

CAR INSURANCE

PRODUCT DISCLOSURE STATEMENT



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INTRODUCTION

Welcome to GIO Car Insurance

Why is this document important?

This Product Disclosure Statement (PDS) is an important legal document that contains details of your GIO Car Insurance if you purchase this product from us. Before you decide to buy this product from us, please read this PDS carefully. If you purchase this product, your policy comprises of this PDS and your certificate of insurance which shows the details particular to you.

The information in this PDS was current at the date of preparation. We may update some of the information in the PDS that is not materially adverse from time to time without needing to notify you.

You can view any updated information on gio.com.au or obtain a copy by contacting us on **13 10 10**. We will give you a free paper copy of any updates if you request them.

In some circumstances the terms and conditions of this PDS may be amended by a Supplementary PDS (SPDS).

Car Insurance Additional Information Guide

Throughout this PDS you will be referred to a guide called: Car Insurance Additional Information Guide. This guide will provide you with further information about claim payments, premiums, excesses, rewards and discounts. This guide is available at gio.com.au. You can also obtain a copy of this guide on request, at no charge, if you contact us.

Communicating with you electronically

We may agree to send your policy documents and policy related communications electronically. This will be by email and/or other types of electronic communication methods. Policy documents and policy communications will be provided to you in this way unless we tell you it is no longer suitable. If we agree to communicate with you electronically, you will need to provide us with your current email address and your Australian mobile phone number.

Each electronic communication will be deemed to be received by you at the time it leaves our information system.

Our commitment to you

When you are a GIO policyholder and you need to claim on your policy, our claims service will be there to take your call. When you have a claim, contact us as soon as possible.

Cooling off period

After this insurance begins or you renew your policy for another period of insurance, you have **21** days to consider the information in your PDS. This is called the 'cooling off period'. If you wish, and provided you have not made a claim, you can exercise your cooling off rights within **21** days from the day cover began or was renewed. When you exercise your cooling off rights, we will refund in full the money you have paid for that period of insurance but you will have no cover from when your policy would have otherwise begun or from your renewal date.

Alternatively, you can cancel your policy at any time during the period of insurance. When you do this and unless we tell you otherwise, you will have cover up until the date and time of cancellation. For more information see 'What happens with cancellations?' on page 43.

Who is this product designed for?

This insurance product is designed for owners of passenger cars (including 4WDs, utilities and vans) who use their car for one or more of the following uses:

- **Private:** if not used in connection with earning an income, or if the only such use is driving to and from work and/or occasional use in connection with work or if used for volunteer work;
- **Ridesharing:** if used for ridesharing activities;
- **Business:** if used in connection with an occupation or business in a way not listed above.

When you first take out a policy with us we will ask you how you use your car. Also, you must tell us if you change the use of your car while you hold a policy with us and when you renew your policy.

Your responsibilities

You must:

- take all reasonable precautions to prevent damage or theft, for example:
 - move your car away from rising waters including tides;
 - do not drive into water;
 - accompany anyone test driving your car when it's up for sale.
- keep your car well maintained and in a good and roadworthy condition (e.g. replace worn out tyres, replace worn brakes and defective lights, fix paint problems including clear coats, repair major rust, repair worn upholstery and repair major scratches or dents);
- service your car as required by the manufacturer and keep records of this in case you need to claim for mechanical damage resulting from an incident;
- follow all the terms, conditions and responsibilities set out in your policy;
- provide honest and complete information for any claim, statement or document supplied to us.

Not meeting your responsibilities

If you do not meet your responsibilities, it may lead us to do either or both of the following:

- reduce or refuse to pay your claim;
- cancel your insurance policy.

If fraud is involved, we can treat your policy as if it never existed.

More than one named insured

If there is more than one named insured on your certificate of insurance, we will treat a statement, act, omission, claim, request or direction made by one as a statement, act, omission, claim, request or direction by all those named as insured on your certificate of insurance.

Special conditions

We may impose special conditions on your policy that might exclude, restrict or extend cover. For example, we may not be able to cover certain drivers because of the type or value of car that is insured. Any imposed conditions will be listed on your certificate of insurance. It is important that you read your certificate of insurance carefully.

Some words in your policy have special meanings

Some words when used in this PDS have special meanings. Most of the words with special meanings are defined in the 'Words with special meanings' section on pages 44 to 46.

About your premium

The rated premium is the amount we calculate that reflects the likelihood of you making a claim together with other factors related to our cost of doing business.

In addition to the amount we agree to cover your car for, we use many factors about you and your car to work out your rated premium. These are called premium factors. Each time you renew your insurance your rated premium is likely to change, even if your personal circumstances have not changed. This is because your rated premium is affected by other things such as our expenses of doing business and changes in our approach to how we calculate your premium.

Your rated premium also includes any discounts that we have given you, as well as any applicable stamp duty, goods and services tax (GST), charge and levy.

The amount you pay for this insurance is your premium and it includes the rated premium less any GIO Claims Free Savings credit you are eligible for. Any credit we apply is inclusive of relevant government charges.

The premium will be shown on your certificate of insurance as the 'Total Amount Payable' or, if you pay by instalments, the premium each month will be shown on your certificate of insurance as 'Monthly instalment'.

 [Refer to the Car Insurance Additional Information Guide.](#)

Paying your premium

We will tell you how much you have to pay and how much time you have for payment on your certificate of insurance. You must pay this premium by the due date to get this insurance cover.

You can pay in one annual payment or, if we agree, by instalments. If you pay your premium by instalments it costs you more than if you choose to pay your premium in one annual payment.

Unless we tell you, any payment reminder we send you does not change the expiry or due date. If you do not pay the full amount, we may reduce the period of insurance so it is in line with the amount you paid.

If you make changes to your policy details, it may affect the premium you need to pay for the remainder of your period of insurance.

Late annual payments

If you do not pay your premium by the due date, in the first year of insurance with us, we will give you a written notice of policy cancellation where we are required by law to do so.

If you do not pay the premium due on renewal by the due date, you will have no cover from the due date. If we accept your late payment, we might recommence your cover from the date and time we receive your payment. If so, you will have no cover for the period from the due date until the date and time of payment.

Overdue instalments and cancellation

If you pay your premium by instalments and your payment is overdue we can do one or both of the following:

- refuse to pay a claim for an incident that occurs after your paid to date if payment is **14** days (or more) late;
- cancel your policy without notifying you if payment is **1** month (or more) late.

When you need to contact us

Changes in your details and car

You need to tell us immediately if:

- any details on your certificate of insurance are no longer accurate;
- your address changes;
- any of your contact details change, such as your Australian mobile number or email address;
- you replace your car (see below);
- there are any changes to the physical condition of your car;
- you plan to, or have, added accessories or modifications to your car (see page 8);
- the place where you keep your car changes;
- the drivers of your car change;
- the way you use your car changes (see page 4 for more details);
- you intend to use your car on a competition race track, competition circuit, competition course or competition arena (other than for a driver education course where the speed will not exceed **100km/h** and there will be no timing of cars at any time), and you want us to consider covering you for that use.

What we will do when you contact us

When you contact us and tell us about these changes, we may decide to increase or impose an excess, charge an extra premium or apply a special condition to your policy. In some cases it could mean we can no longer insure you and we will cancel your policy.

When you replace your car

If you replace your car with another car, we will insure the replacement car on the same terms and for the same level of cover up to the price you paid for it, or its market value, whichever is less for the remainder of the period of insurance provided:

- you tell us within **14** days of you taking delivery of the replacement car; **and**
- we agree in writing to insure the replacement car; **and**
- you pay any additional premium we require. If an additional premium is payable, we will tell you how much it is and how it is to be paid.

If we agree to insure your replacement car **and** you pay us any additional premium we require, we will send you a new certificate of insurance. If we do not agree to insure your replacement car we will cancel your policy.

Otherwise, we will only cover your replacement car for the same level of cover as your car for up to **14** days up to the price you paid for it or its market value whichever is less, from when you take delivery of the replacement car or until you arrange insurance for your replacement car, whichever occurs first.

The cover ends for your car and begins for the replacement car at the time you take delivery of the replacement car.

