# TERMS OF ENGAGEMENT

You have appointed Bovill Risk & Insurance Consultants Pty Ltd (ABN 78 072 412 474 ("**BRIC, we, us**") , a Corporate Authorised Representative (CAR 1308194) and wholly owned subsidiary of Honan Insurance Group Pty Ltd (" **Honan**") (AFSL 246749) as your insurance broker. We will provide services to you on these terms of engagement ("**terms"**). These terms apply unless we have agreed separate written service agreement with you. By providing us with your instructions you are taken to have accepted these terms.

## 1. OUR SERVICES

1.1 We will act as your insurance broker and/or risk management consultant for the insurance policies agreed with you. We will provide our services with due care, skill and diligence, based on the needs you have expressly advised us of together with the information you have provided. We may provide our services to you by one or more of the companies in the Honan group or an authorised representative of one of those companies (collectively our "**related entities**") as explained in our Financial Services Guide ("**FSG"**). Our services to you consist of:

(a) Preliminary insurance scoping and recommendations;

(b) Insurance placements on receipt of your instructions. We will:

i. request and obtain quotes from insurers on your behalf for the policies you have instructed us to arrange. We will seek quotes from a limited number of insurers and underwriters, as opposed to seeking quotes from the broader general insurance market.
ii. negotiate with insurers on your behalf on price and cover; and
iii. provide you with policy documentation and update insurers with information based on your instructions; and

(c) Depending on our arrangements with insurers, claims-related services in respect of the insurance policies we have arranged for you.

1.2 When we recommend insurance policies, we generally provide you with general advice only, and do not take into account your personal objectives, needs or financial situation. If we provide advice based on personal circumstances, we will inform you and provide you with additional information, which may include providing you a 'statement of advice'. You should always review any relevant 'product disclosure statement' and insurance policy wording before you make a decision on an insurance product.

## 2. PAYMENT AND REMUNERATION

2.1 Except where insurers bill you directly, we will invoice you for the premium payable for the cover we have arranged along with applicable levies, taxes and fees. Where we provide you with an indication of premiums payable, this will be subject to insurer confirmation. We will remit premiums to the insurers and taxes and fees to the relevant authorities after we receive payment from you. Our payment terms are fourteen (14) days from the date of invoice.

2.2 You agree that we may earn and retain interest income on premium payments held by us between the time we receive these payments from you and the time when we remit these payments to the insurers.

2.3 Our remuneration is made up of fees charged to you for the Services, or commissions earned from insurers for the insurance cover we placefor you, or a combination of both fees and commissions, (unless we have otherwise agreed with you). We may also earn referral fees from third parties that we refer you to, as outlined in our FSG.

2.4 Our FSG provides information on how we receive commissions from insurers. Unless we have otherwise agreed with you, you consent to us receiving commissions from insurers for the policies we place for you. Commissions paid to us by insurers are usually between 0% to 30% of the premium paid (excluding relevant taxes, charges and levies).

2.5 We will be considered to have earned all remuneration in full at the time a policy is placed. We reserve the right to retain in full all remuneration earned even where an insurance policy is amended, terminated or cancelled. We also reserve the right to charge for work we have done in the event an insurance policy is not placed.

2.6 You agree that if we assist you with premium funding we may earn a commission from the premium funder where your application for premium funding is accepted and you enter into a premium funding contract. As set out in our FSG, our commission is usually calculated as a percentage of the amount funded (which ranges from 0 to 4%). The premium funding arrangement (if applicable) will be set out in your separate agreement with the premium funder.

## 3. WHEN WE MAY CHARGE YOU AN ADDITIONAL SERVICE FEE

3.1 Unless we have otherwise agreed with you in writing, we may charge you an additional fee if you instruct us to provide any of the services described below (but where applicable, we will provide you notice of the additional fee before we commence the service):

a. quoting and/or placement of standalone policies of a non-renewable nature;
b. quoting and/or placement of policies not currently listed in your existing Schedule of Insurance prior to engaging us;
c. specialist risk management services;
d. work performed in connection with substantial changes to your activity or exposure (for example, where mergers and acquisitions or special projects are contemplated or undertaken), requiring significant changes and additions to the insurance program and additional and separate negotiation;
e. work relating to extensive business interruption reviews;
f. liaison with auditors and legal advisers in any due diligence process;
g. implementation of a national workers compensation program or work related to workers' compensation coverage where cover is provided by insurer agents of the respective state governments, not private insurers;
h. interactive risk analysis exercise;
i. cost of valuations;
j. contract reviews;
k. implementation of any IT or technology solutions in connection with your insurance program, such as portals;
l. costs/fees incurred for engaging external consultants;
m. any one-off projects;
n. unexpected travel expenses (to be agreed in advance);
o. overseas (in-country) claims administration;
p. global account management for any territory not listed in the Schedule of In-Scope Countries;
q. complex claims management;
r. management of under deductible claims or uninsured claims; management of any claims after our appointment has ended;
s. claims arising from companies that you acquire or dispose of.

