

# Financial Services Guide

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This Financial Services Guide contains information about our services, your rights as a client & other things you need to know in relation to insurance matters.

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

- *Statements of Advice – these will be summaries of our advice & the basis on which it was provided;*
- *Product Disclosure Statements – these will contain information about the products we recommend to you.*

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

## **Insurance Vision (Aust) Pty Ltd**

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## **ABOUT US**

Insurance Vision holds Australian Financial Services Licence No 241438 under the Corporations Act 2001 to provide general insurance broking services.

## **OUR SERVICES**

Insurance Vision is committed to providing sound advice based upon your needs & our comprehensive market knowledge.

We offer a range of services to assist you to protect your assets. These include:

- *Reviewing & advising on your insurance needs*
- *Arranging & renewing insurance contracts on your behalf*
- *Arranging premium funding, if required*
- *Assisting with insurance claims*
- *Market research on products available*
- *Assessing underwriters & claims paying ability*
- *Sourcing alternative quotations on your behalf*

We can advise about & arrange the following insurances on your behalf:

- *Home & Contents*
- *Motor Vehicles*
- *Boat & Caravan*
- *Farm Packages*
- *Landlords & Investment Properties*
- *Strata Titled Properties*
- *Business, Retail, Office & Industrial*
- *Trades Packages*
- *Public & Professional Liability*
- *Personal Accident & Illness*
- *Construction*

To enable us to provide advice, which is appropriate to your circumstances, we will need you to provide us with complete information about the risk(s) to be insured, your situation & your needs & objectives. You should also tell us about any relevant changes as they occur

If you are unable or choose not to provide some information to us, we will be unable to comprehensively review your circumstances. As this may limit our ability to make appropriate recommendations, you will need to assess the appropriateness of our advice to your needs before acting on it.

## **IMPORTANT RELATIONSHIPS**

Insurance Vision is an independently owned insurance advisory firm. We are members of the Insurance Brokers Disputes Limited (IBD) & part of the Steadfast Group of Insurance Brokers.

## **HOW WE WILL LOOK AFTER YOUR INSURANCE NEEDS**

You can provide us with instructions in person, by telephone, email or in writing.

### **New Business**

Contact us as soon as possible if you need cover for a risk or property that is not insured. If you need immediate cover, we can usually obtain an interim contract of insurance (which is generally valid for a month or less). To arrange this, we will need details of the property or risk & all other information which you need to disclose to the insurer.

We will then send you a proposal for completion. You will need to complete & sign this & return it to us as soon as possible & before the interim cover expires.

We will send the original insurance contract documents as soon as your insurer issues them correctly. As these are legal documents, you should keep them in a safe place.

## **Renewals**

We will give you at least 14 days notice of expiry of any insurance contract, which we arranged or last renewed for you.

At that time we will send you an offer to renew the insurance contract & invoice you for the cost of renewal. If you want to change the details of the cover, contact us as soon as you receive the renewal offer. If you wish us to renew the contract on your behalf, you must provide us with written instructions to do so &/or pay the premium & other 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 cannot guarantee this.

We will notify you when renewal has been effected.

If you arranged or renewed insurance directly with an insurer or through another broker, we will not be responsible for notifying you of expiry or arranging renewal unless you ask us to do so.

## **Variations**

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

If you want to vary any cover, eg by increasing the sum insured or adding other property, please provide us with details of the changes you require & any other information you need to disclose to the insurer.

We will arrange the variation with the insurer & provide you with written confirmation.

## **Claims**

We will receive your claims notifications, assist & advise you regarding the scope of cover & pass the information to the insurer.

If a loss adjustor is appointed we shall, with your permission, pass on your contact details & co-ordinate meetings. In the case of a major loss, we can attend the initial meeting with the loss adjustor if you wish us to.

We will promptly forward to you all claims documentation, insurance company settlement cheques & other information.

If any claims are outstanding when you terminate our appointment as your insurance broker, we will:

- *Negotiate settlement on your behalf subject to a claim service fee of \$50 per hour.*
- *Provide details of the claim(s) to your new insurance broker so that they may continue to negotiate settlement on your behalf*

## **FEES FOR OUR SERVICES**

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

### **Our remuneration**

We may be paid commission by the relevant insurers when we arrange insurances on your behalf. As a general rule, the insurer will pay us a percentage of the base premium. We may also charge you an arrangement fee, which covers the cost of services not covered by the commission.

We will provide you with specific information about the basis & amount you will be charged before or at the time we arrange your insurance.

