



Car  
Insurance

# Product Disclosure Statement

Effective 3<sup>rd</sup> July 2024

Plain  
Language  
Certified  
Gold



## User guide

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

- **Contents list (right)**  
Click on a heading or page number to go to a policy item.
- **Product guide (next page)**  
Click on an item to go to a specific cover.
- **Tabs (bottom)**  
Click on a tab to go to the start of a section of this PDS.

## Contents

<b>Important information</b>	Product Disclosure Statement	5
	Updates to this PDS	5
	Our promise of cover	5
	Cooling off period	6
	Cancelling your policy	6
	Privacy Policy	6
	Complaints	6
	Premium	7
	Goods and Services Tax	7
	Fees and government charges	7
	Discounts and special offers	7
	When answering our questions	7
	Authorised persons on your policy	8
	Your responsibilities	8
	Renewing your policy	10
Financial Claims Scheme	10	
Code of Practice	10	
What do these words mean?	11	
Accessories and modifications	13	
<hr/>		
<b>About your cover</b>	Insured events	15
	Extra cover	16
	Optional cover	22
	General exclusions	24
<hr/>		
<b>Claiming</b>	What if you need to claim?	27
	Authorised persons on your claim	27
	Responsibilities when you make a claim	27
	How we settle your claim	29
	Quality Guarantee	33
	Code of Conduct	33
	Excess	33
	Actions of others	34
Fraudulent claims	34	

# Product guide

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

	Comprehensive	Third Party Fire & Theft	Third Party Property Only
Accidental Damage	✔	✘	✘
Intentional Damage	✔	✘	✘
Storm, Hail or Flood	✔	✘	✘
Fire	✔	✔	✘
Theft	✔	✔	✘
Earthquake	✔	✘	✘
Legal Liability	✔	✔	✔
Towing Costs	✔	✔	✘
Personal Transport	✔	✔	✘
Emergency Accommodation, Transport and Repairs	✔	✔	✘
Hire Car Following a Theft	✔	✔	✘
Hire Car Following a Not at Fault Accident	✔	✘	✘
Hire Car for Other Insured Events	✔	✔	✘
Locks and Keys	✔	✔	✘

	Comprehensive	Third Party Fire & Theft	Third Party Property Only
<b>Additions to the Car:</b> <ul style="list-style-type: none"> <li>• Baby Seat Replacement</li> <li>• Personalised Registration Plates</li> <li>• Towbar</li> <li>• Window Tinting</li> </ul>	✔	✔	✘
Contents Inside the Car	✔	✔	✘
Unbraked Trailer	✔	✔	✘
Temporary Replacement Cover	✔	✔	✔
Counselling Services	✔	✔	✔
Funeral Expenses	✔	✘	✘
Youi Roadside Assist	✔	✘	✘
Business Items	✔	✔	✘
Campervan/Motorhome Contents	✔	✔	✘
Choice of Repairer	✔	✔	✘

# Important information

This product is issued by:

**Youi Pty Ltd**

PO Box 849, Buddina  
QLD 4575

**Phone:** 13 YOUI (9684)

**International:** +61 7 3719 4800

**Fax:** +61 7 5443 8106

[info@youi.com.au](mailto:info@youi.com.au)

[www.youi.com.au](http://www.youi.com.au)

ABN 79 123 074 733

AFSL 316511

The preparation date of the PDS is 1<sup>st</sup> March 2024.

The effective date of the PDS is 3<sup>rd</sup> July 2024.

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.

## 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 [www.youi.com.au](http://www.youi.com.au).

## 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 [www.youi.com.au](http://www.youi.com.au). 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

The cooling off period is the first 20 calendar days from:

- 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 \$22.00 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 car 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.

## 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 [www.youi.com.au/privacy-policy](http://www.youi.com.au/privacy-policy).

## 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:** [complaints@youi.com](mailto:complaints@youi.com)  
**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](http://www.afca.org.au)  
**Email:** [info@afca.org.au](mailto:info@afca.org.au)  
**Phone:** 1800 931 678  
**Mail:** Australian Financial Complaints Authority  
GPO Box 3, Melbourne  
VIC 3001

## Premium

When **you** buy a **policy** from **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 **car** and what it is **used** for;
- the address and security of where **you** normally park the **car**;
- the age, **driving** experience and claims history of any proposed **driver**;
- 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; and
- the costs of claims and reinsurance **we** have paid and expect to pay.

