



## **FINANCIAL SERVICES GUIDE**

This guide is designed to assist you in deciding whether to use the services offered by us. It contains important information about:

- the services we can offer you
- how we and our associates are remunerated
- how we manage conflicts of interest
- our internal and external dispute resolution procedures and how you can access them

It is an important document. Please read it carefully and keep it in a safe place.

By asking us to act as your general insurance broker, you agree that we will do so on the terms set out in this Guide. Unless you tell us otherwise in writing, we accept that you agree with these terms.

Unless agreed in writing, we only provide 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.

The Financial Services covered by this Financial Services Guide (FSG) are provided by:

Rivers Insurance Brokers Pty Ltd and the following corporate authorised representative who act on its behalf in providing the Financial Services set out in this FSG:

Austbrokers Gladstone Pty Ltd                  Corporate Authorised Representative Number 415649

Rivers Insurance Brokers Pty Ltd and the authorised representative[s] are, unless stated otherwise, referred to in this FSG as "we" or "us" and can be contacted at:

| <b>Brisbane</b>                | <b>Cairns</b>                    | <b>Innisfail</b>                  | <b>Gladstone</b>              |
|--------------------------------|----------------------------------|-----------------------------------|-------------------------------|
| PO Box 518, Annerley, Qld 4103 | PO Box 5070, Cairns, Qld 4870    | PO Box 351, Innisfail Qld 4860    | Austbrokers Gladstone Pty Ltd |
| 23 Balaclava Street            | 188 Mulgrave Rd, Cairns Qld 4870 | 88 Rankin St, Innisfail, Qld 4860 | Suite 1, 37 Goondoon Street   |
| Woolloongabba Qld 4102         |                                  |                                   | Gladstone Qld 4680            |
| PHONE: 07 3028 9494            | 07 4051 8422                     | 07 4061 1766                      | 07 4976 1900                  |
| FAX: 07 3891 3111              | 07 4051 3690                     | 07 4061 4362                      | 07 4972 0396                  |

### **A GUIDE TO OUR RELATIONSHIP WITH YOU AND OTHERS**

#### **What services can we provide?**

##### **Our various roles**

We are an Australian Financial Services Licensee and are licensed under the Corporations Act to advise and deal in relation to all general insurance products.

The Authorised Representative has been authorised by Rivers Insurance Brokers Pty Ltd to provide general advice on and deal in general insurance products on its behalf under its licence.

We can act in a number of roles in providing our services.

We usually act on your behalf. However in some cases, we may act on behalf of an insurer or their representative or on our own behalf (e.g. as a referrer to another service provider). We tell you if this is the case as this means we do not act for you when we provide the service.

### **Our Services**

#### *Arranging insurance for you*

This is where we arrange for the application, acquisition, variation, renewal or cancellation of an insurance policy for you. The process differs depending on the type of insurance and we explain it to you when you apply for the insurance.

#### *Providing advice to you*

There are two types of advice service we are licensed to provide and it is important to understand the difference:

- *personal advice* – this is advice provided by us to you on the suitability of general insurance policies to meet your particular needs. We 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 we may only provide personal advice on which of a selected list of products is appropriate for you. Before we provide any personal advice we will need to undertake a needs analysis so we can provide you with appropriate advice.

- *general advice* – this is where we provide a general recommendation or opinion to you on a general insurance policy which is not based on our consideration of your personal needs. We tell you when this is the case because if general advice is given you need to consider if the general advice and any relevant product is right for your circumstances as we have not done this for you.

In some cases where we arrange more than one policy for you we may provide personal advice for one policy and general advice for another. We tell you when this is the case.

#### *Acting for insurers*

In some circumstances we may have an agreement with an insurer or their representative to arrange insurance policies on their behalf and not on your behalf. This means that we act for and in the interest of the insurer as our principal in providing the services, not yours.

If we are given a "binding authority" from an insurer, this means we can enter into insurance policies and/or handle or settle claims on their behalf without reference to them, provided it is within the authority they have given us. We will tell you when we act for an Insurer and not for you.

#### *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 usually valid for one month or less). To arrange this we will need specific details of the property or risks involved.

You must advise us if you accept the terms offered to you and we will send you our invoice and a proposal form (if necessary) for completion. You will need to complete, sign and return it to us, together with your payment, as soon as possible and before the interim cover expires.

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

#### *Renewals*

Unless it is impractical to do so, we will give you at least 14 days notice of expiry of any insurance contract which we arranged or last renewed for you.

At that time we will send you an offer to renew or replace the insurance contract and invoice you for the cost of the renewal. If you want to change the details of the cover, contact us as soon as you receive the renewal offer. If you wish us to renew the contract on your behalf, you must provide us with written instructions and/or pay the premium and any other charges before the expiry date, which we will take as acceptance of the contract.

