



# Website Terms of Use

## Our Website

Thank you for visiting our website.

The Youi website is owned and operated by Youi NZ Pty Limited (Company Number 447 6298) (“**Youi**”) and its related entities.

In these Terms of Use, “**our website**” refers to all information, services, text, graphics and other data contained under the domain name youi.co.nz; “**we**”, “**our**”, and “**us**” refers to Youi and its related entities; and “**you**” or “**your**” refers to the person accessing our website.

Your use of our website is governed by these Terms of Use and our [Privacy Policy](#). Your access and use of our website constitutes your agreement to these Terms of Use.

## Acknowledgement

Your use of our website acknowledges your acceptance of these Terms of Use and our Privacy Policy.

You acknowledge and accept that certain parts of our website function as a Social Media site, the Youi Wall, and that information and content you submit to the Youi Wall will be freely visible to other website users.

Any failure or partial failure by us to exercise any right, power or remedy under these Terms of Use shall not operate as a waiver of our rights.

These are the current Terms of Use and replace any other Terms of Use previously published on our website to date. Our Terms of Use may be varied at any time without notice (where permitted by law) for security, legal or regulatory reasons, or to reflect updates or changes to the services or functionality of our website, by publishing the varied Terms of Use on our website.

We will indicate on our website that these Terms of Use have changed; however, we are under no obligation to specifically contact or notify you of any variation to these Terms of Use. You accept that by doing this, we have provided you with sufficient notice of the variation. By your use of our website after any variation, you are taken to have accepted the new Terms of Use.

## Privacy

Your privacy and security is extremely important to us. We are committed to protecting the privacy of your personal information and to handling your personal information in a secure and responsible manner in accordance with the *Privacy Act 1993* and the Privacy Principles. Our website will record and track the use you make of our website and certain data items will be collected and used by us in order to provide you with insurance quotations and other online services.

Notwithstanding any other terms in these Terms of Use or our Privacy Policy, you agree and acknowledge that when you submit comments, or other personal content, for public display on the Youi Wall or any other part of our website, that content may be displayed by us publically and may be available for any person to view and/or comments on and/or download.

Please read our Privacy Policy located on our website, which explains how we collect store and use certain information provided to us.

## **Accuracy**

Whilst we have undertaken all reasonable steps to ensure that all information contained in our website is accurate and free from error, we do not warrant the accuracy, adequacy, or completeness of information on our website. All information is subject to change without notice. We do not guarantee that our website, or websites of those linked to our website, will function as intended, be uninterrupted, or will be free from viruses.

### **Indemnity**

Should you do anything in breach of these Terms of Use, you agree to indemnify us in respect of any liability incurred by us for any loss or damage that we may suffer or any costs that may be incurred arising from your breach.

Whilst every effort is made, we do not warrant the accuracy, adequacy or completeness of site content, nor do we guarantee that the site will function as intended or be uninterrupted. You should take precautions.

## **Website Links and Third Party Information**

Within our website, there may be links to other websites or applications which are owned and operated by entities that are independent of Youi.

Any third party links are provided for your convenience only. Third party information may be accessed by Youi to help facilitate the quotation and purchase process. We do not approve, sponsor or endorse these websites, nor information, services, text, graphics, or data which is contained within their websites.

For example, Youi uses Auto Information Ltd (RedBook) data to assist in calculating vehicle values. RedBook prepares its data and valuations from information gathered from a variety of sources. Neither Youi nor RedBook can guarantee nor make any representations nor be liable for any loss that may be suffered regarding the use of, or reliance, on it.

You are responsible for all the information you provide via this website and you should not rely on the information contained on the website without making your own independent assessment.

We do not accept responsibility for any inaccuracy in information nor make any warranty to the representations made on those websites and we will not be liable for any loss that may be suffered as a result of using those websites.

