



OAMPS Insurance Brokers Limited
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 Tel: 1800 222 012 Fax: 1800 000 472
 Email: naturaltherapists@oamps.com.au
 Website: www.oamps.com.au
 ABN 34 005 543 920

COMBINED LIABILITY INSURANCE PROPOSAL FORM

Please read carefully and fully complete all questions.

PLEASE NOTE: the OAMPS/Vero insurance facility does not extend cover to fitness instructors, personal trainers or gym / aerobics instructors or spinal manipulation

PERIOD OF INSURANCE: From: _____ To: _____

The initial Policy Period will run to the Common Due Date of the Association, thereafter it will be renewed annually.

1. NAME OF ASSOCIATION: _____

Membership No: _____ Level of Membership: _____

2. NAME OF PROPOSER(S): _____

First Names Surname

Trading Name: (if applicable) _____

ABN: _____

3. BUSINESS ADDRESS (if you are a mobile contractor, please write "Mobile")

STREET: _____

SUBURB: _____ STATE: _____ POST CODE: _____

4. MAILING ADDRESS: (Or write "As above") _____

HOME TEL: _____ WORK TEL: _____

FAX: _____ WEBSITE: _____

EMAIL: _____ MOBILE: _____

5. QUALIFICATIONS Please list the Modalities you practice that are accredited by your Association

Modality	% of Time Practiced	Qualifications	Where and When obtained

5A. DO YOU REQUIRE THE POLICY TO BE EXTENDED TO COVER ANY OTHER MODALITIES WHICH YOU OR YOUR EMPLOYEES PRACTICE THAT ARE NOT ACCREDITED BY YOUR ASSOCIATION? *(Please circle)* Yes No

Modality	% of Time Practiced	Qualifications	Where and When obtained	Name of Accrediting Association

Please attach copies of qualifications, for you and your employees, for any modalities (listed above) that are not accredited by your association

6. HAVE YOU PREVIOUSLY BEEN INSURED FOR PROFESSIONAL INDEMNITY? *(Please circle)* Yes No

To include Retrospective Liability Cover you must provide the following information.
It is important to provide the inception date from the **first year** in which you had insurance.
(If you have had no previous insurance, this option is not available)

Previous Insurer: _____
Original Inception Date From : _____ Final Expiry Date: _____

7. DO YOU REQUIRE THIS POLICY TO BE EXTENDED FOR RETROSPECTIVE LIABILITY? Yes No

Retrospective cover includes cover for liabilities arising from events that occurred prior to commencement of this policy, and during the term you were previously insured. This is subject to you not being aware of any circumstances which may give rise to a claim when you take out this policy, and you must accept a policy with our Scheme before your current policy expires.

8. HAVE YOU OR ANY DIRECTOR / PARTNER / MANAGER OF THE BUSINESS EVER *(Please circle)*

Sustained loss or damage or incurred liability whether or not insured, of a type against which insurance is now sought?	Yes	No
Had insurance declined or cancelled, had an insurer refuse or not invite renewal, had special policy conditions imposed, had an excess imposed, or had any claim rejected?	Yes	No
Been declared bankrupt or put into receivership or voluntary liquidation?	Yes	No
Been charged or convicted of any criminal offence?	Yes	No

If you have answered "yes" to any of these questions, please provide details:

9. IS YOUR TURNOVER (SALES) GREATER THAN \$250,000? *(Please circle)* Yes No

If yes, please advise approximate amount \$ _____
How many premises do you lease or occupy in connection with your business? _____
Do you have employees? If yes, how many? _____

10. WHAT LEVEL OF INDEMNITY DO YOU REQUIRE? *(Please tick the box)*

Public Liability		Products Liability (Including Professional Risks)	
\$10,000,000	<input type="checkbox"/>	\$1,000,000	<input type="checkbox"/>
\$20,000,000	<input type="checkbox"/>	\$2,000,000	<input type="checkbox"/>
		\$5,000,000	<input type="checkbox"/>
		\$10,000,000	<input type="checkbox"/>

FOR INDICATIVE PRICING PLEASE REFER TO THE FREQUENTLY ASKED QUESTIONS

11. DO YOU REQUIRE MULTI-PRACTITIONER COVER? (Please circle)

Yes No

If insufficient space, please attach a separate sheet

Name of Multi Practitioner	Modality	Qualifications	Where Obtained	Name of Their Association

Note: Contractors (as distinct from employees) are not eligible for inclusion, and will need to make their own insurance arrangements.

