



MOTORCYCLE INSURANCE

PRODUCT DISCLOSURE STATEMENT



WELCOME AND THANK YOU FOR CHOOSING GIO

This Product Disclosure Statement (PDS) is an important document that tells you information you need to know about your policy. It is really important to read it carefully before you decide whether or not our cover is right for you.

By choosing GIO you can:



Make a claim 24/7 by calling on **13 14 46**



Call **13 10 10** or chat with us online with GIO Virtual Assistant for extra support



The information in this PDS is current at the date it was prepared. From time to time, we may update some of the information in this PDS that is not materially adverse to you without notifying you. Please contact us for a free copy of any of these updates. Other changes will be made by a Supplementary Product Disclosure Statement (SPDS) which we will give to you.

KEY INFORMATION ABOUT GIO MOTORCYCLE INSURANCE



Type of insurance

This policy provides cover for your motorcycle.

There are 3 levels of cover available:

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

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



What we cover

What we cover depends on the level of cover you have chosen:

- Comprehensive covers accidental loss or damage to your motorcycle and includes Third Party Property Damage;
- Fire, Theft & Third Party Property Damage covers your motorcycle for Fire & Theft damage and it also includes Third Party Property Damage;
- Third Party Property Damage covers your legal liability for damage to other people's property caused by the use of your motorcycle.



What we pay

If you have Comprehensive or Fire, Theft and Third Party Property Damage cover, the most we will pay for loss or damage to your motorcycle is the amount covered shown on your certificate of insurance, unless we say otherwise in your policy.

We will also pay:

- up to **\$20 million** for damage to other people's property for all claims from any one incident for legal liability covered by this policy; and
- up to the limits outlined under the relevant Additional covers.



This is a summary only. Like all policies, there are conditions, limits and exclusions that apply so you need to read your policy carefully.



Additional cover that comes with your policy

There are some additional covers that come with your policy for no extra cost. Whether the additional cover is available with your policy depends on the level of cover you have chosen. See section 5 'Additional cover that come with your policy' on page 27 for more information.

Summary of cover

Limits, conditions and exclusions apply. What we cover depends on the level of cover you have chosen. Read your policy for full details.

Insured events

What we cover	Page
 Comprehensive cover (Accidental loss or damage)	24
 Fire, Theft & Third Party Property Damage cover	24
 Third Party Property Damage cover	25

Additional covers (these are covers that comes with your policy)

What we cover	Comprehensive	Fire, Theft & Third Party Property Damage	Third Party Property Damage	Page
 New motorcycle after a total loss for motorcycles less than 2 years old	✓	✗	✗	28
 Hire car after theft up to 21 days	✓	Fire & theft only	✗	29
 Personal property (up to \$500)	✓	Fire & theft only	✗	30
 Riding apparel cover (up to \$2,000)	✓	Fire & theft only	✗	31
 Emergency travel, accommodation and repairs	✓	Fire & theft only	✗	31
 Trailer cover (up to \$1,000)	✓	✗	✗	32
 Towing and storage costs	✓	Limited cover	Limited cover	32

What we cover	Comprehensive	Fire, Theft & Third Party Property Damage	Third Party Property Damage	Page
 Damage by uninsured drivers	Covered with your accidental damage cover	 (up to \$5,000)	 (up to \$5,000)	33
 Third Party Property Damage for trailers				34

WE UNDERSTAND EXPERIENCING LOSS OR DAMAGE OR HAVING A CLAIM MADE AGAINST YOU CAN BE STRESSFUL

Here's what to do:



Step 1

Make sure everyone is safe. For emergencies, call **000**.



Step 2

Try to prevent further loss, damage or liability (e.g. move your motorcycle off the road and put on your hazard lights).



Step 3

Report the incident to the police.

If someone is injured or has stolen, attempted to steal or maliciously damaged your motorcycle, call the police as soon as possible and record the time, date, report number and the name of the recording officer.



Step 4

Where possible, collect details of all drivers, passengers and witnesses including their full names, addresses and contact numbers. If another vehicle is involved, record its registration number and the driver's name and address. Do not admit fault to anyone.



Step 5

Contact us as soon as possible by calling **13 14 46**.

When you contact us, describe details of the incident to assist with lodging your claim. If the damage was caused by another person, provide us their name and address and the vehicle's registration number.

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Motor Vehicle Insurance and Repair Industry Code of Conduct

In line with our requirements under this code on our repair process see 'Your repairs (Choice of repairer)' on page 38 and 'Our parts policy for authorised repairs', on page 39.



In this PDS you will be referred to the Motorcycle Insurance Additional Information Guide. This guide is available at gio.com.au and contains further information about premiums, excesses, rewards and discounts. Please contact us for a free copy.



Some words in this policy have special meanings. Most of the words with special meanings are defined in section 10 'Words with special meanings' on page 57.

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1

IMPORTANT THINGS TO KNOW UPFRONT

Before we get into the specifics of your policy there are important things to know upfront. This includes information about your contract with us, communicating with you electronically, information about your cooling off period, your responsibilities and when you must contact us about changes, and the excesses that apply to your claim.

Our agreement with you

If you buy this product from us, your contract of insurance is made up of your certificate of insurance, this PDS and any SPDS that we have given you.

Communicating with you electronically

We may send your policy documents and policy related communications electronically. This will be by email and/or other types of electronic communication (e.g. SMS). We will obtain your express or inferred consent to do so. Each electronic communication will be deemed to be received by you at the time it leaves our information system.

Cooling off period

You can contact us to return the policy within **21** days from the start date of your policy (including on renewal).

This is called the cooling off period. As long as you have not made a claim during this period, we will refund in full the money you paid for your policy (including GST if applicable), but you will not have any cover under the policy.

Alternatively, you can cancel your policy at any time while you are insured. When you do this, 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 52.

There are limits to what we will pay and some things we don't cover

Like every insurance policy, there are exclusions, conditions and limits that apply to your policy. There are some things we don't cover whatever the circumstances, these are found in section 3 'Things we don't cover' on pages 17 to 22. There are also specific things we don't cover explained in sections 4 to 5 on pages 23 to 34 which are particular to the cover provided under your policy.



In this PDS we use  and  icons to help describe what's covered and what's not covered.

Extra Support

Sometimes your circumstances might mean you need additional support or assistance in dealing with us. This could be due to your physical or mental health, family or financial situation or cultural background. If you are comfortable, you can tell us about your situation and we will work with you to arrange support.

