

Form G
Commonwealth of Australia
Competition and Consumer Act — subsection 93 (1)
NOTIFICATION OF EXCLUSIVE DEALING

To the Australian Competition and Consumer Commission:

Notice is hereby given, in accordance with subsection 93 (1) of the *Competition and Consumer Act 2010*, of particulars of conduct or of proposed conduct of a kind referred to subsections 47 (2), (3), (4), (5), (6), (7), (8) or (9) of that Act in which the person giving notice engages or proposes to engage.

PLEASE FOLLOW DIRECTIONS ON BACK OF THIS FORM

1. Applicant

(a) Name of person giving notice:

N96826 AAI Limited ABN 48 005 297 807 trading as:

- Suncorp Insurance;
- GIO; and
- Vero Insurance

(referred to as "the Insurer") on and from 1 July 2013.

(b) Short description of business carried on by that person:

General insurance.

(c) Address in Australia for service of documents on that person:

c/o Michelle Bain
Senior Lawyer
Suncorp Group
Level 27
20 Bond St
SYDNEY NSW 2000

2. Notified arrangement

(a) Description of the goods or services in relation to the supply or acquisition of which this notice relates:

Benefits offered to holders of GIO, Suncorp, Vero and Resilium comprehensive motor vehicle insurance policies issued by the Insurer via its Personal Insurance business.

(b) Description of the conduct or proposed conduct:

1. Pursuant to the terms of the Insurer's GIO, Suncorp, Resilium and Vero comprehensive motor vehicle insurance policies that are issued by the Insurer's Personal Insurance business ("Policies"), the customer is entitled to a hire car if the customer's vehicle is stolen or is being repaired where a hire car is available and within a reasonable distance of the customer's location, for a specified period following the incident.
2. The conduct the subject of this application involves the Insurer offering a hire car with varying benefits depending on whether the customer uses a hire car provider nominated by the:
 - Insurer,
 - customer, where the hire car provider is approved by the Insurer, or
 - customer, where the hire car provider is not approved by the Insurer.

This conduct is more particularly described below:

- 2.1 the Insurer's Policies will provide the customer with the option of using a hire car provider nominated by the Insured ("Nominated Hire Car Provider"), or using a hire car provider of the customer's choice;
- 2.2 where the customer chooses to use a hire car from a Nominated Hire Car Provider, the Insurer will directly arrange and pay for the hire car. Depending on the arrangement that the Insurer has with the particular Nominated Hire Car Provider, the Insurer may either:
 - 2.2.1 extend the customer's Policy to cover loss or damage to, or loss or damage caused by, the hire car (and the standard insurance that the Nominated Hire Car Provider normally provides to customers will not be provided). In the event of a claim involving the hire car, the customer is required to lodge the claim with, and pay the excess that applies under the customer's Policy to, the Insurer; or

2.2.2 not extend the customer's Policy to cover loss or damage to, or loss or damage caused by, the hire car. Rather, the standard insurance that the Nominated Hire Car Provider normally provides will apply. In the event of a claim involving the hire car, the customer is required to lodge the claim with, and pay the excess to, the Nominated Hire Car Provider. The Insurer may then pay the customer the difference between the Nominated Hire Car Provider excess and the standard excess that applies under the customer's Policy, together with any other amount the customer is liable for where the Nominated Hire Car Provider's standard insurance does not respond and which would have been covered under the customer's Policy in the circumstances.

2.3 where the customer holds a GIO, Resilium or Suncorp Policy and chooses to use a hire car from a provider of their choice:

2.3.1 and the Insurer agrees with the customer's choice of provider, the Insurer will reimburse the customer the reasonable hire car costs* incurred by the customer (including the cost of the standard insurance arranged and issued by that hire car provider). In the event of a claim involving the hire car, the customer is required to lodge the claim with, and pay the excess to, the hire car provider. The Insurer will then pay the customer the difference between the hire car provider's standard excess and the excess that applies under the customer's GIO, Resilium or Suncorp Policy, together with any other amount the customer is liable for where the hire car provider's standard insurance does not respond and which would have been covered under the customer's GIO, Resilium or Suncorp Policy in the circumstances;

2.3.2 and the Insurer does not agree with the customer's choice of provider, the Insurer will pay the customer the amount it would have incurred had the customer used a Nominated Hire Car Provider (including the

* The Insurer will not reimburse any additional cost incurred by a customer to reduce the excess that is payable under the insurance provider by the hire car provider, or to obtain any other non-standard benefit under a hire contract that is arranged by the hire car provider. There is a daily limit specified in the Resilium policy.

cost of standard insurance arranged and issued by that hire car provider). In the event of a claim involving the hire car, the customer is required to lodge the claim with, and pay the excess to, the hire car provider. The Insurer will not pay towards the cost of any claim involving the hire car (including any difference between the hire car provider's standard excess and the excess that applies under the customer's GIO, Resilium or Suncorp Policy, or any other amount the customer is liable for where the hire car provider's standard insurance does not respond).

B. Vero Policy

- 2.4 where the customer holds a Vero Policy and chooses to use a hire car from a provider of their choice the Insurer will only pay up to a daily and aggregate rate as specified in the Vero Policy. In the event of a claim:
- 2.4.1 if the Insurer agrees with the customer's choice of provider, the customer is required to lodge the claim with, and pay the excess to, the hire car provider. The Insurer will then pay the customer the difference between the hire car provider's standard excess and the excess that applies under the customer's Vero Policy, together with any other amount the customer is liable for where the hire car provider's standard insurance does not respond and which would have been covered under the customer's Vero Policy in the circumstances; or
 - 2.4.2. if the Insurer does not agree with the customer's choice of provider, the customer is required to lodge the claim with, and pay the excess to, the hire car provider. The Insurer will not pay towards the cost of any claim involving the hire car (including any difference between the hire car provider's standard excess and the excess that applies under the customer's Vero Policy, or any other amount the customer is liable for where the hire car provider's standard insurance does not respond).
- 2.5 In each case, the customer is required to enter into an agreement with the hire car provider and pay to them any fuel security bond that may be required.

2.6 Suncorp Insurance Services Limited, a related body corporate of the Insurer, has entered into an agreement with Hertz Australia Pty Limited ABN 31 004 407 087, appointing Hertz as a Nominated Hire Car Provider in respect of car insurance products issued by its related bodies corporate on a non-exclusive basis. The arrangement with Hertz provides that Suncorp Insurance Services Limited will indemnify Hertz in the event of a claim involving the hire car, which is the basis behind the Insurer extending the customer's GIO, Resilium or Suncorp Policy to cover loss or damage to, or loss or damage caused by, the hire car (as described in clause 2.2.1). Other hire car providers may also be appointed as a Nominated Hire Car Provider going forward, under the terms of a hire car insurance arrangement described at paragraph 2.2.1 or 2.2.2.

2.6 While the customer is not disadvantaged in terms of:

2.6.1 their entitlement to use a hire car regardless of which option the customer chooses; and

2.6.2 the hire car being insured, which is either provided under the customer's Policy with the Insurer, or as provided by the hire car provider and reimbursed by the Insurer;

the customer may receive a benefit in the event of a claim involving the hire car if:

2.6.3 the customer uses a hire car supplied by the Nominated Hire Car Provider; or

2.6.4 the customer uses a hire car provider of their choice that the Insurer agrees to;

as described below.

3. *Benefits in using a hire car supplied by the Nominated Hire Car Provider:*

3.1 In using a hire car supplied by a Nominated Hire Car Provider, the customer will enjoy the convenience of not having to arrange and pay for a hire car and seek reimbursement from the Insurer.

3.2 In the event of a claim involving loss or damage to, or loss or damage caused by, the hire car, where the arrangement with the Nominated Hire Car Provider is such that:

3.2.1 the insurance arrangement specified in paragraph 2.2.1 applies (by virtue of the arrangement between the Insurer and the Nominated Hire Car Provider), the customer will also enjoy more favorable insurance terms when they use a hire car supplied by the Nominated Hire Car Provider when compared to the standard insurance that is provided by other hire car providers generally. Specifically, the customer is covered for all loss or damage to, or loss or damage caused by, the hire car provided by the Nominated Hire Car Provider – without any limitations or exclusions applying (apart from the standard excess, as discussed below). Conversely, the standard insurance terms and conditions provided by other hire car providers generally include limitations and exclusions on cover. Further, the standard excess that applies when using a Nominated Hire Car Provider is significantly lower than the standard excess that would apply under an insurance policy arranged by another hire car provider generally.

3.2.2 the insurance arrangement specified in paragraph 2.2.2 applies (by virtue of the arrangement between the Insurer and the Nominated Hire Car Provider), the customer will also enjoy more favorable insurance terms when they use a hire car supplied by the Nominated Hire Car Provider when compared to the standard insurance that is provided by other hire car providers generally. Specifically, the customer is covered (on a reimbursement basis, being the difference between the standard cover and excess that is normally provided by the Nominated Hire Car Provider to its customers, and the cover that applies under the customer's Policy with the Insurer) for loss or damage to, or loss or damage caused by, the hire car – to the extent that such loss or damage would have been covered under the customer's Policy with the Insurer in the circumstances. Conversely, the standard insurance terms and conditions provided by other hire car providers generally include greater limitations and exclusions on cover. Further, the standard excess that applies when using a Nominated Hire Car Provider (on a reimbursement basis) is significantly lower than the standard excess

that would apply under an insurance policy arranged by another hire car provider generally.

4. *Benefits in using a hire car supplied by a provider of the customer's choice that the Insurer agrees to:*
 - 4.1 In using a hire car supplied by a provider of the customer's choice that the Insurer agrees to, the customer is required to arrange and pay for the hire car themselves. The customer is entitled:
 - 4.1.1 for GIO, Resilium and Suncorp Policies, to reimbursement of the reasonable hire car costs (including the cost of insurance) from the Insurer (with the Resilium Policy imposing a daily limit); or
 - 4.1.2 for Vero Policies, a specified maximum daily and aggregate amount in respect of hire car costs from the Insurer.
 - 4.2 In the event of a claim involving loss or damage to, or loss or damage caused by, the hire car, the insurance arrangement specified in paragraph 2.3.1 applies for GIO, Resilium and Suncorp Policies and the insurance arrangement specified in paragraph 2.4.1 applies for Vero Policies. The customer will also enjoy more favorable insurance terms when the Insurer agrees to the customer's choice of hire car when compared to the standard insurance that would be provided by hire car providers generally. Specifically, the customer is covered (on a reimbursement basis, being the difference between the standard cover that is provided by the hire car provider to its customers, and the cover that applies under the customer's Policy with the Insurer) for loss or damage to, or loss or damage caused by, the hire car – to the extent that such loss or damage would have been covered under the customer's Policy with the Insurer in the circumstances. Conversely, the standard insurance terms and conditions provided by the hire car provider generally include greater limitations and exclusions on cover. Further, the standard excess that applies when using a hire car provider approved by the Insurer (on a reimbursement basis) is significantly lower than the standard excess that would apply under an insurance policy arranged by the customer's choice of hire car provider generally.

3. Persons, or classes of persons, affected or likely to be affected by the notified conduct

(a) Class or classes of persons to which the conduct relates:

Persons with Suncorp, GIO, Resilium or Vero comprehensive motor vehicle insurance policies that are issued by the Insurer through its Personal Insurance business. Some GIO, Resilium and Vero commercial motor and fleet comprehensive policies are issued by the Insurer through its Commercial Insurance business and they are not intended to be covered by this notification.

(b) Number of those persons:

(i) At present time:

Approximately:

- Suncorp Insurance – 550,000;
- GIO– 560,000;
- Resilium – 37,000; and
- Vero Insurance – 61,000.

(ii) Estimated within the next year:

No significant changes are expected to the above.

(c) Where number of persons stated in item 3 (b) (i) is less than 50, their names and addresses:

Not applicable.

4. Public benefit claims

(a) Arguments in support of notification:

In addition to the benefits described above, other benefits are as follows:

- the customer is provided with continuity of use of a vehicle, and the inconvenience caused by the accident or theft is reduced,
- the arrangement is likely to increase competition in the insurance industry (including the hire car provider insurance market), as it may encourage competitors in this market to offer similar benefits to their customers;
- the Insurer will make the necessary arrangements with the Nominated Hire Car Provider on behalf of the customer, and the invoice is issued directly to the Insurer;

- the Insurer's arrangement with a Nominated Hire Car Provider will require it to provide certain benefits to customers that are generally not otherwise available under other hire car provider's standard terms, including:
 - the provision of a hire vehicle to the customer within two hours of request;
 - upgrade to a larger vehicle if the standard vehicle is unavailable, at no cost to the customer;
 - late return fee conditions are not as stringent; and
 - a hire vehicle will be available to drivers with provisional licences or drivers who are under the age of 21, and without any additional surcharge.
- the arrangement also has the potential to foster business efficiency, and improve product quality.

(b) Facts and evidence relied upon in support of these claims:

The following table provides a comparison between the standard excesses applicable under insurances arranged by hire car providers generally, and the standard excesses applicable under the policies provided by the Insurer in New South Wales:

Insurance brand / provider:	Standard excess:
Suncorp Metway	\$600
GIO	\$600
Resilium	\$600
Vero Insurance	\$600
Hertz	\$2200
Budget	\$2750
Avis	\$2915
Thrifty	\$3300
Europcar	\$3850
Redspot	\$3300

In addition, attached to this Notification is a copy of the GIO Motor Vehicle Insurance policy, which can be compared with the cover and limitations that are applicable to the standard Hertz hire contract, and which are also attached to this Notification.

5. Market definition

Provide a description of the market(s) in which the goods or services described at 2 (a) are supplied or acquired and other affected markets including: significant suppliers and acquirers; substitutes available for the relevant goods or services; any restriction on the supply or acquisition of the relevant goods or services (for example geographic or legal restrictions):

The relevant market likely to be affected is the market for comprehensive motor insurance products.

The other market that may be affected is the market for providers of hire cars.

The Insurer distributes its insurance products both directly to the public, and via the broker networks. These products are available nationally.

Similar motor vehicle insurance products can be purchased from a range of competitors to the Insurer.

The Insurer's market share of comprehensive motor vehicle insurance of the market within Australia is as follows:

- Suncorp Insurance* – 5.2%;
- GIO*– 4.7%;
- Resilium – 0.4% and
- Vero Insurance – 0.6%.

6. Public detriments

*(a) Detriments to the public resulting or likely to result from the notification, in particular the likely effect of the notified conduct on the prices of the goods or services described at 2 (a) above and the prices of goods or services in other affected markets:
(Refer to direction 9)*

The Insurer is unaware of any detriment to the public that is likely to result from the notified conduct described in item 2(a), particularly given that:

- customers are not prevented from obtaining services from a hire car provider of their choice, and the cost of the hire car

* **Source:** Roy Morgan Single Source (Australia), Total Vehicle Insurance excluding CTP, 6 months to March 2013 Base: Australians 18+

including the cost of obtaining insurance arranged by that hire car provider is also reimbursed by the Insurer.

- there is no premium discrimination involved in the Insurer's conduct. That is, the Insurer does not propose to offer a discount on an insurance premium on condition that the customer will subsequently obtain the services of the Nominated Hire Car Provider in the event of a claim.
- there are a number of substitute insurance products available to potential customers of the Insurer.
- the conduct would result in a cost saving to customers who use the Nominated Hire Car Provider in the event of a claim for loss or damage to, or loss or damage caused by, the hire car. This would also serve to increase competition in the market.
- the cost of the products specified at 2(a) above will not increase as a result of this arrangement.

Given that a relatively small section of the public will be affected by the arrangement, and the temporary nature of the benefit, the section of the hire car market affected by this arrangement is also likely to be small when compared to the total size of the hire car supply market. Consequently, it is unlikely that the arrangement would be seen as leading to any meaningful lessening of competition in that market. It is also likely that the benefits offered to customers under the arrangement would be seen as more significant than any consequential lessening of competition in the hire car market.

(b) Facts and evidence relevant to these detriments:

The Hire Car benefit in the attached GIO Motor Vehicle Insurance policy specifies the terms and conditions of the arrangement and which demonstrates that customers will have the option of using a hire car provider of their choice or the Nominated Hire Car Provider. Similar or identical wording is used in the Suncorp and Vero policies except to the extent identified above.

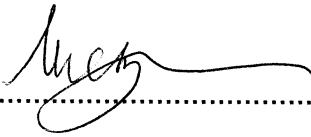
7. Further information

(a) Name, postal address and contact telephone details of the person authorised to provide additional information in relation to this notification:

Michelle Bain
Senior Lawyer
AAI Limited
Level 27
20 Bond St
SYDNEY NSW 2000
Telephone: (02) 8121 0826
Email: michelle.bain@suncorp.com.au

Dated..... 20 June 2013

Signed on behalf of the applicant

.....

.....
(Signature)

Michelle Bain
(Full name)

AAI Limited
(Organisation)

Senior Lawyer
(Description)

Motor Vehicle Insurance

Product Disclosure Statement



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Introduction

Welcome to GIO Motor Vehicle Insurance

What is a Product Disclosure Statement?

This Product Disclosure Statement (PDS) is an important legal document that contains details of your motor vehicle insurance if you purchase this product from us. Before you decide to buy this insurance from us, please read this PDS carefully. If you purchase this product, please keep this PDS with your certificate of insurance in a safe place.

Throughout this PDS you will be referred to a guide called: Premiums, Excesses, Discounts and Claim Payments Guide. This guide is available at gio.com.au/moredetails. You can also obtain a copy of this guide on request, at no charge, if you contact us on **13 10 10**.

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 obtain a copy of any updated information 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 or by the certificate of insurance.

Cooling off period

After you take out this insurance or 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 cancel your insurance within **21** days from the day cover began or was renewed. We will then refund in full any money you have paid.

Who is this product designed for?

This insurance product is specifically designed for owners of passenger cars (including 4WDs, utilities and vans), motorcycles, caravans and trailers.

