

# Caravan & Trailer

Policy Wording

Preparation Date: 6<sup>th</sup> August 2017



## User guide

This Policy Wording has been designed so that you can easily navigate the document:

- **Tabs (far right)**  
Click on each tab to take you specific sections of this Policy Wording.
- **Contents (opposite)**  
Click on the sub-headings to go to a specific page.
- **Product guide (overleaf)**  
Click on the sub-headings to go to a specific page.
- **Return to Contents (bottom)**  
Click on 'click here to go to contents page' to return to the contents page.
- **Previous (bottom left) and next (bottom right)**  
Click on either of these to move to the next page or to go back to the previous page.
- **Page thumbnails (top left)**  
Click on the thumbnails icon. Next, scroll through the thumbnail images and click on the image to go to a specific page.

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## Product guide

	Comprehensive	Third Party, Fire and Theft	Third Party Property Only
<ul style="list-style-type: none"> <li>● Covered</li> <li>○ Optional cover</li> <li>✘ Not covered</li> </ul>			
Accidental Damage	●	✘	✘
Intentional Damage	●	✘	✘
Storm or Flood	●	✘	✘
Fire	●	●	✘
Theft	●	●	✘
Earthquake	●	●	✘
Emergency Accommodation, Transport and Repairs	●	●	✘
Legal Liability and Reparation	●	●	●
Towing Costs	●	●	✘
Locks and Keys	●	●	✘
Contents Inside the Caravan or Trailer	●	●	✘
Caravan Park Fees	●	●	✘
Traveller Bonus	●	●	●
Solar Panels and TV Antenna	●	●	✘
Animal Death or Injury	●	✘	✘

	Comprehensive	Third Party, Fire and Theft	Third Party Property Only
<ul style="list-style-type: none"> <li>● Covered</li> <li>○ Optional cover</li> <li>✘ Not covered</li> </ul>			
Maritime Liability	●	●	●
Counselling Services	●	●	●
Annex	○	○	✘
Caravan Contents Upgrade	○	○	✘
Burnout of Electric Motor	○	✘	✘
Business Items	○	○	○

This product guide does not replace or vary our Policy Wording. Please read the entire Policy Wording for details of features and benefits.

This product is issued by:

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## Policy Wording

This Policy Wording has been designed to help you make an informed decision about our insurance product. It explains the product's features, benefits, conditions and exclusions, to help you to compare it to similar insurance products.

If you buy a policy from us, the cover you choose will be shown on your policy schedule.

Your contract with us is made up of the Policy Wording together with your most recent policy schedule and your application for insurance or renewal. However, some sections of this Policy Wording do not form part of your insurance contract. Where this is the case, it will be clearly indicated in the relevant section.

Please read all the information in this Policy Wording and your policy schedule carefully and contact us if you have any questions.

## Updates to this policy wording

We may make changes to the Policy Wording during your contract period that will not negatively affect your cover without notifying you. The updated information will be available on our website at [www.youi.co.nz](http://www.youi.co.nz).

## Our promise of cover

If you pay your premium by the due date/s and fulfil the conditions of your contract, we will provide you with cover for the contract period as shown on your most recent policy schedule, in accordance with the terms and conditions of this Policy Wording.

## Cooling off period

The cooling off period is the first 20 calendar days from:

- the policy start date (if you change the start date the cooling off period applies from the original start date); or
- the renewal date.

## Cancelling your policy

You may cancel your policy at any time during the cooling off period and we will refund your payment in full and waive the cancellation fee. This does not apply if a claim has been made under your policy. You may cancel your policy at any time after the cooling off period and we will refund the unused pro-rata portion of your premium.

To cancel your policy please call us on **0800 00 YOUI (9684)**. If you send us a written request to cancel your policy, we will call you to ensure your interests and privacy are protected and to verify your cancellation request.

We may cancel your policy by giving you three business days written notice if you do not meet your responsibilities or as permitted by law. If we cancel your policy we will refund to you the unused pro-rata portion of your premium.

We may charge a cancellation fee of \$33.00 inclusive of GST if you cancel your policy after the cooling off period but before the end of the policy period.

## Premium

We decide how much premium to charge you based on commercial considerations and other reasons that we consider important, including but not limited to:

- the age of the caravan or trailer and what it is used for;
- the address and security of where you normally park the caravan or trailer;
- the value of any extra benefits included in your policy;
- your choice of payment method;
- your claims history;
- your previous insurance history; and

- administration costs, taxes and government charges.

Premium payment/s can be made by direct debit from your nominated bank account or credit card. We will debit the account on the date shown on the payment schedule on your Tax Invoice. If the payment date falls on a non-business day, we will debit your account on the next available business day.

If the premium is unpaid on the due date, we may resubmit the payment request within 14 calendar days. If any premium remains unpaid for a period of 14 calendar days or more, we may refuse to pay your claim and/or cancel your policy.

Youi's Premium Payment Guide contains important information about premium payment/s and is available at [www.youi.co.nz](http://www.youi.co.nz).

## Goods and services tax

All insured amounts shown in your policy are in New Zealand Dollars and include Goods and Services Tax (GST). When you claim under your policy with us, all amounts we pay will be inclusive of GST, up to the maximum claim amount shown in your policy.

## Fees and government charges

In addition to the premium, there are compulsory government taxes and charges which apply to our insurance products, which include GST, EQC premium, and insurance (stamp) duty. In some cases, we may also charge an emergency services/fire services levy.

