets 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 dayswe will retain a amount from the premium to cover the time the Policy has been in force and our 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 application form.

This Policy ends at 4pm onthe 14th day after the date onthat we sendthe notice.

#### 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.

#### 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 inand forms part of thisPolicy.

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 2020. The information held will be held at our office. The information may be used for the purposes of marketing by us.

#### **Disputes Resolutions**

Quest Insurance Group Limited is a member of the Insurance & Financial Services Ombudsman Scheme (IFSO Scheme). The IFSO is an approved dispute resolution scheme that is a free service for our customers. If we are unable to resolve your dispute, contact the IFSO scheme, see www.ifso.nz email: info@ifso.nz or phone: 0800 888 202

#### Insurer Financial Strength

Quest InsuranceGroup Limited's Financial Strength Rating from A.M. Best Company is B (fair) & Insurers Credit Rating is bb+ (Fair), with the outlook assigned to both ratings as 'Stable'.

Financial Strength Rating		
A++, A+	Superior	
A, A-	Excellent	
B++, B+	Good	
B, B-	Fair	
C++, C+	Marginal	
C, C-	Weak	
D	Poor	
E	Under Regular Supervision	
F	In Liquidation	
S	Suspended	

Insurer Credit Rating		
aaa		Exceptional
aa		Superior
а		Excellent
bbb		Good
bb		Fair
b		Marginal
ССС		Weak
СС		Very Weak
С		Poor

# **Definitions**

The following words have special meanings in this booklet. Wherever they appear in bold, they have these meanings:

#### **Application Form**

The form completed by you confirming the insurance you requested and the information we have relied on in agreeing to provide you with insurance.

#### Balance Outstanding

The amount owing to the financier with respect to the Credit Contract as at the date of settlement of the claim, less any arrears, penalty interest, administration costs or any additional interest payments due to any variation of the original Credit Contract.

#### Certificate of Insurance

Your confirmation of the insurance issued by us.

#### Commencement Date

The latter of, the date funds are advanced by the financier for the acquisition of the vehicle, or the date you sign the insurance application form.

#### Comprehensive Motor Vehicle Insurance

A Policy inforceat the dateofthetotal lossthat insures you against theftand accidental loss or damage to the insured vehicle. This does not include Third Party, Fire & Theft only or Third Party only Policies.

#### Credit Contract

The Contractor Credit Sale Agreement between the financier and you for the purchase of or lease of the vehicle as stated on the Certificate of Insurance.

#### Financie

The entity who loans money to you under the provision of a loan agreement.

#### Loan Agreement

The contract of indebtedness you have with the financier. The loan agreement includes details of your insurance with us. The insurance contract includes the most current loan agreement and endorsements issued to you and includes any subsequent loan agreement and endorsements which may be issued if this insurance is renewed.

#### Policy

The Guaranteed Asset Protection Policy document, the Certificate of Insurance and any insurance application form and any endorsements.

#### Shortfall

The amount calculated by deducting the total loss settlement amount from the vehicle finance settlement amount required by the financier.

#### **Total Loss**

Means your claimon acomprehensive motor vehicle insurance Policy where the vehicle insurer has declared the vehicle a total loss and is beyond economical repair, or in the event the vehicle is stolen and not recovered.

#### **Total Loss Settlement Amount**

The amount payable under the comprehensive motor vehicle insurance Policy for a total loss prior to any deductions made for the Policy excess or additional premiums due.

#### Vehicle

Any vehicle described in the loan agreement and Comprehensive Vehicle Insurance Certificate of Insurance pertaining to this policy.

#### Vehicle Insurer

Meansthe insurance company named in the comprehensive motor vehicle insurance Policy.

#### We, Us, Our

Quest Insurance Group Limited.

#### You, Your

The person(s) named in the loan agreement and the Comprehensive Vehicle Insurance as detailed within the Certificate of Insurance.

# Contact details

We may be contacted by telephone or email as follows:

#### Claims:

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

#### Other Enquiries:

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

6B Pacific Rise, Mt Wellington, Auckland. Private Bag 14923, Panmure, Auckland www.questinsurance.co.nz

### **Quest Insurance Group Limited**

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