Your full and correct disclosure of facts

You must comply with the duty of disclosure (see meaning on page 56) when you apply for this insurance. We will ask you for information about your vehicle, you and the drivers of your vehicle, which is used by us to consider your insurance application and calculate your premium. You must answer our questions honestly and tell us anything you or a reasonable person in the circumstances would include in their answer. Your answers apply to you and anyone else to be covered by your policy.

Joint policyholders

When you insure your vehicle in the names of more than one person, each person is a joint policyholder and is able to make changes that we agree with to your policy. We will treat a statement, act, omission, claim or request to alter or cancel your policy made by one as coming from 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 a person or particular matter. For example, we may not be able to cover certain drivers because of the type of vehicle that is insured. Any imposed special conditions will be listed on your current 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 'Terms explained' section on page 55.

Summary of features and benefits

Below is a list of some of the policy features and benefits available depending on the type of cover you choose and the type of vehicle you are insuring. It is a guide only. For full details of what is covered and not covered and for any limits that apply, please read your certificate of insurance and this PDS carefully, including 'What is not covered under any part of your policy – general exclusions' on pages 40 to 43.

Feature or benefit	Cars only	Cars and motorcycles	Cars only	Cars and motorcycles	Caravans and trailers
	GIO Platinum	Comprehensive	Fire, theft & third party property damage	Third party property damage	
Accidental damage to your vehicle	✓	✓	✗	✗	✓
Fire and theft	✓	✓	✓	✗	✓
Storm, hail, flood	✓	✓	✗	✗	✓
Lifetime new car replacement	✓	✗	✗	✗	✗
Hire car	✓	✓ ¹	✗	✗	✗
New vehicle after a total loss for vehicles less than 2 years old	✓ ²	✓	✗	✗	✗
Personal property in your vehicle	✓	✓	✓ ³	✗	✗
Hire car after theft	N/A ⁴	✓ ⁵	✓	✗	✗
Choice of repairer	✓	✓	✗	✗	✓
24/7 Australia wide claims service	✓	✓	✓	✓	✓
7 day repair guarantee	N/A ⁴	✓ ⁶	✗	✗	✗
Lifetime guarantee on authorised repairs	✓	✓	✓	✓	✓
Liability cover for damage to other people's property	✓	✓	✓	✓	✓
Windscreen cover	✓	✓ ¹	✗	✗	✗
Taxi fare cover	✓ ⁵	✓ ⁵	✓ ⁵	✓ ⁵	✗

- 1 Optional cover for cars only.
- 2 Not available if you are eligible to claim under the 'Lifetime new car replacement' feature. See page 17 for details.
- 3 Applies to fire and theft claims only.
- 4 Not applicable if you have GIO Platinum cover as the 'GIO Platinum hire car' feature applies.
- 5 Available for cars only. Other limitations apply. See page 22 or 24 for details.
- 6 Available for cars only that can be safely driven to an assessment centre. Other conditions apply. See page 19 for more details.

About your premium

The premium is the amount you pay us for this insurance and it includes stamp duty, GST, other government charges and fire services levy (FSL) that applies. Your premium is shown on your certificate of insurance.

In addition to your sum insured, we use many factors about you and your vehicle to work out your premium. These are called premium factors. The premium factors we use reflect the likelihood of you making a claim together with other factors related to our cost of doing business.

In addition to the factors we use to calculate your premium, the discounts you qualify for also affect your premium. Your premium includes any discounts you qualify for and these are applied before adding applicable government charges.

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 can pay in one annual payment or if we agree, by monthly instalments.

Unless we tell you, any payment reminder we send you does not change the expiry or due date. If you do not pay the premium in full, 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. For annual policies if a refund of **\$5** or more is due to you, including as a result of any policy change or cancellation, we will send you a cheque or credit your payment card account. For monthly instalment policies any refund or extra premium required as a result of any policy changes will be distributed amongst your remaining instalments in the 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.

You must pay the premium by the due date to be covered by this policy. If you pay your premium late, we may reject your payment and your policy will cease from the due date. If we accept your late payment, we might re-commence your cover from the date we receive your payment. If so, you will have no cover for the period from the due date until the date of payment.

Overdue instalments

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

- refuse to pay a claim if payment is **14** days (or more) late;
- cancel your policy without notifying you in advance if payment is **1** month (or more) late.

In the event of a total loss any unpaid premium or remaining instalments in the period of insurance will be deducted from your final payment (see page 52 for details).

More details

For further details on how we work out your premium and for information about some of the discounts you may be eligible for, please refer to our Premiums, Excesses, Discounts and Claim Payments Guide available at gio.com.au/moredetails. A copy of this guide can be provided to you on request at no charge, if you contact us on **13 10 10**.

About our fees

Cancellation fee

If you cancel your cover in the period of insurance, we will charge a cancellation fee of **\$30** (plus relevant government charges) for each vehicle insured. The most we will charge you is **\$60** (plus relevant government charges) if you cancel a policy covering more than **1** vehicle.

A cancellation fee will **not** apply if:

- you are transferring cover to another motor vehicle policy with us;
- you are moving to an area where we do not offer insurance;
- you cancel cover within the cooling off period;
- we cancel cover for any reason.

The fee is deducted from any refund we send you. If the refund is less than the fee, a refund will not be issued and we will not charge you an additional amount to cover the difference.

For policies paid by the month, no refund will be issued.

Pay by the month fee

If you choose to pay by the month, there is a monthly fee of **\$5** (inclusive of government charges) and this is included in your monthly payment.

Your monthly payment equals your premium divided by the number of months in the period of insurance.

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

You must inform us of the extent to which you are entitled to an input tax credit (ITC) for the GST amount each time that you make a claim under this policy. No payment will be made to you for any GST liability that you may have on the settlement of a claim if you do not inform us of your entitlement or correct entitlement to an input tax credit.

GST has an impact on the way in which claim payments are calculated under your policy. We will calculate the amount of any payment we make to you having regard to your GST status.

In respect of loss or damage to your vehicle, if we decide that your vehicle is a total loss and your certificate of insurance shows that you have agreed value cover, we will not deduct any input tax credit entitlement from the amount of the agreed value shown on your certificate of insurance.

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

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 particular circumstances.

Your responsibilities

You must:

- › keep your vehicle in a roadworthy condition (e.g. replace worn out tyres, brakes and defective lights). See 'What is not covered under any part of your policy – general exclusions' on page 40 for exclusions that may apply;
- › take all reasonable precautions to prevent theft, for example:
 - › remove keys when no one's in your vehicle;
 - › lock all doors and windows when your vehicle is parked and unattended;
 - › accompany anyone test driving your vehicle when it's for sale.
- › keep your vehicle well maintained and in good condition (e.g. fixing paint problems, major rust, worn upholstery and unclaimed major scratches or dents);
- › service your vehicle 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.

When you need to contact us

Changes in your details and vehicle

You need to tell us immediately if any details on your certificate of insurance are no longer accurate. For example, you change:

- › your address;
- › the place where you keep your vehicle;
- › the drivers of your vehicle;
- › the way you use your vehicle (vehicle use, see page 58 for more details).

Changes at renewal each year

You must tell us at each renewal if you or any listed drivers of your vehicle have had changes to their:

- › driving or insurance history;
- › criminal history related to fraud, theft, burglary, drugs, arson, criminal, malicious or wilful damage.

Vehicle changes and modifications

You must contact us if you make any changes or modifications to your vehicle after you take out this insurance, for example:

- you replace your vehicle (see the 'Replacing your vehicle' feature on page 25 where we give **14** days cover on your replacement vehicle);
- there are changes to the physical condition of your vehicle;
- you plan to or have added modifications to your vehicle (see page 9 for details);
- you fit accessories to your vehicle that we do not automatically cover (see page 9 for details).

What we will do when you contact us

When you contact us and tell us about these changes, we may decide to impose an additional 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.

What is the No Claim Discount (or Rating)?

A No Claim Discount (NCD) (also known as a Rating) is a discount off your GIO Platinum or Comprehensive premium as a reward for your good driving and insurance history. On each renewal, your discount will increase providing you haven't made any claims that affect your NCD. Your NCD will keep increasing until you reach the maximum discount level. If you are eligible your NCD is shown on your certificate of insurance.

Maximum No Claim Discount/Rating 1 for life

A maximum NCD/Rating 1 for life guarantees that while you remain insured with us on GIO Platinum or Comprehensive cover, your NCD will not be reduced, no matter how many claims you make. If you are eligible for this it will be shown on your certificate of insurance. Maximum NCD/Rating 1 for life is only available for cars with GIO Platinum or Comprehensive cover.

We give you a maximum NCD/Rating 1 for life at no extra cost, if you have had no at fault claims in the past **3** years and have held a maximum NCD or Rating 1 for at least the past **12** months with your previous insurer.

We have the right to alter the terms of cover for maximum NCD/Rating 1 for life, including excess, premiums and acceptance of cover according to our underwriting rules.

Protect your No Claim Discount

If you do not qualify for a maximum NCD/Rating 1 for life, you can still protect your NCD (see page 28 for details). The option to protect your NCD is only available for cars with GIO Platinum or Comprehensive cover.

What is the Family discount?

We give you a discount off your Comprehensive premium if:

- you and any listed drivers are under **26** years of age and have not had any at fault claims or accidents in the past **5** years; **and**
- at least one of your parents has a current GIO Platinum or Comprehensive car insurance policy with us on a maximum NCD with no at fault claims in the past **12** months; **and**
- both your policy and your parent's policy cover a car.

When you apply for insurance with us, you must tell us your parent's policy number so we can verify your parent's policy. If you do not provide this, we will not be able to consider your eligibility for the Family discount.

The Family discount will be removed at renewal if you:

- make a claim that would normally reduce your NCD during the period of insurance (see page 53); **or**
- become eligible for the maximum NCD.

If you have the Family discount, you are not eligible for:

- maximum NCD/Rating 1 for life;
- NCD protection option (see page 28); **or**
- any other additional discounts as a result of your driving or claims history.

More details

For further details on discounts you may be eligible for, please refer to our Premiums, Excesses, Discounts and Claim Payments Guide available at gio.com.au/moredetails. A copy of this guide can be provided to you on request at no charge, if you contact us on **13 10 10**.

About your cover

About your vehicle

What we cover as your vehicle

Your vehicle is described on your certificate of insurance. It will be either a car, motorcycle, caravan or trailer and will include the standard manufacturer's options and any other options, accessories and modifications that you have told us about and that are shown on your certificate of insurance.

If your vehicle is a car, it also includes:

The following accessories are covered as part of your car and are included in your sum insured if they are in or on your car:

- child restraints (up to **\$500** per item e.g. baby capsules, car seats, booster seats, lap/sash belts);
- radio, audio and video systems (fitted as standard by the manufacturer);
- GPS navigation systems permanently fixed and wired into your vehicle (fitted as standard by the manufacturer);
- tools (supplied as standard by the manufacturer or similar replacements);
- decorative wheel rims and tyres;
- window tinting, weather shields, louvres and sunshades;
- side steps and spare wheel cover;
- steering lock, car alarm and immobiliser;
- steering wheel covers, seat covers, dash mats and floor mats;
- cruise control;
- bull bar, tow bar, roof racks, racks for carrying bicycles, canoes and kayaks;
- roof top cargo carriers and internal cargo barrier;
- registration plate covers;
- bonnet and headlight protectors, protective mouldings and mud flaps;
- paint and rust protection;
- signage (up to **\$300**) and pin-striping;
- fire extinguisher.



A **car** means: any passenger motor vehicle with a carrying capacity up to **2** tonnes, including 4WDs, utilities and vans.

If your vehicle is a motorcycle, it also includes:

Motorcycle helmets, gloves, or associated riding clothes up to a maximum of **\$500** in total (if we pay a claim covering your motorcycle).

If your vehicle is a caravan or trailer, it also includes these fixtures and fittings:

- annexes which are not in use and locked in your caravan or camper trailer. To cover annexes that are in use see 'Optional cover for caravans and trailers' on page 39 for more details;
- retractable awnings permanently attached to your caravan or camper trailer;
- tropical and free standing roofs and garden sheds located on the site of the insured unregistered on-site caravan;
- stoves and ovens;
- electrical or gas appliances and air conditioners;
- furniture, fly screens and curtains and their fittings;
- water tanks and pumps;
- generator plant and bottled gas cylinders;
- solar panels.

What are accessories?

An accessory is an addition to your vehicle which does not enhance the performance or change the structure of the vehicle. Some accessories are automatically covered as part of your vehicle (see page 8 and 9).

You must tell us about accessories that are not covered as part of your vehicle

Not all accessories are automatically covered as part of your vehicle and you must tell us about them, including those added by previous owners, as this may affect our decision to insure you.

You can ask us to insure accessories which are not automatically covered as part of your vehicle.

If we agree we will list the accessories on your certificate of insurance. An extra premium and an additional vehicle excess may also apply (see page 6 for details). If an accessory is not automatically covered as part of your vehicle, or is not listed on your certificate of insurance, it is not covered.

What are vehicle modifications?

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

Examples of modifications include modified:

- engines (e.g. increased capacity);
- body shape and body kits;
- performance exhaust systems;
- suspension;
- fuel systems (e.g. LPG);
- wheel rims (e.g. mag wheels).

You must tell us about your modifications

Vehicle modifications are not automatically covered as part of your vehicle and you must tell us about them, including those made by previous owners, as this may affect our decision to insure you.

If we agree to insure vehicle modifications as part of your vehicle, we will list the modifications on your certificate of insurance. An extra premium and an additional vehicle excess may also apply (see page 6 for details). If a vehicle modification is not listed on your certificate of insurance, it is not covered.

What we do not cover as your vehicle:

- fuel or lubricants;
- portable GPS navigation devices not permanently wired and fixed into the vehicle (these may be covered by the 'Personal property in your vehicle' feature on page 24);
- anything that is not included in 'What we cover as your vehicle', **unless** you tell us and we have agreed to insure it as part of your vehicle and it is shown on your certificate of insurance. An extra premium and an additional vehicle excess may apply (see page 6 for details).

If you do not tell us about your accessories and modifications

If in the event of a claim we find:

- accessories that are not automatically covered as part of your vehicle or listed on your certificate of insurance; **or**
- modifications that are not listed on your certificate of insurance,

we can reduce the amount we pay or refuse to pay a claim. We might also cancel your policy.

Types of cover

Depending on the type of vehicle you are insuring, there are **4** types of cover available:

- GIO Platinum cover (see page 12);
- Comprehensive cover (see page 13);
- Fire, theft & third party property damage cover (see page 14);
- Third party property damage cover (see page 15).

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

Covers available by vehicle type

Vehicle type	GIO Platinum	Comprehensive	Fire, theft & third party property damage	Third party property damage
Car	✓	✓	✓	✓
Motorcycle	✗	✓	✗	✓
Caravan and trailer	✗	✓	✗	✗

GIO Platinum cover – for cars only

This is the highest level of cover available and includes:

- › accidental loss or damage cover;
- › third party property damage cover;
- › additional features at no extra cost (see pages 16 to 27).

You can also choose an optional cover to tailor your insurance (see page 28).

Accidental loss or damage cover

We cover

If your vehicle is a car, we will cover you or anyone you authorise to drive your vehicle for accidental loss or damage to your vehicle caused by an incident in the period of insurance.

Examples of incidents covered include:

- › hail;
- › storm;
- › flood;
- › fire;
- › theft or attempted theft;
- › malicious damage;
- › collision;
- › impact.

Limit

The most we pay is the sum insured for your vehicle shown on your certificate of insurance, **unless** we say otherwise in your policy.

We do not cover

- › see 'What is not covered under any part of your policy – general exclusions' on pages 40 to 43;
- › see also 'We do not cover' in the additional features on pages 17 to 27.

Third party property damage cover

GIO Platinum cover includes Third party property damage cover (see page 15).

More details

For further details about how we pay claims under GIO Platinum cover, please refer to our Premiums, Excesses, Discounts and Claim Payments Guide available at gio.com.au/moredetails. A copy of this guide can be provided to you on request at no charge, if you contact us on **13 10 10**.

Comprehensive cover – for cars and motorcycles

This cover includes:

- › accidental loss or damage cover;
- › third party property damage cover;
- › additional features at no extra cost (see pages 16 to 27).

If your vehicle is a car, you can also choose from our range of optional covers to tailor your insurance (see pages 28 to 30).

Accidental loss or damage cover

We cover

If your vehicle is a car or motorcycle, we will cover you or anyone you authorise to drive your vehicle for accidental loss or damage to your vehicle caused by an incident in the period of insurance. Examples of incidents covered include:

- › hail;
- › storm;
- › flood;
- › fire;
- › theft or attempted theft;
- › malicious damage;
- › collision;
- › impact.

Limit

The most we pay is the sum insured for your vehicle shown on your certificate of insurance, **unless** we say otherwise in your policy.

We do not cover

- › if you have chosen the 'Named driver' option (see page 28) and this is shown on your certificate of insurance, we do not cover loss or damage that occurs if at the time of the incident the person driving or in charge of the vehicle is not covered under that option;
- › see 'What is not covered under any part of your policy - general exclusions' on pages 40 to 43;
- › see also 'We do not cover' in the additional features on pages 17 to 27.

Third party property damage cover

Comprehensive cover includes Third party property damage cover (see page 15).

More details

For further details about how we pay claims under Comprehensive cover, please refer to our Premiums, Excesses, Discounts and Claim Payments Guide available at gio.com.au/moredetails. A copy of this guide can be provided to you on request at no charge, if you contact us on **13 10 10**.

Fire, theft & third party property damage cover – for cars only

This cover includes:

- › loss or damage by fire and theft;
- › third party property damage cover;
- › additional features at no extra cost (see pages 16 to 27).

Loss or damage by fire and theft

We cover

If your vehicle is a car, we will cover you or anyone you authorise to drive your vehicle for accidental loss or damage to your vehicle caused by either of the following incidents in the period of insurance:

- › fire;
- › theft or attempted theft.

Limit

The most we pay is the sum insured for your vehicle shown on your certificate of insurance, **unless** we say otherwise in your policy.

We do not cover

- › see 'What is not covered under any part of your policy - general exclusions' on pages 40 to 43;
- › see also 'We do not cover' in the additional features on pages 17 to 27.

