

## Important Client Information

### YOUR DUTY OF DISCLOSURE

Before you enter into a contract of general insurance, you have a duty, under the Insurance Contracts Act 1984, to disclose every matter that you know or could be reasonably expected to know, is relevant to the underwriters' decision whether to accept the risk of insurance and if so, on what terms.

You have the same duty to disclose those matters before you renew, extend, vary or reinstate a contract of general insurance. Your duty, however, does not require disclosure of a matter

- that diminishes the risk to be undertaken;
- that is of common knowledge;
- that the underwriters know or, in the ordinary course of business, ought to know;
- that is waived as not required by the underwriters.

### NON-DISCLOSURE

If you fail to comply with your duty of disclosure, the underwriters may be entitled to reduce their liability under the contract in respect of a claim or may cancel the contract. If your non-disclosure was fraudulent, the underwriters may also have the option of avoiding the contract from its beginning.

### RETAIL CLIENTS

Under the Corporations Act 2001 and associated Regulations Retail Clients are provided with additional levels of protection from other insurance purchasers. The Act defines Retail Clients as: Individuals or a small manufacturing business employing less than 100 people or any other business employing less than 20 people. And that are being provided a financial service or product that relates to the following insurance covers:

Motor Vehicle (under 2 tonne), Home building, contents, personal and domestic, Sickness and Accident or Travel, Consumer Credit and other classes as prescribed by regulations.

### WHAT ADVICE IS BEING PROVIDED (RETAIL CLIENTS ONLY)

If you are a RETAIL CLIENT (refer above) and a Statement of Advice has not been provided to you with this invoice then the advice that we are giving you related to this transaction is General Advice.

General Advice is advice that has been prepared without considering your current objectives, financial situation or needs. Therefore, before acting on this advice, you should consider the appropriateness of the advice having regard to your current objectives, financial situation or needs.

### PREMIUM FUNDING

We can arrange premium funding for commercial policies to enable you to pay your premium by monthly instalments. There is a fee payable for this service to the finance provider and we will receive a commission which we will disclose to you upon your request. If you cancel a premium funded policy before its expiry date we will retain our commission received. You may arrange your own premium funding should you choose to do so. For personal insurances, we can arrange a Pay by the Month premium instalment facility through

a finance provider which attracts an interest charge. We will receive an administration fee from the finance provider for this service which we will disclose to you upon your request.

If you cancel a premium funded policy before its expiry date we may retain our commission received in arranging the premium finance and the financier is entitled to charge cancellation fees.

### REPLACEMENT VALUE SUM INSURED

It is most important that the Sum Insured you select is adequate to represent the value of the insured property and is calculated in accordance with the cover being arranged. Otherwise, you will be under-insured and in terms of the Average / Co-insurance provisions of your policy, you may be responsible for paying part of the loss you actually suffer.

### ALTERATIONS

No alterations to the risk whatsoever will be admitted until you have notified us in writing and will not take effect until acceptance is confirmed by the insurance underwriters.

### PAYMENT

You will not be insured if you fail to pay the premium in full within 14 days from commencement of the risk for new policies and prior to the due date for renewals unless alternative credit arrangements have been agreed with us in writing.

### NEW POLICIES

Notwithstanding the above, you will not be insured if you do not submit the relevant Proposal within 30 days from commencement of the risk unless an extension of time has been agreed with us in writing.

### INTERESTS OF OTHER PARTIES

Many policies exclude cover for an interest in the insured property held by someone other than the named insured, unless that interest is specifically noted on the policy. For example, if property is jointly owned, or subject to finance, the interest of the joint owner or financier may be excluded, if it is not specifically noted on the policy.

### THIRD PARTY INTERESTS

Insurance policies will only provide cover for your interest in the property insured and does not cover the interest of any third parties unless you have informed us of them in writing and they are noted on the policy.

