

AUSTRALIAN INSURANCE SOLUTIONS PTY LTD

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CROAKERS INSURANCE PTY LTD

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IMPORTANT NOTICES

REGARDING THE ATTACHED TAX INVOICE AND THE INSURANCE WHICH HAS BEEN EFFECTED

1. Your 'Duty of Disclosure'

i. As it applies to ALL general Insurance policies EXCEPT Motor Vehicles

This insurance has been effected on the understanding that the answer to all of the following questions is no, unless you have advised otherwise.

Have you either alone or jointly with others or has any person or company insured under this policy;

- Had any insurance declined or cancelled, renewal refused, claim rejected, special conditions or excess imposed by any insurer.
- In the last 5 years, claimed on any insurance for or suffered any loss or damage by an event to be insured by the proposed insurance, which has not already been reported to us.
- You are also obliged to advise the insurer of any criminal, insolvency or bankruptcy matter.

If the answer to any of the above is yes, you must immediately advise us of the details. Non disclosure may result in the insurer avoiding the policy or rejecting a claim or reducing the amount payable in respect of a claim.

ii. As it applies to Motor Vehicle policies

This insurance has been effected on the understanding that the answer to all of the following questions in the last 5 years is no, unless you have advised otherwise.

- Never had insurance declined or a renewal refused.
- Never had a driving licence endorsed, suspended or cancelled due to point's accumulation.
- Never had any licence suspended due to driving under the influence (dui/pca).
- Never been convicted of culpable, negligent or dangerous driving.
- Never been convicted of driving whilst licence suspended or cancelled.
- Never had actual or threatened insolvency or bankruptcy.
- Never knowingly committed a criminal offence.

If the insured &/or a regular driver has ever had any of the above they must immediately advise our office of full details-date, time, offence, penalty etc.

iii. As it applies to ALL Renewal policies

You have the same duty to disclose to the Insurer before you RENEW, EXTEND, VARY or reinstate a contract of insurance. An Insurance Policy Renewal is a new insurance contract. You are required to disclose any matters which could affect your insurance cover.

For Example - If you answer 'Yes' to any of the following questions, YOU MUST ADVISE US. In the last 12 months have you either alone or jointly with others or has any person or company insured under this policy;

- Had any insurance declined or cancelled, renewal refused, claim rejected, special conditions or excess imposed by any insurer.
- In the last 5 years, claimed on any insurance for or suffered any loss or damage by an event to be insured by the proposed insurance, which has not already been reported to us.
- You are also obliged to advise the insurer of any criminal, insolvency or bankruptcy matter.
- Have there been any changes to the insured property which might increase the risk of loss or damage?
- Are there any other material facts which should be disclosed?

Your duty of disclosure also extends to material affects on the underwriting of your insurance policy. For example, changes in the following;

- Motor Accidents or road Traffic Convictions
- Purchase, construction or occupancy of new premises, alteration, vacation, temporary unoccupancy
- Increase in values in excess of limits specified for Buildings, Plant and Stock
- Removal of Stock or Equipment to new locations
- Hire, lease or borrowing of equipment
- Contractual liabilities
- Change in processes, occupancy or products
- Alteration, modification or disconnection of fire or burglary protection systems

iv. Non Disclosure - How it will effect YOU

Everyone who is to be insured under the policy must answer the above questions. So, it is important that you are answering for yourself and anyone whom you wish to be covered by the policy. Non disclosure of these incidents may result in the insurer denying liability for any loss/damage claimable under the policy.

If you do not understand your duty, please ask us to explain it.

2. Average, Co-Insurance or Underinsurance

Your policy may have a condition headed "Average" or "Co-insurance". If so, it means that if you underinsure property, not only will you limit the maximum amount the insurer will pay for a total loss Claim, but also they will only pay a fixed portion of any other claims. This is another reason to regularly review the sum insured on all of your policies to make sure they stay in-touch with the market.

Example - If you insure your property for 70% of its true replacement value, the insurer will only pay you a percentage of the claim value.