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**.

## 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 [www.youi.com.au](http://www.youi.com.au). 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.

## Authorised persons on your policy

If **you** have an authorised person on **your policy**, the authorised person will be able to manage **your policy** and holds the same authority to purchase, amend, cancel, and claim, as **you** do as the policyholder.

To add an authorised person, **you** need to advise **us** and **we** need to agree.

Once this is agreed by **us**, **we** will ask **you** to nominate a contact person for any communications **we** have in relation to the **policy** (either **you** as the policyholder or **your** authorised person). Communications will only be sent to the appointed contact person. **You** must keep the contact details of the nominated contact person up to date.

When answering any of **our** questions, the authorised person is deemed to have the appropriate authority and knowledge to do so.

This authority stays in place until the policyholder removes the authorised person from the **policy**.

## 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**, any **regular driver** or any **listed driver** has **your** (or their) licence cancelled, suspended, disqualified or restricted;

- **your** interest in the **insured property** changes, such as if **you** sell **your car**;
- 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 car**;
- **you** need to change the **regular driver** or any **listed drivers** for **your car**;
- **you** change the location of overnight or daytime parking for **your car**;
- **you** change the usage of **your car**; or
- there are changes to the physical appearance of **your car**; such as if the **car** 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.

## Your responsibilities (cont.)

### 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**. 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 car and unbraked trailer in a good and safe condition

Keep the **car** and **unbraked trailer** in a well maintained, safe and **roadworthy** condition. This includes servicing the **car** and **unbraked trailer** as required by the manufacturer, replacing worn out tyres or brakes, and fixing any defective lights.

The **car** or **unbraked trailer** may no longer be **roadworthy** immediately after an **incident**. It is important that **you** do not **drive** the **car**, or tow the **unbraked trailer**, after an **incident** if it is no longer **roadworthy**.

### 7. Take reasonable precautions

**You** must take all reasonable precautions to prevent or reduce loss or damage to any **insured property**, even after an **incident** covered by **your policy**; for example, locking and securing the **car**, not leaving valuables in clear view, and moving the **car** to a safe location in the event of a **flood** or **storm** where it is safe to do so.

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.

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**, payment/s and claim/s and will send **you** a renewal notice or an expiry notice

A renewal notice will confirm the terms on which **we** will renew **your policy**.

An expiry notice will advise **you** that **we** will not renew **your policy** and will advise **you** of the time and day **your** cover will expire.

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.

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 [www.fcs.gov.au](http://www.fcs.gov.au).

## 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 [www.insurancecouncil.com.au/cop](http://www.insurancecouncil.com.au/cop) 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.

## 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 **car** before it was delivered new to its first owner, as well as items added to the **car** 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 **car** for at the time of loss, which is shown on **your policy schedule**. The agreed value includes any **accessories** and **modifications** fitted or made to the **car**, unless they are disability or campervan/motorhome **modifications**.

**Baby seat/s** means a child restraint that complies with the Australian/New Zealand Standard for Child Restraint Systems for Use in Motor Vehicles, as amended from time to time

**Breakdown / breaks down** means a mechanical or electrical fault which has caused the vehicle to become **immobilised** and/or unsafe to **drive**. 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 the vehicle.

**Business item/s** means the equipment, instruments and tools **you** use in **your** business, trade or profession that belong to **you** or **you** are responsible for.

**Business use** means a car 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.

**Car** means the motorised vehicle (including campervan or motorhome) shown on **your policy schedule**, and any factory fitted **accessories**. This also includes after market **accessories** and/or **modifications** where an amount for **accessories** and/or **modifications** is noted on the **policy schedule**.

**Comprehensive cover** means the **car** 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**.

**Drive / driving / driven** means the **use** or operation of a **car**, including the **use** or operation of any part of a car.

**Driver/s** means the person **using** or operating a car, or the person legally responsible for the **use** or operation of a car.

**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**.

**Flood / flooding** means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- a lake (whether or not it has been altered or modified);
- a river (whether or not it has been altered or modified);
- a creek (whether or not it has been altered or modified);
- another watercourse (whether or not it has been altered or modified);
- a reservoir;
- a canal; or
- a dam.

