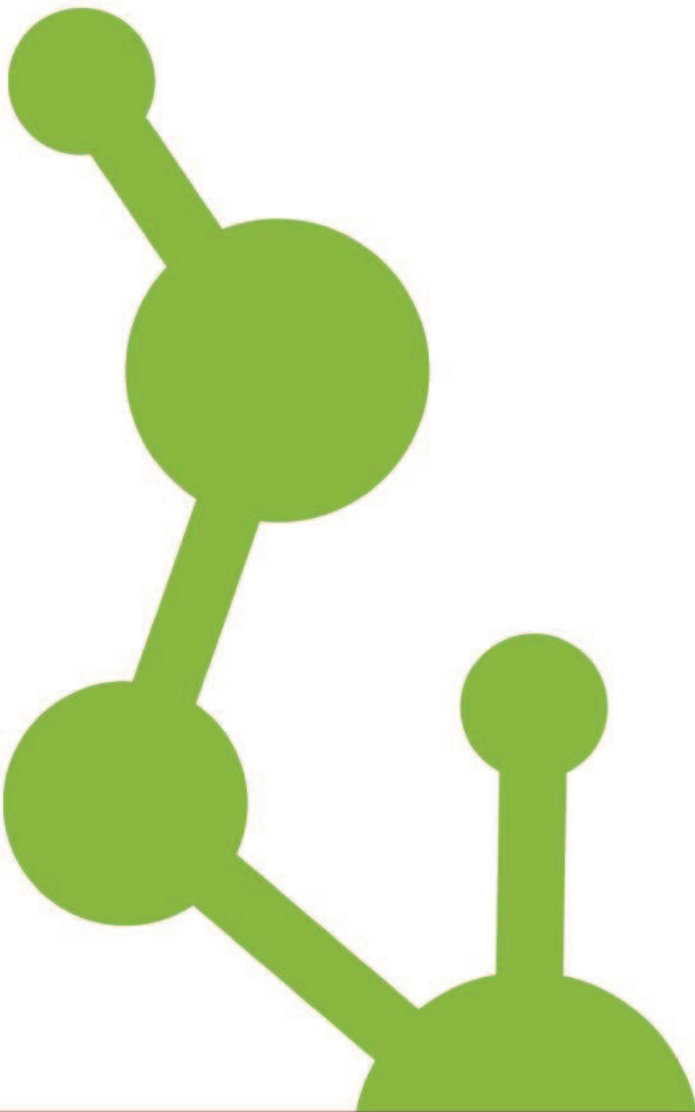




COMBINED PRODUCT DISCLOSURE STATEMENT AND  
FINANCIAL SERVICES GUIDE



# Car Insurance



## Introduction

It is important that before You purchase this insurance You take the time to read and understand this Combined Product Disclosure Statement (PDS) and Financial Services Guide (FSG) 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

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### Part B: Financial Services Guide



## Part A:

# Product Disclosure Statement

### WHAT IS A PRODUCT DISCLOSURE STATEMENT (PDS)?

This PDS is designed to assist You in understanding this insurance 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 Your Policy. If they do, We will tell You.

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)

We communicate with You in various forms including but not limited to letters, emails and SMS.



## OUR CONTRACT WITH YOU

A contract of insurance is formed between Us and You where We agree to enter into a Policy with You and You make payment or agree to pay the Premium within 30 days.

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 PDS 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.

## COMMISSION

Our authorised representatives receive a commission for arranging this Insurance and do so on Our behalf and not Yours. The commission payable to Our authorised representatives is calculated as a percentage of the Premium You pay, excluding Stamp Duty and government charges. For more information on the commission Our authorised representatives receive refer to the FSG (Part B of this document).



## CHOOSING THE TYPE OF COVER

You need to carefully choose a cover option that suits Your needs. There are three types of cover available under the Policy. The type of cover chosen is specified in the Policy Schedule.

### COMPREHENSIVE COVER (COMP)

If You select this option, this document applies in its entirety.

### FIRE, THEFT & THIRD PARTY PROPERTY DAMAGE (FT&TPPD)

If You select this option, the cover provided for in *Loss or Damage to Your Vehicle* is limited to loss or damage to Your Vehicle by fire and theft only. No other loss of or damage to Your Vehicle will be covered.

In the event of a Total Loss due to fire or theft, We will pay You the Amount Covered as specified in the Policy Schedule (up to a maximum benefit of \$5,000)

### THIRD PARTY PROPERTY DAMAGE (TPPD)

If You select this option, the cover provided for in *Loss or Damage to Your Vehicle* does not apply.

The features and benefits of each of these types of cover are explained in the Summary of Cover table.

## SUMMARY OF COVER

All of the features and benefits of the Policy listed in the following table are subject to the terms, conditions and exclusions as outlined in this PDS. Please refer to the relevant sections of the PDS for more information.

Coverage under this policy is not available to all Vehicles. You should carefully read the section titled "Exclusions" for further information.