## 4. TAXES AND STATUTORY CHARGES

4.1 You agree to pay any taxes and charges (including VAT, GST and other federal taxes or statutory levies or stamp duties) that apply when we place your insurance policies. Any taxes or charges that we calculate on your behalf are estimates only and you agree that you will be responsible for payment of any additional charges or shortfalls.

## 5. YOUR RESPONSIBILITIES

5.1 You are solely responsible for the accuracy and completeness of all information that you provide to us and/or insurers. We are not responsible for verifying the accuracy of the information you provide to us or insurers and you agree that we are entitled to rely on that information in providing our services to you and arranging your cover.

5.2 You acknowledge that the failure to provide all necessary information to an insurer, whether intentional or by error, could result in your cover being limited or void.

5.3 You acknowledge your policy documents contain the terms and conditions of your insurance cover and impose obligations on you. You must carefully review all policy documents provided by us to you to ensure the insurance cover meets your needs and that you understand your obligations to the insurer under each insurance policy. You must promptly notify us of any errors in your policy documents or cover you become aware of. You are responsible for keeping a copy of your policy documents. Subject to regulatory requirements for record keeping, we may not retain copies of policies placed by us on your behalf for as long as it is possible to make a claim under them.

5.4 We will send all correspondence and policy documentation to the contact details that you last provided to us as your correct contact details for receipt of policy notices and information. You must update us of any change to your contact details.

5.5 You must pay your premiums and other relevant policy charges and fees on time. You acknowledge that your insurer has the right to cancel your policy if your premiums are not paid on time and you will not be insured.

5.6 You must advise us as soon as possible on becoming aware of any event or circumstance that may give rise to you making a claim under an insurance policy. You acknowledge that failure to advise an insurer of such an event or circumstance could prejudice your rights under your insurance policy.

## 6. TERM AND TERMINATION

6.1 These terms remain in force until such time as a party terminates these terms by giving the other party 14 days' prior written notice.

6.2 On termination of these terms we will stop being your insurance broker and (unless we agree with you in writing) will stop assisting you with your claims.

6.3 We will assist you with transitioning to a new insurance intermediary or broker appointed by you provided:

a. we have received a Letter of Authority from your new insurance agent; and

b. you have paid us all amounts owing to us.

## 7. LIMITATION OF LIABILITY

7.1 The parties agree that:

a. we and/or Honan are not responsible for the solvency of any insurer or its ability or willingness to pay claims, return premiums or meet any other financial obligation to you in respect of the relevant policy;

b. the information and advice we give you as part of our insurance broking services is not tax, accounting, legal or regulatory advice and you should always obtain your own such advice;

c. we and/or Honan are not responsible for the acts or omissions of any other insurance broker or agent occurring prior to or outside of your engagement of us (including any policies placed by those persons);

d. to the extent permitted by law, neither party will be liable to the other party for any indirect, special or consequential loss or damage (including any loss of profits or revenue or anticipated savings, or damage to goodwill or reputation) arising out of or in connection with these terms or our services;

e. to the extent permitted by law, each party's (and in respect of us and also our related entities), aggregate liability for any and all claims, loss, costs or damages suffered by the other party in connection with these terms or our services will not exceed AUD$5,000,000;

f. the exclusion in (d) and limitation in (e) do not apply to the extent that:

i. services that are provided by us or our related entities to you as a "retail client" (as defined in the Corporations Act 2001); or

ii. liability arises from fraud or wilful default by a party (and in respect of us, our related entities) or its employees, officers, contractor personnel or agents.

## 8. PRIVACY

8.1 Each party will comply with the Privacy Act 1988 (Cth) ("**Privacy Act**") and any other applicable privacy or data protection laws.

8.2 In the course of providing our services we may collect, hold, use and disclose personal information (as defined in the Privacy Act), in accordance with our Privacy Policy. A copy of our Privacy Policy is available on our website at https://www.bric.com.au/ and a hard copy can be provided to youon request.

8.3 You agree that we may carry out benchmarking, analytics or other modelling using, on an anonymous basis, data relating to your insurance program.

## 9. GENERAL

9.1 These terms are governed by the laws of the State of Victoria and each of us agrees that any dispute arising from these terms will be determined by the Courts of that State and those courts having rights to hear appeals from them.

