

# FINANCIAL SERVICES GUIDE

GENERAL INSURANCE BROKERS OF AUSTRALIA PTY LIMITED

VERSION 3

Issue Date 1 September 2021



The financial services referred to in this financial services guide (FSG) are offered by:

General Insurance Brokers of Australia Pty Ltd (GIBA) ABN 94 135 132 455

Suite 1105, 109 Pitt Street Sydney NSW 2000  
PO Box R1856 Royal Exchange NSW 1225

**T** 02 9221 7122

**E** [info@giba.com.au](mailto:info@giba.com.au)

**W** [giba.com.au](http://giba.com.au)

GIBA holds a current Australian Financial Services Licence No: 342546 and is responsible for the financial services that GIBA and its Authorised Representatives provides to you. GIBA is also responsible for the content and distribution of this FSG. The distribution of this FSG by its Authorised Representatives is authorised by GIBA.

#### ABOUT THIS FINANCIAL SERVICES GUIDE

This Financial Services Guide (FSG) sets out the services that we can offer you. It is designed to assist you in deciding whether to use any of those services and contains important information about:

- the services we offer you.
- How we manage your privacy
- how we and others 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.
- Our terms of engagement
- Your obligations

This FSG applies and is current at the date of issue and remains valid unless a further FSG is issued to replace it. We may give you a supplementary FSG. It will not replace this FSG but will cover services not covered by this FSG.

In this FSG, the words "we", "our" or "us" is a reference to General Insurance Brokers of Australia (GIBA) and our Authorised Representatives (ARs). "You" and "your" refer to you as our client or the insured person.

This FSG is also available on our website at [giba.com.au](http://giba.com.au). This FSG including [Broker Profile](#) is available through your Authorised Representative either on their website or on request

# Table of Contents

<b>WHO WE ARE</b>	<b>4</b>
ABOUT GIBA	4
SERVICES THAT WE PROVIDE	4
ABOUT OUR AUTHORISED REPRESENTATIVES	4
WHO WE ACT FOR	4
CODE OF PRACTICE	4
LACK OF INDEPENDENCE	4
<b>INFORMATION FOR RETAIL CLIENTS</b>	<b>4</b>
PROVISION OF GENERAL ADVICE	4
PROVISION OF PERSONAL ADVICE	4
WHAT ADVICE WILL I RECEIVE?	5
PRODUCT DISCLOSURE STATEMENT	5
COOLING OFF PERIODS	5
HOW TO INSTRUCT US	5
INFORMATION WE MAINTAIN IN YOUR FILE	5
<b>PROTECTING YOUR PRIVACY</b>	<b>5</b>
IMPORTANT PRIVACY NOTICE AND CONSENT	5
WHAT WE DO	5
WHAT WE EXPECT OF YOU	5
CONTACTING US AND OPTING OUT	6
<b>REMUNERATION AND ASSOCIATE PAYMENTS</b>	<b>6</b>
HOW WE ARE PAID	6
COMMISSIONS, FEES & OTHER BENEFITS	6
AUTHORISED REPRESENTATIVES	6
EMPLOYEE SALARIES AND BENEFITS	6
MATERIAL RELATIONSHIPS AND ASSOCIATIONS	6
PREMIUM FUNDING	6
REFERRERS AND DISTRIBUTORS	7
WHOLESALE OR PLACEMENT BROKER	7
OTHER REFERRAL RELATIONSHIPS	7
<b>WHAT TO DO IF YOU HAVE A COMPLAINT</b>	<b>7</b>
INTERNAL DISPUTE RESOLUTION	7
EXTERNAL DISPUTE RESOLUTION	7
COMPENSATION FOR CLIENT LOSSES	7
<b>OUR TERMS OF ENGAGEMENT</b>	<b>7</b>
HOW WE WILL COMMUNICATE WITH YOU	7
OUR PAYMENT TERMS	8
CONTINUITY OF COVER (AUTOMATIC RENEWALS)	8
PERIOD OF ENGAGEMENT	8
NO LIABILITY FOR OTHER BROKER ADVICE	8
<b>OTHER IMPORTANT INFORMATION</b>	<b>8</b>
YOUR DUTY OF DISCLOSURE	8
UTMOST GOOD FAITH	8
UNNAMED PARTIES	8
CHANGE OF RISK OR CIRCUMSTANCES	8
REVIEW AND INFORM	8
SUBROGATION & CONTRACTUAL LIABILITY AND YOUR INSURANCE COVER	9
CONFLICTS OF INTEREST	9
ANY QUESTIONS?	9
ESSENTIAL READING OF THE POLICY WORDING	9
<b>POLICY SPECIFIC NOTES</b>	<b>9</b>
AVERAGE OR CO-INSURANCE	9
CLAIMS MADE DURING THE PERIOD OF INSURANCE	9
CLAIMS OCCURRING PRIOR TO COMMENCEMENT	9
NOT A RENEWABLE CONTRACT	9
LEASING, HIRING, AND BORROWING OF PROPERTY	9
<b>INSURANCE COVERS AVAILABLE</b>	<b>10</b>
<b>BROKER PROFILE</b>	<b>11</b>
CORPORATE AUTHORISED REPRESENTATIVE	11
AUTHORISED REPRESENTATIVE	11

