



Austbrokers Corporate Pty Ltd
trading as Nautical Risk Solutions

Combined Financial Services Guide, Terms of Engagement and Important Notices

September 2024

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About This Document

We thank you for the opportunity to assist with your insurance needs.

This document provides you with information you may need to know about the services we provide and contains the following:

- **Financial Services Guide (FSG)** which provides more information about our services, remuneration, any potential conflicts of interest we may have, our internal and external complaints resolution procedures and how to access them, and professional indemnity insurance arrangements we have in place.
- **Privacy Collection Statement** which describes our practices in relation to personal information, the collection, handling, use, disclosure, access, how to have information corrected, and how you can complain about a breach of the privacy laws. Our full Privacy Policy is available on our website.
- **Terms of Engagement** which confirms how and on what terms we will manage your insurance needs. This document contains important information about our relationship with you including who we act for, our services, how we approach the market, whether we will provide advice based on personal circumstances, remuneration we earn by arranging insurance policies and/or providing advice on insurance cover, payment terms and options, continuity of cover including renewals and policy cancellation, and other documentation we provide to you.
- **Important Information about your Insurance** which provides you with key information in relation to some important policy conditions – refer to your policy wording/pds for further information..
- **Your Duty of Disclosure / Duty to take reasonable care not to make a misrepresentation** which explains your disclosure duties and obligations when entering into an insurance contract, before you renew, extend, vary, or reinstate an insurance contract, and consequences of non-disclosure.

For your information “You or Your” means you or any other named insured on a policy for whom you have authority to act on their behalf. We rely on you to provide copies of all correspondence (including attachments) to all named insureds.

Insurance Brokers Code of Practice

We subscribe to and are bound by the Insurance Brokers Code of Practice, a copy of which is available on our website or from the National Insurance Brokers Association (NIBA) website, www.niba.com.au.

Our Team

You will be assigned to a member of our team, who will handle your insurance needs, their name and contact details will be included on all correspondence you receive from us. You may contact us in person, by telephone or by email.

We are authorised to provide advice and arrange general insurance products. As your insurance broker, we will act on your behalf and in your best interests. If we are unable to advise you or act on your behalf due to a conflict of interest that cannot be managed, we will immediately notify you.

September 2024

Financial Services Guide

September 2024

Austbrokers Corporate Pty Ltd trading as Nautical Risk Solutions ABN 29 107 477 181
Australian Financial Services Licence 255080
Licensee Details Level 14, 141 Walker Street, North Sydney, NSW 2060 Australia
T: +61 2 9346 8050
E: sydney@austbrokerscorporate.com.au

This Financial Services Guide (FSG) is designed to assist you in deciding whether to use the services offered by us. It contains important information about:

- Who we are and our contact details;
- The services we offer;
- How we and our associates are remunerated;
- Details of our associations and relationships;
- How we manage conflicts of interest; and
- How we resolve complaints.

If you are a retail client, then before we either arrange an insurance policy for you, or we provide personal advice to you recommending that you buy a particular insurance policy, we will give you a Product Disclosure Statement (PDS). The PDS is prepared by the insurer and is designed to provide you important information about the features, benefits and risks of the policy to assist you in making an informed decision about whether to buy the product or not. The PDS may contain multiple documents.

If you are a client and we provide you with:

- General advice, we will provide you with a General Advice Warning.
- Personal advice, we will provide you with a Statement of Advice (or a Personal Advice Disclosure), and, where we provide you with further advice, we will give you a Record of Advice (or, you can request one from us anytime within 7 years after the date we give you that further advice). Any Statement of Advice or Record of Advice we provide will set out our advice, the basis of our advice and information on any remuneration, associations or other interests.

Not Independent

WHY WE ARE NOT INDEPENDENT, IMPARTIAL OR UNBIASED IN RELATION TO THE PROVISION OF ADVICE AND THE IMPACT OF THIS ON YOU

We may receive remuneration or other non-monetary benefits from insurers which restricts us from referring to ourselves as independent, impartial or unbiased as it may reasonably be expected to influence the advice provided to you and may cause a conflict of interest. Please refer to the Conflicts of Interest section in this document as to how we manage Conflicts of Interest and the impact on you.

Who We Are and Our Contact Details

AUSBROKERS CORPORATE PTY LTD is, unless stated otherwise, referred to in this FSG as “we”, “our” or “us” and can be contacted as per the details on the last page of this document.

