



PO Box 425  
BLACKWOOD  
SOUTH AUSTRALIA 5051  
ABN 94071 275 306  
ATF TCIS Unit Trust ABN 43 338 679 821  
AFS Licence Number 236530

## FINANCIAL SERVICES GUIDE & LETTER OF ENGAGEMENT

This Financial Services Guide (FSG) contains important information about our relationship with you. TCIS Insurance Brokers Pty Ltd is holder of an Australian Financial Services Licence Number 236530.

Under this Licence, you as the client have the right to ask us about our charges, the type of advice we will give you, and what you can do if you have a complaint about our services.

Some information is set out in this brochure, should you need further information or clarification, please contact us.

### **Who will be giving me advice?**

TCIS Authorised Representatives who are able to provide advice on all General Insurance contracts are

Peter Kyloh Tier 1  
Les Crompton Tier 1  
Tony Tongue SPA2, Q.P.I.B  
Geoff Lewis Tier 1

TCIS Staff members who are able to provide advice on all General Insurance contracts are

Ken Bradey Dip Fin. Serv. (Brok), Q.P.I.B.  
Graham Hunt Dip Fin. Serv. (Ins Brok), Q.P.I.B  
Sabina Renna Dip Fin. Serv. (Ins Brok), Q.P.I.B  
Joanne Taylor Tier 1  
Carol Croker Tier 1  
Lisa Brock Tier 1  
Kai Heinsen Tier 1

TCIS Staff members who are able to provide advice on all Domestic business (excluding Personal Accident & Illness) are

Cassandra Gloyn Tier 2- Cert III  
Abbi Crisp Tier 2 – Cert III  
Bianca Bulakovski Tier 2 – Cert III

**What are our services?**

As your Insurance Broker we will discuss with you your insurance requirements, including the scope of cover, limits to be sought, and cost. Upon receipt of your instructions, whether written or oral, we will endeavour to satisfy your insurance requirements.

During the course of the placement of your insurance we will endeavour to keep you informed of the progress of our negotiations and identify any inability to obtain coverage sought by you. We will use reasonable endeavours to implement your insurance program, subject to available insurers, before the intended date of inception, renewal or extension of cover (whichever is appropriate).

We will provide you with information and advice about the insurance cover available to enable you to decide whether to accept the insurance cover offered. As your insurance Broker we will answer any questions you may have about the available cover, its benefits, restrictions, exclusions and conditions.

We will provide all reasonable assistance regarding lodgement and settlement of claims.

As an insurance broker we act for you as your agent in arranging your insurance.

**Who will be responsible for the advice given to me?**

Our Authorised Representatives and staff are acting on behalf of TCIS Insurance Brokers Pty Ltd in respect of general insurance product recommendations only.

**Professional Memberships**

TCIS is a participating broker with Financial Ombudsman Service Ltd, an Australian Securities & Investments Commission approved external disputes resolution facility. TCIS is also a member of the National Insurance Brokers Association.

**General Insurance Code of Practice**

We support the General Insurance Code of Practice. The Code is designed to raise the standard of practice and service in the general Insurance Industry.

**NIBA Insurance Brokers Code of Practice**

TCIS is a principal member of the National Insurance Brokers Assoc and as such is bound by the NIBA Insurance Brokers Code of Practice.

**How to contact us**

You are able to contact us by phone, in writing, by email or in person. Details are on the back of this brochure.

**What Financial Products & Services are available?**

We offer General Insurance advice on the following Financial Products:

- Commercial Motor Insurance
- Public Liability Insurance
- Marine Insurance
- Sickness & Accident Insurance
- Carriers Legal Liability
- Industrial Special Risk
- Commercial Risk Insurance
- Professional Indemnity
- Directors & Officers Liability
- Country/Farm Insurance
- Motor Vehicle Insurance
- Camping Equipment/Personal Valuables Insurance
- Camper Trailer / Caravan Insurance
- Home Building & Contents Insurance
- Landlords Insurance
- Misc Domestic Insurance
- Travel Insurance

**Will you give me advice, which is suitable to my needs & circumstances?**

Before our representative can make an informed product recommendation, they will need to find out your specific needs, relevant financial situation as well as other inquiries. Should you not fully disclose this information to our representative, our representative is required to warn you about the possible consequence of not having your full personal information. You should read the warnings carefully, as this shall specify the scope of the financial product advice being sought.

**What should I know about any risks recommended to me?**

Our representative will explain the significant risk associated with the recommendations made to you including the risk of not acting upon recommendations within the timeframes specified. If they do not do so, you should ask them to explain those to you.

**Privacy Act**

Privacy legislation is now in force. The legislation regulates the way private sector organisations can collect, use, keep secure and disclose personal information. TCIS has elected to opt in to the National Privacy Principles as defined under the Privacy Act 1988. TCIS has developed a privacy policy that explains the type of information we hold about you and what we do with that information.