ABOUT YOUR COVER

About your car

What we cover as your car

Your car is described on your certificate of insurance. It includes the following that are fitted to your car:

- options, including standard manufacturer's options;
- accessories; **and**
- modifications.

What are accessories?

An accessory is an addition to your car which does not enhance the performance or change the structure of the car.

What are modifications?

Modifications are alterations made to the manufacturer's standard body, engine, suspension, wheels or paintwork of your car which may affect its performance, value, safety or appearance.

What we do not cover as your car

- fuel or lubricants;
- baby capsules and child seats (**except** to the extent they are covered by 'Baby capsules and child seats' see page 21);
- lost car keys.

Levels of cover

You can choose the level of cover that best suits your needs.

There are **4** levels of cover available:

- GIO Platinum cover;
- Comprehensive cover;
- Fire, Theft & Third Party Property Damage cover;
- Third Party Property Damage cover.

The cover you choose will be shown on your certificate of insurance.

 [Refer to the Car Insurance Additional Information Guide for claims payment examples.](#)



GIO Platinum cover

This is the highest level of cover available and includes:

- accidental loss or damage cover;
- third party property damage cover;
- additional features (see pages 13 to 21) and additional covers (see pages 22 to 23) at no extra cost.

You can also choose an optional cover for an extra premium to tailor your insurance (see pages 24 to 26).

Accidental loss or damage cover

We cover 
We will cover you for accidental loss or damage to your car caused by an incident in the period of insurance. Examples of incidents include: <ul style="list-style-type: none">• hail, storm and flood;• fire;• theft or attempted theft;• malicious damage or vandalism;• collision and impact.
Limit The most we will pay is the amount covered for your car as shown on your certificate of insurance, unless we say otherwise in your policy.
We do not cover 
See 'General exclusions' on pages 27 to 31, 'We do not cover' in additional features on pages 13 to 21 and 'We do not cover' in additional covers on pages 22 to 23.

Third Party Property Damage cover

GIO Platinum cover includes Third Party Property Damage cover (see page 12).

 Refer to the [Car Insurance Additional Information Guide](#) for claims payment examples.



Comprehensive cover

This cover includes:

- accidental loss or damage cover;
- third party property damage cover;
- additional features (see pages 13 to 21) and additional covers (see pages 22 to 23) at no extra cost.

You can also choose an optional cover for an extra premium to tailor your insurance (see pages 24 to 26).

Accidental loss or damage cover

We cover 
We will cover you for accidental loss or damage to your car caused by an incident in the period of insurance. Examples of incidents covered include: <ul style="list-style-type: none">• hail, storm and flood;• fire;• theft or attempted theft;• malicious damage or vandalism;• collision and impact.
Limit
The most we will pay is the amount covered for your car as shown on your certificate of insurance, unless we say otherwise in your policy.
We do not cover 
See 'General exclusions' on pages 27 to 31, 'We do not cover' in additional features on pages 13 to 21, 'We do not cover' in additional covers on pages 22 to 23 and 'We do not cover' in optional covers on pages 24 to 26.

Third Party Property Damage cover

Comprehensive cover includes Third Party Property Damage cover (see page 12).



 Refer to the [Car Insurance Additional Information Guide](#) for claims payment examples.

Fire, Theft & Third Party Property Damage cover

This cover includes:

- fire and theft cover;
- third party property damage cover;
- additional features (see pages 13 to 21) and additional covers (see pages 22 to 23) at no extra cost.

Fire and theft cover

We cover 
<p>We will cover you for accidental loss or damage to your car caused by any of the following incidents in the period of insurance:</p> <ul style="list-style-type: none">• fire;• theft or attempted theft. <p>Limit</p> <p>The most we will pay is the amount covered for your car as shown on your certificate of insurance, unless we say otherwise in your policy.</p>
We do not cover 
<p>See 'General exclusions' on pages 27 to 31, 'We do not cover' in additional features on pages 13 to 21 and 'We do not cover' in additional covers on pages 22 to 23.</p>

Third Party Property Damage cover

Fire, Theft & Third Party Property Damage cover includes Third Party Property Damage cover (see page 12).

 Refer to the [Car Insurance Additional Information Guide](#) for claims payment examples.

Third Party Property Damage cover

This cover includes:

- legal liability for damage to other people's property;
- additional features (see pages 13 to 21) and additional covers (see pages 22 to 23) at no extra cost.

Legal liability for damage to other people's property

We cover

We will cover you or anyone you authorise to drive your car for legal liability to pay compensation for loss or damage to another person's car or property (not yours), where the loss or damage:

- results from an incident occurring in the period of insurance; **and**
- is caused by the use of your car.

This cover is extended to your employer, principal or business partner when they incur a legal liability because you were driving your car in connection with your occupation.

For the purposes of this legal liability cover loss or damage caused by the use of your car extends to damage to another person's car or property (not yours) because a car collided with or tried to avoid colliding with:

- property falling from your car; **or**
- property being loaded or unloaded from your car.

If we cover your legal liability under this section, we will cover your legal liability for the cost of clean up by emergency services after the incident involving your car.

Limit

The most we pay for all claims from any one insured incident covered under your policy is **\$20 million**, including all associated legal costs we have agreed to pay for your claim.

Note: If we accept a claim for Third Party Property Damage, you cannot also claim under additional cover 'Third party property damage for caravans and trailers' for the same incident.

We do not cover

See 'General exclusions' on pages 27 to 31, 'We do not cover' in additional features on pages 13 to 21 and 'We do not cover' in additional covers on pages 22 to 23.

Third Party Property Damage (TPPD) insurance is often confused with Compulsory Third Party (CTP). Your CTP insurance only covers your liability to pay compensation for injuries to other people, whilst TPPD covers your liability to pay compensation for damage to the property of others.

 Refer to the [Car Insurance Additional Information Guide](#) for claims payment examples.

Additional features

When you make a claim under your policy for an incident that happens in the period of insurance, you may be entitled to cover under the following additional features. The additional features and their limits are paid in addition to the amount covered.

Some features may or may not apply depending on the level of cover you have chosen and is shown in the additional feature detail.

In some circumstances, we may decide to make an additional feature available to you before we accept or agree to pay your claim. If we do this, it does not mean that your claim has or will be accepted or that we have otherwise agreed to pay your claim. If we later decide that we cannot accept or pay your claim then the cover available under an additional feature will not apply and we may decide to recover the costs from you.

There are some things we do not cover under these additional features and these are shown in the 'We do not cover' section of the following features on pages 13 to 21 and in the 'General exclusions' on pages 27 to 31. All of the conditions of this policy apply to these additional features unless the cover says otherwise.

 [Refer to the Car Insurance Additional Information Guide for claims payment examples.](#)

GIO Platinum windscreen and window glass cover

Applies to GIO Platinum cover only.

We cover



When the only loss or damage to your car following an incident in the period of insurance that is covered by your policy is the windscreen or window glass (including sun roof), we cover the cost to repair or replace your damaged windscreen or window glass (including sun roof) without you having to pay an excess.

Limit

One excess free claim only in the period of insurance.

Note: Where the damage is a chipped windscreen that has not cracked, and can be safely repaired, we will cover the cost of **one** repair without you having to pay an excess or losing your **one** excess free claim under this feature for the remainder of the period of insurance.

Lifetime new car replacement

Applies to GIO Platinum cover only.

We cover

If your car has been stolen or damaged in an incident in the period of insurance and we have agreed to pay your claim as a total loss, we cover the cost to replace your car, if:

- you are the first registered owner of your car or you purchased your car as an 'ex-demonstration' model from a licensed motor dealer who was the first registered owner of the car; **and**
- your car has been continuously insured under our GIO Platinum level of cover, from within **13** months of your car first being purchased until the time of the insured incident; **and**
- anyone who financed your car provides us with written consent.

We will:

- **for policies that have GIO Platinum cover selected prior to 19 June 2018** – if it is possible for us to supply or order a new car of the same make and model within **90** days of us deciding your car is a total loss; **or**
- **for policies that have GIO Platinum cover selected on or after 19 June 2018** – replace your car with a new car of the same make, model and series to your car within **90** days of us deciding your car is a total loss; **or**
- if one is not available within that time, provide you with a new car that is in our opinion a similar make or model to your car; **and**
- pay for the initial registration, CTP insurance, delivery charges and stamp duty costs for the new car.