#### *Variations*

You should carefully monitor and review your insurance program to ensure that it remains adequate to cover your assets or business activities.

If you want to vary any cover, eg by increasing the sum insured or adding another 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 you with written confirmation.

#### *Claims Assistance*

We can also assist you when you need to make a claim. If a claim occurs contact us and we can help you decide what to do. We provide this assistance as part of our overall service for no separate charge unless we tell you otherwise. We don't provide this service if we no longer act for you.

Any claims documentation, insurance company settlement cheques and other information received by us on your behalf will be provided to you as soon as reasonably practicable.

#### *Premium Funding*

In some cases insurers require the full premium payment up front. Premium funding is one way of not having to pay your premium in one lump sum. You will, however, have to pay interest to the premium funder on the amount borrowed.

We and AUB Group Limited (ABN 60 000 000175), have a preferred supplier arrangement with Hunter Premium Funding Pty Ltd (HPF) for the arrangement of premium funding. In arranging premium funding with HPF, or any other premium funder, we do not provide personal advice or represent that any of the funder's products and services are right for you or that they are the most appropriate. You need to make your own decision based on the information provided.

Premium funding products, which are a separate loan facility to the Insurance Policies, enable you to pay your premiums by instalments. If any of the Policies are terminated during their current term, including as a result of the failure to pay an instalment, it is likely that the refund will not cover the outstanding loan amount.

*We may provide a variety of services and act in different roles.*

It is important to note that given the wide variety of general insurance products available and the need to remain competitive we may provide a variety of the above services to you and act in a variety of roles.

For example, where you require a number of different covers we may provide personal advice for some products you need and act on your behalf in relation to them. For others we may only provide you with general advice or provide dealing services only and for others only act as agent of the insurer not you. We can provide a further explanation of why this is the case and we make sure we tell you what the service is and our role before or at the time we provide the service.

Ask us if you need more detailed information or do not understand our explanation.

#### **Terms of Payment**

##### *Invoices*

We will invoice you for the premium, statutory charges and any fees charged for your insurances. You must pay within the terms stated on the invoice, to ensure your continued protection.

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.

##### *Credit Card*

If you pay by credit card, we may charge you a credit card (including arrangement and handling) fee, which is always disclosed and shown separately on the invoices sent to you, and is non refundable. This fee reimburses us for the bank interest, extra charges/costs etc. for credit card use.

### **How can you give us instructions?**

You need to give us instructions in writing by letter, email or fax or by another method agreed by us. We will tell you what is possible when you contact us.

### **What information do we maintain about you and how can you access it?**

We are committed to protecting your privacy in accordance with the Privacy Act 1988 (Cth) (Privacy Act) and the Australian Privacy Principles (APPs). Where required, we will provide you with a Collection Notice which outlines how we collect, disclose and handle your personal information.

You can also refer to our Privacy Policy available on our website or by contacting us for more information about our privacy practices including how we collect, use or disclose information, how to access or seek correction to your information or how to complain in relation to a breach of the Australian Privacy Principles and how such a complaint will be handled.

### **How are we remunerated for our services?**

#### **When we act for you in advising on and/or arranging insurance**

When we act on your behalf in advising on or arranging insurance we can be remunerated in a number of ways. They can vary according to the service you require and/or our arrangements with the relevant insurer or their representative.

We are remunerated by:

- commission from the insurer;
- fees we charge you;
- in limited cases only, remuneration from an insurer based on the profitability or volume of the business we place with them; or
- a combination of the above.

Details are provided below on each.

#### *Commission paid by the insurer to us*

Unless we tell you in writing that we will provide our service on a "Fee Only - no commission" basis, we are remunerated by commission from the relevant insurer whenever you enter into an insurance policy arranged by us (including renewal and some variations which increase the premium payable).

The commission is a percentage of the insurer's base premium (i.e. premium excluding stamp duty, fire services levy, GST or any other government charges, taxes, fees or levies). Different insurers can agree to pay us different commission rates for the same type of products. The rates also vary for each product type.

The commission does not represent our profit margin as it also reimburses us for administrative and other expenses we incur in providing our services.

The commission is included in the premium amount set out in your invoice and we receive it when you pay the premium or at a later time agreed with the insurer.

If we act on your behalf and you adjust or cancel a policy and obtain a refund of premium, you agree that we can keep our commission. If we

didn't do this we would not be properly paid for the services we provide to you.

#### **Other remuneration arrangements we have with insurers**

We are also a member of the Austbrokers Network of insurance brokers.

