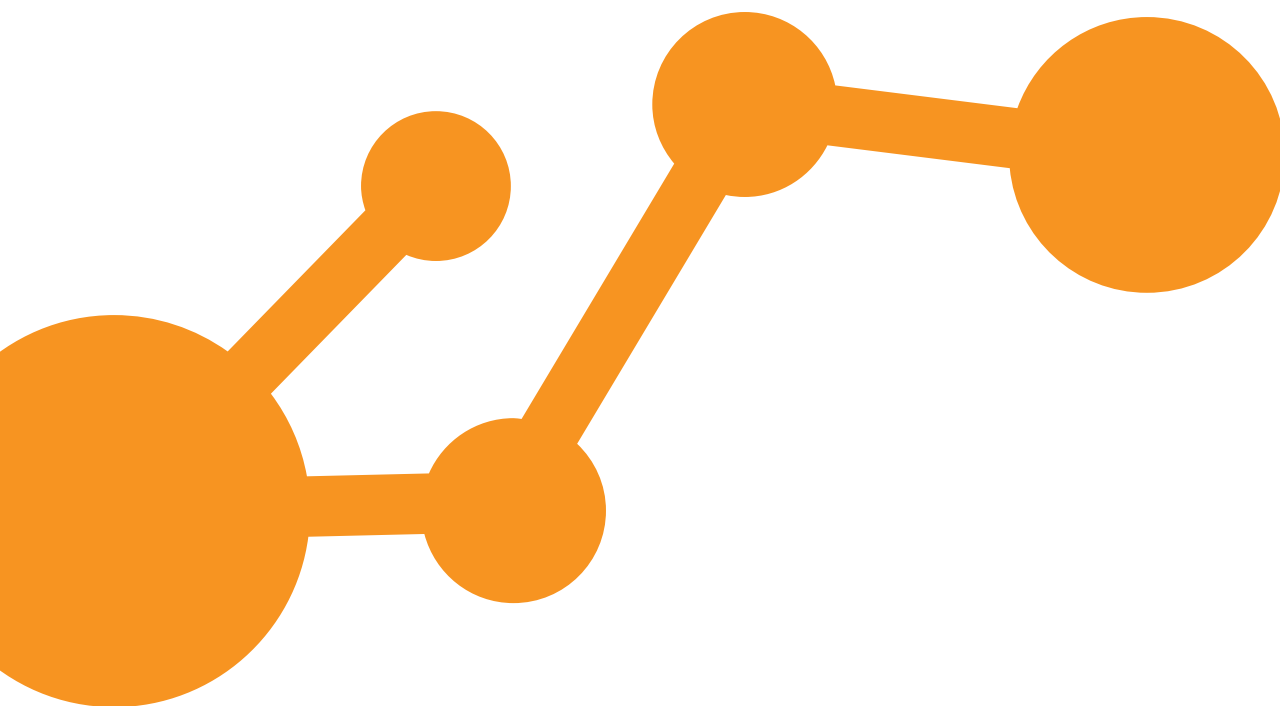




COMBINED PRODUCT DISCLOSURE STATEMENT  
AND FINANCIAL SERVICES GUIDE

# Motor Vehicle Tyre & Wheel Insurance - Direct



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## Part B Financial Services Guide



## Part A:

# Product Disclosure Statement

### INTRODUCTION

Please take the time to read through this document carefully and keep it in a safe place as it contains important information required under the Corporations Act 2001 including information about the extent of your insurance cover and any limitations.

If you have any questions about this document or your insurance cover, please contact us and we will be happy to explain any matter for you.

Preparation date 17<sup>th</sup> June 2019. V170619

### YOUR PRODUCT DISCLOSURE STATEMENT (PDS)

This PDS sets out the terms and conditions of your insurance cover. Please read it so that you can make an informed choice about your insurance needs.

The information in this PDS was current at the time of its preparation. If there is a significant change to the information, we will make available to you a replacement or Supplementary PDS. If you wish to obtain confirmation of the current terms and conditions of your insurance, please contact us and we will provide them free of charge.

Some words or expressions have special meaning and may begin with capital letters. Their meanings are explained under the heading "What do we mean by that" in this PDS.

