NIKO
INSURANCE GROUP

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ABN: 57 258 593 779
Corporate Authorised Representative No: 1274293

As Authorised Representative of
Roderick Insurance Brokers Pty Ltd AFSL No: 246613

NIKO Insurance Group Service Agreement

The NIKO Service Agreement should be read in conjunction with our Financial Services Guide (FSG) & Letter/Terms of Engagement

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

NIKO Insurance Group Pty Ltd can arrange for the issue, variation and cancellation of general insurance products under RIB's Australian Financial Service Licence. We will do this on your behalf as your broker unless we tell you otherwise. Essentially, this means that you can contact us for advice on, or assistance with:

New Business
Contact us as soon as possible if you need cover for a risk or property that is not insured. If you need immediate cover, we can usually obtain an interim contract of insurance (which is generally valid for a month or less). To arrange this, we will need details of the property or risk and all other relevant information you are required to disclose to an insurer.
We may send you a proposal form for completion (we will advise you if this is required). You will need to complete and sign this proposal form and return it to us prior to expiry of the interim cover.

We will send the original contract documents to you as soon as your insurer issues them correctly. As these are legal documents, you should keep them in a safe place.

Renewals
We will give you at least 14 days' notice of expiry of any insurance contract we have arranged or last renewed for you.

Unless you tell us otherwise, we will automatically renew your insurance to ensure you continue to be covered. At that time, we will send you an offer to renew the insurance policy and invoice you for the cost of renewal. If there is a change to your circumstances or if you want to change the details of the cover, contact us as soon as you receive the renewal offer. This will allow us to assess whether your insurance is still appropriate for your circumstances.

In some circumstances we may be able to arrange for the insurer to cover you temporarily before payment is received, but we cannot guarantee this.

We will also advise you in advance of expiry of any insurance contract should an insurer not wish to offer renewal.

If you arranged or renewed directly with an insurer or through another broker, we will not be responsible for notifying you of expiry or arranging renewal.

Variations/Endorsements
You should carefully monitor and review that your insurance policy is adequate to cover your assets or business activities.

If you want to vary any cover eg: by increasing your sum insured or adding other property, please provide us with details of the changes you require and any other information you need to disclose to the insurer.

We will arrange the variation with the insurer and 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
When you need to make a claim, we can advise if it is covered under your policy and assist you to prepare and submit the claim to the insurer. If there is uncertainty about whether a claim is covered under your policy we will advise you.

If the insurer appoints a loss adjustor we will, with your permission, pass on your contact details and co-ordinate meetings. For major losses, we can attend the initial meeting with the loss adjustor if you wish us to.

We will promptly forward all claims documentation, insurer settlement cheques and other information to the relevant party.

If any claims are outstanding when you terminate our appointment as your insurance broker we will

- Assist you to negotiate settlement on your behalf but we will charge a claim service fee – fee to be negotiated.
OR
- Provide details of the claim(s) to your new insurance broker so that they may continue to negotiate settlement on your behalf.

Cancellation
We cannot cancel a contract of insurance without written instructions from a person authorised to represent each of the parties who are named as insureds.

If a contract of insurance is cancelled before expiry of the period of insurance we will refund the gross return premium we receive from the insurer. We will not refund any part of the brokerage we receive for arranging the cover and at our discretion we may charge a cancellation fee.

Please note that in the event of a cancellation of a policy before the expiry date some insurers make refunds of premiums based on monthly or quarterly apportionments and there may also be a minimum charge. You may be obliged to pay this firm's commission and other broker's fees.

If premium funding has been arranged, you may also be obliged to pay the interest component for the full year and other charges by the premium funder. Before making any decision to cancel this policy you should consult us concerning the charges involved and commission and fees which may be retained by us.

Our Services

We can provide you with the following services:

Pre-placement services
- Help you identify and assess your risks and develop a proposal to submit to potential insurers.
- Advise and make recommendations as to your insurance requirements.
- Contact you with our recommendations.
- Prepare underwriting submissions.
- Seek insurance quotes (we will seek quotes from the broader general insurance market before making a recommendation. We have arrangements with a large number of insurers & underwriting agencies, which enables us to find the right insurance product for you).
- Negotiate terms with any existing insurers and with alternative insurers.