Key Features & Benefits	Summary of the Features & Benefits	Comp	FT & TPPD	TPPD
<b>Accidental or Malicious Damage</b>	We will pay up to the Amount Covered to repair, reinstate or replace Your Vehicle if Your Vehicle is damaged in an Accident or as a result of malicious damage occurring during the Period of Insurance.	✓	x	x
<b>Emergency Travel or Accommodation</b>	We will pay up to \$500 for emergency travel or accommodation following damage to Your Vehicle during the Period of Insurance that occurs more than 100km from Your stated residential address.	✓	x	x
<b>Essential Repairs</b>	We will pay up to \$300 for essential repairs to Your Vehicle following damage during the Period of Insurance to enable You to reach Your destination or place of safety.	✓	x	x
<b>Faultless Basic Excess</b>	You may not have to pay the Basic Excess on a claim if You were not at fault and You can supply the details of the person and Vehicle at fault. You will still be required to pay any imposed Excess that may apply to Your Policy.  Until such time as the third party admits fault or We agree You were not at fault, You will be required to pay the Basic Excess.	✓	x	x
<b>Fire / Theft</b>	We will pay up to the Amount Covered to repair, reinstate or replace Your Vehicle if Your Vehicle is damaged by fire or stolen during the Period of Insurance.	✓	Up to \$5000	x
<b>Funeral Expenses</b>	We will pay up to \$2,000 to Your estate for funeral expenses if You die within 12 months from an injury caused in an accident while driving the Vehicle.	✓	x	x



Key Features & Benefits	Summary of the Features & Benefits	Comp	FT & TPPD	TPPD
<b>Hire Car following Theft</b>	If Your Vehicle is stolen during the Period of Insurance We will reimburse the cost of hiring a similar Vehicle up to \$500. <b>See Additional Benefits Section for details about how rates are calculated.</b>	✓	✓	✗
<b>Keys &amp; Locks</b>	If Your keys are lost or stolen We will pay for the Replacement of Your keys and recoding of locks up to a maximum value of \$750.00. <b>See Additional Benefits Section for full details and limitations.</b>	✓	✗	✗
<b>Legal Liability</b>	We will pay up to \$20 million of Your Legal Liability for Accidental damage to someone else's property as a result of the Use of Your Vehicle whereby the driver of Your Vehicle is at fault.	✓	✓	✓
<b>No Claim Bonus Protection (optional)</b>	If You are entitled to a maximum No Claim Bonus You can elect to protect this by the payment of an additional Premium.	✓	✗	✗
<b>Personal Property</b>	Cover up to \$500 for loss or Accidental damage to Personal Property contained in Your Vehicle. <b>See Exclusions section for more details.</b>	✓	✗	✗
<b>Replacement Vehicle</b>	If the Vehicle becomes a Total Loss within 24 months of original registration during the Period of Insurance as a result of an event covered under the Policy then We may replace it with a new Vehicle or, at Our option, pay the Amount Covered shown in the Policy Schedule.	Up to 70,000km	✗	✗

Key Features & Benefits	Summary of the Features & Benefits	Comp	FT & TPPD	TPPD
<b>Storm / Hail / Flood</b>	We will pay up to the Amount Covered to repair, reinstate or replace Your Vehicle if Your Vehicle is damaged by storm, hail, flood during the Period of Insurance.	✓	✗	✗
<b>Towing</b>	We will pay the reasonable cost of towing (to remove) Your Vehicle to the nearest place of safety during the Period of Insurance.	✓	✓	✗
<b>Trailer</b>	We will pay up to \$1,000 for loss or damage to Your trailer or caravan during the Period of Insurance and whilst attached to Your Vehicle.	✓	✗	✗
<b>Transfer Vehicle Cover</b>	If You sell the Vehicle and replace it with another Vehicle of similar type during the Period of Insurance, We will extend cover to You as provided by the Policy, limited to the Purchase Price of the new Vehicle and provided You advise Us of the new Vehicle details within 14 days and pay to Us any additional Premium which We may require.	✓	✗	✗
<b>Transit Cover</b>	We will pay for loss of or damage to Your Vehicle while it is being transported during the Period of Insurance by road, rail, ship or air between any places in Australia, or being loaded or unloaded during the Period of Insurance. We will also pay Your contribution for general average and shipping charges where maritime conditions apply.	✓	✗	✗
<b>Windscreen Cover (optional)</b>	By selecting this option, If Your front or rear windscreen is damaged and requires repair or replacement, We will pay for one (1) front or rear windscreen claim, free of Excess, occurring in any one (1) Period of Insurance, limited to \$600 in total.	✓	✗	✗



## Loss or Damage to Your Vehicle

### COVER PROVIDED

Subject to the terms, conditions and exclusions detailed in the Policy, if, during the Period of Insurance Your Vehicle is:

#### DAMAGED due to:

- An Accident involving Your Vehicle (Comprehensive cover only);
- A fire (Comprehensive and Fire, Theft & Third Party Property Damage cover only);
- A storm (Comprehensive cover only);
- A flood (Comprehensive cover only);
- Hail (Comprehensive Cover only); or
- A malicious act (Comprehensive cover only)

#### OR STOLEN (Comprehensive and Fire, Theft & Third Party Property Damage cover only)

We will, at Our option:

- Repair, reinstate or replace Your Vehicle;
- Pay You the cost of repairing Your Vehicle; or
- Indemnify You up to the Amount Covered as shown on the Policy Schedule. This amount cannot exceed the Purchase Price of the Vehicle, and includes Modifications and Non-Standard Accessories.

