

# Product Disclosure Statement

Diamond Warranty Insurance

## 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**

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Part A:

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# Product Disclosure Statement

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## 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. If this happens, 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 Us using Our 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 Interpretations 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](http://www.ericinsurance.com.au)  
Email: [info@ericinsurance.com.au](mailto:info@ericinsurance.com.au)

## OUR CONTRACT WITH YOU

Where We agree to enter into a Policy with You, following payment 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:

- This document which sets out the standard terms and conditions of Your relevant Cover, including its limitations and exclusions;
- The Policy Schedule issued by Us. 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
- 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.

## 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.

## COMMISSION

Eric’s Distributors receive a commission for arranging this insurance and do so on Eric’s behalf and not yours. The commission payable to Eric’s Distributors is calculated as a percentage of the Premium You pay, excluding Stamp Duty and Government charges. For more information on the commission Eric’s Distributor’s receive refer to the Distributor Notice.

## 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.

## ELIGIBILITY CRITERIA

You are only eligible for Cover under the Policy if You & Your Vehicle meet the following eligibility criteria:

- You must be at least 18 years of age.
- The Covered Vehicle must be a motor Vehicle with a carrying capacity of less than 2 tonnes.

The age and Kilometre limitations at the time of purchase of this Policy are as follows:

Cover Level	Age Of Vehicle (from date of 1st Registration)	Kilometre Limitation at the time of purchase
Diamond	Up to 8 Years	150,000Kms

None of the above criteria will or can be waived by Our Distributors. If this is done You need to contact Us as You will not be Covered if You do not meet this criteria even if a Policy is issued.

## SIGNIFICANT FEATURES

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

This insurance has what We believe are the following significant features and benefits:

- Provides Cover against the sudden and unforeseen failure of a Covered Component as a result of a defect in workmanship or a defect in materials (not otherwise excluded) (ie. Mechanical Breakdown) that occurs during the Period of Cover in Australia;
- Provides protection after any Manufacturer Warranty or Dealer Warranty has expired;
- The Cover Term is not necessarily the same as the Period of Cover. You should refer to section ‘When am I Covered?’ in the Policy Wording for details of the Period of Cover;
- The Period of Cover ceases on the first to occur of the following, detailed in the section ‘When am I Covered’:
  - Upon the expiry of the Cover Term;
  - Upon reaching the kilometre limitation specified in the Policy Schedule;
  - When the Maximum Policy Benefit has been reached; or
  - If the Vehicle is sold and no valid Transfer of Ownership Form is accepted by Us.

## SIGNIFICANT FEATURES Continued

- Subject to Our approval, the Policy can be transferred to the Vehicle's new owner when a private sale takes place and all servicing requirements have been met (See Service Requirements section); and
- Includes further benefits in the event of a claim which are detailed in the section 'Included Benefits'.

Exclusions apply. For example, the Policy will not Cover (see in particular the 'Exclusions' section for a list of exclusions):

- Any failure to the extent that is otherwise Covered and be able to be claimed under a Dealer Warranty or a Manufacturer Warranty applicable to the Vehicle in Australia;
- Failure arising from Normal Wear & Tear or the gradual reduction in operating performance of the Vehicle;
- Failure caused by misuse, neglect, abuse or improper servicing;
- Damage to the Vehicle caused by corrosion, rust, fire, illegal use, malicious damage, earthquake, Flood or other occurrence of nature;

### INFORMATION ABOUT YOUR RIGHTS UNDER THE LAW

Your Vehicle may come with a Manufacturer Warranty and/or with a Dealer Warranty which, to the extent applicable to You, cannot be excluded by Australian Consumer Law ("ACL") or other applicable laws. This policy does not commence until your Manufacturer Warranty and/or with a Dealer Warranty expire.

Any benefits that You may have under the Policy are in addition to, but may overlap with (to an extent), other rights and remedies You have under any laws (including the ACL) in relation to the goods and services to which this Policy relates.

If You choose to purchase the Policy, You will be purchasing protection for your Vehicle in accordance with the terms and conditions outlined in this document. In some cases this protection will overlap (partially or wholly) with the rights and remedies available to You under any applicable laws, including the ACL. Any rights or remedies You may have under any laws will not be affected by purchasing the Policy and you are entitled to enforce those rights and remedies or rely on the protection provided by this policy at your discretion.