AUB Group Limited (ABN 60 000 000 715) (AHL) and IBNA Limited (ABN 43 086 563 055) (IBNA) are joint owners of A & I Member Services (AIMS) a company that provides marketing, distribution and training services to members of the Austbrokers and IBNA Groups. Some insurers pay a commission to AIMS on selected products arranged by Austbrokers member insurance brokers which is an agreed percentage of the base premium (before government fees or charges). Different insurers may pay different commission rates to AIMS.

This money funds the provision of AIMS services to Austbrokers and IBNA members. We, other Austbrokers Network members and IBNA members benefit from this support and it helps ensure we can continue to provide you with our extensive range of services. If you have any queries or want more information please do not hesitate to contact us.

We have an Agreement with QBE Insurance (Australia) Limited ABN 78 003 191 035 under which we may receive an annual profit share in relation to agreed products. To receive it we must meet eligibility criteria (e.g deal with QBE as intermediary for the annual period) and meet an agreed profit target. The target is based on an agreed formula (it takes into account matters such as premium received, claims and expenses incurred etc ) and the amount we receive varies according to the level we exceed the target. The most we can receive is up to 5% of gross written premiums. We may receive nothing if we don't meet the relevant requirements. Ask us if you need more information.

We are participants in the Zurich Australian Insurance Limited (ABN 13 000296 640) Zenith arrangement which includes a performance based reward. The amount of the reward is variable and is determined by the growth in the net written premium we place with Zurich Australian Insurance Limited within a twelve month period. The reward is calculated and received on an annual basis and is limited to certain Zurich products. It is possible that the net written premium arranged by us will not achieve the required growth in which case we would not receive any reward. If we do achieve the required growth the maximum reward payable by Zurich is 2.5% of the annual net written premium. As part of the program, we are entitled to \$5,000 annually from Zurich Australian Insurance Limited that must be spent on training and development initiatives.

See below for soft dollar benefits we may receive from insurers and our policy on this.

#### **Fees paid by you**

Unless we specifically agree in writing before providing our services to charge on a "Fee Only – no commission" basis, the Fees will be paid in addition to any commission we receive.

We may charge you:

- a Broker Fee – this is an administration fee payable when you enter into an insurance policy;
- a pre agreed set amount for specific services;
- an amount based on a pre agreed rate for the time we spend providing the service; or
- on some other basis agreed with you before we provide the service.

All fees are payable after we have provided the service or at such earlier time we agree with you in writing and will be noted in the invoice that we send you. The fees are not refundable.

## **Where we act for the insurer**

Where we act for an insurer, not you, we receive commission from the insurer as our principal and may also charge you an administration fee. The amount of the fee will vary depending on the complexity and type of services that we provide you with. We will tell you how much the fee is before we provide you with the service.

The fee is payable when you buy the policy or at such earlier time as we agree with you in writing. It is noted in the invoice we send you and is not refundable (even where you exercise a cooling off right).

## **Where there is a referral**

Where a third party has referred you to us, we may pay them an agreed percentage of our remuneration or an agreed amount for the referral as a commission or fee. This amount will be paid after we have arranged insurance for you. A commission or an agreed fee may also be paid on renewal and in some cases on variation.

If we refer you to another service provider we will be remunerated by them by way of a commission or fee for doing this unless we tell you we are not. The amount is generally a percentage of their remuneration the amount of which may depend on the circumstances. A commission or an agreed fee may also be paid on renewal and in some cases on variation.

In making any referral we do not advise or represent that their products and services are right for you and take no responsibility for the products and services they may provide to you. You need to make your own decision based on the information they provide.

## **Our staff's remuneration**

Our staff receive an annual salary that may include bonuses based on performance criteria (including sales performance) and achievement of company goals. They may also receive certain soft dollar benefits described further below.

## **Receipt of Soft dollar benefits policy**

From time to time we and our representatives may also receive what are commonly referred to as "soft dollar benefits" from product issuers and other financial service providers we deal with.

These can include entertainment (e.g. lunches, sporting events, movies etc), conferences (e.g. attendance at a product issuer conference or sponsorship of our AUB Group Annual conference by a product issuer), accommodation and travel, business tools (e.g. software), gifts (e.g. product issuer or service provider branded promotional items and other occasional small gifts such as bottles of wine or hampers on special occasions etc). These benefits are provided by a wide range of product issuers and service providers. In most cases they relate to our development of an understanding of the product issuer and/or service provider and their product ranges and practices etc. Ultimately, this assists us in better servicing and representing you.

Our policy is that any of the above received by us or our representatives that exceed \$300 per item or transaction in estimated value are potentially material.

