

AGI Consumer Credit Insurance

PRODUCT DISCLOSURE STATEMENT AND POLICY



eric

Introduction

It is important that before You purchase this insurance You take the time to read and understand this Product Disclosure Statement (PDS) in its entirety, as it contains important information as required under the financial service provisions of the Corporations Act 2001 including information about the extent of the cover and its limitations.

If You do not understand any part of this document, please contact Us and We will be happy to explain any matter for You.

PLEASE TAKE THE TIME TO READ THROUGH THIS DOCUMENT CAREFULLY AND RETAIN FOR YOUR RECORDS.

Please note that if the finance contract is not regulated by the National Consumer Credit Protection Act 2009 (Cth) (NCCP), then nothing contained in this document can or should be read as implying that the finance contract is regulated by the NCCP.

Preparation date 1st Oct 2016. V011016

This Policy is issued and underwritten by Eric Insurance Limited.

This Policy is arranged by Automotive Global Insurance Pty Ltd (AGI) whose branding appears on the front cover, under an arrangement with Eric Insurance Limited.

More details of AGI including its contact details can be found under the section titled “Who is Automotive Global Insurance (AGI)?”

Contents

Part A Product Disclosure Statement

<u>What is a Product Disclosure Statement (PDS)?</u>	<u>2</u>
<u>Who is the Insurer?</u>	<u>2</u>
<u>Who is Automotive Global Insurance (AGI)?</u>	<u>3</u>
<u>Our Contract with You</u>	<u>3</u>
<u>Your Duty of Disclosure</u>	<u>3</u>
<u>Ongoing Disclosure</u>	<u>3</u>
<u>Important Information about Credit Insurance</u>	<u>3</u>
<u>Table of Benefits</u>	<u>4</u>
<u>Eligibility Criteria</u>	<u>4</u>
<u>Significant Risks</u>	<u>4</u>
<u>Cover Provided</u>	<u>5</u>
<u>Cover Limitations</u>	<u>5</u>
<u>Exclusions</u>	<u>6</u>
<u>How to Make a Claim</u>	<u>6</u>
<u>Taxation</u>	<u>6</u>
<u>Cancellation</u>	<u>7</u>
<u>Termination</u>	<u>7</u>
<u>Cost of the Policy</u>	<u>7</u>
<u>Privacy</u>	<u>7</u>
<u>Cooling off Period</u>	<u>8</u>
<u>Dispute Resolution</u>	<u>8</u>
<u>Code of Practice</u>	<u>8</u>
<u>Compensation Arrangements and Financial Claims Scheme</u>	<u>8</u>
<u>Definitions and Interpretation</u>	<u>8</u>
<u>Jurisdiction and Choice of Law</u>	<u>9</u>
<u>Further Information and Confirmation of Transactions</u>	<u>9</u>

Part A:

Product Disclosure Statement

WHAT IS A PRODUCT DISCLOSURE STATEMENT (PDS)?

This PDS is designed to assist You in understanding this insurance You are considering so You can make an informed choice about whether You should purchase it.

We may need to update this PDS from time to time if certain changes occur where required and permitted by law. We will issue You with a new PDS or a Supplementary PDS or other compliant document to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, We may issue You with notice of this information in other forms or keep an internal record of such changes (You can get a paper copy free of charge by contacting AGI using the details below).

Other documents may form part of this PDS and the Policy. If they do, We will tell You in the relevant document.

Some words or expressions have special meaning. They begin with capital letters and their meaning is explained in the Definitions and Interpretation section of this PDS.

WHO IS THE INSURER?

Eric Insurance Limited (Eric) ABN 18 009 129 793 AFSL 238 279, the issuer and underwriter of this insurance product, is an Australian owned insurance company which is authorised by the Australian Prudential Regulation Authority (APRA) to carry on general insurance business in Australia under the Insurance Act 1973 (Cth) and holds an Australian Financial Services Licence issued by Australian Securities and Investments Commission (ASIC).

If You need to contact Eric please do so through any of the options listed in the company details below:

PO Box 9106, Scoresby VIC 3179

Telephone: 1800 999 977

Web: www.ericinsurance.com.au

Email: info@ericinsurance.com.au

WHO IS AUTOMOTIVE GLOBAL INSURANCE (AGI)?

The policy is arranged by Automotive Global Insurance Pty Ltd (AGI) (ABN 43 093 891 573 AFSL No. 239678). AGI is an underwriting agency that specialises in providing motor insurance and related insurance products to the general public. In arranging this insurance it acts on behalf of Eric and not You.