9.2 These terms can only be changed by written agreement between you and us.

9.3 These terms (along with any service level agreement that we agree with you in writing to supplement these terms) are the entire agreement between you and us in respect of its subject matter, and supersede all prior agreements, representations, negotiations and correspondence between us.

Published 1 November 2023

# INSURANCE BROKERS CODE OF PRACTICE

NIBA
National Insurance Brokers Association.

# Insurance Brokers CODE of PRACTICE

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# Foreword
## Message from the NIBA President

This Code is an initiative of the National Insurance Brokers Association of Australia ABN 006 093 849 (**NIBA**). For 40 years, NIBA has been the respected voice of the insurance broking profession in Australia.

NIBA has been a driving force for change in the Australian insurance broking industry, setting higher standards for professionalism and education for insurance brokers, promoting our industry-standard Qualified Practising Insurance Broker (QPIB) and requiring Continuing Professional Development (CPD) from all members.

NIBA represents around 450 member firms and approximately 11,000 individual insurance brokers operating throughout Australia.

NIBA is committed to ongoing endeavours to promote and maintain high levels of professionalism and integrity in insurance broking in Australia. The purpose of this Code of Practice, therefore, continues to be:

**BUILDING PROFESSIONAL COMPETENCE AND CONSUMER CONFIDENCE**

**Gary Okely**
President
National Insurance Brokers Association of Australia

# 1.0 WHAT IS THE INSURANCE BROKERS CODE OF PRACTICE?

The 2022 Insurance Brokers Code of Practice (**the Code**) sets out standards of conduct for all Members of the National Insurance Brokers Association (**NIBA**) and non-members who have subscribed to the Code.

The Code is independently monitored and enforced by a Code Compliance Committee.

The Code provides additional safeguards for clients that are not set out in the law. In some areas, the Code sets higher standards than those required by law. No part of the Code limits, or is intended to limit, a client's rights under the law.

The Code represents the commitment of Code Subscribers to clients, prospective clients and other parties with whom Code Subscribers interact in performing services.

The Code serves to guide Code Subscribers and consumers on what to expect throughout the client journey. It sets out the principles that shape the way Code Subscribers behave, deal with people and make decisions.

The Code was developed following close consultation with key stakeholders, including consumer groups, regulatory bodies, and the broader intermediated insurance industry.

The Code is accompanied by Code Subscriber and consumer information intended to provide guidance on certain topics referred to in the Code, including outlining Code Subscriber best practice, as well as helping consumers understand their rights under the Code.

Consistent with the commitment of NIBA and Code Subscribers to continuous improvement, this Code will be reviewed at least every three (3) years and whenever an urgent amendment is deemed necessary by the NIBA Board.

# 2.0 HOW THE CODE WORKS

## 2.1 Who does the Code apply to?

(a) The Code applies to all Members of the National Insurance Brokers Association. Non-members may adopt the Code with approval from NIBA (**Code Subscribers, we, our, us**).

(b) Existing Code Subscribers to the 2014 NIBA Code of Practice (**2014 Code**) must formally adopt the Code by 1 November 2022.

(c) A list of Code Subscribers who have adopted the Code will appear on the Code website at: **www.insurancebrokerscode.com.au**

## 2.2 When does the Code commence?

(a) This amended version of the Code takes effect from 1 November 2023 and applies to all Code Subscriber activities and dealings that take place from this date. The earlier version of this Code and the 2014 Code apply respectively to activities and dealings that took place at the time those Codes were effective and in place.

## 2.3 What the Code applies to

(a) The Code applies to all services and activities a Code subscriber engages in when advising on or arranging general insurance and other related products on behalf of a client including services and products provided on a stand-alone basis **(Covered Services)**.

This includes but is not limited to;

- (i) alternative risk transfer solutions such as discretionary mutual funds;
- (ii) premium funding arrangements;
- (iii) claims handling services; and
- (iv) risk management.

(b) The Code also applies to a Code Subscriber's interactions and dealings with their prospective clients and other parties with whom the Code Subscriber interacts in performing services for their clients.

(c) The Code does not apply where a Code Subscriber is arranging or advising on:

- (i) insurance, reinsurance or alternative risk transfer solutions for an insurer or reinsurer;
- (ii) health insurance products issued by a private health insurer;
- (iii) life insurance products issued by a life insurer; and
- (iv) Excluded Services defined in section 6.4 provided to an insurer or reinsurer.

# 3.0 CODE SUBSCRIBER COMMITMENT

## 3.1 Code Principles

The Code is underpinned by a set of guiding principles outlined below (**Code Principles**). As Subscribers to the Code, we commit to the Code Principles and will work to embed them and the standards expressed in the Code in our organisation in a timely manner.