**Gross Trailer Mass** is the mass transmitted to the ground by the axle or axles of the trailer when coupled to a drawing vehicle and carrying its maximum load approximately uniformly distributed over the load bearing area.

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

**Immobile / immobilised** means not capable of moving using the **car'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.

## What do these words mean? (cont.)

**Insured property** means the **car** 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 driver/s** means any **driver** listed on **your policy schedule** and who is legally allowed to **drive** the **car**. The **regular driver** is also a listed driver.

**Market value** means the reasonable and expected cost of replacing the **car** or **unbraked trailer** with a car or unbraked trailer of the same or a similar make, model, mileage, and condition, immediately before an **incident** covered by **your policy**. Market value includes any factory fitted **accessories**. Market value includes an allowance for after market **accessories** and **modifications**, up to the amount noted on **your policy schedule** for After Market 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 **car** at any time after it left the factory where it was built. For more information, refer to the Accessories and Modifications section.

**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 car that is **used** solely for social, domestic and pleasure purposes, including **driving** to or from **your** or a **listed driver's** regular place of work or study.

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

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

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

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

**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 **car**, excluding the **driver** or passengers of the **car**.

## What do these words mean? (cont.)

**Third Party Property Only cover** means the **car** 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 **car** insured on 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.

**Total loss** means when the **car** is either stolen and not recovered, or it is damaged to the extent 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 **car** is a statutory write off as required by law.

**Unbraked trailer** means a trailer up to and including 750kg **Gross Trailer Mass**.

**Unregistered** means a car or 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

All factory fitted **accessories** are included in the **agreed value** or **market value** of **your car**. If there are factory fitted **accessories** **we** need to know about, **you** will be asked about these during the quote process when **you** buy a **policy** from **us**.

### After market accessories and modifications

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

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

### Disability modifications and campervan/motorhome modifications

Disability **modifications** and campervan/motorhome **modifications** are covered separately. If **you** tell **us** that **you** have these **modifications**, **you** need to specify an amount for these to be covered. These amounts will then be specified on **your policy schedule**.

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

# About your cover

# Insured events

## 1. Accidental Damage

This only applies if **you** have **Comprehensive cover** with us.

### What is covered?

Accidental damage to the **car**.

## 2. Intentional Damage

This only applies if **you** have **Comprehensive cover** with us.

### What is covered?

Damage to the **car** caused intentionally.

### What is not covered?

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

- **you** or a **listed driver**;
- any person who has been given permission by **you** or a **listed driver** to **drive** the **car**; or
- any person acting with **your** or a **listed driver's** consent.

## 3. Storm, Hail or Flood

This only applies if **you** have **Comprehensive cover** with us.

### What is covered?

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

## 5. Theft

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

### What is covered?

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

### What is not covered?

Theft or attempted theft:

- if the ignition keys were left in the **car**;
- if the ignition keys were left near the **car** whilst it was unattended;
- if the **car** was given to any person to sell;
- if the **car** was shown or advertised for sale and reasonable precautions were not taken to prevent its theft or damage. Reasonable precautions include accompanying the purchaser during a test **drive**, and taking a front and back copy of the person's driver's licence; or
- by deception. When selling the **car**, confirmation must be received from the seller's bank that payment for the sale has been made before releasing the **car** to any prospective buyer.

## 6. Earthquake

This only applies if **you** have **Comprehensive cover** with us.

### What is covered?

Damage to the **car** caused by **earthquake**.

## Extra cover

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

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

#### What is covered?

The **driver's** legal liability arising from an **accident** in the **contract period** caused by the **car** or **substitute car** that results in **third party** property damage, where the **driver** of the **car** or **substitute car** is **you**, a **listed driver**, or anyone **you** have given permission to **drive** the **car** or **substitute car**.

This includes when the **car** or **substitute car** is being **used** to tow a trailer or caravan.

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 **car** or **substitute car**, or a trailer or caravan being towed by the **car** or a **substitute car**. If **you** have **Comprehensive cover**, refer to Insured Event: Accidental Damage for the cover provided for **accidental** damage to the **car**.

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; or
- arising from any car that is being **driven**, or any trailer or caravan that is being towed, which is not **roadworthy**.

### 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 **car** to and from, and storage of the **car** 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 **car** could no longer be safely **driven**, **we** will reimburse **you** for the cost of personal transport:

- from the scene of the **incident**;
- to and from the **car'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.