12. DO YOU TEACH STUDENTS TO BECOME PROFESSIONAL PRACTITIONERS? (Please circle)

Yes No

If yes, please circle one of the following ranges based on the time you spend teaching as part of your average working week

- 0% – 10% of your working time
- 11% – 30% of your working time
- 31% – 50% of your working time

If you teach over 51% of your time, please provide the following details

- Teaching Qualifications
- Percentage of working hours spent teaching
- Turnover for this activity
- Average number of participants per class

13. DO YOU REQUIRE THE LEGAL POWER EXTENSION ? : (Please circle)

Yes No

(Please refer to the attached Frequently Asked Questions for more details)

14. ARE YOU A PERMANENT RESIDENT OF AUSTRALIA ? : (Please circle)

Yes No

(If NO, this insurance cannot be issued)

If I/we have disclosed personal information about any other person(s), I/we confirm that I/we am/are authorised to:

- Disclose to you personal information about that person(s) and to consent to its use for the purposes shown in the Privacy Statement
- Consent to disclose to, and obtaining of other personal information about that person/(s) from, other parties including those shown in the Privacy Statement, for any of these purposes
- I/we have read and understood the information set out in this proposal and the information I/we have given is true and correct
- I/we have read and understood the policy and agree to be bound by the terms and conditions it contains
- I/we understand that I/we am/are not insured until Vero Insurance confirms its acceptance of this application

This declaration is signed for and on behalf of all applicants

Signature: _____ **Date Signed:** _____

HAVE YOU CHECKED THROUGH THIS PROPOSAL TO ENSURE ALL QUESTIONS HAVE BEEN FULLY ANSWERED ? (Please circle)

Yes No

Note: Please DO NOT SEND ANY MONEY until you have received written confirmation of cover in the form of a Tax Invoice

Frequently Asked Questions

About the Alternative/Complementary Medicine, Natural Therapies and Massage **Combined Liability Insurance Scheme**

What is “combined liability”?

In the insurance world there are several common kinds of “liability” insurance – meaning insurance that covers the costs involved where a person or business is found by law not to have met their legal responsibilities. This policy combines three types of liability insurance – **professional risks (also known as malpractice), products liability and general public liability** - and tailors them to meet the needs of practitioners involved in alternative/complementary medicine, natural therapies and massage. OAMPS extensive experience in this field has lead us to develop this specialised combined policy.

What does the policy cover?

The policy covers your legal responsibility to pay damages and legal expenses arising from personal injury to a third party, or damage to their property, arising from your business or occupation as listed on your policy. This includes:

- liability arising from breaches of your professional duties including advice, treatment, diagnosis, prescribing and dispensing;
- liabilities arising from goods manufactured, sold or supplied;
- liabilities arising from actions of your employees whilst carrying out their duties;
- unintentional libel or slander being a breach of professional duties; and
- your liabilities as a tenant of rented premises.

There are three distinct sections of the combined policy that cover different ‘risks’ associated with your practice:

1. **Professional Risks** covers your legal liability to pay compensation for personal injury to third parties or damage to their property, and financial loss arising out of any act, error or omission:

- in the provision of professional advice;
- in the provision of professional treatment; and
- in the provision of any other professional service which may be rendered in the course of the business and for which you are properly qualified.

This type of cover may also be known as Professional Indemnity, Errors and Omissions, or Malpractice.

2. **Products Liability** covers your legal liability to pay compensation for personal injury to third parties or damage to their property, and financial loss arising out of any “product” once they have passed out of the control of the practitioner. A very important aspect of this section for practitioners is that it is not restricted to simply covering goods sold or supplied. It also provides coverage for liability arising out of products manufactured, grown, extracted, produced, processed, assembled, constructed, erected, installed, repaired, serviced, treated, sold, supplied, resupplied or distributed.

