Introduction

It is important that before You purchase this insurance You take the time to read and understand this Combined Product Disclosure Statement (PDS) and Financial Services Guide (FSG) in its entirety, as it contains important information as required under the financial service provisions of the Corporations Act 2001 including information about the extent of the cover and its limitations.

If You do not understand any part of this document, please contact Us and We will be happy to explain any matter for You.

PLEASE TAKE THE TIME TO READ THROUGH THIS DOCUMENT CAREFULLY AND RETAIN FOR YOUR RECORDS

Please note that if the finance contract is not regulated by the National Consumer Credit Protection Act 2009 (Cth) (NCCP), then nothing contained in this document can or should be read as implying that the finance contract is regulated by the NCCP.

Preparation date 1st Oct 2016. V011016

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Part B Financial Services Guide
Part A:

Product Disclosure Statement

WHAT IS A PRODUCT DISCLOSURE STATEMENT (PDS)?

This PDS is designed to assist You in understanding this insurance You are considering so You can make an informed choice about whether You should purchase it.

We may need to update this PDS from time to time if certain changes occur where required and permitted by law. If this happens, We will issue You with a new PDS or a Supplementary PDS or other compliant document to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, We may issue You with notice of this information in other forms or keep an internal record of such changes (You can get a paper copy free of charge by contacting Us using Our details below).

Other documents may form part of this PDS and the Policy. If they do, We will tell You in the relevant document.

Some words or expressions have special meaning. They begin with capital letters and their meaning is explained in the Definitions and Interpretations section of this PDS.

WHO IS THE INSURER?

Eric Insurance Limited (Eric) ABN 18 009 129 793 AFSL 238 279, the issuer and underwriter of this insurance product, is an Australian owned insurance company which is authorised by the Australian Prudential Regulation Authority (APRA) to carry on general insurance business in Australia under the Insurance Act 1973 (Cth) and holds an Australian Financial Services Licence issued by Australian Securities and Investments Commission (ASIC).

If You need to contact Eric please do so through any of the options listed in the company details below:

PO Box 9106, Scoresby VIC 3179
Telephone: 1800 999 977
Web: www.ericinsurance.com.au
Email: info@ericinsurance.com.au
OUR CONTRACT WITH YOU

Where We agree to enter into a Policy with You, following payment or Your agreement to pay the Premium, it is a contract of insurance between Us and You (see definition of “You” for details of who is Covered by this term).

The Policy sets out the Cover which We are able to provide You. You need to decide if the limits, type and level of Cover are appropriate for You and will Cover Your potential loss. If they are not, You may be underinsured and You may have to bear that part of any loss for which You are not Covered.

The Policy consists of:

- This document which sets out the standard terms and conditions of Your relevant Cover, including its limitations and exclusions;
- The Policy Schedule issued by Us. The Policy Schedule is a separate document, which shows certain insurance details relevant to You. It may include additional terms, conditions and exclusions relevant to You that amend the standard terms of this document. If the Policy is varied during the Period of Insurance We will send You an updated Policy Schedule taking into account the variations; and
- Any other change to the terms of the Policy otherwise advised by Us in writing (such as an Endorsement or Supplementary PDS) which may vary or modify the above documents.

These are all important documents and should be carefully read together as if they were one document to ensure that You are satisfied with the Cover. All Policy documentation should be kept in a safe place for future reference.

We reserve the right to change the terms of the Policy where permitted to do so by law.

TRUTHFUL STATEMENTS

You are required to be truthful when supplying information in Your application for this Insurance Policy. See Your “Duty of Disclosure”.

NO OBLIGATION TO PURCHASE

This Policy is not compulsory and it is not a condition of Your Finance Contract that You must have this insurance. If You apply for, or obtain a Policy, You are not obliged to buy the Policy. If You do choose to take out this insurance Policy, You may do so with another insurer on terms that are the same or different to the terms of the Policy.

COMMISSION

Our authorised representatives receive a commission for arranging this Insurance and do so on Our behalf and not Yours. The commission payable to Our authorised representatives is calculated as a percentage of the Premium You pay, excluding Stamp Duty and government charges. For more information on the commission Our authorised representatives receive refer to the FSG (Part B of this document).