### CANCELLATION WARNING (RETENTION OF BROKERAGE AND FEES)

If a cover is cancelled before expiry of the period of insurance, we reserve the right to refund to you only the net return premium we received from the insurer, and not refund any part of the brokerage we receive for arranging the cover. A broker service fee will be charged to process the cancellation and our original broker service fee is non-refundable.

**DISPUTES RESOLUTION**

Clients who are not fully satisfied with our services should contact our Complaints officer and provide details of their complaint in writing. We are members of the Financial Ombudsman Service (FOS) which is an independent organisation offering free and accessible resolution services in respect of insurance broking disputes. We can supply further information about FOS or you can contact them directly on 1300 780 808 or visit: [www.fos.org.au](http://www.fos.org.au).

**INSURANCE BROKERS CODE OF PRACTICE**

We adopt the Insurance Brokers Code of Practice which is monitored and administered by FOS. The Code intends to promote good business relations between insurance brokers and their clients and other parties involved in an insurance contract. It also establishes standards of good business practice and service levels which can be expected of Code subscribers. As required by the Code we have an Internal Dispute Resolution process which you can access should you not be satisfied with our service as your insurance broker. A copy of the Insurance Brokers Code of Practice is available from us upon your request.

**FINANCIAL COMPENSATION**

We hold a Professional Indemnity policy which protects our clients' interests arising out of our professional negligence. This policy extends to cover activities by representatives / employees after they cease to be engaged by us as required by legislation.

**PRIVACY ACT**

The Privacy Amendment (Private Sector) Act 2000 requires us to inform you that we collect, use and disclose your personal information. A copy of our Privacy Policy is available on request from our office.

**COOLING OFF**

All Retail Products are subject to a "cooling off period". This means that if you are not happy with a Retail Product, you can withdraw from the new contract at no cost to you other than our broker's fee, which is not refundable. Refer to the Product Disclosure Statement for further details.

**DISCLAIMER**

This notice is a summary only (errors and omissions excepted) and does not purport to be a copy of the insurance underwriters' policy or other documents. In case of any discrepancy, the underwriters' documents will prevail.

**TERMS OF TRADE**

Payment of this account constitutes your acknowledgement and acceptance of these conditions and authorises us to act as your insurance broker for the risks described in our Schedule of Insurance attached to your Tax Invoice and no others unless specifically agreed by us in writing.

**POLICY/PRODUCT DISCLOSURE STATEMENT**

You should refer to the Documents section of our website: [www.Donnellys.com.au](http://www.Donnellys.com.au) for a copy of the Policy / PDS for your insurance coverage arranged by us on your instructions.

Alternatively, if your Policy / PDS is not available on our website, we will provide a copy of your document with our Certificate of Insurance for your safe-keeping. You are strongly advised to read this document carefully regarding its coverage, exclusions and claim payment limitations to ensure the policy meets your requirements.

**SUBROGATION**

You are warned that should you become a party to any agreement that has the effect of excluding or limiting your insurer's ability to recover from a third party, your insurers may have the right to refuse to indemnify you for such loss where it is shown that your insurer's rights of recovery have been prejudiced by your action.

**RIGHTS OF RECOVERY AGAINST OTHERS**

It is a condition of a Contract of Insurance that you may not forego any right of recovery that may exist against another party without prior approval in writing being given by your insurer.

**CLAIMS MADE POLICY NOTICE**

To protect your entitlement to indemnity under a Claims Made type of policy you must report to your insurer prior to the expiry of the policy period of insurance all incidents first notified to you during that period of insurance that may give rise to a claim against you irrespective of when the incident causing the claim occurred. We will notify you in our Schedule of Insurance if your policy is a Claims Made type of contract.

**FINANCIAL SERVICES GUIDE (FSG)**

A copy of our FSG is available upon request or from our website: [www.Donnellys.com.au](http://www.Donnellys.com.au) or upon your request otherwise.

**Donnelly Insurance Brokers Pty Ltd**

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