In the event that Your Vehicle is a Total Loss and settlement has been made by Us on this basis either by replacing Your Vehicle (provided You qualify for this option) or by paying You the Amount Covered, cover under the Policy will terminate and:

- The Premium will not be refunded;
- In the event that You have elected to pay the Premium by the month, all unpaid instalments will be deducted from the Total Loss claim settlement.

### ADDITIONAL BENEFITS

In the event of an authorised claim for the above cover, the following additional benefits may be provided:

#### EMERGENCY TRAVEL/ ACCOMMODATION (Comprehensive cover only)

We will pay up to \$500 for emergency travel and/or overnight accommodation in the event of the Vehicle not being restored to a roadworthy and safe condition by Essential Repairs following an Accident or theft that occurs during the Period of Insurance and over 100km from Your stated residential address.

#### ESSENTIAL REPAIRS (Comprehensive cover only)

If Your Vehicle is damaged as a result of an Accident or by theft occurring during the Period of Insurance, We will pay up to a maximum of \$300 for the cost of essential repairs to restore it to a roadworthy and safe condition in order that it may be driven on to the intended destination or to Your place of residence or employment.

#### FUNERAL EXPENSES (Comprehensive cover only)

We will pay for funeral expenses incurred following the Death of the driver of Your Vehicle as a direct result of injuries caused in an Accident while driving the Vehicle. The Accident resulting in the injury needs to have occurred during the Period of Insurance. The maximum benefit is \$2,000 for any one event less any amount payable by any Accident compensation authority. Invoices/Receipts must be provided. We will not pay a claim under this benefit if the Death of the driver was a result of intentional self harm or suicide.

#### HIRE CAR FOLLOWING THEFT (Comprehensive cover and Fire, Theft & Third Party Property Damage cover only)

If Your Vehicle is stolen during the Period of Insurance We will reimburse You the cost of hiring a similar type of Vehicle (excluding running costs, insurance or other costs that You may be liable for under the hire car or rental agreement) until Your Vehicle has been found and repaired or We have replaced or indemnified You to the extent of the Policy coverage. Reimbursement will be calculated as the lowest publicly available commercial rates. This benefit is limited to \$500.

#### KEYS AND LOCKS (Comprehensive cover only)

If Your Vehicles keys are lost or stolen We will pay for the Replacement of Your keys and recoding of locks up to a maximum value of \$750. Your basic Excess will apply. In the event that the theft has not been reported to the Police, or the keys have been stolen by a family member, invitee or person who resides with You, this benefit will not apply.

#### NO CLAIM BONUS PROTECTION (OPTIONAL available for Comprehensive Cover only)

If You are entitled to the maximum No Claim Bonus of 60%, and if You have selected this cover and it is stated on the Policy Schedule, You will maintain Your maximum No Claim Bonus in the event You have one at fault claim during any one Period of Insurance.

#### PERSONAL PROPERTY (Comprehensive cover only)

We will pay up to \$500 for loss from the Vehicle or Accidental damage, to personal property (excluding cash, cheque, credit cards or negotiable securities, all tools of trade, business equipment and mobile electronic devices such as mobile phones, tablets and hand held GPS) whilst contained in the Vehicle belonging to You or Your direct family, supported by proof of ownership.

#### REPLACEMENT OF A NEW VEHICLE (Comprehensive cover only)

If during the Period of Insurance and within 24 months of the date of first registration, Your Vehicle becomes a Total Loss, We may, at Our option choose to:

Replace with a new Vehicle of the same make, model and series, subject to availability;

#### OR

Pay the Amount Covered shown on the Policy Schedule.

The following conditions apply to this benefit:

- The Replacement Vehicle must be locally available within 3 months of Your Vehicle being declared a Total Loss;
- Modifications and Non-Standard Accessories will be limited to the amount nominated by You and listed on you Policy Schedule under the Modifications & Non-Standard Accessories Value;
- If Your Vehicle is under finance You must supply Your Financier's written consent to have the Vehicle replaced under the current contract;
- If the Replacement Vehicle is not available, We will, at Our option, pay the Amount Covered as stated in the Policy Schedule or Renewal Certificate;
- The Vehicle must have been comprehensively insured with Us by You from the date of first registration.
- The Vehicle should have covered no more than 70,000km following its original registration.

If We replace Your Vehicle We will pay the Stamp Duty on the Replacement Vehicle.





