

Duty of Disclosure and other Important Notices.

SOME IMPORTANT THINGS YOU NEED TO KNOW

It is essential that you carefully read and understand the following important notices. If you have any questions, please ask us.

Make sure you comply with your Duty of Disclosure or Duty not to Misrepresent

The Insurance Contracts Act 1984 requires that you, and everyone who is an insured under your policy, comply with the duty of disclosure. Make sure you explain the duty to any other insureds you may apply on behalf of. We do not do this unless specifically agreed in writing.

If your contract is not a consumer insurance contract, then you must tell the insurer certain matters which will help them decide whether to insure you and, if so, on what terms.

If your contract is a consumer insurance contract, then you have a duty to take reasonable care not to make a misrepresentation to the insurer when answering questions that the insurer will ask you and when you provide the insurer with information.

You have the above duties in relation to non-consumer insurance contracts and consumer insurance contracts (as applicable) until the insurer agrees to insure you and before the insurer agrees to renew your policy. You also have the same duty before you extend, vary or reinstate an insurance policy.

If you are responding for other insureds

If you are providing information for other insureds, you confirm you have their authority to do so and that the information provided is what they have told you in response to the duty of disclosure or duty not to misrepresent obligations (as applicable).

Avoid making misrepresentations or not telling the insurer something

If you (or anyone who is or proposed to be an insured, under the policy) do not take reasonable care not to make a misrepresentation to the insurer for consumer insurance contracts, or if you do not tell the insurer something that you are required to tell them for non-consumer insurance contracts, they may cancel your policy or reduce the amount they will pay you in the event of a claim, or both. If the misrepresentation or failure is fraudulent, the insurer may refuse to pay a claim and treat the policy as if it never existed.

If we act on behalf of the insurer, you need to refer to the policy which will set out the duty that applies. We will advise you when/if we act on behalf of the insurer.

If we act on your behalf, to assist us in protecting your interests, it is important that you tell us every matter that:

- you know; or
- a reasonable person in the circumstances could be expected to know, may be relevant to the insurer's decision whether to insure you and, if so, on what terms.

If in doubt it is better to tell us. We will then assist you in determining what needs to be disclosed to the insurer in order to meet your duty.

When you apply for your policy or renew your policy, the insurer may ask you specific questions relevant to their decision whether to insure you or renew your policy.

When you answer any questions asked by the insurer for a non-consumer insurance contract, you must give honest and complete answers and tell the insurer, in answer to each question, about every matter that is known to you and which a reasonable person in the circumstances would include in answering the questions. 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.

An insurer who is deciding whether they are prepared to renew your policy, may give you a copy of anything you have previously told them and ask you to tell them if anything has changed. If an insurer does this, you must tell them about any change or advise that there is no change. If you do not respond then this will be taken to mean there has been no changes.

When you answer any questions asked by the insurer for a consumer insurance contract, you must take reasonable care not to make a misrepresentation to the insurer when answering those questions. For example, it is important that you answer these questions fully and accurately, to the best of your knowledge.

Delay between final entry into the policy and original disclosure of information

You need to tell us if you have disclosure of information in the application process and something has happened that makes the information disclosed inaccurate, or new matters arise that would require disclosure under the duty. You must do this before the policy has been entered into (or renewed, varied, reinstated or extended as applicable).

Misstatement of Premium

We try to tell you the correct amounts of premium and statutory and other charges that apply to your insurance. In the event that we misstate that amount (either because we have made an unintentional error or because a third party has misstated the amount), we reserve the right to correct the amount. Where permitted by law, you shall not hold us responsible for any loss that you may suffer as a result of any such misstatement.

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.

Cancellation of your Policy

If a policy is cancelled before the expiry of the period of insurance, we reserve the right to refund the net return premium we received from the Insurer or have a cancellation fee charged to offset the Insurers deduction of commission. Please ask us for any additional information you require about our remuneration or cancellation policy.

Australian Financial Complaints Authority (AFCA)

If you have any complaints about the service provided to you, you should contact us and tell us about your complaint. If the complaint cannot be resolved to your satisfaction within 30 days, you have the right to refer the matter to AFCA.

Online: www.afca.org.au

Email: info@afca.org.au

Phone: 1800 931 678

Mail: Australian Financial Complaints Authority

GPO Box 3 Melbourne VIC 3001

Important Notice about your Austbrokers Broker and Hunter Premium Funding Agreement

Austbrokers role and remuneration

Your Austbrokers Broker and AUB Group Limited ('AUB') (ABN 60 000 000 715) have a preferred supplier arrangement with Hunter Premium Funding Pty Ltd ('Hunter') for the arrangement of premium funding. They do not act for Hunter and do not advise on whether Hunter's products or services are appropriate for you. You need to make your own decision based on the information provided.

If you use Hunter, your Austbrokers Broker receives commission which is a percentage of the amount funded excluding GST. We may also 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.

Your Austbrokers Broker is owned [partly/ wholly] by AUB and benefits from any profit made by this entity due to this arrangement.

If your loan is cancelled, your Austbrokers Broker and AUB keep any payments received pursuant to the above arrangement with Hunter. If you need more information or explanation of the above, please ask us.

Cancellation of your Policy(ies) on request of Hunter

Your Loan Agreement with Hunter allows your Austbrokers Broker, on receipt of a notice from Hunter requesting cancellation of any policy specified in the Loan Agreement with Hunter, to cancel the policy and provide the relevant refund to Hunter. Your Austbrokers Broker will notify you of any such cancellation.

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