This means they must be disclosed to our Conflicts Manager in writing. The Manager determines if appropriate procedures are in place to manage or avoid any potential conflict of interest which might arise. They only approve benefits where this is the case.

Any soft dollar benefits which are principally given because of the volume of business provided by the recipient to the product issuer or service provider giving the benefit are not permitted.

The above restriction does not apply to conferences or functions, the principal purpose of which is professional development and where the right to attend is not based on sales volumes.

## **Premium Funding**

If we refer you to a premium funder and you enter premium funding arrangements with them, we may receive commission which is a percentage of the amount funded excluding GST. The amount of commission varies depending on our arrangement with the premium funder we refer you to. In some cases we have a profit share arrangement with the premium funder where we receive a percentage of any profit the premium funder makes on the funds loaned by persons we refer to them. We may receive soft dollar benefits from them too.

If you use Hunter Premium Funding Ltd (Hunter), we receive (a) a commission which is a percentage of the amount of funding provided to you; (b) a payment based on the interest earned on the premium funding by Hunter each month; (c) a payment based on a percentage of all outstanding loans less any cancelled or terminated loans; and (d) a payment based on a percentage on certain general insurance business placed by Austbrokers Network with certain divisions of Allianz Insurance Ltd. AUB Group Limited receives certain upfront payments from Hunter for entering into (or renewing) a preferred premium funding distribution arrangement with Hunter. We are owned partly by AUB Group Limited and benefit from any profit made by this entity due to this arrangement.

If you need more information or explanation of the above, please ask us.

## **Further information about remuneration received by us or others**

Where we don't provide you with personal advice as a retail client you can ask us to give you more particulars of our remuneration (including commission) or other benefits within a reasonable period after receiving this FSG and before we provide you with the financial service to which this FSG relates, unless we agree otherwise.

## **Money Handling Arrangements**

We handle all money received from you or the insurer in relation to insurance in accordance with the requirements set out by the Corporations Act 2001 (Cth). We keep any interest earned on any amounts held by us on your behalf or on behalf of the insurer. The length of time we hold any money can vary according to the type of insurance and the different arrangements we have in place with insurers.

## **Do we have any relationships or associations with issuers or related bodies corporate that might influence our service or advice?**

We are a member of the Austbrokers Network of insurance brokers.

In some cases we may refer you to or advise you to use the services of one of our related body corporates. They may act as agent of the insurer and you will be told when this is the case. As a member of the same corporate group we may indirectly benefit from any such referral or advice if it improves the group performance.

Please refer to our remuneration section for the normal benefits we can receive under such arrangements.

## **How do we manage conflicts of interests**

### **Conflicts of Interest**

As a business we receive income from various third parties as detailed in this FSG. To ensure that any conflicts arising from such relationships

or income do not impair the level of advice and service that we provide to You, we have implemented a Conflict of Interest Policy.

The formal documented approach to receiving income and other benefits from third parties is that we will ensure that You receive the most appropriate product or service that we have access to whilst being mindful that as a business we must receive an adequate income to provide the services and facilities that You would expect from a professional insurance broker.

We will separately and specifically disclose any conflict situations where we believe that the conflict is potentially impairing our advice or service to You.

We and our representatives are trained in this important duty and compliance with it is monitored regularly.

Should you have any questions, please ensure you ask us. **Cooling off Period**

A cooling off period may apply to an insurance policy issued to you as a retail client. During the period you may return the policy. Details of your cooling off rights are included in the relevant Product Disclosure Statement document.

In some cases an insurer can deduct certain amounts from any refund.

Ask us if you do not understand the right.

### **Other terms of our Service**

#### **Important Information about your insurance**

You must read the Important Information about your insurance document we give you (tell us if you have not received it) and ask us if you have any questions or do not understand anything we have set out in that document. It will help you understand some important matters about your insurance.

#### **Sums Insured – Average and Co-Insurance**

Some insurance contracts require you to bear a proportion of each loss of a claim if the sum insured is inadequate to cover the amount of the loss. These provisions are called “Average” or “Co-Insurance” clauses.

If you do not want to bear a proportion of any loss, when you arrange or renew a contract of insurance, you must ensure that the amount for which you insure is adequate to cover the full potential of any loss. If you insure on a new for old basis, the sum insured must be sufficient to cover the new replacement cost of the property.

#### **Interests of other Parties**

Some insurance contracts do not cover the interest in the insured property or risk of anyone other than the person named in the contract. Common examples are where property is jointly owned or subject to finance but the contract only names one owner or does not name the financier.

Please tell us about everyone who has an interest in the property insured so that we can ensure that they are noted on the contract of insurance.