Your responsibilities

- take steps to prevent loss or damage, for example:
 - move your motorcycle away from rising waters including tides;
 - do not ride into water;
 - remove keys and lock the motorcycle when left unattended.
- keep your motorcycle well maintained and in a good, safe and roadworthy condition (e.g. replace worn out tyres, replace worn brakes and defective lights, fix paint including clear coats, repair major rust, repair worn upholstery and repair major scratches or dents and fix mechanical and electrical problems);
- 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;
- do not behave in a way that is abusive, dangerous, hostile, improper or threatening when engaging with us and our service providers.

Not meeting your responsibilities

Your policy may not provide cover if you have not met your responsibilities and it may lead us to reduce or refuse to pay your claim and/or cancel your policy.

When you need to contact us

During the period of insurance you must tell us as soon as possible if:

- you or anyone who rides your motorcycle has their driving licence cancelled, suspended, disqualified or restricted;
- if you or any person who rides your motorcycle has been charged with or convicted of, a criminal act or offence;
- you have had another insurer cancel or decline an insurance policy, impose specific conditions on a policy or refuse a claim;
- any details on your certificate of insurance are no longer accurate and complete, including but not limited to your motorcycle (see 'When you replace your motorcycle' on page 12), the address where you keep your motorcycle or the listed riders of your motorcycle change;
- there are any changes to the physical condition of your motorcycle;
- you plan to, or have, added accessories or modifications to your motorcycle (see page 16);
- you no longer use or plan to use your motorcycle only for private use (see the definition of 'Private use' on page 59).

If you have not told us about any of the above matters having occurred in any other period of insurance when you held this policy with us, you must also tell us as soon as possible.

What we will do when you contact us

When you tell us about any of the above matters an additional excess, additional premium or special condition may be applied to your policy. In some cases, it may lead us to reduce or refuse to pay a claim or it may mean we can no longer insure you and we will cancel your policy.

If you do not contact us

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.

How to contact us



Call us on 13 10 10.

If your contact details change

You must keep your contact details, including your Australian mobile number, postal address and email address up to date. If we do not have up to date contact details you might not receive your important policy documents which could impact whether you have cover in place.

When you replace your motorcycle

If you replace your motorcycle with another motorcycle, we will insure the replacement motorcycle, up to its market value on the same terms as the replaced motorcycle as if a reference to 'your motorcycle' in this PDS is to your replacement motorcycle.

Cover is provided from the date you bought the replacement motorcycle until you contact us to insure your replacement motorcycle, up to a maximum of **14** days.

We do not provide any cover under this policy for a replacement motorcycle outside the cover stated in this section 'When you replace your motorcycle'.

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 riders because of the type or value of motorcycle 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.

What is the No Claim Bonus?

A No Claim Bonus (NCB) is a discount off your comprehensive premium as a reward for your good driving and insurance history. On each renewal, your discount will increase provided you haven't made any claims that affect your NCB, until you reach the maximum discount level. Your NCB is shown on your certificate of insurance.



Refer to the Motorcycle Additional Information Guide for more information about discounts.

EXCESSES THAT APPLY TO YOUR CLAIM

What is an excess?

An excess is the amount you pay towards the cost of your claim for each incident covered by your policy. The total excess you are required to pay is determined by the circumstances of your claim. Sometimes you might have to pay more than one type of excess. The amount and types of excesses are shown on your certificate of insurance.

The different types of excesses are:

Standard excess	This excess applies to all claims unless your policy states no excess applies to your claim.
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 rider under 25 years of age was riding, using or in charge of your motorcycle at the time of the incident. This excess is in addition to any other excess that applies.
Inexperienced rider excess	This excess applies if an inexperienced rider was riding, using or in charge of your motorcycle at the time of the incident. This excess is in addition to any other excess that applies. Note: An inexperienced rider is someone who is 25 years of age or over and has had their motorcycle licence for less than 1 year or has been riding for less than 1 year prior to the incident.



For example: If the rear and front of your motorcycle have been damaged in two separate incidents, then you have to make **2** claims and pay the excesses that apply for each claim. If the rear and front of your motorcycle is damaged in the same incident, you make **1** claim and pay the excesses in relation to **1** claim only.



Refer to the Motorcycle Insurance Additional Information Guide for more information about excesses.

How to pay your excess

You can choose from the following options to pay your excess:

- you can pay the excess(es) directly to us before we finalise your claim;
- the excess(es) can be deducted from the amount we pay you for your claim (if any);
- in some instances, the excess(es) can be paid to the appointed repairer or supplier;
- in some instances, the excess(es) can be deducted 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 your excess will be waived



You pay the excess but if:

①

+

②

+

③

=

✓

You or the rider didn't cause or contribute to the accident (this means the other driver was entirely at fault). You may be able to show this by providing a police report, expert reports, statement from a witness or photographs.

+

You supply the at-fault driver's name and address

+

You supply the at-fault vehicle's registration number

=

You don't pay an excess

If 1,2 and 3 are there, you don't pay an excess. If ANY are missing, you will pay an excess.



If you cannot supply the at-fault driver's name, address and vehicle registration number it means we will not be able to waive your excess. It does not otherwise impact the cover under your policy or your ability to make a claim.

2

WHAT WE COVER – THE BASICS

This section describes the basics of what we cover.

What we cover as your motorcycle



We cover

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



- accessories; and
- modifications.

We don't cover

- fuel or lubricants;
- lost motorcycle keys.



What are accessories?

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



What are modifications?

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

Who we cover

We cover you or anyone you authorise to ride the motorcycle, subject to the conditions and exclusions of your policy.

3

THINGS WE DON'T COVER

There are some things we don't cover under your policy and we want to be upfront about this.

Remember, there are also specific things we don't cover in sections 4 to 5 of this PDS on pages 23 to 34.

Things we don't cover

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 ride or be in charge of your motorcycle, enter into accepting liability, but we will provide cover if the legal liability would have existed without that agreement or contract.

⊗ **Alcohol, drugs, medication**

an incident occurring when your motorcycle is being ridden 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 rider or person in charge of your motorcycle) if your motorcycle was stolen;
- if it can be demonstrated that the above alcohol/drugs/medication intake was not a contributing factor in the incident.

⊗ **Asbestos**

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

⊗ **Biological, chemical, other pollutant or contaminant**

- any actual or threatened use, existence or release of any biological, bacterial, viral, germ, chemical or poisonous substance, pollutant or contaminant;
- any looting or rioting following the actual or threatened release of any biological, bacterial, viral, germ, chemical or poisonous substance, pollutant or contaminant;
- 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.