### ERIC INSURANCE

Eric Insurance Limited ABN 18 009 129 793 Australian Financial Services Licence (AFSL) 238 279 (Eric), is the issuer and underwriter of this insurance product.

If you need to contact us you can do so through any of the options below:

Post: PO Box 9106, Scoresby VIC 3179  
Phone: 1800 999 977  
Web: [www.ericinsurance.com.au](http://www.ericinsurance.com.au)  
Email: [info@ericinsurance.com.au](mailto:info@ericinsurance.com.au)

### OUR AGREEMENT WITH YOU

Upon payment of the Premium, our agreement with you is made up of:

- This combined PDS and Financial Services Guide (FSG);
- The Policy Schedule which shows the details relevant to your insurance cover; and
- Any Endorsement or Supplementary PDS which we may send to you.

### HOW TO APPLY

To apply for this insurance, you will need to complete our online application.

Your answers to the questions we ask are used to evaluate your application. Refer to section under the heading "We rely on the information you provide us".

Once your application has been assessed in accordance with our underwriting acceptance criteria and if insurance cover is accepted, we will provide you with a Policy Schedule confirming the terms and conditions specific to your cover.



## YOUR TYRE & WHEEL INSURANCE

If, during the Period of Insurance, any:

- Tyre is punctured, or damaged by a pothole, kerb, nails, screws, metal, glass road debris or blowouts; and/or
- Wheel is cracked, warped and or misshapen by potholes, kerbs, nails, screws, metal, glass, road debris or blowouts,

then subject to the terms and conditions of our agreement with you, 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. No excess is payable by you.

## MAXIMUM INSURANCE BENEFITS

**Tyre(s):** Where we elect to replace your Tyre(s), no more than four Tyres can be replaced during the Period of Insurance.

There are no limits for repair to your Tyre(s).

**Wheel(s):** We will pay up to \$3,000 to repair or replace your Wheel(s) during the Period of Insurance.

## INCLUDED BENEFITS

Upon acceptance of your claim, the following benefits may be claimed by you, upon the submission of receipts or invoices:

**Accommodation:** Up to a maximum of \$500 during the Period of Insurance, 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 a maximum of \$500 during the Period of Insurance, if your Vehicle is immobilised for more than 2 consecutive business days after the date of authorisation of repairs by us.

**Towing:** Up to \$100 for any one claim, subject to a maximum of \$300 during the Period of Insurance.

## WHAT YOU ARE NOT INSURED FOR

We will not pay any claim under this insurance for the following:

- Tyres:
  - With dry rot or flat spots;
  - That have been previously repaired (except puncture repairs);
  - Where the Tyre tread is below any tread wear indicator; or
  - That have been recapped.
- Tyres or Wheels that are:
  - On unregistered Vehicles;
  - Unroadworthy as defined by the State or Territory in which you reside;
  - Designed or used for racing;
  - Temporary or space saver;
  - Not fitted to your Vehicle; or
  - Subject to a recall by the manufacturer.

- Damage to Tyres or Wheels;
  - As the result of a motor vehicle accident;
  - As a result of the Vehicle being used outside of the manufacturer specifications;
  - Caused by negligence, vandalism, a malicious act, abuse or misuse;
  - Which does not affect the operation of the Wheel including but not limited to the ability to maintain air pressure;
  - Which is cosmetic in nature, caused by scratching, bruising or gutter rash; or
  - Caused by Vehicle modifications that deviate from the manufacturer's original specifications.
- Wheel alignment or adjustment, unless approved by us as part of a claim;
- Wheel assembly components including hubs, brake, bearing or axles; or
- Unless expressly included by this insurance, we do not provide cover for all or any consequential financial or non-financial loss, damage or liability incurred as a consequence of the incident giving rise to a claim.

We will not pay a claim if your Vehicle is:

- Used in competitions, rallies, racing, pace making, reliability trials, speed or hill climbing;
- Conveying passengers for hire or reward, delivery or courier use, Police or emergency vehicle, driver's instruction or tuition for reward;
- Carrying and/or towing loads above the gross combination weight of the trailer and your Vehicle, as specified by the Manufacturer; or
- Used outside of Australia.

## HOW TO MAKE A CLAIM

When making a claim and to assist us in processing it, you must give us the information and assistance we reasonably request, and any information you give us must be honest, correct and complete.