## **Restrictions on Use**

In using our website, you agree that you will not either directly or via any third party:

- use our website for any other purpose, other than as a legitimate customer or for a non-commercial purpose;
- take any action which may disrupt access to; cause damage; or interfere with; the proper operation of our website;
- take any action that places an unusually large load on the infrastructure of; or bandwidth connecting to; our website;
- take any action that include the use of any data accumulation tool, robot or spider to compile, disseminate, extract, process, monitor, or copy any web pages from our website, inclusive of any information, data, graphics or content contained within our website, without our prior written consent;
- take any action that involves decompiling, reverse engineering, reverse assembling, attempting to reveal source code or other processes or formulas, connected with our website software;
- copy, reproduce, alter, modify, or display in public any part or content from our website, without our prior written consent;
- link any part of our website without our authorisation and written permission.

## **Intellectual Property**

Copyright on the services, information, text and graphics on our website is owned or licensed by Youi or has been reproduced by Youi with the necessary recognition to the owner.

No part of our website, inclusive of information, services, text and graphics, and other data may be reproduced, stored, modified, adapted, uploaded to another location, and produced for display in public in any form without our prior specific written consent. "Youi" is a registered trademark of Youi NZ Pty Limited.

## **Jurisdiction**

The law applicable to our website and to disputes arising out of our website is the law of New Zealand. By using our website you

irrevocably submit to the jurisdiction of the courts of New Zealand and any courts which have jurisdiction to hear appeals from such courts.

### **Product Information**

We only provide factual and sometimes general information on our website about our product and services. If you are considering purchasing a product or service, you should ensure that you read and understand the relevant policy wording applicable to the product (available on our website). Our website also enables you to purchase and pay for insurance products and services and administer your insurance policy online. The factual information provided on our website does not form part of any policy, policy wording issued by Youi unless specified.

### **No Advice**

Our website does not claim to provide you with any personal financial or investment advice of any kind. Our website and the information it contains does not take into account your particular financial or insurance position or requirements. You should always seek independent advice before acting upon any of the information contained on our website or other website links contained in our website.

### **Electronic Transactions**

Our website may enable you to make certain transactions online, whether this relates to you purchasing a policy, administering your policy, or any other transaction. These transactions will not be complete until we have received and processed your confirmation.

Your confirmation means any communication issued or transmitted by you to us via our website or other electronic means, containing your acceptance in relation to our offer, or your confirmation of payment, whichever is applicable.

Your confirmation of any payment may not be received by us for reasons inclusive of mechanical, software, computer, telecommunications, or electronic failure, or the omission or failure of other providers or systems, which are outside of the control of either party. You acknowledge that we are not liable to you in any way for loss or damage at all and however caused, directly arising out of; or indirectly in connection with the transmission of; your confirmation to us.

### **Purchasing a Policy**

You can create a valid and binding insurance policy with us and there is a three-step process:

1. We create a quote based on the information you provide for the insurance product you are interested in and have selected. You can exit our website and save your quote information at any time. Your quote and the information you provide will be stored for a period of at least thirty (30) days. We will email you a link back to our website, which allows you to return to your quote and complete all required information; or alternatively we will contact you by telephone to assist in further completion of your quotation and where you have agreed to purchase a policy, we will create a policy for you.
2. Upon completion by you of all the relevant information you will be asked to confirm the information you have provided. Once you have confirmed the information you have provided, a summary of your quote is displayed. Your quote will remain valid and accessible on the secure web page for a period of up to thirty (30) days from the date the quote process was started.
3. If you wish to purchase the insurance product in accordance with a quote provided to you by us via our website, you will be requested to answer further questions. Upon successful completion and acceptance by us of those questions, you may then accept that quote by pressing the "Buy" button on our website. To create a valid and binding insurance policy with us, you are required to select a payment method and provide your nominated account details for direct debit premium deduction. You will then be provided with a Youi policy number, Policy Schedule and policy wording.

You may be contacted either by email, sms, telephone or all three (3) at any stage during the online quote process to finalise your quote if you enter information that indicates your risk meets our underwriting guidelines. Our sales representatives will assist in answering any questions you may have in relation to the quote and any other quotes that you may be interested in obtaining. They will provide factual information about the product for which you have requested a quotation.

The insurance policy has been entered into by the process of:

1. our offer of insurance being made via our website electronically; and
2. your confirmation to us of your acceptance of that offer via our website or by telephone.