3. **General Public Liability** covers your general legal liability attaching as a result of carrying on the business. Examples of the type of liability include matters such as:

- defective furniture, such as a table or chair collapsing and causing injury;
- a threadbare carpet causing someone to slip on the stairs; or
- fire damage to leased premises for which the Practitioner may be responsible under the Lease or at Common Law.

Who is covered under the policy?

In the policy wording you will see many references to “The Insured”. The definition of “The Insured” includes:

- you;
- your employees including administrative staff, practitioners practicing modalities approved under the scheme, students and apprentices;
- students whilst undertaking practical work as part of their course studies; and
- up to four business partners, who can be included on your policy for an additional cost.

Contractors (as distinct from employees) are **not** eligible and need to make their own insurance arrangements.

Are all the legal costs covered?

The combined policy covers additional payments necessary in respect to legal expenses approved by the Insurer and incurred in connection with a claim made. The insurer will also pay legal costs associated with representing the Insured Person(s) at a Coroner’s Inquest or in any court of summary jurisdiction. Further, the Insurer will pay for all charges, expenses and law costs recoverable from the Person Insured by the Claimant. In plain terms, this means all the court costs, lawyers fees and pay-outs (up to the specified limit) are covered by this policy.

What are the “Limits of Liability”?

There are several optional Limits of Liability (i.e. the amount up to which the Insurer will cover the costs) available for you to choose from as detailed in the following table. “Modalities” refers to the different types of alternative medicine employed by the practitioner/s or business. Some carry greater risks and therefore have higher premium costs.

Different Limits apply to the different sections of the policy:

- The Limit applicable to **Public Liability** applies in full to each and every claim you may have during the year, irrespective of the number of claims.
- The Limit applicable to **Products Liability including Professional Risks** also applies to each claim, but is restricted to the Limit of Liability in total for all claims

- during any one policy year. However, Insurers have agreed to provide one Automatic Reinstatement of the Policy Limit during any one year at no additional cost.

Legal expenses, subject to the Insurers approval, incurred in defence of a claim against you are paid **in addition** to the Limit of Liability.

What alternative medicine methods are covered?

The combined policy caters for over 200 different modalities, for example:

Massage, Yoga, Reiki, Shiatsu, Kinesiology, Homeopathy, Acupuncture, Naturopathy, Chinese Herbal Medicine

OPTIONAL LIMITS OF LIABILITY		PREMIUMS INCLUDING ALL CHARGES
Public Liability	Products Liability	\$
\$10,000,000	\$1,000,000	\$198.00
\$10,000,000	\$2,000,000	\$225.00
\$10,000,000	\$5,000,000	\$264.00
\$10,000,000	\$10,000,000	\$313.00
\$20,000,000	\$1,000,000	\$237.00
\$20,000,000	\$2,000,000	\$264.00
\$20,000,000	\$5,000,000	\$303.00
\$20,000,000	\$10,000,000	\$352.00

NOTE: Please do not send any money as these are Indicative Premiums only.

All the modalities you practice which are accredited by your Association, other than Spinal Manipulation, will be covered under your policy and itemised on your Policy Schedule. Additional modalities can be included on verification of qualifications and their acceptance by the Insurer.

What's the difference between "Occurrence-based" cover and "Claims Made" cover?

The combined policy is the "occurrence" based type. This means that you are covered for any incidents that occurred while the policy was in force, even if the claim is not made until some years after the event.

Most of the alternative policies available are written on a "Claims Made" basis. This means they will only cover you for claims actually made during the currency of the policy. Therefore if you cease practicing you still need cover to allow for claims which might not be lodged until some years later. "Run Off" cover is available under some of the alternative policies, however, it is not automatic in many cases, and sometimes additional premiums are charged. Because the combined policy is "Occurrence" based you don't need to worry about your policy coverage if you leave the business.

I want to be covered for the time before I had this policy. Is this possible?

You have the option of extending your policy to include Retrospective Cover. A Retrospective Extension is available to provide cover for liabilities arising from events that occurred prior to the commencement of this policy, and during the term you were previously insured. This is subject to you not being aware of any circumstances which may give rise to a claim when you take out this policy.