Although You are not required to pay for any rights or remedies You have under the Australian Consumer Law or equivalent rights and remedies, the amount You pay for the benefits under the Policy will not change to the extent that Your rights under the Australian Consumer Law or any applicable laws overlap with such benefits.

## COVER PROVIDED

### MECHANICAL BREAKDOWN COVER

If a Covered Component suffers a Mechanical Breakdown during the Period of Cover in Australia, We will at Our option:

- Repair; or
- Pay for the reasonable cost to repair;

the Covered Component up to the Maximum Policy Benefit.

If Covered Components require replacement, the repairer may replace with a similar, reconditioned, non-genuine or second-hand part.

The Cover Term is not necessarily the Period of Cover. You should refer to section 'When am I Covered?' for details of the Period of Cover. For example, the Policy only provides Cover after Your Manufacturer Warranty and Dealer Warranty has expired.

### MAXIMUM POLICY BENEFIT

Regardless of the number of claims made, the maximum amount payable for each and all claims combined under the Policy (Maximum Policy Benefit) is listed below:

Cover Level	Individual Claim Limit	Maximum Policy Benefit
Diamond	\$5,000	Current Market Value of Vehicle

### INCLUDED BENEFITS

In the event of a claim accepted by Us for Mechanical Breakdown, the following additional benefits are provided which you can easily claim from Us in the manner described in the "How to Make a Claim" section of this PDS. Reasonable and necessary costs and charges will be reimbursed upon the submission of receipts or invoices.

**Accommodation:** Up to \$100 per day and subject to an overall maximum of \$300 per accepted claim if Your Vehicle is immobilised beyond 100kms from Your home address and repairs are not completed on the day of authorisation.

**Car Rental:** Up to \$50 per day and subject to an overall maximum of \$300 per accepted claim if Your Vehicle is immobilised for more than 2 consecutive business days after the date of authorisation of repairs by Us.

**Towing:** Up to \$100 for any one claim, and subject to a Policy limit of \$300.

**Quality Guarantee:** All repairs to Covered Components authorised by Us prior to the commencement of repairs will be covered by this insurance for the remaining Period of Cover. To enable Us to give You this Guarantee, we may also decide which repairer is to repair the Vehicle.

The above mentioned amounts in this Included Benefit section are all inclusive of GST.

## ADDITIONAL BENEFIT

**Locksmith Service:** We will at any time during the Policy pay you up to \$100 for the services of a professional locksmith if Your Vehicle's ignition or door key is lost, broken or accidentally locked in Your Vehicle subject to an overall limit of \$300 per policy.

## EXCLUSIONS

The following are not Covered:

- Any failure to the extent that is otherwise Covered and able to be claimed under a Dealer Warranty or a Manufacturer Warranty applicable to the Vehicle in Australia;
- Any claim attributable to overheating;
- Damage attributable to impact or a road traffic accident;
- Any mechanical failure that can be attributed to the Vehicle being fitted with an LPG unit other than a unit supplied, fitted and endorsed by the Vehicle manufacturer;
- Interior trim components, including (but not limited to) seats and seat mechanisms, seat belts, carpets, cup holders and ashtrays, components made of glass and/or any decorative components;
- Replacement of or repairs to tyres or wheels (unless Covered elsewhere in the Policy), batteries, mechanical adjustments, exhaust system component, replacement or other servicing (including items scheduled as routine servicing by the Manufacturer) which in the judgement of the Manufacturer are made or should be made as maintenance;
- Failure arising from Normal Wear & Tear or the gradual reduction in operating performance of the Vehicle or Covered Component;
- Parts other than those Covered by Manufacturer Warranty; including parts subject to recall by the Manufacturer, component parts or design elements which are found to have been an inherent design fault, including parts subject to:
  - The Manufacturer's recalls; or
  - Any notice of faults issued by the Manufacturer;
- Parts which have not failed;
- Software upgrades / updates, unless required due to the replacement of a covered component;
- Any loss caused through any modification of any Covered Components or caused by any non-Manufacturer fitted parts;
- Consequential loss or damage of any kind (including but not limited to loss of profits), except unavoidable mechanical damage caused by the failure of a Covered Component. However, if the Vehicle is continued to be operated after the component failure other affected components will not be Covered;
- Vehicles that have not been maintained in accordance with the service requirements of this Cover (see section titled 'Service Requirements');
- Failure caused by misuse, neglect, abuse or improper servicing or any repairs required as a result of continued operation of the Vehicle once a defect or fault has occurred;
- Any problem caused by the failure to maintain proper levels of fluids, fuels, lubricants or coolants or contamination of fluids;
- Any problem caused by the use of incorrect types and grades of fuel, oil or lubricants or any contaminated fuel, oil or lubricants;
- Any claims where We have not been contacted prior to the commencement of repair or repairs, or where We have not issued an authorisation number;
- The costs incurred in improving or reconditioning the Vehicle or parts to a condition superior to that at the time of purchase;
- Damage to the Vehicle caused by corrosion, rust, fire, illegal use (including damage as a result of the theft of the vehicle), malicious damage, impact, accident, earthquake, Flood or other occurrence of nature, riot or civil commotion, war, terrorism, invasion, strikes or resulting from nuclear fission, fusion or radioactivity;
- Diagnostic, dismantling costs and costs to reassemble the Vehicle following such diagnosis or dismantling (if applicable), including where such costs are required to ascertain whether a failure is a Covered failure under the Policy, unless accepted as part of an authorised claim.; or