### (a) Professional commitment

(i) We will ensure we and our staff maintain and improve our competency through relevant qualifications, continued education and training.

(ii) We will promote and uphold the ethical standards of this profession, including promoting the Code and the Code Principles within and outside our organisations.

### (b) Ethical behaviour

(i) We, our staff, and representatives will act honestly and with integrity in all dealings.

(ii) We will comply with all relevant laws and obligations, including those obligations set out in this Code.

(iii) We will not engage in any conduct with the intent to avoid or limit our obligations under the Code.

### (c) Transparency and accountability

(i) We will communicate with clients and prospective clients in a clear and timely manner.

(ii) We will assist regulators, the Insurance Brokers Code Compliance Committee and external dispute resolution schemes (such as the Australian Financial Complaints Authority (**AFCA**) to the best of our ability.

(iii) We will hold each other accountable for the promotion and implementation of the Code, and for observing Code obligations.

## 3.2 Code Subscriber commitments

(a) We commit to act in accordance with the Code Principles when we:

(i) perform services for our clients;

(ii) engage with beneficiaries named in our client insurance policies;

(iii) engage with prospective clients, clients and their representatives;

(iv) interact with other insurance brokers, whether they are Code Subscribers or not;

(v) deal with insurers, insurer representatives (such as assessors, adjusters and experts) and other members of the insurance industry; and

(vi) respond to or assist regulators or other enforcement bodies and AFCA.

(b) By adopting the Code, we acknowledge:

(i) we have entered into an agreement with NIBA to comply with the Code;

(ii) if a Code Subscriber breaches its obligations under the Code, the Insurance Broker Code Compliance Committee may impose sanctions on it as set out in Section 11 of the Code;

(iii) we may be sanctioned by NIBA, subject to applicable NIBA member rules and regulations and/or Code Subscriber membership rules that apply;

(iv) a Code Subscriber is in breach of the Code if its employees, representatives or agents breach the Code when they are acting on the Code Subscriber's behalf;

(v) that the Code is designed to work with the laws that cover Code Subscriber conduct and go beyond standards required at law. The Code does not and is not intended to limit a client's rights at law;

(vi) that there may be other codes that apply to services provided by a Code Subscriber (for example, the General Insurance Code of Practice). When other codes apply to services being performed by us, we will comply with the higher of the Code standards that apply in performing those specific services.

# 4.0 ENGAGING YOUR BROKER

## 4.1 Understanding our role

(a) Before we agree to act for a prospective client, we will clearly state:

(i) what services we are authorised to provide;

(ii) who we are acting for when responding to questions from a prospective client;

(iii) the extent of the services we are able to provide, including any limits on the insurance products we can arrange. For example, there may be limits due to our competency, insurers we can access and timeframes available;

(iv) that we are bound by the Code and provide a copy upon request; and

(v) if we cannot advise a prospective client or act on their behalf due to a conflict of interest which cannot be managed. We will immediately notify the client upon identifying such a conflict.

## 4.2 Terms of engagement

(a) If a prospective client agrees to engage us, we will provide information in writing setting out the terms of engaging us before we begin to act on their behalf. If a prospective client wishes us to take immediate steps on their behalf, we will provide this information setting out the terms of engagement, as soon as it is practical to do so.

(b) The terms of engagement will provide information including:

(i) the scope of the agreed services required;

(ii) whether we will provide advice based on personal circumstances or not;

(iii) how we intend to seek quotations from insurance companies; and

(iv) the remuneration we will earn by arranging insurance policies and/or providing advice on insurance cover. Remuneration details are outlined further in Section 6.

(c) We recognise that regulatory requirements for the provision and disclosure of information can mean prospective clients and clients receive a lot of information when they engage us and when we provide them with advice. We will take all reasonable steps to ensure that we provide clear information so that a prospective client or client understands the services they will receive.

## 5.0 PERFORMING SERVICES

### 5.1 Communications

(a) We will communicate with clients in a timely manner using clear and concise language and in plain English, subject to regulatory disclosure requirements.

(b) When providing advice, we will take steps to help clients understand the advice we have provided including the costs, key risks and benefits associated with any products we recommend.

c) Section 5.1 (b) does not apply where general advice is provided in generic advertising materials.

### 5.2 Behaviour

(a) We will provide services, interact with clients and those we deal with in the insurance industry in accordance with the Code Principles.

(b) We will not tolerate discrimination, bullying or harassment by our employees, agents or representatives, and we will take appropriate action to discipline and/or prevent such behaviour occurring in the course of performing services.

(c) We will take reasonable steps to ensure our services are accessible to clients with special needs and introduce training for employees to support clients who experience vulnerability.