⊗ **Business use**

your motorcycle being used to earn an income either in a full-time, part-time or casual work. But you can use your motorcycle to travel to or from your place of work.

⊗ **Confiscation or repossession**

legal confiscation or repossession of your motorcycle or its contents.

Things we don't cover

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:

⊗ Condition of motorcycle

- any structural, mechanical, electrical or electronic failure or breakdown;
- any mould, mildew, wear, tear, rust, corrosion or depreciation;
- your motorcycle or any trailer being towed by your motorcycle if either was damaged, unsafe or un-roadworthy at the time of the incident.

⊗ Dangerous goods

your motorcycle being used to illegally store or transport:

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

⊗ Electrical charging equipment

theft of any electrical charging equipment used for your motorcycle.

⊗ Exceeding loading or passenger limits

your motorcycle when it is:

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

⊗ Extra costs or other losses following an incident covered by your policy

extra costs or other losses (financial and non-financial loss) or extra costs following an incident covered by your policy, including but not limited to:

- loss of income or wages;
- medical expenses;
- professional, expert, legal consulting or valuation costs unless you obtained our prior authority to incur these costs;
- your motorcycle'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. phone calls, postage) unless stated otherwise in your policy;
- travel costs, but we will cover travel costs covered under the additional cover 'Emergency travel, accommodation and repairs' (see page 31);
- cleaning costs, but we will cover cleaning costs covered under 'Third Party Property Damage' (see page 25).

⊗ Hire, fare, reward or courtesy motorcycle

your motorcycle being used for hire, fare or monetary reward or as a courtesy motorcycle.

⊗ Incorrect fuel usage

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

Things we don't cover

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:

⊗ Intentional or deliberate acts

an intentional or deliberate act by:

- you or a member of your family;
- a person who shares ownership of your motorcycle;
- a person acting with your encouragement, assistance or express or implied consent;
- a person authorised by you to operate your motorcycle.

⊗ Loss or damage outside Australia

loss or damage that occurs outside Australia.

⊗ Motor sports or similar activities

your motorcycle being used:

- in, or being tested in preparation for, a race, contest, trial, test, hill climb or any motor sport;
- on a competition race track, competition circuit, competition course or competition arena unless your motorcycle is being ridden as part of a rider education course that does not involve speeds in excess of **100**km/h or the timing of motorcycles.

⊗ Personal property

any personal property that is not owned by you, but we will cover the rider's and the pillion's riding apparel to the extent it is covered under 'Riding apparel cover' (see page 31 for details).

⊗ Radioactivity/nuclear materials

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

⊗ Reckless acts

any reckless act by you, the rider or pillion passenger of your motorcycle or any person acting with your encouragement, assistance or express or implied consent to the reckless act (such as street racing, burnouts, donuts, driving into water, illegally using a mobile phone, riding 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 wheels and tyres).

⊗ Revolution, war

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

Things we don't cover

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:

⊗ **Riding a damaged motorcycle**

riding your motorcycle after it has been damaged in an incident, unless you were not aware this could lead to further damage to your motorcycle or you are acting to prevent further loss or damage, such as riding it from a busy motorway.

⊗ **Sale of your motorcycle**

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

⊗ **Sanctions**

any payments (including refunding a premium) or the provision of any services or benefit to you or to any other party to the extent that such cover, payment, service or benefit would contravene or otherwise expose us to any penalty, sanction, prohibition or restriction under any applicable United Nations resolutions or trade or economic sanctions, law or regulation of Australia, New Zealand, the European Union, United Kingdom or United States of America.

⊗ **Tyres**

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

⊗ **Unattended motorcycle**

theft or damage to your motorcycle if it is left unattended and with the keys on, in or inside the motorcycle.

⊗ **Unlawful purposes**

your motorcycle being used for unlawful purposes (such as a criminal act) by you or for which you gave encouragement, assistance or consent (either expressly or impliedly).

⊗ **Unlicensed riding**

your motorcycle being ridden 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 rider or person in charge of your motorcycle) if you:

- were not the rider or person in charge of your motorcycle at the time of the incident;
- did not give encouragement, assistance or express or implied consent to the riding or the incident; and
- you can establish that you did not know and could not have reasonably known of any of the above circumstances.

⊗ **Unregistered motorcycles**

your motorcycle being used on public roads at the time of an incident if it was unregistered, unless the loss, damage, cost or legal liability was not caused by or did not result from the motorcycle being unregistered.

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WHAT WE COVER – THE DETAILS

In this section, we tell you about our cover for loss or damage to your motorcycle and cover for damage to other people's property.

WHAT YOUR POLICY COVERS



Accidental loss or damage cover

We cover
✔

Comprehensive cover

We cover accidental loss or damage to your motorcycle caused by an incident in the period of insurance.

Examples of incidents include hail, storm (including cyclone), flood, fire, theft or attempted theft, malicious damage or vandalism, collision and impact.

We don't cover
✘

We don't cover anything in section 3 'Things we don't cover', see pages 17 to 22.

Limit
\$

The most we will pay for any one incident is the amount covered for your motorcycle as shown on your certificate of insurance, unless we say otherwise in your policy (e.g. if you're eligible for 'New motorcycle after a total loss for motorcycles less than 2 years old' on page 28 we will settle your claim in accordance with that additional cover).



Fire, Theft & Third Party Property Damage cover

We cover
✔

We will cover loss or damage to your motorcycle caused by any of the following incidents in the period of insurance:

- fire;
- theft, which includes attempted theft.

Fire, Theft & Third Party Property Damage cover includes Third Party Property Damage cover (see page 25).

We don't cover
✘

We don't cover anything in section 3 'Things we don't cover', see pages 17 to 22.

Limit
\$

The most we will pay for any one incident is the amount covered for your motorcycle as shown on your certificate of insurance, unless we say otherwise in your policy.



Third Party Property Damage cover

We cover

We will cover you or anyone you authorise to ride your motorcycle for legal liability to pay compensation for loss or damage to another person's vehicle 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 motorcycle.

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

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

- property falling from your motorcycle;
- property being loaded or unloaded from your motorcycle.

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

We will also cover you for associated legal costs for a claim we cover. We need to first agree to pay the legal costs before they are covered.

We don't cover

We don't cover anything in section 3 'Things we don't cover', see pages 17 to 22.

Limit

The most we pay for all claims from any one incident for legal liability covered by this policy is **\$20 million**, including all associated legal costs.



If we accept a claim under 'Third Party Property Damage cover', you cannot also claim under additional cover 'Third Party Property Damage cover for trailers' for the same incident.