## WHO WE ARE ABOUT GIBA

GIBA holds an Australian Financial Services Licence ("AFSL") and is responsible for the financial services that its Authorised Representatives provide to you, or through you to your family members, employees or association members, and the distribution of this FSG.

## SERVICES THAT WE PROVIDE

The AFSL authorises GIBA to carry on a financial services business by providing financial product advice and dealing in financial products by applying for, acquiring, varying or disposing of those products on behalf of another person.

The services are provided to both Retail Clients and Wholesale Clients. The financial product class for which GIBA is authorised to provide these services in the product class is General Insurance.

## ABOUT OUR AUTHORISED REPRESENTATIVES

The Authorised Representative(s) as detailed in the Adviser Profile attached or incorporated by reference to this FSG is authorised under GIBA's AFSL to provide specific authorised services on behalf of GIBA.

Together we act on your behalf; however, if that changes at any time, we will provide you details in writing.

GIBA's Authorised Representatives have been recognised by GIBA as experienced professionals in their chosen business fields and who are committed, together with GIBA, to provide quality service and advice on financial products requested by our clients.

Each individual Authorised Representatives will have authority to provide general and personal advice on General Insurance Products.

GIBA's Authorised Representatives may not be authorised to provide advice and deal in all the products that GIBA is licenced to provide. Details on individual authorisations for each Authorised Representative are available from your authorised representative.

## WHO WE ACT FOR

We provide financial services on your behalf.

Sometimes we will act on behalf of an insurer under a binder or agency agreement, which means that we represent and act for the insurer, not for you. We will tell you if this applies to the services that we provide to you.

We may also appoint distributors under specific agreements, which allows them to distribute certain insurance products on our behalf. These distributors do not have the authority to provide any advice on financial products.

## CODE OF PRACTICE

GIBA is a proud member of the National Insurance Brokers Association (NIBA) and are bound by their Code of Conduct. We also subscribe to the Insurance Brokers Code of Practice. We are committed to fair and timely resolution of issues, the promotion of informed and effective relationships between us, our clients, insurers and others involved in the insurance industry. A copy of

the Insurance Brokers Code of Practice can be found on NIBA's website [www.niba.com.au/codeofpractice](http://www.niba.com.au/codeofpractice).

## LACK OF INDEPENDENCE

GIBA and its Authorised Representatives are not independent, impartial or unbiased because we:

- a) receive commissions for the advice we provide on general insurance products; and
- b) we may hold material relationships with product issuers, associations and other third parties.

For further information please see section *Remuneration and Associate Payments*.

## INFORMATION FOR RETAIL CLIENTS

The following information relates specifically to our Retail clients. The Corporations Act 2001 (Cth) defines a Retail Client as:

Individuals or a small business that employs less than 20 people, or if a manufacturing business, employs less than 100 people.

AND

When the services that we provide are in relation to one or more of these types of insurances: Motor vehicle, Home buildings/contents, Sickness and Accident, Consumer Credit, Travel, Personal and Domestic Property or as defined in the Corporations Act 2001 and the relevant Regulations.

## PROVISION OF GENERAL ADVICE

If we provide you with General Advice (or assist you in obtaining a Retail insurance product as defined in the Corporations Act 2001), we are providing you with a general recommendation or opinion about a product which does not take into consideration your financial needs, situation or objectives. In these circumstances we will provide you with a General Advice Warning. We recommend that you read the relevant Product Disclosure Statement (PDS) in order to determine if that product is right for you. The PDS will contain information about the particular policy which will enable you to make an informed decision about purchasing that policy.