These charges, levies and any other fees will be included in your quotation and on your policy documents.

## Your duty of disclosure

You have a duty of disclosure before you enter into the contract, during the contract period and on renewal of the contract.

Before you enter into or renew the contract, you must:

- answer any questions we ask you truthfully, accurately and completely;
- tell us any information that you know; and/or
- tell us any information that a reasonable person in your circumstances should know

that is relevant to our decision to insure you and on what terms, even if you think the information isn't important.

During the contract period, you must inform us of any changes to the information you provided previously or any change in the risk we covered. At any time, we may change the contract terms or cancel the contract in response to what you tell us.

If you do not tell us anything you are required to tell us, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

### Authorised persons or agents

Any person or agent you authorise to act on your behalf in relation to your policy is bound by your duty of disclosure. When answering any of our questions, the authorised person or agent is deemed to have the appropriate authority and knowledge to do so.

## Your responsibilities

Your responsibilities are important requirements that you must fulfil in order to be covered under your policy. If you do not fulfil any or all of your responsibilities, we may reduce or refuse your claim and/or cancel your policy as permitted by law.

### You must:

- **Provide factually correct information about other people covered on your policy.**

Where you provide information about other people while getting a quote, buying or amending a policy, you must ensure that the information is factually correct.

- **Check your policy immediately.**

Read and check your policy schedule carefully. If any information is incorrect or incomplete, please make all necessary changes immediately by calling **0800 00 YOU! (9684)**.

- **Make your premium payment/s.**

You must ensure that your first and any subsequent instalment premium payments are made by the due dates in order to be covered. If any payment remains unpaid, we may refuse to pay your claim or cancel your policy.

- **Notify us of any changes to your payment method.**

You must notify us immediately of any changes to your nominated bank account or credit card and supply us with alternative account details prior to the date of your next payment.

- **Provide proof of ownership.**

In the event of a claim, you must provide adequate proof of value and ownership of any insured property for which you claim.

- **Maintain a valid email address and telephone number.**

You must provide us with a valid email address and telephone number that you have regular access to and notify us of any change to the email address or telephone number during the course of the policy period.

- **Keep the caravan or trailer in a roadworthy condition.**

Throughout the duration of your policy, you must maintain the registered caravan or trailer in a roadworthy condition.

The caravan or trailer may no longer be roadworthy or in a safe operating condition immediately after an incident. It is important that you do not tow your caravan or trailer after an incident if it is no longer roadworthy or safe to tow.

- **Check the following prior to giving any person permission to use your caravan or trailer:**

- Is their driver's licence valid, suspended or cancelled?
- Are any special conditions, restrictions or terms applies to their driver's licence that may limit their ability to legally drive the car whilst towing the trailer? Examples of these special conditions, restrictions or terms may include but are not limited to: a limit to the towing capacity of the car where the caravan or trailer's weight must not exceed that of the car; a learner's permit may restrict towing altogether.

- **Notify us of all incidents within 30 calendar days.**

You must notify us of any incident involving the insured property within 30 calendar days of becoming aware of the incident. The details that must be provided to us include:

- the location, date and time of the incident;
- the particulars (name, address, phone number, registration number) of any third party that was involved in the incident, and
- a description of the circumstances surrounding the incident.

This requirement applies whether you intend to claim or not. Failure to do so may prejudice you in lodging a claim or may prejudice us in defending a claim against you from a third party.

## Renewing your policy

Before your policy expires we will review your policy, payment/s and claim/s and will send you a renewal invitation or an expiry notice.

**If you receive a renewal invitation from us** you must check all the details recorded and tell us immediately about any changes to the information you have provided us when you took out your policy and any changes that have occurred during the term of your policy, including but not limited to changes to the insured property, the address where the insured property is kept, the people covered by your policy and anything else that may affect your policy or our decision to accept the risk.

We will review your insured value as part of your renewal invitation and the updated amount will be noted on your policy schedule.

Any changes to your information may cause us to change our decision to offer renewal of your policy, or the terms on which we offer such renewal. If you do not tell us, we may refuse or reduce your claim and/or cancel your policy as permitted by law.

To make changes to any of your details, please call us on **0800 00 YOU! (9684)** before the renewal date shown on your renewal invitation.

If we send you a renewal invitation, we will automatically renew your policy on the terms specified in that invitation and continue to debit the applicable premium from the payment account you gave us, unless you contact us and advise us not to renew your policy.

**If you receive an expiry notice from us** we will advise you of the time and day your cover will expire.

## Fraudulent or dishonest claims

To keep our premiums competitive, we have a responsibility to all our customers to ensure that fraudulent or dishonest claims are not paid. We would never want to have to do this, however if you or any person acting on your behalf submits to us a claim or any information or documentation relating to a claim, which is in any way fraudulent or dishonest, we may refuse to pay the entire claim and cancel your policy as permitted by law.

If we refuse your claim for fraud or dishonesty, you agree to reimburse us for all costs we have incurred in connection with your claim, including investigatory and legal costs.

## Fair insurance code

We subscribe to the principles of the Fair Insurance Code (“the Code”).

Should you require more information or a copy of the Code contact the Insurance Council of New Zealand on 04 472 5230, visit their website on [www.icnz.org.nz](http://www.icnz.org.nz) or contact us.

As part of the Code and our commitment to you, if you are not completely happy with this product or our service please tell us about it. The Code does not form part of your contract of insurance.

