

# Important Notices

We wish to draw your attention to certain important matters that relate to your insurance.

## General Advice Warning

Any information provided about this policy is general in nature and does not take into account your personal objectives, financial situation or needs. Before making a decision to acquire this policy, you should obtain and consider all information made available, including the Product Disclosure Statement (PDS), Target Market Determination (where applicable) and policy terms and conditions, to determine whether it is appropriate for you, having regard to your own objectives, financial situation and needs. Please contact us on (03) 8587 7777 for a copy of any of these documents which may also be made available on our website.

## Duty of Disclosure

Before you enter into a contract of insurance, you generally have a duty under the Insurance Contracts Act 1984 (Cth) (**ICA**) to disclose anything that you know, or could reasonably be expected to know, or in the case of consumer contracts (as defined in Part IV of the ICA) (**Consumer Contracts**) to take all reasonable care to disclose 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 that duty after proposal, and up until the time the insurer agrees to insure you. You have the same duty before you renew, extend, vary or reinstate a contract of insurance.

You do not need to tell the insurer anything that:

- reduces the risk that is insured;
- is common knowledge;
- your insurer knows or should know as an insurer; or
- the insurer waives compliance with your duty of disclosure.

If you are uncertain about whether or not a particular matter should be disclosed to the insurer, please refer to any guidance issued in any insurance proposal or application form, your Duty of Disclosure obligations contained in any PDS and policy terms and conditions (as applicable) and contact your Affinity Insurance Brokers (AIB) representative.

## Non-disclosure

If you fail to take reasonable care in disclosing information to us in the case of Consumer Contracts, or do not tell your insurer anything you are required to, the insurer may cancel your contract or reduce the amount that it is required to pay you if you make a claim, or both. If your failure to disclose is fraudulent, the insurer may refuse to pay a claim and treat the contract as if it never existed.

In all instances, we recommend that you refer to any information provided by us to you or the insurer from time to time about your Duty of Disclosure and contact your AIB representative if you have any queries.

## Changes of circumstances must be notified

It is also important that you advise us of any changes to your business or circumstances (including location change, changes in size or value, increase in number of premises/ sites owned or occupied, or nature of business activities) that may occur once you have arranged the insurance so that we can take the necessary steps to make sure that you are adequately insured. A failure to advise the insurer of such changes may prejudice your cover.

## Understanding your policy terms and conditions

Please carefully review all documents we give you (including policies and endorsements) containing the terms of your cover (including applicable limits, sub-limits and deductibles and your obligations) to ensure that the cover suits your needs and so you understand and comply with your obligations under your policies. Failure to do this may result in uninsured losses. Please advise us immediately if you notice any mistakes of fact or believe the contents do not address your needs.

## Interest of other parties

Your policy may exclude cover for an interest in the insured property held by someone other than the named insured, unless that interest is specifically noted on the policy. For example, if property is jointly owned, or subject to finance, the interest of the joint owner or financier may be excluded if it is not specifically noted on the policy.

Generally, the safest course is always to have all interests in all property insured noted on each policy. If anyone other than you has an interest in property you are insuring, please let us know.

## Utmost good faith

Every contract of insurance is based on the principle of utmost good faith, requiring each party to act towards the other party in respect of any matter arising under the contract, with the utmost good faith. If you fail to do so, you may prejudice your rights under the policy and in particular, any claim. This requirement also applies to third party beneficiaries after the policy is entered into.

## Privacy

AIB is committed to protecting your personal information in accordance with the Australian Privacy Principles under the Privacy Act 1988 (Cth). We collect, use and disclose personal information to offer, promote, provide, manage and administer the many financial services and products we and our group of companies are involved in as set out in the [Aon Privacy Notice](#). In order to do this, we may also share your information with other persons or entities who assist us in providing or promoting our services as set out in the [Aon Privacy Notice](#). Further information about our privacy practices can be located in the [Aon Australia Group Privacy Statement](#) which can be viewed on our [website](#).

You may also gain access to your personal information, or modify your privacy preferences, by contacting your AIB representative or our Privacy Officer at:

By email: [privacyofficer@aon.com.au](mailto:privacyofficer@aon.com.au)

By mail: Level 33, 201 Kent Street Sydney NSW 2000

By phone: (02) 9253 7000

**Where your policy contains the following terms and conditions, the following apply:**

**Claims Made**

This means that the policy responds to claims first made against you and notified to the insurer in writing during the period of insurance, provided that the originating act or omission occurred after the retroactive date. Where you give notice in writing to the insurer of any facts that might give rise to a claim against you as soon as reasonably practicable after you become aware of those facts, but before the expiry of the period of insurance, the policy will, subject to its terms and conditions, provide cover even if that claim is made after the expiry of the period of insurance.

