



## **TERMS OF BUSINESS**

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](http://www.niba.com.au)

We usually act on your behalf and in your interests in matters. However, sometimes, it may be more appropriate for us to either arrange insurance or manage claims where we act as an agent of the insurer. If and when this situation arises, we will explain and highlight this to you.

We are authorised to advise you about and arrange general insurance products. If we are unable to act on your behalf due to a conflict of interest which cannot be managed, we will immediately notify you.

### **Our Service Agreement**

This agreement sets out the terms on which we provide our services to you. By appointing us, you agree to be bound by these terms.

Please refer to our Service Agreement which outlines the services that we can provide and is applicable to all of our clients.

### **Our Financial Services Guide**

This document includes information regarding the services that we can provide, how we are remunerated and should be read in conjunction with our service agreement.

A copy of this document will be found attached to your quotation or policy schedule.

### **Privacy Statement**

This document provides information on how we handle any personal information provided to us.

Please refer to the website for a copy <https://insurancehouse.com.au/privacy-policy>

### **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. FHI Letter of Engagement

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 your 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.

Should you wish to discuss any of the above information, please do not hesitate to contact our office.

*Yours sincerely,*

### **Fleurieu & Hills Insurance**

The Trustee for KACS Family Trust & The Trustee for the W&L Ray Investment Trust ABN 23 343 417 437 trading as Fleurieu & Hills Insurance is an Authorised Representative 000257833 of Insurance House Pty Ltd ABN 33 006 500 072 AFSL 240954