

Car Insurance

Combined Financial Services Guide &
Product Disclosure Statement

Issued 10th January 2010



you.insured
car home contents

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Financial Services Guide

The purpose of this guide is to help you make an informed decision about whether to use the financial services we offer. It contains information about who we are and how we can be contacted, the services we offer, how fees are charged, how our employees are paid and how complaints are dealt with.

About us

This product is issued by Youi Pty Ltd (ABN 79 123 074 733; AFSL 316511), an Australian financial services licensee authorised to deal in and provide advice in relation to general insurance products. We can be contacted via our website www.youi.com.au or at PO Box 1458 Maroochydore QLD 4558, or alternatively by phoning 13 96 84.

How we provide our services

We provide financial product advice directly to our customers, acting on our own behalf and not as an agent for our customers. Our advice relates to the general insurance products we distribute which is done via our website, by email or telephonically by our employees.

We issue our own general insurance products only. We collect information from you, enabling us to issue insurance products and manage our rights and obligations, as well as yours, under a contractual agreement. We also give you factual information about our products to help you decide whether or not to buy them.

We may also make general recommendations or give opinions about our products which are not based on your individual objectives, financial situation or needs. In providing a general advice service, we cannot tell you whether the insurance, or an option within it, is particularly appropriate for your circumstances. Before acting on any information, recommendation, opinion or general advice we give you, you need to consider its suitability in relation to your own objectives, financial situation and needs.

Please read all your policy documentation, including the Product Disclosure Statement (PDS), to determine whether our product is suitable for you. You may also wish to talk to your financial adviser before acting on any information, recommendation, opinion or general advice we provide to you.

Government charges

In addition to the premium, there are compulsory Federal and State taxes and charges which apply to our insurance products, which include goods and services tax, insurance (stamp) duty and a state emergency services/fire services levy in some circumstances. These taxes and charges will be included in your quotation and on your policy schedule if you purchase any of our products.

Fees

The only fee that you could incur once you have taken out an insurance policy with us is an early cancellation fee of \$33.00 inclusive of GST.

How we are paid

As the underwriter of our own insurance products, we charge you a premium which we calculate and advise you of before you agree to buy any of our products. Our employees are paid an agreed salary and may also earn performance based bonuses or receive non-monetary benefits like paid attendances at business related conferences, study trips, functions or gift vouchers.

Your privacy

Your privacy and the security of your personal information is important to us. We are committed to protecting the privacy of your personal information and the handling of your personal information in a responsible manner in accordance with the Federal government's Privacy Act and National Privacy Principles.

Our website will record any use you make of it, and the information you give us will be used by us to provide you with insurance product quotations and other online services. Please refer to our Privacy Policy located on our website where we explain how we collect, store and use the information you give us.

Youi also records all telephone conversations for evidentiary, contractual, training and quality control purposes.

How we deal with complaints

We welcome any feedback you may have about any of our products or services. If you have a compliment or a complaint, please contact us at the contact details stated in the PDS.

We will attempt to professionally resolve your complaint within fifteen (15) business days. However, if your complaint remains unresolved, you may refer the matter to our Internal Dispute Resolution Service by contacting our Disputes Manager at the contact details stated in the PDS.

If you are not satisfied with the outcome of our internal review, you may choose to refer your dispute to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent entity, approved by the Australian Securities and Investments Commission, which provides a free service for resolving disputes between insurers and their customers.

The Financial Ombudsman Service can be contacted by email at gi@fos.org.au or at GPO Box 3 Melbourne VIC 3001 or by phoning 1300 780 808.

Direct debit payments

When you purchase an insurance product from us and you choose to pay your premium by direct debit from a banking account or credit card, we will advise you of our direct debit plan inclusive of the periodic amount of the debit, commencement date for payments and payment frequency, by including this information on your policy schedule.

If the direct debit date falls on a non-business day, we will debit your account or credit card on the next available business day. We will keep all information regarding your nominated bank account or credit card private and confidential at all times. Please refer to our Privacy Policy located on our website.

