

DIRECT

# Off Road Bike Insurance

COMBINED PRODUCT DISCLOSURE STATEMENT  
AND FINANCIAL SERVICES GUIDE



eric

Motoring Insurance Specialist

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## Part B: Financial Services Guide

## Part A:

# Product Disclosure Statement

### INTRODUCTION

Please take your time to read through this document carefully and keep it in a safe place as it contains important information about the extent of your insurance policy and any limitations.

**If you have any questions about this document or your insurance policy, please contact us. We will be happy to explain any matter for you.**

Preparation date 11<sup>th</sup> March 2021. VB2CORB110321

### YOUR PRODUCT DISCLOSURE STATEMENT (PDS)?

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

The information in this PDS was current at the time of its preparation. We may make changes to the information in it without notifying you where that information is not materially adverse to you.

In all other cases, we will issue you with a replacement or Supplementary PDS. If you wish to obtain confirmation of the current terms of this PDS at any time during your insurance, please contact us and we will provide you with an electronic copy free of charge.

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

Please note this insurance is optional. You are not required to hold this insurance for finance or any other reason.

### ERIC INSURANCE LIMITED (eric)

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.

Please contact eric directly if you would like to discuss this insurance, ask a question, advise a concern or make a complaint.

We always want to hear from you!

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

You do not need to appoint a paid representative for any reason to lodge a complaint or manage your claim so please contact us directly to discuss your concerns so that we can deal with them in the most efficient and cost-effective manner for you.

### OUR AGREEMENT WITH YOU

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 policy; and
- Any Endorsement or Supplementary PDS which we may send to you.

We will always be honest, efficient, fair, transparent, and timely in our dealings with 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 relied on by us and are used to evaluate your application. Refer to the section of this PDS under the heading "We rely on the information you provide us".

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

## ELIGIBILITY

To be eligible to purchase this insurance the following criteria must be met:

- You must be at least 18 years of age.

This insurance specifically excludes any Off Road Bike that is let on hire or is being used for carrying passengers for hire or reward. This includes taxis, rental vehicles or rideshare. It also specifically excludes courier or delivery vehicles, including fast food delivery, or the Off Road Bike being used, tested or in preparation for any motor sports or used on any motorcycle track.

## COOLING OFF PERIOD

You can cancel your policy within 21 Calendar Days of the date your policy commences (**cooling-off period**) by contacting us by telephone, 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 policy after the cooling-off period (refer to the Cancellation of your policy section for full details).

## LOSS OR DAMAGE TO YOUR OFF ROAD BIKE

This insurance has been designed to cover your Off Road Bike during the Period of Insurance for events and situations that are detailed below in the PDS.

If you suffer loss or damage to your Off Road Bike during the Period of Insurance as a result of one of the following insured events:

- Fire, explosion, lightning, earthquake, flood;
- Collision, impact, overturning or jack-knifing of a vehicle which was transporting the Off Road Bike;
- Theft from a locked vehicle transporting the Off Road Bike while the Off Road Bike was locked to or in the carrying vehicle and following the forcible entry into the locked vehicle or carrying compartment;
- Theft of the vehicle that was transporting the Off Road Bike;
- Theft from a securely locked and enclosed building following forcible entry; or
- Malicious damage whilst kept in a securely locked and enclosed building following forcible entry.

then subject to the terms and conditions of our agreement with you and with regard to your circumstances, we will either

- Repair your Off Road Bike;
- Pay you the cost of repairing your Off Road Bike; or
- Indemnify you up to the Market Value.

Please refer to the relevant sections of this PDS for more information about terms, conditions, exclusions and key factors that influence the cost of the product.

## ADDITIONAL BENEFITS

### TOWING

If your Off Road Bike is damaged as a result of an event covered by this insurance, we will pay the reasonable cost depending upon the circumstances of your claim for:

- Towing of your Off Road Bike (excluding storage costs unless authorised by us) to the nearest repairer or place of safety; or
- Returning your Off Road Bike to you after it has been recovered following a theft.

