

# FINANCIAL SERVICES GUIDE

Version Date: 19<sup>th</sup> January 2019

## 1. WHAT IS A FINANCIAL SERVICES GUIDE?

This Financial Services Guide (FSG) contains information about our services, what we are paid in relation to our services, 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, or we already are, we will do so on the terms set out in this FSG. By requesting our services, you accept these terms. If there is any change to these terms, we will confirm them to you in writing. This FSG records the basis of our relationship.

You might also receive some other documents after or at the time we advise you about your insurance needs including:

- **Letter of Appointment** – this details the terms and conditions of our appointment as your general insurance broker;
- **Risk Analysis** – this will be a questionnaire that enables us to assess and understand your needs and objectives in protecting your assets and/or liabilities;
- **Statements of Advice (SOA) or Further Information Regarding our Advice (FIRA)** – these will be written summaries recording our advice and the basis on which it was provided (as well as disclosing details of our remuneration and any affiliations we have that may affect our advice);
- **Product Disclosure Statements (PDS)** – these documents are prepared by the respective issuers of the products and will contain information about the products we recommend to you. They will help you in your decision about whether to acquire the product; 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.

This FSG is given by IA, your adviser and, if applicable, your adviser's employer, all of who are taken to be providers of financial services you may be provided.

## 2. WHO IS THE LICENSEE?

Insurance Advisernet Australia Pty Limited (IA) ABN 15 003 886 687 is the Licensee and holds Australian Financial Services Licence No. 240549 under the Corporations Act 2001 to provide general insurance broking services.

IA is a principal member of the National Insurance Brokers Association of Australia (NIBA) and a member of the Insurance Council of Australia Limited (ICA) and subscribes to their respective Code of Practice.

IA was formed in 1996 to allow insurance advisers the benefits of being able to tap into a national buying group for products and

services needed in today's complex business world and is a member of the publicly listed AUB Group Limited who has over \$4.5 billion of gross written premium under management. You can contact the head office of IA at:

Insurance Advisernet Australia P/L  
PO Box 633  
NORTH SYDNEY NSW 2059  
Phone: 1300 366 085

## 3. WHAT SUPPORT DOES IA PROVIDE?

The quality of advice that your adviser gives and the range of services they offer require substantial support infrastructure that is provided by IA.

The infrastructure includes:

- sophisticated planning tools to help develop more effective solutions
- access to current research that can identify and compare a variety of insurers products
- access to a comprehensive range of insurers both within Australia and overseas
- essential educational and professional development resources that underpin the quality of advice
- database, system and technology management
- back office accounting and administrative support
- systems to protect your information.

## 4. WHO IS YOUR ADVISER?

Your adviser (and, if applicable, their employer) is an Authorised Representative of Insurance Advisernet Australia Pty Limited (IA). Enquires with respect to services that IA provides should be addressed to your adviser, whose details are as follows:

<b>Adviser Name</b>	Sean McDermott
<b>Adviser ASIC Authorised Rep No.</b>	447131
<b>Employer Name</b>	Everest Risk Group Pty Ltd
<b>Employer ASIC Authorised Rep No.</b>	276869
<b>Address</b>	Suite 201, Level 2 23 Hunter Street Sydney NSW 2000
<b>Telephone</b>	(02) 8880 0650
<b>Email</b>	smcdermott@everestrg.com.au

Your adviser has considerable general insurance experience and they hold a Diploma in Financial Services (Insurance Broking).

## 5. WHAT PRODUCTS & SERVICES IS YOUR ADVISER AUTHORISED TO PROVIDE YOU?

IA is committed to providing sound advice on your general insurance requirements which is based upon your needs and our comprehensive market knowledge.

We offer a range of insurance and risk management services to assist you to protect your assets and liabilities.

We commit to undertake the following activities:

- conducting an analysis of your risk/needs and advise our recommendations on the correct covers required
- recommending the appropriate financially secure and stable insurers to match the risk
- recommending alternatives on your risk retention through various excess options
- recommending alternatives to pay premiums in monthly instalments (where reasonably available)
- prompt and timely servicing of your account to ensure you are adequately informed of issues that may effect you
- assisting with lodgement of insurance claims and follow up help you claim your entitlements.

