

IMPORTANT NOTICES

This document provides only brief details of the insurance. The full terms and conditions are obtained in the policy document and it is essential that these be read carefully. Should any doubts arise as to scope of cover provided, please contact ZAS Insurance Management Pty Ltd t/a Southbank Insurance Brokers for an explanation.

1. 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 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 these matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty does not require disclosure of matter:

- 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 its 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 its 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 avoiding the contract from its beginning.

2. COOLING OFF INFORMATION

You are legally entitled to a refund of premium if you wish to cancel any of the following classes of Insurance in certain circumstances and at certain times in accordance with the appropriate legislation under "Cooling Off" provisions but usually within fourteen (14) days: Motor Vehicle, Home Buildings, Home Contents, Sickness & Accident Consumer Credit, Travel Insurance, Personal and Domestic Property Insurance Products. If you require additional information please contact our office.

3. AVERAGE OR CO-INSURANCE

If this insurance contains an Average or Co-Insurance provision, you may be required to bear a rateable proportion of the loss in the event that the sum insured, or limit of liability is less than the value of the insured property at the commencement of the insurance.

4. SUBROGATION – HOLD HARMLESS – WAIVER CLAUSES

Some policies contain a provision that has the effect of limiting or excluding the insurer's liability in respect of a loss when you have restricted their subrogation rights by entering into an agreement that limits or excludes your right to recover damages from a third party.

You should not sign any agreement which contains such a clause without reference to "Southbank Insurance Brokers"

5. THIRD PARTY INTERESTS

The Policy will only provide for your interest and does not cover the interests of any third party (e.g. financiers, lessors etc) unless the interests of the third party are noted in the policy.

6. LIABILITY INSURANCE

If your insurance policy is on a claims made basis you are only protected against liability where you inform the insurer, in writing during the currency of the policy, of facts that might give rise to a claim.

7. YOUR PRIVACY

Privacy Legislation requires that we make the following disclosures before collecting personal information about you:

- We require personal information in order to recommend and advise on and arrange insurance, assist on claims, and generally administer your insurances, including financing thereof, transacted through our company.
- We may disclose your personal information to insurers and their service providers such as loss adjusters, risk surveyors etc, our Business Partners, Your Financiers when seeking evidence of insurance, negotiating premium funding.
- We may disclose your personal information about you as required or permitted by law
- In requesting our services in any form you are consenting to us collecting and disclosing your personal information to meet our service objectives.
- Quality of personal information is critical and you should advise any changes thereto immediately.
- If you do not provide requested information our ability to assist in placement or administration of your insurance covers may be hampered to the extent where we may decline to provide services to you. Additionally you may be in breach of your Duty of Disclosure.
- On request, in most cases, we will give you access to personal information held by us. A fee will be charged for this.
- For any specific issues on privacy please contract our "Privacy Officer"

"Clients who are not fully satisfied with our services should contact our customer relations/complaints officer. This Brokerage also subscribes to the Insurance Brokers Dispute Facility (IBDF), a free customer service, and the General Insurance Brokers Code of Practice. Further information is available from this office or contact IB direct on 1800 064 169"

"This Brokerage Commission and/or any Brokers Fee charged is non-refundable in the event of cancellation or short terming of the Policy".