

# Motorcycle Tyre & Wheel Insurance

PRODUCT DISCLOSURE STATEMENT



eric

Motoring Insurance Specialist

## Contents

### Part A: Product Disclosure Statement

<b>Introduction</b> .....	<b>1</b>
<b>Your Product Disclosure Statement (PDS)</b> .....	<b>1</b>
<b>Eric Insurance Limited (eric)</b> .....	<b>1</b>
<b>Our agreement with you</b> .....	<b>1</b>
Our representatives and distributors .....	1
<b>How to apply</b> .....	<b>1</b>
<b>Eligibility</b> .....	<b>2</b>
<b>Cooling off period</b> .....	<b>2</b>
<b>Your Tyre &amp; Wheel Insurance</b> .....	<b>2</b>
<b>Maximum Insurance Benefits</b> .....	<b>2</b>
<b>Roadside Assistance</b> .....	<b>2</b>
<b>Included Benefits</b> .....	<b>2</b>
Accommodation .....	2
Car/Motorcycle rental .....	2
Towing .....	2
<b>What you are not insured for</b> .....	<b>2</b>
<b>How to make a claim</b> .....	<b>2</b>
Important conditions relating to claims .....	3
What do I do in relations to a claim .....	3
<b>Claim decision</b> .....	<b>3</b>
Information we give you if we deny your claim or do not pay in full .....	3
Changes to timeframes .....	3
<b>Claim example</b> .....	<b>3</b>
Claim example .....	3
<b>The cost of your insurance policy</b> .....	<b>4</b>
Pay your premium by instalments .....	4
Overdue instalments .....	4
<b>We rely on the information you provide us</b> .....	<b>4</b>
Applying for information .....	4
Notifying us of changes .....	4
<b>Cancellation of your policy</b> .....	<b>4</b>
Cancellation by you .....	4
Cancellation by us .....	4
On cancellation .....	5
Termination .....	5
<b>Complaints</b> .....	<b>5</b>
Decision .....	5
Australian Financial Complaints Authority .....	5
<b>Your personal information</b> .....	<b>5</b>
How we collect, use and protect your personal information .....	5
Accessing your personal information .....	6
<b>Code of Practice</b> .....	<b>6</b>
<b>Financial Claims Scheme</b> .....	<b>6</b>
<b>Financial Hardship</b> .....	<b>6</b>
Vulnerable customers .....	6
<b>GST</b> .....	<b>6</b>
<b>What do we mean by that?</b> .....	<b>7</b>

### 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 VDBMCIT&W060122

## 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.

## OUR REPRESENTATIVES AND DISTRIBUTORS

eric has relationships with authorised representatives, distributors and other licensees who may arrange insurance on our behalf, and if so, may receive remuneration. For more information, please refer to the FSG (Part B of this document).

## HOW TO APPLY

To apply for this insurance, you will need to contact one of our participating authorised representatives or distributors who can assist you in completing our online application form.

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:

- Be at least 18 years of age;

This insurance specifically excludes any Motorcycle that is let on hire or is being used for carrying passengers for hire or reward. This includes taxis, rental Motorcycle or rideshare. It also specifically excludes courier or delivery Motorcycles, including fast food delivery.

## 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).

## YOUR TYRE & WHEEL INSURANCE

If, during the Period of Insurance, any:

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

then subject to the terms and conditions of our agreement with you, we will at our option pay the reasonable cost to repair or replace your Tyre(s) and/or Wheel(s) as a result of Tyre and/or Wheel damage. No excess is payable by you.

## MAXIMUM INSURANCE BENEFITS

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

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

**Wheel(s):** We will pay up to \$2,500 to repair or replace your Wheel(s) during the Period of Insurance.

## ROADSIDE ASSISTANCE

Your policy provides a Roadside Assistance Benefit for the Period of Insurance. Should your Motorcycle 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

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

**Accommodation:** Up to a maximum of \$500 during the Period of Insurance, if your Motorcycle is immobilised beyond 100kms from your home address and repairs are not completed on the day of authorisation.

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

**Towing:** Up to \$200 for any one claim, subject to a maximum of \$600 during the Period of Insurance.

## WHAT YOU ARE NOT INSURED FOR

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

- Tyres:
  - With dry rot or flat spots;
  - That have been previously repaired (except puncture repairs);
  - Where the Tyre tread is below any tread wear indicator; or
  - That have been recapped.
- Tyres or Wheels that are:
  - On unregistered Motorcycles, except in the instance where the Motorcycle is an Off Road Motorcycle;
  - Unroadworthy as defined by the State or Territory in which you reside;
  - Designed or used for racing;
  - Not fitted to your Motorcycle; or
  - Subject to a recall by the manufacturer.
- Damage to Tyres or Wheels;
  - As the result of an accident;
  - As a result of the Motorcycle being used outside of the manufacturer specifications;
  - Caused by negligence, vandalism, a malicious act, abuse or misuse;
  - Which does not affect the operation of the Wheel including but not limited to the ability to maintain air pressure;
  - Which is cosmetic in nature, caused by scratching, bruising or gutter rash; or
  - Caused by Motorcycle modifications that deviate from the manufacturer's original specifications.
- Wheel alignment or adjustment, unless approved by us as part of a claim;
- Wheel assembly components including hubs, brake, bearing or axles; or
- Unless expressly included by this insurance, we do not provide cover for all or any consequential financial or non-financial loss, damage or liability incurred as a consequence of the incident giving rise to a claim.

We will not pay a claim if your Motorcycle is:

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

## 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 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.

#### IMPORTANT CONDITIONS RELATING TO CLAIMS:

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

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

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

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

If your Tyres and/or Wheels are damaged:

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

The invoice must detail the work and cost of individual parts, Motorcycle make, model, Tyre and/or Wheel dimensions and the authorisation number.

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

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

#### CLAIM 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.

#### CLAIM EXAMPLE

##### CLAIM EXAMPLE

Whilst on a weekend ride 120kms from home you hit a large pothole that results in a puncture to the rear Tyre, as well as damage to the rear Wheel. As you do not carry a spare the Motorcycle needs to be towed. The retail repair outlet informs you the Wheel cannot be repaired and needs to be replaced, and it will take 48 hours to obtain a new Tyre and a matching Wheel.

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

The total cost amounts to \$1,235.85 including the towing cost of \$350. You find accommodation for 2 nights at a cost of \$295.

When you return, you advise us that you incurred costs relating to the accommodation. As the repairs could not be completed on the same day we authorised the claim, and upon provision of receipts, we reimburse you a total of \$295.

## 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 Motorcycle being subject to a Finance Contract,
- The price you paid for the Motorcycle,
- The length of remaining finance applicable to the Motorcycle,
- 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.

### 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 Motorcycle, 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 the Motorcycle or Motorcycle 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 Motorcycle.

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](http://www.codeofpractice.com.au), 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:

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

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

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

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

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

**Motorcycle:** The Motorcycle described in the Policy Schedule

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

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

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

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

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

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

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

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



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