

# 2024 FINANCIAL SERVICES GUIDE

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## Lack of Independence Disclosure

We are not independent, impartial, or unbiased because IA and our representatives may receive remuneration or other gifts or benefits from:

- the issuer of the general insurance product you buy (e.g. commission)
- other third parties for related services provided in connection with our advice service (e.g. premium funding).

These may reasonably be expected to influence the advice provided to you. We explain these arrangements in more detail in this document.

It is important to note that, when providing advice to you, we always act in our client's best interest and have policies and procedures to properly manage conflicts of interest. If you need more information, please ask us.

## What is a *Financial Services Guide?*

This Financial Services Guide (FSG) contains information about our services, what we're paid for our services, your rights as a client, and other things you need to know about insurance matters, including how we deal with any complaints you may have. 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'll do so on the terms set out in this FSG. By requesting our services, you are accepting these terms. If there's any change to these terms, we'll confirm them in writing. This FSG outlines the basis of our relationship.

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

- Terms of Engagement and/or Letter of Appointment - this details the terms and conditions of our appointment as your general insurance broker;
- Risk Analysis 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) - 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)

   documents prepared by the respective issuers of the products that contain information about the products we recommend, to help you decide whether to buy the product;
- Confirmation Notices confirm the details of transactions we arrange on your behalf.

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

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

# 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 subscribes to their Code of Practice.

IA was formed in 1996 to give insurance advisers the benefits of tapping into a national buying group for products and services needed in today's complex business world. IA is a member of the publicly listed AUB Group Limited which has over \$9.5 billion of gross written premium under management.

# What support does *IA Provide*?

IA provides a comprehensive support infrastructure that enables your adviser to deliver high-quality advice and a wide range of services.

This infrastructure includes:

- sophisticated planning tools to help develop more effective solutions
- current research that can identify and compare products from a variety of insurers
- 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.

### *You can contact IA's head office at:*

Insurance Advisernet Australia P/L PO Box 633 North Sydney NSW 2059

**\$** 1300 366 085



Insurance Advisernet Australia was founded in 1996, and Insurance Advisernet New Zealand in 2006. Today, we're one of the largest and most respected general insurance businesses operating in these two countries, with an ever-growing network of over 270 authorised insurance advice practices.

As part of the AUB Group, an ASX-listed company, with over \$9.5 billion in premium under influence across its network, our buying power spans major insurers in Australia, plus access to major overseas insurers.

We're proud to say that Insurance Advisernet has won the ANZIIF industry award for Authorised Representative Network of the Year every year since 2018.



### Advice You Can Trust

Trust sits at the heart of any successful relationship. It's the cornerstone on which Insurance Advisernet is built. For over two decades Insurance Advisernet has grown by building an unwavering trust with business owners across Australia and New Zealand. How? By putting the needs of our customers above all else; by being transparent about the reasons behind our recommendations; and by always doing what we say we'll do. We go further to understand your risk profile, ensuring your insurance needs are accurately and objectively met. This foundation of trust has seen us become one of Australasia's leading general insurance broker dealer groups. Because we deliver the very best advice, the most efficient systems and the right insurance solutions for every individual client. It's a trust we never take lightly or for granted. And one we look forward to sharing with you.



Your adviser (and, if applicable, their employer) is an Authorised Representative of Insurance Advisernet Australia Pty Limited (IA). If you have questions about the services that IA provides, you should contact your adviser.

Adviser Name
Adviser ASIC Authorised Rep No.
Employer Name
Employer ASIC Authorised Rep No.
Address
Telephone
Email
Qualifications

## Customer Support

We're committed to supporting clients who may be experiencing vulnerability due to a range of factors including (but not limited to):

- 🗸 age
- disability, mental and/or physical health conditions
- family and domestic violence
- financial distress
- other personal or financial circumstances causing significant detriment.

We'll do our best to identify any vulnerability - however, we encourage you to tell us if you are experiencing vulnerability as we may not otherwise become aware of these circumstances.

Where we identify that additional support or assistance is needed, we'll work with you to find a suitable way to proceed, while always respecting your right to privacy and self-advocacy. This additional support may include seeking support from a third party – for example, a lawyer, interpreter, or friend – and we'll make reasonable accommodations to allow for this. In some cases, we may be able to refer you to people or services with specialist training and experience.