#### **Waiver of Rights/Contractual Liabilities**

Most insurance contracts limit or exclude claims where the insured person has assumed additional responsibility or liability, or has limited their rights to recover a loss from the person who was responsible for it. Such clauses are often found in leases, maintenance contracts, contracts with your suppliers, hire, storage or security contracts and a variety of other agreements.

Please tell us about any contracts of this type which you have or propose to enter into.

#### **Claims Made**

Certain contracts of insurance, most commonly Professional Indemnity or Directors and Officers are issued on a claims made basis. This means that a policy will only respond to a claim or circumstances which may give rise to a claim, which are both discovered and reported to the insurers within the period of insurance.

These types of policies are not renewable and consequently all of the necessary documentation must be submitted to insurers within a sufficient period of time prior to expiry to enable terms for a new policy to be obtained.

#### **Misstatement of Premium**

We try to tell you the correct amounts of premium and statutory and other charges that apply to your insurance. In the event that we misstate that amount (either because we have made an unintentional error or because a third party has misstated the amount), we reserve the right to correct the amount. Where permitted by law, you shall not hold us responsible for any loss that you may suffer as a result of any such misstatement.

#### **Professional indemnity insurance arrangements**

We and our representatives are covered under professional indemnity insurance that complies with the requirements of section 912B of the Corporations Act.

The insurance (subject to its terms and conditions) will continue to cover claims in relation to our representatives/employees who no longer work for us (but who did at the time of the relevant conduct).

#### **Cancellation or Amendment**

We cannot cancel a contract of insurance without written instructions from all insured parties, or a person(s) who is authorised to represent each of the parties who are named as insureds in the contract of insurance. We cannot cancel any contract of insurance which is subject to the Marine Insurance Act 1909, unless by mutual agreement with the Insurer.

Some Insurers impose a penalty for cancelling Policies and accordingly the amount you receive may be significantly less than pro-rata.

If there is a refund of premium applicable, due to the cancellation or adjustment of a Policy, we will not refund our fees or commission for arranging the Insurance.

In some cases an additional fee may be charged to recover our costs in arranging the cancellation or adjustment.

Where Insurers issue cover on a minimum or minimum and deposit basis, no refund is payable.

Therefore, before making any decision to cancel any Policy, you should consult us concerning the costs you may incur.

#### **NIBA Code of Conduct & Code of Practice**

We are a proud member of the National Insurance Brokers Association (NIBA) and are bound by their Code of Conduct.

We also subscribe to the Insurance Brokers Code of Practice (the Code). The Code sets out standards for Brokers to follow when dealing

with clients including requirements to inform clients of remuneration arrangements and any conflicts of interest.

A copy of the Code is available from [www.niba.com.au](http://www.niba.com.au) or by contacting this office.

## **Complaints and Disputes**

If you have any complaints about the service provided to you, you should take the following steps.

1. Contact us and tell us about your complaint.
2. If your complaint is not satisfactorily resolved within 48 hours, please put your complaint in writing and send it to the Complaints Officer at: **PO Box 518 Annerley, Qld, 4103**.
3. Please mark the envelope "Notice of Complaint". We will try to resolve your complaint quickly and fairly.

## **IMPORTANT NOTICES**

### **Duty of Disclosure**

In order to make an informed assessment of the risk and calculate the appropriate premium, your insurer needs information about the risk you are asking it to insure.

For this reason, before you enter into a contract of insurance, you have a duty under the Insurance Contracts Act 1984 to disclose to your insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk and, if so, on what terms. The duty also applies when you renew, extend, vary or reinstate a contract of insurance.

You do not have to disclose anything that:

- Reduces the risk to be undertaken by the insurer;
- Is common knowledge;
- Your insurer knows, or in the ordinary course of its business, ought to know; or
- Where the insurer has waived your obligation to disclose.

**If you do not comply with your duty of disclosure, your insurer may be entitled to reduce its liability in respect of a claim or may cancel your contract of insurance. If the non-disclosure was fraudulent, the insurer may be able to avoid (or cancel) the contract of insurance from its beginning. This would have the effect that you were never insured.**

One important matter to be disclosed is the history of losses suffered by any of the persons 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.

**You accept that it is not necessary for us to advise you of your duty each time you renew, extend, vary or reinstate a contract of insurance, but if you have any questions about whether information needs to be disclosed, please contact us.**

### **Material Changes**

You must notify our office or your Insurer of any significant changes which occur during the period of insurance. If you do not, your insurances may be inadequate to fully cover you, and in some instances, may void a contract.

We can assist you to do this and to ensure that your contract of insurance is altered to reflect those changes.

If the complaint can't be resolved to your satisfaction within 45 business days, you have the right to refer the matter to the Financial Ombudsman Service Australia (FOS). We will provide you with further details about FOS upon lodging your dispute with us, or at any time upon your request.

