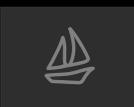


# Car

## Policy Wording

Preparation Date: 1<sup>st</sup> February 2019



## 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	●	●	✘
Additions to the Car:			
- <i>Baby Seat Replacement</i>	●	●	✘
- <i>Personalised Registration Plates</i>			
- <i>Towbar</i>			
- <i>Window Tinting</i>			
Locks and Keys	●	●	✘
Contents Inside the Car	●	●	✘

	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>			
Immediate Replacement Car	●	●	●
Maritime Liability	●	●	●
Hire Car Following a Theft	●	●	✘
Hire Car for Other Insured Events	○	○	✘
Youi Assist - Roadside	●	✘	✘
Counselling Services	●	●	●
Unbraked Trailer	○	○	○
Business Items	○	○	○
Campervan/Motorhome Contents	○	○	✘

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 make, model and age of the car and what it is used for;
- the address and security of where you normally park the car;
- the age, driving experience and claims history of any proposed driver;
- 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. You should ensure that you obtain and keep regular written valuations for items of a unique nature such as jewellery, watches, paintings or works of art from qualified, experienced and reputable valuers. Valuations should include a full detailed description of the property that would assist us to replace the item if necessary.

- **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 car in a roadworthy condition.**

Throughout the duration of your policy, you must maintain the car in a roadworthy condition.

The car may no longer be roadworthy immediately after an incident. It is important that you do not drive the car after an incident if it is no longer roadworthy.

- **Check the following prior to giving any person permission to drive the car:**

- Is their driver's licence valid, suspended or cancelled?
- Are any special conditions, restrictions or terms applied to their driver's licence that may limit their ability to legally drive the car? Examples of these special conditions, restrictions or terms may include but are not limited to: learner's permit requiring the driver to be accompanied by a suitably licensed supervising passenger; cars with automatic transmission only; certain hours of operation only e.g. daytime or night time; and certain cars deemed high-powered (performance) vehicles by the relevant Government or Transport Authority.
- Does the driver meet the Special Conditions section noted on your policy schedule?

- **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** for the new period of cover, 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.

If you have an agreed value policy, 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 call us on **0800 00 YOU! (9684)** and advise us not to renew your policy. If you send us a written request to cancel this automatic renewal, we will call you to ensure your interests and privacy are protected and to verify your request.

**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 car before it was delivered new to its first owner, as well as items added to the car 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.

**Agreed value** means the amount shown on your policy schedule, which we agree to insure the car for at the time of loss. We may change this amount at each renewal date of your policy and will advise you of the new agreed value before we renew your policy.

The agreed value includes any after factory or non-standard accessories that may be fitted to the car.

**Baby seat** means a child restraint that complies with the Australian/New Zealand Standard for Child Restraint Systems for Use in Motor Vehicles, as amended from time to time.

**Breakdown** means a mechanical or electrical fault which has caused the vehicle to become immobilised and/or unsafe to drive. Breakdown can also include a flat tyre, flat or faulty battery, a vehicle which has run out of fuel or keys that are lost or locked inside the vehicle.

**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 car that is used as an essential part of any work or business, or that is used to generate income or reward.

**Call out** means a claim where we dispatch any service provider/s to provide assistance at the breakdown location.

**Car** means the motorised vehicle (including campervan or motorhome) with all fitted accessories and modifications, shown on your policy schedule.

**Comprehensive cover** means the car 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.

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

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

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

**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) a lake (whether or not it has been altered or modified);
- (b) a river (whether or not it has been altered or modified);
- (c) a creek (whether or not it has been altered or modified);
- (d) another watercourse (whether or not it has been altered or modified);
- (e) a reservoir;
- (f) a canal;
- (g) a dam.

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

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

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

**Insured Value** means either the market or agreed value as shown on your policy schedule.

**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 duties 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.

**Listed driver** means any driver listed on your policy schedule and who is legally allowed to drive the car. The regular driver is also a listed driver.

