

Terms of Engagement

In regard to insurance products offered on the FD Beck and Sons Pty Ltd (trading FD Beck Insurance Brokers) website, under the Section "Quick Quote Financial Lines and General Insurance", including Professional Indemnity, Public & Products Liability, Property Insurance, Management Liability, Cyber Insurance and Legal Expenses (some of these products may not be available for certain occupations), we are acting on behalf of Lloyd's of London Coverholder and not the client.

Our Services

We are delighted to confirm our engagement as your insurance broker. We write to confirm how and on what terms we will manage your insurance needs.

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

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

Pre-placement services

- Help you identify and assess your risks and develop a proposal to submit to a potential insurer.

Insurance placement and premium financing

- Seek insurance quotes (for more information on how we will seek quotes see "Approaching the Market").
- Negotiate policy coverage and policy renewal annually or as otherwise agreed in your service plan.
- 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)
- Calculate, invoice and collect the premiums.
- Adjust premiums on prior year policies
- Review your insurance arrangements:
 - when you inform us about material changes to your circumstances;
 - at the time of any scheduled status reviews as agreed with you;
 - upon renewal of your insurances.
- Facilitate policy changes and/or cancellations as per your instructions.
- Obtain and provide a quotation for premium funding.

Post-placement services

- Prepare and manage claims if an insured event occurs.
- Facilitate policy changes and/or cancellations as per your instructions.

Approaching the market

We have an arrangement with a Lloyd's of London Coverholder. When providing you with our recommendation we will only recommend products from this Lloyd's of London Coverholder and will not seek quotes from the broader general insurance market.

Remuneration

In return for the services we provide, we will receive a commission usually 20 per cent of the premium paid (excluding relevant taxes, charges and levies) which is paid to us by the Lloyd's of London Coverholder and a fee, payable by you.

Your Disclosure Obligations

It is important that you provide us with complete and accurate information about the risk to be insured otherwise the advice we give you may not be appropriate for your needs. We rely on you to provide complete and accurate information.

Before you enter into an insurance contract with an insurer, you have a duty under the Insurance Contracts Act 1984 (Cth) to disclose information to the insurer. This Duty of Disclosure applies until the insurer agrees to either insure you or renew your insurance. The Duty of Disclosure also applies before you extend, vary or reinstate your insurance.

If you are applying for or renewing insurance in relation to consumer insurance products such as, your motor vehicle, home building and/or contents, residential strata, travel, personal accident or sickness and/or consumer credit products, you must answer the specific questions asked by the insurer truthfully and accurately. In answering those questions, you must tell the insurer all information that's known to you and that a reasonable person would be expected to provide in answer to the questions. Not doing so may be considered by the insurer to be a breach of your 'duty to take reasonable care not to make a misrepresentation' and may cause issues in relation to the validity of your insurance policy and/or issues in the event of you lodging a claim.

At renewal, the insurer may either ask you to advise any changes to information you have previously disclosed, or may give you a copy of the information you previously disclosed and ask you to advise them if there have been any changes. If you do not tell the insurer about a change, you will be taken to have told the insurer there is no change. If you are applying for or renewing any other insurance, you must tell the insurer all information that is known to you that a reasonable person could be expected to know or that is relevant to the insurer's decision to insure you and on what terms. You do not need to tell the insurer anything:

- that reduces the risk it insures you for;
- is common knowledge;
- that the insurer knows or should know; or
- which the insurer waived you duty to tell it about.

Non-disclosure

If you fail to comply with your Duty of Disclosure, the insurer may cancel your contract of insurance, or reduce the amount it will pay you if you make a claim, or both. If your failure to comply with the Duty of Disclosure, or you are fraudulent, the insurer may refuse to pay a claim and treat the contract of insurance as if it never existed.

If you are in doubt about whether or not a particular matter should be disclosed, please contact your Account Executive.

You must make sure you explain the Duty of Disclosure to any person you represent when we arrange any insurance cover for you. Alternatively, you may ask any person you represent to contact us, and we will explain their Duty of Disclosure to them directly.

If your circumstances change, our recommendations may no longer be appropriate. Please tell us about any changes in your circumstances so that we can confirm that your insurance continues to be suitable for your needs.

Policy Cancellation

If a cover is cancelled before the expiry of the period of insurance, we reserve the right to refund to you only the net return premium we receive from the insurer and not refund any part of the brokerage and/or broker fee we receive for arranging the cover. A broker fee may be charged to process the cancellation.

Payment Terms

You are required to pay outstanding premiums to FD Beck Insurance Brokers within the time set out on our invoice.

Credit card fees

If you pay by credit card, we may charge you a non-refundable credit card fee. This fee 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.

Our advice to you

When making a recommendation, we will not take into consideration your personal objectives, financial situation or needs. Before taking any action, you should consider whether the advice we have provided is appropriate to you having regard to your individual circumstances. Clients should obtain and read the relevant product disclosure statements before making a decision.

Period of Engagement

Unless we agree otherwise, our appointment is for 12 months commencing at the inception date of the policy. This appointment may be cancelled by giving 30 days' notice.

We also provide you with a Financial Services Guide (FSG). This document contains important information about our relationship with you such as

- Our status as a licensed financial services provider;
- disclosure obligations on your part and ours;
- potential conflicts of interest that we have in our dealings with insurers and other service providers;
- professional indemnity insurance arrangements;
- internal and external complaints resolution procedures
- details of our privacy policy

We will notify you of any changes to terms of trade or services provided.