The financial services described are provided by us. Austbrokers Corporate Pty Ltd are responsible for the financial services offered in this FSG, and we do not act on behalf of any other person.

The Services We Offer

Our various roles

We are an Australian Financial Services Licensee and are licensed under the Corporations Act to advise and deal in relation to all general insurance products. We can act in a number of roles in providing our services.

We usually act on your behalf. However, in some cases, we may act on behalf of an insurer or their representative or on our own behalf (e.g. as a referrer to another service provider). We will advise you if this is the case as this will mean that we do not act for you when we provide the service.

We may provide a variety of services and act in different roles

It is important to note that given the wide variety of general insurance products available and the need to remain competitive we may provide a variety of services to you and act in a variety of roles.

For example, where you require a number of different covers, we may provide personal advice for some products you need and act on your behalf in relation to them. For others we may only provide you with general advice, or provide dealing services only and act as agent of the insurer, and not on your behalf. We advise you of our services and clearly explain our role before or at the time we provide you with a service. Ask us if you need more detailed information or if you do not understand our explanation.

Our services

Arranging insurance for you

This is where we arrange for the application, acquisition, variation, renewal or cancellation of an insurance policy for you. The process differs depending on the type of insurance and we explain this to you when you apply for the insurance.

Providing advice to you

There are two types of advice services we provide and it is important to understand the difference:

- **Personal advice** – this is advice provided by us to you, on the suitability of general insurance policies to meet your particular needs. We will agree with you when this service is to be provided and what the scope of our personal advice will be. Before we provide any personal advice, we will need to assess your needs, goals, objectives and personal circumstances so we can provide you with appropriate advice.
- **General advice** – this is where we provide a general recommendation or opinion to you on a general insurance policy which is not based on our consideration of your personal circumstances. We will advise you when this is the case. If general advice is provided, you need to consider if the general advice and any relevant product is suitable for your circumstances.

Claims assistance – Where we act on behalf of the Insured

We can also assist you when you need to make a claim. If a claim occurs, contact us and we can help you decide what to do. We do not do anything without your consent. We provide this assistance as part of our overall service for no additional charge. We do not provide this service if we no longer act for you.

Any claims documentation, insurance company settlement cheques and other information received by us on your behalf will be provided to you as soon as reasonably practicable.

Premium funding

In some cases, insurers require the full premium payment up front. Premium funding allows you to pay your premium via instalments. You will, however, need to pay interest to the premium funder on the amount borrowed.

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

How To Instruct Us

You need to give us instructions in writing by letter or email, or by another method agreed by us.

Fees We Charge You

Unless we specifically agree in writing before providing our services to charge on a "Fee Only – no commission" basis, our fees will comprise the following:

- A Broker Fee – this is an administration fee payable when you enter into an insurance policy;
- A pre agreed set amount for specific services;
- An amount based on a pre agreed rate for the time we spend providing the service; or
- On some other basis agreed with you before we provide the service.

The fee is payable after we provide our services or at such earlier time we agree with you in writing and will be noted in the invoice that we send you. The fee is earned in full at the time of placement of the relevant policy and is not refundable in its entirety or on a pro rata basis in the event you cancel your policy before its expiry, or our agreement is terminated.

Personal advice

If we provide you with personal advice as a retail client, then at the time the advice is provided to you, or as soon as practicable afterwards, we will tell you either:

- The amount of any remuneration (including commission) or other benefits we or other persons receive that might reasonably be expected to be, or have been capable of, influencing us in providing the advice; or
- If the amount is not known, the manner of calculation.

How We And Our Associates Are Remunerated

When we act on your behalf in advising on and/or arranging insurance we can be remunerated in a number of ways.

These can vary according to the service you require and/or our arrangements with the relevant insurer or their representative. We are remunerated by:

- Commission from the insurer;
- Fees we charge you; or
- A combination of the above.

Details are provided below on each.

Commission paid by the insurer to us

Unless we tell you in writing that we will provide our service on a "Fee Only - no commission" basis, we are remunerated by commission from the relevant insurer whenever you enter into an insurance policy arranged by us (including renewal and some variations which increase the premium payable).

The commission is a percentage of the insurer's base premium typically ranging from 0% to 30% (i.e. premium excluding stamp duty, fire services levy, GST or any other government charges, taxes, fees or levies), depending on the insurer and type of insurance.