## PROVISION OF PERSONAL ADVICE

If we give our Retail Clients personal advice we will take into account individual objectives, financial situations and needs. To do this we will require information about your personal objectives, details about your current financial situation, and any other relevant information.

We will, if required, provide a Statement of Advice (SOA), Record of Advice (ROA) or Letter of Advice (LOA). This information may include the advice that we have given you, the basis of the advice and other information on our remuneration and any relevant associations or interests.

When you ask us to recommend an insurance policy for you, we will usually only consider the policies offered by the insurers or insurance providers that we deal with regularly. In giving you advice about the costs and



terms of recommended policies we have not compared those policies to other policies available, other than from those insurers we deal with regularly.

### **WHAT ADVICE WILL I RECEIVE?**

Not all clients want or expect tailored or personal advice. We will advise you of the type of advice we are providing, either General or Personal (tailored).

If you have a preference or require personal advice, please indicate this to your Authorised Representative. We will need information about your personal objectives, details of your current financial situation and any relevant information, so that we can arrange insurance policies for you, issue insurance policies to you or to give you advice about your insurance needs. We will ask you for the details that we need to know.

In some cases, we will not ask for any of this information. If we do not ask, or if you do not give us all the information we ask for, any advice you receive may not be appropriate to your needs, objectives and financial situation.

You should read the warnings contained in any SOA, or any other warnings that we give you, carefully before making any decision about an insurance policy.

Where we provide you with advice about your insurance arrangements, that advice is current at the time that we give it. We will review your insurance arrangements when you inform us about changes in your circumstances, at the time of any scheduled status review or upon renewal of your insurances.

### **PRODUCT DISCLOSURE STATEMENT**

If we offer to arrange the issue of an insurance policy to you, we will also provide you with, or pass on to you, a product disclosure statement (PDS), unless you already have an up to date PDS from the insurer. The PDS will contain information about the particular policy, which will enable you to make an informed decision about purchasing that product.

### **COOLING OFF PERIODS**

Your PDS will contain information relating to your cooling off rights. You may be entitled to a minimum of 14 days cooling off period, from the date the cover commences, during which you can cancel your policy and receive a refund of all money paid. Cooling off periods can vary so you should check your policy carefully and contact us if you have any questions about your cooling off rights.

### **HOW TO INSTRUCT US**

You can contact me/us to give me/us instructions by post, phone, fax or email on the contact number or details mentioned within the Authorised Representatives Advisor Profile or the contact details within this FSG.

### **INFORMATION WE MAINTAIN IN YOUR FILE**

GIBA maintains a record of your personal profile, including details of insurance policies that we arrange or issue for you. GIBA may also maintain records of any recommendations or advice given to you. GIBA will retain this FSG and any other FSG given to you as well as any SOA or PDS that we give or pass on to you for the period required by law.

If you wish to look at your file, please ask us. We will arrange for you to do so.

## **PROTECTING YOUR PRIVACY**

We are committed to the protection of your privacy and handle your personal information in accordance with the Australian Privacy Principles and the Privacy Act 1988 (Cth). A copy of GIBA's privacy policy is available on request. A copy is also available on GIBA's website, [www.giba.com.au](http://www.giba.com.au).

### **IMPORTANT PRIVACY NOTICE AND CONSENT**

This statement tells you how General Insurance Brokers of Australia Pty Ltd (GIBA) collects, uses and discloses personal information.

"Personal Information" is information about, and which identifies individuals, including, for example, an individual who is an insured and an individual who may simply be referred to in the application for cover or claim form (ie director, claimant, witness etc). It is important you read, understand, and agree to the following, which applies from 1 January 2010.

### **WHAT WE DO**

We collect personal information to be able to provide you with our various services. These include: insurance broking, claims management, risk management consulting, other forms of insurance services (including underwriting and reinsurance), employee benefits, superannuation and investment advisory services. Other purposes include, helping to develop and identify products and services that may interest clients, conducting market or customer satisfaction research, developing, establishing and administering alliances and other arrangements with other organisations in relation to the promotion, administration and use of our respective products and services. For more information on our services please contact us. If we don't get the personal information we need, we or any third parties we disclose the information to may not be able to provide appropriate services.

