

## IMPORTANT INFORMATION FOR CLIENT

### Your Duty of Disclosure – What you must Tell Us

The insurance Contracts Act (the Act) requires that before a policy is entered into, you must give us certain information we need to decide whether to insure you and on what terms.

Where you are a natural person and you are entering into this policy for the first time (i.e. it is new business and is not being renewed, varied, extended or reinstated), you must tell us everything you know and that a reasonable person in the circumstances could be expected to tell us, and answer to the specific questions we ask.

Once your policy is entered into and is no longer new business your duty to us changes. You are required before you renew, vary, extend or reinstate your policy, to tell us everything you know and that a reasonable person in the circumstances could be expected to know, is a matter that is relevant to our decision whether to insure you, and if so, on what terms.

In both of the above cases you do not have to tell us about any matter:

- that diminishes the risk;
- that is of common knowledge
- that we know or should know in the ordinary course of our business as an insurer; or
- for which we waive your duty to disclose

### What does the duty of disclosure apply to?

The duty of disclosure applies to all persons to be insured. You should make sure all such persons give proper disclosure.

### Consequences of Nondisclosure or Misrepresentation

If you breach your duty of disclosure, the insurance company may be able to refuse to pay a claim or to cancel your policy. The same applies where you have made a misrepresentation by providing inaccurate or incomplete information.

If you breach your duty or make a misrepresentation, if fraudulent (i.e. done deliberately for the purpose of obtaining insurance, or for obtaining it on favourable terms), the insurance company may be able to “avoid” your policy. This means that the insurance company can treat the policy as never having existed. Nondisclosure or misrepresentation in relation to one policy may affect your ability to obtain insurance in the future.

### Cancellation Warning (Retention of Brokerage & Fees)

If a cover is cancelled before the expiry of the period of insurance, we will refund to you only the net return, which we received, from the insurer. We will not refund any part of the brokerage or policy fee we received for arranging the cover.

### 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 objective's, financial situation or needs. Therefore, before acting on this advice, you should consider the appropriateness of the advice having regard to your current objective's, financial situation or needs. If the advice provided relates to the acquisition or possible acquisition of a new insurance policy and the insurer has prepared a Product Disclosure Statement (PDS) we will have attached the PDS for your review. You should consider the PDS prior to making the decision to purchase this product. Further information regarding the income we have been paid by the insurer for this transaction is available upon request.

### “Average” or “Co-Insurance”

Some policies contain an “average” (otherwise called “co-insurance”) clause. This type of clause requires you to bear a proportion of each loss or claim if the sum insured is inadequate to cover the full potential loss. In effect, you are taken to have self-insured a proportion of the risk, because you have not insured the full value of the risk.

If you do not want average to apply, you must ensure that the level of your insurance is adequate whenever you arrange a new policy or renew an existing one. If your insurance is on a “reinstatement and replacement” basis (i.e. “new for old”), the sum insured must be for the full cost of replacing the insured property with new property.

### Waiver of Rights

Some policies contain a clause, which limits or excludes claims where the insured person has limited his or her rights to recover a loss from another person in circumstances where that other person is responsible for the loss. For example, this may happen where you have entered into a contract, which limits the liability, which the other contracting person would have been under in the absence of the contract. The insurance company must inform you in writing of the effect of this type of clause. If you have entered into, or propose to enter into a contract, which might limit your rights against another contracting person, please let us know immediately.

### “Claims Made” Covers

Some insurance policies operate on a so-called “claims made” basis. That means that they provide cover for claims made against you during the period of which you are insured, irrespective of when the circumstances giving rise to the claim occurred.

If your policy operates on a claims made basis, the insurance company must explain that if during the period you are insured you notify it of facts or circumstances which may give rise to a claim against you, then any claim which subsequently arises from those facts or circumstances is treated as being made during the period you were insured.

### Standard Cover

The Insurance Contracts Act Regulations set out the standard cover terms of motor vehicle, home buildings, home contents, sickness and accident, consumer credit and travel insurance. If an insurance company wishes to rely on a term, which is different from the standard cover terms, the insurance company must clearly inform you in writing of that different term. The insurance company may do so by giving you a copy of the policy.

Does the information an insurance company has to provide cover everything you need to know?