The commission does not represent our profit margin. It reflects a combination of factors related to the management and distribution of insurance products, including such factors as expenses incurred in administrative services. The commission is included in the premium amount set out in your invoice and we receive it when you pay the premium or at a later time agreed with the insurer.

Where we act on your behalf and you cancel or amend a policy and obtain a refund of premium, you agree that we can keep our commission.

Advisors and employees

Our advisors and employees receive an annual salary that may include bonuses based on performance criteria (including sales performance) and achievement of company goals. They may also receive certain non monetary benefits of the type described in this guide.

Remuneration arrangements we have with insurers

We are also a member of the Austbrokers network of insurance brokers.

AUB Group Limited ABN 60 000 000 715 (AUB) is the sole shareholder of Austbrokers Member Services Pty Limited ACN 123 717 653 (AMS), a company that provides marketing, distribution and training services to members of Austbrokers. Some insurers pay a fee to AMS, being an agreed dollar value (before government fees or charges). Different insurers may pay different fees to AMS.

The fees received from insurers fund the provision of AMS services to Austbrokers members. We and other Austbrokers members benefit from this support as it helps ensure we can continue to provide you with our extensive range of services. Austbrokers members may also be entitled to share in any excess of the fees received by AMS in any one annual period (if any) after deduction of all relevant AMS costs and expenses in providing its services in that period.

Referral fees and other remuneration

Where a third party has referred you to us, we may pay them an agreed percentage of our remuneration. A commission or an agreed fee may also be paid on renewal and in some cases on variation.

If we refer you to another service provider, we will be remunerated by them by way of a commission or fee for doing this unless we tell you we are not. The amount is generally a percentage of their remuneration the amount of which may depend on the circumstances. A commission or an agreed fee may also be paid on renewal and in some cases on variation.

In making any referral we do not advise or represent the service provider's 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 from the service provider.

Thermoscan Inspection Services Pty Limited

We and AMS have an agreement with Thermoscan Inspection Services Pty Limited ABN 57 144 479 354 (Thermoscan) under which we receive a referral fee in relation to any reports ordered via Thermoscan. The amount we receive as a referrer is 10% of the total reports ordered.

Premium funding

If we refer you to a premium funder and you enter premium funding arrangements with them, we may receive commission which is a percentage of the amount funded excluding GST. The amount of commission varies depending on our arrangement with the premium funder we refer you to.

If we recommend premium funding and you decide to enter into a contract with the premium funding business, we may receive fees, being an agreed dollar value, under a commercial services agreement that AMS (a wholly owned subsidiary of AUB Group Limited ABN 60 000 000 715 (AUB)) has with some premium funders. The amount of fees varies depending on our arrangement with the premium funder we refer you to. The fees received from premium funders fund the provision of AMS services to Austbrokers members.

We are owned partly by AUB and benefit from any profit made by this entity due to this arrangement. If you need more information or explanation, please ask us.

Money handling arrangements

We handle all money received from you or the insurer in relation to insurance in accordance with the requirements set out by the Corporations Act 2001 (Cth). We keep any interest earned on any amounts held by us on your behalf or on behalf of the insurer. The length of time we hold any money can vary according to the type of insurance and the different arrangements we have in place with insurers.

Non-monetary benefits

We and our staff and representatives may also receive non-monetary benefits from product issuers and other financial service providers such as sponsorships of AUB annual conferences, client functions, meals and entertainment. We monitor compliance with our policy to ensure that these benefits do not create a conflict with your interests.

Details of Our Associations and Relationships

We are a member of the Austbrokers network of insurance brokers. AUB Group Limited is a shareholder in our business. In some cases, we may refer you to or advise you to use the services of one of our related body corporates, for example Austbrokers network may place your insurance with one or more of the Underwriting Agencies or refer you to another broker within the Austbrokers network, in which AUB Group Limited is a shareholder. Any placement will be at an arm's-length. Where our related body corporate acts as the agent of the insurer, you will be told when this is the case. As a member of the same corporate group, we may indirectly benefit from any such referral or advice if it improves the group performance. Refer to the "How we and our associates are remunerated" section for the normal benefits we can receive under such arrangements.

Other Important Information

Conflicts of Interest

Conflicts of interest may arise in circumstances where some or all of your interests as our client are, or may be, inconsistent with some or all of our interests. We have a Conflict of Interest policy and procedure, including training and monitoring, to ensure we are aware of and manage any conflict of interest. Our company, staff and our representatives must comply with this policy and procedure.

