

DIRECT

# Car Insurance

PRODUCT DISCLOSURE STATEMENT



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 6<sup>th</sup> January 2022 VB2CMVI060122

### 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 at the commencement of the Period of Insurance;
- You must be the registered owner of the Vehicle;
- You must meet our underwriting acceptance criteria;

This insurance specifically excludes any Vehicle that is let on hire or is being used for carrying passengers for hire or reward. This includes but not limited to taxis, rental vehicles or rideshare. It also specifically excludes courier or delivery vehicles, including fast food delivery, or the Vehicle being used, tested or in preparation for any motor sports or used on any motor vehicle 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).

## SUMMARY OF YOUR COMPREHENSIVE COVER

The benefits provided by this insurance during the Period of Insurance are shown in the following tables and are subject to the terms, conditions and exclusions set out in this PDS. Please refer to the relevant sections of this PDS for more information.

Insurance cover is not available to all Vehicles or in all circumstances. You should carefully read the section titled "What you are not insured for" for further information.

Benefits	Cover Limit
Emergency Travel or Accommodation	\$500 – when 100km or more from your stated residential address.
Essential Repairs	\$300
Funeral Expenses	\$2,000
Hire Car following Theft	\$500
Keys and Locks	\$750
Personal Property	\$500
Replacement Vehicle	Where the Vehicle has travelled up to 70,000km
Roadside Assistance	Supplied by AWP Australia PTY LTD Tel. 1800 786 223
Towing	Reasonable costs
Trailer	\$1,000
Transfer Vehicle Cover	The Amount Covered will be adjusted to a value we determine and you agree to as a reasonable amount for your new vehicle.

## COMPREHENSIVE COVER - OPTIONAL ADDITIONAL BENEFIT

(An additional Premium applies if you select this benefit).

Benefits	Cover Limit
Windscreen Cover	\$600 in total.

## COMPREHENSIVE COVER

If your Vehicle is damaged in an accident, fire, theft, storm, flood or malicious act, then subject to these terms and with regard to your circumstances, we will either:

- Repair, reinstate or replace your Vehicle;
- Pay you the cost of repairing your Vehicle; or
- Indemnify you up to the Amount Covered as shown on the Policy Schedule. This amount includes Modifications and Non-Standard Accessories;

up to the Amount Covered shown on your Policy Schedule.

## ROADSIDE ASSISTANCE

Your policy provides a Roadside Assistance Benefit for the Period of Insurance. Should your Vehicle break down or is immobilised, AWP Australia PTY LTD can help you get back on your way. This service is provided via our partnership with AWP Australia PTY LTD who will provide your membership documentation subsequent to this PDS. For all Roadside Assistance queries please call AWP on Tel. 1800 786 223.

## INCLUDED BENEFITS

In the event we accept your claim, the following benefits may be provided:

### EMERGENCY TRAVEL / ACCOMMODATION

We will pay up to \$500 for emergency travel and/or overnight accommodation in the event the Vehicle is not able to be restored to a roadworthy and safe condition by Essential Repairs following an event covered by this insurance. This benefit will only apply where the event occurs over 100km from your stated residential address.

### ESSENTIAL REPAIRS

If your Vehicle is damaged as a result of an event covered by this insurance, we will pay up to a maximum of \$300 for the cost of essential repairs to restore it to a roadworthy and safe condition in order that it may be driven on to the intended destination or to your place of residence or employment.

### FUNERAL EXPENSES

We will pay for funeral expenses incurred following the death of the driver of your Vehicle (as certified by a licensed medical practitioner) as a direct result of injuries caused in an accident while driving the Vehicle. The accident resulting in the injury needs to have occurred during the Period of Insurance. The maximum benefit is \$2,000 for any one event. Invoices/receipts must be provided. We will not pay a claim under this benefit if the death of the driver was as a consequence of intentional self-harm or suicide.

### HIRE CAR FOLLOWING THEFT

If your Vehicle is stolen we will reimburse you up to the benefit limit of \$500 for the reasonable cost of hiring a similar type of Vehicle (excluding running costs, insurance or other costs that you may be liable for under the hire car or rental agreement).

We will pay this benefit until your Vehicle has been found and repaired, or we have replaced or indemnified you under this insurance, whichever is the earlier.

### KEYS AND LOCKS

If the Vehicle keys are lost or stolen, we will pay for the replacement keys and recoding of locks up to a benefit limit of \$750. You are able to claim this benefit once per Period of Insurance, free of Excess. If your keys have been stolen, you must report the theft to the Police.

