



Important Notices
Delaney Kelly Golding Pty Limited
T/A DKG Insurance Brokers

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IMPORTANT NOTICES AND INFORMATION

We have prepared this document to assist you to understand important issues relating to your insurances. We recommend that you read it carefully. Please contact your Account Executive if you have any questions or require further advice/assistance.

POLICY

This notice refers to a contract of insurance that you have entered into via our company. 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 NOT TO MISREPRESENT

There are specific duties that apply to you when you enter into, vary or extend a consumer insurance contract which is obtained wholly or predominantly for your personal, domestic or household purposes, e.g. domestic car, house, travel or accident and illness insurance.

You have a duty to take reasonable care not to make a misrepresentation to the insurer when answering questions that the insurer will ask you and providing the insurer with information. Before you enter into, vary or extend a consumer insurance contract, the insurer will ask you questions that are relevant to the insurer's decision to insure you and on what terms.

You must take reasonable care not to make a misrepresentation to the insurer when answering those questions. A misrepresentation includes a statement that is in any way false, misleading, dishonest or which does not fairly reflect the truth. It is important that you answer these questions fully and accurately, to the best of your knowledge.

When answering the insurer's questions:

- take reasonable care to make sure your answers are true, honest, up to date and complete in all respects. You may breach the duty if you answer without any care as to its truth or if you only guess or suspect the truth. If in doubt, pause the application and obtain the true facts before answering; and
- if another person is answering for you, the insurer will treat their answers as yours. In such a case you should check the questions have been answered correctly on your behalf by them.

If you do not take reasonable care not to make a misrepresentation to the insurer, the insurer may cancel your contract, or deny or reduce the amount the insurer will pay you for a claim, in accordance with the insurer's rights at law.

If you are unsure about your duties to the insurer or you need additional assistance, contact your broker.

YOUR DUTY OF DISCLOSURE

Before you enter into an insurance contract which is not a consumer insurance contract (as that term is defined in the Insurance Contracts Act 1984), you have a duty under the Insurance Contracts Act 1984 to tell your Insurer anything that you know, or could reasonably be expected to know, 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.

At renewal, the Insurer may ask you to advise it of any changes to something you have previously disclosed or may give you a copy of the information you previously disclosed and ask you to advise the Insurer if there has been a change.

If you do not tell the insurer about a change, you will be taken to have told the Insurer there is no change.

You do not need to tell the Insurer anything that:

- reduces the risk the Insurer insures you for;
- is common knowledge;
- the Insurer knows or should know as an insurer; or
- the Insurer waived your duty to tell it about.

NON-DISCLOSURE

If you do not tell the Insurer anything you are required to, the Insurer may cancel your contract or reduce the amount it will pay you if you make a claim, or both. If your failure to tell the Insurer is fraudulent, the Insurer may refuse to pay a claim and treat the contract as if it never existed. If you are in doubt about whether or not a particular matter should be disclosed, please contact your DKG Account Executive.

PEOPLE YOU REPRESENT

You must make sure you explain the Duty of Disclosure or Duty not to misrepresent to any person you represent when we arrange any insurance cover for you. Alternatively, you may ask any person you represent to contact us and we will explain their Duty of Disclosure or Duty not to misrepresent to them directly.

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 honestly and fairly. Failure to do so on your part may prejudice any claim or the continuation of cover provided by Insurers.

CHANGE OR ALTERATION IN RISK

It is important that you advise DKG of any material changes to your business or products such as alteration of risk, changes in location, mergers and acquisitions, or any new or changes in activities (including overseas) which may have a bearing on the adequacy of your insurance. If you have any queries as to what constitutes a material change, please contact your DKG Account Executive immediately.

CANCELLATION

If a cover is cancelled before the expiry of the period of Insurance, we will refund to you only the net return premium we received from the insurer, less a cancellation fee (if applicable). We will not refund any part of the administration fee we receive for arranging the cover. For your protection, once a certification of insurance has been insured for any policy, a cancellation refund will not be available. If further information required, please contact us.

AVERAGE OR CO-INSURANCE

Some policies contain an Average/Co-Insurance clause which means that you must insure for the full insurable value of the property insured. If you under-insure, your claim may be reduced in proportion to the amount of the under-insurance.

A simple example, illustrating the basic principle, application and effect of the Average/ Co-Insurance clause is as follows:

Full (Replacement) Value	\$1,000,000
Sum Insured	\$ 500,000
Therefore, you would be self-insured for 50% of the Full Value. Amount of Claim, say	\$ 100,000
Amount payable by Insurers as a result of the application of Average/Co Insurance, i.e., 50%	\$ 50,000

Some Business Interruption policies contain an Average/Co-Insurance clause, but the calculation is different. Generally, the Rate of Gross Profit, Revenue or Rentals (as applicable) is applied to the Annual Turnover, Revenue or Rentals (as applicable) (after adjustment for business trends or other circumstances).