Your policy will continue until its expiry date.

If:

- you choose not to accept a replacement car; **or**
- an agreement cannot be reached between us on a replacement car; **or**
- a replacement car cannot be supplied within the conditions listed above;

we will pay you what it would have cost us to replace your car under this feature (including the initial registration, CTP insurance, delivery charges and stamp duty costs), or the amount covered, shown on your certificate of insurance, whichever is higher.

All cover under your policy stops and your policy is cancelled. There is no refund of the unused premium.

Note: For more information on how we settle total loss claims please see page 39.

We do not cover

The cost for replacing or purchasing an extended warranty.

GIO Platinum hire car

Applies to GIO Platinum cover only.

We cover



If we have agreed to pay your claim for an incident covered by your policy and your car is damaged and cannot be safely driven, is in for repairs or has been stolen, you can choose to:

- allow us to arrange and pay the reasonable hire costs of a car that is in our opinion a similar make or model to your car (or if a similar make or model is not available we will choose an alternative equivalent car) using our provider (**but only** if our provider has a car available, and is within a reasonable distance of your location); **or**
- arrange a hire car using a provider of your choice. Where we:
 - agree to your choice of provider, we will reimburse you the reasonable cost of the hire car that is in our opinion a similar make or model to your car;
 - **do not** agree to your choice of provider, we will only pay you the amount it would have cost us to provide you with a car that is in our opinion a similar make or model to your car using our provider.

If there are no hire cars available from any provider within a reasonable distance of your location, then we will pay you the lesser of:

- the amount it would have cost us to provide you with a car that is in our opinion a similar make or model to your car using our provider, had one been available; **or**
- the actual cost you incur in making alternative travel arrangements.

Insurance for your hire car

If you allow us to arrange a hire car with our provider, we will cover accidental loss or damage to the hire car under this policy during the covered hire period as if the definition of 'car' in the policy had been extended to include the hire car. However, cover for the hire car is limited to the market value of the hire car.

If we agree to your hire car provider of choice, this policy does not extend to include the hire car. But during the covered hire period **we will cover:**

- the reasonable cost of the insurance you arrange with your provider; **and**
- the difference between any excess charged by your hire car provider (or the insurer), and the amount of excess that would have been payable under this policy had the definition of 'car' in the policy been extended to include the hire car, if the hire car excess is more.

If you arrange a hire car and we do not agree to your provider of choice, we do not provide any cover under this policy for the hire car or the cost of hire car insurance (including the hire car excess or the cost of reducing the hire car excess).

Limit

The most we will pay is **\$100** per day. The benefit stops when:

- your car is returned undamaged;
- we repair your car and return it to you;
- we settle your claim.

Note: The benefits under this feature are subject to the 'Hire car conditions' on pages 41 to 42.

New car after a total loss for cars less than 2 years old

Applies to GIO Platinum or Comprehensive cover only

We cover

If your car has been stolen or damaged in an incident in the period of insurance and we have agreed to pay your claim as a total loss, we will replace your car, if:

- you are the first registered owner of your car or you purchased your car as an 'ex demonstration' model from a licensed motor dealer who was the first registered owner of the car; **and**
- the loss or damage to your car occurred less than **2** years from the date of original registration of your car; **and**
- anyone who financed your car provides us with written consent to us settling your claim in accordance with this additional feature.

We will:

- replace your car with a new car of the same make, model and series to your car provided a new car is available within **90** days of us deciding your car is a total loss; **or**
- if one is not available within that time, provide you with a new car that is available within the time stated above and which is in our opinion a similar make or model to your car; **and**
- pay for the initial registration, CTP insurance, delivery charges and stamp duty costs for the new car.

Your policy will continue until its expiry date.

If:

- you choose not to accept a replacement car; **or**
- an agreement cannot be reached between us on a replacement car; **or**
- a replacement car cannot be supplied within the conditions listed above;

we will only pay you the amount covered shown on your certificate of insurance, less applicable deductions (see page 40).

All cover under your policy stops and your policy is cancelled. There is no refund of the unused premium.

Note: For more information on how we settle total loss claims please see page 39.

We do not cover

The cost for replacing or purchasing an extended warranty. There is no cover under this feature if you are eligible to claim under 'Lifetime new car replacement' additional feature, see page 14.

After claim expenses

Applies to GIO Platinum, Comprehensive or Fire, Theft & Third Party Property Damage cover only

We cover

When your car is stolen or damaged in an incident covered by your policy, we also cover:

- reasonable costs for emergency repairs to make your car roadworthy or safe in order to get your car to your destination (e.g. to a repairer or to your home);
- reasonable emergency accommodation costs if your car is not roadworthy or safe to drive and you are more than **100km** from your home;
- accidental loss or damage to your personal property in the car at the time of the incident (e.g. clothing, electronic and telecommunication devices).

Limit

Up to a total of **\$1,000** in total per incident.

Note: You need to provide us with all invoices and receipts.

We do not cover

- cash, smartcards, phone cards, documents able to be cashed or traded, vouchers, tickets or money orders;
- tools (other than those supplied as standard by the car manufacturer or similar replacements) **unless** covered under the additional feature 'Tools of trade cover' on page 20;
- items used for business, trade or profession;
- any personal property that is not owned by you;
- costs related to your car breaking down (e.g. mechanical or electrical failure). If you have purchased GIO Roadside Assist, you will be entitled to our roadside assistance service. See page 26 for more information.

Hire car after theft

Applies to Comprehensive or Fire, Theft & Third Party Property Damage cover only.

We cover



After theft of your car, we will arrange and pay the reasonable hire cost of a car that meets your needs, using our provider (**but only** if our provider has a car available, and is within a reasonable distance of your location).

If there is no hire car that meets your needs available from one of our providers within a reasonable distance of your location, then we will pay you the lesser of:

- the amount it would have cost us to provide you with a hire car that meets your needs using our provider, had one been available; **or**
- the actual cost you incur in making alternative travel arrangements.

Note: You must not arrange your own hire car unless you obtain our prior written consent. If you do, then we may decide not to pay for the hire car costs.

Insurance for your hire car

After arranging a hire car for you with our provider, we will cover accidental loss or damage to the hire car under this policy during the covered hire period as if the definition of 'car' in the policy had been extended to include the hire car. However, cover for loss or damage to the hire car is limited to the market value of the hire car.

Limit

Up to **21** days. The benefit stops before the **21** day limit when:

- your car is returned undamaged;
- we repair your car and return it to you;
- we settle your claim.

Note: If you have GIO Platinum cover you can claim under the 'GIO Platinum hire car' additional feature on page 15. The benefits under this feature are subject to the 'Hire car conditions' on pages 41 to 42.

Hire car after a not at fault incident

Applies to Comprehensive, Fire, Theft & Third Party Property Damage and Third Party Property Damage cover

We cover

After an incident covered by your policy where your car is damaged and:

- cannot be safely driven or is in for repairs; **and**
- we agree you or the driver of your car were not at fault for the incident; **and**
- you have provided us with the name **and** address of the person at fault **and** the registration number of their vehicle;

we will arrange and pay the reasonable hire cost of a car that meets your needs, using our provider (**but only** if our provider has a car available, and is within a reasonable distance of your location).

If there is no hire car that meets your needs available from one of our providers within a reasonable distance of your location, then we will pay you the lesser of:

- the amount it would have cost us to provide you with a hire car that meets your needs using our provider, had one been available; **or**
- the actual cost you incur in making alternative travel arrangements.

Note: You must not arrange your own hire car unless you obtain our prior written consent. If you do, then we may decide not to pay for the hire car costs.

Insurance for your hire car

After arranging a hire car for you with our provider, we will cover accidental loss or damage to the hire car under this policy during the covered hire period as if the definition of 'car' in the policy had been extended to include the hire car. However, cover for loss or damage to the hire car is limited to the market value of the hire car.

Limit

The benefit stops when:

- we repair your car and return it to you; **or**
- we settle your claim.



