

Terms of Engagement & Statement of Services

Terms of Engagement

We are delighted to confirm our engagement as your insurance broker. As your insurance broker it is important to us that you receive quality professional services and insurance that provides the protection you need. So you know what to expect from us, we have outlined our services below including how and on what terms we provide those services

The Insurance Office Team

The Insurance Office team will look after your insurances. Additional information about the team at The Insurance Office is available on our website via the following link: [The-Insurance-Office](#).

Our Services

We will provide you with the following services:

- Review your insurance needs with you
- Provide general advice and recommendations as to your insurance requirements and options available to assist you to make an informed decision. When providing this advice, we will take steps to help you understand the advice including costs, key risks and benefits associated with the policies we recommend and provide you with important information and notices in relation to the insurance
- Prepare underwriting submissions
- Negotiate terms with any existing insurers and with alternative insurers
- Act on your instructions to place the insurances agreed upon
- Confirm placement and renewal of the insurances to you (and any other interested party)
- Invoice and collect the premiums, taxes, and fees from you and remit the amount owing to the insurer/s within the required timeframes
- For declaration or adjustable type policies, collect information from you to adjust premiums on prior year policies
- Review your insurance arrangements:
 - when you inform us about material changes to your circumstances;
 - at the time of any scheduled Status Reviews as agreed with you;
 - upon renewal of your insurances.
 - If required, assist you to manage any claims you may need to make.

Insurance Brokers Code of Practice

The Insurance Office are proud members of the National Insurance Brokers Association (NIBA) and subscribe to the NIBA Code of Practice (The Code). The Code outlines the guiding principles and standards we commit to when providing our services. You can obtain a copy of the Code via the following link: [Insurance-Brokers-Code-Of-Practice](#)

Conflict of Interest

Where there may be a conflict of interest, we will contact you in a timely manner and clearly inform you that there may be a conflict of interest. Where there is or is likely to be a conflict of interest, we will engage with you regarding steps to manage the conflict of interest in your best interests and we may only continue to act on your behalf with your express written consent. If we cannot advise you or act on your behalf due to a conflict of interest which cannot be managed. We will immediately notify you upon identifying such a conflict.

Quotations

Our commitment to you is to source quotations from insurers that have products designed to suit you and your insurance needs. This could involve multiple insurers to allow us to select the most appropriate product for you. In some circumstances there may be specific insurers that are occupation specific, in which case we will be selecting them as the insurer of choice.

We do not obtain quotes from all insurers in the market. We obtain quotes from our approved insurer and underwriting agency list. The number of quotes we obtain is subject to the type of policy and risk to be insured. There may be a limited number of insurers willing to quote for complex risks due to their product offering, risk appetite and capacity. We will tell you when this is the case.

New Business

Contact us as soon as possible if you need cover for a risk or property that is not insured. To arrange this, we will need details of the property or risk and all other information which you need to disclose to the insurer.

The Insurer may require a proposal form to be completed. You will need to complete, sign and return this to us as soon as possible.

Renewals

We will take reasonable steps to contact you at least 14 days prior to the expiry date of any insurance policy to provide renewal terms or request additional information to assist in obtaining renewal terms or quotations. Unless you tell us otherwise, we will automatically renew your insurance to ensure you continue to be covered. At that time, we will send you an offer to renew the insurance policy and invoice you for the cost of renewal. If there is a change to your circumstances or if you want to change the details of the cover, contact us as soon as you receive the renewal offer. This will allow us to assess whether your insurance is appropriate for your circumstances.

The Insurer may require a declaration form to be completed in order to be able to provide renewal terms. You will need to complete, sign and return the completed declaration by no later than the requested date. We will then send you the invoice and relevant renewal documentation, and if applicable a proposal form. You will need to complete, sign and return this to us as soon as possible.

We may re market your policy at renewal, this will involve a review of the insurers product and pricing to make sure it is fit for your requirements. We may require additional information from yourself to do this.

We will send the original insurance policy documents as soon as they are issued correctly by your insurer. As these are legal documents, you should keep them in a safe place.

Continuity of Cover

It is important that you maintain continuity of cover. Accordingly, if a contract of insurance falls due and we are unable to contact you, we will automatically arrange for the policy to be held covered (or renewed if necessary). If you do not require the cover, we do ask that you tell us as soon as possible. A short-term premium may apply. Please tell us if you do not wish us to provide this service. If you arrange or renew your insurance directly with an insurer or through another broker, we will not be responsible for notifying you of expiry or arranging further renewals unless you ask us to do so.