We disclose personal information to third parties where we believe it is necessary to assist us in providing our services. For example, in arranging and managing your insurance needs we will usually provide information to insurers, reinsurers, other insurance intermediaries, insurance reference bureaux, our advisers such as loss adjusters, lawyers and accountants, and others involved in the claims handling process. We also provide it to purchasers of our business and related companies.

We limit the use and disclosure of any personal information provided by us to such third parties to the specific purpose for which we supplied it (except with the individual's consent).

We take reasonable steps to ensure that whenever we collect, use or disclose personal information, it is accurate, complete, and up-to-date.

### **WHAT WE EXPECT OF YOU**

When you provide us with personal information about other individuals, we rely on you to have made them aware that you will or may provide their information to us, the purposes we use it for, the types of third parties

we disclose it to and how they can access it (as described in this document). If it is sensitive information, we rely on you to have obtained their consent to the above. If you have not done either of these things, you must tell us before you provide the relevant information. If we give you personal information, you and your representatives must only use it for the purposes we agreed to.

## CONTACTING US AND OPTING OUT

If we send you any information about services or products, or you do not want us to disclose your personal information to any other organisation (including related bodies corporate) you can opt out. If you would like to opt out, obtain a copy of our Privacy Policy or seek access to your personal information contact our Privacy Officer on 02 9221 7122 or email [info@giba.com.au](mailto:info@giba.com.au)

If you do not notify us otherwise, before next dealing with us, you confirm agreement to the above on your own behalf and /or on behalf of those you represent.

## REMUNERATION AND ASSOCIATE PAYMENTS

### HOW WE ARE PAID

Payment for the services we provide you are payable directly to GIBA. For each insurance product, the insurer will charge a premium that includes any relevant taxes, charges and levies. GIBA often receives a payment based on a percentage of this premium (excluding relevant taxes, charges and levies) called commission, which is paid to GIBA by the insurers. In some cases, you will also be charged a fee. These will all be shown on the invoice that is sent to you.

You can choose to pay for our services by any of the payment methods set out in the invoice. You are required to pay GIBA within the time set out on the invoice.

If there is a refund or reduction of your premium as a result of a cancellation or alteration to a policy, or based on a term of your policy (such as a premium adjustment provision), we will retain any fee we have charged you. We will also retain commission depending on our arrangements with the insurer, or charge you a cancellation fee equal to the reduction in commission.

When you pay us your premium it will be banked into GIBA's trust account. GIBA will retain the commission from the premium you pay us and remit the balance to the insurer in accordance with GIBA's arrangements with the insurer. GIBA will earn interest on the premium while it is in their trust account or GIBA may invest the premium and earn a return. GIBA will retain any interest or return on investment earned on the premium.

## COMMISSIONS, FEES & OTHER BENEFITS

If we give you personal advice, we will inform you of any fees, commission or other payments we, our associates or anyone referring you to us (or us to any insurer) will receive in relation to the policies that are the subject of the advice.

GIBA  
GIBA's commission will be calculated based on the following formula:

$$X = Y\% \times P$$

In this formula:

X = GIBA's commission

Y% = the percentage commission paid to GIBA by the insurer. GIBA's commission varies between 0 and 30%.

P = the amount you pay for any insurance policy (less any government fees or charges included in that amount).

GIBA may charge a fee in addition to or in lieu of commissions. This fee will be disclosed within any quotation provided prior to services rendered or insurance policy placed.

## AUTHORISED REPRESENTATIVES

The Authorised Representative will generally receive 80% of GIBA's commission for the provision of services unless otherwise agreed.

## EMPLOYEE SALARIES AND BENEFITS

Our employees and those of our Authorised Representatives that assist you with your insurance needs will be paid a market salary and may receive a bonus payment for meeting Key Performance Indicators and business targets.

## MATERIAL RELATIONSHIPS AND ASSOCIATIONS

GIBA is a Steadfast Group Limited (Steadfast) Member Broker. Steadfast has exclusive arrangements with some insurers and premium funders (Partners) under which Steadfast will receive between 0.5 – 1.5% commission for each product arranged by GIBA with those Partners. Steadfast is also a shareholder of some Partners.