## ADDITIONAL BENEFITS Continued

### TRAILER COVER (Comprehensive cover only)

We will pay up to \$1,000 if Your trailer or caravan is Accidentally damaged and/or stolen during the Period of Insurance and while it is attached to Your Vehicle. The contents and fixtures of Your trailer are not covered under the Policy.

### TRANSFER VEHICLE COVER (Comprehensive cover only)

If You sell the Vehicle and replace it with another Vehicle of similar type during the Period of Insurance, We will extend cover to You as provided by the Policy, limited to the Purchase Price of the new Vehicle and provided You advise Us of the new Vehicle details within 14 days and pay to Us any additional Premium which We may require.

### TRANSIT COVER (Comprehensive cover only)

We will pay for loss of or damage to Your Vehicle while it is being transported during the Period of Insurance by road, rail, ship or air between any places in Australia, or being loaded or unloaded during the Period of Insurance. We will also pay Your contribution for general average and shipping charges where maritime conditions apply.

### TOWING COSTS (Comprehensive cover and Fire, Theft & Third Party Property Damage cover only)

If Your Vehicle is damaged during the Period of Insurance as a result of an Accident or by theft, We will pay the reasonable cost of its removal (excluding storage costs) to the nearest repairer or place of safety or the reasonable cost associated with the return of the Vehicle to You after it has been recovered following a theft.

### WINDSCREEN COVER (OPTIONAL available for Comprehensive cover on a 12 month term only)

If You select this cover it will be shown on the Policy Schedule. If Your front or rear windscreen is damaged and requires repair or replacement, We will pay for one front or rear windscreen claim, free of Excess, occurring in any one Period of Insurance, limited to \$600 in total.

This option is only available for policies taken on a term of 12 months.

## Third Party Legal Liability

### COVER PROVIDED

Subject to the terms, conditions and exclusions detailed in the Policy, We will cover Your Legal Liability for Accidental damage to someone else's property as a result of the Use of Your Vehicle during the Period of Insurance, up to a maximum of \$20million in total for all claims arising out of any one event.

### ADDITIONAL BENEFITS

In the event of an authorised claim for the aforementioned cover, the following additional benefits may be provided:

#### LAW COSTS

We will pay the costs of defending any legal proceedings commenced against You as a result of events covered under this section of the Policy, provided the costs have been incurred with Our written consent.

#### TRAILER COVER

We will cover You under this section of the Policy for Accidental damage to someone else's property through or in connection with a trailer or caravan while attached to Your Vehicle or in conjunction with goods falling from Your trailer or caravan.

## EXCLUSIONS

*These exclusions apply to all options of cover provided and detailed in the Policy.*

### BEING USED FOR HIRE

We will not pay any benefit under the Policy if Your Vehicle is under a hire or rental agreement or is being used for carrying passengers for hire or reward. This includes taxis, UBER, rental cars and Vehicles used for paid driving lessons. This exclusion does not apply to private pooling arrangements.

### COURIER VEHICLES / SECURITY PATROLS

We will not pay any benefit under the Policy if the Vehicle is used as a courier, delivery Vehicle or security patrol vehicle. This includes but is not limited to fast food delivery, transportation of medical goods and any other delivery activities.

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

We will not pay any benefit under the Policy whatsoever if You or any other driver of Your Vehicle incurs loss, damage or Legal Liability in the course of:

- A. Driving under the influence of alcohol or drugs of any kind; or
- B. In connection with the relevant Accident, subsequently convicted of or issued with an infringement notice for:
  - (i) Driving under the influence of alcohol and/or drugs;  
**OR**
  - (ii) Driving whilst the percentage of alcohol in Your blood exceeds that permitted by the law of any State or Territory;  
**OR**
  - (iii) Refusing to provide or allow the taking of a sample of breath, blood or urine for preliminary testing or for analysis as required by the law of any State or Territory for the purpose of ascertaining the percentage of alcohol and/or drugs in Your blood.

### DUE CARE

You must at all times take reasonable steps to:

- A. Ensure the safety and protection of the Vehicle; and
- B. Secure and lock Your Vehicle whenever it is unoccupied.

We will not pay any benefit under the Policy if damage, loss or Legal Liability occurs when You leave Your Vehicle unattended and unlocked in a public place.

We will not pay any claim where Your Vehicle is stolen and/or damaged as a result of Your keys being in or on the Vehicle at the time of the theft or damage. This includes leaving the keys in or on Your Vehicle when parked on private property.

We will not pay any claim where Your Vehicle is stolen by a person known to You unless You report the matter to the Police, and fully co-operate with any resulting Police investigation and or legal action.

### FOR SALE

We will not pay any benefit under the Policy if at the time of the event giving rise to the claim the Vehicle is in the possession of a licensed motor Vehicle dealer holding or using Your Vehicle in order to sell it.





## EXCLUSIONS Continued

### FRAUD & ILLEGAL PURPOSE

We will not pay any benefit under the Policy for loss or damage that is intentionally, negligently or recklessly caused by You, or a person acting with either Your or the driver's express or implied consent.

We will not pay any benefit under the Policy if Your Vehicle is used for unlawful purposes by You or by any person with Your express or implied consent.

