

# Notice to Intending Insureds

## 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, extend, vary or reinstate a contract of general insurance. Your duty however does not require disclosure of matters:

- that diminishes the risk to be undertaken by the insurer
- that is of common knowledge
- that your insurer knows of, 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 its 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.

## Complaint Resolution

If you are not fully satisfied with the service we provide you may request that a complaint be referred to our National Complaints Manager. Arthur J. Gallagher & Co (Aus) Limited subscribes to the Financial Ombudsman Service, which is a free consumer service, and the Insurance Brokers Code of Practice. Further information is available from your Arthur J. Gallagher Branch.

## Premium Funding

If your premium is over \$500, you may wish to pay by monthly instalments using our recommended premium funders. Arthur J. Gallagher is paid to a maximum of 5% under some premium funding arrangements for providing this referral. We recommend that you read the premium funding contract to understand the implications in the event you cancel your insurance policy before its expiry.

## Cancellation/Policy Amendments

If your contract of insurance is cancelled or amended before the expiry of the period of insurance, you will be paid the return premium received from the insurer. Arthur J. Gallagher will retain all our commission, fees and other remuneration in full in the event of any mid-term cancellation of your contract of insurance or future downward adjustment of premium. We may charge an additional fee for processing your request to cancel or amend your contract of insurance and you agree that this fee may be offset against any premium refund you are entitled to.

## Binding Authority

In effecting this contract of insurance Arthur J. Gallagher & Co. (Aus) Limited is or will be acting under an authority given to it by Berkley Insurance Australia to effect the contract. Arthur J. Gallagher & Co. (Aus) Limited will be effecting the contract of insurance as agents of Berkley Insurance Australia and not of you as the Insured. Arthur J. Gallagher & Co. (Aus) Limited is authorised to provide Specialty Risks under this authority.

## I have more questions, who can I contact?

Arthur J. Gallagher, Specialty Risks Team

Tel: 1800 222 012

Fax: 1800 000 472

Email: [specialtyrisks@ajg.com.au](mailto:specialtyrisks@ajg.com.au)



Arthur J. Gallagher