

Terms of Engagement & Service Agreement

Aviso Broking Pty Ltd T/as Aviso Marine and Logistics is delighted to confirm its engagement as your insurance broker. We write to confirm how and on what terms we will manage your insurance needs.

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.

By engaging us, you agree to the Terms of Engagement and Service Agreement as set out in this letter.

Who We Act For

We usually act on your behalf and in your interests. 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 advise you or act on your behalf due to a conflict of interest which cannot be managed, we will immediately notify you.

We usually act on your behalf and in your interests in all matters. Sometimes we will act under a binder, agency or distribution agreement from the insurer. When we act under a binder, agency or distribution agreement we will be acting as the agent of the insurer. This means that we represent and act for the insurer, not for you. We will tell you when we act under a binder, agency or distribution agreement to arrange your insurance or advise you about your insurance needs or to provide claims handling and settling services on behalf of the insurer.

How We Provide Personal Advice

When we provide personal advice to you, it will be based on the information you provide to us about your personal objectives, financial situation and anything else relevant. If you give us information that is incomplete or inaccurate, then any advice we provide will be limited to that information. We will also give you a Statement of Advice or Record of Advice if required by law.

When we give advice about an insurance product, we will usually only consider the products offered by insurers or insurance providers that we deal with regularly. We do not consider or compare all available products.

Before acting on our advice, you must consider whether it is appropriate for your personal circumstances.

Financial Services Guide (FSG)

We will also give you our FSG. You should read the FSG before making a decision. The FSG contains more information about our services and has important information about our relationship with you such as:

- our status as a licensed financial services provider;
- disclosure obligations on your part and ours;
- potential conflicts of interest that we have in our dealings with insurers and other service providers;
- professional indemnity insurance arrangements;
- internal and external complaints resolution procedures
- details of our privacy policy.

Our FSG is also available on our website [Aviso Marine and Logistics](#).

How We Seek Quotes

We will seek quotes from the broader general insurance market before making a recommendation. This will ultimately enable us to find the right insurance product for you.

It is important to note there may be instances of specialist or niche insurance requests where there may be a limited number of insurers and underwriters. Where this is the case, when providing you with our recommendation we will only recommend products from these insurers and will not seek quotes from the broader general insurance market.

Our Services

As your insurance broker, we will provide you with the following services:

Pre-placement services

- Help you identify and assess your risks and develop a proposal to submit to potential insurer/s.
- Providing advice on risk mitigation and management strategies.
- Advise and make recommendations as to your insurance requirements.
- Prepare underwriting submissions.

Insurance placement and premium funding

- Seek insurance quotes (for more information on how we will seek quotes see “Approaching the Market”).
- Negotiate policy coverage and policy renewal annually or as otherwise agreed in your service plan.
- Seek to bind coverage where you have authorised us to do so (except in urgent circumstances where unless you instruct otherwise, we may choose to bind insurance on your behalf if we consider that is in your best interests).
- Facilitate policy changes and/or cancellations as per your instructions.
- If required, assist you with any Insurance Premium Funding needs.

Post-placement Services

- Prepare and manage claims if an insured event occurs.
- Advocate on your behalf during the claims process.
- Facilitate policy changes and/or cancellations as per your instructions.

Informing Us About Liability Clauses

Many commercial or business contracts contain clauses that relate to your liability (including indemnities or hold harmless clauses). These clauses may entitle your insurers to either reduce cover, or in some cases, refuse to indemnify you at all. Please inform us of any clauses of this nature before signing and accepting such contracts. We may recommend that you seek legal advice.

Important Relationships

We are owned by Envest Pty Ltd (ACN) 610 997 138) (Envest). Envest is an insurance investment and distribution group. Envest holds majority and minority interests in related service providers such as insurance broking, underwriting agencies (on behalf of local and overseas insurers) and claims administration. More information about Envest is available at www.envest.com.au.

Envest is owned by the Ardonagh Group (Ardonagh), a global insurance distribution platform based in the UK. More information about Ardonagh is available at www.ardonagh.com.

Your Insurance Broker may recommend, refer you to or advise you to use, the services of other companies in the Envest group of companies. We will only do this if it is appropriate for you and in your best interests to do so.

The entities listed below are underwriting agencies and wholesale brokers which Envest has an interest in. We may place your insurance through one of these entities. Any placement will be on arm's-length terms but in affecting the contract of insurance, the underwriting agencies and wholesale brokers may be acting under a binding authority granted by the insurer. We will receive commission from these underwriting agencies and wholesale brokers insurer partners as payment for the placement of the policy.

These entities are; Allstate Insurance Pty Ltd, Blue Zebra Insurance Pty Ltd, ATL Insurance Group Pty Ltd, RedSky Insurance Pty Ltd, Point Underwriting Agency Pty Ltd, PI Plus Insurance (PIP) (Aust) Pty Ltd, Ukawa Pty Ltd (SGUA), Aster Underwriting Pty Ltd, Club 4x4 Pty Ltd, KT Insurance (Lifestyle Insurance Group Pty Ltd), Evari Insure Pty Ltd, Wymark Insurance Brokers (Melb) Pty Ltd, All Parks Insurance Pty Ltd, Aviso Marine and Logistics, Muscatwood Pty Ltd, Wellington Underwriting Agencies Pty Ltd, Epsilon Insurance Broking Services Pty Ltd T/as Epsilon Underwriting Agencies, London Australia Underwriting (LAUW) and also Insuret.

