

TERMS OF ENGAGEMENT

Ovens Valley Insurance Brokers will act on your behalf as an insurance broker.

Our Services

As your insurance broker, we will provide the following services:

- Pre-placement services
 - Help you identify and assess your risks and develop a proposal to submit to potential insurers;
 - Providing advice on risk mitigation and management strategies;
- Insurance placement and premium financing
 - Seek insurance quotes (for more information on how we will seek quotes see "Approaching the Market")
 - Negotiate policy coverage and policy renewal annually or as otherwise agreed
 - Seek to bind coverage where you have authorised us to do so (except in urgent circumstances where unless you instruct otherwise, we may choose to bind insurance on your behalf if we consider that is in your best interests)
 - Obtain and provide a quotation for premium funding
- Post-placement services
 - Prepare and manage claims if an insured event occurs
 - Advocate on your behalf during the claims process
 - Facilitate policy changes and/or cancellations as per your instructions

Approaching the market

We will either seek quotes from the broader general insurance market or where appropriate based on our experience, we may limit our marketing to only approaching specialist insurers before making a recommendation. We have arrangements with a large number of insurers and underwriters, which enables us to find the right insurance product for you.

Remuneration

In return for the services we provide, we usually will receive a commission between 5% and 26.5% 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. When arranging premium funding contracts on your behalf, we'll receive a commission based on a percentage of the premium from the premium funder for doing so, usually 0.5% - 3%.

Policy Cancellation

We can only cancel a contract of insurance on the written instructions of a person authorised to represent each of the parties who are named as insureds, or instructed from your insurer due to non-payment. We cannot cancel any contract of insurance which is subject to the Marine Insurance Act 1909. 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 and not refund any part of the brokerage and/or broker fee we receive for arranging the cover. A broker fee may be charged to process the cancellation.

Payment Terms

You are required to pay outstanding premiums to Ovens Valley Insurance Brokers within the time set out on our invoice.

Card fees

If you pay by credit or debit card, we may charge you a non-refundable card fee. This surcharge will be shown on your invoice and charged when providing credit card facilities.

Premium funding

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

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. You should obtain and read the relevant product disclosure statements before making a decision.

We also provide you with a Financial Services Guide (FSG). This document contains important information about our relationship with you such as:

- Our status as a licensed financial services provider;
- disclosure obligations on your part and ours;
- potential conflicts of interest that we have in our dealings with insurers and other service providers;
- professional indemnity insurance arrangements;
- internal and external complaints resolution procedures
- details of our privacy policy

We will notify you of any changes to terms of trade 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.

PRIVACY POLICY STATEMENT

Privacy policy

We are committed to protecting your privacy and confidentiality in accordance with the *Privacy Act 1988 (Cth) including the Privacy Amendment (Enhancing privacy Protection) Act 2012* and it is one of our prime concerns that any personal or sensitive information you provide to us is not used for any other purpose than that intended and expected by you. This Privacy Policy describes our current policies and practices in relation to the handling and use of personal information.

What information do we collect, hold and how do we use it?

We will collect personal information for primary purposes, which are relevant to providing and administering our financial products and services.

To enable us to provide advice on and arrange financial services, we collect the information needed by ourselves to ensure appropriate advice to you and information required by product suppliers. We will usually provide some or all of this information to our product suppliers. Some of these companies may be located outside Australia.

When a claim is made under an insurance policy, to enable us to assist in the claim process, we and our representatives and those of the insurer (including loss adjusters, investigators, medical advisers and lawyers) collect information about the claim, some of which may be personal information. We may collect the information from you or from third parties.

We provide this information to the insurer and or their agents and those appointed to assist you in making a claim. Again this information may be passed on to your underwriters and reinsurers. We may use your personal information internally to help us improve our services and help resolve any problems.

What if you don't provide some information to us?

We can only apply for and arrange financial service products if we have all relevant information. The insurance laws also require insured's to provide all the information required by the end insurer to help them decide whether to insure you and on what terms. Credit Providers also require specific information to help them assess any credit applications that we may facilitate on your behalf.

How do we hold and protect your information?

We hold the information we collect from you in our computer system and in our hard copy files. We ensure that your information is safe by following the usual security procedures expected by our clients.

Will we disclose the information we collect to anyone?

We may disclose information to:

- Financial institutions, other Australian Financial Service Licensees, Insurers, underwriters, underwriting agencies, wholesale brokers and reinsurers (for the purpose of seeking recovery from them or to assist them to assess insurance risks);
- Premium funders / Credit providers for the purposes of gaining quotations on and arranging funding of your insurance premiums / financial investments.
- An investigator, assessor, State or Federal Health Authorities, lawyers, accountants, medical practitioners, hospitals or other professional advisors (for the purposes of investigating or assessing your claim);
- A lawyer or recovery agent (for the purpose of defending an action by a third party against you or for the purpose of recovery costs including your excess);
- Contractors who supply services to us, e.g., to handle mailings on our behalf.
- An immediate family member.
- Other companies in the event of a corporate sale, merger, reorganisation, dissolution, or similar event

However, we will do our best to ensure that they protect the information in the same way that we do. We may provide this information to others if we are required to do so by law or under some unusual other circumstances which the Privacy Act permits. We do not sell, trade, or rent personal information to others.

How can you access, check, update or change your information?

Upon receipt of your written request from you and enough information to allow us to identify the information, we will disclose to you the personal information we hold about you. We will also correct, amend or delete any personal information that we agree is inaccurate. If you wish to access or correct your personal information please write to the Privacy Officer, C/- our office.

We do not charge for receiving a request for access to personal information or for complying with a correction request. We do however reserve the right to charge you for all reasonable costs and outgoings specifically incurred in meeting your request for information.

Your consent

By asking us to provide you with our financial services, you consent to the collection and use of the information you have provided to us for the purposes described above.

Complaints about privacy

Should you have a complaint regarding a breach of privacy please contact our Complaints Officer who will handle the matter in accordance with our formal complaints handling procedures.

Your complaint can be lodged over the phone, via mail or email or you may wish to make an appointment with our Complaints Officer at a convenient time and location. We will do all that is reasonable in the circumstances to address your complaint.

Information sent overseas

In certain situations, it is likely that some or all of the Personal Information that you provide to us may be disclosed to businesses that operate overseas. This would only occur where the product provider / intermediary is based overseas – e.g. Lloyds of London syndicates or brokers and other overseas based insurers and intermediaries or in situations where we utilise "Cloud Computing" services that are situated outside Australia.

In all such cases we commit to making reasonable enquiries to ensure that these organisations comply with their local privacy legislation where such legislation is comparable to the Australian legislation and to comply with the key components of Australian Privacy legislation in cases where their local legislation is considered inadequate or non-existent.