



OAMPS Insurance Brokers Limited  
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 ABN 34 005 543 920

## COMBINED LIABILITY INSURANCE PROPOSAL FORM

*Please read carefully and fully complete all questions.*

**PLEASE NOTE: the OAMPS/Vero insurance facility does not extend cover to fitness instructors, personal trainers or gym / aerobics instructors or spinal manipulation**

PERIOD OF INSURANCE: From: \_\_\_\_\_ To: 1<sup>st</sup> April

The initial Policy Period will run to the Common Due Date of the Association, thereafter it will be renewed annually.

1. NAME OF ASSOCIATION: TAI CHI ASSOCIATION OF AUSTRALIA

Membership No: \_\_\_\_\_ Level of Membership: \_\_\_\_\_

2. NAME OF PROPOSER(S): \_\_\_\_\_

First Names Surname

Trading Name: (if applicable) \_\_\_\_\_

ABN: \_\_\_\_\_

3. BUSINESS ADDRESS (if you are a mobile contractor, please write "Mobile")

STREET: \_\_\_\_\_

SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POST CODE: \_\_\_\_\_

4. MAILING ADDRESS: ( Or write "As above" ) \_\_\_\_\_

HOME TEL: \_\_\_\_\_ WORK TEL: \_\_\_\_\_

FAX: \_\_\_\_\_ WEBSITE: \_\_\_\_\_

EMAIL: \_\_\_\_\_ MOBILE: \_\_\_\_\_

5. QUALIFICATIONS Please list the Modalities you practice that are accredited by your Association

Modality	% of Time Practiced	Qualifications	Where and When obtained

5A. DO YOU REQUIRE THE POLICY TO BE EXTENDED TO COVER ANY OTHER MODALITIES WHICH YOU OR YOUR EMPLOYEES PRACTICE THAT ARE NOT ACCREDITED BY YOUR ASSOCIATION? (Please circle)

Yes No

Modality	% of Time Practiced	Qualifications	Where and When obtained	Name of Accrediting Association

Please attach copies of qualifications, for you and your employees, for any modalities ( listed above ) that are not accredited by your association

6. HAVE YOU PREVIOUSLY BEEN INSURED FOR PROFESSIONAL INDEMNITY? (Please circle)

Yes No

If you would like Retrospective Liability Cover you must provide the following information.  
It is important to provide the inception date from the **first year** in which you had insurance.  
(If you have had no previous insurance, this option is not available)

Previous Insurer: \_\_\_\_\_

Original Inception Date From : \_\_\_\_\_ Final Expiry Date: \_\_\_\_\_

7. HAVE YOU OR ANY DIRECTOR / PARTNER / MANAGER OF THE BUSINESS EVER (Please circle)

Sustained loss or damage or incurred liability whether or not insured, of a type against which insurance is now sought?

Yes No

Had insurance declined or cancelled, had an insurer refuse or not invite renewal, had special policy conditions imposed, had an excess imposed, or had any claim rejected?

Yes No

Been declared bankrupt or put into receivership or voluntary liquidation?

Yes No

Been charged or convicted of any criminal offence?

Yes No

If you have answered "yes" to any of these questions, please provide details:

8. IS YOUR TURNOVER (SALES) GREATER THAN \$250,000? (Please circle)

Yes No

If yes, please advise approximate amount

\$ \_\_\_\_\_

How many premises do you lease or occupy in connection with your business?

\_\_\_\_\_

Do you have employees? If yes, how many?

\_\_\_\_\_

9. WHAT LEVEL OF INDEMNITY DO YOU REQUIRE? (Please tick the box)

Public Liability

Products Liability  
(Including Professional Risks)

\$1,000,000 and \$1,000,000

\$2,000,000 and \$2,000,000

\$5,000,000 and \$5,000,000

\$10,000,000 and \$5,000,000

\$20,000,000 and \$5,000,000


The maximum level of Indemnity for Products Liability is \$5,000,000

**10. DO YOU REQUIRE THIS POLICY TO BE EXTENDED FOR RETROSPECTIVE LIABILITY?** Yes No  
 (Please refer to the attached Frequently Asked Questions for more details)

**11. DO YOU REQUIRE MULTI-PRACTITIONER COVER? (Please circle)** Yes No  
 If insufficient space, please attach a separate sheet

Name of Multi Practitioner	Modality	Qualifications	Where Obtained	Name of Their Association

Note: Contractors (as distinct from employees) are not eligible for inclusion, and will need to make their own insurance arrangements.