For examples of how we settle motorcycle claims see section 7 'How we settle claims – some examples' on page 43.

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ADDITIONAL COVER THAT COMES WITH YOUR POLICY

When a claim for loss or damage to your motorcycle is covered you may be entitled to the additional cover in this section. Which additional cover applies to your policy, depends on the level of cover you have chosen. The limits are paid in addition to the amount covered. Some covers can also be claimed on independently of a claim for loss or damage to your motorcycle or third party property damage cover. All of the conditions of your policy and the 'Things we don't cover' in section 3 on pages 17 to 22 apply to the additional covers.



In some cases, we may provide an additional cover to you before your claim for loss or damage to your motorcycle is confirmed as covered under your policy. This does not mean that your claim has or will be covered or that your claim will be paid.



New motorcycle after a total loss for motorcycles less than 2 years old

Applies to Comprehensive cover



We cover



If your motorcycle has been stolen or damaged in an incident and your claim is accepted as a total loss, we cover the cost to replace your motorcycle if:

- you are the first registered owner of your motorcycle, or you purchased your motorcycle as an 'ex demonstration' model from a licensed motorcycle dealer who was the first registered owner of the motorcycle; and
- the loss or damage to your motorcycle occurred less than **2** years from the date of original registration; and
- anyone who financed your motorcycle provides us with written consent to us replacing your motorcycle.

We will:

- replace your motorcycle with a new motorcycle of the same make and model and series to your motorcycle provided a new motorcycle is available within **90** days of us deciding your motorcycle is a total loss; or
- if one is not available at all within that time, provide you with a new motorcycle that is available within the time stated above and which is a similar make or model to your motorcycle; and
- pay for the initial registration, compulsory third party/motor accident injuries insurance, delivery charges and stamp duty costs for the new motorcycle.

Your policy will continue until its expiry date.

We don't cover



The cost for replacing or purchasing an extended warranty.



If:

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

we will pay you the amount covered shown on your certificate of insurance, less applicable deductions (see page 41).

All cover under your policy stops and your policy comes to an end.

There is no refund of the premium.



Hire car after theft up to 21 days

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

We cover 

After theft of your motorcycle that is covered by this policy, we will arrange and pay the reasonable cost of a hire car that meets your transport 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 transport needs available from one of our providers within a reasonable distance of your location, then we will pay you the reasonable cost you incur:

- in hiring a car that meets your transport needs;
- in arranging alternative transport.

Limit 

Up to **21** days for any one incident. The cover stops before the **21** day limit when:

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



If you have Fire, Theft & Third Party Property Damage cover this cover only applies when the incident is fire or theft.



You must not arrange your own hire car unless you obtain our prior consent. If you do, then we may not pay for the full hire car costs if they are not reasonable or exceed the **21** day limit.

This section applies to your hire car



Insurance for your hire car

After arranging a hire car for you with our provider, we will cover accidental loss or damage and third party liability to the hire car under this policy during the covered hire period as if the definition of 'motorcycle' 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.



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 under 'Insurance for your hire car';
- 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.



Personal property

Applies to

Comprehensive or Fire, Theft & Third Party Property Damage cover

We cover

When your motorcycle is stolen or damaged in an incident covered by your policy, we also cover your personal property (e.g. clothing, electronic and telecommunication devices) stored in a secured storage compartment on your motorcycle is also covered for accidental loss or damage that results from the same incident.

We don't cover

- cash, smartcards, phone cards, documents able to be cashed or traded, vouchers, tickets or money orders;
- jewellery;
- riding apparel;
- tools (other than those supplied as standard by the motorcycle manufacturer or similar replacements);
- items used for business, trade or profession;
- any personal property that is not owned by you.

Limit

Up to a total of **\$500** for any one incident.



If you have Fire, Theft & Third Party Property Damage cover this cover only applies when the incident is fire or theft.



Riding apparel cover

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

We cover  We cover your riding apparel, or that of the rider or pillion passenger if, during the period of insurance it is:

- stolen by forcible entry from a secured storage compartment on your motorcycle;
- damaged when your motorcycle is damaged; or
- stolen when your motorcycle is stolen, in an incident covered by your policy.

We don't cover 

- general clothing and any non-protective clothing;
- wear and tear, or damage associated with normal use;
- riding apparel when away from your motorcycle;
- any personal property that is not owned by you.

Limit  Up to a total of **\$2,000** for any one incident.

 If you have Fire, Theft & Third Party Property Damage cover this cover only applies when the incident is fire or theft.



Emergency travel, accommodation and repairs

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

We cover  When your motorcycle has been stolen or damaged in an incident covered by your policy, we also cover:

- reasonable costs for emergency repairs to make your motorcycle roadworthy or safe in order to get your motorcycle to your destination (e.g. to a repairer or to your home);
- reasonable emergency travel and accommodation costs if your motorcycle is not roadworthy or safe to ride or has been stolen and you are more than **100km** from your home.

We don't cover  Costs related to your motorcycle breaking down (e.g. mechanical or electrical failure).

Limit  Up to a total of **\$500** for:

- emergency repairs; and
- emergency travel and accommodations costs.

 You need to provide us with all invoices and receipts.
If you have Fire, Theft & Third Party Property Damage cover this cover only applies when the incident is fire or theft.



Trailer cover

Applies to Comprehensive cover

We cover We cover accidental loss or damage to your trailer caused by an incident in the period of insurance when your trailer:

- is attached to your motorcycle;
- runs out of control after separating from your motorcycle while your motorcycle is moving.

Limit Up to a total of **\$1,000** for any one incident.



You can make a claim under this additional cover independently of a claim for loss or damage to your motorcycle.



Towing and storage costs

Applies to Comprehensive cover, Fire, Theft & Third Party Property Damage cover and Third Party Property Damage Cover (but only for Damage by uninsured drivers claims)

We cover When your motorcycle is damaged in an incident covered by your policy and your motorcycle is not roadworthy or safe to drive or needs to be held in storage, we cover the reasonable cost of:

- one tow to get your motorcycle from the scene of the incident to:
 - our nearest repairer;
 - another location nominated or agreed by us;
- storing your motorcycle.

We don't cover Storage costs for any period before your claim is lodged (unless you were not in a position to lodge the claim around the time of the incident) or after your claim is settled or declined.

Limit One tow from the scene of the incident for any one claim.



If you authorise the tow on our behalf, you need to provide us with all invoices and receipts.



If you have Fire, Theft & Third Party Property Damage cover this additional cover only applies when the incident is fire, theft or covered under Damage by uninsured drivers.