### 5.3 Who we act for

(a) When a client engages us as their insurance brokers and/or risk advisers, we have a duty to act in their best interests when acting on their behalf in accordance with relevant law.

(b) We may at times act for insurers during the course of an insurance transaction, for example by arranging insurance and submitting claims electronically. While engaged by a client, we will not act for an insurer or another party where doing so would be contrary to our duty to act in our client's best interests in accordance with relevant law.

(c) We will have policies and procedures in place so that we can identify and manage any conflicts of interest.

(d) Where there may be a conflict of interest, we will contact the client in a timely manner and clearly inform them that there may be a conflict of interest. Where there is or is likely to be a conflict of interest, we will engage with the client regarding steps to manage the conflict in their best interests in accordance with relevant law and we may only continue to act on behalf of the client with their consent.

(e) We will periodically review our policies and procedures to ensure that they are effective in identifying and managing conflicts of interest and are not creating unmanageable conflicts.

# 6.0 DISCLOSING WHAT WE EARN

## 6.1 Disclosing remuneration

(a) If the client is a Retail Client (as defined in the Corporations Act 2001 (Cth)) and we are acting on their behalf, we will provide them with information about any remuneration (including commissions) or other benefits we will or expect to receive as a result of providing Covered Services. See Section 2 for more information on Covered Services.

(b) This information must include:

(i) the dollar amount of commission we will or expect to receive in providing Covered Services;

(ii) any non-monetary remunerations we receive from insurers as a result of providing Covered Services;

(iii) any fees payable by the client in relation to our services to them; and

(iv) whether we intend to keep any portion of the commission or service fee if the policy is cancelled before it is due to expire.

(c) This information will be provided at the same time and by the same means as our advice to our client. Where no advice has been provided the information must be provided to the client prior to payment.

(d) If the amount of commission is not known at the time of the provision of advice an estimate needs to be provided and the actual amount must be provided as soon as reasonably practicable.

(e) The obligations in section 6.1 will apply whether Covered Services are provided to a client under a personal advice or a general advice model as defined under the *Corporations Act 2001* (Cth).

## 6.2 Contingent remuneration

(a) When acting on a client's behalf we will not receive any Contingent Remuneration or preferential remuneration from an insurer.

(b) Section 6.2(a) does not apply when we are acting on behalf of an insurer or in relation to Covered Services effected under a binder arrangement.

(c) Nothing in section 6.2 limits a Code Subscriber's obligations set out in section 5.3 and commitment to the Code Principles.

## 6.3 Non-monetary remuneration

(a) When we are acting for a client, we may receive non-monetary benefits, including:

(i) access to technology platforms and IT support;

(ii) education and training;

(iii) membership services provided by insurance broker networks;

(iv) event sponsorship; and

(v) marketing assistance.

(b) We will not accept any non-monetary benefits in exchange for Covered Services where doing so could reasonably be expected to influence the advice we provide.

## 6.4 Services provided to insurers and others

(a) From time to time, we may enter into arrangements with insurers and others to provide services and support. These arrangements are not covered by the Code where they fall within the definition of Excluded Services.

(b) Excluded Services means services provided to an insurer or another organisation and paid for by the insurer or the other organisation including:

(i) access to broker-owned and operated technology;

(ii) access to broker-owned intellectual property, including broker insurance wordings;

(iii) insurer consulting services;

(iv) data and analytic services;

(v) risk control and engineering services;

(vi) product development services; and

(vii) binder and cover holder activities outside arranging or advising on general insurance products for insured clients.

(c) Arrangements for the provision of Excluded Services are commercial in nature, and the obligations relating to disclosing what we earn do not apply to those arrangements.

## 6.5 Remuneration review

We will periodically review our remuneration arrangements to ensure they are not creating unmanageable conflicts of interest.

# 7.0 MAKING A CLAIM AND RENEWING YOUR INSURANCE COVER

## 7.1 Claims management

(a) We will keep clients informed in a timely manner regarding the progress of their claim.

(b) When we receive an insurer's response to a submitted claim, we will notify clients of the outcome as soon as it is reasonably practical to do so.

(c) If a claim is unreasonably denied or reduced by the insurer, we will act as claims advocates on behalf of our clients to try to get the claim paid to the extent covered by the terms of engagement.

(d) We will advise clients if the insurer seeks to negotiate a settlement of their claim.

(e) We will seek our client's instructions before agreeing to any settlement or compromise of their claim.

(f) If the insurer declines to pay the client's claim, we will explain the reasons for the insurer's decision and outline what further steps can be taken, including steps to make a complaint.