**12. DO YOU TEACH STUDENTS TO BECOME PROFESSIONAL PRACTITIONERS? (Please circle)** Yes No  
 If yes, please circle one of the following ranges based on the time you spend teaching as part of your average working week

- 0% – 10% of your working time
- 11% – 30% of your working time
- 31% – 50% of your working time

If you teach over 51% of your time, please provide the following details

- Teaching Qualifications
- Turnover for this activity
- Percentage of working hours spent teaching
- Average number of participants per class

**13. DO YOU REQUIRE THE LEGAL POWER EXTENSION ? ( Please circle )** Yes No  
 (Please refer to the attached Frequently Asked Questions for more details )

- If I/we have disclosed personal information about any other person(s), I/we confirm that I/we am/are authorised to:
- Disclose to you personal information about that person(s) and to consent to its use for the purposes shown in the Privacy Statement
  - Consent to disclose to, and obtaining of other personal information about that person/(s) from, other parties including those shown in the Privacy Statement, for any of these purposes
  - I/we have read and understood the information set out in this proposal and the information I/we have given is true and correct
  - I/we have read and understood the policy and agree to be bound by the terms and conditions it contains
  - I/we understand that I/we am/are not insured until Vero Insurance confirms its acceptance of this application

This declaration is signed for and on behalf of all applicants

**Signature:** \_\_\_\_\_ **Date Signed:** \_\_\_\_\_

**HAVE YOU CHECKED THROUGH THIS PROPOSAL TO ENSURE ALL QUESTIONS HAVE BEEN FULLY ANSWERED ? ( Please circle )** Yes No

**Note: Please DO NOT SEND ANY MONEY until you have received written confirmation of cover in the form of a Tax Invoice**

# Frequently Asked Questions

## About the Alternative/Complementary Medicine, Natural Therapies and Massage Combined Liability Insurance Scheme

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### What is “combined liability”?

In the insurance world there are several common kinds of “liability” insurance – meaning insurance that covers the costs involved where a person or business is found by law not to have met their legal responsibilities. This policy combines three types of liability insurance – **professional risks (also known as malpractice), products liability and general public liability** - and tailors them to meet the needs of practitioners involved in alternative/complementary medicine, natural therapies and massage. OAMPS extensive experience in this field has led us to develop this specialised combined policy.

### What does the policy cover?

The policy covers your legal responsibility to pay damages and legal expenses arising from personal injury to a third party, or damage to their property, arising from your business or occupation as listed on your policy. This includes:

- liability arising from breaches of your professional duties including advice, treatment, diagnosis, prescribing and dispensing;
- liabilities arising from goods manufactured, sold or supplied;
- liabilities arising from actions of your employees whilst carrying out their duties;
- unintentional libel or slander being a breach of professional duties; and
- your liabilities as a tenant of rented premises.

**There are three distinct sections** of the combined policy that cover different ‘risks’ associated with your practice:

1. **Professional Risks** covers your legal liability to pay compensation for personal injury to third parties or damage to their property, and financial loss arising out of any act, error or omission:

- in the provision of professional advice;
- in the provision of professional treatment; and
- in the provision of any other professional service which may be rendered in the course of the business and for which you are properly qualified.

This type of cover may also be known as Professional Indemnity, Errors and Omissions, or Malpractice.

2. **Products Liability** covers your legal liability to pay compensation for personal injury to third parties or damage to their property, and financial loss arising out of any “product” once they have passed out of the control of the practitioner. A very important aspect of this section for practitioners is that it is not restricted to simply covering goods sold or supplied. It also provides coverage for liability arising out of products manufactured, grown, extracted, produced, processed, assembled, constructed, erected, installed, repaired, serviced, treated, sold, supplied, resupplied or distributed.

3. **General Public Liability** covers your general legal liability attaching as a result of carrying on the business. Examples of the type of liability include matters such as:

- defective furniture, such as a table or chair collapsing and causing injury;
- a threadbare carpet causing someone to slip on the stairs; or
- fire damage to leased premises for which the Practitioner may be responsible under the Lease or at Common Law.

## Who is covered under the policy?

In the policy wording you will see many references to “The Insured”. The definition of “The Insured” includes:

- you;
- your employees including administrative staff, practitioners practicing modalities approved under the scheme, students and apprentices;
- students whilst undertaking practical work as part of their course studies; and
- up to four business partners, who can be included on your policy for an additional cost.