AGI has a “binding authority” to issue, vary and dispose of this insurance. If You need more information about this insurance in the first instance, contact AGI.

PO Box 6646, Baulkham Hills BC, NSW, 2153
 Telephone: (02) 9877 0300 / 1800 001 611
 Facsimile: (02) 9877 0277
 Website: www.automotiveglobal.com.au
 Email: enquiries@agi.net.au

OUR CONTRACT WITH YOU

Where We agree to enter into a Policy with You, following payment of or Your agreement to pay the Premium, it is a contract of insurance between Us and You (see definition of “You” for details of who is covered by this term).

The Policy sets out the cover which We are able to provide You. You need to decide if the limits, type and level of cover are appropriate for You and will cover Your potential loss. If they are not, You may be underinsured and You may have to bear that part of any loss for which You are not covered.

The Policy consists of:

- J This document which sets out the standard terms and conditions of Your relevant cover, including its limitations and exclusions;
- J The Policy Schedule issued by AGI. The Policy Schedule is a separate document, which shows certain insurance details relevant to You. It may include additional terms, conditions and exclusions relevant to You that amend the standard terms of this document. If the Policy is varied during the Period of Insurance We will send You an updated Policy Schedule taking into account the variations; and
- J Any other change to the terms of the Policy otherwise advised by Us in writing (such as an Endorsement or Supplementary PDS) which may vary or modify the above documents.

These are all important documents and should be carefully read together as if they were one document to ensure that You are satisfied with the cover. All Policy documentation should be kept in a safe place for future reference.

We reserve the right to change the terms of the Policy where permitted to do so by law.

TRUTHFUL STATEMENTS

You are required to be truthful when supplying information in Your application for this Insurance Policy. See Your Duty of Disclosure.

YOUR DUTY OF DISCLOSURE

Before You enter into an insurance contract, You have a duty of disclosure under the Insurance Contracts Act 1984.

If We ask You questions that are relevant to Our decision to insure You and on what terms, You must tell Us anything that You know and that a reasonable person in the circumstances would include in answering the questions.

You have this duty until We agree to insure You.

If you do not tell us something

If You do not tell Us anything You are required to tell Us, We may cancel Your contract or reduce the amount We will pay You if You make a claim, or both.

If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

ONGOING DISCLOSURE

Cover provided by Your Policy may be affected if Your job or the nature of Your employment changes. You should refer to the Eligibility Criteria section of the PDS for further details. You are required to inform Us if Your circumstances change.

IMPORTANT INFORMATION ABOUT CREDIT INSURANCE

It is important that You read this information and the PDS carefully so You may understand the extent of cover provided and its limitations.

THE PURPOSE OF CREDIT INSURANCE

This Insurance is a Credit Insurance Policy designed to assist You with monies owing to the Financier of Your Finance Contract in the event of Your Disablement and/or Involuntary Unemployment depending on the type and level of cover You choose.

The Policy sets out the terms and conditions for the benefits provided under this Insurance.

We pay all benefit payments directly to the Financier You have Your Finance Contract with.

The extent to which this Insurance responds is based on Your liability under Your Finance Contract (subject to the application of certain Policy benefit limits and exclusions as specified in the Policy).

CHOOSING THE TYPE OF COVER

You need to carefully choose the cover types that suit Your needs. There are two types of cover available:

1. **Disability:** We will pay the Finance Contract Monthly Repayments if You are unable to work due to contracting a Sickness or suffering an Injury which causes a Disability during the Period of Insurance that prevents You from working in Your usual occupation; and
2. **Involuntary Unemployment:** We will pay the Finance Contract Monthly Repayments if, during the Period of Insurance, You become Involuntarily Unemployed or retrenched.

Please note that this is a limited summary only and not a full description of the covers. Each cover noted is subject to terms, conditions, exclusions and limitations that are not listed in the summary. You need to read the full terms, conditions and exclusions of the Policy which specifies the options taken for a full explanation of the cover.

You can choose from the following options:

- ⌋ Disability Cover only; or
- ⌋ Disability and Involuntary Unemployment Cover.

If You choose to purchase this insurance, the cover applicable to You will be shown on the Policy Schedule.

ACCIDENTAL DEATH COVER

Included within the Disability Benefit at no cost to You is coverage for Accidental Death. The Accidental Death Cover is only for a Period of twelve (12) months from Policy commencement date. Subject to the terms and conditions of the Policy, We will pay the Payout Figure to the Financier on Your behalf.

