

Alteration Of Risk

Accurate information about your risk is relied upon by the insurer when accepting your business. Any material change or alteration to the risk/s insured must be advised to us immediately.

Privacy

We value the privacy of personal information and are committed to the protection of your privacy. We are bound by the Privacy Act when we collect, use, disclose or handle personal information. We collect personal and/or business information in order to provide our various services to you such as insurance broking, claims management and risk management consultancy.

We disclose both personal and business information to third parties who are involved in the provision of our services or related entities of ours. In addition, we may also provide information to the extent required by law or regulatory requirements.

If you do not provide the requested personal information we may not be able to evaluate, effect, manage or administer your policy and you may also be in breach of your reasonable duty not to make a misrepresentation.

We are committed to ensuring the confidentiality and security of your personal information. A copy of the 'ACS Group Privacy Policy' detailing our handling of personal information is available upon request or by accessing our website www.acsfinancial.com.au/customer-portal >> Privacy & Complaints. ACS Financial collects personal information for the purposes set out in the ACS Group Privacy Policy. If you do not provide some or all of the information requested by us, we may not be able to accept your application (or renewal application) to use our services. You may request access to information held about you and/or complain about a breach of the Australian Privacy Principles, and find out how ACS Group will deal with a privacy complaint by contacting the ACS Group Compliance Officer as set out in the ACS Group Privacy Policy.

General Advice Warning

All financial product advice that we give to you is general advice only. This advice does not take into account what you currently have, want and need for your personal circumstances. It is important for you to consider these matters and read the Product Disclosure Statement (PDS) and policy before you make a decision about an insurance product.

Your Reasonable Duty Not to Make a Misrepresentation

Before You take out, renew, change or vary a contract of general insurance with an Insurer, You must answer their questions truthfully and provide the Insurer with any information that could affect their decision to insure You, or the terms of your policy. This is referred to as Your 'Reasonable Duty Not to Make a Misrepresentation'.

Your reasonable duty not to make a misrepresentation when entering into an insurance contract When applying to take out insurance we will ask You certain questions. When answering these questions, You must be honest, and You have a duty under the Insurance Contracts Act 1984 to tell us anything:

Known to You; and

Which a reasonable person in the circumstances would include in answer to any questions.

Your answers will be used to help the Insurer decide whether to insure You and anyone else under this policy, and on what terms.

It is important that You understand You are answering the questions on behalf of yourself and anyone else that You would like to be covered by the policy.

The same duty applies until We agree to any variations, extensions, reinstatements or renewal of an insurance contract.

Non-disclosure and its consequences

If You do not answer our questions in this way, the Insurer may be entitled to reduce the amount they would pay to You if You make a claim, cancel Your insurance contract, or both.

If Your non-disclosure is fraudulent, the Insurer may refuse to pay Your claim and treat the contract as if it never existed.

What You are not required to disclose

You are not required to disclose any matter:

That diminishes the risk to be undertaken by the Insurer;

That is of common knowledge;

That the Insurer knows or should know in the ordinary course of the insurance business; and

Where the Insurer waives Your Reasonable Duty Not to Make a Misrepresentation.

Duty Of Good Faith

Both parties to an insurance contract, the insurer and the insured, must act towards each other with the utmost good faith. If you fail to do so, the insurer may be able to cancel your insurance. If the insurer fails to do so, you may be able to sue the insurer.

“Reasonable Precautions”

You must take all reasonable precautions for the maintenance and safety of property insured. The insurer will not be liable for any loss, damage, injury or liability arising from a deliberate or fraudulent act committed by you or on your behalf.

Essential Reading Of Policy Wording

The policy wordings for your insurances have either been provided to you or will be sent to you as soon as they are received from your Insurers. We recommend that you read these documents carefully as soon as possible and advise us in writing of any aspects which are not clear to you or if any aspect of the cover does not meet with your requirements.

Excess

An excess is the sum of money the insurer will not pay in respect of a claim.

Refunds

If there is a refund of premium owed to you as a result of a cancellation or alteration to a policy, the premium and government charges will be calculated and refunded on a pro rata basis.

Any fee and/or commission charged/earned by ACS Financial Pty Ltd are non-refundable.

Average Or Co-Insurance

Some policies contain an Average clause. This means that if you insure for less than the full value of the property, your claim may be reduced in proportion to the amount of the under-insurance. These clauses are also called “Co-Insurance” clauses.

A simple example is as follows:

Full (Replacement) Value	\$1,000,000
Sum Insured	\$500,000
Therefore you would be self insured for 50% of the Full Value.	
Amount of Claim, say	\$100,000
Amount payable by Insurers as a result of the application of Average/Co- Insurance, i.e. 50%,	\$50,000

Some Business Interruption policies contain an Average/Co-Insurance clause, but the calculation is different. Generally, the Rate of Gross Profit, Revenue or Rentals (as applicable) is applied to the Annual Turnover, Revenue or Rentals (as applicable) (after adjustment for business trends or other circumstances).

If you are in any doubt about whether and how Average/Co-Insurance clauses apply to your insurances, please contact your Account Manager for assistance.