## IMPORTANT CONDITIONS RELATING TO CLAIMS:

- Replacement or repair of Wheels or Tyres should not commence unless authorised by us; and
- You must ensure you take all reasonable steps to protect the Vehicle from further damage.

We may need to inspect any damaged Tyre or Wheel or require a completed claim form. Where this is required we will ask for it. Any costs associated with obtaining further information regarding your claim are payable by you.

A claim may not be paid if you do not take your Vehicle to a repair outlet and obtain authorisation.

## WHAT DO I DO IN RELATION TO A CLAIM?

If your Tyres and/or Wheels are damaged:

- Take your Vehicle to a retail repair outlet;
- Prior to commencing repair or replacement, have the repair outlet contact us on 1800 999 977. If appropriate, we will authorise the claim, supply the repair outlet with the authorisation number and provide our consent for the commencement of work; and
- When work is completed, the repair outlet will need to send their invoice for payment to:  
PO Box 9106, SCORESBY VIC 3179; or email to [warrantyclaims@ericinsurance.com.au](mailto:warrantyclaims@ericinsurance.com.au)



The invoice must detail the work and cost of individual parts, vehicle make, model, kilometers at time of repair, Tyre and/or Wheel dimensions and the authorisation number.

In the event that a replacement Tyre or Wheel cannot be sourced in Australia, we may elect to cash settle your claim based on the value of the nearest equivalent Tyre or Wheel.

If you experience any problems please contact us on 1800 999 977 and we will contact the retail repair outlet on your behalf.

#### CLAIM EXAMPLE

Whilst on an interstate holiday, you hit a large pothole that results in a puncture to both the front and rear right hand Tyres, as well as damage to the front right Wheel. You arrange to tow the Vehicle to a nearby retail repair outlet who inform you the front Wheel cannot be repaired and needs to be replaced, and it will take 48 hours to obtain new Tyres and a matching Wheel.

You tell the repair outlet that you have Eric Tyre & Wheel insurance, and they contact us. After they provide all the required information including description of the damage, the labour and parts cost, and a copy of the receipt for the towing, we provide the repair outlet with an authority number to complete the repairs.

After repairs are completed, you continue your holiday. We pay the repairer \$1,235.85 including the towing cost of \$75. After your holiday, you submit receipts for accommodation costs incurred as a consequence of the damages incurred. As the Vehicle was immobilised more than 100kms from your home and repairs were not completed on the day of authorisation, we pay you \$295 towards your 2 nights' accommodation.

#### THE COST OF YOUR INSURANCE COVER

The Premium for your insurance cover will be shown on the Policy Schedule. Some of the key factors that may influence your Premium include, where applicable:

- The make, model and year of the Vehicle;
- The type of Tyres on the Vehicle;
- The Period of Insurance;
- The use of the Vehicle, including off-road use; or
- The method of payment you choose by which to pay the Premium, including payment by instalments.

You are not obliged to finance the payment of the Premium.

#### PAY YOUR PREMIUM BY INSTALMENTS

You can pay the Premium by instalment payments to help spread your payment over time. If you pay the Premium by instalment payments:

- An Interest Charge will apply which will be separately disclosed on your Policy Schedule, and
- The Total Amount Payable will be more than if you pay the Premium in a single upfront payment.

If you make a claim which results in the termination of your insurance cover, we shall deduct the instalment payments for the remaining Period of Insurance from any claim amount we pay you.

#### OVERDUE INSTALMENTS

If you are paying the Premium by instalment payments and an instalment payment is overdue, we can do one or both of the following:

- Refuse to pay a claim if the instalment payment is 14 days (or more) overdue;
- Cancel your insurance cover if the instalment payment is 1 month (or more) overdue.

If we cancel your insurance cover because an instalment payment is unpaid, your insurance cover will end on the due date of the unpaid instalment payment.

If you are paying the Premium by instalment payments, please refer to the Direct Debit Request Service Agreement which sets out the terms and conditions applicable to your instalment payment arrangement.

#### COOLING OFF PERIOD

You can cancel your insurance within 21 days of the date your insurance commences ("cooling off period") by contacting us by phone, email or mail, and unless you have made a claim, we will refund the Premium in full.

You are also entitled to cancel your insurance cover after the cooling off period (refer to the "Cancellation of your insurance" section for full details).