TABLE OF BENEFITS

Type Of Cover	Benefit Limit
Disability Cover	⌋ Maximum monthly benefit is the lesser of the Monthly Repayment and \$2,500 monthly or \$83.34 per day.
Involuntary Unemployment Cover	⌋ Maximum benefit payable is \$10,000. ⌋ We will only pay a benefit for a maximum of 150 days or until You return to gainful employment.
Accidental Death Cover	⌋ Only applies for a Period of twelve (12) months from Policy commencement date.

NO OBLIGATION TO PURCHASE

This Policy is not compulsory and it is not a condition of Your Finance Contract that You must have this insurance. If You apply for, or obtain a Policy, You are not obliged to buy the Policy. If You do choose to take out this insurance Policy, You may do so with another insurer on terms that are the same or different to the terms of the Policy.

ELIGIBILITY CRITERIA

You are only eligible for cover under the Policy if You meet the following eligibility criteria at time of inception and throughout the Period of Insurance:

You must:

- ⌋ Be at least 18 years of age at the commencement of the Period of Insurance;
- ⌋ Be under 64 years of age at the commencement of the Period of Insurance;
- ⌋ Be a permanent resident of Australia;
- ⌋ Be employed in Permanent Gainful Employment for at least twenty (20) hours per week; or
- ⌋ Be employed in Casual Employment for at least twenty (20) hours per week and have been with the same employer for at least the past twelve (12) months;
- ⌋ Not be employed in a seasonal or Intermittent position; and
- ⌋ Not be employed in a contracted position of less than the term of the Finance Contract.

NOTE: Involuntary Unemployment Cover is not available to people who are self-employed, nor does it apply if unemployment is due to a contracted position reaching its nominated term.

SIGNIFICANT RISKS

Some of the risks associated with taking out a Policy include that:

- ⌋ The Policy may not suit Your needs;
- ⌋ The cover level may be insufficient; and
- ⌋ A benefit may not be paid because of one of the listed exclusions (please refer to 'Exclusions' section of this document).

It is important that You ensure that the Policy meets Your needs both now and in the future. You may wish to seek assistance from a financial adviser if You are not sure about whether this product suits Your personal circumstances.

COVER PROVIDED

Please refer to Your Policy Schedule for the cover types selected.

A type of cover only applies if the Policy Schedule shows that it applies and You have paid or agreed to pay the Premium for it.

Subject to the type of cover selected, the terms, conditions and exclusions detailed in the Policy, the following benefits are provided under each type of cover:

DISABILITY COVER

- ⌋ If You suffer a Disability as certified by a qualified Medical Practitioner which results in You being unable to work:
 - ⌋ In Your Usual Occupation for up to twelve (12) months; and
 - ⌋ In any Gainful Occupation after the first twelve (12) months.

We will pay 1/30th of Your Monthly Repayment for every day You are Disabled up to the benefit limit. For example, if Your Monthly Repayment is \$600, the benefit You receive is \$20 per day.

- ⌋ Subject to the Policy terms and conditions, an unlimited number of claims may be made.
- ⌋ Maximum monthly benefit is the lesser of the Monthly Repayment and \$2,500 monthly or \$83.34 per day.

A 14 day Excess Period applies to this cover.

INVOLUNTARY UNEMPLOYMENT COVER

- ⌋ If You become Involuntarily Unemployed during the Period of Insurance, We will pay 1/30th of Your Monthly Repayment for every day You are Unemployed up to the benefit limit. For example, if Your Monthly Repayment is \$750, the benefit You receive is \$25 per day.
- ⌋ The benefits paid will be limited to a maximum period of 150 days in respect of any one claim during any one continuous period of Involuntary Unemployment.
- ⌋ Subject to Policy conditions, an unlimited number of claims may be made up to the benefit limits.
- ⌋ Maximum benefit payable is \$10,000 across the term of the Cover.

A 14 day Excess Period applies to this cover.

ACCIDENTAL DEATH COVER

- ⌋ In the event of Your Accidental Death during the first 12 months of the Period of Insurance, We will pay to Your Financier the Payout Figure of Your Finance Contract at the date of Your Accidental Death. For example, if the Payout Figure on the date of Your Death is \$20,000, We will pay that amount.

This benefit is included within Disability Cover at no cost.

No Excess Period applies to this cover.