Please contact us if you have any further questions about this FSG. The distribution of this FSG by the named Corporate Authorised Representative has been authorised by us.

Keep this document for your reference and any future dealings with us.

**Dated: 03<sup>rd</sup> March 2016 Version 03.16**

# RIVERS INSURANCE BROKERS PTY LIMITED

## PRIVACY POLICY

At Rivers Insurance Brokers Pty Ltd, ABN 28 010 242 681, and Austbrokers Gladstone Pty Ltd, ABN 13 154 436 049 we are committed to protecting your privacy in accordance with the Privacy Act 1988 (Cth) (**Privacy Act**) and the Australian Privacy Principles (**APPs**).

This Privacy Policy applies to personal information collected by us and explains how we collect, use, disclose and handle it as well as your rights to access and correct your personal information and make a complaint for any breach of the APPs.

### What is Personal Information?

The Privacy Act defines personal information to mean:

“information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether recorded in a material form or not.”

### What is Sensitive Information?

- “Sensitive information” is a subset of personal information and means:
- “information or opinion about an individual’s racial or ethnic origin, political opinions, membership of a political organisation, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record, health information about an individual, genetic information, biometric information or templates.”

### What kinds of personal information do we collect and hold?

The kinds of personal information we collect and hold vary depending on the services we are providing, but generally can include:

- Your contact information such as full name (first and last), e-mail address, current postal address, delivery address (if different to postal address) and phone numbers;
- Details relating to your employment (if applicable) or your previous employment;
- Your date of birth
- Insurance history;
- other information specific to our products or services such as your opinions, statements and endorsements collected personally or via surveys and questionnaires, including but not limited to your views on the products and services offered by Rivers Insurance Brokers Pty and/or Austbrokers Gladstone Pty Ltd; and
- If you are requesting products or services from us, we will collect any relevant payment or billing information, (including but not limited to bank account details, direct debit, credit card details, billing address, premium funding and installment information.

The type of sensitive information we may collect generally includes:

- criminal record;
- credit history;
- financial records;
- health information; and
- membership of a professional or trade association.

### How do we collect and hold personal information?

We only collect personal information by lawful and fair means and where it is reasonably necessary for, or directly related to, one or more of our functions or activities.

Unless it is unreasonable or impracticable for us to do so, or as provided otherwise under this Privacy Policy, we will collect your information directly from you or your agents.

If we collect details about you from someone else, we will, take reasonable steps to make you aware of the collection in accordance with the APPs.

We may obtain personal information indirectly and who it is from can depend on the circumstances. We will usually obtain it from another insured if they arrange a policy which also covers you, related bodies corporate, referrals, your previous insurers or insurance intermediaries, witnesses in relation to claims, health care workers, publicly available

sources, premium funders and persons who we enter into business alliances with.

- We attempt to limit the collection and use of sensitive information from you unless we are required to do so in order to carry out the services provided to you. However, we do not collect sensitive information without your consent.

We hold the personal information we collect within our own data storage devices or with a third party provider of data storage. We discuss the security of your personal information below.

### The purposes for which we collect, hold, use and disclose your personal information

We collect, hold, use and disclose your personal information where it is reasonably necessary for, or directly related to, one or more of our functions or activities. These will usually include our insurance broking services, insurance intermediary services, funding services, claims management services and risk management and other consulting services and to meet any obligations we have at law e.g identity checks required by the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* and other legislation. We also use it for direct marketing purposes explained in more detail below.

For example, we usually need to collect, hold, use and disclose personal information where:

- we are providing personal advice, so we can provide this advice to you;
- we arrange insurance, so insurer(s) can decide whether to offer insurance or not;
- you require premium funding, so the funder can decide whether to provide the funding or not;
- a claim is made, so the insurer can make a decision on the claim;

We do not use or disclose personal information for any purpose that is unrelated to our services and that you would not reasonably expect (except with your consent). We will only use your personal information for the primary purposes for which it was collected or as consented to.

We usually disclose personal information to third parties who assist us or are involved in the provision of our services and your personal information is disclosed to them only in connection with the services we provide to you or with your consent. We may also disclose it for direct marketing purposes explained in more detail below.

The third parties can include our related companies, our agents or contractors, insurers, their agents and others they rely on to provide their services and products (e.g reinsurers), premium funders, other insurance intermediaries, insurance reference bureaus, loss adjusters or assessors, medical service providers, credit agencies, lawyers and accountants, prospective purchasers of our business and our alliance and other business partners.

These parties are prohibited from using your personal information except for the specific purpose for which we supply it to them and we take such steps as are reasonable to ensure that they are aware of the provisions of this Privacy Policy in relation to your personal information.

