

Elliott Australia Group Pty Ltd

Terms & Conditions and Privacy Statement

PRIVACY POLICY

We are committed to protecting your privacy and confidentiality in accordance with the *Privacy Act 1988 (Cth) including the Privacy Amendment (Enhancing privacy Protection) Act 2012* and it is one of our prime concerns that any personal or sensitive information you provide to us is not used for any other purpose than that intended and expected by you. This Privacy Policy describes our current policies and practices in relation to the handling and use of personal information.

WHAT INFORMATION DO WE COLLECT, HOLD AND HOW DO WE USE IT?

We will collect personal information for primary purposes, which are relevant to providing and administering our financial products and services.

To enable us to provide advice on and arrange financial services, we collect the information needed by ourselves to ensure appropriate advice to you and information required by product suppliers. We will usually provide some or all of this information to our product suppliers. Some of these companies may be located outside Australia.

When a claim is made under an insurance policy, to enable us to assist in the claim process, we and our representatives and those of the insurer (including loss adjusters, investigators, medical advisers and lawyers) collect information about the claim, some of which may be personal information. We may collect the information from you or from third parties.

We provide this information to the insurer and or their agents and those appointed to assist you in making a claim. Again this information may be passed on to your underwriters and reinsurers. We may use your personal information internally to help us improve our services and help resolve any problems.

WHAT IF YOU DON'T PROVIDE SOME INFORMATION TO US?

We can only apply for and arrange financial service products if we have all relevant information. The insurance laws also require insured's to provide all the information required by the end insurer to help them decide whether to insure you and on what terms. Credit Providers also require specific information to help them assess any credit applications that we may facilitate on your behalf.

HOW DO WE HOLD AND PROTECT YOUR INFORMATION?

We hold the information we collect from you in our computer system and in our hard copy files. We ensure that your information is safe by following the usual security procedures expected by our clients.

WILL WE DISCLOSE THE INFORMATION WE COLLECT TO ANYONE?

We may disclose information to:

- Financial institutions, other Australian Financial Service Licensees, Insurers, underwriters, underwriting agencies, wholesale brokers and reinsurers (for the purpose of seeking recovery from them or to assist them to assess insurance risks);
- Premium funders / Credit providers for the purposes of gaining quotations on and arranging funding of your insurance premiums / financial investments.
- An investigator, assessor, State or Federal Health Authorities, lawyers, accountants, medical practitioners, hospitals or other professional advisors (for the purposes of investigating or assessing your claim);

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- A lawyer or recovery agent (for the purpose of defending an action by a third party against you or for the purpose of recovery costs including your excess);
- Contractors who supply services to us, e.g. to handle mailings on our behalf.
- An immediate family member;
- Other companies in the event of a corporate sale, merger, reorganisation, dissolution or similar event

However, we will do our best to ensure that they protect the information in the same way that we do. We may provide this information to others if we are required to do so by law or under some unusual other circumstances which the Privacy Act permits. We do not sell, trade, or rent personal information to others.

HOW CAN YOU ACCESS, CHECK, UPDATE OR CHANGE YOUR INFORMATION

Upon receipt of your written request from you and enough information to allow us to identify the information, we will disclose to you the personal information we hold about you. We will also correct, amend or delete any personal information that we agree is inaccurate. If you wish to access or correct your personal information please write to the Privacy Officer, C/- our office.

We do not charge for receiving a request for access to personal information or for complying with a correction request. We do however reserve the right to charge you for all reasonable costs and outgoings specifically incurred in meeting your request for information.

YOUR CONSENT

By asking us to provide you with our financial services, you consent to the collection and use of the information you have provided to us for the purposes described above.

COMPLAINTS ABOUT PRIVACY

Should you have a complaint regarding a breach of privacy please contact our Complaints Officer who will handle the matter in accordance with our formal complaints handling procedures.

Your complaint can be lodged over the phone, via mail or email or you may wish to make an appointment with our Complaints Officer at a convenient time and location. We will do all that is reasonable in the circumstances to address your complaint.

INFORMATION SENT OVERSEAS

In certain situations it is likely that some or all of the Personal Information that you provide to us may be disclosed to businesses that operate overseas. This would only occur where the product provider / intermediary is based overseas – e.g. Lloyds of London syndicates or brokers and other overseas based insurers and intermediaries or in situations where we utilise “Cloud Computing” services that are situated outside Australia.