- Paintwork, panel and bodywork and all related Vehicle components (including but not limited to) lamps and lamp units, weather-strips and seals, components made of glass, and/or any exterior trim or decorative components.

**Please note: The gradual reduction in operating performance of a component may result in a component becoming noisy and as such, does not necessarily constitute a sudden and unforeseen failure.**

**The Policy will cease and No Cover is provided under the Policy for any Vehicle which:**

- Is being or has been used;
  - in competitions, rallies, racing, pace making, reliability trials, speed or hill climbing,
  - for carrying and/or towing loads above the gross combination weight of the trailer and your Vehicle, as specified by the Manufacturer,
  - for car rental,
  - for carrying passengers for hire or reward,
  - for delivery or courier use,
  - as a Police or emergency Vehicle,
  - for driver instruction or tuition for reward, or
  - in connection with mining and or excavation activities,
- Is unroadworthy or unregistered;
- Is being used outside of Australia; or
- Has an odometer reading that cannot be accurately determined.

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.

In relation to the Policy Exclusions, You should also read the next section, titled 'Service Requirements' carefully.

## SERVICE REQUIREMENTS

It is a condition of Cover that Your Vehicle is maintained in a roadworthy, mechanically sound condition and serviced regularly in accordance with the Manufacturer's recommendations. It is Your responsibility to ensure that servicing is completed in accordance with Manufacturer's recommendations. If You are unsure of these, please contact the Manufacturer to ascertain the recommended servicing schedule for your Vehicle.

An Authorised Dealer must carry out any service or repairs and the Service Records must be completed and stamped each time the Vehicle is serviced. Any defect or fault or any parts identified as needing repair or replacement or which are identified as a potential problem, including those identified while the Vehicle is still Covered by Dealer Warranty or Manufacturer Warranty, must be immediately rectified. Upon becoming aware of the development of any mechanical problem, You or any other person driving the Vehicle must take all necessary steps to minimise any damage that might arise.

## WARRANTY SERVICE RECORDS

The Service Records for the Vehicle will be required in the event of a claim. Please refer to the previous section regarding vehicle servicing requirements.

## WHEN AM I COVERED

The Period of Cover is the period beginning on the Commencement Date and ending on the date Cover ceases. Provided You have paid the Premium, We will insure You during the Period of Cover subject to the terms and conditions set out in this PDS.

## THE COMMENCEMENT DATE OF YOUR COVER

Your Cover will commence on the later of:

- The date that the Manufacturer Warranty expires; or
- The date that the Dealer Warranty expires.

If no Manufacturer Warranty or Dealer Warranty exists, your cover will commence on the earlier of:

- The expiry of 90 days after the Schedule is first issued to you, or
- When the Vehicle has travelled 5,000 kilometres from the date of purchase of the Warranty.