Insufficient funds

If there are insufficient funds in your nominated account or credit card to cover the direct debit amount when it is due, we may resubmit the debit within seven (7) calendar days unless you advise us to debit an alternative account or credit card. If you fail to meet your obligations to make payments as outlined in your payment schedule, we may refuse or reduce your claim and/or cancel your policy as permitted by law.

Your rights

Should you believe that a direct debit has been made incorrectly from your account or credit card and not in accordance with our direct debit plan, please contact us. You may also lodge a direct debit claim with your financial institution. You may terminate or stop payment/s under your direct debit payment plan at any time, by giving us seven (7) business day's written notice.

Your responsibilities

You must:

- ensure that sufficient funds are available in your nominated account or credit card to meet each and every scheduled debit;
- ensure that the authorisation given to us to debit your nominated account or credit card is identical to the account signing instruction held by the financial institution where that account is held;
- notify us immediately if your nominated account or credit card is transferred, closed, payments stopped or if your direct debit payment plan is cancelled, and supply us with alternative account details no less than seven (7) business days prior to the date of your next debit. Please note that as an alternative, payments can only be accepted via either direct debit or credit card.

Premium refunds

In some cases, when your policy is changed or cancelled, a premium refund may be due to you. If you paid your premium from a banking account, the refund will be automatically credited to that account. However, if you paid your premium from a credit card, we may in some cases be precluded by your credit card provider, from crediting a refund directly to your card. Since Youi does not issue cheques, you may be required under those circumstances to provide us with an alternative bank account to which to credit your refund.

Product Disclosure Statement

This Product Disclosure Statement (PDS) has been designed to assist you in making an informed decision about our insurance products. It explains the product's features, benefits, conditions and exclusions, to enable you to compare it to similar insurance products.

Please read all the information contained in this PDS carefully, and contact us if you have any questions. If you purchase a policy from us, the cover you have chosen will be shown on your policy schedule.

Your contract of insurance with us is made up of the PDS together with your most recent policy schedule and your application for insurance or renewal.

Our promise of cover

If you pay your premium by the agreed date and fulfil the conditions of your contract of insurance, we will provide you with insurance cover for the term of your policy as shown on your most recent policy schedule, in accordance with the terms and conditions of this Product Disclosure Statement.

Quality guarantee

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

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.

Cooling off period

You may cancel your policy at any time during the first twenty (20) calendar days from the purchase date, 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.

The cancellation fee stated in our Financial Services Guide, which forms part of this document, will apply to all cancellations except those during the cooling off period where there has been no claim.

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 to us 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 insurance cover you have chosen, including 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 insurance cover. This includes when you make use of our website to extend, vary or reinstate insurance cover. You must answer all our questions honestly, completely and to the best of your knowledge. We will not ask you to tell us anything that the law allows you to keep private.
- You must also tell us immediately about any changes to the information you have provided to 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 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. Some 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.

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 are providing information about other people in the course of obtaining a quote or purchasing or amending a policy, you must ensure that those details are factually correct. This also includes you receiving confirmation from those persons listed on the policy about the information provided that specifically relates to them. Failure to do so may result in a claim being refused and/or your policy being cancelled.

- **Take your car for an inspection**

In some circumstances we may ask you to submit a statutory declaration in respect of the condition of your car, or to take your car to a nominated inspection station for a condition report. We will advise you where to take your car for the free inspection. If we request that you submit a statutory declaration in respect of the condition of your car, or that you take your car for an inspection, and you fail to do so, we may refuse a claim and/or cancel your policy as permitted by law.

- **Check your policy immediately**

Please read and check your policy carefully. If any information is incorrect or incomplete, please make all necessary changes immediately by logging in to Policy Manager on our website at www.youi.com.au or calling 13 9684. Please keep your policy documents in a safe place for your reference purposes.

- **Make your first premium payment**

You must ensure your first premium payment is paid by the agreed date in order to be covered. If you do not pay your premium by the date shown on your policy schedule, we may refuse your claim and/or cancel your policy as permitted by law.

- **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 to us adequate proof of value and ownership of any insured property you wish to claim for.

- **Maintain a valid email address**

You must provide us with a valid email address that you have regular access to.