## ACCIDENTAL DAMAGE

If during the Period of Insurance your Off Road Bike is accidentally damaged, then subject to these terms and with regard to your circumstances, we will either;

- Contribute 50% to the cost of repairing your Off Road Bike;
- Pay you a sum equal to 50% of the cost of repairing your Off Road Bike; or
- If the vehicle is deemed by us to be a Total Loss, we will pay you 50% of the Market Value of your Off Road Bike.

The maximum amount we will pay under this Additional Benefit is 50% of the Market Value of your Off Road Bike.

## WHAT YOU ARE NOT INSURED FOR

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

### CONSEQUENTIAL LOSS

Unless expressly included by this insurance, we do not provide cover for all or any consequential financial or non-financial loss or damage incurred as a consequence of the incident giving rise to a claim.

### DRIVING UNDER THE INFLUENCE OF DRUGS / ALCOHOL OR REFUSING A TEST

You or any rider of your Motorcycle incurs loss, damage or Legal Liability whilst:

- Riding under the influence of alcohol or drugs of any kind; or
- You are convicted of or issued with an infringement notice, as a consequence of an accident, for:
  - Riding whilst the percentage of alcohol and/or drugs in your blood, urine or hair follicles exceeds that permitted by the law of the relevant State or Territory; or
  - Riding under the influence of alcohol and/or drugs; or
  - Riding whilst the percentage of alcohol in your blood exceeds that permitted by the law of any State or Territory; or
  - Refusing to submit to or cooperate with testing or analysis required by the law of any State or Territory for the purpose of ascertaining the presence of alcohol and/or drugs in your body.

### FAILURE TO SECURE THE OFF ROAD BIKE

Damage or loss which occurs as a consequence of your Off Road Bike:

- being left unattended and unlocked in a public place; or
- being stolen from an unlocked building or unlocked transporting vehicle.

You must always act reasonably to ensure the Off Road Bike is securely locked whenever it is unattended. This includes not leaving your keys in or on the Off Road Bike or in or on a transporting vehicle.

We will not cover loss or further damage to the Off Road Bike following a loss unless all reasonable steps were taken to protect the Off Road Bike following the initial loss.

### HEAT DAMAGE

Damage or loss to your Off Road Bike caused by welding or the intentional application of heat carried out by you or any person with your Express or Implied Consent.

### HIRE OR REWARD

Damage or loss caused whilst the Off Road Bike is being used for hire or reward.

## ILLEGAL PURPOSE

The Off Road Bike is used for illegal or unlawful purposes by you or by any person with your express or implied consent.

## INCORRECT FUEL USAGE

Loss or damage to the Off Road Bike (including damage to the engine and/or fuel system) caused by the incorrect type or grade of fuel being used.

## INTENTIONAL LOSS OR DAMAGE

Intentional loss or damage caused by you, or someone you allow to use the Off Road Bike, or someone otherwise acting with your express or implied consent.

## LEGAL LIABILITY

Legal liability of any nature.

## LOADING & UNLOADING

Damage caused whilst loading or unloading your Off Road Bike onto or from a vehicle or trailer

## MODIFICATIONS AND ACCESSORIES

Loss or damage to modifications or accessories fitted to the Off Road Bike unless you have previously advised us of the modifications and/or accessories and related value and we have agreed to insure them under this cover.

## NON-FINANCIAL LOSS

Any non-financial loss, including but not limited to distress, inconvenience, pain and suffering and/or damage to reputation.

## NUCLEAR WASTE / MATERIAL

Loss or damage caused by the use, existence or escape of any nuclear fuel, nuclear material or waste.

## OLD DAMAGE

The costs of repairs to pre-existing damage to your Off Road Bike or repairing faulty workmanship or incomplete repairs to the Off Road Bike which were carried out before a loss or resulting in a claim under this insurance.

## PENALTIES AND FINES

Penalties, fines, punitive, exemplary or aggravated damages.

## SEIZURE OF OFF ROAD BIKE

Loss or damage caused to your Off Road Bike as a consequence of legal seizure or repossession.