Third party property damage cover

Fire, theft & third party property damage cover includes Third party property damage cover (see page 15).

More details

For further details on how we pay claims under Fire, theft & third party property damage cover, please refer to our Premiums, Excesses, Discounts and Claim Payments Guide available at gio.com.au/moredetails. A copy of this guide can be provided to you on request at no charge, if you contact us on **13 10 10**.

Third party property damage cover – for cars and motorcycles

This cover includes:

- › legal liability for damage to other people’s property;
- › additional features at no extra cost (see pages 16 to 27).

Legal liability for damage to other people’s property

We cover

We will cover you or anyone you authorise to drive your vehicle for legal liability to pay compensation for damage to another person’s property resulting from an incident caused by the use of your vehicle in the period of insurance. The cover also includes:

- › legal liability that is the responsibility of your employer, principal or partner because you were driving your vehicle in connection with your occupation;
- › your legal liability for the cost of cleaning up by emergency services after an incident involving your vehicle;
- › your legal liability for claims for damage to another vehicle or property because a vehicle collided with or tried to avoid colliding with:
 - › property falling from your vehicle; **or**
 - › property being loaded or unloaded from your vehicle.

Limit

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

We do not cover

- › loss or damage to property carried in or on your vehicle or property that falls from your vehicle;
- › if you have chosen the ‘Named driver’ option (see page 28) with your Comprehensive cover and this is shown on your certificate of insurance, we do not cover legal liability for damage to other people’s property that occurs if at the time of the incident, the person driving or in charge of your vehicle is not covered under that option;
- › see ‘What is not covered under any part of your policy - general exclusions’ on pages 40 to 43;
- › see also ‘We do not cover’ in the additional features on pages 17 to 27.

More details

For further details on how we pay claims under Third party property cover, please refer to our Premiums, Excesses, Discounts and Claim Payments Guide available at gio.com.au/moredetails. A copy of this guide can be provided to you on request at no charge, if you contact us on **13 10 10**.

Additional features

When we agree to pay a claim under your policy for an incident that happens in the period of insurance, you may be entitled to these additional features. You can make a claim under some additional features separately or independently to a claim for loss or damage to your vehicle. These features apply only to cars or motorcycles. Some features may or may not apply depending on the level of cover you have chosen and this is shown in the additional feature detail.

Additional features by cover type

Additional features	Page	GIO Platinum	Comprehensive	Fire, theft & third party property damage	Third party property damage
Lifetime new car replacement	17	✓	✗	✗	✗
GIO Platinum hire car	18	✓	✗	✗	✗
GIO Platinum windscreen cover	18	✓	✗	✗	✗
7 day repair guarantee	19	N/A ¹	✓ ²	✗	✗
New vehicle after a total loss for vehicles less than 2 years old	20	✓ ³	✓	✗	✗
Two-wheel trailer cover	21	✓	✓	✗	✗
Emergency repairs	21	✓	✓	✓ ⁴	✗
Locks and keys	21	✓	✓	✓	✗
Hire car after theft	22	N/A ¹	✓ ⁵	✓	✗
Emergency travel and accommodation	22	✓	✓	✓ ⁴	✗
Towing and storage costs	23	✓	✓	✓ ⁴	✗
Driver fatality	23	✓	✓	✓ ⁴	✗
Personal property in your vehicle	24	✓	✓	✓ ⁴	✗
Taxi fare cover	24	✓ ⁵	✓ ⁵	✓ ⁵	✓ ⁵
Replacing your vehicle	25	✓	✓	✓	✓
Third party property damage for caravans and trailers	26	✓	✓	✓	✓
Substitute vehicle	26	✓	✓	✓	✓
Damage by uninsured drivers	27	✓	✓	✓	✓

1 Not applicable if you have GIO Platinum cover as the 'GIO Platinum hire car' feature will apply instead.

2 Available for cars only that can be safely driven to an assessment centre. Other conditions apply. See page 19 for more details.

3 Not available if you are eligible to claim under the 'Lifetime new car replacement' feature.

4 Applies to fire and theft claims only.

5 Available for cars only. Other limitations apply. See page 22 or 24 for more details.

1. Lifetime new car replacement

Applies to GIO Platinum cover only.

We cover	<p>If your vehicle 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 vehicle, if:</p> <ul style="list-style-type: none">➤ you are the first registered owner of your vehicle (or you purchased your vehicle as an 'ex demonstration' model from a licensed motor dealer who was the first registered owner of the vehicle); and➤ it is possible for us to supply or order a new vehicle of the same make and model within 90 days of us deciding your vehicle is a total loss; and➤ your vehicle has been continuously insured under GIO Platinum cover, from within 13 months of first being purchased until the time of the insured incident; and➤ anyone who financed your vehicle provides us with written consent. <p>We will:</p> <ul style="list-style-type: none">➤ replace your vehicle with a new vehicle of the same make and model, including, similar accessories, modifications, tools and spare parts as shown on your certificate of insurance;➤ pay the on road costs such as stamp duty, CTP, registration and delivery charges applicable and your policy will continue until its expiry date.
Note	For full details of how we settle total loss claims please see page 51.
We do not cover	<ul style="list-style-type: none">➤ The cost for replacing or purchasing an extended warranty;➤ The cost to replace your vehicle with a new one if the make or model of your vehicle has been superseded or discontinued or we cannot find an exact replacement within 90 days of us deciding your vehicle is a total loss. Instead, we will decide to either:<ul style="list-style-type: none">➤ offer you a replacement vehicle that is in our opinion a similar make or model to your vehicle as is currently available including, all similar accessories, modifications, tools and spare parts as shown on your certificate of insurance. We will also pay the on road costs such as stamp duty, CTP, registration and delivery charges applicable and your policy will continue until its expiry date; or➤ pay you the sum insured on your certificate of insurance less any deductions that apply (see page 52).

2. GIO Platinum hire car

Applies to GIO Platinum cover only.

We cover	<p>If we have agreed to pay your claim as a result of an incident that occurs in the period of insurance and your vehicle cannot be safely driven, is in for repairs or has been stolen, you can choose to:</p> <ul style="list-style-type: none">➤ allow us to arrange and pay the reasonable hire costs of a vehicle that is in our opinion a similar make or model to your vehicle (or if a similar make or model is not available you can choose an alternative vehicle) 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:<ul style="list-style-type: none">➤ 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 vehicle;➤ 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 vehicle that is in our opinion a similar make or model to your vehicle using our provider. <p>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:</p> <ul style="list-style-type: none">➤ the amount it would have cost us to provide you with a vehicle that is in our opinion a similar make or model to your vehicle using our provider, had one been available; or➤ the actual cost you incur in making alternative travel arrangements.
Note	For full details of our hire car conditions, including insurance cover for the hire car, see page 31.
Limit	The most we will pay is \$90 per day. The benefit stops when: <ul style="list-style-type: none">➤ your vehicle is returned undamaged;➤ we repair your vehicle and return it to you;➤ we settle your claim.

3. GIO Platinum windscreen cover

Applies to GIO Platinum cover only.

We cover	When the only damage to your vehicle following an incident in the period of insurance is the windscreen or window glass (including sun roof) and we have agreed to pay your claim, we cover the cost to repair or replace your damaged windscreen or window glass (including sun roof), without the claim affecting your NCD/Rating and without you having to pay an excess.
Limit	One claim in any period of insurance.

4. 7 day repair guarantee

Applies to Comprehensive cover only.

We cover	<p>If we have agreed to pay your claim and cannot get your vehicle repaired within 7 calendar days beginning on the day your vehicle is driven to our assessment centre for assessment, then on the 8th calendar day we will pay the reasonable hire cost of a compact category hire car until the vehicle is repaired, but only if:</p> <ul style="list-style-type: none">➤ your claim is for a single approved claim; and➤ your vehicle has not been damaged as a result of hail or flood; and➤ your vehicle can be safely driven to the assessment centre; and➤ your vehicle does not require additional private work to be carried out; and➤ all repairs to your vehicle are carried out as we direct. <p>You can choose to:</p> <ul style="list-style-type: none">➤ allow us to arrange and pay the reasonable hire cost of a compact category hire 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:<ul style="list-style-type: none">➤ agree to your choice of provider, we will reimburse you the reasonable hire cost of a compact category hire car;➤ do not agree to your choice of provider, we will only pay you the amount we would have paid had you used our hire car provider. <p>If there are no compact category hire cars available from any provider within a reasonable distance of your location, then we will pay you the lesser of:</p> <ul style="list-style-type: none">➤ the amount it would have cost us to provide you with a compact category hire car using our provider, had one been available; or➤ the actual cost you incur in making alternative travel arrangements.
Note	This feature applies to cars only that can be safely driven to an assessment centre. For details of the locations of the assessment centres visit gio.com.au/motor-vehicle-assessment-centres .
Limit	The benefit stops when we repair your vehicle and return it to you.

5. New vehicle after a total loss for vehicles less than 2 years old

Applies to GIO Platinum or Comprehensive cover only.

We cover	<p>If your vehicle has been 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 vehicle, if:</p> <ul style="list-style-type: none">➤ you are the first registered owner of your vehicle (or you purchased your vehicle as an 'ex demonstration' model from a licensed motor dealer who was the first registered owner of the vehicle); and➤ the loss or damage to your vehicle was caused by an incident that occurred less than 2 years from the date of original registration; and➤ it is possible for us to supply or order a new vehicle of the same make and model within 90 days of us deciding your vehicle is a total loss; and➤ anyone who financed your vehicle provides us with written consent. <p>We will:</p> <ul style="list-style-type: none">➤ replace your vehicle with a new vehicle of the same make and model, including, similar accessories, modifications, tools and spare parts as shown on your certificate of insurance;➤ pay the on road costs such as stamp duty, CTP, registration and delivery charges applicable and your policy will continue until its expiry date.
Note	<p>This feature is applicable for both cars and motorcycles. For full details of how we settle total loss claims please see page 51.</p>
We do not cover	<ul style="list-style-type: none">➤ You if you have GIO Platinum cover and are eligible to claim under the 'Lifetime new car replacement' feature;➤ The cost for replacing or purchasing an extended warranty;➤ The cost to replace your vehicle with a new one if the make or model of your vehicle has been superseded or discontinued or we cannot find an exact replacement within 90 days of us deciding your vehicle is a total loss. Instead, we will decide to either:<ul style="list-style-type: none">➤ offer you a replacement vehicle that is in our opinion a similar make or model to your vehicle as is currently available including, all reasonably similar accessories, modifications, tools and spare parts as shown on your certificate of insurance. We will also pay the on road costs such as stamp duty, CTP, registration and delivery charges applicable and your policy will continue until its expiry date; or➤ pay you the sum insured on your certificate of insurance less any deductions that apply (see page 52).

6. Two-wheel trailer cover

Applies to GIO Platinum or Comprehensive cover only.

We cover	Your two-wheel trailer for accidental loss or damage when your two-wheel trailer is attached to your vehicle and is damaged or stolen in an incident in the period of insurance and we have agreed to pay your claim.
Note	This feature is applicable for cars and motorcycles.
Limit	Up to \$1,000 . For more cover, you can apply for separate Comprehensive insurance cover for your trailer (see page 33).
We do not cover	<ul style="list-style-type: none">➤ Contents;➤ The two-wheel trailer when it is not attached to your vehicle.

7. Emergency repairs

Applies to GIO Platinum, Comprehensive or Fire, theft & third party property damage cover only.

We cover	When your vehicle is damaged in an incident covered by your policy in the period of insurance and needs emergency repairs to make it roadworthy or safe we cover the reasonable costs of emergency repairs if the repairs are needed to get your vehicle to your destination (e.g. to a repairer or to your home). You will need to provide us with all invoices and receipts.
Note	This feature is applicable for both cars and motorcycles. If you have Fire, theft & third party property damage cover this feature only applies when you claim for fire or theft.
Limit	You can authorise reasonable costs of up to \$500 on our behalf.

8. Locks and keys

Applies to GIO Platinum, Comprehensive or Fire, theft & third party property damage cover only.

We cover	When your vehicle keys are stolen in the period of insurance we cover the cost of replacing the keys and recoding your vehicle's locks.
Note	This feature is applicable for both cars and motorcycles.
Limit	Up to \$1,000 after you pay your basic excess.

9. Hire car after theft

Applies to Comprehensive or Fire, theft & third party property damage cover only.

We cover	<p>If we have agreed to pay your claim as a result of theft of your vehicle in the period of insurance, you can choose to:</p> <ul style="list-style-type: none">➤ allow us to arrange and pay the reasonable hire cost of a compact category hire 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:<ul style="list-style-type: none">➤ agree to your choice of provider, we will reimburse you the reasonable hire cost of a compact category hire car;➤ do not agree to your choice of provider, we will only pay you the amount we would have paid had you used our hire car provider. <p>If there are no compact category hire cars available from any provider within a reasonable distance of your location, then we will pay you the lesser of:</p> <ul style="list-style-type: none">➤ the amount it would have cost us to provide you with a compact category hire car using our provider, had one been available; or➤ the actual cost you incur in making alternative travel arrangements.
Note	This feature is applicable for cars only. For full details of our hire car conditions, including insurance cover for the hire car, see page 31.
Limit	Up to 14 days. The benefit stops before the 14 day limit if: <ul style="list-style-type: none">➤ your vehicle is returned undamaged;➤ we repair your vehicle and return it to you;➤ we settle your claim.

10. Emergency travel and accommodation

Applies to GIO Platinum, Comprehensive or Fire, theft & third party property damage cover only.

We cover	When your vehicle is stolen or damaged in an incident covered by your policy in the period of insurance and it is not roadworthy or safe to drive and you are more than 100km from your home, then we cover the reasonable emergency travel and accommodation costs you incur. You need to provide us with all invoices and receipts.
Note	This feature is applicable for both cars and motorcycles. If you have Fire, theft & third party property damage cover this feature only applies when you claim for fire or theft.
Limit	You can authorise reasonable costs of up to \$500 on our behalf.

11. Towing and storage costs

Applies to GIO Platinum, Comprehensive or Fire, theft & third party property damage cover only.

We cover	<p>When your vehicle 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 the reasonable costs of:</p> <ul style="list-style-type: none">➤ towing your vehicle to:<ul style="list-style-type: none">➤ our nearest assessment centre or repair facility; or➤ another location nominated or agreed by us;➤ storing your vehicle.
Note	<p>This feature is applicable for both cars and motorcycles. If you have Fire, theft & third party property damage cover this feature only applies when you claim for fire or theft.</p>
Limit	<p>You can authorise reasonable costs on our behalf.</p>
We do not cover	<p>Storage costs for any period after your claim is settled.</p>

12. Driver fatality

Applies to GIO Platinum, Comprehensive or Fire, theft & third party property damage cover only.

We cover	<p>When you or someone you authorised is driving your vehicle and is fatally injured as a direct result of an incident that occurs in the period of insurance where we have paid your claim, and death occurs as a direct result within 12 months of the incident, we will pay \$5,000 to the estate of the driver to assist with funeral costs.</p>
Note	<p>This feature is applicable for both cars and motorcycles. If you have Fire, theft & third party property damage cover this feature only applies when you claim for fire or theft.</p>
Limit	<p>\$5,000.</p>

13. Personal property in your vehicle

Applies to GIO Platinum, Comprehensive or Fire, theft & third party property damage cover only.

We cover	When your vehicle has been damaged in an incident in the period of insurance and we have agreed to accept your claim, your personal property in the vehicle (e.g. clothing, electronic and telecommunication devices including mobile phones and MP3 players or portable GPS devices) are also covered for any accidental loss or damage that results from the same incident.
Note	This feature is applicable for both cars and motorcycles. If you have Fire, theft & third party property damage cover this feature only applies when you claim for fire or theft.
Limit	The most we will pay is up to \$150 per item and to a total of \$500 to repair or replace the items.
We do not cover	<ul style="list-style-type: none">➤ Cash, credit /debit cards;➤ Items used for business, trade or occupation;➤ Tools (other than those supplied as standard by the car manufacturer).

14. Taxi fare cover

Applies to GIO Platinum, Comprehensive, Fire, theft & third party property damage or Third party property damage cover.

We cover	<p>If we have agreed to pay your claim for damage to your vehicle following an incident in the period of insurance, we will cover the reasonable taxi costs from one of our assessment centres or repair facilities to your home or work and then back again once the repairs are complete, but only if:</p> <ul style="list-style-type: none">➤ you are first able to safely drive your vehicle into one of our assessment centres or repair facilities; and➤ you allow us to arrange the repairs.
Note	<p>This feature is applicable for cars only. If you have Fire, theft & third party property damage this feature only applies if the damage to your vehicle is as a result of fire or theft or caused by an uninsured motorist.</p> <p>If you have Third party property damage only this feature only applies if the damage to your vehicle was caused by an uninsured motorist.</p>
Limit	The maximum we will pay are your reasonable taxi costs for 2 journeys only.

15. Replacing your vehicle

Applies to GIO Platinum, Comprehensive, Fire, theft & third party property damage or Third party property damage cover.

We cover	<p>When you replace your vehicle with another vehicle in the period of insurance (e.g. you sell your vehicle and buy another one) we may agree to cover the replacement vehicle on the same terms and for the same level of cover for the rest of the period of insurance if:</p> <ul style="list-style-type: none">➤ you tell us about the change within 14 days of the change; and➤ we agree in writing to cover your vehicle; and➤ you pay us any extra premium that applies. <p>Once the cover under this additional feature starts, the cover on your previous vehicle stops.</p>
Note	<p>This feature is applicable for both cars and motorcycles. When you tell us about your replacement vehicle we might add special conditions. Sometimes we might not be able to offer cover at all, in which case, the benefit under this additional feature does not apply and we will cancel your policy.</p>
Limit	<p>Your replacement vehicle is covered up to the price you paid, or its market value, whichever is less. This limit applies until you tell us about the change and we have agreed in writing to cover your replacement vehicle.</p>
We do not cover	<p>The replacement vehicle if it is a vehicle we would not normally insure.</p>

16. 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

We cover	<p>If your vehicle is towing a caravan or trailer and loss or damage is caused to another person's property in the period of insurance as a result of:</p> <ul style="list-style-type: none">› the actions of your caravan or trailer;› your caravan or trailer running out of control after separating from your vehicle while your vehicle is moving;› another vehicle colliding with or trying to avoid colliding with:<ul style="list-style-type: none">› property falling from your caravan or trailer while it is being towed by your vehicle;› property being loaded or unloaded from your caravan or trailer attached to your vehicle, <p>and we have agreed to pay your claim, then we cover the amount you must legally pay another person to compensate them for loss or damage to their property.</p>
Note	This feature is applicable for both cars and motorcycles.
Limit	Up to \$20 million including legal costs.
We do not cover	<ul style="list-style-type: none">› 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.

