

## Product Disclosure Statement

Effective 2<sup>nd</sup> July 2025





## About us

This product is issued by:

Youi Pty Ltd

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Youi is a registered general insurance company licensed to provide general advice only about our products that does not take into account your personal objectives, financial situation and needs which you should consider with this PDS before making a decision to acquire this product.

## User guide

This Product Disclosure Statement (PDS) has been designed so that you can easily navigate the document:

- Contents list (page 3) Click on a heading or page number to go to a policy item.
- Product guide (page 4)
   Click on an item to go to a specific cover.
- Side tabs (top left, from page 6) Click on an icon to return to the Contents list, Product guide, or beginning of the section.

The preparation date of this document is 18<sup>th</sup> February 2025.

The effective date of this document is  $2^{nd}$  July 2025.

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#### Code of Conduct

Youi is a signatory to the Motor Vehicle Insurance and Repair Industry Code of Conduct.

In line with our requirements under this code, the How We Settle Your Claim section outlines how we choose your repairer.

## **Product guide**

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This guide provides a list of the standard and optional product features applicable to **Comprehensive**, **Third Party Fire & Theft** and **Third Party Property Only cover**. The guide does not replace or vary **our** Product Disclosure Statement (PDS), so please read the entire PDS for details of features and benefits.

	)
Covered	
Optional cover	
Not covered	
🖉 Not required	
	)

	Comprehensive	Third Party Fire & Theft	Third Party Property Only
Accidental Damage	<b>~</b>	$\bigotimes$	8
Intentional Damage	<b>~</b>	⊗	⊗
Storm, Hail or Flood	✓	⊗	⊗
Fire	<ul> <li>✓</li> </ul>	<ul> <li>✓</li> </ul>	⊗
Theft	✓	✓	⊗
Earthquake	✓	⊗	⊗
Legal Liability	$\checkmark$	<	✓
Towing Costs	$\checkmark$	$\checkmark$	$\bigotimes$
Personal Transport	<b>~</b>	<	$\bigotimes$
Emergency Accommodation, Transport and Repairs	<	<b>~</b>	⊗
Hire Car Following a Not at Fault Accident	<	⊗	⊗
Locks and Keys	<b>~</b>	<ul> <li>✓</li> </ul>	⊗
Personalised Registration Plates	<ul> <li>✓</li> </ul>	<ul> <li>✓</li> </ul>	⊗
Riding Gear	<ul> <li>✓</li> </ul>	<ul> <li>✓</li> </ul>	⊗
Temporary Replacement Cover	<ul> <li>✓</li> </ul>	<ul> <li>✓</li> </ul>	<ul> <li>✓</li> </ul>
Uninsured Third Party	$\oslash$	<b>~</b>	<
Counselling Services	$\checkmark$	<	<b>~</b>
Funeral Expenses	<b>~</b>	8	$\bigotimes$

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## Product guide (cont.)



Covered	
O Optional cover	
🗴 Not covered	
🖉 Not required	

	Comprehensive	Third Party Fire & Theft	Third Party Property Only
Youi Roadside Assist	<b>~</b>	$\bigotimes$	$\bigotimes$
Hire Car	0	0	$\bigotimes$
Motorcycle Trailer	0	0	$\bigotimes$
Personal Items and Riding Gear Upgrade	0	0	⊗



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# Important information



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## **Product Disclosure Statement**

This Product Disclosure Statement (PDS) is designed to help **you** make an informed decision about **our** insurance products and explains the features, benefits, conditions, and exclusions to help **you** to compare it to similar 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**. However, some sections of this PDS do not form part of **your** insurance contract. Where this is the case, it will be clearly indicated in the relevant section.

Any terms in this PDS that are in bold have a defined meaning. Refer to the What Do These Words Mean? section to obtain the full meaning of these terms.

Please read all the information in this PDS and **your policy schedule** carefully and contact **us** if **you** have any questions. If any special conditions apply to **your** cover, they will be listed on **your policy schedule**.

**You** can ask **us** for a confirmation of a transaction relating to **your policy** or any claim by calling **us** on 13 YOUI (9684); for example, **you** can ask **us** to confirm the payment of an **excess**.

For additional details, including information about how **we** are paid, please read **our** Financial Services Guide (FSG) available on **our** website at <u>www.youi.com.au</u>.

## **Updates to this PDS**

Information in this PDS is subject to change from time to time if it is not materially adverse information. Updated information may be found on **our** website at <u>www.youi.com.au</u>. If **you** request it, an electronic copy of the updated information will be made available to **you** without charge.

## Our promise of cover

If you pay your premium by the due date/s and fulfil the conditions of your contract, we will provide you with cover for insured events, plus the extra covers and any optional covers which have been added to your policy, that occur in the contract period as shown on your most recent policy schedule, in accordance with the terms and conditions of this PDS.



## **Cooling off period**

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- the **policy** start date (if **you** change the start date, the cooling off period applies from the original start date); or
- the renewal date.

## **Cancelling your policy**

**You** may cancel **your policy** at any time during the cooling off period and **we** will refund **your** payment in full and waive the cancellation fee. This does not apply if a claim has been made under **your policy**.

**You** may cancel **your policy** at any time after the cooling off period and **we** will refund the unused pro-rata portion of **your** premium.

To cover **our** administrative costs, a cancellation fee of \$30.00 inclusive of GST will be deducted from any premium refund **we** give **you** if **you** cancel **your policy** after the cooling off period but before the end of the **contract period**.

The cancellation fee will not apply if:

- at the time of cancellation, you replace the cancelled policy with another motorcycle policy with us;
- the **policy** was cancelled by **us**; or
- we are no longer able to continue to provide cover due to a change in your circumstances; for example, emigration out of Australia.

To cancel **your policy**, **you** can call **us** on 13 YOUI (9684) or submit a cancellation request by logging into **your policy** using the Login button on **our** website; **we** may call **you** to confirm **your** request.

If **we** cancel **your policy** due to **you** not fulfilling **your** responsibilities or as permitted by law, **we** will give **you** 3 business days written notice of the cancellation. If **we** cancel **your policy**, **we** will refund to **you** the unused pro-rata portion of **your** premium.

If **you** are paying **your** premium by instalments and any payment remains unpaid for a period of 1 calendar month or more, **we** can cancel **your policy** without giving **you** prior notice of cancellation.



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## **Privacy Policy**

**We** are committed to protecting **your** personal details. For further information, refer to **our** Privacy Policy which is available on **our** website at <u>www.youi.com.au/privacy-policy</u>.

## Complaints

We welcome any feedback **you** may have about **our** products or services. We always try to get things right but when **we** don't, **we** will do what **we** can to fix it.

If **you** have a complaint, **we** will attempt to resolve it with **you** at the time. If **we** are unable to, or **you** are not satisfied with the outcome, **we** will refer it to **our** Customer Support Team to work with **you** to resolve the matter. If it remains unresolved, **you** can also request a review by **our** Internal Dispute Resolution Service. **Our** team can be contacted on:

Email:	<u>complaints@youi.com</u>
Phone:	13 YOUI (9684)
International:	+61 7 3719 4800

If **you** are not satisfied or if **we** cannot resolve **your** complaint within 30 calendar days of the date on which the complaint is made, **you** can contact the Australian Financial Complaints Authority (AFCA). AFCA 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. Their contact details are:

Online:	www.afca.org.au
Email:	<u>info@afca.org.au</u>
Phone:	1800 931 678
Mail:	Australian Financial Complaints Authority
	GPO Box 3, Melbourne
	VIC 3001





## Premium

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Start of section 7 When **you** buy a **policy** from **us** or renew **your policy** with **us**, **you** will be told the premium payable. The total amount **you** need to pay and the due date for **your** annual or periodic premium instalment/s will be shown on **your policy schedule**.

