

Gardian Insurance Services T/as Gardian Insurance Brokers
ABN 51 117 582 019
Acts as an Authorised Representative (CAR No: 117 582 019) of
The Gardian Group Pty Ltd
AFSL No 457506 ABN: 44 168233798

# TERMS OF ENGAGEMENT

In regard to the attached invoice(s) or quotation(s) we will act on your behalf as an insurance broker except in cases where we are acting on behalf of the insurer under a Binder arrangement. If we are acting under a Binder this will be clearly noted on the invoice(s) or quotation(s).

#### **Our Services**

As your insurance broker, we will provide the following services in relation to the coverage provided under the invoice / quotation:

- Seek insurance quotes from the insurance providers that we have arrangements with. Please note this may not be applicable where we are acting under a Binder.
- Negotiate policy coverage and renewal annually or as otherwise agreed between us.
- Arrange coverage where you have authorised us to do so (except in circumstances where
  unless you instruct otherwise, we may choose to arrange coverage on your behalf if we
  consider that is in your best interests).
- Where we consider that Premium Funding may be an attractive option for you we will obtain
  and provide this option to you at the time we provide you with invoices/quotations. You can
  also request us to obtain and provide a Premium Funding quotation in those cases where we
  have not provided this to you.
- Assist you to prepare and manage claims under policies we have arranged for you and advocate on your behalf during the claims process.
- Facilitate policy changes and/or cancellations as per your instructions

Please note that we have formal arrangements with most of the insurers and underwriters that deal with insurance brokers. This assists us to find competitive price and coverage options for you. Some insurers and underwriters only deal direct with clients and therefore we are unable to access quotes or arrange insurance with these providers. We can provide you with a list of the insurance providers we deal with upon request.

Based on our professional judgement and knowledge of the market, we may seek quotes from multiple insurance providers before making a recommendation. In other cases we may assess that your current insurance provider's offering is more than competitive and there is no need to seek alternative terms.

Where requested we can help you identify and assess your risks and recommend insurance options that specifically address such risks and also provide advice on risk mitigation and management strategies. Additional fees may apply for these services.

# **Policy Cancellation**

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 brokerage and/or broker fee we receive for arranging the cover. A broker fee may be charged to process the cancellation.

### **Our Advice To You**

When making a recommendation, we will not take into consideration your personal objectives, financial situation or needs. Before taking any action, you should consider whether the advice we have provided is appropriate to you having regard to your individual circumstances. Retail Clients should obtain and read the relevant product disclosure statements before making a decision.

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.

### **Period of Engagement**

Unless we agree otherwise, our appointment in regard to this insurance is for the period of insurance set out in the invoices / quotations attached. This appointment may be cancelled by you at any time.

### **Insurance Brokers Code of Practice**

We are bound by the Insurance Brokers Code of Practice. You can ask us for a copy of the Code or you can access it from National Insurance Brokers website - <a href="https://www.niba.com.au">www.niba.com.au</a>.

### **Our Remuneration**

In return for the services we provide, we will receive a commission usually between 5% and 27% 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.

# **Notification of Changes**

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