## STORAGE COSTS

Any storage charges associated with the Off Road Bike, unless approved by us.

## TERRITORY LIMITS

Loss or damage caused or incurred outside Australia except where your Off Road Bike is in transit by sea or air between places within Australia.

## TERRORISM

Loss or damage caused by the threat or use of force by any person or group of people for political, religious, ideological or similar purposes to influence any government and/or put any section of the public in fear.

## THEFT

Where the Off Road Bike is stolen and/or damaged:

- As a consequence of your keys being in or on the Off Road Bike at the time of the theft or damage. This includes leaving the keys in or on your Off Road Bike when it is locked within an enclosed building; or

- By a person known to you unless you report the matter to the Police, and fully co-operate with any resulting Police investigation and or legal action and the outcome of the Police investigation is that You were not in any way involved in or complicit to the theft or damage.

## TRACK USE

Where the Off Road Bike is being used, tested or in preparation for any motor sports or used on any motorcycle track.

## TRANSIT COVER

You or the driver of a vehicle transporting the Off Road Bike:

- was under the influence of alcohol or drugs of any kind;
- whilst the percentage of alcohol in your/their blood exceeds that permitted by the law of any State or Territory; or
- refuse to submit to or cooperate with testing or analysis required by the law of any State or Territory to ascertain the presence of alcohol and/or drugs in your body.
- Was not licenced or authorised to drive the transporting vehicle under any State or Territory laws.

The vehicle and/or trailer transporting the Off Road Bike was in an unsafe or unroadworthy condition;

Theft of the Off Road Bike if the vehicle transporting the Off Road Bike was unlocked while unattended.

## UNAUTHORISED REPAIRS

Repairs to the Off Road Bike that have been made without our prior consent.

## WAR

Loss or damage caused by war, foreign hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, riots, labour disturbances or looting, sacking and/or pillage.

## WEAR, TEAR AND FAILURE

Loss or damage attributable to deterioration, wear and tear, rust or corrosion, structural, mechanical or electrical failure to any part of your Off Road Bike, or for the cost of repairs to the components that failed.

## HOW TO MAKE A CLAIM

You can ask us if your insurance covers a particular loss before you make a claim. When we answer your question, we will not discourage you from making a claim and we will tell you that if you make a claim, we will fully assess if your loss is covered.

If you make a claim, we will tell you:

- our claims process,
- any excess or waiting period applicable (if any apply), and
- how to contact us regarding your claim.

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

When assessing your claim, we will only ask for and rely on documents and information relevant to our decision. If we ask you for documents and information, we will tell you why we need them.

If there is a fee for a document (for example a fee for a driving history record), eric may ask you to cover the cost upfront and if the claim is accepted, eric will reimburse you for the reasonable costs incurred in obtaining the record.

If you make a claim and we need further information or assessment, then we will in a timely manner:

- tell you any information we need to decide on your claim. We will use our best endeavours to do that in one request, and

- provide our estimate of the likely timeframe and process for us to decide on your claim.

When we assess your claim, we will consider all relevant facts, the terms of your insurance and the law.

We will regularly keep you informed of the progress of your claim and respond to your enquiries about your claim's progress promptly.

Until we accept and approve a claim, you remain responsible to make repayments under the Finance Contract (where applicable).

Where you fail to provide all assistance required within a timely manner, we may place your claim on hold until all assistance is given, this includes but is not limited to, attending interviews, assisting with recovering from other parties, and providing requested documentation.

### FOLLOWING THEFT OR MALICIOUS DAMAGE

As soon as you discover the theft or malicious damage:

- Notify the Police immediately.
- Take all reasonable steps to prevent or minimise further loss or damage (where applicable).
- Make note of the incident details including time, date, and location.
- If possible, seek witness details to assist to confirm the incident.

In the event of theft, if your Off Road Bike is not found within 14 days after being stolen, and we agree to pay a claim for theft of your Off Road Bike, your Off Road Bike becomes a Total Loss.