Contractors (as distinct from employees) are **not** eligible and need to make their own insurance arrangements.

## Are all the legal costs covered?

The combined policy covers additional payments necessary in respect to legal expenses approved by the Insurer and incurred in connection with a claim made. The insurer will also pay legal costs associated with representing the Insured Person(s) at a Coroner’s Inquest or in any court of summary jurisdiction. Further, the Insurer will pay for all charges, expenses and law costs recoverable from the Person Insured by the Claimant. In plain terms, this means all the court costs, lawyers fees and pay-outs (up to the specified limit) are covered by this policy.

## What are the “Limits of Liability”?

There are several optional Limits of Liability (i.e. the amount up to which the Insurer will cover the costs) available for you to choose from as detailed in the following table. “Modalities” refers to the different types of alternative medicine employed by the practitioner/s or business. Some carry greater risks and therefore have higher premium costs.

Different Limits apply to the different sections of the policy:

- The Limit applicable to **Public Liability** applies in full to each and every claim you may have during the year, irrespective of the number of claims.
- The Limit applicable to **Products Liability including Professional Risks** also applies to each claim, but is restricted to the Limit of Liability in total for all claims

- during any one policy year. However, Insurers have agreed to provide one Automatic Reinstatement of the Policy Limit during any one year at no additional cost.

Legal expenses, subject to the Insurers approval, incurred in defence of a claim against you are paid **in addition** to the Limit of Liability.

## What alternative medicine methods are covered?

The combined policy caters for over 200 different modalities, and these are rated in two levels. For example:

### Exposure Level 1:

Massage, Yoga, Reiki, Shiatsu, Kinesiology, Homeopathy

### Exposure Level 2

Acupuncture, Naturopathy, Chinese Herbal Medicine

OPTIONAL LIMITS OF LIABILITY		PREMIUMS INCLUDING ALL CHARGES	
Public Liability	Products Liability	Level 1 Exposure	Level 2 Exposure
\$1,000,000	\$1,000,000	\$226.00	\$295.00
\$2,000,000	\$2,000,000	\$276.00	\$365.00
\$5,000,000	\$5,000,000	\$345.00	\$460.00
\$10,000,000	\$5,000,000	\$430.00	\$580.00
\$20,000,000	\$5,000,000	\$488.00	\$660.00

*NOTE: Please do not send any money as these are Indicative Premiums only.*

All the modalities you practice which are accredited by your Association, other than Spinal Manipulation, will be covered under your policy and itemised on your Policy Schedule. Additional modalities can be included, and the cost depends on the Exposure level, verification of qualifications and their acceptance by the Insurer.

*For Example:* You practice massage and one of your employees with acceptable qualifications practices Chinese Herbal Medicine, then the premium will be charged at Exposure Level 2 Rates.

## What's the difference between "Occurrence-based" cover and "Claims Made" cover?

The combined policy is the "occurrence" based type. This means that you are covered for any incidents that occurred while the policy was in force, even if the claim is not made until some years after the event.

Most of the alternative policies available are written on a "Claims Made" basis. This means they will only cover you for claims actually made during the currency of the policy. Therefore if you cease practicing you still need cover to allow for claims which might not be lodged until some years later. "Run Off" cover is available under some of the alternative policies, however, it is not automatic in many cases, and sometimes additional premiums are charged. Because the combined policy is "Occurrence" based you don't need to worry about your policy coverage if you leave the business.

## I want to be covered for the time before I had this policy. Is this possible?

**You have the option of extending your policy to include Retrospective Cover.** A Retrospective Extension is available to provide cover for liabilities arising from events that occurred prior to the commencement of this policy, and during the term you were previously insured. This is subject to you not being aware of any circumstances which may give rise to a claim when you take out this policy.

## I know I am covered to defend legal cases, but am I covered to prosecute one?

Under the main Sections of the Policy, you are covered for legal costs in defence of a claim against you. However, if you need legal assistance to defend or prosecute an action necessary to maintain your right to practice, **you have the option of extending your policy to include additional legal expenses.** If you take this option the Insurer will pay up to \$25,000 for legal expenses payable by you. The Insurer maintains the right to approve and direct the case. The Excess applicable to this Extension is \$500.

## My practice turns over more than \$250,000 a year – do the same premiums apply to me?

If your turnover exceeds \$250,000, your application will need to be referred to the Insurer and an additional charge may be applied, depending on the nature and activities of your business.