17. Substitute vehicle

Applies to GIO Platinum, Comprehensive, Fire, theft & third party property damage or Third party property damage cover.

We cover	A substitute vehicle that is of a similar type to your vehicle for third party property damage when your vehicle cannot be driven, for example it is being repaired, serviced or has had a mechanical breakdown.
Note	This feature is applicable for both cars and motorcycles.
Limit	14 days from the day your vehicle was not driveable, or until it is driveable, whichever is earlier.
We do not cover	<ul style="list-style-type: none">› any claim if you do not have legal use of the substitute vehicle;› any claim if the substitute vehicle belongs to you;› any claim that is covered by another insurer or insurance policy;› loss or damage to the substitute vehicle.

18. Damage by uninsured drivers

Applies to Fire, theft & third party property damage or Third party property damage only.

We cover	When your vehicle is damaged in a collision with another vehicle driven by an uninsured driver in the period of insurance, we cover damage to your vehicle but only if: <ul style="list-style-type: none">➤ we agree you are not at fault; and➤ you give us the name and address of the uninsured driver; and➤ registration details of the vehicle, and we have otherwise agreed to pay your claim.
Note	This feature is applicable for both cars and motorcycles.
Limit	Cost of repairs up to \$5,000 or the market value of your vehicle, whichever is less.
We do not cover	Loss or damage to your vehicle if the uninsured driver is a family member or someone who normally lives with you.

More details

For further details about how we pay claims please refer to our Premiums, Excesses, Discounts and Claim Payments Guide available at gio.com.au/moredetails. A copy of this guide can be provided to you on request at no charge, if you contact us on **13 10 10**.

Optional cover for GIO Platinum or Comprehensive cover

Any options you choose and we agree to give you will be shown on your certificate of insurance. Depending on your policy options, your premium might increase or decrease.

For what we do not cover, see also 'What is not covered under any part of your policy – general exclusions' on pages 40 to 43.

1. No Claim Discount (or Rating) protection

Available to GIO Platinum and Comprehensive cover for cars only.

We cover	Protection of your NCD against claims. You can choose to protect your NCD against either one claim or all claims in the period of insurance. (For more information on how claims affect your NCD, see page 53).
Note	We have the right to alter the terms of cover for protection of your NCD including excesses, premiums and acceptance of cover according to our underwriting rules.

2. Named driver

Available to Comprehensive cover for cars only.

We cover	<p>When this option is shown on your certificate of insurance you restrict your cover to apply only to a limited number of listed drivers. Except in limited circumstances (shown below), no other driver has cover. You will get a reduced premium because of the restricted cover you have chosen.</p> <p>We cover accidental loss or damage to your vehicle (or damage to other people's property) in the period of insurance that occurs if the person driving or in charge of your vehicle, at the time of the incident was:</p> <ul style="list-style-type: none">➤ a listed driver; or➤ not at fault (and we agree); or➤ using your vehicle to seek emergency medical treatment and you can show us evidence of this; or➤ a commercial operator you pay for repairing, servicing or testing your vehicle; or➤ working for payment as a car park or car wash attendant or valet; or➤ a potential buyer as part of a pre-sale inspection test drive, provided you accompany the buyer in the vehicle whilst being driven.
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3. Windscreen cover

Available to Comprehensive cover for cars only.

We cover	When the only damage to your vehicle following an incident in the period of insurance is the windscreen or window glass (including sun roof) and we have agreed to pay your claim, then we cover the cost to repair or replace your damaged windscreen or window glass (including sun roof) without the claim affecting your NCD/Rating and without you having to pay an excess.
Note	GIO Platinum customers are eligible to claim under the 'GIO Platinum windscreen cover' feature on page 18.
Limit	One claim only in the period of insurance.

4. Hire car

Available to Comprehensive cover for cars only.

We cover	<p>If we have agreed to pay your claim as a result of an incident covered by your policy and your vehicle cannot be safely driven or is in for repairs or if it has been stolen you can choose to:</p> <ul style="list-style-type: none">➤ allow us to arrange and pay the reasonable hire cost of a compact category hire car using our provider (but only if our provider has a car available, and is within a reasonable distance of the location of the incident or place your vehicle was stolen); or➤ arrange a hire car using a provider of your choice. Where we:<ul style="list-style-type: none">➤ agree to your choice of provider, we will reimburse you the reasonable hire cost of a compact category hire car;➤ do not agree to your choice of provider, we will only pay you the amount we would have paid had you used our hire car provider. <p>If there are no compact category hire cars available from any provider within a reasonable distance of the location of the incident or place your vehicle was stolen, then we will pay you the lesser of:</p> <ul style="list-style-type: none">➤ the amount it would have cost us to supply you with a compact category hire car using our provider had one been available; or➤ the actual cost you incur in making alternative travel arrangements. <p>If your vehicle is stolen, you can use the cover under the 'Hire car after theft' feature (see page 22), and then use cover under this option to give you a longer period of car hire.</p>
Note	<p>For full details of our hire car conditions, including insurance cover for the hire car, see page 31.</p> <p>GIO Platinum customers can claim under the 'GIO Platinum hire car' cover feature on page 18.</p>
Limit	<p>Up to 14 days. This benefit stops before the 14 day limit if:</p> <ul style="list-style-type: none">➤ your vehicle is returned undamaged➤ we repair your vehicle and return it to you or➤ we settle your claim.

More details

For further details about how we pay claims, please refer to our Premiums, Excesses, Discounts and Claim Payments Guide available at gio.com.au/moredetails. A copy of this guide can be provided to you on request at no charge, if you contact us on **13 10 10**.

Hire car conditions

These terms and conditions apply to all hire car benefits in this policy.

General conditions for all hire car arrangements

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;
- › are responsible for all running costs and extras of the hire car, including paying the deposit, security bond, fuel and any upgrade costs, and the cost of reducing the standard hire car excess;
- › are responsible for arranging and paying all hire car costs (including the cost of insurance) for any period you continue to use the hire car beyond the authorised hire period; **and**
- › may be required to refund to us any costs we incur for the hire car, if you withdraw your claim or we refuse to accept it.

Note: The 'Substitute vehicle' feature (see page 26) does not apply to any hire car being paid for under this policy.

When we arrange the hire car through our provider

Where you have chosen to allow us to arrange and pay for the hire car using our provider, one of the following insurance arrangements will apply:

- › this policy is extended to insure the hire car during the authorised hire period. In which case you are covered under **Insurance type A** (see page 32); **or**
- › we will pay the cost of insurance arranged and issued by the hire car provider (or their insurer) during the authorised hire period. In which case you are covered under **Insurance type B** (see page 32).

We will tell you which insurance arrangement applies at the time we arrange the hire car.

When you arrange the hire car through a provider of your choice

Where you have chosen to arrange the hire car using a provider of your choice, one of the following insurance arrangements will apply:

- › **if we agree to your choice of provider,** we will pay the reasonable cost of insurance that is arranged and issued by the hire car provider (or their insurer) during the authorised period (as part of the hire car cost). In which case you are covered under **Insurance type B** (see page 32); **or**
- › **if we do not agree to your choice of provider,** then you are responsible for arranging and paying for insurance that covers the hire car.

This policy **does not**:

- › extend to insure the hire car, or reimburse you the cost of insurance arranged by the hire car provider (or their insurer) at any time;
- › cover the cost of any claim arising from loss or damage to, or loss or damage caused by the hire car, including any payment of excess you are liable to pay to the hire car provider (or their insurer); **or**
- › cover any liability arising from your use of the hire car or any other use authorised by you.

Details of Insurance cover conditions

Insurance Type A – we extend this policy to insure the hire car

This policy is extended to provide cover for:

- loss or damage to the hire car; **and**
- you and anyone you authorise to drive the hire car for legal liability to pay compensation for loss or damage to another person's property caused by the use of the hire car which occurs during the authorised hire period.

You are required to:

- lodge a claim with us in the event of loss or damage to, or loss or damage caused by the hire car; **and**
- pay us the amount of excess that would have been payable under this policy had the definition of 'vehicle' in the policy been extended to include the hire car.

If you continue to use the hire car beyond the authorised hire period, you must arrange and pay for insurance through the hire car provider (or their insurer), and cover under this policy stops for the hire car.

Insurance Type B – where insurance is arranged by the hire car provider

You are required to:

- arrange insurance for the hire car through the hire car provider (or their insurer); **and**
- lodge any claim with them if in the event of loss or damage to, or loss or damage caused by the hire car; **and**
- pay them any applicable excess.

After you have lodged a claim with the hire car provider (or their insurer), we will then pay you:

- the difference between any excess charged by your hire car provider (or their insurer), and the amount of excess that would have been payable under this policy had the definition of 'vehicle' in the policy been extended to include the hire car;
- any other amount you are liable for as a result of a claim involving the hire car where the:
 - insurance arranged by the hire car provider (or their insurer) does not cover your claim (in whole or in part, **but not** including any excess that has been deducted); **and**
 - liability would have been covered under this policy had the definition of 'vehicle' in the policy been extended to include the hire car and no exclusion or limitation under this policy applies.

Comprehensive cover – for caravans and trailers

The cover we offer for a caravan or trailer is Comprehensive cover.

Comprehensive cover includes:

- › accidental loss or damage cover;
- › third party property damage cover;
- › legal liability for unregistered on-site caravans;
- › legal liability for registered caravans and trailers;
- › additional features at no extra cost (see pages 36 to 38).

You can also choose from our range of optional covers to tailor your insurance (see page 39).

Accidental loss or damage cover

We cover

If your vehicle is a caravan or trailer, we will cover you for accidental loss or damage to your vehicle caused by an incident in the period of insurance. Examples of incidents covered include:

- › hail;
- › storm;
- › flood;
- › fire;
- › theft or attempted theft;
- › malicious damage;
- › collision;
- › impact.

We will also cover your annexe when it is locked in your caravan and not being used. For extra cover see annexe option on page 39.

Limit

The most we pay is the sum insured shown on your certificate of insurance, **unless** we say otherwise in your policy.

We do not cover

- › see ‘What we do not cover – caravan and trailer insurance’ on page 35;
- › see also ‘We do not cover’ in additional features on pages 36 to 38;
- › See also ‘What is not covered under any part of your policy – general exclusions’ on pages 40 to 43.

Third party property damage

When you insure your vehicle and it is a caravan or trailer, your cover also includes the same Third party property damage cover that applies to cars and motorcycles (see page 15 for details).

Legal liability for unregistered on-site caravans

We will cover you and your family members who normally live with you for legal liability to pay for personal injury or death of another person, or for loss of or damage to another person's property in the period of insurance, arising out of your ownership or occupation of your unregistered on-site caravan. Our cover is limited to:

- **\$10 million** for personal injury or death, **but we will** only pay amounts you must pay which are not covered by Medicare, workers compensation or another government scheme or arrangement, or private medical insurance;
- **\$20 million** for loss of or damage to property.

These amounts include legal and other costs we agreed to pay at the time you made a claim. It is the most we will pay under any cover even if there are several claims against you relating to the incident.

Legal liability for registered caravans and trailers

We will cover you for your legal liability to pay compensation for damages for personal injury or death of another person in the period of insurance, if your legal liability would be covered by compulsory third party insurance issued in your State or Territory of residence if you were able to obtain such cover for your trailer or caravan. This only applies when you cannot obtain that cover or similar cover because your trailer or caravan is of a type which cannot be insured under any compulsory insurance scheme.

We will only pay amounts you must pay which are not covered by Medicare, workers compensation or another government scheme or arrangement, or private medical insurance.

Our cover is limited to **\$10 million** which includes legal and other costs we agreed to pay at the time you made a claim. It is the most we will pay under any cover, even if there are several claims against you relating to the incident.

More details

For further details about how we pay claims under caravan and trailer cover please refer to our Premiums, Excesses, Discounts and Claim Payments Guide available at gio.com.au/moredetails. A copy of this guide can be provided to you on request at no charge, if you contact us on **13 10 10**.

What we do not cover – caravan and trailer insurance

In addition to 'What is not covered under any part of your policy – general exclusions' on pages 40 to 43, we do not cover:

- › damage caused by actions or movements of the sea, high water, tsunami or tidal wave (see page 55 for definition) to an unregistered on-site caravan, its annexe, garden shed and contents;
- › the cost to repair or replace burnt out electric motors or wiring of appliances in your caravan or trailer;
- › the cost to replace any undamaged parts, components or panels of your caravan or trailer;
- › consequential loss caused by food or beverage spoilage in your caravan or trailer;
- › damage caused by animals, insects, birds or vermin (such as termites, rats, rabbits and mice) pecking, biting, chewing or scratching your caravan or trailer or the contents of the caravan or trailer;
- › your caravan or trailer while it is being used for business or carrying goods for trade purposes;
- › your unregistered on-site caravan after it is unoccupied for **60** consecutive days or more. (If you want cover during any period it is unoccupied over **60** days, you need to ask us for an extension of time and we must agree in writing. We might charge an extra premium or impose special terms if we do agree to this);
- › damage caused by the roots of trees, plants or shrubs;
- › your legal liability related to:
 - › you ignoring or breaking laws about firearms;
 - › you ignoring or breaking laws about keeping dangerous or restricted breeds of dogs;
 - › organised sporting activities, including club activities;
 - › asbestos;
 - › building or renovating your caravan or annexe;
 - › lopping or cutting down trees;
 - › supply or use of alcohol or drugs;
 - › transmission of any disease or infection;
 - › watercraft, aircraft and vehicles not including your caravan;
 - › your reckless, malicious, criminal or illegal actions.

Additional features for caravans or trailers

When we accept a claim under your policy for an incident that happens in the period of insurance, you may also be entitled to these additional features. These additional features are available for caravans and trailers only.

1. Emergency repairs

Applies to caravans and trailers only.

We cover	When your registered caravan or trailer is stolen or damaged in an incident and needs emergency repairs to make it roadworthy or safe, we will cover the reasonable costs of the emergency repairs if the repairs are needed to get your caravan or trailer to your destination (e.g. to a repairer or to your home).
Limit	You can authorise reasonable costs of up to \$500 on our behalf. You will need to provide us with all invoices and receipts.

2. Emergency travel and accommodation

Applies to caravans and trailers only.

We cover	When your registered caravan or trailer is stolen or damaged in an incident and needs emergency repairs to make it roadworthy or safe to tow and you are more than 100km from your home, we will cover your reasonable emergency travel and accommodation costs.
Limit	You can authorise reasonable costs of up to \$500 on our behalf. You will need to provide us with all invoices and receipts.

3. Emergency accommodation for unregistered on-site caravans

Available to caravans only.

We cover	When your unregistered on-site caravan is damaged and unliveable following an incident and it is your only home, we will pay your reasonable temporary accommodation costs.
Limit	You can authorise reasonable costs of up to \$500 on our behalf.

4. Transportation and storage costs

Applies to caravans and trailers only.

We cover	<p>When your caravan or trailer is damaged in an incident and it is not roadworthy or safe to tow or needs to be held in storage, we will cover the reasonable costs of:</p> <ul style="list-style-type: none">➤ transporting your caravan or trailer to:<ul style="list-style-type: none">➤ our nearest assessment centre or repair facility; or➤ another location nominated or agreed to by us,➤ storing your caravan or trailer.
Limit	You can authorise reasonable costs on our behalf.
We do not cover	Storage costs for any period after your claim is settled.

5. Replacing your caravan or trailer

Applies to caravans and trailers only.

We cover	<p>When you replace your caravan or trailer with another caravan or trailer in the period of insurance (e.g. you sell your caravan or trailer and buy another one) we may agree to cover the replacement on the same terms and for the same level of cover for the rest of the period of insurance if:</p> <ul style="list-style-type: none">➤ you tell us about the change within 14 days of the change; and➤ we agree in writing to cover your caravan or trailer; and➤ you pay us any extra premium that applies. <p>Once the cover under this additional feature starts, the cover on your previous caravan or trailer stops.</p>
Note	When you tell us about your replacement caravan or trailer we might add special conditions. Sometimes we might not be able to offer cover at all, in which case, the benefit under this additional feature does not apply and we will cancel your policy.
Limit	Your replacement caravan or trailer is covered up to the price you paid, or its market value, whichever is less. This limit applies until you tell us about the change and we have agreed in writing to cover your replacement caravan or trailer.
We do not cover	The replacement caravan or trailer if it is a caravan or trailer we would not normally insure.

6. Up to \$500 contents cover

Applies to caravans only.

We cover	When your contents are in your caravan, annexe or garden shed (located on the site of the insured unregistered caravan), we will cover your contents for accidental loss or damage caused by an incident in the period of insurance.
Limit	Up to \$500 . Proof of ownership may be required. You can apply for more cover (see page 39).
We do not cover	Loss or damage: <ul style="list-style-type: none">➤ as a result of theft or malicious damage, unless there has been forcible and violent entry to your locked caravan, its fully enclosed annexe or garden shed;➤ to contents in an annexe or garden shed as a result of wind, actions or movements of the sea, flood or storm; or➤ if items are misplaced or accidentally broken, unless the breakage occurs in an incident which damages your caravan and we cover this damage. Contents do not include: <ul style="list-style-type: none">➤ food or beverages;➤ money, negotiable documents, cheques, credit cards, financial transaction cards, stamps, title deeds, passports, uncut gems or stones;➤ any collections or memorabilia;➤ mobile phones;➤ information stored electronically or any other way;➤ animals or plants;➤ musical instruments;➤ items used for business purposes;➤ motor vehicles, bikes and scooters (motorised or not), hang gliders, aircraft, aerial devices and their equipment;➤ watercraft, including surfboards, surf or water skis, sailboards and accessories.