Note: If you have GIO Platinum cover you can claim under the 'GIO Platinum hire car' additional feature on page 15. The benefits under this feature are subject to the 'Hire car conditions' on pages 41 to 42.

We do not cover

Any hire car costs following damage to your car if you cannot provide the name **and** address of the other driver **and** the registration number of the other vehicle who was at fault in the incident.



Towing and storage costs

Applies to GIO Platinum, Comprehensive or Fire, Theft & Third Party Property Damage cover only.

We cover 
<p>When your car is damaged in an incident covered by your policy and it is not roadworthy or safe to drive or needs to be held in storage, we cover:</p> <ul style="list-style-type: none">• the cost of one tow to get your car from the scene of the incident to:<ul style="list-style-type: none">– our nearest repairer; or– another location nominated or agreed by us;• storing your car. <p>Limit One tow from the scene of the incident.</p> <p>Note: If you need to authorise the tow on our behalf, you need to provide us with all invoices and receipts.</p> <p>Note: If you have Fire, Theft & Third Party Property Damage cover this additional feature only applies when the incident is fire or theft.</p>
We do not cover 
<p>Storage costs for any period before your claim is lodged or after your claim is settled or declined.</p>

Tools of trade cover

Applies to GIO Platinum, Comprehensive or Fire, Theft & Third Party Property Damage cover only.

We cover 
<p>When your car is damaged in an incident covered by your policy, which is not theft or attempted theft, we will cover your tools of trade for loss or damage in the same incident. When your car is stolen and we have accepted your claim, we will cover your tools of trade for theft but only if the tools are locked in your car or in a locked tool box that is fitted to your car.</p> <p>Limit Up to a total of \$1,500 per claim.</p> <p>Note: To claim under this additional feature you must have told us your car is used for business and that is shown on your certificate of insurance. You must also be registered for GST and entitled to claim an input tax credit.</p> <p>Note: If you have Fire, Theft & Third Party Property Damage cover this additional feature only applies when the incident is fire or theft.</p>
We do not cover 
<ul style="list-style-type: none">• mobile phones;• cash.

Transport cover

Applies to GIO Platinum, Comprehensive, Fire, Theft & Third Party Property Damage or Third Party Property Damage cover only.

We cover



When your car is damaged in an incident covered by your policy, we will cover the costs of your transport:

- from the scene of an incident to your destination if your car is not driveable;
- to and from the repairer of your car;
- to and from a hire car provider.

If you arrange your own transport, you will need to:

- pay for the transport; **and**
- give us the tax invoice for reimbursement with your claim.

Limit

Up to a total of **\$250** per claim.

Note: If you have Fire, Theft & Third Party Property Damage cover only this additional feature only applies if the damage to your car is as a result of fire or theft, or if covered under additional feature 'Damage by uninsured drivers' and we decide to repair the damage.

If you have Third Party Property Damage cover only this additional feature only applies if the damage to your car is covered under additional feature 'Damage by uninsured drivers' and we decide to repair the damage.

Baby capsules and child seats

Applies to GIO Platinum, Comprehensive or Fire, Theft & Third Party Property Damage cover only.

We cover



When your car is stolen or damaged in an incident and we have agreed to accept your claim, we cover the cost of replacing the baby capsules and/or child seats stolen or damaged in the incident.

Limit

Up to a total of **\$750** per item.

Note: If you have Fire, Theft & Third Party Property Damage cover only this additional feature only applies if the incident is fire or theft.

Additional covers

We also provide the cover set out under the following additional covers. A claim under an additional cover can be made independently of a claim for loss or damage to your car. The additional covers and their limits are paid in addition to the amount covered.


The cover provided is shown in the 'We cover' section of the following covers on pages 22 to 23.

There are some things we do not cover and this is shown in the 'We do not cover' section of the following covers on pages 22 to 23 and in the 'General exclusions' on pages 27 to 31.

All of the conditions of this policy apply to these additional covers unless the cover says otherwise.



Two-wheel trailer cover

Applies to GIO Platinum or Comprehensive cover only

We cover 
We cover your two-wheel trailer, when it is attached to your car, for accidental loss or damage caused by an incident in the period of insurance.
Limit Up to a total of \$1,000 .

Substitute car

Applies to GIO Platinum, Comprehensive, Fire, Theft & Third Party Property Damage or Third Party Property Damage cover only.

We cover 
If your car cannot be driven (for example, it is being serviced or repaired), we will cover you for legal liability to pay compensation for loss or damage to another person's car or property (not yours) where the loss or damage is caused by your use of the substitute car in the period of insurance.
Limit 14 days from the day your car was not driveable, or until it is driveable, whichever is earlier.
The most we will pay for all claims arising from any one incident is \$20 million including associated legal costs we have agreed to pay.
We do not cover 
<ul style="list-style-type: none">• use of any hire car;• any claim if you do not have legal use of the substitute car;• any claim if the substitute car belongs to you;• loss or damage to the substitute car.

Damage by uninsured drivers

Applies to Fire, Theft & Third Party Property Damage or Third Party Property Damage Cover only.

We cover

When your car is damaged in the period of insurance by a collision with another vehicle driven by an uninsured driver, we cover damage to your car **but only** if:

- we agree the driver of your car was not at fault; **and**
- you have provided us with the name **and** address of the uninsured driver **and** the registration details of the other vehicle;

and we have otherwise agreed to pay your claim.

Limit

Cost of repairs up to a total of **\$5,000** or the market value of your car, whichever is less.

Third party property damage for caravans and trailers

Applies to GIO Platinum, Comprehensive, Fire, Theft & Third Party Property Damage or Third Party Property Damage cover only.

We cover

When your car is towing a caravan or trailer in the period of insurance and loss or damage is caused to another person's vehicle or property as a result of:

- the actions of your caravan or trailer;
- your caravan or trailer running out of control after separating from your car while your car is moving;
- another vehicle colliding with or trying to avoid colliding with:
 - property falling from your caravan or trailer while it is being towed by your car;
 - property being loaded or unloaded from your caravan or trailer attached to your car;

then we cover the amount you are legally liable to pay another person to compensate them for loss or damage to their vehicle or property.

Limit

Up to a total of **\$20 million** including associated legal costs we have agreed to pay.

Note: If you claim under this cover, you cannot claim under Third Party Property Damage for the same incident.

We do not cover

- damage to the caravan or trailer being towed;
- damage to the actual property that falls or is being loaded or unloaded from your caravan or trailer.

Optional covers

Any optional covers you select, and we agree to give you, will be shown on your certificate of insurance. An extra premium will apply. Under the optional covers there are some things we do not cover and this is shown in the 'We do not cover' section of the following covers on pages 24 to 26 and in the 'General exclusions' on pages 27 to 31, and in the case of GIO Roadside Assist in the GIO Roadside Assist Terms and Conditions provided to you if you purchase that option or available at gio.com.au. All of the conditions of this policy apply to these optional covers unless stated otherwise.

In some circumstances, we may decide to make an optional cover available to you before we accept or agree to pay your claim. If we do this, it does not mean that your claim has or will be accepted or that we have otherwise agreed to pay your claim. If we later decide that we cannot accept or pay your claim then the cover available under an optional cover will not apply and we may decide to recover the costs from you.

Windscreen and window glass cover

Available to Comprehensive cover only.

We cover



When the only damage to your car following an incident in the period of insurance is to the windscreen or window glass (including sun roof), we cover the cost to repair or replace windscreen or window glass (including sun roof) without you having to pay an excess.

Limit

One excess free claim only in the period of insurance.

Note: GIO Platinum customers are eligible to claim under the 'GIO Platinum windscreen and window glass cover' additional feature on page 13.

Where the damage is a chipped windscreen that has not cracked, and can be safely repaired, we will cover the cost of **one** repair without you losing your **one** excess free claim under this cover.

Hire car after an event up to 21 days

Available to Comprehensive cover only.