### LEAVING THE SCENE OF AN ACCIDENT

We will not pay any benefit under the Policy for loss or damage if the driver of Your Vehicle leaves the scene of an Accident before giving their details to the other driver involved in the Accident, or reporting to the Police within 12 hours of the Accident.

In the case of an Accident involving no other Vehicles and damage has been caused to public or private property, You must obtain a Police report number within 18 hours, unless You are under medical supervision and unable to report the Accident. In this case You must report the Accident as soon as the medical supervisor permits.

### MODIFICATIONS AND NON-STANDARD ACCESSORIES

We will not pay any benefit under the Policy for any illegal Modifications and/or Non-Standard Accessories.

### NON-FINANCIAL LOSS OR CONSEQUENTIAL FINANCIAL LOSS

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.

### NUCLEAR WASTE / MATERIAL

We will not pay any benefit under the Policy for loss or damage if the loss or damage is caused by the use, existence or escape of any nuclear fuel, nuclear material or waste.

### OPERATING LEASES & POOL CARS

We will not pay any benefit under the Policy if the Vehicle is subject to an Operating Lease or is being used as a Business Pool Car.

### OVERLOADED VEHICLE / HAZARDOUS GOODS

We will not pay any benefit under the Policy if Your Vehicle, trailer or caravan is loaded above the legal limits or in an illegal way or is being used to carry hazardous or inflammable goods in contravention of the Australian Code for the Transport of Dangerous Goods by Road and Rail (the ADG Code).

### SEIZURE OF VEHICLE

We will not pay any benefit under the Policy for loss or damage if the loss or damage is caused to Your Vehicle as a result of legal seizure.

### TERRORISM

We will not pay any benefit under the Policy for loss or damage directly or indirectly caused by any act of terrorism, described as the threat or use of force by any person or group of people for political, religious, ideological or similar purposes to influence any government and/or put any section of the public in fear.

### TERRITORY LIMITS

We will not pay for any benefit under the Policy for loss, damage or Legal Liability caused or incurred outside Australia except where Your Vehicle is in transit by sea or air between places within Australia.

## TESTS & EVENTS / MOTOR TRADE

We will not pay any benefit under the Policy if Your Vehicle is being used for or tested in preparation for racing, pace making, reliability or similar trials, rally, speed, hill climbing or similar tests, experiments or demonstrations in connection with the motor trade.

We will not pay for loss or damage caused whilst the Vehicle is in the control or custody of any party for the purposes of commercial servicing or repairing the Vehicle.

## UNDISCLOSED DRIVERS

We will not pay any benefit under the Policy if during the event that gives rise to the claim, Your Vehicle is being used by a driver who is not listed on the Policy, who would not have been accepted as a risk for any reason under Our underwriting rules.

## UNLICENSED DRIVERS

We will not pay any benefit under the Policy if the damage, loss or Legal Liability is caused while Your Vehicle is being driven (with Your consent) by any person who is not licensed or authorised to drive a specific type or class of Vehicle under any State or Territory laws, unless such person holds a Learners Permit and is accompanied by an appropriately qualified supervisor.

## UNREGISTERED VEHICLES

We will not pay any benefit under the Policy if the Vehicle was unregistered at the time of an Accident.

## UNROADWORTHY CONDITION

We will not pay any benefit under the Policy if at the time of the event giving rise to the claim the Vehicle was being used in an un-roadworthy or unsafe condition and You knew or ought reasonably to have known of such condition.

## UNTRUTHFUL STATEMENTS

We will not pay any benefit under the Policy if statements made in connection with a claim are not truthful.

## WAR

We will not pay any benefit under the Policy for loss or damage if the loss or damage is caused by war, foreign hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, riots, labour disturbances or looting, sacking and/or pillage.

## SPECIFIC EXCLUSIONS TO COVER

*These exclusions are specific to Loss or Damage to Your Vehicle cover*

### INCORRECT FUEL USAGE

We will not pay for loss or damage to Your Vehicle (including damage to the engine and/or fuel system) caused by the incorrect type or grade of fuel being used.

### LOSS OF USE

We will not pay any benefit under the Policy for costs incurred by You for hiring a Vehicle as a result of Accidental damage to Your Vehicle.

### OLD DAMAGE

We will not pay for the costs of repairs to pre-existing damage to Your Vehicle or repairing faulty workmanship or incomplete repairs to Your Vehicle which were carried out prior to a loss or Accident resulting in a claim under the Policy.



## SPECIFIC EXCLUSIONS TO COVER Continued

### REPLACEMENT PARTS

If any part or accessory necessary for repair of Your Vehicle is not available in Australia, the most We will pay in relation to any such part will be the lesser of:

- The manufacturer's most recent Australian price list;
- The list price of the closest equivalent part available in Australia; or
- The actual cost of having a new part made in Australia.