3. Exclusions from "Cover"

Our invoice/schedule only sets out some of the things your insurance policy will cover and more importantly WILL NOT cover. For full details, of these please refer to both the Product Disclosure Statement and the Insurance Schedule, these should be read together for things that are not covered.

4. Cooling Off Period

Australian Insurance Solutions Pty Ltd would like to ensure that you are satisfied and that you have made the right decision to purchase this Insurance Policy. We give you a 'free-look period' of 14 days from the start date of the period of insurance, in which you can review your policy documents to ensure you've made the right decision. If you have not made a claim within the period and decide that you do not want the insurance, you can cancel it from the start date if you request cancellation within this period. We will give you a full refund of any premium you have paid.

5. Do not "SIGN AWAY" your rights

Cover may not apply for any claims that happen because of some other person's fault; if you have any agreement with any other person that prevents you from legally holding them responsible, please advise us ASAP. You should ensure that you do not limit your legal rights against others and jeopardise any cover you may have.

6. Goods & Services Tax - "GST"

The GST component of your tax invoice is calculated on the insurer's premium, fire service levy (if applicable), underwriting levy's (if applicable) and broker fee.

7. Premium Funding

If you have elected to pay your insurance premium by installments utilising a third party Premium Funding Company, please note this form of Premium Funding is a Finance Contract which attracts fees and interest costs in addition to the insurance premium. Once you have entered into an agreement with a Premium Funding company you authorise that company to cancel your insurance policy if you default on any installment payments. You are also responsible for payment of the total interest charge in the event of mid-term cancellation of the insurance contract. For more information please read the terms and conditions provided with each Premium Funding contract.

8. Commissioned earned / Commission not earned

Australian Insurance Solutions Pty Ltd normally receives a commission from an insurer for the costs and time expended in the placement, administration and management of an insurance product. Our service also includes the management of any claims made under the policy. The commission/fee earned is not our profit margin on the contract. The range of commissions received for retail products is set out in our financial services guide. When we do not receive a commission from an insurer our broker fee will normally be increased by an amount equivalent to the commission usually paid within the insurance industry for the product effected on your behalf. In the event of this policy being cancelled during the insurance period, AIS reserve the right to retain all commissions & broker fees earned.

9. Our Privacy Promise

Australian Insurance Solutions Pty Ltd (hereafter known as AIS) is diverse in nature and incorporates a number of subsidiaries each involved in specific industry segments. AIS will protect your personal information. AIS are subject to the National Privacy Principals (NPP) as set out in the Privacy Act 1988 (Commonwealth). The NPP governs the way we collect, use, disclose and secure information about you. The NPP also permits you access to the information we hold about you in order to correct or update it. Information may be held on behalf of AIS outside the company in order to provide services to us.

The personal information collected and maintained by AIS comprises your name, address, contact details and information specific to and required for the service or product we provide to you. For some products and services we also collect and maintain sensitive information. This may include information about your health and any criminal convictions you may have.

The information collected allows us to:

- assess and underwrite risks;
- Properly administer your claims and claims brought against you;
- provide insurance, financial and investment advice;

AIS may seek the services of relevant third party suppliers (eg. insurers, agents, loss adjusters, risk managers, investment managers, external administrators, mail houses etc) to carry out specialised activities, some of these third parties are appointed by AIS to perform specific tasks on a case-by-case basis, others provide insurance and financial services to you as recommended by us. Where your personal information is provided to these third parties to enable them to perform their agreed activities, they are required to abide by the National Privacy Principals and use the personal information provided just for the service they supply.

AIS aims to ensure that your personal information is accurate, up to date and complete. Please contact AIS if you:

- would like to seek access to or revise your personal information or;
- feel that the information we currently have on record is either incorrect, incomplete or both.

We regularly distribute to our clients general information regarding some of our products and services, which we believe may be of interest to you. If you do not whish to receive this additional (direct marketed type) information please contact AIS.

If you believe that we have not protected your personal information as required under the NPP and you wish to make a formal complaint you may contact our Privacy Complaints Officer on 02 6686 8786 or email the full details of your complaint to <u>gregc@aisgroup.com.au</u>.

If you have any questions or queries regarding these important notices please contact our office