

# Important Notices For Retail Clients



# Gallagher

## 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 GENERAL INSURANCE product that relates to the following insurance covers:

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

## POLICY DOCUMENT

This notice refers to a contract of insurance that you have entered into via our company. You should refer to your policy document for the full terms and conditions applicable and you should read them carefully. Should any doubts arise as to the scope of cover provided, please contact us for an explanation.

## YOUR DUTY OF DISCLOSURE TO YOUR INSURER

Before you enter into a contract of general insurance and up until the commencement of the insurance, you have a duty, under the Insurance Contracts Act 1984, to tell the insurer of anything that may affect the insurer's decision whether to insure you and on what terms. You must tell the insurer about anything that you know or could be reasonably expected to know taking into account the nature and extent of the insurance cover to be provided and the class of persons who would ordinarily be expected to apply for such insurance cover.

For Eligible Contracts (Eligible Contracts involve individuals purchasing insurance for motor vehicles with carrying capacity under 2 tonnes, motorcycle, home building and contents, residential strata, travel, personal accident and sickness) the above duty only applies to questions asked of you by the insurer. In answering any underwriting questions, you must tell an insurer anything that you know and that a reasonable person in the circumstances would include.

At renewal, the insurer may ask you to advise it of any changes to something you have previously disclosed, or may give you a copy of the information you previously disclosed and ask you to advise the insurer if there has been a change. If you do not tell the insurer about a

change, you will be taken to have told the insurer that there is no change.

You have the same duty before you renew, extend, vary or reinstate an insurance contract. You do not need to tell the insurer anything that:

- reduces the risk to be insured or that is of common knowledge;
- the underwriter knows or, in the ordinary course of business, ought to know;
- the underwriter has waived your duty to tell them about.

## NON-DISCLOSURE

If you do not tell the insurer anything you are required to, they may cancel your contract or reduce the amount they will pay you if you make a claim, or both. If your failure to tell the insurer is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed.

## WHAT ADVICE IS BEING PROVIDED

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 objective's, financial situation or needs. Therefore, before acting on this advice, you should consider the appropriateness of the advice having regard to your particular needs.

If the advice provided relates to the possible purchase of a new insurance policy and the insurer has prepared a Product Disclosure Statement (PDS) which we have provided to you but you can request a copy from us. You should consider the PDS prior to making the decision to purchase any financial product. Further information regarding the income we have been paid by the underwriter for this transaction is available upon request.

## DISPUTES

If you are concerned about the services provided by us, any product we have arranged or how we have handled your Personal Information, please contact your branch manager of your local Gallagher branch.

We will acknowledge your complaint immediately in writing or by telephone. If, within 5 business days, your broker or the relevant branch manager is unable to resolve your complaint to your satisfaction, the matter will be referred to the Gallagher Risk & Compliance Team who can be contacted directly on:

Email: [privacy@ajg.com.au](mailto:privacy@ajg.com.au)  
(for privacy related complaints) or  
[complaints@ajg.com.au](mailto:complaints@ajg.com.au)  
(for any other complaints).

Telephone: 1800 068 000

If your complaint is referred to the Risk & Compliance Team, we will acknowledge receipt of your complaint in writing within 1 business day.

We will advise you of the outcome of our review of your complaint within 45 days of when you first made your complaint. If an issue has not been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority (AFCA) which provides fair and independent financial services complaint resolution that is free to consumers.

Website: [www.afca.org.au](http://www.afca.org.au);  
Email: [info@afca.org.au](mailto:info@afca.org.au);  
Telephone: 1800 931 678 (free call)  
In writing to: Australian Financial  
Complaints Authority  
GPO Box 3, Melbourne VIC 3001

## **INSURANCE BROKERS CODE OF PRACTICE**

We follow the Insurance Brokers Code of Practice and have an internal Dispute Resolution process which you can access should you be not satisfied with our service as your insurance broker. A copy of the Insurance Brokers of Practice has been provided to you but a copy is available from us upon your request.

