

TERMS OF ENGAGEMENT

In regard to the attached invoice(s) or quotation(s) we will act on your behalf as an insurance broker except in cases where we are acting on behalf of the insurer under a Binder arrangement. If we are acting under a Binder this will be clearly noted on the invoice(s) or quotation(s).

We usually act on your behalf and in your interests in all matters. Sometimes, it may be more appropriate for us to either arrange insurance or manage claims where we act as an agent of the insurer. If and when this situation arises, we will explain and highlight this to you

We are authorised to advise you about and arrange general insurance products. If we are unable to advise you or act on your behalf due to a conflict of interest which cannot be managed we will immediately notify you.

We will provide you with general advice - general advice is recommendations or opinions about a financial product that are not tailored to your specific personal circumstances.

More information about our services is available from our Financial Services Guide (FSG) available on our website [Financial Services Guide \(FSG\) V25](#).

Our Services

As your insurance broker, we will provide the following services in relation to the coverage provided under the invoice / quotation:

- Seek insurance quotes from the insurance providers that we have arrangements with. Please note this may not be applicable where we are acting under a Binder.
- Negotiate policy coverage and renewal annually or as otherwise agreed between us.
- Arrange coverage where you have authorised us to do so (except in circumstances where unless you instruct otherwise, we may choose to arrange coverage on your behalf if we consider that is in your best interests).
- Where we consider that Premium Funding may be an attractive option for you we will obtain and provide this option to you at the time we provide you with invoices/quotations. You can also request us to obtain and provide a Premium Funding quotation in those cases where we have not provided this to you.
- Assist you to prepare and manage claims under policies we have arranged for you and advocate on your behalf during the claims process.
- Facilitate policy changes and/or cancellations as per your instructions

Please note that we have formal arrangements with most of the insurers and underwriters that deal with insurance brokers. This assists us to find competitive price and coverage options for you. Some insurers and underwriters only deal direct with clients and therefore we are unable to access quotes or arrange insurance with these providers. We can provide you with a list of the insurance providers we deal with upon request.

Based on our professional judgement and knowledge of the market, we may seek quotes from multiple insurance providers before making a recommendation. In other cases we may assess that your current insurance provider's offering is more than competitive and there is no need to seek alternative terms.

We will take reasonable steps to contact you at least fourteen (14) days prior to your insurance cover expiry date to engage you on the next steps to be taken prior to the expiry of the policy. We will take appropriate, professional and timely steps to seek insurance cover terms and conditions and advise you of available options (if any) for your consideration.

Many commercial or business contracts contain clauses that relate to your liability (including indemnities or hold harmless clauses). These clauses may entitle your insurers to either reduce cover, or in some cases, refuse to indemnify you at all. Please inform us of any clauses of this nature before signing and accepting such contracts. We may recommend that you seek legal advice.

Where requested we can help you identify and assess your risks and recommend insurance options that specifically address such risks and also provide advice on risk mitigation and management strategies. Additional fees may apply for these services.

Policy Cancellation

If a cover is cancelled before the expiry of the period of insurance, we reserve the right to refund to you only the net return premium we receive from the insurer. A cancellation fee may apply depending on when the cancellation occurs. This fee covers the administration of your policy, and a pro-rata commission amount will be calculated for the time the policy was in effect. If there is a refund of premium as a result of cancellation or policy adjustment, we reserve the right to retain any remuneration and broker fees earned prior to the alteration. These fees reflect the services provided up to that point, and a broker service fee may also be charged to process the cancellation.

Premium Funding Cancellations/Shortfalls

If your policy is subject to premium funding, please note the following:

- **Loan Repayment Default or Policy Cancellation:** In the event that you default on your loan repayments or cancel the policy for any reason, any refund of premium will first be directed to your premium funder to reduce the outstanding balance on your loan.
- **Shortfalls:** If the refund does not fully cover the remaining loan balance, you will be required to settle the shortfall, as per your finance contract. This situation is more likely to occur if the policy is cancelled earlier in the period of insurance.
- **Refunds:** Any remaining refund after the loan balance is paid will be refunded to you.

Our Advice to You

When making a recommendation, we will not take into consideration your personal objectives, financial situation or needs. Before taking any action, you should consider whether the advice we have provided is appropriate to you having regard to your individual circumstances. Retail Clients should obtain and read the relevant product disclosure statements before making a decision.