Not necessarily. You should not assume that the information an insurance company is required to give you covers all significant matters. There may be limits, exclusions and conditions in a particular policy, which are more important to you than any other matters an insurance company is required to inform you about. There may also be a “retroactive date”, so that a claim which arises from circumstances that occurred before retroactive date is excluded.

We are not responsible for volunteering information to you about particular insurance covers. If you want our advice about any aspect of your insurance, you must ask for it.

## FINANCIAL SERVICES GUIDE

The financial services referred to in this Financial Services Guide (FSG) are offered by **Wymark Sirius Insurance Brokers Pty Ltd (WSIB)** ABN: 11010863966 (Australian Financial Services Licence number 238769) and contains information about our services and charges, your rights as a client and other things you need to know in relation to insurance matters including how any complaints you may have will be dealt with. We trust it will assist you in deciding whether to use our services.

If you ask us to act as your general insurance broker, we will do so on the terms set out in this Guide. Unless you tell us otherwise in writing, we assume that you agree with these terms. Any terms which are specific to our relationship with you, may be contained in a Letter of Engagement. You might also receive some other documents after or at the time we advise you about your insurance needs including:

- Statements of Advice – these will be summaries of our advice and the basis on which it was provided;
- Product Disclosure Statements – these will contain information about the products we recommend to you; and
- Confirmation notices – these will confirm the details of transactions we have arranged on your behalf.

If you need more information or have any questions, please feel free to telephone us.

### About Us

We hold an Australian Financial Services Licence under the Corporations Act 2001 to provide financial product advice on, and deal in general insurance products. We are a member of the National Insurance Brokers Association and a member of IBNA Limited. We subscribe to the Insurance Brokers' Code of Practice.

### Our Services

We are committed to providing sound advice based upon your needs and our comprehensive market knowledge. We offer a range of services to assist you to protect your assets and your legal liabilities. These include:

- Reviewing and advising on your insurance needs;
- Arranging and renewing insurance contracts on your behalf;
- Arranging premium funding, if required;
- Assisting with insurance claims.

We can advise about and arrange general insurance products including corporate, commercial and retail insurance programs tailored to your needs. To enable us to provide advice, which is appropriate to your circumstances, we will need you to provide us with complete information about the risk(s) to be insured, your situation and your needs and objectives. You should also tell us about any relevant changes as they occur.

### Important Relationships

We are a privately owned insurance advisory firm.

We are also a Shareholder of IBNA Limited ("IBNA"). IBNA is a national marketing group that provides us with access to a range of resources and develops products and services for our clients. This assists us when we provide services to you by giving:

- Access to insurance products underwritten by a wide range of insurers.
- Access to insurance products that provide wide insurance cover.
- Access to consultants with specialised skills in certain risk products and services

### How We Will Look After Your Insurance Needs

You can provide us with instructions in person, by telephone, email or in writing.

### New Business

Contact us as soon as possible if you need cover for a risk or property that is not insured. If you need immediate cover, we can usually obtain an interim contract of insurance (which is generally valid for a month or less). To arrange this, we will need details of the property or risk and all other information, which you need to disclose to the insurer. We will then send you a proposal for completion. You will need to complete and sign this and return it to us as soon as possible and before the interim cover expires. We will send the original insurance contract documents as soon as your insurer issues them correctly. As these are legal documents, you should keep them in a safe place.

### Renewals

We will give you at least 14 days notice of expiry of any insurance contract, which we arranged or last renewed for you. At that time we will send you an offer to renew the insurance contract and invoice you for the cost of renewal. For commercial insurances we will renew the insurance after we have considered whether it meets your needs. Unless you tell us otherwise, we will automatically renew your personal insurances to ensure you continue to be covered. If there is a change to your circumstances, please notify us as soon as possible. This will allow us to assess the appropriateness of your personal insurances and whether you require further advice from us. In some circumstances we may be able to arrange for the insurer to cover you temporarily before payment is received, but we cannot guarantee this. We will notify you when renewal has been effected. If you arranged or renewed insurance directly with an insurer or through another broker, we will not be responsible for notifying you of expiry or arranging renewal unless you ask us to do so.

### Variations

You should carefully monitor and review that your insurance contract is adequate to cover your assets or business activities. If you want to vary any cover, eg 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 provide you with written confirmation.