Where a conflict is unavoidable, we will consult with you and manage the conflict in such a way as to avoid prejudice to any party.

Cooling off period

A cooling off period may apply to an insurance policy issued to you as a retail client. During the period you may choose not to proceed with the policy. Details of your cooling off rights are included in the relevant Product Disclosure Statement (PDS) document. In some cases, an insurer can deduct certain amounts from any refund. Ask us if you do not understand your rights.

Premium and invoice calculations

We adopt industry practice in calculating local statutory charges. All amounts referred to in our invoices, unless stated otherwise, are to be treated as exclusive of GST.

We make every effort to correctly determine the premium and statutory charges that apply to your insurance, however, occasionally, errors can occur. We may correct any such error and (except to the extent prohibited by law) we will not be responsible for any loss you suffer as a result of the error or its correction.

Professional Indemnity insurance

We and our representatives are covered under Professional Indemnity (PI) insurance that complies with the requirements of s912B of the Corporations Act 2001 (Cth). The insurance subject to its terms and conditions will continue to cover claims in relation to our representatives/employees, both past and present.

NIBA Code of Conduct & Code of Practice

We are a proud member of the National Insurance Brokers Association (NIBA) and are bound by their Code of Conduct. We also subscribe to NIBA's Insurance Brokers Code of Practice (the Code). The Code sets out standards for 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 from www.niba.com.au or by contacting our office.

Complaints And Disputes

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.

If you have a complaint about the service or advice we have provided to you, please address your enquiry or complaint to the Complaints Officer or the staff member providing the service.

You can contact us via phone on 61 2 9326 8050 during Monday to Friday, 9am to 5pm or email us at complaints@austbrokerscorporate.com.au

We'll make every effort to deal with your concerns as quickly as possible. If a complaint is resolved to your satisfaction within five (5) business days, we will provide written confirmation to you. If the matter is not resolved within this time frame, we will refer it to our Complaints Officer.

Our Complaints Officer will identify actions to remedy the complaint where possible and provide you with a decision within 30 days from the date of notification of your complaint.

If you are dissatisfied with our final response to your complaint, you may be able to refer your complaint to the Australian Financial Complaints Authority (AFCA).

AFCA is an independent external dispute resolution scheme approved by the Australian Securities and Investments Commission (ASIC) and its services are free to you. We are a member of this scheme and we agree to be bound by its determinations about a dispute.

Website: www.afca.org.au
Phone: 1800 931 678 (free call)
Email: info@afca.org.au
Mail: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

Privacy Collection Notice

We value the privacy of personal information and are bound by the Privacy Act 1988 (Cth) when we collect, use, disclose or handle personal information to offer, provide, manage and administer the many financial services and products we and our group of companies are involved in (including those outlined in this FSG).

Further information about our privacy practices can be found in our Privacy Policy that can be viewed on our website at www.austbrokerscorporate.com.au or alternatively, a copy can be sent to you on request. Please contact our office or visit our website if you wish to seek access to, or to correct, the personal information we collect or disclose about 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.

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).

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.

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 primary purposes for which it was collected or as consented to.

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.

What We Collect Your Personal Information For

We collect, hold, use and disclose your personal information for a variety of reasons including:

- To provide and assist our subsidiaries and affiliates with the provision of insurance broking services, insurance intermediary services, funding services, claims management services and risk management and other consulting services;
- To process and respond to a complaint or request you may make;
- If you have given consent for AUB's use of the personal information for one or more specific purposes;
- For the provision of services or the administration of our business and the business of our subsidiaries and other affiliated companies (including fulfilling and exercising our obligations and rights, exercising or defending legal claims and managing the relationship with you; and
- Where it is necessary to meet our obligations at law.

We also use personal information to develop, identify and offer products and services that may interest you, conduct market or customer satisfaction research. 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.

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.austbrokerscorporate.com.au or by contacting us (our contact details are below).

Your Consent

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: 61 2 9326 8050

By email: privacy@austbrokerscorporate.com.au

In writing: Level 14, 141 Walker Street, North Sydney, NSW 2060

Terms of Engagement

September 2024

You have engaged us to act on your behalf as an insurance broker.

Our Services

As your insurance broker, we will provide the following services:

Pre-Placement Services

- Help you identify and assess your risks and develop a proposal to submit to a potential insurer/insurers;
- Providing advice on risk mitigation and management strategies.