IA is able to provide financial product advice and deal in a wide range of general insurance policies, which include:

Home Building/Contents	Business / Professional /Trades / Farm Package
Motor Vehicle	Property Damage
Personal Accident & Illness	Public Liability
Travel	Directors & Officers Liability
Burglary/Money	Professional Indemnity
	Cyber Liability

Your adviser is authorised to provide, or recommend another IA adviser who can provide, all of the above services.

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 on our Risk Analysis document to ensure we correctly evaluate your situation, needs and objectives. You should also tell us about any relevant changes as they occur.

If you are unable, or choose not to provide some information to us, our review will be incomplete and may not take into account all of your needs or circumstances. We may still give you advice, but in some cases we may also decide that it is not appropriate to give you advice without further information. You will need to assess the appropriateness of our advice, if given, to your needs before acting on it.

## 6. DOES YOUR ADVISER OFFER FINANCIAL SERVICES OTHER THAN GENERAL INSURANCE?

Your adviser is not authorised by IA to offer you advice in relation to any services other than general insurance products and services.

If your adviser offers you financial services in relation to any other financial services, your adviser is obliged to give you a separate Financial Services Guide in respect of those financial services and IA is not responsible for your adviser's conduct in respect of those other financial services.

## 7. WHO DO WE ACT FOR?

As a general insurance broker, IA and your adviser normally act for you.

IA has arrangements with a number of insurers to arrange and issue contracts of insurance and to handle and/or settle claims on their behalf. These are called "binding authorities" or "binders". When IA and your adviser arrange insurance or deal with claims under one of these binders, they will be acting on behalf of the insurer, not on your behalf. You will always be told when this is the case.

## 8. HOW WILL WE LOOK AFTER YOUR INSURANCE NEEDS?

You can provide us with instructions in person, by telephone or email or in writing however we will require your signature on our Risk Analysis document to ensure we have correctly assessed your situation and/or circumstances.

### 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/risk analysis document 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 they are issued correctly by your insurer. As these are legal documents, you should keep them in a safe place.

### Renewals

Your insurer is obligated to give you at least 14 days' notice of expiry of any insurance contract. Your insurer will send a notice of renewal or non-renewal to us for insurance which we arranged or last renewed for you. We will promptly pass on renewal notices to you provided you have not notified us that you no longer wish us to act on your behalf.

At that time we will send you the insurer's offer to renew the insurance contract and invoice you for the cost of renewal. If the insurer does not offer to renew the contract, we will contact you. If you want to change the details of the cover, contact us as soon as you receive the renewal offer. If you wish us to renew the contract on your behalf, you must provide us with written instructions to do so and/or pay the premium and other charges (including our fees and charges) before the date shown on the invoice.

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.

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 try to arrange the variation with the insurer and, if accepted by the insurer, provide you with written confirmation.



In circumstances of new business, renewals and variations we will promptly advise you if the policy coverage is accepted, declined, cancelled or lapsed.

#### 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 will, 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.

We will do our best to help you receive your full entitlements. If an insurer declines your claim, you will need to obtain legal advice from a qualified lawyer.

#### Your contact details

As we need to contact you from time to time, it is important that you give us details of any change of address or contact details. We will use the latest contact details we have and will be entitled to assume you have received our communications. If you do not update your details, your insurance cover might be prejudiced.

### 9. WHAT FEES AND COMMISSIONS ARE PAYABLE FOR SERVICES?

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

#### IA's remuneration

We may be paid and retain a commission, volume bonus and/or profit share by the relevant insurers (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 of between 5% and 35%. In addition to a commission we may receive from insurers, we may also charge you fees and charges for providing financial product advice and arranging your insurance program. These fees and charges may include fees and charges we call an Adviser or IA service fee, an Adviser or IA administration fee, an Adviser or IA cancellation fee. An Adviser or IA variation fee or fees or charges we give other names.

