

## Our Terms and Conditions

### 1. About Eric and our Online Services

Eric Insurance Limited ABN 18 009 129 793, Australian Financial Services License No.: 238279 ("Eric", "we", "us" or "our") owns and operates this website ([www.ericinsurance.com.au](http://www.ericinsurance.com.au)), associated sub-domains, mobile compatible websites, and social media sites and pages, noted throughout these Terms and Conditions as "**Eric online services**". The Eric online services are owned and operated for the benefit of Eric or its intermediaries and partners that we may engage to distribute our products. Eric online services and the text, data, information, images, graphics, advertisements, get up, software, or any other materials (the "**content**") are the property of Eric and any third-party licensor.

These Terms and Conditions govern your use of Eric online services and their content. Further to these Terms and Conditions, additional terms may apply to specific sub-domains and applications. Where this occurs, we will make every effort to make you aware of them and you will be bound by those additional terms.

Eric is the product issuer of our car, motorcycle and associated insurance products as a holder of an Australian Financial Services Licence. These products are noted throughout these Terms and Conditions as "**Eric products**". Eric products that you purchase through Eric online services contain their own Terms and Conditions that are contained within the policy documents, such as Product Disclosure Statements ("**PDS**") or any supplementary PDS that may be issued from time to time. Our PDSs are available on our website.

### 2. Eric Online Terms and Conditions

The Terms and Conditions, in addition to any other disclaimers and notices that may be contained on this and any other associated websites and social pages are known as the "Terms and Conditions". Your use and access to the Eric online services is conditional upon your acceptance of these Terms and Conditions and your ongoing compliance to them.

The following Terms and Conditions will assist you in understanding how Eric:

- handles your personal information when you access our website and services, including through the use of cookies,
- monitors and operates this and our other websites, including any social media sites we may operate, and
- manages insurance quoting, purchasing, and claims management when you use our website.

Through your continuing use of the Eric online services, you acknowledge you have read and agree to be bound by these Terms and Conditions.

The Terms and Conditions listed are the current terms and may be replaced, updated or varied at any time as a result of commercial, regulatory, legal, security reasons, or as a result of changes in the features and functions of the Eric online services. We will use commercially reasonable endeavours to advise or contact you where there is a change to these Terms and Conditions. Your use of Eric's online services taken to be your acceptance of any new Terms and Conditions.

Should you refuse to accept these Terms and Conditions, you must immediately cease accessing Eric online services, remove any stored content and destroy any hardcopies of the content comprising Eric online services you may have stored.

### 3. Your Use of Eric Online Services

Eric online services are provided for the purposes of:

- a) Obtaining information as to the Eric products for your personal use;
- b) Obtaining pricing for one or more Eric products for your personal use;
- c) Obtaining a quote for one or more Eric products your personal use;
- d) Commencement of a claim lodgement process;
- e) Undertaking any self-service transactions that may be available on the Eric online services; and
- f) Accessing corporate and investor information on the Eric website.

Your use of Eric online services must not breach any of the Terms and Conditions or be used for any purpose that violates any rights of Eric or is unlawful. Through your use of Eric online services, you agree that you will not:

- g) Use Eric online services for any other purpose other than that of a legitimate customer;
- h) Use Eric online services for any commercial purposes;
- i) Use Eric online services in a manner that abuses, defames, harasses, threatens, stalks or otherwise disparages others, intentionally or otherwise;
- j) Use Eric online services for the transmission, distribution, dissemination, publishing, or emailing of materials that abuse, defame, harass, threaten, stalk, or otherwise disparage, or materials that could be considered to be offensive, obscene, inappropriate, or otherwise unlawful;
- k) Use Eric online services for the purposes of impersonating a third party or to modify their data;
- l) Provide your credentials to login or access the Eric online services to a third party;
- m) Undertake any activity that infringes on the rights or privacy of another person;
- n) Upload any virus or malicious computer codes, files, or programs that may interrupt Eric online services, limit its functionality, or destroy (in whole or in part) any data or information contained within Eric systems;
- o) Use the Eric online services for the purposes of profit or gain;
- p) Use any screen scraping, data aggregation, bots, or web automation tools for the purposes of collecting information from Eric or for the completion of forms;
- q) Undertake any service that places a burden on Eric infrastructure or engage in a distributed denial of service ("DDoS") attack;
- r) Use any tool or undertake any activities that involves accessing Eric online systems for the purposes of reverse engineering, decompiling, obtaining source code, obtaining processes and formulas;
- s) Make use of any Eric intellectual property other than as in accordance with these Terms and Conditions; and
- t) Do anything that may disrupt access to or ongoing functionality or restrict other users of the enjoyment and utilisation of Eric online services.