If we hold your money in trust pending payment to the insurer, we also receive the interest earned.

### **How are our advisers paid**

Our advisers are paid by salary. If a person has referred you to us, we may pay them a part of commission. This will not increase the amount you pay us.

## **TERMS OF PAYMENT**

### **Invoices**

We will invoice you for the premium, statutory charges (eg stamp duty, fire services levy, etc) & any fees we charge for arranging your insurances. You must pay us within 30 days of the date of the invoice or, in the case of a renewal, before the expiry date of the contract of insurance.

If you do not pay the premium on time, the insurer may cancel the contract of insurance & you will not be insured. The insurer may also charge a short-term penalty premium for the time on risk.

### **Premium funding**

Premium funding products enable you to pay your premiums by instalments. Although they do not usually require any security, premium funders do charge interest.

We can arrange premium funding on your behalf if you require it. We may receive a commission based on a percentage of the premium from the premium funder for doing so.

### **Cancellation**

We cannot 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 insureds in the contract of insurance. We cannot 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 will refund the net premium we receive from your insurer. We will not refund our fees or commission for arranging the insurance.*

## **IMPORTANT INFORMATION**

### **Duty of Disclosure**

In order to make an informed assessment of the risk & calculate the appropriate premium, your insurer needs information about the risk you are asking it to insure.

For this reason, before you enter into a contract of insurance, you have a duty under the Insurance Contracts Act 1984 to disclose to your insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk &, if so, on what terms. The duty also applies when you renew, extend, vary or reinstate a contract of insurance.

You do not have to disclose anything that:

- *Reduces the risk to be undertaken by the insurer;*
- *Is common knowledge;*
- *Your insurer knows, or in the ordinary course of its business, ought to know; or*
- *If the insurer has waived your obligation to disclose.*

If you do not comply with your duty of disclosure, your insurer may be entitled to reduce its liability in respect of a claim or may cancel your contract of insurance. If the non-disclosure was fraudulent, the insurer may be able to avoid (or cancel) the contract of insurance from its beginning. This would have the effect that you were never insured.

One important matter to be disclosed is the history of losses suffered by the person seeking insurance or any closely associated person or entity. As you are responsible for checking that you have made complete disclosure, we suggest that you keep an up to date record of all such losses & claims.

If you have any questions about whether information needs to be disclosed, please contact us.

### **Material Changes**

You must also notify your insurer of any significant changes, which occur during the period of insurance. If you do not, your insurances may be inadequate to fully cover you.

We can assist you to do this & to ensure that your contract of insurance is altered to reflect those changes.

### **Cooling Off Period – Retail insurance only**

If you decide that you do not need a contract of retail insurance, which has been arranged, on your behalf, you have a minimum of 14 days from the earlier of the date you receive confirmation of the contract & the date it was arranged to change your mind. You must tell the insurer in writing that you wish to return the insurance contract & have the premium repaid.

If you do so, the insurance contract will be terminated from the time you notified the insurer & the premium will be returned. The insurer may retain its reasonable administration & transaction costs & a short-term premium.

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

### **Privacy**

We are committed to protecting your privacy. We use the information you provide to advise about & assist with your insurance needs. We only provide your information to the insurance companies with whom you choose to deal (& their representatives). We do not trade, rent or sell your information.

You can check the information we hold about you at any time. For more information about our Privacy Policy, ask us for a copy.

### **Interests of other Parties**

Some insurance contracts do not cover the interest in the insured property or risk of any one 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 does not name the financier.

Please tell us about everyone who has an interest in the property insured so that we can ensure that they are noted on the contract of insurance.

### **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 & accident, consumer credit & travel insurance (including a minimum amount of insurance).

If an insurer wants to alter these terms or offer less than the minimum amount of insurance, they must clearly inform you in writing that they have done so. 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 is not 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.

### **COMPLAINTS & DISPUTES**

If you are not fully satisfied with our services, please telephone our Complaints & Disputes Manager, Mr Sergio Lamonato. We will acknowledge your complaint in writing & endeavour to resolve your problem within 20 days.

If you are still not satisfied, we subscribe to the Insurance Brokers Dispute Facility, which handles complaints against brokers involving amounts up to \$50,000 & relating to a variety of small business & domestic processes. You can refer your complaint to the IBDF Consumer Relations Manager for who will conciliate with a view to seeking a solution that is acceptable to both parties

If the dispute remains unresolved after a further 20 days, it will be referred to the IBDF Referee whose decision is binding on us (but not on you).

*This FSG was prepared on 16 February 2004*