

## DISPUTE RESOLUTION

Broker Man Australia has in place an ASIC approved internal and external dispute resolution service.

If you are at any time not satisfied with our services you should contact our customer relations/complaints officer who is located at our office.

In the event that your complaint or problem is not resolved to your satisfaction by us we will direct you to a free external consumer service which we subscribe to, namely Financial Ombudsman Service Ltd (FOS).

### How does it work?

First discuss the problem with the complaints officer at our office. We have an approved internal system to monitor and resolve complaints. We will agree to make a decision about your complaint quickly, usually within 20 working days.

If you are still not satisfied, call the FOS General Manager. Generally problems can be fixed with a single telephone call. If you are not happy with the outcome after 20 working days, it will be passed on to the FOS's Referee.

The Referee, who is legally qualified, will issue a determination within 20 working days. Under FOS terms of reference, we must abide by decisions made by the referee, although they are not binding on you.

### Contact Details

Financial Ombudsman Service Ltd  
Level 12, 717 Bourke Street  
Docklands VIC 3008

Toll free 1300 780 808  
Facsimile 03 9613 6399  
Email [info@fos.org.au](mailto:info@fos.org.au)  
Website [www.fos.org.au](http://www.fos.org.au)



## PRIVACY

### New laws about privacy

Protecting your privacy and the confidentiality of your personal information is important to us, as it is fundamental to the way we conduct business.

Broker Man Australia is sensitive to privacy issues and treats very seriously the ongoing trust our customers have placed in us. You can relax knowing that Broker Man Australia aspires to Insurance Industry best practice procedures and believe we have some of the most robust systems in place for handling and protecting your private information.

### Why do we require your personal information?

The personal information collected and maintained by Broker Man Australia comprises your name, address, contact details and information specific to your insurance needs.

For some policies we also collect and maintain your sensitive information. This comprises information about your health, membership of any trade unions or professional associations and any criminal convictions you may have.

The information requested allows insurers we use to assess risks, underwrite and administer your insurance cover and claims.

### Disclosure of your personal information to third parties

As with most brokers and insurers, Broker Man Australia relies on third party suppliers (agents, loss adjusters, assessors, insurers, other brokers etc) to carry out specialised activities. These third parties act on behalf of Broker Man Australia. Whilst your personal information may be provided to these third parties to enable them to perform their agreed activities, they are bound by confidentiality and non-disclosure agreements and are prohibited from using the information for any other purpose. We also ensure they are aware of our obligations under the Privacy Act and that they agree to be bound by these obligations.

### Contacting us about access and correction of your personal information

Broker Man Australia aims to ensure that your personal information is accurate, up to date and complete. Please contact us on (08) 9287 2147 9am – 5pm, Mon-Fri if you; would like to seek access to, or revise your personal information or feel that the information we currently have on record is incorrect or incomplete or believe that the privacy of your personal information at Broker Man Australia has been interfered with, in these cases you are entitled to raise your concerns. Your complaint will be managed and resolved through our internal Privacy Complaint Procedure.



**BROKER MAN  
AUSTRALIA**

## FINANCIAL SERVICES GUIDE

Date prepared 1<sup>st</sup> October 2009

This Financial Services Guide (FSG) describes the services we provide and has been designed to assist you in deciding whether to use any of our services. It also describes how we are remunerated for our services and how any complaint you may have will be handled. It also sets out some additional notices and information about insurance that you need to be aware of.

### The Services we offer

Broker Man Australia is licensed under the Corporation Act 2001 (License no 230168) to provide financial product advice and deal in General Insurance Financial products. Our license authorises us to issue, apply for, acquire, vary or dispose of general insurance financial products to retail and wholesale clients.

The provision of these services includes the following

- Reviewing and advising on your general insurance needs*
- Arranging, renewing & amendment of general insurance on your behalf*
- Assisting with your general insurance claims*

### Level of service you can expect

Unless we advise you otherwise, we provide our services as your agent and will act for you and not the insurer

- Our primary objective at Broker Man Australia is to ensure that all our clients are provided with a General Insurance Broking service that is *Efficient, Fair and Honest*

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Suite 12/339 Cambridge Street, WEMBLEY WA 6014  
Box 8076 Subiaco East WA 6008  
Phone (08) 9287 2147 Fax (08) 9387 8232 Email [rob@brokerman.com.au](mailto:rob@brokerman.com.au)  
Australian Financial Services Licence No 230168

## YOUR OBLIGATIONS TO US

**IN CONSIDERATION** of agreeing to provide you with an Insurance Broking Service we will expect you:

- To promptly pay all insurance premiums, fees and any other charges of whatsoever nature properly effected by us on your behalf.
- To comply with your **Duty of Disclosure**

### Your Duty Of Disclosure

Before you enter into a contract of general insurance with an insurer you have a duty under the Insurance Contracts Act 1984 to **disclose** to the 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 of the insurance and, if so, on what terms.