## What do these words mean?

**Accessories** means extra items added to the caravan or trailer before it was delivered new to its first owner, as well as items added to either one by anyone at any time after it was delivered new to its first owner.

**Accident / accidental / accidentally** means an unforeseen, unintended, and unexpected event, which occurs suddenly and at a specific place and time.

**Annex** means the separate attachment to the caravan that provides additional accommodation and shelter. Annex excludes a fitted awning that is permanently attached to the caravan.

**Business Items** means the equipment, instruments and tools you use in your trade or profession, that either belong to you or you are responsible for.

**Business use** means a caravan or trailer that is used as an essential part of any work or business, or that is used to generate income or reward.

**Caravan** means the caravan or camper trailer with its permanently fitted fixtures, fittings (including awnings), accessories and modifications but excluding the annex. Caravan excludes motorhomes, converted buses or unregistered caravans and camper trailers.

**Comprehensive cover** means the caravan or trailer on the policy schedule is covered for the events listed under Insured Events and, where relevant, also under Extra Cover. Events under Optional Cover are covered if you selected them and they are noted on your policy schedule.

**Contents** means any items which are not permanent fixtures, such as crockery, cutlery, linen, furniture and ornaments, clothing and personal accessories, camping and sporting goods, audio and video equipment and perishable food.

Contents exclude:

- annex;
- permanently fixed items such as fridges and stoves;
- mobile phones and jewellery;
- animals and livestock;
- business items;
- business stock;

- motorised vehicles or motorcycles;
- watercraft or boats.

**Contract period** means the period from the start or renewal date of your policy to its expiry date.

**Drive / driving / driven** means the use or operation of towing a trailer including the use or operation of any part of the trailer.

**Driver** means the person using or operating a trailer, or the person legally responsible for the use or operation of trailer.

**Earthquake** means an earthquake, natural landslip, volcanic eruption, hydrothermal activity or tsunami.

**Excess** means the first amount you must pay in relation to each and every claim made under your policy.

**Flood** means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- a lake (whether or not it has been altered or modified);
- a river (whether or not it has been altered or modified);
- a creek (whether or not it has been altered or modified);
- another watercourse (whether or not it has been altered or modified);
- a reservoir;
- a canal;
- a dam.

**Household member** means any person who lives at the overnight address where the caravan or trailer is kept and which is noted on your policy schedule.

**Incident** means an unforeseen, unintended, and/or unexpected event, which occurs suddenly and at a specific place and time.

**Insured event** means an event for which you can claim under your policy.

**Insured property** means the caravan, trailer, annex and any other items noted on your policy schedule.

**Insured value** means the amount/s we agree to cover the insured property for. The amount/s and the details of the insured property are noted on your policy schedule and is the most we will pay if you claim for an insured event. For more information see [What if you need to claim?](#) in this document.

**Jewellery** means an adornment (such as a watch, bracelet, ring, necklace or earrings) which is made of a valuable material. Jewellery items may also be made up in pairs or sets.

**Leaving the scene of an accident without lawful excuse** means not remaining at an accident scene, where the law requires you to remain, until your duties at that location are complete or there is a valid reason for leaving.

These generally include but are not limited to the following:

- obtaining details of all parties involved;
- checking if any person is injured;
- checking if damage has occurred to private or public property; or
- contacting the police.

You should check the relevant requirements with the police.

**Market value** means the reasonable and expected cost of replacing the caravan or trailer of the same or a similar make, model and condition before an insured event for which you can claim. Market value does not include any warranty costs, future stamp duty, transfer fees or allowance for dealer profit.

**Modifications** mean all changes from the manufacturer's specifications, made to the caravan or trailer at any time after it left the factory where it was built.

**Private use** means a caravan or trailer that is used solely for social, domestic and pleasure purposes.

**Registered** means that the caravan or trailer is registered or licensed in New Zealand for use on a public road.

**Reparation** means the penalty and sentence imposed by a court in accordance with the Sentencing Act 2002 (NZ).

**Roadworthy condition** means that the caravan or trailer complies with the roadworthy requirements of New Zealand.

**Storm** means a violent atmospheric event which includes a thunderstorm, cyclone, or strong wind with or without rain, hail or snow, but not rain showers alone.

**Third party** means any person involved in an accident with the caravan or trailer, excluding the driver or passengers of the car towing the trailer.

**Third Party Property Only cover** means the caravan or trailer on the policy schedule is covered for damage to other vehicles and property as defined under Extra Cover: Legal Liability. This cover excludes damage caused to the caravan or trailer itself.

**Third Party, Fire and Theft cover** means cover for Third Party Property Only cover plus the Insured Events; Fire, Theft and Earthquake. In addition, there is Extra Cover for Towing Costs and Emergency Accommodation, Transport & Repairs.

**Tools and spares** means the tools and spares used for the operation of the caravan or trailer and which were supplied as original equipment or their similar replacements.

**Total loss** means when your insured property is damaged to the extent that we decide it is not economical or safe to repair, or it is stolen and not recovered.

**Trailer** means the unpowered vehicle with an aggregate trailer mass of less than 3.5 tonnes as shown on your policy schedule. The trailer can only be towed by a vehicle with gross vehicle mass of 4.5 tonnes or less. Examples of a trailer can include a horse float, box trailer and boat trailer. Gross vehicle mass is the maximum loaded mass of a light motor vehicle. Trailer does not include a semi-trailer.