## Extra cover (cont.)

### 4. Emergency Accommodation, Transport and Repairs

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

#### What is covered?

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

**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.

### 5. Hire Car Following a Theft

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

#### What is covered?

Where a claim is accepted for theft or attempted theft of **your car**:

- the cost of a compact hire car; or
- if a compact car does not meet **your** requirements, the cost of a suitable hire car (subject to availability) that will meet **your** requirements; such as a larger car to carry a larger family, or a car that meets any special occupational needs.

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 14 days;
- 1 business day after **we** pay **your** claim for a **total loss**;
- when the **car** is returned to **you** following repair; or
- when the **car** is returned to **you** when it is recovered undamaged.

**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.

If **you** would like the certainty of access to a hire car after any other **incident** that **we** cover, refer to Optional Cover: Hire Car for Other Insured Events.

#### What is not covered?

A **car** that is **used** as a rental or hire vehicle.

A **car** 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.

## Extra cover (cont.)

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

This only applies if **you** have **Comprehensive cover** with **us**.

#### What is covered?

Where an **accident** with another vehicle causes loss or damage to the **car** and the other **driver** is at fault:

- the cost of a compact hire car; or
- if a compact car does not meet **your** requirements, the cost of a suitable hire car (subject to availability) that will meet **your** requirements after an **insured event**; such as a larger car to carry a larger family, or a car that meets any special occupational needs.

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 **car** is returned to **you** following repair.

**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.

If **you** would like the certainty of access to a hire car after any other **incident** that **we** cover, refer to Optional Cover: Hire Car for Other Insured Events.

#### What is not covered?

A **car** that is **used** as a rental or hire vehicle.

A **car** 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.

### 7. 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 **your car** will be covered for the **market value** or **agreed value** as shown on **your policy schedule**.

#### What is covered?

**Accidental** damage to the **car** 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 **car** or \$5,000 after **excess**.

## Extra cover (cont.)

### 8. Locks and Keys

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

#### What is covered?

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

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

### 9. Additions to the Car

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

#### What is covered?

**We** will replace the following items that are on or in the **car** where loss or damage to the items occurs as a result of an **insured event**:

- **baby seat/s**;
- personalised registration plates;
- towbar; and
- window tinting.

### 10. Contents Inside the Car

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

#### What is covered?

Loss or damage to contents inside the **car** as a result of an **insured event**.

The most **we** will pay for each item is \$150.

The most **we** will pay for each claim is \$750.

#### What is not covered?

**Business items**: these must be covered separately under the Optional Cover: Business Items.

**Baby seats**: these are automatically covered under Extra Cover: Additions to the Car.

Cash, other negotiables or any items which can be exchanged for cash (such as vouchers, money orders or tickets), smartcards or phone cards.

### 11. Unbraked Trailer

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

#### What is covered?

**Your unbraked trailer** is covered for its **market value** up to \$1,500 for the **insured events** listed below, when:

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

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 **unbraked trailer** as if it was the **car**.

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

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

#### What is not covered?

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

The contents of the trailer.

**Business items**: these must be covered separately under the Optional Cover: Business Items.

## Extra cover (cont.)

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

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

Where **you** have **agreed value** cover, the replacement car 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 car is its **market value** up to a maximum of \$100,000.

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

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

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

### 13. 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 drivers** 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.

### 14. 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 **driver** of the **car** sustains a fatal injury as a result of an **accident** while **driving** the **car** with **your** permission, where a claim has been accepted for loss or damage to the **car**.

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

## Extra cover (cont.)

### 15. Youi Roadside Assist

This only applies if **you** have **Comprehensive cover** with us.

For emergency assistance call 13 111 7.

Youi Roadside Assist is a dedicated emergency roadside assistance service if the **car breaks down** or is **immobilised**. It is provided by a leading emergency assistance provider.

There are some things that are not covered. Please read the Youi Roadside Assist Terms and Conditions for the full terms, including the limitations and exclusions, that apply to Youi Roadside Assist. They are available on **our** website at [www.youi.com.au/roadside](http://www.youi.com.au/roadside).

The following emergency assistance is provided, up to the limits per **call out** noted in the cover limits table contained within the Youi Roadside Assist Terms and Conditions:

- changing a flat tyre;
- towing **your car** to an accredited repairer;
- jump starting or charging a flat battery;
- emergency fuel delivery; and
- lost or locked keys, by spare key delivery or locksmith attendance.