### Claims

We will receive your claims notifications, assist and advise you regarding the scope of cover and pass the information to the insurer. If a loss adjuster is appointed we shall, with your permission, pass on your contact details and co-ordinate meetings. In the case of a major loss, we can attend the initial meeting with the loss adjuster if you wish us to. We will promptly forward to you all claims documentation, insurance company settlement cheques and other information.

If any claims are outstanding when you terminate our appointment as your insurance broker, we will:

- Negotiate settlement on your behalf subject to a claim service fee (to be agreed) or,
- Provide details of the claim(s) to your new insurance broker so that they may continue to negotiate settlement on your behalf.

## **Fees For Our Services**

You are entitled to know how and what we will charge for our services and what other benefits we receive.

Our remuneration

- The relevant insurers pay us commission when we arrange insurances on your behalf. As a general rule, the insurer will pay us an amount based on a percentage of the base premium. The rate ranges from 0 to 25% depending on the product.
- We charge a non refundable Broker fee on most policies. The amount depends on the product arranged and the time we spend on placing the business.

Fees and commission are our main source of income and cover the cost of providing services to you. Our charges include GST. Some of our charges may be tax deductible. If we hold your money in trust pending payment to the insurer, we also receive the interest earned. We will provide you with specific information about the basis and amount you will be charged before or at the time we arrange your insurance.

We have also entered into an agreement with Aleron Underwriting Pty Ltd to provide new products and services to our clients which will be underwritten by Hollard Insurance Company Limited. The shareholders of Aleron Underwriting Pty Ltd are Directors of WSIB. As shareholders they may from time to time expect to receive a share in the company's profit based on a profit share formula after deduction of claims and expenses. The % of profit payable may vary and is not guaranteed.

## **How Are Our Advisers Paid**

Our advisers are usually paid in two ways – salary, and a bonus or incentives that are based on a number of factors including achievement of company goals. If a person has referred you to us, we may pay them between 0 to 35% of our remuneration. This will not increase the amount you pay us.

## **Cooling Off Period**

For retail clients, you have a right to cancel and return the Insurance Contract and receive a refund of premium at any time within 14 days from the earlier of the date confirmation was received or the end of the fifth day after the insurance contract was sold. Full details of the particular Insurers "cooling off" statement will be found in the Insurers "Product Disclosure statement".

## **Professional Indemnity**

We arrange and keep current a Professional Indemnity Policy. This policy intends to indemnify WSIB should our client's suffer a financial loss arising out of alleged misconduct by the way of negligent advice, or acts of errors or omission, by our advisors in their dealings with you. The policy will indemnify for the conduct of advisors no longer working for us.

## **Terms Of Payment**

### **Invoices**

We will invoice you for the premium, statutory charges (eg stamp duty, fire services levy, etc) and any fees we charge for arranging your insurances. You must pay us upon receipt 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, we will tell the insurer. The insurer has the right to 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 credit card (incl. arrangement & handling) fee, which is always disclosed and shown separately on our invoices to you, they are non refundable. This fee reimburses us for the bank interest, extra charges/costs and internal time generated for credit card use.

### **Premium Funding**

Premium funding products enable you to pay your premiums by instalments. Premium funders do charge interest. 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 if you ask us.

### **Privacy**

We are committed to protecting your privacy. We use the information you provide to advise about and assist with your insurance needs. We only provide your information to the insurance companies with whom you choose to deal (and their representatives). We do not trade, rent or sell your information. You can check the information we hold about you at any time. For more information about our Privacy Policy, ask us for a copy.

### **Complaints and Disputes**

If you are not fully satisfied with our services, please telephone our complaints officer. We will acknowledge your complaint in writing and endeavour to resolve the matter within 20 days. We are a member of the Financial Ombudsman Service (**FOS**). If your complaint cannot be resolved to your satisfaction by us you have the right to refer the matter to FOS. The FOS can be contacted at Level 12, 717 Bourke Street, Docklands 3008 or by post at GPO Box 3, Melbourne 3001, Ph:1300780808 Fax:0396136399 Email:[info@fos.org.au](mailto:info@fos.org.au) Website:[www.fos.org.au](http://www.fos.org.au)

If you have any further questions about the financial services we provide, please don't hesitate to contact us.

Please retain this document for your reference and any future dealings with us.

