

POLICY - This notice refers to a contract of insurance that you have entered into via the Licensee or one of our Authorised Representatives. You should refer to your policy document for the full terms and conditions applicable and you should read them carefully. Should any doubts arise as to the scope of cover provided, please contact us for an explanation.

DUTY OF DISCLOSURE

Duty of disclosure - (non-consumer insurance contracts only)

Your duty of disclosure Before you enter into an insurance contract, you have a duty to tell the insurer anything that you know, or could reasonably be expected to know, that may affect the insurer's decision to insure you and on what terms.

You have this duty until the insurer agrees to insure you.

You have the same duty before you renew, extend, vary, or reinstate an insurance contract.

You do not need to tell the insurer anything that:

- reduces the risk they insure you for; or
- is common knowledge; or
- the insurer knows, or should know; or
- the insurer waives your duty to tell them about.

If you do not tell the insurer something

If you do not tell the insurer anything you are required to, they may cancel your contract, or reduce the amount they will pay you if you make a claim, or both. If your failure to tell the insurer is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed.

Duty to not make a misrepresentation - (consumer insurance contracts only) (Note: **if you are applying for a new consumer insurance contract**, or varying an existing consumer insurance contract, which is an insurance policy obtained wholly or predominately in relation to personal, domestic or household insurance purposes, 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).

You have a duty under the Insurance Contracts Act 1984 (ICA) to take reasonable care not to make a misrepresentation to the insurer (your duty).

Your duty applies only in respect of a policy that is a consumer insurance contract, which is a term defined in the ICA.

Your duty applies before you enter into the policy, and also before you renew, extend, vary, or reinstate the policy.

Before you do any of these things, you may be required to answer questions and the insurer will use the answers you provide in deciding whether to insure you, and anyone else to be insured under the policy, and on what terms. To ensure you meet your duty, your answers to the questions must be truthful, accurate and complete.

If you fail to meet your duty, the insurer may be able to cancel your contract, or reduce the amount it will pay if you make a claim, or both.

If your failure is fraudulent, the insurer may be able to refuse to pay a claim and treat the contract as if it never existed.

Duty to not make a misrepresentation - (consumer insurance contracts only) (Note: **if you are renewing a consumer insurance contract**, which is an insurance policy obtained wholly or predominately in relation to personal, domestic or household insurance purposes, 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).

Before you renew your policy, you have a duty under the Insurance Contracts Act 1984 (ICA) to take reasonable care not to make a misrepresentation to the insurer (your duty).

Your duty applies only in respect of your policy that is a consumer insurance contract, which is a term defined in the ICA.

This notice includes information you have previously told us that is relevant to your policy, which we passed on to the insurer. The insurer requires you to contact us to tell us if this information is incorrect, or if it has changed. If you do not tell us about a change to something you have previously told us, the insurer will take this to mean that there is no change.

To ensure you meet your duty, when you contact us to advise of any information that is incorrect or has changed, the updated information you give us must be truthful, accurate and complete.

If you fail to meet your duty, the insurer may be able to cancel your contract, or reduce the amount it will pay if you make a claim, or both.

If your failure is fraudulent, the insurer may be able to refuse to pay a claim and treat the contract as if it never existed.

RETAIL CLIENTS - Under the Corporations Act 2001 and associated Regulations Retail Clients are provided with additional levels of protection from other insurance purchases.

Retail Clients - individual or small business (less than 20 employees or 100 if goods manufacturer) that purchases a prescribed retail insurance product. The small business must purchase the insurance for use in connection with the business. Prescribed retail product – motor vehicle (under 2 tonne), home building and contents, sickness and accident, consumer credit, travel, personal and domestic property, pleasure craft as prescribed in the Corporation Act 761G.

WHAT ADVICE IS BEING PROVIDED (RETAIL CLIENTS ONLY) - Typically, we will only provide **General Advice to Retail Clients***. General Advice does not take into account your particular needs and requirements and you should always consider the appropriateness of this advice prior to acting upon it. Where General Advice is provided we will issue you with a General Advice Warning. Whenever we provide you with advice which takes into account your objectives, financial situation and needs (personal advice) we will provide you with further information. This information may include the advice that we have given you, the basis of the advice and other information on our remuneration and any relevant associations or interests. For Retail Clients*, this information may be contained in a statement of advice (**SOA**). Please check the policy Schedule carefully to ensure that the sum insured is adequate and that the cover is appropriate

CANCELLATION WARNING (RETENTION OF BROKERAGE AND FEES) - If there is a refund or reduction of your premium as a result of a cancellation or alteration to a policy, or based on a term of your policy (such as a premium adjustment provision), we will retain any fee we have charged you. We will also retain commission depending on our arrangements with the insurer, or charge you a cancellation fee equal to the reduction in our commission.

DISPUTES - Clients not satisfied with our services should contact our Complaints Officer. We are members of the Australian Financial Complaints Authority (AFCA) a free consumer service. Further information is available from our office, or contact AFCA directly on 1800 931 678 or visit www.afca.org.au We also follow the Insurance Brokers Code of Practice.

UNDERWRITING AGENTS AND WHOLESALE BROKERS - In some cases we access insurance products via Underwriting Agents and Wholesale brokers rather than directly with the insurer. In such cases should you wish to access the Financial Services Guide of the Underwriting Agency or Wholesale Broker please contact us and we will arrange to have a copy sent out to you.



DEFT PAYMENT SYSTEMS



Pay over the internet from your credit card at:
www.deft.com.au

Elliott Australia Group accepts Mastercard, Visa, American Express and Diners Club Cards*

*Payments by credit card will attract a surcharge. *

Pay by phone from your credit card.

Call **1300 78 11 45** to make a payment.

Elliott Australia Group accepts Mastercard, Visa, American Express and Diners Club Cards*

The phone payment line is a 24-hour service. Calls are charged at the cost of a local call (mobiles extra)

Contact your participating bank, credit union or building society to make a payment directly from your cheque or savings account.

You will be required to enter the Biller Code and BPAY reference number as detailed on the front of your invoice.

Please present page intact at any Australia Post Office.

Payments may be made by cheque or EFTPOS. No cash will be accepted.

Please make any cheques payable to 'DEFT Payments Systems for Elliott Australia Group.'
Systems for Elliott Australia Group.'

DEFT Payment Systems
Locked Bag 2501
PERTH WA 6001

Please make any cheques payable to 'DEFT Payments Systems for Elliott Australia Group.'

Please note the above address is for payments only. Please send other correspondence to:

PO Box 1136
Nedlands WA
6909