We decide how much to charge **you** based on commercial considerations and other factors that **we** consider important; including:

- the make, model and age of the **motorcycle** and what it is **used** for;
- the address and security of where you normally park the motorcycle;
- the age, driving and **riding** experience, and claims history of any proposed **rider**;
- the level of cover **you** choose;
- any optional covers added to your policy;
- your basic excess;
- your choice of payment frequency;
- your payment history with us;
- your previous insurance and claims history;
- the cost of claims and reinsurance we have paid and expect to pay; and
- **your** previous premium (when renewing **your policy**). This can be used to moderate premium movements.

The information **we** use to assess these factors can come from the questions **we** ask **you**, **our** internal data and relevant externally sourced data such as industry pricing guides.

The premium is also affected by **our** administration costs, taxes and government charges.

Any changes to **your policy** can result in premium changes, which will be noted in the amended **policy schedule we** send to **you**.



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## **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.

## Fees and government charges

In addition to the premium there are compulsory government taxes and charges which apply to **our** insurance products, which include GST and insurance (stamp) duty. In some cases, **we** may also charge a state emergency services levy.

These charges, levies and any other fees will be included in **your** quotation and on **your policy** documents.

## **Discounts and special offers**

We may introduce offers and discounts from time to time. The applicable terms and conditions, and eligibility criteria, will be available on **our** website at <u>www.youi.com.au</u>. Where an offer or discount is applied to a **policy** which is subsequently renewed, the offers and/or discounts will no longer apply if they have been amended or discontinued.

## When answering our questions

Under Australian insurance law, **you** have a duty to take reasonable care not to make a misrepresentation when answering **our** questions. This means that when getting a quote, or buying or amending a policy, **you** need to answer **our** questions accurately and completely.

This duty applies in the same way to someone answering **our** questions on **your** behalf, as well as anyone else who answers **our** questions and is to be covered by this **policy**.

If **our** questions are not answered accurately and completely, **we** may reduce or not pay a claim, cancel **your policy** or treat it as if it never existed.

If **we** send **you** a renewal invitation, **you** also need to check if all the information on it is accurate and complete.



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## Authorised persons on your policy

If **you** have an authorised person noted on **your policy**, they have the same authority as **you** to purchase, amend, cancel, and claim on **your policy**. When answering any of **our** questions, the authorised person is deemed to have the appropriate authority and knowledge to do so.

You can add or remove an authorised person at any time by telling us and providing their details, which will allow us to confirm their identity when they contact us on your behalf.

## Your responsibilities

Your responsibilities are important requirements that you must fulfil.

#### 1. Check your policy schedule

Read and check **your policy schedule** carefully to ensure the information on it is accurate and up to date. If any information is inaccurate or incomplete, please make all necessary changes immediately by calling 13 YOUI (9684). Any updates may result in a change in premium.

#### 2. Notify us of changes

During **your contract period you** must notify **us** as soon as practically possible if:

- you or anyone covered under this **policy** have been charged with or convicted of any criminal act relating to fraud, theft, dishonesty, arson, wilful damage or malicious damage;
- **you** have had another insurer cancel or refuse to renew any other insurance policy;
- you or any listed rider has your (or their) licence cancelled, suspended, disqualified or restricted;
- your interest in the insured property changes, such as if you sell your motorcycle;
- there is any other insurance covering the risk or some of the risks covered by this **policy**;
- you need to change the insured value for your motorcycle;
- you need to change the regular rider or any listed riders for your motorcycle;

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#### Notify us of changes (cont.)

During **your contract period you** must notify **us** as soon as practically possible if: **(cont.)** 

- you change the location of overnight or daytime parking for your motorcycle;
- you change the usage of your motorcycle; or
- there are changes to the physical appearance of your motorcycle; such as if the motorcycle sustains damage and you need to claim, or you add or change any accessories or modifications.

When **you** notify **us** about any of the above matters, **we** will assess the change to the risk in accordance with **our** underwriting rules and processes and there may be a change in the **excesses**, premium and/or special conditions applied to **your policy**. In some cases it will mean **we** can no longer insure **you** and **we** will cancel **your policy** and refund the unused portion of the premium.

If **you** do not contact **us** when **you** need to, **you** may not be covered under **your policy** and it may lead **us** to reduce or refuse to pay a claim and/or cancel **your policy**.

#### 3. Make your premium payment/s

You must ensure that your first and any subsequent instalment premium payments are made by the due dates. You are responsible for paying any outstanding premium if we settle your claim. If any payment remains unpaid for a period of 1 calendar month or more, we can cancel your policy without giving you prior notice.

#### 4. Provide proof of ownership

In the event of a claim, if requested, **you** must provide adequate proof of value and ownership of any **insured property** for which **you** claim; for example, registration documents, finance agreements, tax invoices and receipts, and bank statements.

#### 5. Maintain a valid email address and phone number

We will only send **your policy** documents and information to **you** by email. You must provide **us** with and maintain a valid email address and phone number that **you** have regular access to and that **we** can reach **you** on. You must notify **us** of any change to **your** email address or phone number during the course of the **contract period**.

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#### Maintain a valid email address and phone number (cont.)

If **you** do not maintain or notify **us** of a change to **your** email address or phone number, **we** cannot continue to insure **you** and this means **we** may need to cancel **your policy.** 

## 6. Keep the motorcycle and trailer in a good and safe condition

Keep the **motorcycle** and **motorcycle trailer** in a well maintained and safe operating condition, and **roadworthy** if it is a **registered motorcycle** or **motorcycle trailer**. This includes servicing the **motorcycle** and **motorcycle trailer** as required by the manufacturer, replacing worn out tyres or brakes, and fixing any defective lights.

The **motorcycle** or **motorcycle trailer** may no longer be **roadworthy** or in a safe operating condition immediately after an **incident**. It is important that **you** do not **ride** the **motorcycle** or tow the **motorcycle trailer** after an **incident** if it is no longer **roadworthy** or safe to do so.

If **you** do not meet this responsibility, **we** can reduce or refuse **your** claim or cancel **your policy** as permitted by law.

#### 7. Take reasonable precautions

You must take all reasonable precautions to prevent or reduce loss or damage relating to any **insured property**, even after an **incident** covered by **your policy**; for example, moving the **motorcycle** to a safe location in the event of a **flood** or **storm** where it is safe to do so, and not leaving **riding gear** unattended and unsecured.

If **you** do not take reasonable precautions, **we** can reduce or refuse **your** claim, or cancel **your policy** as permitted by law.

#### 8. Notify us of incidents

You must notify us of any incidents covered by your policy involving the insured property as soon as it is practically possible. Any further loss or damage to the insured property that arises because of your delay in reporting the incident will not be covered.



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#### Notify us of incidents (cont.)

When **you** notify **us** of an **incident** covered by **your policy**, the following information will assist **us** with processing **your** claim:

- the location, date and time of the incident;
- a description of the circumstances surrounding the incident; and
- the full name, address and phone number of any **third party**, their driver's licence number, and the registration number of their vehicle that was involved in the **incident**.

#### 9. Treat our people with respect

You, any authorised persons and anyone covered on your policy must not use threatening or inappropriate conduct during your interactions with us and our representatives. If this requirement is not met, we can cancel any policy you have with us and, where relevant, we can remove you as an authorised person from any other Youi policy.

## **Renewing your policy**

Before **your policy** expires, **we** will review **your policy**, premium, payment/s and claim/s. **We** will send **you** a notice to remind **you** of the date and time **your policy** expires and advise **you** of the terms on which **we** will renew **your policy** or advise **you** that **we** will not renew **your policy**.

When we renew your policy, we may choose not to offer optional covers.

If you have agreed value cover, we will review your insured value as part of your renewal notice and the updated amount will be noted on your policy schedule.

You must check all the information recorded in the renewal notice and tell us immediately if any of it is inaccurate or incomplete. This includes any changes that have occurred during the term of **your policy**; for example, changes to the **insured property**, the address where the **insured property** is kept, and the people covered by **your policy**.