### **Contact Details:**

Wymark Sirius Insurance Brokers Pty Ltd  
PO Box 2310, Southport, Qld 4215  
Level 4, 12 Short Street, Southport, Qld 4215  
Telephone: 07 5591 1277  
Facsimile: 07 5532 9446  
Email: [info@wysir.com.au](mailto:info@wysir.com.au)

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# OUR PRIVACY STATEMENT

At Wymark Sirius Insurance Brokers Pty Ltd we are committed to protecting your privacy in accordance with the privacy Act 1998 (Cth). This Privacy Statement describes our current policies and practices in relation to the handling and use of personal information.

## What information do we collect and how do we use it?

When we arrange insurance on your behalf, we ask you for the information we need to advise you about your insurance needs and management of your risks. We provide any information that the insurers or intermediaries who we ask to quote for your insurances and premium funding require to enable them to decide whether to insure you and on what terms. Insurers may in turn pass on this information to their reinsurers. Some of these companies are located outside Australia.

When you make a claim under your policy, we assist you by collecting information about your claim. Sometimes we also need to collect information about you from others. We provide this information to your insurer (or anyone your insurer has appointed to assist it to consider your claim, e.g.. loss adjusters, medical advisers etc.) to enable it to consider your claim. Again this information may be passed on to reinsurers.

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

We can only fully advise you if we have all relevant information. The insurance laws also require you to provide your insurers with all the information they need in order to be able to decide whether to insure you and on what terms.

## How do we hold and protect your information?

We strive to maintain the reliability, accuracy, completeness and currency of the personal information we hold and to protect its privacy and security. We keep personal information only for as long as is reasonably necessary for the purpose for which it was collected or to comply with any applicable legal or ethical reporting or document retention requirements. We hold the information we collect from you within our office premises which are located on the 4th floor of a modern, secured professional office building and, if in electronic data form, on our secure server.

We ensure that your information is safe by ensuring the physical location of both our IT equipment and hard copy records are protected by appropriate commercial locking devices and after hours patrols and that our server has appropriate protection protocols as recommended and supervised by our IT consultant.

If you forward us information whilst making a request of us via this site, we will only use that information in our endeavors to satisfy your specific request. Refer to previous statement concerning how we use your information.

We also use your information to send you requested product information and promotional material and to enable us to manage your ongoing requirements. eg. renewals, and our relationship with you, eg invoicing, client surveys etc.

We may occasionally notify you about new services and special offers, events or articles we think will be of interest to you. We may send you regular updates by email or by post on insurance matters. If you would rather not receive this information, email or write to us.

We may use your information internally to help us improve our services and help resolve any problems.

**Anonymous data** - We use technology to collect anonymous information about the use of our website, for example when you browse our website our service provider logs your server address, the date and time of your visit, the pages and links accessed and the type of browser used. It does not identify you personally and we only use this information for statistical purposes and to improve the content and functionality of our website, to better understand our clients and markets and to improve our services.

**Cookies** - In order to collect this anonymous data we may use "cookies". Cookies are small pieces of information which are sent to your browser and stored on your computer's hard drive. Sometimes they identify users where the website requires information to be retained from one page to the next. This purely to increase the functionality of the site. Cookies by themselves cannot be used to discover the identity of the user. Cookies do not damage your computer and you can set your browser to notify you when you receive a cookie so that you can decide if you want to accept it. They allow the website to recognise your computer when you return in the future.

## Will we disclose the information we collect to anyone?

We do not sell, trade, or rent your personal information to others. We may need to provide your information to contractors who supply services to us, e.g. to handle mailings on our behalf or to 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 your information in the same way that we do. We may provide your information to others if we are required to do so by law or under some unusual other circumstances which the Privacy Act permits.

## How can you check, update or change the information we are holding?

Upon receipt of your written request 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/- Wymark Sirius Insurance Brokers Pty Ltd  
PO Box 2310  
Southport QLD 4215

We do not charge for receiving a request for access to personal information or for complying with a correction request. We do not charge for providing access to personal information.

## Your Consent

By asking us to assist with your insurance needs you consent to the collection and use of information you have provided to us for the purposes described above.

## Tell us what you think

We welcome your question and comments about privacy. If you have any concerns of complaints, please contact The Privacy Officer.

Ph: 07 5591 1277 or e-mail to [info@wysir.com.au](mailto:info@wysir.com.au)