Damage by uninsured drivers

Applies to


Fire Theft & Third Party Property Damage and Third Party Property Damage cover. (If you have Comprehensive cover, your claim for damage to your motorcycle proceeds under your accidental damage cover, not this additional cover)

We cover


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

- you or the rider of your motorcycle didn't contribute to the accident (this means that the other driver was entirely at fault). You may be able to show this by providing a police report, expert reports, statement from a witness or photographs taken at the scene; and
- you can provide us with the name and address of the person at fault and the registration number of the at fault vehicle.

Limit


Reasonable cost of repairs, but no more than **\$5,000** for any one incident.



If you make a claim under this additional cover no excess applies.



! If you are unable to obtain the name and address of the person at fault and/or the registration number of the at fault vehicle, please contact us on 13 14 46.



Third party property damage cover for trailers

Applies All levels of cover

to



We cover



When your motorcycle is towing a 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 trailer;
- your trailer running out of control after separating from your motorcycle while your motorcycle is moving;
- another vehicle colliding with or trying to avoid colliding with:
 - property falling from your trailer while it is being towed by your motorcycle;
 - property being loaded or unloaded from your trailer attached to your motorcycle,

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.

We will also cover you for associated legal costs. We need to first agree to pay the legal costs before they are covered.

We don't cover



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

Limit



The most we will pay for all claims arising from any one incident for legal liability covered by this policy is **\$20 million** including all associated legal costs.



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



You can make a claim under this additional cover independently of a claim for loss or damage to your motorcycle.

6

MAKING A CLAIM

We want to be there for you in your times of need. In this section we set out how we help you when you make a claim.

MAKING A CLAIM

What you must do

- 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 ride (if it is safe to do so) or let us move your motorcycle 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 motorcycle back to the original repairer to rectify the repairs;
- if your motorcycle is a total loss, allow us or a person nominated by us, to recover, salvage or take possession of your motorcycle.



In this 'Making a claim' section 'you' means you and, if you were not riding your motorcycle, 'you' also means the rider of your motorcycle.

What you must not do

- do not admit liability or responsibility to anyone or pay for any damage before contacting us;
- do not negotiate, pay or settle a claim with anyone else before contacting us;
- do not carry out or authorise any repairs without our consent, except for emergency repairs described on page 31;
- do not dispose of any damaged parts of your motorcycle or your property without our consent;
- do not accept payment from someone who admits fault for loss or damage to your motorcycle. Refer them to us instead.

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 from you any costs and/or any monies we have paid and/or cancel your policy.

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 must also tell us as soon as possible about any demands made on you to pay compensation to others and any court actions or offers of settlement and send these to us. The quicker we receive these, the better placed we will be to protect your interests. If you do not tell us about any demands or forward any documentation from a third party it could result in further costs. You will need to pay any further costs incurred as a result of your delay in forwarding documents or failing to tell us about demands you have received.

If we decline a claim or do not pay a claim in full

When you contact us to make a claim we will assess your claim and we may need to undertake further investigation. If we decline your claim we will give you our reasons in writing.

HOW TO ESTABLISH YOUR LOSS

Establish an incident took place

When making a claim you must be able to prove that an incident covered 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.

Prove 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, credit card statements, warranties or motorcycle log books. A statutory declaration is not of itself considered acceptable evidence of proof of ownership and value. If you are unable to substantiate your claim, we can reduce or refuse to pay your claim.

How we settle your claim

If your claim for loss, theft or damage to your motorcycle is covered under your policy, we will either:

- repair the damage or replace the damaged parts of your motorcycle using one of our preferred repairers or you may choose your own repairer. If you choose your own repairer we will authorise repairs for the amount of the assessed quote from your repairer;
- pay you the amount of the assessed quote from our preferred repairer when our preferred repairer is able to complete the repair or replace the damaged parts of your motorcycle but you request a cash settlement;
- pay you the amount of the assessed quote from your repairer if our preferred repairer is unable to carry out repairs or we do not authorise repairs based upon your repairer's quote; or
- settle your claim as a total loss, see page 40 for how we settle your claim as a total loss.

For Additional covers

If we pay a claim or provide services under an additional cover, we will also settle your claim in accordance with that additional cover.

Third Party Property Damage claims

You must provide us with assistance to help us when we take action in your name to defend a claim against you from the third party who alleges that you have caused damage to their property. This assistance may include:

- providing a more detailed version of events including completing a diagram of what occurred and a statement/affidavit;
- providing copies of any photographs or video of the accident available;
- lodging a police report;
- attending court (only if required).

Your repairs (Choice of repairer)

You can choose:

- to allow us to arrange the repair of your motorcycle;
- your own repairer.

If you allow us to arrange the repairs

We will arrange the repairs to your motorcycle with one of our preferred repairers:

- if your motorcycle is not safe to ride, we will arrange to move your motorcycle to one of our preferred repairers or another facility of our choice;
- if your motorcycle is safe to ride, we will arrange a time with you to bring your motorcycle into one of our preferred repairers or another facility of our choice;
- 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.

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 ride your motorcycle (if it is safe to do so), or you must let us move it, to one of our preferred repairers or another facility agreed by us;
- the repairs will be authorised if your repairer's assessed quote meets industry standards and will result in your motorcycle being repaired safely and in a cost effective manner.

If we don't authorise repairs

If we pay you the amount of the assessed quote this means we don't authorise repairs. You will not be entitled to the lifetime guarantee on repairs that we do not authorise.



Lifetime Repair Guarantee

The quality of the workmanship and the materials authorised by GIO in the repair of your motorcycle will be guaranteed for its life. The parts used in the repair of your motorcycle will be of the same type as those explained on these pages. If you are concerned about the quality of the repair of your motorcycle, you must call us on **13 14 46** and you must make your motorcycle available to us. You must not authorise rectification work without our written authority. We will inspect the repair and arrange any necessary rectification work

Our parts policy for authorised repairs

When we authorise repairs to your motorcycle we will:

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

Parts used will:

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

However, the following conditions also apply:

Radiators

Where available we will use aftermarket parts for radiators.

Unavailable parts

Where a damaged part is no longer available, we will pay you the last known market price of that part.

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 will not pay for any additional hire car costs (beyond the cover provided by additional cover 'Hire car after theft up to **21** days' see page 29) due to the delays in the delivery of parts.

Motorcycle identification

Where your motorcycle's identification, such as its compliance, build or VIN plate or label, has been damaged, we will try to source a replacement from its manufacturer. If we cannot source it for you, we will attempt to obtain a letter from the manufacturer to confirm your motorcycle's identity and that its original identification has been damaged. We will still repair your motorcycle without replacing any damaged identification, unless an alternative form of identification is required by law.

