

# Car

Product Disclosure Statement

*Issued 8th January 2013*



**you.insured**  
car home contents

## 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	●	●	✘
Emergency accommodation	●	●	✘
Emergency transport and repairs	●	●	✘
Legal liability	●	●	●
Towing costs	●	●	✘
Baby seat replacement	●	✘	✘
Contents inside your car	●	●	✘
Personalised registration plates	●	●	✘
Window Tinting	●	✘	✘

	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>			
Hire car following a theft	●	●	✘
Hire car for other insured events	○	○	✘
Immediate replacement car	●	✘	✘
Unbraked trailer	○	○	○
Tools of Trade	○	○	○

This Product Guide does not replace or vary our Product Disclosure Statement (PDS). Please read the entire PDS for details of features and limitations.



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## Product Disclosure Statement

This Product Disclosure Statement (PDS) has been designed to help you make an informed decision about our insurance products. It explains the product's features, benefits, conditions and exclusions, to help you 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 PDS together with your most recent policy schedule and your application for insurance or renewal. Please read all the information in the PDS and your policy schedule carefully and contact us if you have any questions.

For details about how your premium is calculated, fees we charge and how we are paid, please read our Financial Services Guide (FSG) on our website at [www.youi.com.au](http://www.youi.com.au)

## Our promise of cover

If you pay your premium by the agreed date 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 PDS.

## Quality guarantee

If we choose and instruct a repairer to repair any of your insured property, we guarantee the quality of those repairs for as long as you are the owner of the insured property.

## Cooling off period

You may cancel your policy at any time during the first twenty (20) calendar days from the date you bought your policy, and we will refund your payment in full, provided a claim has not been made under your policy.

## Cancelling your policy

You may cancel your policy at any time after the cooling-off period and we will refund to you the unused pro-rata portion of your premium, unless you have made a claim for a total loss.

We may cancel your policy by giving you three (3) business day's 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, unless you made a claim for a total loss.

A cancellation fee of \$33 (including GST) will apply to all cancellations except those during the cooling off period where there has been no claim.

## Goods and services tax

All insured amounts shown in your policy are in Australian 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. If you are registered for GST purposes, we will reduce any claimed amounts paid to you by the appropriate input tax credit percentage that you have told us you are entitled to claim from the Australian Taxation Office.



## Your duty of disclosure

- If you do not answer our questions honestly and completely, we may reduce or refuse your claim and/or cancel your policy as permitted by law.
- If the information you provide or withhold from us is fraudulent in any way, we may avoid your policy from its start date, as though it never existed.
- You must tell us everything you know, or could be reasonably expected to know, that is relevant to the cover you have chosen, including information about the property you want to insure, yourself and all the people you want to cover under your policy.
- We need correct, truthful and complete information from you to decide whether or not to insure you, how much premium to charge you for our products and whether we need to apply any special conditions to your policy.
- We will ask you a number of questions before we offer, extend, vary or reinstate any cover. This includes when you make use of our website to extend, vary or reinstate cover. You must answer all our questions correctly, truthfully and completely. We will not ask you to tell us anything that the law allows you to keep private.
- You must immediately tell us about any changes to the information you gave us when you took out or last changed 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.

- Before your policy expires we will send you a renewal invitation or an expiry notice. If you receive a renewal invitation from us you must check all the details and tell us immediately about any changes to the information you gave us when you took out your policy or 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. 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.

**You do not have to tell us of any matter which:**

- reduces our risk of providing you the cover requested;
- is common knowledge;
- we know already or should know in the ordinary course of our business;
- we have waived your duty of disclosure for.

**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:**

- **Factually provide 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 **13 9684**.
- **Make your first premium payment**  
You must ensure your first premium payment is paid by the agreed date in order to be covered.
- **Make your subsequent instalment premium payments**  
You must ensure that your instalment payments are made by the agreed dates in order to be covered. If any instalment payment remains unpaid for a period of fourteen (14) calendar days or more, we may refuse to pay your claim. If any instalment payment remains unpaid for a period of one (1) calendar month or more, we may cancel your policy as permitted by law.

- **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**

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

- **Keep your car in a roadworthy condition**

You must maintain your car in a roadworthy condition throughout the duration of your policy.