Depending on the operating costs of Steadfast (including the costs of Partner services provided by Steadfast to us and other Network brokerages) and the amount of total business we place with the participating insurers in any financial year, we may receive a proportion of that commission at the end of each financial year (or other agreed period).

As a Steadfast Network Broker, GIBA has access to member services including model operating and compliance tools, procedures, manuals and training, legal, technical, banking and recruitment advice and assistance, group insurance arrangements, product comparison and placement support, claims support and group purchasing arrangements. These member services are either funded by Steadfast, subsidised by Steadfast or available exclusively to Steadfast Network Brokers for a fee.

You can obtain a copy of Steadfast's FSG at [www.steadfast.com.au](http://www.steadfast.com.au)

## PREMIUM FUNDING

If we arrange premium funding for you GIBA may be paid a commission by the premium funder. We may also charge you a fee (or both). The commission that GIBA is paid by the premium funder is usually calculated as a percentage of your insurance premium (including government fees or charges). If you instruct us to arrange or issue a product, this is when GIBA become entitled to the commission.

GIBA's commission rates for premium funding are in the range of 0% to 4.5% of funded premium. When we

arrange premium funding for you, you can ask us what commission rates GIBA are paid for that funding arrangement compared to the other arrangements that were available to you.

## **REFERRERS AND DISTRIBUTORS**

In some cases, another person or company may introduce you to us or refer us to an insurer. In return, we may share our commission or fees with them, or pay them an agreed fee. If we do, the amount is paid out of our commission or fees, generally in the range of 0% to 30%.

If we give you personal advice, we will inform you of any fees, commission, or other payments we, our associates or anyone referring you to us (or us to any insurer) will receive in relation to the policies that are subject to the advice.

GIBA may appoint distributors under specific agreements to distribute certain insurance products on our behalf. These distributors do not have the authority to provide financial product advice. We may pay our distributors a commission or fee out of our commission and fees (not in addition to those amounts) in the range of 0% to 30%, for arranging a new policy for you or issuing renewals on our behalf.

## **WHOLESALE OR PLACEMENT BROKER**

We may also engage a placement broker or wholesale broker to assist in arranging your insurance. In these instances, we will pay commissions to that broker or adviser out of our commission or fees (not in addition to those amounts), in the range of 0 to 75%.

Vice Versa, we may act in the compacity of a placement broker or wholesale broker to assist in arranging your insurance. We may receive commissions from your lead broker or adviser out of their commission or fees (not in addition to those amounts), in the range of 0 to 75%.

## **OTHER REFERRAL RELATIONSHIPS**

There may be instances where GIBA or its Authorised Representatives refer you to other service providers or incorporate other service providers into our solution for you. In these circumstances GIBA or the Authorised Representative may receive a referral fee. The referrer fee will be incorporated in the overall service fee charged to you by the referred service provider and will not come as an additional cost to you. Your Authorised Representative will inform you at the time of making a referral if any referral relationship exists and the potential commission that they may receive.

## **WHAT TO DO IF YOU HAVE A COMPLAINT**

We are committed to providing quality services to our clients. This commitment extends to giving you easy access to people and processes that can resolve a service, issue or complaint.

## **INTERNAL DISPUTE RESOLUTION**

If you have a complaint about the service provided to you, please address your enquiry or complaint to the Authorised Representative providing the service.

If the Authorised Representative is not able to resolve the issue immediately or within five (5) days, it will be referred to the GIBA Complaints Officer, who will review

the complaint and advise you in writing of the expected time for resolution and other important details in accordance with GIBA's Complaints Handling Policy.

You can also refer your enquiry or complaint to the GIBA Complaints Officer at any time using the contact details below.

GIBA Complaints Officer  
PO Bx R1856 Royal Exchange NSW 1225  
T 02 9221 7122  
E [info@giba.com.au](mailto:info@giba.com.au)

GIBA will try to resolve your complaint quickly and fairly. More complex complaints may take 30 days to resolve. If you are not satisfied with our final response, you may lodge a complaint or refer the matter externally.