Sub-contracting repairs

We may sub-contract, and any repairer we authorise to repair your motorcycle may sub-contract, some of the repairs. We require our sub-contractors to abide by the same service standards we uphold.

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 motorcycle, we will not:

- repair or pay to repair your motorcycle to a better standard, specification or quality existing before the loss or damage;
- fix or pay to fix a fault or defect in your motorcycle or fix or pay to fix faulty repairs, other than to the extent we are responsible for repairs we authorised;
- repair or pay to repair pre-existing damage. See 'Contribution to repairs' below.

Contribution to repairs

There may be instances where we are unable to carry out accepted repairs due to pre-existing damage to your motorcycle. Examples of this include neglect, wear and tear, weathering, rust, mould, mildew or corrosion. In these instances, we will ask you to pay for the cost of the pre-existing damage so repairs covered by this policy can be carried out safely.

If you do not want to pay these amounts, we will pay you the amount of the assessed quote from our preferred repairer for the repairs directly related to the accepted claim.

If your motorcycle has been stolen

If your motorcycle is found within **14** days of it being stolen and is damaged, follow the process of 'Your repairs (Choice of repairer)' (see page 38). You may be entitled to a hire car for up to **21** days (see page 29), and where available we can arrange the hire car for you.

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

If your motorcycle is a total loss

Your motorcycle becomes a total loss if:

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

We will also have regard to the law in relation to what is considered a write off that applies in your State or Territory when determining when a motorcycle is to be written off.

For motorcycles where the 'New motorcycle after a total loss for motorcycles less than **2** years old' cover applies, see page 28.

For all other motorcycles 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 the following where applicable, from the amount we pay you:

- excesses;
- unpaid premium including any unpaid instalments for the period of insurance;
- any unexpired registration and compulsory third party/motor accident injuries insurance (unless we decide to collect this from the relevant authority or insurer, in which case you must help us if we ask);
- any input tax credit entitlement, see page 51;
- our estimate of the salvage value;
- any excesses arising from a claim for damage to the hire car (see 'Hire car conditions' page 30).

Where we provide you with a new motorcycle you will have to pay us any of the above applicable deductions.

Motorcycles under finance

When we pay you for a total loss claim, if a credit provider has a financial interest in your motorcycle then we will pay them what they are entitled to (up to value of your claim) and pay you any balance. If the credit provider requests to retain the salvage we will settle them less the salvage value amount.

We own the motorcycle salvage

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

If a credit provider is entitled to the salvage of your motorcycle, then we will deduct our estimate of the salvage value of your motorcycle from any amount we pay.

After we pay your claim

Does your claim affect your cover?

If we repair your motorcycle or pay you the cost of repairs, your policy continues for the period of insurance. However, if we pay you the cost of repairs and you do not undertake such repairs, it may lead us to reduce or refuse to pay a future claim and/or cancel your policy.

If your motorcycle is a total loss and you are not entitled to a new replacement motorcycle (see 'New motorcycle after a total loss for motorcycles less than **2** years old' additional cover on page 28), all cover under your policy stops and your policy comes to an end. There is no refund of the premium.

Our right to recover from those responsible

If you've suffered loss or damage or, incurred a legal liability as a result of an incident covered by this policy and you make a claim with us for that incident, then we have the right and you have permitted us to take action or start legal proceedings against any person or entity liable or, who would be liable to you for the recovery of your loss.

"Your loss" means your insured, underinsured or uninsured loss or damage or legal liability, costs, payments made and expenses in relation to the incident. Any action or legal proceeding we take will be commenced either in your name, or in the name of any other person or entity that suffered your loss. We will have full discretion over the conduct and any settlement of the recovery action.

If you make a claim with us for your loss and you've already started action or legal proceedings against any person or entity liable or, who would be liable to you for your loss, then we have the right and you have permitted us to take over and continue that action or legal proceeding.

Where your loss forms part of any class or representative action which hasn't been started under our instructions, we have the right and you permit us to exclude your loss from that class or representative action for the purpose of us including it in any separate legal proceedings which are or will be started under our instructions.

You must provide us with all reasonable assistance, co-operation and information in the recovery of your loss.

This assistance may include:

- providing a more detailed version of events, including completing a diagram or statement/affidavit;
- providing us with any documents to prove your loss;
- providing copies of any photographs or footage of the incident available;
- lodging a police report or obtaining relevant documents, such as completing and lodging an application form to obtain records from the police, fire and rescue, councils and other entities (when we cannot lodge one);
- attending court or meetings with our legal/other experts (only if required);
- providing evidence and documentation relevant to your claim and executing such documents, including signed statements and affidavits which we reasonably request.

We will pay for the cost of filing the police report and relevant searches to locate the third party. We will cover the costs you incur when having to attend court up to **\$250** in total per claim.

You must not enter into any agreement, make any admissions or take any action or steps that have the effect of limiting or excluding your rights and our rights to recover your loss, including opting out of any class or representative action, unless we have given you our prior written agreement. If you do, we may not cover you under this policy for your loss.

7

HOW WE SETTLE CLAIMS – SOME EXAMPLES

These are examples only of how a claim payment might be calculated and are not part of your policy. You should read them only as a guide. Every claim is considered on an individual basis because every claim is different. Please note:

- all amounts are shown in Australian dollars and are GST inclusive;
- all examples assume that you are not registered for GST; and
- the excess amounts and may be different to the excess(es) under your policy. Refer to your certificate of insurance.

Example 1 – Total loss

Your motorcycle is 3 years old and is comprehensively insured for an amount covered of \$13,000. The standard excess in this example is \$400. Your motorcycle is damaged by hail and we assess the cost of repairs to your motorcycle will be \$11,300. The estimated salvage value of the motorcycle is \$4,200. As the combined repair costs and the salvage values exceed the amount covered, the motorcycle is determined to be a 'total loss'.

