

# Guaranteed Asset Protection Insurance

Policy Document



# GUARANTEED ASSET PROTECTION INSURANCE

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

Thank you for choosing Quest Insurance  
Quality insurance YOU can rely on



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.

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# THE COVER

GAP insurance covers the difference (up to the policy limit) between what your vehicle is worth and how much you owe on the car after you suffer total loss. It's often called short-fall insurance and bridges the gap between what the insurance companies pays and what you owe the finance company.

## Insured Event:

We will pay the financier, for your credit, the amount outstanding under the Credit Contract after taking into account early repayment adjustments, less any arrears owing at the date of your death. This cover applies for the benefit of any of your beneficiaries.

Provided you are

- over 21 years of age as at the commencement date of this Policy
- and you suffer a total loss,
- and you choose the \$10,000 GAP Cover

The listed benefits below will also apply, subject to an accumulated maximum of \$2,500 (GST inclusive):

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 we will pay under this Policy will be Limit specified in your Certificate of Insurance.

Should you chose the \$15,000 GAP Cover the accumulated maximum for the above benefits increases to \$3500 ( GST inclusive ).

## Exceptions

There is no cover if:

1. The vehicle is being used for or tested in any form of sport.
2. The vehicle is being used for driving instruction or tuition for reward.
3. The vehicle is used as a police or emergency service vehicle.
4. The vehicle is being used in a commercial capacity at the time of loss.

## Termination of cover

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

# CONDITIONS

## 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.

## 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 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 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 on the 14th day after the date on that we send the 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 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.

## 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 in force at the date of the total loss that insures you against theft and 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 Contract or Credit Sale Agreement between the financier and you for the purchase of or lease of the vehicle as stated on the Certificate of Insurance.

### Financier

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.

### Market Value

The price for which you could purchase the same vehicle or a comparable one of similar pre-loss age and condition.

### 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 claim on a comprehensive 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, including accessories and spare parts that are part of the vehicle at the time of manufacturing. Mobile telephones are not regarded as accessories unless permanently fitted to the vehicle at the time of manufacture.

### Vehicle Insurer

Means the 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 insured person(s) is/are deemed to be the only insured drivers of the insured vehicle detailed in the loan agreement.

### IMPORTANT NOTICES

In completing this insurance, you were asked a number of questions. You have a duty to tell us everything you know that is relevant to this insurance that a prudent insurer would want to take into account in deciding whether to accept your application and, if so, on what terms. If you do not give us accurate and full information, we may decline a claim, cancel your insurance or treat the insurance as being invalid from the outset. If anything changes, you must also tell us. All personal information is obtained in accordance with the Privacy Act and you are entitled to access and correct the personal information we hold about you.

- Quest Insurance Group Limited are the intended recipient of this information, but it may also be passed on to others.
- We may also obtain from others information relating to this insurance for underwriting or other insurance purposes.
- If you give us information about someone else, you confirm you have their permission, and their information may be treated in the same way as yours.

### DISCLOSURE OF INFORMATION

Your Policy records a contract of insurance between you and us. 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 void this insurance from its inception.

Subject to the rights set out in the Criminal Records (Clean Slate) Act 2004, you are under a duty to disclose all material information to us whether the information is asked for or not.

### PROTECTING YOUR PRIVACY

This Policy collects personal information about you to evaluate the insurance you seek. Quest Insurance Group Limited, are the intended recipients of this information, but it may also be passed onto others. 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 will be held at our office. The information may be used for the purposes of marketing by us.

### INSURANCE & FINANCIAL SERVICES OMBUDSMAN

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 accessible, independent, fair, accountable, efficient and effective. It is a free service for our customers. If we are unable to resolve your problem, contact the IFSO Scheme:

web: [www.ifso.nz](http://www.ifso.nz) • email: [info@ifso.nz](mailto:info@ifso.nz)

or phone: 0800 888 202

### INSURER FINANCIAL STRENGTH

Quest Insurance Group Limited has been issued a Financial Strength Rating of B (Fair) and an Issuer's Credit Rating of bb+ (Fair), with the outlook on both ratings assigned to 'Stable'. These ratings were issued by A.M. Best.

### A.M. Best's Financial Strength Rating (FSR) Scale

Rating Categories	Rating Symbols	Rating Notches
Superior	A+	A++
Excellent	A	A-
Good	B+	B++
Fair	B	B-
Marginal	C+	C++
Weak	C	C-
Poor	D	-

\*Each A.M. Best's Financial Strength Rating Category from "A+" to "C" includes a Rating Notch to reflect a gradation of financial strength within the category. A Rating Notch is expressed with either a second plus "+", or a minus "-".



### 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](mailto:info@questinsurance.co.nz)

ENQUIRIES: Email: [enquires@questinsurance.co.nz](mailto:enquires@questinsurance.co.nz)

ADDRESS: 6B Pacific Rise, Mt Wellington, Auckland  
POST: Private Bag 14923, Panmure, Auckland