I know I am covered to defend legal cases, but am I covered to prosecute one? (Legal Power)

Under the main Sections of the Policy, you are covered for legal costs in defence of a claim against you. However, if you need legal assistance to defend or prosecute an action necessary to maintain your Right to Practice, Trade Practices Act dispute, Employment Contract disputes, **you have the option of extending your policy to include additional legal expenses.** If you take this option the Insurer will pay up to \$25,000 for legal expenses payable by you. The Insurer maintains the right to approve and direct the case. The Excess applicable to this Extension is \$500.

My practice turns over more than \$250,000 a year – do the same premiums apply to me?

If your turnover exceeds \$250,000, your application will need to be referred to the Insurer and an additional charge may be applied, depending on the nature and activities of your business.

We don't just practice, we also teach. Are we covered for teaching?

This policy has been primarily developed to cover individual qualified practitioners. If teaching is a greater part of your business, and you are teaching students to become qualified practitioners, then an assessment may be required to evaluate your qualifications, course accreditation with Associations, etc. You may need to pay an additional premium to be covered for teaching. The additional premiums for teaching are:

- Less than 10% of your normal working hours:
No charge
- 11% to 30% of your normal working hours:
Plus 15% of Premium
- 31% to 50% of your normal working hours:
Plus 25% of Premium
- Over 50% of your normal working hours:
Referral required

My business is a school or college teaching alternative therapies. Is this the right policy for me?

If you have a college or school, (teaching students to become qualified practitioners), a separate policy is available that covers the college, staff and students of the college, on and off campus for practical work authorised by the college. A special "Student Policy" is then available to your students if they want to do additional practical work, providing they are suitably qualified.

We create our own products for our clients. Are these covered?

Cover is automatically included for products manufactured, supplied or sold by you, in the course of your business.

Will this policy cover me if I practice while I am travelling?

The cover is Australia wide with provision for worldwide cover in certain circumstances (eg. overseas conferences, seminars and workshops). Requests for worldwide cover should be referred to us, in order to obtain the Insurer's agreement.

I have decided to leave the profession. Do I still need insurance when I cease to practice?

The policy is "Occurrence Based" and generally speaking, no run-off cover is required. The policy covers claims made after the expiration of the policy, providing the event which gave rise to the claim, occurred during the period the policy was in force.

It is important to note however, that if you are providing Products to your clients it is possible that an incident involving those Products may occur AFTER you cease buying insurance. In these circumstances the Policy will not respond, as it will only apply to events which occurred during the currency of the Policy.

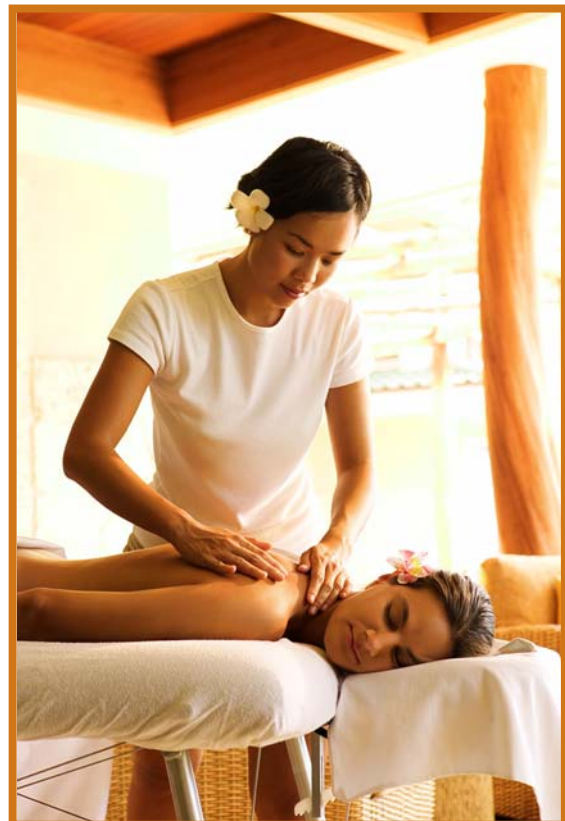
How much do I have to pay when I make a claim?