#### WE RELY ON THE INFORMATION YOU PROVIDE US

When we agree to insure you, renew or vary your insurance cover or decide on your claim, our decision relies on the accuracy of the information you give us. If that information is not accurate, we may reduce or deny a claim made by you or anyone else insured by this insurance, or cancel this insurance.

We never want to have to do that, so you must answer honestly, completely and correctly the questions we may ask about you, your Finance Contract, the Vehicle, your claim or any events that may result in a claim on your insurance.

#### WHAT YOU NEED TO TELL US

We don't require you to comply with the general duty of disclosure. We do require you to be truthful, honest and accurate whenever we interact with you in relation to this insurance. You must also inform us immediately if any of the following circumstances apply to you:

- There is a change in your personal details;
- The use of the Vehicle has changed; or
- You are no longer the owner of the Vehicle.

#### HOW WE PROTECT YOUR PERSONAL INFORMATION

Eric are committed to ensuring that your personal information is protected. We collect, store and use your personal information (including sensitive information) for the purpose of providing you with insurance, administering your insurance policy including assessing and paying claims as required. Where it is possible for us to do so, we will collect personal information directly from you or through our distributors at point of sale of your insurance.

We may also use your personal information to inform you about other insurance products or services which may benefit you, perform administrative functions such as training and development of employees, manage complaints and disputes, and to comply with our legal obligations.

Further information on how we use your personal information is set out in our Privacy Policy that is available on our web site [www.ericinsurance.com.au/privacy-policy](http://www.ericinsurance.com.au/privacy-policy).



## 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 for 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](http://www.codeofpractice.com.au) or contact us.

## CANCELLATION OF YOUR INSURANCE

### CANCELLATION BY YOU

You may cancel your insurance at any time by contacting us by phone, email or mail. If you cancel your insurance, your cover will end on the date we receive your cancellation request, unless you inform us otherwise and we agree.

### CANCELLATION BY US

We may cancel this insurance when it is permitted by law such as if you:

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

### UPON CANCELLATION

If your insurance cover is cancelled either by you or us (except in the case of fraud) outside your cooling off period, we will refund any Premium you have paid for the period after the cancellation date, less:

- Any non-refundable taxes and charges; and
- Our cancellation fee of \$50.

If we have cancelled your insurance cover due to fraud, we will not pay any refund.

If the refund amount is less than the cancellation fee and other charges, a refund will not be issued and we will not charge you an additional amount to cover the difference.

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.

## TERMINATION

This insurance cover will terminate and a Premium refund may be payable (refer to the "Cancellation of your insurance" section), if:

- The Vehicle is sold and you are no longer the registered owner.

This insurance cover will terminate and no Premium refund will be payable if the Period of Insurance expires.

## DISPUTE RESOLUTION

Eric is committed to providing a great range of products and services to our customers. Eric is a signatory to the General Insurance Code of Practice and follows the Complaints process outlined in the Code. Please talk to us using the details set out below if at any time we have not satisfied your expectations. Most times we will be able to resolve your concerns upon initial contact.

Post: PO Box 9106, Scoresby VIC 3179  
Phone: 1800 999 977  
Web: [www.ericinsurance.com.au](http://www.ericinsurance.com.au)  
Email: [info@ericinsurance.com.au](mailto:info@ericinsurance.com.au)

If we are unable to resolve your concern, please ask to speak to our Customer Resolution Leader (CRL) who will register your complaint and conduct an initial review of the matter and provide a recommendation to you.

If at this point the CRL recommendation has not resolved your complaint to your satisfaction, you may wish to request a final internal review by Eric's Internal Dispute Resolution (IDR) Committee. Our dispute resolution procedure is free of charge to you.

A dispute can be referred to the Australian Financial Complaints Authority (AFCA). It provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms. Their contact details are:

Phone: 1800 931 768  
Post: GPO Box 3, Melbourne, Victoria 3001  
Web: [www.afca.org.au](http://www.afca.org.au)

## FINANCIAL CLAIMS SCHEME

This insurance cover may be a 'protected policy' under the Federal Government's Financial Claims Scheme (FCS), administered by the Australian Prudential Regulation Authority (APRA). The FCS applies in the unlikely event of insurer insolvency if the Federal Treasurer declares that the FCS will apply to the insolvent 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 [www.fcs.gov.au](http://www.fcs.gov.au) or by calling 1300 55 88 49.