Under the Corporations Act, Retail Clients are broadly defined as: Individuals, manufacturing business employing less than 100 people or any other business employing less than 20 people and that are purchasing insurance coverage for motor vehicles, home building, contents, personal and domestic, sickness/accident/travel, consumer credit and other classes as prescribed by regulations.

Period of Engagement

Unless we agree otherwise, our appointment in regard to this insurance is for the period of insurance set out in the invoices / quotations attached. This appointment may be cancelled by you at any time.

Insurance Brokers Code of Practice

We subscribe to and are bound by the Insurance Brokers Code of Practice a full copy of which is available from the National Insurance Brokers Association (NIBA) website, www.niba.com.au.

Our Remuneration

In return for the services we provide, we will receive a commission usually between 5% and 27% per cent of the premium paid (excluding relevant taxes, charges and levies) which is paid to us by the insurer and a fee, payable by you.

Notification of Changes

We will notify you of any changes to these terms of engagement or services provided.

Your Disclosure Obligations

It is important that you provide us with complete and accurate information about the risk to be insured otherwise the advice we give you may not be appropriate for your needs. We rely on you to provide complete and accurate information.

Before you enter into an insurance contract with an insurer, you have a duty under the Insurance Contracts Act 1984 (Cth) to disclose information to the insurer. This Duty of Disclosure applies until the insurer agrees to either insure you or renew your insurance. The Duty of Disclosure also applies before you extend, vary or reinstate your insurance.

If you are applying for or renewing insurance in relation to consumer insurance products such as, your motor vehicle, home building and/or contents, residential strata, travel, personal accident or sickness and/or consumer credit products, you must answer the specific questions asked by the insurer truthfully and accurately. In answering those questions, you must tell the insurer all information that's known to you and that a reasonable person would be expected to provide in answer to the questions. Not doing so may be considered by the insurer to be a breach of your 'duty to take reasonable care not to make a misrepresentation' and may cause issues in relation to the validity of your insurance policy and/or issues in the event of you lodging a claim.

At renewal, the insurer may either ask you to advise any changes to information you have previously disclosed, or may give you a copy of the information you previously disclosed and ask you to advise them if there have been any changes. If you do not tell the insurer about a change, you will be taken to have told the insurer there is no change.

If you are applying for or renewing any other insurance, you must tell the insurer all information that is known to you that a reasonable person could be expected to know or that is relevant to the insurer's decision to insure you and on what terms. You do not need to tell the insurer anything:

- that reduces the risk it insures you for;
- is common knowledge;
- that the insurer knows or should know; or
- which the insurer waived your duty to tell it about.

Non-disclosure

If you fail to comply with your Duty of Disclosure, the insurer may cancel your contract of insurance, or reduce the amount it will pay you if you make a claim, or both. If your failure to comply with the Duty of Disclosure, or you are fraudulent, the insurer may refuse to pay a claim and treat the contract of insurance as if it never existed.

If you are in doubt about whether or not a particular matter should be disclosed, please contact your Account Executive.

You must make sure you explain the Duty of Disclosure to any person you represent when we arrange any insurance cover for you. Alternatively, you may ask any person you represent to contact us, and we will explain their Duty of Disclosure to them directly.

If your circumstances change, our recommendations may no longer be appropriate. Please tell us about any changes in your circumstances so that we can confirm that your insurance continues to be suitable for your needs.

Premium funding

premium funding products enable you to pay your premiums by installments. Premium funders do charge interest and they take a power of attorney over your insurance policy as they have paid it to the insurer in advance, in full, as required at the beginning of the policy period.

We can arrange premium funding on your behalf if you require it. We may receive a commission based on a percentage of the premium from the premium funder for doing so. We will tell you the basis and amount of any such payment before or at the time the premium funding is arranged.

Our Payment Terms

Invoices - we will invoice you for the premium, statutory charges (e.g. stamp duty and fire services levy) and any fees we charge for arranging your insurances. You must pay us within:

- the date advised to you in your new business or renewal email from our office;

If you do not pay the premium on time, the insurer may cancel the contract of insurance and you will not be insured. The insurer may also charge a short-term penalty premium for the time on risk.

Credit card fees - if you pay by credit card, we may charge you a non-refundable credit card fee. This fee reimburses us for bank interest, extra charges/costs and time incurred by us when providing credit card facilities.