Policy Alteration/Endorsement

You should carefully monitor and review that your insurance policy is adequate to cover your assets or business activities. If you want to vary any cover, e.g., by increasing the sum insured or adding other property, please provide us with details of the changes you require and any other information you need to disclose to the insurer.

We will arrange the variation with the insurer and notify you when it is arranged.

Contracts

Many commercial or business contracts contain clauses dealing with your liability (including indemnities or hold harmless clauses). These clauses may entitle your insurers to 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.

Claims

When you need to make a claim, we can assist you to manage any claims you may need to make:

- we will keep you informed in a timely manner regarding the progress of claims
- when we receive an insurer's response to a submitted claim, we will notify you of the outcome as soon as it is reasonably practical to do so
- If the insurer appoints a loss adjustor, lawyer or other consultant, we shall let you know and, with your permission, pass on your contact details and co-ordinate meetings
- if a claim is either unreasonably denied or reduced by the insurer, we will act as claims advocates on your behalf to try to have the claim paid
- we will advise you if the insurer seeks to negotiate a settlement of your claim
- we will seek your instructions before agreeing to any settlement of your claim
- if the insurer declines to pay a claim, we will explain the reasons for the insurer's decision and outline what further steps can be taken, including steps to make a complaint

If any claims are outstanding when you terminate our appointment as your insurance broker, we will continue to manage the claim until it is finalised.

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. We reserve the right to retain any commission received from the insurer. Some Insurers charge cancellation fees or may not refund anything depending on policy conditions and/or how many days are left before the expiry date of the policy.

Remuneration

Unless we tell you otherwise, we will be remunerated by commission from the insurer when you enter into an insurance contract that we arrange (this includes renewal and some variations). The commission is a percentage of between 0% to 30% of the premium (excluding government charges, levies and taxes). Some insurers may pay us more than others. The rate of commission can vary according to the type of insurance and cover provided and the way the transaction is arranged. The commission does not represent our profit as it also reimburses the administrative and other expenses involved in providing our services.

We may also charge you a fee which is dependent on the complexity of the account and the amount of time and effort required to service and support your risk portfolio.

If we arrange premium funding for you, we may earn a commission from the premium funder. This is usually calculated as a percentage of the premium (excluding government charges, levies and taxes)

Payment Terms

- **Invoices**
 - We will invoice you for the premium, statutory charges (e.g. stamp duty, fire services levy, etc) and any fees we charge for arranging your insurances.
 - You must pay us within 14 days of the date of the invoice or, in the case of a renewal, before the expiry date of the contract of insurance.
 - If you do not pay the premium on time, the insurer may cancel the contract of insurance and you may not be insured. The insurer may also charge a short-term penalty premium for the time on risk.
 - For policies paid monthly, the instalments will be as agreed with the insurer and listed in the policy schedule.
- **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.
 - 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.
- **Credit card fees**
 - Payments by credit card may attract a surcharge.

Your Duty of Disclosure and Your 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. Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect the insurer's decision to insure you and on what terms. You have this duty until they agree to insure you. You have the same duty before you renew, extend, vary or reinstate an insurance contract.

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.

You do not need to tell the insurer anything that:

- reduces the risk they insure you for; or
- is common knowledge; or
- they know or should know as an insurer; or
- they waive your duty to tell them about.

If you do not tell the insurer something

If you do not tell the insurer something 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 them is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed.

Financial Services Guide

We also provide you with a Financial Services Guide (FSG), ask us for a copy or obtain one via this link: [FSG](#). This document contains important information about our relationship with you such as;

- The services we offer you
- How we and our associates are paid
- Any potential conflict of interest we may have
- Our internal and external dispute resolution procedures and how you can access them
- Arrangements that are in place to compensate clients for losses

If you need special assistance

We are committed to supporting people with diverse needs and take into account their specific circumstances. This includes people currently experiencing any vulnerability, for example relating to age, disability or mental or physical health conditions. Please advise us if you there is anything we can do to provide the required level of support. For further information, please refer to our Vulnerable Clients Policy via this link: [CBN-Family-Violence-and-Vulnerable-Customer-Policy](#)

For Further Information

For further details, please contact our office on (08) 8555 3199