## We don't just practice, we also teach. Are we covered for teaching?

This policy has been primarily developed to cover individual qualified practitioners. If teaching is a greater part of your business, and you are teaching students to become qualified practitioners, then an assessment may be required to evaluate your qualifications, course accreditation with Associations, etc. You may need to pay an additional premium to be covered for teaching. The additional premiums for teaching are:

- Less than 10% of your normal working hours:  
*No charge*
- 11% to 30% of your normal working hours:  
*Plus 15% of Premium*
- 31% to 50% of your normal working hours:  
*Plus 25% of Premium*
- Over 50% of your normal working hours:  
*Referral required*

## My business is a school or college teaching alternative therapies. Is this the right policy for me?

If you have a college or school, (teaching students to become qualified practitioners), a separate policy is available that covers the college, staff and students of the college, on and off campus for practical work authorised by the college. A special "Student Policy" is then available to your students if they want to do additional practical work, providing they are suitably qualified.

## We create our own products for our clients. Are these covered?

Cover is automatically included for products manufactured, supplied or sold by you, in the course of your business.

## Will this policy cover me if I practice while I am travelling?

The cover is Australia wide with provision for worldwide cover in certain circumstances (eg. overseas conferences, seminars and workshops). Requests for worldwide cover should be referred to us, in order to obtain the Insurer's agreement.

## I have decided to leave the profession. Do I still need insurance when I cease to practice?

The policy is "Occurrence Based" and generally speaking, no run-off cover is required. The policy covers claims made after the expiration of the policy, providing the event which gave rise to the claim, occurred during the period the policy was in force.

**It is important to note however, that if you are providing Products to your clients it is possible that an incident involving those Products may occur AFTER you cease buying insurance. In these circumstances the Policy will not respond, as it will only apply to events which occurred during the currency of the Policy.**

## How much do I have to pay when I make a claim?

There is an Excess of \$250 applicable to any claim that you lodge.

## I have more questions. Who can I ask?

**Contact** OAMPS Insurance Brokers Ltd  
Tel: 1800 222 012  
Fax: 1800 000 472  
Email: [naturaltherapists@oamps.com.au](mailto:naturaltherapists@oamps.com.au)

*This information is provided as a Summary only of the Policy coverage. In the event of a dispute, the terms, conditions and exclusions of the Policy Document itself will prevail.*



# OAMPS INSURANCE BROKERS LTD

**This Financial Services Guide contains information about our services and charges, your rights as a client and other things you need to know in relation to insurance matters including how any complaints you may have will be dealt with. We trust it will assist you in deciding whether to use our services.**

OAMPS Insurance Brokers Ltd holds Australian Financial Services Licence No. 238312 under the Corporations Act 2001 to provide general insurance broking services including the provision of financial product advice concerning and dealing in general insurance products.

OAMPS Insurance Brokers Ltd is a member of the National Insurance Brokers Association. We subscribe to the General Insurance Brokers' Code of Practice.

OAMPS Insurance Brokers Ltd is part of the OAMPS Group, which is an innovative provider of insurance and financial services to corporations, associations and individuals throughout Australia.

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

You might also receive some other documents after or at the time we advise you about your insurance needs including:

- Statements of Advice – these will be summaries of our advice and the basis on which it was provided;
- Product Disclosure Statements – these will normally form part of the insurance policy provided and contain information about the products we recommend to you; and
- Confirmation notices – these will be in the form of invoices and will provide details of transactions we have arranged on your behalf.

These documents contain information that will help you make an informed decision about the insurance products you require. The Product Disclosure Statement is of particular importance. It outlines the significant features and risks of the insurance product as well as other information and details you may need to know before you decide to acquire the insurance.

If you need more information or have any questions, please telephone our Toll Free Client Enquiry Line, 1800 998 800.

## Important Relationships

OAMPS Insurance Brokers Ltd is a wholly owned subsidiary of OAMPS Ltd.

The other subsidiaries of OAMPS Ltd and the specific industry segment in which they operate are:

- Australian International Insurance Ltd - general insurer;
- Australian Underwriting Services Pty Ltd - general insurance underwriting agency;
- OAMPS Premium Funding Pty Ltd - premium funding;
- OAMPS Financial Management Ltd - financial services.

OAMPS Insurance Brokers Ltd may also act as agent of an Insurer/s, not as your agent, in respect of certain retail insurance lines. We will tell you when this is the case.