**We / our / us** means Youi NZ Pty Limited.

**You / your / yours** means the policyholder/s, employee/s and household member/s or any person acting for the policyholder, business or for a household member.

## Insured Value

The insured value is made up of amounts for the caravan or trailer, and where applicable, the annex.

You should select an amount which reflects the replacement cost of each. These amounts will be noted on your policy schedule and are the most we will pay for repair or replacement of any respective component except where we are paying a claim for New Trailer or Caravan replacement.

### Contents

Contents are covered for their replacement value up to \$150 per item to a total of \$750 as described in Extra Cover: Contents inside the Caravan or Trailer.

If you have chosen the Optional Cover: Caravan Contents Upgrade, this cover replaces the Extra Cover and you should select an insured value which reflects the total replacement value of the contents of your trailer.

This amount will be noted on your policy schedule. Your contents will then be covered for their replacement value up to \$1,000 per item or the insured value, whichever is the lesser.

For more information see What if you need to claim? in this document.

## Insured events

### 1. Accidental Damage

#### What is covered?

Under Comprehensive cover, accidental damage caused to the insured property.

#### What is not covered?

Third Party, Fire and Theft or Third Party Property Only cover.

### 2. Intentional Damage

#### What is covered?

Under Comprehensive cover, damage to the insured property caused intentionally.

#### What is not covered?

Intentional damage caused by:

- household member;
- any person who has been given permission by you to use the insured property; or
- any person acting with your consent.

Third Party Fire and Theft or Third Party Property Only cover.

### 3. Storm or Flood

#### What is covered?

Under Comprehensive cover, damage to the insured property caused by a storm or flood.

#### What is not covered?

Third Party, Fire and Theft or Third Party Property Only cover.

### 4. Fire

#### What is covered?

Under Comprehensive or Third Party, Fire and Theft cover, damage to the insured property caused by fire.

## What is not covered?

Third Party Property Only cover.

### 5. Theft

#### What is covered?

Under Comprehensive or Third Party Fire and Theft cover, theft, or damage caused by attempted theft of the insured property.

#### What is not covered?

Theft or attempted theft if:

- it occurred from the annex and the annex is not shown on your policy schedule;
- the contents were stolen from inside the caravan, trailer or annex which was not locked and there are no visible signs of forced entry;
- the caravan is unattended for a period exceeding eight days and is at a location which differs from the one where it is usually kept, as noted on your policy schedule;
- you show or advertise the insured property for sale and do not take reasonable precautions to prevent its theft or damage; or
- you give the insured property to any person to sell for you or on your behalf.

Third Party Property Only cover.

### 6. Earthquake

#### What is covered?

Under Comprehensive or Third Party Fire and Theft cover, damage to the insured property caused by earthquake.

#### What is not covered?

Third Party Property Only cover.

## Extra cover

The Extra Cover listed below is automatically included in your policy and, where applicable, the most we will pay for each claim is noted.

### 1. Emergency Accommodation, Transport and Repairs

#### What is covered?

Under Comprehensive or Third Party, Fire and Theft cover, we pay for the reasonable cost of emergency accommodation, transport or storage, or emergency repairs to the caravan after an insured event which occurred more than 100 kilometres from the place where it is usually kept, and where you could no longer safely use the caravan.

You should arrange the emergency accommodation, transport or repairs and if a claim is accepted under this section, we will reimburse you for reasonable costs incurred.

The most we will pay for each claim, before excess, is \$1,000.

#### What is not covered?

Third Party Property Only cover.

### 2. Legal Liability and Reparation

#### What is covered?

Up to \$20,000,000 for your legal liability to pay:

- civil compensation for damages arising from an accident involving the caravan or trailer, which occurs in New Zealand during the contract period that results in death or bodily injury of a third party, or in third party property damage. This includes your reasonable legal and defence costs; and/or
- reparation to a victim who has suffered accidental loss or damage of property, bodily injury, or death as a result of you committing an offence in New Zealand during the contract period, provided you tell us immediately if you were charged with an offence in connection with the use of the caravan or trailer and we approve any offer of reparation.

The most we will pay for your legal liability arising from accidental death or bodily injury of a third party is \$1,000,000. The most we will pay under this section for any one accident or series of accidents is \$20,000,000.

**What is not covered?**

Damage to the caravan or trailer itself.

Any claim for legal liability for loss of or damage to property that belongs to:

- you or is under your legal control;
- a household member; or
- any employees working for you or a for a household member.

Any claim for legal liability for death or bodily injury to:

- you;
- a household member; or
- any employees working for you or for a household member.

Any claim for legal liability:

- which is covered by another insurance policy;
- where the person towing the caravan or trailer did not have permission to use it;
- which is caused by animals;
- where the caravan or trailer is being used for business purposes;
- involving the use of your Business Items whether for personal or business use; or
- arising from the caravan or trailer or towing vehicle not being roadworthy.

Any amounts that are covered under the Accident Compensation Act 2001 (“the Act”), or would be covered but for:

- a failure by the victim to correctly notify a claim to the Accident Compensation Corporation within the time required under the Act; or
- the victim’s decision, for whatever reason, not to claim any amount he or she would be entitled to claim under the Act; or
- a decision by the Accident Compensation Corporation to decline a claim or limit its liability in whole or in part and for any reason whatsoever.