#### LEGAL COSTS

We will pay the costs of defending any legal proceedings commenced against you as a consequence of events covered by Third Party Property Damage Cover. We will only cover these costs where they have been incurred after our acceptance of your claim.

#### LEGAL LIABILITY

We will cover you for accidental damage to someone else's property as a consequence of the use of your Vehicle, for which you would otherwise have Legal Liability.

This includes accidental damage to someone else's property occurring in connection with a trailer or caravan while attached to your Vehicle, or as a consequence of any item falling from the trailer or caravan.

The maximum amount we will pay in total for all claims arising out of any one Legal Liability event is \$20 million.

(excluding cash, cheques, credit cards or negotiable securities, all tools of trade, business equipment and mobile electronic devices such as mobile phones, tablets and handheld GPS) whilst contained in the Vehicle belonging to you or your direct family.

#### PERSONAL PROPERTY

We will pay up to \$500 for loss or damage to personal property (excluding cash, cheques, credit cards or negotiable securities, all tools of trade, business equipment and mobile electronic devices such as mobile phones, tablets and handheld GPS) whilst contained in the Vehicle belonging to you or your direct family.

#### REPLACEMENT OF A NEW VEHICLE

If your Vehicle becomes a Total Loss within 24 months of the date of first registration, we will replace your Vehicle with another vehicle of the same make, model and series, subject to the following conditions:

- You must have comprehensively insured the Vehicle with us from the date of first registration;
- You must have comprehensively insured the Vehicle with us from purchase if the Vehicle was a Demonstrator Model;
- The replacement vehicle must be locally available within 6 months of your Vehicle being declared a Total Loss, and if a replacement vehicle is not available, we may, as an alternative, pay the Amount Covered as stated in the Policy Schedule;
- If your Vehicle is under finance, you must supply your Financier's written consent to have the Vehicle replaced under the current contract; and
- The Vehicle must have travelled no more than 70,000km following its original registration.

If we replace your Vehicle, we will pay the Stamp Duty on the replacement vehicle.

#### TRAILER COVER

We will pay up to \$1,000 if your trailer or caravan is accidentally damaged and/or stolen while it is attached to your Vehicle. The contents and fixtures of your trailer or caravan are not covered under this insurance.

#### TRANSFER VEHICLE COVER

We will transfer this insurance if you sell the Vehicle and replace it with another vehicle, provided;

- The new vehicle meets our underwriting criteria;
- You advise us of the new vehicle details within 14 days of its purchase; and
- You pay to us any additional Premium as advised by us.

The Amount Covered will be adjusted to a value we determine and you agree to as a reasonable amount for your new vehicle.

#### TRANSIT COVER

We will pay for loss of or damage to your Vehicle while being transported during the Period of Insurance between any places in Australia, including when your Vehicle is being loaded or unloaded. We will also pay your contribution for general average and shipping charges where maritime conditions apply.

#### TOWING COSTS

If your Vehicle 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:

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

#### OPTIONAL BENEFIT YOU CAN CHOOSE

Available if you have paid any additional Premium

#### WINDSCREEN COVER

If you have selected this benefit it will be shown on your Policy Schedule. If your front, rear or side glass is damaged and requires repair or replacement, we will pay for one front, rear or side windscreen claim, free of Excess, occurring in any one Period of Insurance, limited to \$600 in total.

#### WHAT YOU ARE NOT INSURED FOR

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

#### BEING USED FOR HIRE

Vehicles used for hire, rental or carrying passengers for reward, including taxis, rideshare, rental cars and Vehicles used for paid driving lessons.

#### BUSINESS POOL CARS

If the Vehicle is owned or leased by an entity other than a natural person, that is being used for business purposes by multiple drivers where the drivers are not listed on the policy schedule.

#### 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.

#### COURIERS / SECURITY PATROLS

Vehicles used for delivery or courier use, or security patrols, including but not limited to fast food delivery or transportation of medical goods.

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

You or any driver of your Vehicle incurs loss, damage or Legal Liability whilst:

- Driving 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:
  - Driving 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
  - Driving under the influence of alcohol and/or drugs; 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 VEHICLE**

Damage, loss or Legal Liability which occurs as a consequence of leaving your Vehicle unattended and unlocked.