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

You must maintain your car in a roadworthy condition throughout the duration of your policy for a valid claim to be paid.

Note that 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.

- **Notify us of an incident within thirty (30) calendar days**

You must provide to us, either by phone or online through your policy manager, details of an incident involving the insured property within thirty (30) calendar days of becoming aware of that incident. The details required include:

- Location, date and time of the incident.
- The particulars (name, address, licence number, insurance company) of any third party that was involved in the incident.
- 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.

Other responsibilities

You must:

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 that you are claiming for. You must not repair, sell or otherwise dispose of any damaged 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 an immediate report to the police 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;
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 cooperation and comply with all our reasonable requests in validating and processing your claim, including but not limited to:
 - assistance needed to recover our costs from other parties;
 - attending an interview with our assessor or investigator;
 - assisting any agents appointed by us such as solicitors;
 - attending court to give evidence; and
 - providing any information, written statements, evidence and help we may need in investigating, defending and/or prosecuting the claim within fourteen (14) calendar days of our request. 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;
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 receiving authorisation for your claim. All repairs or replacements must be fully completed within six (6) months from the date of authorisation.

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.

Some 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 log onto your policy manager on our website at www.youi.com.au 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 on which 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. 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 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, please contact us or the Financial Ombudsman Service on telephone number 1300 780 808, or you can view the Code at www.codeofpractice.com.au.

Insured Events

1. Accidental Damage

What is covered?

If you have chosen Comprehensive cover, we will pay for accidental damage to your car. This cover does not apply to Third Party, Fire and Theft; or Third Party Property Only cover.

2. Intentional Damage

What is covered?

If you have chosen Comprehensive cover, we will pay for damage to your car, caused intentionally by any person who is not a household member or a driver listed on your policy schedule. This cover does not apply to Third Party, Fire and Theft; or Third Party Property Only cover.

3. Storm or Flood

What is covered?

If you have chosen Comprehensive cover, we will pay for accidental damage caused by a storm or flood. This cover does not apply to Third Party, Fire and Theft cover or Third Party Property Only cover.

4. Fire

What is covered?

If you have chosen Comprehensive cover or Third Party, Fire and Theft cover, we will pay for accidental fire damage to your car. This cover does not apply to Third Party Property Only cover.

5. Theft

What is covered?

If you have chosen Comprehensive cover; or Third Party, Fire and Theft cover, we will pay for theft, or damage caused by attempted theft of your car. This cover does not apply to Third Party Property Only cover.

Extra Cover

1. Emergency Accommodation, Transport & Repairs

What is covered?

If you have chosen Comprehensive Cover; or Third Party, Fire and Theft cover, we will 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. We will not arrange emergency accommodation, transport or repairs on your behalf but will reimburse you for costs incurred. The most we will pay is the lesser of \$150 per day for accommodation, or a combined total of \$300 per claim. This cover does not apply to Third Party Property Only cover.

2. Legal Liability

What is covered?

For all cover types, we will pay up to \$20,000,000 for your legal liability for all claims arising from one event for damage to third party property 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 driver who is listed on your policy.

3. Legal Costs

What is covered?

For all cover types, we will pay for the reasonable legal costs incurred by us on your behalf, if you are legally liable for loss or damage to third party property and your liability arose from an insured event.

4. Towing Costs

What is covered?

If you have chosen Comprehensive; or Third Party, Fire and Theft cover, we will pay for the reasonable cost of towing and storage of your car after an insured event. This cover does not apply to Third Party Property Only cover.

5. Uninsured Third Party

What is covered?

If you have chosen Third Party, Fire and Theft cover; or Third Party Property Only cover, we will pay 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 registration number of the other party; and
- you have reported the incident to the police and provide us with a police incident number.

Optional Cover

1. Hire Car

What is covered?

If you have Comprehensive cover or Third Party, Fire and Theft cover, we may offer you the choice to add the hire car benefit to your policy. If you have paid extra premium and it is shown on your policy schedule, we will pay for the reasonable cost of a compact 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.

2. Listed Drivers Only

What is covered?

We may offer you the opportunity to limit the cover on your car to only the regular driver and listed drivers, in exchange for a reduced premium. The selection of this option does not affect the treatment of household members who must be listed on the policy in order to be insured whilst operating the car.