Any legal defence costs, court costs, or levies arising from the prosecution of any offence and/or any order to pay reparation under any New Zealand laws, by-laws and regulations.

**3. Towing Costs****What is covered?**

Under Comprehensive or Third Party Fire and Theft cover, the reasonable cost of towing and storage of the caravan or trailer to a suitable place for safekeeping nearest to the incident location after an insured event.

**What is not covered?**

Third Party Property Only cover.

**4. Locks and Keys****What is covered?**

Under Comprehensive or Third Party Fire and Theft cover, if the caravan or trailer’s keys are stolen, we will cover the cost of replacing the keys and recoding the locks.

The most we will pay for each claim, before excess, is \$1,000.

**What is not covered?**

Theft of the keys by anyone:

- living at the address where the caravan or trailer is normally kept;
- who has been given permission by you to use the caravan; or
- acting with your consent.

Third Party Property Only cover.

**5. Contents Inside the Caravan or Trailer****What is covered?**

Under Comprehensive or Third Party Fire and Theft cover, we will pay for the contents inside the caravan, trailer or annex if they are lost or damaged as a result of an insured event.

The most we will pay for each item or for perishable food in total is \$150.

The most we will pay for each claim, after excess is \$750.

### What is not covered?

Theft or attempted theft if the contents were stolen from inside the caravan or trailer which was not locked and there are no visible signs of forced entry.

Business Items; these must be covered separately under the Optional Cover: Business Items.

Mobile phones and jewellery.

Third Party Property Only cover.

## 6. Caravan Park Fees

### What is covered?

Under Comprehensive or Third Party Fire and Theft cover, we will pay for the costs you incur for cancellation or re-booking fees at a caravan park or recreation area where a claim is accepted for loss or damage to the caravan or trailer caused by an insured event.

The most we will pay for each claim is the lesser of the actual fees charged or \$1,000.

The most we will pay in the contract period is \$2,000 in total across all incidents that you can claim for.

### What is not covered?

Any refundable amounts due to you from the caravan park or recreation area.

Cancellation and re-booking fees where you are not claiming for loss of or damage to the caravan or trailer.

Third Party Property Only cover.

## 7. Traveller Bonus

### What is covered?

We will pay you \$200 if you travel from Cape Reinga to The Bluff (South Island) with your caravan or trailer within 30 consecutive calendar days during the contract period. Proof of your booking and stay, such as receipts and photographs, are required. No excess is applied to a claim under this benefit.

## 8. Solar Panels and TV Antenna

### What is covered?

We will pay for the replacement of the solar panels, TV antenna or dish where they are damaged as a result of an insured event which also causes loss or damage to the caravan or trailer.

### What is not covered?

Solar panels, TV antenna or dish costs where you are not claiming for loss of or damage to the caravan or trailer.

Third Party Property Only cover.

## 9. Animal Death or Injury

### What is covered?

Death or injury to animals, being transported in or on the trailer, which occurs as a direct result of loss or damage to the trailer itself and for which a claim is accepted. We will pay the reasonable cost for accidental death and veterinary costs.

The most we will pay is \$5,000.

### What is not covered?

Veterinary costs for animals that were not the direct result of an accident involving the trailer.

Animal death or injury costs where you are not claiming for loss of or damage to the trailer.

Third Party, Fire and Theft cover.

Third Party Property Only cover.

## 10. Maritime Liability

### What is covered?

Up to \$10,000 for your legal liability under Maritime Law while the caravan or trailer is being transported by sea between ports within New Zealand, where you incur costs to:

- recover the marooned or disabled ship; or
- to contribute to the costs incurred by other owners whose cargo was offloaded at sea in order to save the ship.

## 11. Counselling Services

### What is covered?

The reasonable costs for counselling sessions with an accredited counsellor, after an event where a claim has been accepted for loss or damage to the caravan or trailer, or in relation to your Legal Liability. You should arrange the counselling session and if a claim is accepted under this section, we will reimburse you for reasonable costs incurred.

The most we will pay for each claim is \$1,500 per household member.

### What is not covered?

- counselling sessions for any person who is not a household member;
- counselling that commences more than 6 months from when the incident occurred;
- any claim that is recoverable from either a Government Accident scheme or public health care benefit; or from any Private Health Insurance policy; or
- additional costs incurred by attending counselling sessions, including but not limited to transport and parking costs.

## Optional cover

If you select any of the options below, the details will be noted on your schedule and you will be charged an additional premium.

### 1. Annex

#### What is covered?

Under Comprehensive or Third Party, Fire and Theft cover, we will pay for loss or damage to the annex which occurs as a result of an insured event.

#### What is not covered?

Loss or damage to the annex caused by Accidental Damage (other than impact) or Storm if the annex is more than 10 years old. This does not apply to the frame and support.

Loss or damage to the annex which occurs when it is being put up or taken down.

Third Party Property Only cover.

### 2. Caravan Contents Upgrade

#### What is covered?

Under Comprehensive or Third Party Fire and Theft cover, we will pay for the contents inside the caravan or annex if they are lost or damaged as a result of an insured event.

The most we will pay for each item is the lesser of its replacement cost or \$1,000.

The most we will pay for each claim, after excess, is the amount noted on your policy schedule.

#### What is not covered?

Business Items; these must be covered separately under the Optional Cover: Business Items.

Mobile phones and jewellery.

Third Party Property Only cover.

