



# **Letter of Appointment**

# To Whom It May Concern:

We confirm that HHIA Pty Ltd T/as Hynes Honeychurch Insurance Advisors (HHIA) as Authorised Representatives for Westcourt General Insurance Brokers has been appointed to act on our behalf in relation to our following insurance policy(ies):

Type of Policy	Policy Number	
Please provide HHIA Pty Ltd with all the informatio	n they may require.	
All further correspondence and enquiries are to be	directed to them.	
Signature		
- <del></del>		
Name in Full		
Position		
Company		
Date Date		
= *:**		

HYNES HONEYCHURCH INSURANCE ADVISORS. P 02 6687 4000 E insure@hhia.com.au F 02 8078 6671





It is our pleasure to confirm the appointment of HHIA Pty Ltd as Authorised Representatives of Westcourt General Insurance Brokers as your Insurance Broker. Please find following the terms and conditions of this appointment and matters arising under the Insurance (Agents and Brokers) Act 1984 and the Insurance Contracts Act 1984.

#### STATUTORY NOTICES

# 1. 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 possibly be expected to know, is relevant to the insurer's decision whether to accept the risk of the 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 of common knowledge
- That your insurer knows, or in the ordinary course of his business, ought to know
- As to which compliance with your duty is waived by the insurer

#### 2. Non Disclosure

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce his 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.

### 3. Financial Services Guide

We/I acknowledge having read and accepted the Financial Services Guide outlined on the following page.

# 4. Existing arrangements

This appointment replaces any existing arrangement in place between us and any other insurance intermediary formally appointed to advise on or arrange or negotiate our insurance requirements as described above.

#### **PROCEDURES**

# 1. New Business

We will endeavour to arrange interim cover for property or risk not currently insured when you supply full details of the property or risk and all information requiring disclosure to the insurer. A proposal will need to be completed by you and submitted to the insurer prior to expiry of the interim cover. It is the insured's responsibility to ensure accuracy of all information supplied on the proposal prior to signing the document.

The policy document issued by the insurer forms the agreement between you and the insurer. Upon receipt of this document we recommend to check the details thoroughly to ensure the cover meets your requirements.

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#### 2. Renewals

We will give at least fourteen days notice of expiry of any cover administered by Westcourt General Insurance Brokers. We do not accept responsibility for policies not administered by Westcourt. We will automatically renew those policies being administered as per policy expiry details.

# 3. Policy Alteration/Endorsement

Please contact us should you require alteration to details of the insured property or risk. Your Duty of Disclosure requires details of relevant matters be disclosed to the insurer, which have not been previously disclosed. An invoice will be issued to confirm the alteration we have effected with the insurer.

#### 4. Terms of Payment

When we arrange, renew or vary cover on your behalf, we will invoice you for the premium, statutory charges (e.g. stamp duty, fire services levies, GST, etc.) and our brokerage &/or fees. Invoices must be paid by the expiry date or within fourteen (14) days of receipt, unless otherwise stated. The full amount is payable by you to us, including the premium and statutory charges and/or brokerage and/or fees.

If a cover is cancelled before the expiry of the period of insurance, we will refund to you only the net return premium we received from the insurer. We will not refund any part of the brokerage we receive for arranging the cover. Fees may also be charged for the cancellation.

Westcourt General Insurance Brokers cannot be held responsible for any deficiencies in cover due to non-payment of premium.

#### **AGREEMENT**

HHIA Pty Ltd as Au strictly confidential.	s and documentation betweenthorised Representatives of Westcourt General In We acknowledge and agree to the terms and t and understanding of the statutory notices.	surance Brokers will b	
Signature:			
Print Name:			
Company Name:			
Date:			

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