### LODGING YOUR CLAIM (All Claims)

- Contact us on 1800 999 977 or obtain a claim form by visiting [www.ericinsurance.com.au](http://www.ericinsurance.com.au).
- Claims should be lodged for consideration within 30 days of the event, with full details of the event including any party who may be responsible. If your claim is lodged after 30 days and doing so impacts our opportunity to accurately assess or investigate your claim or results in us incurring additional costs, we may reduce your claim settlement by the additional costs.
- Provide us with an opportunity to inspect any loss or damage before repairs are commenced.

## CLAIM DECISION

We and our service suppliers will treat you and your claim respectfully and with sensitivity.

Once we have all relevant information and have completed all enquiries, we will decide whether to accept or deny your claim and we will tell you of our decision promptly.

Our decision will generally be made promptly within 4 months of receiving your claim. However, if:

- your claim arises from an extraordinary catastrophe,
- your claim is fraudulent, or we reasonably suspect it is fraudulent,
- you, or your representative, do not respond to our reasonable inquiries or to our requests for documents or information about your claim,
- we have difficulty communicating with you about your claim due to circumstances beyond our control, or
- you request a delay in the claims process,

then we will tell you our decision in writing within 12 months of receiving your claim.

If we do not decide within these timeframes, we will tell you in writing about our Complaints process.

## INFORMATION WE GIVE YOU IF WE DENY YOUR CLAIM OR DO NOT PAY IN FULL

If we deny your claim, or do not pay it in full, then we will advise in writing:

- the aspects of your claim that we do not accept,
- the reasons for our decision,
- that you have the right to ask us for the information about you that we relied on when assessing your claim,
- that you have the right to ask us for copies of any service suppliers' or external experts' reports that we relied on, and
- about our Complaints process.

If you ask for information or for copies of any service suppliers' or external experts' reports that we relied on, then we will give you that information or report within 10 Business Days.

### CHANGES TO TIMEFRAMES

If any of the timeframes set out in the How to Make a Claim and Claim Decision sections above are not practical due, for example, to the complex nature of your claim, we will attempt to agree a reasonable alternative timetable with you. If we cannot reach an agreement on an alternative timetable, we will provide details of our Complaints process.

We will try to comply with the timeframes set out above unless we have complied with an alternative timetable to which you agreed, our conduct and the actual timeframe were reasonable in all the circumstances or the reason we did not comply with the timeframe was that a report from an external expert was delayed, even though we used our best endeavours to obtain the report in time.

## WHO REPAIRS THE OFF ROAD BIKE?

If we accept your claim and the Off Road Bike can be repaired, we will arrange to have the Off Road Bike repaired by a repairer acceptable to us from our network of recommended and preferred repairers. Where there is more than one repairer conveniently available to repair your Off Road Bike, you can choose a repairer from our network. We will only pay for repairs to a licenced repairer authorised by us.

Where you decide to choose a repairer outside our network, we may not authorise repairs. Where repairs are not authorised by us, we will pay you the reasonable cost for the repairs based on the assessed cost as determined by us considering alternative repair quotations from repairers we choose.

### USE OF REPAIRERS

If we have directly authorised a repairer to repair your damaged vehicle, then we will accept responsibility for the quality of their work and the materials they use. Complaints about the repairer's conduct, timeliness, quality of work or the materials they use will be handled under our Complaints process.

## TOTAL LOSS CLAIM

If we consider your Off Road Bike to be a Total Loss, we will:

- pay you the Market Value as determined by us at the time of accepting your claim.

We may deduct from your claim settlement:

- the total of any excesses applicable, and
- any unpaid Premiums (including overdue instalment payments and instalment payments of Premium scheduled to become due during the remaining Period of Insurance).

Any salvage of your Off Road Bike will become our property and we will retain the proceeds of any salvage sale.

If your Off Road Bike is subject to a finance contract, then we will pay the balance owing on the finance contract (up to the Market Value less deductions applicable) and pay you any balance.