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

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

- Is their driver's licence valid, suspended or cancelled?
- Does the driver meet the Special Conditions section noted on your Policy Schedule?

- Does the driver have 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 licenced 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 a State Government Department or Road Transport Authority.

- **Notify us of all incidents within thirty (30) calendar days**

You must notify us of any incidents involving the insured property within thirty (30) calendar days of becoming aware of the incident/s. The details that must be provided include:

- the location, date and time of the incident;
- the particulars (name, address, phone number, licence number, insurance company) 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 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.

If you have an agreed value policy, we will review your sum insured as part of your renewal invitation.

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, call **13 9684** before the renewal date shown on your renewal invitation.

We will automatically renew your policy and continue to debit your 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.

## Code of practice

As a member of the Insurance Council of Australia, we are also signatories to the General Insurance Code of Practice introduced by the Insurance Council of Australia with support from the Federal government and consumer groups.

Should you require more information or a copy of the Code go to [www.codeofpractice.com.au](http://www.codeofpractice.com.au), or contact us or the Financial Ombudsman Service on 1300 780 808.

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. Details of how we handle your complaint are in the Financial Services Guide (FSG) on [www.youi.com.au](http://www.youi.com.au). This also contains information regarding the Financial Claims Scheme and Compensation Arrangements.

## What do these words mean?

**Accessories** means extra items added to your car before it was delivered new to its first owner, as well as items added to your 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 definite place.

**Agreed value** means the amount shown on your policy schedule, which we agree to insure your 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 AS/NZS 1754:2004 Child Restraint Systems for Use in Motor Vehicles.

**Business use** means a car that is used in the course of the driver's employment, other than driving to and from home and work.

**Car** means the motorised vehicle, including 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 from the start or renewal date of your policy to its expiry date.

**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.

**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 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 car 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 definite place, and for which you expect to claim under your policy.

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

**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.

Laws vary between states around exactly what situations you must remain at the scene of an accident, these commonly include (but are not limited to):

- obtaining details of all parties involved;
- if any person is injured;
- damage has occurred to private or public property;  
or
- it is necessary to contact police.

You should check the relevant rules for your local jurisdiction if you are unsure. This can be done at either a State Government Department, motor registry or through the police.

**Listed driver** means any driver listed on your policy schedule and who is legally allowed to drive your car.

**Market value** means the reasonable and expected cost of replacing your 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.

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

**No-fault accident** means when your car is involved in an accident with another party and we agree that the other party was completely to blame, and you provide us with the name, residential address, contact phone number and registration number of the other party. If you and another party were both to blame, the accident will be recorded as your fault.

**Private use** means a car that is used for social, domestic and pleasure purposes and being driven between your home and place of work.

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

**Roadworthy condition** means that the car complies with the roadworthy requirements for the state or territory where the car is registered. This includes, but is not limited to:

- tyre tread depth;
- all exterior lights and reflectors are functioning as designed and clearly visible;

- windscreen free of defects, cracks, chips or other damage that may limit or distort the driver's vision within the primary vision area (the area swept by windscreen wiper blades);
- windscreen wipers are operational at all speeds and blade rubbers and wiper arms are not split, frayed or otherwise damaged so as to limit their wiping performance;
- body fittings do not obscure the driver's vision and are securely mounted to the car;
- mirrors are securely mounted and free from damage that may reduce the view to the rear of the car;
- steering free play is within allowable limits and the steering wheel is correctly fixed to the steering column;
- wear in suspension components does not exceed manufacturer's limits and all suspension components are securely fastened;
- brakes (including hand brakes) operate effectively and appropriately illuminate brake lights in the course of their operation;
- engine, driveline and associated components provide controlled transmission of power to the car.

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

**Substitute car** means a loan car of similar type and used for similar purposes as your car, being used free of charge while your 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 your car, excluding the driver or passengers of your 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 and Theft. In addition, there is Extra Cover for Towing Costs and Emergency Accommodation, Transport & Repairs.

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

**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 Pty Ltd.

**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 a Comprehensive policy, accidental damage caused to your car.

#### What is not covered?

Third Party, Fire and Theft; or Third Party Property Only policies.

### 2. Intentional Damage

#### What is covered?

Under a Comprehensive policy, damage to your car caused intentionally by any person.