(g) Where we act under a claim's authority from the insurer, which is relevant to the client's claim, and exercising that claims authority may be a conflict of interest, we will contact the client in a timely manner, engage with them, and take reasonable steps to ensure that the claim is managed in their best interests in accordance with relevant law.

## 7.2 Policy renewal

(a) We will contact our client well before and at least fourteen (14) days prior to the client's insurance cover expiry date to engage them on the next steps to be taken prior to the expiry of the policy, in accordance with the terms of engagement.

(b) We will take appropriate, professional and timely steps to seek insurance cover terms and conditions and advise clients of available options (if any) for their consideration.

# 8.0 EMPLOYEES, AGENTS AND REPRESENTATIVES

## 8.1 Our responsibility

We are responsible for ensuring that our employees, agents and representatives comply with the Code when they are acting on our behalf.

## 8.2 Promoting the Code

(a) We will do the following to promote compliance with the Code:

(i) only allow our employees, agents and representatives to provide services that match their expertise, skills, and experience;

(ii) require all our employees, agents and representatives to receive appropriate education and training:

(A) to provide their services competently; and

(B) on the Code at least once every year.

(iii) have in place policies and procedures for our organisation and embed a culture that reflects the Code in the way we provide services and deal with others;

(iv) include obligations in our agreements with agents and representatives:

(A) to comply with the Code Principles and other provisions of the Code relevant to the services they are providing;

(B) to report on breaches or potential breaches of the Code within five (5) days of discovery; and

(C) to report to us immediately upon receiving a complaint about a breach of the Code.

(v) At least annually review the extent to which employees, agents and representatives are complying with the Code and take reasonable steps to improve compliance within our organisation, where appropriate.

# 9.0 WHEN THINGS GO WRONG

## 9.1 Making a complaint

(a) If a client, prospective client, named beneficiary, or another party interacting with a Code Subscriber while performing services for their client is unhappy about the provision of Covered Services or their interactions and dealings with a Code Subscriber, they should make a complaint (see Definitions). Complaints should be directed to the Code Subscriber in the first instance.

(b) We will publish, and make readily available, information about our internal dispute resolution processes and information for the Australian Financial Complaints Authority (**AFCA**).

## 9.2 Handling complaints

(a) Complaints will be handled by a person with the appropriate authority, knowledge and experience. All reasonable steps will be taken to ensure that the person whose conduct is the subject of the complaint will not handle the complaint.

(b) We will keep the complainant informed about the progress of their complaint at least every ten (10) business days and provide them with contact details for the person responsible for handling the complaint.

(c) Complaints first made after 1 November 2022 will be handled in accordance with section 9 of the Code, regardless of when services are provided.

## 9.3 Responding to complaints

(a) We will promptly acknowledge receipt of a complaint and provide information about our internal dispute resolution process and timeframes.

(b) When we have completed our investigation, unless clause 9.4(a) applies, we will provide the complainant with a written response, which will include:

- (i) the outcome of our investigation of the complaint;
- (ii) the reasons for our decisions;
- (iii) any right to take the complaint to AFCA; and
- (iv) information on how the complaint can be taken to AFCA if the complainant is not satisfied with our response.

(c) If it is identified that we have made a mistake in the handling of a complaint, we will take action to correct the mistake.

## 9.4 Timeframes for handling your complaint

(a) If a complaint is resolved to the satisfaction of the complainant within five (5) business days, we will provide written confirmation to the complainant to confirm this.

(b) We will resolve a complaint within thirty (30) calendar days from the date it is received.

(c) If we cannot make a decision within this timeframe, we will:

- (i) contact the complainant in writing and provide reasons for the delay;
- (ii) inform the complainant of their right to take the complaint to AFCA (if applicable) and provide the complainant with the contact details for AFCA; and
- (iii) inform the complainant of their right to report alleged breaches of the Code to the Insurance Brokers Code Compliance Committee – see section 11 about reporting alleged breaches of the Code.

# 10.0 SUPPORTING CLIENTS EXPERIENCING VULNERABILITY

## 10.1 Identifying vulnerable clients

(a) We are committed to supporting clients who may be experiencing vulnerability.

(b) A person's vulnerability may be due to a range of factors including:

(i) age;

(ii) disability;

(iii) mental health conditions;

(iv) physical health conditions;

(v) family and domestic violence;

(vi) language and/or literacy barriers;

(vii) cultural background;

(viii) Aboriginal or Torres Strait Islander status;

(ix) remote location;

(x) financial distress; or

(xi) other personal or financial circumstances causing significant detriment.

(c) We will do our best to identify any vulnerability. We encourage clients and potential clients to communicate with us and advise if they are experiencing vulnerability as we may not otherwise become aware of these circumstances if they are not disclosed to us.