When this option is in effect, damage caused to or by the car insured under this policy is not covered at all when the car is being operated by drivers who are not listed on the policy. This will be noted as a special condition on your policy schedule.

General exclusions

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

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. suffered 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. or legal liability for death or personal injury to any person who is or should be insured under a statutory compensation fund or scheme.

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

5. by 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;
6. by wear and tear, rust, corrosion or deterioration;
7. by mould, rot, damp or the effects of the climate or weather;
8. by mechanical, electrical or electronic (including computer software) breakdown or failure;
9. by a process or system of cleaning, restoring, modifying or repairing any insured property;
10. by poor or faulty design specification, materials, plan or workmanship;
11. by you admitting liability or agreeing or contracting to any liability that would not have existed otherwise at law;
12. by fines, penalties or aggravated or exemplary damages;
13. by military power, rebellion, revolution, terrorism, war or war-like activities, whether war is declared or not;
14. by any radioactivity, nuclear fuel, waste or other nuclear material, nuclear weapon, detonation or explosion;

15. by the presence or possible presence of chemical or biological pollutants or materials;
16. by looting or rioting;
17. by asbestos;
18. by legal repossession or confiscation or lawful destruction of any insured item or property;
19. by any event that occurred outside Australia;
20. by a judgment or order of a court or tribunal outside Australia;
21. by any event that occurred before your cover started with us or after it ended;
22. by 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 or damage to the contents of your car;
2. loss of value or depreciation of your car;
3. damage to road or other surfaces, caused by the normal use of your 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 your car beyond its original condition before the loss;
6. 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;
7. repair of any damage that existed prior to the start date of the policy;
8. damage to tyres caused by braking, punctures, cuts, bursts or deflation for any reason;
9. 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:

10. by flood, storm or bushfire during the first 72 hours of your policy, 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;
11. 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;
12. 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 formal rental agreement in place and you are not responsible for insuring the building;
13. by riot or civil commotion;
14. when your car is being driven by a household member who is not listed on your policy schedule;
15. when your car is being driven by a person who is excluded from cover under your policy or is shown as an Excluded Driver on your policy schedule;
16. when your car is being driven by any person who does not satisfy the terms and conditions of your policy;
17. when your car is being used for Business use, unless you have told us about it and it is shown on your policy schedule – Please refer to What do these words mean? in this PDS;
18. when your car is being used for Commercial use – Please refer to What do these words mean? in this PDS;
19. when your car is being used for transporting dangerous, hazardous or poisonous materials;

20. 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;
21. when your car is being used while it is overloaded, unsafe, not roadworthy, unregistered or not meeting relevant transport regulations regarding the correct use of a motor vehicle;
22. 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;
23. 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;
24. when your car is being driven by a person who is subject to a good behaviour bond unless you have told us about it, we have accepted this and it is shown on your policy schedule;
25. when your car is being used in a manner or under conditions that are inappropriate for the type of car, or which are outside the manufacturer's specifications or recommendations;
26. 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;
27. if the driver of your car leaves the scene of an accident without lawful excuse;
28. by liquids escaping from your car, unless your car was involved in an accident immediately before the escape;

29. by the use or application of car parts or accessories which are not recommended or specified by the manufacturer;
30. by the use, or accidental addition by any person, of incorrect lubricants, fuel, oil or other fluids, which are not recommended or specified by the manufacturer;
31. by the failure to properly replace and/or secure fuel, oil and other caps or lids fitted to your car;
32. by theft or attempted theft if:
 - the ignition keys were left in or near your car; 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.
33. if your car is a Grey Import – Please refer to What do these words mean? in this PDS;
34. if your car is being towed illegally or your car is being used to tow any other vehicle illegally.

What if you need to claim?

