



# NEW ENGLAND INSURANCE BROKERS PTY LTD

ABN 82 071 530 839  
AFS Licence No 244247

## **TERMS & CONDITIONS**

*By asking us to arrange this cover it is understood that you accept the following terms and conditions:*

### ***Your Agent***

New England Insurance Brokers Pty Ltd (hereinafter known as NEIB) will be your agent as provided for in the Insurance (Agents and Brokers) Act 1984 except where stated otherwise on your invoice.

### ***Limit of Advice***

Our services and advice are limited to matters relating to and arising from this policy only and no other risk, exposure or interest. We can only accept responsibility for providing broader advice if engaged by you to administer all your policies and we accept that engagement in writing.

### ***Interim Cover***

Cover arranged is an interim cover based upon the Insurer's standard policy wording. Continued cover is dependant on you paying the premium shown on your invoice and providing a signed application/proposal form. Continued cover is also dependant upon the application/proposal form being accepted by the Insurer or by you confirming that application/proposal information already provided to us is true and correct (where no written application/proposal is required by the Insurer).

### ***Policy Documentation***

We will send the policy document to you as soon as possible after we receive it from the Insurer.

### ***Explanation of Policy Conditions & Exclusions***

It is not feasible for us to explain to you every term, condition or exclusion that the policy contains. You understand and accept your responsibility to read the entire policy wording so as to be aware of the terms, conditions and exclusions it imposes;

We are happy to explain any policy term, condition or exclusion that you do not understand but unless we hear from you within 30 days of sending the policy to you it will be understood that you accept the policy as meeting your requirements.

### ***Insurer Security***

NEIB will place your insurance cover with licensed/authorised Insurers but we cannot guarantee the financial stability or claims paying ability of any Insurer.

### ***Premiums***

All premiums will be invoiced by NEIB and are payable to NEIB unless we advise you otherwise;

Premiums are not necessarily the cheapest since "best insurance" does not always have the lowest premium;

If you use "premium funding" to pay your premium and the premium funder requests cancellation of the policy (as per the terms and conditions of your funding contract) we will act on that request and forward any premium refund due to the premium funder.

### ***Remuneration***

NEIB may receive a brokerage or commission from Insurers in addition to the fee shown on our invoice, which you pay.

*Special advice: Special advice is given if you require us to provide advice of a specific nature without the intention of instructing us to arrange a recommended policy based on such advice. If you request us to provide you with special advice, we will: charge you a fee of \$200 per hour or part thereof.*

### ***Termination of Services***

Our services can be terminated at any time. This is done by one party giving written notice to the other.

If services are terminated by NEIB, then we will be entitled to a pro-rate portion of brokerage and fees – any premiums held by us will be remitted to Insurers;

If services are terminated by you, then NEIB will be entitled to retain all brokerage and fees that we would have been due if services had not been terminated – any premiums held by us will be remitted to Insurers. You may be entitled to a pro-rate refund of any premium and government charges.

*Please continue overleaf*

## ***Privacy Act***

### ***Important information for policyholders***

From 21 December 2001, the National Privacy Principals (NPPs) will regulate the collection, retention and use of personal information by the private sector. NEIB would like to advise all our clients that we are conscious of the importance of maintaining the confidentiality of your personal information.

You can be assured that we only collect personal information that is necessary for us to carry out the various functions and activities we undertake on your behalf and on behalf of Insurers. In addition, we endeavour to ensure that your personal details are not disclosed to, or accessed by, unauthorised persons.

### ***Requests to access your personal details***

Should it be necessary for you to access any personal information we may hold about you, this information can be obtained by providing us with a written request. Except in the circumstances provided for in the NPPs, NEIB will be happy to provide you with the requested information.

Please note that we may charge a reasonable fee for supplying the information and/or documentation to you. This fee is calculated as an estimate of the cost to reimburse us for the expense of retrieving and/or copying the information or documentation. We will advise you of the amount of this fee and will require payment before any information retrieval is undertaken.

### ***Entities to which we may disclose information***

NEIB may be required to pass information about you to particular third parties. For example, we may pass on a change of name, a new address, phone number or other personal information to another entity with which you may have dealings via NEIB.

The most likely entities to which we may provide information include:

- Insurance assessors, investigators and/or legal representatives who have been appointed by or act on behalf of your Insurer to assist with a claim lodged by you under your policy;
- Insurers (both general and life companies) who do not already hold your policy if we are trying to replace your insurance to obtain more favourable terms on your behalf;
- Finance companies or institutions who hold an interest in your insured property;
- Premium Funding companies who we may use to provide you with monthly repayment options.

### ***Consent for us to use your personal information in the advice of products and services***

Currently, we use your contact details from time to time to advise you of products and services in which you may be interested. From 21 December 2001, you will be able to withhold your consent to the use of new contact details for such purposes. Therefore, if you do not consent to the use of your personal information, please advise us accordingly when providing us with notification of a change of your address and/or telephone number. If you do not give us any such advice, we will assume that you consent to the use of your new contact details for this purpose.

### ***Complaints regarding the handling of your Personal Information***

If you believe that your privacy may have been prejudiced, you have the right to make a complaint about the matter. In the first instance, it is suggested that your complaint should be addressed either in writing to us at New England Insurance Brokers Pty Ltd, 218 Jimmy Mann Road, Stanthorpe Qld 4380 (fax 07 4681 2427) or via telephone on 07 4681 2877. We will investigate the matter(s) raised by you and respond to you directly.

If you are dissatisfied with our response, you should refer the matter to the Privacy Commissioner's Office in accordance with the Act.

### ***Dispute Resolution Processes***

As a licensed general insurance broker, NEIB subscribes to The Financial Ombudsman Service (FOS), an independent disputes resolution organisation, and the General Insurance Brokers Code of Practice (GIBCP). Whilst we strive to ensure our relationship with you is excellent, we know that sometimes things can go wrong. Any complaint, large or small, is important to us and you should bring any such matter to the attention of our complaints' officer either in writing or by telephone (see details given above). Our complaints' officer will investigate your complaint and communicate our findings with you. If you are dissatisfied with the results of our internal dispute resolution process, you may refer the matter to FOS as provided for in the GIBCP. More information on the FOS and GIBCP is available from our office.