We are under no obligation to determine the authenticity or investigate whether authority has been provided for persons who have transmitted or issued electronic confirmations through our website. We may act on and process all completed confirmations transmitted or issued through our website without further consent from, or reference to you.

When entering into an insurance policy with us via our website, your acceptance of our offer of insurance will have been taken to have been communicated when:

1. your confirmation containing your acceptance is received and processed by us; and
2. we receive all required details of a current and valid credit card or nominated bank account number which you are authorised to use, and which is of a suitable type for us to charge premium to, or collect premium from, whichever is applicable; and
3. Your policy number is generated and issued to you.

By entering these details and using our website, you further agree that we are authorised to use the bank account or credit card details provided, for the purpose of collecting either an annual or periodic payments depending on the payment method you have selected, and to continue to use these to effect renewal of your insurance policy, unless you instruct us not to do so.

### **Issuing a Policy**

Your insurance policy is only valid, when we are able to:

1. successfully charge against your nominated credit card or direct debit from your nominated bank account; and
2. we receive payment of your applicable premium (either by a single payment or where permitted in instalments).

A Your policy number, policy schedule and policy wording will be issued to you via email.

Any failure by you to receive a Your policy number, policy Schedule and policy wording via our website does not invalidate the existence of an insurance policy or transaction entered using our website.

Please contact us immediately if you do not receive a Your policy number, policy Schedule and policy wording via our website following your transaction.

Our offer (including the policy wording and policy schedule) and your acceptance of that offer, together with your payment constitutes the contract of insurance and your insurance policy with us.

### **Making a Renewal Payment**

We will provide notification regarding the renewal of your insurance policy at least fourteen (14) days prior to the expiry date of your policy. Renewal of your insurance policy will be automatic, unless we receive your confirmation advising that you wish to cancel your insurance policy.

Should you wish to change your payment method, credit card or nominated bank account details, you can do so by visiting our website and using our online policy manager.

Your renewed insurance policy will only be valid upon us being able to:

1. successfully charge against your nominated credit card or debit card from your nominated bank account; and
2. receive payment of all applicable renewal premiums due for the policy being renewed (either in a single payment or where permitted, by instalments).

Our offer of renewal and your acceptance of that offer, together with your renewal payment constitutes your contract of insurance and your insurance policy with us.

### **Youi Wall**

Certain parts of our website function as a Social Media site, the **Youi Wall**. Information and content you submit to the Youi Wall will be freely visible to other website users; however you acknowledge that we may screen the content that is submitted to the Youi wall. By using the Youi Wall, you:

- grant us the right to publish any content you submit without compensation and restriction of use;
- acknowledge that you are fully responsible for the content you submit and that we will not be liable in any way for the content and will not be deemed to have authorised or endorsed the contents; and
- warrant you will not submit any content that is unlawful, fraudulent or that may breach intellectual property rights or privacy law, will not defame any person, is not obscene, derogatory or racist.

### **Online Policy Manager**

You are able to perform certain transactions and make certain policy amendments via [Youi's Policy Manager](#).

The Policy Manager is accessible when you log in by providing your Youi policy number and password. You must not provide details of your Login to any other person or allow any other person to use your Login. You must not use the Policy Manager to access or modify the details of any other person's insurance policy without their clear authority to do so. Any information provided to us via the Policy Manager will be taken as information provided by you and we may act on and process all completed confirmations transmitted or issued through the Policy Manager without further consent from, or reference to you.

### **Standard terms and acceptance criteria**

All applications for insurance products made by our website are subject to and must comply with Youi's normal acceptance criteria unless otherwise specified and are governed by the normal terms and conditions applying to each product or service requested. The terms and conditions of our insurance products are set out in the relevant policy wording, which you should refer to before making a decision to purchase, hold or cancel an insurance policy.

### **Contact Us**

If you have any questions relating to the Terms of Use or any other aspect of our website, please contact us via email [info@youi.co.nz](mailto:info@youi.co.nz), telephone 0800 00 YOUI (9684), or from the Contact Us section on our website at [www.youi.co.nz](http://www.youi.co.nz).