We may also choose to rebate all or some commissions and charge you an Adviser or IA fee or charge based upon the nature of the service we provide.

Our fees and charges will be clearly noted on your invoice.

Our fees and charges will include GST and some of our charges may be tax deductible.

If we hold your money in trust pending payment to the insurer, we also receive and retain the interest earned.

IA also provides the following "back office" functions for some insurers:

- costs of data communication, data input and data management
- utilisation and development of our system software for premium rating and/or risk acceptance
- issuance and distribution of policy documents
- administration of premium collection and payments
- administration of claims and payments
- portfolio management.

For these services that are not normally part of the services provided to clients, IA receives a distribution access fee of between 1% and 5% of the base premium.

As we have different arrangements with different insurers, we will provide you with specific information (usually in our SOA, FIRA, quotation or tax invoice) about the basis and amount of premium, statutory and similar charges and our fees and charges that you will be charged before or at the time we arrange your insurance.

#### Your adviser's remuneration

IA pays your adviser between 80% and 98% of the commission, fees, charges, volume bonus and/or profit share received by IA.

Your adviser may also be paid a salary and a bonus or incentives which are based on a number of factors including achievement of IA's and his/her employers corporate goals.

#### Example:

Base Premium	\$100.00
Fire Services Levy	\$30.00
GST	\$13.00
Stamp Duty	\$7.00
<b>Total Premium</b>	<b>\$150.00</b>

Total Commission received by IA <i>(assuming insurer paid a commission rate of 15%)</i>	\$15.00
Commission paid to Adviser <i>(assuming adviser commission rate of 80%)</i>	\$12.00

#### Other

Some insurers may also pay IA a commission based on the volume of/profitability of the business we place with them. These commissions are normally paid if the total premiums paid by our clients exceed certain targets or their claims achieve a target loss ratio. These arrangements are negotiated by IA Head Office with certain insurers and our Advisers have no knowledge of these arrangements. Our Advisers aren't aware so that their recommendations aren't influenced by these volume/profitability targets. If you require more information or explanation of the above, please ask us.

IA and your adviser may also receive indirect benefits such as business lunches, tickets to sporting and/or cultural events, corporate promotional merchandise and other unquantifiable minor benefits (soft dollar benefits).

If a person has referred you to us, we may pay them a part of any commission, fees or charges we receive.

These payments are not additional amounts that you are required to pay for your insurance.

#### Premium Funding

If we refer you to a premium funder and you enter premium funding arrangements with them, we may receive a fee for that referral or a commission which is a percentage of the amount funded excluding GST. The amount we receive varies depending on our arrangement. As a general rule, the premium funder will pay us an amount based on a percentage of the amount you borrow between 0.5% and 4%. In some cases we have profit share or distribution access fee arrangements with the premium funder whereby we receive a percentage of between 0% and 3.3% on the funds loaned to persons we refer to them. We may also receive soft dollar benefits from them too.



We and AUB Group Limited (ABN 60 000 000 715) have a preferred supplier arrangement with Hunter Premium Funding Pty Limited (HPF) for the arrangement of premium funding. In arranging premium funding with HPF, or any other premium funder, we do not provide personal advice or represent that any of the funder's products and services are right for you or that they are the most appropriate. You need to make your own decision based on the information provided by them.

If you use Hunter Premium Funding Ltd (Hunter), we receive:

- a) a payment based on the interest earned on the premium funding by Hunter each month;
- b) a commission which is a percentage of the amount of funding provided to you;
- c) a payment based on a percentage of all outstanding loans less any cancelled or terminated loans; and
- d) a payment based on a percentage on certain general insurance business placed by AUB Network with certain divisions of Allianz Insurance Limited.

AUB Group Limited receives certain upfront payments from Hunter for entering into (or renewing) a preferred premium funding distribution arrangement with Hunter. We are owned partly by AUB Group Limited and benefit from any profit made by this entity due to this arrangement.

If you require more information or explanation of the above, please ask us.