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

Market value includes an allowance for after factory or non-standard accessories up to the amount noted on your policy schedule for After Market Accessories.

**Metropolitan** means the cities of Auckland, Wellington, Christchurch, Hamilton and Dunedin.

**Minor breakdown repairs** mean minor repairs of an immobilised vehicle to facilitate the immediate mobilisation of the vehicle. It excludes servicing and workshop repairs which may require diagnostic equipment, parts or repairs.

**Mobile or mobilised** means moving or capable of moving using the car's own power.

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

**Private use** means a car that is used solely for social, domestic and pleasure purposes, including driving to or from your regular place of work or study.

**Regional** means all incidents occurring outside of those areas defined as metropolitan.

**Registered** means that the car is registered in New Zealand for use on a public road.

**Regular driver** means the person who drives the car most of the time, or more than anyone else.

**Restricted access area** means an area that is protected by security and/or systems designed to prevent access by unauthorised people, including but not limited to airports, security controlled zones and community events.

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

**Roadworthy condition** means that the car complies with the roadworthy requirements of New Zealand.

**Service area** means anywhere in mainland North and South Island, including Waiheke Island, that is accessible by a two wheel drive recovery vehicle.

**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.

**Substitute car** means a loan car of similar type and used for similar purposes that is provided free of charge by the service provider whilst the car is out of order due to it being serviced or repaired. A hired or rented car is not a substitute car.

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

**Third Party Property Only cover** means the car 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 car insured on this policy other than what is described under Extra Cover: Uninsured Third Party.

**Third Party, Fire and Theft cover** means cover for Third Party Property Only plus the Insured Events; Fire, Theft and Earthquake. It also includes Extra Cover for Towing Costs and Emergency Accommodation, Transport and Repairs.

**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.

**Unbraked trailer** means a trailer up to and including 750kg Gross Trailer Mass.

Gross Trailer Mass is the mass transmitted to the ground by the axle or axles of the trailer when coupled to a drawing vehicle and carrying its maximum load approximately uniformly distributed over the load bearing area.

**Use** See Private use and Business use definitions above.

**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 events

### 1. Accidental Damage

#### What is covered?

Under Comprehensive cover, damage caused to the car.

#### 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 car caused intentionally.

#### What is not covered?

Intentional damage caused by any person:

- living at the address where the car is normally kept;
- who is a listed driver;
- who has been given permission by you to drive the car; or
- 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, accidental damage to the car 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, accidental damage to the car 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 car.

#### What is not covered?

Theft or attempted theft if:

- the ignition keys were left in the car;
- the ignition keys were left near the car whilst it was unattended by you;
- you show or advertise the car for sale and do not take reasonable precautions to prevent its theft or damage; or
- you give the car 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 car 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 or transport, or emergency repairs to the car, after an insured event which occurred more than 100 kilometres from your home, and where you could no longer safely drive the car. 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 car, 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 car and we approve any offer of reparation.

The legal liability may arise if the accident is caused while:

- the regular or any listed driver is driving;

- the car or using it to tow a trailer or caravan;
- a substitute car; or
- any uninsured car that is not owned, leased nor hired by that driver;
- an unlisted driver, who meets the conditions of your policy, is driving the car with your permission.

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 car, caravan or trailer causing the third party property damage.

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 for a household member.

Any claim for legal liability:

- arising from any incident where the driver of the car is not a listed driver and did not have permission to drive;
- arising from any car that is being driven which is not roadworthy;
- arising from the death or bodily injury of you or to any household member; or
- which is covered by any other insurance policy.

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 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.

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 car 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. Uninsured Third Party

#### What is covered?

Under Third Party, Fire and Theft or Third Party Property Only cover, up to \$5,000 or the car's market value, whichever is the lesser, for accidental damage to the car, if there was an uninsured third party motorised vehicle involved and if:

- the damage to the car is more than the total excess you have to pay;
- we agree that the third party was completely to blame for the accident;
- you provide us with the name, residential address, contact phone number and vehicle make and registration number of the third party; and
- you have reported the incident to the police and provide us with a police incident number.

