

AFSL 363610 ABN 75 131 025 600

Thank you for choosing us to assist with your General Insurance requirements.

We appreciate you putting your trust in us to take care of your most important assets.

Did you know the biggest compliment that you can give us is by simply Referring a Friend to us?

Oracle Group Insurance Brokers has access to over 100 insurance companies, wholesale arrangements, Lloyds of London, European and USA markets which allow us to better provide the insurances that you need. From Home and Contents, Tradie's Packages through to Professional Indemnity and Construction Risks – Oracle Group is truly positioned to look after our clients and most importantly "give you advice as you need it".

The 'A to Z Suite of Products' which ensures we solve your insurance needs include:

#### Personal Insurance

- Rural Farms and Hobby Farms and Farm Machinery
- Farm Motor, Crop, Bloodstock and Livestock
- Home Building, Contents and Valuables
- Prestige Home, Contents and Fine Arts
- Landlords Investment Properties
- Unit Owners' Contents and Rent Protection
- Motor Vehicles, Horse floats and Trailers, Motor Cycles
- Caravans and Motorhomes, Go Karts and Golf Buggies
- Prestige Motor Vehicles
- Watercraft (Jetskis, Boats and Yachts)
- Personal Accident and Sickness, Personal Travel
- Strata Title Properties (Residential and Commercial)

#### **Business and Commercial Insurance**

- Trades Packages Liability, Tools and Personal Accident
- Commercial Vehicles and Fleet Motor Vehicle
- Transport Operators and Motor Trades Liability
- Cranes, Plant and Equipment, Earthmoving and Demolition
- Construction and Contract Works (annual and single risks)
- Tax Audit, Product Recall and Tampering
- Business Property (Fire and Perils, Flood, Accidental Damage and Theft) and Public and Products Liability
- Business Interruption, Money, Glass, Transit, Cargo
- Breakdown (Mechanical, Electrical and Electronic Equipment)
- General Property (laptops, mobile phones, tools)
- Group Accident and Sickness and Corporate Travel

Liability, Aviation, Marine, Industrial and Professional Indemnity Insurance

- Directors and Officers, Employment Practices, Information and Communication Technology
- Environmental Impairment, Kidnap, Ransom and Extortion
- Management Liability, Statutory Liability
- Industrial Special Risks Commercial Property
- Cyber and Personal Protection

- Professional Indemnity, Medical Malpractice Indemnity and Liability
- Aviation and Hangar Liability, Airport Operators Liability and Charterer Liability
- Marine Hull / Protection and Indemnity, Marine Liability
- Legal Defence Costs, Umbrella Liability, Intellectual Property



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## Important Information for our Clients

# 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 that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of insurance and, if so, on what terms.

You have the same duty to disclosure those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance. Your duty however does not require disclosure of any matter:

- That reduces the risk to be insured or that is of common knowledge;
- That your insurer knows or, in the ordinary course of business, ought to know;
- The insurer has waived your duty to tell them about.

#### Non-Disclosure

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.

# Terms of Trade

Payment of this account constitutes your acknowledgement and acceptance of these conditions and authorises us to act as your insurance brokers for the risks outlined on the face hereof and no others unless specifically agreed by us in writing.

# **Payment**

You may not be insured if you fail to pay the premium in full within 14 days from commencement of the risk for new policies and prior to the due date for renewals unless alternative credit arrangements have been agreed with us in writing.

#### **Premium Funding Warning**

Premium funding allows you to spread out the cash flow associated with paying your insurance premiums over the next twelve months. We receive a commission from the funder for

arranging the funding contract, please see our Financial Services Guide for further information.

Please note that should the insurance policy be cancelled before the expiry date for whatever reason, the Premium Funder will charge you the full interest applicable to the contract, as detailed in the Loan Application Form. Typically there will be no refund of our commission on the refund premium and no refund of any fee we may have charged you for arranging the cover. We also reserve the right to charge you a policy cancellation handling fee. In some cases insurers also apply minimum premiums to policies, which may further reduce the refund that you might otherwise receive.