# What Products & Services is your Adviser Authorised *to Provide You?*

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

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

We commit to:

- conducting an analysis of your risk/ needs and providing recommendations on the correct covers required
- recommending 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 affect you
- assisting with lodgement of insurance claims and follow up support to help you claim your entitlements.

IA provides financial product advice and deals in a wide range of general insurance policies. Your adviser is authorised to provide financial product advice for certain classes of general insurance including:

Tier 1 / Diploma	
Home Building / Contents Motor Vehicle Personal Accident & Illness Directors & Officers Liability Burglary / Money Travel	Business / Professional Trades / Farm Package Property Damage Public Liability Professional Indemnity Cyber Liability
Tier 2 / Cert III	
Home Building / Contents Motor Vehicle	Travel

To deliver advice that is appropriate to your circumstances, we need you to provide us with complete information about the risk(s) to be insured on our risk analysis document. This ensures we correctly evaluate your situation, needs and objectives. You should also tell us about any relevant changes as they occur.

If you're 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 might also decide that it is not appropriate to give you advice without further information. If we give advice, you'll need to assess its appropriateness to your needs before acting on it.

2024 Financial Services Guide

## Does your Adviser offer Financial Services other than *General Insurance*?

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

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

### Who do we Act For?

In our role as a general insurance broker, IA and your adviser ordinarily act on your behalf.

However, IA has arrangements with certain insurers authorising us to arrange and issue insurance contracts on their behalf, either under a Binding Authority or as a Coverholder. In these circumstances, we act on behalf of the insurer and not on your behalf. You will be clearly informed whenever this is the case.

We may receive remuneration from the insurer when acting under a Binding Authority or Coverholder arrangement in respect of insurance products we recommend. Such products will only be recommended where, based on our assessment, they are appropriate to meet your general insurance needs.

## How will we look after your Insurance Needs?

You can provide us with instructions in person, by phone or email, or in writing. However, we may require your signature on our risk analysis document to ensure we have correctly assessed your situation and/or circumstances.



#### New business

If you need cover for a risk or property that isn't insured, contact us as soon as possible. If you need immediate cover, we can usually get an interim contract of insurance (which is generally valid for a month or less).

To arrange this:

- 1. We'll ask for details of the property or risk and all other information that you need to disclose to the insurer.
- 2. We'll send you a proposal/risk analysis document for completion.
- 3. You'll need to complete and sign this document, and return it to us as soon as possible and before the interim cover expires.
- 4. We'll 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 required to give you at least 14 days' notice of expiry of any insurance contract. They'll send a notice of renewal or nonrenewal to us for insurance that we arranged or last renewed for you. We'll promptly pass on renewal notices to you, as long as you haven't told us that you no longer wish us to act on your behalf.

At that time, we'll send you the insurer's offer to renew the insurance contract and invoice you for the cost of the renewal. If the insurer doesn't offer to renew the contract, we'll contact you.

If you wish to change the details of the cover, let us know as soon as you receive the renewal offer. If you want us to renew the contract on your behalf, you must provide us with written instructions 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 can't guarantee this. If you arranged or renewed insurance directly with an insurer or through another broker, we aren't responsible for notifying you of expiry or arranging renewal unless you ask us to do so.

#### Changes

You should carefully review your insurance contract to ensure that it is adequate to cover your assets or business activities.

If you want to change any cover – e.g. by increasing the sum insured or adding other property – please provide us with details of the changes and any other information you need to disclose to the insurer.

We'll try to make the changes with the insurer. If they're accepted, we'll provide you with written confirmation.

In the case of new business, renewals, and changes, we'll let you know straight away if the policy coverage is accepted, declined, cancelled, or lapsed.

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#### Claims

We'll receive your claims notifications, give you advice about the scope of cover, and pass the information to the insurer.

If a loss adjustor is appointed, we'll pass on your contact details and coordinate meetings (with your permission). In the case of a major loss, we can attend the initial meeting with the loss adjustor if you wish us to.

We'll promptly forward to you all claims documents, insurance company settlement cheques, and other information.

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



#### Your contact details

We need to contact you from time to time, so it's important that you let us know about any change of address or contact details. We'll use the latest contact details we have on record, and assume that you've received our communications. If you don't update your details, your insurance coverage might be impacted.