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

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 **your policy schedule**.

## Optional cover

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 for Other Insured Events

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

Note that **Comprehensive cover** includes Extra Cover: Hire Car Following Theft; and Extra Cover: Hire Car Following a Not at Fault Accident. **Third Party Fire & Theft cover** includes Extra Cover: Hire Car Following Theft.

#### What is covered?

If **you** have this optional cover, after an **insured event**:

- the cost of a compact hire car after an **insured event**; or
- if a compact car does not meet **your** requirements, the cost of a suitable hire car (subject to availability) that will meet **your** requirements; such as a larger car to carry a larger family, or a car that meets any special occupational needs.

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

**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 **car** that is **used** as a rental or hire vehicle.

A **car** 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.

### 2. Business Items

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, damage to or loss of **business items** whilst they are stored in the **car** or **unbraked trailer**, and where there is also damage to the **car** or **unbraked trailer** as a result of an **insured event**.

The most **we** will pay for each item is the lesser of its replacement cost or \$400.

The most **we** will pay for each claim is \$2,000.

## Optional cover (cont.)

### Business Items (cont.)

#### What is not covered?

Theft or attempted theft of the **business items** from the **car** unless:

- they were in a locked boot or lockable compartment which was permanently secured to the **car**; and
- the **car** was locked and there are visible signs of forced entry.

Loss, damage or theft of the **business items** from the **unbraked trailer** unless they were stored in a lockable box permanently secured on the trailer.

### 3. Campervan/Motorhome Contents

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

#### What is covered?

If **you** have this optional cover, loss or damage as a result of an **insured event** to the contents inside a **car** that is a campervan or motorhome.

The most **we** will pay for each item is the lesser of its replacement cost or \$1,000.

The most **we** will pay for each claim is the amount noted on **your policy schedule** after **excess**.

#### What is not covered?

Theft or attempted theft if the contents were stolen from inside the campervan or motorhome which was not locked and there are no visible signs of forced entry.

**Business items:** these must be covered separately under the Optional Cover: Business Items.

Cash, other negotiables or any items which can be exchanged for cash (such as vouchers, money orders or tickets), smartcards or phone cards.

Mobile phones and jewellery.

### 4. Choice of Repairer

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

#### What is covered?

If **you** have this optional cover, **you** may choose a repairer outside of **our** network for any damage to **your car** (the list of repairers that are part of **our** network is available on **our** website at [www.youi.com.au](http://www.youi.com.au)).

If **your** claim is accepted and the damaged **car** can be repaired, **we** will arrange for a quote to be provided to **us** by **your** chosen repairer and **we** will assess the quote and repair method proposed by **your** chosen repairer. **We** will either authorise the repairs or pay **you** the reasonable cost of repairing **your car**, as detailed in the How We Settle Your Claim section.

#### What is not covered?

Repairers that are not appropriately licensed and authorised by law to conduct the required repairs (depending on state laws).

## General exclusions

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 **car** 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 **car**;
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 **car**.

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

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

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

13. if the **driver** of the **car** leaves the scene of an accident without lawful excuse, unless the **car** 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 **car** 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 **car** being **driven** by a person who did not have **your** permission to **drive**, unless the **car** 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 **car** being **driven** with **your** knowledge or consent by any person who:
  - has a suspended or cancelled driver's licence;
  - does not have a valid driver's licence of the correct type and class to **drive** the **car**; or
  - does not observe the terms of their driver's licence;
17. **you** or a person with **your** consent **driving** the **car** 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;
18. the **car** being towed illegally or being **used** to tow a trailer or any other vehicle illegally;
19. the **car** being **used** for transporting dangerous, hazardous or poisonous materials;

