

# ***Important Renewal Information.***

Grange is committed to providing outstanding insurance broking and risk management services.

To allow our office to negotiate your renewal we kindly ask that you:

- Advise any required changes after reviewing your Policy Schedules
- Complete & return required Proposal Forms &/or Declarations

We ask that you thoroughly **review all insured names, business descriptions, sums insured, endorsements, and underwriting information** to ensure that the coverage meets your specific requirements. Please note that your insurance programme is subject to underwriting information, which may not be included in your policy schedule. If you wish to obtain a copy of the underwriting information for your review, kindly inform our office, and we will be happy to provide it.

We advise you to carefully **consider obtaining coverage for any items that have been marked as not insured, not taken, or uninsured**. Moreover, if you need coverage for items not listed in the attached document, please do not hesitate to reach out to our office for assistance.

If your insurance programme includes **business interruption coverage**, we kindly request that **you complete a Business Interruption calculator** which is located on our website or can be provided by our office.

We strongly advise you to **thoroughly review your current and prospective contractual obligations** to ensure that your insurance coverage meets the necessary requirements. It is essential to be aware that some contractual demands may involve extensions that are not automatically included in your standard insurance policies. If you have any doubts or need additional clarification, please do not hesitate to contact our office, and we will be glad to assist you further.

Regarding any claims made policies, we strongly recommend that you **identify and notify your insurer of all known claims and circumstances** that could potentially lead to a claim before the expiration date of this policy. Failure to inform your insurers about such claims or circumstances during the period when you first became aware of them may result in a denial of coverage.

We would like to bring your attention to your Duty of Disclosure &/or Duty to not make a Misrepresentation, and we strongly advise you to conduct a thorough review of your insurance programme to ensure that the coverage and information provided are accurate and correct.

As your insurance broker, **we will proceed with automatically renewing your insurance programme (where possible) unless you instruct otherwise**. We do this to maintain continuity of coverage. However, please be aware that failure to provide the necessary renewal information may lead to your insurance programme being renewed based on expiring information, which could be incomplete and/or inaccurate. It is essential to provide the required details to ensure your coverage remains up-to-date and adequate for your needs.

## **DUTY TO NOT MAKE A MISREPRESENTATION**

*(Applicable to consumer contracts only)*

There are specific duties that apply to you when you enter into, vary or extend a consumer insurance contract which is obtained wholly or predominantly for your personal, domestic or household purposes e.g., domestic car, house, travel or accident & illness insurance. You have a duty to take reasonable care not to make a misrepresentation to the insurer when answering questions that the insurer will ask you and providing the insurer with information. A misrepresentation includes a statement that is in any way false, misleading, dishonest or which does not fairly reflect the truth. It is important that you answer these questions fully and accurately, to the best of your knowledge. Before you enter into, vary or extend a consumer insurance contract, the insurer will ask you questions that are relevant to the insurer's decision to insure you and on what terms. When answering the insurer's questions take reasonable care to make sure your answers are true, honest, up to date and complete in all respects. If you do not take reasonable care not to make a misrepresentation to the insurer, the insurer may cancel your contract, or deny or reduce the amount the insurer will pay you for a claim, in accordance with the insurer's rights at law.

## **DUTY OF DISCLOSURE**

*(Applicable to non-consumer contracts)*

Before you enter into (or extend, vary or renew) a general insurance contract which is not a consumer insurance contract, you have a duty to tell the insurer anything that you know, or could reasonably be expected to know, that may affect the insurer's decision to insure you and on what terms. You have this duty until they agree to insure you. You have the same duty before you renew, extend, vary, or reinstate an insurance contract.

You do not need to tell the insurer anything that:

- reduces the risk they insure you for; or
- is common knowledge; or
- the insurer knows, or should know; or
- the insurer waives your duty to tell them about.

## **CONSEQUENCES OF NON-DISCLOSURE**

*(Applicable to all Policies)*

If you fail to meet your duty (whichever of the above duties applies to you), they may be able to cancel your contract or reduce the amount they will pay you if you make a claim, or both. If your failure to tell them is fraudulent, they may refuse to pay a claim and treat the insurance contract as if it never existed. If you are uncertain as to whether particular information is relevant to the insurer's decision to insure, please contact us and we can help you identify whether the information should be disclosed to the insurer on the application or upon renewal or variation of the insurance.

## **UTMOST GOOD FAITH**

*(Applicable to all Policies)*

Every insurance contract is subject to the doctrine of utmost good faith which requires that the parties to the contract should act towards each other with the utmost good faith. Failure to do so on your part may prejudice any claim or the continuation of cover provided by your insurer(s).

## **CHANGE OF RISK OR CIRCUMSTANCES**

*(Applicable to all Policies)*

It is vital that you should advise us of any departure from your "normal" form of business (i.e. that which has already been conveyed to your insurers). For example, acquisitions, changes in occupation or location, new products or new overseas activities.

In order to ensure proper protection, please consult with us if you are in any doubt as to whether your insurer should or should not be told of certain changes.