## What Fees & Commissions are *Payable for Services*?

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

#### IA's remuneration

As a general rule, we may be paid a commission when we arrange insurance on your behalf. The insurer will pay us an amount based on a percentage of the base premium of between 0% and 25%. 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: an adviser or IA service fee, administration fee, cancellation fee, 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, based on the nature of the service we provide.

#### Your adviser's remuneration

IA pays your adviser between 80% and 98% of the commission, fees and/or charges 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 the achievement of IA's and his/her employer's corporate goals.

#### **Example:**

Base premium	\$100.00
Fire services levy	\$30.00
GST	\$13.00
Stamp duty	\$7.00
Total premium	\$150.00
Total commission received by IA	
(assuming the insurer paid a commission rate of 15%)	\$15.00
<b>Commission paid to adviser</b> (assuming adviser commission rate of 80%)	\$12.00

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 receive the interest earned.

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

- data communication, input and management
- use and development of our system software for premium rating and/or risk acceptance
- issuance and distribution of policy documents
- 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 may receive a distribution access fee from insurers.

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

#### Other

Some insurers may also pay IA a quality practice contribution to support the insurer and IA to work together to develop and implement higher quality services provided by the insurer and IA to you. These arrangements are negotiated by IA Head Office with certain insurers and our advisers have no knowledge of them. If you would like more information, please ask us.

IA and your adviser may 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). We won't accept any non-monetary remuneration if this could reasonably be expected to influence the advice we provide to you.

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're 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 quality practice contribution arrangements with the premium funder to develop and implement higher quality services provided by premium funder and IA to you. We may also receive soft dollar benefits from them.

#### Conflict of interest

Conflicts of interest may arise when some or all of your interests as our client are, or may be, inconsistent with some or all of our interests.

To manage this, we have a Conflict of Interest policy and procedure, including training and monitoring, to ensure we are aware of and can effectively manage any conflict of interest. IA, our staff and Authorised Representatives must comply with this policy and procedure.

Where a conflict is unavoidable, we will consult with you regarding steps to manage the conflict.

Our Associations and Shareholding:

IA is a member of the Austbrokers network of insurance brokers, and AUB Group Limited is a shareholder in our business. In some cases, we may refer you to or recommend the services of one of our related bodies corporate. For example, your insurance may be placed through an underwriting agency or another broker within the Austbrokers network, in which AUB Group Limited holds an interest.

Any such placement will be conducted on an arm's-length basis. As members of the same corporate group, we may indirectly benefit from any referral or recommendation, if it improves the group's performance. Importantly, any referrals made by your Adviser are made with your needs and interests as the primary consideration, and your Adviser does not directly benefit from any such referral.

Further information about our associations and shareholdings is available at **www.insuranceadviser.net/our-associations** 

## What are our *Terms of Payment?*



#### Invoices

We'll invoice you for the premium, statutory and similar charges (e.g. 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 don't pay the premium, statutory and similar charges, and our fees and charges on time, the insurer may cancel the contract of insurance and you won't 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 can't 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 an insured in the contract of insurance. We can't 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'll pass on to you the net refund of premium (if any) we receive from your insurer. We won't 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 cancellation fee.



# *Minimum and deposit premiums and cancellation*

Some insurance contracts include a minimum deposit premium, a percentage cancellation fee or penalty, or a noncancellation 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 read these documents before you make any decisions about buying an insurance product, and ask your adviser for more information to help you make your decision.

#### Premium funding and cancellation



While 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). If 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.

## 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 and omissions arising from advice provided by us or our representatives and employees. It 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 doesn't usually cover work done by our representative or employee before they are appointed by us or after their appointment ends.

If you require further information regarding our professional indemnity insurance, please contact our Compliance Officer.

### Duty of disclosure / Duty to take reasonable care not to make a misrepresentation, and consequences of Non-disclosure and misrepresentation

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 to the insurer. This means you need to answer all questions honestly, accurately and completely, including where you provide information on behalf of another person.

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.

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.

#### Referrals

In some circumstances, we may refer you to another service provider. In making any referral to a third party we don't advise or represent that their products and services are right for you and take no responsibility for these products and services. 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 don't, your insurances may be inadequate to cover you fully or to the extent that you intend.