## **EXTERNAL DISPUTE RESOLUTION**

GIBA is a member of the Australian Financial Complaints Authority (AFCA). If your complaint cannot be resolved to your satisfaction by us, you have the right to refer the matter to AFCA. AFCA provides fair and independent financial services complaint resolution that is free to customers. The AFCA can be contacted at:

Australian Financial Complaints Authority  
GPO Box 3, Melbourne, VIC 3001  
T 1800 931 678  
E [info@afca.org.au](mailto:info@afca.org.au)  
Website - [www.afca.org.au](http://www.afca.org.au)

## **COMPENSATION FOR CLIENT LOSSES**

GIBA has a Professional Indemnity (PI) Insurance policy in place. The policy adequately covers GIBA and certain Authorised Representatives and their employees for claims made against them by clients as a result of their conduct in the provision of financial services. Other Authorised Representatives maintain separate Professional Indemnity Insurance.

GIBA has taken careful and reasonable steps to ensure that all policies are current and satisfy the requirements under section 912B of the Corporations Act 2001 (Cth) for compensation arrangements.

## **OUR TERMS OF ENGAGEMENT**

In the absence of a formal written agreement with us, the following terms of engagement apply to the services we provide to you.

## **HOW WE WILL COMMUNICATE WITH YOU**

Wherever possible, we will exchange information with you using email. This includes the provision of disclosure documents (including Financial Services Guides and Product Disclosure Statements), which will be sent via email or as links to our websites.

Where you have provided us with an email address, we will use that email address for all correspondence and disclosure notices.

If you do not wish to correspond with us via email or do not wish to receive disclosure documents from us in this way, please advise us and we will update our records accordingly.

Occasionally, we may send you information about services or products that may be of interest to you. If you do not wish to receive this information, you can opt out by notifying us.

## **OUR PAYMENT TERMS**

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. Your invoice will state the amount you need to pay and the due date they are payable. Our usual payment terms are 14 days from the invoice date.

If you do not pay the premium on time, the insurer may have the right to cancel the policy. The insurer may also charge a short-term penalty premium for the time on risk.

## **CONTINUITY OF COVER (AUTOMATIC RENEWALS)**

It is important that you maintain continuity of cover. In some circumstances, such as where we have been unable to contact you, we will automatically renew your policy with the existing insurer as per the expiring cover details. If you do not require the cover, you must advise us as soon as possible. A short-term premium may apply.

Where an automatic renewal arrangement is in place, you can contact us at any time and instruct us to stop automatic renewals.

## **PERIOD OF ENGAGEMENT**

Unless we agree otherwise, our appointment will continue until such time as you cancel this arrangement.

## **NO LIABILITY FOR OTHER BROKER ADVICE**

If you use multiple insurance brokers or engage with insurers directly as part of your overall insurance programme, we do not accept any liability for services provided to you by any other insurance broker other than ourselves and our appointed representatives.

## **OTHER IMPORTANT INFORMATION**

### **YOUR DUTY OF DISCLOSURE**

Before you enter into a contract of insurance, you have a duty under the Insurance Contracts Act 1984, to tell the Insurer anything that you know or could reasonably be expected to know, which may affect the Insurer's decision to insure you and on what terms.

You have this duty until the Insurer agrees to insure you.

It also applies before you renew, extend, vary or reinstate an insurance contract.

You do not need to disclose anything that:

- reduces the risk to insure you; or
- is common knowledge; or
- the Insurer knows or should know as an insurer; or
- the Insurer has waived your duty to tell disclose

If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both. If your failure

to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

If we choose not to avoid the contract, we may, at any time, reduce the amount you have been insured for. This would be worked out using a formula that takes into account the premium that would have been payable if you had told us everything you should have.

If we choose not to avoid the contract or reduce the amount you have been insured for, we may, at any time vary the contract in a way that places us in the same position we would have been in if you had told us everything you should have.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

Put simply

You should answer all questions honestly and not withhold any information that is relevant and may put at risk your ability to make a claim.

It is always better to disclose if in doubt or unsure if information is relevant or not, to avoid any possible issues at time of claim. It is not worth chancing it.

You have this duty even after the application for cover is completed, until the Insurer has issued a policy to you.

## **UTMOST GOOD FAITH**

Every contract of insurance is subject to the doctrine of utmost good faith, which requires that the parties to the contract should act toward each other with the utmost good faith. Failure to do so on your part may prejudice any claim or the continuation of cover provided by Insurers.

## **UNNAMED PARTIES**

In most cases, the insurable interest of lessors, financiers, trustees, mortgagees, owners and all other parties who have a legal interest or charge over the Property Insured are automatically included as third-party beneficiaries without needing to be noted on the Policy.