Optional covers for caravans and trailers

Any options you choose and we agree to give you will be shown on your certificate of insurance. An extra premium may apply. These optional covers are available for caravans and trailers only.

For what we do not cover, see also 'What is not covered under any part of your policy – general exclusions' on pages 40 to 43 and 'What we do not cover – caravan and trailer insurance' on page 35.

1. Annexe cover

Available to caravans and trailers only.

We cover	When your annexe is being used for its designed purpose, we cover it for any accidental loss or damage caused by an incident in the period of insurance.
Limit	Up to the annexe sum insured shown on your certificate of insurance.

2. Increased contents cover

Available to caravans only.

We cover	When your contents are in your caravan, annexe or garden shed (located on the site of the insured unregistered on-site caravan), we will cover your contents for accidental loss or damage caused by an incident in the period of insurance.
Limit	<p>The most we will pay is the contents sum insured shown on your certificate of insurance. However, for all of the following items, the most we will pay is the contents sum insured shown on your certificate of insurance or \$1,000 in total, whichever is less:</p> <ul style="list-style-type: none">➤ jewellery or watches;➤ articles of gold, silver or precious metal;➤ a picture, a work of art;➤ photographic equipment;➤ television, compact disc player, DVD player, video player;➤ CDs, DVDs, records, tapes, game cartridges and any discs;➤ computer equipment and portable computer devices including software. <p>For contents items that are listed on your certificate of insurance with an individual sum insured, that sum insured is the maximum we will pay. Proof of ownership may be required.</p>
We do not cover	See what 'We do not cover' on page 38 under the 'Up to \$500 contents cover' feature. We will not cover those incidents or contents items under this option.

What is not covered under any part of your policy – 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 vehicle, enter into, **but we will** provide cover if the legal liability would have existed without admitting liability.

Alcohol or drugs

an incident that occurs when your vehicle is being driven, or is in the charge of, anyone who:

- › was under the influence of, or had their judgement affected by any alcohol, drugs 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 if you:

- › were not the driver or person in charge of your vehicle 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.
-

Asbestos

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

Biological, chemical, other pollutant or contaminant

any actual or threatened chemical or biological pollution or contamination, or action taken by a public authority or any body authorised by a public authority to prevent, limit or remedy such actual or threatened release, pollution or contamination, or any looting or rioting following these incidents.

Confiscation or repossession

legal confiscation or repossession of your vehicle or its contents.

Condition of vehicle

- › any structural, mechanical, electrical or electronic failure or breakdown;
 - › any mould, mildew, wear, tear, rust, corrosion or depreciation;
 - › your vehicle if it was damaged, unsafe or un-roadworthy at the time of the incident.
-

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 including:

- › loss of income or wages;
- › your vehicle's value (including its trade-in or resale value) is less after being repaired;
- › costs, including cost of your time, to prove your loss or to help us with your claim;
- › travel costs;
- › cleaning costs; **or**
- › any costs not covered by your policy.

Dangerous goods

your vehicle being used to illegally store or transport:

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

Declined driver

a driver we have declined to cover on your policy if they were driving the vehicle and we decide they were at fault when an incident happened.

Driving a damaged vehicle

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

Employment

your vehicle being used during your full-time, part-time or casual working period as an integral means of earning an income, **unless** you have told us about this use and we have agreed in writing to cover it.

Exceeding loading or passenger limits

your vehicle when it is:

- › carrying more passengers than the legal limit or what your vehicle is designed for;
- › carrying any load which is not secured according to law, over the legal limit or more than what your vehicle is designed to carry.

Failure to secure your vehicle

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

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:

Hire, fare or reward

your vehicle being used for hire, fare or monetary reward **but we will** provide cover if your vehicle was being used in a car pool or child care arrangement.

Intentional loss/damage

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

Motor sports or similar

your vehicle was 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, circuit, course or arena, **unless**, your vehicle was being used for a driver education course and we have agreed to cover you and it is shown on your certificate of insurance.
-

Personal property

any personal property that is not owned by you.

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 looting or rioting following these incidents.
-

Revolution, war

- revolution, hostilities, war or war like activities or other acts of foreign enemy, military coup; **or**
 - any looting or rioting following these incidents.
-

Unlawful purposes

your vehicle being used for unlawful purposes.

Unlicensed driving

your vehicle 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 if you:

- were not the driver or person in charge of your vehicle 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.
-

There is no cover under this policy for:

Electrical vehicle charging equipment

theft of any electrical charging equipment used for your vehicle.

Incorrect fuel usage

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

Loss or damage outside Australia

loss or damage that occurs outside Australia.

Overdue monthly instalments

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

- refuse to pay a claim if payment is **14** days (or more) late;
 - cancel your policy without notifying you if payment is **1** month (or more) late.
-

Replacement of non-damaged parts

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

Tyres

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

Claims

Making a claim

We understand being involved in an incident or having your vehicle stolen can be a stressful experience. We are here to help you 24 hours a day. Contact us on **13 14 46**.

What you must do

Step 1	Make sure everyone is safe For emergencies, please call 000 .
Step 2	Try to prevent further loss or damage You must do everything you reasonably can to prevent further loss, damage or liability (e.g. move your vehicle off the road and put on your hazard lights). We may provide cover for emergency repairs up to \$500 (see pages 21 and 36 for details).
Step 3	Report the incident to the authorities If someone is injured or has stolen, attempted to steal or maliciously damaged your vehicle, call the police immediately and record the time, date, report number and the name of the recording officer.
Step 4	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.
Step 5	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 vehicle to one of our assessment centres or repair facilities, or another location nominated or agreed to by us (e.g. a repairer). Please see page 23 and 37 for details on what we pay for towing costs.

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 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.

For customers who are registered for GST

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. When we calculate a payment to you for your claim, we can reduce it by any ITCs you are, or would be, entitled to receive.

In respect of loss or damage to your vehicle, if your vehicle is a total loss and your certificate of insurance shows that you have agreed value cover, we will not deduct any ITC from the amount of the agreed value shown on your certificate of insurance.

To process the claim, you must:

- › if we ask you to, you must talk to or meet with an expert 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 vehicle to one of our assessment centres or repair facilities, or another location nominated or agreed to by us, so we can assess the damage and progress your claim;
- › allow us to recover, salvage or take possession of your vehicle;
- › if we ask you to, you must attend court to give evidence.

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 on page 21 and 36;
- › do not get rid of any damaged parts of your vehicle or your property without our consent;
- › do not accept payment from someone who admits fault for loss or damage to your vehicle. 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 will not be able to progress your claim or we can reduce or refuse your claim and/or recover costs from you or can cancel your policy.

If we decline a claim

When you contact us to make a claim we will tell you if we can accept it. If we cannot, we will tell you why. In some cases we will allow you to lodge your claim **but we will** need to further assess it before making a decision. If we then decide to decline your claim we will give you our reasons in writing. If you wish to dispute our decision, see page 59 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 vehicle. 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 vehicle have been damaged in two separate incidents, then you have to make **2** claims and pay the excesses that apply for each claim.

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

Basic excess	This is where you can choose how much excess you pay from the range we offer.
Vehicle excess	This might be imposed because of the type of vehicle you are insuring, the accessories fitted and/or modifications made to your vehicle.
Insurance or driver record excess	This might be imposed because of the insurance or driving history of you or a listed driver.
Age or inexperienced driver excess	This might apply if a driver under 25 years of age or an inexperienced driver (see page 57 for definition) was driving, using or in charge of your vehicle at the time of the incident.

More details

For further details about excesses please refer to our Premiums, Excesses, Discounts and Claim Payments Guide available at gio.com.au/moredetails. A copy of this guide can be provided to you on request at no charge, if you contact us on **13 10 10**.

When does an excess apply?

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 table below explains the excesses that apply to common claim types. For other types of claims, we will tell you what excesses apply when you make a claim.

When you make a claim for:	What excess will apply?	
	Basic excess	Other excesses (if applicable)
Theft or attempted theft of your vehicle	Yes	› vehicle excess
Storm, hail, flood or fire damage	Yes	› vehicle excess
Malicious act or vandalism	Yes	› vehicle excess
Damage to your vehicle whilst parked caused by an unidentified person or driver	Yes	› vehicle excess
Collision with or by an animal	Yes	› age or inexperienced excess › insurance or driver record excess › vehicle excess
Windscreen or window glass damage only	Yes ¹	› none
An incident where we decide the driver of your vehicle caused or contributed to the damage	Yes	› age or inexperienced excess › insurance or driver record excess › vehicle excess
An incident where we agree the driver of your vehicle was not at fault, and you can give us the name and address of the other driver or the registration number of the other vehicle	No	› none
An incident where we agree the driver of your vehicle was not at fault, but you cannot give us the name and address of the other driver or the registration number of the other vehicle	Yes	› age or inexperienced excess › insurance or driver record excess › vehicle excess
Stolen vehicle keys (see the 'Locks and keys' feature on page 21)	Yes	› none

¹ if you have chosen and paid for the windscreen cover option (see page 29) or you have the 'GIO Platinum windscreen cover' feature (see page 18), then you will not have to pay an excess for one claim in any period of insurance.

How to pay your excess

If your claim is approved and you have to pay an excess, we may:

- ask you to pay us the excess;
- ask you to pay your excess to the repairer when you pick up your vehicle;
- 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.

You must pay the excess in full (if we ask for it) before we pay any claim, or provide any benefits under your policy.

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

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 vehicle we will decide if we will:

- repair the damage;
- replace the damaged parts of your vehicle;
- pay you what it would cost us to repair or replace the damaged parts of your vehicle;
- settle your claim as a total loss.

For additional features and optional covers

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

For a personal property or caravan contents claim

If we agree to pay a claim for loss, theft or damage to your personal property or caravan contents, we decide if we will:

- repair or replace to the same condition, standard and specification they were before the incident; **or**
- pay you what it would cost us to repair or replace them.

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.

More details

For examples on how a claim payment might typically be calculated please refer to our Premiums, Excesses, Discounts and Claim Payments Guide available at gio.com.au/moredetails. A copy of this guide can be provided to you on request at no charge, if you contact us on **13 10 10**.

If your vehicle is damaged

Choice of repairer

You can choose:

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

If your vehicle is not safe to drive

We will arrange to move your vehicle to either one of our assessment centres or repair facilities, or to another location nominated or agreed to by us.

If your vehicle is safe to drive

We will arrange a time with you to bring your vehicle into one of our assessment centres or repair facilities, or another location nominated or agreed to by us.

If you allow us to arrange the repairs

- we will pay for your taxi fare home or back to work if you have driven your vehicle to one of our assessment centres or repair facilities;
- we ordinarily obtain **2** competitive quotes from our recommended 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;
- we will keep you informed of the progress of the repairs **and** will advise you when your vehicle is ready for collection;
- once the repairs are complete we will pay for your taxi fare from your home or work to collect your vehicle.

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

- › after you obtain a quote from your repairer, we will arrange a time with you to drive your vehicle (if it is safe to do so), or you must let us move it to one of our assessment centres or repair facilities, or another location nominated or agreed to by us;
- › we will authorise the repairs if we agree your repairer's quote is reasonable and will result in your vehicle 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 vehicle and the lifetime guarantee will not apply. The amount we pay is normally determined by obtaining a quote from a repairer we choose.

Lifetime guarantee on repairs

For repairs we authorise, the quality of the materials and workmanship are guaranteed for the life of your vehicle, even if you no longer own it. If a defect arises in the lifetime of your vehicle as a result of faulty materials or workmanship, then we will rectify the problem.

When we authorise repairs to your vehicle we will:

- › ensure the repair work is properly carried out;
- › use new parts or parts that are consistent with the age or condition of your vehicle. These parts will comply with available manufacturers' technical specifications and applicable Australian Design Rules;
- › only use manufacturer's approved parts for your vehicle if it is under warranty (**but not** under an extended dealer or manufacturer warranty).

However, the following conditions also apply:

Glass repairs

For windscreen or window glass repairs, we might use glass that is different from the original **but** the glass and repairs will meet Australian Design Rules.

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.

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 vehicle is fitted with secure compliance (or vehicle 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 still repair your vehicle without replacing the secure compliance label.

Sub-contracting repairs

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

When we repair your vehicle we will not:

- › pay extra to repair your vehicle to a better standard, specification or quality existing before the loss or damage;
- › fix a fault or defect in your vehicle 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, paintwork, bodywork, radiators, batteries, interior trims or caravan annexes 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 vehicle has been stolen

If your vehicle is found within **14** days of it being stolen and is damaged, follow the process of 'If your vehicle is damaged' (see page 49). If your vehicle is a car you may be entitled to a hire car under the 'GIO Platinum hire car' feature (see page 18) or you may be entitled to a hire car for up to **14** days under the 'Comprehensive cover' feature (see page 22), and where available we can arrange the hire car for you.

If your vehicle is not found **14** days after being stolen, and we have accepted your claim, your vehicle becomes a total loss (see below).

If your vehicle is a total loss

Your vehicle becomes a total loss if it is stolen and unrecovered after **14** days or when we decide it is uneconomical, impractical or unsafe to repair.

For cars where the 'Lifetime new car replacement' feature applies see page 17, and for cars or motorcycles where the 'New vehicle after a total loss for vehicles less than **2** years old' feature applies see page 20.

For all other vehicles, we will pay you the sum insured 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 excess or unpaid premium including any unpaid instalments in the period of insurance if you pay your premium monthly;
- any unused registration and compulsory third party (CTP) insurance that you are entitled to if your vehicle is registered in NSW. You can obtain these refunds from the NSW RTA.

Vehicles under finance

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

We own the vehicle salvage

When we replace your vehicle or pay you for the total loss, your vehicle salvage, including any unexpired registration and CTP insurance (except for NSW), becomes our property. If we ask, you must provide your written consent to help us collect any unexpired registration and CTP insurance.

If another party is entitled to the salvage of your vehicle, then we will pay you or them the sum insured, less our estimate of the salvage value, any excess and unpaid premium. For example, this could occur if you had purchased your vehicle not knowing that it was used as security on a financial agreement involving the previous owner. This means the credit provider may be entitled to the salvage of your vehicle.

After we pay your claim

Does your claim affect your cover?

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

If your vehicle is a total loss and you're not entitled to a new replacement vehicle, all cover under your policy stops and your policy is cancelled. There is no refund of the unused premium.

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

Our right to recover claims we pay from those responsible

After we pay a claim under your policy, we can decide to take legal action in your name to recover money from the person or entity who caused the loss, damage or liability. You must give us all the help we need to do this. If we recover money that belongs to you and was not part of the claim we paid, we will give this to you.

How do claims affect your No Claim Discount on renewal?

Continues to increase or stays on maximum	<ul style="list-style-type: none">› an incident where we decide you are not at fault and you can provide the details of the person who is at fault (their name and address or registration number if another vehicle is involved);› your claim is for windscreen or window glass damage only.
Stops increasing or stays the same	Your claim is for: <ul style="list-style-type: none">› theft or malicious damage and you cannot identify the person responsible;› loss or damage by weather events (e.g. hail, flood or storm);› a collision with an animal;› loss or damage which is nobody's fault.
Reduces at renewal	<ul style="list-style-type: none">› we decide you are at fault or partially at fault;› it is unclear who is at fault;› you cannot provide details of the person who is at fault (their name and address or registration number if another vehicle is involved).

A claim will not affect your NCD or Rating if it is shown on your certificate of insurance that you have:

- › a maximum NCD/Rating 1 for life; **or**
- › the NCD protection option (see page 28) against all claims; **or**
- › the NCD protection option against one claim and this claim is the only claim that affects your NCD in the period of insurance.

More details

For further details on how claims affect your NCD, please refer to our Premiums, Excesses, Discounts and Claim Payments Guide available at gio.com.au/moredetails. A copy of this guide can be provided to you on request at no charge, if you contact us on **13 10 10**.

Other Important Information

What happens with cancellations

Cancellation by you

You can cancel your policy at any time. See page 3 for details about your refund and page 4 about our cancellation fee.

Cancellation by us

We can cancel your policy where the law allows us to do so. If we cancel your policy, we will refund any money we owe you less any non-refundable government charges. If we cancel your policy due to fraud, we will not refund any money to you.

For more information about cancellations see 'Cancellation fee' on page 4 and 'Paying your premium' on page 3.

Terms explained

The following list explains the meaning of the terms used in this policy. When any of the following terms appear in this policy, regardless of whether their first letter is a capital or in lower case, their meaning is shown on the following pages.

Accessories

See page 9.

Actions or movements of the sea

Includes:

- rises in the level of ocean or sea;
- storm surge;
- sea waves;
- high tides or king tides;
- any other actions or movements of the sea.

Actions or movements of the sea does not include a tsunami.

Agreed value

The amount we agree to insure your vehicle for. This can change when you renew your policy. Your certificate of insurance will show this amount. The agreed value is the maximum that we will pay for your vehicle in the event of a claim.

Authorised repairs

Where we have an arrangement with a repairer to conduct the repairs to your vehicle.

Car

Any passenger motor vehicle with a carrying capacity of up to **2** tonnes, including 4WDs, utilities and vans.

Caravan and trailer

Caravan, camper trailer or trailer described on your certificate of insurance and its fixtures and fittings (see page 9).

Certificate of insurance

The latest certificate of insurance we have given you. It includes your insurance account. It sets out the information you have given us on which we have based our decision to insure you as well as the individual details of your policy.

Compact category hire car

A four cylinder, automatic, four door sedan or five door hatchback with air conditioning and power steering.

Driver(s)

The person who drives your vehicle or in relation to a motorcycle, means rider(s) of a motorcycle.

Duty of disclosure

You have a duty of disclosure to tell us everything you know or should know, that is relevant to our decision to insure anyone under the policy, including you, and on what terms.

It includes matters we specifically ask about when you apply for the policy, or renew or alter your policy, and any other matters which might affect whether we insure you and on what terms.

The information you tell us can affect:

- › the amount of your premium;
- › if we will insure you;
- › if special conditions will apply to your policy.