## WHAT YOU PAY IN THE EVENT OF A CLAIM

Before we make any payment relating to a claim on this insurance, you must pay:

### PREMIUM

In the event of a Total Loss we will deduct from the amount we pay you any unpaid instalment payments for the remaining Period of Insurance.

### EXCESS

The applicable Excess/es. More information can be found under the heading 'Excess' below.

### CONTRIBUTION

You may be asked to contribute toward the repair costs if the repairs being performed will restore the Off Road Bike to a better condition than that immediately before the incident which gives rise to a claim under this insurance.

## EXCESS

The Excess is required in all claims unless we determine you are not at fault, and you can provide the name, residential address and contact details of the person(s) we agree is at fault and this person(s) does not reside at the same residential address as you.

### BASIC EXCESS

A Basic Excess will apply in the event of a claim and it will be shown on your Policy Schedule under the heading "Excess Details".

### PAYING YOUR EXCESS

How you pay your Excess, if applicable, will depend on the type of claim.

#### A repairable claim:

Any applicable Excess will be deducted from the cost of repairs to the Off Road Bike and you pay the Excess to the repairer. Where we are unable to authorise repairs and a cash settlement is made in-lieu, we shall deduct the Excess from the amount we pay.

#### A Total Loss claim:

The Excess will be deducted from the assessed Total Loss value of the Off Road Bike.

## DETERMINING WHAT WE PAY AND OUR RIGHTS

### MAXIMUM PAYMENT

We will not pay more than the Market Value as determined by us at the time of an accepted claim.

### SUBROGATION RIGHTS

We will be entitled to take over and conduct in your name and the name of any other person, the defence or settlement of any claim. We will also be entitled to prosecute to the extent of the law for our benefit and in your name, a claim for any indemnity or damages. We shall further have full discretion in the conduct of these proceedings or the settlement of any claim.

### CLAIM RECOVERY

If you submit a claim for an incident that we consider was not your fault, we reserve the right to action recovery of any payments made by us, and any such recovery action will be taken in your name.

## REPLACEMENT PARTS

If any part necessary for repair of the Off Road Bike is not available in Australia, then we will attempt to obtain a part consistent with the age or condition of the Off Road Bike. If we are unable to obtain such a part, then we will pay the lesser of:

- The manufacturer's most recent Australian list price for that part;

- The list price of the closest equivalent part available in Australia; or
- The actual cost of having a new part made in Australia.

We will pay for the repair or replacement of a particular damaged item irrespective of whether it forms part of a set. For example, if one wheel rim is damaged and cannot be replaced because it is no longer available, we will only pay for one wheel rim and not a full set of four wheel rims. Should you want the set to be complete, a contribution cost would apply to you.

## THE COST OF YOUR INSURANCE POLICY

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

- The risk profile determined by the information you provide to us,
- Your Vehicle being subject to a Finance Contract,
- The price you paid for the Vehicle,
- The length of remaining finance applicable to the vehicle,
- Government taxes and/or charges, and
- The method of payment you choose by which to pay the Premium, including payment by instalments.

You are not obliged to purchase this insurance as a condition of your finance. This insurance is not compulsory to the terms of any finance contract.

### RENEWING YOUR INSURANCE

We will send you a renewal notice prior to the expiry of the Period of Insurance as shown on the Policy Schedule.

If you pay your Premium by instalments, your insurance will auto renew in the event we do not hear from you and will continue until such time as you cancel your policy or your policy is cancelled or renewal is not offered.

### 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:

- You will be given and will enter into a Direct Debit Request Service Agreement (DDRSA);
- An Interest Charge will apply which will be set out in 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 policy, we will deduct the instalment payments for the remaining Period of Insurance from any claim amount we pay.

### 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 Calendar Days (or more) overdue;
- Cancel your insurance policy if the instalment payment is 1-month (or more) overdue.

In the absence of an instalment payment being made, we will send you notice that your instalment has not been paid and advise you that we will cancel your insurance policy if the instalment remains unpaid 1-month after the instalment payment due date, without notice to you.

If we cancel your insurance policy because an instalment payment is unpaid, your policy will end on the date of cancellation (see Cancellation by Us below for details).