All benefits provided under the Policy:

- ⌋ Are not affected by payments You may receive under Worker's Compensation or Social Security; and
- ⌋ Will be paid directly to the Financier named in the Policy Schedule.

COVER LIMITATIONS

The cover provided under the Policy is limited to Your liability under the Finance Contract, or the listed benefit limits, whichever is the lesser.

Some exclusions may also apply to exclude the cover provided under the Policy. Please see the Exclusions section of this document for more information.

DISABILITY COVER

The Disability Cover is limited as follows:

- ⌋ We will not pay for any claim should You fail to meet the relevant eligibility criteria at the time of the event leading to Your claim;
- ⌋ We will not pay for any claim arising directly or indirectly from, or in any way connected with a Pre-existing Condition;
- ⌋ No cover is provided for any Sickness which first manifested itself within 14 days after the commencement of the Period of Insurance (see definition of Sickness for when a Sickness is regarded to have first manifested itself);
- ⌋ The maximum monthly benefit limit for this cover is the Monthly Repayment stated on the Finance Contract or \$2,500 (whichever is the lesser);
- ⌋ No benefit is payable under this cover for the first 14 days of any one continuous period that You are Disabled during the Period of Insurance;
- ⌋ No benefit is payable under this cover if You can not provide Us with evidence from a Medical Practitioner for the Sickness or Injury You have sustained and that You are following the advice of the Medical Practitioner for Your rehabilitation;
- ⌋ No benefit is payable under this cover after You reach 70 years of age;
- ⌋ Any benefit payment will not include any Residual amounts;
- ⌋ In the event You are able to return to light duties We will pay a benefit equal to the pro-rata amount based on Your light duties income as a fraction of Your pre-disability income; and
- ⌋ In the event that Your Medical Practitioner advises that You are able to return to work on light or part-time duties, We will reduce Your daily claim amount in proportion to the amount You earn compared to the amount You earned prior to the event (regardless of whether or not You decide to return to work in this reduced capacity).

INVOLUNTARY UNEMPLOYMENT COVER

The Involuntary Unemployment Cover is limited as follows:

- ⌋ We will not pay for any claim should You fail to meet the relevant eligibility criteria at the time of the event leading to Your claim;
- ⌋ We will not pay for any claim arising directly or indirectly from, or in any way connected with a Pre-existing Condition;
- ⌋ Involuntary Unemployment Cover is not available to people who are self-employed, nor does it apply if unemployment is due to a contracted position reaching its nominated term;
- ⌋ The maximum amount payable under this benefit is \$10,000, regardless of the number of claims during the period of Insurance.
- ⌋ No benefit is payable for the first 14 days of any one continuous period that You are Involuntarily Unemployed during the Period of Insurance;
- ⌋ The benefits paid will be limited to a maximum period of 150 days in respect of any one claim during any one continuous period of Involuntary Unemployment;
- ⌋ No benefit is payable under this cover after You reach 70 years of age; and
- ⌋ Any benefit payment will not include any Residual amounts.

COVER LIMITATIONS Continued

ACCIDENTAL DEATH COVER

This Death Cover is limited as follows:

-)] We will not pay for any claim arising directly or indirectly from, or in any way connected with a Pre-existing Condition;
-)] We will not pay any amount for arrears on the Finance Contract that are older than 2 months as at the date of Your Death; and
-)] Any benefit payment will not include any Residual amounts where cover for this option has not been selected by You and noted on the Policy Schedule.

EXCLUSIONS

Our liability to pay a claim under the Policy is excluded in the following circumstances:

-)] We will not pay for any claim should You fail to meet the relevant eligibility criteria at the time of the event leading to Your claim;
-)] We will not pay a benefit for more than one type of cover at any one time; or
-)] We will not pay a claim for any condition arising directly or indirectly from or in any way connected with a World Health Organisation declared Pandemic.

We will not pay a benefit under Disability, Involuntary Unemployment or Accidental Death for any event caused by or arising directly or indirectly or in any way connected with:

-)] You taking part in any criminal activities;
-)] You taking part in motor racing or horse racing;
-)] You engaging in a professional sporting activity;
-)] Use or contact with nuclear materials of any kind, weapons or waste, ionising radiation or asbestos;
-)] Aerial activity, except as a passenger in a fixed wing aircraft owned and operated by a licensed airline;
-)] Your suicide, attempted suicide or any deliberate or self-inflicted injury or illness;
-)] Any Pre-existing Condition;
-)] Pregnancy, IVF, abortion or child birth or complications thereof;
-)] Acquired Immune Deficiency Syndrome (AIDS);
-)] Human Immune Deficiency Virus (HIV);
-)] Being addicted to or under the influence of alcohol or a drug other than a drug taken under the advice of a Medical Practitioner; or
-)] War, riot, civil commotion, strike, lockout or an act of terrorism.
-)] Backache, unless a Medical Practitioner provides medical evidence showing definite symptoms of restriction of movement;
-)] A Sickness or Injury which occurred within 14 days of the commencement of the Period of Insurance;
-)] You not following the advice of a Medical Practitioner for Your rehabilitation;
-)] You becoming voluntarily unemployed or Involuntarily Unemployed due to Your actions including but not limited to deliberate misbehaviour, dishonesty, You being deemed unsuitable for the role, poor work performance or failure to meet any work related targets (e.g. sales targets);
-)] Termination of Your employment during or at completion of Your initial probation period;
-)] You accepting voluntary redundancy;
-)] You become unemployed due to the Intermittent nature of Your work or the completion of a project or specified work for which You were employed or the completion of a contract for a specified time;
-)] If You have been offered employment but elect not to take it; or
-)] You are not eligible to register with the relevant government agency (e.g. Centrelink) for any reason.

This Policy does not cover non-financial loss or consequential financial loss.

Consequential financial loss is indirect loss which accompanies insured loss including but not limited to legal costs or investigation costs.

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

Some additional limits to cover may also apply to limit the cover provided under the Policy. Please see the Cover Limitations section of this document for more information. Other documents forming the Policy may contain exclusions and limitations in addition to the above.

HOW TO MAKE A CLAIM

If You need to make a claim, please contact AGI on (02) 9877 0300 or 1800 001 611 as soon as possible. Written notice in the form of a signed claim form containing full particulars (including certificates and other evidence) of any event in respect of which a claim is to be made must be given to Us as soon as possible following the event.

All certificates and evidence required by Us will be provided by You or any claimant hereunder at his or her expense in the form and of the nature prescribed by Us.

No benefits under the Policy are payable until evidence satisfactory to Us is received and We have agreed to settlement of the claim.

Where We do not agree with the opinion or diagnosis of a Medical Practitioner engaged by You, We may require You to submit to a further medical examination by a Medical Practitioner engaged by Us at Our expense.

Payments or refunds under the Policy will be paid to the Financier who has funded the Premium. Our obligation to You will be satisfied to the extent of any such payment.

Please refer to the Cover Provided section of this document for claims examples.

CLAIM RECOVERY

We reserve the right to take action to recover costs incurred by Us where We believe the incident is the responsibility of another party. When We do this, We may take action in Your name and You will be required to co-operate with Us and provide any information We may require.

UNEQUAL PAYMENTS

If Your payments under the Finance Contract shown in the Policy Schedule are not equal monthly amounts, We will calculate the amount payable for each day of a claim (if applicable) by dividing the total amount of payments (less the amount of the Residual) by the number of days in the term of the Finance Contract.

TAXATION

Generally, lump sum payments to individuals, under Accidental Death Cover are not assessable for income tax purposes. Payments made due to Involuntary Unemployment or Disability may be taxable. Premiums are generally not tax deductible.

GST only applies to the Involuntary Unemployment benefit component of the insurance Premium. This charge is included in the Premium rate quoted. If tax laws are altered, We reserve the right to increase Premiums or charges to reflect any new or increased taxes.

This information is based on Our interpretation of the present taxation rules. You should seek advice from a suitably qualified professional in relation to Your particular circumstances.

CANCELLATION

CANCELLATION BY YOU

If You wish to cancel the Policy, You may do so at any time by providing AGI with notice in writing.

We will refund to You the portion of the Premium that You have paid to Us that is attributable to the unexpired Period of Insurance remaining under the Policy. We will calculate the amount of Your refund using the formula as set out under the National Consumer Credit Protection Act 2009 (NCCP).

The refund calculation takes into account the total Premium paid, term of the Policy and unexpired portion of the Period of Insurance.

Cancellation by You will be effective by 4pm AEST on the day AGI receives Your cancellation notice or the date specified in Your cancellation notice (whichever occurs last).

CANCELLATION BY US

We may cancel or avoid the Policy for any reason permitted under law. For example We may cancel or avoid the Policy if You:

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

Unless otherwise provided for in the Policy, if We cancel or avoid the Policy, We will give written notice to You personally, to Your agent or by post to Your last known address. Such notice will be effective from 4pm AEST on the seventh day after the day it is given to You, unless it specifies a later date. You may be entitled to a pro rata refund of the Premium for the remaining Period of Insurance, which is calculated as stated in “Cancellation by You” section.