You do not need to tell us anything which:

- › reduces the chances of you making a claim; **or**
- › we should know about because of the business we are in; **or**
- › we tell you we do not want to know.

If you are unsure it is better to tell us. If you do not tell us something which you know or should know is relevant we might reduce a claim, refuse to pay a claim, cancel your policy or if fraud is involved, we can treat your policy as if it had never existed.

Excess

See page 46.

Family

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.

First registered owner

The owner who the vehicle was first registered to. This **does not** include the owner or person who bought an 'ex-demonstrator' vehicle from a licensed motor dealer who was the first registered owner of the vehicle.

Incident

Is a single occurrence which you did not intend or expected to happen.

Inexperienced driver

A person who is **25** years or over and has not held a driver's licence specific to the vehicle type for at least the past **2** consecutive years. For motorcycles, the rider is the driver.

Limit

The most you can claim for any one incident. It includes GST.

Listed driver

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

Market value

The amount we calculate the market would pay for your vehicle, including only the accessories or modifications we have agreed to insure. It takes into account the age, make, model, kilometres travelled and condition of your vehicle immediately before the incident. We might use recognised industry publications to calculate the amount.

Modifications

See page 9.

NCD

No Claim Discount, also known as Rating (see page 6).

Period of insurance

When this insurance cover starts to when it ends. It is shown on your certificate of insurance.

Policy

Your insurance contract. It consists of this PDS and any SPDS we have given you, your application for insurance and your latest certificate of insurance.

Premium

The amount you pay us for insurance. It includes stamp duty, GST, other government charges and fire services levy (FSL) if applicable. It is shown on your certificate of insurance. If you pay by the month, the premium is the total of the instalments you must pay for the full period of insurance.

Premiums, Excesses, Discounts and Claim Payments Guide

A further information guide in relation to your premium, excesses and discounts. This guide will also explain how common claims will be dealt with. The premium, excesses, discounts and claim payments guide is available at gio.com.au/moredetails. A copy of this guide can be provided to you on request, at no charge, if you contact us on **13 10 10**.

Product disclosure statement (PDS)

PDS is the name of this document and contains some important terms of your insurance cover. It should be read together with your certificate of insurance. If there are materially adverse changes to your PDS, we will send you a supplementary PDS (SPDS) or a new PDS.

Site

The licensed caravan park, residential property or other place shown on your certificate of insurance and where your onsite unregistered caravan and annexe is kept.

Sum insured

When used in relation to your vehicle, it is the maximum amount we will pay if your vehicle is lost or damaged by an incident unless we say otherwise in your policy. It includes the value of any accessories or modifications we have agreed to insure as part of your vehicle and are shown on your certificate of insurance. The sum insured includes GST.

For GIO Platinum and Comprehensive cover, if your certificate of insurance shows your vehicle has:

- › agreed value cover, your sum insured is the agreed value shown on your certificate of insurance;
- › market value cover, your sum insured will be the market value of your vehicle.

For Fire, theft & third party property damage, your sum insured will be the market value of your vehicle or the limit shown on your certificate of insurance, whichever is less.

For the optional covers 'annexe cover' and 'increased contents cover', there may be separate sums insured shown on your certificate of insurance. These amounts are the maximum we will pay under those options.

Supplementary PDS (SPDS)

A document that updates or adds to the information in this PDS.

Uninsured driver

A driver is an uninsured driver if neither the driver or the vehicle owner has motor vehicle insurance or they have insurance **but it does not** cover damage to your vehicle at the time of the incident.

Vehicle

See page 8.

Vehicle use

Use of the vehicle can be:

- › **Private use:** Use of your vehicle for:
 - › social, domestic and pleasure purposes; **and**
 - › commuting to/from work and incidental business use where you are not using your vehicle during your full-time, part-time or casual working period as an integral means of earning an income.
- › **Goods carrying/trade:** if used in connection with a recognised trade:
- › **Business use:** Use of your vehicle:
 - › during your full-time, part-time or casual working period as an integral means of earning an income that you have told us about and we have agreed in writing to cover; **and**
 - › for social, domestic and pleasure purposes.

We also cover the use of your vehicle in conjunction with repairing, servicing and demonstration for private sale. When your vehicle is being demonstrated for private sale, you or a regular driver listed on your certificate of insurance must be a passenger in your vehicle.

We, us and our

GIO General Limited, ABN 22 002 861 583.

You, your

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

How we will deal with a complaint

If you have a complaint about our products or services (even if through one of our service providers) or our complaints handling process, please let us know so that we can help.

You can contact us:

By phone	13 10 10
By fax	1300 724 872
In writing	GIO General Limited Reply paid 9835 Your Capital City, State, Postcode
In person	By visiting one of our branches or agencies
By email	gioservice@gio.com.au

Please include the full details of your complaint and explain what you would like us to do.

When we receive your complaint, we will consider all the facts and attempt to resolve your complaint by the end of the **next business day**.

If we are not able to resolve the matter to your satisfaction, it will be referred to the relevant team leader or manager, who will review your complaint and contact you within **5** business days with their decision.

If you remain dissatisfied the matter will be referred to our Internal Disputes Resolution team (IDR). Our IDR team will review your complaint, and provide you with their final decision within **15** business days of your complaint being referred to them.

The contact details for our IDR team are: By phone: 1300 264 094 (for the cost of a local call); By fax: 1300 316 047; In writing: Internal Dispute Resolution, GIO General Limited, PO Box 14180, Melbourne City Mail Centre, VIC, 8001 By email: idr@gio.com.au.

If we require additional information for our assessment or investigation of your complaint, we will agree with you a reasonable alternative timeframe to resolve your complaint.

If we are unable to resolve your complaint within **45** days, you may take your complaint to the Financial Ombudsman Service (the FOS), even if we are still considering it. The contact details for the FOS are set out below.

What if you are not satisfied with our final IDR decision?

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 FOS. 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:	1300 780 808 (for the cost of a local call)
By Fax:	(03) 9613 6399
By email:	info@fos.org.au
In writing:	Financial Ombudsman Service GPO Box 3 Melbourne VIC 3001
By visiting:	www.fos.org.au

Report insurance fraud

Insurance fraud is not a victimless crime. It imposes additional costs on honest policy holders 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 and 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.

General Insurance Code of Practice

We support and adhere to 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**.

Financial Claims Scheme

This policy may be a 'protected policy' under the Federal Government's Financial Claims Scheme (FCS) which is administered by the Australian Prudential Regulation Authority (APRA).

The FCS only applies in the extremely unlikely event of an insurer becoming insolvent and the Federal Treasurer making a declaration that the FCS will apply to that insurer.

The FCS entitles certain persons, who have valid claims connected with certain protected policies issued by that insurer to be paid certain amounts by APRA.

Information about the FCS can be obtained from APRA at apra.gov.au or by calling **1300 55 88 49**.

How to contact us

- › 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 **branches** or **agencies**
- › Find us on the web at **gio.com.au**

Who we are

This insurance issued by

GIO General Limited
ABN 22 002 861 583
AFSL No. 229873

Level 18
36 Wickham Terrace
Brisbane QLD 4000



For Domestic and International
Reservations contact Hertz on
hertz.com.au

or

13 30 39

Hertz®

Bay Number

Registration Number

Hertz Express Return

Please ensure you complete the following information to expedite your vehicle return. Ask your Hertz representative for completed statement of charges.

Return Kilometres

Day	Time AM PM					
	:					

Have you purchased fuel during this rental? YES NO

Please circle current fuel level

E	1/8	1/4	3/8	1/2	5/8	3/4	7/8	F
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Where the entire tank of fuel is pre-purchased at time of rental (Fuel Purchase Option - FPO), please DO NOT refuel the vehicle prior to returning. No refunds issued for unused fuel on returns.



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IMPORTANT NOTES

- Rental Day consist of 24 hour periods starting from the commencement of the rental. The minimum daily charge will be for one rental day unless otherwise stated on the Rental Agreement.
- Rental Protection Service Options offered by Hertz is not an insurance policy.
- Cash rental refunds may be issued via cheques within 14 business days of return on the Vehicle.

TOLLS

You are responsible for payment of any tolls incurred for use of tollways in Australia. Where tolls are charged electronically, you can pay the toll company:

- (i) you authorise us to forward your credit card details to the toll company for payment; or
- (ii) you warrant that you are authorised to permit us to forward the credit card details that you have provided to us, if not in your name, to the toll company for payment.

INFRINGEMENTS & INFRINGEMENT ADMINISTRATION FEE

Infringement notices may be received by Hertz which relate to your rental of a Hertz Vehicle. In the event an infringement notice is received, Hertz will:

- Advise the relevant authority that you were the driver of the Vehicle at the time of the infringement. The authority will issue the infringement notice to you.
- Charge the renter an Infringement Administration fee of \$33 (exclusive of GST) for each infringement notice received which will reimburse Hertz the cost incurred in the processing of the infringement notice.

Hertz regrets this action is necessary however the company can no longer absorb these costs associated with the charges.

Hertz contact details

Reservations: hertz.com.au OR Tel: 13 30 39

Roadside Assistance: Tel: 1800 996 010

Customer Relations: Tel: 1800 550 078 OR
Email: aushertzcustrel@hertz.com

Claims Management: Tel: 1800 550 028 OR
Email: hcmlaimsau@hertz.com



GLOSSARY OF TERMS

1. #1 Club Gold - A service provided to Number One Club Gold members, including a pre-prepared rental agreement and a pre-assigned car.
2. 4WD - 4 Wheel Drive.
3. ACFR - Airport Concession Fee Recovery; a fee which reimburses Hertz (in whole or part) for operating costs of conducting business at airport locations.
4. ADE - Accident Damages Excess; where applicable in accordance with the Terms & Conditions, the maximum amount which the renter is liable to pay in respect of damage to the rental Vehicle and damage to any other Vehicle or property with which the rental Vehicle collided, subject to certain exceptions and to higher limits of liability for damage from specified causes, as stated in the Terms & Conditions.
5. ADF - Administration Fee.
6. AER - Accident Excess Reduction; a Renter Protection Service Option.
7. CDP - Customer Discount Program; special negotiated Customer Discount Program that sets out a company's rates and conditions of rental.
8. DRB - End of Day.
9. FPO - Fuel Purchase Option.
10. FSC - Fuel Service Charge.
11. GST - Goods and Services Tax.
12. IATA - International Air Travel Association.
13. NVS - Neverlost Satellite Navigation
14. MAX - Maximum Cover; a Renter Protection Service Option.
15. OTTO - One Trip Travel Order; a voucher issued to Hertz corporate clients and travel agents authorising a one time rental on the same basis as a credit card.
16. R/A - Rental Agreement; the legal contract for rental of a Vehicle between the renter and Hertz comprised of the Terms & Conditions, the Rental Agreement Form and any additional terms.
17. RENTAL AGREEMENT FORM - The form entitled 'Rental Agreement'.
18. RENTER PROTECTION SERVICES - Optional levels of cover which can be purchased to lower a renter's ADE or provide other cover.
19. SVA - Single Vehicle Accident; an accident not involving a collision between the Vehicle and another Vehicle, other than a parked car.
20. TACO - Travel Agent Commission Order.
21. TOLL - A toll imposed by a government body or tolling company.
22. VRR - Vehicle Registration Recovery; a fee which reimburses Hertz (in whole or part) for costs (which may be averaged) of Vehicle registration and transport accident charges.



April 2012
HERTZ TERMS AND CONDITIONS OF RENTAL

This Agreement ('Agreement') is between the signatory to the Hertz rental agreement (the **Rental Form**), being the renter of the **Vehicle** ('You') and **Hertz**.

1. Nature of Agreement

- (a) Except to the extent otherwise implied by law, the terms and conditions made available to You at the time of rental, together with the **Rental Form** and any **Additional Terms**, comprise the Agreement and set out all of the terms, conditions, warranties and undertakings concerning Your rental of the **Vehicle**, any **Accessories** and on which **Hertz** agrees to rent the **Vehicle** and **Accessories** to You for the **Rental Period**.
- (b) The **Additional Terms**, if any, prevail to the extent of any inconsistency with the terms and conditions in the **Rental Wallet** or the **Rental Form**.
- (c) You must not attempt to transfer or sublease the **Vehicle**, the **Accessories** or any rights or obligations under this Agreement. Any attempted transfer or sublease of the **Vehicle** or **Accessories** by anyone other than **Hertz** is void. Neither You nor any **Authorised Drivers** are agents of **Hertz**. No one may service or repair the **Vehicle** without **Hertz's** prior express written approval.
- (d) You confirm and promise **Hertz** that all information provided by You to **Hertz** at any time before and during the **Rental Period** is true and correct in every particular and the information so provided is all the information **Hertz** could reasonably require.
- (e) You acknowledge that it is your responsibility to ensure that You are the holder of the appropriate category of drivers licence to drive the **Vehicle** rented in any State or Territory of Australia as requested by You or as supplied by Hertz to You as a replacement or otherwise
- (f) **'Ignition Key or Key'** includes keyless start devices and/or combined ignition key and remote door devices.
- (g) Terms marked in **bold** throughout this Agreement are defined as follows:

'Accident' means any collision between the **Vehicle** and any other object, including another vehicle, or any other incident or occurrence that results in the **Vehicle** being damaged, lost or destroyed, and includes a **Single Vehicle Accident**;

'ADE' means the Accident Damages Excess noted on the **Rental Form** after taking into account any reduction where **AER** is accepted by You as noted on the **Rental Form**;

'AER' means the Accident Excess Reduction as referred to in clause 12.(d) herein;

'Accessories' means keys and remote door opening devices and any removable equipment supplied with the **Vehicle** including but not limited to child restraint seats or satellite navigation devices which may or may not attract an additional charge for usage, which are only to be used:

- (i) with the **Vehicle** with which it is originally supplied or such vehicle as **Hertz** supplies as a replacement for the **Vehicle**; and
- (ii) in accordance with all instructions and operational information provided;

'Additional Driver' means an additional driver nominated by You and noted on the **Rental Form**

'Additional Terms' means any other terms as recorded in any document that You are required by **Hertz's** authorised representative to sign when You rent the **Vehicle**;

'Authorised Driver' means **You** and/or any person:

- (a) at or over the age noted on the **Rental Form**; and
- (b) who holds a current driver's licence that:
 - (i) is in English or, if not in English, is accompanied by a certified English translation;
 - (ii) is valid for driving the **Vehicle**;
 - (iii) is not a learner's permit; and
 - (iv) the driver has held for at least twelve consecutive months;
- (c) an **Additional Driver** nominated by You; and
- (d) who has Your authority to drive the **Vehicle** and is:

- (i) either a member of Your immediate family permanently living with You; Your employer, employee, fellow employee or partner incidental to their business duties; or a person or entity who has contracted to perform work for You, or an employee of such a person or entity, incidental to the performance of work for You; or
- (ii) any other person approved in writing by **Hertz**;

'Business Day' means a day on which the rental location is open for business;

'Business Hours' means the hours of operation of the rental location from which the **Vehicle** is rented or to which it is returned, and which are posted on the **Hertz** website or posted at the rental location;

'Cleaning Charge' means a charge imposed in respect of an **Excessively Dirty Vehicle** at an hourly rate charge on a cost recovery basis if the cleaning is performed by **Hertz** personnel or the actual fee paid by Hertz if a third party or specialised cleaners are engaged to provide a cleaning service plus an Administration Fee.

'Commencement Time' means the later of the date and time:

- (a) specified on the **Rental Form** as the commencement time of the rental; or
- (b) when the **Vehicle** is delivered to You or to a location requested by You;

'Damages' means any expense (excluding the cost of fuel and vehicle towing), cost (including legal costs, calculated on an indemnity cost basis), penalty, impost, liability or any other financial obligation of whatsoever character (including any excess payable under relevant insurance policies) incurred by **Hertz** in respect of:

- (a) the loss of, damage to, or otherwise in respect of the **Vehicle** or **Accessories**, including, and without limitation, the cost of repairing the **Vehicle** or **Accessories** (or, if in **Hertz's** reasonable opinion, the damage is irreparable or uneconomic; the replacement cost of the **Vehicle** or **Accessories**), administrative, appraisal, recovery services provided by or on behalf of **Hertz**;
- (b) any claim or demand of any third party made in respect of the **Vehicle** or **Accessories** or the loss of, or loss of the use or enjoyment of, or damage to, any other vehicle or property caused by the **Vehicle** or **Accessories** or resulting from its use;
- (c) the loss of, damage to, or otherwise in respect of any property, other than the **Vehicle** or **Accessories**, which belongs to **Hertz** or for which **Hertz** is otherwise responsible or liable (in whole or part).

but does not include loss of use or enjoyment of the **Vehicle** or **Accessories** or any indirect, special or consequential loss, other than in connection with a Prohibited Use or use by a Prohibited Person in breach of clause 5.(a) or 5.(b);

'Excessively Dirty Vehicle' means a **Vehicle** which requires cleaning beyond **Hertz's** standard cleaning practice being a general exterior and interior clean using regular cleaning products, water high pressure cleaner and vacuum taking no longer than 15 minutes without the need for specialised cleaning products or third party or specialised cleaners.

'Four Wheel Drive (4WD) Vehicle' means a vehicle capable of powering all four wheels simultaneously if the 4 wheel drive mode is engaged by the driver, but excludes an "All Wheel Drive (AWD) **Vehicle** which in normal operation distributes power differentially to each wheel;

'Hertz' means Hertz Australia Pty Ltd ABN 31 004 407 087 of 6th Floor, 10 Dorcas Street, South Melbourne, Victoria, or, if a **Hertz** licensee is identified on the **Form**, that licensee;

'Intoxicated' means where the driver is under the influence of any drug, substance or intoxicating liquor to the extent that that person's ability to control the **Vehicle** is impaired or where the driver's blood level of any drug or alcohol is in breach of the applicable State or Territory legal limit; in the context of which, a person is deemed to be in breach of this provision if, at any time, he or she refuses or fails to provide a breath, blood or other sample when lawfully required to do so by or on behalf of the Police or as required by any law of the applicable state or territory;

'Infringement Notice' (including Charges and Penalties) means an amount equal to all tolls, fines (including but not limited to traffic and parking fines), penalties, charges, taxes or other imposts levied by any Government, government body, local government, private car park or tolling companies in respect of Your rental or use of the **Vehicle**, including stamp duty on this Agreement (except in South Australia).