YOUR DUTY OF DISCLOSURE

Before You enter into an insurance contract, You have a duty of disclosure under the Insurance Contracts Act 1984.

If We ask You questions that are relevant to Our decision to insure You and on what terms, You must tell Us anything that You know and that a reasonable person in the circumstances would include in answering the questions.

You have this duty until We agree to insure You.

IF YOU DO NOT TELL US SOMETHING

If You do not tell Us anything You are required to tell Us, We may cancel Your contract or reduce the amount We will pay You if You make a claim, or both.

If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

SPECIAL CONDITIONS (FINANCED POLICIES)

In the event that:

- The Vehicle is given as security under a Finance Contract; and
- The Premium is being funded under a Finance Contract that is regulated under the National Consumer Credit Protection Act 2009 (Cth) (NCCP),

The Period of Insurance will not exceed 12 months.

ELIGIBILITY CRITERIA

You are only eligible for Cover under the Policy if You meet the following eligibility criteria:

You must:

- Be at least 18 years of age.
- The Covered Vehicle must be a Motor Vehicle with a carrying capacity of less than 2 tonnes; or a Trailer or Caravan capable of being towed by a Vehicle with a carrying capacity of less than 2 tonnes.

Cover under this Policy only relates to the individual named in the Policy Schedule and is not available to multiple persons.

SIGNIFICANT FEATURES

The Policy is an insurance Policy with the following significant features and benefits:

- Offers You a choice of Cover terms, 12 or 36 months (subject to special conditions);
- The Period of Cover ceases on the first to occur of the following:
  - Upon the expiry of the Period of Insurance; or
  - If the Vehicle is sold and no valid Transfer of Ownership Form is accepted by Us.
- Subject to Our approval, it can be transferred to the Vehicle’s new owner when a private sale takes place; and
- Includes an additional benefits in the event of a claim which are detailed in the section ‘Additional Benefits’ in the Policy Wording.
WHAT IS TYRE & WHEEL INSURANCE?

Unlike comprehensive motor insurance where You have to pay an excess of $600 or more to repair damage, with Tyre & Wheel Insurance, if You hit a curb and Your Wheels are damaged to the point that they will no longer hold air, We will pay to repair or replace the damaged Tyres and/or Wheels without the need for You to pay an excess.

COVER PROVIDED

Subject to the terms and conditions of the Policy, We will at Our option pay the reasonable cost to repair or replace Your Tyre(s) and/or Wheel(s) as a result of Tyre and/or Wheel damage.

Policy Limits:

Tyre(s)

If any Tyre is punctured, or damaged by a pothole, kerb, nails, screws, metal, glass, road debris or blowouts We will:
- Repair if it is repairable, otherwise pay up to a maximum of $350 per Tyre to replace the Tyre;
- No more than two Tyres can be replaced per Policy Year.

We will only Cover Tyres that are roadworthy as allowed by law in the state or territory You reside or where the tread is not below any tread wear indicator.

Wheel(s)

If any Wheel is cracked, warped and or misshapen by potholes, kerbs, nails, screws, metal, glass, road debris or blowouts We will:
- Pay up to $1,000 to Repair if it is repairable;
- Otherwise pay up to $1,000 to replace the Wheel;
- We will only pay to replace or repair one Wheel per Policy Year.

We will only Cover the Wheel if it has become unroadworthy or fails to seal.

ADDITIONAL BENEFITS

In the event of an authorised claim, the following benefits are provided. Costs and charges will be reimbursed upon the submission of receipts or invoices:

Accommodation: Up to $100 per day and subject to an overall Policy maximum of $300 if Your Vehicle is immobilised beyond 100kms from Your home address and repairs are not completed on the day of authorisation.

Car Rental: Up to $50 per day and subject to an overall maximum of $300 per accepted claim if Your Vehicle is immobilised for more than 2 consecutive business days after the date of authorisation or repairs by Us.

Towing: Up to $100 for any one claim, and subject to a Policy maximum of $300.