#### What is not covered?

Comprehensive cover as this event is more specifically covered under Insured Events: Accidental Damage. Your car will be covered for the market or agreed value as shown on your policy schedule.

### 5. Additions to the Car

#### What is covered?

Under Comprehensive or Third Party Fire and Theft cover, we will replace the following items that are on or in the car where loss or damage to the items occurs as a result of an insured event:

- baby seat/s;
- personalised registration plates;
- towbar; and
- window tinting.

The replacement items will be of a similar specification.

#### What is not covered?

Any accessories (see What do these words mean?) not listed above.

Third Party Property Only cover.

### 6. Locks and Keys

#### What is covered?

Under Comprehensive or Third Party Fire and Theft cover, if the car'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 car is normally kept;
- who is a listed driver;
- who has been given permission by you to drive the car; or
- acting with your consent.

Third Party Property Only cover.

## 7. Contents Inside the Car

### What is covered?

Under Comprehensive or Third Party Fire and Theft cover, we will replace contents inside the car where loss or damage to the contents occurs as a result of an insured event.

The most we will pay for each item is \$150.

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

### What is not covered?

Business items. These must be covered separately under the Optional Cover: Business items.

Baby seats. These are automatically covered under Extra Cover: Additions to the Car.

Third Party Property Only cover.

## 8. Immediate Replacement Car

### What is covered?

If the car is traded in during the course of purchasing another one, the replacement car will be covered for up to 14 days after its purchase. This benefit only applies to replacement cars where the purchase price is under \$100,000.

The replacement car will be covered for the same level of cover as the car that it replaced; for example, if you had Comprehensive cover on the car you traded in, the replacement car will also be covered for Comprehensive cover.

At the time you take possession of the replacement car, cover for the car that was traded in ceases immediately.

You must tell us about the replacement car within 14 days of purchase and your policy schedule must be updated with the details of the replacement car in order to continue cover.

An additional excess of \$1,000 will be payable should you make a claim during the 14 days after the purchase of the replacement car if you have not informed us about it. This excess will apply in addition to any other excesses that would normally apply to the claim.

When you inform us of the replacement car, our standard underwriting guidelines will apply and an additional premium may be payable. In a limited number of circumstances we may not be able to provide continued cover for the replacement car.

## 9. Maritime Liability

### What is covered?

Up to \$10,000 for your legal liability under Maritime Law while the car 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.

## 10. Hire Car Following a Theft

### What is covered?

Under Comprehensive or Third Party Fire and Theft cover, the reasonable cost of a hire car that we arrange for you after a theft event. The hire car benefit will cease from the time the first of the following occurs:

- after a total hire period of 14 days;
- when we pay your claim for a total loss;
- when the car is returned to you following repair; or
- when the car is returned to you when it is recovered undamaged.

You may be required to provide a deposit with the rental car company for the period you are using the hire car.

We will always endeavour to provide a vehicle that is reasonably suitable to your needs.

### What is not covered?

Third Party Property Only cover.

## 11. Youi Assist - Roadside

For emergency assistance call **0800 22 1117**.

Under Comprehensive cover, we provide emergency assistance if the car breaks down or is immobilised, up to the limits per claim noted in the Cover Limits table.

### a. Flat or faulty batteries

#### What is covered?

If the car will not start due to a battery problem, we will:

- jump start the car;
- if necessary and a replacement is available, replace the battery; or
- tow the car.

#### What is not covered?

The costs of the replacement battery, including any additional costs for supply and delivery.

### b. Emergency fuel

#### What is covered?

If the car runs out of petrol or diesel we will provide you with the appropriate fuel. We will tow the car if it is an LPG fuelled, or an electric car or if the incorrect fuel was used.