'**Long Term Rental**' means a **Rental Period** of equal or greater than 30 days;

'**MAX**' means Maximum Cover as referred to in clause 12.(c) herein;

'**Rental Day**' means each consecutive twenty-four (24) hour period from the commencement of the rental during the **Rental Period**;

'**Rental Form**' means the form entitled Rental Agreement and related forms on which all personal and other details are recorded, and which is completed at the time the **Vehicle** is rented;

'**Rental Period**' means the period during which the **Vehicle** is rented by You, beginning at the **Commencement Time** and ending at the time:

- (a) You return the **Vehicle** to **Hertz** during **Business Hours** and **Hertz** accepts return of the ignition key for the **Vehicle**;
- (b) You deposit the **Rental Wallet** containing the ignition key or keyless entry and/or remote door opening devices for the **Vehicle** into the 'drop box' at the rental location to which the **Vehicle** is returned outside **Business Hours** (and You remain responsible for the **Vehicle** until **Hertz** has inspected and accepted the return of it the next **Business Day**);
- (c) where You use the customer collection service, the earlier of when the **Vehicle** is collected and a reasonable time after the time nominated by You for its collection;
- (d) **Hertz** repossesses the **Vehicle**; or
- (e) where the **Vehicle** is lost, stolen or otherwise misappropriated, when the Police are notified of same (being the time recorded on the Police Report of the incident)
- (f) the **Rental Period** for any **Accessories** shall begin and end simultaneously with the **Rental Period** for the **Vehicle**;

'**Rental Wallet**' means the document wallet incorporating the terms and conditions of rental including any additional terms and conditions presented to You at the time that the **Rental Form** is completed and signed and general information which is provided for Your assistance. Other than the terms and conditions of rental the **Rental Wallet** does not form part of the contract for the rental of the **Vehicle**;

'**Resulting From**' means resulting, whether directly or indirectly, irrespective of whether the matter referred to is the sole or partial cause; and 'results in' and similar grammatical forms have the corresponding meaning;

'**Single Vehicle Accident**' means an **Accident** not involving a collision between the Vehicle and another vehicle, other than a parked vehicle;

'**Vehicle**' means the motor vehicle described on the **Rental Form**, or any alternate motor vehicle that **Hertz** supplies to You, whether as a replacement, upgrade or otherwise, and includes all **Vehicle** parts, tyres, tools (supplied with the **Vehicle**), and all other **Accessories** or equipment in or fitted to the **Vehicle** by the manufacturer or by **Hertz**;

'**Vehicle Condition Report**' means the report incorporated into the **Rental Form** or a report labelled 'Pre Existing Condition Notes' given to You by **Hertz's** representative at the time You collect the **Vehicle**;

'**Written Demand or Notice**' as referred to in clause 13. herein.

2. Returning Vehicle and Repossession

- (a) You agree to return the **Vehicle** and any **Accessories** to **Hertz** at the specified time and location noted on the **Rental Form**, or sooner if demanded by **Hertz** on reasonable grounds, including where **Hertz** reasonably believes You have breached, or are likely to breach, the Agreement.
- (b) The **Vehicle** and **Accessories** are not taken to have been returned until the end of the **Rental Period**. If You return the **Vehicle** or **Accessories** outside **Business Hours**, You remain responsible for the **Vehicle** and **Accessories** until **Hertz** has inspected and accepted their return the next **Business Day**.
- (c) If You do not return the **Vehicle** or **Accessories** when required by this Agreement, then following a written demand to You to return it, **Hertz** may take steps to recover and repossess the **Vehicle** and/or **Accessories** where and when it is found. You authorise **Hertz** to enter any premises owned or occupied by You, or where necessary, You agree to make all reasonable efforts to obtain the right for **Hertz** to enter any premises in order to recover and repossess the **Vehicle** or the **Accessories**.

- (d) If the **Vehicle** or **Accessories** are found illegally parked, apparently abandoned or are used or obtained as prohibited under this Agreement, **Hertz** may after making reasonable attempts to contact You, recover the **Vehicle** or the **Accessories** without sending a written demand under clause 2.(c). To the extent permitted by law, You waive any right to any hearing or to receive any notice or legal process as a precondition of **Hertz** recovering the **Vehicle** or the **Accessories** in accordance with this clause 2.(d).
- (e) From the date that **Hertz** sends You a demand pursuant to clause 2.(c), **Hertz** may exercise its legal rights to recover and repossess the **Vehicle** or the **Accessories**. You agree to cooperate with **Hertz** to recover the **Vehicle** or the **Accessories**.
- (f) You must reimburse **Hertz** for its reasonable costs of recovering or repossessing the **Vehicle** or the **Accessories** where such costs are a consequence of Your failure to return the **Vehicle** or **Accessories** when required by this Agreement.
- (g) Except to the extent that **Hertz** is at fault, You indemnify **Hertz** against any claim made by any third party resulting from **Hertz's** recovery or repossession of the **Vehicle** or the **Accessories**.
- (h) In the event You rent the **Vehicle** for more than 30 days, **Hertz** reserves the right to terminate the rental at any time on 2 days written or verbal notice to You.

3. Maintenance and Safety

- (a) You and **Hertz** acknowledge that the **Vehicle** is generally in an undamaged condition save as otherwise acknowledged by You and **Hertz** in writing on the **Vehicle Condition Report**. It is Your responsibility to check the condition of the **Vehicle** when You collect it and; if there is any discrepancy between its condition and the **Vehicle Condition Report**, You must return to the counter and request that the Report be amended or a new report be prepared. You agree to return the **Vehicle** in the same condition as it was in at the start of the **Rental**, with the exception of fair wear and tear.
- (b) **Hertz** (through sub-contractors) provides a twenty-four (24) hour breakdown roadside assistance service for the **Vehicle**.
- (c) You agree to check the amount of engine oil and coolant in the **Vehicle** at appropriate intervals and maintain them at the levels recommended in the **Vehicle** manufacturer's specifications or otherwise as required to maintain the **Vehicle's** efficient performance.
- (d) You agree as soon as practicable to stop driving and park the **Vehicle** where safe to do so and contact **Hertz** or **Hertz's** 24 hour breakdown roadside assistance service upon any warning lights or messages becoming illuminated or displayed in the **Vehicle** and not to recommence driving the **Vehicle** unless directed to do so by **Hertz** or by **Hertz's** 24 hour breakdown roadside assistance service.
- (e) In the case of a **Long Term Rental**, You acknowledge that you accept responsibility to maintain the **Vehicle** in a roadworthy condition for the duration of the **Rental Period**. Should the **Rental Period** span the normal maintenance intervals, it is your responsibility to return the **Vehicle** to the nearest **Hertz** location for a changeover to a replacement vehicle in a serviceable condition.
- (f) You and any **Authorised Driver** must comply with any applicable road safety laws and regulations (including those relating to seat belts and child restraints and use of a mobile phone whilst driving).
- (g) You agree that:
 - (i) You will not undertake or make any repairs to the **Vehicle** or accessories unless authorised by **Hertz** in writing;
 - (ii) in breach of clause 3.(g)(i) you are liable for any repair costs undertaken or made by You and You agree to indemnify **Hertz** against any claims by third parties against **Hertz** in respect of any unauthorised repairs, the quality of any unauthorised repairs and any ongoing remedial works to rectify any unauthorised repairs.

4. Charges and Penalties

- (a) You agree to pay to **Hertz** the following charges and penalties for renting the **Vehicle**:
 - (i) **Time Charges**

The daily rental charge noted on the **Rental Form** for each **Rental Day**. The minimum daily charge will be for one **Rental Day** unless

otherwise stated in the **Rental Agreement**. The Extra Hours Rate shown on the **Rental Form** is charged for each full or partial hour in excess of a full **Rental Day** until the amount reaches the cap of the daily rental charge;

(ii) **Kilometre Charge**

The charge for each kilometre driven in excess of the kilometre allowance (if any) noted on the **Form**, calculated at the appropriate kilometre rate;

(iii) **Delivery/Collection Charges**

A charge noted on the **Rental Form**, including 'one way fees' for delivering the **Vehicle** at, and/or collecting the **Vehicle** from, any location as requested by you, other than those **Hertz** rental locations for which no charges apply or the reasonable costs and expenses of **Hertz** for recovery or repossession of the **Vehicle** under clause 2.;

(iv) **Optional Renter Protection Services**

The amount for an optional renter protection service (Renter Protection Service) as accepted by You and noted on the **Rental Form**, calculated for each full or partial **Rental Day**. See clause 12. for information regarding Renter Protection Services.

(v) **Fuel Costs**

Unless You have accepted the Fuel Purchase Option as noted on the **Rental Form**, or unless otherwise indicated on the **Rental Form**, You must either return the **Vehicle** with a full tank of fuel or pay for **Hertz** to refuel it at the price of:

- (A) If the **Vehicle** travelled less than 120 kilometres during the **Rental Period** - the number of kilometres travelled multiplied by the rate per kilometre specified on the **Form**; or
- (B) if the **Vehicle** travelled 250 kilometres or more during the **Rental Period** or in the event of an **Accident** during the **Rental Period** - the number of litres of fuel required to refill the tank multiplied by the price per litre specified on the **Form**.

(vi) **Collection Expenses**

Where You do not pay the charges in accordance with this Agreement, You must reimburse **Hertz** for its reasonable expenses and costs incurred in collecting from You the charges payable under this Agreement and for reasonable interest charges calculated at the rate specified in clause 4.(c);

(vii) **Charges and Penalties**

The amount noted on an **Infringement Notice**. In the event an **Infringement Notice** is received by Hertz, Hertz will:

- (a) Advise the relevant authority that you were the driver of the **Vehicle** at the time of the infringement. The authority will issue the infringement notice to you;
- (b) Charge the renter an Infringement Administration fee of \$33 (exclusive of GST) for each infringement notice received which will reimburse Hertz the cost incurred in the processing of the **Infringement Notice**;

(viii) **Location Fee**

A charge noted on the **Rental Form** where You collect the **Vehicle** from and/or return the **Vehicle** to particular locations, including but not limited to airport and downtown locations. The Location Fee varies from location to location and is levied as a percentage of other charges as shown on the **Rental Form**.

(ix) **Costs Recoveries**

The charge noted on the **Rental Form** in respect of operating costs including, but not limited to, vehicle registration, compulsory third party insurance, stamp duty on vehicle purchases and transport accident charges. The charge may vary in different States, Territories or other locations;

(x) **Surcharges**

The amount noted on the **Rental Form** in respect of the additional further operating costs of conducting business in certain regions or at certain venues, or related to use of the **Vehicle** by each **Additional Driver** or each person less than age 25;

(xi) **Credit or Charge Card Surcharge**

A minimum of 1.5% or the percentage rate as otherwise noted on the **Rental Form** of any amount charged to a credit or charge card;

(xii) **Administration Fee**

The percentage rate or the amount noted on the **Rental Form** in relation to administration functions undertaken in respect of vehicle rentals;

(xiii) **Administrative Charges**

An amount noted on the **Rental Form** for administrative functions **Hertz** undertakes including the payment of, or handling of any claim for, any charges and penalties, such as infringement processing, referred to in clause 4.(a)(vii) in respect of Your **Rental**;

(xiv) **Breakdown Roadside Assistance**

The cost of providing breakdown roadside assistance, where the problem (for which assistance is requested by **You** or an **Additional Driver**) is not caused by a problem inherent to the **Vehicle**.

- (b) Regarding the **Accessories**, You agree to pay to **Hertz** the daily accessory charge noted on the **Rental Form** for each **Rental Day** or part thereof in which the **Accessories** are made available for rent.
- (c) Where the amount of any charge is not specified on the **Rental Form**, the amount or the basis of calculation of the amount as determined by **Hertz** from time to time as set out:

Breakdown Roadside Assistance where the problem for which assistance is requested is not a problem with, or inherent to, the Vehicle , for example: the Vehicle has run out of petrol or You have locked the keys in the Vehicle .	\$150.00 (exclusive of GST)
In the event of an Accident the cost of recovery and/or towing the Vehicle to a Hertz location, police compound or a vehicle assessment / repair facility.	From \$150.00 (exclusive of GST) depending on distance travelled and time and/or difficulty of recovery of the Vehicle to be towed
Infringement Administration Fee for processing of all Infringements Notices .	\$33.00 (exclusive of GST)
Claims Administration Fee for processing all Damages referred to in clause 6.	\$55.00 (exclusive of GST)
Vehicle keys and remote door opening device returned to wrong location at end of Rental Period	From \$150.00 (exclusive of GST)
Replacement of Vehicle keys and remote door opening devices lost during the Rental Period	From \$150.00 to \$2000.00 (exclusive of GST) depending upon vehicle type
Administrative Fee for the return of lost and found property to You	Actual cost of postage, delivery or courier plus an administrative fee of \$20.00 (exclusive of GST)
Cleaning of Excessively Dirty Vehicle	Cleaning Charge is the charge imposed for cleaning an Excessively Dirty Vehicle .
Cleaning Charge Administration Fee	\$55.00 (exclusive of GST)
Interest charged on outstanding rental charges	Interest is calculated daily at the rate equal to Westpac Banking Corporation standard business overdraft rate plus 2%

- (d) **Long Term Rental** will be invoiced on a 30 day cycle beginning from the commencement of the **Rental Period** or upon the conclusion of

any period less than 30 days during the **Rental Period** for the **Long Term Rental**.

- (e) You agree to pay to **Hertz** the charges under this clause on demand. That will usually be at the end of the **Rental Period**, but may involve payments being made subsequently, after the **Vehicle** or **Accessories** have been inspected by **Hertz** and where costs and expenses are determined after the **Rental Period** ends. **Hertz** may charge Your Credit Card for all charges under this clause 4. in accordance with clause 11.(a).

5. Full Responsibility

You should refer to clauses 5.(e), 5.(f) and 6. for Your potential liability resulting from any use of the **Vehicle** for, or incurred whilst the **Vehicle** is being used for, any Prohibited Use or by any Prohibited Person or for any Full Responsibility Use referred to in this clause. You should refer to clause 5.(d) for Your liability for **Accessories**.

(a) Prohibited Uses

The **Vehicle** must never be used:

- (i) recklessly, or with deliberate intent to cause injury, loss or damage;
- (ii) in Tasmania unless rented from a location in Tasmania;
- (iii) on Fraser Island or north of Cooktown in Queensland;
- (iv) in the Northern Territory on the road to Jim Jim Gorge and Twin Falls or north of the Oodnadatta Track (including the following areas: Dalhousie Springs, Mount Dare, Witjira National Park and Pedirka Desert);
- (v) in any other such location or region reasonably specified by Hertz as an area or region which is prohibited;
- (vi) for committing an illegal or unlawful act (other than a traffic offence which does not automatically result in the loss of your drivers' license);
- (vii) for racing or undertaking reliability trials or other contests;
- (viii) for conveying passengers for hire or reward (unless **Hertz** consents in writing);
- (ix) for hauling any goods that are incorrectly or inappropriately loaded or for the haulage of which the Vehicle was not designed (including any hazardous materials, such as any gases or substances which may form explosive mixtures); or
- (x) for towing a trailer or any other vehicle, unless the **Vehicle** has a towbar, in which case You have permission from **Hertz** to tow a trailer provided the weight and dimensions of the item being towed do not exceed the specified capacity of the **Vehicle**.

(b) Prohibited People

The following people must never drive the **Vehicle** or otherwise be in control of the **Vehicle**:

- (i) any person who is **Intoxicated** by any substance; or
- (ii) any person other than an **Authorised Driver**.

(c) Full Responsibility Uses

You will be fully responsible and liable for **Damages** under clause 6. where the **Vehicle** is used:

- (i) on any road or other surface which is not sealed other than a road under repair, or a road notified to You by **Hertz**, unless the **Vehicle** is a **Four Wheel Drive (4WD) Vehicle**;
- (ii) in any Alpine Resort during the gazetted snow season or in any other area under conditions where a reasonable person would use snow chains.
- (iii) on any beach or in any other area exposed to saltwater;
- (iv) in any area or under any circumstances (including crossing a waterway or transporting a **Vehicle** across a waterway) where the **Vehicle** may or does become partially or totally immersed in water;
- (v) under any circumstances where the **Vehicle** may or does sustain damage to the body or undercarriage as a result of making contact with a stationary object overhanging or on the road surface (including driving or attempting to drive under, over or around any such object);

- (vi) under any circumstances where the **Vehicle** sustains damage to the roof area including but not limited to the fitting of roof racks (or similar devices), standing or sitting on the roof or making contact with overhanging objects;
- (vii) under any circumstances where the **Vehicle** is refuelled with fuel other than which is recommended by the **Vehicle** manufacturer;
- (viii) where a **Vehicle** on a **Long Term Rental** sustains mechanical damage as a consequence of non compliance with clauses 3.(c), 3.(d) and 3.(e);
- (ix) where the **Vehicle** is driven between the hours of sunset and sunrise in the Northern Territory, the Pilbara in Western Australia or Kangaroo Island in South Australia and such **Damage** is caused by a collision with an animal or by the driver avoiding a collision with an animal;
- (x) under any circumstances where the **Vehicle** and its keys are unsecured; or
- (xi) in any other area or region specified to You by **Hertz** as an area or region in which the **Vehicle** must not be used; or
- (xii) where a **Vehicle** sustains mechanical damage as a consequence of non compliance with clauses 3.(c) and 3.(d).

(d) Responsibility for Accessories

You will be fully responsible and liable for **Damages** under clause 6 to any **Accessories** even if You have accepted MAX or AER for the **Vehicle**. MAX or AER does not apply to any loss of or damage to **Accessories**.