Insurance Placement, Renewals, Variations, And Premium Funding

- Advise and make recommendations as to your insurance requirements.
- Develop a proposal to submit to a potential insurer(s) or prepare underwriting submissions.
- Obtain insurance quotations (for more information on how we will seek quotations see “Approaching the Market”).
- Where appropriate, negotiate policy coverage or terms with any existing and/or alternative insurer(s).
- Review your insurance arrangements:
 - When you inform us about material changes to your circumstances, or
 - At the time of any scheduled reviews as agreed with you.
- Facilitate policy changes and/or cancellations as per your instructions.
- Adjust premiums on prior year policies.
- Contact you with our recommendations and provide any documentation that is required to enable you to make an informed decision.
- Seek to bind coverage where you have authorised us to do so (except in urgent circumstances where unless you instruct otherwise, we may choose to bind insurance on your behalf if we consider that is in your best interests).
- Confirm placement and/or renewal of the insurances to you (and any other interested party).
- Calculate, invoice and collect the premiums.
- Review the product disclosure statements/policy wordings and, if applicable, obtain signed policies from insurers.
- If required, assist you with any Insurance Premium Funding needs.

Claims Services

- If required, assist you to prepare and manage any claim under the policies we have placed on your behalf. We will:
 - Keep you informed in a timely manner regarding the progress of the claim.
 - Notify you of the insurer's response to a submitted claim as soon as it is reasonably practical to do so.
 - Advise you if the insurer seeks to negotiate a settlement of your claim.
 - Seek your instructions before agreeing to any settlement of your claim.
 - Act as claims advocate on your behalf if a claim is either unreasonably denied or reduced by the insurer.
 - Explain the reasons for the insurer's decision if they decline to pay a claim, and outline what further steps can be taken, including steps to make a complaint.
- In the event you terminate our appointment as your insurance broker, we will provide details of any claim(s) to you to provide to your new insurance broker so that they may continue to negotiate settlement on your behalf. If you require us to continue to handle existing claims on your behalf, we will charge you a fee to do so.

Please Note - Our appointment will automatically cease upon your advice for cancellation of an insurance product with us. However, our appointment will automatically extend upon inception of any new insurance products you arrange with us. A full listing of the insurance products for which we are appointed to act on your behalf will be provided to you as part of your renewal correspondence we issue to you each year and can vary from the listing provided to you the year before.

Approaching the Market

We have arrangements with a number of insurers and underwriters, which enables us to find the insurance product which meets your needs. When providing you with our recommendation we will usually only consider the policies offered by the insurers or underwriters we deal with regularly. In giving you advice about the costs and terms of recommended policies, we have not compared those policies or obtained quotations from the broader general insurance market.

Our Advice to You

Personal Advice

We will tell you when we are providing Personal Advice. When providing personal advice we will take into consideration your personal objectives, financial situation or needs before making a recommendation. In order to provide this advice, we rely on you to provide accurate and complete information.

General Advice

Unless we tell you otherwise, we are providing General Advice only. When making a recommendation, we will not take into consideration your personal objectives, financial situation or needs. Before taking any action, you should consider whether the advice we have provided is appropriate to you having regard to your individual circumstances. Clients should obtain and read the relevant product disclosure statements before making a decision.

Remuneration

When we act on your behalf in advising on or arranging insurance we can be remunerated in a number of ways. This can vary according to the service you require and/or our arrangements with the relevant insurer.

We may be remunerated by:

- Commission from the insurer usually between 0% and 25% of the premium paid (excluding taxes, charges and levies);
- Fees we charge you; OR
- A combination of the above.

When we provide personal advice on a retail product the exact amount of remuneration will be disclosed to you in our Personal Advice Disclosure document provided with our invoice. Further information regarding our remuneration is included in our FSG.

Continuity of Cover

It is important that you maintain continuity of cover. Accordingly, if a contract of insurance that is renewable 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 ask that you tell us as soon as possible. A short-term time on risk premium may apply. Please tell us if you do not wish us to provide this service.

If a contract of insurance is non-renewable for example Professional Indemnity Insurance and Management Liability Insurance, we are unable to hold cover or renew without a completed proposal form/declaration and your written instructions. Without these, at expiry of the contract the cover will cease, as the policies are “claims made” there will be no continuity of cover. In order to avoid any gaps in cover please respond to our communication at the earliest.