We also use personal information to develop, identify and offer products and services that may interest you, conduct market or customer satisfaction research. From time to time we may seek to develop arrangements with other organisations that may be of benefit to you in relation to promotion, administration and use of our respective products and services. See direct marketing explained in more detail further below. We do not use sensitive information to send you direct marketing communications without your express consent.

If we do propose to disclose or use your personal information other than for the purposes listed above, we will first seek your consent prior to such disclosure or use.

If we give third parties (including their agents, employees and contractors) your personal information, we require them to only use it for the purposes we agreed to.

### What if you do not provide some personal information to us?

If the required personal information is not provided, we or any involved third parties may not be able to provide appropriate services or products. If you do not provide the required personal information we will explain what the impact will be.

#### **What do we expect of you/ third parties we deal with when providing personal information about another person?**

When you provide us with personal information about other individuals, we rely on you to have made them aware that you will or may provide their information to us, how we collect, use, disclose and handle it in accordance with this Privacy Policy and our relevant Privacy Statements. If it is sensitive information we rely on you to have obtained their consent to the above. If you have not done these things, you must tell us before you provide us with the relevant information.

If we give you personal information, you must only use it for the purposes we agreed to.

Unless an exemption applies or we agree otherwise, you must meet the requirements of the Privacy Act, when collecting, using, disclosing and handling personal information on our behalf.

You must also ensure that your agents, employees and contractors meet the above requirements.

#### **How do we manage the security of your personal information?**

We take reasonable steps to ensure that your personal information is safe. We retain personal information in hard copy records and electronically with us or our appointed data storage provider(s). You will appreciate, however, that we cannot guarantee the security of all transmissions of personal information, especially where the internet is involved.

Notwithstanding the above, we endeavor to take all reasonable steps to:

- protect any personal information that we hold from misuse, interference and loss, and to protect it from unauthorised access, modification or disclosure both physically and through computer security measures;
- destroy or permanently de-identify personal information in accordance with the Privacy Act.

We maintain computer and network security; for example, we use firewalls (security measures for the internet) and other security systems such as user identifiers and passwords to control access to computer systems.

#### **Data quality**

We take reasonable steps to ensure that personal information is current, accurate, up-to-date and complete whenever we collect or use or disclose it.

Throughout our dealings with you we will take reasonable steps to confirm the details of your personal information we hold and ask you if there are any changes required.

The accuracy of personal information depends largely on the information you provide to us, so we rely on you to:

- let us know if there are any errors in your personal information you become aware of; and
- keep us up-to-date with changes to your personal information (such as your name or address).

#### **Access to and correction of your personal information**

You are entitled to have access to any personal information relating to you which we possess, except in some exceptional circumstances provided by in law. For example, we may refuse access where the:

- information may have an unreasonable impact on the privacy of others;
- request is frivolous or vexatious;
- information relates to existing or anticipated legal proceedings and would not be accessible by the process of discovery in those proceedings;
- information would reveal our intentions in relation to negotiations in such a way as to prejudice those negotiations.

Where providing access would reveal evaluative information generated by us in connection with a commercially sensitive decision-making process, we will provide an explanation for the decision rather than direct access to the information.

If we refuse access or to give access in the manner requested by you we will let you know why in writing and provide you with details about how to make a complaint about the refusal.

If we make a correction to your personal information we may retain a copy of the previous information for our records or as required by law.

If you wish to access your personal information please write to Privacy Officer, Rivers Insurance Brokers Pty Ltd, PO Box 518 Annerley Qld, 4103.

In most cases we do not charge for receiving a request for access to personal information or for complying with a correction request.

#### **Do we transfer information overseas?**

- Any personal information provided to us may be transferred to, and stored at, a destination outside Australia, including but not limited to New Zealand, Singapore, United Kingdom and the United States of America. Details of the countries we disclose to may change from time to time. Personal information may also be processed by staff or by other third parties operating outside Australia who work for us or for one of our suppliers, agents, partners or related companies.

When we send information overseas, in some cases we may not be able to take reasonable steps to ensure that overseas providers do not breach the Privacy Act and they may not be subject to the same level of protection or obligations that are offered by the Act. By proceeding to acquire our services and products you agree that you cannot seek redress under the Act or against us (to the extent permitted by law) and may not be able to seek redress overseas. If you do not agree to the transfer of your personal information outside Australia, please contact us.

#### **Sale or restructure of business**

In the future we may consider the sale or restructure of our business or the purchase of the business of other Insurance Brokers or financial advisers. In such circumstances it may be necessary for your personal information to be disclosed to permit the parties to assess the sale or restructure proposal for example through a due diligence process. We will only disclose such of your personal information as is necessary for the assessment of any sale or restructure proposal and subject to appropriate procedures to maintain the confidentiality and security of your personal information. In the event that a sale or restructure proceeds, we will advise you accordingly.