#### What is not covered?

- Intentional damage caused by any person:
  - living at the address where the insured car is normally kept;
  - who is a listed driver; or
  - 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 policies.

### 3. Storm or Flood

#### What is covered?

Under a Comprehensive policy, accidental damage caused by a storm or flood.

#### What is not covered?

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

#### 4. Fire

##### What is covered?

Under a Comprehensive or Third Party, Fire and Theft policy, accidental fire damage to your car.

##### What is not covered?

Third Party Property Only policies.

#### 5. Theft

##### What is covered?

Under a Comprehensive or Third Party Fire and Theft policy, theft, or damage caused by attempted theft of your car.

##### What is not covered?

- Theft or attempted theft if:
  - the ignition keys were left in the car; or
  - the ignition keys were left near your car whilst unattended by you; or
  - you show or advertise your car for sale and do not take reasonable precautions to prevent its theft or damage; or
  - you give your car to any person to sell for you or on your behalf.
- Third Party Property Only policies.

## Extra Cover

The Extra Cover listed below is automatically included in your policy and, where applicable, the maximum amount payable per claim is noted.

### 1. Emergency Accommodation, Transport & Repairs

#### What is covered?

Under a Comprehensive or Third Party, Fire and Theft policy, we pay for the reasonable cost of emergency accommodation or transport, or emergency repairs to your car, after an insured event which occurred more than 100 kilometres from your home, and where you could no longer safely drive your car. You need to arrange the emergency accommodation, transport or repairs and we will reimburse you for costs incurred up to a maximum of \$300 per claim.

#### What is not covered?

Third Party Property Only policies.

### 2. Legal Liability

#### What is covered?

Up to \$20,000,000 (including all legal and defence costs and GST) for your legal liability to pay damages arising from a claim for an accident that results in damage to property of a third party not living with you caused by:

- the use of your car; or
- a trailer or caravan while being towed by your car; or
- the use of a substitute car while it is being driven by a listed driver.

**What is not covered?**

Legal liability arising from any incident where the driver and/or passenger of your car is not a listed driver and did not have permission to either drive and/or be a passenger in your car.

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

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

**What is not covered?**

Third Party Property Only policies.

**4. Uninsured Third Party****What is covered?**

Under a Third Party, Fire and Theft; or Third Party Property Only policy, up to \$3,000 or the market value of your car, whichever is the lesser, for accidental damage to your car, if there was an uninsured third party vehicle involved and if:

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

**What is not covered?**

Comprehensive policies.

**5. Baby Seat Replacement****What is covered?**

Under a Comprehensive policy, we will replace any Baby Seat(s) usually installed in the insured car and where loss or damage to the Baby Seat(s) occurs as a result of an insured event.

The replacement Baby Seat will be of similar specification to the damaged item(s). The maximum amount of cover for each Baby Seat is \$400.

**What is not covered?**

Third Party, Fire and Theft; or Third Party Property Only policies.

**6. Contents Inside Your Car****What is covered?**

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

The maximum amount of cover for each item is \$150 and the total amount of cover for all items inside your car together is \$750.

**What is not covered?**

- Tools of Trade. These must be covered separately under the Tools of Trade Optional Cover.
- Third Party Property Only policies.

## 7. Personalised Registration Plates

### What is covered?

Under a Comprehensive or Third Party Fire and Theft policy, we will replace personalised registration plate(s) on the insured car where loss or damage to the plate(s) occurs as a result of an insured event.

### What is not covered?

Third Party Property Only policies.

## 8. Window Tinting

### What is covered?

Under a Comprehensive policy, if a tinted window is replaced in the course of repair following an insured event, we will arrange to have the replacement window tinted to the specification of the original tinting.

### What is not covered?

Third Party, Fire and Theft; or Third Party Property Only policies.

## 9. Hire Car Following a Theft

### What is covered?

Under a Comprehensive or Third Party Fire and Theft policy, 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, or
- when we pay your claim for a total loss; or
- when your car is returned to you following repair; or

- when your 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.

A compact hire car will be provided under this benefit unless you have selected a higher class of hire car under the optional Hire Car cover.

### What is not covered?

Third Party Property Only policies.

## 10. Immediate Replacement Car Cover

### What is covered?

Under Comprehensive policy, if the insured car is traded in during the course of purchasing a replacement car, cover under this policy is extended to the replacement car for up to 14 days after the purchase of that car. This benefit only applies to replacement cars where the purchase price is under \$100,000.