We will only pay for the repair or Replacement of a particular damaged item irrespective of whether it forms part of a set (e.g. Wheels)

### SAFEGUARD OF VEHICLE

We will not pay a benefit under the Policy for loss or further damage to Your Vehicle, following a loss or Accident, unless all reasonable steps were taken to protect Your Vehicle following the initial loss or Accident.

### STORAGE COSTS

We will not pay a benefit under the Policy for any Storage Costs associated with Your Vehicle, unless approved by Us.

### TYRES

We will not pay a benefit under the Policy for damage to tyres or wheel rims caused by braking, road puncture, cuts or bursting.

### WEAR, TEAR AND BREAKDOWN

We will not pay for depreciation, wear and tear, rust or corrosion, structural, mechanical or electrical breakdown or failure to any part of Your Vehicle. In the event that structural, mechanical or electrical breakdown results in an Accident or loss, We will not pay for the cost of repairs to the components that failed and caused the Accident or loss.

If You were aware, or a reasonable person would have been aware of the potential failure that subsequently caused the Accident or loss You will not be covered by the Policy for any loss or damage in its entirety.

### UNAUTHORISED REPAIRS

You do not have authority under this Policy to authorise repairs. We will not pay any benefit under this Policy for repairs to Your Vehicle that have been made without Our prior consent. In such an event You will be liable for any additional costs over and above the cost that We would have incurred in the repair of Your Vehicle.

*These exclusions are specific to Third Party Legal Liability cover*

### ADMITTING LIABILITY

We will not pay a benefit under the Policy for any undertaking, admission or agreement as to liability made by You or on Your behalf without Our prior written authority.

### PROPERTY IN TRUST

We will not pay a benefit under the Policy for damage to property belonging to or in the custody of You or any person entitled to cover as described under *Third Party Legal Liability*, or belonging to or any person who ordinarily resides with You or with whom You ordinarily reside.

### PUNITIVE DAMAGES

We will not pay a benefit under the Policy for penalties, fines, punitive, exemplary or aggravated damages.

## HOW TO MAKE A CLAIM

As soon as possible after an event which may give rise to a claim under the Policy occurs, You must:

- Take all reasonable steps to prevent or minimise further loss, damage or liability;
- Notify Us and the Police immediately if Your Vehicle is stolen or maliciously or intentionally damaged;
- In the event of an Accident involving no other Vehicles or in the event that the driver of Your Vehicle leaves the scene of the Accident before giving their details to the other driver involved in the Accident, You must obtain a Police Report within 18 hours.
- Contact Our office on 1800 999 977 to register Your claim or alternatively a claim form can be obtained by visiting [www.ericinsurance.com.au](http://www.ericinsurance.com.au). Claims should be lodged for Our consideration within 30 days of the event, with full particulars of the event including details of any party who may be responsible. Please note: Should You not lodge Your claim within 30 days and this failure diminishes Our opportunity to accurately assess or investigate Your claim or leads in any way to Us incurring additional costs, We will reduce Your claim settlement by that amount;
- Provide Us with all additional information and help which We may reasonably require to process Your claim, for example obtaining Your driving history, criminal history or Police Report when requested;
- Provide Us with any documentation required to substantiate Your loss, for example, receipts and or quotes;
- Assist Us to recover in Your name any amount paid by Us to You from the person who caused You to suffer the loss or damage;
- Provide Us with an opportunity to inspect any loss or damage before You have repairs carried out;
- Assist with any investigation of the circumstances of any claim;
- Not admit, deny or negotiate any claim with any person without Our prior consent or approval; and
- Pay the Excess(es) applicable to whom, when and how We advise You.

### GST

We will reduce any payment by the amount equal to Your input tax credit entitlement (if any). This applies to any amount We pay, including where We advise that an amount will include GST. Any payment We make in settlement of Your claim will be considered to have been made in full even when the amount is reduced as stated above.

### WHAT YOU MUST PAY IN THE EVENT OF A CLAIM

Before We make any payments in relation to a claim on the Policy, You must pay:

- The full annual Premium (this includes any remaining instalments that are payable in the current Period of Insurance); and
- The applicable Excess.

In the event of a Total Loss We will deduct all unpaid instalments (if any) from the remaining Period of Insurance from the amount We pay You.

### MAXIMUM PAYMENT

We will not pay a benefit under the Policy more than the Amount Covered stated in the Policy Schedule.

### REFUND OF REGISTRATION

We are entitled to deduct the amount of any refund You receive from the registration and Compulsory Third Party (CTP) Insurance if applicable from Your settlement.



## HOW TO MAKE A CLAIM Continued

### REPAIRER

We will only pay a benefit under the Policy for repairs authorised by Us to a licensed repairer and We have the right to nominate the repairer to be used.

### SALVAGE

In the event of a Total Loss whereby We have agreed to pay the Amount Covered to You for Your Vehicle (or to Your Financier if Your Vehicle is under finance) We advise that the:

- Salvage of Your Vehicle will become Our property; and
- We will keep the proceeds of any salvage sale.