Any changes to the information in the renewal notice 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 reduce or not pay a claim, cancel **your policy** or treat it as if it never existed.

To make changes to any of **your** details, please call **us** on 13 YOUI (9684) before the renewal date shown on **your** renewal notice.

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If we send you a renewal notice, please read it carefully. We will normally automatically renew your policy on the terms specified in that notice, which may not include optional covers that appeared in your expiring policy. We will normally continue to debit the applicable premium from the payment account you gave us, unless you call us on 13 YOUI (9684) and ask us not to renew your policy. Alternatively, you can ask us to opt you out of automatic renewal of your policy. If you send us a written request to cancel this automatic renewal, we will call you to ensure your interests and privacy are protected and to verify your request.

## **Financial Claims Scheme**

If **we** were unable to meet **our** obligations under **your policy**, a person entitled to claim under insurance cover under **your policy** may be entitled to payment under the Financial Claims Scheme, access to which is subject to eligibility criteria.

Information about the Financial Claims Scheme can be obtained from <u>www.fcs.gov.au</u>.

## **Code of Practice**

We are a signatory to the General Insurance Code of Practice (the Code). The Code sets standards for insurers that cover buying insurance, making a claim, customers experiencing financial hardship, complaints, and customers experiencing vulnerability. We encourage **you** to tell **us** if **you** are experiencing vulnerability, so that **we** can best assist **you**.

The Code Governance Committee is an independent body which monitors and enforces the Code and has powers to impose sanctions on Code subscribers for non-compliance.

Should **you** require more information or a copy of the Code, go to <u>www.insurancecouncil.com.au/cop</u> or contact **us**.

As part of the Code and **our** commitment to **you**, if **you** are not completely happy with this product or **our** service, please tell **us** about it (refer to the Complaints section).

The Code does not form part of **your** contract of insurance.



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## What do these words mean?

When the following words appear in bold in this PDS or are capitalised in **your policy schedule**, they have the meaning given below.

Accessories means extra items added to the **motorcycle** before it was delivered new to its first owner, as well as items added to the **motorcycle** by anyone at any time after it was delivered new to its first owner. For more information, refer to the Accessories and Modifications section.

Accident / accidental / accidentally means an unforeseen, unintended, and unexpected event which occurs suddenly and at a specific place and time.

Agreed value means the amount we agree to insure the motorcycle for at the time of loss, which is shown on your policy schedule. The agreed value includes any accessories and modifications fitted to the motorcycle.

**Breakdown / breaks down** means a mechanical or electrical fault which has caused the vehicle to become **immobilised** and/or unsafe to **ride** or tow. Breakdown also includes a flat tyre, flat or faulty battery, a vehicle which has run out of fuel, or keys that are lost or locked inside a lockable compartment.

**Business use** means a motorcycle that is **used** as an essential part of any work or business, or that is **used** to generate income or reward.

**Call out/s** means where a service provider is dispatched to provide assistance at the **breakdown** location.

**Comprehensive cover** means the **motorcycle** on the **policy schedule** is covered for the events listed under Insured Events. It includes additional cover listed under Extra Cover where that extra cover is specified as applying to Comprehensive cover.

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

**Earthquake** means an earthquake, volcanic eruption, hydrothermal activity, or tsunami.

**Excess/es** means the first amount **you** must pay in relation to each and every claim made under **your policy**.



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- 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; or
- a dam.

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

**Immobile / immobilised** means not capable of moving using the **motorcycle's** own power.

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

**Insured event/s** means an event that is described in the Insured Events section in this PDS.

**Insured property** means the **motorcycle** and any other property that is insured by this **policy**.

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

Leave / leaves / leaving the scene of an accident without lawful excuse means not remaining at an **accident** scene where required by law to remain until the duties at that location are complete or there is a valid reason for leaving. These duties may vary according to state or territory laws; for example:

- obtaining details of all parties involved;
- checking if any person is injured;
- checking if damage has occurred to private or public property; and
- contacting the police.

Relevant regional requirements should be checked at either a state or territory government department or motor registry, or through the police.

Listed rider/s means any rider listed on your policy schedule and who is legally allowed to ride the motorcycle. The regular rider is also a listed rider.



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Market value means the reasonable and expected cost of replacing the motorcycle or motorcycle trailer with a motorcycle or motorcycle trailer of the same or a similar make, model, mileage, and condition immediately before an incident covered by your policy. Market value includes an allowance for accessories and modifications, up to the amount noted on your policy schedule for Accessories and Modifications. Market value does not include any warranty costs, future stamp duty, transfer fees, or allowance for dealer profit.

**Modifications** means all changes from the manufacturer's specifications, made to the **motorcycle** at any time after it left the factory where it was built. For more information, refer to the Accessories and Modifications section.

Motorcycle/s means the motorised vehicle, including all accessories and modifications, shown on your policy schedule.

**Motorcycle trailer** means the trailer which is towed by the **motorcycle** in accordance with relevant transport laws.

Pillion means any passenger on the motorcycle or in the sidecar.

**Personal item/s** means any items normally worn or carried by a **rider**; for example, a mobile phone, a portable computer, photographic and video equipment, audio equipment, sunglasses, and sports equipment. Personal items do not include jewellery, watches, cash, other negotiables or any items which can be exchanged for cash (such as vouchers, money orders or tickets), smartcards or phone cards.

Policy means this PDS and your most recent policy schedule.

**Policy schedule** means the document **we** give **you** that confirms **we** have issued **you** insurance cover and includes details of that cover.

**Private use** means a motorcycle that is **used** solely for social, domestic and pleasure purposes, including **riding** to or from **your** or a **listed rider's** regular place of work or study.

**Reckless manner** means any intentional and dangerous act by the **rider** of a motorcycle; for example, excessive speeding, failing to stop at a red light or stop sign, or texting while **riding**.

**Registered** means that a motorcycle or motorcycle trailer is registered or licensed in an Australian state or territory for **use** on a public road.

**Regular rider** means the person who **rides** the **motorcycle** most of the time or more than anyone else.

**Ride / riding / ridden** means the **use** or operation of the **motorcycle**, including the **use** or operation of any part of the **motorcycle**.



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**Rider/s** means the person **using** or operating the **motorcycle**, or the person legally responsible for its **use** or operation.

**Riding gear** means any riding apparel or protective clothing purposely made for motorcycle riding; including helmets, gloves, riding jackets, pants, boots, and any other motorcycle-specific gear such as body armour and knee guards.

**Roadworthy** means that a motorcycle or motorcycle trailer complies with the roadworthy requirements for the Australian state or territory where it is being **used**.

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

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

**Terrorism** means any act, preparation in respect of an act, or threat by a person acting alone or with others, in connection with political, ideological, religious, ethnic, or similar aims, and which:

- involves violence;
- damages property;
- aims to create public fear, or a risk to safety or health;
- aims to resist or influence government; or
- is designed to interfere with or disrupt an electronic system.

Third party means any person involved in an **accident** with the **motorcycle**, excluding the **rider** or **pillion** of the **motorcycle**.

Third Party Property Only cover means the motorcycle on the policy schedule is covered for damage caused to other vehicles and property, as defined under Extra Cover: Legal Liability. It excludes damage caused to the **motorcycle** insured by this **policy**, other than what is described under Extra Cover: Uninsured Third Party. It includes additional cover listed under Extra Cover where that extra cover is specified as applying to Third Party Property Only cover.

**Third Party Fire & Theft cover** means **Third Party Property Only cover** plus cover for the **insured events** of Fire and Theft. It includes additional cover listed under Extra Cover where that extra cover is specified as applying to Third Party Fire & Theft cover.



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**Total loss** means when the **motorcycle** is either stolen and not recovered, or it is damaged to the extent that it is not economical or safe to repair; for example, where the combined repair costs and salvage value are likely to be more than the **insured value** or any other value **we** are required to use by law, or where the **motorcycle** is a statutory write off as required by law.