## GST

Any claim payments we make will be based on GST inclusive costs. If you are entitled to claim an input tax credit for any claim paid under this insurance, we will reduce the claim payment by the amount of such input tax credit.

If you are registered for GST, you must advise us of your correct input tax credit percentage. You are liable for any GST liability we incur arising from your incorrect advice or failure to advise us of your GST situation.

## WHAT DO WE MEAN BY THAT?

Certain words used in this document have special meanings. These words and their meanings are listed below:

**Endorsement:** An additional term or condition applied by us or an alteration requested by you and agreed to by us. An Endorsement may be sent as a separate document or may be described on the Policy Schedule.

**Finance Contract:** The legal agreement with the Financier which describes the terms and conditions under which the funds were provided to you for the purchase of the Vehicle, as described on the Policy Schedule. The agreement must have the Vehicle listed as security for the funds provided under the agreement.

**Financier:** The finance company or credit institution named in the Policy Schedule with whom you have entered into a Finance Contract.

**Insurance Charge:** The amount you pay for this insurance cover prior to any compulsory Government charges such as Stamp Duty, GST and levies if applicable.

**Interest Charge:** The additional charge payable by you if you choose to pay the Premium by instalments. This amount is a separate charge and does not form part of the Premium you pay for this insurance cover.

**Period of Insurance:** The period during which cover is provided under this insurance. The Period of Insurance begins on the commencement date and ends on the expiry date, as stated on the Policy Schedule, unless this insurance cover ends earlier in accordance with its terms.

**Policy Schedule:** The most recent document we provide to you describing the terms and conditions specific to your insurance cover which includes your details, the Vehicle details, the policy number together with the details of cover, Premium, additional Interest Charges (if applicable) and other policy details. This document also provides you with confirmation of your transaction.

**Premium:** The amount you pay for this insurance cover including amounts payable by us in relation to any compulsory Government charges such as Stamp Duty, GST and levies if applicable. This amount does not include the additional Interest Charge payable by you if you choose to pay your Premium by instalments.

**Total Amount Payable:** Your Premium and Interest Charges payable (if applicable) shown on your Policy Schedule.

**Tyre(s):** The Tyre(s) fitted to the Wheels of the Vehicle during the Period of Insurance.

**Vehicle:** The Vehicle described in the Policy Schedule.

**We, us and our:** The issuer and insurer of this policy, Eric Insurance Limited ABN 18 009 129 793 AFSL 238 279.

**Wheel(s):** The Wheel(s) fitted to the Vehicle axles during the Period of Insurance.

**You and your:** The insured person named in the Policy Schedule or any other party having a liability under the Finance Contract under which the Vehicle is secured.



[ericinsurance.com.au](http://ericinsurance.com.au)  
1800 999 977

PO Box 9106  
Scoresby Victoria 3179  
ABN 18 009 129 793 AFS Licence No: 238279



## Part B FINANCIAL SERVICES GUIDE

### About this Financial Services Guide

This Financial Services Guide (FSG) is designed to assist you in deciding whether to use the financial services we provide. It explains the kinds of financial services we offer. It also contains general information about who we are, how we and our staff may be remunerated, and how to make a complaint.

The Product Disclosure Statement (PDS) (Part A of this document) contains information on the benefits and significant characteristics of this Eric insurance product and of the rights, terms and conditions attaching to the policy. It is aimed at assisting you to compare insurance products so that you can make an informed choice about whether to acquire the product.

This FSG was prepared on 15 July 2019.

Distribution of this FSG has been authorised by Eric.