You have the same **duty to disclose** those matters to the insurer **before you renew, extend, vary or reinstate a contract of general insurance.**

Your duty however does not require disclosure of matters:

- \* that diminishes the risk to be undertaken by the insurer.
- \* that is of common knowledge.
- \* that your insurer knows or, in the ordinary course of his business, ought to know;
- \* as to which compliance with your duty is waived by the insurer.

### Non-Disclosure

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce his liability under the contract in respect of a claim or may cancel the contract. If your non-disclosure is fraudulent, the insurer may also have the option of voiding the contract from its inception.

Your duty of disclosure is a serious matter, and this should be impressed upon all management and senior staff.

We suggest you should:

- \* supply them with a copy of the duty of disclosure, and
- \* emphasise that the duty of disclosure applies not only on inception of the insurance, but also when policies are altered or renewed.

If there is any doubt as to whether a matter is relevant, we suggest it be referred to us.

## SOME OTHER IMPORTANT THINGS YOU SHOULD KNOW

### Under Insurance

Often people think that it is better to have some insurance than no insurance at all and as a result may knowingly or unknowingly insure for inadequate limits. For insurance to operate effectively, limits of cover must be sufficient not just for now but for the full period of the policy.

We look at insurance as a safety net and if you one day had to jump from a three storey building into the net would you be happy knowing the net was only half your size and made of inferior fabric?

### Average Or Co-Insurance

If a policy contains an Average (or Co-insurance) provision, you may be required to bear a ratable proportion of the loss in the event that the sum insured, is less than the value of the insured property at the commencement of the insurance.

### Interest Of Third Parties In Property Insurance

Your policy may not provide cover for any party other than the named Insured or anyone specifically referred to in the policy. Please read your policy carefully. If you intend to insure the interest of any other parties you must request this.

### Rights Of Subrogation - Hold Harmless - Waiver

Some policies contain a provision that has the effect of limiting or excluding the insurer's liability in respect of a loss, if you have entered into an agreement that limits or excludes your right to recover damages from a third party. Therefore, you should not sign any agreement which contains any 'hold harmless' or waiver clause without reference to Broker Man Australia.

Such clauses are often found in leases, maintenance contracts (e.g. burglary alarm or fire protection), repair contracts, or contracts with your supplier

### Professional Indemnity insurance arrangements

We and our representatives are covered under professional indemnity insurance that we believe meets the requirements of section 912B of the Corporations Act.

The insurance (subject to its terms and conditions) will continue to cover claims in relation to our representatives/employees who no longer work for us (but who did at the time of the relevant conduct).

## HOW WE ARE PAID

Our remuneration is obtained from various sources. The remuneration is generally fixed for the period of the policy, and no additional charges are made for advice or service provided during the policy period. Likewise, no brokerage or fees will be refunded if the insurance is subsequently cancelled or adjusted.

### Commission and Fees

Brokerage - Most insurers will pay us a brokerage for arrangement of an insurance contract with their company. This brokerage amount, usually calculated, as a percentage of the base premium, will vary between insurers and the type of contract arranged. Brokerage rates range from 5% workers compensation to 10% motor insurance to a maximum of 22.5% on Home & Business Insurance products. The brokerage is not disclosed on our invoice however this information will be disclosed on request from you.

Broker Fees – In Addition to Brokerage, broker fees are usually charged and these charges will be shown on our invoice to you. These will vary between clients and policies and are usually based on an estimation of the work involved. In certain circumstances where brokerage may not be payable by the insurers these costs will be included into the broker fees charged.

Commissions and broker fees are our main source of income and also cover the costs of operating our business

### Other Benefits

Other indirect remuneration – other income may be received for referral of your business to other parties or for the supply of other services i.e life products, finance products & premium funding arrangements where commissions are paid to a maximum of 2%. Interest may also be received for premiums you have paid to us that are held in trust for your insurers.

## CONFLICT OF INTEREST DISCLOSURE

We are obligated to advise you of any conflict of interest that might affect our ability to provide you with impartial advice on the insurance arranged or the services provided to you.

As an Insurance Broker we normally act for you. We may enter into an agreement with an insurer to arrange insurance policies on their behalf or to settle claims on their behalf. We will inform you when we act for an insurer and not for you.

- Broker Man Australia has no conflict of interest to report.