**Unregistered** means a motorcycle or motorcycle trailer is not **registered** nor licensed in an Australian state or territory for **use** on a public road.

Use / used / using means private use or business use, as defined above.

We / our / us means Youi Pty Ltd.

You / your / yours means the persons shown as policyholder/s on the **policy schedule**.

## Accessories and modifications

If **you** have an **agreed value policy**, **you** should select an **insured value** to reflect the replacement cost of the **motorcycle** plus all **accessories** and **modifications** (other than what is covered under Extra Cover: Personalised Plates) to the **motorcycle**.

If **you** have a **market value policy** and the **motorcycle** has **accessories** or **modifications** (other than what is covered under Extra Cover: Personalised Plates), **you** need to select an amount for these to be covered. This amount will then be specified on **your policy schedule**.

For more information about **accessories** and **modifications**, refer to the How We Settle Your Claim section.



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## About your cover



### Insured events

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#### 1. Accidental Damage

This only applies if you have Comprehensive cover with us.

#### What is covered?

Accidental damage to the motorcycle.

#### 2. Intentional Damage

This only applies if you have Comprehensive cover with us.

#### What is covered?

Damage to the **motorcycle** caused intentionally.



#### What is not covered?

Damage caused by, resulting or arising from an intentional act by:

- you or a listed rider;
- any person who has been given permission by you or a listed rider to ride the motorcycle; or
- any person acting with your or a listed rider's consent.

#### 3. Storm, Hail or Flood

This only applies if you have Comprehensive cover with us.

#### What is covered?

Damage to the **motorcycle** caused by a **storm**, hail or **flood**.

#### 4. Fire

This only applies if **you** have **Comprehensive** or **Third Party Fire & Theft cover** with **us**.

#### What is covered?

Damage to the **motorcycle** caused by fire.



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#### 5. Theft

This only applies if **you** have **Comprehensive** or **Third Party Fire & Theft cover** with **us**.



Theft, or damage to the **motorcycle** caused by attempted theft of the **motorcycle**.

#### What is not covered?

Theft or attempted theft:

- if the ignition keys were left in the **motorcycle**;
- if the ignition keys were left near the **motorcycle** whilst it was unattended (including when left in a lock box or similar device);
- if the motorcycle was given to any person to sell;
- if the motorcycle was shown or advertised for sale and reasonable precautions were not taken to prevent its theft or damage.
   Reasonable precautions include taking a front and back copy of the rider's motorcycle licence; or
- by deception. When selling the **motorcycle**, confirmation must be received from the seller's bank that payment for the sale has been made before releasing the **motorcycle** to any prospective buyer.

#### 6. Earthquake

This only applies if you have Comprehensive cover with us.

#### What is covered?

Damage to the motorcycle caused by earthquake.

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The extra covers listed below are automatically included in **your policy** where it is stated that they apply. Where applicable, the most **we** will pay for each claim is noted.

#### 1. Legal Liability

Extra cover

This applies if **you** have **Comprehensive**, **Third Party Fire & Theft** or **Third Party Property Only cover** with **us**.

#### What is covered?

The rider's legal liability arising from an accident in the contract period caused by the motorcycle or substitute motorcycle that results in third party property damage, where the rider of the motorcycle or substitute motorcycle is you, a listed rider, or anyone you have given permission to ride the motorcycle or substitute motorcycle. This includes when the motorcycle or substitute motorcycle is being used to tow a motorcycle trailer.

The most **we** will pay for each claim is \$20,000,000 (including all legal and defence costs and GST).

#### What is not covered?

Damage to the **motorcycle** or **substitute motorcycle**, or any motorcycle trailer being towed by the **motorcycle** or **substitute motorcycle**. If **you** have **Comprehensive cover**, refer to Insured Events: Accidental Damage for the **cover** provided for **accidental** damage to the **motorcycle**. If **you** want cover for the **motorcycle trailer**, refer to Optional Cover: Motorcycle Trailer.

Any claim for legal liability for loss or damage to property that belongs to or is under the legal control of **you** or any employees working for **you**; 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.

Legal liability:

- for death or personal injury to any person;
- arising from any motorcycle that is being ridden, or any motorcycle trailer that is being towed, which is not roadworthy; or
- arising from any **unregistered motorcycle** that is being **ridden**, or any **motorcycle trailer** that is being towed, which is not in a safe operating condition.

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#### 2. Towing Costs

This only applies if **you** have **Comprehensive** or **Third Party Fire & Theft cover** with **us**.

#### What is covered?

The cost of towing the **motorcycle** to and from, and storage of the **motorcycle** at, the nearest suitable place for safekeeping after an **insured event**; for example, a nearby repairer or salvage yard.

#### 3. Personal Transport

This only applies if **you** have **Comprehensive** or **Third Party Fire & Theft cover** with **us**.

#### What is covered?

Where **we** settle **your** claim after an **insured event** where the **motorcycle** could no longer be safely **ridden**, **we** will reimburse **you** for the cost of personal transport:

- from the scene of the incident;
- to and from the **motorcycle**'s repairer; or
- to and from a hire car provider.

You should arrange and pay for the personal transport and provide us with receipts.

The most **we** will pay for each claim is \$100.

#### 4. Emergency Accommodation, Transport and Repairs

This only applies if **you** have **Comprehensive** or **Third Party Fire & Theft cover** with **us** for **your registered motorcycle**.

#### What is covered?

The cost of emergency accommodation and transport, and emergency repairs to **your registered motorcycle**, after an **insured event** which occurred more than 100 kilometres from **your** home and where **you** could no longer safely **ride your registered motorcycle**.

You should arrange the emergency accommodation, transport and repairs and if a claim is accepted under this section, **we** will reimburse **you** for costs incurred.

The most **we** will pay for each claim is \$1,000.



#### What is not covered?

Insured events involving your unregistered motorcycle.



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#### Hire Car Following a Not at Fault Accident

This only applies if **you** have **Comprehensive cover** with **us** for **your registered motorcycle**.



Where an **accident** with another vehicle causes loss or damage to **your registered motorcycle** and the other driver is at fault, the cost of a compact hire car (rather than a motorcycle).

A hire car will only be provided where **we** arrange it for **you** through one of **our** providers; if they do not have a hire car available, **we** will let **you** know. **You** can then arrange and pay for **your** own hire car, subject to **us** agreeing beforehand on the costs **we** will reimburse **you** for.

We will require you to provide us with the full name of the driver of the other vehicle, and two of either their phone number, address, driver's licence number, or the registration number of their vehicle that was involved in the **incident**.

The hire car benefit will cease from the time the first of the following occurs:

- 1 business day after we pay your claim for a total loss; or
- when the **motorcycle** is returned to **you** following repair.

The driver must have a valid licence of the correct type and class to drive the hired car.

You will be required to sign a separate rental contract with, and provide a deposit to, the rental car company for the period you are **using** the hire car.

#### What is not covered?

A motorcycle that is used as a rental or hire vehicle.

A **motorcycle** that is **used** to carry paying passengers or for paid delivery services such as Uber, Uber Eats, and other ridesharing or delivery businesses.

Loss or damage to the hire car.

Liability which results from **using** the hire car.

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#### Hire Car Following a Not at Fault Accident (cont.)

#### $\mathbf{X}$ What is not covered? (cont.)

The running costs of the hire car; for example:

- fuel:
- toll charges;
- fines or tickets:
- extra items added to the hire car above the standard features of the hire car;
- · additional days beyond the authorised hire period; or
- hire car costs with any company other than what we have approved.

Accidents involving your unregistered motorcycle.

#### Locks and Keys 6.

This only applies if you have Comprehensive or Third Party Fire & Theft cover with us.

#### What is covered?

If the motorcycle keys are stolen, we will cover the cost of replacing or recoding the motorcycle locks and keys.