Your questions	Our Answers
<b>Who is providing the financial service?</b>	The services described in this Financial Services Guide are provided by Eric Insurance Limited ABN 18 009 129 793 AFS License No: 238279 (Eric).
<b>Who is Eric?</b>	<p>Eric Insurance Limited is the APRA and ASIC regulated licensee. Whilst Eric is exempt from the need to have ASIC approved professional indemnity insurance, Eric holds adequate professional indemnity insurance. Its contact details are:</p> <p style="text-align: center;">Address: PO Box 9106 Scoresby, VIC 3179 Phone: 1300 489 685</p> <p>Eric is an Australian Financial Services Licensee which is authorised to deal in and provide general advice in relation to general and life insurance (limited to life consumer credit insurance only) products.</p> <p>Eric underwrites motor trade related insurances for wholesale and retail clients. Depending on the scope of their authorisation, Eric's authorised representatives can assist you with a wide range of general insurance products.</p>
<b>What remuneration is payable in relation to the financial services we provide?</b>	<p>You will be charged an agreed premium for the Product that you select, which will include relevant fees, taxes, duties and charges. Any such fee we charge is detailed in this FSG. We will calculate and inform you of the premium prior to purchasing the selected Product.</p> <p>Our staff who provide the authorised financial services are paid a salary for their services and may also receive bonuses based on the volume of sales of all financial products over a period. Eric may provide other benefits, such as profit-sharing arrangements, business related conferences, study trips or other functions. We (including our directors, staff and subcontractors) may also be eligible to qualify for other benefits such as awards or hospitality events. These are provided to us at no additional cost to you.</p> <p>If you require further details about any of the above remuneration, please ask us within a reasonable time after receiving this FSG.</p>
<b>What products are we authorised to provide?</b>	<p>We are authorised to provide general advice about Eric Car Insurance - Direct, Motorcycle Insurance - Direct, Motor Vehicle Tyre &amp; Wheel Insurance - Direct, Motorcycle Tyre &amp; Wheel Insurance - Direct, Motorcycle Warranty Insurance - Direct, and Warranty Insurance - Direct.</p> <p>These products may only be purchased through our website, <a href="http://www.ericinsurance.com.au">www.ericinsurance.com.au</a>.</p> <p>Further information on our Products is available through the PDS available on our website.</p>

### General financial product advice

Any financial product advice we may provide to you will be of a general nature only and has not taken your personal needs, objectives or financial situation into account. We therefore recommend that you carefully read the Product Disclosure Statement and Policy documentation provided by Eric and any other information before making your decision.

## Authorised financial services

We are authorised to do the following: Arrange for the application for, acquisition, issue, variation or disposal of the financial products listed in this FSG. We are authorised to provide general financial product advice (but not personal financial product advice) in relation to the financial products listed in this FSG.

Emergency Services Levy explained for our customers in New South Wales. From 1 July 2017 you will no longer pay for the Emergency Services Levy as part of your insurance premium. This fee will be replaced by the Emergency Services Property Levy. Eric Insurance will continue to collect the ESL until this date to ensure we meet our obligations to the New South Wales government. Please see [www.ericinsurance.com.au/support](http://www.ericinsurance.com.au/support) for more information

### What happens if you have a complaint or dispute?

Eric is committed to providing a great range of products and services to our customers. Eric is a signatory to the General Insurance Code of Practice and follows the complaints process outlined in the Code. Please talk to us using the details set out below if at any time we have not satisfied your expectations. Most times we will be able to resolve your concerns upon initial contact.

Post: PO Box 9106, Scoresby VIC 3179

Phone: 1800 999 977

Web: [www.ericinsurance.com.au](http://www.ericinsurance.com.au)

Email: [info@ericinsurance.com.au](mailto:info@ericinsurance.com.au)

If we are unable to resolve your concern, please ask to speak to our Customer Resolution Leader (CRL) who will register your complaint and conduct an initial review of the matter and provide a recommendation to you.

If at this point the CRL recommendation has not resolved your complaint to your satisfaction, you may wish to request a final internal review by Eric's Internal Dispute Resolution (IDR) Committee. Our dispute resolution procedure is free of charge to you.

A dispute can be referred to the Australian Financial Complaints Authority (AFCA). It provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms. Their contact details are:

Phone: 1800 931 768 Post:

GPO Box 3, Melbourne, Victoria 3001

Web: [www.afca.org.au](http://www.afca.org.au)

### What compensation arrangements apply?

Please see the Compensation Arrangements and Financial Claims Scheme section of the PDS (Part A of this document) for information on Eric's compensation arrangements.

### How is my personal information dealt with?

We are committed to ensuring the privacy and security of your personal information. We adhere to the Privacy terms set out in the "Privacy" section of the PDS (Part A of this document).

### Where can you find further information?

If you require further information or would like to give us instructions, you can contact us on the number provided on the previous page of this document.