

Important Notices and Information

We have prepared this document to assist you to understand important issues relating to your insurances. Please contact your Account Manager if you have any questions or require further advice/assistance.

Financial Services Guide

Our Financial Services Guide (FSG) contains important information about the services we offer you, how we and our associates are paid, any potential conflict of interest we may have and our internal and external dispute resolution procedures and how you can access them. Access our financial services guide [here](#) or via the Mooneys website www.mooneys.com.au

Essential Reading of Policy Wording

The policy wordings for your insurances are essential reading to understand what is protected by each policy. Read them carefully as soon as possible and contact us if you wish to discuss or amend your cover.

Your Duty of Disclosure

Before you enter into an insurance contract, you have a duty to tell the insurer anything that you know, or could reasonably be expected to know, which may affect their decision to insure you and on what terms. This applies to all persons to be covered under this contract of insurance.

You have this duty until they agree to insure you. You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell the insurer anything that:

- reduces the risk they insure you for; or
- is common knowledge; or
- they know or should know as an insurer; or
- they waive your duty to tell them about.

If you do not tell the insurer something you are required to, they may cancel your contract or reduce the amount they will pay you if you make a claim, or both. If your failure to tell them is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed.

NB: The disclosure required is especially important in matters relating to the physical risk, past claims, cancellations of insurance covers, the imposition of increased premiums etc. and any matters that might affect the acceptance of the risk such as insolvency or criminal convictions. Disclosure is not limited to matters applying to the insured named in the policy but includes other past businesses or private insurances.

Average or Co-Insurance

Some policies contain an Average or Co-insurance clause. Policies include fire, business interruption, industrial special risks, commercial pack policies, contractor's all risk, engineering, machinery breakdown and other policies. 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.

Subrogation / Hold Harmless Agreements

Most property and liability policies contain a provision that has the effect of limiting or excluding the Insurer's liability in respect of a loss, if you have entered into an agreement that limits or excludes your right to recover damages from a third party. You should not sign any agreement which contains a hold harmless or waiver clause without referral to your insurer.

Other Interested Parties

The Contract only covers the interest of the named insured and does not extend to cover the interests of any third parties unless specified in the policy.

Claims Made Policies

Some policies (e.g. professional indemnity insurance) provide cover on a "claims made" basis. This means that claims first advised to you (or made against you) and reported to your insurer during the policy period are insured under that policy, irrespective of when the incident causing the claim occurred. If you become aware of circumstances which could give rise to a claim, notify the insurer during the policy period.

Report all incidents that may give rise to a claim against you to the insurers immediately after they come to your attention and before the policy expires.

Insurer Solvency

We do not warrant or guarantee the current or ongoing solvency or financial viability of the insurer because we have no control over the insurer's performance and this can be affected by many complex commercial and economic factors.

Mooneys Insurance Brokers Pty Ltd

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Privacy

We are committed to protecting your privacy. We use the information you provide to advise about and assist with your Insurance needs. We only provide your information to the companies with whom you choose to deal (and their representatives). We do not trade, rent or sell your information. If you do not provide us with full information, we cannot properly advise you and you could breach your duty of disclosure. You can check the information we hold about you at any time by contacting our Privacy officer on (02) 9955 3999

Our Privacy Policy explains how we collect, use, hold, disclose and handle your personal information including transfer provision to necessary third parties as well as your rights to access and correct your personal information and how to make a complaint for a breach of the Australian Privacy Principles.

Access our Privacy Policy [here](#) or refer to our website at www.mooneys.com.au

Australian Financial Complaints Authority

If you are not fully satisfied with our service, please contact our customer relations officer on (02) 9955 3999. Mooneys Insurance Brokers currently subscribes to the Australian Financial Complaints Authority (AFCA), a free customer service, phone (AFCA) 1800 931 678.

Cancellation of Policies

Please note that in the event of cancellation of a policy before the expiry date some insurers make refunds of premiums based on monthly or quarterly apportionments and therefore your policy may be subject to a minimum charge. If premium funding has been arranged you may be obliged to pay the interest component for the full year and other charges to the premium funder. Before making any decision to cancel this policy you should consult us concerning the charges involved and brokerage and fees which may be retained by us.

If a policy is cancelled before the expiry of the period of insurance, we will refund you only the net premium which we receive from your insurer. We will not refund any part of the brokerage we receive for arranging the cover.

Insurance Brokers Code of Practice

Mooneys subscribes to the Insurance Brokers Code of Practice. Access the code [here](#), or refer to the Mooneys website at www.mooneys.com.au

Property Sums Insured and Limits of Liability

When establishing your property sum insured it is important that the values you decide align to the covers and conditions provided by the policy. In respect of Limits of Liability, it is always wise to purchase the highest limit you can afford to safeguard against major liability events that could be decided now and in future years.