How much we pay		Additional information
Amount covered	\$13,000	When your motorcycle is damaged accidentally, it is a total loss when it is uneconomical or unsafe to repair. In this case the cost of repairs together with the estimated salvage value exceeds the amount covered of your motorcycle.
Less excess payable	-\$400	As your motorcycle has been damaged by hail, the standard excess applies. We deduct this from the amount we pay to you unless you have already paid the excess to us for this claim.
Where applicable, less registration and CTP/MAI insurance refund	-\$150	You can collect a refund from your state or territory roads authority, If instead we decide to collect the refund from the relevant authority or insurer ourselves, this amount will not be deducted from your claim.
Claim so far	\$12,450	
If your insurance was paid through monthly instalments of \$60 per month and there are four remaining monthly payments in the period of insurance when your motorcycle is damaged:		
Less outstanding premium	-\$240	The 4 x \$60 monthly repayments become due when we decide your motorcycle is a total loss. We normally deduct this from the amount we pay to you.
Total claim	\$12,210	We would normally pay this directly to you. If a credit provider has a financial interest in the motorcycle then we would normally pay your credit provider what they are owed first and pay any balance to you.

All cover on the motorcycle stops, and your policy comes to an end. There is no refund of premium. The salvage becomes our property and we are entitled to keep the proceeds of its sale. This does not affect the amount we pay you.

Example 2 – New motorcycle after a total loss

Your motorcycle is comprehensively insured for an amount covered of \$29,800. The standard excess in this example is \$400. Your motorcycle is damaged by fire and we decide your motorcycle is a total loss. Your motorcycle is less than **2** years old and you qualify for the 'New motorcycle after a total loss for motorcycles less than **2** years old' additional cover (see page 28 for full details). The cost to replace your motorcycle with a new one of the same make and model including all on road costs is \$31,300.

How much we pay		Additional information
Cost to replace your motorcycle including on road costs	\$31,300	We pay \$31,300 because your motorcycle is less than 2 years old and you qualify for the 'New motorcycle after a total loss for motorcycles less than 2 years old' additional cover (see page 28 for full details). We pay this amount directly to the motorcycle dealership.
Less excess payable	-\$400	As your motorcycle was damaged by fire the standard excess applies. You pay your excess directly to us.
Towing costs	+\$500	We arranged for your motorcycle to be towed a nominated location as the motorcycle was not able to be ridden (see page 32 for details on towing costs). The towing company has invoiced us. We will pay the towing company.
Total Claim	\$31,400	

Your policy will continue to its expiry date if we agree to continue to insure you. The salvage becomes our property and we are entitled to keep the proceeds of its sale.

Example 3 – Partial damage

You have comprehensively insured your motorcycle for an amount covered of \$12,000. The standard excess in this example is \$400. Your motorcycle is damaged whilst parked by an unidentified person or Driver. You report this to the police. We assess the repairs to your motorcycle will cost \$1,500.

How much we pay		Additional information
Damage to the motorcycle	\$1,500	Your motorcycle is repairable.
Less excess payable	-\$400	As your claim is a result of your motorcycle being damaged whilst parked by an unidentified person or driver, the standard excess applies. You pay the excess directly to us.
Total Claim	\$1,100	

Example 4 – Legal liability

Your motorcycle is insured for Third Party Property Damage cover. The standard excess in this example is \$600. You are involved in an accident causing damage to another motorcycle. We determine that you are at fault and liable to pay the cost of repairs for the damage caused to the other motorcycle. The cost of repairs to the other motorcycle is \$15,000. As you have third party property damage cover, you are not insured for the damage to your motorcycle.

How much we pay		Additional information
Damage to other motorcycle	\$15,000	We normally pay the cost of repairs directly to the third party claimant or their insurer.
Less excess payable	-\$600	As you are at fault the standard excess applies. You pay this amount directly to us before we pay the third party.
Total Claim	\$14,400	

Example 5 – Stolen motorcycle

Your motorcycle is covered for Fire, Theft & Third Party Property Damage cover. It is insured for an amount covered of \$6,000. The standard excess in this example is \$400. The motorcycle is stolen and you report this to the police.

How much we pay		Additional information
Amount covered	\$6,000	Your motorcycle is a total loss because it is stolen and unrecovered after 14 days.
Less excess payable	-\$400	As your motorcycle was stolen the standard excess applies. We deduct this from the amount we pay to you unless you have already paid the excess to us for this claim.
Where applicable, less registration and compulsory third party (CTP) refund	-\$150	You can collect a refund from your state or territory roads authority, If instead we decide to collect the refund from the relevant authority or insurer ourselves, this amount will not be deducted from your claim.
Claim so far	\$5,450	

As your motorcycle was stolen we have arranged for you to use a hire car that meets your needs for up to **21** days (see 'Hire car after theft up to **21** days' additional cover on page 29 for full details).

Plus hire car costs	+\$700	We settled your claim 14 days after you told us about your motorcycle being stolen. We pay the hire car provider for 14 days car hire calculated at \$50 per day. The hire car company has invoiced us. We will pay the hire car provider.
Total Claim	\$6,150	We would normally pay this directly to you. If a credit provider has a financial interest in the motorcycle then we would normally pay your credit provider what they are owed first and pay any balance to you.

All cover for the motorcycle stops and your policy comes to an end. There is no refund of the premium. Your motorcycle (if it is recovered) becomes our property and we keep the proceeds of its sale.

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IMPORTANT THINGS TO KNOW – OUR CONTRACT WITH YOU

In this section, we set out more important information about your contract with us, including information about your premium (including paying your premium and what happens when your premium is late), how your policy operates and responds where there are joint policyholders, how the GST affects this insurance and what happens with cancellations.

ABOUT YOUR PREMIUM

The amount you pay for this insurance is called the premium. Your premium includes any applicable GST, stamp duty, other government charges and any levies that apply. The premium will be shown on your certificate of insurance as the total amount payable or as the instalment amount.

The amount of the premium reflects our assessment of the likelihood of you making a claim and our costs of doing business. We use many factors about you and your motorcycle to calculate the premium.



Refer to the Motorcycle Insurance Additional Information Guide for more information.

Paying your premium

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

If we agree, you can pay the premium by instalments but it costs less to pay annually.

If you ask to pay the premium by automatically debiting your account or card, we will automatically continue doing so on renewal so that your policy can renew. You can contact us to stop this.

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

Late annual renewal payments

If you do not pay the premium due on renewal by the due date, you have no cover from the due date.

Late monthly instalments

If you pay your premium by monthly instalments and a monthly instalment is overdue we will let you know, and we can cancel your policy:

- by giving you at least **14** days advance notice; or
- without prior notice, once an instalment is **1** month (or more) overdue.

Joint policyholders

When you insure your motorcycle in the names of more than one person, and all of those people are named insured on your certificate of insurance, each of them is a joint policyholder and is able to request changes and otherwise deal with the policy. The reasons for this is that these joint policyholders each have an interest or ownership in the motorcycle.