The most **we** will pay for each claim is \$1,000 after **excess**.

#### 7. **Personalised Registration Plates**

This only applies if you have Comprehensive or Third Party Fire & Theft cover with us.



What is covered?

We will replace personalised registration plate(s) on the **motorcycle** where loss or damage to the plate(s) occurs as a result of an insured event.



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## This only applies if **you** have **Comprehensive** or **Third Party Fire & Theft cover** with **us**.

If Optional Cover: Personal Items and Riding Gear Upgrade is added to **your policy**, it replaces this extra cover.

#### What is covered?

**Riding Gear** 

Riding gear which belongs to the rider or pillion if they are:

- damaged as a result of an insured event (other than theft) which also causes damage to the motorcycle; or
- stolen while stored in a secured storage compartment on the **motorcycle** or **motorcycle trailer**.

If **we** settle **your** claim by replacing the **riding gear**, any replacement will be as close as possible to the specification, style and brand of the insured item/s.

The most we will pay for each claim is \$1,000 after excess.

#### What is not covered?

Damage to **riding gear** while the **motorcycle** is not in **use** at the time of the **incident**.

Theft of **riding gear** unless there are visible signs of forced entry to the compartment where it was stored.

#### 9. Temporary Replacement Cover

This applies if **you** have **Comprehensive**, **Third Party Fire & Theft** or **Third Party Property Only cover** with **us**.

#### What is covered?

If **you** sell or give away the **motorcycle** and replace it with another one, the replacement **motorcycle** will be covered for up to 14 days from the date **you** sell or give away the **motorcycle**.

The replacement motorcycle will be covered for the same level of cover as the **motorcycle** that it replaced; for example, if **you** had **Comprehensive cover** on the **motorcycle you** sold or gave away, the replacement motorcycle will also be covered for **Comprehensive cover**.



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#### Temporary Replacement Cover (cont.)

What is covered? (cont.)

Where **you** have **agreed value** cover, the replacement motorcycle will be covered for its **market value**.

Where **you** have **Comprehensive** or **Third Party Fire & Theft cover**, the most **we** will pay for a claim on the replacement motorcycle is its **market value** up to a maximum of \$75,000.

At the time **you** sell or give away the **motorcycle**, cover for the **motorcycle** that was sold or given away ceases immediately.

**You** must tell **us** about the replacement motorcycle within 14 days from the date **you** sell or give away the **motorcycle**.

To continue cover for the replacement motorcycle after 14 days from the date **you** sold or gave away the **motorcycle**, **you** will need to take out a new policy for the replacement motorcycle.

#### 10. Uninsured Third Party

This only applies if **you** have **Third Party Fire & Theft** or **Third Party Property Only cover** with **us**.

If **you** have **Comprehensive cover**, this is more specifically covered under Insured Events: Accidental Damage where the **motorcycle** will be covered for the **market value** or **agreed value** as shown on **your policy schedule**.

#### What is covered?

Accidental damage to the **motorcycle** if there was an uninsured **third party** driver of a motorised vehicle involved if:

- the third party was completely at fault for the incident; and
- you provide the full name and phone number of the **third party**, and one of the following: their address, their driver's licence number or the registration number of their vehicle that was involved in the **incident**.

If **you** are unable to obtain the **third party** details due to the circumstances of the **incident**, please contact **us**.

The most **we** will pay for each claim is the lesser of the **market value** of the **motorcycle** or \$5,000 after **excess**.

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#### 11. Counselling Services

This applies if **you** have **Comprehensive**, **Third Party Fire & Theft** or **Third Party Property Only cover** with **us**.

#### What is covered?

Out-of-pocket costs for counselling sessions with an accredited counsellor resulting from an **incident** where a claim has been accepted for loss or damage to the **insured property** or in relation to legal liability. This **cover** only applies to **you**, **listed riders** and **household members**. **You** should arrange the counselling sessions and if a claim is accepted under this section, **we** will reimburse **you** for costs incurred.

The most **we** will pay for each claim is \$1,500 per person.

#### What is not covered?

Additional costs incurred by attending counselling sessions; for example, transport and parking costs.

#### 12. Funeral Expenses

This only applies if you have Comprehensive cover with us.

#### What is covered?

Expenses incidental to a funeral, burial or cremation if the **rider** of the **motorcycle** sustains a fatal injury as a result of an **accident** while **riding** the **motorcycle** with **your** permission, where a claim has been accepted for loss or damage to the **motorcycle**.

The most **we** will pay in any one **contract period** is \$5,000 to the deceased **rider**'s estate.



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#### 13. Youi Roadside Assist

This only applies if you have Comprehensive cover with us.

For emergency assistance call 13 11 17.

Youi Roadside Assist is a dedicated emergency roadside assistance service if the **motorcycle breaks down** or is **immobilised**. It is provided by a leading emergency assistance provider. No fee is applied to the first two **call outs** in the **contract period** under this benefit. For each and every **call out** thereafter, **you** are required to pay a Youi Roadside Assist **call out** fee as shown on the Youi Roadside Assist Terms and Conditions.

There are some things that are not covered. Please read the Youi Roadside Assist Terms and Conditions for the full terms, including the limitations, exclusions and waiting periods that apply to Youi Roadside Assist.

The Youi Roadside Assist Terms and Conditions are subject to change from time to time. **You** will be provided with 30 days' prior notice for any materially adverse changes.

The Youi Roadside Assist Terms and Conditions are available on **our** website at <u>www.youi.com.au/roadside</u>. If **you** request it, an electronic copy of the updated information will be made available to **you** without charge.

You can use Youi Roadside Assist without making a claim on your policy.



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Optional covers may not always be available to **you**. If **you** ask and **we** agree to add any of the options below, the details will be noted on **your policy schedule** and **you** will be charged an additional premium.

At renewal, **your policy schedule** will confirm if **we** can continue to include the requested optional covers.

#### 1. Hire Car

This option can only be added if **you** have **Comprehensive** or **Third Party Fire & Theft cover** with **us** for **your registered motorcycle**.

Note that **Comprehensive cover** includes Extra Cover: Hire Car Following a Not at Fault Accident.

#### What is covered?

**Optional cover** 

If **you** have this optional cover, the cost of a compact hire car (rather than a motorcycle) after an **insured event** involving **your registered motorcycle**.

A hire car will only be provided where **we** arrange it for **you** through one of **our** providers; if they do not have a hire car available, **we** will let **you** know. **You** can then arrange and pay for **your** own hire car, subject to **us** agreeing beforehand on the costs **we** will reimburse **you** for.

The hire car benefit will cease from the time the first of the following occurs:

- after a total hire period of 21 days;
- 1 business day after we pay your claim for a total loss; or
- when the **motorcycle** is returned to **you** following repair.

The driver must have a valid licence of the correct type and class to drive the hired car.

You will be required to sign a separate rental contract with, and provide a deposit to, the rental car company for the period you are **using** the hire car.



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Start of section Hire Car (cont.)

#### What is not covered?

A motorcycle that is used as a rental or hire vehicle.

A **motorcycle** that is **used** to carry paying passengers or for paid delivery services such as Uber, Uber Eats, and other ridesharing or delivery businesses.

Loss or damage to the hire car.

Liability which results from **using** the hire car.

The running costs of the hire car; for example:

- fuel;
- toll charges;
- fines or tickets;
- extra items added to the hire car above the standard features of the hire car;
- additional days beyond the authorised hire period; or
- hire car costs with any company other than what we have approved.

Insured events involving your unregistered motorcycle.

#### 2. Motorcycle Trailer

This option can be added if **you** have **Comprehensive** or **Third Party Fire & Theft cover** with **us**.

#### What is covered?

If **you** have this optional cover, **your motorcycle trailer** will be covered for the **insured events** listed below when:

- it is being towed by the **motorcycle** insured under this **policy**;
- it is parked at the overnight address noted on the **policy schedule**; or
- you, a listed rider or anyone acting with your permission are using it at another location and it is unattended for less than 24 hours.