#### What is not covered?

- Repair costs associated with using the incorrect fuel; or
- Replacement LPG fuel.

### c. Flat tyres

#### What is covered?

If the car has a flat tyre, we will change it with the spare. If there is no spare or for any reason the tyre cannot be changed, we will tow the car.

### d. Lost or locked keys

#### What is covered?

If the keys are lost or locked inside the car, we will provide assistance to:

- gain access to the car;
- locate and deliver a spare key; or
- tow the car if a spare key is not available and we cannot gain access on site.

#### What is not covered?

- Any damage caused to the car in the process of gaining access. This may be claimable under Insured Events: Accidental Damage and the applicable excess/es may apply.
- The costs of a replacement key, including any additional costs for delivery and recoding.

### e. Towing

#### What is covered?

If we cannot mobilise the car we will pay the costs of towing the car.

#### What is not covered?

Any costs associated with towing a car that has a GVM exceeding 3.5 tonnes.

### f. Caravan and trailer assistance

#### What is covered?

If the car breaks down while towing a caravan or trailer and needs to be towed, we will tow both vehicles to the same location.

#### What is not covered?

Any costs:

- if you do not tell us that the car is towing a caravan or trailer;

- if the caravan or trailer:
  - breaks down and the car is still mobile; or
  - exceeds the legal or manufacturer towing limits for the car.

**g. Bugged vehicle**

**What is covered?**

We will recover the car if it is bogged provided that there is reasonable and safe access for a conventional two wheel drive recovery vehicle and no other specialist equipment is needed.

**h. Taxi fares**

**What is covered?**

If there is a taxi service in the area, we will pay the cost for one taxi ride for you and your passengers to get where you need to be.

**Cover Limits**

You are covered up to the limits listed in the table below. You are responsible for the payment of any additional costs that arise over and above these limits.

Benefit	Cover limit
Fuel (petrol and diesel)	Up to 10 litres
Locksmith	Up to \$150
Towing	Up to 50km in regional areas and 20km in metropolitan areas
Taxi	Up to \$50
Minor breakdown repairs	Up to \$20

**Youi Assist - Roadside Exclusions**

We will not cover the costs of providing assistance for the following:

- where you are not with the car at the breakdown location, unless you have told us that it is not safe to be there;
- any major breakdown repairs;
- if the breakdown occurs outside a service area;

- where the breakdown is due to the car being involved in or connected to any form of motor sports (including driving on a racetrack or competing in organised road or off road rallies);
- where the car is being used as a rental or hire car;
- where the car is being repaired and breaks down or needs additional repairs;
- where we are not able to access the car due to it being in a restricted area, including but not limited to airports, security controlled zones and community events;
- where we are not able to access the car due to extreme weather conditions such as snow, ice, flooding and road slips; or
- Third Party, Fire and Theft or Third Party Property Only cover.

**12. 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 car 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. Hire Car for Other insured Events

#### What is covered?

Under Comprehensive or Third Party, Fire and Theft cover, the reasonable cost of a hire car that we arrange for you after an insured event. The hire car benefit will cease from the time the first of the following occurs:

- after a total hire period of 14 days;
- when we pay your claim for a total loss; or
- when the car is returned to you following repair.

You may be required to provide a deposit with the rental car company for the period you are using the hire car.

We will always endeavour to provide a vehicle that is reasonably suitable to your needs.

#### What is not covered?

Hire car following the theft of the car. This is automatically covered under Extra Cover: Hire Car Following a Theft.

Third Party Property Only cover.

### 2. Unbraked Trailer

#### What is covered?

Your registered Unbraked Trailer will be covered for its market value, up to a maximum of \$2,500. The trailer must be registered in the name of the policyholder or the registered owner of the insured car.