### 3. Burnout of Electric Motors

#### What is covered?

Under Comprehensive cover, the reasonable cost of repairing or replacing burnt out electric motors caused by mechanical, electrical or electronic (including computer software) breakdown or failure.

The most we will pay for each claim, after excess, is \$1,000.

The motors must form part of the appliances that are permanently fitted to the caravan or trailer.

#### What is not covered?

Loss or damage to burnt out electric motors if

- the motor is more than 10 years old; or
- the motor is covered by a manufacturer or other warranty.

Third Party Fire and Theft cover.

Third Party Property Only cover.

### 4. Business Items

#### What is covered?

Loss or damage up to the amount shown on your schedule caused to your business items whilst they are in the caravan or trailer anywhere in New Zealand.

Each item is covered for its replacement cost of up to \$1,000. The most we will pay for each claim is noted on your schedule.

#### What is not covered?

Theft or attempted theft of the business items unless:

- they were inside a lockable annex, caravan, trailer or compartment which was permanently secured to it; and
- there were visible signs of forced entry to the annex, caravan, trailer or the compartment where the items were stored.

## Exclusions

### General exclusions

General exclusions apply to all sections of your policy and describe circumstances where your policy will not provide cover for any loss, damage, or liability arising directly or indirectly from any cause noted below.

#### We will not pay for:

1. loss or damage to any illegal property or item, including but not limited to counterfeit or reproduced goods;
2. loss or damage to any insured property as a result of theft or attempted theft by deception. When selling any insured property, you must ensure that you have confirmation from your bank that valid and legal payment for the sale has been made before handing over the property to any prospective buyer;
3. legal liability caused directly or indirectly by any activities related to the trailer or caravan being used for business, trade, professional or work purposes;
4. loss or damage to any property more specifically insured elsewhere;
5. personal injury incurred in New Zealand for which Accident Compensation Corporation benefits are or would be payable in accordance with the Accident Compensation Act 2001 or any succeeding legislation to those Acts; or
6. any loss, damage or legal liability where cover is provided to any extent by any other insurance policy. We will not contribute towards any claim made under any other policy.

#### We will not pay for loss, damage or legal liability caused directly or indirectly by:

7. any event that occurred before your cover started with us or after it ended;
8. you admitting liability or agreeing or contracting to any liability that would not have existed otherwise at law;

9. the intentional or deliberate acts or omissions of you or any person covered under your policy, or by any person acting for you or acting for any person covered under your policy;
10. any illegal activity, or while your property is being used for any illegal activity, by you or any person acting on your behalf;
11. fines, penalties or aggravated or exemplary damages;
12. legal repossession or confiscation or lawful destruction of any insured item or property;
13. a judgment or order of a court or tribunal outside New Zealand;
14. any event that occurred outside New Zealand;
15. wear and tear, rust, corrosion or deterioration;
16. mould, rot, damp or the effects of the climate or weather;
17. a process or system of cleaning, restoring, modifying or repairing any insured property;
18. mechanical, electrical or electronic (including computer software) breakdown or failure unless specifically included and noted in this Policy Wording;
19. poor or faulty design specification, materials, plan or workmanship;
20. asbestos;
21. the presence or possible presence of chemical or biological pollutants or materials;
22. any radioactivity, nuclear fuel, waste or other nuclear material, nuclear weapon, detonation or explosion;
23. military power, rebellion, revolution, terrorism, war or war-like activities, whether war is declared or not; or
24. looting, rioting or civil commotion.

## Caravan and trailer cover exclusions

Caravan cover exclusions apply to all sections of your policy and describe circumstances where your policy will not provide cover for any loss, damage or liability arising directly or indirectly from any cause noted below.

### We will not pay for:

1. repair of any damage that existed prior to the start date of the policy;
2. repair or replacement of window glass that had pre-existing damage prior to the start date of the policy and is further damaged during the policy period;
3. loss of value or depreciation of the caravan, trailer or annex;
4. loss of use or any other financial loss arising from or consequential to an insured event;
5. that part of any repair or replacement we perform which improves the caravan, trailer or annex beyond its original condition before the loss;
6. damage to tyres caused by wear and tear, braking, punctures, cuts, bursts or deflation for any reason;
7. damage to road or other surfaces, caused by the normal use of the trailer;
8. any unregistered caravan, motorhome or converted bus;
9. loss or damage to the contents during transport unless they are secured in the cupboards or compartments of the caravan or trailer;
10. loss or damage, other than relating to Fire, caused by insects or vermin; or
11. loss or damage to the interior of the caravan or trailer caused by animals kicking, pecking, biting, clawing, scratching, tearing or chewing, or damage caused by their urine or excrement.

### We will not pay for any loss, damage or legal liability caused directly or indirectly:

12. by flood, storm or bushfire during the first 72 hours of your policy commencing or where you have increased your existing insurance cover, unless:

- you had another policy that expired immediately before the start of your policy with us and there was no break or change in the level or type of cover; or
  - you bought the caravan or trailer on the same day your policy with us started;
13. when the caravan or trailer is being towed by a person who did not have your permission to tow it, unless the caravan or trailer was stolen and reported stolen to the police within 24 hours of you becoming aware of the incident and you provide us with a police incident number;
  14. by the caravan or trailer to property owned by or in the legal care of your household members or any person covered by your policy except where the property is a building that you are renting with a written rental agreement in place and you are not responsible for insuring the building;
  15. when the caravan or trailer is being towed by any person who does not satisfy the terms and conditions of your policy;
  16. when the caravan or trailer is being towed by a person who does not have a valid driver's licence of the correct type and class to drive the car, or who did not observe the terms of their driver's licence;
  17. when the caravan or trailer is being towed by a person whose driver's licence is suspended, cancelled or has special terms applied to it;
  18. when the caravan or trailer is being towed by a person who:
    - is under the influence of alcohol and/or a drug and/or any other intoxicating substance;
    - has a blood alcohol level higher than the legal limit;
    - refuses to supply a blood, breath or saliva sample when required to do so by law; or
    - fails a drug test administered by the police service or Government agency;
  19. if the driver of the vehicle towing the caravan or trailer leaves the scene of an accident without lawful excuse;
  20. if the caravan or trailer is being towed illegally;
  21. when the caravan or trailer is being used for transporting dangerous, hazardous or poisonous materials;
  22. when the caravan or trailer is being used on a permanent or temporary racetrack, raceway or course, or in a four wheel drive or adventure park, or if it is used for racing, trials, speed tests, pacing, contests, rallies or for endurance or skills tests;
  23. when the caravan or trailer is being used in a reckless manner;
  24. when the caravan or trailer or vehicle towing it is being used while it is overloaded, unsafe or not roadworthy;
  25. when the caravan or trailer and the way it is loaded or the vehicle towing it is being used inappropriately or in a manner which is outside the manufacturer's specifications or recommendations. This includes but is not limited to exceeding the towing capability of the vehicle towing the caravan or trailer;
  26. when the unregistered trailer is being towed on a public road and it is legally required to be registered;
  27. when the caravan or trailer is being towed by an unregistered motor vehicle on a public road;
  28. if the caravan or trailer, or the way it is loaded, interferes with the control of the vehicle towing it;
  29. by the use or application of caravan or trailer parts or accessories which are not recommended or specified by the manufacturer;
  30. by the use, or accidental addition by any person, of incorrect lubricants or other fluids, which are not recommended or specified by the manufacturer;
  31. by liquids escaping from the caravan or trailer, unless the trailer was involved in an accident immediately before the escape; or
  32. by the failure to properly secure any storage compartments or other attachments fitted or attached to the caravan or trailer;
  33. if you have hired out the caravan or trailer for reward.

## What if you need to claim?

When you claim, it can only relate to one incident and you cannot include multiple incidents in one claim. If there is more than one incident, a separate claim will need to be submitted and the relevant excess/es will apply to each and every claim.

We would never want to reduce or refuse your claim and/or cancel your policy as permitted by law, however we may do so if you do not fulfil the following responsibilities:

1. take all reasonable precautions to prevent or reduce loss or damage to any insured property, even after an insured event;
2. allow us to view any damaged goods or property that you are claiming for. You must not repair, sell or dispose of any property prior to advising us of the damage and allowing us the opportunity to assess the damage. This includes providing us the opportunity to assess unsatisfactory repairs that need to be rectified, unless emergency repairs are required to prevent further loss or damage to the insured property;
3. make a report to the police within 24 hours of you becoming aware of the incident and obtain an incident number from them if:
  - any insured property was lost or damaged by theft, attempted theft, malicious or intentional damage; or
  - you were involved in an incident for which the law requires you to do so;
4. not leave the scene of an accident until you are lawfully allowed to do so. This includes, but is not limited to, any accident which caused personal injury or where public or private property was damaged;
5. not admit liability or blame, nor offer to pay for any damages caused by any incident;
6. immediately send us copies of any demand or claim you receive arising out of any incident;
7. advise us if any person involved in an incident is charged by the police arising out of that incident;
8. notify us if you have any other policy of insurance, warranty or guarantee which provides you with cover or indemnity for a claim you have made under your policy;
9. assist us in taking or defending legal action in your name, including providing statements to legal representatives and appearance at trial or any other court proceedings;
10. give us your full co-operation and comply with all our reasonable requests in relation to your claim, including but not limited to:
  - supplying all information completely, truthfully and honestly about:
    - the incident giving rise to the claim; and
    - you, and or anyone else covered under your policy;
  - providing assistance needed to recover our costs from other parties;
  - within a reasonable timeframe of our request, providing any information, written statements, evidence and help we may need in defending, prosecuting and investigating the claim. Such information may include, but is not limited to:
    - a copy of your driving history from the New Zealand Transport Authority; and
    - a copy of your insurance claims history from your previous insurers;
  - attending an interview with our assessor or investigator;
  - assisting any agents appointed by us (such as solicitors); and,
  - attending court to give evidence;
11. at our discretion, deliver to us any damaged or destroyed goods or items, including items left over from a set or pair of items for which we have paid your claim. These salvage items become our legal property;
12. pay for some of the costs, up to an amount we decide, if we repair or replace the insured property and where the repair or replacement results in the insured property being in a better condition than it was before the loss;

- complete all repairs or replacements to the insured property within a reasonable period after we accept your claim. All repairs or replacements must be fully completed within six months from the date of acceptance.

**If you claim under your policy, we have the choice to settle your claim in many ways.**

- We can settle the caravan or trailer claim by:
  - paying for the reasonable cost of repair;
  - paying you an amount equal to the reasonable cost of repairs;
  - paying you the reasonable last known cost of repair where parts are unavailable;
  - paying you the lesser of the market value or the insured value shown on your policy schedule;
  - replacing the insured property; or
  - any combination of the above.
- We can settle the annex claim by:
  - paying for the reasonable cost of repair;
  - paying you an amount equal to the reasonable cost of repairs;
  - paying you the market value or the insured value shown on your policy schedule;
  - replacement; or
  - any combination of the above.