There will be NO EXCESS, other than for claims in respect of Property in the Care, Custody or Control of the member (eg. Damage to lease premises)

I have more questions. Who can I ask?

OAMPS Insurance Brokers Ltd
Tel: 1800 222 012
Fax: 1800 000 472
Email: naturaltherapists@oamps.com.au

This information is provided as a Summary only of the Policy coverage. In the event of a dispute, the terms, conditions and exclusions of the Policy Document itself will prevail.



Financial Services Guide

This **Financial Services Guide** contains information about our services and charges, your rights as a client and other things you need to know in relation to insurance matters including how any complaints you may have will be dealt with. We trust it will assist you in deciding whether to use our services.

Your Adviser is an employee or Authorised Representative of one of the licensed entities within the OAMPS Insurance Brokers Group. (see below). This allows them to provide financial product advice and deal in general insurance products. Your Adviser is your first point of contact for any insurance needs you have.

You may also receive some other documentation, in addition to this Financial Services Guide, depending on the services that we provide to you.

Throughout this document, the term “retail client” is used to specify various conditions, rights and obligations that may apply to you or us. Individuals and small businesses are defined as a “retail client” when purchasing a general insurance product (as defined in the *Corporations Act 2001*.)

If you are a retail client and we give you personal advice, we will provide you with a Statement of Advice or other information we are required to give you by law. Any Statement of Advice we provide will set out our advice, the basis of our advice and information on any remuneration, associations or other interests, which might reasonably have influenced us in giving our advice.

In cases where we don't give you a record of any personal advice you can ask for a record for up to 7 years after the advice is provided by contacting your Adviser.

When we arrange an insurance policy or provide personal advice recommending a particular insurance policy, we will give you a Product Disclosure Statement (PDS) where required by law. It is prepared by the insurer and is designed to give you important information on the features of the policy to assist you in making an informed decision about whether to buy the product or not. It may be more than one document.

You may also receive confirmation notices from us. These will be in the form of invoices and will provide details of transactions we have arranged on your behalf.

About Us

This Financial Services Guide covers the following licensed entities:

OAMPS Insurance Brokers Ltd holds Australian Financial Services Licence No. 238312

Gault Armstrong Pty Ltd holds Australian Financial Services Licence No 22246249

Gault Armstrong Kemble Pty Ltd holds Australian Financial Service Licence No 238024

Chambers Gallop McMahon Pty Ltd holds Australian Financial Service Licence No 234690

The licences authorise these companies to provide advice and dealing services in relation to general insurance products to retail and wholesale clients. This includes general insurance broking services.

Each of the entities are members of the National Insurance Brokers Association and subscribe to the General Insurance Brokers' Code of Practice.

If you ask your Adviser to act as your general insurance broker, the terms set out in this Guide will apply. Unless you tell us in writing, we assume that you agree with these terms.

If you need more information or have any questions, please telephone your Adviser or the OAMPS Insurance Brokers Ltd Toll Free Client Enquiry Line, 1800 240 432.

Important Relationships

Chambers Gallop McMahon Pty Ltd, Gault Armstrong Pty Ltd and Gault Armstrong Kemble Pty Ltd are fully owned subsidiaries of OAMPS Insurance Brokers Ltd. OAMPS Insurance Brokers Ltd is part of a group of related companies owned by Wesfarmers Limited. The Insurance Division of the Wesfarmers Group is an innovative provider of insurance and financial services to corporations, associations and individuals throughout Australia.

In some cases we may refer you to or advise you to use the services of other companies within the Wesfarmers Group, including:

- OAMPS Financial Management Ltd who provide financial planning services
- the insurers Australian International Insurance Ltd, Lumley General Insurance Ltd and Wesfarmers Federation Insurance Limited
- the underwriting agencies of Australian Underwriting Services Pty Ltd and Universal Underwriting Agencies Pty Ltd

Each of the licensed entities of OAMPS Insurance Brokers Ltd maintain their independence in the market place by ensuring all negotiations with other Wesfarmers companies are carried out as if with an unrelated third party. No special or extraordinary benefits are received for referring business to other Wesfarmers companies.

