

# Terms of Engagement

Webber Insurance Services Pty Ltd

# Terms of Engagement

These are Webber Insurance Services Pty Ltd (Webber Insurance Services) terms of engagement.

We will provide all future services to you on the basis of these terms.

We will usually act on your behalf and in your interests in all matters. 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.

## Our Advice 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. When making a recommendation on a retail product, we will not take into consideration your personal objectives, financial situation or needs, unless we specifically advise in writing that we are giving personal advice.

Before taking any action, you should consider whether the advice we have provided is appropriate to you having regard to your individual circumstances. Clients should obtain and read the relevant product disclosure statements before making a decision.

### Please Note

Under the Corporations Act, Retail Clients are broadly defined as: Individuals, manufacturing business employing less than 100 people or any other business employing less than 20 people and that are purchasing insurance coverage for motor vehicles, home building, contents, personal and domestic, sickness / accident / travel, consumer credit and other classes as prescribed by regulations.





*Webber Insurance has become the go to broker for more specialised insurance needs.*

## Insurance Brokers Code of Practice

We are bound by the Insurance Brokers Code of Practice. You can obtain a copy via the following the link [Insurance Brokers Code of Practice](#).

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## Remuneration

In return for the services we provide, we will receive a commission usually between 5 and 30 per cent of the premium paid (excluding relevant taxes, charges and levies) which is paid to us by the insurer and a fee, payable by you.

More information about our services and remuneration arrangements are available from our Financial Services Guide (FSG) [available on our website](#).



# Our Services

We will assist in risk identification, insurance proposals, recommendations, and contacting you with our suggestions.

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We source insurance quotes from various markets, negotiating terms and placement.

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We have arrangements with a limited number of insurers and underwriters where, when providing you with our recommendation we will only recommend products from those insurers and will not seek quotes from the broader general insurance market. This includes quotes for a number of our pre-arranged schemes.

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In certain circumstances we will obtain quotes from a Direct Offshore Insurer (DOFI) or an Unauthorised Foreign Insurer (UFI) but these options will be discussed in detail so you are fully aware of why we propose to use them.

Our services include policy reviews, coverage explanation and premium calculations, and managing claims, advocating for you if a claim is unreasonably denied or reduced.

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We will inform you promptly about any insurer responses and settlements, seeking your instructions before agreeing to any settlement.

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We can facilitate Contract Reviews and negotiate insurance terms but we cannot provide any legal or contractual advice.

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In case of our termination as your broker, we will pass claim details to your new broker for continued negotiations.



## Please Note

A comprehensive list of the Services we may provide is available on [our website here](#).

# Contracts

Many commercial or business contracts contain clauses dealing with your liability (including indemnities or hold harmless clauses).

These clauses may entitle your insurers to 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.

More detailed information is available at the Contractual Liability Essentials page [on our website here](#).

We can also advise on risk management strategies apart from insurance.





# Your Disclosure Obligations

It is crucial that you provide us with complete and accurate information about the risk to be insured. Failure to do so may result in advice that is not suitable for your needs. We depend on you to furnish us with all necessary details.

## Consumer Insurance Contracts Only

When applying for or renewing insurance related to consumer insurance products (e.g., motor vehicle, home building/contents, residential strata, travel, personal accident/sickness, or consumer credit products), it's imperative to truthfully and accurately answer all questions asked by the insurer and not make a misrepresentation.

Failure to do so may be deemed a breach of your duty to take reasonable care not to make a misrepresentation, potentially impacting the validity of your insurance policy and claims processing.

### Please Note

Refer to our Duty of Disclosure Policy on [our website here](#).

## Non Consumer Insurance Contracts Only

For other types of insurance, you have a duty under the Insurance Contracts Act 1984 (Cth) to disclose relevant information known to you that a reasonable person would be expected to know and that is pertinent to the insurer's decision to insure you and the terms of that insurance. You are not required to disclose information that reduces the risk, is common knowledge, is already known or should be known by the insurer, or for which the insurer waived your duty to disclose. This duty applies until the insurer agrees to insure you, renew your insurance, or when you extend, vary, or reinstate your insurance.