EXCLUSIONS

The following are not Covered:
- Tyres/Wheels on unregistered Vehicles;
- Damage to Tyres or Wheels as the result of a motor Vehicle accident;
- Tyres or Wheels which are not roadworthy as defined by the State or Territory in which you reside;
- Damage caused by failure to maintain recommended Tyre pressures;
- Damage caused by negligence, vandalism, a malicious act, abuse or misuse;
- Damage due to Vehicle modifications that deviate from the manufacturer’s original specifications;
- Damage caused by scratching and bruising;
- Non damaged Tyres or Wheels for the purpose of matching a set of Tyres or Wheels;
- Wheel alignment or adjustment, unless approved by us as part of a claim;
- Tyres with dry rot or flat spots;
- Damage caused by driving on roads not regularly maintained;
- Recapped Tyres;
- Racing Tyres;
- Temporary or space saver Tyres;
- Racing Wheels;
- Tyres or Wheels on any towed item except where this Policy specifically Covers the towed item;
- Tyres that have been repaired, except for puncture repairs;
- Manufacturer defects or recalls;
- Damage to Wheels which does not effect the operation of the Wheel including but not limited to the ability to maintain air pressure; and
- Consequential damage to anything other than the Wheel/Tyre.

The Policy will cease and no claims will be accepted for any Vehicle which:
- is being or has been used in competitions, rallies, racing, pace making, reliability trials, speed or hill climbing or by overloading of the Vehicle;
- is being used for the conveyance of passengers for hire or reward, delivery or courier use, Police or emergency vehicle, drivers instruction or tuition for reward; or
- has been used for towing without suitable equipment as recommended by the Vehicle manufacturer.

This Policy does not Cover non-financial loss or consequential financial loss.

Consequential financial loss is indirect loss which accompanies insured loss including but not limited to legal costs or investigation costs.

Non-financial loss is loss, including but not limited to distress, inconvenience, pain and suffering and/or damage to reputation.
HOW TO MAKE A CLAIM

Important conditions relating to claims:

- Repairs or replacements must not commence unless authorised by Us; and
- You must ensure You take all reasonable steps to protect the Vehicle from further damage.

What do I do in relation to a claim?

If an event occurs that gives You a claim, then You must:

- Take Your Vehicle and Your Policy Schedule to a retail Tyre outlet;
- Prior to commencing repair or replacement, have the Tyre retailer contact Us on 1800 999 977. If appropriate, We will authorise the claim, supply them with an authorisation number and approval to commence work; and
- When work is completed the retailer will need to send their invoice to PO Box 9106, SCORESBY VIC 3179. The invoice must detail the work and cost of individual parts and the authorisation number.

If You experience any problems please contact Us on 1800 999 977 and We will contact the Tyre retailer on Your behalf.

TAXATION INFORMATION

Premiums are subject to Goods and Services Tax (GST) and stamp duty imposed by Commonwealth and State Governments. GST will also affect any claim You make under the Policy. Please refer to the ‘How to Make a Claim’ section in this PDS.

Generally, Your premiums are not tax deductible and claims payments are not assessable income for tax purposes unless You purchase Your Policy for business purposes. This taxation information is a general statement only. You should seek professional taxation advice for information about Your personal circumstances.

CANCELLATION

CANCELLATION BY YOU

If You wish to cancel the Policy, You may do so at any time by providing Us with notice by phone, email or by mail.

We will deduct from the Premium You paid an amount that Covers;

i. The period You have been insured for; and
ii. A cancellation fee of 15% of the Premium.

We will not charge a cancellation fee if You cancel the Policy during the cooling off period or if We cancel the Policy for any reason during that period.

If Your Vehicle is the subject of a finance agreement, the written approval of the Financier must be obtained prior to consideration of a request to cancel the Policy.

Cancellation by You will be effective by 4pm AEST on the day We receive Your cancellation notice or the date specified in Your cancellation notice (whichever occurs last).

CANCELLATION BY US

We may cancel or avoid the Policy for any reason permitted under law. For example We may cancel or avoid the Policy if You:

- Made a misrepresentation to Us before entering into the Policy;
- Fail to comply with the duty of disclosure or the duty of utmost good faith;
- Fail to comply with a provision of the Policy (including the obligation to pay the Premium on time); or
- Make a fraudulent claim under the Policy or any other insurance Policy.