The Wesfarmers Group also holds a 25% shareholding in Centrepoint Alliance Limited, which is the Group's recommended premium funding supplier.

Although we usually act on your behalf, in some cases, we may act on behalf of an insurer or their representative with respect to certain insurance products. We will tell you when this is the case.

Should you require further information regarding our Important Relationships, Privacy or how we earn our Remuneration, please visit the OAMPS website www.oamps.com.au or contact your Adviser.

Our Services

Each of the licensed entities and your Adviser are committed to providing sound advice based upon your needs and our comprehensive market knowledge. He or she can offer you a range of services to assist you to protect your assets. These include:

- reviewing and advising on your insurance needs
- arranging, varying and renewing insurance contracts
- arranging installment billing, if required
- assisting with insurance claims

Your Adviser can advise you on and arrange all types of general retail insurance cover including for:

- residential home buildings
- residential home contents
- motor vehicles
- pleasure craft
- personal accident and sickness
- travel
- consumer credit

Providing you with personal advice

This is advice provided by your Adviser to you on the suitability of general insurance policies to meet your particular needs. The Adviser will agree with you when this service is to be provided and what the scope of our personal advice will be. For example, in some cases the Adviser may only provide personal advice on which of a selected list of products is appropriate for you.

To enable your Adviser to provide any personal advice you will need to supply accurate and complete information about the risk(s) to be insured, your personal objectives, financial situation and your needs, so that your Adviser can undertake a needs analysis and provide you with appropriate advice.

If you are unable, or choose not to provide some information, your Advisor will be unable to comprehensively review your circumstances. As this may limit their ability to make appropriate recommendations, you will need to assess the

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appropriateness of the advice before acting on it. During the currency of any policy arranged, you should tell your Adviser about any relevant changes as they occur so your Adviser can ascertain whether your insurance remains appropriate to your needs.

Providing you with general advice

Where your Adviser provides a “general advice” service, a general recommendation or opinion is provided to you on the relevant product which is not based on a consideration of your personal objectives, financial situation or needs. You should consider whether the general advice is appropriate having regard to those matters and obtain a Product Disclosure Statement for the recommended product before making a decision whether to acquire it.

How you can instruct your Adviser

You can provide your Adviser with instructions in person, by telephone, email or in writing.

The following sets out what services we provide when acting on your behalf (unless agreed otherwise):

New Business

Contact your Adviser as soon as possible if you need cover for a risk or property that is not insured. If you need immediate cover, he or she can usually obtain an interim contract of insurance. To arrange this, you will need to supply details of the property or risk and all other relevant information you are required to disclose to an insurer.

Your Adviser may send you a proposal form for completion if applicable. You will need to complete and sign this proposal form and return it at the earliest possible time to ensure it is received prior to the expiry of the interim cover.

The original insurance contract documents will be sent to you as soon as practicable after issue by the insurer. As these are legal documents, you should keep them in a safe place.

Renewals

In most cases, your Adviser will give you at least 14 days notice of expiry of any insurance contract your Adviser has arranged for you.

In some circumstances, unless you tell your Adviser otherwise, he or she will automatically renew your insurance to ensure you continue to be covered. At that time your Adviser will send you a renewal invoice. If you wish to change the details of the cover or there is a change to your circumstances, contact your Adviser as soon as you receive the renewal invoice. He or she can then assess the appropriateness of your insurance and whether you require further advice.

Other types of insurance policies are not renewed automatically and you will need to discuss this with your Adviser.

In some circumstances your Adviser can arrange for the insurer to cover you temporarily before payment is received, but this cannot be guaranteed.

Your Adviser will also advise you at least 14 days in advance of expiry of any insurance contract should an insurer not wish to offer renewal. If you arranged or renewed insurance directly with an insurer or through another broker, your Adviser is not responsible for notifying you of expiry or arranging renewal.

Variations

You should carefully monitor and review your insurance contract to ensure that it adequately meets your requirements.

If you wish to vary any cover please provide your Adviser with details of the changes you require and any other information you need to disclose to the insurer.