## THE END OF YOUR COVER

Your Cover will cease on the first to occur of:

- At 4pm on the date that the Cover Term has elapsed from the Cover Commencement Date;
- Upon reaching the kilometre limitation as specified in the Policy Schedule;
- When the Maximum Policy Benefit has been reached;
- If the Vehicle is sold and no valid Transfer of Ownership Form is accepted by Us;

## HOW TO MAKE A CLAIM

### Important conditions relating to claims:

- Repairs must not commence unless authorised by Us;
- 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 Mechanical Breakdown. In the event that the total cost of repairs or replacement costs for repairs exceeds the Maximum Policy Benefit, You shall be liable for such additional costs ("Excess"). You hereby acknowledge that the Excess shall be paid directly to the repairer who has undertaken the work and that the repairer may exercise their rights under the repairer's lien until the Excess is paid. When settling a claim We have the right to take Normal Wear & Tear into consideration; and
- You must ensure You take all reasonable steps to protect the Vehicle from further damage.

### What do I do in relation to a claim?

If an event that may give rise to a claim under the Policy occurs, then You must:

- Take Your Vehicle and the Policy Schedule to the Duly Authorised Dealer from whom it was purchased or, if this is not possible, any Authorised Dealer or repairer authorised by Us;
- Provide the Service Records to Us;
- The repairer will contact Us on 1300 369 169 and provide their diagnosis of the problem (see the "Exclusions" section. You may be required to pay for such diagnosis if the claim is eventually not lodged or accepted by Us), its cause and the estimated cost of parts and labour. If appropriate, We will authorise the claim, supply them with an authorisation number and approval to commence repairs; and
- When work is completed the repairer will need to send their invoice to PO Box 9106, SCORESBY VIC 3179. The invoice must show the number of hours, hourly rate, cost of individual parts, copies of sublet invoices and the authorisation number.

If You experience any problems please contact Us on 1300 369 169 and We will contact the repairer on Your behalf.

## GST ON CLAIM PAYMENTS

When We make a payment under the Policy for the acquisition of goods, services or other supply, We will reduce the amount of any payment by the amount of input tax credit (ITC) that You are entitled to (if any), whether or not that acquisition is actually made.

In the case that a compensation payment is made under the Policy in lieu of payment for the acquisition of goods, services or other supply, We will reduce the amount of that payment by the amount of ITC You would have been entitled to, had the payment been used to acquire goods, services or other supply.

## 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 cooperate with Us and provide any information We may require.

All displaced parts become Our property.

## OTHER INSURANCE

If any damage Covered under the Policy is Covered under another insurance Policy, You must give Us details of such insurance.

Where You would be Covered under the Policy for the relevant damage but another Policy under which You are the contracting insured also Covers (all or part of) the relevant damage, You can choose which Policy(ies) to claim under.

Where You would be Covered under the Policy for the relevant damage but another Policy Covers You for all or part of the relevant damage, and if You are not a contracting party under the other Policy but have a right to claim under the other Policy by operation of section 48 of the Insurance Contracts Act 1984 (Cth) or otherwise, We will not pay Your claim to the extent Your damage is Covered by the other Policy.

If You make a claim under one insurance Policy and You are paid the full amount of Your claim, You cannot make a claim under the other Policy.

If You make a claim under another insurance Policy (or if another insurance Policy does not Cover the damage) and You are not paid the full amount of Your claim, We will make up the difference where Covered by Our Policy.

We may seek contribution from Your other insurer. You must give us any information or assistance We reasonably ask for to help Us make a claim from Your other insurer.

## CANCELLATION

### CANCELLATION BY YOU

If You wish to cancel the Policy, You may do so at any time by providing Us with notice by phone, email or by mail.

We will deduct from the Premium You paid an amount that Covers;

- I. The period You have been insured for;
- II. A cancellation fee of 15% of the Premium; and
- III. The amount of any claims paid.

We will not charge a cancellation fee if You cancel the Policy during the cooling off period or if We cancel the Policy for any reason during that period.

If Your Vehicle is the subject of a finance agreement, the written approval of the Financier must be obtained prior to consideration of a request to cancel the Policy.

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

## CANCELLATION Continued

### 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 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 Cover, which is calculated as stated in "Cancellation By You" section above.

**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.**

If the Vehicle is repossessed by the Financier then a pro rata refund of the establishment fee paid by You will be repayable to the Financier.

### WHAT HAPPENS IF YOU SELL YOUR VEHICLE?

Any valid Policy can be transferred to a new owner at Our discretion.

Transfer can only occur if the Manufacturer's recommended service schedule has been complied with and copies of the Service Records must be provided.

If ownership of the Vehicle is transferred, Cover ends immediately, unless the Transfer of Ownership Form in this PDS is completed and submitted to Us, together with the transfer fee of \$99 (including GST) within 14 days after the transfer and accepted by Us.