Subrogation And/Or Hold Harmless Agreements

You can prejudice your rights to claim under your insurance if you make any agreement with a third party that will prevent or limit the Insurer from recovering the loss from that party (or another party who would otherwise be liable). This can occur when you sign a contract containing an indemnity clause, “hold harmless” clause or a release - unless you obtain the Insurer’s consent in advance.

This is because some policies contain a ‘contractual liability exclusions’ that mean the Insurer can refuse to pay or reduce the amount it is liable to pay by the extent to which it is unable to recover from the third party. These exclusions are often found in public and products liability, broadform liability and professional indemnity policies.

Examples of such agreements are the “hold harmless” clauses which are often found in leases, in property management contracts, in maintenance or supply contracts from burglar alarm or fire protection installers and in repair contracts. Other contracts you sign from time to time relating to your business operations (e.g. supply agreements, equipment hire contracts, event hire contracts, labour hire contracts, subcontracts, design and construct contracts, consultancy agreements etc.) may contain indemnity clauses and releases which may trigger the operation of policy exclusions or breach the conditions of your insurance.

Do not sign a contract or lease without contacting your broker and/or taking legal advice as to whether the contract terms will prejudice your insurance protection under your policies. If you are in doubt or require further assistance, please consult your Account Manager.

Leasing, Hiring And Borrowing Property

When you lease, hire or borrow property, make sure that the contract clearly identifies who is responsible for insuring the property. This will help avoid arguments after a loss and ensure that any claims are efficiently processed.

Industrial Special Risks policies automatically cover property which you are responsible to insure, subject to the policy excess. The decision as to who should insure the property is not left to your discretion. You may have other insurance (for example, public liability) which may assist you meet claims relating to property damage or personal injury caused to or by property which you lease or hire. Please note, there is usually a sub-limit on the amount of claims that can be made for damage to property in your temporary care, custody or control.

If the responsibility to insure lies with the owner, we recommend you try to ensure the lease or hire conditions waive any rights of recovery against you, even when the damage is due to your negligence. This will prevent the owner's Insurer making a recovery against you.

If there are no conditions relating to responsibility to insure in the hire or lease contract, you should write to the owner asking who is to insure the property.

Unnamed Parties

If you require a person to be named as a co-insured, a joint insured, an insured person or if you require the interest of a third party to be covered by your policy, you must request this in advance. Most policy conditions will not provide indemnity to other parties (e.g., mortgagees, lessors, principals etc) unless their interest is properly noted on the policy. Please note, while we can ask, we cannot guarantee that an insurer will accommodate a request to include a further party as an insured under your policy or to note the interests of another party on your policy.

If this is required under a contract or agreement, do not sign the contract without checking with us whether the insurer is prepared to include the other party as an insured or note that party's interests. You should also be aware that it may not be in your best interests to make arrangements to have someone else insured under the terms of your policy. We can advise you about this.

If you would like assistance or guidance with the insurance requirements under a contract, please consult your Account Manager.

Claims Occurring Prior To Commencement

Your attention is drawn to the fact that most of your policies do not provide indemnity in respect of events that occurred before the insurance commenced. They cover events that occur during the time the policy is current.

Claims Made During The Period Of Insurance

Some policies (for example, professional indemnity insurance) provide cover on a "claims made" basis.

This means that claims that are first advised to you (or made against you) and reported to your insurer during the period that the policy is current are insured under that policy, irrespective of when the incident causing the claim occurred (unless there is a date beyond which the policy does not cover - this is called a "retroactive date").

If you become aware of circumstances which could give rise to a claim and notify the insurer during the period that the policy is current, a claim later arising out of those circumstances should also be covered by the policy that is current at the time of the notification, regardless of when the claim is actually made or when the incident causing the claim occurred

In order to ensure that your entitlement to claim under the policy is protected, you must report all incidents that may give rise to a claim against you to the Insurers without delay after they come to your attention and before the policy expires.

ACS Financial

Important Information



Non-Renewable Insurance

Cover under your policies terminates on the date shown in this Cover under your policies terminates on the date shown as indicated in our tax invoice or adjustment note.

While insurers will send renewal offers for most insurance policies, there are some which are not “renewable”. For these, if you wish to effect similar insurance for a subsequent period, you will need to complete a further proposal before the current policy expires so that we can seek terms of insurance and quotations on your behalf.

Major Uninsured Risks

Please contact us should you require a copy of the ACS Major Uninsured Risks Listing for consideration.

Complaints & Disputes

ACS Financial has an effective disputes/incidents/complaints handling process which is set out in the ‘ACS Financial Dispute Handling Policy and Procedure’. Individuals can make a complaint by writing to the Compliance Officer. The Complaints Process is published on our website at www.acsfinancial.com.au/customer-portal > > Privacy & Complaints. Alternatively, call 1800 646 777 to request a copy.

If you are not satisfied with our internal assessment of the matters you raise, you have the right to take those matters to AFCA (Australian Financial Complaints Authority - ABN 38 620 494 340). AFCA can be contacted on 1800 931 678 or through their website, www.afca.org.au

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