We cover



If we have agreed to pay your claim for an incident covered by your policy and your car is damaged and cannot be safely driven or is in for repairs or has been stolen, you can choose to:

- allow us to arrange and pay the reasonable hire cost of a car that is in our opinion a similar make or model to your car (or if a similar make or model is not available you can choose an alternative equivalent car) using our provider (**but only** if our provider has a car available, and is within a reasonable distance of your location); **or**
- arrange a hire car using a provider of your choice. Where we:
 - agree to your choice of provider, we will reimburse you the reasonable hire cost of the hire car that is in our opinion a similar make or model to your car;
 - **do not** agree to your choice of provider, we will only pay you the amount it would have cost us to provide you with a car that is in our opinion a similar make or model to your car using our provider.

If there are no hire cars of a similar make and model to your car available from any provider within a reasonable distance of your location, then we will pay you the lesser of:

- the amount it would have cost us to provide you with a car that is in our opinion a similar make or model to your car using our provider had one been available; **or**
- the actual cost you incur in making alternative travel arrangements.

Insurance for your hire car

The same rules apply to insurance for your hire car under this option as apply to the 'GIO Platinum hire car' additional feature (see page 15).

Limit

Up to **21** days. The most we will pay is **\$75** per day. The benefit stops the day:

- your car is returned undamaged;
- we repair your car and return it to you; **or**
- we settle your claim.

Note: If your car is stolen, you can use the cover under the 'Hire car after theft' additional feature (see page 18), and then use cover under this option to give you a longer period of car hire.

GIO Platinum customers can claim under the 'GIO Platinum Hire Car' additional feature, see page 15.

The benefits under this option are subject to the 'Hire car conditions' on pages 41 to 42.

GIO Roadside Assist

Available to GIO Platinum and Comprehensive cover only.

We cover



GIO Roadside Assist is a dedicated emergency roadside assistance service for your car. It is provided by a leading emergency assistance provider and is additionally subject to the GIO Roadside Assist Terms and Conditions. This service offers **24** hour roadside assistance Australia-wide.

GIO Roadside Assist helps you with:

- changing a flat tyre;
- towing your car to the nearest repairer;
- jump starting or charging a flat battery;
- minor breakdown related repairs;
- emergency fuel delivery;
- lost or locked-in keys, by spare key delivery or locksmith attendance.

Conditions and limits apply, including fuel value, towing distance and key assistance limits. Replacement battery cost is additional. Please read the GIO Roadside Assist Terms and Conditions for the terms, including the limitations and exclusions, that apply to this optional cover. They are available at gio.com.au and are also provided at the purchase of this optional cover. You can use GIO Roadside Assist without making a claim on this policy.

Your Rewards

We offer a range of rewards that you may qualify for and some conditions may apply.

 [Refer to the Car Insurance Additional Information Guide for details.](#)

General exclusions

You are not covered under any section of this policy for damage, loss, cost or legal liability that is caused by or arises from or involves:

Agreements you enter into

any agreement or contract you, or someone you authorised to drive or be in charge of your car, enter into accepting liability, **but we will** provide cover if the legal liability would have existed without that agreement.

Alcohol or drugs

an incident occurring when your car is being driven by, or is in the charge of, anyone who:

- was under the influence of, or had their judgement affected by any alcohol, drug or medication;
- had more than the legal limit for alcohol or drugs in their breath, blood, saliva or urine as shown by analysis;
- refused to take a test for alcohol, drugs or medication.

But we will pay a claim for you (**but not** the driver or person in charge of your car) if your car was stolen.

Asbestos

asbestos, asbestos fibres or derivatives of asbestos of any kind.

Biological, chemical, other pollutant or contaminant

- any actual or threatened biological, bacterial, viral, germ, chemical or poisonous substance, pollutant or contaminant; **or**
- any looting or rioting following the actual or threatened release of any biological, bacterial, viral, germ, chemical or poisonous substance, pollutant or contaminant; **or**
- any action taken by a public authority to prevent, limit or remedy the actual or threatened release of any biological, bacterial, viral, germ, chemical or poisonous substance, pollutant or contaminant.

Confiscation or repossession

legal confiscation or repossession of your car or its contents.

Condition of car

- any structural, mechanical, electrical or electronic failure or breakdown (**except** in the case of the specific roadside assist benefits provided under our GIO Roadside Assist optional cover);
- any mould, mildew, wear, tear, rust, corrosion or depreciation;
- your car if it was damaged, unsafe or un-roadworthy at the time of the incident.

General exclusions (Cont'd)

You are not covered under any section of this policy for damage, loss, cost or legal liability that is caused by or arises from or involves:

Consequential losses or extra costs following an incident covered by your policy

consequential losses (financial and non-financial loss) or extra costs following an incident covered by your policy, such as:

- loss of income or wages;
- medical expenses;
- the cost of your time (e.g. inconvenience);
- professional, expert, legal consulting or valuation costs **unless** you obtained our prior written authority to incur these costs;
- any costs related to stress or anxiety;
- your car's value (including its trade-in or resale value) is less after being repaired;
- costs, including the cost of your time, to prove your loss or to help us with your claim (e.g. telephone calls, postage);
- travel costs, **but we will** cover travel costs covered under 'Transport cover' additional feature (see page 21);
- cleaning costs, **but we will** cover cleaning costs covered under 'Legal liability for damage to other people's property' included in Third Party Property Damage cover (see page 12); **or**
- any costs not covered by your policy.

Dangerous goods

your car being used to illegally store or transport:

- substances that pollute or contaminate;
- dangerous or hazardous goods.

Deliberate acts

acts caused intentionally or deliberately by:

- you or a member of your family;
- a person who owns any part of your car;
- a person acting with your consent;
- a person authorised by you to operate your car.

Driving a damaged car

driving your car after it has been damaged in an incident, **unless** we are satisfied you were not reasonably aware this could lead to further damage to your car.

Exceeding loading or passenger limits

your car when it is:

- carrying more passengers than the car was designed for, or than the driver is permitted to carry by law;
- carrying any load which is not secured according to law, over the legal limit or more than what your car was designed to carry.

Failure to take reasonable precautions

your failure to take reasonable precautions to prevent loss, damage or legal liability.

Hire, fare, reward or courtesy car

your car being used for hire, fare or monetary reward or as a courtesy car but we will provide cover if your car is:

- being used for ridesharing activities; **or**
- being used in a car pool or child care arrangement.

Incorrect fuel usage

loss or damage to your car (including damage to your car's engine or fuel system) caused by the incorrect type of fuel being used.

Intentional loss or damage

intentional loss or damage caused by you, or a person acting with your express or implied consent.

Loss or damage outside Australia

loss or damage that occurs outside Australia.

Motor sports or similar activities

your car being used:

- in, or being tested in preparation for, a race, contest, trial, test, hill climb or any motor sport; **or**
- on a competition race track, competition circuit, competition course or competition arena **unless**:
 - your car is being driven as part of a driver education course that does not involve speeds in excess of **100km/h** or the timing of cars; **or**
 - you have told us about this use of your car and we have agreed to cover you.

General exclusions (Cont'd)

You are not covered under any section of this policy for damage, loss, cost or legal liability that is caused by or arises from or involves:

Radioactivity/nuclear materials

- radioactivity or the use, existence or escape of nuclear fuel, nuclear material or waste; **or**
- action of nuclear fission including detonation of any nuclear device or nuclear weapon; **or**
- any action taken by a public authority to prevent, limit or remedy the actual or threatened release of any radioactive or nuclear materials; **or**
- any looting or rioting following these incidents.

Reckless acts

any intentional or reckless act by you, the driver of the car or by a person acting with your express or implied consent (such as street racing, burnouts, donuts, driving into water, illegally using a mobile telephone, driving at excessive speed).

Replacement of non-damaged parts

the replacement of non-damaged parts which includes items that are part of a whole set when the loss or damage occurred to only part of that set (such as alloy wheels and tyres).

Revolution, war

- revolution, hostilities, war or other acts of foreign enemy, war like activity (whether war is declared or not), military coup; **or**
- any looting or rioting following these incidents.

Sale

- loss (including theft) of your car (or the proceeds of sale) by a person authorised to offer your car for sale;
- loss (including theft) of your car (or the proceeds of sale) following a private sale transaction;
- loss of your car (or the proceeds of sale) as a result of the bankruptcy or insolvency of a person authorised to offer your car for sale.

