



**DRIESSEN**  
Insurance Brokers

*Over 100 years of history*

**Driessen Insurance Brokers Pty Ltd**

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## Terms of Engagement

We thank you for the opportunity to assist with your insurance needs. We confirm below how and on what terms we will provide our advice and services to you.

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.

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.

### 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.

### Further information you may receive from us

You may receive the following documents from us or they are accessible on our website [www.driessen.com.au](http://www.driessen.com.au)

- **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 Policy** 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.
- **Important Notices and Information** 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.

### Insurance Brokers Code of Practice

We subscribe to and are bound by the Insurance Brokers Code of Practice, a copy of which is available from the National Insurance Brokers Association (NIBA) website, [www.niba.com.au](http://www.niba.com.au).

### Our Services

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

#### Insurance placement, renewals, variations, and premium funding

- Help you identify and assess your risks.
- 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.

### **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**

We may collect information from you to provide you with a quotation and our recommendation. When making our recommendation, we may not take into consideration your personal objectives, financial situation or needs. Before taking any action, you should review the information we provide to you, to ensure it is complete and accurate, and consider whether the advice we have provided is appropriate to you with regard to your individual circumstances and insurance needs. You should read the relevant product disclosure statements before making a decision.

## **Remuneration**

In return for the services we provide, we will receive a commission usually between 0% and 30% of the premium paid (excluding taxes, charges and levies) which is paid to us by the insurer, and a fee payable by you.

## **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 stating the details of cover arranged and applicable premium including all charges and fees; 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 will proceed and renew your insurance/s based on the information held in our file, and forward to you an invoice stating the details of cover arranged and applicable premium including all charges and fees. Following receipt, we will rely on you to carefully review the invoice and advise us if there are any changes in your circumstances and confirm that the information contained within the invoice, 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.

## **Consent to electronic delivery of correspondence and notices**

We prefer to provide all correspondence and disclosure notices (including Invoices, Financial Services Guides, 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 Terms of Engagement are effective from the date of your initial contact with us and will remain valid indefinitely, unless we agree in writing otherwise or we notify you of any changes by the provision of an updated Terms of Engagement. You may cancel our appointment in writing, giving us 30 days notice.

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.