



# **Product Disclosure Statement**

Classic GAP 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**

Preparation date 1st Oct 2016. V011016 FPA

This policy was developed for [Carinsurance.com.au](http://Carinsurance.com.au) Pty Ltd (AR 1009043) and is distributed by it or its related entities. For details of the entity distributing your policy please see the 'Distributor Notice'.

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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. 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.

## 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

You are only eligible for cover under the Policy if You meet the following eligibility criteria:

- )] You must be at least 18 years of age at the commencement of the Period of Insurance.
- )] Your Vehicle must be covered by Comprehensive Vehicle Insurance at the time of a claim;
- )] The Finance Contract must be for one of the following:
  - )] a motor Vehicle with a carrying capacity less than 2 tonnes;
  - )] a boat;
  - )] a caravan;
  - )] trailed pleasure craft;
  - )] campervans; or
  - )] any other Vehicle approved by Us.

The Policy specifically excludes any Vehicle that is let on hire or is being used for carrying passengers for hire or reward. This includes taxis and rental cars. It also specifically excludes courier or delivery Vehicles, including fast food delivery.

Cover under this Policy only relates to the individual named in the Policy Schedule and is not available to multiple persons.

## SUMMARY OF COVERS

The table below summarises the key benefits of each level of cover.

The following types of cover only apply if the Policy Schedule shows that it applies and You have paid or agreed to pay the Premium for it. You will need to select the appropriate type of cover based on Your needs.

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 and the Policy Schedule which specifies the options taken for a full explanation of the cover.

Cover Level	Maximum Shortfall Benefit	Maximum Additional Benefits (with shortfall)	Maximum No Shortfall Benefit
Cover 1	\$15,000	\$4,000	\$2,000
Cover 2	\$10,000	\$2,500	\$2,000
Cover 3	\$7,500	\$1,000	\$1,000
Cover 4	\$5,000	\$500	\$500

**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.

**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.

**HOW DOES GUARANTEED ASSET PROTECTION INSURANCE (GAP) BENEFIT YOU? (COVER PROVIDED)**

Where We agree to enter into a Policy with You, We will, during the Period of Insurance, insure You under the Policy for the type of cover selected and stated on the Policy Schedule, subject to the terms, conditions, benefit limits and exclusions of the Policy.

If Your Vehicle is declared a Total Loss by Your Comprehensive Vehicle Insurer then, following the Total Loss Payout being made to Your Financier by Your Comprehensive Vehicle Insurer, We will in the event that there is a Shortfall or debt remaining under Your Finance Contract, pay the Financier the amount of the Shortfall up to the maximum Shortfall benefit payable.

An example:

- )] If Your Vehicle was declared a Total Loss and the Finance Contract payout figure was \$27,500, the Comprehensive Vehicle Insurer settlement figure may be less, for example, \$22,500. In this example, We will pay Your Financier up to \$5,000 (if You had selected Cover 4).
- )] In addition to the Shortfall, You may wish to select a Cover Option that covers certain other out-of-pocket expenses (Additional Benefits) if Your Vehicle is declared a Total Loss. Depending on Your needs, You may choose one of four (4) levels of Cover.

**MAXIMUM SHORTFALL BENEFIT**

The maximum Shortfall amount We will pay in the event of a claim will depend on the type of cover You have selected:

Cover Level	Maximum Shortfall Benefit
If You select Cover 1:	We will pay up to \$15,000
If You select Cover 2	We will pay up to \$10,000
If You select Cover 3	We will pay up to \$7,500
If You select Cover 4	We will pay up to \$5,000

**ADDITIONAL BENEFITS**

In the event of an accepted claim for a Shortfall, You may apply for Additional Benefits. Additional Benefits are not all of Your Private Expenses. The maximum amount We will pay in relation to Additional Benefits will depend on the type of cover You have selected.

Additional Benefits payments are paid to You, but are not payments which in any way relates to any property mortgaged to the Financier.