Eric reserves the right to monitor, refuse to post, delete, retain, or disclose any information recorded on or entered into Eric online systems for the compliance to applicable laws, regulations, legal processes and proceedings or at the request of any regulatory and/or statutory authority.

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## 4. How We Use Cookies

As with many other internet sites, Eric online services uses cookies to improve your experience when using these services. Cookies are small data file that are transferred to and stored by your computer the first time you access our websites and used to improve the performance when returning to Eric online services. Cookies tell us when you visit our websites, which pages you visit and the information they you download. They also remember your details and preferences so you can easily continue your browsing session when you return to one of our websites.

Cookies may also be used to by Eric to assist in understanding how customers, like yourself, use these services. This information is then used to improve and enhance our online offerings. The use of cookies does not impact the performance of your device or alter the functionality of Eric online services.

If you do not wish to activate cookies, you can opt-out of receiving them by amending the settings of your Internet browser, however you may find that some parts of our websites will have limited functionality and personalisation if you do so.

Where you access social media sites, you may be required to store cookies for the respective third parties. If you have any queries regarding the storage of cookies for these social media sites and applications, please consult the relevant Terms and Conditions.

## 5. Where You Access Our Social Media

Where you submit any materials, such as text or images, through any social media account or site operated by Eric, you grant Eric, its related bodies corporate, intermediaries and agents, a non-exclusive, irrevocable, royalty-free license to use, reproduce, modify, publish, adapt, and/or display those materials for any purpose.

Eric reserves the right to select, amend, alter, edit, delete, or remove any materials to be published on the Eric websites at any time with or without any attribution to you. Where you submit any materials, you warrant that the materials are your own work and any intellectual property rights that subsist in the works are your own are able to be published.

Where you submit any material to Eric social media accounts or services, you warrant that it does not breach these Terms and Conditions, nor does it contain any information that is personal to yourself or to another party, such as, but not limited to, phone numbers, addresses, and email addresses.

You additionally warrant that no information you provide is for the purpose of soliciting or offering goods and services or any other commercial activity, is not spamming, in ALL CAPS, seeks to flame, is misinformation, false or deceptive information, or seeks to provide reference or links to any illegal activity or prohibited content.

To the full extent permitted by law, Eric shall not be liable in any way for any social media content, nor does it in any way authorise, condone, endorse, or approve any materials submitted to Eric via its social media accounts or sites.

## 6. How We Protect Our Intellectual Property and Copyright

All trademarks, names and logos, whether in the Eric online services or otherwise, are the property of Eric or its third-party licensor. The content contained within Eric online services are subject to Australian copyright laws as well as any international treaties which may apply. The content within Eric online services are provided for personal reference only and may be cached on your computer. If a hard copy or extract is made, this must include any proprietary or copyright notices and is only permitted for your personal use.

The commercial or public use of Eric online services is not permitted. Any content, inclusive of logos, trademarks, names or any other intellectual property, belonging to Eric may not be used for commercial or trade purposes without the express permission in writing from Eric, or permitted under the *Copyright Act 1968* (Cth) or other applicable laws.