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.

## WE RELY ON THE INFORMATION YOU PROVIDE US

When we agree to insure you, vary your insurance policy 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, or cancel this insurance, in accordance with the law and this PDS.

It is very important that you answer honestly, completely and accurately the questions we ask about you, your driving history, your Finance Contract, the Vehicle, your claim or any events that may result in a claim on your policy.

You must be honest, complete and accurate in all interactions we have with you in relation to this insurance. If you are not, we may reduce or deny a claim or cancel your insurance, in accordance with the law and this PDS.

## APPLYING FOR INSURANCE

If we are assessing your application for insurance, then we will ask for and rely on information and documents only if they are relevant to our decision.

Where we identify, or you tell us, about a mistake in your application or in the information or documents we have relied on in assessing your application, we will immediately take action to correct it.

If we cannot provide you with insurance, we will:

- give you our reasons for that decision,
- tell you about your right to ask us for the information we relied on when assessing your application — if you ask us for that information, then we will give it to you,
- refer you to either the Insurance Council of Australia or the National Insurance Brokers Association of Australia for information about your options for alternative insurance, or approaching another insurer or another broker, and
- give you information about our Complaints process if you tell us you are unhappy with our Decision.

## NOTIFYING US OF CHANGES

You must inform us immediately if any of the following circumstances apply to you:

- There is a change in your personal details, including but not limited to contact details, garaged address, and residential address,
- There are changes to your driving or criminal record,
- There are changes to the Vehicle or Vehicle use,
- There are changes to the Finance Contract (it is terminated, varied, paid out or in breach), or
- You are no longer the owner of the Vehicle.

If any of the above circumstances change please contact us to confirm if this affects your policy.

Depending on the information you provide, we may propose changes to your policy, including to the Premium.

If you do not provide this information to us immediately, we may be entitled to reduce or deny a claim made by you or anyone else insured by this insurance, in accordance with the law and this PDS.

## CANCELLATION OF YOUR POLICY

### CANCELLATION BY YOU

You may cancel your insurance policy at any time by contacting us by phone, email or mail. If you cancel your policy, 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, if permitted by law, if you:

- Made a misrepresentation before entering this insurance policy,
- 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 another insurance policy.

If you are paying the Premium by instalment payments and we have not received an instalment payment, we will:

- send you a notice in writing regarding your non-payment requesting payment and advising you that we will cancel your insurance policy if the instalment remains unpaid 1-month after the instalment payment due date,
- if payment is not made within 1-month of the instalment payment due date, send you a further notice confirming cancellation of your Instalment Policy.

### ON CANCELLATION

If your insurance policy is cancelled either by you or us (except in the case of fraud) outside your cooling off period, we will refund the portion of any Premium you have paid for the period after the cancellation date, less any non-refundable taxes and charges.

If you are entitled to a refund and you cancel your policy, we will return the amount within 15 Business Days.

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

If the refund amount is less than any non-refundable taxes and 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 in writing the refund to be paid direct to you.

Where we have paid all amounts we are obliged to pay under this insurance, we will cancel the policy and we will not pay any refund.

### TERMINATION

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

- You no longer reside in Australia, or
- Your finance contract is discharged.

This policy will terminate and no Premium refund will be payable if:

- The Period of Insurance expires, or
- We have paid all amounts we are obliged to pay under this insurance.

No refund of Premium is available if we have paid out the maximum benefit prior to the expiry of the Period of Insurance as shown on the Policy Schedule.

## COMPLAINTS

eric is committed to providing a great range of products and services to customers that provide value and benefit to them.

Please talk to **us** using the details set out below if at any time we have not met your expectations. Most times we will be able to resolve your complaint quickly when you raise it with us. By contacting eric direct to resolve a complaint or dispute you may avoid unnecessary delays and costs.

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

If we are unable to resolve your Complaint, please contact our Customer Resolution Team at [complaints@ericinsurance.com.au](mailto:complaints@ericinsurance.com.au) or 1800 999 977.