At renewal, the insurer may ask you to update any changes to previously disclosed information or provide a copy for review. Failing to inform the insurer of changes will be considered as affirming no changes. Failure to fulfil your Duty of Disclosure may result in consequences for your insurance coverage. The insurer reserves the right to cancel your insurance contract, reduce the claim payout amount, or both. If non-disclosure is deemed intentional or fraudulent, the insurer may deny a claim and treat the insurance contract as if it never existed.

If you are uncertain about whether a specific matter should be disclosed, please reach out to your Account Executive for clarification. It is your responsibility to communicate the Duty of Disclosure to any individual you represent when arranging insurance cover. Alternatively, you can direct any represented person to contact us directly, and we will provide them with an explanation of their Duty of Disclosure.

Changes in your circumstances may impact the appropriateness of our recommendations. Please promptly inform us of any changes so that we can ensure your insurance remains suitable for your needs.



# Continuity of Cover / Renewals

It is important that you maintain continuity of cover. Accordingly, if we have made contact with you asking for information including an updated declaration and we have had no response, the policy will lapse on the expiry date of the policy. This also applies if we have been unable to contact you.

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# Policy Alteration / Endorsement

You should carefully monitor and review that your insurance policy is adequate to cover your assets or business activities.

If you want to vary any cover, e.g., by increasing the sum insured or adding other property, please provide us with details of the changes you require and any other information you need to disclose to the insurer. We will arrange the variation with the insurer and notify you when it is arranged.

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# Cancellation

We can only cancel a contract of insurance on the written instructions of a person authorised to represent each of the parties who are named as insureds. We cannot cancel any contract of insurance which is subject to the Marine Insurance Act 1909.

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



# Claims

We will use our experience for clients by leveraging our industry knowledge and advocacy skills by:

- Guiding clients through paperwork and documentation.
- Acting as advocates with insurers to ensure fair treatment.
- Streamlining the claims process and expediting approvals.
- Negotiating with insurers for optimal settlements.
- Keeping track of the claims process and addressing issues.
- Assisting clients in appealing denied claims.



## Authorised Contacts

We are committed to safeguarding your privacy and ensuring the confidentiality of your insurance policy information.

As part of our privacy and security measures, we are only able to provide details of insurance policies placed to individuals listed as authorised contacts in our system.

If you have designated specific individuals or entities to act on your behalf regarding insurance matters, please ensure that their information is up-to-date in our records. Authorised contacts are individuals you have explicitly authorised to receive information about your insurance policies, make changes, and communicate with us on your behalf.

To make changes to authorised contacts or other policy details, we require written authorisation from the policyholder. This can be in the form of a signed letter, or an email sent from the policyholder's verified email address. Additionally, authorised representatives designated by the policyholder must provide appropriate documentation to verify their authority. This ensures that any changes made to policy contacts are done with the policyholder's explicit consent and in a secure and documented manner.

*Ensuring confidentiality of your information is our priority.*





## Period of Engagement

By default, our appointment is for a specified period, but cancellable upon giving a notice. Our appointment is exclusive.

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## Payment Terms

- **Invoices** are for premiums, charges, and fees, due within specific timelines to avoid potential contract cancellation.
- Premium funding, credit card fees, and related details are available in our [Payment Policy](#) document on our website.

You are required to pay outstanding premiums within the time set out on our invoice.

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## Resignation as Broker

There may be situations where we may elect to resign as your Broker. We will handle this professionally to ensure a smooth transition. Situations that may result in our resignation include, but are not limited to:

- Irreconcilable Differences
- Conflict of Interest
- Ethical Concerns
- Client Non-compliance
- Lack of Cooperation

Resignation as your Broker means that you will appoint a new broker to your existing policies. The Insurer/s may reach out to you directly.



*With access to hundreds of different policies, our team will find the ideal insurance solution tailored to your individual requirements.*

## Additional Information

We also provide you with a [Financial Services Guide \(FSG\)](#).

This document contains 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.

We will notify you of any changes to terms of engagement or services provided.

