

# Terms of Use

Issue Date: 25<sup>th</sup> July 2008



you.insured

## Our Website

Thank you for visiting our website.

The Youi website is owned and operated by Youi Pty Ltd ABN 79 123 074 733 (“Youi”) and its related entities.

The term, “**our website**” refers to all information, services, text, graphics and other data contained under the domain name **youi.com.au**.

“**we**”, “**our**” and “**us**” refers to Youi and its related entities. “**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.

## 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 responsible manner in accordance with the Federal Government’s Privacy Act and National 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. 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.

## Website Links

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

These website links are provided for your convenience only. We do not approve, sponsor or endorse these websites, nor information, services, text, graphics or data which is contained within their websites. We do not accept responsibility for any inaccuracy in information or 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.

## Product Information

We only provide general information on our website about our products and services. If you are considering purchasing a product or service, you should ensure that you read and understand the Product Disclosure Statement fully. Our website also

enables you to purchase and pay for insurance products and services and administer your insurance policy online.

## **Electronic Transactions**

Our website enables you to make certain transactions online, whether this relates to you purchasing a policy, administering your policy, making a renewal payment, 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**

Our website enables you to purchase insurance products online.

Three Easy Steps:

To create a valid insurance policy with us via our website, there is a simple three-step process:

- Step 1:** We create a quote 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 quotation will be stored within our database for a period of at least thirty (30) days. An e-mail will be sent to you providing a link back to our website, which allows you to return to your quote and complete all required information. For security purposes, you will be requested to re-enter your e-mail address.
- Step 2:** If you complete the relevant information, you will receive a quote, you are then asked to confirm the information you have provided related to the product you have chosen. Once you have confirmed all information as being complete, a summary of your quotation 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; and
- Step 3:** If you wish to purchase the insurance product in accordance with a quote provided to you by us via our website, then after you have completed the required details, 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 insurance policy with us, you will also be requested to enter a payment method and your nominated account details for premium deduction. You will then be provided with a corresponding Youi policy number, Policy Schedule and PDS.

You may be contacted either by e-mail, sms, telephone or all three (3), depending upon the method of contact you selected, or the business reason for contacting you. Our sales advisors will assist in answering any questions you may have in relation to the quotation. They may also provide general product information only in relation to our 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.

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. a Youi policy number is generated and issued to you; and
3. 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.

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

## **Issuing a Policy**

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

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

A Youi policy number, Policy Schedule and PDS will be issued to you via email and also by post.

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

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

Our offer and your acceptance of that offer, together with your payment constitutes your insurance policy or contract 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 insurance policy will only be valid upon us being able to:

- (1) successfully charge against your nominated credit card or direct debit from your nominated bank account; and
- (2) receive payment of all applicable renewal premiums due for the policy (or policies) 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 insurance policy or contract with us.

## **Restrictions on Use**

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

- (a) use our website for any other purpose, other than as a legitimate customer or for a non-commercial purpose;
- (b) take any action which may disrupt access to; cause damage; or interfere with; the proper operation of our website;
- (c) take any action that places an unusually large load on the infrastructure of; or bandwidth connecting to; our website;
- (d) take any action that includes 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;

- (e) 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; or
- (f) copy, reproduce, alter, modify, or display in public any part or content from our website, without our prior written consent.

## **Intellectual Property**

- (a) Copyright on the services, information, text & graphics on our website is owned or licensed by Youi Pty Ltd.
- (b) No part of our website, inclusive of information, services, text & 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.
- (c) "Youi" is a trademark of Youi Pty Ltd.

## **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.

## **Jurisdiction**

The law applicable to our website and to disputes arising out of our website is the law of the state of Queensland, Australia.

## **Indemnity**

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

## **Acknowledgement**

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

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. We may at any time vary the Terms of Use 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.

## **Contact Us**

If you have any questions relating to the Terms of Use or any other aspect of our website, please contact us via e-mail [info@youi.com.au](mailto:info@youi.com.au) or from the contact us section on our website at <http://www.youi.com.au>.