Renewals

We will take appropriate steps to contact you well before or at least fourteen (14) days prior to your insurance cover expiry date, we will action one of the following:

- a. Forward to you an invoice and policy schedule stating the details of cover arranged and applicable premium including all charges and fees based on the information held in our file; or
- b. Contact you to obtain relevant information to review your future insurance needs, including any changes in your circumstances, to enable us to seek cover terms and conditions, and advise you of available options (if any).

If we have not received a response from you, we may proceed and renew your insurance/s based on the information held in our file, and forward to you an invoice and policy schedule stating the details of cover arranged and applicable premium including all charges and fees.

Following receipt of any documentation from us, we will rely on you to carefully review the attachments including the invoice and policy schedule, and advise us if there are any changes in your circumstances and confirm that the information contained within the documents, which includes the basis on which the insurer has offered renewal terms, is complete and accurate.

Policy 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, or on instructions from the insurer or premium funder. We cannot cancel any contract of insurance which is subject to the Marine Insurance Act 1909.

When cover is cancelled before the expiry of the period of insurance (mid-term), we will only refund to you the net return premium we receive from the insurer and not refund any part of the commission or the broker fee we receive for arranging the cover. A broker fee may be charged to process the cancellation.

In the event of a mid-term cancellation or your appointment of another broker after a renewal has been processed, we will not agree to refund any applicable commissions or fees charged.

Premium Funding

Premium funding enables you to pay your premiums by instalments. Premium funders 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. If we arrange premium funding for you, we may be paid a commission by the premium funder in the range of 0% to 3% of the total amount funded.

Payment Terms

We will invoice you for the premium, relevant taxes, charges and levies, 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.

In some instances, you may be required to pay the premium before cover is incepted, we will confirm this to you if applicable.

If you do not pay the premium on time, the insurer may cancel the contract of insurance and you will not be insured.

Credit Card Fees

We offer the option to pay by credit card, if you pay by credit card, we will charge you a non-refundable credit card fee. The rate will be shown on your invoice and reimburses us for bank interest, extra charges/costs and time incurred by us when providing credit card facilities.

Important Relationships

We are a member of the Austbrokers network of insurance brokers. Further information on our relationships is included in our FSG.

Consent To Electronic Delivery Of Correspondence And Notices

We prefer to provide all correspondence and disclosure notices (including Invoices, Financial Services Guides, Personal Advice Disclosure and Product Disclosure Statements/Policy Wordings) to you electronically, via email or links to our website. By providing your email address to us, we will take this as your consent and will use this email address for all correspondence and disclosure notices. Should you not wish to be sent our correspondence or disclosure notices electronically please advise us and we will update our records accordingly.

Period of Engagement

Our initial appointment takes effect from the date of the email to which this document is attached and will remain in effect until written cancellation is issued by either party. The commencement date of our continued engagement is the renewal date recorded on your policy documentation and will again remain in effect until written cancellation is issued by either party.

We will notify you of any changes to terms of trade or services provided.

We look forward to working with you and to a long and mutually satisfactory relationship. We encourage you to contact us if you have any questions about our services or your insurance needs.

Important Information About Your Insurance

September 2024

Understanding Policy Terms and Conditions

It is essential that you read and understand all the policy documents we provide you including the policy wording/Product Disclosure Statement, endorsements, and coverage summary, which contain the terms of your cover, exclusions, applicable limits, and sub-limits. If there are any errors in the policy documents or the cover is not suited to your needs, you must inform

Utmost Good Faith

Every contract of insurance is subject to the doctrine of utmost good faith which requires the parties to the contract to act towards each other honestly and fairly, avoiding any attempts to deceive in respect of any matter arising under the contract. The insurer may refuse to pay your claim, cancel your policy, or both if you fail to act with the utmost good faith.

Change of Risk or Circumstances

You should carefully monitor and review that your insurance contract is adequate to cover your assets or business activities and seek a variation if it is not. Many policies require us to notify the insurer in writing of certain changes to the insured risk during the period of insurance. The insurer can then decide whether to cover the new risk. Examples are: - For insurance covering property location changes, new business activities or any significant departure from your normal business operations. - For insurance covering your liability to third parties changes to the nature of your business, and specifically in products liability, changes to your product range or your involvement in products not previously notified to insurers.