You must always act reasonably to ensure the Vehicle is securely locked whenever it is unoccupied. This includes not leaving your keys in or on the Vehicle whilst it is unattended.

We will not cover loss or further damage to the Vehicle following a loss or accident, unless all reasonable steps were taken to protect the Vehicle following the initial loss or accident.

## **FOR SALE**

The Vehicle is in the possession of a licensed motor car trader for the purpose of selling the Vehicle at the time of the event giving rise to the claim.

We will not cover loss or damage to the Vehicle where you fail to accompany anyone test driving the Vehicle as part of you selling the Vehicle privately.

## **FUNERAL EXPENSES**

Funeral expenses incurred if the death of the driver was a consequence of intentional self-harm or suicide.

## **ILLEGAL PURPOSE**

The Vehicle 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 Vehicle (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 Vehicle, or someone otherwise acting with your Express or Implied Consent.

## **LEAVING THE SCENE OF AN ACCIDENT**

Where you fail to comply with any obligations at law following an event that results in a claim, including where required failing to report an accident to Police or to remain at the scene of an accident long enough to enable the exchange of details or the attendance of interested parties.

## **MODIFICATIONS AND ACCESSORIES**

Loss or damage if the Vehicle was fitted with any illegal Modifications or accessories.

## **MOTOR TRADE USE**

Loss or damage caused whilst the Vehicle is in the control or custody of any party for the purposes of commercial servicing or repairing the Vehicle, unless the Vehicle was being repaired as authorised by us following our acceptance of a claim.

## **NUCLEAR WASTE / MATERIAL**

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

## **OLD DAMAGE**

The cost of repairs to pre-existing damage to your Vehicle or repairing faulty workmanship or incomplete repairs to the Vehicle which were carried out prior to a loss or accident resulting in a claim under this insurance.

## **OPERATING LEASE CARS**

If the Vehicle is subject to a contract wherein the owner (Lessor) allows the user (Lessee) to use the Vehicle for a set period in exchange for financial compensation, and where the Lessor maintains ownership of the Vehicle throughout the operating lease.

## **OVERLOADED VEHICLE / HAZARDOUS GOODS**

Carrying and/or towing loads above the gross combination weight of the trailer and your Vehicle, as specified by the Manufacturer, or carrying hazardous or inflammable goods in contravention of the Australian Code for the Transport of Dangerous Goods by Road and Rail.

## **PENALTIES AND FINES**

Penalties, fines, punitive, exemplary or aggravated damages.

## **RECKLESS ACTS**

Reckless acts by you, or a person using the Vehicle with your Express or Implied Consent (such as but not limited to burnouts, donuts or street racing).

## **SEIZURE OF VEHICLE**

Loss or damage caused to your Vehicle as a consequence of legal seizure or repossession.

## **SPECIFIC EXCLUSIONS TO THIRD PARTY LIABILITY COVER**

We will not provide Third Party Property Damage cover:

- If the damaged property belongs to you or is in your possession, care, custody or control at the time of the accident.
- If the damaged property belongs to a person who resides at the same residential address as you.
- If the Vehicle was being operated without your permission at the time of the accident.
- For any liability you agree to accept that would not apply if such an agreement did not exist.
- For property belonging to or in the possession or control of a person operating or using the Vehicle with your permission at the time of the accident, but

we will provide this cover to your employer or any other driver using the Vehicle with your permission, and any passengers in the Vehicle if the Vehicle is being used with your permission.

## **STORAGE COSTS**

Any storage charges associated with the Vehicle, unless approved by us.

## **TERRITORY LIMITS**

Loss, damage or Legal Liability caused or incurred outside Australia except where your Vehicle 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.

## TESTS AND EVENTS USE

Vehicles used for or tested in preparation for racing, pace making, reliability or similar trials, rally, speed, hill climbing or similar tests, experiments or demonstrations in connection with the motor trade.

## THEFT

Where the Vehicle is stolen and/or damaged:

- As a consequence of your keys being in or on the Vehicle at the time of the theft or damage. This includes leaving the keys in or on your Vehicle when parked on private property; 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.

## TRAILER OR CARAVAN CONTENTS

Loss or damage to any contents or fixtures in or on your trailer or caravan.

## TYRES

Damage to tyres or wheel rims caused by braking, road puncture, cuts or bursting.

## UNAUTHORISED REPAIRS

Repairs to the Vehicle that have been made without our prior consent.