## 10.2 Supporting vulnerable clients

(a) If a client or potential client tells us or we identify that due to a vulnerability, additional support or assistance is needed, we will work with them to try to find a suitable way to proceed. We will do this as early as practicable, whilst at all times respecting a person's right to privacy and self-advocacy.

(b) If we are advised or we identify that a client or potential client requires support from a third-party (eg. a lawyer, interpreter, or friend) we will make reasonable accommodations to allow for this.

(c) We will endeavour to make sure our processes are flexible enough to recognise the authority of a support person.

(d) We will have internal policies and training appropriate to our employees' roles to help them:

(i) understand and recognise vulnerabilities;

(ii) understand support options available to vulnerable persons and to what extent we can provide support;

(iii) take account of a client's or potential client's particular needs or vulnerability; and

(iv) engage a client or potential client with sensitivity, dignity, respect and compassion – this may include arranging additional support, for example by referring a client or potential client to people, or services, with specialist training and experience.

# 11.0 ENFORCEMENT OF THE CODE

NIBA has established an independent Code monitoring body, the Insurance **Brokers Code Compliance Committee** (**IBCCC**), to monitor and enforce Code Subscriber compliance with this Code.

## 11.1 Responsibilities of the IBCCC

(a) The IBCCC's constitution, functions and powers are set out in its Charter.

(b) In addition to its powers to enforce the Code, the IBCCC is responsible for:

(i) providing guidance to the insurance broking industry about how to comply with the Code;

(ii) identifying areas for improvement of insurance broking practices;

(iii) monitoring the efficacy of the Code through investigations, collection and analysis of data and stakeholder engagement;

(iv) providing reports to the NIBA Board and the public regarding industry data and consolidated analysis on Code compliance;

(v) publishing breach decisions on a de-identified basis; and

(vi) advising the Australian Securities and Investments Commission (ASIC) of decisions it deems appropriate or of the behaviour of a Code Subscriber that may be warranted.

## 11.2 Reporting breaches of the Code

(a) Anyone can report alleged breaches of the Code to the IBCCC.

(b) The IBCCC will review the allegations reported and make a decision about whether the allegations should be investigated further or referred to another body, and whether the Code has been breached.

(c) The IBCCC will advise the person reporting the breach and the relevant Code Subscriber of its decision and reasons in writing.

## 11.3 Imposing sanctions

(a) The IBCCC has the power to impose sanctions on a Code Subscriber for breaching the Code.

(b) When determining any sanction to be imposed, the IBCCC will consider:

(i) the appropriateness of the sanction, including taking into consideration whether the breach is widespread and how long the breach went undetected or was concealed;

(ii) the extent to which the Code Subscriber has made efforts to or has remedied the breach;

(iii) the loss or damage experienced by the client, as a result of the breach; and

(iv) any other relevant factors.

(c) The IBCCC may impose any one or more of the sanctions below on a Code Subscriber, if it determines the Code Subscriber has breached the Code.

(d) The IBCCC may direct a Code Subscriber found to be in breach of the Code to:

(i) take specific steps to rectify the breach within a timeframe;

(ii) undertake a Code compliance audit at the Code Subscriber's cost;

(iii) publish corrective advertising;

(iv) undertake to receive additional training or certification within a timeframe.

(e) The IBCCC may also sanction a Code Subscriber by:

(i) publishing the fact that a named Code Subscriber has breached the Code and details of the breach;

(ii) advising the Australian Securities and Investments Commission (ASIC) of the breach;

(iii) requesting the matter be referred to NIBA to be dealt with under applicable NIBA Member rules and regulations, and/or Code Subscriber membership rules that apply.

## 11.4 Working with the IBCCC

(a) NIBA will arrange for the IBCCC to be reasonably resourced to enable it to carry out its responsibilities in an effective way.

(b) Both NIBA and Code Subscribers will take all reasonable steps to cooperate with the IBCCC in its review of our compliance with the Code and its investigations of any breaches of the Code.

# 12.0 COMMITMENT TO THE CODE

## 12.1 Promoting the Code

(a) We will work with NIBA to promote the Code to clients, prospective clients and to insurance brokers that have not yet adopted the Code.

(b) We will promote the Code to our clients and prospective clients by:

- (i) providing every client with a copy of the Code, either hard copy or electronically prior to or at the point we are engaged by the client; and
- (ii) referring to the Code on our company website and in other promotional material.

(c) We will promote the Code within our organisation by:

- (i) including Code training materials as part of new employee induction materials;
- (ii) endeavouring to embed the Code Principles in our organisational goals and objectives, and decision making;
- (iii) having a governance process in place to report to our Board or Executive Management on our compliance with the Code; and
- (iv) supporting NIBA initiatives aimed at improving insurance broker competency, professionalism and embedding the Code in the industry.