When we receive your Complaint, we will acknowledge that we have received it.

- We will tell you the name and relevant contact details of the person assigned to liaise with you about your Complaint.
- Your Complaint will be handled by a person with appropriate authority, knowledge, or experience. This will not be the person whose decision or conduct is what your Complaint is about.
- When we are considering your Complaint, we will only ask for, and rely on, information that is relevant to our decision.
- We will keep you informed about the progress of your Complaint.

## DECISION

- Our written response to you will include the reasons for our decision and inform you of your right to take your Complaint to our Internal Dispute Resolution Committee or the Australian Financial Complaints Authority if you are not satisfied with our decision. We will provide you with its contact details and the timeframe in which you are able to complain to it.
- We will try to decide on your Complaint within 30 Calendar Days. If we cannot make our decision within this timeframe, then before this deadline passes we will tell you, in writing, the reasons for the delay and about your right to take your Complaint to our Internal Dispute Resolution Committee or the Australian Financial Complaints Authority, and its contact details.
- When we have made a final decision about your Complaint, we will provide a clear response to you in writing.
- We will give you the information that we relied on when making a decision about your Complaint promptly.
- If it is identified that we have made a mistake when handling your Complaint, then we will take action to correct the mistake.

## AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY

- We are part of an independent external dispute resolution scheme administered by the Australian Financial Complaints Authority. The scheme is for customers and third parties as allowed under its Rules.
- You can take your Complaint to the Australian Financial Complaints Authority at any time, including if we do not resolve your Complaint within 30 Calendar Days after we first received your Complaint.
- Under the Australian Financial Complaints Authority's Rules, your Complaint may be referred back to us if it has not gone through our Complaints process.
- The Australian Financial Complaints Authority's decisions are binding on us in the way set out in their Rules.
- If the Australian Financial Complaints Authority tells you that under their Rules it cannot assist you or consider your dispute, then you can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to you.

The Australian Financial Complaints Authority can be contacted by:

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

## YOUR PERSONAL INFORMATION

### HOW WE COLLECT, USE AND PROTECT YOUR PERSONAL INFORMATION

eric is 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 and administering your policy including assessing and paying claims as required. We may collect personal information directly from you or through our agents and distributors at the point of sale of your policy.

We may also use your personal information to inform you about other related insurance products or services which may benefit you (subject to your consent), 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 collect and 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).

By providing us with your personal information, you agree to us collecting, holding, using and disclosing that information in accordance with our Privacy Policy.

### ACCESSING YOUR PERSONAL INFORMATION

At your request, we will give you, free of charge, access to any information that we relied on in assessing your application for insurance, or in handling your claim, or in responding to a complaint.

The information you may access includes:

- documents and information we relied on to accept or deny your claim,
- copies of your product disclosure statement and insurance,
- copies of any reports from service suppliers or external experts that we relied on, and
- copies of any recordings and/or transcripts of any interaction we had with you that we relied on.

If we refuse to give you access to information, we will not do so unreasonably, and we will tell you our reasons for doing so and about our complaints process.

We may refuse to give you access to information in the following circumstances:

- where a law – for example, the Privacy Act 1988 – says we do not have to,
- in the case of a claim where the claim is being or has been investigated, and giving access would have an unreasonable impact on the privacy of other individuals or government agencies, or
- if doing so may be prejudicial to us in relation to a Complaint or a dispute about your insurance policy or your claim – however, even in this circumstance we must give you access to any external experts' reports we relied on but not investigator reports.

## 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.

The objectives of the 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 resolving Complaints you make about us, and
- To promote continuous improvement of the general insurance industry through education and training.

We will pursue the above objectives of the Code with regard to the law and acknowledging that every contract of insurance is a contract based on the utmost good faith.

A copy of the Code can be obtained [here](#), at [www.codeofpractice.com.au](http://www.codeofpractice.com.au) or by asking us.

The Code Governance Committee is the independent body that monitors and enforces insurers' compliance with the General Insurance Code of Practice.