### SUBROGATION RIGHTS

We will be entitled to take over and conduct in Your name and the name of any other person, the defence or settlement of any claim. We will also be entitled to prosecute to the extent of the law for Our own benefit and in Your name, a claim for any indemnity or damages. We shall further have full discretion in the conduct of these proceedings or in the settlement of any claim.

## EXCESS

There are 6 types of Excesses:

- Basic Excess;
- Age Excess;
- Inexperienced Driver Excess;
- Imposed Excess;
- International Licence Holder Excess; and
- Unlisted Driver Excess. *(not applicable to Learner Drivers)*

***The Excess You pay is the total of the applicable Excesses added together.***

### BASIC EXCESS

A Basic Excess will apply in the event of a claim, however we provide You with the opportunity to vary this to suit Your individual circumstances.

The Basic Excess will be shown on Your Policy Schedule under the Heading "Excess Details".

If You wish to discuss Your Basic Excess options and how this will effect the Premiums You pay, please contact Our office on 1800 999 977.

### AGE EXCESS

The Age Excess is based on the age of the driver of Your Vehicle at the time of an Accident, whether it is being driven or in their care, custody or control.

The Age Excess is as follows:

Drivers under 21 years of age	\$500
Drivers over 21, but under 25 years of age	\$300

### INEXPERIENCED DRIVER EXCESS

The Inexperienced Driver Excess is based on the experience of the driver of Your Vehicle at the time of an Accident.

Any driver licensed less than two years	\$500
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(A learners Permit is not counted as a licence for the purpose of experience)

### IMPOSED EXCESS

An Imposed Excess may be applied based on the type of Vehicle and/or the driving record and Accident or insurance history of those who drive the Vehicle.

The Imposed Excess is payable on every claim accepted by Us, excluding where a faultless Excess is applied. You will be advised in writing if an imposed Excess is to apply.

### INTERNATIONAL LICENCE HOLDER EXCESS

If the driver of Your Vehicle at the time of an Accident is only authorised to drive by way of an International Licence an Excess of \$2,000 is to apply.

### UNLISTED DRIVER EXCESS

If the driver of Your Vehicle at the time of an Accident is not a listed driver on Your Policy, We will apply the greater of either the Unlisted Driver Excess, or the (combined) additional Premium and Imposed Excess. Any additional Premium or Imposed Excess will be determined by the age and driving history of the Unlisted Driver in accordance with Our Underwriting Guidelines. The Unlisted Driver Excess is:

\$2,500 (Applicable to Unlisted Drivers under 25 years of age)

### WHEN EXCESSES WILL NOT APPLY

There are a number of circumstances where You will not have to pay various Excesses, these being:

#### A. Faultless Basic Excess

The Policy has a Faultless Basic Excess clause, which means that You may not have to pay the Basic Excess, on a claim if We determine that You were not at fault and You can supply the details of the person at fault.

We will apply the Faultless Basic Excess clause towards a claim provided:

- We are satisfied that the Accident which gave rise to the claim was caused solely by the negligence of the driver of the other Vehicle, or they admit liability to Us;

**AND**

- You can supply the name and address and contact details of that driver as well as the registration number of the Vehicle;

**AND**

- The amount of the claim exceeds Your Excess and is not a claim for windscreen damage.

We will make a determination of negligence after We obtain the relevant facts. Our determination will be binding upon You for the purposes of determining whether You qualify for the Faultless Basic Excess.

#### B. Windscreen claims

If You select this cover it will be shown on the Policy Schedule. If Your front or rear windscreen is damaged and requires repair or replacement, We will pay for one (1) front or rear windscreen claim, free of Excess, occurring in any one (1) Period of Insurance, limited to \$600 in total.



## 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, and
- ii) A cancellation fee of 15% of the Premium.

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 from 4pm AEST on the day We receive Your written cancellation notice or the date specified in Your written 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, 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 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.

## 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).

## COST OF THE POLICY

A number of factors are taken into account in setting Our Premiums and these include the type of Vehicle, the age and driving experience of people who will drive the Vehicle, the location where the Vehicle is garaged, the amount each driver uses the Vehicle, and the usage of the Vehicle. All of these factors impact on the amount of Premium charged for the Policy.

If You decide to buy Motor Vehicle Insurance from Us, the price will include any compulsory Government charges including Stamp Duty, GST and Fire Service levy, if applicable, which We are obliged to pay as well as any establishment fee.

## DISCOUNTS THAT MAY APPLY

When You ask for a Premium quotation the cost of the insurance may include a discount on Your Premium. The discounts that We have available include:

### NO CLAIM BONUS DISCOUNT

This discount is designed to reward You for Your good driving history. The discount that We offer is dependent on the number of years You have been licensed and Insured without having an at fault claim.

The application of this discount for a subsequent Period of Insurance may be affected by any claims lodged on the Policy, including not at fault Accidents where You cannot supply the other drivers details, unless the No Claim Bonus Protection cover option is selected.

## PAY BY THE MONTH (6 & 12 Month Policies Only)

You can pay Your Premium by monthly instalments to help spread Your payment over the Period of Insurance.