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#### Motorcycle Trailer (cont.)

What is covered? (cont.)

If **you** have **Comprehensive cover**, the **insured events** of Accidental Damage; Intentional Damage; Storm, Hail or Flood; Fire; Theft; and Earthquake are extended to apply to the **motorcycle trailer** as if it was the **motorcycle**.

If **you** have **Third Party Fire & Theft cover**, the **insured events** of Fire and Theft are extended to apply to the **motorcycle trailer** as if it was the **motorcycle**.

If the **motorcycle trailer** is legally required to be **registered**, it must be **registered** in **your** name or the name of the **registered** owner of the **motorcycle**.

The most **we** will pay for each claim is the lesser of the **motorcycle trailer's market value** or \$5,000.

#### What is not covered?

An **unregistered motorcycle trailer** when it is legally required to be **registered**.

A trailer which cannot be legally towed by any motorcycle.

#### 3. Personal Items and Riding Gear Upgrade

This option can only be added if **you** have **Comprehensive** or **Third Party Fire & Theft cover** with **us**.

If this optional cover is added to **your policy**, it replaces Extra Cover: Riding Gear.



#### What is covered?

If **you** have this optional cover, the **personal items** and **riding gear** which belong to the **rider** or **pillion** if they are:

- damaged as a result of an **insured event** other than theft, which also causes damage to the **motorcycle**; or
- stolen while stored in a secured storage compartment on the **motorcycle** or **motorcycle trailer**.

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#### Personal Items and Riding Gear Upgrade (cont.)

What is covered? (cont.)

If **we** settle **your** claim by replacing the **riding gear**, any replacement will be as close as possible to the specification, style and brand of the insured item/s.

The most **we** will pay for each **riding gear** item is \$2,000.

The most **we** will pay for each **personal item** is \$1,000.

The most **we** will pay for each claim, after **excess**, is the amount noted on **your policy schedule** up to a maximum of \$5,000.

#### What is not covered?

Damage to **personal items** or **riding gear** while the **motorcycle** is not in **use** at the time of the **incident**.

Theft of **personal items** or **riding gear** unless there are visible signs of forced entry to the compartment where they were stored.

Jewellery and watches.


## **General exclusions**

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These general exclusions apply to all sections of your policy.

#### We will not pay for:

- 1. repair of any damage that occurred outside of the **contract period**;
- 2. repair of the **motorcycle** to a better standard, specification, condition or quality than existed prior to the **incident** covered by **your policy**;
- 3. repair of any item that has poor or faulty design specification, materials, planning or workmanship, or a defect, unless that item is guaranteed under **our** Quality Guarantee;
- 4. loss of value or depreciation of the **motorcycle**;
- 5. loss of use or any other financial loss arising from or consequential to an **incident** covered by **your policy**; for example:
  - loss of income; or
  - unrecoverable costs associated with holiday or event bookings you can no longer attend;
- 6. professional, expert, legal, consulting, or valuation costs, unless **you** obtained **our** prior written consent to incur these costs;
- 7. mechanical, electrical or electronic (including computer software) breakdown or failure;
- 8. costs which occur because of delays in delivery or availability of parts that are outside of **our** control;
- 9. costs to replace the parts of a whole set that were not damaged or stolen in an **incident**;
- 10. damage to tyres caused by wear and tear, braking, punctures, cuts, bursts or deflation for any reason; or
- 11. damage to road or other surfaces caused by the normal **use** of the **motorcycle**.

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

12. to any illegal property or item; for example, counterfeit or reproduced goods.



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

13. if the **rider** of the **motorcycle leaves the scene of an accident without lawful excuse**, unless the **motorcycle** was stolen and reported to the police as soon as **you** became aware of the **incident** and **you** provide **us** with a police incident number.

# We will not pay for loss, damage or legal liability caused by, resulting or arising from:

- 14. **flood**, **storm**, hail or bushfire, during the first 72 hours (or other period noted on **your policy schedule**) of **your policy** first being purchased unless:
  - you had another policy that expired immediately before the start of your policy with us and there was no break or change in the level or type of cover; or
  - you bought the motorcycle on the same day your policy with us started.

Where **you** have increased **your** cover or reduced **your excess** within 72 hours (or other period noted on **your policy schedule**) of a **flood**, **storm**, hail or bushfire occurring, cover will be limited to the amount that was effective prior to the change;

- 15. the motorcycle being ridden by a person who did not have your permission to ride, unless it was stolen and reported to the police as soon as you became aware of the incident and you provide us with a police incident number;
- 16. the **motorcycle** being **ridden** with **your** knowledge or consent by any person who:
  - has a suspended or cancelled motorcycle licence;
  - does not have a valid motorcycle licence of the correct type and class to ride the motorcycle; or
  - does not observe the terms of their motorcycle licence;
- 17. you or a person with your consent riding the motorcycle and you or they:
  - are under the influence of alcohol and/or a drug and/or any other intoxicating substance;
  - have a blood alcohol level higher than the legal limit;
  - refuse to supply a blood, breath or saliva sample when required to do so by law; or
  - fail a drug test administered by the police service or government agency;



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We will not pay for loss, damage or legal liability caused by, resulting or arising from: (cont.)

- the motorcycle being towed illegally or being used to tow a motorcycle trailer or any other vehicle illegally;
- the motorcycle being used for transporting dangerous, hazardous or poisonous materials;
- 20. the **motorcycle** being **used** on any permanent or temporary racetrack or raceway, or for motocross, racing, trials, speed tests, pacing, contests, rallies, endurance tests, or skills tests;
- 21. the **motorcycle** being **used** in a **reckless manner**, unless the **motorcycle** was stolen and reported to the police as soon as **you** became aware of the **incident** and **you** provide **us** with a police incident number;
- 22. the **motorcycle** or **motorcycle trailer** not being **roadworthy** and was being **used** on a public road at the time of the **incident** despite laws requiring it to be in a **roadworthy** condition for **use** on public roads;
- 23. the **motorcycle** or **motorcycle trailer** being **used** while it is overloaded, unsafe or not meeting relevant transport laws regarding registration and the correct use of a motorcycle;
- 24. the **motorcycle** being **used** in a manner or under conditions inappropriate for the type of **motorcycle** or outside the manufacturer's specifications or recommendations;
- 25. the **use** or application of motorcycle parts or **accessories** which are not recommended or specified by the manufacturer;
- 26. the failure to properly replace and/or secure fuel, oil and other caps or lids fitted to the **motorcycle**;
- 27. the use of incorrect lubricants, fuels, oils, or other fluids which are not recommended or specified by the manufacturer;
- 28. liquids escaping from the **motorcycle**, unless it was involved in an **accident** immediately before the escape;
- 29. any **incident** that occurred outside of the **contract period**;
- 30. **you**, a **listed rider**, or any other person **riding** the **motorcycle** with **your** permission, admitting liability or agreeing or contracting to any liability that would not have existed otherwise at law;



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# We will not pay for loss, damage or legal liability caused by, resulting or arising from: (cont.)

- 31. intentional or deliberate acts or omissions by **you** or any person acting on **your** behalf;
- 32. any illegal activity, or while the **insured property** is being **used** for any illegal activity, by **you** or someone acting with **your** knowledge or permission;
- 33. fines, penalties or aggravated or exemplary damages;
- 34. legal repossession or confiscation or lawful destruction of any insured item or property;
- 35. any incident that occurred outside Australia;
- 36. wear and tear, rust, corrosion, deterioration, structural fatigue, or structural failure;
- 37. mould, rot, damp, or the effects of the climate or weather, unless as a direct result of an **incident** for which **we** have accepted a claim;
- 38. a process or system of cleaning, restoring, modifying, or repairing any **insured property**
- 39. poor or faulty design specification, materials, planning or workmanship, or a defect, unless you were not and could not reasonably have been aware of the problem prior to the incident; for example, if the defect was identified in any report that you received about the condition of your insured property or was reported to you in connection with previous work carried out on your motorcycle;
- 40. asbestos;
- 41. the presence or possible presence of chemical or biological pollutants or materials;
- 42. any radioactivity, nuclear fuel, nuclear waste or other nuclear material, nuclear weapon, or any nuclear detonation or explosion;
- 43. military power, rebellion, revolution, **terrorism**, war or war-like activities, whether war is declared or not; or
- 44. looting, rioting or civil commotion.