Our office will maintain records of recommendation made along with all relevant correspondence and documentation received from you and or insurers relating to your risk. You have the right to examine the relevant contents of your file, should you wish to do so please contact our Administration Manager on 1800 633 745 and details of this will be made available on request.

We may use your information to let you know about our range of products and services unless you tell us not to send you this material.

**Should you have any Complaints**

If you have a complaint about the service provided to you the following actions are to be taken:

1. Contact our representative and tell them about your complaint.
2. If your complaint is not satisfactorily resolved within 10 days please contact our Complaints Manager, TCIS Insurance Brokers Pty Ltd PO Box 425 Blackwood SA 5051 and we will endeavour to resolve your complaint quickly and fairly.
3. If you still do not get a satisfactory outcome you can contact the Financial Ombudsman Service Limited (FOS) which is an ASIC approved dispute resolution facility of which TCIS Insurance Brokers Pty Ltd is a member. You can contact FOS on 1300 780 808 or via email at [info@fos.com.au](mailto:info@fos.com.au). Their address is GPO Box 3 Melbourne VIC 3001. Website [www.fos.org.au](http://www.fos.org.au)
4. Alternatively you can contact the Australian Securities & Investments Commission at their freecall infoline on 1300 300 630. Website [www.asic.gov.au](http://www.asic.gov.au)

**Our Terms of Payment**

When we arrange, renew or vary a cover on your behalf, we will invoice you for the premium, statutory charges (eg. stamp duty, fire services levies, etc.) and our brokerage &/or fees.

In the case of renewal, if you wish to instruct renewal by payment of our invoices, we must receive payment before the expiry date.

In all other cases, our invoices are payable by you within fourteen days of the date of the invoice (notwithstanding that the invoice may be addressed to some other party at your request). The full amount is payable by you to us, including the premium and statutory charges and/or brokerage and/or fees.

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. We will not refund any part of the brokerage & or commission we receive for arranging the cover.

We are again required to give you this notice on each and every separate occasion.

**Remuneration**

TCIS Insurance Brokers Pty Ltd, earns commission, paid by insurers, on your base premium in the range of 7.5% to 20%. In addition we may charge a broker fee in accordance with services provided. Non-commercial contracts between \$10.00 to \$50.00 and commercial contracts as agreed at time of placements. Broker fees will be declared on our invoices and along with commission are non-refundable

**New Business Procedures**

If you need cover for property or risk not currently insured, please contact us as soon as possible. If you want immediate cover, we will endeavour to arrange interim cover under a cover note, but in order to do so we will in all instances need to have details of the property or risk (eg. nature of risk, location, sums insured, etc.) and all information to be disclosed to the insurer. We then send you a proposal for completion, which we ask you to return to us as soon as possible. Interim cover is provided for a limited period (eg. one month or sometimes less) and will lapse unless the proposal is submitted to the insurer during its currency. The insurer should issue the policy within approximately one month. If you do not receive it, please contact us.

**Cancellations**

We cannot cancel a contract of insurance without written instructions from the insured &/or person(s) who is authorised to represent each of the parties who are named as insureds in the contract of insurance.

If a contract of insurance is cancelled before the expiry period of insurance, we will refund the net premium we receive from the insurer. We will not refund our Administration Fee/Broker Fee/Commission. Refunds will be forwarded no later than 60 days after cancellation.

**Renewals Procedures**

We will give you at least fourteen days notice of expiry of any cover arranged or last renewed by us on your behalf. We do not accept responsibility for giving you notice of expiry of any cover arranged or last renewed direct with the insurer or through another broker.

Our invoice for renewal of the cover will accompany the notice of expiry. In order for us to commit to the renewal on your behalf, we must receive before the expiry date either payment of the invoice or your instructions in writing to renew the cover. If you want the details of the cover shown on the notice of expiry to be altered in any way, please contact us immediately.

When renewal has been effected, we will send you a certificate or a new policy to confirm renewal.

We do not accept responsibility for chasing you to check whether you wish to renew. If we do not receive payment of our invoice or written renewal instructions by the expiry date, the cover will not be renewed.

**Alterations to cover**

If you want to vary any cover (eg. by increasing the sums insured, or adding another location, etc.) please contact us. You will need to give us not only the details of the variation you are seeking, but also details of relevant matters to be disclosed to the insurer, which have not been previously disclosed.

We will then issue a certificate to confirm the alteration we have effected with the insurer.

**Claims**

In all cases initial contact should be with our office when you become aware of an event which may give rise to a claim. Our office will coordinate appropriate lodgement with insurer. Once the claim is lodged we will oversee progress but recommend direct contact between you and the insurers, assessors, investigators. We will further assist at any time on your request.

**Advice**

If you need advice on your insurance covers or rationalisation of your insurance arrangements or if you have any other query please do not hesitate to contact us. We are happy to answer minor queries over the telephone, but written advice or confirmation should be provided and sought in relation to any matter on which you propose to rely.