Test drives

loss or damage to your car while it is being demonstrated for private sale **but we will** pay a claim if your car is being demonstrated for private sale and you or a listed driver are a passenger in your car.

Tyres

damage to your car's tyres caused by braking, punctures, road cuts or bursting.

Unattended car

loss of (including theft) or damage to your car if the car is left unattended, unlocked and with the keys left in the car.

Unlawful purposes

your car being used for unlawful purposes.

Unlicensed driving

your car being driven by, or is in the charge of someone who is not licensed, not correctly licensed or not complying with the conditions of their licence **but we will** pay a claim for you (but not the driver or person in charge of your car) if you:

- were not the driver or person in charge of your car at the time of the incident; **and**
- can satisfy us that you did not know and could not have reasonably known of any of the above circumstances.

CLAIMS

Making a claim

When to make a claim

We understand being involved in an incident or having your car stolen can be a stressful experience.

What you must do

Step 1	Make sure everyone is safe. For emergencies call 000.
Step 2	Contact us as soon as possible on 13 14 46. Make sure you have the details of the incident at hand to assist us with lodging your claim. If towing is required, we will help arrange the towing of your car to one of our preferred repairers or another facility of our choice. Please see page 20 for details on what we pay for towing costs.
Step 3	Try to prevent further loss or damage. You must do everything you reasonably can to limit and prevent further loss or damage (e.g. move your car off the road and put on your hazard lights). We may provide cover for emergency repairs up to \$1,000 (see 'After claim expenses' on page 17 for details).
Step 4	Report the incident to the authorities. If someone is injured or has stolen, attempted to steal or maliciously damaged your car, call the police immediately and record the time, date, report number and the name of the recording officer.
Step 5	Collect details of all drivers, passengers and witnesses. You will need these when you call us. Make sure you have their full names, addresses and contact numbers. If another vehicle is involved, record its registration number and the driver's insurance details. Do not admit fault to anyone.

If you have caused damage to other people's property

Tell us about any incident that has caused damage to other people's property. You also must immediately tell us about any demands made on you to pay compensation to others, any court actions or offers of settlement and send these to us. If you do not tell us about these and it results in further costs, you may have to pay those costs.

How the Goods and Services Tax (GST) affects this insurance

You must tell us about the input tax credit (ITC) you are entitled to for your premium and your claim, each time you make a claim. If you do not give us this information or if you tell us an incorrect ITC, we will not pay any GST liability you incur.

If your car is a total loss we will reduce any payment we make by an amount equal to your input tax credit entitlement, if any.

In all other circumstances our liability to you will be calculated taking into account any ITC to which you are entitled for any acquisition which is relevant to your claim, or to which you would have been entitled had you made a relevant acquisition.

Any payment we make to settle your claim will be considered to be made in full even if the amount we pay has been reduced as described above.

Where you are not entitled to an ITC on your policy premium, all limits and amounts covered are GST inclusive (unless your policy states otherwise). Where you are entitled to an ITC on your policy premium, all limits and amounts covered are exclusive of GST to the extent of your input tax credit entitlement.

In respect of your policy, where you are registered for GST purposes you should calculate the insured amount having regard to your entitlement to input tax credits. You should, therefore, consider the net amount (after all input tax credits) which is to be insured and determine an insured amount on a GST exclusive basis.

This outline of the effect of the GST on your policy is for general information only. You should not rely on this information without first seeking expert advice on the application of the GST to your circumstances.

'GST', 'input tax credit', 'acquisition' and 'supply' have the meaning given in A New Tax System (Goods and Services Tax) Act 1999.

To process the claim, you must:

- talk to or meet with any experts we choose, such as a claims assessor, investigator or repairer;
- assist us in handling your claim. This can include agreeing to be interviewed and/or providing relevant documents we ask for (e.g. proof of ownership);
- either drive (if it is safe to do so) or let us move your car to one of our repair facilities, or another location nominated or agreed to by us, so we can assess the damage and progress your claim;
- for rectification work, take your car back to the original repairer to rectify the repairs;
- allow us to recover, salvage or take possession of your car;
- attend court to give evidence if we ask you to.

Note: In this 'Making a claim' section 'you' means you and, if you were not driving your car, the driver of your car.

What you must not do:

- do not admit liability or responsibility to anyone to pay for any damage **unless** we agree;
- do not negotiate or promise payment;
- do not authorise any repairs, **except** for emergency repairs described in 'After claim expenses' on page 17;
- do not get rid of any damaged parts of your car or your property without our consent;
- do not accept payment from someone who admits fault for loss or damage to your car. Refer them to us.

If you do not comply

If you do not comply with 'What you must do' and 'What you must not do' we can reduce or refuse your claim and/or recover costs and/or any monies we have paid from you and/or cancel your policy.

If we decline a claim

When you contact us to make a claim we will assess your claim. We will allow you to lodge your claim but we may need to undertake further investigation and assessment before making a decision. If we decide to decline your claim we will give you our reasons in writing. If you wish to dispute our decision, see page 47 for more information.

How to establish your loss

Establish an incident took place

When making a claim you must be able to prove that an incident insured by your policy actually took place. If you do not do this, we will not be able to pay your claim.

We may obtain the following from the police:

- confirmation that you reported the incident;
- details of any investigations they undertook.

You must give us authority to access these records, if we ask.

Describe your loss or damage

You must also give us accurate and full details of the loss or damage and give us proof of value and ownership, if we ask.

Proof includes things like registration papers, sales receipts, service records, valuations, warranties or log books for your car. If you are unable to reasonably substantiate your claim, we can reduce or refuse your claim.

Your excess

What is an excess?

An excess is the amount you have to pay for each incident when you make a claim. For example, if the rear and front of your car have been damaged in two separate incidents, then you have to make **2** claims and pay the excesses that apply for each claim.

The total excess you are required to pay is determined by the circumstances of your claim. You might have to pay more than one type of excess when you claim.

The amount and types of excesses are shown on your certificate of insurance.

The different types of excesses are:

Standard excess	A standard excess applies to all claims unless stated otherwise in the PDS.
Voluntary excess	Depending on your level of cover, you can choose a voluntary excess from the range we offer to reduce your premium. This excess applies to all claims in addition to your standard excess.
Age excess	This applies if a driver under 25 years of age was driving, using or in charge of your car at the time of the incident. This excess is in addition to any other excess that applies.
Inexperienced driver excess	This applies if an inexperienced driver was driving, using or in charge of your car at the time of the incident. This excess is in addition to any other excess that applies. Note: An inexperienced driver is someone who is 25 years or over and has not held a driver's licence specific to the car type for at least the past 2 consecutive years.
Driver history excess	This excess applies if a listed driver who has had their licence cancelled, suspended, disqualified or restricted in the 3 years prior to the start of the period of insurance was driving, using or in charge of your car at the time of the incident. This excess is in addition to any other excess that applies.

i Refer to the [Car Insurance Additional Information Guide](#) for more information about excesses and when they apply.

When an excess applies

We will advise you which excesses apply to the claim - based on the circumstances of the incident. The fact we have asked for payment of your excess does not of itself mean that your claim has or will be accepted by us either in whole or in part. Any excess you pay will be refunded if we decide to waive your excess (see 'When we will waive your excess' page 36 below).

When and how to pay your excess

We will usually ask for your excess when you first lodge your claim. If we do not require this, we will decide if we will:

- ask you to pay us the excess before we settle your claim; **or**
- ask you to pay your excess to the repairer or supplier; **or**
- deduct the excess from the amount we pay you; **or**
- deduct the excess from the amount we pay to another person for loss or damage to their property.

We will not cover any legal or other costs that arise because of any delay in paying the excess.

When we will waive your excess

We will waive your excess if:

- we decide you or the driver of your car are not at fault; **and**
- you can provide the name **and** address of the person at fault **and** the registration number of the vehicle involved.

How we settle your claim

We choose how your claim is settled

If we agree to pay a claim for loss, theft or damage to your car we will decide if we will:

- repair the damage;
- replace the damaged parts of your car;
- pay you what it would cost us to repair or replace the damaged parts of your car;
- settle your claim as a total loss, see page 39 for how we settle your claim as a total loss; **or**
- pay you up to the maximum you are entitled to under the applicable additional feature or option.