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# Claiming



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# What if you need to claim?

Immediately following an **incident**, always make sure that **you** and others at the scene are safe. Call 000 if necessary; for example, if someone has been injured and requires medical attention.

To make a claim, call us on 13 YOUI (9684) or go to www.youi.com.au/claiming.

When **you** claim, it can only relate to one **incident** and **you** cannot include multiple **incidents** in one claim. If there is more than one **incident**, a separate claim will need to be submitted and the relevant **excess/es** will apply to each and every claim.

To understand **your** claim better, **we** may need to appoint an investigator to speak with **you**. If this occurs, **we** will contact **you** and supply **you**, in writing, the name and contact details of **our** investigator. **We** will explain the investigation process to **you** and always provide avenues for **you** to bring up any concerns **you** have with the investigation.

We will take into account section 54 of the Insurance Contracts Act 1984 (Cth) when we assess any claim made under this **policy**. In summary, section 54 of the Insurance Contracts Act 1984 (Cth) prevents **us** from refusing a claim because of something the policyholder or some other person has done, or not done, after the **policy** was entered into, unless that thing caused or contributed to the loss. But **we** can reduce the claim by an amount that fairly represents its prejudice as a result of the thing that was done or not done.

# Authorised persons on your claim

If **you** have an authorised person noted on **your** claim, they have the same authority as **you** to manage the claim, provide information about the claim, and resolve the claim. **We** may still ask **you** to confirm important information about the claim.

You can add or remove an authorised person at any time by telling us and providing their details, which will allow us to confirm their identity when they contact us on your behalf.



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# Responsibilities when you make a claim

These responsibilities must be fulfilled when a claim is made; if they are not, **we** can reduce or refuse **your** claim.

- Allow us to view any damaged goods or property that you are claiming for. Do not repair, sell or dispose of any property prior to advising us of the damage and allowing us the opportunity to assess the damage. This includes providing us the opportunity to assess unsatisfactory repairs that need to be rectified, unless emergency repairs are required to prevent further loss or damage to the insured property.
- 2. Make a report to the police as soon as becoming aware of the **incident** covered by **your policy** or after being requested by **us**, and obtain an incident number from them if:
  - any **insured property** was lost or subject to theft, attempted theft, or malicious or intentional damage; or
  - the law requires **you** to do so.
- 3. Do not **leave the scene of an accident without lawful excuse**. This includes any **accident** which caused personal injury or where public or private property was damaged.
- 4. Do not admit liability or fault, nor offer to pay for any damages caused by any **incident** covered by **your policy**.
- 5. Send **us** copies of any demand or claim **you** receive, as soon as practically possible, arising out of any **incident** covered by **your policy**.
- 6. Advise **us** if **you** are aware that any person is charged by the police in relation to the **incident** that **you** are claiming for.
- 7. Notify **us** if **you** have any other policy of insurance, warranty or guarantee which provides cover or indemnity for a claim **you** have made under **your policy**.
- 8. 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.



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You, any authorised person, a **listed rider**, and any person who was **riding** the **motorcycle** with **your** or a **listed rider's** permission at the time of the **incident** that **you** are claiming for, must give **us** full co-operation and comply with all **our** requests in relation to **your** claim; for example:

- allowing us to complete repairs or replacements to the insured property as soon as practically possible. Additional costs that arise because you or anyone acting on your behalf delays us in completing repairs or replacements, such as not allowing us access to the insured property, will not be covered unless those delays were outside of your or their control;
- supplying all information to the best of your knowledge, completely and honestly about:
  - the **incident** giving rise to the claim; and
  - you and anyone else covered under this **policy**;
- providing assistance needed to recover **our** costs from other parties;
- promptly providing any information, written statements, evidence and help **we** may need in defending, prosecuting and investigating the claim. Such information includes:
  - phone and banking records;
  - a copy of the rider's driving and riding 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.
- 10. 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.
- 11. Complete all repairs or replacements to the **insured property** as soon as practically possible if **we** settle **your** claim by paying **you**. Additional costs that arise because of delays in completing repairs or replacements will not be covered unless those delays were outside of **your** control or that of anyone acting on **your** behalf.

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## How we settle your claim

The most **we** will pay is either the **agreed value** or the **market value** noted on **your policy schedule**, plus any applicable amounts under the Extra Cover section, and any additional amounts under any optional covers which have been added to **your policy**.

The settlement options below only apply where **you** hold cover for the relevant **insured property** under **your policy**.

## 1. If the motorcycle or motorcycle trailer is repairable

If the **motorcycle** or **motorcycle trailer** is not a **total loss**, **we** will choose a suitable repairer and arrange to repair or replace the damaged parts of **your motorcycle** or **motorcycle trailer**.

The circumstances in which **we** may be unable to repair the **motorcycle** or **motorcycle trailer** include:

- if parts needed for the repair are not readily available;
- if the pre-**incident** condition of the **motorcycle** or **motorcycle trailer** prevents **us** from repairing it; for example, a previous write off; or
- if there is not a suitable repairer available; for example, due to location, capability or if the repair will take a significant amount of time.

If **we** cannot repair the **motorcycle** or **motorcycle trailer**, **we** will pay **you** the reasonable cost **you** would incur to repair the damage up to the limits noted in **your policy**. **We** will undertake a search of the market to determine what this cost would be in **your** area.

We can use a combination of the above settlement methods if we are able to partially repair the **motorcycle** or **motorcycle trailer**.

## 2. If the motorcycle or motorcycle trailer is a total loss

If the **motorcycle** is a **total loss**, **we** will pay **you** the **market value** or **agreed value** of the **motorcycle**, depending on the cover shown on **your policy schedule**.

If the **motorcycle trailer** is a **total loss**, **we** will pay **you** the lesser of the **market value** of the **motorcycle trailer** or \$5,000.

The **market value** is determined by **our** qualified assessors **using** industry pricing guides; taking into account the make, model, age and condition of the **insured property**, and the mileage of the **motorcycle**.

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## If the motorcycle or motorcycle trailer is a total loss (cont.)

If the **motorcycle** qualifies for New Motorcycle Replacement, **your** claim will be settled under that cover.

Once **we** pay a claim for a **total loss** of the **motorcycle**, **your policy** comes to an end and all cover stops. This is because **we** will have fulfilled **our** contract to **you** by making this payment.

#### 3. If you are claiming for accessories and modifications

#### For agreed value policies

The **agreed value** of the **motorcycle** includes the value of any **accessories** and **modifications**.

#### For market value policies

The **market value** of the **motorcycle** includes an allowance for **accessories** and **modifications** up to the amount noted on **your policy schedule** for Accessories and Modifications.

If the **motorcycle** is a **total loss**, **we** take into account available market examples of motorcycles that have the same or similar **accessories** and **modifications** when determining the **market value** of the **motorcycle**.

If the **motorcycle** is not a **total loss**, the most **we** will pay to repair or replace the **accessories** and **modifications** is the amount noted on **your policy schedule** for Accessories and Modifications.

#### How we settle your claim for accessories and modifications

If the **motorcycle** is a **total loss**, **we** will settle a claim for the **accessories** and **modifications** by paying **you** the **agreed value** or **market value** of the **motorcycle**.