If you are in any doubt about whether and how Average/Co-Insurance clauses apply to your insurances, please contact your Account Manager for assistance.

SUBROGATION AND/OR HOLD HARMLESS AGREEMENTS

You may prejudice your rights with regard to a claim if, without prior agreement from your Insurers, you make any agreement with a third party that will prevent the Insurer from recovering the loss from that third party, or another party who would be otherwise liable.

Examples of such agreements are the "hold harmless" clauses which are often found in leases, in maintenance or supply contracts and in service/repair contracts. If you are in doubt, please consult your DKG Account Executive.

INTEREST OF OTHER PARTIES

If you require the interest of a party other than the Named Insured to be covered, you **MUST** request this as most policy conditions will exclude indemnity to other parties (e.g. mortgagees, lessors, principals etc) unless their interest is properly noted on the policy. If you would like assistance or guidance with the insurance requirements under a contract, please consult your Account Manager.

LEASING, HIRING AND BORROWING PROPERTY

When you lease, hire or borrow property, make sure that the contract clearly identifies who is responsible to insure the property. This will help avoid arguments after a loss and ensure that any claims are efficiently processed.

Some property policies automatically covers property you are responsible to insure, subject to the policy deductible. The decision as to who should insure the property is not left to your discretion.

If the responsibility to insure lies with the owner, we recommend you try to ensure the lease or hire conditions waive any rights of recovery against you, even when the damage is due to your negligence. This will prevent the owner's Insurer making a recovery against you. If there are no lease or hire conditions, you should write to the owner asking who is to insure the property.

CLAIMS MADE POLICIES

Your attention is drawn to the fact that some policies, for example Directors' & Officers' Liability, Professional Indemnity and Crime, provide cover on a "claims made" basis which means that claims first advised to you (or made against you) and reported to your insurer during the Period of Insurance are recoverable irrespective of when the incident causing the claim occurred, subject to the provisions of any clause relating to a "retroactive date".

You should also note that where you give notice in writing to the Insurer of facts that might give rise to a claim against you as soon as is reasonably practicable after you become aware of those facts (but before the insurance cover provided by the contract expires) then the Insurer is not relieved of liability under the contract in respect of the claim, even if that claim is made after the expiry of the Period of Insurance.

In order to ensure that any entitlement under the policy is protected, you must therefore report all incidents that may give rise to a claim against you to the Insurers without delay after such incidents come to your attention and prior to the expiration of the policy period.

CLAIMS OCCURRENCE BASED POLICIES

Policies that are not underwritten on a "claims made" basis are usually written on an occurrence basis. This means when there is an incident that gives rise to a claim, the policy that responds is the policy that was in force at the time of the incident. For example, if an incident occurred in 2008, but the first notification of any claim is today, then the policy that was purchased in 2008 is the policy that responds, not the current policy.

NON-RENEWABLE INSURANCE

Cover under your policies terminates on the date shown in this Manual or as indicated in our tax invoice or adjustment note.

While insurers will send renewal offers for most insurance policies, there are some which are not "renewable". For these, if you wish to effect similar insurance for a subsequent period, you will need to complete a further proposal before the current policy expires so that we can seek terms of insurance and quotations on your behalf.

AUSTRALIAN TERRORISM INSURANCE ACT

The Terrorism Insurance Act 2003 (the Act) deems terrorism cover in certain commercial insurance policies – eligible insurance contracts – covering eligible property in Australia.

In broad terms, the Act applies to non-residential buildings, structures, other works and their contents. Business Interruption covers which relate to the ownership or occupation of such property, and liability policies, to the extent that the liability arises from the ownership or occupation of such property, are also embraced by the legislation.

To qualify as an eligible insurance contract, a policy must be subject to a terrorism exclusion. Upon an event being deemed a declared terrorism incident by the Government, the Act renders terrorism exclusions inoperative and insureds may lodge claims with their insurers for losses caused by the terrorist incident. Apart from the terrorism exclusion, all other terms and conditions of policies deemed to be eligible insurance contracts remain the same.

Policies which contain an Act of Terrorism exclusion and which are designated an eligible insurance contract in terms of the Terrorism Insurance Act, are generally identified accordingly. Subject to all other terms and conditions of policies so designated, coverage is amended to the extent provided by the Terrorism Insurance Act 2003.