Levels of Cover include the following:

Cover Level	Maximum Additional Benefits (with shortfall)
If You select Cover 1:	We will pay up to \$4,000
If You select Cover 2	We will pay up to \$2,500
If You select Cover 3	We will pay up to \$1,000
If You select Cover 4	We will pay up to \$500

**NO SHORTFALL BENEFITS**

In the event that there is no Shortfall payable, You will only be entitled to the No Shortfall Benefit. The maximum No Shortfall benefit We will pay depends on the type of cover You have selected.

Cover Level	Maximum No Shortfall Benefit
If You select Cover 1:	We will pay up to \$2,000
If You select Cover 2	We will pay up to \$2,000
If You select Cover 3	We will pay up to \$1,000
If You select Cover 4	We will pay up to \$500

Any claim for an Additional Benefit or No Shortfall Benefit must be reported to Eric within 6 months from the date of the incident giving rise to a claim under the Policy.

## EXCLUSIONS

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

We will not pay any claim under the Policy if:

- )] For any reason whatsoever Your Comprehensive Vehicle Insurer does not pay out the full market or agreed value of Your Vehicle in the event of a Total Loss (less permitted deductions);
- )] You are not the registered owner of the Vehicle at the time the Total Loss occurs;
- )] There is a variation to, or increased limit of liability to Your Finance Contract which has not been notified to Us and confirmed by Us as being covered by this Insurance.

If You accept a reduced claim settlement amount from Your Comprehensive Vehicle Insurer, We may reduce Your Shortfall benefit amount by the same proportion.

In the event of a Total Loss, if there is no Shortfall, a claim for Additional Benefits will be limited to the No Shortfall Benefits cover for the type of cover You have selected (see No Shortfall Benefits).

If a replacement Vehicle is offered by Your Comprehensive Vehicle Insurer but not accepted by You, it will be deemed that there is no Shortfall. Therefore, no Shortfall is payable to the Financier and no claim for Additional Benefits will be accepted. However, the No Shortfall Benefit may still be payable.

The following amounts will not be included in any claim for a Shortfall benefit:

- )] Any penalty for early discharge of the Finance Contract or additional/Unearned Interest payments.
- )] Any excess or additional payment due and applicable to Your Comprehensive Vehicle Insurance Policy.
- )] The amount of any increased liability where there has been a variation to the Finance Contract since the commencement of the Period of Insurance.
- )] Any arrears, deferred payments and/or late charges owed to the Financier at the time the Vehicle became a Total Loss.
- )] Any amounts of any refunds of cancellable insurance or other products financed under the Finance Contract;
- )] Any liability for You to pay the Goods and Services Tax, within the meaning of the Goods and Services Tax Act 1999.
- )] Any Additional Benefit or No Shortfall Benefit claim made after 6 months from the date of the incident giving rise to a claim under the Policy.

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.

## HOW TO MAKE A CLAIM

If You need to make a claim, please contact Us on 1300 369 169 as soon as possible. Written notice in the form of a signed claim form containing full particulars of any event in respect of which a claim is to be made must be given to Us.

All documentation and information required by Us shall be furnished by You at no cost to Us and, if requested, You must:

- )] Authorise the Comprehensive Vehicle Insurer to release to Us all documents relevant to any Total Loss Payout under Your Comprehensive Vehicle Insurance Policy;
- )] Provide Us with a copy of the contract of sale for the Vehicle and the Finance Contract that was taken out when the Vehicle was purchased;
- )] Provide Us with the documentation from the Financier that verifies the amount You owe the Financier under the Finance Contract as at the date of the Total Loss.

**NO benefit is payable under the Policy until such time as the Comprehensive Vehicle Insurer declares the Vehicle a Total Loss AND makes full settlement under the Comprehensive Vehicle Insurance Policy.**

## 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.

If You cancel the Policy during the Period of Insurance We will charge a cancellation fee of 15% of the Premium. This fee will be deducted from any refund that may be owing. 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.

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 the refund using the Rule of 78 formulae.

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 We receive 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 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.**

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.