## UNDISCLOSED DRIVERS

Where the Vehicle is being used by a driver who is not listed on this insurance, who would not have been accepted as a risk for any reason within our current underwriting criteria.

## UNINTENDED USE

Using the Vehicle in a manner or under conditions which are outside the manufacturer's specifications or recommendations.

## UNLICENSED DRIVERS

Where the Vehicle is being driven (with your express or implied consent) by any person who is not licensed or authorised to drive a specific type or class of vehicle under any State or Territory laws, unless such person holds a Learners Permit and is accompanied by a fully licenced driver.

## UNREGISTERED VEHICLES

If the Vehicle was unregistered at the time of an accident that results in a claim on this insurance.

## UNROADWORTHY CONDITION

If, at the time of the event giving rise to the claim, the Vehicle was being used in an un-roadworthy or unsafe condition and you knew or ought to reasonably have known of such condition.

## 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 Vehicle, 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.

**Please contact us on [1800 999 977](tel:1800999977) as soon as something happens that you believe you can claim for.**

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 such time as all assistance is given. This includes but is not limited to, attending interviews, assisting with recovering from other parties, and providing requested documentation.

## IN THE EVENT OF AN ACCIDENT

As soon as possible after an accident:

- Take all reasonable steps to prevent or minimise further injury (if applicable) loss, damage or liability.
- Exchange details with all other parties involved in the accident, including names, addresses, vehicle details, and insurance details.
- Do not admit, deny or negotiate liability with any person.
- Obtain a Police Report within 18 hours if:
  - no other Vehicles are involved; or
  - the driver of your Vehicle leaves the scene of the accident before giving their details to the other driver involved in the accident.
- Make note of the accident details including time, date, location and road conditions.
- If possible, seek witness details to assist to confirm accident details.



## 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 Vehicle is not found within 14 days after being stolen, and we agree to pay a claim for theft of your Vehicle, your Vehicle becomes a Total Loss should the Vehicle not be recovered.

## IN THE EVENT OF DAMAGED WINDSCREEN

- If the windscreen is damaged whilst driving, pull over to a place of safety.
- Take all reasonable steps to prevent or minimise further loss or damage.

## LODGING YOUR CLAIM

- 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.

## WHO REPAIRS THE VEHICLE?

If we accept your claim and the Vehicle can be repaired, we will arrange to have the Vehicle 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 Vehicle, 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 Vehicle to be a Total Loss, we will:

- replace your Vehicle in accordance with the terms and conditions of your insurance as stated under the heading "Replacement of a new vehicle", or
- pay you up to the Amount Covered as shown on your Policy Schedule.

We may deduct from your claim settlement:

- the total of any excesses applicable,
- any unpaid premiums (including instalment payments for the remaining Period of Insurance), and
- the amount of any refund you receive from the registration and Compulsory Third Party (CTP) Insurance.

Any salvage of your Vehicle will become our property and we will

retain the proceeds of any salvage sale.

If your Vehicle is subject to a finance contract, then we will pay the balance owing on the finance contract (up to the Amount Covered less deductions applicable) to the Financier and pay you any balance.

## WHAT YOU PAY IN THE EVENT OF A CLAIM

Before we make any payment in relation to a claim on this insurance, you may be required to 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 Vehicle to a better condition than that immediately prior to the incident which gives rise to a claim under this insurance; or
- The cost of repairing legal Modifications and/or Non-Standard Accessories that are essential to the operation of the Vehicle but exceed the amount nominated by you in the Modifications and Non-Standard Accessories Value.

## EXCESS

There are 5 types of Excesses:

1. Basic Excess;
2. Inexperienced Driver Excess;
3. Imposed Excess;
4. International Licence Holder Excess; and
5. Unlisted Driver Excess (not applicable to Learner Drivers)

**The Excess you pay is the total of the applicable Excesses added together. You will not be required to pay an Excess where 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. If another vehicle was involved, you also provide the registration number of that vehicle.**

### 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".

### INEXPERIENCED DRIVER EXCESS

An Inexperienced Driver Excess of \$750 will apply if the driver of the Vehicle at the time of an accident has been licensed in Australia for less than two years.

(The duration of a learners permit is not considered as a licence for the purpose of experience).

### IMPOSED EXCESS

An Imposed Excess may be applied based on the type of Vehicle and/or the driving record and accident or insurance history of a driver of the Vehicle and will be shown on your Policy Schedule under the heading "Excess Details". Where the driver of the Vehicle at the time of an accident was unlisted, we will request documentation to determine if an Imposed Excess would apply.