We do charge for the service of providing advice if the matter requires a significant amount of time. We shall discuss the charge with you at the time.

**Statement of Advice**

Any advice that is given by us is based on existing information that we hold and or has been given to us. Should any information you have given be incorrect or incomplete, please contact us before taking up our recommendation, as to do otherwise may render the recommendation, inappropriate for your specific needs and objectives.

**Professional Indemnity Insurance**

We and our representatives are covered under professional indemnity insurance that we believe meets the requirements of section 912B of the Corporations Act:- The Insurance (subject to its terms and conditions) will continue to cover claims in relation to our representatives/employees who no longer work for us (but who did at the time of the relevant conduct).

### **Disclosure to Insurers**

For an insurer to make an informed assessment of the risk it faces under a contract of insurance, and calculate the premium it should charge, all relevant matters must be disclosed in good faith to it. The duty to make full frank disclosure rests with you. The duty of disclosure is explained in a prescribed notice under the Insurance Contracts Regulations 1985 as follows: -

“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 the insurance and, if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extent, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of matter –

- that diminishes the risk to be undertaken by the insurer;
- that is of common knowledge;
- that your insurer knows, or in the ordinary course of his business, ought to know;
- as to which compliance with your duty is waived by the insurer.

**Non disclosure**

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce his liability under the contract in respect of a claim or may cancel the contract.

If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

The history of losses suffered and claims made by the party seeking insurance, or any person, firm or company closely associated with that party, is obviously one of the principal matters to be disclosed. It is therefore imperative that you maintain an up-to-date record of all such losses and claims. We do not accept responsibility for doing this for you, or for checking in any particular instance that you have made proper and complete disclosure.

**Cooling off Period**

Under most insurance policies you have a 14 days "cooling off period from date of inception to decide whether you want the cover or not. Should you decide to terminate the policy within the 14 day cooling off period, you will receive a full refund of premium paid. In the event the policy is terminated after the expiry of the cooling-off period, you shall be entitled to a refund, this refund is calculated on a pro-rata basis.

## **Sums Insured – “Average “ and “ Co-Insurance”**

The level of insurance cover is a matter of considerable importance, yet often little attention is given to it until a claim arises. Many policies contain a so-called “average” or “co-insurance” clause. It operates to reduce the amount payable under the policy for any claim in proportion to the degree of under-insurance. Thus if the sum insured is only half the current value of the whole property insured when a claim occurs, you would only receive approximately half the amount of the claim.

On the other hand, your premium is usually calculated on the sum insured, so over-insuring means poor economy.

It is your task to set the sums insured for your covers, and to keep them under review. We do not accept responsibility for advising on levels of cover, or for reminding you of the need to review these levels.

### **Spotters**

If you have been referred to us through one of our Association contacts we may reward that association/person by paying an administration fee. Our spotters are only authorised to refer you to us; they are not authorised to offer advice to you in relation to our products and are only authorised to display printed media detailing our services and products.

### **Where there is a Referral**

If we refer to another service provider we will be remunerated by them for doing this unless we tell you we aren't. The amount ranges between 0% and 20% and will vary depending on both our role and the business concerned.

In making any referral we do not advise or represent that their products and services are right for you and take no responsibility for the product and services they may provide to you. You need to make your own decision based on the information they provide.

## **Notices**

In accordance with your instructions, we will direct all notices and correspondence in relation to covers we arrange or renew on your behalf to your last **known** address as per our computer records.

We do not accept responsibility for chasing responses from you to correspondence or notices sent to your address for notices.

Various provisions of the Insurance Contracts Act 1984 require an insurer dealing direct with an insured or an intending insured to give specific notice of matters such as: -

- (a) The ways in which the terms and conditions of the insurer's policy are more limited and restricted than the terms and conditions prescribed under the Insurance Contracts Regulations 1985;
- (b) Unusual terms in the insurer's policy;
- (c) That retrospective cover is not provided (if it is not) under a "claims made" type of cover;
- (d) That the insurer's policy excludes or limits any claim by reason that the insured is a party to an agreement, which limits the insured's rights of recovery.

Insurers are not required to give these notices when covers are arranged through a registered insurance broker. Thus you will not receive them for covers arranged by our company on your behalf. It is therefore imperative that you check all your insurance certificates and policy wordings to ensure that they provide the cover you require and that you fully understand their limitations. We again stress that you should feel free to contact us if you have any query.

**TCIS Insurance Brokers  
PO BOX 425  
BLACKWOOD SA 5051**

**ACKNOWLEDGE OF RECEIPT**

We ask that you sign and date this acknowledgment confirming receipt and return to us :-

TCIS Insurance Brokers Pty Ltd  
PO Box 425  
Blackwood SA 5051

- Financial Services Guide and Letter of Engagement

Signature .....

Accepted: Name .....

Date .....

Policy Number: .....