If you require a person to be named as a co-insured, joint insured or insured person to be covered by your policy, you must request this. Please note, we cannot guarantee that an insurer will accommodate a request to include a further party as an insured on your policy.

If this is a requirement under a contract or agreement, do not sign the contract without checking with us as to whether the insurer is prepared to include the other party as an insured.

## **CHANGE OF RISK OR CIRCUMSTANCES**

It is vital that you advise us of any changes to your company's usual form of business. For example, acquisitions, changes in occupation or location, new products, or new overseas activities. Please contact us if you are in any doubt as to whether your insurer should be notified of certain changes.

## **REVIEW AND INFORM**

The Policy Schedule, Wordings and other documentation contains important information about



your cover and advice provided. It is in your own best interests to read these documents without delay and advise us, in writing, of any aspects which are not clear to you or where any aspect of the cover does not meet with your requirements.

### **SUBROGATION & CONTRACTUAL LIABILITY AND YOUR INSURANCE COVER**

Some policies contain provisions that either exclude or reduce the insurer's liability, if you have entered into an agreement that excludes or limits your rights to recover damages from another party.

You may prejudice your rights with regard to a claim if, without prior agreement from your Insurers, you make any agreement with a third party that will prevent the Insurer from recovering the loss from that, or another party who would be otherwise liable.

Examples of such agreements are the "hold harmless" clauses, which are often found in leases, property management contracts, maintenance or supply contracts from burglar alarm or fire protection installers and repair contracts.

You should seek legal advice before signing and accepting contracts.

We may be able to negotiate with your insurer to permit these contacts and request that you inform us of any clauses of this nature before signing any lease or contract.

### **CONFLICTS OF INTEREST**

We have a conflicts management policy in place for identifying and managing actual or potential conflicts of interest. Where our own interests' conflict with any duty we owe you, we will not proceed until we have fully informed you of this conflict and you have provided us with your informed consent.

### **ANY QUESTIONS?**

If you have any further questions about the financial services Ingenium Insurance or GIBA provides, please contact us.

Please retain this document for your reference and any future dealings with Ingenium Insurance or GIBA.

### **ESSENTIAL READING OF THE POLICY WORDING**

The policy wordings have been provided to you or will be passed to you as soon as they are received from Insurers. It is in your own best interests to read these documents without delay and advise your Account Manager, in writing, of any aspects which are not clear to you or where any aspect of the cover does not meet with your requirements.

### **POLICY SPECIFIC NOTES AVERAGE OR CO-INSURANCE**

Some policies contain an Average/Co-Insurance clause, which means that you must insure for the full insurable value of the property insured. If you under-insure, your claim may be reduced in proportion to the amount of the under- insurance.

### **CLAIMS MADE DURING THE PERIOD OF INSURANCE**

Some policies (for example, Professional Indemnity insurance) provide cover on a "claims made" basis, which means that claims first advised to you (or made against you) and reported to your insurer during the Period of Insurance are recoverable irrespective of when the incident causing the claim occurred, subject to the provisions of any clause relating to a "retroactive date".

You should also note that, in terms of the provisions of Section 40(3) of the Insurance Contracts Act 1984, where you give notice in writing to the Insurer of facts that might give rise to a claim against you as soon as is reasonably practicable after you become aware of those facts (but before the insurance cover provided by the contract expires) then the Insurer is not relieved of liability under the contract in respect of the claim, when made, by reason only that it was made after the expiration of the Period of Insurance cover provided by the contract.

In order to ensure that any entitlement under the policy is protected, you must therefore report all incidents that may give rise to a claim against you to the Insurers without delay after such incidents come to your attention and prior to the expiration of the policy period.

### **CLAIMS OCCURRING PRIOR TO COMMENCEMENT**

Your attention is drawn to the fact that your policies do not provide indemnity in respect of events that occurred *prior* to commencement of the contract.

### **NOT A RENEWABLE CONTRACT**

Cover under your policies terminates on the date shown on your tax invoice. Some policies are not renewable contracts. If you wish to effect similar insurance for any subsequent period, it will be necessary for you to complete a new proposal prior to the termination of the current policy so that terms of insurance and quotations can then be developed for your consideration.

### **LEASING, HIRING, AND BORROWING OF PROPERTY**

When you lease, hire or borrow property, make sure that the contract clearly identifies who is responsible to insure the property. This will help avoid arguments after a loss and ensure that any claims are efficiently processed.