### INTERNATIONAL LICENCE HOLDER EXCESS

An International Licence Holder Excess of \$2,000 will apply if the driver of the Vehicle at the time of an accident is only authorised to drive on an International Licence.

## UNLISTED DRIVER EXCESS

An Unlisted Driver Excess of \$750 will apply if the driver of the Vehicle at the time of an accident is less than 25 years of age and is not listed on your insurance at the time of an accident, and where we would have agreed to include them as a driver based upon our acceptance and eligibility guidelines.

## PAYING YOUR EXCESS

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

### Accident repair claims:

Any applicable Excess will be deducted from the cost of repairs to the Vehicle 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:

Excess will be deducted from the assessed Total Loss value of the Vehicle. If we replace the Vehicle following a Total Loss, you pay the Excess to the dealer when collecting the replacement vehicle.

### Windscreen claims:

Where you have not selected the Windscreen Cover Optional Benefit, the Basic Excess applies to a windscreen claim. Where we have authorised repairs, you pay the Basic Excess to the repairer. If you needed to have repairs completed where we were unable to authorise the claim as it was out of usual business hours, the Basic Excess will be deducted from the amount we assess and elect to pay you based on the assessed amount.

### Legal Liability claims:

Irrespective of whether there is damage to your Vehicle, if you have caused damage to another vehicle or property, you will need to pay us any applicable Excess before we make payment for the damage you have caused.

## DETERMINING WHAT WE PAY AND OUR RIGHTS

### MAXIMUM PAYMENT

We will not pay more than the Amount Covered for your Vehicle as stated in the Policy Schedule.

### SUBROGATION RIGHTS

We are entitled to take over and conduct in your name and the name of any other person, the defence or settlement of any claim. We are also entitled to prosecute to the extent of the law for our own 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 in the settlement of any claim.

### CLAIM RECOVERY

If you make 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 Vehicle is not available in Australia, then we will attempt to obtain a part consistent with the age or condition of the Vehicle. 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.

## 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.

## 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:

**Accident:** A sudden, unexpected, unusual, specific event, which occurs fortuitously at an identifiable time and place and is unforeseen or unintended by you.

**Amount Covered:** The maximum amount we will pay for any claim on your Vehicle including the amount nominated by you as the Modifications and Non-Standard Accessories Value, and as shown or your Policy Schedule.

**Demonstrator Model:** the Vehicle was purchased from a licensed motor dealer who was the first registered owner and had less than 5,000 kilometres recorded at the time of purchase.

**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 this PDS and/or your Policy Schedule. The Excess you may pay is the total of the applicable Excesses added together.

**Express or Implied Consent:** Where you provide permission for a person to use the Vehicle 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 Vehicle.

**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.

**International Licence:** Any licence to drive a vehicle not issued by a State or Territory of the Commonwealth of Australia.

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

**Modifications and Non-Standard Accessories Value:** The amount nominated by you for the total combined value of all legal Modifications and Non-Standard Accessories to your Vehicle and is the maximum amount we will pay for the repair or replacement of these items. This value will be shown on your Policy Schedule.

**Modifications:** Alterations to the Vehicle's standard body, interior, engine, suspension, wheels, tyres or paintwork which may alter the value, safety, performance or appearance of the Vehicle.

**Non-Standard Accessories:** Any items fitted to the Vehicle which were not part of the manufacturer's standard specification for the Vehicle. This may include but is not limited to:

- New Factory LPG;
- Bull Bars;
- Roof Racks;
- Side Steps;
- GPS; or
- Bluetooth and Phone Kits.

**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 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.

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

- Registration;
- Dealer delivery fees;
- Statutory insurance; 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 Vehicle in our opinion renders the Vehicle unsafe or uneconomical for us to repair when compared to the Amount Covered as shown on the Policy Schedule, or when your Vehicle has been stolen and not recovered.

**Unlisted Driver:** Any person who has your Express or Implied Consent to be in control of the Vehicle and is not nominated on this insurance prior to the occurrence of an event leading to a claim.

**Vehicle:** The Vehicle described in the Policy Schedule (including any fitted modifications and accessories).

**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 registered owner of the Vehicle, or any person who has your Express or Implied Consent to be in control of the Vehicle. It also includes the Financier if the Vehicle is subject to a finance contract only to the extent of their interest in the Vehicle.



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