Should you require further information regarding our important Relationships, Privacy or how we earn our Remuneration, please visit the OAMPS website: [www.oamps.com.au](http://www.oamps.com.au) or contact your Adviser.

## Our Services

OAMPS Insurance Brokers Ltd is committed to providing sound advice based on your needs and our comprehensive market knowledge. We offer a range of services to assist you to protect your assets. These include:

- Reviewing and advising on your insurance needs;
- Arranging and renewing insurance contracts on your behalf (unless we have advised you that we act as agent of the insurer);
- Arranging instalment billing, if required; and
- Assisting with insurance claims.

We can advise you and arrange all types of general retail insurance products including:

- Residential home buildings;
- Residential home contents;
- Motor vehicles;
- Pleasure craft;
- Personal Accident and Sickness;
- Travel;
- Consumer credit.

To enable us to provide advice appropriate to your circumstances, we will need you to supply us with accurate and complete information about the risk(s) to be insured, your situation, your needs and objectives.

During the currency of any policy arranged, you should tell us about any relevant changes as they occur so we can ascertain whether your insurance remains appropriate for your needs.

## How We Will Look After Your Insurance Needs

You can provide us with instructions in person, by telephone, email or in writing.

## 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. 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 will then send you a proposal form for completion. You will need to complete and sign this proposal form and return it to us at the earliest possible time to ensure it is received prior to the expiry of the interim cover.

We will send the original insurance contract documents to you as soon as practicable after issue by the Insurer. As these are legal documents, you should keep them in a safe place.



# OAMPS INSURANCE BROKERS LTD

## Renewals

We will give you at least 14 days notice of expiry of any insurance contract we have arranged.

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 a renewal invoice. If you wish to change the details of the cover or there is a change to your circumstances, contact us as soon as you receive the renewal invoice. We can then assess the appropriateness of your insurance and whether you require further advice from us.

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 at least 14 days in advance of expiry of any insurance contract should an Insurer not wish to offer renewal. If you arranged or renewed insurance directly with an Insurer or through another broker, we will not be responsible for notifying you of expiry or arranging renewal.

## Variations

You should carefully monitor and review your insurance contract to ensure that it adequately meets your requirements.

If you wish to vary any cover please provide us with details of the changes you require and any other information you need to disclose to the Insurer.

We will 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

We will accept your claims notifications, assist and advise you regarding the scope of cover and pass the information to the Insurer.

If a loss adjuster is appointed we will, with your permission, pass on your contact details.

We will promptly forward all claims documentation, Insurer settlement cheques and other information to the appropriate persons.

## Cancellation

We cannot request your Insurer to cancel a contract of insurance without written instructions from a person(s) who is authorised to represent each of the parties who are named as Insureds in the contract of insurance.

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 (this refund is subject to any cancellation or administrative fee imposed by the insurer), but we do not refund fees we have received. We may also retain a fee for processing your cancellation request.

## Fees For Our Services

You are entitled to know how and what we will charge for our services and the other benefits we may receive.

## Our Remuneration

We are paid commission by the Insurers we do business with when we arrange your insurance. As a general rule, the commission we receive is a percentage of the Insurer's base premium (i.e. premium excluding stamp duty, fire services levy if applicable, GST or any other Government charges, taxes, fees or levies).

The rate of commission ranges between 5% and 25% plus GST. We may also charge a broker fee to cover the administration and processing costs related to arranging your insurance cover. Fees and commission are our main source of income and cover the cost of providing services to you, including any distribution functions we perform for the insurer such as marketing, annual renewal marketing and underwriting.

If we refer you to OAMPS Financial Management Ltd for Financial Planning, Superannuation, Life, Disability or Trauma insurance or other financial services that we are not able to provide under our Australian Financial Services Licence, we do not receive any remuneration for this referral. As a member of the same corporate group we may benefit from this referral if it improves the group's performance.

If we refer you to OAMPS Premium Funding Pty Ltd for premium financing, we are paid 2% of the premium funded for providing this referral. This will not result in any additional cost to you for the services provided.

Some of the Insurers we do business with give us other benefits such as sponsorship of conferences, training and invitations to social business functions. These benefits may change from year to year. In the past, individual Insurers have sponsored our conferences by contributing up to \$50,000 toward the cost of holding the conference. This represents less than \$1 per \$200 (<0.5%) of the income received from these Insurers. Our employees or Advisers may from time to time also receive small gifts and gratuities. It is Company Policy that employees or Advisers may not accept any gifts or gratuities where the value is greater than \$100 over a six month period from any single supplier. These payments do not increase the amount you are required to pay for your insurance.