If the **motorcycle** is not a **total loss**, if **we** can, **we** will settle a claim for the **accessories** and **modifications** by:

- repairing the **accessories** and **modifications** if it is both possible and economical for **us** to repair because the cost of repair is less than the cost of replacement; or
- replacing the **accessories** and **modifications** if it is either not possible or not economical for **us** to repair because the cost of repair is more than the cost of replacement.



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## If you are claiming for accessories and modifications (cont.)

#### How we settle your claim for accessories and modifications (cont.)

If we cannot repair or replace the accessories and modifications, we will pay you an amount equal to the reasonable cost that you would incur to repair or replace the accessories and modifications up to the amount specified on your policy. We will undertake a search of the market to determine what this cost would be in your area.

The circumstances in which **we** may be unable to repair or replace the **accessories** and **modifications** include:

- if parts needed for the repair are not readily available;
- if the **accessories** and **modifications** being replaced are not readily available;
- if the pre-**incident** condition of the **accessories** and **modifications** prevents **us** from repairing them;
- if the repair will take a significant amount of time; for example, due to availability of service providers;
- if you have a market value policy and the cost of repair or replacement of the accessories and modifications exceeds the amount noted on your policy schedule for Accessories and Modifications; or
- if the motorcycle is a total loss.

#### For New Motorcycle Replacement

If we replace the motorcycle under New Motorcycle Replacement cover, (where applicable) we will replace the accessories and modifications if we can. If we cannot replace the accessories and modifications, (where applicable) we will pay you an amount equal to the reasonable cost that you would incur to replace the accessories and modifications up to the amount specified on your policy.

## 4. Contribution to repairs

There may be instances where **we** are unable to carry out repairs due to the condition of the **motorcycle** or **motorcycle trailer** prior to the **incident** that **you** are claiming for; such as due to neglect, wear and tear, weathering, rust, mould, mildew, or damage from a previous **accident**.

In these instances, **we** will ask **you** to contribute by paying the reasonable cost of repairing the pre-**incident** condition so that the repairs covered by **your policy** can be carried out.

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## Contribution to repairs (cont.)

If you choose not to repair the pre-incident condition, we will be unable to carry out the repairs. Therefore, we will pay you an amount equal to the reasonable cost you would incur to repair the damage to the motorcycle or motorcycle trailer caused by the incident, up to the limits noted in your policy, had the pre-incident damage or condition been repaired.

#### 5. How we do repairs

If your claim is accepted and the damaged **motorcycle** or **motorcycle trailer** can be repaired by **us**, **we** will arrange for these repairs to be undertaken by a suitable repairer.

#### Parts used in repair

Where **we** authorise repairs, a combination of original manufacturer, used or other fit for purpose replacement parts can be used.

If a part is unavailable in Australia, **we** will pay the cost of surface freight (not air freight) from the nearest source of supply. **We** will not pay for any additional hire car costs beyond the cover provided by **your policy**.

#### Motorcycle identification

Where the **motorcycle**'s identification (such as its compliance, build or VIN plate) has been damaged, **we** will try to source a replacement from its manufacturer.

If **we** cannot source it, **we** will attempt to obtain a letter from the manufacturer to confirm the **motorcycle**'s identity and that its original identification has been damaged.

We will still repair the **motorcycle** without replacing any damaged identification unless an alternative form of identification is required by law.

#### 6. New motorcycle replacement

If the **motorcycle** is a **total loss** and:

- you or a listed rider purchased the motorcycle new or as a demonstrator motorcycle from a licensed motorcycle dealer;
- the **incident** occurred within 24 months of the **motorcycle** being first documented as owned or **registered**; and
- a new motorcycle of a make, model and specification as close as possible to the insured one is available within 6 months of us deciding your motorcycle is a total loss;

we will pay to replace the motorcycle with a new motorcycle.

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## New motorcycle replacement (cont.)

If **you** choose not to accept the replacement motorcycle or an agreement cannot be reached between **us** and **you** on a suitable replacement motorcycle, **we** will settle **your** claim under the If the Motorcycle or Motorcycle Trailer is a Total Loss section.

## 7. Salvage

The property **you** claim for becomes **our** legal property when **we** settle **your** claim:

- for the full **insured value**, including (where applicable) the unexpired portion of the registration fees and Compulsory Third Party insurance premiums of the **motorcycle** and **motorcycle trailer**; or
- by replacing or paying for parts, including undamaged parts that form part of any pair or set, the parts being replaced become **our** property.

## 8. Our right of recovery

After **we** pay a claim under this **policy**, **we** can decide to commence or defend legal action in **your** name to recover money from the person or entity that caused loss, damage or liability. **You** must give **us** all the help **we** need to do this; for example, answering any relevant questions **we** ask. If **we** recover money that belongs to **you** and was not part of the claim **we** paid, **we** will give this to **you**.

## 9. Rights of a financier

For any payment **we** make to settle **your** claim, **we** may first pay in full any sum owed to a financier of the **insured property** from the settlement amount. If **we** do this, any remaining balance will be paid to **you**.



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# **Quality Guarantee**

Where **we** arrange, authorise and pay a service provider for repairs, for as long as **you** or a **listed rider** own the **insured property**, **we** will guarantee the quality of the repairs. The guarantee includes the rectification of any defects caused by poor workmanship, or faulty materials, related to these repairs.

The guarantee does not apply to:

- general wear and tear or deterioration;
- any part of the claim where we pay you to repair, rebuild or replace; or
- any repairs you have arranged and/or paid for.

# Excess

For each and every claim **you** make under **your policy you** are required to pay an **excess**. **Your excess** will be the combined total of the basic **excess** amount and any other applicable **excess**.

When a claim is made for the same **incident** on more than one Youi policy, only one **excess** will need to be paid if the policyholder is the same legal entity or person, or is their spouse or defacto partner. The **incident** must arise out of a single event which occurs at the same address and time. The single **excess** payable is the highest **excess** amount noted on the relevant policies.

Where the **incident** is completely the fault of a **third party** and **you** can provide their full name and two of either their phone number, address, driver's licence number, or the registration number of their vehicle that was involved in the **incident**, **we** will waive payment of any **excesses**.

## 1. 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** when **you** purchase or amend **your policy**. The basic **excess** will be shown on **your policy schedule**.

## 2. Reduced basic excess for windshield 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 windshield. The excess that will apply to windshield claims will be shown on your policy schedule.



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#### 3. Additional excess

We may require an additional excess to be paid in certain circumstances under your policy. The exact situations where this would apply, and the amount of the additional excess, will be shown on your policy schedule.

In the event of a claim being made under circumstances as detailed on **your policy**, this **excess** would apply in addition to any other **excesses** that would normally apply to the claim.

#### 4. Unlisted rider excess

If we accept your claim for an incident covered by your policy where the motorcycle was ridden with your or a listed rider's permission by any other person not shown on your policy schedule as a listed rider, an additional unlisted rider 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. This **excess** will not apply when the **motorcycle** is being **ridden** by a service provider with the appropriate liability cover.

For some **motorcycles**, **we** may restrict cover to the **listed riders** only. In such circumstances, the Unlisted Rider Excess will not apply if the **rider** at the time of the **incident** is not shown on the **policy schedule** as a **listed rider**, as there would instead be no cover at all for such a **rider**. If cover is restricted in this way, it will be clearly shown in the Special Conditions section of **your policy schedule**.

# Actions of others

Where an exclusion applies because a policyholder or **listed rider** caused the claimed **incident**, **we** will review the claim and if **we** are reasonably satisfied that another policyholder or person with a financial interest in the **insured property**:

- was a victim of domestic violence, coercion, mental illness, or substance abuse, in respect of the claimed **incident**; and
- did not contribute to, assist, facilitate, or cause the claimed incident;

we will settle the claim for that particular person, but only to the extent of their financial interest in the **insured property** or legal liability and if the claimed **incident** otherwise meets the terms of this **policy**.



# **Fraudulent claims**

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Motorcycle Insurance