The impact of the above on you is that any refund you receive for the mid term cancellation of your policy will usually be significantly less than a pro rata calculation would produce and in extreme cases may involve you having to make an additional final payment even though the policy has been cancelled. Therefore prior to cancelling a policy and replacing it with another cover we strongly recommend that you discuss your situation with us so that we can advise the exact extent and impact of the early cancellation provisions mentioned above.

#### Utmost Good Faith

Every contract of insurance is subject to the doctrine of utmost good faith which requires that the parties to the contract should act toward each other with the utmost good faith. Failure to do so on your part may prejudice any claim or the continuation of cover provided by Insurers.

#### Contractual Liability

Many commercial or business contracts contain clauses dealing with your liability (including indemnities or hold harmless clauses). Such clauses may entitle your insurers to reduce cover, or in some cases, refuse to indemnify you at all. You should seek legal advice before signing and accepting contracts. You should inform us of any clauses of this nature before you enter into them



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# Third Party Interests

Insurance policies will only provide cover for your interest in the property insured and does not cover the interest of any third parties unless you have informed us of them in writing and they are noted on the policy.

#### **Alterations**

No alterations to the risk whatsoever will be admitted until you have notified us in writing and will not take effect until acceptance is confirmed by the insurance underwriters.

# Cooling Off

All Retail Products are subject to a 14-day "cooling off period". This means that if you are not happy with a Retail Product, you have 14 days to withdraw from the new contract at no cost to you other than our broker's fee, which is not refundable.

#### Disclaimer

This notice is a summary only (errors and omissions excepted) and does not purport to be a copy of the insurance underwriters' policy or other documents. In case of any discrepancy, the underwriters' documents will prevail.

### Subrogation

You are warned that should you become a party to any agreement that has the effect of excluding or limiting your insurer's ability to recover from a third party, your insurers may have the right to refuse to indemnify you for such loss where it is shown that your insurer's rights of recovery have been prejudiced by your action.

# Average / Co-Insurance

It is most important that the Sum Insured you select is adequate to represent the value of the insured property and is calculated in accordance with the cover being arranged. Otherwise, you will be under-insured and in terms of the Average / Co-insurance provisions of your policy, you may be responsible for paying part of the loss you actually suffer. If the subject matter of insurance (or part thereof) relates to Industrial Special Risks, Fire and Perils or Business Interruption/Consequential Loss, then the policy (or part thereof) will be subject to average. This

means that if the sum insured you nominate for buildings, plant, machinery, stock is less than 100% of its value (100% for Business Interruption/Consequential Loss) at the time the insurance was effected (or renewed), then part of the loss will/may not be covered by the policy. For example, a policy with a 100 % co-insurance clause pays as follows: if a building is insured for \$150,000 when its value is \$200,000, then in the event of a claim for damage of \$100,000, insurers will only pay \$75,000 and you will be your own insurer for the balance.

Some policies contain an Average/Co-Insurance clause which is fully set out in the "Basis of Cover" or "Policy Specification" of the policy.

For the types of cover most usually provided, the Average/Co-Insurance calculation is arrived at by applying the Rate of Gross Profit, Revenue or Rentals (as applicable) to the Annual Turnover, Revenue or Rentals (as applicable); these factors first being appropriately adjusted as provided for in the "Trend of Business" or "Other Circumstances" clauses.

If you are in any doubt regarding this clause insofar as it applies to your policy, please contact your Account Manager for assistance.

# Claims Made Policy

This policy provides cover on a "claims made" basis which means that claims first advised to you (or made against you) during the period of insurance are covered irrespective of when the incident causing the claim occurred. To protect your entitlement to indemnity under this policy you must report to insurers without delay and prior to expiry of the policy period all incidents that may give rise to a claim against you.

# Claims Occurring Prior to Commencement

Your attention is drawn to the fact that your policies do not provide indemnity in respect of events that occurred PRIOR to commencement of the contract.