## General exclusions (cont.)

20. the **car** being **used** on a permanent or temporary racetrack or raceway, or in a four-wheel drive or adventure park, or for racing, trials, speed tests, pacing, contests, rallies, endurance tests, or skills tests;
21. the **car** being **used** in a **reckless manner**, unless the **car** 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 **car** or trailer being **used** while it is overloaded, unsafe, not **roadworthy**, or not meeting relevant transport laws regarding registration and the correct use of a motor vehicle;
23. the **car** being **used** in a manner or under conditions inappropriate for the type of **car** or outside the manufacturer's specifications or recommendations;
24. the use or application of car parts or **accessories** which are not recommended or specified by the manufacturer;
25. the failure to properly replace and/or secure fuel, oil and other caps or lids fitted to the **car**;
26. the use of incorrect lubricants, fuels, oils, or other fluids which are not recommended or specified by the manufacturer;
27. liquids escaping from the **car** unless the **car** was involved in an **accident** immediately before the escape;
28. any **incident** that occurred outside of the **contract period**;
29. **you**, a **listed driver**, or any other person **driving** the **car** with **your** permission, admitting liability or agreeing or contracting to any liability that would not have existed otherwise at law;
30. intentional or deliberate acts or omissions by **you** or any person acting on **your** behalf;
31. 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;
32. fines, penalties or aggravated or exemplary damages;
33. legal repossession or confiscation or lawful destruction of any insured item or property;
34. any **incident** that occurred outside Australia;
35. wear and tear, rust, corrosion, deterioration, structural fatigue, or structural failure; including roof and body seals;
36. 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;
37. a process or system of cleaning, restoring, modifying, or repairing any **insured property**;
38. 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 car**;
39. asbestos;
40. the presence or possible presence of chemical or biological pollutant or materials;
41. any radioactivity, nuclear fuel, nuclear waste or other nuclear material, nuclear weapon, or any nuclear detonation or explosion;
42. military power, rebellion, revolution, **terrorism**, war or war-like activities, whether war is declared or not; or
43. looting, rioting or civil commotion.

# Claiming

## 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](http://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** want to authorise someone to manage **your** claim, such as a family member, then **you** need to tell **us** and **we** need to agree.

The authorised person cannot have a conflict of interest; for example, the authorised person cannot be a repairer for **your** claim.

## 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.

1. 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 to **us** copies of any demand or claim **you** may 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.

## Responsibilities when you make a claim (cont.)

9. **You**, any authorised person, a **listed driver**, and any person who was **driving** the **car** or **substitute car** with **your** or a **listed driver'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 driver's driving history from the local transport bureau; and
    - a copy of your insurance claims history from your previous insurers;
  - attending an interview with **our** assessor or investigator;
  - assisting any agents appointed by **us**, such as solicitors; and
  - attending court to give evidence.
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.

# 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 car or unbraked trailer is repairable

If the **car** or **unbraked trailer** is not a **total loss**, we will settle **your** claim by repairing the **car** or **unbraked trailer** if we can.

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

- if parts needed for the repair are not readily available;
- if the pre-incident condition of the **car** or **unbraked trailer** prevents us from repairing it; for example, a previous write off;
- if the repair will take a significant amount of time; for example, due to availability of service providers; or
- if **you** have Optional Cover: Choice of Repairer and we cannot agree with **you** or **your** chosen repairer about the quote or the proposed repair method.

If we cannot repair the **car** or **unbraked trailer**, we will pay **you** an amount equal to the reasonable cost that **you** would incur to repair the **car** or **unbraked trailer**, 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, based on factors including comparison quotes from repairers.

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

## 2. If the car or unbraked trailer is a total loss

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

If the **unbraked trailer** is a **total loss**, we will pay **you** the lesser of the **market value** of the **unbraked trailer** or \$1,500.

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 **car**.

If the **car** qualifies for New Car Replacement, **your** claim will be settled under that cover. Once we pay a claim for a **total loss** of the **car**, **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 **car** includes the value of any **accessories** and **modifications** (other than disability or campervan/motorhome **modifications**).

### For market value policies

The **market value** of the **car** includes factory-fitted **accessories**. It also includes an allowance for after market **accessories** and **modifications** (excluding those for disability or campervan/motorhome purposes) up to the amount noted on **your policy schedule** for After Market Accessories and Modifications.

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

If the **car** is not a **total loss**, the most we will pay to repair or replace the after market **accessories** and **modifications** (other than disability or campervan/motorhome **modifications**) is the amount noted on **your policy schedule** for After Market Accessories and Modifications.

## How we settle your claim (cont.)

### For disability modifications and campervan/motorhome modifications

The 'up to' amounts noted on **your policy schedule** for Disability Modifications and/or Campervan/Motorhome Modifications are in addition to the **agreed value** or **market value** of **your car**.