If a part of the annex is damaged, we will pay for the damaged section only. If the caravan or trailer is a total loss, we will pay the insured value for the annex as well.

- We can settle your contents and business items claim by:
  - replacing lost or damaged items;
  - repairing damaged items;
  - paying you the reasonable cost of repair or replacement of lost or damaged items; or

- any combination of the above.

- At our option, first pay any amount less than the insured value owed to a financier or legal owner of the trailer or annex, before paying you the balance.
- Non-standard or after factory fitted accessories are included in the insured value. Cover for loss or damage to non-standard or after factory fitted accessories on the caravan or trailer is restricted to the reasonable cost of repair or replacement.
- At our option, authorise the use of any combination of original manufacturer, used or replacement parts, in the repair of the caravan, trailer or annex.
- Commence or defend legal action in your name and recover our costs from a third party.
- Cancel your policy for reason of fulfilment if you claim for the total insured value of the caravan or trailer.
- Keep the damaged caravan, trailer or annex, inclusive of the unexpired portion of its registration fees and Compulsory Third Party insurance premium, if you claim for the total insured value of the caravan or trailer.

## Matching materials

We will always try to match colours and materials, but where products are unavailable we will use the closest possible match that is available. Additional costs resulting from the unavailability of matching materials are not covered.

Whether we settle your claim by replacing or repairing, it will only be for the damaged areas of the caravan, trailer or annex. We will not pay for the costs to replace or repair undamaged areas. We may agree to pay you what it would cost us to repair or replace the damaged areas or contents and you can pay the balance of the cost.

## Quality guarantee

If we choose and authorise repairs with a repairer, we will guarantee the quality of those repairs for as long as you are the owner of the insured property.

## Choice of repairer

If your claim is accepted and your damaged caravan, trailer or annex can be repaired, at our option, we will arrange repairs with a repairer who is acceptable to us.

Wherever possible, we will offer you a choice of repairer from our network of recommended repairers.

You may choose another repairer, however we may not authorise repairs. If we do not authorise repairs we will pay you the fair and reasonable cost of repairs as determined by us, considering a number of factors, including comparison quotes from an alternate repairer we choose. Our quality guarantee does not apply to repairs that we have not authorised.

If you decide to choose another repairer, they must be appropriately licensed and authorised by law to conduct the required repairs.

## Parts used in repair

We may use any combination of original manufacturer, used or replacement parts, in the repair of the caravan, trailer or annex.

Where parts are not available in New Zealand and require importation, we will pay for the cost of surface freight only.

Where parts are unavailable and the repair cannot be completed, we will pay you the listed price of the part or parts in question, as at the date of settlement.

## New caravan or trailer replacement

Subject to availability, we may choose to either replace the caravan or trailer or pay the replacement cost of a new one, if it is assessed by us as a total loss within the first 24 months if:

- it was bought new and registered in your name as the first owner; or
- it was bought new and documented in your name as the first owner.

Where the cost to us to replace your caravan/trailer exceeds your insured value we will pay up to an additional 20% of the insured value.

The replacement or its cash equivalent will be based on a new caravan or trailer with a make and specification as close as possible to the insured caravan or trailer.

## Excess

For each and every claim you make under your policy, you are required to pay an excess. Your excess may be the combined total of the basic excess amount and additional excesses.

If you have more than one Youi policy, you will only pay one excess if you claim from more than one policy for the same event. The incident for which you claim must arise out of a single event which occurs at the same place and time. The single excess payable is the highest excess amount noted on the relevant policies.

- **Basic excess**

The basic excess is the amount you must pay in relation to each and every claim made under your policy. We may offer you the option of selecting the amount of your basic excess. The basic excess will be shown on your policy schedule.

Where the event is completely the fault of a third party that you can identify, we can locate and whose liability can be established, we may waive payment of the basic excess.

- **Additional excess**

We may require an additional excess to be paid in certain circumstances under your policy. The exact situations where this would apply and the amount of the additional excess will be shown on your policy schedule.

In the event of a claim being made under circumstances as detailed on your schedule, this excess would apply in addition to any other excesses that would normally apply to the claim. This excess may still apply even though the basic excess has been waived.

## What if I have a complaint?

We welcome any feedback you may have about our products or services. If you have a compliment or complaint, please contact us (our details are on page 4 and the back cover of this Policy Wording). We will attempt to resolve your complaint within ten (10) business days of the date on which we have all the information we need to determine your complaint. You may also refer the matter to our Internal Dispute Resolution service by emailing [disputes@youi.com](mailto:disputes@youi.com).

If you are not satisfied with the outcome of our internal review, or you remain dissatisfied with our internal dispute process after two (2) months, we will explain our reasons to you in writing and provide you with a 'deadlock' letter so you can take your complaint to Insurance and Financial Services Ombudsman (IFSO). IFSO is an independent entity which provides a free service for resolving disputes between insurers and their customers. Information about IFSO, and the types of disputes that it can consider, can be found at its website: [ifso.nz](http://ifso.nz).

IFSO can be contacted by email at [info@ifso.nz](mailto:info@ifso.nz) or at PO 10-845, Wellington 6143 or by phoning 0800 888 202.



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