Transfer is not available if the Vehicle is sold to or through a Motor Dealer.

### COST OF THE POLICY

The Premium payable for Your insurance Policy will be shown on the Policy Schedule. In setting Your Premium, a number of factors are taken into consideration. These factors may include the type of Vehicle being Covered and the Cover Term.

If You decide to buy the Policy from Us, the Premium includes an amount to take into account our obligation to pay any compulsory Government charges including Stamp Duty, GST and Fire Service levy where applicable as well as any establishment fee.

### PAY BY THE MONTH

You can choose to pay Your Premium by monthly instalments (Regardless of the Policy term nominated) to help spread Your payments over time.

An administration charge will apply to use this facility. If You do choose to pay Your Premium by instalments, Your Premium will be more than if You choose to pay by a single annual payment.

The following apply to monthly payments of Premium;

- If You are paying by instalments and an instalment remains unpaid for 14 days or more, We may refuse to pay a claim;
- If an instalment remains unpaid for a period of one month past its due date, We can cancel the Policy; and
- If You have a claim, We shall deduct the instalments for the remaining Period of Cover from the amount We pay You.

Where You choose to pay Your Premium by instalments, the first instalment will also include any establishment fee payable.

### TAXATION INFORMATION

Premiums are subject to Goods and Services Tax (GST) and stamp duty imposed by Commonwealth and State Governments. GST will also affect any claim You make under the Policy. Please refer to the 'How to Make a Claim' section in this PDS.

Generally, Your Premiums are not tax deductible and claims payments are not assessable income for tax purposes unless You purchase Your Policy for business purposes. This taxation information is a general statement only. You should seek professional taxation advice for information about Your personal circumstances.

### 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.

## PRIVACY Continued

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.

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](http://www.ericinsurance.com.au).

## COOLING OFF PERIOD

You have the right to cancel the Policy within 21 days of the date that it was issued or sold to You ("cooling off period").

If You cancel the Policy during the cooling off period, We will refund the Total Amount Payable unless you have made a claim. The Policy will be terminated from 4pm AEST on the date We are notified of Your request.

To cancel the Policy, You must notify Us within the cooling off period. You can do this by contacting Us by phone, email or by mail.

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 the 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 our Compliance Manager

If the complaint is still not resolved to Your satisfaction, You can ask the 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](http://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](http://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](http://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.

**Australian Consumer Law:** Means schedule 2 of the Competition and Consumer Act 2010.

**Authorised Dealer:** Means an authorised servicing dealer of vehicles of the same make as the insured Vehicle or a dealer appointed by Us. It does not include You or a member of Your Family.

**Commencement Date:** Means the date the Cover commences, as explained under the heading 'When am I Covered' in this document.

## DEFINITIONS AND INTERPRETATION Continued

**Consequential Loss:** Means any consequential loss, damage or liability or loss of profit, incurred as a result of the mechanical failure of a Covered Component.

This includes but is not limited to mechanical damage caused by the initial mechanical failure of the Covered Component (subsequent mechanical damage), except where:

- You could not have prevented the subsequent mechanical damage, or
- You could have prevented the subsequent mechanical damage and took the steps which a reasonable person in the circumstances would have taken to prevent it.

For example, if a defect becomes known or apparent to, or suspected by, You or a driver of the Vehicle (for example by illumination of warning lights, fluid leaks or unusual sounds) and You or they fail to have the part promptly repaired and/or continue driving the Vehicle and this causes the subsequent mechanical damage, You are not Covered for the subsequent mechanical damage.

**Cover:** Means the protection provided by the Policy.

**Cover Term:** Means the number of months between the Commencement Date and the Expiry Date as shown on the Policy Schedule.

**Covered Component:** Means a part of the Vehicle that was originally Covered by the Manufacturer Warranty but is not a part otherwise specifically excluded by the Policy.

**Dealer Warranty:** Means the minimum statutory warranty obligations of motor Vehicle dealers as dictated by legislation in each state and any express warranty Coverage provided by the dealer. It does not include any consumer guarantee applicable under the Australian Consumer Law or any insurance, for example, motor Vehicle insurance (Please see the 'Other Insurance' section which applies to insurance).

**Duly Authorised Dealer:** Means the selling dealer listed in the Policy Schedule. It does not include You or a member of Your Family.

