

TERMS OF ENGAGEMENT

This outlines the scope of agreed services, whether we provide you with advice based on personal circumstances, how we intend to seek quotations from insurance companies, and the remuneration we will earn by arranging insurance policies for you and / or providing advice on insurance cover.

We are a Corporate Authorised Representative (AR No. 1309276) of McLardy McShane Partners Pty Ltd AFSL 232987 ABN 14 064 465 309.

Our Team

Darcy Merton | Director & Principal Broker
Mobile: 0423 550 141
Email: darcy@francismertonib.com.au

Our Services

As your insurance broker, we will provide the following services.

Pre-placement services

- Help you identify and assess your risks and develop a proposal to submit to potential insurer(s).
- Provide advice on risk mitigation and management strategies

Insurance placement and premium financing

- Seek insurance quotes (for more information see “Approaching the Market”).
- Negotiate policy coverage and policy renewal annually or as otherwise agreed.
- 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).
- Obtain and provide a quotation for premium financing (premium funding).

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.

Approaching the market

We will seek quotes from the broader general insurance market before making a recommendation. We have arrangements with multiple insurers and underwriters, which enables us to find the right insurance product for you. In certain circumstances, we will not seek multiple quotations for you. Instead, and only where we believe it is appropriate for your needs, we may approach only one insurer.

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). However there may be insurance contracts that we will need a proposal form or declaration completed by you and returned to us in order for renewal terms to be considered and offered by the insurer. If this is the case we will advise you in advance of the policy expiry. If you do not require the cover, we do 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.

Remuneration

In return for the services we provide we may receive a commission, usually between 5% and 26.5% of the premium paid (excluding relevant taxes, charges and levies) which is paid to us by the insurer, and a fee payable by you.

Policy Cancellation

If cover is cancelled before the expiry of the period of insurance, and provided the relevant policy contains a cancellation clause allowing it, we will refund to you only the net return premium we receive from the insurer and not refund any part of the brokerage and / or fee we receive for arranging the cover. A separate fee may also be charged to process the cancellation.

Payment Terms

You are required to pay the invoice amount to McLardy McShane within 14 days – as set out on our invoice.

Our advice to you

When we provide you with advice about Retail Products, the advice may be general or personal, as defined below:

General Advice: When providing advice, we will not take into consideration your personal objectives, financial situation or needs before making a recommendation. Before taking any action, you should consider whether the general advice we have provided is appropriate to you having regard to your individual circumstances. You should obtain and read the relevant product disclosure statement before making a decision. A General Advice Warning will be provided to you if we give general advice only.

Personal Advice: When providing advice, we will take into consideration your personal objectives, financial situation or needs before making a recommendation. To provide personal advice, we rely on you to provide accurate and complete information about your individual circumstances. A summary of the advice will be included with your renewal or new business documentation.

Period of Engagement

Unless we agree otherwise, our appointment is for 12 months after the insurance placement or renewal date. This appointment may be cancelled in writing, providing 30 days' notice.

Financial Services Guide (FSG)

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 an Authorised Representative of 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; and
- details of our privacy policy.

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

Insurance Brokers Code of Practice

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.