Where the Premium has been financed, You authorise Us to pay any refund direct to the Financier unless the Financier otherwise authorises the refund to be paid direct to You.

TERMINATION

The Policy will end and benefit payments will cease on the day that any of the following occur:

- ⌋ The Policy is cancelled;
- ⌋ The Period of Insurance expires;
- ⌋ The Finance Contract shown in the Policy Schedule ends (even if money is still owing), is discharged or refinanced;
- ⌋ You no longer permanently reside in Australia;
- ⌋ You reach 70 years of age; or
- ⌋ You commit any act of bankruptcy, including petitioning for bankruptcy and/or voluntary liquidation.

No refund of Premium is available if We have paid out the maximum benefit of any cover selected prior to the expiry of the Period of Insurance as shown in the Policy Schedule.

If You have financed this product and You pay out the Finance Contract prior to the scheduled completion date, You should contact Us to cancel this Policy as You will not receive any further benefit under the terms and conditions of this Policy. Please refer to the Cancellation section for further details.

COST OF THE POLICY

A number of factors are taken into account in setting Our Premiums and these include the term of the Finance Contract, the types of covers selected and the amount borrowed. All of these factors impact on the amount of Premium charged for the Policy. If You purchase this Credit Insurance from Us, the Premium includes an amount to take into account Our obligation to pay any compulsory Government charges including Stamp Duty and GST where applicable.

Before We can give You any insurance cover, the Premium for the Policy must be paid either by You or by including the Premium in the Finance Contract under which the Financier agrees to make the payment to Us.

PRIVACY

Personal information is essentially information or an opinion about an identified individual or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether recorded in a material form or not. See the Privacy Act for full details. You can choose not to provide Us with some of the details or all of Your personal information, but this may affect Our ability to provide You with Our services or products or properly manage and administer services and products provided to You or others.

We, and Our agents, need to collect, use and disclose Your personal information in order to consider Your application for the Policy, provide the cover You have chosen, calculate or offer discounts to You, administer the Policy, assess, investigate, handle and settle any claim, communicate with You both by mail and electronically about Your Policy, make special offers of other services and products provided by us or those we have an association with, that might be of interest to you and conduct product and service research, data analysis and business strategy development.

For these purposes, We can collect Your personal information from and/or disclose it on a confidential basis to, Our related entities, Our distributors and other agents or contractors, other insurers (including reinsurers), insurance reference bureaux, law enforcement agencies, investigators, lawyers, accounting and other professional advisers, Your agents, actuaries, translators, loss assessors and adjusters, financiers, credit agencies, and other parties We may be able to claim or recover against, anyone either of us appoint to review and handle complaints or disputes, and any other parties where permitted or required by law. Your Personal information may also be disclosed to entities related to Us, reinsurers, cloud service providers, which may be located in Australia or Overseas. The countries where your information may be disclosed include but are not limited to the United States of America, China, New Zealand or other countries where we or our distributors have a presence. We prohibit the above entities from using Your personal information for purposes other than those We supplied it for. The disclosure of your personal information may only be used for administration of systems in addition to the purposes listed above. We regularly monitor and audit the security of your information in accordance with current information security standards.

We collect personal information directly from You unless You have consented to collection from someone other than You, it is unreasonable or impracticable for Us to do so or the law permits Us to. Where You provide personal information to Us about another person, You must be authorised to provide that information to Us and inform that person of this Privacy Notice including who We are, how We use and disclose their information, and how they can gain access to that information. By providing Us with personal information you and any other person You provide personal information for, consent to this use and these disclosures unless You tell Us otherwise. If you wish to withdraw your consent, including for things such as receiving information on products and offers by Us or persons We have an association with, please contact Us.

PRIVACY Continued

Our Privacy policy provides details on how You can access Your personal information and seek correction of it. If You would wish to lodge a complaint with Us about a potential breach of Your privacy You may do so as outlined in Our Privacy policy and in the Dispute Resolution section of this PDS. Please contact us if You would like a copy of Our Privacy policy. The Privacy policy is also available on Our website www.ericinsurance.com.au.

COOLING OFF PERIOD

You have the right to cancel the Policy to AGI within 21 days of the date that it was issued or sold to You (“cooling off period”) unless You make a claim or exercise any of Your rights under the Policy within the cooling off period.