Directors' and Officers' Liability, Comprehensive Crime, Professional Indemnity, Superannuation Trustees' Liability policies, Molestation sections and some other liability policies are written on a "Claims Made" basis.

**Occurrence Basis**

This means that the policy responds to claims on the basis of when the incident occurred or when the injury or damage manifested itself, not when the claim itself was received. Combined General Liability, Industrial Special Risks, Travel, Aviation, Contract Works, Marine policies and some other policies are written on an occurrence basis.

**Average or co-insurance**

Property policies and some other policies contain an "average" (sometimes called "co-insurance") clause. This applies if the sum insured of your policy does not cover the full cost of your loss, your claim may be reduced in proportion to the amount of this under insurance. If you do not want average to apply, you must ensure that the level of your insurance is adequate whenever you take out or renew a policy.

An average clause may be based on:

- replacement value (i.e. "new for old") in which case you must ensure that your sum insured represents the full cost of replacing the insured property with new property; or
- indemnity value (i.e. "replacement to a similar condition") in which case you must ensure that your sum insured represents the cost of replacing the insured property, taking into account any depreciation.

**Non-Admission of Liability & Subrogation**

This policy contains provisions which have the effect of excluding or limiting the insurer's liability in respect of a

loss where you have admitted liability or prejudiced the insurer's rights of subrogation.

This may occur where you are a party to an agreement which excludes or limits an insurer's rights to recover the loss from another party.

**Retroactive Date**

If the policy has a retroactive date, the policy coverage is limited to acts and omissions that occur or are alleged to have been committed on or after that date. For example, if you have a retroactive date of 1 July 2016, the policy will not cover a claim arising from acts or omission occurring prior to that date. Please ensure that the retroactive date you select is sufficient and that you have no uncovered periods.

**Financial Services Guide**

Please take the time to read our [Financial Services Guide](#) carefully as it contains some very important information about the products and services that AIB, as an authorised representative of Aon Risk Services Australia Limited, provide. It also explains how we and our representatives may be remunerated and contains details of how we manage conflicts of interest and information about our complaints process.

**Retention of remuneration**

Please note that we treat our remuneration as fully earned when we issue you with a tax invoice. You agree that we may retain all our commission, fees and other remuneration in full in the event of any mid-term cancellation of a policy or future downward adjustment of premium. You also agree that the insurer and AIB may offset such remuneration from any premium refund you are entitled to.

**Waiver of rights**

Some policies contain a clause which limits or excludes claims where the insured has limited its rights to recover a loss from another party in circumstances where that other party is responsible for the loss. For example, this may happen where you have entered into a contract which limits the liability which the other contracting party would have been under in the absence of the contract. If you have entered into, or propose to enter into, a contract which might limit your right against another contracting person, please let us know immediately.

**Sanctions**

AIB will not be liable under this Policy to provide indemnity in respect of any payment for or in connection with any Loss or part thereof in respect of any transaction where a claim payment breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or the United States of America.

**Regular Review of Sums Insured/Declared Values**

It is very important that you regularly review the sums insured and/or declared values for assets covered by your insurance policies to ensure that, if you suffer a loss, you receive adequate compensation. Products

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such as Property Insurance often provide for settlement on a “replacement” or “reinstatement” basis. You need to make sure that sums insured and/or declared values are sufficiently increased over time to ensure that they accurately reflect the estimated replacement or reinstatement costs which might be incurred as a result of the loss. The sum insured/declared value of each insured asset should be calculated on the estimated replacement cost (new for old) including the cost for removal of debris and any additional costs that may be required to replace the damaged property. This also prevents the Insurer from penalising you for not adequately insuring the property.

Conversely, products such as motor vehicle policies commonly insure vehicles on the basis of “the sum insured or market value, whichever is the lesser”. This means that the sums insured and/or declared values of any vehicles or other assets which depreciate over time should be appropriately reduced to reflect its current value. This also ensures that you are paying the appropriate premium for insuring the asset.

If you have any questions about this, please speak with your AIB representative.