**Endorsement:** Means 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.

**Family:** Means a spouse, de facto partner, parent, parent-in-law, daughter, son, daughter-in-law, son-in-law, brother, sister, brother-in-law, sister-in-law, grandchild, grandparent, stepparent, stepchildren, fiancé or fiancée or guardian.

**Financier:** Mean the Finance Company or credit institution, stated in the Policy Schedule, that provided the funds for the purchase of a Vehicle and where the Vehicle is regarded as security for the funds provided.

**Flood:** Means the Covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- (a) A lake (whether or not it has been altered or modified);
- (b) A river (whether or not it has been altered or modified);
- (c) A creek (whether or not it has been altered or modified);
- (d) Another natural watercourse (whether or not it has been altered or modified);
- (e) A reservoir;
- (f) A canal;
- (g) A dam.

Note: This Policy does not Cover loss or damage caused by or arising from Flood

**Manufacturer:** Means the Manufacturer of the Vehicle.

**Manufacturer Warranty:** Means the original warranty Coverage for the Vehicle provided by the Manufacturer as an express warranty from the date of registration of the Vehicle. It does not include any consumer guarantee applicable under the Australian Consumer Law or any insurance, for example, motor vehicle insurance (Please see the 'Other Insurance' section which applies to insurance).

**Market Value:** Means Our assessment of the market value of the Vehicle including accessories (using local market values and taking into account the make, model, age and condition of the Vehicle) immediately before the time of loss or damage for which the claim is made. Market Value will never exceed the Purchase Price plus any amount You paid for the relevant accessories.

**Maximum Policy Benefit:** Means the maximum amount, in the aggregate, that may be paid under the Policy for any one and all claims combined.

**Mechanical Breakdown:** Means the sudden and unforeseen failure of a Covered Component of the Vehicle as a result of a defect in workmanship or defective material(s). It does not include any failure otherwise excluded by the Policy, such as by Normal Wear & Tear, normal deterioration or negligence (see in particular the 'Exclusions' section).

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

**Normal Wear & Tear:** Means the gradual reduction in operating performance of a Covered Component of the Vehicle, having regard to the age of the Vehicle and the distance it has travelled.

**Period of Cover:** Means the period beginning on the Commencement Date and ending on the date the Cover ceases, as explained under the heading 'When am I Covered' in this document.

**Policy:** Means the relevant 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, Supplementary PDSs or notices We may give You from time to time).

**Policy Exclusions:** Means the circumstances which the Policy does not Cover, including those set out under the heading 'Policy Exclusions' in this document and in any other document forming part of the Policy.

**Policy Schedule:** Means the relevant schedule We issue (including on 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.

**Premium:** Means the amount paid by You for the Policy, which includes any amounts We are required to pay in relation to compulsory Government charges such as Stamp Duty, GST and Fire Service levy, where applicable, but excluding any establishment fees.

**Purchase Price:** Means the amount paid for the Vehicle, registration, dealer delivery fees and statutory insurance including any Government taxes and charges but excluding all other costs, including insurance and existing debt. For the avoidance of doubt, the Purchase Price does not include extended warranty costs, stamp duty or transfer fees.

**Service Records:** Means copies of service history which show that You have complied with the 'Service Requirements' under the Policy.

**Supplementary PDS:** Means a document of that name which We may issue to You that updates or adds to the information in the PDS.

**Total Amount Payable:** Means Your Premium and any establishment fee shown in Your Policy Schedule.

## DEFINITIONS AND INTERPRETATION Continued

**Transfer of Ownership Form:** Means the form of that name included in this document.

**Vehicle:** Means the Vehicle described in the Policy Schedule including any accessories or Modifications that are described in the Policy Schedule as the insured Vehicle provided it is one of the Vehicles of the type specified under "Eligibility Criteria" section of this document.

**We, Us and Our:** Means the issuer and insurer of the Policy, Eric Insurance Limited (Eric) ABN 18 009 129 793 AFSL 238 279

**You, Your:** Means the insured person named in the Policy Schedule, who must also be the registered owner of the Vehicle, or who has been named in the Policy and 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 but only to the extent of their interest in the Vehicle.

## 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.

**TRANSFER OF OWNERSHIP FORM**

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Should You sell Your Vehicle privately within the Period of Cover, this Policy is transferable, subject to Our approval. Transfer is not available if the Vehicle is sold to or through a motor dealer or trader.