If We cancel the Policy, We will give written notice to You personally, to Your agent or by post to Your last known address. Such notice will be effective from 4pm Australian Eastern Standard Time on the 7th day after the day it is given to You, unless it specifies a later date. You may be entitled to a pro rata refund of the Premium for the remaining Period of Cover, which is calculated as stated in “Cancellation By You” section above.

Where the Premium has been financed, You authorise Us to pay any refund direct to the Financier unless the Financier otherwise authorises the refund to be paid direct to You.

If the Vehicle is repossessed by the Financier then a pro rata refund of the establishment fee paid by You will be repayable to the Financier.

WHAT HAPPENS IF YOU SELL YOUR VEHICLE?

Any valid Policy can be transferred to a new owner at Our discretion.

If ownership of the Vehicle is transferred, Cover ends immediately, unless the Transfer of Ownership Form in this PDS is completed and submitted to Us, together with the transfer fee of $99 (including GST) within 14 days after the transfer and accepted by Us.

Transfer is not available if the Vehicle is sold to or through a motor dealer.

COST OF THE POLICY

The Premium payable for Your insurance Policy will be shown on the Policy Schedule. In setting Your Premium, a number of factors are taken into consideration. These factors may include the type of Vehicle being Covered and the Cover Term.

If You decide to buy the Policy from Us, the Premium includes an amount to take into account our obligation to pay any compulsory Government charges including Stamp Duty, GST and Fire Service levy where applicable as well as any establishment fee.
PAY BY THE MONTH

You can choose to pay Your premium by making twelve monthly instalments (Regardless of the Policy term nominated)

An administration charge will apply to use this facility. If You do choose to pay Your Premium by instalments, Your Premium will be more than if You choose to pay by a single annual payment.

The following apply to monthly payments of premium;

- If an instalment remains unpaid for 14 days or more, We may refuse to pay a claim;
- If an instalment remains unpaid for a period of one month past its due date, We can cancel the Policy; and
- If You have a claim, We shall deduct the instalments for the remaining period of insurance from the amount We pay You.

Where You choose to pay Your Premium by instalments, the first instalment will also include any establishment fee payable.

PRIVACY

Personal information is essentially information or an opinion about an identified individual or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether recorded in a material form or not. See the Privacy Act for full details.

You can choose not to provide Us with some of the details or all of Your personal information, but this may affect Our ability to provide You with Our services or products or properly manage and administer services and products provided to You or others.

We, and Our agents, need to collect, use and disclose Your personal information in order to consider Your application for the Policy, provide the cover You have chosen, calculate or offer discounts to You, administer the Policy, assess, investigate, handle and settle any claim, communicate with You both by mail and electronically about Your Policy, make special offers of other services and products provided by Us or those we have an association with, that might be of interest to You and conduct product and service research, data analysis and business strategy development.

For these purposes, We can collect Your personal information from and/or disclose it on a confidential basis to, Our related entities, Our distributors and other agents or contractors, other insurers (including reinsurers), insurance reference bureaux, law enforcement agencies, investigators, lawyers, accounting and other professional advisers, Your agents, actuaries, translators, loss assessors and adjusters, financiers, credit agencies, and other parties We may be able to claim Your information, but this may affect Our ability to provide You with Our services or products or properly manage and administer services and products provided to You or others.

We collect personal information directly from You unless You have consented to collection from someone other than You, it is unreasonable or impracticable for Us to do so or the law permits Us to. Where You provide personal information to Us about another person, You must be authorised to provide that information to Us and inform that person of this Privacy Notice including who We are, how We use and disclose their information, and how they can gain access to that information. By providing Us with personal information you and any other person You provide personal information for, consent to this use and these disclosures unless You tell Us otherwise. If You wish to withdraw Your consent, including for things such as receiving information on products and offers by Us or persons We have an association with, please contact Us.

Our Privacy policy provides details on how You can access Your personal information and seek correction of it. If You would wish to lodge a complaint with Us about a potential breach of Your privacy You may do so as outlined in Our Privacy policy and in the Dispute Resolution section of this PDS. Please contact us if You would like a copy of Our Privacy policy. The Privacy policy is also available on Our website www.ericinsurance.com.au.