For additional features, additional covers and optional covers

If we agree to pay a claim under an additional feature, additional cover or optional cover, we will settle your claim in accordance with that additional feature, additional cover or optional cover.

For a windscreen claim

If we agree to pay a claim for damaged windscreen or window glass, we will either:

- choose to repair the damaged area; **or**
- choose to replace the damaged windscreen or window glass.

For Third Party Property Damage claims

If you make a third party property damage claim that is covered under this policy we can decide to defend you, settle any claim against you or represent you at an inquest, official enquiry or court proceedings.

If we decide to defend you, settle any claim against you or represent you, then you must give us all the help we need, including help after your claim is settled.

 [Refer to the Car Insurance Additional Information Guide for claims payment examples.](#)

If your car is damaged

Choice of repairer

You can choose:

- to allow us to arrange the repair of your car; **or**
- your own repairer.

If your car is not safe to drive

We will arrange to move your car to one of our preferred repairers or another facility of our choice.

If your car is safe to drive

We will arrange a time with you to bring your car into one of our preferred repairers or another facility of our choice.

If you allow us to arrange the repairs

- we obtain quotes from our preferred repairers (where available) and select the most appropriate quote;
- we authorise the repairs based on the most appropriate quote and manage the repair process with the repairer;
- you will be kept informed of the progress of the repairs **and** we will advise you when your car is ready for collection.

If you choose your own repairer, which may include one of our own preferred repairers:

- after you obtain a quote from your repairer, we will arrange a time with you to drive your car (if it is safe to do so), or you must let us move it, to one of our preferred repairers or another facility of our choice;
- we will authorise the repairs if we agree your repairer's quote is reasonable and will result in your car being repaired safely and in a cost effective manner.

If we don't authorise repairs

If we don't authorise repairs, we will pay you what it would have cost us to repair your car **and you will not** be entitled to the lifetime guarantee. The amount it would have cost us to repair is determined by a quote from a repairer we choose.

Lifetime guarantee on authorised repairs

The quality of the workmanship and the materials authorised by GIO in the repair of your car will be guaranteed for its life, even if you no longer own it. The parts used in the repair of your car will be of the same type as those explained on these pages.

If you are concerned about the quality of the repair of your car, you must call us on **13 14 46** and you must make your car available to us. You must not authorise rectification work without our written authority. We will inspect the repair and arrange any necessary rectification work.

When we authorise repairs to your car we will (including parts policy):

- ensure the repair work is properly carried out;
- use new parts or quality reusable parts;

Parts used will:

- not void the warranty provided by the car manufacturer;
- comply with the car manufacturer's specifications and applicable Australian Design Rules;
- be consistent with the age and condition of the car;
- preserve or improve the safety and structural integrity of the car;

However, the following conditions also apply:

Glass repairs

Where available we will use aftermarket parts for windscreens and window glass (including sun roof) and repairs will meet Australian Design Rules.

Radiators and Air Conditioning

Where available we will use aftermarket parts for radiators and air conditioning.

Unavailable parts

We are not responsible for costs which occur because of delays in delivery of parts. If a part is unavailable in Australia we will pay the cost of surface freight (not airfreight) from the nearest reasonable source of supply. We may not pay for any additional hire car costs (beyond the cover provided by additional feature 'Hire car after theft' see page 18) or the optional cover 'Hire car after an event up to 21 days' (see page 25) due to the delays in the delivery of parts.

Obsolete items and parts

In all cases we will only pay the market value of damaged parts we consider to be obsolete.

Secure compliance labels

Where your car is fitted with secure compliance (or car security) labels and these components are damaged, we will try to source replacement labels from the manufacturer. If we cannot source these for you, we will obtain a letter of confirmation from the manufacturer of the car that it is compliant and that the plate was damaged. We will still repair your car without replacing the secure compliance label.

Sub-contracting repairs

We may sub-contract, and any repairer we authorise to repair your car may sub-contract, some of the repairs.

Non-damaged parts

We are not responsible for the costs to replace the parts of a whole set that were not damaged or stolen in an incident. For example, if only one wheel and tyre are damaged in an incident, we will only pay to replace the damaged wheel and tyre, not the whole set.

When we repair your car we will not:

- pay extra to repair your car to a better standard, specification or quality existing before the loss or damage;
- fix a fault or defect in your car that existed before the loss or damage occurred **unless** the fault or defect was from repairs we authorised;
- pay for repairing pre-existing damage. If we agree, you can pay the extra cost of repairing this damage.

Contribution to repairs

You might have to contribute to the cost of repairing tyres, engines, accessories, modifications, paintwork, bodywork, radiators, batteries or interior trims affected by neglect, wear and tear, weathering, rust, mould, mildew or corrosion. We will determine how much you pay depending on how worn these items were when the damage happened.

If you do not agree to pay these amounts, we will pay you the amount determined to be the cost of repairs less any contribution charges.

If your car has been stolen

If your car is found within **14** days of it being stolen and is damaged, follow the process of 'If your car is damaged' (see page 37). You may be entitled to a hire car for up to **21** days under the additional feature 'Hire car after theft' (see page 18) and for up to an additional **21** days if you have purchased the optional cover 'Hire car after an event up to **21** days' (see page 25). GIO Platinum customers can claim under the 'GIO Platinum hire car' additional feature (see page 15).

If your car is not found within **14** days after being stolen, and we agree to accept your claim for theft of your car, your car becomes a total loss (see below).

If your car is a total loss

Your car becomes a total loss if:

- it is stolen and unrecovered after **14** days and we agree to accept your claim for theft of your car; **or**
- we decide it is uneconomical, impractical or unsafe to repair, including where the combined repair costs and salvage value are likely to be more than the amount covered.

We will also have regard to the law when determining when a car is to be written off.

For cars where the 'New car after a total loss for cars less than 2 years old' additional feature applies, see page 16. For cars where the 'Lifetime new car replacement' additional feature applies, see page 14.

For all other cars we will pay you the amount covered shown on your certificate of insurance less any deductions that apply.

Deductions from your total loss claim

When we pay you for a total loss claim we will deduct:

- any applicable excess;
- any unpaid premium including any unpaid instalments for the period of insurance;
- any unused registration and compulsory third party (CTP) insurance (unless we decide to collect this from the relevant authority or insurer);
- any input tax credit entitlement (if applicable), refer to page 32;
- our estimate of the salvage value (if applicable);
- any excesses arising from a claim for damage to the hire car (see 'Hire car conditions' below).

Where the deductions are applicable we will either require you to pay these amounts in full before we provide a new car or deduct them from the amount we pay you.

Cars under finance

When we pay you for a total loss claim, if a credit provider has a financial interest in your car then we will pay them what they are entitled to (up to your amount covered) and pay you any balance.

We own the car salvage

When we replace your car or pay you for the total loss, your car salvage becomes our property.

If another party is entitled to the salvage of your car because that party has financed your car whether at your request or not and is owed money on your car at the time we declare your car a total loss, we will deduct our estimate of the salvage value from what we pay you, or require you to pay us our estimate of the salvage value in full before we settle your claim under 'New car after a total loss for cars less than 2 years old' or 'Lifetime new car replacement'.

Hire car conditions

Where you are making a claim under any hire car benefit in your policy you:

- may be required to enter into a hire agreement with the hire car provider;
- are required to collect the hire car from and return it to the place nominated by us or the hire car provider;
- may not be able to use the hire car for ridesharing activities;
- are responsible for all running costs and extras of the hire car, including paying the deposit, security bond, fuel and any upgrade costs;
- agree and authorise us to lodge a claim on your policy in the event that the hire car is lost or damaged whilst on hire to you and we insure you pursuant to the cover provided in additional features 'Hire car after theft', 'Hire car after a not at fault incident', 'GIO Platinum hire car' or optional cover 'Hire car after an event up to 21 days';
- are responsible for arranging and paying all hire car costs for any period you continue to use the hire car beyond the covered hire period; **and**
- are required to refund to us any costs (including any insurance costs) we incur for the hire car, if you withdraw your claim or we refuse to accept it.

After we pay your claim

Does your claim affect your cover?