We can help you 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 don't need the contract, you may have 14 days to change your mind. These 14 days begin either on the date you receive confirmation of the contract or the date it was arranged, whichever is earlier. 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 keep its reasonable administration and transaction costs and a short term premium.

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

# *Privacy – what information we keep about you and how you can access it*

We're committed to protecting your privacy in accordance with the Privacy Act 1988 (Cth) (Privacy Act) and the Australian Privacy Principles (APPs). Where required, we'll 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 for more information about our privacy practices. This includes how we collect, use or disclose information, how to complain about a breach of Australian Privacy Principles, and how such a complaint will be handled.

You can check the information we hold about you at any time. To read our Privacy Policy, ask us for a copy or visit our website at **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 don't want to bear a proportion of any loss, when you arrange or renew your contract of insurance, you must ensure that the amount you're insured for is enough 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. As we aren't property valuers, we can't advise on the value of property you insure.

#### Interests of other parties

Some insurance contracts don't 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 doesn't name the financier.

You need to tell us about everyone who has an interest in the property insured so we can ensure that they're 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 isn't included in the insurance contract.

#### Waiver of rights

Some insurance contracts 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).

You need to tell us about any contracts of this type which you have or plan 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 change these terms or offer less than the minimum amount of insurance, they must clearly inform you in writing. 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 isn't 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

For this class of insurance, your cover doesn't extend to any liability you've agreed to accept, unless you would have had the same liability even without an agreement.

### Limit of liability

The insurer's limits of liability won't exceed the sum insured stated against each item in the policy.

#### Utmost good faith

Every insurance policy is based on the principle that both you and the insurer must act towards each other with the utmost good faith. If you don't, your right to claim under the policy may be affected.

## NIBA & the General Insurance Brokers Code of Practice

IA is a proud member of the National Insurance Brokers Association of Australia (NIBA) and is bound by their Code of Conduct.

We also subscribe to the General 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 at https://ialinks.net/NibaCode

## Who do I contact with any *Complaints and/or Disputes?*

If you aren't fully satisfied with our services and/or your complaint is not satisfactorily resolved, please contact us by phone, in writing or via our website:

Complaints Officer Insurance Advisernet Australia P/L PO Box 633, North Sydney NSW 2059 1300 366 085 www.insuranceadviser.net

We'll try our best to resolve your problem openly and fairly and within 30 days.

If you're still not satisfied, we subscribe to Australian Financial Complaints Authority (AFCA) 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 AFCA who will seek a solution that is acceptable to both parties.

In some circumstances, a complaint or dispute may arise between you and the insurer. If this happens, IA will provide you with details of the insurer's internal dispute resolution process and, if the dispute remains unresolved, access to the Australian Financial Complaints Authority. If the dispute proceeds, you should get legal advice from a qualified lawyer.

Further Information about AFCA is available from IA and/or from **www.afca.org.au** or you may call them directly on 1800 321 678.

## Privacy Collection *Notice*

At Insurance Advisernet Australia Pty Ltd (IA) ABN: 15 003 886 687, we're 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
- provide you with information and 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 don't provide some personal information to us?*

If we don't have the required personal information, we or any involved third parties may not be able to provide appropriate services or products. In this case, we'll explain what the impact will be.

#### How we collect your personal information

Collection can take place by phone, 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'll collect your information directly from you or your agents.

When we receive personal information indirectly, who it is from can depend on the circumstances.

We'll usually get information 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
- persons who we enter into business alliances with.

#### We attempt to limit the collection and use of sensitive information from you unless it is necessary to carry out the services provided to you. However, we don't 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 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 don't 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'll 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. Your personal information is disclosed 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
- 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. We take reasonable steps to ensure 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, and conduct market or customer satisfaction research. From time to time, we may develop arrangements with other organisations that might be of benefit to you in relation to promoting, administering, and using our respective products and services. We don't 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. The countries we disclose to may change from time to time – and 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 ensure that overseas providers don't breach the Privacy Act. They also may not be subject to the same level of protection or obligations that are offered by the Act. By proceeding with our services and products, you agree that you can't 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 don't 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 about a breach of the Australian Privacy Principles and how such a complaint will be handled, please refer to our Privacy Policy available at **www. insuranceadviser.net** or by contacting us (using the details below).

## 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:

**C** 02 9954 1311

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