Most property policies will automatically cover property you are responsible to insure, subject to the policy deductible. You may also have other insurance, such as Public Liability that may assist you meet claims relating to property damage or personal injury caused to or by property, which you lease or hire.

If the responsibility to insure lies with the owner, we recommend you try to ensure the lease or hire conditions waive any rights of recovery against you, even when the damage is due to your negligence. This will prevent the owner's Insurer making a recovery against you. If there are no lease or hire conditions, you should write to the owner asking who is to insure the property.

## INSURANCE COVERS AVAILABLE

Below is a non-exhaustive list of insurance covers intended to highlight the many classes and types of insurances available. You may already have in place or have viewed as not required. If you are unfamiliar with any of the below insurances and wish to discuss your specific insurance need, please contact your Authorised Representative.

### Property

- Bloodstock or Livestock
- Boiler & Pressure Vessel Explosion
- Burglary / Theft
- Crops (growing)
- Electronic Equipment Breakdown
- Film Producers Property
- Fine Arts / Valuables
- General Property
- Glass
- Householders
- Landlords Insurance
- Machinery Breakdown
- Mobile Plant & Equipment
- Money
- Motor Vehicle
- Property Damage

### Contingency

- Accounts Receivable / Book Debts
- Cancellation & Abandonment
- Consequential Loss
- Control of Well
- Cyber Attack
- Export Credit
- Loss of Hire / Standby Charges
- Manufacturers Output / Sellers Contingency
- Mortgage Guarantee
- Product Recall

### Liability

- Association Liability
- Cyber Liability
- Directors' & Officers' Liability
- Employment Practices Liability
- Environmental Impairment Liability
- Extended Warranty
- Fidelity Guarantee
- Infringement of Copyright
- IT Liability
- Legal Expenses Trustee Liability
- Libel & Slander / Defamation Umbrella Liability
- Management Liability
- Medical Malpractice
- Motor Vehicle Compulsory Third Party
- Product Performance Guarantee
- Product Tamper / Contamination
- Professional Indemnity
- Public & Products Liability
- Tax Audit
- Trade Credit

### Accident & Health

- Corporate Travel
- Expatriate Medical
- Group Personal Accident
- Key Person
- Personal Accident / Sickness
- Salary Continuance

### Marine

- Boat Builders Liability
- Carriers Liability
- Charterers Liability
- Commercial Hull
- Container Liability
- Marine Cargo - Local
- Marine Cargo - Worldwide
- Mariner Liability
- Private Pleasure craft
- Protection & Indemnity

### Aviation

- Airport Operators Liability
- Aviation Hull & Liability
- Charterers Liability
- Non-Owned Aviation Liability

### Construction

- Completed Operations
- Contract Guarantee
- Contract Penalties
- Contract Works



## **BROKER PROFILE**

VERSION 3

Issue Date: September 2021

This Broker Profile provides important information regarding the levels of authorisation and details of the company (Corporate Authorised Representative) and the individual Authorised Representatives (AR) you are dealing with. All parties listed on this Broker Profile have been registered with the Australian Securities and Investments Commission (ASIC) and act as Authorised Representatives of General Insurance Brokers of Australia Pty Ltd (GIBA) ABN 94 135 132 455 AFSL 342 546. All information contained in this document forms part of and is incorporated by reference to GIBA's Financial Services Guide (FSG).

### **CORPORATE AUTHORISED REPRESENTATIVE**

Ourloan Finance Brokers Pty Ltd ABN #23 645 818 140

Corporate Authorised Representative Number: #1288341

#### **Authorisations**

The licensee authorises Ourloan Finance Brokers Pty Ltd to provide financial product advice and to deal in General Insurance Products to Retail and Wholesale Clients.

#### **Contact Details**

Ourloan Finance Brokers Pty Ltd

Level 1, 1-5 Link Road

Zetland, NSW 2017

T 0468 625 958

E [brad@ourloan.com.au](mailto:brad@ourloan.com.au)

### **AUTHORISED REPRESENTATIVE**

Brad Frazer

Authorised Representative Number #1288342

#### **Contact Details**

Brad Frazer

T 0468 625 958

E [brad@ourloan.com.au](mailto:brad@ourloan.com.au)