If You cancel the Policy during the cooling off period, We will refund the Total Amount Payable. The Policy will be terminated from 4pm AEST on the date You notify Us of Your request.

To cancel the Policy, You must notify AGI in writing within the cooling off period. You can do this by contacting AGI by the methods detailed in the “Who is Automotive Global Insurance (AGI)” section.

After the cooling off period has ended, You still have cancellation rights. (refer to “Cancellation” section for full details).

DISPUTE RESOLUTION

We have an internal procedure for Dispute Resolution so that if at any time Our products or services have not satisfied Your expectations You can contact Us. If You have a complaint, please give Us every opportunity to try to resolve Your complaint.

Step 1 Contact Eric’s Operations Manager

If You are not satisfied with Our initial response Your complaint will be referred for review by the Operations Manager who would respond to You within 15 business days.

Step 2 Contact Eric’s Compliance Manager

If the complaint is still not resolved to Your satisfaction, You can ask Eric’s Compliance Manager to refer Your dispute to Our Internal Dispute Resolution (IDR) Committee for review. The IDR Committee members are independent and have the authority to review the decision. The IDR Committee will inform You of the final decision within 15 business days.

A dispute can be referred to the Financial Ombudsman Service (FOS) subject to its terms of reference. It provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms and its contact details are:

The Financial Ombudsman Service
Local call: 1800 367 287
Post: GPO Box 3, Melbourne, Victoria 3001
Website: www.fos.org.au

CODE OF PRACTICE

The Insurance Council of Australia (ICA) has developed a voluntary General Insurance Code of Practice (the Code) to which We are a signatory. This Code aims to raise the standards of practice and service within the general insurance industry.

The objectives of this Code are:

-)] To commit Us to high standards of service;
-)] To promote better, more informed relations between Us and You;
-)] To maintain and promote trust and confidence in the general insurance industry;
-)] To provide fair and effective mechanisms for the resolution of complaints and disputes between Us and You; and
-)] To promote continuous improvement of the general insurance industry through education and training.

To obtain a copy of the Code visit www.codeofpractice.com.au or call (02) 9253 5100.

COMPENSATION ARRANGEMENTS AND FINANCIAL CLAIMS SCHEME

We are an insurance company authorised under the Insurance Act 1973 (Cth) (Insurance Act) to carry on general insurance business in Australia by the Australian Prudential Regulation Authority (APRA) and are subject to the prudential requirements of the Insurance Act. The Insurance Act is designed to ensure that, under all reasonable circumstances, financial promises made by Us are met within a stable, efficient and competitive financial system.

Because of this We are exempt from the requirements to meet the compensation arrangements Australian Financial Services Licensees must have in place to compensate retail clients for loss or damage suffered because of breaches by the licensee or its representatives of Chapter 7 of the Corporations Act. We have compensation arrangements in place that are in accordance with the Insurance Act.

In the unlikely event that We were to become insolvent and could not meet our obligations under the Policy, a person entitled to claim under the Policy may be entitled to payment under the Financial Claims Scheme. Access to the scheme is subject to eligibility criteria. Please refer to www.apra.gov.au or call the APRA Hotline on 1300 55 88 49 for more information.

DEFINITIONS AND INTERPRETATION

Certain words used in this PDS have special meanings. This Definitions section contains such terms. In some cases, certain words may be given a special meaning in a particular section of the Policy when used or in the other documents making up the Policy.

Headings are provided for reference only and do not form part of the Policy for interpretation purposes.

Accident: A sudden, unexpected, unusual, specific event, which occurs fortuitously at an identifiable time and place and is unforeseen or unintended by You. **Accidental** and **Accidentally** shall have a corresponding meaning.

Accidental Death: Means Death caused by an Accident or Injury, but not by any Sickness.

Casual Employment: You are working for income or wages for a minimum of 20 hours per week and have been with the same employer for at least the last 12 months and You are not employed in a seasonal or temporary nature.

DEFINITIONS AND INTERPRETATION Continued

Disability, Disablement and Disabled: An Injury or Sickness that renders You incapable of continuous performance of the duties of any occupation for which You are reasonably qualified by education, training or experience as certified by a Medical Practitioner.

Endorsement: An additional term or condition applied by Us or an alteration requested by You. An Endorsement may be sent as a separate document or may be stated on the Policy Schedule or Renewal Certificate.

Excess Period: The period of time during which a benefit will not be paid.