## 12.2 Reviewing and improving

(a) NIBA will:

- (i) arrange for the Code to be independently reviewed at least every three (3) years from the date the Code comes into effect;
- (ii) without delay, review and amend any provision of the Code where it becomes apparent that an amendment is necessary to achieve the intended operation of the Code;
- (ii) develop guides to improve consumer understanding about the Code; and
- (iii) develop non-binding best practice guides to help Code Subscribers meet their obligations under the Code.

# Definitions

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| **Code Principles** | The set of guiding principles that underpin the Code. See section 3.1. |
| **“Code Subscriber”, “we”, “our”, “us”** | Anyone who has entered into a formal agreement with NIBA to be bound by the Code. |
| **Complaint** | A complaint is an expression of dissatisfaction made to or about an organisation, related to its products, services, staff or the handling of a complaint, where a response or resolution is explicitly or implicitly expected or legally required. |
| **Contingent Remuneration** | Remuneration or other benefits paid in relation to Covered Services that is contingent upon achieving certain criteria such as:<br>i. the number of insurance contracts arranged;<br>ii. the total amount of premium payable;<br>iii. the profitability of the portfolio. |
| **Covered Services** | All services and activities a Code subscriber engages in when arranging or advising on general insurance and other related products on behalf of a client including services and products provided on a stand-alone basis. This includes services and advice relating to claims handling, premium funding arrangements, alternative risk transfer solutions and risk management. |
| **Excluded Services** | Services provided to an insurer or another organisation and paid for by the insurer or the other organisation including;<br>i. access to broker-owned and/or operated technology;<br>ii. access to broker-owned intellectual property, including broker insurance wordings;<br>iii. consulting services;<br>iv. data and analytic services;<br>v. risk control and engineering services;<br>vi. product development services; and<br>vii. binder and cover holder activities outside arranging or advising on general insurance products for insured clients. |
| **Retail Client** | As defined in the *Corporations Act 2001 (Cth)*. A Retail Client is an individual or small business who purchases one of the following general insurance products;<br>i. a motor vehicle insurance product;<br>ii. a home building insurance product;<br>iii. a home contents insurance;<br>iv. a sickness and accident insurance;<br>v. a consumer credit insurance product;<br>vi. a travel insurance product;<br>vii. a personal and domestic property insurance product<br>viii. a medical indemnity insurance product; or<br>ix. any other kind of insurance prescribed in the regulations.<br>A small business is a business employing less than 20 people, or if a manufacturer, less than 100 people. |

# Glossary

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| **AFCA** | The Australian Financial Complaints Authority. For information, visit **www.afca.org.au** |
| **AFCA rules** | The rules under which AFCA operates. For information see **www.afca.org.au/about-afca/rules-and-guidelines** |
| **Alternative risk transfer solution** | Risk financing solutions which serve as an alternative to or enhancement of conventional commercial insurance. |
| **ASIC** | Australian Securities and Investments Commission. For information visit **www.asic.gov.au** |
| **Binder arrangement** | An arrangement between an insurer and a third party (such as an insurance broker) which authorises the third party to perform certain functions for, and on behalf of, the insurer in connection with insurance policies issued by the insurer. |
| **Contingent remuneration** | Remuneration or other benefits paid by insurers that is contingent upon achieving certain criteria, such as:<br>• the number of insurance contracts arranged;<br>• the total amount of premium payable;<br>• the total amount of sums insured;<br>• the profitability of the portfolio. |
| **Insurance Broker Code Compliance Committee (IBCCC)** | The independent committee operating under the Code Procedures and Charter to monitor compliance with the Code that can, amongst other things, make binding determinations for a breach of the Code. For information, visit **www.insurancebrokerscode.com.au** |
| **Overrider commission** | Extra commissions paid by participating insurers for placement of a type of insurance, or for premium volume produced in a given geographic area, risk class, industry or category. |
| **Personal advice** | Under the *Corporations Act 2001*, 'personal advice' considers the Retail Client's objectives, financial situation and needs. Alternatively, it is advice where a 'reasonable person' might expect the adviser to have considered one or more of those things. 'General advice' is advice that is not personal advice. |
| **Third-party beneficiary** | A person or business that benefits from the terms of a contract made between two other parties. In law, a third-party beneficiary may have certain rights that can be enforced if the contract is not fulfilled. |

## National Insurance Brokers Association (NIBA)

NIBA sets out to develop and promote high standards of professional practice for insurance brokers in Australia.

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