No other copying, reproduction, storage within any retrieval system for any period of time, publishing, alteration, transmission, or other use of Eric online services, either whole or in part, is permitted without the prior permission of Eric except where necessary or incidental to the use of Eric online services. Nothing provided on Eric online services may be construed to grant any right to use or license to use any content, inclusive of logos, trademarks, and names, on Eric online services without the express written permission of Eric. Links to Eric online services cannot be provided without the express written permission of Eric, or as permitted under the *Copyright Act 1968* (Cth) or other applicable laws

If you become aware of any infringing use of any intellectual property belonging to Eric by a third party, you must notify Eric immediately of this infringing use. Where required, you undertake to provide assistance to Eric in any proceedings relating to that infringement. No party other than Eric may have any control in the settlement or the defence of any proceedings, and any recovery from proceedings are the sole property of Eric.

Where it is determined by a Court or by Eric that the Eric online services have infringed upon the intellectual property rights of a third party, Eric has the right to delete or modify any content at any time to ensure that no infringement continues.

## 7. Information You May Access on Eric Online Services

Any information provided on Eric online services, including Eric products, is of a general nature only and does not take into account any personal situation, objectives, or needs that you as the consumer of these financial products may have. At no time do Eric online services purport or make representations that may be construed to provide you with any financial product advice.

Whilst Eric takes every reasonable care to ensure the accuracy of Eric online services and the information contained therein, it takes no responsibility for any loss, expense, or liability which may be incurred in your use of Eric online services or reliance on the information contained within.

## 8. When Purchasing Eric Products Through These Services

Eric understands that Eric online services may be accessed across by anyone, anywhere in the world, however Eric products are only offered for sale within Australia.

You can purchase a range of products through the Eric online services by:

- Selecting a product and entering in the relevant details necessary to enable us to provide you an accurate quotation. These questions will assist us in understanding if you are eligible for the product you have selected.
- If you are ineligible to purchase your selected product, you will be advised prior to payment.
- If you are eligible to purchase your selected product, you will be provided with a quote detailing the cost of any insurance premium and provided the option to proceed with payment. This quote does not represent an insurance contract and does not provide you with any insurance coverage.
- You can then accept the quote by proceeding to payment, either through an instalment arrangement or by payment in full.

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- Payments made by credit card, in full or by instalments, are processed by Cybersource, a third-party payment gateway service provided by Visa. Your use of this service is taken as your acceptance of terms and conditions that they may apply to their service and acceptance of their [privacy statement](#).
- If paying by instalments:
  - you will be required to accept the [Terms and Conditions](#) of the premium funder, Advanced Premium Funding; and
  - your insurance contract becomes valid from when you accept the premium funding Terms and Conditions from Advanced Premium Funding.
- Your acceptance of the offer of insurance is communicated to us by your payment and our provision of the relevant policy documents and policy number.
- If, following payment, you do not receive your policy documents and policy number, please call Eric on the number listed on our website.

Any legal obligations or rights between Eric and you that you may have in connection with an Eric product that you purchase from the Eric online services are detailed within the contract and policy documents that are issued to you on the commencement of your policy.

If Eric does not receive your payment or if your payment cannot be processed for any reason, Eric is not liable to you in any way for any loss or damage, directly or indirectly, resulting from the failure of your payment.

Any information you provide us will be regarded as correct. Eric has no obligation to verify the truthfulness, accuracy, and completeness of any information provided to it through Eric online services.

You are required to provide information accurately, honestly and completely. Misrepresenting information needed for the generation of a quote may be a breach of the policy Terms and Conditions and may result in your policy being cancelled or your claim being denied.

If you have purchased an Eric product through an intermediary or third party, you will be bound by the Terms and Conditions of sale at the time of purchase through the intermediary or third-party and these Terms and Conditions.

## 9. How We Protect Your Privacy

Eric values your privacy. Our Privacy Policy detailing how we handle your personal information can be accessed [here](#).

## 10. Indemnity

You indemnify Eric against any loss or damage or incur any costs, however they may be caused, in connection with any breach in these Terms and Conditions or any other legal obligation by your conduct and/or use of Eric online services.