Insurance placement, management and premium financing
- Place the insurances agreed upon.
- Review policy wordings and obtain signed policies from insurers.
- Confirm the placement and renewal of the insurances to you.
- Calculate, invoice and collect the premiums.
- Prepare policy wordings and obtain signed policies from insurers.
- Adjust premiums on prior year policies.

- Review your insurance arrangements:
  - when you inform us about material changes to your circumstances;
  - at the time of any scheduled Status Reviews as agreed with you;
  - upon renewal of your insurances.
- Facilitate policy changes and/or cancellations as per your instructions.
- If required, assist you with any Insurance Premium Funding needs.

Post-placement services

- If required, we will assist you to manage any claims you may need to make:
  - we will keep you informed in a timely manner regarding the progress of claims.
  - when we receive an insurer's response to a submitted claim, we will notify you of the outcome as soon as it is reasonably practical to do so.
  - if we believe a genuine claim is either unreasonably denied or reduced by the insurer, we will act as claims advocate on your behalf to try to have the claim paid.
  - we will advise you if the insurer seeks to negotiate a settlement of your claim.
  - we will seek your instructions before agreeing to any settlement, or compromise of a claim.
  - if the insurer declines to pay a 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.
  - in the event you terminate our appointment as your insurance broker we will provide details of any claim(s) to your new insurance broker, so that they may continue to negotiate settlement, on your behalf.
  - where we act under either an arranging or claims authority from an insurer, which is relevant to you, and exercising that authority is a conflict of interest, we will contact you in a timely manner and put in place adequate measures manage the conflict.

- we will take reasonable steps to contact you at least fourteen (14) days prior to your insurance cover expiry date to engage you on the next steps to be taken prior to the expiry of the policy. We will take appropriate, professional and timely steps to seek insurance cover terms and conditions and advise you of available options (if any) for your consideration.

Premium funding

Premium funding products enable you to pay your premiums by instalments. Premium funders do charge interest, and they take a power of attorney over your insurance policy as they have paid the premium it to the insurer in advance, in full, as required at the beginning of the policy period.

We can arrange premium funding on your behalf if you require it.

Our Payment Terms

You are required to pay the insurance premiums to NIKO Insurance Group Pty Ltd within the time set out on our invoice.

We can arrange Premium funding which enables you to pay your premiums by instalments. Premium funders do charge interest. We may also receive a commission based on a percentage of the premium from the premium funder.

Payment Options
How to Pay

We have a number of payment options for your convenience

1. Annual Lump Sum - Cash, Cheque, Credit Card or B-Pay
2. Monthly Direct Debit - Easy-Pay Instalment Premium Plan via monthly deduction from a bank account or credit card where available with the insurer.

Credit Card Processing Fee

A payment processing fee applies for credit card payments at a rate of 1% of the payment amount, plus the applicable GST.

NIKO Insurance Group Terms of Engagement for existing clients

Your Insurance Needs
You have asked us to manage insurances on your behalf. We are delighted to confirm our engagement as your insurance broker. We write to confirm how and on what terms we will manage your insurance needs.

Period of Engagement
Unless we agree in writing otherwise, our appointment as your broker is current and ongoing. You may cancel our appointment by giving one months' notice in writing. Our appointment is exclusive.
We encourage you to call our office at any time if you have any questions about our services or your insurances.

About Us
At Niko Insurance Group Pty Ltd we pride ourselves on providing our clients quality advice based on your needs and our comprehensive market knowledge.

We are authorised by the Licensee to advise on and arrange all types of general insurance products for you. We offer a range of services to assist you to protect your assets.

When we arrange, review, advise, vary, deal insurance or handle a claim for you we are acting on your behalf. In some cases, we may be acting on our own behalf (e.g. as a referrer to another service provider). We will tell you if this is the case.

We have a large range of insurance products available however, we do not deal with all insurers and products available on the market.