#### **Conflict of interest**

Where we arrange a policy an insurer can pay us commissions. It is the major form of insurance broker remuneration and can create a potential conflict of interest because it may be in our interest to recommend the product issuer or service provider that pays us the most because it increases our remuneration. This may not be in your interest in certain circumstances.

Another key conflict is where we may be seen to favour the interest of one client or group of clients over another because it is in our interest to do so. Due to the extensive number of our clients and their varied requirements, we have a variety of procedures in place to manage these potential conflicts of interest.

IA is a member of the AUB group of insurance brokers. In some cases we may refer you to, or advise you to use the services of, one of our related bodies corporate. As a member of the same corporate group we may indirectly benefit from any such referral or advice if it improves the group's performance.

Elantis Premium Funding have provided us with an incentive to present their terms to our clients by paying us commission on their products in advance. The Elantis Premium Funding product is a quality product which is competitively priced. We conduct a comparison between funders every six months to ensure the product is appropriate for the needs of our clients.

## **10. WHAT ARE OUR TERMS OF PAYMENT?**

### **Invoices**

We will invoice you for the premium, statutory and similar charges (eg stamp duty, fire services levy, etc) and any fees and charges we charge for arranging your insurances.

You must pay us within the date specified on 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, statutory and similar charges and our fees and charges on time, the insurer may 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.

Premium funding products enable you to pay your premiums and statutory and similar charges by instalments. We may refer you to a company that provides premium funding.

### **Cancellation**

We cannot cancel a contract of insurance without written instructions from a person(s) who is authorised to represent each of the parties who are named as insureds in the contract of insurance. We cannot cancel any contract of insurance which is subject to the Marine Insurance Act 1909.

If a contract of insurance is cancelled before expiry of the period of insurance, we will pass on to you the net refund of premium (if any) we receive from your insurer. We will not refund our fees, charges or commission for arranging the insurance.

We may also charge a policy cancellation fee. This fee will appear on your invoice as an Adviser or IA service fee or an Adviser or IA cancellation fee.

### **Minimum and deposit premiums and cancellation:**

Some insurance contracts include a minimum deposit premium, a percentage cancellation fee or penalty, or a non cancellation clause which may impact on the amount of return premium that you receive. This information should be contained in the Policy Document or Product Disclosure Statement. Please ensure that you read these documents before you make any decisions regarding the purchase of any insurance product and ask your adviser for more information to assist you in making your decision.

### **Premium Funding and cancellation**

Whilst this is an associated service, the agreement/contract for premium funding is between you and the premium funder (for the purpose of funding insurance premiums). In the event that you fund insurance policies that have a minimum deposit premium, a percentage cancellation fee or penalty, or a non cancellation clause there may be a shortfall in the amount refunded to you by the insurers and the residual amount payable to the premium funder in respect of the contract.

## **11. PLEASE READ THIS ADDITIONAL IMPORTANT INFORMATION**

### **Professional Indemnity Insurance**

We and our representatives are covered under professional indemnity insurance that complies with the requirements of section 912B of the Corporations Act.

The insurance (subject to its terms and conditions) covers errors & omissions arising from advice provided by us or our representatives and employees and will continue to cover claims in relation to us or our representatives and employees who no longer work for us (but who did at the time of the relevant conduct). The insurance will usually not cover work done by our representative or employee before they are appointed by us or after their appointment ceases.

If you require further information regarding our Professional Indemnity insurance please contact our Compliance Officer.

### **Duty of Disclosure**

In order to make an informed assessment of the risk and calculate the appropriate premium, your insurer needs information about the risk you are asking it to insure.

For this reason, before you enter into a contract of insurance, you have a duty under the Insurance Contracts Act 1984 to disclose





to your insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk and, if so, on what terms. The duty also applies when you renew, extend, vary or reinstate a contract of insurance.

You do not have to disclose anything that:

- reduces the risk to be undertaken by the insurer;
- is common knowledge;
- your insurer knows, or in the ordinary course of its business, ought to know; or
- if the insurer has waived your obligation to disclose.