Our employees or Advisers are usually paid in two ways – salary, and a bonus incentive. The amounts of these payments are based on a number of factors including achievement of Company goals.

If a person has referred you to us, we may pay them a commission of up to 50% of our remuneration plus GST for the first referral they make. This will not increase the amount you are required to pay for your insurance.

## Terms Of Payment

### Invoices

We will invoice you for the premium, statutory charges (stamp duty, fire services levy, GST) and any fee we charge for arranging your insurance. You must pay us by the Due Date shown on the invoice. If we hold your premium payment in trust pending payment to the Insurer, we will receive any interest earned.

If you do not pay the premium on time we are required to notify the Insurer. The Insurer has the right to cancel the contract of insurance and you will not be insured. The Insurer may also charge a short-term premium for the time on risk.

### Instalment Billing

Instalment billing enables you to pay your premiums by instalments.

We may be able to arrange instalment billing on your behalf if you require it. We will charge you for this service.



# OAMPS INSURANCE BROKERS LTD

## Complaints and Disputes

If you are dissatisfied with a product or service provided, please contact the Manager of the Branch with which you deal. Contact information for all Branches of OAMPS Insurance Brokers Ltd forms part of this Financial Services Guide.

If the Branch Manager is unable to resolve the complaint to your satisfaction, you may ask that the matter be referred to the National Complaints Manager for OAMPS Insurance Brokers Ltd. The National Complaints Manager will acknowledge your complaint in writing and endeavour to resolve your problem within 20 working days.

If you remain dissatisfied, you have the right to refer your complaint to Insurance Brokers Disputes Ltd (IBD). We subscribe to this external facility for the handling of complaints against Insurance Brokers. You can refer your complaint to the IBD's General Manager who will conciliate with a view to seeking a solution that is acceptable to both parties.

If the dispute remains unresolved after a further 20 working days, it will be referred to IBD's Referee whose decision is binding on us (but not on you).

Further information about IBD is available from all OAMPS Insurance Brokers Ltd offices.

## Important Information

### 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. You have a duty to disclose certain information to the Insurer before you enter into a contract of insurance for the first time, when you renew, vary or extend that contract and at any time your circumstances change during the period of insurance.

When you enter into a particular contract of insurance with the Insurer for the first time, you will be asked to answer specific questions on the insurance proposal and you must answer those truthfully and accurately to comply with your duty of disclosure. On renewal, you are expected to disclose to your insurer every matter that you know, or could reasonably be expected to know, or may be relevant to the insurer's decision whether to accept the risk and, if so, on what terms.

You do not have to disclose anything that:

- Diminishes 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
- If 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 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, please contact us.

## Cooling Off Period

If you decide that you do not need the insurance which has been arranged, you will usually have a 14 day cooling off period from the earlier of the date you receive confirmation of the contract of insurance and the end of the 5th day after date the product was arranged to change your mind. Some insurers give you a longer period.

You must tell us that you want to return the insurance so we can advise the Insurer in writing and have the premium refunded. You cannot return the contract of insurance if the cooling off period has already expired or if you have made a claim under it. Full details of the cooling off period and the refund policy of the Insurer will be explained in the Insurer's Product Disclosure Statement.

## Privacy

We are committed to protecting your privacy. We use the information you provide to formulate advice and assist with your insurance requirements. We do not trade, rent or sell your information.

You may visit our office by appointment to view your file. This will enable you to check the information we hold. For more information about our Privacy Policy please visit our web site at [www.oamps.com.au](http://www.oamps.com.au) or telephone 1800 998 800.

## Standard Covers

The Regulations to the Insurance Contracts Act set out standard terms for the cover which is provided by motor vehicle, home buildings, home contents, sickness and accident, consumer credit and travel insurance.

If an Insurer wants to alter these terms or offer less than the minimum amount of insurance, they must clearly inform you in writing that they have done so. They will do this by asking us to supply you with a copy of the Insurer's Product Disclosure Statement and/or the policy wording.

## Unusual Terms

If an Insurer intends to rely on a term in a contract of insurance which is not usually included in contracts that provide similar cover, we will inform you of that term by providing you with a copy of the contract of insurance.

### Important Note

Please retain this document for your reference. It will apply to other retail products you may elect to purchase in the future. If this document is at any time superseded, we will supply you with a replacement document.