UNAUTHORISED FOREIGN INSURERS

If your risk is atypical or the insurance cannot reasonably be placed with an Australian authorised insurer, we may recommend that you insure with an unauthorised foreign insurer.

An unauthorised foreign insurer is an insurer that is not authorised under the Insurance Act 1973 (Act) to conduct insurance business in Australia and is not subject to the provisions of that Act, which establishes a system of financial supervision of general insurers in Australia that is monitored by the Australian Prudential Regulation Authority (APRA).

The insurer cannot be a declared general insurer for the purpose of Part VC of the Insurance Act 1973, and, if the insurer becomes insolvent, you will not be covered by the Federal Government's Financial Claims Scheme provided under Part VC of that Act.

If we do recommend that you insure, vary or renew your insurance with an unauthorised foreign insurer, we will tell you about that insurer and which policies we have placed with them.

You should consider whether you require further information regarding:

- the country in which the insurer is incorporated, and what scheme of financial supervision of insurers applies;
- the paid up capital of the insurer;
- the insurer's rating by credit rating agencies;
- the insurer's financial reports; and
- which country's laws will determine disputes in relation to the policy?

As your insurance broker, we do not warrant or guarantee the current or ongoing solvency or financial viability of the insurer because we have no control over the insurer's performance and this can be affected by many complex commercial and economic factors. The solvency of an insurer can change significantly between the time an insurance contract is entered into and the time a claim may be made. If you have concerns about the insurer's solvency you should review the insurer's credit rating from time to time.

GENERAL

Many areas of insurance are complex and some implications may not be evident to you. Your DKG Account Executive will keep you informed, but if at any time you are unsure of any aspect of your insurances, please contact your DKG Account Executive to discuss the matter.

PRIVACY STATEMENT

We are committed to protecting your personal and sensitive information (together referred to as Personal Information). When we collect, hold, use, disclose, or otherwise handle your Personal Information we must comply with the Privacy Act 1988 (Cth), which includes the Australian Privacy Principles.

We collect, hold, use and handle your Personal Information to perform our functions of providing, managing and administering the insurance broking, risk management and consulting services outlined in our FSG.

If you do not supply the Personal Information we request, we may not be able to provide our services to you. For example, we may not be able to arrange insurance cover or manage your claim.

We provide your Personal Information to insurers or insurance intermediaries to allow them to determine whether to insure you and if so on what terms.

In facilitating the services outlined in our FSG, we may also need to provide your Personal Information to our outsourced providers. Occasionally this may involve providing your Personal Information to overseas recipients. Prior to disclosing your information to overseas recipients, we will, where required by law, take steps to ensure that the recipient does not breach the Privacy Act 1988 (Cth) and has sufficient practices and processes to protect your Personal Information.

ELECTRONIC DOCUMENT DELIVERY

If you no longer wish to receive documentation electronically or you require a hard copy of any documentation, please advise your DKG Account Executive.

COOLING OFF PERIOD

Retail insurance policies can be terminated within the first 14 days without penalty. If you choose to take advantage of this option, the insurance contract will be terminated from inception and the premium will be returned to you in full. You cannot withdraw from the contract if you have made a claim under it.

ESSENTIAL READING OF POLICY WORDING

The original of your policy wordings have been provided to you or will be passed to you as soon as they are received from Insurers. It is in your own interests to read these documents without delay and advise DKG in writing of any aspects which are not clear to you or where any aspect of the cover does not meet with your requirements.

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. Please refer to our Complaints and Dispute resolution process [Click Here](#).

WHOLESALE BROKER INFORMATION

In some cases, we use the services of a Wholesale Broker (insurance intermediary) to access products that are not available to us directly from the insurer. You can identify where we have used an insurance intermediary as the Invoice/schedule will show that the policy is placed via another Insurance Intermediary. This situation usually arises where the insurance intermediary has developed a specialised product and competitive pricing for risks that are not commonly available directly from most underwriters. This means we are not dealing with the end insurer directly but via the insurance intermediary.

All insurance intermediaries that we deal with are required to hold an Australian Financial Services Licence and to place all client funds received into a Trust Account and are required to meet the same high standards in the delivery of their services that apply to us. Importantly all claims will be the ultimate responsibility of and paid for by the end underwriter.

CONTACT AGREEMENT

To ensure that we provide you with appropriate products and services, you agree to us calling you at our discretion to discuss any new products and services. If you do not wish to receive such calls, please advise us and we will place you on our Do Not Call Register.

FINANCIAL SERVICES GUIDE

Our Financial Services Guide (FSG) contains important information to help you decide whether to use the services we offer. It includes details about who we are, the services we can provide, the remuneration we and our representatives receive and our complaints process.

A copy of our FSG can be obtained [click here](#).