



DSM Insurance Brokers  
CAR No. 1286270  
ABN 87 647 510 549  
Soldiers Point NSW 2317  
Ph: 0425 325 178

Email: [office@dsminsurance.com.au](mailto:office@dsminsurance.com.au)

Authorised Representative of Community Broker Network Pty Ltd  
ABN 60 096 916 184 AFSL 233750

## Terms of Engagement

We are delighted to confirm our terms of engagement as your insurance broker. This document confirms how and on what terms we will manage your insurance needs.

## Our Services

We will provide you with the following services:

- Review your insurance needs with you
- Advise and make recommendations as to your insurance requirements
- Meet with you to discuss our recommendations
- Prepare underwriting submissions
- Negotiate terms with any existing insurers and with alternative insurers.
- Place the insurances agreed upon
- Confirm placement and renewal of the insurances to you (and any other interested party)
- Calculate, invoice and collect the premiums
- Prepare policy wordings and obtain signed policies from insurers
- Adjust premiums on prior year policies if required
- 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

We are bound by the Insurance Brokers Code of Practice. You can obtain a copy via the following the link <https://www.niba.com.au/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.

## How We Seek Quotes

We work with many insurers and underwriters to find the right insurance product for you. We use a combination of system generated quotes and direct quote requests to insurers and underwriters.

## Your Existing Insurance Program

When we are appointed as your insurance broker part way through an existing program, we will review the program and provide our recommendations for any changes or additions within 30 days of being appointed. Until we have reviewed the program we cannot advise about the adequacy of the existing coverage.

## 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.

### 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.

## 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, sign and return this to us as soon as possible and before the interim cover expires.

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.

## Renewals

We will contact you at least 14 days prior to the expiry date of any insurance policy which we arranged or last renewed for you. If we need to place cover with an alternative Insurer, we will request your instructions to proceed. 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.

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.

## **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.

## **Variations**

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 advise if it is covered under that policy and assist you to prepare and submit the claim and any necessary documents to the insurer. If there is uncertainty about whether a claim is covered under your policy, we will advise you.

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. For major losses, we can attend the initial meeting with the loss adjustor if you wish us to.

We will promptly forward to you all claims documentation, insurance company settlement cheques and other information. We will assist you to negotiate settlement and obtain payment of claims and can assist you to seek recovery from third parties if required.

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

- Assist you to negotiate settlement on your behalf but we will charge a claim service fee of \$110 per hour (including GST) or
- Provide details of the claim(s) to your new insurance broker so that they may continue to negotiate settlement on your behalf

## **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 cannot cancel any contract of insurance which is subject to the Marine Insurance Act 1909.

## **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). We may also charge you a fee. 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. 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)

If you cancel your insurance mid term (after 14 days) we will refund the any premium we receive from the insurer, but we will not refund any commission or broker fees.

## **Our Service Plan**

In general, we will ensure that we will request any information needed to review your renewal at least 30 days prior to the renewal. Our aim is to provide renewal terms at least 21 days prior to the renewal of your policy.

We will develop individual service plans based upon the needs of some clients.

## **Disclosure 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.

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.

## **Your Duty of Disclosure**

Before you enter into an insurance contract, you have a duty to tell the insurer anything that you know, or could reasonably be expected to know, may affect their 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.
- 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.

## **Period of Engagement**

Unless we agree otherwise, there is no term limit on our appointment. Our appointment can be terminated by either party by written notification. Our appointment is exclusive and replaces the appointment of your current broker. We look forward to working with you and to a long and mutually satisfactory relationship. We encourage you to call CBN at any time if you have any questions about our services or your insurances.