We will treat a statement, act, omission, claim, request or direction (including a request to change or cancel your policy) made by one policyholder (either before you purchase this policy and during the period of insurance), as a statement, act, omission, request or direction by all policyholders. A policyholder means a named insured on your certificate of insurance.

There are, however, some exceptions to this.

During the period of insurance, we might ask all joint policyholders before we action a request or direction in relation to your policy (e.g. before we cancel your policy, reduce your cover or remove another policyholder). This way we can help protect the interests of all policyholders.

Conduct of others

When we consider a claim under this policy, we will have regard to any prejudice suffered by you or any other person entitled to benefit under this policy in relation to that claim, caused by mental illness of, substance abuse and/or an act of violence or intimidation by, another policyholder or person entitled to benefit under this policy. In doing this, we may meet the claim when we are not legally required to do so. If we do, we will limit the claim in relation to the person claiming to an amount which is fair in the circumstances. However, this does not apply if we are relying on the below exclusion to reduce or refuse a claim under your policy:

- Alcohol, drugs, medication (see page 18).

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 motorcycle 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.

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.

What happens with cancellations

Cancellation by you

You can cancel this policy at any time. For each motorcycle cover cancelled, you will be refunded the unexpired portion of the premium attributable to that motorcycle cover (including GST if applicable), less any non-refundable government charges. We will not give a refund if the refund due is less than **\$10** (GST inclusive). 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 due and payable.

Cancellation by us

We can cancel your policy where the law allows us to do so. For each motorcycle cover cancelled, you will be refunded the unexpired portion of the premium attributable to that motorcycle cover (including GST if applicable), less any non-refundable government charges. We will not give a refund if the refund is less than **\$10** (GST inclusive). If we cancel your policy due to fraud, we will not refund any money to you.

9

WHAT TO DO IF YOU HAVE A COMPLAINT AND OTHER IMPORTANT INFORMATION

We will always do our best to provide you the highest level of service but if you are not happy, here is what you can do.

HOW TO CONTACT US WITH A COMPLAINT

Let us know

If you experience a problem, are not satisfied with our products or services or a decision we have made, let us know so that we can help.

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

Complaints can usually be resolved on the spot or within **5** business days.

Review by our Customer Relations Team

If we are not able to resolve your complaint or you would prefer not to contact the people who provided your initial service, our Customer Relations team can assist:

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

Customer Relations will contact you if they require additional information or if they have reached a decision.

When responding to your complaint you will be informed of the progress of and the timeframe for responding to your complaint.

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 Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers. Any determination AFCA makes is binding on us, provided you also accept the determination. You do not have to accept their determination and you have the option of seeking remedies elsewhere.

AFCA has authority to hear certain complaints. Contact AFCA to confirm if they can assist you.

You can contact AFCA:

- By Phone:** **1800 931 678**
 - By Email:** info@afca.org.au
 - In writing:** Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001
 - By visiting:** www.afca.org.au
-

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 Vehicle 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.

Report insurance fraud

Insurance fraud is not a victimless crime. It imposes additional costs on honest policyholders and wastes the valuable resources of our community. This means it affects everyone.

We actively pursue fraudulent and inflated claims in order to keep your premiums as low as possible. Fraudulent claims will be investigated and may be reported to the police.

Help us fight insurance fraud by reporting:

- inflated vehicle or home repair bills;
- staged vehicle or home incidents;
- false or inflated home or vehicle claims;
- home or vehicle fires which may be intentionally started, including by someone known to you.

To report suspected insurance fraud call: 1300 881 725.

Let's work together to reduce the impact of insurance fraud on the community.

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10

WORDS WITH SPECIAL MEANINGS

Some words in this policy have a special meaning. It is important to read this section because it can impact how your policy is interpreted.



If a word does not have a special meaning then it just has its ordinary meaning

Accessories

see page 16.

Aftermarket part

means a vehicle part that is not sourced from the vehicle's manufacturer.

Amount covered

when used in relation to your motorcycle, it is the maximum amount we will pay for loss or damage to your motorcycle in any one incident unless we say otherwise in your policy. It includes the value of any accessories and modifications that are fitted to your motorcycle, registration and compulsory third party/motor accident injuries insurance. Deductions may apply, see page 41 for amounts that are deducted on a total loss settlement. The amount covered is shown on your certificate of insurance or otherwise in this policy and includes GST.

Assessed quote

means an experienced motor vehicle assessor we appoint assesses the quote from our preferred repairer or the quote obtained from your own repairer (e.g. when our preferred repairer cannot complete the repairs or you choose your own repairer), to make sure it meets industry standards including appropriateness of materials, repair method, labour costs, material costs, safety and overall cost effectiveness of the repairs. The quote may be adjusted or reduced on the recommendation of the assessor. This assessed quote to repair or replace the damaged parts of your vehicle may be less than what it would cost you to arrange the repairs with your own repairer, or equal to or less than the amount of repairs quoted by your repairer or that you have paid. We are able to secure supplier discounts from our preferred repairers.

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.

Excess

see page 13.

Family

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

- your spouse, partner or de facto;
- your parents (including legal guardians), parents-in-law, grandparents;
- your 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.

Inexperienced rider

see page 13.

Incident or event

is a single event, accident or occurrence which you did not intend or expect to happen and that is not excluded by your policy. A series of incidents attributable to one source of originating cause is deemed to be the one incident.

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 rider

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

Loss and/or damage

means physical loss or physical damage.

Market value

the amount that the market would pay for the motorcycle (or hire car). The market value of the motorcycle (or hire car) includes many factors such as age, make, model, kilometres travelled and general condition of the motorcycle (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/motor accident injuries insurance, stamp duty and transfer fees, dealer warranty costs or dealer delivery.

Modifications

see page 16.

Motorcycle

see page 16.

Motorcycle Insurance Additional Information Guide

see page 7.

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.

Private use

means if not used in connection with earning any income. Travel to and from your place of work is private use.

Riding apparel

means any items of riding apparel or protective clothing worn specifically for motorcycle riding. Includes helmets, gloves, riding jackets, pants and boots, and any other motorcycle specific gear such as body armour and knee guards (see 'Riding apparel cover' on page 31).

Total loss

see page 40.

Unattended

means you are not capable of keeping your motorcycle under observation or observe an attempt to interfere with it.

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 motorcycle at the time of the incident.

We, our, us and GIO

means AAI Limited ABN 48 005 297 807 trading as GIO.

You, your

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

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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 on the web at gio.com.au

Who we are

This insurance issued by AAL Limited

ABN 48 005 297 807

AFSL No. 230859 trading as GIO