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. 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.

Continuity of Cover

It is important that you maintain continuity of cover. Accordingly, if a contract of insurance falls due and we are unable to contact you, we will automatically arrange for the policy to be held covered (or renewed if necessary). If you do not require the cover, we ask that you tell us as soon as possible. A short-term premium may apply. Please tell us if you do not wish us to provide this service.

Cancellation

We can only cancel a contract of insurance on the written instructions of a named policy holder, or a person authorised to represent them. We cannot cancel any contract of insurance which is subject to the Marine Insurance Act 1909.

If a contract of insurance is cancelled before the expiry of the period of insurance, we have the right to refund to you only the net return premium we receive from the insurer and not refund any part of the brokerage and/or broker fee we receive for arranging the cover. A broker fee may be charged to process the cancellation.

If you cancel your policy mid-term or appoint another broker or authorised representative after renewal, our commission and fees may still be payable or retained, as they relate to services already provided.

Additionally, if the premium is not paid on time, the insurer may cancel the contract, leaving you uninsured. The insurer may also charge a short-term penalty premium for the time on risk.

Period of Engagement

Unless we agree in writing otherwise, our appointment is ongoing, commencing inception of your policy and/or policies. This appointment may be cancelled by either party in writing.

We look forward to working with you and to a long and mutually satisfactory relationship. We encourage you to call your Insurance Broker at any time if you have any questions about our services or your insurances.

PAYMENT TERMS

INVOICES

We will invoice you for the premium, statutory charges (e.g. stamp duty and fire services levy) and any fees we charge for arranging your insurances. You must pay us within:

- 14 days of the date of the invoice;
- or in the case of a renewal, within 14 days from the commencement of the contract of insurance.

CREDIT CARD FEES

If you pay by credit card, a credit card surcharge will be shown on the DEFT payment screen at the time of payment and is retained by DEFT to cover their costs for providing the service. Any credit card surcharges are non-refundable.

Premium Funding

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, full details are available on request. 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.

IMPORTANT INFORMATION

Please read the following important information. Contact your Broker if there is anything you do not understand, or if you have any questions.

Duty of Disclosure

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, extend, vary or reinstate an insurance policy with an insurer, you have a legal duty to disclose information to the insurer (Duty of Disclosure). This Duty of Disclosure applies until the insurer agrees to either insure you or renew your insurance.

Your Duty of Disclosure requires you to disclose anything that you know, or you could reasonably be expected to know, as be relevant to the insurer's decision and terms to insure you.

Your Duty of Disclosure does not require you 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.

Duty Not to Make a Misrepresentation

For Personal, Domestic and Household insurance contracts, 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 all 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.

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.

Underinsurance

Your contract of insurance may contain an Average or Underinsurance provision. This means that if the amounts you insure for do not adequately reflect the full value of your property or the scale of your potential financial loss, you may have to bear a portion of any claim yourself.

Property and Business Interruption / Consequential Loss

Underinsurance occurs when the sums insured or declared values do not reflect the full replacement or repair cost of your property, or the actual potential loss of income, rent, or profits following an insured event. If the amounts you insure for are less than the true value, the insurer may reduce the amount payable on a claim in proportion to the degree of underinsurance. For example, if your insurance covers only 50% of the actual value, any claim payment may be reduced by up to 50%, leaving you to bear the remainder of the loss.

Common causes of underinsurance include:

- Not updating sums insured or declared values to reflect current replacement costs, inflation, or business growth.
- Failing to include additional costs such as demolition, debris removal, planning and compliance expenses, or increased working costs.
- Not allowing for seasonal fluctuations, rent reviews, or changes in turnover when setting Business Interruption values.

To avoid underinsurance:

- Review and update your sums insured and declared values annually and at each renewal.
- Consider obtaining professional valuations or risk engineering advice to confirm replacement and reinstatement costs.
- Ensure your insurance covers all relevant aspects of your property and operations, including potential loss of profits or rent.

If you are unsure of the Average or Co-Insurance conditions of your policy, please contact your Account Manager for assistance. Failure to insure adequately may result in reduced claim payments or, in some cases, refusal of cover.

Insuring the Interest of Other Parties

If you require another party to be covered by your policy, you must request this in advance. Insurance contracts generally provide cover only for the Named Insured shown in the schedule. Additional parties will not usually be protected unless their interest is disclosed to and agreed to by the insurer.

Claims Made Policies

Some policies (for example, Professional Indemnity, Management Liability, and Cyber Liability) are issued on a “claims made and notified” basis. This means the policy responds to claims that are first made against you and notified to the insurer during the period of insurance, even if the act, error, or omission giving rise to the claim occurred earlier. Cover will not apply to matters that occurred before any applicable retroactive date shown in the schedule.

To protect your entitlement to claim, it is essential that you report all claims, and any circumstances that may give rise to a claim, to the insurer without delay and before the policy expires. Failure to do so may result in the insurer declining the claim.

Cooling Off Period

All Retail Products are subject to a “cooling off period” of a minimum of 14 days and details of this are contained in the PDS. During this time, if you are not happy with a Retail Product, you may withdraw from the new contract at no cost to you other than our broker’s fee, which is not refundable.

Privacy

We appreciate privacy is important to you. We are committed to protecting your personal information. For further information, please refer to our Privacy Statement by visiting <https://avisoml.com.au/privacy-policy/> or upon request.