



BACKPACKERS MOTOR INSURANCE POLICY

IMPORTANT INFORMATION – PLEASE TAKE THE TIME TO READ THIS CAREFULLY

This Policy contains the following limitations:

1. the person using the vehicle must act at all times in accordance with the law as it relates to the ownership and use of the vehicle, and
2. the person using the vehicle must have and act at all times in accordance with the terms of a valid driver's licence.

Any claim may be declined if these limitations are not observed.

GENERAL INFORMATION

Our Agreement

In return for **you** paying the premium to us or our appointed agent, **we** will provide the insurance cover described in this Policy for the period stated in the **Certificate of Insurance** on the terms and conditions set out in this Policy and/or the **Certificate of Insurance**, while the **vehicle** is in use by you or another driver **with your permission**, having and complying with the terms of a valid driver's licence and acting at all times in accordance with the law as it relates to the ownership and use of the **vehicle**.

The Proposal

The proposal that **you** have completed, along with all other statements made by **you** or anyone acting on **your** behalf are the basis of this contract and shall be considered as incorporated into it. In all cases we treat information provided to **us** in support of **your** application for this insurance as provided by **you**. **You** must tell **us** about any facts that might affect **our** decision to accept **your** proposal or that might affect the premium charged or the amount of any **excess** we might apply. After the Policy is issued **you** must also notify **us** in writing as soon as possible of every change to the facts or circumstances as they existed when **you** entered into this Policy.

The Policy

The terms and conditions of this Policy and the **Certificate of Insurance** together form **your** Backpackers Motor Insurance Policy. The Policy, **Certificate of Insurance** and variations to cover (if any) are to be read together and any word or expression in bold type will always have the same meaning whenever it appears. See the Definitions section for details.

DEFINITIONS

When any of these words appear in bold type in this document this is what they mean:

You, your, the insured.

The person(s), company, firm or other entity named in the **Certificate of Insurance**. If more than one, this policy jointly insures all those named.

We, us, our, company.

QBE Insurance (International) Limited

Accidental damage/accident/damage

The sudden physical loss, **damage** caused by the vehicle that is unintended and unexpected by **you**. Accident and Damage shall be interpreted in the same way.

Certificate of Insurance

The Certificate **you** received from **us** setting out the **vehicle you** have insured, a description how they are used **by you**, as well as the important details of **your** cover and **your** Policy number.

Excess

The Policy Excesses are set out in **Certificate of Insurance** and apply at all times. This is the amount for which you are not insured.

Market Value

The price for which you could purchase the same or comparable vehicle having regard for its pre-loss age and condition.

Vehicle and Description of Use

The motor **vehicle** (being legally compliant specified in the **Certificate of Insurance** and as described in the Insurance Application or proposal. If you change **your vehicle** during the time you are covered by this policy, the Policy will automatically apply to your new **vehicle**. **You** may be required to provide proof of purchase in the event of a claim.

Your vehicle must only be used for private, social, domestic or pleasure use.

LEGAL LIABILITY

OPTION ONE:

You are insured for amounts **you** legally have to pay as compensation including the costs of defending any civil proceedings and any costs awarded against **you** as a result of:

- a) **Accidental damage** to property in New Zealand that does not belong to **you** and for which **you** are not responsible;
- b) Physical injury or death of anyone other than **you, your** family members or employees, because of an **accident** arising out of the use of **your vehicle**

OPTION TWO:

Fire and Theft Extension

This option covers accidental damage to **your vehicle** arising out of fire, theft or illegal conversion.

We can settle **your** claim in any of the following ways:

- Repairing, reinstating or replacing **your vehicle** (or its parts to at least the condition it was in before the loss or damage.
- Paying **you** the **market value** of **your vehicle**.
- **Paying you** an amount that covers the reasonable cost of repairs to **your vehicle**.

The amount payable shall be limited to \$3,000 maximum.

Note: There is no cover:

- in respect of theft or illegal conversion of **your vehicle** while it is left unattended unless it is in a securely locked building or it has been fully locked and secured and the keys removed.
- for the theft of wheels, stereos or any other accessories or parts unless the vehicle has been stolen or illegally converted.
- for loss of use or any consequential loss.

LIMIT OF LIABILITY NZD \$1,000,000

Our Legal Liability shall be limited to \$1,000,000 (one million dollars) in respect of all claims arising out of any one **accident** or series of **accidents** arising out of any one event.

WHAT WE DON'T COVER

1. **Your excess.**
2. Any claim occurring while **your vehicle** is being used in an unsafe or unroadworthy condition unless **you** could not have reasonably known about this condition.
3. The results of deliberate or criminal action of any **insured** under this Policy.
4. Liability that **you** have accepted or assumed in a contract without **our** written authority unless that liability would have existed anyway.
5. If the **accidental damage** occurs or liability arises outside New Zealand.
6. If **your vehicle** is being used for or being tested in preparation for any form of motor sport, including racing, pacemaking, reliability trial, speed test or hill climbing test.
7. **Accidental damage** that is recoverable under the Accident Insurance Act 1998 or any amendments to or Acts in substitution of it.
8. **Alcohol or Drugs**
There is no cover if an Accident happens while the **Vehicle** is being used by anyone:
 - Who is under the influence of, or in any way affected by, intoxicating liquor or a drug.
 - Who has a proportion of alcohol in their blood or breath that is higher than is allowed under the Transport Act 1998.
 - Who subsequently refuses to supply any sample or undergo any test when requested to do so by a person who is authorized under the Transport Act 1998.
 - Who does not stop following the Accident as required by the Transport Act 1998 or fails to comply with any other requirements of the Act in connection with the Accident.
 - Who is issued with a Certificate of conviction under section 58 or 58C of the Transport Act 1998 for an offence which was committed at the time of the Accident or following it. If the driver dies from injuries received in an Accident the proportion of alcohol in any blood sample taken from the body of the deceased person will be assumed to be the same proportion which was in their blood at the time of the Accident.



GENERAL CONDITIONS

Statements & Fraudulent Claims

All statements made in support of any claim must be complete and correct. If **you** make any fraudulent or exaggerated claim, or any incorrect declaration or statement in support of any claim, or if any **damage** is caused wilfully by any **insured, you** will lose all benefits under this Policy.

Breach of Policy

If any person breaches a Policy condition, the Policy will become invalid for every **insured** named on it. Any other person covered by this Policy must observe the terms of it.

Statutory Compliance

You and anyone else using **your vehicle** shall comply with all statutory requirements (laws, by-laws and regulations) pertaining to the ownership, occupation and use of **your vehicle**.

Legal Representation

At **our** option, **we may at our own cost**, represent **you** or any person entitled to cover under this Policy at any inquest or other official enquiry or any criminal proceeding arising out of any event that may be covered under this Policy, provided that **we** shall not be obliged to do so.

Transfer of Policy

This policy cannot be transferred.

GST

The sum insured and all other limits, sub-limits and excesses are GST inclusive.

Ratings and Inspections Act 1994

The Insurance companies Ratings and Inspections Act 1994 requires the Insurers obtain a Claims Paying Rating from an approved rating agency and disclose their current rating. QBE Insurance International Ltd. Received a Claims Paying rating of A+ on the 5th of December 2010.

The Standard and Poors Rating Scale is:

AAA	Extremely Strong
AA	Very Strong
A	Strong
BBB	Good
BB	Marginal
B	Weak
CCC	Very Weak
CC	Extremely Weak
R	Regulatory Action

Note. (+) or (-) may modify individual ratings



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QBE INSURANCE (INTERNATIONAL) LTD
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