When you ask us to recommend an insurance policy for you, we will usually only consider the policies offered by the insurers or insurance providers that we deal with regularly. In giving you advice about the costs and terms of recommended policies we have not compared those policies to other policies available, other than from those insurers we deal with regularly.

Our Team
Adam Nikolovski **Telephone** 0438 151 206 **Email** adam@nikoinsurance.com.au
Louise McDonald **Email** louise@nikoinsurance.com.au

Our advice to you
When providing personal advice, we will take into consideration your personal objectives, financial situation or needs before making a recommendation. In order to provide this advice, we rely on you to provide accurate and complete information.

Your Disclosure Obligations
It is important that you provide us with complete and accurate information about the insured risk otherwise the advice we give you may not be appropriate for your needs.
Please see your disclosure obligations at the end of this document.

Our Financial Services Guide
You can view our Financial Services Guide that explains our business and how we operate on our website. Our FSG should be read in conjunction with our NIKO Insurance Group Service Agreement & NIKO Insurance Group Terms of Engagement.

Our Service Agreement
This agreement sets out the terms on which we provide our services to you. By appointing us, you agree to be bound by these terms. Our service agreement outlines the services that we can provide and is applicable to all of our clients.

Privacy Statement
We are committed to protecting the privacy and security of your personal information. Any information you provide to us is only used assist us to provide your insurance needs. Please visit our website to view our Privacy Statement this provides information on how we handle any personal information provided to us.

Important Relationships
NIKO Insurance Group is an Authorised Representative of:
Roderick Insurance Brokers Pty Ltd (the Licensee)
ABN 21 006 514 236 | ACN 006 514 236 | AFSL 246613
116 Yarra Street, Geelong VIC 3220 T: 03 5226 5999 E: queries@roderick.com.au W: www.roderick.com.au

Continuity of Cover
It is important that you maintain continuity of cover. Accordingly, if a contract of insurance falls due and we are unable to contact you, we will automatically arrange for the policy to be held covered (or renewed if necessary). If you do not require the cover, we ask that you tell us as soon as possible. A short-term premium may apply. Please tell us if you do not wish us to provide this service.

Cancellation
We can only cancel a contract of insurance on the written instructions of a person authorised to represent each of the parties who are named as insureds. We cannot cancel any contract of insurance which is subject to the Marine Insurance Act 1909.

Our Payment Terms

Invoices
We will invoice you for the premium, statutory charges (e.g. GST, stamp duty and fire services levy) and any fees we charge for arranging your insurances. You must pay us within:

- 14 days of the date of the invoice;
- or, in the case of a renewal, before the expiry date of the contract of insurance.

If you do not pay the premium on time, the insurer may 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.

You can choose to pay by any of the payment methods set out in the invoice. You are required to pay us within the time set out on the invoice.

Instalment Billing
Some insurers allow you to pay your premium by monthly instalments. We can arrange instalment billing on your behalf if you require it and your insurer offers the service. We may charge a broker fee on your policy which will be noted on your invoice.

Credit card processing fees
If you pay by credit card, a payment processing fee applies for credit card payments at a rate of 1% of the payment amount, plus applicable GST. This fee will be shown on your invoice and reimburses us for the bank interest, extra charges/costs and time incurred by us when providing credit card facilities.

Premium funding
Premium funding products enable you to pay your premiums by instalments.
When we arrange premium funding on your behalf. We may receive a commission based on a percentage of the premium from the premium funder for doing so. We will tell you the basis and amount of any such payment before or at the time the premium funding is arranged.

Premium funders do charge interest and they take a power of attorney over your insurance policy as they have paid it to the insurer in advance, in full, as required at the beginning of the policy period.

Remuneration and your consent – Retail Clients & Policies

IMPORTANT - If you are a retail client, it is a requirement of the law that we obtain your informed consent before we receive payment of any insurance commission for the policies that we arrange for you. Once you provide your consent it is irrevocable. By agreeing to our terms of engagement you will be providing your informed consent to us receiving insurance commission for the policies (including any renewals) that we arrange for you. It is important that you read and understand the information.
We will not proceed any further until you give your informed consent to us.