#### **Direct Marketing**

- We may use your personal information, including any email address you give to us, to provide you with information and to tell you about our products, services or events or any other direct marketing activity (including third party products, services and events which we consider may be of interest to you). Without the limitation just described, if it is within your reasonable expectations that we send you direct marketing communications given the transaction or communication you have had with us, then we may also use your personal information for the purpose of sending you direct marketing communications which we may consider may be of interest to you. We may request our related parties to contact you about services and products that may be of interest to you.

#### **Our Website**

You are able to visit our website without providing any personal information. We will only collect personal information through our websites with your prior knowledge for example where you submit an enquiry or application online.

Email addresses are only collected if you send us a message and will not be automatically added to a mailing list.

#### **Cookies**

A cookie is a small string of information that a website transfers to your browser for identification purposes. The cookies we use may identify individual users.

- Cookies can either be "persistent" or "session" based. Persistent cookies are stored on your computer, contain an expiration date, and are mainly for the user's convenience.
- Session cookies are short-lived and are held on your browser's memory only for the duration of your session; they



are used only during a browsing session, and expire when you quit your browser.

- We may use both session and persistent cookies. This information may be used to personalise your current visit to our websites or assist with analytical information on site visits.
- Most internet browsers can be set to accept or reject cookies. If you do not want to accept cookies, you can adjust your internet browser to reject cookies or to notify you when they are being used. However, rejecting cookies may limit the functionality of our website.

#### Complaints

- If you do have a complaint about privacy we ask that you contact our office first to help us to assist you promptly.

In order to resolve a complaint, we:

- Will liaise with you to identify and define the nature and cause of the complaint;
- May request that you detail the nature of the complaint in writing;
- Will keep you informed of the likely time within which we will respond to your complaint;
- Will inform you of the reason for our decision in resolving such complaint; and
- Keep a record of the complaint and any action taken in the Register of Complaints.

If you have a complaint please either email us at [don.tickle@riversinsurance.com.au](mailto:don.tickle@riversinsurance.com.au) or write to us at PO Box 518, Annerley, Qld 4103 and our Privacy Officer will then attempt to resolve the issue or complaint.

When we make our decision, we will also inform you of your right to take the matter to the Office of the Australian Information Commissioner (OAIC) if you are not satisfied. In addition if you have not received a response from us of any kind to your complaint within 30 days, then you have the right to take the matter to the OAIC (contact details are provided below).

You also have a right in limited circumstances to have your privacy complaint determined by the Financial Ombudsman Service Australia (FOS). The FOS can determine a complaint about privacy where the complaint forms part of a wider dispute within the FOS Terms of Reference between you and us or when the privacy complaint relates to or arises from the collection of a debt. We are bound by FOS' determinations, provided the dispute falls within the FOS Terms of Reference. Unless exceptional circumstances apply, you have two years from the date of our letter of decision to make an application to the FOS for a determination. You can access the FOS dispute resolution service by contacting them at:

The Financial Ombudsman Service Australia,  
GPO Box 3,  
Melbourne,  
Victoria 3001.  
Telephone: 1300 780 808  
Website: [www.fos.org.au](http://www.fos.org.au)  
Email: [info@fos.org.au](mailto:info@fos.org.au)

If you would like further details of our Privacy Complaints Handling Procedure, please contact our Privacy Officer using the contact details listed above.

We recommend that you retain this information for future reference.

#### How to contact us and opt out rights

If you wish to gain access to your personal information, want us to correct or update it, have a complaint about a breach of your privacy, wish to withhold your consent (opt out) of providing consent to any of the uses of your information including receiving offers of products or services from us, or have any other query relating to our Privacy Policy, contact our Privacy Officer during business hours on:

**Telephone:** (07) 3028 9494  
**Facsimile:** (07) 3891 3111  
**Email:** [don.tickle@riversinsurance.com.au](mailto:don.tickle@riversinsurance.com.au)  
**Mail:** Att: Privacy Officer  
PO Box 518, Annerley, Qld 4103

We welcome your questions and comments about privacy. This Privacy Policy is current from 12 March 2014. In the event that this Privacy Policy or any part thereof is amended or modified in the future,

the revised version will be available by contacting our office or on our website.

You can also obtain information on privacy issues in Australia on the Office of the Australian Information Commissioner ("OAIC") website at [www.oaic.gov.au](http://www.oaic.gov.au) or by contacting the OAIC by email at [enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au) or by calling on 1300 363 992.

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