Their purpose is to drive better Code compliance, helping the insurance industry to improve its service to consumers.

To find out more about the Code Governance Committee, visit <https://insurancecode.org.au/about/about-the-code-governance-committee/>.

## FINANCIAL CLAIMS SCHEME

This insurance policy 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 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.

## FINANCIAL HARDSHIP

Financial Hardship means you have difficulty meeting your financial obligations to us. You have a right to ask us to fast-track a claim if you have an urgent financial need. You may be entitled to support because you are suffering Financial Hardship.

If you are experiencing Financial Hardship, please let us know so that we can tell you about the support we can provide to you.

A copy of eric's Financial Hardship policy can be obtained at [www.ericinsurance.com.au](http://www.ericinsurance.com.au) or by asking us.

## VULNERABLE CUSTOMERS

We are committed to taking extra care with customers who experience vulnerability. We recognise that a person's vulnerabilities can give rise to unique needs, and that their needs can change over time and in response to particular situations.

A person's vulnerability may be due to a range of factors such as:

- age,
- disability,
- mental health conditions,
- physical health conditions,
- family violence,
- language barriers,
- literacy barriers,
- cultural background,
- Aboriginal or Torres Strait Islander status,
- remote location, or
- financial distress.

We encourage you to tell us about your vulnerability so that we can work with you to arrange support — otherwise, there is a risk that we may not find out about it.

If you tell us, or we identify, that due to a vulnerability you need additional support or assistance, we will work with you and try to find a suitable, sensitive and compassionate way for us to proceed. We will do this as early as practicable and we will protect your right to privacy.

If you tell us, or we identify, that you need additional support from someone else (for example, a lawyer, consumer representative, interpreter or friend), then we will recognise this and allow for it in all reasonable ways. We will try to make sure our processes are flexible enough to recognise the authority of your support person.

Additional support may include making it easier for you to communicate with us, referring you to a financial counsellor or an appropriate community support service.

A copy of eric's Family Violence policy can be obtained at [www.ericinsurance.com.au](http://www.ericinsurance.com.au) or by asking us.

## GST

Any claim payments we make will be based on GST inclusive costs. If you are entitled to claim any input tax credit for any claim paid under this insurance, we will reduce any 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:

**Accidental Damage:** Damage caused to your Off Road Bike following an accident. This does not include theft or loss or damage caused by fire or theft, or loss or damage to your Off Road Bike whilst it is being transported.

**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 stated on the Policy Schedule.

**Excess:** The contribution to the claim cost which you may be required to pay in the event of a claim. Any Excess will be shown in your Policy Schedule.

**Express or Implied Consent:** Where you provide permission for a person to use the Off Road Bike either by verbal agreement or by providing them with access to it.

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

**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.

**Legal Liability:** The legal responsibility to pay compensation for damage to property, other than your own, as a result of an accident involving your Off Road Bike for which you or the rider of your Off Road Bike is at fault.

**Market Value:** The value we determine as being the replacement cost of the Off Road Bike with consideration of its make, model, series, age and condition at the date of its loss or damage.

**Off Road Bike:** The Off Road Bike or All-Terrain Dirt-Bike (ATV) described on the Policy Schedule.

**Period of Insurance:** The period during which cover is provided under this insurance as shown on the Policy Schedule. 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 Off Road Bike 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.

**Purchase Price:** The amount paid for the Off Road Bike as shown on your contract of sale, including:

- Dealer delivery fees; and
- Government taxes and charges.

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

**Total Loss:** If the damage sustained to your Off Road Bike in our opinion renders the Off Road Bike unsafe or uneconomical for us to repair when compared to the Market Value, or when your Off Road Bike has been stolen and not recovered.

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

**You, you and your:** The insured person(s) named in the Policy Schedule, who must also be the owner of the Off Road Bike, or any person who has your Express or Implied Consent to be in control of the Off Road Bike. It also includes the Financier if the Off Road Bike is subject to a finance contract only to the extent of their interest in the Off Road Bike.



Motoring Insurance Specialist

[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.