The most **we** will pay for disability **modifications** and/or campervan/motorhome **modifications** are the amounts noted on **your policy schedule** for Disability Modifications and/or Campervan/Motorhome Modifications.

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

If the **car** 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 **car**, plus the amounts for disability **modifications** and/or campervan/motorhome **modifications** if applicable.

If the **car** 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.

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/s 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 after market **accessories** and **modifications** exceeds the amount noted on **your policy schedule** for After Market Accessories and Modifications;
- if **you** are claiming for disability **modifications** and/or campervan/motorhome **modifications** and the cost of repair or replacement exceeds the amount noted on **your policy schedule** for Disability Modifications and/or Campervan/Motorhome Modifications;
- if the **car** is a **total loss**; or
- if Optional Cover: Choice of Repairer has been added to **your policy** and **we** cannot agree with **you** or **your** chosen repairer about the quote or the proposed repair method.

### For New Car Replacement

If **we** replace the **car** under New Car 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/s specified on **your policy**.

## How we settle your claim (cont.)

### 4. Contribution to repairs

There may be instances where **we** are unable to carry out repairs due to the condition of the **car** or **unbraked 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.

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 **car** or **unbraked 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 **car** can be repaired, **we** will arrange for **your car** to be repaired at a member of **our** national repair network, unless **you** have Optional Cover: Choice of Repairer. **Our** network of repairers has the capability to provide quality, safe repairs to get **you** back on the road as soon as practically possible.

#### Parts used in repair

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

When it comes to any non-mechanical parts required for the repair of **your car**, please note:

- If the **car** is less than 3 years old or still within the manufacturer's standard new car warranty, **we** use genuine new parts where available. If genuine new parts are not available, **we** will use quality recycled parts.

- If the **car** is more than 3 years old and outside of original manufacturer warranty, **we** use parts consistent with the age and condition of the **car**, provided it:
  - preserves or improves the safety and structural integrity of the car;
  - does not adversely affect the way your car looks after it has been repaired; and
  - complies with the manufacturer's specifications and applicable Australian design rules.

When it comes to any mechanical parts required for the repair of the **car**, please note:

- If the **car** is less than 3 years old, **we** use new genuine mechanical parts where available.
- If the **car** is more than 3 years old, **we** use parts consistent with the age and condition of the **car**.

Recycled mechanical parts will not be authorised under any circumstances.

Regardless of the age of the **car**, **we** may use non-genuine parts for windscreens, sunroofs, window glass, radiators, and air conditioning components.

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**.

#### Car identification

Where the **car'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 **car's** identity and that its original identification has been damaged.

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

## How we settle your claim (cont.)

### 6. New Car Replacement

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

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

**we** will replace the **car** with a new car.

If **you** choose not to accept the replacement car or an agreement cannot be reached between **us** and **you** on a suitable replacement **car**, **we** will settle **your** claim under the If the Car or Unbraked 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 **car** and **unbraked 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**.

## Quality Guarantee

Where **we** arrange, authorise and pay a service provider for repairs, for as long as **you** or a **listed driver** 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.

## Code of Conduct

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

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

### 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.

## Excess (cont.)

### 4. Driver specific excess

If we accept your claim for an incident covered by your policy where the car was driven with your or a listed driver's permission, or by any other person who meets the criteria set out in the excesses section of your policy schedule, a driver specific excess becomes payable. For example, this could include unlisted drivers (i.e., drivers not noted as a regular driver or listed driver) or young drivers (whether or not they are noted as a regular driver or listed driver). The criteria for the driver specific excess and amount of this excess will be shown on your policy schedule.

Where they are applicable, the driver specific excess amounts will be added to any other excess amount that may apply to the claim. These excesses will not apply when the car is being driven by a service provider.

For some cars, we may restrict cover to the regular driver and listed drivers only. If cover is restricted in this way, there is no cover for any other driver, irrespective of excesses, and 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 driver 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

We do not pay fraudulent claims. If you or anyone acting on your behalf submit any fraudulent information or documentation relating to a claim, we will reject your claim and cancel your policy as permitted by law.

Youi Pty Ltd  
PO Box 849 Buddina  
Queensland 4575

Ph 13 YOUI (9684)  
Int +61 7 3719 4800  
Fax +61 7 5443 8106

info@youi.com.au  
www.youi.com.au

ABN 79 123 074 733  
AFS License No. 316511

you.insured 