An administration charge will apply to use this facility. If You do choose to pay Your Premium by monthly 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 one month or more overdue. Where You choose to pay Your Premium by instalments, the first instalment will also include any establishment fee payable.

We may nominate a third party to collect Your monthly instalments on Our behalf.

## OTHER COSTS, FEES AND CHARGES

There are other costs, fees and charges that You may have to contribute under the Policy. These may include the following:

### CANCELLATION FEES

Refer to the section titled Cancellation.

### CONTRIBUTION / DEPRECIATION

You may be asked to contribute to the cost of repairing tyres, engines, bodywork, paintwork, accessories, batteries, radiators or interior trims if they are affected by wear and tear or rust and corrosion, which are noted exclusions to the Policy. How much You will pay depends on how much those items were worn at the time the damage occurred.

You may be asked to contribute to the cost of repairing legal Modifications and/or Non-Standard Accessories that are essential to the operation of the Vehicle but exceed the amount nominated by You in the Modifications & Non-Standard Accessories Value.

### EXCESS

Refer to the section titled Excess.





## Other Important Information

### 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).

### 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 will respond to You within fifteen business days. Please call 1800 999 977 for further advice on how to register Your complaint.

#### 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 fifteen business days.

You can also refer Your dispute 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. 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 to which We are a signatory. This Code aims to raise the standards of practice and service within the general insurance industry and it includes, but is not limited to, the following :

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.



## COMPENSATION ARRANGEMENTS AND FINANCIAL CLAIMS SCHEME Continued

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.

**Accident:** Means 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.

**Agent:** Means any person or entity acting with Our or Your expressed consent including but not limited to Assessors, Investigators, Recovery firms and /or Legal practitioners with respect to the administration of Your Policy.

**Amount Covered:** Means the Amount Covered is the maximum amount We will pay for any claim on Your Vehicle including the amount nominated by You in the Modifications & Non-Standard Accessories Value. The Amount Covered cannot exceed the Purchase Price of the Vehicle.

**Business Pool Car:** Means a Vehicle owned or leased by an entity other than a natural person, that is being used for business purposes by multiple drivers.

**Death:** Means the end of the life of a person as certified by a Medical Practitioner.

**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 or Renewal Certificate.

**Excess:** Means the contribution to the claim cost which You are required to pay in the event of a claim. Any Excess is stated in the Product Disclosure Statement and/or Policy Schedule and either expressed as a monetary amount or a percentage of the loss.

**Financier:** Means 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.

**International Licence:** Means any licence to drive a Vehicle not issued by a State or Territory of the Commonwealth of Australia.

**Legal Liability:** Means the legal responsibility to pay compensation for damage to property, other than Your own, as a result of an Accident involving Your Vehicle for which You or the driver of Your Vehicle is at fault.

**Modifications & Non-Standard Accessories Value:** Means the amount nominated by You for the total combined value of all legal Modifications and Non-Standard Accessories to Your Vehicle, and is the maximum amount we will pay for the repair or replacement of these items.

**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.

**Non-Standard Accessories:** Means any items fitted to the Vehicle which were not fitted to the Vehicle by the Manufacturer as standard specification for that make, model and series. This includes but is not limited to:

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

**Operating Lease:** Means a contract wherein the owner (Lessor) allows the user (Lessee) to use the Vehicle for a set period of time in exchange for financial compensation. The Lessor maintains ownership of the Vehicle throughout the operating lease.

**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. Each period is treated as separate.

**Policy:** Means the insurance contract between Us and You. It consists of this PDS, 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, Modification & Non-Standard Accessories Value, 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.

**Purchase Price:** Means the amount paid for the Vehicle including registration, Modifications, Non-Standard Accessories, dealer delivery fees and statutory insurance but excludes extended warranty costs, insurances (including this Insurance Policy), stamp duty or transfer fees.

**Renewal Certificate:** Means the document which shows the renewal offer provided to You and the terms on which the offer is made, including details of cover, Premium and other Policy details.

**Replacement:** Means the supply of a Vehicle similar to the Vehicle which is the subject of a claim, taking into account its make, model, age and condition at the time of loss or damage.

**Supplementary PDS:** Means a document 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.

**Total Loss:** Means if the damage sustained to Your Vehicle in Our opinion renders the Vehicle unsafe or uneconomical for Us to repair when compared to the Amount Covered as shown on the Policy Schedule or that Your Vehicle has been stolen and not recovered.





**Unlisted Driver:** Means any person who has Your express or implied consent to be in control of the Vehicle and is not nominated on the Policy prior to the occurrence of an event leading to a claim.

**Vehicle:** Means the motor Vehicle and any Legal Modifications/ Non-Standard Accessories described on the Policy Schedule.

**We, Us, 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(s) named in the Policy Schedule, who must also be the registered owner of the Vehicle, or any person who has Your express or implied consent to be in control of the Vehicle. It also includes the Financier if the Vehicle is subject to a finance contract only to the extent of their interest in the Vehicle.

## 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 on 1800 999 977 (Free call)