If you do not comply with your duty of disclosure, your insurer may be entitled to reduce its liability in respect of a claim or may cancel your contract of insurance. If the non-disclosure was fraudulent, the insurer may be able to avoid (or cancel) the contract of insurance from its beginning. This would have the effect that you were never insured.

An important matter to be disclosed is the history of losses suffered by the person seeking insurance or any closely associated person or entity. As you are responsible for checking that you have made complete disclosure, we suggest that you keep an up to date record of all such losses and claims. If you have any questions about whether information needs to be disclosed, please contact us.

#### **Referrals**

In some circumstances we may refer you to another service provider. In making any referral to a third party we do not advise or represent that their products and services are right for you and take no responsibility for the products and services they may provide to you. You need to make your own decision based on the information they provide.

#### **Material Changes**

You must also notify your insurer of any significant changes which occur during the period of insurance. If you do not, your insurances may be inadequate to cover you fully or to the extent that you intend.

We can assist you to do this for the purpose of altering your contract of insurance to reflect those changes.

#### **Cooling Off Period – Retail insurance only**

If a contract of insurance has been arranged on your behalf as a retail client and you decide that you do not need the contract, you may have 14 days, from the earlier of the date you receive confirmation of the contract and the date it was arranged, to change your mind. You must tell the insurer in writing that you wish to return the insurance contract and have the premium repaid.

If you do so, the insurance contract will be terminated from the time you notified the insurer and the premium will be returned. The insurer may retain its reasonable administration and transaction costs and a short term premium.

You cannot return the contract of insurance if it has already expired or if you have made a claim under it.

#### **Privacy – What information do we maintain about you and how you can access it?**

We are committed to protecting your privacy in accordance with the Privacy Act 1988 (Cth) (Privacy Act) and the Australian Privacy Principles (APPs). Where required, we will provide you with a Collection Notice which outlines how we collect, disclose and handle your personal information.

You can also refer to our Privacy Policy available on our website [www.insuranceadviser.net](http://www.insuranceadviser.net) or by contacting us for more information about our privacy practices including how we collect, use or disclose information or how to complain in relation to a breach Australian Privacy Principles and how such a complaint will be handled.

You can check the information we hold about you at any time. For more information about our Privacy Policy, ask us for a copy or visit our website on [www.insuranceadviser.net](http://www.insuranceadviser.net)

#### **Sums Insured – Average and Co-Insurance**

Some insurance contracts require you to bear a proportion of each loss or claim if the sum insured is inadequate to cover the amount of the loss. These provisions are called 'average' or 'co-insurance' clauses.

If you do not want to bear a proportion of any loss, when you arrange or renew your contract of insurance, you must ensure that the amount for which you insure is adequate to cover the full potential of any loss. If you insure on a new for old basis, the sum insured must be sufficient to cover the new replacement cost of the property. We are not valuers of property and cannot advise on the value of property you insure.

#### **Interests of other Parties**

Some insurance contracts do not cover the interest in the insured property or risk of anyone other than the person named in the contract. Common examples are where property is jointly owned or subject to finance but the contract only names one owner or does not name the financier.

Please tell us about everyone who has an interest in the property insured so that we can ensure that they are noted on the contract of insurance. Insurers who pay a claim will usually have a right to recover all or a contribution towards amounts paid by the insurer from anyone whose interest is not included in the insurance contract.

#### **Waiver of Rights**

Some insurance contracts seek to limit or exclude claims where the insured person has limited their rights to recover a loss from the person who was responsible for it. For example, some agreements (such as leases) disclaim or limit the liability of the other party (such as the lessor).

Please tell us about any contracts of this type which you have or propose to enter into.

#### **Standard Covers**

The Regulations to the Insurance Contracts Act set out standard terms for the cover which is provided by motor vehicle, home buildings, home contents, sickness and accident, consumer credit and travel insurance (including a minimum amount of insurance). If an insurer wants to alter these terms or offer less than the minimum amount of insurance they must clearly inform you in writing that they have done so. They can do this by providing you with a Product Disclosure Statement or a copy of the insurance contract.