At the time you take possession of the replacement car, cover for the trade-in car noted on the policy schedule 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 for that car.

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

**What is not covered?**

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

**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****What is covered?**

Under a Comprehensive or Third Party, Fire and Theft policy, 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; or
- when we pay your claim for a total loss; or
- when your 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.

A compact hire car will be provided under this benefit unless you have selected a higher class of car under the Hire Car Optional Cover.

**What is not covered?**

- Hire car following the theft of your car. This is automatically covered under the standard cover.
- Third Party Property Only policies.

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

**What is not covered?**

The contents of the trailer.

**3. Tools of Trade****What is covered?**

Damage to or loss of Tools of Trade whilst they are stored in the insured car and where there is also damage to the car itself for which you can claim.

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

Where the incident involves theft of the tools, they must have been stolen from a locked boot or lockable compartment which is permanently secured to the insured car and there must be visible signs of forced entry to the boot or compartment where the tools were stored.

If you have selected the Unbraked Trailer option, cover under the Tools of Trade option is also extended to tools stored in a lockable tool box permanently secured on your trailer.

## General Exclusions

General exclusions describe circumstances where your policy will not provide cover under any circumstances.

### **We will not pay for loss or damage:**

1. to any illegal property or item, including but not limited to counterfeit or reproduced goods, unlicensed computer or other software, illegal or illegally stored firearms;
  2. 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. incurred by a co-owner or any other person with an interest in the insured property, unless you have told us about it and the co-owner is shown as a joint policyholder on your policy schedule;
  4. legal liability for death or personal injury to any person who is or should be insured under a statutory compensation fund or scheme.
  5. to any property more specifically insured elsewhere.
- We will not pay for loss, damage or legal liability caused directly or indirectly by:**
6. 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;
  7. wear and tear, rust, corrosion or deterioration;
  8. mould, rot, damp or the effects of the climate or weather;
  9. mechanical, electrical or electronic (including computer software) breakdown or failure;
  10. a process or system of cleaning, restoring, modifying or repairing any insured property;
  11. poor or faulty design specification, materials, plan or workmanship;
  12. you admitting liability or agreeing or contracting to any liability that would not have existed otherwise at law;
  13. fines, penalties or aggravated or exemplary damages;
  14. military power, rebellion, revolution, terrorism, war or war-like activities, whether war is declared or not;
  15. any radioactivity, nuclear fuel, waste or other nuclear material, nuclear weapon, detonation or explosion;

16. the presence or possible presence of chemical or biological pollutants or materials;
17. looting, rioting or civil commotion;
18. asbestos;
19. legal repossession or confiscation or lawful destruction of any insured item or property;
20. any event that occurred outside Australia;
21. a judgment or order of a court or tribunal outside Australia;
22. any event that occurred before your cover started with us or after it ended;
23. any illegal activity, or while your property is being used for any illegal activity, by you or any person acting on your behalf.

## Car Cover Exclusions

### We will not pay for:

1. loss of value or depreciation of your car;
2. damage to road or other surfaces, caused by the normal use of your car;
3. loss of use or any other financial loss arising from or consequential to an insured event;
4. that part of any repair or replacement we perform which improves your car beyond its original condition before the loss;
5. 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;

6. repair of any damage that existed prior to the start date of the policy;
7. damage to tyres caused by braking, punctures, cuts, bursts or deflation for any reason;
8. any liability for death or personal injury to any person.

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

9. 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 your car on the same day your policy with us started;
10. when your car is being driven by a person who did not have your permission to drive, unless your car was stolen and immediately reported stolen to the police and you provide us with a police incident number;
11. by the insured 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;
12. when your car is being driven by any person who does not satisfy the terms and conditions of your policy;