## **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 or fees we receive for arranging the cover. A broker service fee may be charged to process the cancellation.

## **ELECTRONIC DELIVERY OF DISCLOSURE NOTICES**

Please note that where possible we prefer to provide all correspondence and disclosure notices (including Financial Services Guides and Product Disclosure Statements) to you electronically, via email or links to websites etc. If you have provided your email address to us we will typically use that email address for all correspondence and disclosure notices. Should you not wish to be sent disclosure documents electronically please advise us accordingly and we will update your file record.

## **PREMIUM FINANCE**

Premium finance allows you to spread out the cash flow by paying your insurance premiums by instalment over the next 12 months through a loan advance from a finance company. We may receive a commission from the financier for arranging the funding contract, full details are available on request. You may arrange your own financier if you choose. Premium Financiers charge an interest rate for paying your yearly premium on your behalf to your insurer.

Please note that should the insurance policy be cancelled before the expiry date for whatever reason, the financier will charge you the full interest applicable to the contract, as detailed in the Application Form.

Therefore prior to cancelling a policy we strongly recommend that you discuss your cancellation request with us so that we can advise the exact extent and impact of the early cancellation provisions mentioned above.

## **CONTACT AGREEMENT**

To ensure that we provide you with appropriate products and services, you agree to us calling you at our discretion to review your existing policies or discuss any new products and services. If you do not wish to receive such calls please advise us and we will place you on our Do Not Call Register.

## **CONTRACTUAL LIABILITY**

Many commercial or business contracts contain clauses dealing with your liability (including indemnities or hold harmless clauses). Such clauses may entitle your underwriters to reduce cover, or in some cases, refuse to indemnify you at all. You should seek legal advice before signing and accepting contracts. You should inform us of any clauses of this nature before you enter into them

## **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 insurer.

## **PAYMENT TERMS**

Our credit terms are strictly 14 days from the inception of new policies; and by your current policy expiry date for renewals unless alternative credit arrangements have been agreed with us and confirmed in writing by email or SMS message so we can arrange a cover extension with your Insurer.

## **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. Please ensure that you inform us of any interested party which needs to have their interest included in your policy, otherwise they will not be covered.

## **CANCELLATION**

If you cancel this insurance prior to the expiry date, we will be entitled to retain such proportion of any broker fee and/or commission that relate to the unexpired period of insurance.

## COOLING OFF

All Retail Products are subject to a minimum 14 business days “cooling off period”. Refer to the Cooling Off section of your PDS for condition details applicable. This means that if you are not happy with a Retail Product, you may withdraw from the new contract within the Cooling Off period provided there has been no claim lodged. However, our broker fee for arranging the insurance is not refundable.

## 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 insurer 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.

## CLAIMS OCCURRING PRIOR TO COVER COMMENCEMENT

Retail products do not cover events that occur prior to the commencement of the insurance contract.

## FINANCIAL COMPENSATION

We hold a Professional Indemnity insurance policy which protects our clients’ interests in the event of our professional negligence in arranging their insurance. This policy extends to cover activities by representatives / employees after they cease to be engaged by us as required by legislation.

## PRIVACY ACT

We are required by law to inform you that we collect, use and disclose your personal information for the purpose of arranging your insurance and payment of claims. A copy of our Privacy Policy has been provided to you but you may request a copy from us.

## FINANCIAL SERVICES GUIDE (FSG)

We have provided you a copy of our FSG document for your review but you may request a copy from us.

## CHANGE OF INSURER

From time to time we will inform you about new cover enhancements or lower premiums becoming available and recommend a change of insurer. We will process your renewal invitation on the assumption you will accept our General Advice recommendation but if that does not suit you, please contact us for discussion about other alternatives prior to your policy expiry date.

## DISCLAIMER

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

## TERMS OF TRADE

Payment of our account constitutes your acknowledgement and acceptance of these conditions and authorises us to act as your insurance brokers for this risk but no others unless specifically agreed by us in writing.

This applies from 22/4/2020