## TERMINATION

The Policy will terminate on any of the following events:

- )] The Period of Insurance expires;
- )] The Policy is cancelled;
- )] The Finance Contract or lease is paid out;
- )] You are no longer the owner of the Vehicle;
- )] A claim is made under the Policy, in which case no Premium refund will be payable; or
- )] Upon the expiry date shown on 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 benefits selected, the type of Vehicle and the amount borrowed. All of these factors impact on the amount of Premium charged for the Policy. If You purchase this 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.

## PAY BY THE MONTH

You can pay Your Premium by monthly instalments to help spread Your payment 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.

If You are paying by instalments and an instalment is 14 days or more overdue, We may refuse a claim. We may also cancel the Policy if the instalment is 1 month or more overdue.

If You have a claim, We shall deduct the instalments for the remaining period of insurance 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.

## 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.

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.

**Comprehensive Vehicle Insurance:** Means the insurance policy that provides cover for physical loss of or damage to the Vehicle and being in force at the date of the incident in relation to which a claim is made under the Policy. In the case of an Off Road Motorcycle it also includes a Third Party Fire and Theft policy.

**Comprehensive Vehicle Insurer:** Means the insurance company which has provided the Comprehensive Vehicle Insurance policy to You for the Vehicle or in the case of an Off Road Motorcycle the insurance company providing the Third Party Fire and Theft policy.

**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.

**Finance Contract:** Means the legal agreement with the Financier which describes the terms and conditions under which the funds were provided to You for the purchase of the Vehicle, as stated on the Policy Schedule. The purpose of the agreement must be for the purchase of a Vehicle for the funds provided under the agreement.

**Financier:** Means the finance company or credit institution named in the Policy Schedule that You have entered into the Finance Contract with.

**Period of Insurance:** Means 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:** 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 or Supplementary PDS's We may give You from time to time).

**Policy Schedule:** Means 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.

**Premium:** Means 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.

**Private Expenses:** Means expenses directly incurred as a result of the Total Loss of the Vehicle that would not have been incurred if it were not for the Total Loss. These expenses include, but are not limited to:

- )] additional travelling expenses;
- )] overnight accommodation;
- )] meals; and
- )] phone calls.

This does not include the cost of hiring a replacement Vehicle.

## DEFINITIONS AND INTERPRETATION Continued

**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 of insurance and existing debt.

**Rule of 78:** Means a method of allocating funds across a payment period. Under the Rule of 78, periods are weighted by comparing their numerical values to the sum of all the digits of the periods. The weights are applied in reverse, applying large weights to early periods.

Formula for calculating the unearned interest:

$$\frac{F * M*(M+1)}{N*(N+1)} = U$$

Where: U = Unearned Interest; F = total agreed finance charges; M = number of months paying off early; N = total term of loan in months.

Formula for calculating Premium refunds:

$$\frac{P * M*(M+1)}{N*(N+1)} = R$$

Where: R = Refund; P = total Premium charges; M = number of months left on Policy at cancellation; N = total term of Policy in months.

**Shortfall:** Means the amount owing on the Finance Contract as at the date of the Total Loss of the Vehicle, less the amount of the Total Loss Payout and less any other amounts excluded by this Policy.

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

**Total Loss:** Means when the Vehicle is stolen and not recovered and/or considered damaged beyond economical repair in the opinion of the Comprehensive Vehicle Insurer and this requires them to pay the market or agreed value of Your Vehicle (less permitted deductions).

**Total Loss Payout:** Means the amount Your Comprehensive Vehicle Insurer agrees to pay under Your Comprehensive Vehicle Insurance policy following the Total Loss of the Vehicle, before taking into account any deductions for any excess(es) and overdue Premiums including the balance of monthly payments due.

**Unearned interest:** Means any interest component of Your Finance Contract that has not been rebated based on the Rule of 78 and such rebate has not been credited to You in Full.

**Vehicle:** Means the Vehicle described in the Policy Schedule, including its factory or motor Vehicle dealer fitted equipment or accessories, provided it is one of the Vehicles of the type specified under "Eligibility".

**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 and Your:** Means the insured person named in the Policy Schedule.

## 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.



**Call us - 1300 369 169**

P.O. Box 9106  
Scoresby VIC 3179  
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.