Finance Contract: The legal agreement with the Financier which describes the terms and conditions under which the funds were provided to You.

Financier: The finance company or credit institution that provided the funds for the purchase of the Vehicle pursuant to the Finance Contract, as stated on the Policy Schedule.

Gainful Occupation: Any occupation for which You receive a financial reward.

Injury: A bodily injury caused solely by an Accident that first occurs during the Period of Insurance and does not include any Sickness. For the purposes of this definition, an Injury will first occur on the date the Accident causing the Injury occurred.

Intermittent: Occurring at irregular intervals; not continuous or steady. Including but not limited to temporary or seasonal employment.

Involuntary Unemployment and Involuntarily Unemployed: Where You became unemployed as a result of Your employer terminating Your contract of employment and where You are able to, and wish to, continue to work. Your unemployment status is required to be certified by the appropriate Government agency.

Medical Practitioner: A doctor or specialist who is registered or licensed to practice medicine under the laws of the country in which they practice, other than You, a member of Your immediate family or Your employee.

Monthly Repayment: Your monthly repayment due to the Financier under the Finance Contract.

Payout Figure: Means the amount owing after the deduction of rebatable amounts owing to the Financier under the Finance Contract as at the date of Your Accidental Death. This will not include any Residual amounts where cover for this option has not been selected by You and noted on the Policy Schedule.

Permanent Gainful Employment: You are working on a permanent or continuous basis for income or wages for a minimum of 20 hours every week and You are not in employment of a seasonal, casual, temporary or non renewable contract nature and in the case of Involuntary Unemployment cover, You are not self-employed.

Period of Insurance: The period during which cover is provided under the Policy as shown on the Policy Schedule. The Period of Insurance commences on the inception date and ends on the expiry date, as stated on the Policy Schedule, unless the Policy ends earlier in accordance with its terms.

Policy: The insurance contract between Us and You. It consists of this document, the Policy Schedule and any other change to the terms of the Policy otherwise advised by Us in writing (such as Endorsements or Supplementary PDS's We may give You from time to time).

Policy Schedule: The relevant schedule We issue including on renewal or variation of the Policy which includes Your details, the Vehicle details, the Policy number together with the details of cover, establishment fee, Premium and other Policy details.

Pre-existing Condition: Any bodily injury, disease, sickness, illness or other medical condition, including symptoms, treatment or advice or side effect of that treatment or advice, or other condition relating to Your health:

- J Of which You were aware or a reasonable person in the circumstances would have been aware or could have been expected to be aware, and which was present, continuing, being suffered from or experienced; or
- J For which You sought or received or for which a reasonable person in the circumstances would have sought or received, medical advice or treatment from a Medical Practitioner or other health professional;

In the 12 month period prior to the commencement of the Period of Insurance.

Premium: The amount You pay for the Policy including amounts payable by Us in relation to any compulsory Government charges such as Stamp Duty, GST and Fire Service levy, if applicable, but excluding any establishment fee.

Residual: The balloon/lump sum payment on the Finance Contract.

Sickness: Any illness, sickness or disease that first manifests itself during the Period of Insurance and does not include any Injury.

For the purposes of this definition a sickness will first manifest itself on the earlier of:

- J The date a Medical Practitioner, diagnoses the sickness or symptoms of the sickness, whichever is earlier;
- J The date a Medical Practitioner reasonably considers the symptoms of the sickness first occurred or manifested;
- J The date You first became aware of the sickness or symptoms of the sickness, whichever is the earlier;
- J The date a reasonable person in the circumstances would have been aware of the sickness or symptoms of the sickness, whichever is the earlier; and
- J The date You first received medical treatment for the sickness or symptoms of the sickness, whichever is the earlier.

Usual Occupation: The main occupation You are engaged in that is suitable to Your experience, training and/or education for which You receive a financial reward.

We, Us and Our: Eric Insurance Limited ABN 18 009 129 793 AFSL 238279 (Eric).

You and Your: The insured person(s) named in the Policy Schedule. It also includes the Financier only to the extent of their interest in the loan amount.

JURISDICTION AND CHOICE OF LAW

The Policy is governed by and construed in accordance with the law of Victoria Australia and the insured agrees to submit to the exclusive jurisdiction of the courts of Victoria and agrees that it is its intention that this Jurisdiction and Choice of Law clause applies.

FURTHER INFORMATION AND CONFIRMATION OF TRANSACTIONS

If You require further information about this insurance or wish to confirm a transaction, please contact Us.



eric

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