In all such cases unless we expressly inform the client and obtain their consent in accordance with Privacy Principle 8.2 (b) we commit to making reasonable enquiries to ensure that these organisations comply with their local privacy legislation where such legislation is comparable to the Australian legislation and to comply with the key components of Australian Privacy legislation in cases where their local legislation is considered inadequate or non-existent.

TERMS OF USE

This notice refers to a contract of insurance that you have entered into via our company. You should refer to your policy document for the full terms and conditions applicable and you should read them carefully. Should any doubts arise as to the scope of cover provided, please contact us for an explanation.

YOUR DUTY OF DISCLOSURE

Before you enter into a Contract of general insurance with an Insurer, you have a duty under the Insurance Contracts Act 1984 to disclose to the Insurer every matter that you know, or could reasonably expect to know, is relevant to the Insurer's decision whether to accept the risk of Insurance and if so, on what terms. You have the same duty to disclose those matters to the Insurer before you renew, extend, vary or reinstate a Contract of general insurance. Your duty however does not require disclosure of matter:

- that diminishes the risk to be undertaken by the Insurer
- that is common knowledge
- that your Insurer knows or, in the ordinary course of business, ought to know
- as to which the compliance with your duty is waved by the Insurer.

NON - DISCLOSURE

If you fail to comply with your duty of disclosure, the Insurer may be entitled to reduce the liability under the Contract in respect of a claim or may cancel the Contract. If your non-disclosure is fraudulent, the Insurer may also have the option of avoiding the Contract from its beginning.

One important issue to be disclosed is the history of losses suffered by the person seeking insurance or any closely associated person or entity. As you are responsible for checking that you have made complete disclosure, we suggest that you keep an up to date record of all such losses and claims.

If you have any questions about whether information needs to be disclosed to your insurer, do contact us.

RETAIL CLIENTS

Under the Corporations Act 2001 and associated Regulations Retail Clients are provided with additional levels of protection from other insurance purchases. The Act defines Retail Clients as:

- Individuals or a small manufacturing business employing less than 100 people or any other business employing less than 20 people
- And that are being provided a financial service or product that relates to the following insurance covers:

Motor Vehicle (under 2 tonne), Home building, contents, personal and domestic, Sickness and Accident or Travel, Consumer Credit and other classes as prescribed by regulations.

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WHAT ADVICE IS BEING PROVIDED (RETAIL CLIENTS ONLY)

If you are a retail client and a Statement of Advice or Further Information has not been provided with this invoice then the advice that we're giving you related to this transaction is general advice. General advice is advice that has been prepared without considering your current objectives, financial situation and needs. Therefore, before acting on this advice you should consider the appropriateness of the advice having regard to your current objectives, financial situation and needs. Please check the policy Schedule carefully to ensure that the sum insured is adequate and that the cover is appropriate. If the advice provided related to the acquisition or possible acquisition of a new insurance policy you should consider the enclosed PDS prior to making the decision to purchase the product. Information regarding the income we have been paid by the insurer for this transaction is available upon request.

CANCELLATION WARNING (RETENTION OF BROKERAGE AND FEES)

If a cover is cancelled before expiry of the period of insurance, we reserve the right to refund to you only the net return premium we received from the insurer, and not refund any part of the brokerage or fees we receive for arranging the cover. A broker service fee may be charged to process the cancellation.

ELECTRONIC DELIVERY OF DISCLOSURE NOTICES

Please note that where possible we prefer to provide all correspondence and disclosure notices (including Financial Services Guides and Product Disclosure Statements) to you electronically, via email or links to websites etc. If you have provided your email address to us we will typically use that email address for all correspondence and disclosure notices. Should you not wish to be sent disclosure documents electronically please advise us accordingly and we will update our records accordingly.

DISPUTES

Clients not satisfied with our services should contact our Complaints Officer. We are members of the Financial Ombudsman Service (FOS), a free consumer service. Further information is available from our office, or contact FOS directly on 1300 780 808 or visit www.fos.org.au. We also follow the Insurance Brokers Code of Practice.

PRIVACY

We are committed to protecting your privacy. We use the information you provide to us to arrange for and quote on the financial services we provide to you. We only provide personal information to the financial service providers (and their representatives) and those appointed to assist you with claims under policies of insurance. We will not trade, rent or sell the information. If you don't provide us with full information, we cannot properly quote / arrange your financial products and provide the service you expect. You can check the personal information we hold about you at any time. For more information about our Privacy Policy Statement, ask us for a copy.