13. when your car is being used for transporting dangerous, hazardous or poisonous materials;
14. when your car 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;
15. when your car or trailer is being used while it is overloaded, unsafe, not roadworthy, unregistered or not meeting relevant Government transport regulations regarding the correct use of a motor vehicle;
16. when your car is being driven by a person who does not have a valid driver's licence of the correct type and class to drive your car, or who did not observe the terms of their driver's licence;
17. when your 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;
18. when your 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;
19. when your car is being driven by a person who:
  - is under the influence of alcohol and/or a drug and/or any other intoxicating substance; or
  - has a blood alcohol level higher than the legal limit; or
  - 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;
20. if the driver of your car leaves the scene of an accident without lawful excuse;
  21. by liquids escaping from your car, unless your car was involved in an accident immediately before the escape;
  22. by the use or application of car parts or accessories which are not recommended or specified by the manufacturer;
  23. 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;
  24. by the failure to properly replace and/or secure fuel, oil and other caps or lids fitted to your car;
  25. if your car is being towed illegally or your car is being used to tow a trailer or any other vehicle illegally.

## What if you need to claim?

We would never want to reduce or refuse your claim 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 otherwise 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 the incident and obtain an incident number from them if:
  - any insured property was lost or subject to theft, attempted theft or malicious or intentional damage;
  - 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 causing personal injury or where damage has been caused to either public or private property;
5. not admit liability or blame, nor offer to pay for any damages caused by any incident;
6. immediately send to us copies of any demand or claim you may 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 event;
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. provide us with 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;
    - you, and or anyone else covered under your policy;
  - providing assistance needed to recover our costs from other parties;
  - within fourteen (14) calendar days of our request, 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 local transport bureau; 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 your insured property and where the repair results in the insured property being in a better condition than it was before the loss;
  13. tell us each and every time when you submit a claim under your policy if you are registered for GST at the Australian Taxation Office and the percentage of input tax credit that you are entitled to claim;
  14. 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 (6) 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 your claim by:
  - paying for the reasonable cost of repairs; or
  - paying you an amount equal to the reasonable cost of repairs; or

- paying you the market value or agreed value of your car, depending on the cover shown on your policy schedule; or
  - replacing your car;
  - any combination of the above
- At our option, pay in full any sum owed to a financier or legal owner of your car, from any settlement.
  - 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 your car is restricted to the reasonable cost of repair or replacement.
  - 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 your 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 your 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 your 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.
- At our option, authorise the use of any combination of original manufacturer, used or replacement parts, in the repair of your car. Where parts are not available in Australia 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.
- Commence or defend legal action in your name and recover our costs from a third party.
- Deduct any outstanding annual premium from your claim settlement if you had been paying your premium by periodic instalments, if you claim for the total insured value of your car.
- Cancel your policy for reason of fulfilment and retain all premiums paid, if you claim for the total insured value of your car.
- 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 your car.

## Choice of repairer

If your claim is accepted and your 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. If we choose a repairer and authorise repairs we will guarantee the quality of those repairs.

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 and our Quality guarantee will not apply.

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

## New car replacement

If your car is assessed by us as a total loss within the first 24 months from when it was first registered, we may choose to either replace it with; or pay the replacement cost of; an identical car subject to availability, if:

- your car was bought new and registered in your name as the first owner; and
- at the date of loss your car has not travelled more than
  - 25,000 kilometres since it was first registered if it is less than 12 months old; or

- 40,000 kilometres since it was first registered if it is between 12 and 24 months old.

## 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 your car and what it is used for;
- the address and security of where you normally park your 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;
- administration costs, taxes and government charges.

## 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 special excesses.

If you claim for a single event that involves insured property under more than one policy with Youi where you are the policyholder, you will be required to only pay the excess relating to one (1) of your policies involved in the event. The excess amount to be paid is the highest of the excesses on each of those 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 your claim arises from an incident that 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.

## 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 or window glass. The excess that will apply to windscreen claims will be shown on your policy schedule.

## Special 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 special 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.

## Unlisted Driver Excess

If we accept your claim for an insured event where your car was driven with your permission by any person who is not shown on your policy schedule as a listed or regular driver, an additional unlisted driver excess becomes payable. The amount of this excess will be shown on your policy schedule. This excess amount 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. This excess will not apply when your car is being driven by a service provider with the appropriate liability cover.

For some cars, we may restrict cover to the Listed and Regular drivers only. In such circumstances the Unlisted Driver Excess will not apply if the driver at the time of the incident is not shown on the policy schedule as a Listed or Regular driver. There would instead be no cover at all for such a driver. If cover is restricted in this way, it will be clearly shown in the Special Conditions section of your policy schedule.

## Youi Pty Ltd

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