## 11. Limitation of Liability

Eric, its directors, employees, suppliers, agents, related bodies corporate, or contracted third parties are not liable for any loss or damage whatsoever resulting from the use or inability of use of Eric online services, unauthorised access of this or any third-party links or content, any unauthorised access of your details through the Eric online services or otherwise, or any statements made on Eric online services by Eric or a user of Eric online services. This includes, without limitation, incidental, consequential, and/or special damages or any loss of profit(s) in addition to any legal costs, defence or settlement as a consequence of legal proceedings.

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To the fullest extent allowable by law, Eric's liability is limited, at its option, to the supply of any products where this occurs as a result of the provision of any Eric product.

## 12. Termination of Access

Eric reserves the right to terminate, without notice, your access to Eric online services at any time. Any breaches of the Terms and Conditions will result in automatic termination of access. Upon termination, you must immediately cease accessing Eric online services, either directly or indirectly, and remove any content and destroy any hardcopies of the content comprising Eric online services you may have stored.

Any licenses granted by you, your indemnity, and Eric's limitation of liability for the use of Eric online services survive the termination of your access.

## 13. Online Services Security and Website Availability

Eric cannot provide any guarantees as to the availability of Eric online services. Any transactions undertaken on Eric online services are conducted on a secure internet connection, however no guarantees or warranties are provided that they are free from viruses or available at all times. Whilst Eric makes every effort to ensure that these online services remain available, access to this website, associated websites, and social media sites may be made unavailable without notice. Eric online services are provided on an "as is" basis only. Any costs that may be incurred in accessing Eric online services are the responsibility of the user.

Your acceptance of these Terms and Conditions is acknowledgement that you are responsible for the implementation of adequate procedures for your online security and virus checks.

## 14. Applicable Law

Any disputes arising from your acceptance of these Terms and Conditions and the Terms and Conditions for any Eric product are dealt with in accordance with the laws in force in Victoria, Australia and you submit to the non-exclusive jurisdiction of the courts of Victoria.

Eric and Eric's online services are provided and operated from Australia and no warranties and representation is made for access from any other location. Access from any location other than Australia by users of Eric online services are required to comply with any local laws and regulations and users take responsibility for any activities that they may undertake on this and any other Eric online service.

## 15. General Terms

### Pricing

Unless noted specifically on Eric online services, all prices are in Australian dollars and are only valid and effective in Australia. Prices noted on Eric online services are subject of change without notice. Eric may change pricing on Eric online services at its own discretion and Eric are not liable for any loss or damage relating to the change or from a failure to, or a delay in, provision of Eric products.

### Age Limits

Any user under the age of 18 will require the consent of a parent or guardian before entering any details for themselves or their family. If you attempting to undertake a transaction on Eric online services, you warrant that you are 18 years or older or, where you are under 18 and allowed to enter into the contract under the Terms and Conditions detailed within the relevant Product Disclosure Statement, you have the consent of a parent or guardian.

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## Consumer Law

Any rights and remedies available to you in terms of the Australian Competition and Consumer Act 2010 (Cth), or any similar State or Territory legislation relating to financial products and services cannot be excluded, restricted, or modified. Otherwise, Eric excludes all conditions and/or warranties that may be implied by law.

## Taxes

You may be required to pay taxes and/or government charges when purchasing products from Eric. Unless stated in writing at the time of purchase, all fees and charges for Eric products are inclusive of Goods and Services Tax, A New Tax System (Goods and Services Tax) Act 1999 (Cth), imposed under Australian law and any relevant duties and imposts within each jurisdiction.

## Severability

Should any provision within these terms and condition be deemed to be unenforceable or invalid by a court of law, the invalid and/or unenforceable terms shall be severed shall not affect the remaining Terms and Conditions contained within, which will remain in full force and effect.

## Waiver

You may not rely on any words or conduct or any delay or failure of Eric to enforce or exercise their right in these Terms and Conditions as representing a waiver of Eric's right to enforce that right unless that waiver is in writing.