## **AVERAGE / CO-INSURANCE**

### **Material Damage Insurances**

*(Applicable to Industrial Special Risks, Fire, Consequential Loss, Special Risks, Marine Hull, Computer Electronic, Machinery Breakdown, Boiler & Pressure Vessels, Aviation & Domestic Home policies)*

These policies often contain an Average / Co-insurance clause which means that you must insure for the full value of the property Insured. If you under-insure, your claim will be reduced in proportion to the amount of the under-insurance.

A simple example illustrating the basic principle, application and effect of the Average / Co-Insurance clause is as follows:

Full Value of the Property Insured	= \$ 1,000,000
Policy Sum Insured / Declared Value	= \$ 500,000
Therefore you would be self insured for 50% of the full value.	
Amount of Claim	= \$ 100,000
Amount Payable by the insurer as a result of the application of the Average / Co-Insurance clause	= \$ 50,000 (50% of \$100,000)

## **SUBROGATION**

*(Applicable to all Policies)*

You may prejudice your rights with regard to a claim if, without prior agreement from your insurers, you enter into an agreement with a third party that prevents the insurer from recovering the loss from that, or another party.

Your policies contain provisions which allow the insurer to recover their liability from the responsible party. Any agreement you enter into that excludes or limits your rights to recover damages from another party in relation to any loss, damage or destruction contravenes these provisions.

If you have any such agreements, we may be able to negotiate with your insurer to permit them and therefore we request you to advise us of their existence.

Examples of such agreements are the "hold harmless" clauses which are often found in lease agreements, maintenance and supply contracts pertaining to the installation and maintenance of fire protection systems and burglar alarms and in storage contracts.

## **UNNAMED PARTIES**

*(Applicable to all Policies)*

Your policies may not provide insurance cover in respect of the interest of some other person or organisation who is not specifically named therein, irrespective of the sum(s) Insured.

If you require the interest of a party other than the Named Insured to be insured, you must request this. Most policy conditions will exclude indemnity to other parties (e.g. mortgagees, lessors, principals etc) unless their interest is properly noted on the policy.

## **CLAIMS OCCURRING PRIOR TO COMMENCEMENT**

*(Applicable to all policies other than Directors & Officers Liability and Company Reimbursement, Trustee Liability, Professional Indemnity, Product Recall, Product Performance Guarantee, Employment Practices Liability, Environmental Impairment Liability and Libel and Slander policies)*

Your attention is drawn to the fact your policies may not provide indemnity in respect of events that occurred prior to the commencement of the contract.

## **CLAIMS MADE DURING THE PERIOD OF INSURANCE**

*(Applicable to Directors & Officers Liability and Company Reimbursement, Trustee Liability, Professional Indemnity, Product Recall, Product Performance Guarantee, Employment Practices Liability, Environmental Impairment Liability and Libel and Slander policies)*

Your attention is drawn to the fact that these policies provide indemnity on a "claims made" basis, which means that claims first advised to you (or made against you) and reported by you during the period of insurance are covered, irrespective of when the incident causing the claim occurred, subject to any clauses relating to "retroactive date".

You should also note that, in terms of the provisions of Section 40(3) of the Insurance Contracts Act - 1984, where you give notice in writing to the Insurer of facts that might give rise to a claim against you as soon as is reasonably practicable after you become aware of those facts (but before the insurance cover provided by the contract expires) then the insurer is not relieved of liability under the contract in respect of the claim, when made, by reason only that it is made after the expiration of the period of the insurance cover provided by the contract.

In order to ensure that any entitlement to indemnity under the policy is protected, you must therefore report all incidents that may give rise to a claim against you to your insurer without delay after such incidents come to your attention and prior to the expiration of the policy period.

## **NOT A RENEWABLE CONTRACT**

*(Applicable to Directors & Officers Liability and Company Reimbursement, Trustee Liability, Professional Indemnity, Product Recall, Product Performance Guarantee, Employment Practices Liability, Environmental Impairment Liability and Libel and Slander policies)*

These policies are not renewable contracts. If you wish to effect similar insurance beyond expiry of the current period of insurance, it will be necessary for you to complete a new proposal form prior to the termination of the current policy so that terms of insurance and quotations can be developed.

## **GENERAL ADVICE WARNING**

If you are a Retail Client as defined by S761G of the Corporations Act 2001 (Cth) and a Statement of Advice or advice record has not been provided to you with this invoice, then the advice that we are giving you related to this transaction is General Advice. This advice does not take into account your personal objectives, financial situation or needs. For this reason, before you act on this advice, you should consider the appropriateness of the advice having regard to your own objectives, financial situation and needs.

Before you make any decision about whether the policy is right for you, you should obtain and read the PDS for the policy. Insurers have also created Target Market Determinations (TMDs) which set out the type of customer the product is designed for. Please ask us if you would like a copy of the TMD for your policy.

## **CONTRACTS AND LEASES YOU SIGN**

If you sign a contract with an indemnity, "hold harmless" or release, it can invalidate your insurance – unless you obtain the Insurer's consent in advance. These clauses are often found in leases and other contracts you sign from time to time relating to our business. Do not sign a contract or lease without contacting us and/or taking legal advice as to whether the contract terms will prejudice your policy.