#### **Unusual Terms**

If an insurer wants to rely on a term in a contract of insurance which is not usually included in contracts that provide similar cover, they must clearly inform you in writing of that term. Again, they may do so by providing you with a copy of the insurance contract.

#### **Legal Liability**

In respect of this class of insurance, your cover does not extend to any liability you have agreed to accept unless you would have been so liable in the absence of such agreement.

#### **Limit of Liability**

The Insurer's limits of liability will not exceed the sum insured stated against each item in the Policy.

#### **Utmost Good Faith**

Every insurance policy is based on the premise of utmost good faith. This means that both you and the insurer must act towards each other with the utmost good faith. If you do not, your right to claim under the policy may be effected.

(AFCA). AFCA is the new single external disputes resolution scheme for consumers and small business complaints. For more information on the transition of FOS to AFCA please contact your adviser.

## **12. NIBA AND THE GENERAL INSURANCE BROKERS CODE OF PRACTICE**

IA is a proud member of the National Insurance Brokers Association of Australia (NIBA) and the Insurance Council of Australia Limited (ICA) and are bound by their respective Codes of Conduct.

We also subscribe to the Insurance Brokers Code of Practice (the Code). The Code sets out standards for insurance brokers to follow when dealing with clients including requirements to inform clients of remuneration arrangements and any conflict of interest.

A copy of the Code is available in the consumer advice section of our website [www.insuranceadviser.net](http://www.insuranceadviser.net)

## **13. WHO DO I CONTACT WITH ANY COMPLAINTS AND/OR DISPUTES?**

If you are not fully satisfied with our services and/or your complaint is not satisfactorily resolved, please contact by telephone, in writing or via our website:

Complaints Officer  
Insurance Advisernet Australia P/L  
PO Box 633,  
NORTH SYDNEY NSW 2059  
Phone: 1300 366 085  
[www.insuranceadviser.net](http://www.insuranceadviser.net)

We will endeavour to resolve your problem openly and fairly and within 14 days.

If you are not satisfied, we subscribe to the Financial Ombudsman Service Australia (FOS) complaints resolution scheme, which handles complaints against insurance brokers relating to a variety of small business and domestic processes. You can refer your complaint to the FOS who will conciliate with a view to seeking a solution that is acceptable to both parties.

If the dispute remains unresolved after a further 20 days, it will be referred to the FOS Referee whose decision is binding on us (but not on you).

In some circumstances a complaint or dispute may arise between you and the insurer. In such circumstances IA will assist you with details of the insurers Internal Dispute Resolution process and, if the dispute remains unresolved access to the Financial Ombudsman Service. If the dispute proceeds, you should obtain legal advice from a qualified lawyer.

Further Information about FOS is available from IA and/or from [www.fos.org.au](http://www.fos.org.au) or you may call them directly on 1800 367 287.

Please note that with effect from 1<sup>st</sup> November 2018. FOS will transition to the Australian Financial Complaints Authority



# PRIVACY COLLECTION NOTICE

At Insurance Advisernet Australia Pty Ltd (IA) ABN: 15 003 886 687, we are committed to protecting your privacy in accordance with the Privacy Act 1988 (Cth) (Privacy Act) and the Australian Privacy Principles (APPs). This Privacy Notice outlines how we collect, disclose and handle your personal information (including sensitive information) as defined in the Act.

## Why we collect your personal information

We collect your personal information (including sensitive information) so we can:

- identify you and conduct necessary checks (including where required by the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 and other legislation);
- determine what services or products we can provide to you e.g our insurance broking services, insurance intermediary services, funding services, claims management services, risk management and other consulting services;
- issue, manage and administer services and products provided to you or others, including claims investigation, handling and settlement;
- improve our services and products e.g training and development of our representatives, product and service research and data analysis and business strategy development; and
- provide you with information and to tell you about our products, services or events or any other direct marketing activity (including third party products, services and events which we consider may be of interest to you).