Interest of Other Parties

Many policies exclude cover for an interest in the insured property held by someone other than the insured, unless that interest is specifically noted in the policy. For example, if property is jointly owned, or subject to finance, the interest of a third party such as the joint owner or financier may be excluded if it is not specifically noted on the policy. If you want the interest of any third party to be covered, please let us know, so that we can ask the insurer to note that party's interest on the policy.

Claims Made

If your policy is on a claims made basis it will provide cover for claims first made against you and notified to the insurer in writing during the period of insurance, provided that the act(s) resulting in the claim occurred after any retroactive date specified in your insurance schedule. In order to ensure you can claim under the policy, please report all incidents that may give rise to a claim against you to the insurer immediately after they come to your attention and before the policy expires.

Occurrence Basis

if your policy is on an occurrence basis, then the policy that will respond is the policy that was in force at the time of the incident or when the injury or damage occurred.

Retroactive Date

If the policy has a retroactive date, then only incidents or damage that occur or are alleged to have occurred, on or after that date is covered under the policy.

Underinsurance

Underinsurance occurs when you have not insured the full repair or replacement value of your property/asset. If you are underinsured, your insurer may rely on any 'Average' or 'Co-insurance' clause in the policy. This means you may not receive full compensation for your loss and would have to bear part of the loss yourself.

Average or Co-Insurance

Property policies and some other policies contain an "average" (sometimes called "co-insurance") clause. Under this clause if the sum insured under your policy does not cover the full cost of your loss, your claim may be reduced in proportion to the amount of this under insurance. If you do not want the average to apply, you must ensure that the level of your insurance is adequate whenever you take out or renew a policy. As an illustration of how the Average or Co-Insurance clause is applied:

Full (replacement) value is \$1,000,000 but the sum insured is \$500,000 (being 50% of the full value). If there is a claim, for say \$100,000, the amount payable under the policy because of the Average or Co-Insurance clause is \$50,000 (being 50% of the \$100,000).

Sanctions

We are unable to provide any of our services to the extent that the provision of such services will violate applicable law or expose us to any sanction, prohibition or restriction under the UN Security Council Resolutions or under other trade or economic sanctions, laws or regulations.

Subrogation

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 third party, or another party who would be otherwise liable.

Examples of such agreements are the "hold harmless" or "release" clauses which are often found in leases, in maintenance or supply contracts and in service/repair contracts. If you are in doubt, please consult us.

Your Duty of Disclosure / Duty To Take Reasonable Care Not To Make A Misrepresentation

September 2024

Other than in the case of consumer contracts (as defined in Part IV of the Insurance Contracts Act 1984 (Cth) (ICA)), before you enter into a contract of insurance, you have a duty to disclose anything that you know, or could reasonably be expected to know that may affect the insurer's decision to insure you and on what terms. You do not need to tell the insurer anything that reduces the risk, or is common knowledge, or that the insurer already knows or should know as an insurer, or where the insurer has waived your duty of disclosure.

In the case of consumer contracts (as defined in Part IV of the ICA), you have a duty to take reasonable care not to make a misrepresentation about the risk to the insurer. This means you need to answer all questions honestly, accurately and completely. Examples of matters that should be disclosed are:

- Any claims you have made in recent years for the particular type of insurance;
- Cancellation, avoidance of, or a refusal to renew your insurance by an insurer;
- Any unusual feature of the insured risk that may increase the likelihood of a claim; and
- Circumstances which may give rise to a claim.

Whichever duty applies, you owe the relevant duty to the insurer (both in respect of information about you and information you provide about others) up until the time the insurer agrees to insure you. You have the same duty before you renew, extend, vary or reinstate a contract of insurance.

You need to tell us if you have disclosed information in the application process and something has happened that makes that information no longer accurate, or new matters arise that would require disclosure under your duty. You must do this before the policy has been entered into (or renewed, varied, reinstated or extended as applicable).

If you are uncertain about whether or not a particular matter should be disclosed to the insurer, please contact us.

Non-Disclosure And Misrepresentation

If you fail to comply with your duty of disclosure, or in the case of consumer contracts fail to take reasonable care not to make a misrepresentation in disclosing information to us, the insurer may cancel your contract or reduce the amount that it is required to pay you if you make a claim, or both. If your failure is fraudulent, the insurer may refuse to pay a claim and treat the contract of insurance as if it never existed.



Contact Nautical Risk Solutions

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