Your Adviser will provide written confirmation when the insurer has accepted the variation to cover. Any adjustment to premium will be advised to you in the form of an invoice.

Claims

Your Adviser can accept claims notifications, assist and advise you regarding the scope of cover and pass the information to the insurer.

If a loss adjuster is appointed your Adviser shall, with your permission, pass on your contact details.

Your Adviser will promptly forward all claims documentation, insurer settlement cheques and other information to the appropriate persons.

Cancellation

Your Adviser cannot request your insurer to cancel a contract of insurance without written instructions from a person(s) who is authorised to represent each of the parties who are named as insured's in the contract of insurance.

If a contract of insurance is cancelled before expiry of the period of insurance, you will be paid the gross return premium received from the insurer (this refund is subject to any cancellation or administrative fee imposed by the insurer), but we do not refund fees we have received. A fee may also be retained for processing your cancellation request.

Fees for our services

You are entitled to know how and what your Adviser will charge for their services and what other benefits they receive.

Our Remuneration

If your Adviser is an Authorised Representative, he or she is paid a retainer fee that may also be supplemented by an additional payment based

on performance. The additional payment will be between 5% and 50% of the commission earned by the licensed entity (see below) on each transaction. The level of additional payment is dependent upon the level of retainer earned by your Adviser.

The licensed entities earn commission from the insurers we do business with when your Adviser arranges your insurance. As a general rule, the commission received is a percentage of the insurer's base premium (i.e. premium excluding stamp duty, fire services levy if applicable, GST or any other Government charges, taxes, fees or levies).

Your Adviser may also charge a fee to cover the administration and processing costs related to arranging your insurance cover. Fees and commission are our main source of income and cover the cost of providing services to you, including any distribution functions the licensed entities or your Adviser perform for the insurer such as marketing, annual renewal marketing and underwriting.

If your Adviser refers you to OAMPS Financial Management Ltd for Financial Planning, Superannuation, Life, Disability or Trauma insurance or other financial services that we are not authorized to provide under our Australian Financial Services Licence, we may receive some remuneration for this referral. As a member of the same group, some benefit may be gained from this referral if it improves the group's performance.

If your Adviser refers you to Centrepoint Alliance Ltd for premium financing, the licensed entity is paid to a maximum of 3% of the premium funded for providing this referral. This will not result in any additional cost to you for the services provided.

Some of the insurers that the licensed entity and your Adviser do business with give other benefits such as sponsorship of annual conferences, training and invitations to social business functions. These benefits may change from year to year. In the past, individual insurers have sponsored conferences by contributing up to \$50,000 toward the cost of holding the conference. This represents less than \$1 per \$200 (<0.5%) of the income received from these insurers. Your Adviser may from time to time also receive small gifts and gratuities. It is Company Policy that advisers may not accept any gifts or gratuities where the value is greater than \$100 over a six month period from any single supplier. These payments do not increase the amount you are required to pay for your insurance.

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Referrals

If a person has referred you to us, the licensed entity or your Adviser may pay them a commission of up to 50% of the commissions earned for the first referral they make. This will not increase the amount you are required to pay for your insurance.

Terms Of Payment

Invoices

We will invoice you for the premium, statutory charges (stamp duty, fire services levy, GST) and any fee we charge for arranging your insurance. You must pay us by the Due Date shown on the invoice or as requested by your Adviser. If we hold your premium payment in trust pending payment to the insurer, the licensed entity will receive any interest earned.

If you do not pay the premium on time the licensed entity is required to notify the insurer. The insurer has the right to cancel the contract of insurance and you will not be insured. The insurer may also charge a short-term penalty premium for the time on risk.

Installment Billing

Installment billing enables you to pay your premiums by installments.

Your Adviser may be able to arrange installment billing on your behalf if you require it. There is a charge for this service. Ask your Adviser for details.

Complaints and Disputes

If you are dissatisfied with a product or service provided by your Adviser, please contact the manager of the branch in your State. Contact information for all branches can be found on page 4 of this Financial Services Guide.

If the branch manager is unable to resolve the complaint to your satisfaction, you may ask that the matter be referred to the National Complaints Manager for OAMPS Insurance Brokers Ltd. The National Complaints Manager will acknowledge your complaint in writing and endeavour to resolve your problem within 20 working days.