The Insured Events of Accidental Damage, Intentional Damage, Storm or Flood, Fire and Theft will apply when the trailer is:

- being towed by the car insured under this policy;
- parked at the overnight address noted on the policy schedule; or

- being used by the policyholder at another location and is unattended by the policyholder or drivers listed on the policy schedule for a period not exceeding 24 hours.

#### What is not covered?

Unregistered Trailers.

The contents of the trailer.

### 3. Business Items

#### What is covered?

Damage to or loss of business items whilst they are stored in the insured car and where there is also damage to the car.

Each item is covered for its replacement cost of up to \$200, to a maximum amount of \$1,000 per incident after excess.

#### What is not covered?

Theft or attempted theft of the business items unless:

- they were in a locked boot or lockable compartment which was permanently secured to the insured car; and
- the car was locked and there are visible signs of forced entry.

If you have selected the Unbraked Trailer option, cover under the Business Items option is also extended to items stored in a lockable tool box permanently secured on your trailer.

### 4. Campervan/Motorhome Contents

#### What is covered?

Under Comprehensive or Third Party Fire and Theft cover, we will pay for the contents inside the campervan or motorhome 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 is the amount noted on your policy schedule.

### What is not covered?

Theft or attempted theft if the contents were stolen from inside the campervan or motorhome 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.

## 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. loss or damage to any property more specifically insured elsewhere;
4. 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
5. 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:

6. any event that occurred before your cover started with us or after it ended;
7. you admitting liability or agreeing or contracting to any liability that would not have existed otherwise at law;
8. 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;
9. any illegal activity, or while your property is being used for any illegal activity, by you or any person acting on your behalf;

10. fines, penalties or aggravated or exemplary damages;
11. legal repossession or confiscation or lawful destruction of any insured item or property;
12. a judgment or order of a court or tribunal outside New Zealand;
13. any event that occurred outside New Zealand;
14. wear and tear, rust, corrosion or deterioration;
15. mould, rot, damp or the effects of the climate or weather;
16. a process or system of cleaning, restoring, modifying or repairing any insured property;
17. mechanical, electrical or electronic (including computer software) breakdown or failure;
18. poor or faulty design specification, materials, plan or workmanship;
19. asbestos;
20. the presence or possible presence of chemical or biological pollutants or materials;
21. any radioactivity, nuclear fuel, waste or other nuclear material, nuclear weapon, detonation or explosion;
22. military power, rebellion, revolution, terrorism, war or war-like activities, whether war is declared or not; or
23. looting, rioting or civil commotion.

## Car cover exclusions

Car 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 a windscreen or 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 car;
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 car 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; or
7. damage to road or other surfaces, caused by the normal use of the car.

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

8. 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 car on the same day your policy with us started;
9. when the car is being driven by a person who did not have your permission to drive, unless the car was stolen and reported to the police within 24 hours of you becoming aware of the incident and you provide us with a police incident number;

10. by the car to property owned by or in the legal care of your household members, drivers listed on your policy schedule, 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;
11. when the car is being driven by any person who does not satisfy the terms and conditions of your policy;
12. when the car is being driven 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;
13. when the car is being driven by a person whose driver's licence is suspended, cancelled or has special terms applied to it unless you have told us about it, we have accepted this and it is shown on your policy schedule;
14. when the car is being driven 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;
15. if the driver of the car leaves the scene of an accident without lawful excuse;
16. if the car is being towed illegally or the car is being used to tow a trailer or any other vehicle illegally;
17. when the car is being used for transporting dangerous, hazardous or poisonous materials;
18. when the car is being used on a permanent or temporary racetrack or raceway, 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;
19. when the car is being used in a reckless manner;
20. when the car or trailer is being used while it is overloaded, unsafe, not roadworthy, unregistered or not meeting relevant Government rules and regulations regarding the correct use of a motor vehicle;
21. when the car is being used in a manner or under conditions inappropriate for the type of car, or which are outside the manufacturer's specifications or recommendations;
22. by the use or application of car parts or accessories which are not recommended or specified by the manufacturer;
23. by the failure to properly replace and/or secure fuel, oil and other caps or lids fitted to the car;
24. by the use, or accidental addition by any person, of incorrect lubricants, fuel, oil or other fluids, which are not recommended or specified by the manufacturer; or
25. by liquids escaping from the car, unless the car was involved in an accident immediately before the escape.