- (e) If the **Vehicle** is used for a Prohibited Use or by a Prohibited Person in breach of clause 5.(a) or 5.(b):
 - (i) to the extent permitted by applicable law, You will lose the benefit of any limitation on Your liability for loss of or damage to the **Vehicle**, even if You have accepted MAX or AER; and
 - (ii) will constitute a breach of this Agreement, making You responsible, to the fullest extent permitted by applicable law, for the actual and consequential damages to **Hertz** caused by the breach, together with **Hertz's** related costs and legal fees.
- (f) If the **Vehicle** is used for a Full Responsibility Use referred to in clause 5.(c), to the extent permitted by applicable law, You will lose the benefit of any limitation on Your liability for loss of or damage to the **Vehicle**, even if You have accepted MAX or AER.

(g) No smoking

No smoking is permitted inside the **Vehicle**. You are responsible to ensure that neither You nor any **Authorised Driver, Additional Driver**, passengers nor any occupants smoke inside the **Vehicle**. Should You or any **Authorised Driver, Additional Driver**, passengers or any occupants smoke inside the **Vehicle** You agree that the **Vehicle** will be deemed an **Excessively Dirty Vehicle** and to pay a **Cleaning Charge** in respect of the **Vehicle**.

6. Your Liability

- (a) Subject to this clause 6., You are responsible, to the fullest extent permitted by applicable law, for all **Damages** which occur during the **Rental Period** or which result from Your rental or use of the **Vehicle** or **Accessories**.
- (b) Notwithstanding anything in this clause 6. or any other clause, there is no cap or limit on Your liability to **Hertz** resulting from any use of the **Vehicle** for, or incurred whilst the **Vehicle** is being used for, any Prohibited Use or by any Prohibited Person or for any Full Responsibility Use referred to in clause 5. (Full Responsibility).
- (c) You agree and consent to charge in **Hertz** all estate and interest in any land and/or in any other assets whether tangible or intangible in which You have any legal or beneficial interest and/or in which you later acquire such interest for the payment of all money for all **Damages** owing to **Hertz**.
- (d) Your liability to **Hertz** for **Damages** to the **Vehicle** resulting from a **Single Vehicle Accident** is limited to the amount of the **ADE plus \$2,200** (exclusive of GST) for a non **4WD Vehicle** and \$4,400 (exclusive of GST) for a **4WD Vehicle** or such other amount in addition to the **ADE** as is specified in the **Additional Terms**.

- (e) Your liability to **Hertz** for **Damages** to the **Vehicle** resulting from:
 - (i) water damage (other than by total or partial immersion) is limited to the amount of the **ADE plus \$2,200** (exclusive of GST) or such other amount in addition to the **ADE** as is specified in the **Additional Terms**;
 - (ii) hail, flood, fire, storm, cyclone or other natural disasters is limited to the amount of the **ADE plus \$2,200** (exclusive of GST) or such other amount in addition to the **ADE** as is specified in the **Additional Terms**.
- (f) Your liability to **Hertz** for **Damages** to the **Vehicle**, other than as set out in clauses 6.(d) and 6.(e), which occur during the **Rental Period** or which result from Your rental or use of the **Vehicle** is limited to the amount of the **ADE**. In the event of damage to the **Vehicle**, You will be charged the amount of the **ADE** and should the cost of the repairs be less than the **ADE**, You will be reimbursed the difference.
- (g) If the person driving or otherwise in control of the **Vehicle** when an **Accident** occurs is an **Authorised Driver** under 25 years of age, the limit on Your liability under each of clauses 6.(d), 6.(e) and 6.(f) will be increased by **\$2,200** (exclusive of GST).
- (h) Notwithstanding clauses 6.(d), 6.(e) and 6.(f), You are liable to reimburse **Hertz** for **Damages** incurred as a result of You fitting **Accessories (as provided by Hertz or otherwise)** to the **Vehicle** incorrectly or otherwise in a manner which causes damage to the **Vehicle**, the **Accessories** or any other vehicle or property.
- (i) Notwithstanding clauses 6.(d), 6.(e) and 6.(f), You are liable to reimburse **Hertz** to the extent that any breach by You of clause 9, including the making of any admission of liability in breach of clause 9.(d), results in **Hertz** incurring greater loss, damage, liability, cost or expense than it would have incurred but for Your breach.
- (j) Notwithstanding clauses 6.(d), 6.(e) and 6.(f), You agree to indemnify and hold **Hertz** harmless to the maximum extent permitted by law from any claim against **Hertz** for loss of or damage to any personal property that is connected with the rental under this Agreement. This includes, without limitation, personal property left in any **Hertz** vehicle or brought onto **Hertz's** premises, but does not include the **Vehicle** or any other property damaged as a result of the Vehicle colliding with it and does not include any loss or damage caused by the negligence or wilful default of **Hertz**.
- (k) The liability of any **Authorised Driver** for causing personal injuries resulting from use of the **Vehicle** is covered by the statutory schemes relating to transport accident compensation in each State and Territory of Australia (subject to the conditions and limitations of those schemes). For details of the scope, conditions and limitations of this coverage, You should contact the relevant authority in the State or Territory in which the **Vehicle** is registered.
- (l) You are responsible for returning the **Vehicle** to **Hertz** in the same condition as it was at the start of the rental.
- (m) You are responsible for payment of any tolls incurred for use of tollways in Australia. Where tolls are charged electronically, you can pay the toll company:
 - (i) direct;
 - (ii) you may in some locations purchase tollway passes for the period of Your rental;
 - (iii) you authorise us to forward your credit card details to the toll company for payment; or
 - (iv) you warrant that you are authorised to permit us to forward the credit card details that you have provided to us, if not in your name, to the toll company for payment. Where the Card is not in Your name You warrant that You are authorised to permit and authorise **Hertz** to charge the Card in accordance with clause 11.

7. Limited Liability and Indemnity

- (a) You have rights under and in connection with this Agreement by reason of consumer protection legislation, including warranties that the **Vehicle** or the **Accessories** are of merchantable quality, matches any description or sample against which it is rented and any services are provided to You by **Hertz** using all due care and skill. Save for these rights **Hertz** provides no other warranties in respect of the **Vehicle** or the **Accessories** or Your rental of the **Vehicle** or the **Accessories**.

- (b) For the sake of clarity, save for its obligations under clause 7.(a), to the maximum extent permitted by law **Hertz** accepts no responsibility or liability to You or any **Authorised Driver** for any loss, damage, costs, expenses, damages (including for loss of use or enjoyment but excluding any loss or damage caused by the negligence or wilful default of **Hertz**) or any other liabilities resulting from:
 - (i) any **Accident**, breakdown or any other failure of the **Vehicle**; or
 - (ii) loss of or damage to Your or anyone else's personal property, which includes, without limitation, personal property left in any **Hertz Vehicle** or brought onto **Hertz's** premises; or
 - (iii) any error or omission in any street directory, vehicle navigation system or other map (whether or not provided by **Hertz**), or any fault in or malfunction of any car phone, ipod, ipad (or similar type device) or vehicle navigational system (whether installed in or otherwise provided with the **Vehicle**).
- (c) Without limiting the foregoing, to the maximum extent permitted by law **Hertz** will not be liable to You or any **Authorised Drivers** for any loss of use or enjoyment of the **Vehicle**, the **Accessories** or another vehicle or any indirect, special or consequential damages arising in any way out of any matter covered by this Agreement;
- (d) Unless You have rented the **Vehicle** and the **Accessories** for personal, domestic or household use, any liability of **Hertz**, including any liability for negligence, is limited to the extent permitted by law to:
 - (i) in the case of goods, at the option of **Hertz**:
 - (A) replacement of the goods or supply of equivalent goods;
 - (B) repair of the goods;
 - (C) payment of the cost of replacing the goods or acquiring equivalent goods; or
 - (D) payment of the cost of having the goods repaired.
 - (ii) in the case of services, at the option of **Hertz**:
 - (A) supplying of the services again; or
 - (B) payment of the cost of having the services supplied again.

8. Representations by Travel Agents

For the sake of clarity, travel agents are not **Hertz** employees or agents of **Hertz**. Accordingly, to the extent permitted by law, **Hertz** does not accept liability for claims, statements or representations made by any travel agent concerning the **Vehicle**, the **Accessories** or **Hertz's** services under this Agreement.

9. Accidents and Fines - What You Do

- (a) You must report any **Accident** (irrespective of whether it results in the **Vehicle** or any Accessories being damaged, lost or destroyed) to **Hertz** as soon as possible after the **Accident** occurs.
- (b) You must provide all information **Hertz** reasonably requests concerning the **Accident** within 48 hours of any request. Without limiting the foregoing, You must deliver to **Hertz** a correctly completed Vehicle Incident Report Form to the Hertz rental location from which the rental vehicle is rented or to which it is returned including any police witness statements or reports **within 48 hours** after the **Accident**.
- (c) You agree to assist **Hertz** (at **Hertz's** cost and direction) in respect of any claim or action brought in respect of any **Accident**, including attending court to give evidence.
- (d) No offer of compromise, payment, settlement, waiver, release, indemnity or any other admission of liability (other than a true statement made under compulsion of law) must be made by You or on Your behalf in relation to the **Accident**.
- (e) Any papers or other documents received by You concerning the **Accident** must be promptly given to **Hertz**. You further agree to take reasonable steps to ensure that any other person who receives any such papers or documents concerning the **Accident** provides those papers and documents promptly to **Hertz**.
- (f) You agree to report any traffic or parking infringement which occurs during the **Rental Period** to **Hertz** as soon as possible after it occurs.
- (g) **Hertz** may, in the exercise of its reasonable discretion, terminate Your renting of the **Vehicle** or the **Accessories** and not provide a replacement vehicle or replacement accessory after an **Accident**. In

the event of termination, **Hertz** will refund pro-rata prepaid charges but reserves the right to set off any such prepaid charges against all charges due and payable under clause 4. and in respect of **Damages** due and payable under clause 6.

- (h) By entering into the agreement and the hiring of the **Vehicle** you consent to and authorise **Hertz** to obtain copies of any police witness statements or reports made or able to be obtained by You in relation to the **Accident** or police charges against You.

10. Consent to Use and Disclosure of Personal Information

- (a) You agree that **Hertz** may use and disclose Your personal information in accordance with its Privacy Policy
- (b) You consent to **Hertz** obtaining reports from credit reporting agencies for the purpose of assessing Your applications to rent vehicles from **Hertz** and managing Your rentals of vehicles. You also consent to **Hertz** giving Your identity particulars to credit reporting agencies for the purpose of obtaining such reports and to **Hertz** obtaining information about You from credit providers identified in such reports. You understand that if You default on payment obligations to **Hertz**, information about that default may be given to credit reporting agencies and such agencies may share this information with their subscribers.

11. Credit, Charge or Debit Cards and Cash

- (a) You authorise **Hertz** to charge the credit, charge or debit card ('Card'), the imprint of which or the number of which You provide to the **Hertz** representative when renting the **Vehicle** (or at any other time), in respect of all charges due and payable under clause 4. and in respect of **Damages** due and payable under clause 6. or such other amount in addition to the **ADE** as is specified in the **Additional Terms**.
- (b) If You present a Card at the commencement of the rental, You also authorise **Hertz** to reserve credit with, or obtain an authorisation from, the Card issuer at the time of rental in an amount up to the expected cost of the rental (less any discount, credit or rebate) plus \$200.00 (exclusive of GST) or other such amount advised at time of reservation.
- (c) If **Hertz** charges Your Card for **Damages** due and payable under clause 6., it will promptly notify You of the amount so charged and provide details of the **Damages**. If You dispute the **Damages** or the amount charged, You may contact the **Hertz** representative stated on the notification letter. **Hertz** will deal promptly with any dispute and, if it reasonably considers that any amount should be refunded to You, will promptly credit that amount to Your Card. If You are dissatisfied with any determination made by **Hertz** in this respect, You may contact **Hertz's** Customer Relations Department.
- (d) Your Card may be so charged within 28 days after the Vehicle has been returned, notwithstanding that any particular charge or amount of Damages could have been but was not charged when the Vehicle was returned.
- (e) Where it appears to **Hertz** that **Damages** resulting from Your rental of the **Vehicle** may approach or exceed the amount limited by clauses 6.(d), 6.(e), 6.(f) and as qualified by clause 6.(g), **Hertz** will charge Your Card with that amount. If it later transpires that actual **Damages** are less than that amount, **Hertz** will promptly credit the difference to Your Card.
- (f) You warrant that the Card is Your's and You (whether alone or with another person or other people) are responsible for all amounts credited, charged or debited to that Card. Where the Card is not in Your name You warrant that You are authorised to permit and authorise **Hertz** to charge the Card in accordance with clause 11.
- (g) If You provide a cash deposit at a rental location, there is no guarantee the deposit (or part thereof) will be reimbursed in cash at the time the **Vehicle** is returned to **Hertz**. In these circumstances, a cheque will be forwarded within 14 business days of return of the Vehicle to the address notated on the **Rental Form**.

12. Optional Renter Protection Services

- (a) You may purchase optional Renter Protection Services which may reduce Your liability under clause 6. for **Damages** which occur during the **Rental Period** or which result from Your rental or use of the **Vehicle**. Optional Renter Protection Services will not reduce or limit Your liability for any Loss of or Damage to **Accessories** or the **Damages** arising therefrom. Rental Protection Services offered by **Hertz** is not an insurance policy.

- (b) Notwithstanding anything in this clause 12. or any other clause, and irrespective of whether You purchase any Renter Protection Services, there is no cap or limit on Your liability to **Hertz**:
 - (i) resulting from any use of the **Vehicle** for, or incurred whilst the **Vehicle** is being used for, any Prohibited Use or by any Prohibited Person or for any Full Responsibility Use referred to in clause 5. (Full Responsibility); or
 - (ii) pursuant to clauses 6.(h), 6.(i) and 6.(j).
- (c) If Maximum Cover (**MAX**) (which is only available at some locations) is offered to and accepted by You as noted on the **Rental Form**:
 - (i) other than as set out in clauses 12.(c)(ii), 12.(c)(iii) and 12.(c)(iv). You have no liability to **Hertz** for **Damages** which occur during the **Rental Period** or which result from Your rental or use of the **Vehicle** (including tyre and/or windscreen damage);
 - (ii) You have no liability to **Hertz** for **Damages** resulting from a **Single Vehicle Accident** unless the person driving or otherwise in control of the **Vehicle** when the **Single Vehicle Accident** occurred was an **Authorised Driver** under 25 years of age, in which case Your liability to **Hertz** is limited to the amount of the **ADE** noted on the **Rental Form plus \$2,200** (exclusive of GST);
 - (iii) Your liability to **Hertz** for **Damages** to the **Vehicle** resulting from:
 - (a) water damage (other than by total or partial immersion) is limited to the amount of the **ADE plus \$2,200** (exclusive of GST) or such other amount in addition to the **ADE** as is specified in the **Additional Terms**;
 - (b) hail, flood, bush fire, storm, cyclone or other natural disasters is limited to the amount of the **ADE plus \$2,200** (exclusive of GST) or such other amount in addition to the **ADE** as is specified in the **Additional Terms**;
 - (iv) if the person driving or otherwise in control of the **Vehicle** when an **Accident** occurs is an **Authorised Driver** under 25 years of age, the limit on Your liability to **Hertz** under each of clauses 12.(c)(ii), 12.(c)(iii) and 12.(c)(iv) is increased by **\$2,200** (exclusive of GST).
- (d) If Accident Excess Reduction (**AER**) is offered to and accepted by You as noted on the **Form**:
 - (i) other than as set out in clauses 12.(d)(ii), and 12.(d)(iii), Your liability to **Hertz** for **Damages** which occur during the **Rental Period** or which result from Your rental or use of the **Vehicle** is limited to the amount of the **ADE** noted on the **Rental Form**;
 - (ii) Your liability to **Hertz** for **Damages** resulting from a **Single Vehicle Accident** or water damage (other than by total or partial immersion) is limited to the amount of the **ADE** noted on the **Rental Form PLUS \$2,200** (exclusive of GST); and
 - (iii) if the person driving or otherwise in control of the **Vehicle** when an **Accident** occurs is an **Authorised Driver** under 25 years of age, the limit on Your liability to **Hertz** under each of clauses 12.(d)(i) and 12.(d)(ii) is increased by **\$2,200** (exclusive of GST).

13. Written notice or demand

Any written notice or demand required to be given under this **Agreement** will be sufficiently made:

- (i) if left at the address stated on the **Rental Form**;
- (ii) if the notice or demand is posted by prepaid post to Your address stated on the Rental Form it will be deemed to have been received by You 2 business days after the date on which the notice or demand was posted;
- (iii) if made by facsimile, email, sms or other electronic form on the numbers or electronic addresses stated on the **Rental Form**;
- (iv) if the notice or demand is sent by the electronic form referred to in clause 13.(iii) it will be deemed to have been received by You on the day on which, at the time at which and from the place from which it appears from the notice or demand to have been sent.

14. Severance

Any part of this agreement shall be severable without affecting any other part of this agreement.



Vehicle Condition Report

When you rent a vehicle from Hertz, you are responsible for returning that vehicle to Hertz in the same condition as it was in at the start of the rental, with the exception of fair wear and tear.

A vehicle Condition Report is incorporated into the rental agreement or a report labelled 'Vehicle Condition Report' handed to you at the counter when you collect your vehicle. This report will identify any pre-existing damage that there may be to your vehicle. We ask that you check the condition of your vehicle when you collect it and, if there is any discrepancy between its condition and the Vehicle Condition Report, you return to the counter and request that the report be amended or a new report be prepared.

This practice has been introduced for the peace and mind of our renters and Hertz.

Vehicle Incident Report

In the event of an accident:

1. Please complete the Vehicle Incident Report Form which can be obtained from any Hertz location and return to the Hertz rental location from which the rental vehicle is rented or to which it is returned.
2. Do not admit liability in relation to the accident to any person (other than a true statement made under compulsion of law).
3. You should also promptly report details to Hertz. Telephone numbers are available through central reservations or at www.hertz.com. The central reservations telephone number appears on the front of this rental wallet.
4. In the event of an injury, report the accident to the Police immediately.
5. Please ensure that you read all the Terms & Conditions of your Rental Agreement.



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