If you remain dissatisfied, you have the right to refer your complaint to the Insurance Brokers Disputes Ltd (IBD). Each of the licensed entities subscribes to this external facility for the handling of complaints. You can refer your complaint to the IBD's general manager who will conciliate with a view to seeking a solution that is acceptable to both parties.

If the dispute remains unresolved after a further 20 working days, it will be referred to the IBD's Referee whose decision is binding on us (but not on you).

Further information about the IBD is available from all OAMPS Insurance Brokers Ltd offices.

Important Information

Duty of Disclosure

You and everyone who is an insured under your policy must comply with the duty of disclosure. Make sure you explain the duty to any other insureds you may apply on behalf of.

You are required to tell the insurer certain matters which will help it decide whether to insure you and, if so, on what terms.

This requirement is applicable when you first apply for your policy and on any renewal, variation, extension or replacement of the policy.

The extent and details of your obligations under the Duty of Disclosure can vary according to the type of policy.

If we act on behalf of the insurer, you need to refer to the policy or proposal which will set out your obligations to disclose the information.

If we act on your behalf, to assist us in protecting your interests, it is important that you tell us every matter:

- you know; or
- a reasonable person in the circumstances could be expected to know,

that is relevant to the insurer's decision whether to insure you and, if so, on what terms.

Your Adviser will then assist you in determining what needs to be disclosed to the insurer in order to meet your duty.

When you answer any questions asked by the insurer, you must give honest and complete answers and tell the insurer, in answer to each question, about every matter that is known to you and which a reasonable person in the circumstances could be expected to have told the insurer in answer to the question.

Examples of matters that should be disclosed are:

- any claims you have made in recent years for the particular type of insurance;
- cancellation, avoidance of, or a refusal to renew your insurance by an insurer;
- any unusual feature of the insured risk that may increase the likelihood of a claim.

If you (or anyone who is an insured under the policy) do not comply with the duty, the insurer may cancel the policy and/or reduce the amount it pays in the event of a claim. If the failure to comply with the duty is fraudulent, the insurer may treat the policy as if it never existed and pay nothing.

If you have any questions about whether information needs to be disclosed, please contact your Adviser.

Cooling Off Period

Where you purchase certain domestic and personal insurance policies (motor, home buildings and contents, travel, sickness and accident, consumer credit and personal domestic property type insurance) as a retail client and if you decide that you do not need this insurance, you will usually have a 14 day cooling off period in which time you can change your mind. You must tell your Adviser that you want to return the insurance so we can advise the insurer, in writing and unless you have made or are entitled to make a claim, (or if your insurance policy is a travel insurance policy, you have started your journey) the insurer will refund the premium you have paid. The insurer may retain its reasonable administration and transaction costs.

Full details of the cooling off period and the refund policy of the insurer will be explained in the insurer's Product Disclosure Statement.

Privacy

We are committed to protecting your privacy. We use the information you provide to formulate advice and assist with your insurance requirements. We do not trade, rent or sell your information.

You may visit your Adviser's office by appointment to view your file. This will enable you to check the information we hold. For more information about our Privacy Policy please visit the OAMPS web site at www.oamps.com.au or telephone 1800 240 432.

Standard Covers

The Regulations to the *Insurance Contracts Act 2001* set out standard terms for the cover which is provided by motor vehicle, home buildings, home contents, sickness and accident, consumer credit and travel insurance.

If an insurer wants to alter these terms or offer less than the minimum amount of insurance, they must clearly inform you in writing. They will do this by asking your Adviser to supply you with a copy of the insurer's Product Disclosure Statement and/or the policy wording.

Unusual Terms

If an insurer intends to rely on a term in a contract of insurance which is not usually included in contracts that provide similar cover, your Adviser will clearly inform you in writing of that term. Your Adviser will do so by providing you with a copy of the insurance contract.

Important Note

Please retain this document for your reference. It will apply to other retail products you may elect to purchase in the future. If this document is at any time superseded, your Adviser or the licensed entity will supply you with a replacement document.