If you claim under your policy, we have the choice to settle your claim in any of the following ways:

1. Settle your claim by:
 - paying for the reasonable cost of repairs; or
 - paying to you an amount equal to the reasonable cost of repairs; or
 - paying to 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
2. At our option, pay in full any sum owed to a financier or legal owner of your car, from any settlement;

3. At our option, authorise the use of any combination of original manufacturer, used or replacement parts, in the repair of your car, depending on the make, model, age and condition 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;
4. Commence or defend legal action in your name and recover our costs from a third party;
5. 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;
6. Cancel your policy for reason of fulfilment and retain all premiums paid, if you claim for the total insured value of your car;
7. 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.

New car replacement

If your car is assessed by us as a total loss within the first 12 months from when it was first registered, we will replace it with an identical car subject to availability, if:

- your car was bought new and registered in your name as the first owner; and
- your car has not travelled more than 25,000 kilometres since it was first registered.

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 the event that leads to a claim is completely the fault of a third party that you can identify and we can locate and liability is 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.

Glass that forms part of a sunroof or accessory (such as a canopy) will not be subject to this reduced excess.

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 of \$2,000 becomes payable. 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.

No insurance cover shall apply to all persons listed as an Excluded driver on your policy schedule. No insurance cover shall apply under any circumstances, whilst they are driving the car.

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 / incident

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 an item for. 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.

Business use

means a car that is used for social, domestic and pleasure purposes, being driven between your home and place of work, and in the course of the listed driver's business. This includes trade's persons; civil works and mining; client visits and meetings; catering and events; delivery of your own goods; and farming delivery (of your own produce only).

If your car is used for Business use while it is covered by us for Private Use only, we may reduce or refuse your claim and cancel your policy as permitted by law.

Car

means the motorised vehicle, including all fitted accessories and modifications, shown on your policy schedule. There is no cover for any car and/or any accessory or modification to any car, which is not shown on your policy schedule.

Commercial use

means a car that is used for commercial purposes, including but not limited to driver training; letting, hire, rental or carrying fare-paying passengers; deliveries or transporting goods or cargo for reward; or any use in connection with the motor trade. We do not offer any cover for commercial use. If your car is used for Commercial use, we may reduce or refuse your claim and cancel your policy as permitted by law.

Comprehensive cover

means the car on the policy schedule is covered for each of the events listed in the section titled Insured Events and where relevant also in section titled Extra Cover.

Comprehensive cover also includes Optional Cover if selected and stated on your policy schedule.

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.

Excluded driver

means a person who has been notified to us but is not permitted by us to be insured whilst driving the car.

Flood

means usually dry land being covered by water escaping or overflowing from a natural or manmade waterway, stream, river, canal, reservoir, dam, lake, channel, storm water drain or water catchment system.

Grey import

means a car which was imported to Australia under low volume compliance legislation or which was previously registered in another country before being registered in Australia. This includes cars listed on the Register of Specialist and Enthusiast Vehicles or cars imported under the Registered Automotive Workshop Scheme (and built on or after 1 January 1989). We do not cover grey import cars.

Household member

means any person who lives at the address where the insured property is normally kept.

Insured event

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

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.

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, however commonly this includes (but is not limited to):

- obtaining details of all parties involved, or;
- if any person is injured, or;
- a car requires towing, 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 the motor registry or through the police.

Listed driver

means a person, other than the Regular Driver, who has been notified to us and is permitted by us to be insured whilst driving the car.

Market value

means the reasonable and expected cost of replacing your car with a car of the same or a similar make, model and condition at the time of the loss.

Modifications

mean all changes from the manufacturer's specifications, which were made to your car by you or by any other person at any time after your car left the factory where it was built, including changes made by the dealer.

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, but only if 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 freeplay 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 insured on the policy schedule is covered for damage to other vehicles and property as defined in the insured events titled Legal Liability and Legal Costs.

This cover does not include damage caused to the car insured under this policy other than what is described in the Uninsured Third Party event in the Extra Cover section.

Third Party, Fire and Theft cover

means cover for Third Party Property Only plus the insured events of Fire and Theft. In addition, there is Extra Cover for Towing Costs and Emergency Accommodation, Transport & 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.

Use

(Please refer to: Private use; Business use and Commercial use in this PDS)

We / our / us

means Youi Pty Ltd.

You / your / yours

means the policyholder/s and household member/s or any person acting for the policyholder or for a household member.

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