COOLING OFF PERIOD

You have the right to cancel the Policy within 21 days of the date that it was issued or sold to You (“cooling off period”).

If You cancel the Policy during the cooling off period, We will refund the Total Amount Payable unless you have made a claim. The Policy will be terminated from 4pm AEST on the date We are notified of Your request.

To cancel the Policy, You must notify Us within the cooling off period. You can do this by contacting Us by phone, email or by mail.

After the cooling off period has ended, You still have cancellation rights (refer to “Cancellation” section for full details).

DISPUTE RESOLUTION

We have an internal procedure for Dispute Resolution so that if at any time Our products or services have not satisfied Your expectations You can contact Us. If You have a complaint, please give Us every opportunity to try to resolve Your complaint.

Step 1 Contact the Operations Manager
If You are not satisfied with Our initial response Your complaint will be referred for review by the Operations Manager who would respond to You within 15 business days.

Step 2 Contact our Compliance Manager
If the complaint is still not resolved to Your satisfaction, You can ask the Compliance Manager to refer Your dispute to Our Internal Dispute Resolution (IDR) Committee for review. The IDR Committee members are independent and have the authority to review the decision. The IDR Committee will inform You of the final decision within 15 business days.

A dispute can be referred to the Financial Ombudsman Service (FOS) subject to its terms of reference. It provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms and its contact details are:

The Financial Ombudsman Service
Local call: 1800 367 287
Post: GPO Box 3, Melbourne, Victoria 3001
Website: www.fos.org.au
CODE OF PRACTICE

The Insurance Council of Australia (ICA) has developed a voluntary General Insurance Code of Practice (the Code) to which We are a signatory. This Code aims to raise the standards of practice and service within the general insurance industry.

The objectives of this Code are:

- To commit Us to high standards of service;
- To promote better, more informed relations between Us and You;
- To maintain and promote trust and confidence in the general insurance industry;
- To provide fair and effective mechanisms to the resolution of complaints and disputes between Us and You; and
- To promote continuous improvement of the general insurance industry through education and training.

To obtain a copy of the Code visit www.codeofpractice.com.au or call (02) 9253 5100.

COMPENSATION ARRANGEMENTS AND FINANCIAL CLAIMS SCHEME

We are an insurance company authorised under the Insurance Act 1973 (Cth) (Insurance Act) to carry on general insurance business in Australia by the Australian Prudential Regulation Authority (APRA) and are subject to the prudential requirements of the Insurance Act. The Insurance Act is designed to ensure that, under all reasonable circumstances, financial promises made by Us are met within a stable, efficient and competitive financial system.

Because of this We are exempt from the requirements to meet the compensation arrangements Australian Financial Services Licensees must have in place to compensate retail clients for loss or damage suffered because of breaches by the licensee or its representatives of Chapter 7 of the Corporations Act. We have compensation arrangements in place that are in accordance with the Insurance Act.

In the unlikely event that We were to become insolvent and could not meet Our obligations under the Policy, a person entitled to claim under the Policy may be entitled to payment under the Financial Claims Scheme. Access to the scheme is subject to eligibility criteria. Please refer to www.apra.gov.au or call the APRA Hotline on 1300 55 88 49 for more information.

DEFINITIONS AND INTERPRETATION

Certain words used in this PDS have special meanings. This Definitions section contains such terms. In some cases, certain words may be given a special meaning in a particular section of the Policy when used or in the other documents making up the Policy.

Heads are provided for reference only and do not form part of the Policy for interpretation purposes.

Cover: Means the protection provided by the Policy.

Endorsement: Means a condition applied by Us or an alteration requested by You.

Financier: Means the Finance Company or credit institution, stated in the Policy Schedule, that provided the funds for the purchase of a Vehicle and where the Vehicle is regarded as security for the funds provided.

Finance Contract: Means the legal agreement with the Finance Company or credit institution which describes the terms and conditions under which the funds were provided to You.

Period of Insurance: Means the period beginning on the date the Cover commences and ending on the date the Cover expires as stated on the Policy Schedule.

Policy: Means the relevant insurance contract between Us and You. It consists of this document, the Policy Schedule and any other change to the terms of the Policy otherwise advised by Us in writing (such as Endorsements, Supplementary PDSs or notices We may give You from time to time).