If we choose to repair your car or pay you the cost of repairs, your policy continues for the period of insurance.

If your car is a total loss and you are not entitled to a new replacement car (see 'Lifetime new car replacement' additional feature on page 14 and see 'New Car after a total loss for cars less than 2 years old' additional feature on page 16), all cover under your policy stops and your policy is cancelled. There is no refund of the unused premium.

If your car is damaged and we settle your claim by paying you the cost of repairs, we can reduce your amount covered to reflect the lower value of your car in its damaged condition.

Our right to recover claims we pay from those responsible

If you have suffered loss or damage covered, or partially covered by this policy, then we have the right and you permit us to take action or institute legal proceedings against any person or entity liable to you for the recovery of your insured, underinsured or uninsured losses, payments made and expenses ('your loss'). Any action or legal proceeding will be commenced either in your name, or in the name of any other person or entity that suffered your loss.

If you have commenced action or instituted legal proceedings against any person or entity liable to you for your loss, we have the right and you permit us to take over and continue that action or legal proceeding. Where recovery of your loss forms part of any representative proceeding which has not been instituted under our instructions, we have the right and you permit us to exclude your loss from that representative proceeding for the purpose of including your loss in a separate representative proceeding which is or will be instituted under our instructions.

You must provide us with all information and reasonable assistance in the recovery of your loss, including providing us with any documents that prove your loss.

You must not enter into any agreement, make any admissions or take any action or step that has the effect of limiting or excluding your rights and our rights to recover your loss, without our prior written agreement.

OTHER IMPORTANT INFORMATION

What happens with cancellations?

You may cancel this policy at any time. For each car cancelled, you will be refunded the unexpired portion of the premium (attributable to that car) less **\$30** of base premium plus GST, stamp duty and ESL/FSL (if ESL/FSL applies to your policy). We will not give a refund if the refund due is less than **\$10**. If you pay by instalments, on cancellation you agree to pay us any portion of the premium that is owing but not yet paid and that amount is immediately due and payable.

We can cancel your policy when the law allows us to do so. For each car cancelled, you will be refunded the unexpired portion of the premium (attributable to that car) less **\$30** of base premium plus GST, stamp duty and ESL/FSL (if ESL/FSL applies to your policy). We will not give a refund if the refund due is less than **\$10**. If we cancel your policy due to fraud, we will not refund any money to you.

Cooling off and transferring cover

If you exercise your cooling off rights (see page 4) we will provide a full refund of premium paid.

If you transfer cover for one car to another car insurance policy with us, you will be refunded the unexpired portion of the premium (attributable to that car).

General Insurance Code of Practice

We support the General Insurance Code of Practice. You can get a copy of the code from the Insurance Council of Australia website (insurancecouncil.com.au) or by phoning **(02) 9253 5100**.

Motor Car Insurance and Repair Industry Code of Conduct

This code is intended to promote transparent, informed, effective and co-operative relationships between smash repairers and insurance companies based on mutual respect and open communication.

We are a signatory to and support the Code.

Words with special meanings

Accessories

see page 8.

Amount covered

when used in relation to your car, it is the maximum amount we will pay for loss or damage to your car caused by an incident covered under your policy less any deductions that apply (please see page 40 for amounts that are deducted on a total loss settlement), **unless** we say otherwise in your policy. It includes the value of any options, accessories and modifications that are fitted to your car, registration and compulsory third party insurance. The amount covered includes or excludes GST depending on your Input Tax Credit entitlement (refer to section 'How the Goods and Services Tax (GST) affects this insurance' for further detail).

Your amount covered will be shown on your certificate of insurance.

Car

see page 8.

Car Insurance Additional Information Guide

see page 3.

Certificate of insurance

means the latest certificate of insurance, including the insurance account, we have given you. It is an important document as it shows the covers you have chosen and other policy details such as the premium that applies.

Cost us

means the amount quoted by a repairer or supplier we choose.

Excess

see page 34.

Family

means any of the following people if they normally live with you:

- spouse, partner or de facto;
- parents, parents-in-law, grandparents;
- children, grandchildren, brothers and sisters, including their respective spouses, partner or de-facto;
- the children, parents, parents-in-law, grandparents, grandchildren, brothers and sisters of a spouse, partner or de-facto; **and**
- people who provide care or services to you.

Incident or event

is a single occurrence which you did not intend or expect to happen.

Insured incident

means an incident not excluded by your policy. It is always a single event, accident or occurrence which you did not intend or expect to happen.

Limit

the most you can claim for any one incident. It includes or excludes GST depending on your Input Tax Credit entitlement (refer to section 'How the Goods and Services Tax (GST) affects this insurance' for further detail).

Listed driver

the person or people shown on your certificate of insurance as listed drivers.

Loss or damage

means the physical loss or physical damage.

Market value

the amount that the market would pay for the car (or hire car) or damaged parts we consider to be obsolete. The market value of the car (or hire car) includes many factors such as age, make, model, kilometres travelled and general condition of the car (or hire car). We may use recognised industry publications to assist us in calculating the amount. Market value excludes costs of registration, compulsory third party insurance, stamp duty and transfer fees, dealer warranty costs or dealer delivery.

Modifications

see page 8.

Period of insurance

means when your policy starts to when it ends. It is shown on your certificate of insurance.

Policy

means your insurance contract. It consists of this PDS and any SPDS we have given you and your latest certificate of insurance.

Premium

see page 5.

Rated premium

see page 5.

Tools of trade

means your tools of trade including materials or equipment that you use in your current business, trade or profession.

Total loss

see page 39.

Uninsured driver

a driver is an uninsured driver if neither the driver nor the vehicle owner has motor insurance or they have insurance but it does not cover damage to your car at the time of the incident.

We, our, us and GIO

means AAI Limited ABN 48 005 297 807 AFSL No. 230859, trading as GIO.

You, your

the person or people shown as the insured on your certificate of insurance.

How we will deal with a complaint

If you are not satisfied with our products or services or a decision made in relation to your insurance, please let us know so that we can help. It is important to follow the complaint handling process in order to resolve your complaint effectively and efficiently.

Step 1. Let us know

If you would like to make a complaint, please let us know by contacting the relevant department as they may be able to resolve the complaint for you. If not, the staff member will refer you to a Manager or their delegate and they will attempt to resolve the complaint. A response is usually provided to you within **5** business days.

You can contact us:

By phone: **13 10 10**
By fax: **1300 724 872**
In writing: **GIO, Reply Paid 3999, Sydney NSW 2001**
In person: **By visiting one of our agencies**
By email: **gioservice@gio.com.au**

Step 2. Review by our Customer Relations Team

If you are not satisfied with the outcome of the business review you can request the complaint be referred to the Customer Relations Team for review or you can contact them directly:

By phone: **1300 264 094**
By email: **idr@gio.com.au**
By fax: **1300 316 047**
In writing: **GIO Customer Relations Team, PO Box 14180,
Melbourne City Mail Centre, VIC, 8001**

If we require additional information we will contact you to discuss. Customer Relations will usually contact you with a decision within **15** business days of receiving your complaint.

Step 3. Seek review by an external service

We expect our procedures will deal fairly and promptly with your complaint. However, if you remain dissatisfied, you may be able to access the services of the Financial Ombudsman Service (FOS) Australia. The FOS is an independent external dispute scheme and their service is free to you. Any decision the FOS makes is binding on us, provided you also accept the decision. You do not have to accept their decision and you have the option of seeking remedies elsewhere.

The FOS is available to customers who fall within their terms of reference. The FOS will advise if they can help you.

You can contact FOS:

By phone: **1800 367 287 (free call)**
By Fax: **(03) 9613 6399**
By email: **info@fos.org.au**
In writing: **Financial Ombudsman Service Limited GPO Box 3, Melbourne VIC 3001**
By visiting: **www.fos.org.au**

KNOW NOW



- For enquiries **13 10 10**
- For claims **13 14 46** – 24 hours a day – every day
- Report any suspected insurance fraud to our hotline on **1300 881 725**
- Visit one of our agencies
- Find us online at gio.com.au

Who we are

This insurance issued by

AAI Limited

ABN 48 005 297 807

AFSL No. 230859 trading as GIO