Before agreeing to these terms of engagement and providing your consent for us to receive commission, you should carefully read the information in these terms of engagement to understand:

- the rate of commission we may receive and the frequency of that commission;
- and the services that we provide

In return for the policy administration & services we provide to you, we are paid a commission from your insurer, the commission will be between 0 and 30% per cent of the base premium paid (excluding relevant taxes, charges and levies) which is paid to us by the insurer and a fee, payable by you. Commission payments are made when the policy is arranged, renewed or where there is a variation to the policy (if additional premium is payable). The amount of the commission will be specified on our invoice to you together with the details of the insurer, the sums insured, the policy period and other policy information.

If there are changes to your policies during the policy terms or at renewal of your policy, we will seek agreement from you to vary your consent where it is necessary to do so. By providing your informed consent you agree the parties can do this by agreement.

Remuneration and your consent – All Clients

You agree that we may retain all our commission, fees and other remuneration in full in the event of any policy being transferred to another insurance intermediary via letter of appointment. Please note that we treat our remuneration as fully earned when we issue you with a tax invoice, unless we have a written agreement with you that varies this statement.

You agree that we may retain all our commission, fees and other remuneration in full in the event of any mid-term cancellation of a policy or future downward adjustment of premium. However, where you cancel your insurance policy under a statutory cooling-off entitlement, we will refund to you any part of our remuneration already paid to us for that policy at the date of cancellation.

If there is a refund or reduction of your premium as a result of a cancellation or alteration to a policy or based on a term of your policy (such as a premium adjustment provision), we will retain any fee we have charged you. We will also retain commission depending on our arrangements with the insurer or may charge you a cancellation fee equal to the reduction in our commission.

Your Disclosure Obligations

- It is important that you provide us with complete and accurate information about the risks to be insured, otherwise the advice we give you may not be appropriate for your needs. We rely on you to provide complete and accurate
- information. Before you enter into an insurance contract with an insurer, you have a duty under the Insurance Contracts Act 1984 (Cth) to disclose information to the insurer. This Duty of Disclosure applies until the insurer either agrees to insure you or renew your insurance. The Duty of Disclosure also applies before you extend, vary, or reinstate your insurance.

If you are applying for or renewing insurance in relation to consumer insurance products such as, your motor vehicle, home building and/or contents, residential strata, travel, personal accident or sickness and/or consumer credit products, you must answer the specific questions asked by the insurer truthfully and accurately. In answering those questions, you must tell the insurer all information that's known to you and that a reasonable person would be expected to provide in answer to the questions. Not doing so may be considered by the insurer to be a breach of your ‘duty to take reasonable care not to make a misrepresentation’ and may cause issues in relation to the validity of your insurance contract and/or issues in the event of you lodging a claim.

At renewal, the insurer may either ask you to advise any changes to information you have previously disclosed; or may give you a copy of the information you previously disclosed and ask you to advise them if there have been any changes. If you do not tell the insurer about a change, you will be taken to have told the insurer there is no change.

If you are applying for, or renewing any other types of insurance, you must tell the insurer all information that is known to you that a reasonable person in the circumstances could be expected to know, or that is relevant to the insurer’s decision to insure you and on what terms. You do not need to tell the insurer anything:

- that reduces the risk it insures you for;
- is common knowledge;
- that the insurer knows or should know; or
- which the insurer waived you duty to tell it about.

Non-disclosure

If you fail to comply with your Duty of Disclosure, the insurer may cancel your insurance contract, or reduce the amount it will pay you if you make a claim, or both. If your failure to comply with the Duty of Disclosure is fraudulent, the insurer may refuse to pay a claim and treat the insurance contract as if it never existed.

If you are in doubt about whether or not a particular matter should be disclosed, please contact your Account Executive.

- Where you represent another insured party you must make sure you explain the Duty of Disclosure to them when we arrange any insurance cover. Alternatively, you may ask any person you represent to contact us and we will explain their Duty of Disclosure to them directly.