Please complete this Transfer of Ownership Form and return it within 14 days of sale along with copies of Service Records to:

**The Administrator**  
**PO Box 9106**  
**SCORESBY VIC 3806**

Payment of the \$99 transfer fee can be made either via cheque or direct credit to the following details:

**ACC Name: Eric Insurance Limited      BSB : 013-006      ACC No: 835 466 087 - please supply the policy number as the transaction reference**

I certify that I have sold my Vehicle and request that this Cover is transferred and confirm that the Diamond Warranty Insurance Product Disclosure Statement and the Policy Schedule have been passed to the new owner.

Warranty Number: \_\_\_\_\_

**Current Owners Details**

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First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Postcode: \_\_\_\_\_ Phone: \_\_\_\_\_

Vin No: \_\_\_\_\_ Reg No: \_\_\_\_\_

Model: \_\_\_\_\_ Kms at sale date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**New Owner Details**

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First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Postcode: \_\_\_\_\_ Phone: \_\_\_\_\_

Date of Transfer: \_\_\_\_\_ Use:     Private     Business/Private     Commercial

Occupation: \_\_\_\_\_

I have been provided with the Diamond Warranty Insurance Combined Product Disclosure Statement and the Policy Schedule, and accept the terms and conditions of the Diamond Warranty Insurance Policy.

New Owners Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**Call us - 1300 369 169**

P.O. Box 9106  
Scoresby VIC 3806  
ABN 18 009 129 793 AFSL 238 279

## Appointment

We are Fleet Partners Pty Ltd (ABN 63 006 706 832). We have been appointed under ASIC Corporations (Basic Deposit and General Insurance Product Distribution) Instrument 2015/682 (Distributor) as an Insurance Distributor of Eric Insurance Limited (ABN 180 009 129 793 AFSL 238279)(Eric). The Third Party Introducer (TPI) is Car Insurance Pty Ltd (ACN 605 879 939)

Fleet Partners acts for Eric Insurance limited in dealing in this financial product. We are not permitted to provide you with any financial product advice or recommendation and will only provide you with factual information in regards to the product.

## Remuneration

Eric receives the premium you agree to pay for the product which may include amounts in relation to stamp duty, GST, fire services levy and/or other government charges, taxes, fees or levies (where relevant).

Eric retains an agreed amount of the premium dependent on factors such as the type of product and coverage and the TPI's services and retains the amount of premium received in relation to relevant taxes, charges and levies. The TPI receives the difference between that amount and the premium paid.

Distributors as well as other parties that contract with the TPI to undertake some or all of the TPI's duties (where relevant) may receive a share of the amount that the TPI receives from TPI, in the form of an agreed commission and/or fee between the TPI and the Distributor and/or other party (as relevant).

Employees of the TPI and/or the Distributor(s) (including directors and subcontractors) may be paid a salary for their services and may also receive bonuses based on the volume of sales of all financial products over a period and may participate in profit sharing arrangements, business related conferences, study trips or other functions. The TPI and/or Distributor(s) may share or pass on a proportion of any additional remuneration or other benefits they receive to their authorised staff.

Where a third party has referred you to the TPI, Distributor or another party they contract with, that party may share with them a part of the amount it earns.

All of the above remuneration is taken from the premium paid by you. This remuneration may also be received on premium paid when you renew or vary your insurance.

## Emergency Services Levy explained for our customers in New South Wales

From 1 July 2017 you will no longer pay for the Emergency Services Levy as part of your insurance premium. This fee will be replaced by the Emergency Services Property Levy. Eric Insurance will continue to collect the ESL until this date to ensure we meet our obligations to the New South Wales government.

After 1 July 2017 Eric's policies will no longer include the Emergency Services Levy. Please see [www.ericinsurance.com.au/](http://www.ericinsurance.com.au/)

## Dispute Resolution

Eric will work with you to resolve any complaints you may have in relation to the financial services provided by us. If you wish to lodge a complaint you may contact Eric:

By Phone: 1800 99 99 77  
 By Mail: PO Box 9106 Scoresby VIC 3179  
 By Email: [complaints@ericinsurance.com.au](mailto:complaints@ericinsurance.com.au)

If you need further information regarding Eric's complaints process please contact Eric or refer to the complaints process available on its website [www.ericinsurance.com.au](http://www.ericinsurance.com.au).

Further details about Eric's complaints process are available in the Product Disclosure Statement.