## What if you do not provide some personal information to us?

If the required personal information is not provided, we or any involved third parties may not be able to provide appropriate services or products. If you do not provide the required personal information we will explain what the impact will be.

## How we collect your personal information

Collection can take place by telephone email, or in writing and through websites (from data you input directly or through cookies and other web analytic tools).

Unless it is unreasonable or impracticable for us to do so, or as provided otherwise under this Privacy Notice or our Privacy Policy, we will collect your information directly from you or your agents.

We may obtain personal information indirectly and who it is from can depend on the circumstances. We will usually obtain it from another insured if they arrange a policy which also covers you, related bodies corporate, referrals, your previous insurers or insurance intermediaries, witnesses in relation to claims, health care workers, publicly available sources, premium funders and persons who we enter into business alliances with.

**We attempt to limit the collection and use of sensitive information from you unless we are required to do so in order to carry out the services provided to you. However, we do not collect sensitive information without your consent.**

If you provide us with personal information about another person you must only do so with their consent and agree to make them aware of this privacy notice.

## Who we disclose your personal information to

We share your personal information with third parties for the collection purposes noted above where it is reasonably necessary for, or directly related to, one or more of our functions or activities.

We do not use or disclose personal information for any purpose that is unrelated to our services and that you would not reasonably expect (except with your consent). We will only use your personal information for the purposes for which it was collected or as consented to.

We usually disclose personal information to third parties who assist us or are involved in the provision of our services and your personal information is disclosed to them only in connection with the services we provide to you or with your consent. We may also disclose it for direct marketing purposes.

These third parties can include our related companies, our agents or contractors, insurers, their agents and others they rely on to provide their services and products (e.g reinsurers), premium funders, other insurance intermediaries, insurance reference bureaus, loss adjusters or assessors, medical service providers, credit agencies, lawyers and accountants, prospective purchasers of our business and our alliance and other business partners.

These parties are prohibited from using your personal information except for the specific purpose for which we supply it to them and we take such steps as are reasonable to ensure that they are aware of the provisions of our Privacy Policy in relation to your personal information.

We also use personal information to develop, identify and offer products and services that may interest you, conduct market or customer satisfaction research. From time to time we may seek to develop arrangements with other organisations that may be of benefit to you in relation to promotion, administration and use of our respective products and services. We do not use sensitive information to send you direct marketing communications without your express consent.

Any personal information provided to us may be transferred to, and stored at, a destination outside Australia, including but not limited to New Zealand, Sri Lanka, Singapore, United Kingdom and the United States of America. Details of the countries we disclose to may change from time to time. You can contact us for details. Personal information may also be processed by staff or by other third parties operating outside Australia who work for us or for one of our suppliers, agents, partners or related companies.

When we send information overseas, in some cases we may not be able to take reasonable steps to ensure that overseas providers do not breach the Privacy Act and they may not be subject to the same level of protection or obligations that are offered by the Act. By proceeding to acquire our services and products you agree that you cannot seek redress under the Act or against us (to the extent permitted by law) and may not be able to seek redress overseas. If you do not agree to the transfer of your personal information outside Australia, please contact us.

## More information, access, correction or complaints

For more information about our privacy practices including how we collect, use or disclose information, how to access or seek correction to your information or how to complain in relation to a breach of the Australian Privacy Principles and how such a complaint will be handled, please refer to our Privacy Policy available at our website [www.insuranceadviser.net](http://www.insuranceadviser.net) or by contacting us (our contact details are below).



# PRIVACY COLLECTION NOTICE

## **Your consent to the above, contacting us and opting out**

By providing us with personal information you and any other person you provide personal information for, consent to this use and these disclosures unless you tell us otherwise. If you wish to withdraw your consent, including for things such as receiving information on products and offers by us or persons we have an association with, please contact us.

By phone: 02 9954 1311

By email: [reception@iaa.net.au](mailto:reception@iaa.net.au)

In writing: PO Box 633, North Sydney NSW 2059

Effective date: July 2018