## 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 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 your insured property and where the repair or replacement results in the insured property being in a better condition than it was before the loss;

13. 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 will never pay more than the insured value shown on your policy schedule, plus the extra amounts shown under the Extra Cover section.

1. We can settle your claim by:
  - paying for the reasonable cost of repairs;
  - paying you an amount equal to the reasonable cost of repairs;
  - paying you the market value or agreed value of the car, depending on the cover shown on your policy schedule;
  - replacing the car; or
  - any combination of the above.
2. At our option, pay in full any sum owed to a financier or legal owner of the car, from any settlement.
3. If you have Market Value cover, we will use industry pricing guides to determine the correct value of the car at the time of a loss, taking the make, model, age, condition and mileage into account.
4. If you have Market Value cover, non-standard or after factory fitted accessories will only be covered up to the amount specified and noted on your policy schedule.
  - Cover for damage to non-standard or after factory fitted accessories on the car is restricted to the reasonable cost of repair or replacement up to the amount specified on your policy schedule.
  - Cover for loss of non-standard or after factory fitted accessories on the car is restricted to the reasonable cost of replacement up to the amount specified on your policy schedule.

- Cover for non-standard or after factory fitted accessories on the car where the car is deemed a total loss is restricted to the market value at the time of loss or the amount specified on your policy schedule, whichever is the lesser.
5. If you have Agreed Value cover, non-standard or after factory fitted accessories are included in the agreed value. Cover for loss or damage to non-standard or after factory fitted accessories on the car is restricted to the reasonable cost of repair or replacement.
  6. If we replace the car under the New Car Replacement cover and after-market accessories are noted on your policy schedule, we will either replace them or pay you the replacement cost up to the specified amount.
  7. At our option, authorise the use of any combination of original manufacturer, used or replacement parts, in the repair of the car.
  8. Commence or defend legal action in your name and recover our costs from a third party.
  9. Keep your damaged car, 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 car.

## 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 the damaged car 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 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 car.

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 car replacement

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

- since it was registered in your name and had less than 500 kilometres on the odometer; and
- it had travelled less than 40,000 kilometres since it was first registered.

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

## 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 address 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, and we can locate and whose liability can be established, we may waive payment of the basic excess.

- **Reduced basic excess for windscreen claims**

We may offer you the opportunity to choose to pay extra premium to reduce the basic excess that applies to claims that solely involve your windscreen, sunroof or window glass. If you select this option the applicable excess will be shown on your policy schedule.

- **Youi Assist - Roadside basic excess**

No excess is applied to the first two claims per contract period under this benefit. For each and every claim thereafter you are required to pay a basic excess as shown on your policy schedule.

- **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.

- **Driver specific excess**

If we accept your claim for an insured event where the car was driven with your permission by any person who meets the criteria set out in the excesses section of your policy schedule, a driver specific excess becomes payable. This could include, for example, unlisted drivers (i.e. drivers not noted as a regular or listed driver) or young drivers (whether or not they are noted as a regular or listed driver). The criteria for the driver specific excess and amount of this excess will be shown on your policy schedule.

Where they are applicable, the driver specific excess amounts will be added to any other excess amount that may apply to the claim and may still apply even though the basic excess has been waived. These excesses will not apply when the car is being driven by a service provider with the appropriate liability cover.

For some cars, we may restrict cover to the listed drivers and the regular driver only. If cover is restricted in this way, there is no cover for any other driver, irrespective of excesses, and it will be clearly shown in the Special Conditions section of your policy schedule.

## 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: [www.ifso.nz](http://www.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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