Policy Exclusions: Means the circumstances which the Policy does not Cover, including those set out under the heading ‘Policy Exclusions’ in this document and in any other document forming part of the Policy.

Policy Schedule: Means the relevant schedule We issue (including on variation of the Policy) which includes Your details, the Vehicle details, the Policy number together with the details of Cover, establishment fee, Premium and other Policy details.

Policy Year: Means a 12 month period beginning on the Cover commencement date and anniversary there of.

Premium: Means the amount paid by You for the Policy, which includes any amounts We are required to pay in relation to compulsory Government charges such as Stamp Duty, GST and Fire Service levy, where applicable, but excluding any establishment fees.

Total Amount Payable: Means Your Premium and any establishment fee shown in Your Policy Schedule.

Transfer of Ownership Form: Means the form of that name included in this PDS.

Tyre(s): Means any Tyre fitted to Your Vehicle at the time of purchase of this Policy provided they are roadworthy or the tread is not below any tread wear indicator and they are not one of the excluded types of Tyres.

Wheel(s): Means the Wheel rim on Your Vehicle, excluding any part of the wheel assembly, such as wheel hub, brakes, bearings or axle at the time of purchase of this Policy.

Vehicle: Means the Vehicle including any accessories or modifications that are described in the Policy Schedule as the insured Vehicle provided it is one of the Vehicles of the type specified under the section titled “Eligibility Criteria”.

We, Us, Our: Means the issuer and insurer of the Policy, Eric Insurance Limited (Eric) ABN 18 009 129 793 AFSL 238 279

You, Your: Means the insured person named in the Policy Schedule, who must also be the registered owner of the Vehicle, or who has been named in the Policy and has Your express or implied consent to be in control of the Vehicle. It also includes the Financier if the Vehicle is subject to a finance contract but only to the extent of their interest in the Vehicle.

JURISDICTION AND CHOICE OF LAW

The Policy is governed by and construed in accordance with the law of Victoria Australia and the Insured agrees to submit to the exclusive jurisdiction of the courts of Victoria and agrees that it is its intention that this Jurisdiction and Choice of Law clause applies.

FURTHER INFORMATION AND CONFIRMATION OF TRANSACTIONS

If You require further information about this insurance or wish to confirm a transaction, please contact Us.
TRANSFER OF OWNERSHIP FORM

Should You sell Your Vehicle privately within the Period of Insurance this Cover is transferable, subject to Our approval. Transfer is not available if the Vehicle is sold to or through a motor dealer or trader.

Please complete this Transfer of Ownership Form and return it within 14 days of sale to:

The Administrator
PO Box 9106
SCORESBY VIC 3179

Payment of the $99 transfer fee can be made either via cheque or direct credit to the following details:

ACC Name: Eric Insurance Limited  BSB: 013-006  ACC No: 835 466 087 - please supply the policy number as the transaction reference

I certify that I have sold my Vehicle and request that this Cover is transferred and confirm that the Tyre & Wheel Insurance Combined Product Disclosure Statement and Financial Services Guide and the Policy Schedule have been passed to the new owner.

Warranty Number: __________________________________________________________________________________________________

Current Owners Details

First Name:_________________________________ Last Name:_____________________________________________________

Address:____________________________________ City:_______________________ State:_____________________________

Postcode:________________________ Phone:________________________________________________________

Vin No:___________________________________ Reg No:________________________________________________________

Model:____________________________________ Kms at sale date:_________________________________________________

Signature:__________________________________ Date:________________________________________________________

New Owner Details

First Name:_________________________________ Last Name:_____________________________________________________

Address:____________________________________ City:_______________________ State:_____________________________

Postcode:________________________ Phone:________________________________________________________

Date of Transfer:_________________________ Use: □Private □Business/Private □Commercial

Occupation:________________________________________________________________________________________________

I have been provided with the Tyre & Wheel Insurance Combined Product Disclosure Statement and Financial Services Guide and the Policy Schedule, and accept the terms and conditions of the Tyre & Wheel Insurance Policy.

New Owners Signature:___________________________________________________ Date:_____________________________